

CITY OF LAREDO

CITY COUNCIL MEETING

A-2010-R-09

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

MAY 3, 2010

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. **COMMUNICATIONS AND RECOGNITIONS**

Communiqués

- a. Invitation by Pastor Lucy De Leon, Bubble Home Project Board of Directors, regarding the Bubble Home Fest scheduled for Saturday, May 15, 2010 at Lifedowns.

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.

- V. **APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES**
 - a. Appointment by Council Member Cynthia Liendo Espinoza of Mr. Victor Mora to the Transportation and Traffic Safety Committee.
 - b. Appointment by Council Member Cynthia Liendo Espinoza to Convention and Visitors Bureau Advisory Committee.
- VI. **PUBLIC HEARINGS**

- 1. **Public hearing and introductory ordinance** amending Ordinance #2010-O-033 accepting additional grant funds in the amount of \$110,000.00 from

the Homeland Security Grant Program, Texas Division of Emergency Management and to amend the City of Laredo's General Fund budget in the same amount. These additional funds are 100% funded and will be divided equally for the addition of text services to the ASTRO 25 System Master Switch and equipment for the Police Department's Bomb Squad unit. The Homeland Security Grant will now total \$1,290,350.69. **(Approved by Finance & Operations Committees)**

2. **Public hearing and introductory ordinance** amending Ordinance #2009-O-123 accepting a supplemental grant in the amount of \$24,891.00 from the Texas Automobile Theft Prevention Authority and to amend the City of Laredo's FY2009-2010 annual budget in the amount of \$24,891.00. This supplemental grant of \$24,891.00 is 100% funded at no cost to the City. The 2009-2010 Texas Burglary and Automobile Theft Prevention Authority grant funding for the Laredo Autotheft Force will now total \$458,405.00. The funding period for this grant is from September 1, 2009 through August 31, 2010. **(Approved by Operations Committee)**

(Recess)

(Press Availability)

VII. INTRODUCTORY ORDINANCES

3. Authorizing the City Manager to execute a Foreign Trade Zone Operator Agreement with United States Bonded and FTZ Warehouse, LLC, as Zone Site Operator located at 13806 North Unitec Drive within the Unitec Industrial Park-Foreign Trade Zone Site No. 6; effective June 1, 2010 and ending September 30, 2014; providing for activation, administration, annual and transaction fees to be paid to the City. **(Approved by Operations Committee)**

VIII. FINAL READING OF ORDINANCES

4. **2010-O-046** Amending Section 23-3 of Chapter 23 (Parks and Recreation) of the Code of Ordinances of the City of Laredo to allow for a \$5 increase in the annual membership fee for public recreation centers for all participants (from a present fee of \$5.00 to \$10.00); a \$25.00 fee for participation in two-week summer programs with a \$200.00 fee for non-residents; and, providing for an effective date. **(As Amended)**

2010-O-047 Amending the City of Laredo FY 2010 Airport Construction Budget to recognize additional revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-063-2010 in the amount of \$145,629.00 to conduct a Wildlife Hazard Study and Assessment at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget amendment. The City's local match of five (5%) percent in the amount of \$7,665.00 is available in the Airport Construction Fund.

2010-O-048 Amending the City of Laredo FY 2010 Airport Construction Budget to recognize additional revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-062-2010 in the amount of \$4,000,000.00 for noise mitigation under FAR PART 150 Noise Abatement Program at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget amendment. The City's local match of five (5%) percent in the amount of \$210,526.00 is available in the Airport Construction Fund.

2010-O-049 Authorizing the City Manager to amend and appropriate the City of Laredo's Special Police FY2009-2010 annual budget in the amount of \$499,840.00 to fund the Laredo Recovery Act for Border Security and Trafficking Project. Funding for this project is available from the State of Texas Recovery Act Edward Byrne Memorial JAG or Justice Assistance Grant for the period of April 1, 2010 through March 31, 2011. This grant will 100% funded at no cost to the City and will used to pay overtime and purchase computer software for the Police Border Security & Trafficking Project Operations.

2010-O-050 Amending Chapter 24, Article VI, of the *Laredo Land Development Code*, section 24.93.6: special permit procedures: electronic displays, in order to remove the requirement that displays be located on the premises of an outdoor arena, stadium, or theater; providing for publication and effective date.

2010-O-051 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 9.5 acres, as further described by metes and bounds in attached Exhibit "A", located on the east side of Ejido Road, south of Wormser Road, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District); Providing for publication and effective date. The Planning & Zoning Commission recommended approval of the zone change. District I

2010-O-052 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.17 acres, as further described by metes and bounds in attached Exhibit "A", located north of Cielito Lindo Boulevard and west of Slowriver Court, from R-1A (Single Family Reduced Area District) to R-1-MH (Single-Family Manufactured Housing District); Providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommended approval of the zone change. District I

2010-O-053 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.77 acres, located at 5620 E. Saunders Street, from B-3 (Community Business District) to B-4 (Highway Commercial District); Providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommends approval of the zone change. District V

2010-O-054 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 2.11 acres, as further described by metes and bounds in attached Exhibit "A", located on the northwest corner of McPherson Road and Fenwick Drive, from B-1 (Limited Commercial District) to B-3 (Community Business District); Providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District VI

2010-O-055 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a flea market on Blocks 1, 2, and 3, Laredo Truck Stop Subdivision, located at 5305 Santa Maria Avenue; Providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommends approval of the Special Use Permit. District VII

2010-O-056 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a forklift repair business on the south 2/3 of Lot 2, Block 552, Western Division, located at 1716 Shea Street; Providing for publication and effective date. Staff does not support the application and the Planning and Zoning Commission has recommended approval of the Conditional Use Permit. District VIII **(As Amended)**

2010-O-057 Designating as a one-way southbound the 2000 and 2100 blocks of S. Milmo Avenue, between Chesnut Street and San Luis Street, and as a one-way westbound the 2300 and 2400 blocks of San Luis Street, between S. Jarvis Avenue and S. Milmo Avenue, during the peak hours of 7:30 a.m. to 8:30 a.m., and 2:30 p.m. to 4:15 p.m., Monday through Friday, during school days, providing for the installation of appropriate signs to indicate one-way traffic and providing for publication and effective date.

2010-O-058 Designating as a one-way eastbound the 2900 block of Norton Street between S. New York Avenue and S. Canada Avenue, as a one-way eastbound the 2900 block of Tinaja Street, between S. New York Avenue and S. Canada Avenue, as a one-way westbound the 2900 block of Thurman Street, between S. New York Avenue and S. Canada Avenue, as a one-way westbound the 2900 block of Palo Blanco Street, between S. New York Avenue and S. Canada Avenue, as a one-way northbound the 2900 block of Canada Street, between North Street and Thurman Street, as a one-way southbound the 2700 block of Canada Street, between Tinaja Street and Palo Blanco Street, during the peak hours of 7:30 a.m. to 8:30 a.m., and 2:30 p.m. to 4:15 p.m., Monday through Friday, during school days, providing for the installation of appropriate signs to indicate one-way traffic and providing for publication and effective date.

2010-O-059 Setting the maximum speed limit on that 1.3 mile section of Loop 20 approaching SH 359, within the City limits of Laredo, Webb County, Texas, as 45 mph, from mile point 12.158 and ending on mile point 12.854 as defined in the Texas Department of Transportation Control

Section Map 0086-14-025, to be in effect during the construction of the Loop 20/359 interchange providing for the installation of appropriate signs to indicate new speed changes in the designated areas and providing for publication, and effective date.

2010-O-060 Authorizing the City Manager to enter into a lease agreement by and between the Laredo Transit Management, Inc., and the City of Laredo Department of Community Development for the lease of 6,628 sq. ft. of building space, second and third floors (East) and 1,016 sq. ft. of building space on 2nd floor (West) wing for a total monthly sum of \$5,289.65 at the Laredo Transit Center located at 1301 Farragut Street for a term of three (3) years commencing on February 1, 2010. This action is contingent upon the continued availability of funding.

2010-O-061 Authorizing the City Manager to execute a lease agreement with Laredo Equities, LLC for the use of Veteran's Field. The lease term is for one (1) season beginning on May 1, 2010 and ending September 1, 2010 at a lease rate of \$43,000.00 per season, (\$1,000.00 per game) plus \$1,000.00 per playoff game. Laredo Equities will also be responsible for 100% of utility costs and maintenance and maintenance crews for Veterans Field during the term of the lease as outlined in the lease agreement terms.

IX. RESOLUTIONS

5. **2010-R-030** Authorizing the City Manager to submit a grant application in the estimated amount of \$500,000.00 to the Texas Automobile Burglary and Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2010 through August 31, 2011. This grant pays salaries, fringe benefits, equipment and supplies for the LPD personnel and Webb County personnel to combat auto theft in the City of Laredo and Webb County. **(Approved by Finance & Operations Committees)**
6. **2010-R-031** Authorizing the City Manager to submit a grant application to the State Energy Conservation Office (SECO) in the amount of \$250,000.00 with \$50,000.00 in matching funds, for a total of \$300,000.00. Funds will be used to fund a small scale photovoltaic (PV) solar cell panel array system at the Environmental Services Department. This will fund an alternative energy pilot project. **(Approved by Finance & Operations Committees)**
7. **2010-R-032** Authorizing the City Manager to submit a grant application in the estimated amount of \$150,000.00 to the State of Texas Comptroller of Public Accounts for the purpose of funding the Tobacco Compliance Program for the period of September 1, 2010 through August 31, 2011. Funding will be used to execute random unannounced inspections to assure retailers are in compliance with tobacco laws. **(Approved by Finance & Operations Committees)**
8. **2010-R-033** Authorizing the City Manager to accept a grant from the U.S. Department of Justice in the amount of \$10,503.00 fund the Bulletproof Vest Partnership (BVP) program. The BVP program will fund \$10,503.00

and the City of Laredo will designate \$10,503.00 in matching funds for a total program budget of \$21,006.00. Funding will be used to replace bulletproof vests that exceed the recommended life expectancy. Funding is available in the City of Laredo Special Police Programs Transfer-In. **(Approved by Operations Committee)**

9. **2010-R-034** Accepting a grant in the amount of \$20,000.00 from the Texas Department of Transportation for enforcement of Vehicle Occupant Protection during the *Click it or Ticket Campaign*. The grant is for overtime salaries, including fringe benefits and is funded 100% by the Texas Department of Transportation. **(Approved by Operations Committee)**
10. **2010-R-035** Authorizing the City Manager to amend the contract with the Texas Department of State Health Services and accept additional funds in the amount of \$13,535.00 for the Health Department's Maternal and Well Child Services Grant for the term of September 1, 2009 through August 31, 2010. **(Approved by Operations Committee)**
11. **2010-R-037** Authorizing the City Manager to enter into and execute a finance/ownership lease with Philpott Motors, Nederland, Texas and Ford Motor Credit Company—Municipal Finance, for the acquisition of fifty (50) police pursuit vehicles for the Police Department in the total principal amount of \$1,330,000.00; and authorizing the finance/ownership lease transaction including a \$500,000.00 initial payment. Funding for the lease purchase payments and the down payment is available in the Police Trust Fund budget. **(Approved by Finance & Operations Committees)**
12. **2010-R-039** A resolution of the City Council of the City of Laredo, Texas relating to the submission of a pass-through finance application by Webb County, Texas for the improvements of Loop 20/Spur 400.

X. MOTIONS

13. Authorizing the City Manager to enter into a professional services contract with Washman LLC, Brookston, Indiana, in association with David R. Runyan, Ashland, Alabama not to exceed the amount of \$153,294.00 to prepare a Wild Life Hazard Study and Assessment at the Laredo International Airport. The Federal Aviation Administration will fund 95% of the cost of this study with funds received from Grant Project No. 3-48-0136-063-2010. The City's local match in the amount of \$7,664.70 (5%) is available in the Airport Construction Fund Grant No. 63. **(Approved by Finance & Operations Committees)**
14. Consideration for approval to award a professional services contract to Hickey Pena Architects, Laredo, Texas, for an amount not to exceed \$211,290.00 for design and preparation of plans and specifications for the Construction of a Federal Inspection Station (FIS) at the Laredo International Airport for the purpose of U.S. Customs and Border Protection (CBP) clearing private and cargo aircraft. Design work is to be

approximately six (6) months. Funding is available in the Airport Construction Fund. **(Approved by Finance & Operations Committees)**

15. Authorizing the City Manager to execute a contract for consultant services with Foreign-Trade Xperts of Laredo, Texas to assist the City of Laredo with the expansion of trade opportunities with Latin American countries in an amount not to exceed \$49,000.00 plus eligible travel reimbursable expenses under the contract. The term of this contract is for six (6) months commencing April 15, 2010 and ending October 15, 2010. Funding is available equally from both the Airport Fund and Bridge Fund salary savings. **(As amended and approved by Finance & Operations Committee)**
16. Consideration for acceptance, final payment, release of the remaining retainage in the amount of \$15,870.97 and approval of final change order in the amount of \$129,692.20 to Price Construction, Ltd.; Big Spring, Texas for the Chacon Creek Wastewater Interceptor Phase II. The change order is for the extra length of casing and the rock encountered on the 30" bore under Loop 20, the extra gravel cost, the pavement work and increases and decreases to match actual constructed quantities encountered along the 21" and 24" sanitary sewer lines at different depths; the acceptance, final change order and release of retainage are subject to approval of Texas Water Development Board. The contract time for the change order was extended by 150 calendar days. The new contract amount is \$3,954,958.20 and the new contract time is 665 Calendar Days. Funding is available in the 1998-A Sewer Bond issue and \$107,589.00 from the EPA Grant. **(Approved by Finance & Operations Committees)**
17. Consideration to renew contract FY10-002 to Rafter P. Transport Inc., New Braunfels, Texas, in the amount of \$300,000.00 for providing hauling and disposal services of wastewater bio-solids from the Southside Wastewater Treatment Plant. This service supplements the department's equipment capabilities and helps control wastewater bio-solids overflow during the rainy season. The bid price is based on a per load rate. Funding is available in the Utilities Department—Wastewater Division budget. **(Approved by Finance & Operations Committees)**
18. Consideration to award annual supply contract number FY10-042 to the low bidder, HD Supply Wasteworks, San Antonio, Texas, in the estimated amount of \$182,165.25, for the purchase of fire hydrants for the City of Laredo's Utilities Department. This is an annual supply contract that allows for the purchase of fire hydrants on an as needed basis. Funding is available in the Utilities Department Fund. **(Approved by Finance & Operations Committees)**
19. Consideration to renew contract FY09-045 to Envirodyne Laboratories, Houston, Texas, in the estimated annual amount of \$130,000.00, for providing laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Funding is available in the Utilities Department budget,

Water Pollution Control Division. **(Approved by Finance & Operations Committees)**

20. Consideration to authorize a purchase contract with Hagemeyer North America, N. Charleston, SC through the U.S. Communities Government Purchasing Alliance Cooperative Purchasing Program, in the amount of \$110,975.00 for the purchase of an additional bomb disposal robot and accessories for the Police Department. Funding is available utilizing proceeds from Homeland Security Grant SHSP-LEAP 2009-SS-T9-0064 in General Fund. **(Approved by Finance & Operations Committees)**
21. Consideration to exercise renewal option for annual contract FY09-048 to:
 1. Leyendecker Materials, Laredo, Texas, in the estimated amount of \$250,000.00, for the purchase of asphalt, cold laid material (F.O.B. Plant), and the purchase of black base (F.O.B. Plant); and
 2. Brothers Materials, Laredo, Texas, in the estimated amount of \$90,000.00, for the purchase of black base (Site Delivered).

This contract is for the purchase of materials required for all City maintenance, paving and construction projects. The term of this contract is for a one (1) year period and is subject to the availability of funds. All materials are purchased on an as needed basis utilizing the Public Works Department and construction projects budgets. **(Approved by Finance & Operations Committees)**

22. Consideration to award contract FY10-030 to the following bidders to provide automotive body repair services:
 1. Omega Carriers LLC, Laredo, Texas, for passenger cars, light, medium and heavy duty trucks;
 2. Paul Young Auto Group, Laredo, Texas, for passenger cars and light duty trucks; and
 3. Lozano Body Shop, Laredo, Texas, for passenger cars, light, medium and heavy duty trucks.

All automotive body repairs services will be secured on an as needed basis. The estimated contract amount is \$150,000.00. Staff is recommending that these contracts be awarded to these three (3) qualified vendors and to allow staff to secure repair estimates from all three vendors to get the best pricing for the needed repairs. Funding is available in the Fleet Maintenance budget. **(As amended and approved by Finance & Operations Committees)**

23. Awarding a contract, not exceed \$75,000.00 to Texas Energy Engineering Services, Inc., (TEESI) and authorizing the City Manager to execute said engineering services contract. Contract will provide for assessment and

engineering for the retrofitting/upgrade of the Health Department's Heating Ventilation, and Air Conditioning (HVAC) system. This project will also focus on increasing the energy efficiency of the HVAC system. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG). **(Approved by Finance & Operations Committees)**

24. Refund of property tax in the amount of \$1,243.94 to the following taxpayers;
 1. A refund in the amount of \$589.23 payable to Hilario Cavazos Jr., due to an overpayment. Account #902-00010-100.
 2. A refund in the amount of \$654.71 payable to Frank Hill Jr. due to an overpayment Account #900-90441-006.
25. Consideration to award a contract for a Tennis Professional, in an amount of \$63,000.00 for a twenty-four (24) month period commencing on the 4th day of May 2010 and terminating on the 3rd day of May 2012. The contract will be with Raul Miguel Ramos, individually and D.B.A. Tennis Professional, to provide professional tennis lessons at the Market Street Tennis Courts. Funding is available in the Parks Budget, Recreation Division. **(Approved by Finance & Operations Committees)**
26. Approval to appoint Dr. Maurice Click to continue to serve as the Health Department's Health Authority under Section 121.033 of the Texas Health and Safety Code, for the period of April 1, 2010, through March 31, 2012, and authorizing the City Manager to enter into a contract with Dr. Click for professional services in the amount not to exceed \$12,720.00 per year. Funding is available in the Health Department fund in the Office of Public Health Practice (OPHP) for this grant year. The contract is subject to availability of future funding from the Texas Department of State Health Services. **(Approved by Operations Committee)**

XI. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

27.

A. Request by Mayor Raul G. Salinas

1. **2010-R-036** A resolution by the City Council of the City of Laredo joining forces with the Rio Grande International Study Center in its plea for a moratorium and intervention to totally oppose and prevent water from being transported, exported, or pumped from the Pecos River and Rio Grande watersheds and calling upon federal, state, cities, and counties along the border that are also impacted by this proposed action to join the City of Laredo's efforts to oppose the extraction of water from the Pecos River and Rio Grande watersheds. **(Approved by Operations Committee)**

2. Presentation by the Healthy Eating Active Living (H.E.A.L.) Laredo Committee.
 3. Discussion with possible action to construct an area of access for pick and drop off for elderly clients at the Azteca Community Center to address safety concerns. **(Co-Sponsored by Council Member Cynthia Liendo Espinoza)**
- B. Request by Mayor Pro-Tempore Mike Garza**
1. Discussion with possible action regarding House Bill 1937 that enables homeowners to finance solar panels through property tax bills.
 2. Discussion regarding the inclusion of the proposed City Charter amendments for the Monday, May 10, 2010 Workshop.
- C. Request by Council Member Hector "Tito" Garcia**
1. Discussion with possible action regarding congestion concerns at exit of Vista Nueva Subdivision located on Loop 20 and Maria Luisa Drive.
- D. Request by Council Member Dr. Michael Landeck**
1. Discussion with possible action regarding alleged indecent dancing in publicly exposed locations. Possible presentation by Pastor Rincon. **(Co-sponsored by Mayor Tempore Mike Garza)**
- E. Request by Council Member Juan Narvaez**
1. Discussion with possible action to utilize \$350,000.00 from the 2009 C.O.—Clark/Meadow Project for the Buenos Aires Community Center.
 2. Discussion with possible action to install speed humps and speed cushions by Milton Elementary School and speed cushions by Alma Pierce Elementary School as part of the ongoing pilot project.
- F. Request by Council Member Johnny Rendon**
1. Discussion with possible action regarding funding for improvements located between Base #1 and Base #2 near the Airport. **(Co-sponsored by Council Member Gene Belmares, Council Member Cynthia Liendo Espinoza, & Council Member Juan Narvaez)**
- G. Request by Council Member Gene Belmares**
1. Discussion on Summer 2010 City of Laredo water production and distribution, with possible action.

2. Discussion with possible action to install speed cushions as part of the pilot project on Live Oak and Winrock Drive and the extension on Northstar Drive.
3. Discussion with possible action on accepting a donation of land for a neighborhood park located in Khaledi Heights.

H. **Request by Council Member Jose A. Valdez, Jr.**

1. Discussion with possible action regarding the status of the Northwest Recreation Center.
2. Discussion with possible action regarding the Anna Street Baseball Park.

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

1. Discussion with possible action on drafting a resolution opposing the S B 1070 Arizona Immigration Law. **(Co-Sponsored by Mayor Raul G. Salinas)**

XII. STAFF REPORTS


28. Discussion with possible action to consider Police Officer Arturo Benavides' final request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code. Officer Benavides has returned to full duty status.
29. Presentation on the Sister Cities Festival by Gustavo Guevara, City Secretary.

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. 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, April 28, 2010 at 6:30 p.m.


Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: Public Hearing and Introductory Ordinance Amending Ordinance #2010-O-033 so as to accept additional grant funds in the amount of \$110,000 from the Homeland Security Grant Program, Texas Division of Emergency Management and to amend the City of Laredo's General Fund budget in the same amount. These additional funds are 100% funded and will be divided equally for the addition of text services to the ASTRO 25 System Master Switch and equipment for the Police Department's Bomb Squad unit. The Homeland Security Grant will now total \$1,290,350.69.																														
INITIATED BY: Horacio De Leon, Asst. City Manager		STAFF SOURCE: Rosario C. Cabello, Finance Director Carlos R. Maldonado, Chief of Police																													
PREVIOUS COUNCIL ACTION: City Council approved Ordinance #2010-O-003 on 1/4/10 to appropriate grant.																															
BACKGROUND: The City of Laredo has been designated as a sub-recipient of grants which were awarded to the Texas Division of Emergency Management (TDEM) entitled "State Homeland Security Grant Program" from the U.S. Department of Homeland Security, Office of Domestic Preparedness. The (TDEM) desires that the sub-recipient perform certain project tasks, involving the procurement and management of the public safety resources.																															
FINANCIAL IMPACT:																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 15%;">Original Budget</th> <th style="width: 15%;">Budget Amendment</th> <th style="width: 35%;">Amended Budget</th> </tr> </thead> <tbody> <tr> <td colspan="4">Revenues:</td> </tr> <tr> <td style="padding-left: 20px;">Homeland Security Grant</td> <td style="text-align: right;">1,180,351</td> <td style="text-align: right;">110,000</td> <td style="text-align: right;">1,290,351</td> </tr> <tr> <td colspan="4">Expenses:</td> </tr> <tr> <td style="padding-left: 20px;">IST-Equipment</td> <td style="text-align: right;">801,327</td> <td style="text-align: right;">55,000</td> <td style="text-align: right;">856,327</td> </tr> <tr> <td style="padding-left: 20px;">Police-Minor & Equipment</td> <td style="text-align: right;">379,024</td> <td style="text-align: right;">55,000</td> <td style="text-align: right;">434,024</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">110,000</td> <td></td> </tr> </tbody> </table>					Original Budget	Budget Amendment	Amended Budget	Revenues:				Homeland Security Grant	1,180,351	110,000	1,290,351	Expenses:				IST-Equipment	801,327	55,000	856,327	Police-Minor & Equipment	379,024	55,000	434,024			110,000	
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IST-Equipment	801,327	55,000	856,327																												
Police-Minor & Equipment	379,024	55,000	434,024																												
		110,000																													
RECOMMENDATION: Staff recommends City Council pass and approve this Ordinance.																															

SUBJECT: Public Hearing and Introductory Ordinance

Amending Ordinance #2010-O-033 so as to accept additional grant funds in the amount of \$110,000 from the Homeland Security Grant Program, Texas Division of Emergency Management and to amend the City of Laredo's General Fund budget in the same amount. These additional funds are 100% funded and will be divided equally for the addition of text services to the ASTRO 25 System Master Switch and equipment for the Police Department's Bomb Squad unit. The Homeland Security Grant will now total \$1,290,350.69.

WHEREAS, on November 16, 2009, City Council approved a motion to execute the State Homeland Security Grant Program Sub-Recipient Agreement between the City of Laredo and the Texas Division of Emergency Management to perform certain project tasks for the period beginning August 1, 2009 and ending April 15, 2012. The amount of the grant award accepted was \$1,180,351; and

WHEREAS, on January 4, 2010, City Council approved an ordinance to appropriate grant in the amount of \$1,180,351; and

WHEREAS, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

WHEREAS, The City of Laredo has been designated as a sub-recipient of a grant which was awarded to the Texas Division of Emergency Management (TDEM) entitled "State Homeland Security Grant Program" from the U.S. Department of Homeland Security, Office of Domestic Preparedness. The DEM desires that the sub-recipient perform certain project tasks, involving the procurement and management of equipment; and

WHEREAS, The use of these funds will be divided in the following manner: \$856,327 for an upgrade to the ASTRO 25 System Master Switch (800 MHz Trunked System) from its current System Release 7.2 to 7.7, including Integrated Voice & Data with programming Over the Air and Global Positioning System capability by the Information Services & Telecommunications Department and \$434,024 for the purchase of minor and capital equipment for the Police Department's Bomb Squad Unit; and

WHEREAS, the Homeland Security Grant Program and Texas Division of Emergency Management Division is providing the funding at no cost the City of Laredo; and

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

The City of Laredo 2010 Homeland Security Grants in General Fund is amended as follows:

	<u>Original Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
Revenues:			
Homeland Security Grant	\$1,180,351	\$ 110,000	\$1,290,351
Expenses:			
IST-Capital Outlay	\$ 801,327	\$ 55,000	\$ 856,327
Police- Minor & Capital Outlay	\$ 379,024	\$ 55,000	\$ 434,024

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____
DAY OF _____ 2010.

RAUL G. SALINAS, MAYOR

ATTEST:

GUSTAVO GUEVARA, JR., CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO, CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: May 3, 2010	SUBJECT: Public Hearing / Introductory Ordinance Amending Ordinance #2009-0-123 so as to accept a supplemental grant in the amount of \$24,891.00 from the Texas Automobile Theft Prevention Authority and to amend the City of Laredo's FY2009-2010 annual budget in the amount of \$24,891.00. This supplemental grant of \$24,891.00 is 100% funded at no cost to the city. The 2009-2010 Texas Burglary and Automobile Theft Prevention Authority grant funding for the Laredo Autotheft Task Force will now total \$458,405. The funding period for this grant is from September 1, 2009 through August 31, 2010.																														
INITIATED BY: Carlos Villarreal, City Manager		STAFF SOURCE: Carlos R. Maldonado, Chief of Police																													
PREVIOUS COUNCIL ACTION: City Council approved the 2009-2010 ABTPA grant (Reference Ordinance# 2009-0-123)																															
ACTION PROPOSED: That this ordinance be passed and approved																															
BACKGROUND: The Texas Auto Burglary and Theft Prevention Authority is a branch of the Texas Department of Transportation and is the lead agency in the State of Texas in the effort to combat autotheft. The Laredo Autotheft Task Force grant pays salaries, fringe benefits, equipment and supplies for one LPD Sergeant, four LPD Investigators, and one Webb County Sheriff's Investigator. The grant will be in its 17 th year of funding.																															
FINANCIAL IMPACT: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;"></th> <th style="width:15%; text-align:center;"><u>Original Budget</u></th> <th style="width:15%; text-align:center;"><u>Proposed Budget</u></th> <th style="width:15%; text-align:center;"><u>Budget Amendment</u></th> </tr> </thead> <tbody> <tr> <td>Revenues:</td> <td></td> <td></td> <td></td> </tr> <tr> <td><i>Autotheft Task Force Grant Account # 222-0000-323-7007</i></td> <td style="text-align:right;">\$742,851</td> <td style="text-align:right;">\$767,742</td> <td style="text-align:right;">\$24,891</td> </tr> <tr> <td>Expenses:</td> <td></td> <td></td> <td></td> </tr> <tr> <td><i>Minor Apparatus and Tools Acct# 222-2312-522-244</i></td> <td style="text-align:right;">\$5,000</td> <td style="text-align:right;">\$12,229</td> <td style="text-align:right;">\$7,229</td> </tr> <tr> <td><i>Computer Hardware and Software Acct. # 222-2312-522-0700</i></td> <td style="text-align:right;">-0-</td> <td style="text-align:right;">\$7,662</td> <td style="text-align:right;">\$7,662</td> </tr> <tr> <td><i>Capital Outlay Machinery and Equipment Acct# 222-2312-525-9002</i></td> <td style="text-align:right;">-0-</td> <td style="text-align:right;">\$10,000</td> <td style="text-align:right;">\$10,000</td> </tr> </tbody> </table>					<u>Original Budget</u>	<u>Proposed Budget</u>	<u>Budget Amendment</u>	Revenues:				<i>Autotheft Task Force Grant Account # 222-0000-323-7007</i>	\$742,851	\$767,742	\$24,891	Expenses:				<i>Minor Apparatus and Tools Acct# 222-2312-522-244</i>	\$5,000	\$12,229	\$7,229	<i>Computer Hardware and Software Acct. # 222-2312-522-0700</i>	-0-	\$7,662	\$7,662	<i>Capital Outlay Machinery and Equipment Acct# 222-2312-525-9002</i>	-0-	\$10,000	\$10,000
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COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Recommends that City Council pass and approve this Ordinance																													

ORDINANCE #

Amending Ordinance #2009-0-123 so as to accept a supplemental grant in the amount of \$24,891.00 from the Texas Automobile Theft Prevention Authority and to amend the City of Laredo's FY2009-2010 annual budget in the amount of \$24,891.00. This supplemental grant of \$24,891.00 is 100% funded at no cost to the city. The 2009-2010 Texas Burglary and Automobile Theft Prevention Authority grant funding for the Laredo Autotheft Task Force will now total \$458,405. The funding period for this grant is from September 1, 2009 through August 31, 2010.

Whereas, the Governor's Automobile Burglary and Theft Prevention Authority has provided grant monies to Laredo in the preceding seventeen (17) years to interdict auto theft; and

Whereas, the supplemental grant from the Governor's Automobile Burglary and Theft Prevention Authority will total in the amount of \$24,891.00 for the period of September 1, 2009 to August 31, 2010; and

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

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

Section 1: The City of Laredo's FY2009-2010 annual budget is hereby amended in the amount of \$24,891.00 in supplemental funding for the Laredo Auto Theft Task Force. ABTPA will be designating \$458,405.00 in grant funding for a one-year funding period for the Auto Theft Task Force beginning on September 1, 2009 through August 31, 2010.

Section 2: Authorizing the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVERA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

Valeria M. Acevedo
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: <p style="text-align: center;">05-03-2010</p>	SUBJECT: INTRODUCTORY ORDINANCE <p>Authorizing the City Manager to execute a Foreign Trade Zone Operator Agreement with United States Bonded and FTZ Warehouse, LLC. as Zone Site Operator located at 13806 North Unitec Drive within the Unitec Industrial Park-Foreign Trade Zone Site No. 6; Effective June 1, 2010 and ending September 30, 2014. Providing for activation, administration, annual and transaction fees to be paid to the City.</p>	
INITIATED BY: Jesus M. Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager	
PREVIOUS ACTION: City Council has approved previous Foreign Trade Zone Operations Agreements. This will be the second FTZ Operator agreement with United States Bonded and FTZ Warehouse, LLC.		
BACKGROUND: <p>A Foreign-Trade Zone (FTZ) is a secured specialized area, in or adjacent to the U. S. Port of Entry, which is considered to be outside the Customs Territory of the United States. Both foreign and domestic merchandise may be admitted to a Zone with no duty paid on the foreign merchandise unless and until it leaves the Zone for domestic consumption. If the merchandise is exported, no duties are paid to U. S. Customs.</p> <p>Operators will be required to post a FTZ Operators Bond with the U. S. Customs Service in the amount of \$100,000, a Foreign-Trade Zone Indemnification Bond (Grantee/Operator) in the amount of \$100,000 naming the City of Laredo, Grantee of FTZ No. 94, as Obligee, as well as provide Public Liability Insurance in the amount of One Million Dollars for the benefit of the City of Laredo, naming the City of Laredo as additional insured.</p> <p>At present, Laredo has 9 approved Foreign-Trade Zone sites which include (1) Laredo International Airport, (2) Proposed Tex-Mex Railroad Switching Yard, (3) Killam Industrial park, (4) Laredo Northwest adjacent to the Solidarity Bridge, (5) La Barranca Ranch on Interstate 35, (6) Unitec Industrial Park, (7) Embarcadero Industrial Park, (8) 4-G Investments (Uni-Trade) and (9) Kuehne+Nagel, Inc. Within these parks are seventeen (17) companies which are activated/authorized to conduct foreign-trade zone operations.</p>		
FINANCIAL: The Operators Agreement provides the following fees: <ul style="list-style-type: none"> • Account No. 242-0000-361-1065: • Activation Fee \$0.04/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00; Annual Fee \$.05/square foot of activated space with a minimum of \$2,000.00 and a maximum of \$10,000.00 • Transaction Fee: \$5.00 		
COMMITTEE RECOMMENDATION: On April 13, 2010 the Airport Advisory Committee recommended approval.	STAFF RECOMMENDATION: Approval of this Ordinance.	

ORDINANCE NO. _____

AUTHORIZING THE CITY MANAGER TO EXECUTE A FOREIGN-TRADE ZONE OPERATIONS AGREEMENT WITH UNITED STATES BONDED AND FTZ WAREHOUSE, LLC. AS ZONE SITE OPERATOR OF A PORTION OF SITE NO. 6 LOCATED AT 13806 NORTH UNITEC DRIVE, EFFECTIVE JUNE 1, 2010, AND ENDING ON SEPTEMBER 30, 2014. PROVIDING FOR ACTIVATION, ADMINISTRATION AND TRANSACTION FEES TO BE PAID TO THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed Foreign-Trade Zone Operations Agreement between the City of Laredo, as Zone Grantee of Foreign-Trade Zone No. 94, and United States Bonded and FTZ Warehouse, LLC; as Zone Site Operator of a portion of Site No. 6 located at 13806 North Unitec Drive, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be and is hereby authorized to execute a Foreign-Trade Zone Operations Agreement between the City of Laredo, Zone Grantee of Foreign-Trade Zone No. 94 and United States Bonded and FTZ Warehouse, LLC., as Zone Site Operator of a portion of Site No. 6 located at 13806 North Unitec Drive, a copy of which contract is attached hereto as Exhibit A, and incorporated herein as if set out at length.

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

PASSED BY THE CITY COUNCIL AND APROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: 
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

**FOREIGN-TRADE ZONE NO. 94
ZONE SITE OPERATIONS AGREEMENT**

THIS AGREEMENT is entered into under authority of the Foreign-Trade Zones Act, 19 U.S.C. 81a et seq., and specifically under authority of 19 U.S.C. Section 81b(a) and Article 1446.1 of Vernon's Revised Texas Civil Statutes authorizing the City of Laredo, a Texas municipal corporation, to establish, operate, and maintain a foreign-trade zone. This Agreement has further been authorized by Ordinance No. 2009-O-164, dated September 21, 2009, of the City of Laredo.

The parties hereto are the City of Laredo, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas, and Grantee of Foreign-Trade Zone No. 94, and hereinafter referred to as "ZONE GRANTEE" and United States Bonded and Foreign Trade Zone Warehouse, LLC., located at 13806 North Unitec Drive, Foreign-Trade Zone, Site VI, Laredo, Texas, 78045, and hereinafter referred to as "ZONE SITE OPERATOR".

W I T N E S S E T H

WHEREAS, ZONE GRANTEE is designated by the Foreign-Trade Zones Board, hereinafter referred to as "Board", as the Grantee of Foreign-Trade Zone No. 94, hereinafter referred to as the "Zone"; and

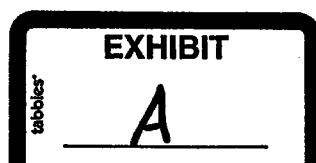
WHEREAS, ZONE GRANTEE has received authorization from the Board for Zone Site No. VI of the Zone, further described in Exhibit 1 attached hereto and incorporated herein for all purposes; and

WHEREAS, ZONE SITE OPERATOR controls approximately 7,548 square feet of warehouse space hereinafter referred to as "Zone Site" and described by metes and bounds in Exhibit 2 attached hereto and incorporated herein for all purposes, within Foreign Trade Zone No. 94.

WHEREAS, ZONE GRANTEE approves the use of the land and improvements within the zone site for foreign-trade zone activities and hereby authorizes ZONE SITE OPERATOR to use said land and improvements for foreign-trade zone activities upon the terms and conditions hereinafter set forth; and

WHEREAS, ZONE SITE OPERATOR, upon the terms and conditions herein set forth and in accordance with standards of operation required by the Bureau of Customs and Border Protection and by the Board, desires to undertake the exclusive operation and management of foreign-trade zone activities within the Zone Site.

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration acknowledged by each to be satisfactory and adequate, do hereby agree as follows:



SECTION 1. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted - ZONE GRANTEE grants ZONE SITE OPERATOR authority to utilize and operate the Zone Site as a foreign-trade zone subject to the terms, conditions, agreements, and restrictions herein set forth, for the term hereof and for any extensions thereof. All operations in the Zone Site shall be in conformity with the authority granted by the ZONE GRANTEE to the ZONE SITE OPERATOR.

1.2 Authority Accepted - ZONE SITE OPERATOR agrees to operate and manage the Zone Site in accordance with the terms and conditions of this Agreement during the term hereof, and for any extensions thereof. All operations in the Zone Site shall be in conformity with the authority granted by the ZONE GRANTEE to the ZONE SITE OPERATOR.

SECTION 2. STANDARDS OF OPERATION

2.1 ZONE SITE OPERATOR responsibility. ZONE SITE OPERATOR assumes responsibility for the operation and management of the Zone Site for foreign-trade zone purposes, and agrees to operate and manage the Zone Site in accordance with the terms and conditions of this Agreement during the term hereof, and for any extensions thereof. All operations shall be in conformity with the Statutes pertaining to, and regulations of, the Board, the Bureau of Customs and Border Protection, and any other applicable U.S. government agency, particularly the Foreign-Trade Zones Act, 19 U.S.C. 81a et seq., Foreign-Trade Zones Board Regulations, 15 CFR Part 400, and Bureau of Customs and Border Protection Regulations pertaining to foreign-trade zones, 19 CFR Part 146, as these may be amended.

2.2 ZONE SITE OPERATOR Activity. ZONE SITE OPERATOR shall be responsible for scheduling of on-site inspections by Bureau of Customs and Border Protection personnel, preparing and retaining inventory records required by the Bureau of Customs and Border Protection, conducting periodic analyses of operations, submitting of documents to the Bureau of Customs and Border Protection and U.S. Census Bureau as may be required and such other actions as required by pertinent regulations. Any spot checks or audits by the Bureau of Customs and Border Protection shall be overseen by ZONE SITE OPERATOR. ZONE SITE OPERATOR shall manage and operate the Zone Site in accordance with the operational requirements of the Bureau of Customs and Border Protection, particularly Sections 146.4, 146.21, and 146.23 of the Bureau of Customs and Border Protection Regulations pertaining to foreign-trade zones 19 CFR Part 146. ZONE SITE OPERATOR shall promptly notify ZONE GRANTEE of any investigation or audit announced by the Bureau of Customs and Border Protection concerning Zone Site operations, and shall accompany said notification with copies of relevant documentation, and shall inform the ZONE GRANTEE of continuing developments.

2.3 Further Instruments and Actions of Operation - Each party shall deliver to the other such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

Without limiting the ZONE GRANTEE'S rights as provided herein, the parties specifically recognize that the ZONE GRANTEE is not obligated to, and does not intend to, monitor day-to-day activity of the Zone Site and there shall be no representation that the ZONE GRANTEE has any knowledge, actual or constructive, of the quantity, character, status, designation, identification, or time of admission, transfer or release of goods into or from the ZONE SITE and that any information is the representation solely of ZONE SITE OPERATOR and not of the ZONE GRANTEE.

2.4 Right of Entry to Zone Site - Representatives of the ZONE GRANTEE, the Board, the Bureau of Customs and Border Protection, and other authorized U.S. government officers, shall have the right to enter the Zone Site for the purpose of examining the same, to confer with ZONE SITE OPERATOR, and its agents, invitees, and employees, to inspect and check operations, supplies, equipment and merchandise, and to determine whether the Zone Site is being conducted in accordance with the Bureau of Customs and Border Protection Regulations and Board Regulations established for the operation and management of same and as required by this Agreement.

SECTION 3. RECORD KEEPING

3.1 Foreign-Trade Zones Board and Bureau of Customs and Border Protection Reports - ZONE SITE OPERATOR shall submit to ZONE GRANTEE at the end of each calendar year quarter reports containing data required by the Board and the Bureau of Customs and Border Protection of the ZONE GRANTEE. All such reports shall be signed by the appropriate ZONE SITE OPERATOR officials, certifying the accuracy of the reports. ZONE SITE OPERATOR shall also prepare a narrative and submit photographs as required for the Annual Report to the Board. All information shall be confidential except that which is required to be made public by the ZONE GRANTEE, the Board, or the Bureau of Customs and Border Protection. Any and all procedures manuals, computer programs, computer reports, and systems designs, collectively the "Systems" developed by ZONE SITE OPERATOR for Zone Site operations shall be the sole property of the ZONE SITE OPERATOR and shall not be disclosed to any entity except to ZONE GRANTEE as provided below or a government entity as required by law. ZONE SITE OPERATOR shall be responsible for and provide a copy of any procedures manuals and periodic updates thereof to the ZONE GRANTEE pertaining to foreign-trade zone operations.

3.2 Audits, Inspections, and Requests for Information - ZONE SITE OPERATOR shall promptly notify ZONE GRANTEE of any reports requested by any government agency or of any audit or investigation commenced by any government agency which concerns Zone Site operations, and shall accompany such notification with copies of all requests, reports and investigative documentation. In addition, ZONE SITE OPERATOR shall submit to ZONE GRANTEE any other report that ZONE GRANTEE may reasonably require.

ZONE GRANTEE reserves the right to conduct audits and inspection of ZONE SITE OPERATOR and the Zone Site regarding foreign-trade zone activities during regular business hours.

3.3 Record Retention - All inventory and accounting records of ZONE SITE OPERATOR concerning Zone Site operations shall be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the Zone Site, whichever is longer, and all such records shall be available for inspection and audit by any relevant government agency and by ZONE GRANTEE during regular business hours.

SECTION 4. ADMINISTRATIVE CHARGES

4.1 Annual Foreign-Trade Zone Site Administrative and Activity Fees:

(1) Zone Site Operator shall pay the Zone Grantee an initial activation fee in the amount of four cents (\$.04) per square foot of activated Foreign-Trade Zone space which fee shall be submitted by Zone Site Operator together with documentation consisting of a site plan of the area requested to be activated. The initial activation fee will be a minimum of at least \$2,000.00 (Two Thousand Dollars) and at no time exceed \$10,000.00 (Ten Thousand Dollars).

(2) ZONE SITE OPERATOR shall pay the ZONE GRANTEE an annual administrative fee in the amount of five cents (\$.05) per square foot of activated space which fee will be a minimum of at least \$2,000.00 (Two Thousand Dollars) and at no time exceed \$10,000.00 (Ten Thousand Dollars) on the first day of the month following execution of this Agreement and on the anniversary date of each successive year during the term hereof and during any extensions thereof as a minimum fee for the services provided by the ZONE GRANTEE.

(3) In addition, ZONE SITE OPERATOR shall pay to the ZONE GRANTEE an activity fee of \$5.00 as defined by the following U.S. Customs forms: CF 214, CF 216, CF 7501, CF 3461, CF 368, release under section 321, CF 7512, CF 6043, and any amendment of any of the above transactions or their equivalents executed for the Zone Site. Said activity fee is due within 30 days of the end of each calendar year quarter during the term of this Agreement and during any extensions thereof.

4.2 Bureau of Customs and Border Protection and Foreign-Trade Zones Board Administrative Fees - ZONE SITE OPERATOR shall pay the full cost of all Bureau of Customs and Border Protection and Board administrative fees attributable to the Zone Site operations. The ZONE GRANTEE shall ask the Bureau of Customs and Border Protection and the Board to bill the ZONE SITE OPERATOR directly for the respective administrative fees attributable to the Zone Site. If direct billing is not authorized, ZONE SITE OPERATOR shall immediately reimburse ZONE GRANTEE for all said fees in the amount determined by ZONE GRANTEE. Any future Board or Bureau of Customs and Border Protection Administrative Fees shall be paid similarly.

4.3 Bureau of Customs and Border Protection Bond and Expense - ZONE SITE OPERATOR shall pay the full cost of the bond required in the amount required by the Bureau of Customs and Border Protection and Zone Grantee for Zone Site operations.

4.4 Proration of Expenses – Should it become necessary to prorate the administrative fees referred to in paragraph 4.2 above among the various zone sites of the “Zone” due to the Bureau of Customs and Border Protection refusal to allocate expenses to each Zone Site, ZONE GRANTEE shall prorate the amounts owed by ZONE SITE OPERATOR based on the percentage of square feet of activated Zone Space of the Zone Site over the total square feet of activated Zone Space in the “Zone” as of the first day of the period for which the charges are made, or based on any other equitable method as determined by the ZONE GRANTEE. In such event, ZONE SITE OPERATOR shall reimburse ZONE GRANTEE for the amount paid by ZONE GRANTEE as Bureau of Customs and Border Protection fees for the Zone Site.

SECTION 5. INDEMNIFICATION

ZONE SITE OPERATOR agrees to protect, indemnify and hold harmless, the ZONE GRANTEE and its City Council, officers, and employees from and against any and all actions, suits, proceedings, claims, demands, and Bureau of Customs and Border Protection penalties (including attorney’s fees and court costs), whether insured or not, arising out of or incident to Zone Site operations hereunder, including, but not limited to, actions, suits, proceedings, claims, demands, and Bureau of Customs and Border Protection penalties arising from Zone Site operations activities or use of the Zone Site.

In order to effectuate indemnity to ZONE GRANTEE for any claims above described, ZONE SITE OPERATOR shall acquire a Foreign-Trade Zone Grantee/Operator Back-To-Back Bond in the amount of \$100,000.00 payable to the ZONE GRANTEE in the event of any loss suffered by ZONE GRANTEE due to actions, suits, proceedings, claims, demands, or Bureau of Customs and Border Protection penalties arising from Zone Site operations. The amount of the indemnification bond herein shall in no way limit the ZONE SITE OPERATOR’S obligation for full indemnification as provided in the previous paragraph.

SECTION 6. INSURANCE

ZONE SITE OPERATOR agrees to carry with an admitted insurance company or companies approved by the ZONE GRANTEE, licensed to do business in the State of Texas and keep in effect during the term of this Agreement, liability insurance for the Zone Site for the benefits of the ZONE GRANTEE and with the ZONE GRANTEE, shown as an additional insured, including the obligation of the insurer to defend the ZONE GRANTEE, in any action covered by said insurance in the following amounts:

6.1 Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage Contractual Liability must be maintained covering the Contractors obligations contained in the contract.

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

- 6.3 Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- 6.4 Any Subcontractor(s) hired by the ZONE SITE OPERATOR shall maintain insurance coverage equal to that required of the ZONE SITE OPERATOR. It is the responsibility of the ZONE SITE OPERATOR to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- 6.5 The City of Laredo shall be named as an additional insured with respect to General, Auto and Workers' Compensation. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers' Compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 6.6 ZONE SITE OPERATOR may maintain reasonable and customary deductibles, subject to approval by the City of Laredo. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
- 6.7 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing, warranting and sets forth all endorsements and insurance coverages according to requirements and instructions contained herein. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo. Upon request, ZONE SITE OPERATOR shall furnish the City of Laredo with certified copies of all insurance policies.

SECTION 7. TERM AND RENEWAL

Unless terminated as herein provided, this Agreement shall become effective on June 1, 2010, and terminate on September 30, 2014.

SECTION 8. ASSIGNMENT AND RECOGNITION OF SUCCESSOR

This Agreement shall not be assigned, unless prior approval is granted by the City Council of the City of Laredo. In the event that approval is sought from the City of Laredo for a proposed assignment, the ZONE SITE OPERATOR shall provide notice of the proposed sale, sublease, or other change of interest to ZONE GRANTEE at least sixty (60) days prior to date of City Council action on the request for approval, and shall provide any and all information necessary to ZONE GRANTEE'S consideration of the request.

In the event an assignment is approved by the City Council, any assignee of ZONE SITE OPERATOR's interest in this Agreement shall assume all the rights and obligations of the ZONE SITE OPERATOR and shall become a party to this Agreement upon approval of the City Council.

The ZONE GRANTEE shall have the option and right to terminate this Agreement if there should be an assignment in violation of this Section.

SECTION 9. RIGHTS AND OBLIGATIONS OF PARTIES UPON TERMINATION

9.1 Termination by ZONE GRANTEE - In the event the ZONE GRANTEE for any reason wishes to terminate its participation in foreign-trade zone activities, it may terminate this Agreement by at least 180 days prior written notice delivered to ZONE SITE OPERATOR. In such event, ZONE SITE OPERATOR shall have the right, directly or through another entity, to assume the rights and obligations of the ZONE GRANTEE subject to the grant of the Board of a foreign-trade zone and necessary approval of any other governmental agency.

9.2 Termination upon default by ZONE SITE OPERATOR - If ZONE SITE OPERATOR shall default in performance of any covenant or provision herein, a plan of performance to correct such default shall be presented to ZONE GRANTEE within thirty (30) days of notice by ZONE GRANTEE to ZONE SITE OPERATOR of such default, and if such plan is not timely presented or if such default is not cured as specified in the plan as approved by ZONE GRANTEE, the ZONE GRANTEE may immediately terminate this Agreement. In such event, ZONE SITE OPERATOR shall immediately cease Zone Site operations in accordance with Bureau of Customs and Border Protection and Board regulations and all powers of attorney granted by ZONE GRANTEE shall cease.

9.3 Termination by ZONE SITE OPERATOR - ZONE SITE OPERATOR shall have the right, at any time, to terminate without cause this Agreement and all rights and obligations hereunder upon ninety (90) days prior written notice to ZONE GRANTEE. If no further foreign-trade zone activity will occur at the Zone Site, the final date of termination shall not occur before the Zone Site is deactivated pursuant to Bureau of Customs and Border Protection regulations and to the satisfaction of the Bureau of Customs and Border Protection and ZONE GRANTEE.

9.4 Termination not to Release or Relieve the ZONE SITE OPERATOR of Accrued Obligations; Survival - The ZONE SITE OPERATOR specifically acknowledges and agrees that, notwithstanding anything to the contrary contained herein upon termination or expiration of this Agreement for any reason whatsoever, it shall not be released or relieved from fulfilling any and all of its obligations or duties which arose or accrued during the term hereof, and the ZONE SITE OPERATOR specifically represents and warrants to the ZONE GRANTEE that upon termination or expiration of this Agreement for any reason whatsoever, the ZONE SITE OPERATOR shall completely perform and fulfill any and all of its obligations or duties, which arose or accrued during the term of this Agreement. Specifically, the ZONE SITE OPERATOR agrees, represents, and warrants that its indemnity obligations under Section 5 and the Bond obligations under Section 4.3 hereof shall be effective during the Statute of Limitations period of the Bureau

of Customs and Border Protection, the Board, and any other applicable agency.

9.5 Withdrawal of Grant - If the Foreign-Trade Zone Grant to the ZONE GRANTEE shall be revoked or cancelled, this Agreement shall terminate and ZONE SITE OPERATOR shall have no claim against the ZONE GRANTEE by reason of such revocation or cancellation, and ZONE SITE OPERATOR shall have no further interest in the subject matter of this Agreement.

SECTION 10. INDEPENDENT CONTRACTOR STATUS

The ZONE GRANTEE and ZONE SITE OPERATOR are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other except as set forth in paragraph 2.3 herein. The ZONE GRANTEE and ZONE SITE OPERATOR agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another except as provided in paragraph 2.3 herein.

SECTION 11. REPRESENTATIONS AND WARRANTIES

The ZONE GRANTEE makes no representations or warranties as to the particular privileges and benefits which may accrue to ZONE SITE OPERATOR from foreign-trade zone operations at the Zone Site as those privileges and benefits may vary as a result of changes in federal law, determinations of the Board and the Bureau of Customs and Border Protection, and operational decisions of ZONE SITE OPERATOR. The ZONE GRANTEE shall in no way be liable for any costs or losses sustained by ZONE SITE OPERATOR as a result of ZONE SITE OPERATOR'S use of the Zone Site.

SECTION 12. NOTICES

All notices to the ZONE GRANTEE shall be hand delivered or sent by certified mail, return receipt requested, addressed to:

City Manager
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

with a copy to:

Laredo International Airport
Foreign-Trade Zone No. 94
Airport Operations Manager
5210 Bob Bullock Loop
Laredo, Texas 78041

or at such other address as the ZONE GRANTEE designates in writing.

All notices to ZONE SITE OPERATOR shall be hand delivered or sent by certified mail, return receipt requested addressed to:

United States Bonded and Foreign Trade Zone Warehouse, LLC.
Attn: Jorge R. Orduna
10702 Patron Loop
Laredo, Texas 78045

or at such other address as ZONE SITE OPERATOR designates in writing.

The date of delivery shall be the date of hand delivery or as evidenced by the postal return receipt.

SECTION 13. MISCELLANEOUS

13.1 Construction. This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act, 19 U.S.C. Sections 81a et. seq., regulations adopted by the Board thereunder, 15 CFR Part 400, and all amendments thereto, and the applicable laws of the State of Texas.

13.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

13.3 Further Instruments and Actions. Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

13.4 Headings. Headings and captions in this Agreement are solely for convenience of reference and shall not affect its interpretation.

13.5 Integration. This Agreement is intended to set forth the precise relationship between the parties hereto as to foreign-trade zone operations. This instrument contains the entire agreement of the parties as to foreign-trade zone operations, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

13.6 Severability. If any provision of this Agreement is declared void or ineffective, that declaration will not affect the validity of any other provision of this Agreement.

13.7 Waiver. No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.

13.8 Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require.

13.9 Amendment. This Agreement cannot be changed orally, but only by an Agreement in writing executed by all parties hereto, and incorporated herein.

SIGNED IN TRIPLICATE ORIGINALS on this the ____ day of _____, 2010.

CITY OF LAREDO

BY: _____
CARLOS VILLARREAL
CITY MANAGER

ATTEST:

BY: _____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

UNITED STATES BONDED AND FOREIGN
TRADE ZONE WAREHOUSE, LLC.

BY: _____
JORGE R. ORDUNA
MANAGING PARTNER

Site Description
FTZ 94, Laredo, Texas
(A(27f)-80-2009)

*Site 1 (490.842 acres) -- within the 1,600-acre city-owned Laredo International Airport Industrial Park (A(27f)-61-2009; A(27f)-80-2009)

~~Site 1a -- expired 11/1/06 (1 acre) -- at 302 Grand Central Boulevard, Laredo, within the Milo Distribution Center~~

~~Site 1b -- expired 11/1/06 (1 acre) -- at 22219 Mines Road, Laredo, within the Transmaritime Inc.'s Transshipment Terminal~~

~~Site 1c -- expired 4/1/09 (2 acres) -- at 14213 Transportation Avenue, Laredo, within the Interamerica Industrial Park~~

~~Site 1d -- expired 4/1/09 (1 acre) -- at 309 NAFTA Boulevard, Laredo, within the Milo Distribution Center~~

Site 2 (20 acres) -- industrial park owned by the Texas-Mexican Railway, along Highway 359 in Webb County

Site 3 (550 acres) -- within the 1,400 acre Killiam industrial area, owned by Killiam Oil Co., at 12800 Old Mines Road

Site 4 (1,500 acres) -- within the 7,000-acre International Commerce Center, owned by Dolores Development Company, adjacent to the Laredo Solidarity Bridge crossing to Mexico

Site 5 (920 acres) -- La Barranca Ranch Industrial Park (owned by Librado Pina, Inc.) located on Interstate Highway 35 in northern Webb County, adjacent to the Union Pacific rail line, some 15 miles north of Laredo

Site 6 (682 acres) -- Unitec Industrial Center, Interstate Highway 35, 12 miles northwest of Laredo International Airport

Site 7 (831 acres) -- within the 1,530-acre Embarcadero Business Park (owned by Fasken, Ltd.)

Site 8 (2 acres, expires 8/31/2012) -- within the 30-acre RMR Industrial Park located at 204 Flecha Lane, Laredo (operated by Uni-Trade Forwarding, L.C.) (A(27f)-61-2009)

*Site 9 (1.158 acres, expires 12/31/2012) -- within the El Portal Industrial Park located at 12018 Auburn Road in Laredo (operated by Kuehne + Nagel, Inc.) (A(27f)-80-2009)

(*) -- indicates changes made through this action

Current as of 12/3/2009

COUNCIL COMMUNICATION

<p>DATE: 05/03/10</p>	<p>SUBJECT: Final Reading of Ordinance 2010-O-046 Amending Section 23-3 of Chapter 23 (Parks and Recreation) of the Code of Ordinances of the City of Laredo to allow for a \$5 increase in the annual membership fee for public recreation centers for all participants (from a present fee of \$5.00 to \$10.00); a \$25.00 fee for participation in two-week summer programs with a \$200.00 fee for non-residents; and, providing for an effective date. (As Amended)</p>								
<p>INITIATED BY: Carlos R. Villarreal City Manager</p>	<p>STAFF SOURCE: Osbaldo Guzman Parks and Recreation Director</p>								
<p>PREVIOUS COUNCIL ACTION: On April 19, 2010 City Council approved to allow a \$5.00 increase for the annual public recreation fee for all city recreation centers, for all participants. And a \$25 fee for participation in two-week summer program. On November 15, 2004, Council approved ordinance 2004-0-284 amending Section 23-3 and Section 23-5 of Chapter 23 (Parks and Recreation) of the Code of Ordinances of the City of Laredo to allow for, in part, the addition of new recreation center membership fees, program fees and league fees; and amending the City of Laredo FY 2004 - 2005 General Fund Budget by appropriating revenues and expenditures in the amount of \$100,000.00 for the new summer program fees and annual membership fees; providing for publication and effective date.</p>									
<p>BACKGROUND: The City operates eight recreation centers, five of which are over ten years old, and has over 14,000 current members registered. The City continues to provide a wide variety of programs and activities, a large portion of which are free to the public. In addition, the City has provided quality programming in a safe environment for over fifteen years through the 8am – 3pm, Summer Camp Program for a nominal fee and after surveying various south Texas cities, remains the city that charges the lowest fee. The following fees at the city’s recreational centers are hereby authorized:</p> <table border="0" data-bbox="142 1354 998 1501"> <tr> <td>(1) Annual Registration Fee per participant</td> <td>\$10.00</td> </tr> <tr> <td>(2) Summer Playground Program</td> <td>\$25.00</td> </tr> <tr> <td> per participant with a cap of \$50.00</td> <td></td> </tr> <tr> <td> per session, per family.</td> <td></td> </tr> </table>		(1) Annual Registration Fee per participant	\$10.00	(2) Summer Playground Program	\$25.00	per participant with a cap of \$50.00		per session, per family.	
(1) Annual Registration Fee per participant	\$10.00								
(2) Summer Playground Program	\$25.00								
per participant with a cap of \$50.00									
per session, per family.									
<p>FINANCIAL: Revenues for Recreation Fees, a line item to be identified, will increase accordingly; total estimated revenues of \$240,000.</p>									
<p>RECOMMENDATION:</p>	<p>STAFF: Recommends introduction of this ordinance.</p>								

COUNCIL COMMUNICATION

ORDINANCE 2010-O-046

Amending Section 23-3 of Chapter 23 (Parks and Recreation) of the Code of Ordinances of the City of Laredo to allow for a \$5 increase in the annual membership fee for public recreation centers for all participants (from a present fee of \$5.00 to \$10.00); a \$25.00 fee for participation in two-week summer programs with a \$200.00 fee for non-residents; and, providing for an effective date. (As Amended)

WHEREAS, the Parks and Leisure Director and the Parks Board recommend the implementation of the proposed fee structure; and

WHEREAS, the high cost of upkeep and maintenance of the facilities continues to escalate with the high volume of visitors and the increase in the city's population; and

WHEREAS, the additional revenues will aid in the aging recreational facilities through added maintenance and installation of new amenities to the benefit of all Laredoans; and,

WHEREAS, City Council finds that said ordinance is fair and reasonable.

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

Section 1. Amendment.

Section 23-3 Recreational Facility Fees of Chapter 23, Parks and Recreation, City of Laredo Code of Ordinances, is hereby amended to read as follows:

The following fees at the city's recreational centers be and is hereby authorized:

(5) Recreation center programming fees.

Recreation center annual membership fee, per participant . . . ~~5.00~~ \$10.00

Summer playground program, per participant, *per session* . . . \$25.00 (*cap of \$50.00 per family, per session*)

Section 2. Savings Clause.

All ordinances or parts of ordinances which are inconsistent or in conflict herewith are hereby repealed.

Section 3. Severability Clause.

If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be adjudged or

COUNCIL COMMUNICATION

for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

Section 4. Effective Date

This Ordinance will take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON

THIS _____ DAY OF _____, 2010.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

**BY: KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: 05-03-2010	SUBJECT: FINAL READING OF ORDINANCE 2010-O-047 Amending the City of Laredo FY 2010 Airport Construction Budget to recognize additional revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-063-2010 in the amount of \$145,629.00 to conduct a Wildlife Hazard Study and Assessment at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget amendment. The City's local match of five (5%) percent in the amount of \$7,665.00 is available in the Airport Construction Fund.																																	
INITIATED BY: Jesus M. Olivares Assistant City Manager		STAFF SOURCE: Jose L. Flores Airport Manager																																
PREVIOUS COUNCIL ACTION: Approved Resolutions No. 2010-R-012 authorizing the City Manager to submit a grant application to the Federal Aviation Administration.																																		
BACKGROUND: The City of Laredo-Laredo International Airport (LRD) requested the submittal of Statement of Qualifications for the purpose of obtaining the services of an FAA Qualified Airport Wildlife Biologist to conduct a Wildlife Hazard Assessment at Laredo International Airport (LRD) and to provide related services which include but are not limited to the following: <ul style="list-style-type: none"> • Performance of an Airport Wildlife Hazard Assessment in accordance with FAA Advisory Circular (AC) 150/5200-36. • Employee training in control measures and their responsibilities under the WHMP • Preparation of an Airport Wildlife Hazard Management Plan (WHMP) The Biologist must be qualified as outlined in FAA Advisory Circular 150/5200-36 "Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports". <p style="text-align: center;">Background Continued on Page 2</p>																																		
FINANCIAL IMPACT : <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 15%;">Account No.</th> <th style="width: 15%;">Amended Budget</th> <th style="width: 15%;">Adjustment</th> <th style="width: 25%;">Proposed Amended Budget</th> </tr> </thead> <tbody> <tr> <td colspan="5">FAA Grant No. 63 Revenues:</td> </tr> <tr> <td>FAA Grant# 3-48-0136-063-2010</td> <td>433-0000-322-2075</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$145,629</td> <td style="text-align: right;">\$145,629</td> </tr> <tr> <td colspan="5">Expenses:</td> </tr> <tr> <td>Project Engineering Fees</td> <td>433-3646-583-5512</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$153,294</td> <td style="text-align: right;">\$153,294</td> </tr> <tr> <td>Reserve Appropriation</td> <td>433-3699-584-9900</td> <td style="text-align: right;">\$431,413</td> <td style="text-align: right;">(\$7,665)</td> <td style="text-align: right;">\$423,748</td> </tr> </tbody> </table>						Account No.	Amended Budget	Adjustment	Proposed Amended Budget	FAA Grant No. 63 Revenues:					FAA Grant# 3-48-0136-063-2010	433-0000-322-2075	-	\$145,629	\$145,629	Expenses:					Project Engineering Fees	433-3646-583-5512	-	\$153,294	\$153,294	Reserve Appropriation	433-3699-584-9900	\$431,413	(\$7,665)	\$423,748
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COMMITTEE RECOMMENDATION: On February 9, 2010, the Airport Advisory Committee unanimously recommends approval.		STAFF RECOMMENDATION: Approval of this Ordinance.																																

Background Continued

A total of seven (7) firms submitted statement of qualifications which include the following:

- (1) Washman, LLC., (Brookston, Indiana)
- (2) Loomacres Wildlife Management (Warner, New York)
- (3) Geo-Marine, Inc.(Plano, Texas)
- (4) AMEC Earth and Environmental, Inc. (El Paso, Texas)
- (5) SWCA Environmental Consultants (Las Vegas, Nevada)
- (6) Terracon Consultants, Inc. (Laredo/Dallas, Texas) in association with C&S Companies, Wolf Eagle Environmental and Quachita Environmental Services.
- (7) Enercon Services, Inc. (Dallas, Texas) in association with Environmental Resource Solutions, Inc. (Jacksonville Beach, Florida)

Collisions between aircraft and wildlife compromise the safety of passengers and flight crews. Damage to an aircraft from a wildlife strike can range from a small dent in the wing to catastrophic engine failure and destruction of the aircraft along with potential loss of life. Recognizing the potential hazards wildlife pose to aircraft and human lives, Title 14, Code of Federal Regulations, Part 139.337(b) requires a response from airports when:

1. An air carrier aircraft experiences multiple wildlife strikes;
2. An air carrier aircraft experiences substantial damage from striking wildlife, as used in this paragraph, substantial damage means damage or structural failure incurred by an aircraft that adversely affects the structural strength, performance, or flight characteristics of the aircraft and that would normally require major repair or replacement of the affected component;
3. An air carrier aircraft experiences an engine ingestion of wildlife; or
4. Wildlife of a size, or in numbers, capable of causing an event described above is observed to have access to any airport flight pattern or aircraft movement area.

ORDINANCE NO. 2010-O- 047

AMENDING THE CITY OF LAREDO FY 2010 AIRPORT CONSTRUCTION BUDGET TO RECOGNIZE ADDITIONAL REVENUES FROM A GRANT RECEIVED FROM THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM BEING GRANT PROJECT NO. 3-48-0136-063-2010 IN THE AMOUNT OF \$145,629.00 TO CONDUCT A WILDLIFE HAZARD STUDY AND ASSESSMENT AT THE LAREDO INTERNATIONAL AIRPORT AND APPROPRIATING SAID GRANT REVENUE AND LOCAL MATCH TO THE APPROPRIATE EXPENDITURE ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID BUDGET AMENDMENT. THE CITY'S LOCAL MATCH OF FIVE (5%) PERCENT IN THE AMOUNT OF \$7,665.00 IS AVAILABLE IN THE AIRPORT CONSTRUCTION FUND.

WHEREAS, the Federal Aviation Administration has approved a grant offer to the City of Laredo under the Airport Improvement Program being Grant Project No. 3-48-0136-063-2010 in the amount of \$145,629.00 to conduct a Wildlife Hazard Study and Assessment at the Laredo International Airport; and

WHEREAS, the City's five (5%) percent local match in the amount of \$7,665.00 is available; and

WHEREAS, the Airport Manager and the Airport Advisory Committee recommend amending the budget and is in the best interest of the City of Laredo; and

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas, to amend its FY 2010 Budget to recognize the additional revenues and appropriate expenditures in the amount of \$153,294.00 and to match the grant in the amount of \$7,665.00.

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

Section 1: The City of Laredo hereby authorizes the City Manager to amend the FY 2010 Budget to recognize the additional revenues and appropriate expenditures in the amount of \$145,629.00 from Grant No. 3-48-0136-063-2010; and

Section 2: The City of Laredo is appropriating its five (5%) percent Local Match for said project in the amount of \$7,665.00.

ORDINANCE FAA GRANT #63 FOR WILDLIFE HAZARD STUDY AND ASSESSMENT

Section 3: The City Manager is hereby authorized and directed to amend the FY 2010 Budget to recognize the additional revenues and to appropriate expenditures in the amount of \$153,294.00 and to execute the grant agreement with the Federal Aviation Administration.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE ____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
VALERIA M ACEVEDO
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 05-03-2010	SUBJECT: FINAL READING OF ORDINANCE 2010-O-048 Amending the City of Laredo FY 2010 Airport Construction Budget to recognize additional revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-062-2010 in the amount of \$4,000,000.00 for noise mitigation under FAR PART 150 Noise Abatement Program at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget amendment. The City's local match of five (5%) percent in the amount of \$210,526 is available in the Airport Construction Fund.
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INITIATED BY: Jesus M. Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager
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PREVIOUS COUNCIL ACTION: Approved Resolutions No. 2010-R-016 authorizing the City Manager to submit a grant application to the Federal Aviation Administration.

BACKGROUND:

The Federal Aviation Administration Discretionary Grant in the amount of \$4,000,000.00 will allow the continuation of the City of Laredo Airport Noise Abatement Program.

Since inception when the City first started to the voluntary airport noise abatement program federal funding totals in excess of \$30.0 million.

It is estimated that the overall cost to noise mitigate the properties located south of the airport may exceed \$120.0 million and based on the annual level of federal funding may take approximately 10 to 15 years to fully mitigate the airport noise impact. The cost estimate is predicated on what option the property owner elects. The City's program is voluntary to the property owner and the owner gets to chose. This grant will enable the following:

- a. Whether to sell in fee simple to City, or
- b. Sell a perpetual avigation / noise easement to City.

FINANCIAL IMPACT:

	Account No.	Amended Budget	Adjustment	Proposed Amended Budget
FAA Grant No. 62 Revenues:				
FAA Grant# 3-48-0136-062-2010	433-0000-322-2075	-	\$4,000,000	\$4,000,000
Expenses:				
Reserve Appropriation Grant 62	433-3648-584-9900	-	\$4,210,526	\$4,210,526
Reserve Appropriation	433-3699-584-9900	\$789,474	(\$210,526)	\$578,948

COMMITTEE RECOMMENDATION: The Airport Advisory Committee unanimously recommended approval on March 1, 2010.	STAFF RECOMMENDATION: That the City Manager be authorized to amend the City of Laredo FY 2010 Budget.
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ORDINANCE NO. 2010-O-048

AMENDING THE CITY OF LAREDO FY 2010 AIRPORT CONSTRUCTION BUDGET TO RECOGNIZE ADDITIONAL REVENUES FROM A GRANT RECEIVED FROM THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM BEING GRANT PROJECT NO. 3-48-0136-062-2010 IN THE AMOUNT OF \$4,000,000.00 FOR NOISE MITIGATION UNDER FAR PART 150 NOISE ABATEMENT PROGRAM AT THE LAREDO INTERNATIONAL AIRPORT AND APPROPRIATING SAID GRANT REVENUE AND LOCAL MATCH TO THE APPROPRIATE EXPENDITURE ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID BUDGET AMENDMENT. THE CITY'S LOCAL MATCH OF FIVE (5%) PERCENT IN THE AMOUNT OF \$210,526 IS AVAILABLE IN THE AIRPORT CONSTRUCTION FUND.

WHEREAS, the Federal Aviation Administration has approved a grant offer to the City of Laredo under the Airport Improvement Program being Grant Project No. 3-48-0136-062-2010 in the amount of \$4,000,000.00 to continue the City's Noise Abatement Program for the Laredo International Airport; and

WHEREAS, the City's five (5%) percent local match in the amount of \$210,526 is available; and

WHEREAS, the Airport Manager and the Airport Advisory Committee recommend amending the budget and is in the best interest of the City of Laredo; and

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas, to amend its FY 2010 Budget to recognize the additional revenues and appropriate expenditures in the amount of \$4,210,526.00 and to match the grant in the amount of \$210,526.

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

Section 1: The City of Laredo hereby authorizes the City Manager to amend the FY 2010 Budget to recognize the additional revenues and appropriate expenditures in the amount of \$4.0 million from Grant No. 3-48-0136-062-2010; and

Section 2: The City of Laredo is appropriating its five (5%) percent Local Match for said project in the amount of \$210,526.

ORDINANCE FAA GRANT #62 FOR NOISE ABATEMENT PROGRAM

Section 3: The City Manager is hereby authorized and directed to amend the FY 2010 Budget to recognize the additional revenues and to appropriate expenditures in the amount of \$4,210,526.00 and to execute the grant agreement with the Federal Aviation Administration.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE ____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
VALERIA M ACEVEDO
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 05 / 3 / 2010	SUBJECT: Final Reading 2010-O-049 Authorizing the City Manager to amend and appropriate the City of Laredo's Special Police FY2009 -2010 annual budget in the amount of \$499,840.00 to fund the Laredo Recovery Act for Border Security and Trafficking Project. Funding for this project is available from the State of Texas Recovery Act Edward Byrne Memorial JAG or Justice Assistance Grant for the period of April 1, 2010 through March 31, 2011. This grant will be 100% funded at no cost to the city and will be used to pay overtime and purchase computer software for the police Border Security & Trafficking Project Operations.
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INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
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PREVIOUS COUNCIL ACTION: City Council authorized the submission of this grant on February 16, 2010 (Ref. 2010 -R-09).

ACTION PROPOSED:
That City Council approves this Ordinance.

BACKGROUND:

The American Recovery and Reinvestment Act of 2009 which was signed into law by President Obama on February 17, 2009 is an unprecedented effort to jumpstart our economy, create or save millions of jobs, and to put a down payment on addressing long-neglected challenges so our country can thrive in the 21st century. The Act is an extraordinary response to a crisis unlike any since the Great Depression, and includes almost \$2 billion in critical resources for state and local law enforcement and other criminal justice activities through the JAG Recovery Program.

The Laredo Recovery Act for Border Security and Trafficking Project is committed to reduce the impact of violent street and prison gangs within the City of Laredo. The main objectives will be to target major gangs by increasing police presence in high crime areas and to actively investigate not only new gang activity but repeat offenders who have served time and are on probation. These investigations will help state and federal officials with the prosecution of criminals for their acts of violent and repeated crimes committed.

FINANCIAL IMPACT:

	Original Budget	Proposed Budget	Budget Amendment
Revenues:			
Laredo Recovery Act for Border Security and Trafficking P	-	499,840	499,840
Expenses:			
	-	499,840	499,840

*No local match required

RECOMMENDATION:	STAFF: Recommends that Council approve this resolution.
-----------------	--

Final Reading 2010-O-049

Authorizing the City Manager to amend and appropriate the City of Laredo's Special Police FY2009-2010 annual budget in the amount of \$499,840.00 to fund the Laredo Recovery Act for Border Security and Trafficking Project. Funding for this project is available from the State of Texas Recovery Act Edward Byrne Memorial JAG or Justice Assistance Grant for the period of April 1, 2010 through March 31, 2011. This grant will be 100% funded at no cost to the city and will be used to pay overtime and purchase computer software for police Border Security & Trafficking Project Operations.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will apply for \$499,840 from the State of Texas under the JAG Recovery grant program and it will pay overtime for law enforcement operations and a computer software; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of State of Texas funds, the City of Laredo assures that the funds will be returned to the State of Texas Governor's Office and the Bureau of Justice Assistance in full; and

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's FY2009 -2010 annual budget in the amount of \$499,840.00 to fund the Laredo Recovery Act for Border Security and Trafficking Project. Funding for this project is available from the State of Texas Recovery Act Edward Byrne Memorial JAG or Justice Assistance Grant for the period of April 1, 2010 through March 31, 2011. This grant will be 100% funded at no cost to the city and will be used to pay overtime and purchase computer software for police Border Security & Trafficking Project Operations.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

Date: 05/03/10	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-050 AMENDING CHAPTER 24, ARTICLE VI, OF THE <i>LAREDO LAND DEVELOPMENT CODE</i> , SECTION 24.93.6: SPECIAL PERMIT PROCEDURES: ELECTRONIC DISPLAYS, IN ORDER TO REMOVE THE REQUIREMENT THAT DISPLAYS BE LOCATED ON THE PREMISES OF AN OUTDOOR ARENA, STADIUM, OR THEATER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.	
Initiated by: City Council	Staff source: Keith Selman, Planning Director Horacio De Leon, Asst. City Manager	
Prior action: This item was introduced by Gene Belmares at the meeting of April 19, 2010.		
BACKGROUND The proposed amendment will remove the requirement that electronic displays must be located on the premises of an outdoor arena, stadium, or theater before they qualify to be considered for a Special Use Permit.		
FINANCIAL: None.		
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the ordinance amendment.	STAFF RECOMMENDATION: Staff <u>supports</u> the ordinance amendment.	

ORDINANCE NO. 2010-O-050

AMENDING CHAPTER 24, ARTICLE VI, OF THE *LAREDO LAND DEVELOPMENT CODE*, SECTION 24.93.6: SPECIAL PERMIT PROCEDURES: ELECTRONIC DISPLAYS, IN ORDER TO REMOVE THE REQUIREMENT THAT DISPLAYS BE LOCATED ON THE PREMISES OF AN OUTDOOR ARENA, STADIUM, OR THEATER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

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

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

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

WHEREAS, the Planning and Zoning Commission held a public hearing on April 1, 2010, on the request and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo; and,

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

Section 1: Chapter 24, Article VI, Section 24.93.6: Electronic Displays, of the Laredo Land Development Code is hereby amended to read as follows:

The Council may grant a special use permit for an electronic display under the following conditions:

- (1) ~~The display is located on the premises of an outdoor sports arena, stadium, or theater, provided however, that n~~ No such display may be located within 200 feet of any state or federal highway, or any residential zoning district.
- (2) The display is located on private property within 1,000 feet of an international bridge crossing.
- (3) The display is mounted on an existing structure.
- (4) The display allocates not less than 10% of all display time to public promotion and public service announcements approved by City Council, at no charge. Such time shall be distributed evenly during daylight and evening hours.
- (5) The display is equipped to present emergency warnings approved by the City as part of its Disaster Preparedness Plan. Activation of such emergency warnings shall be approved by the Fire Chief, with notice to the City Manager and the Mayor.

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.

Section 4: Severability

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

Section 5: Open Meeting

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>Date: 05/03/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-051 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 9.5 acres, as further described by metes and bounds in attached Exhibit "A", located on the east side of Ejido Road, south of Wormser Road, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District); Providing for publication and effective date. ZC-08-2010</p>
<p>Initiated by: A & W Real Estate II, Ltd.</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Mike Garza at the regular meeting of April 19, 2010.</p>	
<p>BACKGROUND</p> <p>Council District: I– Mike Garza</p> <p>Proposed use: Multi-family Residential.</p> <p>Site: The site is currently vacant.</p> <p>Surrounding land uses: West of the site are single family residences and multi-family residential structures. To the south of the site are vacant land and a pond. To the north and east is vacant land.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Ejido Road as a Minor Arterial.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The intended R-2 designation is consistent with the Comprehensive Plan’s designation for this area as Low Density Residential. The surrounding land uses already include multi-family residential uses. There is an existing pattern of multi-family residential development along Ejido.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

R-2 (Multi-Family Residential District): The purpose of the R-2 District is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?

No, there is an established land use pattern of multi-family residential development.

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

No, there is an R-2 district to the west along Ejido Road.

Will change adversely influence living conditions in the neighborhood?

No.

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

No, the current zoning allows for single-family residences.

ORDINANCE NO. 2010-O-051

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 9.5 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE EAST SIDE OF EJIDO ROAD, SOUTH OF WORMSER ROAD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a zone change has been requested by the owners 9.5 acres, as further described by metes and bounds in attached Exhibit "A", located on the east side of Ejido Road, south of Wormser Road, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential 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 April 1, 2010, 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 April 19, 2010, 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 9.5 acres, as further described by metes and bounds in attached Exhibit "A", located on the east side of Ejido Road, south of Wormser Road, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential 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 _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date: 05/03/10	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-052 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 7.17 acres, as further described by metes and bounds in attached Exhibit "A", located north of Cielito Lindo Boulevard and west of Slowriver Court, from R-1A (Single Family Reduced Area District) to R-1-MH (Single-Family Manufactured Housing District); Providing for publication and effective date. ZC-12-2010	
Initiated by: Laredo Horizon Development Corporation	Staff source: Keith Selman, Planning Director	
Prior action: This item was introduced by Mike Garza at the regular meeting of April 19, 2010.		
BACKGROUND <p>Council District: I – Mike Garza</p> <p>Proposed use: Manufactured housing development</p> <p>Site: The site is currently vacant.</p> <p>Surrounding land uses: The adjacent properties are vacant with the exception of a vacant single-family structure to the east and LBJ High School to the south.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office and Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Cielito Lindo as a Major Arterial.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>		
STAFF COMMENTS <p>The proposed zone change is appropriate at this location. An R-1-MH district would be consistent with the Comprehensive Plan's low density residential designation for the area. The change is compatible with the surrounding zoning districts to the north. This area is following a pattern of low density residential development.</p>		
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.	STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change.	

COUNCIL COMMUNICATION

IMPACT ANALYSIS

R-1-MH (Single Family Manufactured Housing District): The purpose of the R-1-MH District is to permit subdivisions designed to meet the dimensional and configuration requirements for manufactured and modular housing neighborhoods.

Is this change contrary to the established land use pattern?

No, the predominant land use pattern in this immediate area is single family residential.

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

No, there is an R-1-MH district adjacent to the north.

Will change adversely influence living conditions in the neighborhood?

No.

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

No, the existing zoning allows for residential uses.

ORDINANCE NO. 2010-O-052

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 7.17 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED NORTH OF CIELITO LINDO BOULEVARD AND WEST OF SLOWRIVER COURT, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-1-MH (SINGLE-FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 7.17 acres, as further described by metes and bounds in attached Exhibit "A", located north of Cielito Lindo Boulevard and west of Slowriver Court, from R-1A (Single Family Reduced Area District) to R-1-MH (Single-Family Manufactured Housing 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 April 1, 2010, 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 April 19, 2010, 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 7.17 acres, as further described by metes and bounds in attached Exhibit "A", located north of Cielito Lindo Boulevard and west of Slowriver Court, from R-1A (Single Family Reduced Area District) to R-1-MH (Single-Family Manufactured Housing 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 _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date: 05/03/10	SUBJECT: FINAL READING OF ORDINANCE 2010-O-053 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.77 acres, located at 5620 E. Saunders Street, from B-3 (Community Business District) to B-4 (Highway Commercial District); Providing for publication and effective date. ZC-68-2009
Initiated by: Mauro Gutierrez	Staff source: Keith Selman, Planning Director
Prior action: This item was introduced by Johnny Rendon at the regular meeting of April 19, 2010.	
BACKGROUND <p>Council District: V – Johnny Rendon</p> <p>Proposed use: Auto Body Shop</p> <p>Site: The site is occupied by Jet Auto Body.</p> <p>Warnings/Citations: The site received a warning on November 2, 2009, for allowing or conducting body shop/auto paint, outside storage of equipment and auto impound (private). The site received citations on December 08, 2009, for the same three violations.</p> <p>Surrounding land uses: To the north are vacant lots, Escondido subdivision and Lake Casa Blanca. To the east lie ER Auto Parts, Clay’s Iron Works, Hacienda Vieja Imports and vacant land. To the south are vacant land, Woodlands subdivision, Maldonado Fine Furniture, Empire Truck Line, single-family housing, Act Pipe & Supply, and Fiesta subdivision. To the west lie Ultra Well Inc., North Houston Pole Line, Rey’s Auto Plex, and Casa Blanca Ballroom.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Saunders Street as an Expressway.</p> <p>Letters sent to surrounding property owners: 6 In Favor: 0 Opposed: 0</p>	
STAFF COMMENTS <p>Staff supports the proposed zone change. The site abuts a defined Expressway according to the Long Range Thoroughfare Plan and therefore meets the location criteria for a B-4 district.</p>	
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.	STAFF RECOMMENDATION: Staff supports the proposed zone change.

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No. There are other B-4 commercial uses in the vicinity.

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

No. There are B-4 and M-1 districts south and west of the site.

Will change adversely influence living conditions in the neighborhood?

There are no residential areas immediately surrounding the site.

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

Yes, the current zoning does not allow for permitted uses that are suitable alongside major arterials or freeways.

ORDINANCE NO. 2010-O-053

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.77 ACRES, LOCATED AT 5620 E. SAUNDERS STREET, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT) AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a zone change has been requested by the owners 1.77 acres, located at 5620 E. Saunders Street, 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 February 04, 2010, 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 April 19, 2010, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 1.77 acres, located at 5620 E. Saunders Street, 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 _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date: 05/03/10	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-054 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 2.11 acres, as further described by metes and bounds in attached Exhibit "A", located on the northwest corner of McPherson Road and Fenwick Drive, from B-1 (Limited Commercial District) to B-3 (Community Business District); Providing for publication and effective date. <div style="text-align: right;">ZC-11-2010</div>
Initiated by: Robert Muller, Ltd. Gilpin Engineering Co.	Staff source: Keith Selman, Planning Director
Prior action: This item was introduced by Gene Belmares at the regular meeting of April 19, 2010.	
BACKGROUND Council District: VI – Gene Belmares Proposed use: Commercial Site: vacant Surrounding land uses: The land adjacent to the east of the site includes Texas Community Bank and McPherson Medical Center. South of the site is vacant land and single-family residences. The land west of the site includes vacant land and single-family residences. North of the site are offices, The Gym, Imagine Store and U.S. Cleaners. Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office. Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial. Letters sent to surrounding property owners: 20 In Favor: 1 Opposed: 1	
STAFF COMMENTS The proposed zone change is appropriate at this location. The proposed change is consistent with the Comprehensive Plan's designation for this area as Retail/Office. This area of McPherson Road is following a pattern of commercial development and zoning..	
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.	STAFF RECOMMENDATION: Staff supports the proposed zone change

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, there is a substantial pattern of commercial development along this corridor.

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

No, there exist B-3 districts to the north and south along McPherson Road.

Will change adversely influence living conditions in the neighborhood?

No, there are already B-3 compatible uses along McPherson Road

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

No, the current zoning only allows for sufficient commercial uses.

ORDINANCE NO. 2010-O-054

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 2.11 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE NORTHWEST CORNER OF MCPHERSON ROAD AND FENWICK DRIVE, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT) AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a zone change has been requested by the owners 2.11 acres, as further described by metes and bounds in attached Exhibit "A", located on the northwest corner of McPherson Road and Fenwick Drive, 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 April 1, 2010, 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 April 19, 2010, 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 2.11 acres, as further described by metes and bounds in attached Exhibit "A", located on the northwest corner of McPherson Road and Fenwick Drive, 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 _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>Date: 05/03/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-055 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a flea market on Blocks 1, 2, and 3, Laredo Truck Stop Subdivision, located at 5305 Santa Maria Avenue; Providing for publication and effective date. ZC-10-2010</p>	
<p>Initiated by: Leon Oscar Ramirez</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Jose A. Valdez, Jr. at the regular meeting of April 19, 2010.</p>		
<p>BACKGROUND</p> <p>Council District: VII – Jose A. Valdez, Jr.</p> <p>Proposed use: Warehouse</p> <p>Site: The site is occupied by a vacant warehouse.</p> <p>Surrounding land uses: To the north are Home Depot, Guitar Center, and U.S. Cellular. To the south is the Truck Stop Gateway. To the west Best Border Cargo, Fastenal, Bottoms Up Billards, Golden West, Trevino Mini-Storage and offices. To the east is Wal-Mart.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Santa Maria Avenue as an Industrial Collector.</p> <p>Letters sent to surrounding property owners: 8 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.</p> <p>Staff supports the issuance of an SUP and recommends that the following conditions be attached to the issuance of an SUP:</p> <p align="right">(Continued on next page)</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 0 vote, recommended approval of the Special Use Permit.</p>		<p>STAFF RECOMMENDATION: Staff <u>supports</u> the Special Use Permit.</p>

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The Special Use Permit is issued to Leon Oscar Ramirez, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. All parking and loading will be provided on the premises.
4. Public sewer and water facilities and services shall be available on the premises which meet public health and adopted building code standards for a public rest room set forth in the Standard Plumbing Code Table 922.2 "Minimum Plumbing Fixtures" for restaurants. Retail sales area shall be measured as all that area of the business grounds excluding parking and building set-back requirements.
5. The flea market shall be designed such that sales are made from booths and not directly from motor vehicles.
6. Trees and shrubs shall be provided in compliance with the Laredo Land Development Code.
7. No sale or consumption of alcohol.
8. No sale of livestock or animals.

ORDINANCE NO. 2010-O-055

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO AUTHORIZING A SPECIAL USE PERMIT FOR A FLEA MARKET ON BLOCKS 1, 2, AND 3, LAREDO TRUCK STOP SUBDIVISION, LOCATED AT 5305 SANTA MARIA AVENUE AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for a Special Use Permit for a flea market on Blocks 1, 2, and 3, Laredo Truck Stop Subdivision, located at 5305 Santa Maria 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 April 1, 2010; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the of a Special 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 April 19, 2010, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special 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 a Special Use Permit for a flea market on Blocks 1, 2, and 3, Laredo Truck Stop Subdivision, located at 5305 Santa Maria Avenue.

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

1. The Special Use Permit is issued to Leon Oscar Ramirez, and is non-transferable.

2. The Special Use Permit is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. All parking and loading will be provided on the premises.
4. Public sewer and water facilities and services shall be available on the premises which meet public health and adopted building code standards for a public rest room set forth in the Standard Plumbing Code Table 922.2 "Minimum Plumbing Fixtures" for restaurants. Retail sales area shall be measured as all that area of the business grounds excluding parking and building set-back requirements.
5. The flea market shall be designed such that sales are made from booths and not directly from motor vehicles.
6. Trees and shrubs shall be provided in compliance with the Laredo Land Development Code.
7. No sale or consumption of alcohol.
8. No sale of livestock or animals.
9. Nineteen (19) trees and 56 shrubs will be planted and maintained in compliance with the Laredo Land Development Code.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

 RAUL G. SALINAS
 MAYOR

ATTEST:

 GUSTAVO GUEVARA, JR.
 CITY SECRETARY

APPROVED AS TO FORM:
 RAUL CASSO
 CITY ATTORNEY

 BY: NATHAN R. BRATTON
 ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date: 05/03/10	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-056 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a forklift repair business on the south 2/3 of Lot 2, Block 552, Western Division, located at 1716 Shea Street; Providing for publication and effective date. ZC-02-2010	
Initiated by: Leticia Luna Guardiola Elidia R. Luna		Staff source: Keith Selman, Planning Director
Prior action: This item was introduced by Cynthia Liendo Espinoza at the regular meeting of April 19, 2010.		
BACKGROUND <p>Council District: VIII – Cynthia Liendo Espinoza</p> <p>Proposed use: Forklift Repair Business and residential home</p> <p>Site: A single-family house and outdoor storage is on site.</p> <p>Warnings/Citations: The site received a warning on January 26, 2010, for operating/conducting a forklift repair business on an R-3 zone and storing equipment for the same.</p> <p>Surrounding land uses: To the north is single-family housing. To the east lies single-family housing. To the south are single-family structures and Garza Bargain Center. To the west lie single-family housing, a manufactured housing unit, a vacant industrial building, and a private auto yard.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Shea Street.</p> <p>Letters sent to surrounding property owners: 35 In Favor: 13 Opposed: 4</p>		
STAFF COMMENTS <p>Staff does not support the proposed Conditional Use Permit at this location. The neighborhood is an established single-family residential one and introducing a forklift repair business would alter the character of the neighborhood.</p> <p>However, should the Planning and Zoning Commission be inclined to recommend approval to City Council, staff recommends the following provisions be attached to the issuance of a CUP.</p>		
(Continued on next page)		
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 9 to 0 vote, recommended approval of the Conditional Use Permit.		STAFF RECOMMENDATION: Staff <u>does not support</u> the Conditional Use Permit.

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The C.U.P. shall be issued to Elidia R. Luna and Leticia Luna Guardiola, and is nontransferable.
2. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. Provide parking spaces in compliance with the Laredo Land Development Code.
4. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
5. Signage will be limited to a three by four foot sign.
6. Banners and window signs are prohibited.
7. All storage of equipment shall be within a wholly enclosed building.
8. Provide a seven foot tall opaque fence along the northern and eastern property lines. (Must comply with this condition within six months of May 3, 2010)
9. The C.U.P. shall be valid for one (1) year from date of final reading.
10. The hours of operation shall be limited to 8 a.m. to 6 p.m.

ORDINANCE NO. 2010-O-056

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A FORKLIFT REPAIR BUSINESS ON THE SOUTH 2/3 OF LOT 2, BLOCK 552, WESTERN DIVISION, LOCATED AT 1716 SHEA STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. (AS AMENDED)

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a forklift repair business on the south 2/3 of Lot 2, Block 552, Western Division, located at 1716 Shea Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2010; 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 April 19, 2010, on the request and finds the Conditional Use Permit 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 forklift repair business on the south 2/3 of Lot 2, Block 552, Western Division, located at 1716 Shea Street.

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

1. The C.U.P. shall be issued to Elidia R. Luna and Leticia Luna Guardiola, and is non-transferable.
2. The C.U.P. is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. Provide parking spaces in compliance with the Laredo Land Development Code.

4. Provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
5. Signage will be limited to a three by four foot sign.
6. Banners and window signs are prohibited.
7. All storage of equipment shall be within a wholly enclosed building.
8. Provide a seven foot tall opaque fence along the northern and eastern property lines. (Must comply with this condition within six months of May 3, 2010)
9. The C.U.P. shall be valid for one (1) year from date of final reading.
10. The hours of operation shall be limited to 8 a.m. to 6 p.m.

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 _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: 05/03/2010</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-057 DESIGNATING AS A ONE-WAY SOUTHBOUND THE 2000 AND 2100 BLOCKS OF S. MILMO AVENUE, BETWEEN CHESNUT STREET AND SAN LUIS STREET, AND AS A ONE-WAY WESTBOUND THE 2300 AND 2400 BLOCKS OF SAN LUIS STREET, BETWEEN S. JARVIS AVENUE AND S. MILMO AVENUE, DURING THE PEAK HOURS OF 7:30 A.M. TO 8:30 A.M., AND 2:30 P.M. TO 4:15 P.M., MONDAY THRU FRIDAY, DURING SCHOOL DAYS, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.</p>
<p>INITIATED BY: Jesus Olivares, Assistant City Manager</p>	<p>STAFF SOURCE: Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager</p>
<p>PREVIOUS COUNCIL ACTION: First Reading of Ordinance passed by City Council on 04-19-2010.</p>	
<p>BACKGROUND: Mr. Victor G. Mora, School Student Safety/Crisis Management Supervisor for L.I.S.D. forwarded a request to the City of Laredo Traffic Safety Division to evaluate school operation traffic flow around the Jesus A. Kawas Elementary School campus with consideration to one-way operation around the school. Traffic Safety Staff met with school principal and conducted on site observations during peak period of the traffic circulation around campus.</p> <p>The Traffic Safety Division is recommending one-way designations for the following roadways:</p> <ul style="list-style-type: none"> • 2000 and 2100 blocks of S. Milmo Ave., between Chestnut St. and San Luis Ave., - Southbound • 2300 and 2400 blocks of San Luis Street, between Jarvis Avenue and Milmo Avenue - Westbound <p>The effective hours for the one-way operation will be between 7:30 a.m. to 8:30 a.m., and from 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days. This item was presented to the Transportation and Traffic Safety Advisory Committee and recommended in favor of the proposed one way designations. Funding for the project will be obtained from the Traffic Safety -Street Signs- Operating Budget <i>See attached copy of proposed one way school traffic circulation.</i></p>	
<p>FINANCIAL IMPACT: Funding for the project will be obtained from the Traffic Safety- Street Signs- Operating Budget. Acct. 101-2614-522-3040.</p>	
<p>COMMITTEE RECOMMENDATION: Transportation & Traffic Safety Advisory Committee recommended approval.</p>	<p>STAFF RECOMMENDATION: Staff recommends approval of this ordinance.</p>

ORDINANCE 2010-O-057

DESIGNATING AS A ONE-WAY SOUTHBOUND THE 2000 AND 2100 BLOCKS OF S. MILMO AVENUE, BETWEEN CHESNUT STREET AND SAN LUIS STREET, AND AS A ONE-WAY WESTBOUND THE 2300 AND 2400 BLOCKS OF SAN LUIS STREET, BETWEEN S. JARVIS AVENUE AND S. MILMO AVENUE, DURING THE PEAK HOURS OF 7:30 A.M. TO 8:30 A.M., AND 2:30 P.M. TO 4:15 P.M., MONDAY THRU FRIDAY, DURING SCHOOL DAYS, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, an LISD school representative requested the Traffic Safety Division to evaluate traffic operation at Jesus Kawas Elementary school during school peak hours of operation in order to safely load and unload school children; and

WHEREAS, South Milmo Street will function better as a one-way southbound and San Luis Street as a one-way westbound, adjacent to the school campus, during school peak periods of operation; and

WHEREAS, the designation of the 2000 and 2100 blocks of South Milmo Ave., between Chesnut Street and San Luis Street, and the 2300 and 2400 blocks of San Luis Street, between S. Jarvis Avenue and S. Milmo Avenue, as a one way in the south direction and as a one-way in the west direction, respectively, during peak periods of school operation will add safety to the loading and unloading of school children; and

WHEREAS, the Traffic Safety Department, after proper analysis, has determined that the interest and safety of the children of Jesus A. Kawas Elementary School will be improved by designating the 2000 and 2100 blocks of South Milmo Street, between Chesnut Street and San Luis Street, as one-way in the south direction and the 2300 and 2400 blocks of San Luis Street, between S. Jarvis Avenue and S. Milmo Avenue, as a one-way in the west direction, during the school peak hours of operation; and;

WHEREAS, the Transportation and Traffic Safety Advisory Committee has recommended in favor of designating the 2000 and 2100 blocks of S. Milmo Street, between Chesnut Street and San Luis Street, as one-way in a south direction and the 2300 and 2400 blocks of San Luis Street, between S. Jarvis Avenue and S. Milmo Avenue, as a one-way in the west direction during school peak periods of operation; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

SECTION 1: The 2000 and 2100 blocks of South Milmo Avenue, between Chesnut Street and San Luis Street, and the 2300 and 2400 blocks of San Luis Street, between South Jarvis and S. Milmo Avenue, are hereby designated as one-way streets in the southbound direction and westbound direction, respectively, to be in effect only during the peak school hours of 7:30 a.m. to 8:30 a.m., and 2:30 p.m. to 4:15 p.m.; and; and

SECTION 2: The installation and erection of appropriate signs giving notice thereof be and is hereby approved and authorized; and

SECTION 3: The City Manager, the Traffic Safety Manager, and the Chief of Police are hereby authorized to take the necessary steps to carry out this ordinance; and

SECTION 4: This ordinance shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY _____, 2010.

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

RAUL G. SALINAS
MAYOR

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

By: _____
KRISTINA L. HALE
ASST. CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 05/03/2010	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-058 DESIGNATING AS A ONE-WAY EASTBOUND THE 2900 BLOCK OF NORTON STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY EASTBOUND THE 2900 BLOCK OF TINAJA STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY WESTBOUND THE 2900 BLOCK OF THURMAN STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY WESTBOUND THE 2900 BLOCK OF PALO BLANCO STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY NORTHBOUND THE 2900 BLOCK OF CANADA STREET, BETWEEN NORTON STREET AND THURMAN STREET, AS A ONE-WAY SOUTHBOUND THE 2700 BLOCK OF CANADA STREET, BETWEEN TINAJA STREET AND PALO BLANCO STREET, DURING THE PEAK HOURS OF 7:30 A.M. TO 8:30 A.M., AND 2:30 P.M. TO 4:15 P.M., MONDAY THRU FRIDAY, DURING SCHOOL DAYS, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager
PREVIOUS COUNCIL ACTION: First Reading of Ordinance passed by City Council on 04-19-2010.	
BACKGROUND: City Council, at the request of Council Member Mike Garza, instructed Traffic Safety Division Staff evaluate school operation traffic flow around the campus with consideration to one way street operation and authorized the use of District I Discretionary funds for all necessary traffic control devices for this project. Traffic Safety Staff met with school principal and conducted on site observations during peak period of the traffic circulation around campus. The Traffic Safety Division is recommending one-way designations for the following roadways: 2900 block of Norton Street - Eastbound 2900 block of Tinaja Street - Eastbound 2900 block of Thurman Street - Westbound 2900 block of Palo Blanco Street - Westbound 2700 of S. Canada Avenue - Southbound 2900 of S. Canada Avenue - Northbound The effective hours for the one-way operation will be between 7:30 to 8:30 a.m., and from 2:30 to 4:15 p.m., Monday thru Friday, during school days. This item was scheduled to be presented to the Transportation and Traffic Safety Advisory Committee on Wednesday, April 14, 2010 and recommended in favor of the proposed one-way designations See attached copy of proposed one way school traffic circulation.	
FINANCIAL IMPACT: Funding for signs for the one way project will be obtained from Traffic Safety – Street Signs- Operating Budget. Acct. 101-2614-522-3040.	
COMMITTEE RECOMMENDATION: Transportation and Traffic Safety Advisory Committee recommended approval.	STAFF RECOMMENDATION: Staff recommends approval of this ordinance.

ORDINANCE No. 2010-O-058

DESIGNATING AS A ONE-WAY EASTBOUND THE 2900 BLOCK OF NORTON STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY EASTBOUND THE 2900 BLOCK OF TINAJA STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY WESTBOUND THE 2900 BLOCK OF THURMAN STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY WESTBOUND THE 2900 BLOCK OF PALO BLANCO STREET, BETWEEN S. NEW YORK AVENUE AND S. CANADA AVENUE, AS A ONE-WAY NORTHBOUND THE 2900 BLOCK OF CANADA STREET, BETWEEN NORTON STREET AND THURMAN STREET, AS A ONE-WAY SOUTHBOUND THE 2700 BLOCK OF CANADA STREET, BETWEEN TINAJA STREET AND PALO BLANCO STREET, DURING THE PEAK HOURS OF 7:30 A.M. TO 8:30 A.M., AND 2:30 P.M. TO 4:15 P.M., MONDAY THRU FRIDAY, DURING SCHOOL DAYS, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, school representatives requested the Traffic Safety Division to evaluate traffic operation at H. Ligarde Elementary school during school peak hours of operation in order to safely load and unload school children; and

WHEREAS, the designation of Tinaja Street, Norton Street, Thurman Street, Palo Blanco Street, Canada Avenue as one-ways during peak periods of school operation will add safety to the loading and unloading of school children; and

WHEREAS, the Traffic Safety Department, after proper analysis, has determined that the interest and safety of the children of H. Ligarde Elementary School will be improved by designating Thurman Street, Norton Street, and S. Canada Ave as one-ways in a counter-clockwise one way direction; and Tinaja Street, Palo Blanco Street, and S. Canada Avenue as one-ways in a clockwise direction during the school peak hours of operation; and

WHEREAS, the Transportation and Traffic Safety Advisory Committee has recommended in favor of designating Thurman Street, Norton Street, and S. Canada Ave as one-ways in a counter-clockwise one way direction; and Tinaja Street, Palo Blanco Street, S. Canada Avenue as one-ways in a clockwise one way direction during school peak periods of operation; and

WHEREAS, the City Council of the City of Laredo has determined that the safety of the students will be improved by these one-way direction designations;

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

SECTION 1: The block 2900 of Norton Street, between S. New York Avenue and Canada Avenue, be designated as a one-way eastbound to be effective during the peak hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days; and

SECTION 2: The block 2900 of Tinaja Street, between S. New York Avenue and S. Canada Avenue, be designated as a one-way eastbound to be effective during the peak

hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days; and

SECTION 3: The block 2900 of Thurman Street, between S. New York Avenue and Canada Avenue, be designated as a one-way westbound to be effective during the peak hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days; and

SECTION 4: The block 2900 of Palo Blanco Street, between S. New York Avenue and S. Canada Avenue, be designated as a one-way westbound to be effective during the peak hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days; and

SECTION 5: The block 2900 of S. Canada Avenue, between Thurman Street and Norton Street, be designated as a one-way northbound to be effective during the peak hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days; and

SECTION 6: The block 2700 of S. Canada Avenue, between Palo Blanco Street and Tinaja Street, be designated as a one-way southbound to be effective during the peak hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days; and

SECTION 7: The installation and erection of appropriate signs giving notice thereof be and is hereby approved and authorized; and

SECTION 8: The City Manager, Chief of Police, and Transportation Director be and are hereby authorized to take necessary steps to carry out this ordinance; and

SECTION 9: This ordinance shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

APPROVED BY THE MAYOR ON THIS _____ DAY _____, 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: KRISTINA L. HALE
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: May 3, 2010</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-059 SETTING THE MAXIMUM SPEED LIMIT ON THAT 1.3 MILE SECTION OF LOOP 20 APPROACHING SH 359, WITHIN THE CITY LIMITS OF LAREDO, WEBB COUNTY, TEXAS, AS 45 MPH, FROM MILE POINT 12.158 AND ENDING ON MILE POINT 12.854 AS DEFINED IN THE TEXAS DEPARTMENT OF TRANSPORTATION CONTROL SECTION MAP 0086-14-025, TO BE IN EFFECT DURING THE CONSTRUCTION OF THE LOOP 20/SH 359 INTERCHANGE PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE NEW SPEED CHANGES IN THE DESIGNATED AREAS AND PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.</p>	
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Roberto Murillo, P.E, P.T.O.E., Traffic Manager Jesus Olivares, Asst. City Manager</p>	
<p>PREVIOUS COUNCIL ACTION: First Reading passed by City Council on 04-19-2010.</p>		
<p>BACKGROUND:</p> <p>The Texas Department of Transportation is requesting construction speed changes on a 1.3 mile section of Loop 20 approaching SH 359, to improve traffic flow and safety during construction of the Loop 20/SH 359 interchange, as follows:</p> <ul style="list-style-type: none">• 45 MPH from Milepoint 12.158 to Milepoint 12.854 <p>TxDOT is requesting to take the necessary steps to designate a city ordinance to temporarily designate construction speed zones for the section of Loop 20 from approximately the TexMex railroad overpass on the north to Merida Drive on the south. The existing speed limit for this section of Loop 20 is 50 MPH. Upon approval of this ordinance, TxDOT will be responsible for the installation of the new speed limit signs to be in effect during construction of the roadway. The speed limit designation will automatically revert back to the existing speed limit upon completion of the construction project. <i>(See attached letter of request from TxDOT)</i></p> <p>This item was presented to the Transportation & Traffic Safety Advisory Committee on April 14, 2010 and recommended in favor of proposed speed limit.</p>		
<p>FINANCIAL: None.</p>		
<p>COMMITTEE RECOMMENDATION: Traffic Transportation Advisory Board recommended approval.</p>	<p>STAFF: Staff recommends approval of this ordinance.</p>	

ORDINANCE No. 2010-O-059

SETTING THE MAXIMUM SPEED LIMIT ON THAT 1.3 MILE SECTION OF LOOP 20 APPROACHING SH 359, WITHIN THE CITY LIMITS OF LAREDO, WEBB COUNTY, TEXAS, AS 45 MPH, FROM MILE POINT 12.158 AND ENDING ON MILE POINT 12.854 AS DEFINED IN THE TEXAS DEPARTMENT OF TRANSPORTATION CONTROL SECTION MAP 0086-14-025, TO BE IN EFFECT DURING THE CONSTRUCTION OF THE LOOP 20/SH 359 INTERCHANGE PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE NEW SPEED CHANGES IN THE DESIGNATED AREAS AND PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, V.A.T.C.S., Texas Transportation Code 545.356(b) authorizes the City Council to change the speed limits of any highway or street within the incorporated area of the City; and

WHEREAS, the Texas Department of Transportation is requesting construction speed limit changes from 50 MPH to 45 MPH on a 1.3 mile section of Loop 20 approaching SH 359, to be in effect during construction of the interchange overpass at the intersection of Loop 20/SH 359 and will automatically revert back to the original designated speed limit upon completion of the project; and

WHEREAS, TxDOT will be responsible for the installation of speed limit signs on Loop 20 to designate the new speed limits to be in effect during construction of roadway; and

WHEREAS, the implementation of speed limit changes on the existing 1.3 mile section of Loop 20 is a positive step in securing the safety of our citizens during reconstruction of the roadway; and

WHEREAS, the Federal Highway Administration has mandated all construction speed limit changes be enforced; and

WHEREAS, the City Council of the City of Laredo supports TxDOT's efforts to request the construction speed limit changes on Loop 20 and is of the same opinion;

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

SECTION 1:

The maximum speed limit on that section of Loop 20 from Mile Point 12.158 to Mile Point 12.854, as defined in the Texas Department of Transportation Control Section Map 0086-14-025, to be in effect temporarily during construction and shall be altered and posted as 45 MPH during reconstruction of this section of roadway and will automatically revert back to the existing speed limit upon completion of construction.

SECTION 2:

The City Manager and the Chief of Police be and are hereby authorized to take the necessary steps to carry out this ordinance;

SECTION 3:

Ordinance shall be published one time in an official newspaper in the City of Laredo;

SECTION 4:

This ordinance shall take effect at expiration of thirty (30) days after adoption provided there has been publication as provided in Section 2.09 (D) of the Laredo City Charter, and shall supersede any prior ordinance for the sections described.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
_____ DAY OF _____, 2010.

RAUL G. SALINAS, MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
KRISTINA L. HALE
ASST. CITY ATTORNEY

CITY COUNCIL COMMUNICATION

<p>Date: 5-3-10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-060 Authorizing the City Manager to enter into a lease agreement by and between the Laredo Transit Management, Inc., and the City of Laredo Department of Community Development for the lease of 6,628 sq.ft. of building space, second and third floors (East) and 1,016 sq ft of building space on 2nd floor (West) wing for a total monthly sum of \$5,289.65 at the Laredo Transit Center located at 1301 Farragut Street for a term of three (3) years commencing on February 1, 2010. This action is contingent upon the continued availability of funding.</p>	
<p>INITIATED BY: Jesus Olivares, Assistant City Manager</p>		<p>STAFF SOURCE: Feliciano Garcia, Transit General Manager Ronnie Acosta, CD Director</p>
<p>PREVIOUS BOARD ACTION: The contract was last amended with Ordinance No. 2009-O-188 on October 19, 2009, increasing the lease space from 6,628 sq ft to 7,644 for the remaining term of the lease that expired on February 2010.</p>		
<p>BACKGROUND: Back in October 19, 2009, City Council approved an amendment to Ordinance No. 2007-O-016 for the increase of an additional 1,016 sq ft office space at \$.6920 per sq foot located on the 2nd floor West wing for the remaining term of the lease contract. This increase of office space was done to accommodate the relocation of the Center for Non-profit and the Airport Noise Program.</p> <p>The lease agreement by and between the Laredo Transit Management, Inc., and the City of Laredo Department of Community Development will be for the term of three (3) years commencing on February 1, 2010 for the same monthly rate of \$5,289.65. All other terms of the existing lease will remain the same.</p>		
<p>FINANCIAL:</p> <ul style="list-style-type: none"> • Monthly rent shall be \$5,289.65 based on 7,644 square feet at \$.6920 per square foot. • The utilities will be prorated. Community Development will pay 25% of the electrical bill and 25% of the water utility bill. • All other terms of the existing lease will remain the same. • Rental Revenues will be deposited into account no. 518-0000-361-1012/Transit Center Rent. 		
<p>COMMITTEE RECOMMENDATION:</p>		<p>STAFF RECOMMENDATION: Staff recommends approval of this ordinance.</p>

ORDINANCE NO 2010-O-060

Authorizing the City Manager to enter into a lease agreement by and between the Laredo Transit Management, Inc., and the City of Laredo Department of Community Development for the lease of 6,628 sq.ft. of building space, second and third floors (East) and 1,016 sq ft of building space on 2nd floor (West) wing for a total monthly sum of \$5,289.65 at the Laredo Transit Center located at 1301 Farragut Street for a term of three (3) years commencing on February 1, 2010. This action is contingent upon the continued availability of funding.

WHEREAS, the City of Laredo Department of Community Development, hereinafter called "Lessee" convenants and agrees to pay Laredo Transit Management, Inc., hereinafter called "Lessor" as rent for the said premises in the sum of (\$.6920) per square foot monthly; and

WHEREAS, the utilities will be prorated between Lessee and Lessor in which the Lessee will pay 25% of the electrical bill and 25% of the water utility bill; and

WHEREAS, the rental fee for parking of employee vehicles will be paid monthly at the rate set by City Ordinance by City Council which is \$30.00 per month per vehicle, or as set by City Council, and will be addressed by a separate ordinance; and

WHEREAS, The Lessee shall pay 50% of the telephone system equipment maintenance agreement up to \$1,580.92; and

WHEREAS, The Lessee shall pay a monthly rental and service fee for a trash compactor, in the amount of \$85.00 per month.

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

Section 1. That it hereby authorizes the City Manager to execute a lease agreement, containing the principal provisions enumerated below, by and between the Laredo Transit Management, Inc., as "Lessor" and the City of Laredo Department of Community Development, as "Lessee" for lease building space containing 6,628 square feet at the Laredo Intermodal Transit Center located at 1301 Farragut (East) and 1,016 sq ft of building space 2nd floor (West). The contract term is for three (3) years commencing on February 1, 2010.

1. Monthly rent shall be based on 7,644 square feet at \$.6920 per square foot.
2. The utilities will be prorated. Community Development will pay 25% of the electrical bill and 25% of the water utility bill.
3. Rental for parking of employee vehicles will be paid monthly at the rate set by City Council Ordinance, and will be addressed by separate agreement.

4. Lessee shall pay 50% of the telephone system equipment maintenance agreement up to \$1,580.92.
5. Monthly rent and service fee of \$85.00 per month for a trash compactor.

Section 2. This ordinance shall become effective upon the passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____ 20_____.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARRA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
RAUL CASSO
CITY ATTORNEY

LEASE AGREEMENT

THIS AGREEMENT is effective February 1, 2010 and made between the Laredo Transit Management, Inc., hereinafter called "Lessor", and the City of Laredo Department of Community Development, hereinafter called "Lessee", witnesseth:

That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, has leased the 6,628 sq. ft of building space second and third floors (East) and 1,016 sq. ft of building space on second floor (West) located on 1301 Farragut in the City of Laredo, County of Webb, State of Texas.

To have and to hold unto said Lessee on the following terms and conditions:

1. **TERM:** The term of this lease shall be for THREE YEARS beginning February 1, 2007; and thereafter from month to month until such time as Lessor terminates the Lease by giving the Lessee (90) ninety days written notice of termination to the then Director of the Lessee organization or to one of its members.

2. **RENTAL:** Lessee covenants and agrees to pay to Lessor as rent for the said premises the sum of \$.6920 per square foot monthly, for a total sum of \$5,289.65 dollars monthly. Rental fee for parking of employee vehicles will be paid monthly at the rate set by City Ordinance (current rate of \$30.00/month per vehicle). The Lessor will provide up to Forty (40) designated parking spaces for use by the Lessee. The Lessor will determine the amount of parking for client use to be used on each floor. The utilities will be prorated between Lessee and Lessor. Lessee will pay 25% of the Electrical Bill and 25% of the Water Utility Bill. The Lessee shall pay 50% of the telephone system equipment maintenance agreement up to \$1,580.92. The Lessee also agrees to pay the monthly rental and service fee of \$85.00 per month for trash compactor.

3. **PURPOSE:** Said premises shall be used by the Lessee to provide services to the community for housing, code enforcement, and any other related service necessary to carry out the goals and objectives of the Lessee and for no other purpose whatsoever without the written consent of Lessor.

4. **IMPROVEMENTS:** lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit existing premises, provided however, that no change, alteration or improvement may be so made without the prior approval of the City Manger, and all buildings, fixtures and improvements of every kind and nature whatever installed by the Lessee shall remain the property of Lessee, who may remove the same upon termination of the lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premise; and that premises shall be restored to the condition in which they existed prior to such improvements, and provided further that should Lessee fail to remove said

buildings, fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same. In the event of receipt of notice from Lessor, Lessor may remove the same and dispose of the same as it sees fit, and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said building, fixtures, improvements and any personal property not removed by Lessee, for the sum of One Dollar (\$1.00). Lessee further agrees that should Lessor remove said buildings, fixtures and improvements as above provided, that Lessee will pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

5. RESERVATIONS BY LESSOR: The Lessor reserves the right to require and make modifications to the leased premises for the benefit of the public as Lessor determines and for such purpose the Lessor shall have right of ingress to and egress from the leased premises to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further reserves the right to construct additional utility lines either by itself or by its licensees or franchisees in and through the leased premises, but such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licensees or franchisees will be done with an effort to minimize any damage to or interference with any improvements hereinafter installed on the leased premises by the lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee for any damage to the leased premises or for any interference with its use by Lessee, arising out of any maintenance, construction or installation of utility lines on the leased premises whether by Lessor or its licensees or franchisees.

6. RESERVATION BY LESSEE: The Lessee reserves the right to terminate this Lease at any time after 30 days' written notice to the Lessor.

7. REPAIRS-MAINTENANCE: Lessee agrees to provide normal building maintenance for the leased space. Lessor agrees to provide maintenance for the parking lot area. Lessor will provide all major building repairs associated with utilities of leased items necessary for daily operations by Lessee.

8. ASSIGNMENT AND MORTGAGE: Neither the leased premises nor any portion thereof shall be sublet, nor shall this lease, or any interest therein be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be of no force or effect and shall confer no rights upon any assignee, sub-lessee, mortgage or pledge.

9. LIABILITY: Lessee shall save Lessor harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of leased premises by Lessee, or its agents, or employees, or any other person using said premises; and Lessee agrees to deliver to Lessor upon execution of this lease an executed copy of a continuing public liability and property insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the amount as prescribed by the City of Laredo policies for such actions.

10. **TERMINATION BY LESSOR:** Lessor may terminate this lease at any time by serving upon Lessee, in the manner hereafter provided, a written notice of its election to so terminate, which said notice shall be served at least 90 days prior to the date in said notice named for such termination.

11. **DEFAULT:** In the event that Lessee shall be in default of any payment of rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by Lessee, Lessor may terminate this lease, with a 60-day notice and may enter upon said premises and remove all persons and property therefrom; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or obtain possession of said premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney's fees.

12. **NOTICES:** Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to lessee as follows: Ms. Ronnie Acosta, CD Director, 1301 Farragut, P.O. Box 1276, Laredo, Texas 78042-1276, or addressed to Lessor as follows: Mr. Feliciano Garcia, Jr, General Manager, Laredo Transit Management, Inc., 1301 Farragut, Laredo, Texas 78040.

13. **WAIVER:** Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same of any subsequent default herein.

14. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, ordinances, rules and regulations, which may pertain or apply to the leased premises and the use thereof.

15. **LESSOR MAY ENTER:** Lessee agrees that Lessor, its agents or employees, may enter upon said premises only with consent of the Lessee during the life of this lease for the purpose of inspection and for the purposes stated in Paragraph 5, above, with the understanding that said work will be performed in such a manner as to cause a minimum of interference with the use of the property of the Lessee.

The Contract is signed, in duplicate original, on this _____ day of _____, 20_____.

LESSOR: LAREDO TRANSIT MANAGEMENT, INC.

By: _____
Feliciano Garcia, Jr.
General Manager

LESSEE: CITY OF LAREDO DEPARTMENT OF
COMMUNITY DEVELOPMENT

By: _____
CYNTHIA COLLAZO
Deputy City Manager

APROVED AS TO FORM:

By: _____
RAUL CASSO
City Attorney

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: FINAL READING OF ORDINANCE 2010-O-061 Authorizing the City Manager to execute a lease agreement with Laredo Equities, LLC for the use of Veteran's Field. The lease term is for one season beginning on May 1, 2010 and ending September 1, 2010 at a lease rate of \$43,000.00 per season, (\$1,000 per game) plus \$1,000 per playoff game. Laredo Equities will also be responsible for 100% of utility costs and maintenance and maintenance crews for Veterans Field during the term of the lease as outlined in the lease agreement terms.	
INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Osbaldo Guzman Parks and Leisure Services Director	
PREVIOUS COUNCIL ACTION: Previous contract was approved by City Council for a one year term.		
BACKGROUND: City staff and Laredo Equities have negotiated the lease terms for a one season lease of Veteran's Field with the purpose of offering semi-professional baseball to Laredo. This will be the Laredo Broncos 5 th Season in Laredo and at Veteran's Field. Additionally, the agreement provides terms that will make Laredo Equities, LLC responsible for 100% of utility costs. Laredo Equities will also be responsible for 100% of maintenance and maintenance crews, this agreement also honors all existing agreements for the use of Veteran's Field by other local entities.		
FINANCIAL IMPACT: All revenues generated will be reflected in the Veteran's Field Fund (Fund 245).		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends approval.	

ORDINANCE 2010-O-061

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH LAREDO EQUITIES, LLC FOR THE USE OF VETERAN'S FIELD. THE LEASE TERM IS FOR ONE SEASON BEGINNING ON MAY 1, 2010 AND ENDING SEPTEMBER 1, 2010 AT A LEASE RATE OF \$43,000.00 PER SEASON, (\$1,000 PER GAME) PLUS \$1,000 PER PLAYOFF GAME. LAREDO EQUITIES WILL ALSO BE RESPONSIBLE FOR 100% OF UTILITY COSTS AND MAINTENANCE AND MAINTENANCE CREWS FOR VETERANS FIELD DURING THE TERM OF THE LEASE AS OUTLINED IN THE LEASE AGREEMENT TERMS.

WHEREAS the City of Laredo is the owner of Veteran's Field; and

WHEREAS the Laredo Equities has a lease agreement with the City for the use of Veteran's Field in order to conduct the operations of the Broncos Professional Baseball team; and

WHEREAS the City deems it necessary to amend the 2009-2010 Fiscal Year Veteran's Field Fund in order to properly appropriate revenues and expenditures under such lease terms.

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

Section 1. Amending the Veteran's Field Fund Fiscal Year 2009-2010 as follows:

Budget	Annual Budget FY 09-10	Proposed Amendment	Amended FY 09-10
Veteran' Field Fund:			
Revenues:			
245-0000361-1007:	\$30,000.00	\$13,000.00	\$43,000.00
Expenditures:			
Operations Expense (3150)	\$30,000.00	\$13,000.00	\$43,000.00

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

RAUL SALINAS, MAYOR

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

BY: _____
KRISTINA L. HALE
ASSISTANT CITY ATTORNEY

AMENDMENT TO LEASE AGREEMENT

This lease agreement (also known as this Veterans Field Lease) was approved by Ordinance No. 2010-O-061, and is made and entered into this 3rd day of May, 2010 by and between The City of Laredo, Texas (hereinafter called "City") and Laredo Equities, LLC a Texas Limited Liability Company (hereinafter called "Laredo Equities"), upon and subject to the following terms and conditions, to wit:

WHEREAS, City is the owner of Veteran's Field located at 2200 Santa Maria St. in the City of Laredo, Texas and more fully described in Exhibit A hereto; and

WHEREAS, City has determined a minor league baseball team playing in Laredo is in the City's interest and has directed staff to negotiate a lease with Laredo Equities for Veteran's Field; and

WHEREAS, Laredo Equities seeks to lease Veteran's Field to operate a professional baseball team and baseball organization in the City of Laredo and to occupy Veteran's Field, in accordance with the terms hereof;

NOW THEREFORE, for and in consideration of the mutual covenants and benefits to the parties herein contained, the parties mutually agree that City will lease Veteran's Field to Laredo Equities for the purpose of operating a professional baseball team and for operation of non-baseball activities, upon and subject to the terms and provisions hereof.

1. Definitions:

- a. "Equipment" means concession appliances, ticket booths, audio equipment, machinery, furniture and fixtures, furnishings, and similar items. This category contains property that does not lose its identity when removed from its location.
- b. "Maintenance" shall include mowing, trimming, landscaping, and irrigation such as to maintain leased premises in condition it was in at time of lease execution and janitorial services and materials necessary thereof.
- c. "Non-baseball activities" include concerts, non-baseball sporting events and special programs.
- d. "Parties" means City of Laredo and Laredo Equities, LLC
- e. "Political signage" means political message as defined by the City of Laredo Code of Ordinance, Local Government Code, and Texas Election's Code and includes political signage.
- f. "Term" means duration of Veteran's Field Lease Agreement and any extension thereof.
- g. "Utilities" means water, sewer, trash, gas, and electricity.
- h. "Veterans Field" means the City owned 5,000 seat capacity baseball stadium located at 2200 Santa Maria St. Laredo Texas 78040.

2. Terms of Stadium Lease:

City hereby leases Veteran's Field to Laredo Equities in accordance with the terms and

conditions set forth in this Agreement for a term of four (4) month commencing on May 1, 2010 and terminating September 1, 2010.

3. Holding Over:

There shall be no holding over beyond the end of the one year term.

4. Rent:

Laredo Equities shall pay to City during the term of this lease the following:

A sum equal to the greater of either

- (a) Minimum of \$43,000 for Regular Season of 43 games (\$1,000.00 per game) Plus One Thousand Dollars for each additional game, and \$1,000 per playoff game.

Lease payments shall be payable prior to the first game of the season, and, if any additional sum is due under the terms of Section 4 (a), above, said additional sum shall be payable on the 15th day of September.

5. Accounting and Reporting

Laredo Equities shall establish and maintain during the term of this lease separate records and accounts relating tickets sold and complimentary and shall be subject to examination and audit by the City of Laredo at any time.

Laredo Equities shall follow the City of Laredo's fixed asset policy for additions/disposition of assets.

6. Maintenance:

Laredo Equities shall provide 100% maintenance and maintenance crews for leased premises. The Laredo Equities is solely responsible for providing for all of costs and expenses for maintenance, for all field maintenance crews, who will work in coordination with each other for maintenance and care of the playing field in a condition comparable to the condition Veteran's Field is in at the time of Veteran's Field Lease execution, including field and chalk-line preparation, necessary supplies for games and events sponsored or permitted by Laredo Equities, and post-event cleanup of stadium and stadium grounds. The City shall pay 50% of costs on outside repairs. In the event, after 5 business days written notice from City, Laredo Equities fails to maintain Veteran's Field in a condition comparable to the condition Veteran's Field was in at time of Veteran's Field Lease commencement, City may, at its option, perform or cause to be performed such maintenance to Veteran's Field. Moreover, the City shall not be responsible for providing any maintenance for any amenities or equipment not owned by City during the term of this lease and shall be entitled to 100% of all sums reasonably expended for such maintenance from Laredo Equities.

Clean up of the stadium and grounds shall be performed by Laredo Equities immediately after

any and all events so that stadium and grounds are clean and prepared for the next game or event. Laredo Equities shall be responsible for proper trash receptacles/dumpster including pickup and disposal.

Neither this section, nor any other section of Veteran's Field Lease, shall be interpreted as a requirement for the City to improve or add to Veteran's Field or to contribute to the improvement or addition to Veteran's Field since Laredo Equities understands that Veteran's Field is being leased to them AS IS, as approved by Laredo Equities during initial walk through. Parties agree to bi-weekly meetings to discuss and address the maintenance issues or concerns that may develop provided that upon execution of this lease all items within the leased premises shall be in good working order.

7. Repairs:

Any repairs caused aside from normal wear and tear will be Laredo Equities responsibility. All repairs need to first be approved by Laredo Equities. Each party shall be responsible for providing 50% of costs and expenses for repairs. The City shall be responsible for the plumbing repairs.

Laredo Equities shall be responsible for providing all repairs of Veteran's Field, including but not limited to, electrical, roofing, foundation and all structural areas within Veteran's Field. Moreover, the City shall not be responsible for providing any repairs for any amenities or equipment not owned by City during the term of this lease.

Laredo Equities shall accept all existing equipment AS IS provided that upon execution of this lease all items within the leased premises shall be in good working order to agree by Laredo Equities through the walk through checklist.

8. Utilities:

Laredo Equities shall pay for 100% of costs and expenses relating to utilities commencing May 1st on a reimbursement within (10) days of invoice receipt. Laredo Equities shall pay the months of May and June and the City of Laredo will pay for the month of July and August. Utilities shall only include water, sewer, trash, gas, and electricity, defined in Section 1. Laredo Equities shall provide an additional dumpster.

Laredo Equities is responsible for telecommunication services expenses which will be invoiced similarly. Laredo Equities shall be responsible for paying for all telephone, internet, cable, and other related expenses of Laredo Equities or its invitees.

9. Times of Occupancy:

Except as otherwise stated herein, it is agreed that Laredo Equities shall be the exclusive occupants of Veteran's Field during the term of this lease.

As used herein, the term "Veteran's Field" shall include Veteran's Field in the City of Laredo, Texas located on a tract of land more fully described in Exhibit A hereto, the entire premises,

including, but not limited to, the playing field and dugouts, all stadium seating, press box, concession areas, scoreboard, rest rooms, player and umpire dressing rooms, locker rooms, storage facilities, ticket selling and ticket taking facilities, souvenir stands, offices, and the identified parking areas designated by City for use by Laredo Equities during its term of occupancy.

Laredo Equities understands that the property is being leased to them AS IS, provided that all equipment and facilities shall be in good working order upon the execution of this lease.

Accordingly, City will not improve, add, nor provide any additional seating, press box, concession areas, scoreboard, rest rooms, player and umpire dressing rooms, locker rooms, storage facilities, ticket selling and ticket taking facilities, souvenir stands, offices, parking areas or anything else.

Laredo Equities agrees that Laredo Independent School District (hereinafter called "LISD") will be granted access to and scheduled use of Veteran's Field, at no expense to LISD, in accordance with "Joint-Use Agreement For Outdoor Recreational Facilities" and their schools' baseball schedule, as more fully described in Exhibit D, but shall not conflict with Laredo Equities' baseball schedule. Laredo Equities agrees that a fee for use of Veteran's Field shall not be required from City of Laredo or LISD. Laredo Equities agrees that all revenues from LISD events (ticket revenues, parking revenues, concession revenues) shall be revenue for LISD and not revenue to be shared with Laredo Equities. Laredo Equities and City of Laredo shall follow Section 6, Section 7, and Section 8 of this lease to address and pay for the costs of field maintenance, maintenance of stadium and grounds, and utilities incurred as a result of LISD's use thereof.

Laredo Equities agrees that Texas A&M International University (hereinafter called "TAMIU") will be granted access to and scheduled use of Veteran's Field for playing intercollegiate baseball, in the event that TAMIU and the City of Laredo have a joint use agreement in effect, at no expense to City or Laredo Equities, so long as it does not conflict with Laredo Equities scheduled use of Veteran's Field. In the event TAMIU seeks to use Veteran's Field, Laredo Equities may require of TAMIU to, by written agreement, pay the entire cost of field maintenance, maintenance of stadium and grounds, and utilities incurred as a result of TAMIU's use thereof. This amount shall be assessed after use of Veteran's Field by TAMIU. There shall be no other expense incurred by TAMIU. Laredo Equities agrees that a fee for use of Veteran's Field shall not be required from City of Laredo or TAMIU. Laredo Equities agrees that all revenues from tickets sold for TAMIU events and all parking revenues from TAMIU events shall be revenue for TAMIU and not revenue shared with Laredo Equities. Laredo Equities and City shall share, in accordance with Veteran's Field Lease, concession revenues from TAMIU events.

Laredo Equities agrees that the City, non-profit organizations or governmental entities, will be granted access to and scheduled use of Veteran's Field, at no expense to the entities involved in a City sponsored event, for the term on of the Veteran's Lease. Five (5) days will be set aside in the agreement for City, non-profit, or governmental sponsored events, which shall not conflict with Laredo Equities' baseball schedule. Laredo Equities agrees that all ticket revenues and parking revenues from City sponsored events shall be revenue for entities involved in City sponsored events and not revenue to be shared with Laredo Equities. Laredo Equities and City

of Laredo shall follow Section 6, Section 7, and Section 8 of this lease to address and pay for the cost of field maintenance, maintenance of stadium and grounds, and utilities incurred as a result of City sponsored events use thereof.

City may continue throughout the term of this lease to have complete access to all leased property for the purpose of inspection at any time deemed necessary by City, insofar as such access does not conflict with Laredo Equities' use thereof.

10. Exclusive Rights of Laredo Equities:

During the term of the Veteran's Field Lease, or any extension, or renewal thereof, Laredo Equities shall have, subject to other provisions herein contained and subject to Section 10, the exclusive right to:

- a. Sell, dispense, vend, market or otherwise distribute to the public all food, drink, alcohol, and beer concession items (hereinafter called "Concessions") for all events at Veteran's Field. Laredo Equities shall have the right to prohibit the bringing of any food or beverages into Veteran's Field or onto the leased premises by any person during Laredo Equities' events. However, LISD shall be permitted to sell, dispense, vend, market or otherwise distribute to the public all food, drink, alcohol (subject to Joint Use Agreement between City and LISD), and beer concession items (hereinafter called "Concessions") for all LISD events at Veteran's Field.
- b. Sell, dispense, vend, market or otherwise distribute souvenirs, programs, clothing, printed matter, photographs and other items during the term of the Veteran's Field Lease. It is agreed that Laredo Equities will not sell or market or distribute any item which infringes on any intellectual property owned or held by City or its affiliated organizations. However, LISD, TAMIU and entities involved in City sponsored events shall be permitted to sell, dispense, vend, market or otherwise distribute LISD's, TAMIU's, and entities' (involved in City sponsored events) souvenirs, programs, clothing, printed matter, photographs and other items during all LISD, TAMIU, and City sponsored events at Veteran's Field and all revenues shall remain the property of said entities.
- c. Sell advertising signage to be affixed to Veteran's Field premises outfield fences, tops of dugouts, on-deck circles, stadium concourse and other infrastructure areas, press box, light poles, foul poles, seat backs and other surfaces and areas commonly used for signage in baseball facilities, Stadium naming rights (in accordance with Section 2 of Veteran's Field Lease), and all print advertising in its programs, game-day scorecards (hereinafter called "Advertising"). Laredo Equities shall not allow any political signage to be affixed to or distributed in Veteran's Field premises, or on any print advertising in its programs, or game-day scorecards, or any other type of medium or anywhere on leased premises.
- d. Sell all radio, television, and broadcast advertising of any kind whether transmitted by media using radio frequency, hardwire (including data transmission) or any other medium of broadcast or transmission of any kind or character, and advertising incident to promotional events sponsored by Laredo Equities at Veteran's Field under the terms of the Veteran's Field Lease.

- e. Laredo Equities shall be permitted use of the identified parking areas adjacent to Veteran's Field as more fully described in the diagram attached hereto as Exhibit B, and has the exclusive right to charge for such parking during all such Laredo Equities' scheduled events during the term of this Lease Agreement (hereinafter called "Parking"). However, LISD, TAMIU, and entities involved in City sponsored events shall be permitted use of the identified parking areas adjacent to Veteran's Field as more fully described in the diagram attached hereto as Exhibit B, and have the exclusive right to charge for such parking during all such LISD, TAMIU, and City sponsored events during the term of this Lease Agreement (hereinafter called "Parking") during LISD, TAMIU or City sponsored events at Veteran's Field and all revenues shall remain the property of said entities.
- f. Laredo Equities shall have the right to the use of all concession equipment at Veteran's Field that belongs to, or regarding which City has the right of use, including, but not limited to, refrigeration equipment, walk-in coolers, drink machines, cooking equipment, stoves, cooking utensils, roller grills, and menu boards.
- g. Laredo Equities shall have the right to the use of all other electronic, telecommunications, or public address equipment at Veteran's Field that belongs to, or regarding which City has the right of use, including, but not limited to, the telephone system, sound system, press box equipment, computers, and control panels. However, LISD, TAMIU and entities involved in City sponsored events at Veterans Field shall have the right to the use of all other electronic, telecommunications, or public address equipment at Veteran's Field that belongs to, or regarding which City has the right of use, including, but not limited to, the telephone system, sound system, press box equipment, computers, and control panels during LISD, TAMIU, and entities involved in City sponsored events.

Subject to the exceptions mentioned above, Laredo Equities shall be entitled during the entire term of Veteran's Field Lease or any extension, or renewal thereof to all revenue from any source except all revenue from LISD events, TAMIU event parking revenues and ticket revenues, and City sponsored event parking revenues and ticket revenues derived from the sale of tickets, food, drink, alcohol and beer concession items, as well as sale of Laredo Equities souvenirs, programs, clothing, printed material, photographs and other items, advertising signage, naming rights (in accordance with Section 2), parking and sky box lease rentals.

11. Responsibilities of Laredo Equities to City:

Except for normal wear and tear, Laredo Equities is solely responsible for any loss or damage to equipment that is present at time of contract execution at leased premises and for any other equipment or facilities City or Laredo Equities may choose to supply in the future. Laredo Equities' responsibility for loss or damage will begin once lease agreement becomes effective.

Laredo Equities shall provide, at its sole cost, adequate qualified personnel for event-day traffic control within the parking lots, and stadium operations, including but not limited to concessions, souvenir sales, press box, scoreboard and public address systems. Laredo Equities shall be responsible for complying with all ordinances of the City of Laredo, State and Federal Laws, and shall be responsible for obtaining, maintaining, and paying for all necessary permits, licenses,

and any copyright fees.

Laredo Equities shall be responsible for paying for all telephone, internet, cable and all other related expenses of Laredo Equities or its invitees.

Laredo Equities shall make good faith efforts to advertise Laredo Equities sponsored events and shall make good faith efforts to obtain advertising from others to be affixed in leased premises, as per Section 10 (c.) of this contract. Laredo Equities shall not allow any political signage, as defined in Section 1 of Veteran's Field Lease, on leased premises, printed media, or any other medium. Laredo Equities shall keep all of the advertisement all year long.

Laredo Equities shall provide and maintain for the 2010 baseball season [i.e. from May 1, 2010 to September 1, 2010, the term of this lease], two (2) point-of-sale concession facilities of a quality consistent with the two (2) point-of-sale concession facilities provided by it during the prior season. Laredo Equities shall have concession rights only during the baseball season.

For the duration of this, and for a period of (3) years after the end of the Fiscal Year 2007, Laredo Equities shall keep and maintain complete and accurate financial and accounting records regarding Veteran's Field premises and operations. The City (including accountants and attorney's designated by the City) shall be entitled to inspect the records during the term of this lease and five (5) years thereafter at the Laredo Equities' (or parent company's) office, upon not less than twenty-four (24) hours' notice, and at all reasonable times.

12. Indemnification:

Laredo Equities shall protect, defend, indemnify and hold harmless City, its officers, directors and employees, from and against any and all claims, demands, losses, suits, liabilities, or expenses, including court costs and reasonable attorneys' fees, if any, or property damage, or for injury to or death of persons, occurring on the premises described herein in connection with the use or occupancy of the premises by Laredo Equities, or occasioned by any activities engaged in by Laredo Equities on these premises or activity conducted and/or sponsored by Laredo Equities in connection with these premises, however caused, whether by the negligence of Laredo Equities or its subcontractors, their agents or employees, or their invitees, licensees or trespassers, or whether the defects or unfitness of the premises or any equipment, building or structure thereon, wheresoever occurring, even though the said negligence, defects or unfitness may have been caused, occasioned or contributed to, actually or allegedly, by the sole, concurrent, or comparative negligence of City or its officers, directors, or employees.

Laredo Equities agrees that such indemnity will be supported by, but not limited to, available liability insurance, under which the insurer has no right of subrogation against the indemnitee-City.

Laredo Equities shall, at its sole cost and expense, procure and continue in force during the term of this Lease Agreement, including any renewal term:

Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

With reference to the foregoing insurance requirement, Laredo Equities shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as additional insured with respect to General Liability, Automobile Liability.
2. All liability policies shall contain cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

Before execution of this lease, Laredo Equities shall furnish the City with certified copies of all insurance policies mentioned above.

13. Damage to Stadium:

If Veteran's Field or any portion thereof is destroyed or damaged so as to materially hinder effective use of leased premises, through no fault or negligence of Laredo Equities or the City, either party may elect to terminate the Veteran's Field Lease upon thirty (30) days' written notice to other party. Should City terminate this lease in accordance with this Section of the Veteran's Field Lease, Laredo Equities shall be entitled to the reimbursement of any amount prepaid by Laredo Equities; however, Laredo Equities shall remain liable for any amounts or responsibilities owed to City up to the date of damage. In the event that damage to Veteran's Field occurs during a time that interrupts the baseball schedule, a prorated amount of the prepaid amount will be returned to Laredo Equities by the City.

14. Obligation of City for Team Sponsorship:

It is expressly agreed and understood that for so long as Laredo Equities is in compliance under the terms of Veteran's Field Lease or any extension, or renewal thereof, as the same may be amended from time to time, whether during the primary term hereof or during any term of

extension hereof, City shall be prohibited from sponsoring or assisting in any way, any other professional baseball team or professional baseball organization including but not limited to financial assistance, loans, property sales or leases, implicit or explicit sponsorship and promotions for the duration of Veteran's Field Lease; however, should City decide to pursue the construction of a stadium in the future and negotiations with or assistance in any way from the City to another professional baseball team or professional baseball organization is required, then the City may take such action and will not be considered to have breached the prohibition in this Section 14.

15. Default, Termination and Remedies:

The following will be deemed events of default:

- a. Either party defaults in the performance of any other covenant or condition of the Veteran's Field Lease and does not cure such default within thirty (30) days after written notice from the non-defaulting party specifying the default complained of; provided, however, that if it is not reasonably possible to cure within such thirty-day period, such cure period shall be for an additional limited period of time not to exceed thirty (30) days if within thirty (30) days after such written notice the curing party commences diligently and thereafter continues to cause such cure; or
- b. Laredo Equities abandons or vacates the Premises; or
- c. Laredo Equities files for bankrupt; or
- d. Laredo Equities assigns this lease or subleases all or any portion of the leased premises unless such assignment is to a control affiliate of Laredo Equities, which assignment is permitted without the prior approval of the City; or
- e. Laredo Equities fails to obtain all government certificates, permits, licenses or other approvals (collectively "Approval") required and/or easement required from any third party or any such "Approvals" are canceled, terminated, expired or lapsed and does not cure such failure within thirty (30) days after written notice from the non-defaulting party specifying the default complained of; provided, however, that if it is not reasonably possible to cure within such thirty-day period, such cure period shall be for an additional limited period of time not to exceed thirty (30) days if within thirty (30) days after such written notice the curing party commences diligently and thereafter continues to cause such cure.

In the event of default, non-defaulting Party shall have the right, at its option, in addition to and not exclusive of any other remedy non-defaulting party may have, without any further notice or demand, to terminate the lease.

16. Force Majeure:

This Agreement is subject to force majeure. Force majeure includes, but is not limited to, acts of God, landslides, lightning, earthquakes, fires (unless fire is a result of Laredo Equities' or City of Laredo's negligence or willful act), storms, hurricanes, floods and washouts. If either party is

prohibited from performing its obligations hereunder due to force majeure, it shall be relieved of its obligations hereunder to the extent prohibited.

17. Non-Discrimination:

Laredo Equities, as part of the consideration hereof, does hereby covenant and agree as follows:

That no person on the grounds of race, creed, color, sex, national origin or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Veteran's Field Lease;

That in the construction of any improvements on, over or under Veteran's Field, in the furnishing of services therein and in employment practices conducted thereon, no person on the grounds of race, creed, color, sex, national origin or disability shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination; and

That Laredo Equities shall use Veteran's Field in compliance with all applicable requirements of City's policies and procedures, and Federal, State and local law related to non-discrimination on the basis of race, creed, color, sex, national origin or disability.

18. No Assignment of Lease Agreement:

This lease or any interest therein is not assignable.

19. Venue:

This lease shall be governed by the laws of the State of Texas, and venue for any litigation related to this Agreement shall be in Webb County, Texas.

20. Entireties Clause:

This lease contains and incorporates the entire agreement of the parties respecting the matters set forth herein. No amendment or modification is permitted unless the same be in writing, dated and signed by all parties.

21. Notice:

Any notice required herein or otherwise required by law shall be effective upon delivery to the following addressee, at the last address provided in writing to the party giving notice:

As to City: Carlos R. Villarreal, City Manager
City Hall
1110 Houston St.
Laredo, Texas

As to Laredo Equities:

John Bryant
Chief Executive Officer
United Sports Equities
1825 Main Street
Ft. Lauderdale, FL 33326
(214) 256-3456

22. Severability Clause:

If and to the extent that a court of competent jurisdiction determines that any provision of the Veteran's Field Lease or part thereof is unenforceable, whether by virtue of excessive scope, term or otherwise, such provision or part thereof shall be interpreted so as to delete that portion of the provision which exceeds the maximum legal prohibition or otherwise to modify such provision in such a manner so as to make the Veteran's Field Lease, as so modified, enforceable.

SIGNED on the _____ day of _____, 2010

CITY OF LAREDO, a municipal corporation

By: _____
Carlos R. Villarreal
City Manager

LAREDO EQUITIES LLC.
a Texas Limited Liability Company

By: _____
John Bryant
Chief Executive Officer

ATTEST

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

Kristina L. Hale
Assistant City Attorney

EXHIBIT A

Description of Veteran's Field

EXHIBIT B

Description of Reserve Parking

Description of General Admission Parking

EXHIBIT A

Description of Veterans Field

Physical address: 2200 Santa Maria

Baseball Stadium: (5,000 Capacity)

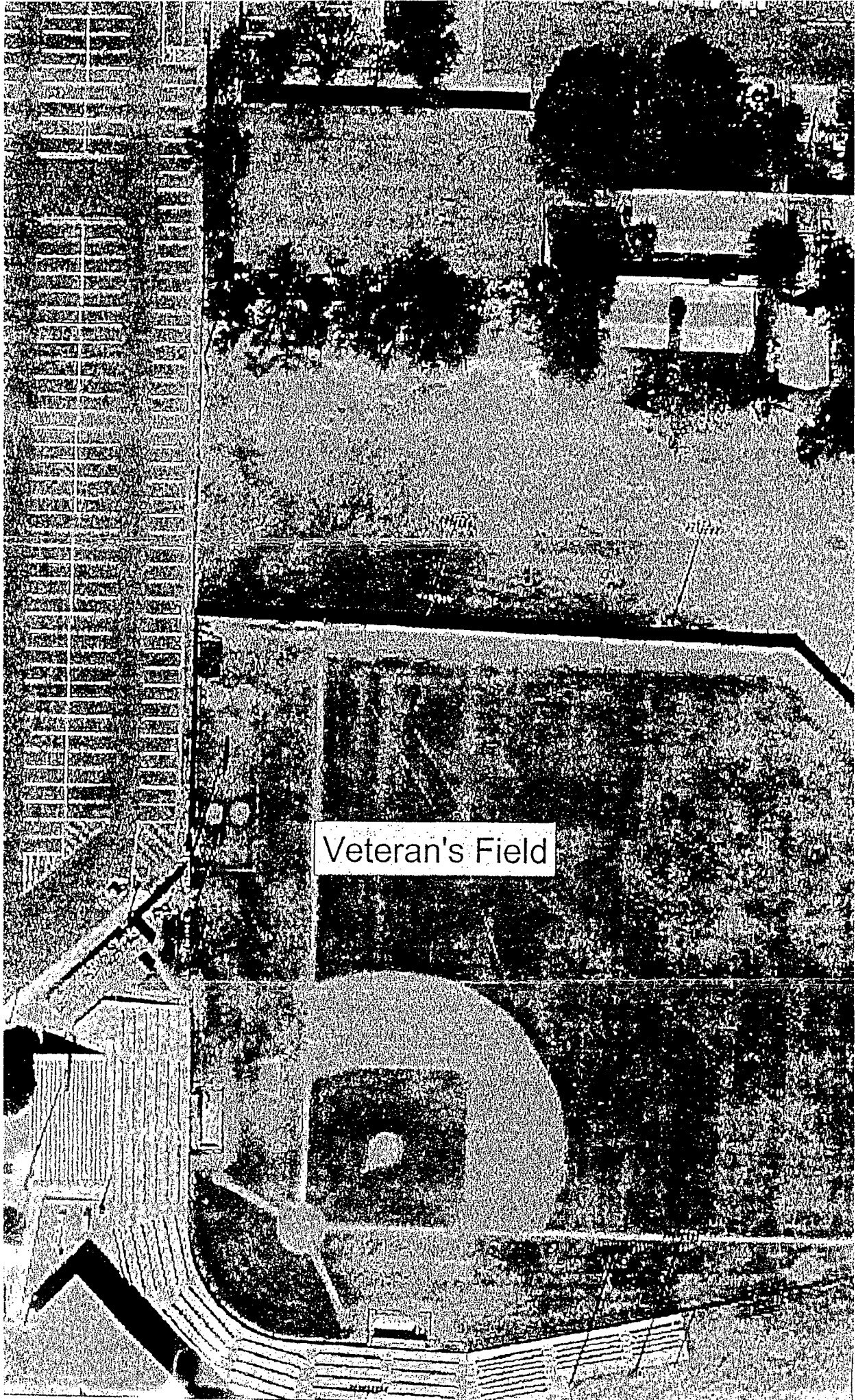
- 2 Concession Buildings
- 3 Restroom Facilities
- 2 Players Dressing Rooms
- 2 Storage Areas
- 2 Ticket Booths
- 2 Turnstiles

EXHIBIT B

Description of Reserve Parking

Description of General Admission Parking

Paved parking area along Santa Maria and Garden
242 -- Parking Spaces



Veteran's Field

COUNCIL COMMUNICATION

DATE: 05 / 03 / 2010	SUBJECT: Resolution # 2010-R-030 Authorizing the City Manager to submit a grant application in the estimated amount of \$500,000 to the Texas Automobile Burglary and Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2010 through August 31, 2011. This grant pays salaries, fringe benefits, equipment and supplies for the LPD personnel and Webb County personnel to combat auto theft in the City of Laredo and Webb County.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
PREVIOUS COUNCIL ACTION: None	
ACTION PROPOSED: That City Council approves this Resolution.	
BACKGROUND: This grant will be on its 18 th year of funding. Funding for this program will be divided between the Texas Automobile Burglary and Theft Prevention Authority Division, the City of Laredo and Webb County.	
FINANCIAL: <u>Fund #222 – Laredo Automobile Burglary and Theft Prevention</u> TABTPA: <u>\$500,000</u> City of Laredo: \$275,000	
RECOMMENDATION:	STAFF: Recommends that Council approve this resolution.

RESOLUTION # 2010-R-030

Authorizing the City Manager to submit a grant application in the estimated amount of \$500,000 to the Texas Automobile Burglary and Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2010 through August 31, 2011. This grant pays salaries, fringe benefits, equipment and supplies for the LPD personnel and Webb County personnel to combat auto theft in the City of Laredo and Webb County.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will apply for a grant in the estimated amount of \$500,000 from the Texas Automobile Burglary and Theft Prevention Authority grant program and funding will be used to pay salaries, fringe benefits, equipment and supplies; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of State of Texas funds, the City of Laredo assures that the funds will be returned to the Texas Automobile Theft Prevention Authority

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

Section 1: The City Manager is hereby authorized to submit a grant application in the estimated amount of \$500,000 to the Texas Automobile Burglary and Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2010 through August 31, 2011. This grant pays salaries, fringe benefits, equipment and supplies for the LPD personnel and Webb County personnel to combat auto theft in the City of Laredo and Webb County.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
____ DAY OF _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

Valeria M. Acevedo

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 5/3/2010	SUBJECT: RESOLUTION 2010-R-031 Authorizing the City Manager to submit a grant application to the State Energy Conservation Office (SECO) in the amount of \$250,000.00 with \$50,000.00 in matching funds, for a total of \$300,000.00. Funds will be used to fund a small scale photovoltaic (PV) solar cell panel array system at the Environmental Services Department. This will fund an alternative energy pilot project.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department
PREVIOUS COUNCIL ACTION: NONE	
BACKGROUND: Under the State Energy Program (SEP), the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) is providing grant funding to eligible public entities for qualified renewable energy technologies. If selected, the funds will enable the Environmental Services Department to construct a small scale photovoltaic (PV) solar panel array system that will help offset energy usage of the building.	
FINANCIAL IMPACT: No financial impact at the moment.	
RECOMMENDATION:	STAFF RECOMMENDATION: Approval of the resolution.

RESOLUTION NUMBER 2010-R-031

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE STATE ENERGY CONSERVATION OFFICE (SECO) IN THE AMOUNT OF \$250,000.00 WITH \$50,000.00 IN MATCHING FUNDS, FOR A TOTAL OF \$300,000.00. FUNDS WILL BE USED TO FUND A SMALL SCALE PHOTOVOLTAIC (PV) SOLAR CELL PANEL ARRAY SYSTEM AT THE ENVIRONMENTAL SERVICES DEPARTMENT. THIS WILL FUND AN ALTERNATIVE ENERGY PILOT PROJECT.

Whereas, the State Energy Conservation Office (SECO) has issued a request for proposes for funding of projects; and

Whereas, the SECO has issued a request for applications; and

Whereas, if the SECO approves the grant, the city will be required to participate with local match in the amount of \$50,000.00; and

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

Section 1. Grant application to the SECO in the amount of \$250,000.00 with \$50,000.00 in matching funds for a total of \$300,000.00.

Section 2. The City of Laredo hereby agrees that the funds received will only be used for the purpose of funding a small scale photovoltaic (PV) solar panel array. The City will comply with the provisions of the financial assistance program and the fiscal reimbursement and reporting requirements of the State of Texas.

RESOLVED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

ATTEST:

RAUL G. SALINAS
MAYOR

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 05 / 03 / 2010	SUBJECT: Resolution # 2010-R-032 Authorizing the City Manager to submit a grant application in the estimated amount of \$150,000.00 to the State of Texas Comptroller of Public Accounts for the purpose of funding the Tobacco Compliance Program for the period of September 1, 2010 through August 31, 2011. Funding will be used to execute random unannounced inspections to assure retailers are in compliance with tobacco laws.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
PREVIOUS COUNCIL ACTION: N/A	
ACTION PROPOSED: That City Council approves this Resolution.	
BACKGROUND: Since the enactment of Senate Bill 55 (75 th Legislative Session), the State of Texas Comptroller of Public Accounts has partnered with local law enforcement agencies to encourage compliance with the enforcement of the regulations governing the sale, distribution and use of cigarettes and tobacco products in Texas. To help ensure compliance with these regulations, the Comptroller's Office awards block grants to counties and municipalities to help defray some of the costs associated with compliance education and tobacco enforcement. The State of Texas Comptroller of Public Accounts awards block grants ranging from \$1,000 to \$150,000 which awards are depending on the number of retailers within your municipalities jurisdiction. Funds will be used for fund special operations related to compliance related activities such as sting operations.	
FINANCIAL: <u>Fund #229 – Special Police</u> *State of Texas Controller of Public Accounts Grant: <u>\$150,000</u>	
RECOMMENDATION:	STAFF: Recommends that Council approve this resolution.

RESOLUTION # 2010-R-032

Authorizing the City Manager to submit a grant application in the estimated amount of \$150,000.00 to the State of Texas Comptroller of Public Accounts for the purpose of funding the Tobacco Compliance Program for the period of September 1, 2010 through August 31, 2011. Funding will be used to execute random unannounced inspections to assure retailer are in compliance with tobacco laws.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will apply for an estimated \$150,000 from the State of Texas Comptroller of Public Accounts to fund the Tobacco Compliance Program; and

Whereas, the City of Laredo use the these funds to execute special operations related to compliance related activities such as sting operations; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of State of Texas funds, the City of Laredo assures that the funds will be returned to the State of Texas Governor's Office and the Texas Comptroller of Public Accounts in full; and

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

Section 1: It authorizes the City Manager to submit a grant application in the estimated amount of \$150,000.00 to the State of Texas Comptroller of Public Accounts for the purpose of funding the Tobacco Compliance Program for the period of September 1, 2010 through August 31, 2011. Funding will be used to execute random unannounced inspections to assure retailer are in compliance with tobacco laws.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

Valerie M. Casso

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE:</p> <p style="text-align: center;">05 / 03 / 2010</p>	<p>SUBJECT: Resolution 2010-R-033</p> <p>Authorizing the City Manager to accept a grant from the U. S. Department of Justice in the amount of \$10,503 to fund the Bulletproof Vest Partnership (BVP) program. The U. S. Department of Justice BVP program will fund \$10,503 and the City of Laredo will designate \$10,503 in matching funds for a total program budget of \$21,006. Funding will be used to replace bulletproof vests that exceed the recommended life expectancy. Funding is available in the City of Laredo Special Police Programs Transfer-In.</p>																
<p>INITIATED BY:</p> <p>Cynthia Collazo Deputy City Manager</p>	<p>STAFF SOURCE:</p> <p>Carlos R. Maldonado Chief of Police</p>																
<p>PREVIOUS COUNCIL ACTION: None</p>																	
<p>ACTION PROPOSED:</p> <p>City Council approve this Public Hearing / Introductory Ordinance</p>																	
<p>BACKGROUND:</p> <p>The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 (Public Law 105-181) and reauthorized by the BVP Act of 2000 (Public Law 106-517), is a unique U. S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Laredo Police Department is in need of replacing bulletproof vest annually. The BVP Grant will contribute 50% of the cost and the City of Laredo will designate the additional 50% of the cost.</p>																	
<p>FINANCIAL:</p> <p>Amendment</p> <p>U. S. Dept. of Justice/BVP</p> <p>Local/Match</p> <p>Total</p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center;">Original Budget</th> <th style="text-align: center;">Proposed Budget</th> <th style="text-align: center;">Budget</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">\$10,503</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>\$10,503</u></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">\$21,006</td> <td></td> <td></td> </tr> </tbody> </table>		Original Budget	Proposed Budget	Budget		\$10,503				<u>\$10,503</u>				\$21,006		
	Original Budget	Proposed Budget	Budget														
	\$10,503																
	<u>\$10,503</u>																
	\$21,006																
<p>RECOMMENDATION:</p>	<p>STAFF:</p> <p>Recommends the approval of this ordinance.</p>																

Resolution 2010-R-033

Authorizing the City Manager to accept a grant from the U. S. Department of Justice in the amount of \$10,503 to fund the Bulletproof Vest Partnership (BVP) program. The U. S. Department of Justice BVP program will fund \$10,503 and the City of Laredo will designate \$10,503 in matching funds for a total program budget of \$21,006. Funding will be used to replace bulletproof vests that exceed the recommended life expectancy. Funding is available in the City of Laredo Special Police Programs Transfer-In.

Whereas, the City Council previously adopted the budget for fiscal year 2009-2010; and

Whereas, the Police Chief recommends that Council authorize the amendment of the budget; and

Whereas, funding in the Special Police Programs will be used to match the Bulletproof Vest Grant; and

Whereas, funding for the project is available in the Laredo Police Department Special Police Programs.

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

Section 1: City Manager is hereby authorized to accept a grant from the U. S. Department of Justice in the amount of \$10,503 to fund the Bulletproof Vest Partnership (BVP) program. The U. S. Department of Justice BVP program will fund \$10,503 and the City of Laredo will designate \$10,503 in matching funds for a total program budget of \$21,006. Funding will be used to replace bulletproof vests that exceed the recommended life expectancy. Funding is available in the City of Laredo Special Police Programs Transfer-In.

Section 2: FINANCIAL:

	Budget
U. S. Dept. of Justice/BVP	\$10,503
Local/Match	<u>\$10,503</u>
Total	\$21,006

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: MAY 3, 2010	SUBJECT: RESOLUTION 2010-R-034 Accepting a grant in the amount of \$20,000 from the Texas Department of Transportation for enforcement of <i>Vehicle Occupant Protection during the Click it or Ticket Campaign</i> . The grant is for overtime salaries, including fringe benefits and is funded 100% by the Texas Department of Transportation.
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Carlos Maldonado, Chief of Police
PREVIOUS COUNCIL ACTION: None.	
ACTION PROPOSED: That this Resolution be passed and approved.	
BACKGROUND: The Texas Department of Transportation has made a grant entitled <i>Click or Ticket Program</i> available to the Laredo Police Department. The grant will pay for overtime salaries for police officers for the enforcement of national safety belt and child safety seat <i>Click or Ticket Campaign</i> . Public information materials will also be available under this grant. . The grant period will begin May 24, 2010 and runs thru June 06, 2010.	
FINANCIAL: Click it or Ticket Grant will cover overtime and fringe benefits and will be expensed in the Special Police Fund (229-2316).	
RECOMMENDATION:	STAFF: Recommends that Council approve this Resolution.

RESOLUTION 2010-R-034

Accepting a grant in the amount of \$20,000 from the Texas Department of Transportation for enforcement of *Click or Ticket Campaign*. The grant period will begin May 24, 2010 and runs thru June 06, 2010. This grant is for overtime salaries, and fringe the City of Laredo will pay no match.

Whereas, there is available to the City of Laredo a grant entitled *Click or Ticket Campaign* from the Texas Department of Transportation for a program which would pay for overtime salaries for off duty police officers for the performance of *Click or Ticket Campaign* during May 24, 2010 – June 06, 2010; and

Whereas, the Police Chief Recommends that the Council authorize acceptance of a grant for such a program in the amount of \$20,000; and

Whereas, the City Council finds that such acceptance should be made and will be beneficial to the City.

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

Section 1: Accepting a grant from the Texas Department of Transportation in the amount of \$20,000 for the performance of *Click or Ticket Campaign* and maintain an Enforcement Effort from May 24, 2010 through June 06, 2010

Section 2: It authorizes the City Manager to execute all necessary documents to achieve said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

RAUL SALINAS, MAYOR

ATTEST:

APPROVED AS TO FORM:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

Valeria M. Casso

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 05/03/2010	SUBJECT: RESOLUTION NO. 2010-R-035 AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES AND ACCEPT ADDITIONAL FUNDS IN THE AMOUNT OF \$13,535.00 FOR THE HEALTH DEPARTMENT'S MATERNAL AND WELL CHILD SERVICES GRANT FOR THE TERM FROM SEPTEMBER 1, 2009 THROUGH AUGUST 31, 2010.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
PREVIOUS COUNCIL ACTION: On August 17, 2009, Council approved Ordinance 2009-O-134.	
BACKGROUND: The Texas Department of State Health Services (TDSHS) continues to contract with the City of Laredo to provide public health preventive and early screening patient care services to persons in Laredo and Webb County through the City of Laredo Health Department primary preventive care programs. The continuation of the Maternal and Child Health (MCH-Title V), dental, and preventive care services to eligible children: preventive, primary well child and early detection health screening services, and dental preventive care (for children and adolescents). The program will bill Title V or Medicaid for all Medicaid eligible services; will ensure that all program income generated through Medicaid be used to expand and enhance women and children's preventive primary care health services. <p align="center">BUDGET ON NEXT PAGE</p>	
FINANCIAL: The City of Laredo will receive an additional \$13,535.00 in Fee-For-Service funds from TDSHS for the Health Department MCH-Title V for the period beginning September 1, 2009 through August 31, 2010. The revenue line item 226-0000-323-4034 is hereby increased by \$13,535.00 and expenditure division is 226-6015 with Project Number HEMC02 is hereby increased by \$13,535.00. The revenue line item 226-0000-372-1000 is hereby decreased by \$13,535.00. The expenditure division 226-6801-544-9900 is hereby decreased by \$13,535.00. The total budget remains the same.	
RECOMMENDATION:	STAFF: Recommends that Council approve the resolution.

CHS Fee For Service – FY 2009-10
 226-6015 (MCH)

BUDGET

CATEGORIES		MCH 6015		
REVENUES		Original	Amended	New Total
TDSHS GRANT REVENU	\$	34,833	13,535	48,368
PROGRAM INCOME		440	0	440
TOTAL REVENUES	\$	35,273	13,535	48,808
EXPENSES				
PERSONNEL	\$	0	0	0
FRINGE BENEFITS		0	0	0
TRAVEL		0	0	0
EQUIPMENT		0	0	0
SUPPLIES		34,833	13,535	48,368
CONTRACTUAL		0	0	0
OTHER		0	0	0
SUB-TOTAL	\$	34,833	13,535	48,368
PROGRAM INCOME		440	0	440
TOTAL	\$	35,273	13,535	48,808

RESOLUTION 2010-R

AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES AND ACCEPT ADDITIONAL FUNDS IN THE AMOUNT OF \$13,535.00 FOR THE HEALTH DEPARTMENT'S MATERNAL AND WELL CHILD SERVICES FOR THE TERM FROM SEPTEMBER 1, 2009 THROUGH AUGUST 31, 2010.

WHEREAS, the Texas Department of State Health Services (TDSHS) has contracted with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department; and

WHEREAS, the continuation of Maternal and Child Health (MCH-Title V) Program provides, at a minimum, the following services to eligible children: preventive, primary child health and dental services; and

WHEREAS, the program will bill Title V or Medicaid for all Medicaid eligible services; will ensure that all program income generated through Medicaid be used to expand and enhance women and children's health services.

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 contract and accept additional funds in the amount of \$13,535.00 from the Texas Department of State Health Services of the Health Department's Maternal and Child Health (MCH-Title V) for the term beginning September 1, 2009 through August 31, 2010.

Section 2: Revenue line items 226-0000-323-4034 and is hereby increased by \$13,535.00. Revenue account 226-0000-372-1000 is hereby decreased by \$13,535.00.

Section 3: Expenditure division 226-6015 with Project No. HEMC02 is hereby increased by \$13,535.00. Expenditure division 226-6801-544-9900 is decreased by \$13,535.00.

Section 4: The City Manager is hereby authorized to make transfers within the budget as allowable under the Special Contract Provisions and General Provisions of the contract with TDSHS 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 _____, 2010.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
Raul Casso, City Attorney**

**NATHAN BRATTON
ASSISTANT CITY ATTORNEY**

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and CITY OF LAREDO HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2010-031683-001 (Contract) in accordance with this Amendment No. 001A: CHS – FEE FOR SERVICE effective 3/29/2010 .

The purpose of this Amendment is to increase contract amount due to realignment of FY10 funds.

Therefore, DSHS and Contractor agree as follows:

Change Program Attachment No. as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION VII. BUDGET, is revised as follows:

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental.

Total payments will not exceed ~~\$34,833.00~~ \$48,368.00.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: _____

Director, Client Services Contracting Unit

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: _____

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Phone: _____

Email: _____

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: RESOLUTION 2010-R-037 Authorize the City Manger to enter into and execute a finance/ownership lease with Philpott Motors, Nederland, TX and Ford Motor Credit Company – Municipal Finance, for the acquisition of fifty police pursuit vehicles for the Police Department in the total principal amount of \$1,330,000.00; and authorize that the finance/ownership lease transaction include a \$500,000 initial payment. Funding for the lease purchase payments and the down payment is available in the Police Trust Fund budget.
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INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Carlos Maldonado, Chief of Police Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION:

BACKGROUND: The Police Department has been authorized to lease purchase fifty police pursuit vehicles. These vehicles will be acquired utilizing a finance/ownership lease purchase agreement with a payment term of three years. The City of Laredo will retain full ownership of the vehicles at the end of the lease agreement.

Bid Summary	Qty	Unit Price	Total Amount
Philpott Ford	50	\$26,600.00	\$1,330,000.00
Wichita Falls Lincoln Mercury Ford	50	\$26,845.40	\$1,342,270.00
Sam's Pack Five Star Ford	50	\$27,257.00	\$1,362,850.00
Westway Ford	50	\$27,857.00	\$1,392,850.00
Planet Ford	50	\$29,318.00	\$1,465,900.00
Sames Motor Co	50	\$29,907.00	\$1,495,350.00

FINANCIAL IMPACT: These vehicles will be purchased utilizing a finance/ownership purchase agreement. The lease purchase agreement includes a \$500,000 initial payment. Funding will be available in the Police Trust Fund budget.

Account Numbers: 665-2300-526-7450 principal
 665-2300-526-7650 interest

Financing Transaction

Purchase Total	\$1,330,000.00
Interest Amount	\$ 93,401.29
Total Transaction Amount	\$1,423,401.29
Annual Payment Amount	\$ 307,800.43
Down Payment Amount	(\$ 500,000.00)

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this resolution be approved.
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SUBJECT: RESOLUTION NO. 2010-R-037

Authorize the City Manger to enter into and execute a finance/ownership lease with Philpott Motors, Nederland, TX and Ford Motor Credit Company - Municipal Finance, for the acquisition of fifty police pursuit vehicles for the Police Department in the total principal amount of \$1,330,000.00; and authorize that the finance/ownership lease transaction include a \$500,000 initial payment. Funding for the lease purchase payments and the down payment is available in the Police Trust Fund budget.

WHEREAS, the City of Laredo Police Department is requesting the purchase of fifty police pursuit vehicles;

WHEREAS, the City of Laredo solicited formal bids (FY10-045) for the purchase of these vehicles and that six vendors submitted bid proposals;

WHEREAS, it has been determined that Philpott Motors has submitted the lowest bid proposal for which includes a finance/ownership lease proposal with their leasing agent, Ford Municipal Finance;

WHEREAS;

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

The City Manager enters into and executes a finance/ownership lease with Philpott Motors and Ford Motor Credit Company - Municipal Finance for the acquisition of fifty vehicles for the Police Department in the principal amount of \$1,300,000.00.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF MAY 2010.

RAUL G. SALINAS,
MAYOR

APPROVED AS TO FORM:

ATTEST:

RAUL CASSO,
CITY ATTORNEY

GUSTAVO GUEVARA, JR.,
CITY SECRETARY

City of Laredo
 Bid Tabulation
 Bid Police Pursuit Sedans
 FY10-045

	Sames Motor Co, Inc. Laredo, TX		Planet Ford Spring, TX		Wichita Falls Ford Lincoln Mercury Wichita Falls, TX		Philpott Motors Nederland, TX		Sam Pack's Five Star Ford Carrollton, TX		Westway Ford Irving, TX		
	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Purchase Price	50	\$ 23,535.25	\$ 1,176,762.50	\$ 22,747.00	\$ 1,137,350.00	\$ 22,273.40	\$ 1,113,670.00	\$ 21,826.00	\$ 1,091,300.00	\$ 21,815.00	\$ 1,090,750.00	\$ 22,681.00	\$ 1,134,050.00
Pursuit Safety Equipment	50	\$ 6,371.75	\$ 318,587.50	\$ 6,571.00	\$ 328,550.00	\$ 4,572.00	\$ 228,600.00	\$ 4,774.00	\$ 238,700.00	\$ 5,442.00	\$ 272,100.00	\$ 5,176.00	\$ 258,800.00
Total			<u>\$ 1,495,350.00</u>		<u>\$ 1,465,900.00</u>		<u>\$ 1,342,270.00</u>		<u>\$ 1,330,000.00</u>		<u>\$ 1,362,850.00</u>		<u>\$ 1,392,850.00</u>

Auto Make / Model Delivery	2010 Ford CRV P. Interceptor 90-120 days	2010 Ford CRV P. Interceptor 120 days	2010 Ford CRV P. Interceptor 120 - 140 days	2010 Ford CRV P. Interceptor 120 - 140 days	2010 Ford CRV P. Interceptor 120 - 140 days	2010 Ford CRV P. Interceptor 120 days
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Financing Option 1 - \$250,000 initial payment

Total Purchase Cost	\$ 1,495,350.00	\$ 1,465,900.00	\$ 1,342,270.00	\$ 1,330,000.00	\$ 1,362,850.00	\$ 1,392,850.00
Interest cost 3 yrs	\$ 78,759.68	\$ 111,036.09	\$ 105,411.20	\$ 121,391.88	\$ 107,821.65	\$ 104,365.14
Principal and Interest total cost	<u>\$ 1,574,109.68</u>	<u>\$ 1,576,936.09</u>	<u>\$ 1,447,681.20</u>	<u>\$ 1,451,391.88</u>	<u>\$ 1,470,671.65</u>	<u>\$ 1,497,215.14</u>
Annual lease purchase payment	\$ 441,369.89	\$ 442,312.03	\$ 399,368.77	\$ 400,463.96	\$ 406,890.55	\$ 415,738.38

Financing Option 2

Total Purchase Cost	\$ 1,495,350.00	\$ 1,465,900.00	\$ 1,342,270.00	\$ 1,330,000.00	\$ 1,362,850.00	\$ 1,392,850.00
Interest cost 4 yrs	\$ 111,807.81	\$ 139,797.60	\$ 141,348.61	\$ 150,776.72	\$ 144,436.04	\$ 131,398.72
Principal and Interest total cost	<u>\$ 1,607,157.81</u>	<u>\$ 1,605,697.60</u>	<u>\$ 1,483,618.61</u>	<u>\$ 1,480,776.72</u>	<u>\$ 1,507,286.04</u>	<u>\$ 1,524,248.72</u>
Annual lease purchase payment	\$ 339,289.45	\$ 338,924.40	\$ 308,510.85	\$ 307,800.43	\$ 314,321.51	\$ 318,562.18

Financing Option 3

Total Purchase Cost	\$ 1,495,350.00	\$ 1,465,900.00	\$ 1,342,270.00	\$ 1,330,000.00	\$ 1,362,850.00	\$ 1,392,850.00
Interest cost 3 yrs	\$ 62,948.93	\$ 88,206.07	\$ 81,293.95	\$ 81,293.95	\$ 77,704.36	\$ 81,535.12
Principal and Interest total cost	<u>\$ 1,558,298.93</u>	<u>\$ 1,554,106.07</u>	<u>\$ 1,423,563.95</u>	<u>\$ 1,411,293.95</u>	<u>\$ 1,440,554.36</u>	<u>\$ 1,474,385.12</u>
Annual lease purchase payment	\$ 352,766.31	\$ 338,924.40	\$ 307,996.34	\$ 238,557.02	\$ 315,815.12	\$ 324,795.04

Financing Option 4

Total Purchase Cost	\$ 1,495,350.00	\$ 1,465,900.00	\$ 1,342,270.00	\$ 1,330,000.00	\$ 1,362,850.00	\$ 1,392,850.00
Interest cost 4 yrs	\$ 89,362.75	\$ 111,053.96	\$ 111,053.96	\$ 111,053.96	\$ 112,096.52	\$ 102,655.08
Principal and Interest total cost	<u>\$ 1,584,712.75</u>	<u>\$ 1,576,953.96</u>	<u>\$ 1,342,270.00</u>	<u>\$ 1,330,000.00</u>	<u>\$ 1,474,946.52</u>	<u>\$ 1,495,505.08</u>
Annual lease purchase payment	\$ 271,178.19	\$ 269,238.49	\$ 237,926.00	\$ 237,926.00	\$ 243,736.63	\$ 248,876.27

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: A RESOLUTION NO. 2010-R-039 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS RELATING TO THE SUBMISSION OF A PASS-THROUGH FINANCE APPLICATION BY WEBB COUNTY, TEXAS FOR THE IMPROVEMENTS OF LOOP 20/SPUR 400.	
INITIATED BY:		STAFF SOURCE: Keith Selman, Director of Planning
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The findings of the resolution read: 1. One of the purposes of the City of Laredo is to foster and encourage development that benefits the economic well-being of the citizens of this area. 2. One of the critical elements of any community is an adequate transportation system. 3. The City of Laredo has been working toward the identification of transportation facilities that are critical to the future of the City of Laredo. 4. The improvements of Loop 20/Spur 400 has been identified as one of the major transportation priorities for the region. 5. The improvement of Loop 20/Spur 400 will improve the mobility of the region. 6. The improvement of Loop 20/Spur 400 Overpass will improve safety of the citizens of Webb County by expediting the movement of industrial truck traffic, hazardous material transports and local truck and automobile traffic. 7. The improvement of Loop 20/Spur 400 will create a safer more efficient route that will provide greater connectivity and congestion relief to Loop 20.		
FINANCIAL IMPACT:		
COMMITTEE RECOMMENDATION: None		STAFF RECOMMENDATION:

RESOLUTION NO. 2010-R-039

A resolution of the City Council of the City of Laredo, Texas relating to the submission of a pass-through finance application by Webb County, Texas for the improvements of Loop 20/spur 400.

WHEREAS, one of the purposes of the City of Laredo is to foster and encourage development that benefit the economic well-being of the citizens of this area, and;

WHEREAS, one of the critical elements of any community is an adequate transportation system, and;

WHEREAS, City of Laredo has been working toward the identification of transportation facilities that are critical to the future of the City of Laredo, and;

WHEREAS, the Improvements of Loop 20/Spur 400 have been identified as one of the major transportation priorities for the region, and;

WHEREAS, the Improvement of Loop 20/Spur 400 will improve the mobility of the region, and;

WHEREAS, the Improvement of Loop 20/Spur 400 Overpass will improve the safety of the citizens of Webb County by expediting the movement of industrial truck traffic, hazardous material transports and local truck and automobile traffic, and;

WHEREAS, The Improvements of Loop 20/Spur 400 will create a safer more efficient route that will provide greater connectivity and congestion relief to Loop 20.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS that the City of Laredo supports the development and funding of the Loop 20/Spur 400 Improvements and urges the Texas Transportation Commission and the Texas Department of Transportation to make this project a top priority and execute a Pass-Through Finance Agreement with the County of Webb for the Loop 20/Spur 400 Improvements.

RESOLUTION NO. 2010-R-039

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

The City of Laredo supports the development and funding of the Loop 20/Spur 400 Improvements and urges the Texas Transportation Commission and the Texas Department of Transportation to make this project a top priority and execute a Pass-Through Finance Agreement with the County of Webb for the Loop 20/Spur 400 Improvements.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 2010.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

NATHAN BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 05-03-10	SUBJECT: MOTION Authorizing the City Manager to enter into a professional services contract with Washman LLC, Brookston, Indiana, in association with David R. Runyan, Ashland, Alabama not to exceed the amount of \$153,294.00 to prepare a Wild Life Hazard Study and Assessment at the Laredo International Airport. The Federal Aviation Administration will fund 95% of the cost of this study with funds received from Grant Project No. 3-48-0136-063-2010. The City's local match in the amount of \$7,664.70 (5%) is available in the Airport Construction Fund Grant No. 63. Subject to approval of Ordinance No. 2010-0-047.									
INITIATED BY: Jesus M. Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager									
PREVIOUS COUNCIL ACTION: None										
BACKGROUND: The City of Laredo-Laredo International Airport (LRD) requested the submittal of Statement of Qualifications for the purpose of obtaining the services of an FAA Qualified Airport Wildlife Biologist to conduct a Wildlife Hazard Assessment at Laredo International Airport (LRD) and to provide related services which include but are not limited to the following: <ul style="list-style-type: none"> • Performance of an Airport Wildlife Hazard Assessment in accordance with FAA Advisory Circular (AC) 150/5200-36. • Employee training in control measures and their responsibilities under the WHMP • Preparation of an Airport Wildlife Hazard Management Plan (WHMP) The Biologist must be qualified as outlined in FAA Advisory Circular 150/5200-36 "Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports". <p style="text-align: center;">Background Continued on Page 2</p>										
FINANCIAL IMPACT : Funding is available in the Airport Construction fund. <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">FAA Grant No. 63</td> <td style="text-align: right;">Account No.</td> </tr> <tr> <td>FAA Grant# 3-48-0136-063-2010</td> <td></td> </tr> <tr> <td>Expenses:</td> <td></td> </tr> <tr> <td>Project Engineering Fees</td> <td style="text-align: right;">433-3646-583-5512</td> </tr> </table>			FAA Grant No. 63	Account No.	FAA Grant# 3-48-0136-063-2010		Expenses:		Project Engineering Fees	433-3646-583-5512
FAA Grant No. 63	Account No.									
FAA Grant# 3-48-0136-063-2010										
Expenses:										
Project Engineering Fees	433-3646-583-5512									
COMMITTEE RECOMMENDATION: On February 9, 2010, the Airport Advisory Committee recommended approval.	STAFF RECOMMENDATION: Approval of this Motion.									

Background Continued

A total of seven (7) firms submitted statement of qualifications which include the following:

- (1) Washman, LLC., (Brookston, Indiana)
- (2) Loomacres Wildlife Management (Warner, New York)
- (3) Geo-Marine, Inc.(Plano, Texas)
- (4) AMEC Earth and Environmental, Inc. (El Paso, Texas)
- (5) SWCA Environmental Consultants (Las Vegas, Nevada)
- (6) Terracon Consultants, Inc. (Laredo/Dallas, Texas) in association with C&S Companies, Wolf Eagle Environmental and Quachita Environmental Services.
- (7) Enercon Services, Inc. (Dallas, Texas) in association with Environmental Resource Solutions, Inc. (Jacksonville Beach, Florida)

Collisions between aircraft and wildlife compromise the safety of passengers and flight crews. Damage to an aircraft from a wildlife strike can range from a small dent in the wing to catastrophic engine failure and destruction of the aircraft along with potential loss of life. Recognizing the potential hazards wildlife pose to aircraft and human lives, Title 14, Code of Federal Regulations, Part 139.337(b) requires a response from airports when:

1. An air carrier aircraft experiences multiple wildlife strikes;
2. An air carrier aircraft experiences substantial damage from striking wildlife, as used in this paragraph, substantial damage means damage or structural failure incurred by an aircraft that adversely affects the structural strength, performance, or flight characteristics of the aircraft and that would normally require major repair or replacement of the affected component;
3. An air carrier aircraft experiences an engine ingestion of wildlife; or
4. Wildlife of a size, or in numbers, capable of causing an event described above is observed to have access to any airport flight pattern or aircraft movement area.

COUNCIL COMMUNICATION

<p>DATE: 05/03/10</p>	<p>SUBJECT: MOTION Consideration for approval to award a professional services contract to Hickey Pena Architects, Laredo, Texas, for an amount not to exceed \$211,290.00 for design and preparation of plans and specifications for the Construction of a Federal Inspection Station (FIS) at the Laredo International Airport for the purpose of US Customs and Border Protection (CBP) clearing private and cargo aircraft. Design work is to be approximately six (6) months. Funding is available in the Airport Construction Fund.</p>																					
<p>INITIATED BY: Carlos Villarreal, City Manager</p>		<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager</p>																				
<p>PREVIOUS COUNCIL ACTION: None.</p>																						
<p>BACKGROUND: The estimated construction cost is approximately \$2.0 million including furnishings.</p> <p>The proposed FIS facility will:</p> <ul style="list-style-type: none"> • Serve to process international flights both private and air cargo by U. S. Customs and Border Protection, • Will enhance airport operational safety and security, • Reduce operational and maintenance cost to aircraft owners and operators, • Enhance LRD's competitiveness for processing international flights, and • Make a better first impression of the airport and city. <p>The proposed facility is to house U. S. Customs and Border Protection and a section of Nuevo Laredo Customs. The interior of the section of the FIS designated for Mexican Customs will not be finished out contingent upon agreement by the Mexican Government to locate an external operation of Mexican Customs.</p> <p>Design work is to be approximately six (6) months.</p> <p>Fee breakdown is as follows:</p> <table border="0" style="width: 100%;"> <tr> <td>Architectural.....</td> <td align="right">\$88,000.00</td> </tr> <tr> <td>Civil.....</td> <td align="right">\$37,900.00</td> </tr> <tr> <td>Structural.....</td> <td align="right">\$18,500.00</td> </tr> <tr> <td>MEP.....</td> <td align="right">\$32,000.00</td> </tr> <tr> <td>Furnishing Layout.....</td> <td align="right">\$16,000.00</td> </tr> <tr> <td>Civil Survey Allowance.....</td> <td align="right">\$7,875.00</td> </tr> <tr> <td>Geo-Tech Report Allowance.....</td> <td align="right">\$5,460.00</td> </tr> <tr> <td>Printing Allowance.....</td> <td align="right">\$3,795.00</td> </tr> <tr> <td>TAS-ADA Fee Allowance.....</td> <td align="right"><u>\$1,760.00</u></td> </tr> <tr> <td>Total Fee.....</td> <td align="right">\$211,290.00</td> </tr> </table>			Architectural.....	\$88,000.00	Civil.....	\$37,900.00	Structural.....	\$18,500.00	MEP.....	\$32,000.00	Furnishing Layout.....	\$16,000.00	Civil Survey Allowance.....	\$7,875.00	Geo-Tech Report Allowance.....	\$5,460.00	Printing Allowance.....	\$3,795.00	TAS-ADA Fee Allowance.....	<u>\$1,760.00</u>	Total Fee.....	\$211,290.00
Architectural.....	\$88,000.00																					
Civil.....	\$37,900.00																					
Structural.....	\$18,500.00																					
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Civil Survey Allowance.....	\$7,875.00																					
Geo-Tech Report Allowance.....	\$5,460.00																					
Printing Allowance.....	\$3,795.00																					
TAS-ADA Fee Allowance.....	<u>\$1,760.00</u>																					
Total Fee.....	\$211,290.00																					
<p>FINANCIAL IMPACT: Funding is available in the Airport Construction Fund. Account No. 433-3687-585-9201</p>																						
<p>COMMITTEE RECOMMENDATION: Approved by the Airport Advisory Committee on Tuesday, April 13, 2010. Approved by the Finance Committee on Monday, April 26, 2010 and by the Operations Committee on Tuesday, April 27, 2010.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>																					

COUNCIL COMMUNICATION

DATE: 05-03-10	SUBJECT: MOTION Authorizing the City Manager to execute a contract for consultant services with Foreign-Trade Xperts of Laredo, Texas to assist the City of Laredo with the expansion of trade opportunities with Latin American countries in an amount not to exceed \$49,000.00 plus eligible travel reimbursable expenses under the contract. The term of this contract is for six (6) months commencing April 15, 2010 and ending October 15, 2010. Funding is available equally from both the Airport Fund and Bridge Fund salary savings.	
INITIATED BY:	Jesus Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager
PREVIOUS ACTION: None		
BACKGROUND: Mr. Vargas, principal of Foreign-Trade Xperts of Laredo, Texas is a former President of Latin America Free Trade Zones Association, is very knowledgeable of Central America and South America and its export / import trade and is known and well respected in Latin America trade circles. Foreign Trade Xperts was previously contracted from October 1, 2009 to April 15, 2010 to assist the City of Laredo with helping to organize, coordinate and follow-up with Laredo's First Business Roundtable Conference with Central American exporters/importers February 24-26, 2010 held at Texas A&M International University campus. The conference was a resounding success. The previous contract was for \$49,000.00 for six (6) months an amount under the City Manager's level of approval. There is a need to continue to contract for additional professional services to assist the City of Laredo with follow-up to the Business Roundtable Conference to assist the import / export trade community Laredo, Texas to expand trade opportunities. And to prepare a Market Feasibility Study for the development of a Multimodal Distribution Center to service Latin America exporters.		
FINANCIAL: Funding for this contract is available equally in both the Airport Fund FY 2010 Budget from the vacant Marketing Manager position and Bridge Fund.		
COMMITTEE RECOMMENDATION: On April 13, 2010 the Airport Advisory Committee unanimously recommended approval.		STAFF RECOMMENDATION: That this contract be approved.

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Consultant Services

This Contract made and entered into in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "CITY", and

**Foreign-Trade Xperts
207 False Bay
Laredo, Texas 78041
Phone: (956) 635-0104**

Foreign-Trade Xperts hereinafter termed "CONSULTANT," said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for consultant services hereinafter set forth.

I. The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in Attachment "A" Scope of Services. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

III. Period of Performance:

Contract time is to be approximately Six (6) months commencing on April 15, 2010 and ending on October 15, 2010.

IV. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, plus eligible reimbursable expenses. Eligible reimbursable expenses shall include and be limited to costs for travel, and travel related expenses, such as, food, lodging and transportation, telephone, reproduction of reports and exhibits, and miscellaneous expenses directly related to

the project. The City Manager shall determine which expenses are eligible for reimbursement under this contract.

An amount of Forty Nine Thousand Dollars (\$49,000) will not be exceeded; this amount does not include eligible reimbursement expenses.

Once a month, on or about the fifteen (15th) day of the month, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment. The sum of Forty Nine Thousand Dollars (\$49,000.00) shall be payable to Consultant in six (6) equal monthly installments of Eight Thousand One Hundred Sixty Six Dollars and Sixty Seven Cents (\$8,166.67) starting May 15, 2010. However, the final monthly payment shall be made by the CITY to the CONSULTANT upon submission of all completion of project documentation to include a final summary report of all activities associated with this contract on or about November 1, 2010.

V. Termination and/or Suspension of Work:

Right of Either Party to Terminate: This Contract may be terminated by either party for failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice.

VI. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the CITY shall have the right to terminate this contract under the provisions of VII above.

VII. Changes in Scope of Services:

The CITY may, from time to time as the project evolves, request changes in the Scope of Services to be performed by the CONSULTANT hereunder without additional compensation due CONSULTANT.

VIII. Subcontracting or Assigning of Contract:

The CITY does not allow, permit, negotiate, authorize nor approve any assignment of contract or contract proceeds between the CITY, the CONSULTANT, and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The CITY does not agree to pay any additional party either jointly or separately for services rendered under the contract.

IX. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands.

X. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XI. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XII. Owner of Documents:

All documents, notes, reports, studies, presentations and data will remain the property of the CITY.

XIII. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Non-discrimination Clause as contained in the City of Laredo's current Affirmation Action Plan on file

in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XIV. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XV. CONSULTANT represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other CONSULTANTS under similar circumstances at the time the services are performed. No other representations to CITY express or implied, and no warranties or guarantees are included or intended in this Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors.

XVI. Consequential Damages.

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

XVII. Exclusivity

It is understood and agreed to, that all materials, ideas, content and purpose of the project, are to be held in the highest degree of confidentiality and Consultant shall not engage in any similar efforts for a competitive entity during the duration of this project regarding foreign trade. Consultant shall work exclusively for the benefit of the City of Laredo and will work solely to advance the CITY'S interest. No information shall be given out by Consultant without prior written permission from the City.

XVIII. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the City Secretary, and this CONSULTANT, acting by the hand of CARLOS ARTURO VELARDE SANCHEZ_does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2010.

ATTEST:

CITY OF LAREDO

GUSTAVO GUEVARA, JR.,
CITY SECRETARY

CARLOS VILLARREAL
CITY MANAGER

CONSULTANT

Authorized Signature
CARLOS ARTURO VELARDE SANCHEZ
FOREIGN-TRADE XPERTS

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

BY: _____

VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

ATTACHMENT "A"
SCOPE OF SERVICES
CONSULTANT SERVICES

The CONSULTANT shall serve as the CITY'S CONSULTANT with regard to promoting, marketing, coordinating, advice and advancing the interest of the CITY of positioning the CITY as a logistics hub for Central American Exports and Imports. The CONSULTANT will give consultation and advice to the CITY during the performance of this contract. The Scope of Work shall include but not be limited to the following:

1. Coordinate, attend and participate in meetings here in Laredo, Texas, the United States and abroad.
2. Assist and coordinate follow-up with exporters / importers, chambers, and government trade officials and transportation / logistics service providers to promote and encourage trade using the Port of Laredo, Texas.
3. Prepare draft communiqués, invitations and agreements with foreign export/import associations and businesses.
4. Coordinate with all applicable trade entities including chambers and federations to include U. S. Embassies, U.S. Department of Commerce and U. S. Chambers of Commerce in foreign countries and organize foreign trade missions.
5. Research issues and develop reports and studies as may be directed by CITY regarding trade matters.
6. Develop logistics strategies in support of Laredo, Texas becoming a logistics hub to and from foreign countries.
7. Prepare a list of potential exporters and importers including export/import products that may utilize the Port of Laredo, Texas.
8. Assist in the preparation and development of presentation materials regarding the CITY'S objective of making Laredo, Texas a logistics hub for exports and imports.
9. Prepare and coordinate agendas for trade missions to and from foreign countries.
10. Perform other activities as may be directed by CITY in regards to the foreign trade initiatives.
11. Consultant's reports, communiqués, presentations, agendas and studies shall be in both English and Spanish.
12. Prepare a final report acceptable to CITY prior to conclusion of this contract to include project notebooks and documentation of all events and activities to include contract accomplishments and identify remaining tasks.

COUNCIL COMMUNICATION

DATE: 5/3/10	SUBJECT: MOTION Consideration for acceptance, final payment, release of the remaining retainage in the amount of \$15,870.97 and approval of final change order in the amount of \$129,692.20 to Price Construction, Ltd.; Big Spring, Texas for the Chacon Creek Wastewater Interceptor Phase II. The change order is for the extra length of casing and the rock encountered on the 30" bore under Loop 20, the extra gravel cost, the pavement work and increases and decreases to match actual constructed quantities encountered along the 21" and 24" sanitary sewer lines at different depths; the acceptance, final change order and release of retainage are subject to Texas Water development Board. The contract time for the change order was extended for 150 calendar days. The new contract amount is \$3,954,958.20 and the new contract time is 665 Calendar Days. Funding is available in the 1998-A Sewer Bond issue and \$107,589.00 from EPA Grant.
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INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodríguez Jr., P.E., Utilities Director
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PREVIOUS COUNCIL ACTION: Rejection of bids submitted by Big Excavation Inc., Houston, Texas, and Holloman Corporation, Converse, Texas for the Chacon Creek Wastewater Interceptor Phase 2, due to bids being in excess of allocated budget on 9/4/07. City Council approved the construction contract to Price Construction on 5/5/2008. City Council approved change order #1 on 4/6/09. Acceptance the conveyance by City Council of two sanitary sewer easements under Resolution 2009-R-137 on 11/16/09

BACKGROUND:
During the construction of this project the contractor has several conflicts as follows:

- Encountered layers of hard rock crossing the Loop 20 along the 18" sanitary sewer line inside of a 30" steel casing.
- Problems with the stabilization of the trench due to the water table along the creek area.
- Re-alignment of the sewer line to eliminate the conflict with the gas company and that created changes on the depths proposed on the original bids.
- Conflict with the rip-rap east of Loop 20.

The contractor for this change order will extend the 30" casing to eliminate the conflict with the rip-rap; stabilize the trench with gravel, provide all the materials labor and equipment for the re-alignment and the rock encountered along the 30" bore.

	Contract Amount	Calendar Days
Original Contract	\$3,505,167.00	365
Change Order #1.....	\$ 320,099.00	150
Change Order #2.....	\$ 129,692.20	150
Total	\$3,954,958.20	665

FINANCIAL IMPACT:
Funding to pay for this contract exists in the 1998-A Sewer Bond issue Account #559-4275-538-0216 and \$107,589.00 from EPA Grant.

COMMITTEE RECOMMENDATION: Operations and Finance Committee	STAFF RECOMMENDATION: Approval of Motion.
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City of Laredo Construction Change Order

Project: Chacon Creek Wastewater Interceptor Phase 2

Change Order No. 2

Date: 04/15/2010

Contractor: Price Construction, LTD 2701 E. Hwy 350
Big Spring, Texas 79721

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the Contract and all provisions of the Contract shall apply.

Added items

Item No.	Descriptions of Changes Quantities, Units, Unit Prices	Decrease in Contract Price	Increase in Contract Price
1	36" Steel Casing (spacers and end seals) 25'	-0-	\$7,500.00
2	2 - 5 Foot diameter Sanitary Sewer Manhole.	-0-	\$15,000.00
3	Add 2' on manholes Sta.: 121+16.35, 119+19.91 and 114+44.91	-0-	\$3,000.00
4	Add 4' on manhole Sta:111+50.02	-0-	\$1,200.00
5	Cut off 2' on manhole Sta.85+83.21	-0-	\$500.00
6	Mobilization	-0-	\$50,000.00

Sanitary Sewer System

1	Original contract 24" Sanitary Sewer 22' - 24' LF	\$(8,580.00)	-0-
2	24" Sanitary Sewer 22' - 24' installed	-0-	\$41,250.00
3	Original contract 24" Sanitary Sewer 18' - 22' LF	\$(85,540.00)	-0-
4	24" Sanitary Sewer 18' - 22' installed	-0-	\$102,085.10
5	Original contract 24" Sanitary Sewer 14' - 18' LF	\$(90,275.00)	-0-
6	24" Sanitary Sewer 14' - 18' installed	-0-	\$92,000.00
7	Original contract 24" Sanitary Sewer 10' - 14' LF	\$(32,040.00)	-0-
8	24" Sanitary Sewer 10' - 14' installed	-0-	\$9,000.00
9	Original contract 24" Sanitary Sewer 6' - 10' LF	\$(44,100.00)	-0-
10	24" Sanitary Sewer 6' - 10' installed	-0-	\$66,468.75
11	Original contract 24" Sanitary Sewer 0' - 6' LF	\$(21,060.00)	-0-
12	24" Sanitary Sewer 0' - 6' installed	-0-	\$7,588.75
13	24" Sanitary Sewer SDR26 Pipe	-0-	\$7,500.00

14	Original contract 21" Sanitary Sewer 10' - 14' LF	\$(58,565.00)	-0-
15	21" Sanitary Sewer 10' - 14' installed	-0-	\$74,750.00
16	Original contract 21" Sanitary Sewer 6' - 10' LF	\$(141,703.20)	-0-
17	21" Sanitary Sewer 6' - 10' installed	-0-	\$136,183.20
18	Original contract 21" Sanitary Sewer 0' - 6' LF	\$(16,885.00)	-0-
19	21" Sanitary Sewer 0' - 6' installed	-0-	\$8,250.00

Storm Sewer System

1	Remove and Replace 54" RCP @ Sta. 52+00	-0-	\$4,800.00
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Extra Work

1	30" bore and casing, extra length	-0-	\$6,470.10
2	Rock encountered on 30" bore	-0-	\$16,901.30
3	Difference on gravel cost per ton.	-0-	\$3,670.00

Pavement Work

1	Saw cut and replace asphalt pavement in apartments @ Club Lane	-0-	\$1,260.00
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Credit Items from Original Contract

1	24" DIP pressure rated pipe and joints	\$(6,000.00)	-0-
2	21" Sanitary Sewer 6' - 10'	\$(5,836.80)	-0-
3	Remove and replace 60" RCP	\$(3,600.00)	-0-
4	Remove and replace concrete apron and headwall	\$(5,000.00)	-0-
5	Remove and replace fence and gate	\$(4,800.00)	-0-
6	Re-vegetate disturbed areas (TxDot)	\$(300.00)	-0-
7	Cut and plug sanitary sewer segment	\$(1,000.00)	-0-
8	Cut and plug 2" force main	\$(400.00)	-0-

Original Contract: \$3,505,167.00 Original Contract Time: Working Days: 365 Totals:	-0-	
Net Change: INCREASE		\$129,692.20
JUSTIFICATION: This change order is an update to the quantities of pipe laid at different depths due to the re-alignment of the SS line "B" to avoid the high pressure gas line in Webb County and Laredo Town and Country properties. Rock was encountered in about 20% of the entire length of the bore @ Loop 20 and Arena Rd.		
Contract Price including Previous Change Orders: \$3,825,266.00	Contract time including Previous Change Orders: 515 Calendar Days	
Net INCREASE resulting From this change order no. 2 \$129,692.20	Net Increase Resulting from this Change Order: 150	
Current Contract Price Including this Change Order: \$ 3,954,958.20	Current Contract Time/ Including Change Order: 665 Calendar Days	

Recommended by:

Accepted by:

 JoEmma P. Sherfey, P.E.
 Sherfey Engineering Company, L.L.C.

 Price Construction, LTD.

Date: _____

Date: _____

Recommended by:

Approved by:

 Tomas Rodriguez, Jr. P.E.
 Utilities Department

 Carlos Villarreal.
 City Manager

Date: _____
 Approved by:

Date: _____
 Approved by:

 Raul Casso
 City Attorney

 Gustavo Guevara Jr.
 City Secretary

Date: _____

Date: _____

COUNCIL COMMUNICATION

<p>DATE: 05/03/10</p>	<p>SUBJECT: MOTIONS Consideration to renew contract FY10-002 to Rafter P. Transport Inc., New Braunfels, Texas in the amount of \$300,000.00 for providing hauling and disposal services of wastewater bio-solids from the Southside Wastewater Treatment Plant. This service supplements the department's equipment capabilities and helps control wastewater bio-solids overflow during rainy season. The bid price is based on a per load rate. Funding is available in the Utilities Department – Wastewater Division budget.</p>					
<p>INITIATED BY: Jesus Olivares, Assistant City Manager</p>		<p>STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent</p>				
<p>PREVIOUS COUNCIL ACTION: Awarded a one year contract on 12/07/09.</p>						
<p>BACKGROUND: City Council authorized a contract with Rafter P. Transport furnishing hauling and disposal services of wastewater bio-solids for the Utilities Department Wastewater Division. The current contract term was to expire on 12/07/10 but due to an increase in usage and rainy season, this contract will fund out before the end of the contract term requiring an early renewal. Rafter P Transport has agreed to and signed the contract renewal notice to extend the term of this contract for one additional year.</p> <p>Current Contract Pricing</p> <table border="0" data-bbox="118 986 949 1120"> <tr> <td>WW Dewatered Sludge---27 cu. Yd Loads load includes landfill tipping fees</td> <td align="right">\$ 1,600.00</td> </tr> <tr> <td>Overnight Standby Trailer</td> <td align="right">\$ 975.00</td> </tr> </table>			WW Dewatered Sludge---27 cu. Yd Loads load includes landfill tipping fees	\$ 1,600.00	Overnight Standby Trailer	\$ 975.00
WW Dewatered Sludge---27 cu. Yd Loads load includes landfill tipping fees	\$ 1,600.00					
Overnight Standby Trailer	\$ 975.00					
<p>FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.</p> <p>Sewer Fund – Wastewater Treatment-Waste Hauling Account Number: 559-4210-533-3920</p>						
<p>COMMITTEE RECOMMENDATION:</p>	<p>STAFF RECOMMENDATION: It is recommended that this contract be approved.</p>					

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: MOTIONS Consideration to award annual supply contract number FY10-042 to the low bidder, HD Supply Waterworks, San Antonio, Texas, in the estimated amount of \$182,165.25, for the purchase of fire hydrants for the City of Laredo's Utilities Department. This is an annual supply contract that allows for the purchase of fire hydrants on an as needed basis. Funding is available in the Utilities Department Fund.													
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent													
PREVIOUS COUNCIL ACTION: None.														
<p>BACKGROUND: Five bids were received for the City's annual contract for the purchase of fire hydrants. The fire hydrants will be purchased in two or three lots or as needed by the department. The contract award is based on an estimated quantity of one hundred and fifty hydrants.</p> <p>Based on the Utilities Department's review of the bids submitted, staff is recommending that a contract be awarded to the low bidder, HD Supply Waterworks, San Antonio, Texas.</p> <p>Summary Based on Bid Evaluation Criteria</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Vendor</th> <th style="text-align: right;">Estimated Contract Amount</th> </tr> </thead> <tbody> <tr> <td>HD Supply Waterworks</td> <td style="text-align: right;">\$ 182,165.25</td> </tr> <tr> <td>ACT Pipe & Supply</td> <td style="text-align: right;">\$ 183,787.50</td> </tr> <tr> <td>East Jordan Iron Works</td> <td style="text-align: right;">\$ 196,924.00</td> </tr> <tr> <td>Ferguson Waterworks</td> <td style="text-align: right;">\$ 200,250.00</td> </tr> <tr> <td>Ferguson Waterworks</td> <td style="text-align: right;">\$ 212,011.25</td> </tr> </tbody> </table> <p>A complete bid tabulation is attached.</p>			Vendor	Estimated Contract Amount	HD Supply Waterworks	\$ 182,165.25	ACT Pipe & Supply	\$ 183,787.50	East Jordan Iron Works	\$ 196,924.00	Ferguson Waterworks	\$ 200,250.00	Ferguson Waterworks	\$ 212,011.25
Vendor	Estimated Contract Amount													
HD Supply Waterworks	\$ 182,165.25													
ACT Pipe & Supply	\$ 183,787.50													
East Jordan Iron Works	\$ 196,924.00													
Ferguson Waterworks	\$ 200,250.00													
Ferguson Waterworks	\$ 212,011.25													
<p>FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.</p> <p>Utilities Department-Inventory Account Account Number: 557-0000-141-0000</p>														
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.													

Item	Description	Quantity	HD Supply Waterworks San Antonio, TX 78251		ACT Pipe & Supply Laredo, TX 78043		East Jordan Iron Works San Antonio, TX 78217	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	3'-0"Fire Hydrant complete w/accesory kit	25	\$ 1,141.54	\$ 28,538.50	\$ 1,154.01	\$ 28,850.25	\$ 1,235.36	\$ 30,884.00
2	4'-0"Fire Hydrant complete w/accesory kit	50	\$ 1,196.26	\$ 59,813.00	\$ 1,207.98	\$ 60,399.00	\$ 1,293.04	\$ 64,652.00
3	5'-0"Fire Hydrant complete w/accesory kit	75	\$ 1,250.85	\$ 93,813.75	\$ 1,260.51	\$ 94,538.25	\$ 1,351.84	\$ 101,388.00
Total				<u>\$ 182,165.25</u>		<u>\$ 183,787.50</u>		<u>\$ 196,924.00</u>
Brand			Mueller Super A423		Kennedy K81D		5CD250 Watermaster	
Discount offered			0%		0%		0%	

Item	Description	Quantity	Ferguson Waterworks Mission, TX 78572		Aguaworks Pipe & Supply Brownsville, TX 78526	
			Unit Price	Total	Unit Price	Total
1	3'-0"Fire Hydrant complete w/accesory kit	25	\$ 1,250.00	\$ 31,250.00	\$ 1,285.45	\$ 32,136.25
2	4'-0"Fire Hydrant complete w/accesory kit	50	\$ 1,310.00	\$ 65,500.00	\$ 1,400.00	\$ 70,000.00
3	5'-0"Fire Hydrant complete w/accesory kit	75	\$ 1,380.00	\$ 103,500.00	\$ 1,465.00	\$ 109,875.00
Total				<u>\$ 200,250.00</u>		<u>\$ 212,011.25</u>
Brand			Mueller Super Centurion A423		Mueller Super Centurion A423	
Discount offered			0%		1% net 10 days	

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: MOTIONS Consideration to renew contract FY09-045 to Envirodyne Laboratories, Houston, Texas in the estimated annual amount of \$130,000.00, for providing laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Funding is available in the Utilities Department budget, Water Pollution Control Division.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: Awarded a one year contract on 05/04/09.

BACKGROUND: City Council authorized a contract with Envirodyne Laboratories for providing laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. These testing services are needed to comply with all Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) requirements. Envirodyne Laboratories has agreed to and signed the contract renewal notice to extend the term of this contract for one additional year.

Tables under contract

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|---|--|
| Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
Table C-Sludge Pathogens
Table D-Soil
Table E- W.W. Groundwater Group A
Table F- W.W. Groundwater Group B
Table G- W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J-W.T. Metals Group A
Table K – W.T. Metals Group B | Table L- W.T. Pesticides/Herbicides
Table M- W.T. TTHM
Table N- W.T. HAA
Table O- W.T. TOC
Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit |
|---|--|

FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Utilities Department - Water Pollution Division, Contractual Services – Testing Fees
 Account Number: 559-4210-533-5514
 Account Number: 557-4120-533-5514

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be renewed.
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COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: MOTIONS Consideration to authorize a purchase contract with Hagemeyer North America, N. Charleston, SC through the US Communities Government Purchasing Alliance cooperative purchasing program, in the amount of \$110,975.00 for the purchase of a bomb disposal robot and accessories for the Police Department. Funding is available utilizing proceeds from Homeland Security grant SHSP-LEAP 2009-SS-T9-0064 in General Fund.										
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Carlos Maldonado, Chief of Police Francisco Meza, Purchasing Agent										
PREVIOUS COUNCIL ACTION: Authorized participation in the U.S. Communities Government Purchasing Alliance™ (“U.S. Communities™”) cooperative purchasing program.											
BACKGROUND: Authorization is requested to purchase a bomb disposal robot for the Police Department. <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">MK3 – Caliber EOD</td> <td style="width: 30%; text-align: right;">\$110,975.00</td> <td style="width: 40%;"></td> </tr> <tr> <td colspan="3">US Communities Contract</td> </tr> <tr> <td colspan="3">RQ06-814063-10A</td> </tr> </table> 			MK3 – Caliber EOD	\$110,975.00		US Communities Contract			RQ06-814063-10A		
MK3 – Caliber EOD	\$110,975.00										
US Communities Contract											
RQ06-814063-10A											
FINANCIAL IMPACT: Funds for the purchase of this equipment are available in the following line item budget. <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Homeland Security Grant – SHSP-LEAP 2009-SS-T9-0064</td> <td style="width: 40%; text-align: right;">101-5217-525-9001</td> </tr> </table>			Homeland Security Grant – SHSP-LEAP 2009-SS-T9-0064	101-5217-525-9001							
Homeland Security Grant – SHSP-LEAP 2009-SS-T9-0064	101-5217-525-9001										
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.										

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: MOTIONS Consideration to exercise renewal option for annual contract FY09-048 to: <ol style="list-style-type: none"> 1) <u>Leyendecker Materials</u>, Laredo, Texas in the estimated amount of \$250,000.00, for the purchase of asphalt, cold laid material (F.O.B Plant), and the purchase of black base (F.O.B Plant); and 2) <u>Brothers Materials</u>, Laredo, Texas in the estimated amount of \$90,000.00, for the purchase of black base (Site Delivered). <p>This contract is for the purchase of materials required for all city maintenance, paving and construction projects. The term of this contract is for a one year period and is subject to the availability of funds. All materials are purchased on an as needed basis utilizing the Public Works Department and construction projects budgets.</p>																		
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer John Orfila, Jr., Public Works Division Manager Francisco Meza, Purchasing Agent																		
PREVIOUS COUNCIL ACTION: Awarded a one year contract on 4/20/09.																			
BACKGROUND: Staff is recommending that this contract be extended for one additional year to Leyendecker Materials and Brothers Materials for the purchase of materials used in street paving, street reconstruction, and general repair projects. These materials consist of asphalt-cold laid and black base. Leyendecker Materials and Brothers Materials have both agreed to maintain the same contract pricing for the first extension year. Staff is recommending that this contract be extended for one additional year.																			
Current Contract Pricing: <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center; width: 40%;">Leyendecker Materials Laredo, Texas 78041</th> <th style="text-align: center; width: 20%;">Unit Price</th> <th style="text-align: center; width: 40%;">Brothers Materials Laredo, Texas 78043</th> <th style="text-align: center; width: 20%;">Unit Price</th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">Description</td> <td></td> <td style="padding-left: 20px;">Description</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Asphalt Cold Laid Material (F.O.B. Plant)</td> <td style="text-align: right;">\$ 60.00</td> <td style="padding-left: 20px;">Black Base (F.O.B. Job Site)</td> <td style="text-align: right;">\$ 44.65</td> </tr> <tr> <td style="padding-left: 20px;">Black Base (F.O.B. Plant)</td> <td style="text-align: right;">\$ 40.00</td> <td></td> <td></td> </tr> </tbody> </table>				Leyendecker Materials Laredo, Texas 78041	Unit Price	Brothers Materials Laredo, Texas 78043	Unit Price	Description		Description		Asphalt Cold Laid Material (F.O.B. Plant)	\$ 60.00	Black Base (F.O.B. Job Site)	\$ 44.65	Black Base (F.O.B. Plant)	\$ 40.00		
Leyendecker Materials Laredo, Texas 78041	Unit Price	Brothers Materials Laredo, Texas 78043	Unit Price																
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FINANCIAL IMPACT: These materials are used by city departments required for all city paving, repair, and construction projects.																			
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: It is recommended that this contract be approved.																	

COUNCIL COMMUNICATION

DATE: 05/03/10	SUBJECT: MOTIONS Consideration to award contract FY10-030 to the following bidders to provide automotive body repair services: <ol style="list-style-type: none">1) Omega Carriers LLC, Laredo, TX for passenger cars, light, medium and heavy duty trucks;2) Paul Young Auto Group, Laredo, TX for passenger cars and light duty trucks; and3) Lozano Body Shop, Laredo, TX for passenger cars, light, medium and heavy duty trucks. All automotive body repairs services will be secured on an as need basis. The estimated contract amount is \$150,000. Staff is recommending that these contracts be awarded to these three qualified vendors and to allow staff to secure repair estimates from all three vendors to get the best pricing for the needed repairs. Funding is available in the Fleet Maintenance budget.	
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E., Engineering Department Director Antonio Lara, Fleet Manager Francisco Meza, Purchasing Agent	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The City received four bids for auto and truck body shop repair services for the City's automotive fleet. The contract award is for a one year period with an option to extend for two additional one year terms. Staff is recommending that these contracts be awarded to three vendors to allow staff to secure repairs estimates from each vendor to get the best pricing for needed repairs.		
FINANCIAL IMPACT: Funding for this service is available in the Fleet Maintenance budget. 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. Account Number: 593-2810-533-2080 – Maintenance/Mechanical Service Other		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that contracts be approved.	

**City of Laredo
 Bid Tabulation
 Auto & Truck Body Shop Repair Services
 FY10-030**

	Omega Carriers LLC Laredo, TX	Paul Young Auto Group Laredo, TX	Lozano Body Shop Laredo, TX	Rush Truck Center Laredo, TX
Passenger Cars				
Hourly Flat Labor Rate	\$ 26.00	\$ 36.00	\$ 38.00	\$ 55.00
Parts Percentage Price Mark UP	10%	25%	15%	15%
Cost of pickup/delivery	No Charge	No Charge	No Charge	No Charge
Storage fee per day (if any)	No Charge	No Charge	No Charge	No Charge
Repair Warranty	1 year	1 year	90 days	90 days
Paint Warranty	2 years	Lifetime Defects Only	1 year	1 year
Light Duty Trucks (Under 10,000 GVW)				
Hourly Flat Labor Rate	\$ 26.00	\$ 36.00	\$ 38.00	\$ 55.00
Parts Percentage Price Mark UP	10%	25%	15%	15%
Cost of pickup/delivery	No Charge	No Charge	No Charge	No Charge
Storage fee per day (if any)	No Charge	No Charge	No Charge	No Charge
Repair Warranty	1 year	1 year	90 days	90 days
Paint Warranty	2 years	Lifetime Defects Only	1 year	1 year
Medium Duty Trucks (10,000 to 26,000 GVW)				
Hourly Flat Labor Rate	\$ 34.00	No Bid	\$ 38.00	\$ 60.00
Parts Percentage Price Mark UP	10%		15%	15%
Cost of pickup/delivery	No Charge		No Charge	No Charge
Storage fee per day (if any)	No Charge		No Charge	No Charge
Repair Warranty	1 year		90 days	90 days
Paint Warranty	2 years		1 year	1 year
Heavy Duty Trucks (Over 26,000 GVW)				
Hourly Flat Labor Rate	\$ 45.00	No Bid	\$ 38.00	\$ 60.00
Parts Percentage Price Mark UP	10%		15%	15%
Cost of pickup/delivery	No Charge		No charge	No Charge
Storage fee per day (if any)	No Charge		No Charge	No Charge
Repair Warranty	1 year		90 days	90 days
Paint Warranty	2 years		1 year	1 year

COUNCIL COMMUNICATION

DATE: 05/05/2010	SUBJECT: MOTION Awarding a contract, not exceed \$75,000.00, to Texas Energy Engineering Services, Inc. (TEESI) and authorizing the City Manager to execute said engineering services contract. Contract will provide for assessment and engineering for the retrofitting/upgrade of the Health Department's Heating Ventilation, and Air Conditioning (HVAC) system. This project will also focus on increasing the energy efficiency of the HVAC system. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG).	
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The American Recovery and Reinvestment Act of 2009 appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The Energy Efficiency and Conservation Block Grant program assists local and state governments to develop and implement a comprehensive energy efficiency strategy which emphasizes a bottom-up, community-based approach in helping the nation meet its energy and climate protection goals. The City solicited request for Qualifications (RFQs) from qualified engineering firms for the project, which were received on April 2, 2010. There were three proposals received (TEESI, Tom Green, and Cleary Zimmermann). Staff reviewed the proposals and recommended TEESI as the best qualified firm. TEESI will perform an energy assessment on the Health Department's HVAC system and prepare options for the upgrade/retrofit of the HVAC system. The City will select the most energy efficient and cost efficient option that meets the Health Department's needs.		
FINANCIAL IMPACT: Funding is available in the EECBG grant 249-3863 -545-92-01		
RECOMMENDATION:		STAFF RECOMMENDATION: Approval of the motion.

COUNCIL COMMUNICATION

DATE: 5/03/10	SUBJECT: MOTION Refund of property tax in the amount of \$1,243.94 to the following taxpayers; <ol style="list-style-type: none">1. A refund in the amount of \$589.23 payable to Hilario Cavazos Jr. due to an overpayment. Account # 902-00010-100.2. A refund in the amount of \$654.71 payable to Frank Hill Jr. due to an overpayment. Account # 900-90441-006.	
INITIATED BY: HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER		STAFF SOURCE: ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR
PREVIOUS COUNCIL ACTION: City Council has previously approved requests for refunds over \$500.00 as required by State Law.		
BACKGROUND: Every month the Webb County Appraisal District submits to the City of Laredo changes in values certified by the WCAD Review Board. Some of these changes require tax refunds be issued due to clerical errors, double assessments, over assessments, over 65 exemptions, did not exist on the 1 st of the year, exempt property and combined properties. As per section 26.15 (f) of the Texas Property Tax Code, "If a correction decreases the tax liability of a property owner after the owner has paid the tax, the taxing unit shall refund to the property owner the difference between the tax paid and the tax legally due. As per Section 31.11 (c) of the Texas Property Tax Code, "An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund." A taxpayer may request a refund if an overpayment or an erroneous payment was made. As per Section 42.43 (a) of the Texas Property Tax Code, "If the final determination of an appeal that decreases a property owner's tax liability occurs after the property owner has paid his/her taxes, the taxing unit shall refund to the property owner the difference between the amount of taxes paid and amount of taxes for which the property owner is liable.		
FINANCIAL IMPACT: The City of Laredo will refund an amount of \$1,243.94. It will be paid from line item Revenue/Unapplied Payments. Account # 101-0000-222-0300.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Approval of these refunds as detailed above.

Refund No.

City of Laredo Tax Office
Tax Assessor - Collector
P.O. BOX 6548 1110 Houston St.
Laredo, TX 78042 - 6548

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

Application for Tax Refund

Owner's name: **Cavazos Hilario Jr & Wife**
 Present mailing address: **115 Sage Dr**
 City, town or post office/state/zip code: **Laredo, TX 78041**

Refund payable to:(if different from above)
 Name: **Cavazos Hilario Jr**
 Mailing address: **115 Sage Dr**
 City, town or post office/state/zip code: **Laredo, TX 78041**

Property legal description: **Lot 10 Blk 10 B Plaza 5-979**
 Address or location of property: **115 Sage**
 Parcel number: **902-00010-100/282750**

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2009	1/29/2010	\$ 8,327.89	\$ 589.23
Total Refund			\$ 589.23

Taxpayer's reason for refund (attach supporting documentation):
Account has credit due to overpayment for 2009 tax year. The taxes were paid on 1/29/10 with check #3071. As per office research, refund form and notice will be sent to property owner.

"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"

Hilario Cavazos Jr Signature
3/18/2010 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: Alicia Ortega
3/18/2010 Date

This tax refund is Approved Disapproved

Elizabeth Martinez
 Elizabeth Martinez, RTA
 Tax Assessor-Collector

4/17/10
 Date

Tax Assessor - Collector
P.O. BOX 6548 1110 Houston St.
Laredo, Texas 78042 - 6548

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

Application for Tax Refund

Owner's name:	Antu Ruben G
Present mailing address:	P O Box 1632
City, town or post office/state/zip code:	Boerne, Texas 78006
Refund payable to:(if different from above)	
Name:	Frank Hill Jr
Mailing address:	P O Box 387
City, town or post office/state/zip code:	Boerne, Texas 78006

Property legal description:	Abstr 0055 p d garcia 192.00 acres
Address or location of property:	
Parcel number:	900-90441-006

Tax Payment Information:			
Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2009	3/31/2010	658.33	654.71
Total Refund			654.71

Taxpayer's reason for refund (attach supporting documentation):
Account has a credit due to an overpayment. Refund is being requested by Frank Hill Jr.

"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"

Frank Hill Jr Signature 4-8-10 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: Eddie Garcia 4/1/2010
Date

This tax refund is Approved Disapproved

Elizabeth Martinez
Elizabeth Martinez, RTA
Tax Assessor-Collector

4/1/2010
Date

COUNCIL COMMUNICATION

DATE: 5/3/10	SUBJECT: MOTION Consideration to award a contract for a Tennis Professional, in an amount of \$63,000.00 for a twenty-four (24) month period commencing on the 4 th day of May 2010 and terminating on the 3 rd day of May 2012. The contract will be with Raul Miguel Ramos, individually and D.B.A. Tennis Professional, to provide professional tennis lessons at the Market Street Tennis Courts. Funding is available in the Parks budget, Recreation Division.	
INITIATED BY: Osbaldo Guzman, Parks and Leisure Services Director	STAFF SOURCE: Anita Stanley, Recreation Center Manager	
PREVIOUS COUNCIL ACTION: On the 5 th of May, 2008, City Council awarded a contract to Raul Miguel Ramos, a Tennis Professional, in the amount of \$60,000.00 for a twenty-four (24) month period. The current term will expire on the 5 th day of May, 2010.		
BACKGROUND: <p>The Tennis Professional shall be the qualified, authorized and designated official in possession and control of all the real and personal property at the Market Street Tennis Courts located at 1301 Market Street. The tennis Professional shall also operate, manage and supervise said tennis facility in accordance with the provisions of the contract.</p> <p>The Tennis Professional shall be authorized to provide Tennis lessons and sell refreshments and items commensurate with the Training Center operation at the Market Street Tennis Courts. The Tennis Professional will also be authorized to coordinate and sell professional lessons at any other tennis facility when such program is sponsored by the City of Laredo. The Tennis Professional, with prior approval of the City of Laredo, will be authorized to establish rules and regulations of said courts, pertaining to the hours of availability, authorizing players starting time, actual conduct in playing, and procedures for use of the tennis courts. We continue to experience an interest and increase in people who have taken up the sport of tennis as a form of recreation and healthy lifestyle.</p> <p>The term of the contract is for twenty-four (24) month period commencing the date immediately following approval at City Council meeting to 24 months following.</p>		
FINANCIAL IMPACT: Funding in the amount of \$63,000 will be forthcoming from within the General Fund, Parks and Leisure Department budget; account number 101-3120-553-5574 (Professional Services)		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends approval of contract.	

MARKET STREET TENNIS COURTS

OPERATION AND MAINTENANCE CONTRACT

CITY OF LAREDO, TEXAS – OWNER;
RAUL MIGUEL RAMOS D.B.A. TENNIS PROFESSIONAL

WHEREAS, the City of Laredo, Texas, hereinafter referred to as “CITY,” is the owner and operator of Market Street Tennis Courts located upon portions of real property owned by CITY at 1300 Market Street; said Tennis Courts consisting of nine tennis courts, nets, fencing, lighting and lighting panels, rest benches, restrooms facilities and TRAINING CENTER; all of the foregoing being hereinafter referred to as “**TENNIS FACILITY**,” and officially designated as the Market Street Tennis Courts.

NOW THEREFORE, CITY, acting herein by and through its City Manager, CARLOS VILLARREAL and RAUL MIGUEL RAMOS hereinafter referred to as Tennis Professional, for and in consideration of the mutual covenants and benefits herein provided for, herewith contract and agree as follows:

1. The term of this contract shall be for a period of twenty-four (24) months commencing on the 4th day of MAY 2010 and terminating on the 3rd day of MAY 2012. Tennis Professional shall have the option of extending the term for a period of two years. Such option must be exercised by written notice by the Tennis Professional of the Tennis Professional’s intent to extend the contract no later than 30 days before the end of the original contract period. Either party may terminate this contract upon thirty (30) day written notice to the other party.
2. For the term of this contract, **Tennis Professional** shall be the qualified, authorized, and designated official in possession and control of all the real and personal property described herein constituting **TENNIS FACILITY**; and shall operate and manage and supervise said **TENNIS FACILITY** in accordance with the provisions of this contract.
3. **CITY** shall pay **Tennis Professional** \$2,625.00 as direct compensation, for a total contract amount of \$63,000.00 for the TWENTY-FOUR month period. The **Tennis Professional** shall submit an invoice the first of each month and allow for up to 30 days for payment to be processed. Said invoice shall make reference to actual hours worked and services provided to justify said monthly payment amount.

4. **CITY** shall keep and maintain the **TENNIS FACILITY**, tennis courts, and other facilities constituting same in proper order for the playing of tennis thereon; provided however that **Tennis Professional** shall be responsible for routine care of the courts and facilities; provided further that **Tennis Professional** at his sole expense, shall acquire and furnish the necessary cash registers, display rack, beverage, food dispensers and such other additional furniture and fixtures to equip such **TRAINING CENTER**, to reasonably fulfill the needs for its use in connection for playing tennis. In addition to the foregoing, **Tennis Professional** shall also acquire and furnish, at his sole cost and expense, all personnel and labor necessary for the normal maintenance and operation of said **TRAINING CENTER**.
5. **Tennis Professional** is herewith designated and authorized to establish rules and regulations on said court, with such rules, regulations and fees to pertain to the hours of availability, authorizing players' starting times, actual conduct in playing, and procedures on such tennis courts, (with such rules and regulations including but not being limited to the foregoing); and provided further that such rules, regulations and fees shall be subject to approval by **CITY**, and shall not discriminate against any individual because of age, religion, sex, natural origin, race, color, or creed. **Tennis Professional** shall provide adequate personnel to ensure enforcement of the rules and regulations established for play upon the tennis courts by individuals. A copy of said rules, regulations and lesson fees shall be posted in a prominent location in the Tennis Facility at all times.
6. **Tennis Professional** shall use a personal calling card for any and all long distance telephone charges in connection with the operation of the **TRAINING CENTER**, and shall be required to reimburse the city for any personal long distance calls not charged to the calling card.
7. **Tennis Professional** shall have and is hereby granted the authority to furnish and sell professional lessons for the playing of tennis from and on **TENNIS FACILITY** premises; to coordinate and sell professional lessons at any other tennis facility when such program is sponsored by the **CITY**; to purchase, own, and sell merchandise and equipment in said **TRAINING CENTER** for use and playing of tennis; to rent locker space at the said **TRAINING CENTER**; and to sell only non-alcoholic beverages, food and such other items

and services as reasonably commensurate with the maintenance and operation of the **TENNIS FACILITY** and TRAINING CENTER.

8. During the term of this contract, **Tennis Professional** shall pay to CITY ten percent (10%) of gross receipts on all professional tennis lessons. On or before the 20th day of each month, CITY will receive a revenue report on all professional lessons that the **Tennis Professional** has provided. Additionally, **Tennis Professional** shall pay to CITY ten percent (10%) of gross receipts on all sales of the aforementioned non-alcoholic beverages, food and such other items and services as reasonably commensurate with the maintenance and operation of the TRAINING CENTER. **Tennis Professional** shall furnish the CITY quarterly statements of all revenues and expenditures at **TENNIS FACILITY** and TRAINING CENTER and shall keep a complete and detailed accurate set of books and records of daily entry of all of the above enumerated gross receipts; and such books and records shall be available for examination by CITY at any and all reasonable times. **Tennis Professional** shall promptly pay, as they become due and payable, all other indebtedness, obligations and other amounts owing or incurred by him under this contract. **Tennis Professional** agrees to timely provide copies of gross receipts and other such reports concerning the promotion and operation of tennis at **TENNIS FACILITY** as may be requested from time to time.
9. In operating said **TENNIS FACILITY**, all of the foregoing fees, rentals, and amounts to be paid and collected by **Tennis Professional** hereunder, shall be just, reasonable and commensurate for the general purpose of the operation of said **TENNIS FACILITY** as a recreation facility for the general public. Likewise all of the rules and regulations established and enforced by **Tennis Professional** in the use of said **TENNIS FACILITY** and TRAINING CENTER by individuals shall be fair, just and reasonable and commensurate with the aforesaid purpose. The availability of said **TENNIS FACILITY** premises, and all of said fees, rentals, prices, charges, and all of said rules and regulations, shall equally and uniformly apply to the general public without discrimination in favor of or against any party or person; provided, that such uniform availability of the premises to the general public will not be constructed to prevent the proper and reasonable enforcement of rules and regulations and the setting and collection of reasonable fees, rentals and

prices, all as they are reasonably necessary for the operation of said TENNIS FACILITY and TRAINING CENTER for the benefit, enjoyment, protection and convenience of the general public. In this connection, **Tennis Professional** shall not reduce, increase, or waive the payment in cash of, rental fees, or any other provision to include **Tennis Professional** being prohibited from trading, exchanging, or in any manner giving such, locker rental fees, and such other charges, for personal services, of labor, material, supplies, equipment, merchandise, or any other consideration other than cash unless such rules, regulations and fees are amended by CITY.

10. **Tennis Professional** shall operate TENNIS FACILITY under the general supervision of the DIRECTOR OF PARKS AND LEISURE SERVICES DEPARTMENT, or his designee. THE DIRECTOR OF PARKS AND LEISURE SERVICES DEPARTMENT, or his designee, shall be the principal contact person for the purposes of coordination and reporting as required under this agreement. **Tennis Professional** shall submit all reports required under Paragraph 8 of this agreement to the DIRECTOR OF PARKS AND LEISURE SERVICES DEPARTMENT, or his designee, and other reports requested from time to time to the DIRECTOR OF PARKS AND LEISURE SERVICES DEPARTMENT, or his designee, on a timely basis. All requests for repairs, services, and improvements at TENNIS FACILITY shall be submitted in advance in writing to the DIRECTOR OF PARKS AND LEISURE SERVICES DEPARTMENT or his designee.
11. This contract shall not be assigned in whole or in part without the prior written consent of CITY, and this contract shall be binding upon CITY, its successors and assigns, and upon **Tennis Professional**, and his heirs, executors and administrators. CITY shall have the right of inspection of all or any portion of said TENNIS FACILITY and TRAINING CENTER premises and City-owned personal property, provided only that such inspections do not unreasonably interfere with the normal operation of said TENNIS FACILITY and TRAINING CENTER by **Tennis Professional**. In the event from such inspection or otherwise, CITY determines, in its judgement, that any one or more of the provisions of this contract are being breached or violated by **Tennis Professional**, CITY shall have the option to terminate this agreement

by giving thirty (30) days written notification thereof by registered or certified mail to **Tennis Professional**.

12. It is agreed that the services called for herein shall be performed by **Tennis Professional** as an independent contractor, and CITY shall not be liable for the manner of discharge of such services. **Tennis Professional** agrees to indemnify and save harmless CITY from any liability or damages caused by or resulting from the negligence of the **Tennis Professional**, his agents, servants, or employees and such indemnification shall extend to any claim, suit, action, damages, including attorney's fees and interest at the statutory rate against CITY resulting from the negligence of **Tennis Professional**. To further assure such indemnification, **Tennis Professional** shall, at his expense, acquire and maintain during the entire term of this contract **General Liability** insurance in an amount of \$500,000.00 combined single limit for Bodily Injury, Personal Injury and Property Damage per occurrence, with \$500,000.00 or greater annual aggregate. The General Liability insurance shall name CITY as an additional insured. **Tennis Professional** shall procure and maintain Workers' Compensation and Employer's Liability; Workers' Compensation Insurance shall carry statutory limits. Workers' Compensation insurance shall include Employer's Liability of at least \$100,000.00 for each accident, \$500,000.00 for disease. The insurer shall waive all rights of subrogation against CITY, its officials, employees, and volunteers for losses arising from the activities under this contract. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except thirty (30) days after prior written notice has been provided to CITY. Insurance is to be placed with insurers with a Best Rating of no less than A:VII. The insurance company must be duly authorized to do business in the State Of Texas. Certificates of Insurance reflecting the above-required limits of liability and endorsement naming CITY as an additional insured is required. The original certificate of Insurance of such policy with paid premium receipt is to be deposited with CITY during the term of this contract. Certificates of Insurance shall be forwarded to: RISK MANAGER, CITY OF LAREDO, P.O. BOX 579, LAREDO, TEXAS 78042; with a copy of aforementioned certificates to be forwarded to the Parks and Leisure Services Director. In the event **Tennis**

Professional permits such insurance to expire or lapse during the term of this contract, CITY shall have the right to terminate this agreement by giving thirty (30) days written notification thereof by registered or certified mail to **Tennis Professional**.

13. CITY and **Tennis Professional** hereby mutually agree that venue for all suits or legal proceedings in connection with this contract shall be in any court of competent jurisdiction located in Webb County, Texas. CITY and **Tennis Professional** hereby mutually agree that this contract constitutes on fully integrated instrument and that no changes, amendments, or modifications may be made to the provisions hereof except by written addendum executed in duplicate originals by said parties.

WITNESS OUR HANDS in duplicate originals this _____ day of _____, 2010.

CITY OF LAREDO, A MUNICIPAL CORPORATION

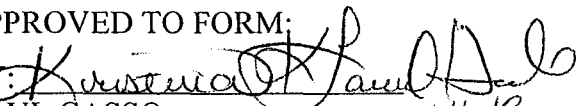
CARLOS VILLARREAL
CITY MANAGER
CITY OF LAREDO

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

RAUL MIGUEL RAMOS
INDIVIDUALLY AND
D.B.A TENNIS PROFESSIONAL

APPROVED TO FORM:

BY: 
~~RAUL CASSO~~ Kristina K. Laurel Hall
~~CITY ATTORNEY~~ Assistant City Attorney

COUNCIL COMMUNICATION

DATE: 05/03/2010	SUBJECT: MOTION Approval to appoint Dr. Maurice Click to continue to serve as the Health Department's Health Authority under Section 121.033 of the Texas Health and Safety Code, for the period of April 1, 2010, through March 31, 2012, and authorizing the City Manager to enter into a contract with Dr. Click for professional services in the amount not to exceed \$12,720 per year. Funding is available in the Health Department fund in the Office of Public Health Practice (OPHP) for this grant year. The contract is subject to availability of future funding from the Texas Department of State Health Services.
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INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
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PREVIOUS COUNCIL ACTION: On May 19, 2008, Council approved the continued appointment of Dr. Maurice Click to serve as Health Authority for the City of Laredo Health Department for the term from April 1, 2008 to March 31, 2010.

BACKGROUND:

As defined in the Vernon's Texas Codes Annotated, Health and Safety Code, Chapter 121, "LOCAL PUBLIC HEALTH REORGANIZATION ACT", Subchapter A, Section 121.033, a director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to approval of the governing body.

Dr. Maurice Click is a well-trained physician with relevant experience for this position. Dr. Click also has a Master's Degree in Public Health, which helps him better serve in the position of Health Authority. He has served his last term of office excellently and should be re-contracted for another term of office.

Compensation is \$1,060 per month or \$12,720 per year and is currently budgeted in the Office of Public Health Practice grant through August 31, 2010.

PROGRAM	PROVIDER NAME	CONTRACT AMT. (NOT TO EXCEED)	DATE GRANT AND BUDGET APPROVED BY COUNCIL/TERM
OPHP 26-6007-543-5528	MAURICE CLICK, M.D.	\$5,300	APRIL 1, 2010, THROUGH AUGUST 31, 2010-Proj. #HEOP02
		\$7,420	SEPTEMBER 1, 2010 THROUGH MARCH 31, 2011-Project #HEOP03
		\$12,720 Per Year	

FINANCIAL: Funding for the grant year ending August 31, 2010, is available in the Physicians account (226-6007-543-5528). Funding for the remainder of the contract term will be subject to availability of future funding from the Texas Department of State Health Services.

RECOMMENDATION:	STAFF: Recommends that Council approve the contract.
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COUNCIL COMMUNICATION

DATE: 5/03/10	SUBJECT: RESOLUTION NO. 2010-R-036 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAREDO JOINING FORCES WITH THE RIO GRANDE INTERNATIONAL STUDY CENTER IN ITS PLEA FOR A MORATORIUM AND INTERVENTION TO TOTALLY OPPOSE AND PREVENT WATER FROM BEING TRANSPORTED, EXPORTED, OR PUMPED FROM THE PECOS RIVER AND RIO GRANDE WATERSHEDS AND CALLING UPON FEDERAL, STATE, CITIES, AND COUNTIES ALONG THE BORDER THAT ARE ALSO IMPACTED BY THIS PROPOSED ACTION TO JOIN THE CITY OF LAREDO EFFORTS TO OPPOSE THE EXTRACTION OF WATER FROM THE PECOS RIVER AND RIO GRANDE WATERSHEDS.
INITIATED BY: Jesus M. Olivares Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr., P.E. Utilities Director
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: A private enterprise, has submitted an application to the Middle Pecos County Groundwater Conservation District (MPGCD) to extract 47,000 acre feet of water per year, which is equivalent to 41,000,000 gallons of water a day, from the Pecos River watershed under the Texas "rule of capture." Pecos River is one of the principal tributaries entering the lower Rio Grande from the United States, and extracting such an amount of water from its watershed affects millions of inhabitants in the international community, such as Laredo, Texas, who reside within and depend on the Rio Grande for its existence. Water is life and diverting water away from the Rio Grande watershed represents taking away life and posing a threat for residential, commercial, industrial, and agricultural sustainability and growth in Laredo, Texas. Therefore, the City of Laredo joins the Rio Grande International Study Center, a non-profit organization, in its mission to protect the Rio Grande watershed by supporting its plea for a moratorium and intervention to prevent water from being transported, exported, or pumped from the Pecos River and Rio Grande watersheds.	
FINANCIAL IMPACT: None.	
COMMITTEE RECOMMENDATION: Approved by Operations Committee on 4/27/10.	STAFF RECOMMENDATION: Approval of resolution.

RESOLUTION NO. 2010-R-036

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAREDO JOINING FORCES WITH THE RIO GRANDE INTERNATIONAL STUDY CENTER IN ITS PLEA FOR A MORATORIUM AND INTERVENTION TO TOTALLY OPPOSE AND PREVENT WATER FROM BEING TRANSPORTED, EXPORTED, OR PUMPED FROM THE PECOS RIVER AND RIO GRANDE WATERSHEDS AND CALLING UPON FEDERAL, STATE, CITIES, AND COUNTIES ALONG THE BORDER THAT ARE ALSO IMPACTED BY THIS PROPOSED ACTION TO JOIN THE CITY OF LAREDO EFFORTS TO OPPOSE THE EXTRACTION OF WATER FROM THE PECOS RIVER AND RIO GRANDE WATERSHEDS.

WHEREAS, the Rio Grande watershed is an international body of water under the 1944 Treaty between the United States and Mexico; and

WHEREAS, the Pecos River is one of the principal tributaries entering the lower Rio Grande from the United States; and

WHEREAS, millions of inhabitants in the international community, such as Laredo, Texas, depend solely on the waters from the Rio Grande for existence; and

WHEREAS, Pecos County is confronted with an enterprise that is attempting to extract 47,000 acre feet of water per year, which is equivalent to 41,000,000 gallons of water per day, from the Pecos River watershed under the Texas "rule of capture"; and

WHEREAS, if successful, that would become a precedent for other water marketing enterprises downstream from Pecos River onto the Rio Grande, affecting bi-national communities, which includes Laredo, Texas; and

WHEREAS, water is life and diverting water away from the Rio Grande watershed represents taking away life and posing a threat for residential, commercial, industrial, and agricultural sustainability and growth in Laredo, Texas; and

WHEREAS, the Rio Grande International Study Center (RGISC) is a non-profit organization with the stewardship of protecting the Rio Grande watershed; and

WHEREAS, the board of directors of the RGISC has voted unanimously to support Fort Stockton in attempting to protect the Pecos River watershed, which joins the Rio Grande; and

WHEREAS, the City of Laredo joins RGISC in protecting the Pecos River and Rio Grande watersheds; and

WHEREAS, RGISC and the City of Laredo will jointly seek total opposition from the International Boundary and Water Commission (IBWC), Environmental Protection Agency (EPA), Comision Internacional de los Limites y Aguas (CILA), U.S. Governor Rick Perry; U.S. Senator Kay Bailey Hutchison, U.S. Senator John Cornyn; U.S. State Department; U.S. Department of the Interior; Commandant of the Coast Guard; Texas Senator Judith Zaffirini; Texas Representative Richard P. Raymond, Texas Representative Ryan Guillen; and all Texas and Mexican Border Mayors; County Judges; Comision Nacional del Agua (CONAGUA); Secretaria de Medio Ambiente y Recursos Naturales (SEMARNAT); Texas Commission on Environmental Quality (TCEQ); Texas Water Development Board; Texas Border Coalition; Texas Parks and Wildlife; National Parks Service; Rio Grande Regional Water Planning Group (Region M); along with Congressional representatives from Texas bordering Mexico; Congressman Ruben Hinojosa (Dist. 15); Congressman Silvestre Reyes (Dist. 16), Congressman Ciro Rodriguez (Dist. 23), Congressman Henry Cuellar (Dist. 28), and Congressman Solomon Ortiz (Dist. 27); and

WHEREAS, a request will be sought for a moratorium and an intervention regarding plans to transfer, export, or pump water out of, along with the protection of, the Pecos River and Rio Grande watersheds; and

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

JOINING FORCES WITH THE RIO GRANDE INTERNATIONAL STUDY CENTER IN ITS PLEA FOR A MORATORIUM AND INTERVENTION TO TOTALLY OPPOSE AND PREVENT WATER FROM BEING TRANSPORTED, EXPORTED, OR PUMPED FROM THE PECOS RIVER AND RIO GRANDE WATERSHEDS AND CALLING UPON FEDERAL, STATE, CITIES, AND COUNTIES ALONG THE BORDER THAT ARE ALSO IMPACTED BY THIS PROPOSED ACTION TO JOIN THE CITY OF LAREDO EFFORTS TO OPPOSE THE EXTRACTION OF WATER FROM THE PECOS RIVER AND RIO GRANDE WATERSHEDS.

PASSED AND APPROVED by the Laredo City Council on this 3rd day of May, 2010.

Raul G. Salinas
Mayor

ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Raul Casso
City Attorney

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

COUNCIL COMMUNICATION

DATE: 5/03/10	SUBJECT: STAFF REPORT Discussion with possible action to consider Police Officer Arturo Benavides' final request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code. Officer Benavides is currently out on injury status. Officer Benavides has returned to full duty status.	
INITIATED BY: Horacio De Leon, Jr., Asst. City Manager Carlos Villarreal, City Manager	STAFF SOURCE: Daniel E. Migura, Jr., Human Resources Director	
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: Officer Arturo Benavides suffered a work related injury on April 29, 2008. July 15, 2009 - Officer Benavides exhausted the 260 day Return to Work policy. August 4, 2009 – during the City Council meeting Officer Benavides was granted a 90 day extension of Injury with Pay Status. December 7, 2009 – Officer Benavides was granted a 2 nd Injury with Pay status extension. On March 8, 2010 – Officer Benavides was released to full duty. This action request if granted will convert Officer Benavides' personal leave to Injury with Leave status.		
FINANCIAL IMPACT: Funding is available in the 101-2310-521-1110 personnel line item.		
COMMITTEE RECOMMENDATION: None	STAFF RECOMMENDATION: Recommendation will be made by staff during this presentation.	

To: Mr. Dan Migura
Human Resources Director

From: Alejandro Perez, LVN
Licensed Vocational Nurse II

Date: November 30, 2009

Re: Arturo Benavides
Police Officer
Work Related Injury
Right Hand
Date of Injury 4/29/2008
260 Date: 7/15/2009
90 Day Extension Date: 12/4/2009

Nature of Injury: Right hand injury: while in pursuit, jumped over a fence and injured tendons & ligaments.

04/29/08- Appt. set for Dr. David Cruz on this date and was kept off work from 4/29/08 to 4/30/08, until further assessment. X-ray stated no fracture.

04/30/08- Appt at EHW Clinic with Dr. D Cruz and kept off work from 4/30/08 to 05/09/08 until further assessment on that day at 3p.m.

05/09/08- Appt with Dr. Cruz and employee kept off of work from 5/9/08 to 5/23/08

05/22/08- Modified Duty Letter sent to Dr Cruz for denial or approval.

05/23/08- Appt with Dr Cruz and employee kept off of work from 5/23/08 to 6/6/08

06/06/08- Appt with Dr Cruz and employee kept off of until next appt on 6/18/08 and ordered MRI.

06/13/08- Appt with Dr. Cruz and employee kept off of work from 6/13/08 to 6/30/08 until further evaluation.

06/30/08- Appt with Dr Cruz and employee kept off of work from 6/30/08 to 7/14/08 until further evaluation.

7/3/08- The EHW physical job requirements form was received by Chief Moncivais for Mr. Arturo Benavides for desk duty.

7/14/08- Modified Duty Letter sent for approval: restriction is that employee shall wear splint/cast to work. Modified duty approved by chief on 7/14/08.

7/14/08- Modified Duty release letter by Dr. Cruz for 7/14/08 to 7/22/08 and referral to Dr. Arie Salzman on 7/18/08 at 11:00am.

7/15/08- Modified duty release letter signed by Mr. Benavides to begin on 7/15/08.

7/22/08- Modified Duty continued from 7/22/08 to 8/22/08. Appt with Dr. Ingari on 8/12/08 at 1:35pm.

8/12/08- Modified duty continued as per Dr. Ingari; next appt on 9/25/08.

8/18/08- Note regarding visit with Dr Salzman received; diagnosis specified.

8/22/08- Modified Duty continued as per Dr Cruz; Next appt on 10/06/08 at 2pm

9/25/08- Note regarding visit with Dr. Ingari and stated to continue Modified duty until follow up with appt on 11/4/08.

10/6/08- Continue modified duty as per Dr Cruz visit this day; Next appt on 11/6/08 at 2pm

10/7/08- Modified duty exhausted this day.

11/7/08- Received note from Dr. Ingari stated employee will remain off work until next appt 12/18/08.

11/7/08- Appt with Dr. Cruz on this day and employee continues off of work until further evaluation on 1/8/09 at 2:30pm

1/9/09- Appt with Dr. Cruz on this day and continues off of work until next appt on 2/9/09 at 2pm

1/26/09- surgical intervention by Dr. Ingari on 1/26/09

2/17/09- Appt with Dr. Cruz and remains off of work until next appt on 3/26/09 at 2pm

3/24/09- Appt with Dr Ingari received DWCC form stating that employee will remain off of work from 3/24/09 to 6/30/09 until further evaluation.

3/26/09- Appt. with Dr. Cruz on this day and remains off of work from 3/26/09 to 5/7/09.

5/7/09- Appt with Dr Cruz and employee remains off of work until next appt on 7/7/09

6/10/09- Note by Dr Cruz states employee will remain off of work for current injury until further recovery.

7/1/09- Appt with Dr Ingari on 6/30/09 and stated to remain off of work until further recovery possibly 3 more months.

7/7/09- Appt with Dr Cruz and stated to remain off work until further evaluation on 9/7/09 at 2pm.

7/27/09- Employee given MMI and impairment rating by designated doctor.

8/04/09- Employee granted 90 day extension.

8/17/09- Request for clarification requested from designated doctor.

9/10/09- Appt with Primary doctor employee remain off of work until 10/9/09

9/16/09- Appt with Dr. Greene employee remains of work until further notice

9/17/09- Appt with primary specialty doctor employee remain off of work until next appt

10/12/09-Appt with primary doctor employee remains off of work until next appt on 11/23/09

10/28/09- Employee sees Dr. David P Greene in San Antonio for second opinion. Employee remains off of work for further evaluation.

11/23/09 – Appt with Dr D. Cruz employee remains out of work from 11/23/09 to 12/12/09.

11/30/09- Spoke with Dr Greene's office. Employee not scheduled for surgery at this time as per Janie medical records custodian.

12/03/09- Mr. Benavides and Dr. Greene have requested surgery for date of 12/15/09 from precertification company. Authorization for surgery still pending.

12/15/09 – Mr. Benavides had surgery done by Dr. Greene. Continues off work next appt with Dr Greene 12/28/09

12/22/09 – Appt Dr. Cruz Continues off work until 2/22/10 Next appt with Dr Cruz 2/22/10

01/05/10- Physical therapy approved four sessions

02/23/10- Appt with Dr Cruz continues off work until 4/23/10 next appt with Dr Cruz 4/23/10 Dr Cruz requests additional physical therapy.

03/08/10- Appt with Dr Greene released to full duty pending completion of physical therapy and release by Dr Cruz. No further appt needed at this time Employee continues off work.