

CITY OF LAREDO

CITY COUNCIL MEETING

A-2010-R-10

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

MAY 17, 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. MINUTES

Approval of the minutes of May 3, 2010

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

a. Recognizing the following Firefighters for a combined total of 316 years of service to the citizens of City of Laredo.

- District Chief Armando Equigua—28 years
- Fire Captain Jesus Cazares—23 years
- Fire Captain Alfonso Perez, Jr.—28 years
- Fire Captain Pablo Cortez, Jr.—30 years
- Fire Captain James Whalen—24 years
- Fire Captain Arturo Teniente—31 years
- Fire Captain Ricardo Rangel, Jr.—27 years
- Fire Driver Henry Pottin—24 years
- Fire Driver Lauro Ramirez—28 years
- Assistant Fire Driver Felipe Tovar—24 years
- Firefighter Jesus Jalomo—24 years
- Firefighter Andres Alvarez—25 years

- b. Recognizing Vanessa Patricia Ortiz, returning 29-5A District Literary Criticism Champion, for achieving first place honors in the UIL State Competition held May 8, 2010 at the University of Texas.
- c. Recognizing United South High School Marine Corps JROTC Female Physical Training Team who recently placed first overall against other schools in Region Five (competing against 34). The cadets are as follows:
 - Cadet Jamil Suarez
 - Cadet Amanda Llamas (2nd Place overall individual)
 - Cadet Perla Arce
 - Cadet Raquel Perez
 - Cadet Damris Molina
 - Cadet Edith Villalobos
- d. Proclamation declaring the week of May 24 thru May 30, 2010, as the **Juan Francisco Farias Week** in honor of Mayor Juan Francisco Farias for his many accomplishments that have benefitted this community.

Citizen comments

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

VI. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** authorizing the City Manager to amend and extend the contract with the Social and Health Research Center—University of Texas Health Science Center at San Antonio (SAHRC-UTHSCSA) and accepting additional funds in the amount of \$90,000.00 for Proyecto Bienestar—Laredo to continue the intervention in the early school health based Diabetes Reduction Project (226-6400) for the extended term period beginning May 1, 2009 through May 31, 2010. **(Approved by Finance Committee)**
2. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.37 acres, located west of Ejido Avenue and along the south side of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) to B-1 (Limited Commercial District); providing for publication and effective date.

Staff supports the application and the Planning & Zoning Commission recommends approval of the zone change. District I

3. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 11.70 acres, located east of Ejido Avenue and extending to the south of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) and 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 I

4. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 9.11 acres, located east of Loop 20, south of US Highway 359 and north of North Merida Drive, from AG (Agricultural District) and R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District I

5. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.28 acres, located east of Loop 20, south of US Highway 359 and north of North Merida Drive, from R-1 (Single Family Residential 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 I

6. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 38, Las Americas Subdivision, located at 2216 Nautla Drive, from R-1A (Single Family Reduced Area District) to R-1-MH (Single-Family Manufactured Housing District); providing for publication and effective date.

Staff does not support the application and the Planning & Zoning Commission has recommended denial of the zone change. District I

7. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 11 and 12, Block 723, Eastern Division, located at 1301 Chihuahua Street, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

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

8. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1-I, Block 1, Jacaman Ranch, Unit I, located at 6316 Krone Lane, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff does not support the application and the Planning & Zoning Commission has recommended approval of the zone change. District V

9. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use

Permit for an amusement redemption machine establishment on all the Lots of Blocks 1024, 1024A, and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E3 and E4; providing for publication and effective date.

Staff supports the application and the Planning & Zoning Commission recommends approval of the Conditional Use Permit. District VII

10. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, CFM Subdivision, located at 20951 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District); providing for publication and effective date.

Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District VII

11. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a consignment shop on Lot 1, Block 46 Western Division, located at 603 Flores, Suite #2; providing for publication and effective date.

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

(Recess)
(Press Availability)

VII. FINAL READING OF ORDINANCES

12. **2010-O-062** 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.

2010-O-063 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.

2010-O-064 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.

VIII. RESOLUTIONS

13. **2010-R-038** A resolution of the City of Laredo, Texas, authorizing the repeal of existing residential permit parking restrictions established for the neighborhoods adjacent to Shiloh Drive, north of the former United High School. **(Approved by Operations Committee Agenda)**
14. **2010-R-041** A resolution of the City of Laredo, Texas determining that Peter Venegas Inc. (South Texas Waste Systems) a local bidder provides the best combination of contract price and additional economic development opportunities in accordance with section 271.9051(b)(2) of the Texas Local Government Code for the contract for portable restroom services (bid FY10-049). **(Operations Committee has recommended this item be sent to Council; approved by Finance Committee)**

IX. MOTIONS

15. Consideration for approval of change order #1 in the amount of \$6,600.00 to Landmark Structures for the 3.0 MG Elevated Water Storage Tank at Bartlett and Price. This change order consists of adjustments required for this project. The total contract amount will change to \$3,638,600.00. Funding is available in the 2009 Utility Bond Fund. **(Approved by Operations & Finance Committees)**
16. Consideration for approval of change order no. 1 in the amount of \$87,552.05 to SLC Construction, LLC for the 20" Waterline Replacement along Jefferson Street/Lyon Street ARRA Project. This change order consists of adjustments required for this project using funds from the construction allowance in the contract. The total contract amount of \$1,073,339.40 will not change. **(Approved by Operations & Finance Committees)**
17. Authorizing the City Manager to approve change order no. 2 to SLC Construction, LLC, Laredo, Texas for the 8" Waterline Replacement ARRA Project. This change order will add additional fitting as needed in the field as well as adding additional materials to remedy a ground water situation. This change order consists of adjustments required for this project using funds from the construction allowance provided in change order no. 1 (\$121,126.73). The total contract amount of \$6,680,503.08 will not change. **(Approved by Operations & Finance Committees)**
18. Consideration for acceptance, final payment, release of retainage in the amount of \$322,873.00 and approval of no cost final change order no. 5 to Qromex Construction Co., Granite Shoals, Texas, for the Pueblo Nuevo Improvement Water Distribution and Wastewater Collection Project Work Order no. 2. This change order consists of adjustments required for this project. The final contract amount is \$2,921,961.88. Subject to the

approval of the Texas Water Development Board (TWDB). Funding is available in the Colonias Project Fund. **(Approved by Operations & Finance Committees)**

19. Consideration to renew contract number FY08-052 to the following low bidders:
 - a. HD Supply Waterworks, San Antonio, Texas, in the estimated amount of \$434,351.45 (Sections A, C, D, E, F, H);
 - b. Ferguson Waterworks, Mission, Texas, in the estimated amount of \$132,131.10 (Section B).

This contract is for the purchase of mechanical joint fitting, valve boxes and pipe tubing for the Utilities Department. These materials are purchased on an as needed basis by the Utilities Department—Water Operations for construction and repair projects. Funding is available in the Utilities Department Fund. **(Approved by Operations & Finance Committees)**

20. Consideration to award contract FY10-044 to the low bidder, Sky Resources, L.L.C., Columbus, Ohio, in the total amount of \$51,190.00 for the purchase of 3,000 smoke detectors. These smoke detectors will be distributed by the Fire Department as part of the Department's Fire Prevention Program. Funding is available utilizing grant proceeds from FEMA—Assistance to Firefighters (AFG) Grant. **(Approved by Operations & Finance Committees)**
21. Discussion with possible action on whether or not to negotiate the terms of a successor agreement to the current Interlocal Agreement with Webb County, Texas, that began on October 1, 2005, and terminates on September 30, 2010, through which the Laredo Fire Department provides fire protection, emergency medical and rescue services within Webb County, by excluding any incorporated city lying outside the incorporated limits of the City of Laredo. **(As amended by Operations Committee Agenda; Finance Committee has recommended this item be sent to Council)**
22. Amending the FY 09-10 contract with the Laredo Main Street to provide for an additional \$12,500.00 in funding to increase contract amount from \$37,500.00 to \$50,000.00. Funding is available in the Hotel-Motel Fund. **(Approved by Finance Committee)**
23. Consideration to award a demolition contract to the lowest bidder for the demolition of substandard structures for the 2008 Texas Neighborhood Stabilization Program. The demolitions consist of twenty-five (25) substandard residential structures identified in census tracts 1.01, 1.03, 2.00, 7.00, 9.02, 12.00, and 18.01 which are the only census tracts approved by the Texas Department of Housing and Community Affairs (TDHCA) for the program. A bid opening for the demolitions will be held on May 17, 2010 and staff will make their recommendation for award of the contract at the Council meeting. Funding is available in the 2008

Neighborhood Stabilization Program (NSP). **(Approved by Operations Committee)**

24. Authorizing the City Manager to amend the City of Laredo's 2009 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling \$271,170.00 to facilitate the rehabilitation of Casa de Misericordia and Mercy Ministries of Laredo Clinic, both operated by Mercy Ministries of Laredo. It is proposed that (1) \$100,000.00 of the funds allocated to the Heritage Park Improvements project funded through 35th AY CDBG, be re-allocated to this project; and (2) a total of \$171,170.00 of the funds derived from 27th, 29th, 30th, 31st, 32nd, and 33rd Action Year CDBG fund balances from completed projects also be allocated as noted below.

CDBG PROJECT FUND BALANCES

27th AY

Graffiti Removal	\$	1.00
Demolition of Sub. Std. Buildings	\$	1.00
Santa Rita Park	\$	1.00
Total 27th AY Fund Balances	\$	3.00

29th AY

Santa Fe Park	\$	1.00
Total 29th AY Fund Balances	\$	1.00

30th AY

Plaza Theatre	\$	4,300.00
Sidewalks	\$	14,943.00
Slaughter Park	\$	9,250.00
Total 30th AY Fund Balances	\$	28,493.00

31st AY

C D Administration	\$	41,564.00
Total 31st AY Fund Balances	\$	41,564.00

32nd AY

Housing Rehabilitation Administration	\$	65.00
Code Enforcement	\$	60.00
Zacate Creek Pedestrian Bridge	\$	4,591.00
Cruz Field Improvements	\$	6,128.00
Total 32nd AY Fund Balances	\$	10,844.00

33rd AY

Community Development Administration	\$	8,005.00
Housing Rehabilitation Administration	\$	6,414.00
Code Enforcement	\$	40,438.00
Chacon Guatemozin Acquisition & Relocation	\$	35,407.00
Hamilton Hotel	\$	1.00
Total 33rd AY Fund Balances	\$	90,265.00

TOTAL FUND BALANCES **\$171,170.00**

FUNDS TO BE RE-ALLOCATED

Heritage Park Improvements \$100,000.00

TOTAL FUNDS TO BE REPROGRAMMED **\$271,170.00**

25. Authorizing staff to advertise for the sale of City property being “the surface only” of a surplus tract of land containing 9,375 sq. ft. more or less, identified as Lot 8 in Block 10 of Belmont Plaza Subdivision Plat, Unit I, recorded in page 195, volume 2, in the map records of Webb County in the City of Laredo, Texas and located at 109 Sage Drive for a minimum bid equal to the appraised value of \$42,500.00.

26. Consideration for approval of the Sidewalk City-Wide Project No. 38 (50 Blocks) – District VIII as complete and approval of change order no. 1 a decrease of \$19,228.45 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$30,125.58 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is \$301,255.80. Funding is available in the 2009 C.O. Bond. **(Approved by Operations & Finance Committees)**

27. Consideration for approval of change order no. 1 to add fifty-two (52) calendar days to the construction contract time due to weather delays and utility conflicts to the construction contract with Whitestone Construction, Ltd., Laredo, Texas for the Ejido Avenue Extension (San Nicolas to Cielito Lindo) Improvements Project. Current construction contract amount is \$2,347,390.89. Current construction contract time with this change order is two hundred two (202) calendar days. Current construction status is 85% complete. Substantial completion of the project is estimated to be at the end of May 2010. New completion date is estimated to be in mid June 2010. **(Approved by Operations Committee)**

28. Consideration for approval of the selection of consultants for the Baseball Field Complexes for design, preparation of plans and specifications and authorization to negotiate a professional services contract as follows:

Hickey Pena Architects, Laredo, Texas, for fields at Phase D of North Central Park.

Humphries and Sanchez Architects, PLLC., Laredo, Texas, for fields at Shiloh Crossing.
(Approved by Operations & Finance Committees)

29. Refund of property tax in the amount of \$636.68 payable to First American Real Estate Tax Service due to an overpayment. Account #968-20009-020.

30. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of April 2010, represent a decrease of \$52,247.60. These

adjustments are determined by the Webb County Appraisal District and by court orders.

31. Approval of expenditures in the amount of \$17,056.00 for 16 junior students and chaperones from the Sister Cities Youth Committee to travel Albuquerque, New Mexico to participate in the Sister Cities International Youth Conference 2010 *Community Diplomacy and Your World*. Students will meet young individuals from around the world; participate in challenging group activities; teambuilding exercises; and multi-country simulation; engage in thought provoking discussions about peace building with other delegates as well as renowned practitioners in the field; gain tangible leadership skills and learn how to make the Sister Cities International Mission of Peace through People a reality. Funds are available in the Sister Cities Youth Committee Account.

In addition, 17 senior students and chaperones will travel to HuttCity, New Zealand. Students will participate in challenging group activities; teambuilding exercises; multi-country simulation; and engage in thought provoking discussions about peace building with other delegates; and gain tangible leadership skills.

The New Zealand trip will be paid for by fundraising events by the Sister Cities Youth Committee totaling \$30,100.00.

X. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

32.

A. Request by Mayor Raul G. Salinas

1. Discussion with possible action to establish a program to recognize employees for their respective years of service to the City to be coordinated with Human Resources Department. **(Co-Sponsored by Council Member Mike Garza & Council Member Cynthia Liendo Espinoza)**
2. Status report on the progress on the proposed Farmer's Market, with possible action. **(Co-Sponsored by Council Member Cynthia Liendo Espinoza)**
3. Presentation on an upcoming "Business to Business" Conference being held locally to promote Mexican businesses to establish their operations in Laredo.

B. Request by Council Member Jose A. Valdez, Jr.

1. Discussion with possible action regarding the purchase of refuse trucks for the Solid Waste Department.

C. Request by Council Member Cynthia Liendo Espinoza

1. Presentation on new campaign to promote stronger values in the youth of our community. **(Co-Sponsored by Mayor Raul G. Salinas)**

2. Discussion with possible action on placing speed cushions on San Ignacio Street through the pilot program.
3. Update on the status of improvements to the City of Laredo's website.

XI. STAFF REPORTS

33. Discussion with possible action regarding the Third Party Funding Application Process and Funding Priorities for FY 2010/2011.

XII. EXECUTIVE SESSION

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

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

34. Consideration to authorize the purchase and installation of a parking garage automated pay station system at the Transit Center from Mitchell Adding Machine Company Inc., dba Mitchell Time and Parking, Austin, in the total amount of \$52,200.00. Funding is available from Federal Transit Capital Grant No. TX-04-0040. **(Approved by Operations & Finance Committees)**

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, May 12, 2010 at 6:30 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 5/17/2010	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND AND EXTEND THE CONTRACT WITH THE SOCIAL AND HEALTH RESEARCH CENTER-UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO (SAHRC-UTHSCSA) AND ACCEPT ADDITIONAL FUNDS IN THE AMOUNT OF \$90,000.00 FOR PROYECTO BIENESTAR-LAREDO TO CONTINUE THE INTERVENTION IN THE EARLY SCHOOL HEALTH BASED DIABETES REDUCTION PROJECT (226-6400) FOR THE EXTENDED TERM PERIOD BEGINNING MAY 1, 2009 THROUGH MAY 31, 2010.	
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez Health Department Director	
PREVIOUS COUNCIL ACTION: On August 3, 2009, Council approved Ordinance 2009-O-126 for the project's 3rd year.		
BACKGROUND: The City of Laredo Health Department will continue a partnership agreement with the Social and Health Research Center-University of Texas Health Science Center at San Antonio (SAHRC-UTHSCSA) by the National Institute of Health (NIH) National Institute for Diabetes, Kidney and Digestive Diseases (NIDDK) to conduct an effectiveness intervention of local 3 rd graders to reduce the biological risk for diabetes using a school health based diabetes reduction intervention. This partnership agreement has been extended through May 31, 2010. The collaboration is among the Social and Health Research Center-University of Texas Health Science Center at San Antonio, United Independent School District, Laredo Independent School District and the City of Laredo Health Department to coordinate efforts to reduce elementary school students' risk of developing type II diabetes by applying the Proyecto Bienestar-Laredo health program. The Intervention will involve and/or provide: <ul style="list-style-type: none"> • Diabetes prevention for all students participating in the project from 38 local schools (19 LISD, 19 UISD) • 3400 students, 3400 parents, 342 food services staff, 60 Physical education teachers and aides, 38 nurses and 36 evaluation staff from the CLHD will be involved • Health books, training, supplies, equipment, health examinations, evaluation services and professional support 5 temporary employees hired by the Health Department will continue to conduct the evaluation.		
FINANCIAL IMPACT: The City of Laredo will receive an additional \$90,000.00 from SAHRC for the Proyecto Bienestar Laredo (PBL) for the City of Laredo Health Department beginning May 1, 2009 through May 31, 2010. The revenue account number is 226-0000-326-2005 (\$90,000.00). The expenditure account number is 226-6400 HEBE02.		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Recommends that Council introduce the ordinance.	

ORDINANCE 2010-O-

AUTHORIZING THE CITY MANAGER TO AMEND AND EXTEND THE CONTRACT WITH THE SOCIAL AND HEALTH RESEARCH CENTER-UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO (SAHRC-UTHSCSA) AND ACCEPT ADDITIONAL FUNDS IN THE AMOUNT OF \$90,000.00 FOR PROYECTO BIENESTAR-LAREDO TO CONTINUE THE INTERVENTION IN THE EARLY SCHOOL HEALTH BASED DIABETES REDUCTION PROJECT (226-6400) FOR THE EXTENDED TERM PERIOD BEGINNING MAY 1, 2009 THROUGH MAY 31, 2010.

WHEREAS, the City of Laredo Health Department will continue a partnership agreement with the Social and Health Research Center-University of Texas Health Science Center at San Antonio-(SAHRC-UTHSCSA) by the National Institute of Health (NIH) National Institute for Diabetes, Kidney and Digestive Diseases (NIDDK) to conduct an effectiveness intervention of local students to reduce the biological risk for diabetes; and

WHEREAS, the collaboration is among the Social and Health Research Center-University of Texas Health Science Center at San Antonio, United Independent School District, Laredo Independent School District and the City of Laredo Health Department to coordinate efforts to reduce elementary school students' risk of developing type II diabetes by applying the Proyecto Bienestar-Laredo health program; 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 contract and accept additional funds in the amount of \$90,000.00 from the Social and Health Research Center-University of Texas Health Science Center at San Antonio (SAHRC-UTHSCSA) for the Proyecto Bienestar-Laredo (PBL) of the City of Laredo Health Department for the extended term period beginning May 1, 2009 through May 31, 2010.

SECTION 2: Revenue account 226-0000-326-2005 is hereby amended by \$90,000.00.

SECTION 3: Expenditure division 226-6400 HEBE02 is hereby increased by \$90,000.00.

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 the Social and Health Research Center-

University of Texas Health Science Center at San Antonio and the National Institute of Health-National Institute for Diabetes, Kidney and Digestive Diseases (NIH-NIDDK) to meet the necessary costs to accomplish the scope of work for the division.

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

Marlene Riojas

From: M. Blandina Gamez
Sent: Thursday, April 29, 2010 6:18 PM
To: Hector F. Gonzalez; Marlene Riojas
Cc: Rosario Morales; Nora C. Martinez; Guillermo Walls
Subject: FW: PBL Study Extension-Correction

FYI – Irene made the correction to her initial email.

Marlene – please process for council action.

Thanks.

M. Blandina Gamez

Chief, Budget & Grants Management Division
 City of Laredo Health Department
 P.O. Box 2337/2600 Cedar Avenue
 Laredo, TX 78044-2337
mgamez@ci.laredo.tx.us
 Phone: (956) 795-4925
 Fax: (956) 795-1282

Public Health: Everyone, Everyday, Everywhere

From: Irene Hernandez [mailto:ihernandez_shrc@msn.com]
Sent: Thursday, April 29, 2010 4:59 PM
To: Guillermo Walls
Cc: Albert Salinas; rtrevino; M. Blandina Gamez
Subject: RE: PBL Study Extension-Correction

Greetings Mr. Walls,

This is to confirm that we will be extending the Proyecto Bienestar Study through May 31, 2010. The extension will include 1 intervention staff and 4 data collectors. The purpose of this extension is to complete make-up data for USID study schools and to sustain the intervention components in all schools. The total amount needed for extension activities is \$90,000.

Irene Hernandez, MBA
 Associate Director
 Social & Health Research Center
 1302 S. St. Mary's
 San Antonio, Texas 78210-0122

4/30/2010

(210)533-8886
(210)364-2604 cell
(210)533-4107 fax
1-866-676-SHRC(7472)
www.BienestarNeema.org

June 25, 2009

Hector F. Gonzalez, M.D., M.P.H.
Health Director
City of Laredo Health Department
2600 Cedar Avenue, PO Box 2337
Laredo, TX 78040

Re: Agreement No. 125657/125375
Projecto Bienestar Laredo

Dear Dr. Gonzalez:

Please consider this letter Amendment No. 3 to the referenced Agreement. The purpose of this Amendment is to extend the project period to April 30, 2010 and provide additional funding of \$250,000. A budget for that amount is attached as Attachment A to this Amendment.

The following changes are made in the Agreement:

1. Article 2, Period of Performance. The end date of April 30, 2009 is deleted and April 30, 2010 is substituted therefore.
2. Article 3, Award Amount. The amount \$743,173 is deleted and \$993,173 is substituted therefore.

All other terms and conditions of the original Agreement and its attachments remain unchanged.

If you agree with this Amendment, please sign both originals and return one to me for my files.

Sincerely,



David M. Flowers, III
Assistant Director, Post-Award
Office of Sponsored Programs

Attachment

Agreed and Accepted:

(name and title)

(date)

cc: Dr. Jaen Dr. Trevino
Mr. Gomez file 125375/41017

DETAILED BUDGET FOR NEXT BUDGET PERIOD - DIRECT COSTS ONLY		FROM 05/01/2009	THROUGH 04/30/2010	GRANT NUMBER 5 R18 DK073094-04			
PERSONNEL (Applicant organization only)		Months Devoted to Project			DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cal. Mths	Acad. Mths	Summer Mths	SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Jose Anku, MD	Principal Investigator	12			21,731	5,998	27,729
Nora Martinez	Data Coordinator	12			7,582	2,433	10,015
Nycia Valdez	School Coordinator	12			24,551	9,212	33,763
SUBTOTALS →					53,864	17,643	71,507
CONSULTANT COSTS							
36 Data Collectors under contract labor							105,227
EQUIPMENT (Itemize)							
SUPPLIES (Itemize by category)							
Project Supplies: \$2,000							
Operational Supplies: \$41,830							43,830
TRAVEL							
Inter-city mileage, travel from Laredo to San Antonio, and professional meetings							21,500
PATIENT CARE COSTS							
INPATIENT							
OUTPATIENT							
ALTERATIONS AND RENOVATIONS (Itemize by category)							
OTHER EXPENSES (Itemize by category)							
Bio-Hazard Waste Management Services: \$1,200							
Communication \$2,892							
Hosting /Entertaining \$1,000							
I-Net \$1,440							
Postage \$1,404							7,936
SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD							\$ 250,000
CONSORTIUM/CONTRACTUAL COSTS							
DIRECT COSTS							
FACILITIES AND ADMINISTRATIVE COSTS							
TOTAL DIRECT COSTS FOR NEXT PROJECT PERIOD (Item 8a, Face Page)							\$ 250,000

CITY COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 4.37 acres, as further described by metes and bounds in attached Exhibit "A", located west of Ejido Avenue and along the south side of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) to B-1 (Limited Commercial District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. ZC-17b-2010</p>	
<p>Initiated by: Cielito Lindo, Ltd. Howland Engineering</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>		
<p>BACKGROUND</p> <p>Council District: I – Mike Garza</p> <p>Proposed use: Commercial</p> <p>Site: The site is currently vacant.</p> <p>Surrounding land uses: West of the site are single family residences and LBJ High School. East of the site includes vacant undeveloped land and the Lamar Bruni Vergara Middle School. Land north and south of the property is vacant and undeveloped.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Cielito Lindo Boulevard as a major arterial, Ejido Avenue as a minor arterial, and does not identify St. Luke Boulevard.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>Although the current development in the area is residential and institutional, the proposed zone change to B-1 is consistent with the Comprehensive Plan's retail/office designation for the area, as well as with the commercial use proposed in the master plan for the Cielito Lindo subdivision.</p>		
<p>P&Z COMMISSION RECOMMENDATION:</p> <p>The P & Z Commission, in an 8 to 0 vote, recommended <u>approval</u> of the zone change.</p>	<p>STAFF RECOMMENDATION:</p> <p>Staff <u>supports</u> the proposed zone change.</p>	

CITY COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, the predominant land use pattern in the immediate area is single family residential (site-built homes) and includes institutional uses (i.e. schools) which are permitted in residential districts.

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

No, there is currently a B-1 District (Limited Commercial District) to the east.

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?

The existing R-1A District (Single Family Reduced Area District) does not allow for commercial uses.

□

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 4.37 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED WEST OF EJIDO AVENUE AND ALONG THE SOUTH SIDE OF ST. LUKE BOULEVARD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 4.37 acres, as further described by metes and bounds in attached Exhibit "A", located west of Ejido Avenue and along the south side of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) to B-1 (Limited Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 15, 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 May 17, 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 4.37 acres, as further described by metes and bounds in attached Exhibit "A", located west of Ejido Avenue and along the south side of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) to B-1 (Limited Commercial District).

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

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

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

RAUL G. SALINAS
MAYOR

ATTEST:

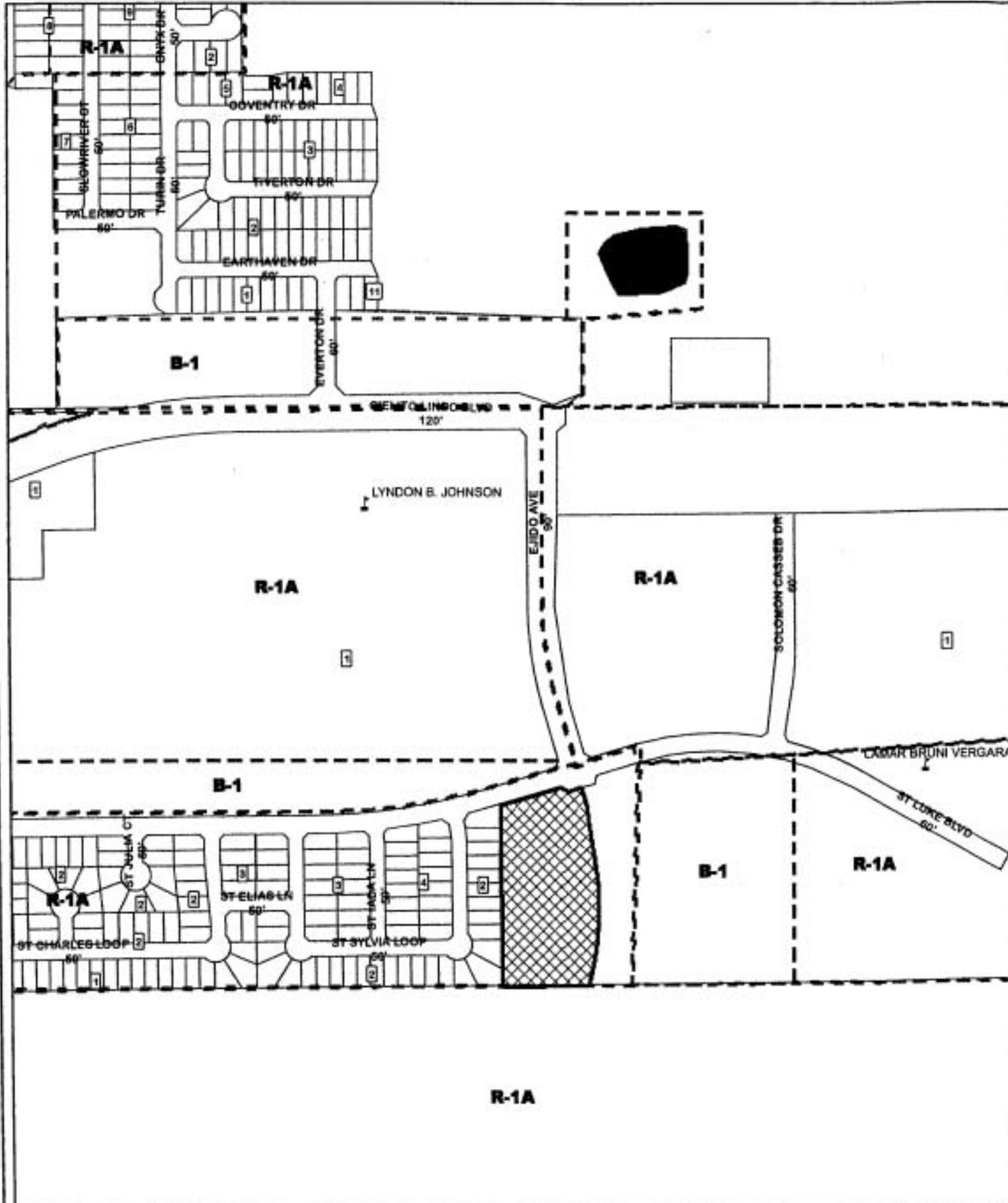
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

4.37 Acres Abst 472, Parc 38 &
Abst 250, Parc 39 West of Ejido Ave
& South of St Luke Blvd
ZC-17b-2010

Rezone R-1A (Single Family Reduced District) to B-1 (Limited Commercial District)



ZONE DISTRICTS

ZC-17C-2010 ZonDavid- BW

1 inch = 417 feet
City of Laredo
Planning Department



**LEGAL DESCRIPTION #1
REZONE FROM R-1A TO B-1
4.37 Acres (unplatted)**

A Tract of Land containing 4.37 acres, more or less, situated in Tadeo Sanchez, Original Grantee, Porcion 38, Abstract 472 and Jose Antonio Nasario, Porcion 39, Abstract 250, City of Laredo, Webb County, Texas. Said tract being all out of Cielito Lindo, Ltd. containing 358.714 acres recorded in Volume 650, Pages 703-707, Deed Records of Webb County, Texas. Said 4.37 acre tract being more particularly described as follows, to-wit:

BEGINNING at a found 1/2" iron rod, being the northeast corner of Lot 28, Block 2, Cielito Lindo Subdivision, Phase XII as recorded in Volume 26, Page 89, Webb County Map Records, for the **TRUE POINT OF BEGINNING**;

THENCE, N 73°24'39" E, along the south right-of-way line of St. Luke Blvd. as per Cielito Lindo Subdivision, Phase VIII as recorded in Volume 19, Pages 27-28, W.C.M.R., a distance of **203.85 FEET**, to a found 1/2" iron rod, for a corner clip hereof;

THENCE, S 61°35'21" E, continuing along said Phase VIII boundary, a distance of **28.28 FEET**, to a found 1/2" iron rod, for an interior corner hereof;

THENCE, N 73°24'39" E, continue along same, a distance of **45.00 FEET**, to a point, for an exterior corner hereof;

THENCE, S 16°35'21" E, a distance of **47.33 FEET** to a point on a curve having a radius of 1000.00 feet, a chord of S08°33'02"E-279.68 feet;

THENCE, along said curve right an arc length of **280.60 FEET** to a point of tangency;

THENCE, S 00°30'43" E, a distance of **78.97 FEET** to a point on a curve having a radius of 900.00 feet a chord of S07°24'50"W-248.02 feet;

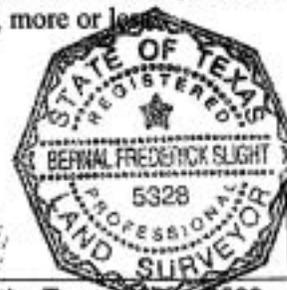
THENCE, along said curve right an arc length of **248.99 FEET** to the south property line of said 358.714 acre tract, for a non-tangent exterior corner hereof;

THENCE, S 89°29'32" W, along the south property line of said 358.714 acre tract, a distance of **281.87 FEET**, to a found 1/2" iron rod being the southeast corner of said Cielito Lindo Subdivision, Phase XII, for a an exterior corner hereof;

THENCE, N 00°30'43" W, along the east boundary of said Cielito Lindo Subdivision, Phase XII, a distance of **591.94 FEET**, to the point of beginning of this 4.37 acre tract of land, more or less.

SHEET 4 OF 4

EXHIBIT "A"



Handwritten signature and date: BA FS 4-29-10

B-1 ZONE

N44°29'17"E 28.28' N89°39'55"E 211.83'

CIELITO LINDO BLVD.
(60' R.O.W. - 37' B.O.B.)

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	64.21'	945.00'	N 16°30'47" E - 64.19'
C2	324.09'	1155.00'	N 08°33'02" W - 323.03'
C3	280.60'	1000.00'	S 08°33'02" E - 279.68'
C4	248.99'	900.00'	S 07°24'30" W - 248.02'

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.28'	S 81°35'21" E
L2	45.00'	N 73°24'39" E
L3	28.28'	N 28°24'39" E
L4	60.00'	N 16°35'21" W
L5	28.28'	N 81°35'21" W
L6	45.00'	N 73°24'39" E
L7	47.33'	S 16°35'21" E
L8	78.97'	S 00°30'43" E
L9	48.69'	S 89°29'32" W

CIELITO LINDO SUBDIVISION
PHASE VIII
(L.B.J. HIGH SCHOOL)
RECORDED IN VOL. 19, PGS. 27-28 W.C.M.R.

R-1A ZONE

P.O.B.
(Legal Desc. #2)
11.70 ACRE REZONE

P.O.C.
(Legal Desc. #2)
P.O.B.
(Legal Desc. #1)
4.37 ACRE REZONE

R-1A & B-1
to
B-3
11.70 Acres

R-1A ZONE
CIELITO LINDO LTD.
358.714 ACRES
W/ 650. Pgs. 703-707 W.C.D.R.
(UNPLATTED)

LOT 1, BLOCK 1
20.00 ACRES

U.I.S.D. - CIELITO LINDO
MIDDLE SCHOOL PLAT
AS PER PLAT RECORDED IN VOL. 25, PG. 23 W.C.M.R.

R-1A ZONE

R-1A ZONE

S15°52'40"E
60.13'

S16°35'21"E
64.75'

PORTION 38
PORTION 39

CIELITO LINDO LTD.
358.714 ACRES
Vol. 650, Pgs. 703-707, W.C.D.R.
(UNPLATTED)

R-1A ZONE

RE-ZONE FROM
R-1A & B-1
TO
B-3
11.70 Acres

RE-ZONE FROM
R-1A to B-1
4.37 Acres

B-1 ZONE

R-1A ZONE

Property Line

S89°29'32"W
281.87'

R-1A ZONE

N71°32'00"W

S12°46'20"W
114.23'

R-1A ZONE

STATE OF TEXAS
COUNTY OF WEBB

I, BERNAL F. SLIGHT, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THE ABOVE CAPTIONED "EXHIBIT" AND ATTACHED "FIELD NOTES" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

BERNAL F. SLIGHT, R.P.L.S. # 5328

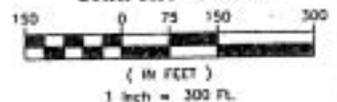
DATE

4-29-10



CARRA PROPERTIES PARTNERS, LTD.
358.714 ACRES
Vol. 650, Pgs. 703-707, W.C.D.R.

GRAPHIC SCALE



P.O.B. = Point of Beginning
P.O.C. = Point of Commencing

REZONE OF TWO TRACTS
4.37 AC. & 11.70 AC. TRACT

"EXHIBIT"

REZONE FROM R-1A TO B-1
REZONE FROM R-1A & B-1 TO B-3

HOWLAND
ENGINEERING & SURVEYING COMPANY

7815 N. BARTLETT AVENUE

LAREDO, TEXAS 78041

OFFICE (956) 722-4411

FAK: (956) 722-5414

e-mail: howland@howlandcompanies.com



DRAWN BY:	J.S.
CHECKED BY:	J.S. / B.F.S.
H.S.C. JOB NO.	10088-10
PLANNING:	REZONE 18.07 AC.
DATE:	MARCH 4, 2010
REVISED DATE:	
SCALE:	HOR: 1"=300' VER: N/A

SHEET:

1 OF 4

ZC-17b-2010: 4.37 acres located west of Ejido Avenue and
along the south side of St. Luke Boulevard.



06/04/2010



06/04/2010

CITY COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 11.70 acres, as further described by metes and bounds in Exhibit "A", located east of Ejido Avenue and extending to the south of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) and 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. ZC-17-2010</p>	
<p>Initiated by: Cielito Lindo, Ltd. Howland Engineering</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>		
<p>BACKGROUND</p> <p>Council District: I – Mike Garza</p> <p>Proposed use: Commercial</p> <p>Site: The site is currently vacant.</p> <p>Surrounding land uses: West of the site are single family residences and LBJ High School. East of the site includes vacant undeveloped land and the Lamar Bruni Vergara Middle School. Land north and south of the property is vacant and undeveloped.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Cielito Lindo Boulevard as a major arterial, Ejido Avenue as a minor arterial, and does not identify St. Luke Boulevard.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>Although the current development in the area is residential and institutional, the proposed zone change to B-3 is consistent with the Comprehensive Plan's retail/office designation for the area, as well as with the commercial use proposed in the master plan for the Cielito Lindo subdivision.</p>		
<p>P&Z COMMISSION RECOMMENDATION:</p> <p>The P & Z Commission, in an 8 to 0 vote, recommended <u>approval</u> of the zone change.</p>	<p>STAFF RECOMMENDATION:</p> <p>Staff <u>supports</u> the proposed zone change.</p>	

CITY COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, the predominant land use pattern in the immediate area is single family residential (site-built homes) and includes institutional uses (i.e. schools) which are permitted in residential districts.

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

Yes, there are currently no B-3 Districts (Community Business District) in the vicinity.

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?

With the exception of the southeast portion of the tract, which is zoned B-1, the existing R-1A District (Single Family Reduced Area District) does not allow for commercial uses.

□

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 11.70 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED EAST OF EJIDO AVENUE AND EXTENDING TO THE SOUTH OF ST. LUKE BOULEVARD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) AND B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 11.70 acres, as further described by metes and bounds in attached Exhibit "A", located east of Ejido Avenue and extending to the south of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) and 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 15, 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 May 17, 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 11.70 acres, as further described by metes and bounds in attached Exhibit "A", located east of Ejido Avenue and extending to the south of St. Luke Boulevard, from R-1A (Single Family Reduced Area District) and 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

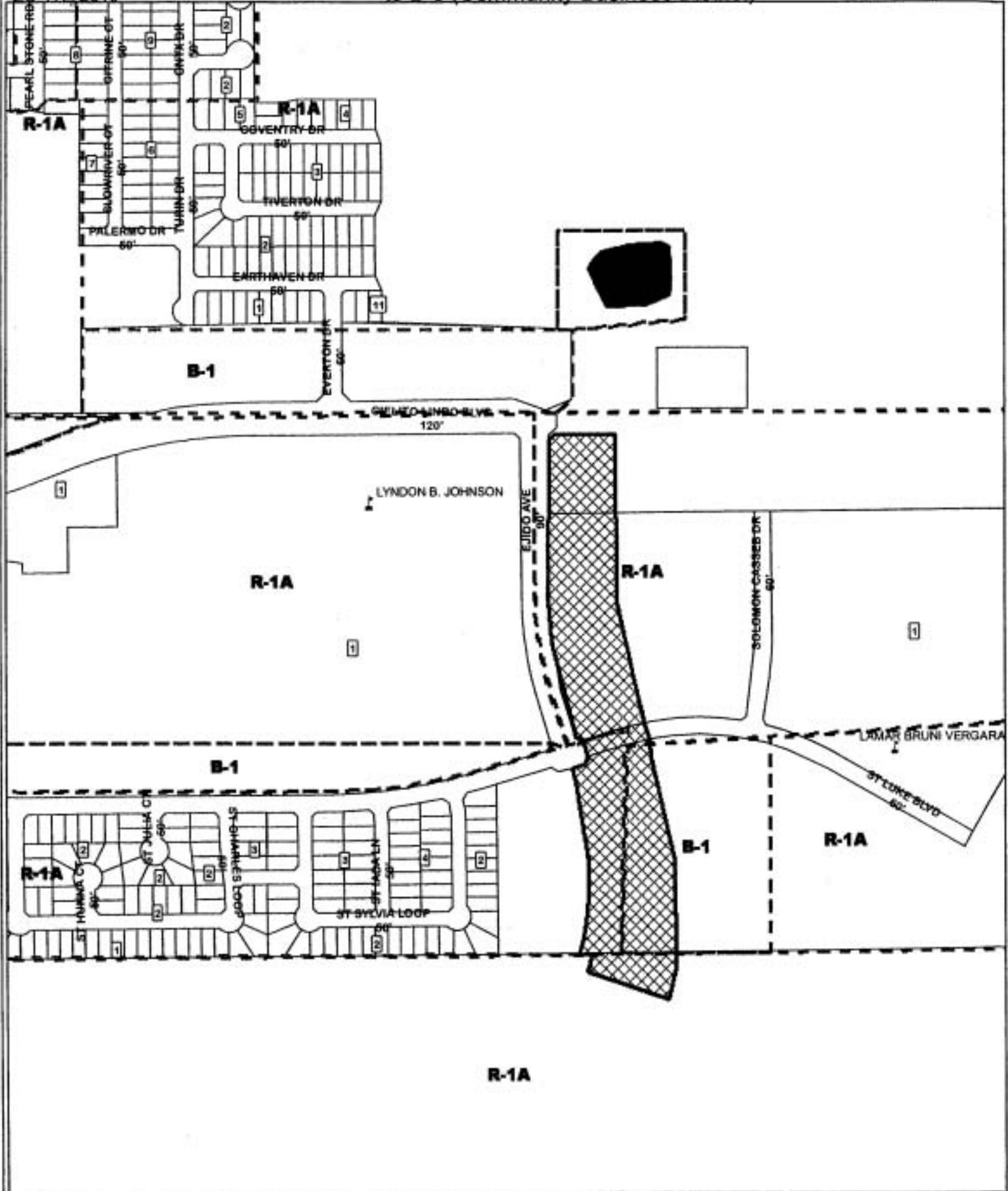
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

Rezone R-1A (Single Family Reduced District) &
B-1 (Limited Commercial District)
to B-3 (Community Business District)



ZC-17-2010



ZONE DISTRICTS

 ZC-17B-2010 |  ZoneDistricts- BW

1 inch = 437 feet
City of Laredo
Planning Department

Howland Surveying Co., Inc., dba
HOWLAND ENGINEERING AND SURVEYING CO.

Oil & Gas Locations * Surveying * Land Development * Civil Design
Foundations * Geotechnical * Construction Materials Testing * Environmental



LEGAL DESCRIPTION #2
REZONE FROM R-1A & B-1 TO B-3
11.70 Acres (unplatted)

A Tract of Land containing 11.70 acres, more or less, situated in Tadeo Sanchez, Original Grantee, Porcion 38, Abstract 472 and Jose Antonio Nasario, Porcion 39, Abstract 250, City of Laredo, Webb County, Texas. Said tract being 10.91 acres, partly out of Cielito Lindo, Ltd. containing 358.714 acres recorded in Volume 650, Pages 703-707, Deed Records of Webb County, Texas and 0.79 acres, partly out of CARM Properties Partners, Ltd., containing 215.74 acres recorded in Volume 2262, Pages 99-104, Official Public Records of Webb County, Texas. Said 11.70 acre tract being more particularly described as follows, to-wit:

COMMENCING at a found 1/2" iron rod, being the northeast corner of Lot 28, Block 2, Cielito Lindo Subdivision, Phase XII as recorded in Volume 26, Page 89, Webb County Map Records, Thence, N77°39'53"E, a distance of 269.59 feet to a point along the south right-of-way line of St. Luke Blvd. as per Cielito Lindo Subdivision, Phase VIII, as recorded in Volume 19, Pages 27-28, Webb County Map Records, for the **TRUE POINT OF BEGINNING**;

THENCE, N 73°24'39" E, continue along same, a distance of **45.00 FEET**, to a found 1/2" iron rod, for an interior corner hereof;

THENCE, N 28°24'39" E, continue along same, a distance of **28.28 FEET**, to a found 1/2" iron rod, for an interior corner hereof;

THENCE, N 16°35'21" W, along same boundary of said Phase VIII, a distance of **60.00 FEET**, to a found 1/2" iron rod, for an interior corner hereof;

THENCE, N 61°35'21" W, continue along same, a distance of **28.28 FEET**, to a found 1/2" iron rod, for an exterior corner hereof;

THENCE, N 16°35'21" W, along the east right-of-way line of Ejido Avenue as recorded in said Phase VIII, a distance of **171.14 FEET**, being on a curve having a radius of 1155.00 feet, a chord of N 08°33'02" W-323.03 feet;

THENCE, along said curve right continuing along the east right-of-way line of Ejido Avenue, an arc length of **324.09 FEET**, to a point of tangency;

THENCE, N 00°30'43" W, along the east right-of-way line of Ejido Avenue, a distance of **554.14 FEET**, to a point, for a corner clip hereof;

THENCE, N 44°29'29" E, a distance of **28.28 FEET**, to a point being on the south right-of-way line of Cielito Lindo Blvd., for a an exterior corner hereof;

THENCE, N 89°39'55" E, a distance of **211.83 FEET**, for a an exterior corner hereof;

THENCE, S 00°20'05" E, a distance of **586.37 FEET**, to a deflection left hereof;

SHEET 2 OF 4

THENCE, S 13°04'32" E, a distance of 438.67 FEET, to the north right-of-way line of St. Luke Blvd. as per U.I.S.D.-Cielito Lindo Middle School Plat as recorded in Volume 25, Page 23, W.C.M.R., for a deflection point hereof;

THENCE, S 15°52'40" E, a distance of 60.13 FEET, to the south right-of-way line of St. Luke Blvd., for a deflection point hereof;

THENCE, S 16°35'21" E, a distance of 64.75 FEET, to a deflection point hereof;

THENCE, S 13°17'38" E, a distance of 361.33 FEET, to a deflection point hereof;

THENCE, S 00°30'43" E, passing at a distance of 326.50 feet to the north property line of said 215.74 acre tract and continuing a total distance of 376.41 FEET, to a deflection point hereof;

THENCE, S 12°46'20" W, a distance of 114.23 FEET, for the southeast corner hereof;

THENCE, N 71°32'26" W, a distance of 306.74 FEET, to the south being on a non-tangent curve having a radius of 945.00 feet, a chord of N 16°30'47" E-64.19 feet;

THENCE, along said curve left an arc length of 64.21 FEET to the south property line of said 358.714 acre tract, for an interior corner hereof;

THENCE, S 89°29'32" W, along the south property line of said 358.714 acre tract, a distance of 46.69 FEET, to a point on a curve having a radius of 900.00 feet, a chord of N07°24'50"E-248.02 feet;

THENCE, along said curve left an arc length of 248.99 FEET to a point of tangency;

THENCE, N 00°30'43" W, a distance of 78.97 FEET to a point on a curve having a radius of 1000.00 feet a chord of N08°33'02"W-279.68 feet;

THENCE, along said curve left an arc length of 280.60 FEET to a point of tangency;

THENCE, N 16°35'21" W, a distance of 47.33 FEET to the point of beginning for this 11.70 acre tract of land, more or less.



Frederick Clarke
4-29-10

ZC-17-2010: 11.70 acres located east of Ejido Avenue and
extending to the south of St. Luke Boulevard



COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 9.11 acres, as further described by metes and bounds in attached Exhibit "A", located east of Loop 20, south of US Highway 359 and north of North Merida Drive, from AG (Agricultural District) and R-1 (Single Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change.</p> <p align="right">ZC-18-2010</p>
<p>Initiated by: Summers Family Partnership Howland Engineering</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>	
<p>BACKGROUND</p> <p>Council District: I – Mike Garza</p> <p>Proposed use: Commercial</p> <p>Site: The site is predominantly vacant with the exception of an outdoor storage area.</p> <p>Surrounding land uses: The land abutting the property to the north is vacant; Arguindegui Oil Co. and Pump-N-Shop are on the north side of US Highway 359. Also on the north side of US Highway 359, to the northwest of the property are Falcon Bank, EZ Pawn, Valero convenience store, and Whataburger. To the west are Martinez Auto Parts, a car wash, a construction materials yard, Paulita’s Restaurant, a single family residence, a mobile home, and vacant land. Located south of the property are Fiesta Ice, the Lamar Bruni Vergara Children’s Advocacy Center, apartments, single family residences, a vacant strip mall, and vacant land. On the east are a single family residence and vacant undeveloped land.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 359 and Loop 20 as expressways; North Merida Drive is not identified on the Long Range Thoroughfare Plan.</p> <p>Letters sent to surrounding property owners: 33 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The change is compatible with the surrounding zoning districts to the north and west. The proposed district is consistent with the Comprehensive Plan’s retail/office designation for the area. This area is following a pattern of commercial development.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, the predominant land use pattern in this area is commercial.

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

No, there are B-4 zoning districts to the east, west, and north of the site.

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?

Yes, the existing zoning does not allow for commercial uses.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 9.11 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED EAST OF LOOP 20, SOUTH OF U.S. HIGHWAY 359 AND NORTH OF NORTH MERIDA DRIVE, FROM AG (AGRICULTURAL DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 9.11 acres, as further described by metes and bounds in attached Exhibit "A", located east of Loop 20, south of U.S. Highway 359 and north of North Merida Drive, from AG (Agricultural District) and R-1 (Single Family Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 15, 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 May 17, 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 9.11 acres, as further described by metes and bounds in attached Exhibit "A", east of Loop 20, south of U.S. Highway 359 and north of North Merida Drive, from AG (Agricultural District) and R-1 (Single Family Residential District) to B-4 (Highway Commercial District).

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

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

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

9.11 Acres, Abst 3116, Parc 31;
East of Loop 20 Between US
Highway 359 & North Merida Dr
ZC-18-2010

Zone from AG (Agricultural District) to
R-1 (Single Family Residential)
to B-4 (Highway Commercial District)



ZONE DISTRICTS

ZC-18-2010, ZoneDistricts- B/W

1 inch = 333 feet
City of Laredo
Planning Department

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF WEBB

I, **BORIS T. SLOVIC**, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY AND METES & BOUNDS FOR THE PURPOSE OF REZONE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

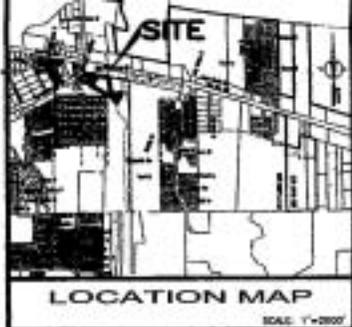
B.T.S.
SERIAL TRACKING BLOCK, P.L.L.C. No. 3208

03/24/2019
DATE



LINE	LENGTH	BEARING
L1	35.76	S48°22'43"E
L2	30.34	S78°27'31"W
L3	37.32	S84°42'21"W
L4	325.65	S75°48'37"E
L5	488.75	S02°31'34"E
L6	118.12	S40°13'28"E
L7	30.35	S76°14'13"E
L8	238.24	S79°24'22"E
L9	101.26	S48°40'50"W
L10	178.85	N42°30'00"W
L11	171.11	N88°25'30"E
L12	25.85	N88°25'30"E
L13	285.35	N87°13'00"W
L14	290.32	N09°48'31"E
L15	80.00	N05°12'30"W
L16	218.19	S61°02'21"W
L17	83.90	S29°48'32"W
L18	21.44	N65°13'02"E
L19	268.24	S43°10'17"E

CURVE	LENGTH	RADIUS	CHORD
C1	128.00	528.00	202.71 (90°)-128.00
C2	128.00	480.00	203.11 (90°)-128.00



METES & BOUNDS

A 9.11 ACRE TRACT OF LAND, situated in Jesse Trevino, Porcion 31, Abstract 3116, City of Laredo, Webb County, Texas, being out of that 77.5361 acre tract of land owned by Summers Family Partnership as per deed recorded in volume 2052, pages 592-598 of the Official Public Records of Webb County, Texas, this 9.11 acre tract of land being more particularly described as follows:

BEING all of a 1/2" non 100 being most northerly corner of said 77.5361 acre tract also the most westerly corner of a 5.6 acre tract owned by Miguel Rodriguez as recorded in volume 790, page 435 of the Official Public Records of Webb County, Texas, for the most westerly corner of this tract and the TRUE POINT OF BEGINNING.

THENCE the following call along the common boundary line of said 77.5361 acre tract and the 5.6 acre tract:

- S 48°20'45" E - 35.76 FEET to break in fence
- S 78°27'31" E - 30.34 FEET to break in fence
- S 84°42'21" E - 37.32 FEET to break in fence
- S 75°48'37" E - 325.65 FEET to found monument
- S 02°31'34" E - 488.75 FEET to break in fence
- S 40°13'28" E - 118.12 FEET to break in fence
- S 76°14'13" E - 30.35 FEET to break in fence
- N 05°12'30" E - 238.24 FEET to found 600 Nail being on said 77.5361 acre tract and a 16.864 acre tract of land owned by the State of Texas as per deed recorded in volume 2532, pages 14-28 of the Webb County Deed Records, Texas, for an exterior corner hereat being on a curve having a radius of 528.00 feet, a chord of 128.00'-00"=128.00 feet.

THENCE, along said curve right on arc length of 128.00 FEET to a found concrete monument, for a point of beginning.

THENCE, S 24°02'36" W, along said State of Texas boundary line, a distance of 101.26 FEET to a found on a curve having a radius of 480.00 feet, a chord of 128.00'-00"=128.00 feet.

THENCE, along said curve left on arc length of 128.00 FEET to a point on said State of Texas boundary line, for the south corner hereat.

THENCE, N 21°05'00" W, a distance of 128.00 FEET to a deflection point left hereat.

THENCE, N 40°04'36" W, a distance of 171.11 FEET to an interior corner hereat.

THENCE, N 88°08'26" W, a distance of 75.85 FEET to a found 1" pipe being a deflection point for said 77.5361 acre tract and Freedom Park Subdivision, Phase I as per deed recorded in volume 16, page 28 of the Webb County Map Records, Texas, for a deflection point right hereat.

THENCE, N 68°13'06" W, along said 77.5361 acre tract and Freedom Park, Ph. I, a distance of 595.36 FEET to a found concrete monument being the south corner of Lot 5, Block 1 Summers Flat as per plat recorded in volume 10, page 15 of the Webb County Map Records, Texas, for an exterior corner hereat.

THENCE the following calls along said Summers Flat:

- S 29°48'31" E - 260.00 FEET for an interior corner hereat
- S 62°17'28" W - 80.00 FEET for an interior corner hereat
- S 63°51'52" W - 226.70 FEET to a found CONC. Monument
- S 27°48'52" W - 50.00 FEET being said 77.5361 acre tract, Freedom Park Phase I & Lot 1 Block 1, Summers Flat common boundary line, for an exterior corner hereat.

THENCE, N 40°13'00" W, along said common boundary line, a distance of 278.42 FEET for an exterior corner hereat.

THENCE, N 63°02'57" E, passing a found concrete monument at a distance of 71.75 feet and continuing a total distance of 238.24 FEET to the point of beginning of this 9.11 acre tract of land.



Exhibit "A"

A Tract of land containing 77.5361 acres more or less, situated in Jose Trevino Porcion 31, Abstract 3116 and Antonio Trevino Porcion 32, Abstract 296, Webb County, Texas, being Share "C" of Part B—1 of Share 1 of the Bajo Division of the A.M. Bruni Estate, said Share "C" being shown on Plat recorded in Volume 2, Page 167 of the Webb County Plat Records as containing 81.6 acres but found by actual survey on the ground by C.V. Howland, Jr., Registered Public Surveyor to contain 77.5361 acres and being more particularly described as follows, to-wit:

BEGINNING at a fence corner on the south right-of-way line of Loop 20, the westerly corner of the M.G.Benavides Tract, the most northerly corner of Part B-1 and this tract;

THENCE S. 79°23'19" E. 1,323.43 feet with fence and south line of said M.G. Benavides Tract and north line of Part B-1 to a fence corner, the westerly northwest corner of Part C-1 and the northeast corner of Part B-1 and this tract;

THENCE S. 02°24'04" W. 4220.96 feet with fence and occupied west line of Part C-1 and east line of Part B-1 to a fence corner on the occupied north line of Porcion 33 and south line of Porcion 32, the occupied southwest corner of Part C-1 and southeast corner of Part B-1 and this tract;

THENCE S. 89°44'14" W. 701.21 feet with fence and said occupied Porcion line and south line of Part B-1 to a ½ " steel rod set for the southeast corner of Share "B" and the southwest corner hereof;

THENCE N. 02°22'06" E. 3741.59 feet with the east line of Share "B" to a 1" iron pipe in fence corner, the easterly northeast corner of Share "B" and an interior corner of this tract;

THENCE N. 59°47'00" W. 1084.87 feet with fence and northeast line of Share "B" to a 1" iron pipe in fence corner on the south right-of-way line of Loop 20, the most northerly corner of Share "B" and the most westerly corner hereof;

THENCE N. 63°28' E. 402.47 feet with fence and south right-of-way line of Loop 20 and north line of Part B-1 to the place of beginning.

Exhibit "B"
LESS AND EXCEPT TRACTS

Tract I:

A tract of land originally containing 0.6683 acres, more or less, situated in Porcion No 31, Jose Trevino Original Grantee, Abstract 3116, Webb County, Texas, being part of Share "C" of Part B-1 of Share 1 of the Bajo Division of the A.M. Bruni Estate, said share "C" being shown on a survey plat recorded in Volume 2, Page 167, of the Plat Records of Webb County, Texas; this 0.6683 acre tract is herein more particularly more described by metes and bounds as follows:

Beginning at a concrete monument on the south right-of-way line of loop 20, same being the northeast corner of the Century City Subdivision, a subdivision filed of record in Volume 2A, Page 89, of the Webb County Plat Records;

Thence, N 63 28' 00" E with the south right-of-way line of Loop 20, a distance of 875.92' and S 59 47' 00" E, a distance of 239.15 to a point for the true point of beginning and the most Westerly corner of his tract;

Thence N 63 28' 00" E, a distance of 239.15' to a point for the most Northerly corner hereof;

Thence S 59 47' 00" E, a distance of 80.0' to a point for the most Easterly corner hereof;

Thence S 30 13' 00" W, a distance of 200.0' to a point for the most Southerly corner hereof;

Thence N 59 47' 00" W, a distance of 211.12' to the place of beginning containing 0.6683 acres, more or less.

Tract II:

A Non-Exclusive Easement appurtenant and right of way, upon and across the following described property which adjoins Tract I described herein and being a Tract of Land containing 0.6473 acres, more or less, situated in Porcion 31, Jose Trevino, Original Grantee, Abstract 3116, Webb County, Texas, being Part of Share "C" of Part of B-1 of share 1 The Bajo Division of the A.H. Bruni Estate, said Share "C" of the plat records of Webb County, Texas: This 0.6473 acre tract is herein more particularly described by metes and bounds as follows:

Beginning at a concrete monument on the south right-of-way line of loop 20, same being the northeast corner of the Century City Subdivision, a subdivision filed of record in Volume 2A, Page 89, of the Webb County Plat Records;

Thence, N 63 28' 00" E with the south right-of-way line of Loop 20, a distance of 804.17' to a ½" iron pipe in fence corner for the true point of beginning and the most Westerly corner of this tract;

Thence, N 63 28' 00" E with the south right-of-way line of Loop 20, a distance of 71.75' to a point for the most Northerly corner hereof;

Thence S 59 47' 00" E, a distance of 450.27' to a point for the most Easterly corner hereof;

Thence S 30 13' 00" W, a distance of 60.0' to a point for the most Southerly corner hereof;

Thence N 59 47' 00" W, with the west line of said share "C" and a fence, a distance of 489.62' to the place of beginning containing 0.6473 acres, more or less.

EXHIBIT "B"

PAGE 2 OF 2

Tract III:

A Tract of land containing 5.602 acres, more or less, situated in Porcion 31, Jose Trevino, Original Grantee, Abstract 3116, Webb County, Texas, being part of Share "C" of Part B- 1 of Share 1 of the Bajo Division of the A. M. Bruni Estate, said Share "C" being shown on Plat recorded in Volume 2, Page 167 of the Plat Records of Webb County, Texas; this 5.602 acre tract being more particularly described as follows, to-wit:

BEGINNING at a fence corner on the south right-of-way line of Loop 20, the westerly corner of the M.G. Benavides Tract, the most northerly corner of Part B-1, Share "C", and this tract;

THENCE S. 79°23'19" E. 1,082.59 feet with old 4-wire fence and south line of said M.G. Benavides Tract and north line of Part B-1 and Share "C" to a large round post in fence corner, the northeast corner of this tract;

THENCE S. 17°55'16" W. 29.46 feet with existing 3-wire steel post fence to a large round post, a deflection corner of this tract;

THENCE S. 02°13'19" W. 220.09 feet with existing 3-wire steel post fence to a large round post, a deflection corner of this tract;

THENCE S. 08°58'45" E. 223.00 feet with existing 3-wire steel post fence to a large round post in fence corner, the southeast corner of this tract;

THENCE S. 79°39'44" W. 265.90 feet with existing 3-wire steel post fence to a large round post at deflection in said fence, being the most southerly corner of this tract;

THENCE N. 75°58'33" W. 60.35 feet with existing 3-wire steel post fence to a large round post in fence corner, a deflection corner of this tract;

THENCE N. 47°55'47" W. 118.13 feet with existing 3-wire steel post fence to a large round post in fence corner, the most southerly southwest corner of this tract;

THENCE N. 07°15'56" W. 470.99 feet with existing 3-wire steel post fence to a large round post in fence corner, an interior corner of this tract;

THENCE N. 79°31'34" W. 524.98 feet with existing 4-wire steel post fence to a large round post at deflection in said fence;

THENCE N. 84°23'47" W. 62.32 feet with existing 4-wire steel post fence to a large round post at deflection in said fence;

THENCE N. 78°09'07" W. 50.36 feet with existing 4-wire steel post fence to a large round post at deflection in said fence;

THENCE N. 49°45'08" W. 34.69 feet with existing 4-wire steel post fence to a large round post on the south right-of-way line of Loop 20, the most westerly corner of this tract;

THENCE N. 63°28'00" E. 44.85 feet with said right-of-way line, crossing cattle guard, to the place of beginning.

ZC-18-2010; 9.11 acres located east of Loop 20 and between U.S Highway 359 on the north and North Merida Drive on the southwest



COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.28 acres, as further described by metes and bounds in attached Exhibit "A", located east of Loop 20, south of US Highway 359 and north of North Merida Drive, from R-1 (Single Family Residential 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. ZC-19-2010</p>	
<p>Initiated by: Summers Family Partnership Howland Engineering</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>		
<p>BACKGROUND</p> <p>Council District: I – Mike Garza</p> <p>Proposed use: Commercial</p> <p>Site: The site is currently vacant.</p> <p>Surrounding land uses: The land abutting the property to the north is vacant; Arguindegui Oil Co. and Pump-N-Shop are on the north side of US Highway 359. Also on the north side of US Highway 359, to the northwest of the property are Falcon Bank, EZ Pawn, Valero convenience store, and Whataburger. To the west are Martinez Auto Parts, a car wash, a construction materials yard, Paulita's Restaurant, a single family residence, a mobile home, and vacant land. Located south of the property are Fiesta Ice, the Lamar Bruni Vergara Children's Advocacy Center, apartments, single family residences, a vacant strip mall, and vacant land. On the east are a single family residence and vacant undeveloped land.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 359 and Loop 20 as expressways; North Merida Drive is not identified on the Long Range Thoroughfare Plan.</p> <p>Letters sent to surrounding property owners: 20 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The change is compatible with the surrounding zoning districts to the north and west. The proposed district is consistent with the Comprehensive Plan's retail/office designation for the area. This area is following a pattern of commercial development.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, the predominant land use pattern in this area is commercial.

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

No, there are B-3 zoning districts to the north and east of the site.

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?

Yes, the existing zoning does not allow for commercial uses.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.28 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED EAST OF LOOP 20, SOUTH OF U.S. HIGHWAY 359 AND NORTH OF NORTH MERIDA DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1.28 acres, as further described by metes and bounds in attached Exhibit "A", located east of Loop 20, south of U.S. Highway 359 and north of North Merida Drive, from R-1 (Single Family Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 15, 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 May 17, 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 1.28 acres, as further described by metes and bounds in attached Exhibit "A", located east of Loop 20, south of U.S. Highway 359 and north of North Merida Drive, from R-1 (Single Family Residential District) to B-3 (Community Business District).

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

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

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

RAUL G. SALINAS
MAYOR

ATTEST:

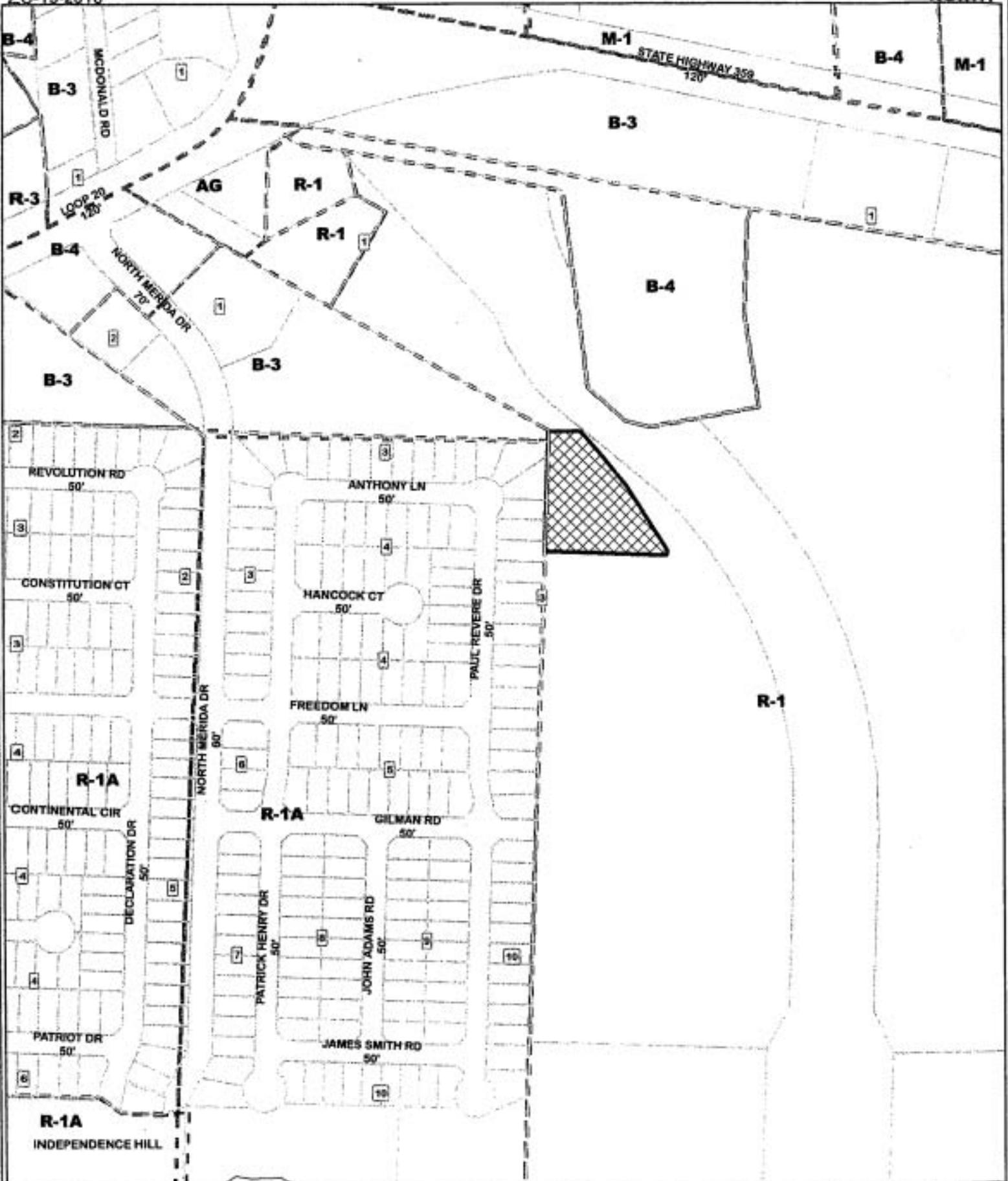
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

1.28 Acres, Abst 296, Parc 32;
East of Paul Revere Dr &
South of Loop 20
ZC-19-2010

Repeal from R-1 (Single Family Residential)
to B-3 (Community Business District)



ZONE DISTRICTS

ZC-19-2010 ZoneDistricts- B/W

1 inch = 295 feet
City of Laredo
Planning Department

Exhibit "A"
LESS AND EXCEPT TRACTS

Tract I:

A tract of land originally containing 0.6683 acres, more or less, situated in Porcion No 31, Jose Trevino Original Grantee, Abstract 3116, Webb County, Texas, being part of Share "C" of Part B-1 of Share 1 of the Bajo Division of the A.M. Bruni Estate, said share "C" being shown on a survey plat recorded in Volume 2, Page 167, of the Plat Records of Webb County, Texas; this 0.6683 acre tract is herein more particularly more described by metes and bounds as follows:

Beginning at a concrete monument on the south right-of-way line of loop 20, same being the northeast corner of the Century City Subdivision, a subdivision filed of record in Volume 2A, Page 89, of the Webb County Plat Records;

Thence, N 63 28' 00" E with the south right-of-way line of Loop 20, a distance of 875.92' and S 59 47' 00" E, a distance of 239.15 to a point for the true point of beginning and the most Westerly corner of his tract;

Thence N 63 28' 00" E, a distance of 239.15' to a point for the most Northerly corner hereof:

Thence S 59 47' 00" E, a distance of 80.0' to a point for the most Easterly corner hereof:

Thence S 30 13' 00" W, a distance of 200.0' to a point for the most Southerly corner hereof:

Thence N 59 47' 00" W, a distance of 211.12' to the place of beginning containing 0.6683 acres, more or less.

Tract II:

A Non-Exclusive Easement appurtenant and right of way, upon and across the following described property which adjoins Tract I described herein and being a Tract of Land containing 0.6473 acres, more or less, situated in Porcion 31, Jose Trevino, Original Grantee, Abstract 3116, Webb County, Texas, being Part of Share "C" of Part of B-1 of share 1 The Bajo Division of the A.H. Bruni Estate, said Share "C" of the plat records of Webb County, Texas: This 0.6473 acre tract is herein more particularly described by metes and bounds as follows:

Beginning at a concrete monument on the south right-of-way line of loop 20, same being the northeast corner of the Century City Subdivision, a subdivision filed of record in Volume 2A, Page 89, of the Webb County Plat Records;

Thence, N 63 28' 00" E with the south right-of-way line of Loop 20, a distance of 804.17' to a ½" iron pipe in fence corner for the true point of beginning and the most Westerly corner of this tract;

Thence, N 63 28' 00" E with the south right-of-way line of Loop 20, a distance of 71.75' to a point for the most Northerly corner hereof;

Thence S 59 47' 00" E, a distance of 450.27' to a point for the most Easterly corner hereof:

Thence S 30 13' 00" W, a distance of 60.0' to a point for the most Southerly corner hereof:

Thence N 59 47' 00" W, with the west line of said share "C" and a fence, a distance of 489.62' to the place of beginning containing 0.6473 acres, more or less.

EXHIBIT "A"
PAGE 2 OF 2
Tract III:

A Tract of land containing 5.602 acres, more or less, situated in Porcion 31, Jose Trevino, Original Grantee, Abstract 3116, Webb County, Texas, being part of Share "C" of Part B- 1 of Share 1 of the Bajo Division of the A. M. Bruni Estate, said Share "C" being shown on Plat recorded in Volume 2, Page 167 of the Plat Records of Webb County, Texas; this 5.602 acre tract being more particularly described as follows, to-wit:

BEGINNING at a fence corner on the south right-of-way line of Loop 20, the westerly corner of the M.G. Benavides Tract, the most northerly corner of Part B-1, Share "C", and this tract;

THENCE S. 79°23'19" E. 1,082.59 feet with old 4-wire fence and south line of said M.G. Benavides Tract and north line of Part B-1 and Share "C" to a large round post in fence corner, the northeast corner of this tract;

THENCE S. 17°55'16" W. 29.46 feet with existing 3-wire steel post fence to a large round post, a deflection corner of this tract;

THENCE S. 02°13'19" W. 220.09 feet with existing 3-wire steel post fence to a large round post, a deflection corner of this tract;

THENCE S. 08°58'45" E. 223.00 feet with existing 3-wire steel post fence to a large round post in fence corner, the southeast corner of this tract;

THENCE S. 79°39'44" W. 265.90 feet with existing 3-wire steel post fence to a large round post at deflection in said fence, being the most southerly corner of this tract;

THENCE N. 75°58'33" W. 60.35 feet with existing 3-wire steel post fence to a large round post in fence corner, a deflection corner of this tract;

THENCE N. 47°55'47" W. 118.13 feet with existing 3-wire steel post fence to a large round post in fence corner, the most southerly southwest corner of this tract;

THENCE N. 07°15'56" W. 470.99 feet with existing 3-wire steel post fence to a large round post in fence corner, an interior corner of this tract;

THENCE N. 79°31'34" W. 524.98 feet with existing 4-wire steel post fence to a large round post at deflection in said fence;

THENCE N. 84°23'47" W. 62.32 feet with existing 4-wire steel post fence to a large round post at deflection in said fence;

THENCE N. 78°09'07" W. 50.36 feet with existing 4-wire steel post fence to a large round post at deflection in said fence;

THENCE N. 49°45'08" W. 34.69 feet with existing 4-wire steel post fence to a large round post on the south right-of-way line of Loop 20, the most westerly corner of this tract;

THENCE N. 63°28'00" E. 44.85 feet with said right-of-way line, crossing cattle guard, to the place of beginning.

ZC-19-2010; 1.28 acres located east of Loop 20 and between U.S. Highway 359 on the north and North Merida Drive on the southwest



COUNCIL COMMUNICATION

IMPACT ANALYSIS

R-1MH (Single Family Manufactured Housing District): The purpose of the R-1MH 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?

Yes, the predominant land use pattern in this immediate area is single family residential (site-built homes).

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

Yes, the surrounding zoning is R-1A on all sides with R-3 down the street.

Will change adversely influence living conditions in the neighborhood?

Yes, the proposed use would be contrary to what currently exists in the neighborhood.

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-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 6, BLOCK 38, LAS AMERICAS SUBDIVISION, LOCATED AT 2216 NAUTLA DRIVE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 6, Block 38, Las Americas Subdivision, located at 2216 Nautla Drive, from R-1A (Single Family Reduced Area District) to R-1MH (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 15, 2010, and,

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

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

WHEREAS, the City Council has held a public hearing on May 17, 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 Lot 6, Block 38, Las Americas Subdivision, located at 2216 Nautla Drive, from R-1A (Single Family Reduced Area District) to R-1MH (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

Rezone from R-1A (Single Family Reduced District) to R-1MH (Single Family Manufactured Housing District)

ZC-07-2010



ZC-07-2010; R-1A to R-1-MH



COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 11 and 12, Block 723, Eastern Division, located at 1301 Chihuahua Street, from B-1 (Limited Commercial District) to B-3 (Community Business District). Staff does not support the application and the Planning & Zoning Commission does not recommend approval of the zone change. ZC-15-2010</p>	
<p>Initiated by: David Martinez</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>		
<p>BACKGROUND</p> <p>Council District: III – Michael Landeck</p> <p>Proposed use: Used Car Lot</p> <p>Site: The site is occupied by a single family residence and apartments.</p> <p>Surrounding land uses: To the north are HEB, Herbario San Antonio, Rio Bravo Enterprises, Wells Fargo Bank, IBC Bank, Peter Piper Pizza, B & F Finance, Burger King, vacant retail, and a vacant lot. To the west are Pocket Wireless, Fast Tax, Perfect Cuts, Noble Finance, Right Cut, and single-family and multi-family residences. Land uses to the south and east of the property are predominantly residential: single- and multi-family residences, the Beverly Condominiums, a manufactured home; also to the east is the law office of Pete Saenz, Jr. The Heights Elementary School and school parking lot are also south of the property.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua and Guadalupe Streets as Industrial Collectors.</p> <p>Letters sent to surrounding property owners: 12 In Favor: 0 Opposed: 4 Opposition by petition: 16</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is not appropriate at this location. While the proposed change is consistent with the Comprehensive Plan’s Retail/Office designation for the area, the proposed use is not consistent with existing uses in the surrounding neighborhood to the south which are predominantly residential.</p>		
<p>P&Z COMMISSION RECOMMENDATION:</p> <p>The P & Z Commission, in a 7 to 0 vote, recommended denial of the zone change.</p>		<p>STAFF RECOMMENDATION:</p> <p>Staff does not support the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, the established land use pattern south of Chihuahua Street is primarily single-family residential in nature. The pattern of B-3 along the Guadalupe Street corridor was established prior to the conversion of Chihuahua Street into the eastbound industrial collector for US Highway 83 in this area.

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

Yes. The zoning districts south of Chihuahua Street are predominantly a mix of single family, multi-family, and residential/office.

Will change adversely influence living conditions in the neighborhood?

Yes.

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

No, the existing zoning district allows for commercial uses.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 11 AND 12, BLOCK 723, EASTERN DIVISION, LOCATED AT 1301 CHIHUAHUA STREET, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 11 and 12, Block 723, Eastern Division, located at 1301 Chihuahua Street, 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 15, 2010; and,

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

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

WHEREAS, the City Council has held a public hearing on May 17, 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 Lots 11 and 12, Block 723, Eastern Division, located at 1301 Chihuahua Street, 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

Rezone B-1 (Limited Commercial District) to B-3 (Community Business District)

ZC-15-2010

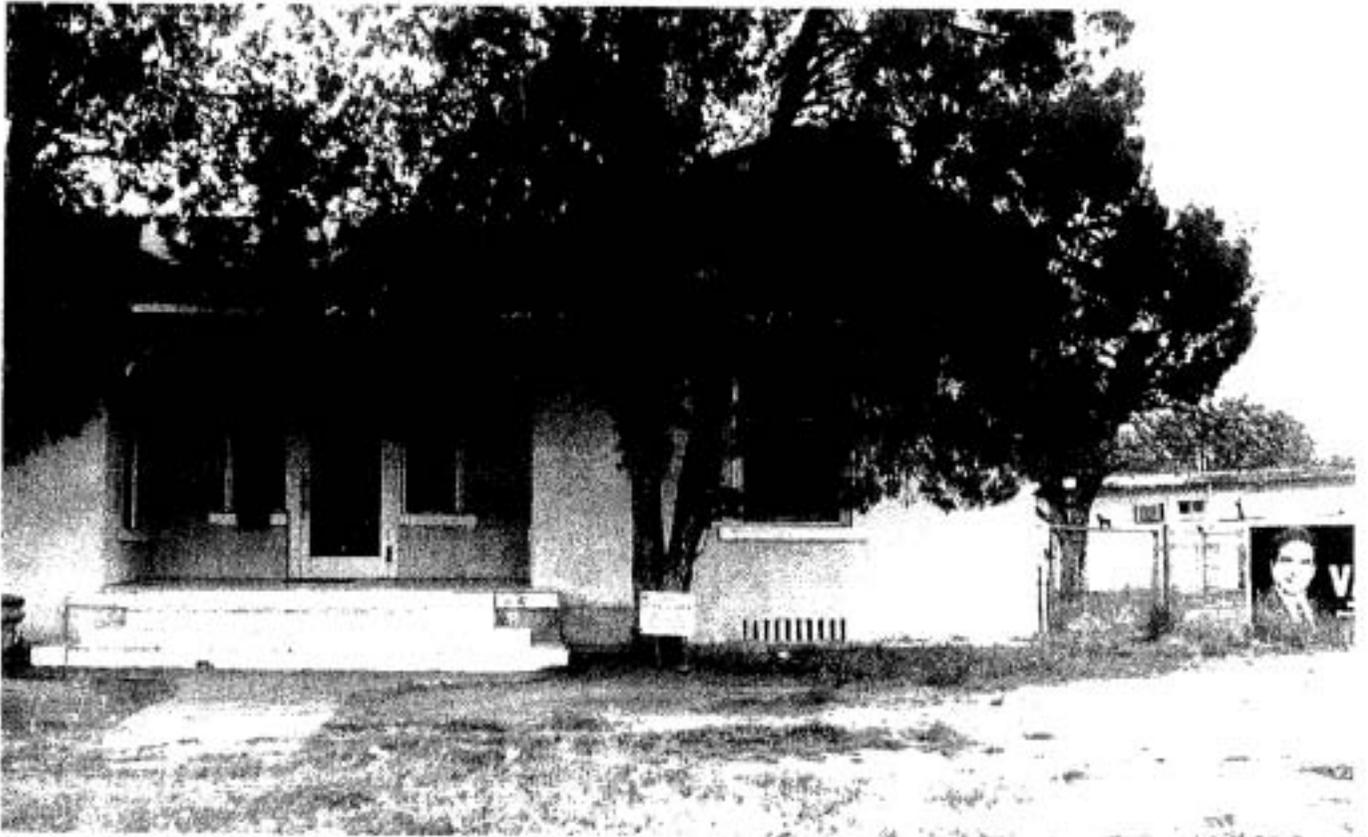


ZONE DISTRICTS

ZC-15-2010 ZoneDistricts- B/W

1 inch = 100 feet
City of Laredo
Planning Department

1301 Chihuahua Street
ZC-15-2010



1301 Chihuahua Street
ZC-15-2010



COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1-I, Block 1, Jacaman Ranch, Unit I, located at 6316 Krone Lane, from B-3 (Community Business District) to B-4 (Highway Commercial District); Providing for publication and effective date. Staff does not support the application and the Planning & Zoning Commission has recommended approval of the zone change.</p> <p align="right">ZC-55-2009</p>	
<p>Initiated by: Daniel Sarmiento</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>		
<p>BACKGROUND</p> <p>Council District: V – Johnny Rendon</p> <p>Proposed use: Commercial</p> <p>Site: The site is occupied by Builders Outlet.</p> <p>Surrounding land uses: To the north are Apply-TEK, Foam Systems, IYCC.net, Chavarria’s Plumbing, and vacant land. To the east lies vacant land. To the south and west is vacant land.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Krone Lane.</p> <p>Letters sent to surrounding property owners: 4 In Favor: 0 Opposed: 1</p>		
<p>STAFF COMMENTS</p> <p>Staff does not support the proposed zone change. The site does not meet the location requirements for a B-4 district. It is not located along a principal (major) arterial street or a freeway, as classified in the Transportation Plan of the City of Laredo.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 6 to 1 vote, recommended approval of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff <u>does not support</u> the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes. The site directly abuts a B-3 district to the north and east.

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

Yes. The nearest B-4 district is along the proposed extension of Bartlett Avenue.

Will change adversely influence living conditions in the neighborhood?

There are no neighborhoods in the vicinity.

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

No, the current zoning allows for sufficient commercial uses.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1-I, BLOCK 1, JACAMAN RANCH, UNIT I, LOCATED AT 6316 KRONE LANE, 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 Lot 1-I, Block 1, Jacaman Ranch, Unit I, located at 6316 Krone Lane, 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 April 15, 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 May 17, 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 Lot 1-I, Block 1, Jacaman Ranch, Unit I, located at 6316 Krone Lane, 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

Rezone from B-3 (Community Business District) to B-4 (Highway Commercial District)

ZC-55-2009

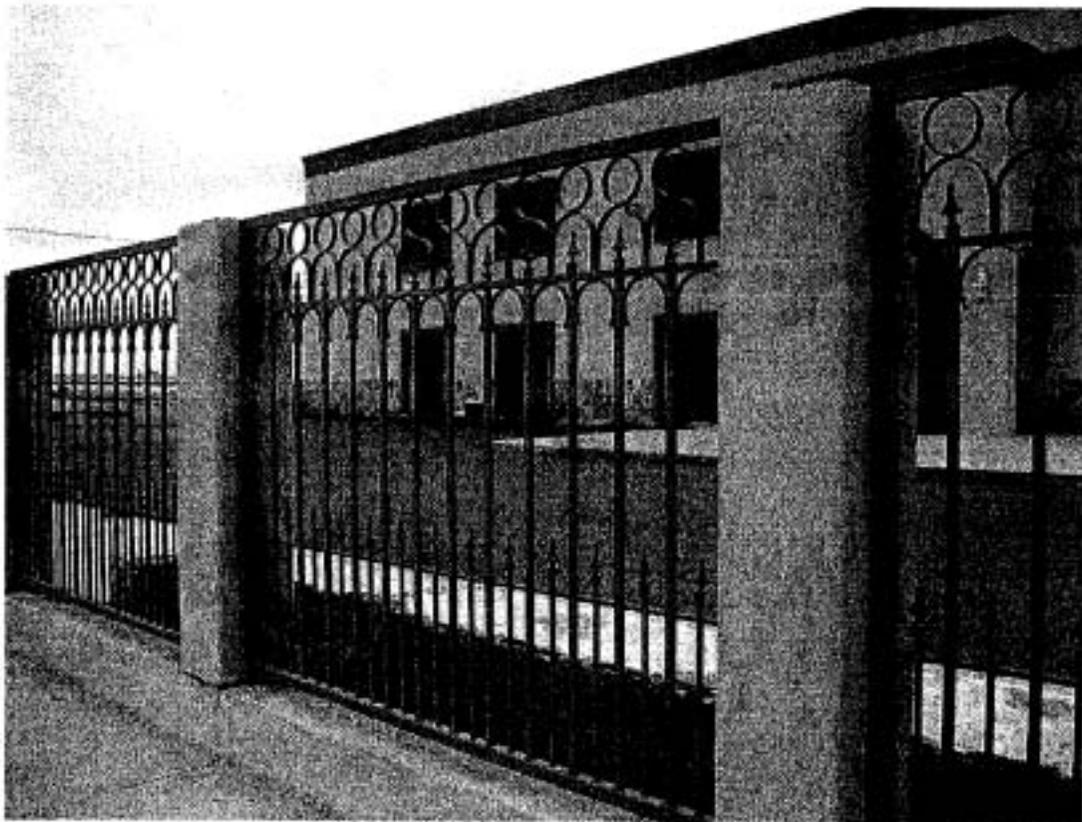


ZONE DISTRICTS

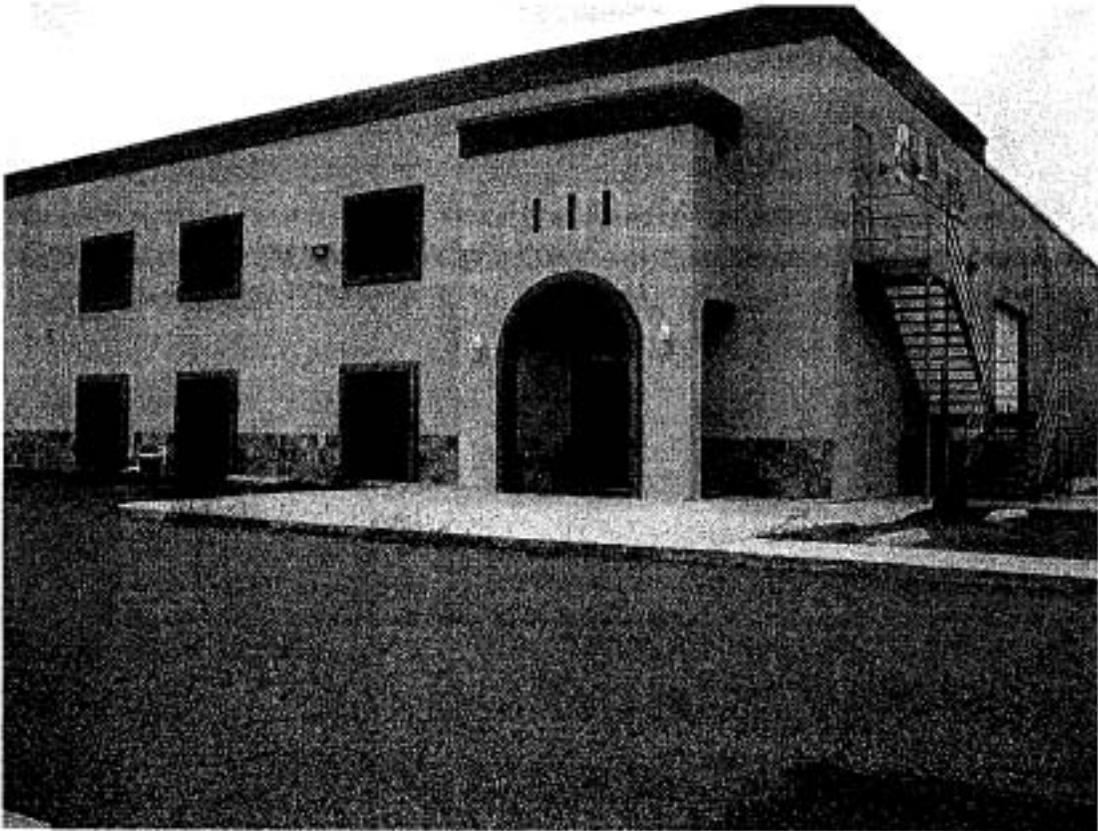
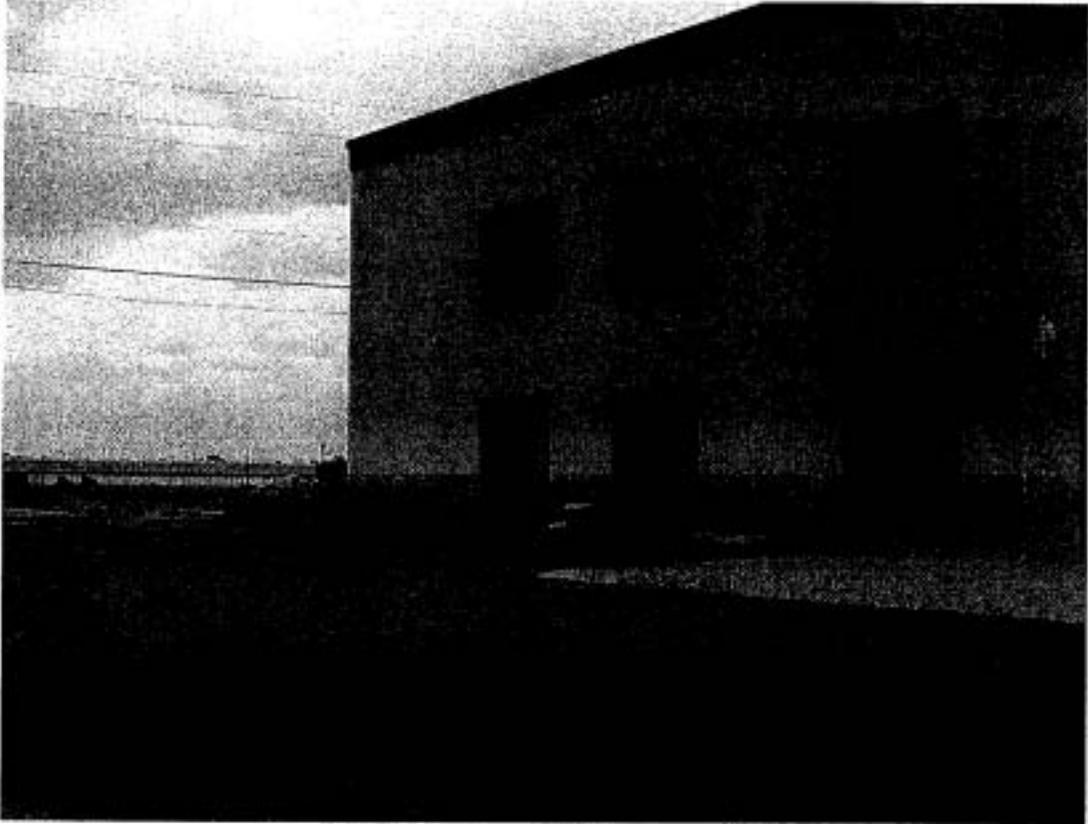
 ZC-55-2009  Zone Districts

1 inch equals 355 feet
 City of Laredo
 GIS Division

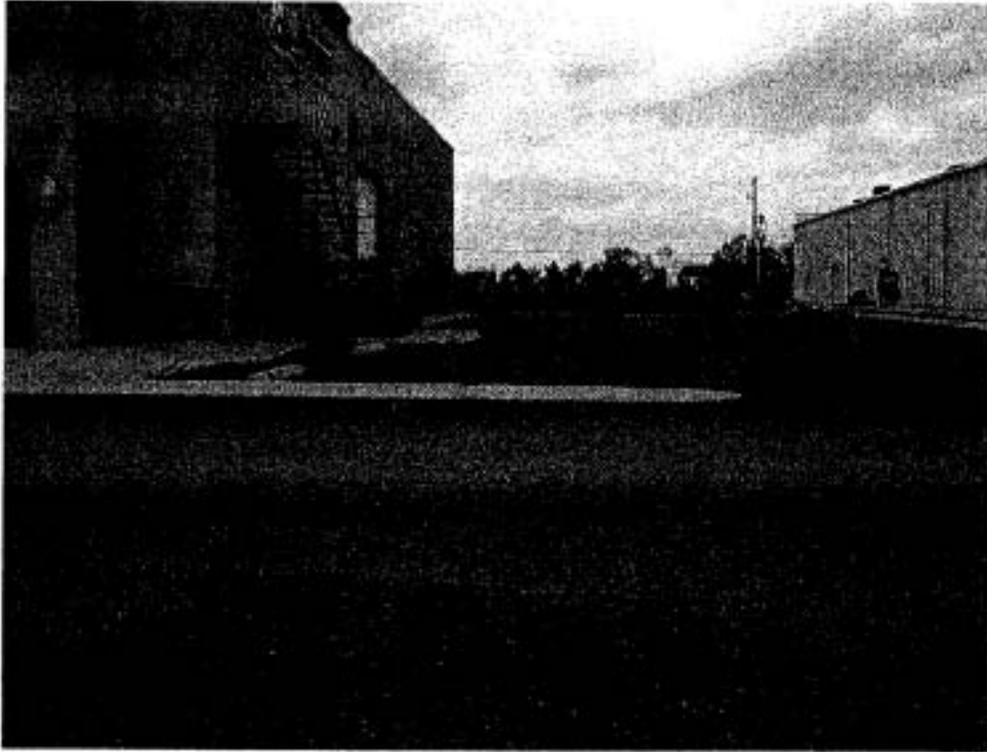
6316 Krone Lane
ZC-55-09



6316 Krone Lane
ZC-55-09



6316 Krone Lane
ZC-55-09



COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an amusement redemption machine establishment on All the Lots of Blocks 1024, 1024A, and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E3 and E4; Providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommends approval of the Conditional Use Permit. ZC-03-2010</p>	
<p>Initiated by: The HARECO 1313 Ltd. George L. Hachar</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was tabled by Jose A. Valdez, Jr. at the meeting of April 19, 2010.</p>		
<p>BACKGROUND Council District: VII – Jose A. Valdez, Jr. Proposed use: Amusement Redemption Machines Site: The site is occupied by a commercial strip mall with the following businesses: TKO, MG Income Tax Office, Automotive Finishes, 12 & 12 Club, Family Beauty Salon, Kanton Chinese Food, Tortamex, Western Union, Lobo Wireless, and La Roca Restaurant. Surrounding land uses: To the north lie a strip mall with Kike’s Meat Market Too, Karat Gold, and Paris Hair Couture; single-family residential housing; Tiny Team Daycare II; a vacant lot; and Gonzalez Auto Parts. To the east are Dairy Queen, Las Palmas Inn, Siesta Motel, O’Reilly Auto Parts, and a vacant commercial building. To the south are the Golden Corn, a beer run drive-thru, The Tint Shop, Vega’s Custom Design Furniture, Julio’s Sport’s Bar, apartments, and single-family housing. To the west lie single-family homes, apartments, manufactured housing units, Detalles Invitations, an auto sales compound, a vacant compound, and Johnny Castillo Wrecker and Paint and Body Shop. Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office. Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo Avenue as a Major Collector. Letters sent to surrounding property owners: 34 In Favor: 3 Opposed: 3</p>		
<p>STAFF COMMENTS Staff supports the proposed Conditional Use Permit at this location and recommends the following provisions be attached to the issuance of a CUP. <p align="right">(Continued on next page)</p> </p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 5 to 1 vote, recommended approval of the Conditional Use Permit.</p>		<p>STAFF RECOMMENDATION: Staff supports the Conditional Use Permit.</p>

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The C.U.P. shall be issued to the HARECO 1313 Ltd. and George L. Hachar, 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. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. Outdoor music and/or speakers are prohibited.
10. The C.U.P. shall be issued for one year from date of issuance.
11. The sale and consumption of alcohol on premises is prohibited.
12. The use will be restricted to 1600 square feet (gross) and 1,100 square feet (net/usable) in the East ½ of Suite E3 and ½ of Suite E4.
13. The hours of operation shall be 10 a.m. to 2 a.m.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON ALL THE LOTS OF BLOCKS 1024, 1024A, AND 1025, WESTERN DIVISION, LOCATED AT 4100 SAN BERNARDO AVENUE, SUITES E-1, 2, 3, AND 4; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on All the Lots of Blocks 1024, 1024A, and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E-1, 2, 3, and 4; 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 May 17, 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 an amusement redemption machine establishment on All the Lots of Blocks 1024, 1024A, and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E-1, 2, 3, and 4.

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 the HARECO 1313 Ltd. and George L. Hachar, 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. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. Outdoor music and/or speakers are prohibited.
10. The C.U.P. shall be issued for one year from date of issuance.
11. The sale and consumption of alcohol on premises is prohibited.
12. The use will be restricted to 1600 square feet (gross) and 1,100 square feet (net/usable) in the East ½ of Suite E3 and ½ of Suite E4.
13. The hours of operation shall be 10 a.m. to 2 a.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:

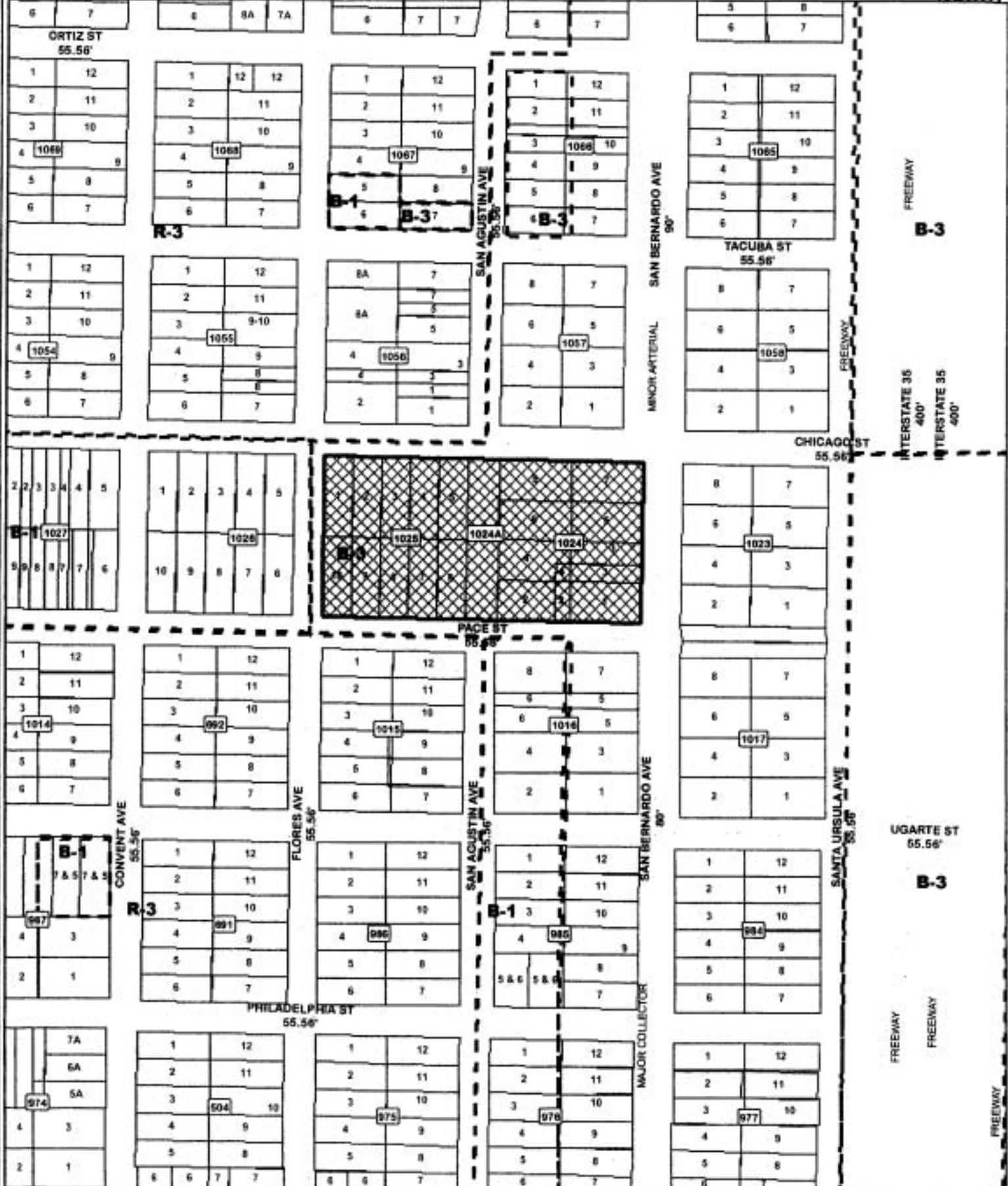
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY



ZC-03-2010



1 inch = 219 feet
 City of Laredo
 GIS Division

HARECO 1313 LTD.
4100 SAN BERNARDO AVENUE SUITE E 7
LAREDO, TEXAS, 78041
TEL: 956-791-0140 FAX: 956-723-1500
EMAIL: ghachar@sbcglobal.net
03-22-10

City of Laredo
Planning and Zoning
1120 San Bernardo Avenue
Laredo, Texas, 78042-0579

Fax: 956-794-1624

Block 1024/25 WD

Area: E ½ of 3 & ½ of 4

Attn: Mrs. Susana Ramos

Please present this to the Planning & Zoning Committee:

We wish to obtain a Conditional Use Permit for the purpose of having a Amusement Redemption center that will be freestanding. This area has its own entrance, exit and bathroom facility . The unit suare footage is gross 1,600 with 1,100 being usable. It will hire eight (8) people and will be open from 10A.M. Until 10:PM.

Should you need any additional information please contact me at 237-5946.

Thanks.

Exhibit "A"

HARECO 1313 LTD.
4100 SAN BERNARDO AVENUE SUITE E 7
LAREDO, TEXAS, 78041
TEL: 956-791-0140 FAX: 956-723-1500
EMAIL: ghachar@sbcglobal.net
01-27-10

Conditional Use Permit Request

Trees and Shrubs

Trees

30' of Street Frontage = one (1) tree

San Bernardo frontage	138'
Chicago	276'
Flores	276'
Pace	552'

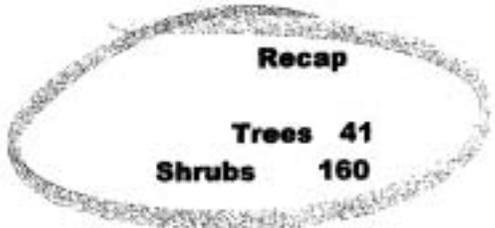
Total 1242' +/- 30 = 41 Trees

Shrubs

#trees 41 X 4 == 160 Shrubs

Recap

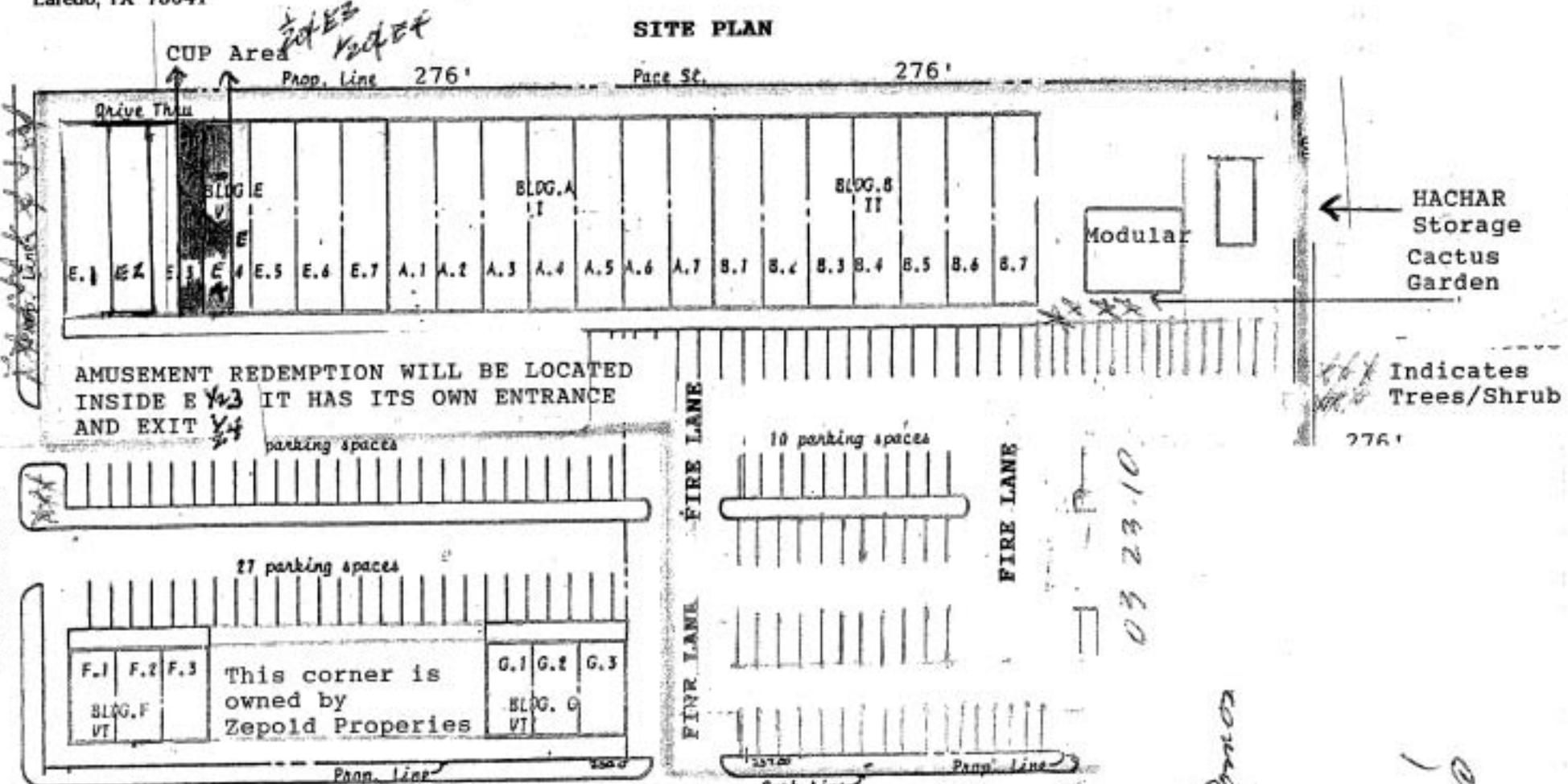
Trees 41
Shrubs 160



Grd. 1: + "A" (cont.)

nachar
 4100 San Bernardos #7
 Laredo, TX 78041

SITE PLAN



AMUSEMENT REDEMPTION WILL BE LOCATED INSIDE E 43 IT HAS ITS OWN ENTRANCE AND EXIT

Indicates Trees/Shrub

03 23 10

ALL OF BLOCK 1024, ED CITY OF LAREDO
 ALL OF BLOCK 1025, ED CITY OF LAREDO
 ALL OF THAT PORTION OF SAN AGUSTIN STREET BETWEEN PACE AVENUE AND CHICAGO AVENUE LYING

CHICAGO ST.
 EXHIBIT "B" TO DECLARATION OF CONDOMINIUMS FOR LAS PALMAS SHOPPING CENTER
 DATED _____ 19____

276'
 BLDG. A.1-A.7 & B.1-1
 BLDG. C.1-C.3 20x31
 BLDG. D.1-D.7 20x31
 BLDG. E.1-E.7 20x30
 BLDG. F,G & H 20x40
 C-4 40x10

*City of Laredo
 Planning Dept
 att: Susana S. Ramos
 FY 194-1624
 1/2 of 3
 1/2 of 4*

4100 San Bernardo Avenue
ZC-03-10



4100 San Bernardo Avenue
ZC-03-10



COUNCIL COMMUNICATION

<p>Date: 05/17/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, CFM Subdivision, located at 20951 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. ZC-014-2010</p>	
<p>Initiated by: Carlos Fernández Daniel Gómez, PE</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>		
<p>BACKGROUND</p> <p>Council District: VII – Jose A. Valdez, Jr.</p> <p>Proposed use: Industrial</p> <p>Site: Industrial</p> <p>Surrounding land uses: The tract is occupied by R & A Carriers, Inc. To the east is Bennett Motor Express; adjacent land west, north and south of the tract is vacant and undeveloped.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Warehouse/Light Industrial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an expressway.</p> <p>Letters sent to surrounding property owners: 11 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The proposed change is consistent with the Comprehensive Plan's Warehouse/Light Industrial designation for the area. The proposed use is compatible with existing uses in the surrounding area.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>		<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

M-1 (Light Manufacturing District): The purpose of the M-1 District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?

No, the established land use pattern is primarily industrial in nature.

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

Yes, at present the adjacent zoning is AG (Agricultural District). However, along FM 1472 to the southeast, there are large tracts zoned M-1.

Will change adversely influence living conditions in the neighborhood?

No. There are no neighborhoods in the vicinity.

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

Yes, the existing zoning district does not allow for industrial uses.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, CFM SUBDIVISION, LOCATED AT 20951 FM 1472, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, CFM Subdivision, located at 20951 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing 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 15, 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 May 17, 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 Lot 1, Block 1, CFM Subdivision, located at 20951 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing 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

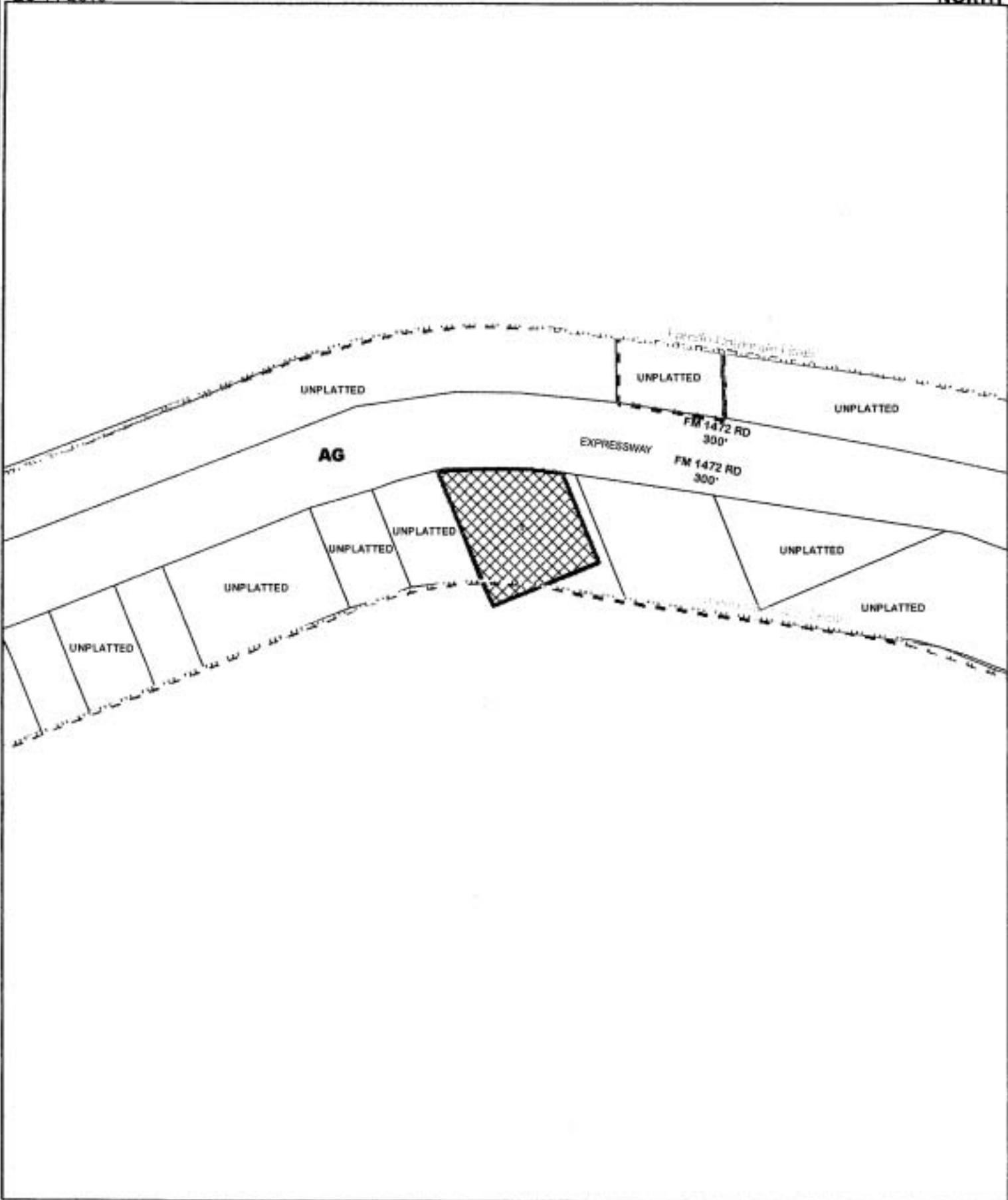
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

Rezone AG (Agricultural District to M-1 (Light Manufacturing District)



ZC-14-2010



ZONE DISTRICTS

ZC-14-2010 ZoneDistricts- B/W

1 inch = 500 feet
City of Laredo
Planning Department

ZC-14-2010; Lot 1, Block 1, CFM Subdivision, 209.1 FM 1472
AG to M-1



COUNCIL COMMUNICATION

<p>Date: 05/17/20</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a consignment shop on Lot 1, Block 46 Western Division, located at 603 Flores, Suite #2; providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the Conditional Use Permit. ZC-20-2010</p>	
<p>Initiated by: Maria de Jesus Guerra</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</p>		
<p>BACKGROUND Council District: VIII – Cynthia Liendo Espinoza Proposed use: Consignment Shop Site: The site is occupied by a commercial building with the following businesses: used clothing boutique, Lindsey Boutique, and two t-shirt shops. Surrounding land uses: To the north are Hamilton Jewelry, La Chacharitas, EZ Pawn, Central Loan Co., parking lot, Texas Restaurant Mexican Food, Laredo Police Department Downtown Substation, Subway Sandwiches, HEB; to the northwest are TD Toys, Bona, Anika, Pen World Inc., Festival Shoes, Gran Mercado. To the west are Sanborns, Dollar Tree, BB Toys, Payless Shoes, Vogue, Siros, L.A. Dollar, Los Angeles; to the southwest are the Fashion Outlet, Tabrizi Boutique, The Boutique, Discount Uniforms, YM Trading, vacant commercial, Samsons, Casa Family Footwear, Nissi Boutique new and resale clothing, Antojitos Restaurant (vacant), International Bargain Wholesale, Fashion Jin, CCECORIO. To the south is the Webb County Heritage Foundation, the Laredo Center for the Arts (LCA), public restrooms (closed), the LCA Bookstore, LCA Classrooms, and the Hotdog Express. To the southeast are the Laredo Convention and Visitors Bureau, parking, the 66 Club, Mami-tas Café (vacant), Tios Sports Bar; to the east are the Bethany House Vintage Store, a vacant restaurant and parking lot. To the northeast is BBVA Compass Bank and bank parking. Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office. Transportation Plan: The Long Range Thoroughfare Plan does not identify either Flores Avenue or Hidalgo Street. Letters sent to surrounding property owners: 12 In Favor: 0 Opposed: 0</p>		
<p>STAFF COMMENTS Staff supports the proposed Conditional Use Permit at this location. (Continued on next page)</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the Conditional Use Permit.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed Conditional Use Permit.</p>	

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The C.U.P. shall be issued to Maria de Jesus Guerra, and is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that which is allowed in the CBD District.
5. Hours of operation shall be 9:00 AM through 7:00 PM, Monday through Saturday.
6. No merchandise shall be located or displayed on the sidewalk; the sidewalk must remain clear at all times, as per the City of Laredo *Code of Ordinances* Section 28-100 (a).

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A CONSIGNMENT SHOP ON LOT 1, BLOCK 46, WESTERN DIVISION, LOCATED AT 603 FLORES STREET, SUITE #2; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a consignment shop on Lot 1, Block 46, Western Division, located at 603 Flores Street, Suite #2; 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 15, 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 May 17, 2010, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a consignment shop on Lot 1, Block 46, Western Division, located at 603 Flores Street, Suite #2.

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 Maria de Jesus Guerra, and is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.

3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that which is allowed in the CBD district.
5. Hours of operation shall be 9:00 AM through 7:00 PM, Monday through Saturday.
6. No merchandise shall be located or displayed on the sidewalk; the sidewalk must remain clear at all times, as per the City of Laredo *Code of Ordinances* Section 28-100 (a).

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.

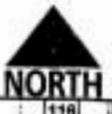
RAUL G. SALINAS
MAYOR

ATTEST:

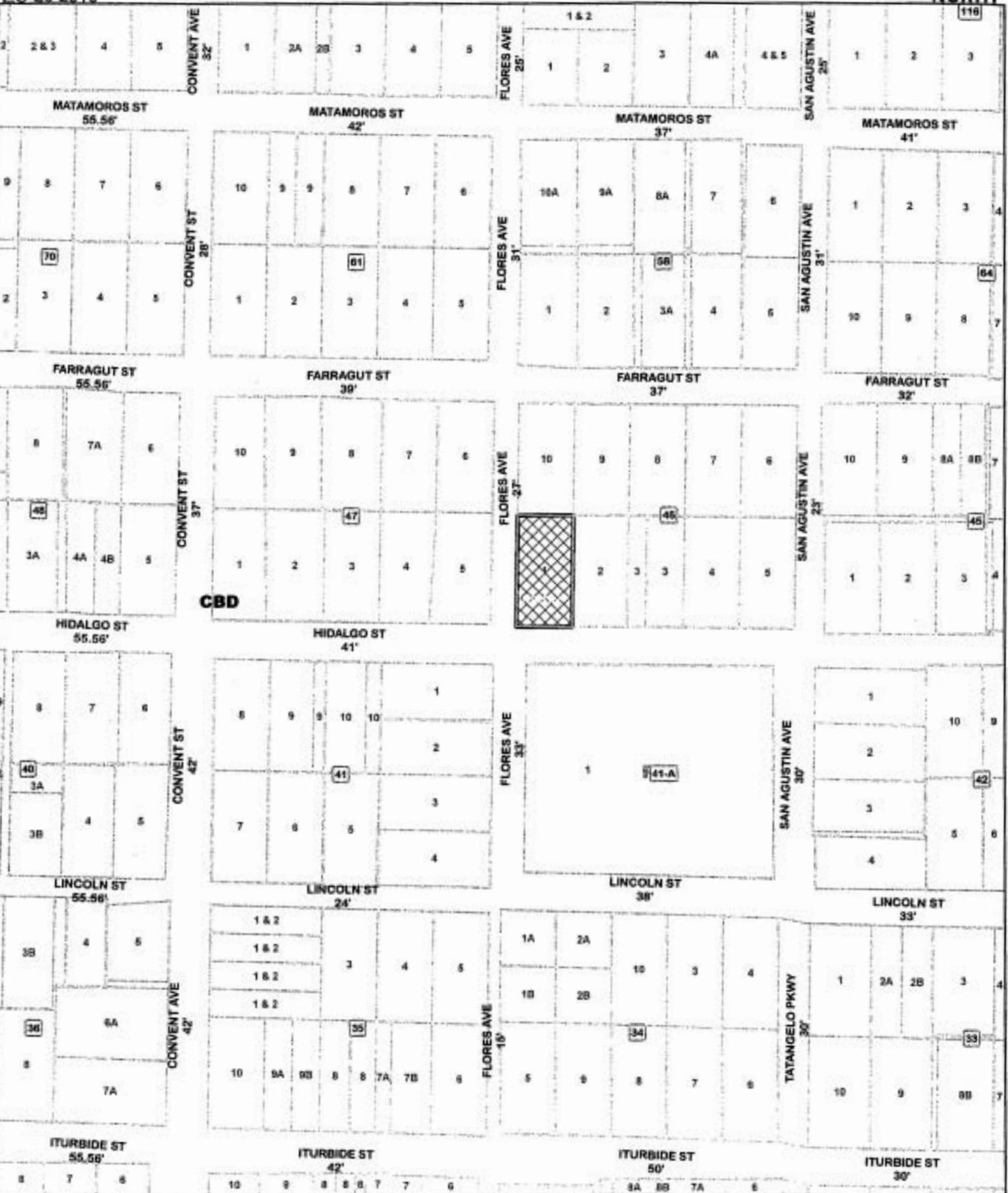
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY



ZC-20-2010



ZONE DISTRICTS

ZC-20-2010, ZoneDistricts- B/W

1 inch = 125 feet
City of Laredo
Planning Department

Maria de Jesus Guerra
603 Flores Suite 2
Laredo, Texas 78041

To whom it may concern:

A retail store with new and pre-owned clothing (on consignment) for all family members.

No employees, only myself.

Schedule: Monday – Saturday
9am to 7pm



April 5, 2010

Exhibit "A"

SITE PLAN



FARRAGUT

FLORES

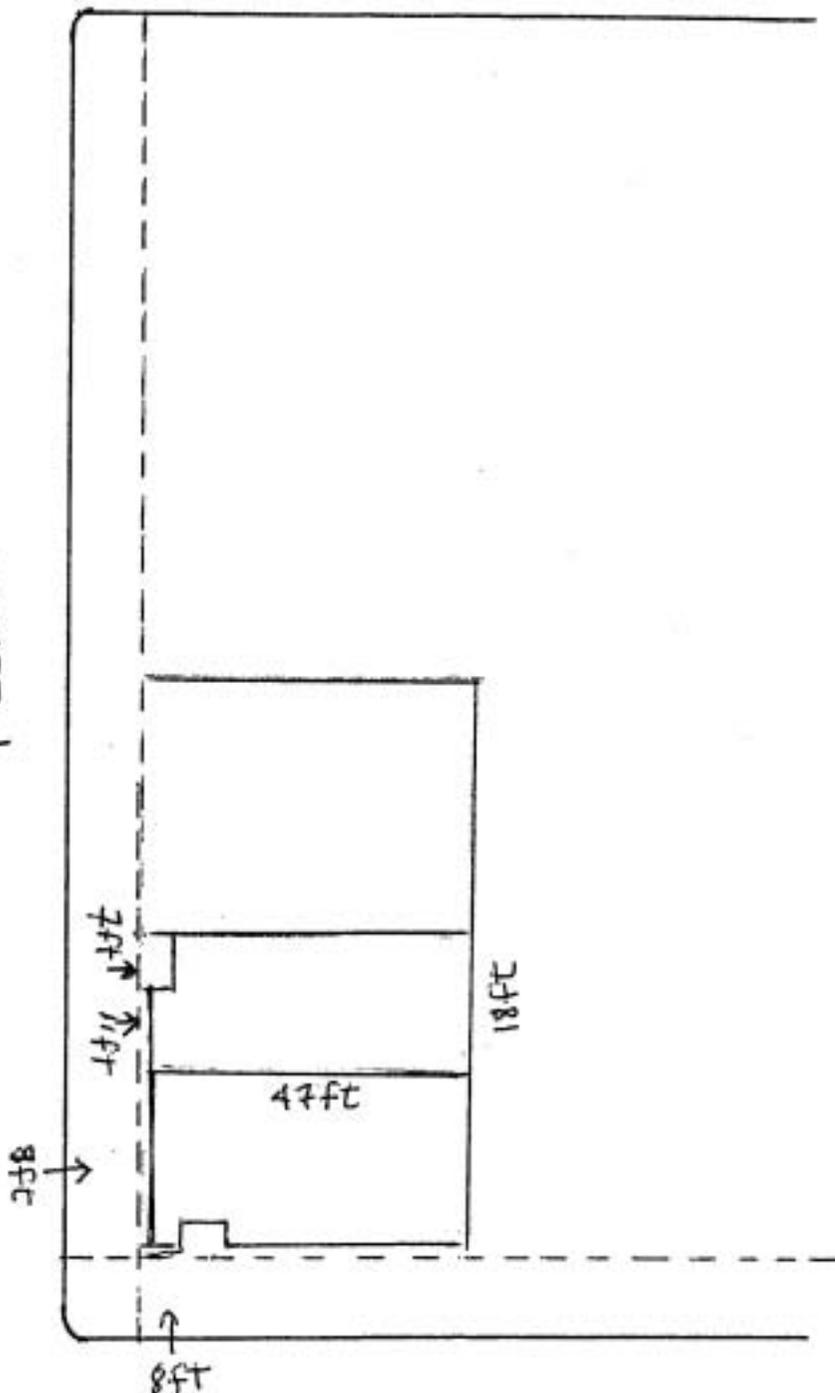
ADDRESS: 603 FLORES St 2

LEGAL DESCRIPTION:

LOT 1

Block 46 WD

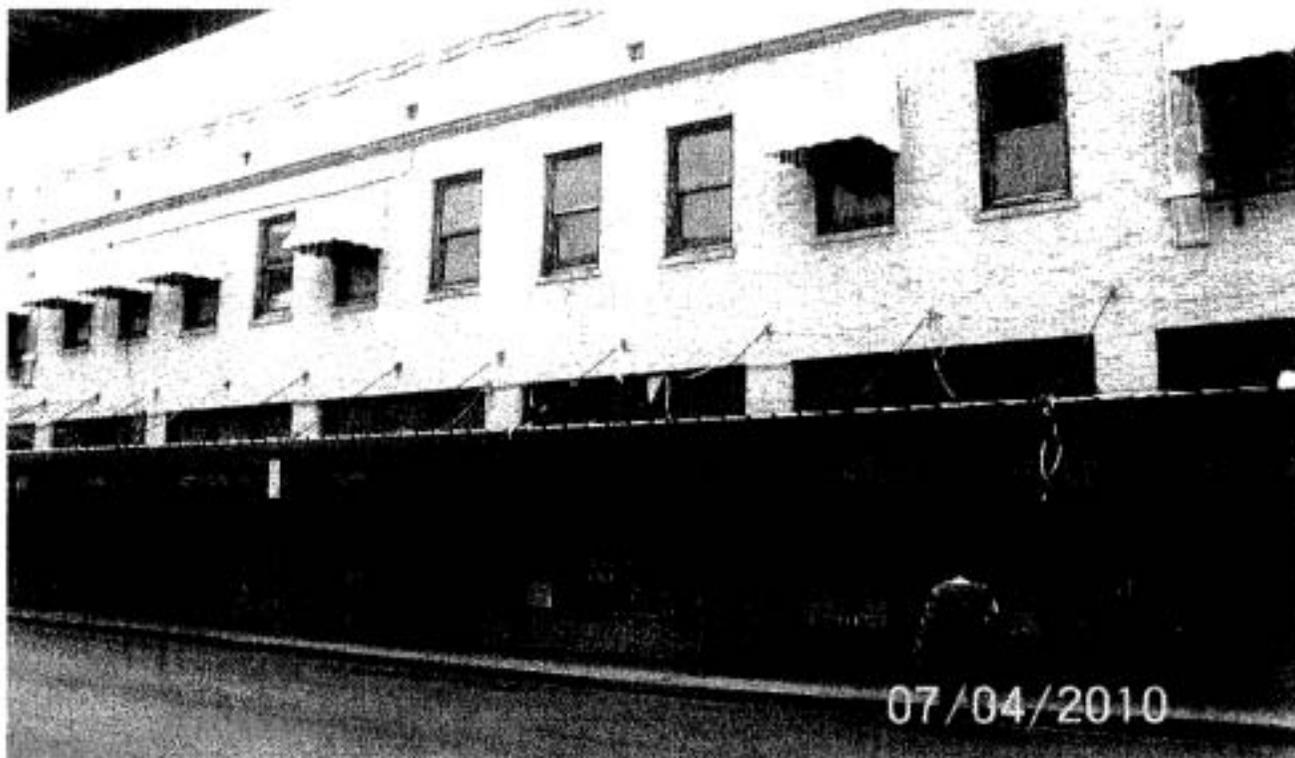
WESTERN DIVISION



HIDALGO

Exhibit "B"

2-20-2010; 603 Flores Street, Suite #2
C.U.P.



LC-20-2010; 603 Flores Street, Suite #2
C.U.P.



COUNCIL COMMUNICATION

DATE: 05/17/10	SUBJECT: Final Reading of Ordinance 2010-O-062 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:

	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	

RECOMMENDATION:
Staff recommends City Council pass and approve this Ordinance.

Ordinance No. 2010-O-062

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 17, 2010	SUBJECT: Final Reading 2010-O-063 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="0" 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: 30%; 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: center;">-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: center;">-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																														

FINAL READING 2010-O-063

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:

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 05-17-2010	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-064 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.	
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: 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. 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. 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.		
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. 2010-O-064

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

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON ALL THE LOTS OF BLOCKS 1024, 1024A, AND 1025, WESTERN DIVISION, LOCATED AT 4100 SAN BERNARDO AVENUE, SUITES E-1, 2, 3, AND 4; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an amusement redemption machine establishment on All the Lots of Blocks 1024, 1024A, and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E-1, 2, 3, and 4; 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 May 17, 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 an amusement redemption machine establishment on All the Lots of Blocks 1024, 1024A, and 1025, Western Division, located at 4100 San Bernardo Avenue, Suites E-1, 2, 3, and 4.

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 the HARECO 1313 Ltd. and George L. Hachar, 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. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. Outdoor music and/or speakers are prohibited.
10. The C.U.P. shall be issued for one year from date of issuance.
11. The sale and consumption of alcohol on premises is prohibited.
12. The use will be restricted to 1600 square feet (gross) and 1,100 square feet (net/usable) in the East ½ of Suite E3 and ½ of Suite E4.
13. The hours of operation shall be 10 a.m. to 2 a.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:

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The C.U.P. shall be issued to the HARECO 1313 Ltd. and George L. Hachar, 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. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof for all purposes.
4. Provide parking spaces in compliance with the Laredo Land Development Code.
5. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
6. Signage will be limited to that which is allowed in a B-3 district.
7. Banners and window signs are prohibited.
8. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
9. Outdoor music and/or speakers are prohibited.
10. The C.U.P. shall be issued for one year from date of issuance.
11. The sale and consumption of alcohol on premises is prohibited.
12. The use will be restricted to 1600 square feet (gross) and 1,100 square feet (net/usable) in the East ½ of Suite E3 and ½ of Suite E4.
13. The hours of operation shall be 10 a.m. to 2 a.m.

- 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

DATE: 05/17/2010	SUBJECT: RESOLUTION NO. 2009 – R – 038 A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE REPEAL OF EXISTING RESIDENTIAL PERMIT PARKING RESTRICTIONS ESTABLISHED FOR THE NEIGHBORHOODS ADJACENT TO SHILOH DRIVE, NORTH OF THE FORMER UNITED HIGH SCHOOL.
INITIATED BY : Carlos Villarreal - City Manager	STAFF SOURCE: Jesus Olivares – Assistant City Manager, Acting Transportation Director Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager
PREVIOUS COUNCIL ACTION: Council previously approved Resolution 2004-R-131, the establishment of a residential parking permit area for the existing streets north and south of Shiloh Ave., located within close proximity to United High School.	
BACKGROUND: <p>In 2004, The City Council adopted by Ordinance guidelines for the consideration of residential parking permit restrictions for neighborhoods affected by long term parking of motor vehicles on streets by non-residents who do not visit or conduct business with residents; and by virtue of Resolution 2004-R-131, Council previously approved the establishment of a residential parking permit area for the existing streets north and south of Shiloh Drive, located within close proximity to United High School; and since the relocation of United High School from 8800 McPherson Road, previously affected Shiloh Drive neighborhoods are no longer affected by the adverse effects from motor vehicle congestion, pursuant to Chapter 19, Section 610, City of Laredo Code Ordinances, the Shiloh Drive Neighborhoods, North of the Former United High School, no longer meet the criteria for preferential residential parking.</p> <p>The Traffic Safety Division visited this area on several occasions during school days and verified that no major parking problems remained on these streets as a result of school traffic.</p> <p>The Traffic Safety Manager recommends that the City Council repeal the existing permit parking restrictions for the Shiloh neighborhoods currently in place including the removal of the appropriate signs in the area.</p>	
FINANCIAL IMPACT: None.	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends approval of this resolution.

RESOLUTION NO. 2010-R-038

A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE REPEAL OF EXISTING RESIDENTIAL PERMIT PARKING RESTRICTIONS ESTABLISHED FOR THE NEIGHBORHOODS ADJACENT TO SHILOH DRIVE, NORTH OF THE FORMER UNITED HIGH SCHOOL.

WHEREAS, City Council adopted by Ordinance guidelines for the consideration of residential parking permit restrictions for neighborhoods affected by long term parking of motor vehicles on streets by non-residents who do not visit or conduct business with residents; and

WHEREAS, by virtue of Resolution 2004-R-131, Council previously approved the establishment of a residential parking permit area for the existing streets north and south of Shiloh Drive, located within close proximity to United High School; and

WHEREAS, since the relocation of United High School from 8800 McPherson Road, previously affected Shiloh Drive neighborhoods are no longer affected by the adverse effects from motor vehicle congestion; and

WHEREAS, pursuant to Chapter 19, Section 610, City of Laredo Code Ordinances, the Shiloh Drive Neighborhoods, North of the Former United High School, no longer meet the criteria for preferential residential parking; and

WHEREAS, the Traffic Safety Division visited this area on several occasions during school days and verified that no major parking problems remained on these streets as a result of school traffic; and

WHEREAS, the Traffic Safety Manager recommends that the City Council repeal the existing permit parking restrictions for the Shiloh neighborhoods currently in place including the removal of the appropriate signs in the area.

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

Section 1. The Shiloh area neighborhood, north of the adjacent, former United High School campus, shall no longer be designated as a Residential Permit Parking Area so that all former parking restrictions are hereby repealed.

Section 2. The Traffic Safety Division is authorized and directed to remove the appropriate signs to effectuate this Resolution.

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

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: 
**KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: 05/17 /2010	SUBJECT: RESOLUTION 2010-R-041 A RESOLUTION OF THE CITY OF LAREDO, TEXAS DETERMINING THAT PETER VENEGAS INC. (SOUTH TEXAS WASTE SYSTEMS) A LOCAL BIDDER PROVIDES THE BEST COMBINATION OF CONTRACT PRICE AND ADDITIONAL ECONOMIC DEVELOPMENT OPPORTUNITIES IN ACCORDANCE WITH SECTION 271.9051(b)(2) OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CONTRACT FOR PORTABLE RESTROOM SERVICES (BID FY10-049).									
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Francisco Meza, Purchasing Agent									
PREVIOUS COUNCIL ACTION: None.										
<p>BACKGROUND: The City received three bids for awarding an annual contract for portable toilet rental. The term of this contract will be for a one year period with an option to renew this contract for an additional one year period. The low bidder is Anrige, Inc.,DBA/A Clean Portoco, whose corporate office is located in Harlingen, Texas. Peter Venegas Inc., (South Texas Waste Systems) is a local company and whose bid is within 5% of the lowest bid and the City Council may choose to award this contract to the local bidder.</p> <table border="0" data-bbox="162 892 812 1197"> <thead> <tr> <th style="text-align: left;">Company Name</th> <th style="text-align: left;">Est. total amount</th> </tr> </thead> <tbody> <tr> <td>A Clean Portoco</td> <td>\$46,530.00</td> </tr> <tr> <td>Peter Venegas Inc. South Texas Waste Systems</td> <td>\$48,480.00</td> </tr> <tr> <td>Laredo Waste Management</td> <td>\$90,000.00</td> </tr> </tbody> </table>			Company Name	Est. total amount	A Clean Portoco	\$46,530.00	Peter Venegas Inc. South Texas Waste Systems	\$48,480.00	Laredo Waste Management	\$90,000.00
Company Name	Est. total amount									
A Clean Portoco	\$46,530.00									
Peter Venegas Inc. South Texas Waste Systems	\$48,480.00									
Laredo Waste Management	\$90,000.00									
<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 a yearly contract beyond the current fiscal year is contingent upon availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.</p> <p>Funding is available in the following budgets:</p> <table border="0" data-bbox="138 1638 1071 1753"> <tr> <td>Parks and Leisure Account Number:</td> <td>101-3115-553-3730</td> </tr> <tr> <td>Recreations Account Number:</td> <td>101-3125-553-3730</td> </tr> <tr> <td>Public Works:</td> <td>City construction projects</td> </tr> </table>			Parks and Leisure Account Number:	101-3115-553-3730	Recreations Account Number:	101-3125-553-3730	Public Works:	City construction projects		
Parks and Leisure Account Number:	101-3115-553-3730									
Recreations Account Number:	101-3125-553-3730									
Public Works:	City construction projects									
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: That this resolution is approved.									

RESOLUTION NO . 2010-R-041

A RESOLUTION OF THE CITY OF LAREDO, TEXAS DETERMINING THAT PETER VENEGAS INC. (SOUTH TEXAS WASTE SYSTEMS), A LOCAL BIDDER PROVIDES THE BEST COMBINATION OF CONTRACT PRICE AND ADDITIONAL ECONOMIC DEVELOPMENT OPPORTUNITIES IN ACCORDANCE WITH SECTION 271.9051(b)(2) OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CONTRACT FOR PORTABLE RESTROOM SERVICES (BID FY10-049).

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

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

WHEREAS, the City has determined that Peter Venegas Inc. (South Texas Waste Systems), a local bidder whose principle place of business is in the City of Laredo, Texas; and

WHEREAS, the City has determined that Peter Venegas Inc. (South Texas Waste System's) bid prices are within the allowed 5% of the lowest bidder; and

WHEREAS, the City Council has determined that Peter Venegas Inc., (South Texas Waste Systems) offers the best combination of contract price and additional economic development opportunities for contracts to purchase the portable restroom services in accordance with Section 271.09051 (b) (2).

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

Section 1. A determination has been made that Peter Venegas Inc., (South Texas Waste Systems) offers the best combination of contract price and additional economic development opportunities for the city by the service contract award, including the employment of residents of the city and increased tax revenues to the city.

Section 2. The bid award for purchase of portable restroom services from Peter Venegas Inc., (South Texas Waste Systems) is hereby approved.

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

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

**RAUL G. SALINAS
MAYOR**

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

BY:



KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

**PORTABLE TOILET RENTAL
FY10-049**

Item	Monthly Rental	Monthly Est. Qty.	Month	A Clean Portoco			South Texas Waste			Laredo Waste Mangement Inc.		
				Unit Pricing	Monthly Total	Yearly Charges	Unit Pricing	Monthly Total	Yearly Charges	Unit Pricing	Monthly Total	Yearly Charges
1 Portable Toilets Monthly		40	12	\$ 69.50	\$ 2,780.00	\$ 33,360.00	\$ 70.00	\$ 2,800.00	\$ 33,600.00	\$ 105.00	\$ 4,200.00	\$ 50,400.00
2 ADA Accessible Toilets		5	12	\$ 69.50	\$ 347.50	\$ 4,170.00	\$ 70.00	\$ 350.00	\$ 4,200.00	\$ 120.00	\$ 600.00	\$ 7,200.00
					\$ -			\$ -				
3 Daily Rental		10	12	\$ 13.50	\$ 135.00	\$ 1,620.00	\$ 14.50	\$ 145.00	\$ 1,740.00	\$ 50.00	\$ 500.00	\$ 6,000.00
4 ADA Accessible Toilets		10	12	\$ 13.50	\$ 135.00	\$ 1,620.00	\$ 14.50	\$ 145.00	\$ 1,740.00	\$ 70.00	\$ 700.00	\$ 8,400.00
					\$ -			\$ -				
5 Weekly Rental		6	12	\$ 40.00	\$ 240.00	\$ 2,880.00	\$ 40.00	\$ 240.00	\$ 2,880.00	\$ 100.00	\$ 600.00	\$ 7,200.00
6 ADA Accessible Toilets		6	12	\$ 40.00	\$ 240.00	\$ 2,880.00	\$ 60.00	\$ 360.00	\$ 4,320.00	\$ 110.00	\$ 660.00	\$ 7,920.00
7 Weekend Requested Service Fee		6	12	No Charge			\$ -	\$ -	\$ -	\$ 40.00	\$ 240.00	\$ 2,880.00
Grand Total						<u>\$ 46,530.00</u>			<u>\$ 48,480.00</u>			<u>\$ 90,000.00</u>

COUNCIL COMMUNICATION

DATE: 5/17/10	SUBJECT: MOTION Consideration for approval of change order #1 in the amount of \$6,600.00 to Landmark Structures for the 3.0 MG Elevated Water Storage Tank at Bartlett and Price. This change order consists of adjustments required for this project. The total contract amount will change to \$3,638,600.00. Funding is available in the 2009 Utility Bond Fund.								
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr. P.E., Utilities Director								
PREVIOUS COUNCIL ACTION: On December 7, 2009, City Council approved a motion to award a construction contract to Landmark Structures I, L.P., Fort Worth, Texas; in the amount of \$3,632,000.00 (base bid) for the 3.0 MG Elevated Water Storage Tank at Bartlett and Price. Funding is available in the 2009 Series B Utility Bond.									
BACKGROUND: The original scope of work included site preparation, installation and erection of a 3.0 MG elevated tank including foundation, steel piping, hydrodynamic mixing system, electrical controls. The lowest base bid was received at \$3,632,000. Staff concurs with consultant and recommends the award be for this base bid to Landmark Structures I, L.P. The contract time is 359 working days. The City requested that four (4) cores be taken from the northwest quadrant of the elevated storage tank foundation, due to the concern that a cold joint may have developed during the concrete pour. Landmark Structures removed the exterior backfill of the foundation so that the coring operation could take place. All cores were determined to be free from cold joints. This change order consists of the following:									
<table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"></th> <th style="text-align: right;">Working Days</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Original.....</td> <td style="text-align: right;">\$3,632,000.00 359</td> </tr> <tr> <td style="text-align: left;">Change Order #1.....</td> <td style="text-align: right;">\$ 6,600.00 22</td> </tr> <tr style="border-top: 1px solid black;"> <td style="text-align: left;">Total</td> <td style="text-align: right;">\$3,638,600.00 381</td> </tr> </tbody> </table>			Working Days	Original.....	\$3,632,000.00 359	Change Order #1.....	\$ 6,600.00 22	Total	\$3,638,600.00 381
	Working Days								
Original.....	\$3,632,000.00 359								
Change Order #1.....	\$ 6,600.00 22								
Total	\$3,638,600.00 381								
FINANCIAL IMPACT: Funding to pay for this contract exists in the 2009 Utility Bond Fund, Account # 557-4187-538.03-97.									
COMMITTEE RECOMMENDATION: Both Finance & Operations Committees recommend approval of this Motion.	STAFF RECOMMENDATION: Approval of this Motion.								

City of Laredo Utilities Department

Change Order No. 21-Apr-10

Project: 3.0 MG Elevated Storage Tank at Bartlett and Price

Contractor:
Contractor: Landmark Structures
1685 Harmon Road
Fort Worth, Tx 76177

You are hereby requested to comply with the following changes from the contract plans and specifications.

INCREASE IN CONTRACT DOCUMENT

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	INCREASE IN CONTRACT
1	Labor, materials, and equipment to remove the exterior backfill for taking core samples of the foundation	1	LS	\$6,600.00	\$6,600.00

Increase Total 6,600.00

Original Contract: \$3,632,000.00

Total Increase: \$6,600.00

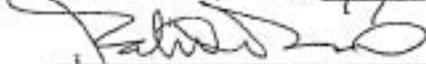
Current contract amount : \$3,638,600.00

Justification:

The City requested that four (4) cores be taken from the northwest quadrant of the elevated storage tank foundation, due to the concern that a cold joint may have developed during the concrete pour. Landmark Structures removed the exterior backfill of the foundation so that the coring operation could take place. All cores were determined to be free from cold joints.

Contract	<u>359</u>	Working Days
Contract time for this change Order:	<u>22</u>	Working Days
Current contract time including this change order:	<u>381</u>	Working Days

Recommended by: Date: 5/2/2010



Patrick Pichl
Landmark Structures

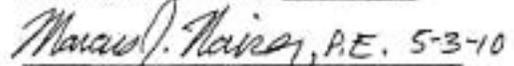
Accepted by: Date: _____

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

Approved by: Date: _____

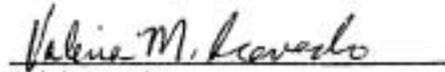
Gustavo Guevara
City Secretary

Recommended by: Date: 5-3-10



Marcus Naiser, P.E.
LNV, Inc.

Verified by: Date: _____



Valeria Acevedo
Assistant City Attorney

Approved by: Date: _____

Carlos Villarreal
City Manager

COUNCIL COMMUNICATION

DATE: 5/17/10	SUBJECT: MOTION Consideration for approval of change order #1 in the amount of \$87,552.05 to SLC Construction, LLC for the 20" Waterline Replacement along Jefferson St./Lyon St. This change order consists of adjustments required for this project using funds from the construction allowance in the contract. The total contract amount of 1,073,339.40 will not change.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr. P.E., Utilities Director
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PREVIOUS COUNCIL ACTION:

On October 19, 2009, City Council approved Resolution 2009-R-123 authorizing the City Manager to accept a grant from the Texas Water Development Board (TWDB) in the amount of \$48,196,000 to fund various projects as part of the American Recovery and Reinvestment Act (ARRA / DWSRF). On December 7, 2009 City Council award a construction contract to SLC Construction, LLC in the amount of \$1,073,339.40 for the 20" Waterline Replacement along Jefferson St./Lyon St.

BACKGROUND:

The original scope of work included replacing 8,280 linear feet more or less of an existing old cast iron 20" waterline, butterfly valves, fire hydrants, fittings, asphalt pavement and related appurtenances along Jefferson Street / Lyon Street, from Pinder Ave., to McPherson Ave. The lowest base bid was received at \$1,073,339.40. Staff concurs with consultant and recommends the award be for this base bid only. The contract time is 117 working days.

The City of Laredo would now like to add an additional 780 L.F. to the scope of the project to connect to a recently installed waterline 780 L.F. to the west of the original scope. This additional work will include the installation of 780 L.F. of 20" PVC pipe, the installation of valves and the installation of additional fittings to connect adjacent streets along Lyon Street. This change order will consist of the following:

	Working Days	
Base Bid.....	117	\$ 983,339.40
Construction Allowance.....		\$ 90,000.00
<hr/>		
Original Project Total		\$1,073,339.40
Construction Allowance.....		\$ 90,000.00
Change Order #1.....	30	\$ 87,552.05
Remaining Construction Allowance.....		\$ 2,447.95
Total Working Days:	147	

FINANCIAL IMPACT:
 Funding to pay for this contract exists in the Utility ARRA Grant Fund Account # 557-4188-538-0359.

Project:

20" Waterline Replacement along Jefferson St./Lyon St.

Contractor:

SLC Construction
1000 Zaragoza
Laredo, TX 78336

You are hereby requested to comply with the following changes from the contract plans and specifications.

INCREASE IN CONTRACT DOCUMENT

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	INCREASE IN CONTRACT
1	Remove and dispose existing asphalt including base	275	CY	\$5.51	\$1,515.25
2	2" Type "D" Asphalt	1,040	SY	\$9.32	\$9,692.80
3	10" Caliche Base, Complete in place, including materials, machinery, labor and incintals.	1,040	SY	\$6.14	\$6,385.60
5	20" PVC, DR-18, C-905 Water Main (5'-8' depth) Complete in place, all depth, including excavation, bedding and backfill	780	LF	\$67.13	\$52,361.40
17	30" to 20" Restrained MJ Reducer, Complete all in place, all depth, including excavation	1	EA	\$7,486.00	\$7,486.00
31	20"X10" Restrained MJ Tee, Complete all in place, all depth, including excavation	1	EA	\$2,033.00	\$2,033.00
32	30" 45' Restrained MJ Elbow, Complete in place, all depth, including excavation	1	EA	\$6,712.00	\$6,712.00
35	20"x12" Restrained MJ Reducer, Complete all in place, all dpeth, including excavation	1	EA	\$1,366.00	\$1,366.00

Increase Total \$87,552.05

Original Contract: \$1,073,339.40

Current contract amount : \$1,160,891.45

Justification:

Additional connections needed to be made at Hendricks and Tilden. An additional 780 LF is needed to extend the existing proposed end of the 20" Waterline Replacement Project to connect with newly replaced 20" PVC along Lyon St.

Original Contract Time:	<u>117</u>	Working Days
Contract time for this change Order:	<u>30</u>	Working Days
Current contract time including this change order:	<u>147</u>	Working Days

Recommended by: Date: 5/4/10

Shawn Harvey
SLC Construction

Accepted by: Date: 5/4/2010

Deanna Davis
Deanna Davis, P.E.
City of Laredo Utilities Dept.-Eng. Division

Verified by: Date: 5/4/10

Gloria Perez Saavedra
Gloria Perez Saavedra, P.E.
City of Laredo Utilities Dept.-Engineering Div

Approved by: Date: 5/4/10

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

Approved by: Date: _____

Valeria Acevedo
Assistant City Attorney

Approved by: Date: _____

Gustavo Guevara
City Secretary

Approved by: Date: _____

Carlos Villarreal
City Manager

COUNCIL COMMUNICATION

DATE: 5/17/10	SUBJECT: MOTION Authorizing the City Manager to approve change order # 2 to SLC Construction, LLC, Laredo, Texas. This change order will add additional fittings as needed in the field as well as adding additional materials to remedy a groundwater situation. This change order consists of adjustments required for this project using funds from the construction allowance provided in change order #1 (\$121,126.73). The total contract amount of \$6,680,503.08 will not change.	
INITIATED BY: Jesus Ollvares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr. P.E., Utilities Director	
PREVIOUS COUNCIL ACTION: On October 19, 2009, City Council approved Resolution 2009-R-123 authorizing the City Manager to accept a grant from the Texas Water Development Board (TWDB) in the amount of \$48,196,000 to fund various projects as part of the American Recovery and Reinvestment Act (ARRA / DWSRF). On December 7, 2009 City Council award a construction contract to SLC Construction, LLC in the amount of \$6,680,503.08 for Projects 1,2,3,4,5, and 6. On March 15, 2010 City Council approved the consolidation of the 6 projects into one. On April 5, 2010, City Council approved change order #1.		
BACKGROUND: The City of Laredo has discovered an area in the scope of the project that is affected by substantial groundwater, and a special design for this area will need to be implemented. Also, due to the condition of existing waterlines and valves, an additional connection will need to be made to abandon the existing 8" pipe. This change order will consist of:		
Working Days		
CO #1 Construction Allowance.....	\$ 121,126.73	182
CO #2.....	\$ 24,973.40	6
Total Remaining Construction Allowance		188
Current Contract Time including change order: 188		
FINANCIAL IMPACT: Funding to pay for this contract exists in the Utility ARRA Grant Fund Account # 557-4188-538-0359.		
COMMITTEE RECOMMENDATION: Finance & Operations Committees	STAFF RECOMMENDATION: Approval of this Motion.	

Project:
8" Waterline Replacement at Various Locations

Contractor:
SLC Construction
1000 Zaragoza
Laredo, TX 78336

You are hereby requested to comply with the following changes from the contract plans and specifications.

INCREASE IN CONTRACT DOCUMENT

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	INCREASE IN CONTRACT
1A	Remove and dispose unsuitable materials	590	CY	5.51	\$3,250.90
3A	8" Caliche Base, Complete in place, including materials, machinery, labor and incidentals.	1,500	SY	\$4.91	\$7,365.00
17	Traffic Control and Regulation, Complete, including installation, maintenance, and removal in accordance with all requirements detailed in Plans, Specifications, or applicable laws and regulations	1	LS	\$3,500.00	\$3,500.00
27	10" Gate Valve & Box restrained, Complete in place, all depth, including excavation, including ring and cover, and all appurtenances	1	EA	\$1,560.00	\$1,560.00
29	6" Cap, Restrained. Complete in place, all depth, including excavation, bedding and backfill and incidentals.	1	EA	\$247.50	\$247.50
42	6" 90° Restrained MJ Elbow, Complete in place, all depth, including excavation, bedding and backfill and incidentals.	1	EA	\$400.00	\$400.00
44	10" 90° Restrained MJ Elbow, Complete in place, all depth, including excavation	1	EA	\$975.00	\$975.00
68	Connect to 8" Waterline. Complete in place, all depth,	1	EA	\$650.00	\$650.00
85	Geogrid-BX1100, Complete in place	1,500	SY	\$3.60	\$5,400.00
86	Select Fill, Complete in place	250	CY	\$6.50	\$1,625.00
44	10" 90° Restrained MJ Elbow, Complete in place, all depth, including excavation	1	EA	\$975.00	\$975.00

Increase Total	\$24,973.40
Original Contract:	\$6,680,503.08
Current contract amount :	\$6,705,476.48

Justification:

Ground water was found on Arizona south of Mayberry so a redesign of the base was needed. An existing 6" pipe at the intersection of California and Arizona needed to be connected to the new 8" pipe on Arizona. Additional traffic control signs were needed on Calton Road.

Original Contract Time:	<u>182</u> Working Days
Contract time for this change Order:	<u>6</u> Working Days
Current contract time including this change order:	<u>188</u> Working Days

Recommended by: Date: 5/4/10

Shawn Harvey
SLC Construction

Accepted by: Date: 5/4/2010

Deanna Davis
Deanna Davis, P.E.
City of Laredo Utilities Dept.-Eng. Division

Verified by: Date: 5/4/10

Gloria Perez Saavedra
Gloria Perez Saavedra, P.E.
City of Laredo Utilities Dept.-Engineering Div

Approved by: Date: 5/4/10

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

Approved by: Date: _____

Valeria Acevedo
Assistant City Attorney

Approved by: Date: _____

Gustavo Guevara
City Secretary

Approved by: Date: _____

Carlos Villarreal
City Manager

DATE: 05/17/10	SUBJECT: MOTION Consideration for acceptance, final payment, release of retainage in the amount of \$322,873.00 and approval of no cost final change order #5 to Qromex Construction Cò., Granite Shoals, Texas for the Pueblo Nuevo Improvement Water Distribution and Wastewater Collection Project Work Order #2. This change order consists of adjustments required for this project. The final contract amount is \$2,921,961.88. Subject to the approval of the TWDB. Funding is available in the Colonias Project Fund.
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INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director
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PREVIOUS COUNCIL ACTION:
On April 6, 2009, the City Council awarded a contract to Qromex Construction Co., Inc. Granite Shoals, Texas, in the amount of \$2,337,569.50 for the construction of SH 359 Work Order #2 Water Distribution and Wastewater Collection for Pueblo Nuevo Improvements Project. On September 8, 2009, City Council approved change order #1 in the amount of \$233,150.39. On October 05, 2009 City Council approved change order #2 in the amount of \$14,265.56. On December 07, 2009 City Council approved change order #3 in the amount of \$163,265.56. On March 01, 2010 City Council approved change order #4 in the amount of \$173,711.43.

BACKGROUND: : for the construction of SH359 Work Order #2 Water Distribution and Wastewater Collection for Pueblo Nuevo improvements Project, subject to the approval of the TWDB. The Pueblo Nuevo-Wastewater Collection and Water Distribution Improvements consist of constructing 12"/8" water distribution lines and 12"/ 8" sanitary sewer collection lines to Pueblo Nuevo within SH 359 Planning Areas. The construction time was 410 calendar days. Funding is available in the Colonias Construction Fees (Acct. # 451-8310-535-9301).

- Original Contract	\$2,337,569.50	
- Change Order #1	\$ 233,150.39	
- Change Order #2	\$ 14,265.00	0 calendar days
- Change Order #3	\$ 163,265.56	0 calendar days
- Change Order #4	\$ 173,711.43	75 calendar days
- Change Order #5	\$ 0	0 calendar days
Total	\$2,921,961.88	410 calendar days

FINANCIAL IMPACT:
Funding is available in the Colonias fund account (Acct. #451-8310-535-9301)

COMMITTEE RECOMMENDATION: Operations & Finance Committee.	STAFF RECOMMENDATION: Approve Motion.
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Construction Change Order

Project: City of Laredo - SH 359 Planning Area Work Order #2
Water Distribution Line and Wastewater Collection System

C.O. No.: 5 (Final)
Date: May 3, 2010

Contractor: QRO-MEX Construction
P. O. Box 2608
Granite Shoals, Texas 78654

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 hereto.

Item No.	Description of Changes, Quantities, Units, Unit Prices	Decrease in Contract Price	Increase in Contract Price
C.O. #3	DEDUCT 785 LF of 8" PVC DR 14 C900 Water Line	\$(9,420.00)	
Base - 7	DEDUCT 2 EA of Air Release Valves @ \$2,500/EA	\$(5,000.00)	
Base - 42	DEDUCT 16,471 LF of Silt Fence @ \$1.50/LF	\$(24,706.50)	
Base - 43	DEDUCT 1,177 LF of Rock Berm @ \$16/LF	\$(18,832.00)	
Base - 50	DEDUCT 1 EA of Remove/dispose existing tank and	\$(7,200.00)	
New	ADD 940 LF of 6" pipe to accommodate Fire Hydrants @ \$13.50/LF		\$12,690.00
New	ADD 8 EA of Fire Hydrant Extension @ \$650/EA		\$5,200.00
New	ADD 4 EA of Sewer Manhole Extensions @ \$1,375/EA		\$5,500.00
New	ADD 40 LF of Additional Fence Lift Station B @ \$36.75/LF		\$1,470.00
New	ADD 1 EA of Generator for Lift Station A @ \$40,298.50/EA		\$40,298.50
		Total Decrease	Total Increase
		\$(65,158.50)	\$65,158.50
		Net Change	\$0.00

JUSTIFICATION:

1 - To balance final quantities for project closeout.

Contract Price Including Previous Change Orders:	\$2,921,961.88	Contract Time Including Previous Change Orders:	395 Days
Net Increase Resulting from this Change Order:	\$0.00	Net Increase Resulting from this Change Order:	0 Days
Current Contract Price Including this Change Order:	\$2,921,961.88	Current Contract Time Including this Change Order:	395 Days

Owner:

Contractor:

Engineer:

Carlos R. Villarreal
City Manager

Arturo Rubio, Vice-President
QRO-MEX Construction

Edward D. Garza, P.E.
Crane Engineering Corp.

Date: _____

Date: _____

Date: 5/11/10

Attest:

Approved as to Form:

Gustavo Guevara
City Secretary

Raul Casso, esq.
City Attorney



Date: _____

Date: _____

COUNCIL COMMUNICATION

DATE: 05/17/10	SUBJECT: MOTIONS Consideration to renew contract number FY08-052 to the following low bidders: <ul style="list-style-type: none"> a) HD Supply Waterworks, San Antonio, TX in the estimated amount of \$434,351.45 (sections A, C, D, E, F, H); b) Ferguson Waterworks, Mission, TX in the estimated amount of \$132,131.10 (section b). <p>This contract is for the purchase of mechanical joint fittings, valve boxes and pipe tubing for the Utilities Department. These materials are purchased on an as needed basis by the Utilities Department- Water Operations for construction and repair projects. Funding is available in the Utilities Department Fund.</p>
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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 05/18/09.

BACKGROUND: The City Council authorized a contract for providing the Utilities Department with MJ Fittings, Valve Boxes, & Pipe Tubing. These materials are currently being used for construction and repair projects. HD Supply Waterworks and Ferguson Waterworks have agreed to and signed the contract renewal notices to extend the term of this contract for one additional twelve month period. This is the last extension for this contract.

Supplies under contract

HD Supply Waterworks Inc.	Current Totals	Ferguson Waterworks	
Section A-	\$ 29,150.50	Section B-	\$132,131.10
Section C-	\$ 55,631.95	Total	\$132,131.10
Section D-	\$ 12,406.50		
Section E-	\$ 69,818.60		
Section F-	\$ 99,955.14		
Section H-	<u>\$ 167,388.76</u>		
Total	\$ 434,351.45		

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.

Account Number: 559-0000-141-0000

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be renewed.
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Bid Tabulation
 FY08-052 MJ Fittings, Valve Boxes
 March 28, 2008 3:00PM

Item	Description	Quantity	ACT Pipe & Supply Laredo, TX		HD Supply Waterworks San Antonio, TX		Ferguson Waterworks Mission, TX		Titan Pipe & Supply Corpus Christi, TX	
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Section A-MJ Retainer Glands										
1	6" M.J. Retainer gland w/access.	50	\$ 19.13	\$ 956.50	\$ 21.57	\$ 1,078.50	\$ 21.53	\$ 1,076.50	\$ 21.00	\$ 1,050.00
2	8" M.J. Retainer gland w/access.	50	\$ 26.28	\$ 1,314.00	\$ 29.10	\$ 1,455.00	\$ 29.58	\$ 1,479.00	\$ 26.85	\$ 1,442.50
3	12" M.J. Retainer gland w/access.	50	\$ 49.46	\$ 2,473.00	\$ 58.33	\$ 2,916.50	\$ 56.65	\$ 2,782.50	\$ 54.30	\$ 2,715.00
4	16" M.J. Retainer gland w/access.	50	\$ 90.22	\$ 4,511.00	\$ 105.27	\$ 5,263.50	\$ 101.50	\$ 5,075.00	\$ 99.05	\$ 4,952.50
5	6" M.J. Retainer joint for C-900 P.V.C. pipe w/ access	100	\$ 11.51	\$ 1,151.00	\$ 25.20	\$ 2,520.00	\$ 31.90	\$ 3,190.00	\$ 36.40	\$ 3,640.00
6	8" M.J. Retainer joint for C-900 P.V.C. pipe w/ access	100	\$ 14.00	\$ 1,400.00	\$ 35.00	\$ 3,500.00	\$ 43.58	\$ 4,388.00	\$ 47.25	\$ 4,725.00
7	12" Retainer for C-900	50	\$ 19.75	\$ 987.50	\$ 67.67	\$ 3,383.50	\$ 81.08	\$ 4,054.00	\$ 87.30	\$ 4,365.00
8	16" Retainer for C-900	50	\$ 45.26	\$ 2,263.00	\$ 137.82	\$ 6,891.00	\$ 171.05	\$ 8,552.50	\$ 184.15	\$ 9,207.50
	Total Section A			<u>\$ 15,056.00</u>		<u>\$ 27,108.00</u>		<u>\$ 30,597.50</u>		<u>\$ 32,097.50</u>
Section B- Compression Brass Fittings										
1	3/4" Male adapter #H-15428	400	\$ 7.00	\$ 2,800.00	\$ 8.75	\$ 2,700.00	\$ 7.15	\$ 2,860.00	\$ 7.90	\$ 3,160.00
2	1" Male adapter # H-15428	50	\$ 8.30	\$ 415.00	\$ 7.81	\$ 390.50	\$ 8.48	\$ 424.00	\$ 9.40	\$ 470.00
3	1 1/2" Male adapter # H-15428	20	\$ 20.75	\$ 415.20	\$ 19.20	\$ 384.00	\$ 21.44	\$ 428.80	\$ 23.65	\$ 473.00
4	2" Male adapter # H-15428	20	\$ 30.26	\$ 605.20	\$ 28.66	\$ 571.20	\$ 31.25	\$ 625.00	\$ 34.40	\$ 688.00
5	3/4" Female adapter # H-15428	150	\$ 7.35	\$ 1,102.50	\$ 6.74	\$ 1,011.00	\$ 7.80	\$ 1,140.00	\$ 8.35	\$ 1,252.50
6	1" Female adapter # H-15428	70	\$ 9.99	\$ 699.30	\$ 9.92	\$ 694.40	\$ 10.33	\$ 723.10	\$ 11.35	\$ 794.50
7	1"x 3/4" Compression U Branch with curb stops #H-1460	70	\$ -	\$ -	\$ 56.65	\$ 3,965.50	\$ 61.51	\$ 4,305.70	\$ 71.90	\$ 5,005.00
8	3/4" Compression Curb Stop # H-15170	500	\$ 27.15	\$ 13,575.00	\$ 21.61	\$ 10,805.00	\$ 27.75	\$ 13,875.00	\$ 32.05	\$ 16,025.00
9	1" Compression Curb Stop # H-15170	100	\$ 41.70	\$ 4,170.00	\$ 45.79	\$ 4,579.00	\$ 43.07	\$ 4,307.00	\$ 48.65	\$ 4,865.00
10	3/4" Compression Corporation Stop	500	\$ 15.64	\$ 7,820.00	\$ 14.74	\$ 7,370.00	\$ 16.08	\$ 8,040.00	\$ 17.75	\$ 8,875.00
11	1" Compression Corporation Stop	150	\$ 23.65	\$ 3,547.50	\$ 21.85	\$ 3,277.50	\$ 24.18	\$ 3,627.00	\$ 26.95	\$ 4,042.50
12	1 1/2" Compression Corporation Stop	20	\$ 60.88	\$ 1,217.60	\$ 58.12	\$ 1,162.40	\$ 62.21	\$ 1,244.20	\$ 69.45	\$ 1,389.00
13	2" Compression Corporation Stop	50	\$ 100.70	\$ 5,035.00	\$ 95.14	\$ 4,807.00	\$ 102.90	\$ 5,145.00	\$ 114.90	\$ 5,745.00
14	3/4" Compression Angle Curb Stop #14258	300	\$ 18.66	\$ 5,574.00	\$ 17.53	\$ 5,259.00	\$ 19.20	\$ 5,760.00	\$ 23.30	\$ 6,990.00
15	1" Compression Angle Curb Stop #14258	90	\$ 25.44	\$ 2,272.00	\$ 23.02	\$ 2,071.80	\$ 26.27	\$ 2,313.60	\$ 32.50	\$ 2,925.00
16	3/4" Compression Union # H-15403	500	\$ 8.52	\$ 4,260.00	\$ 8.15	\$ 4,075.00	\$ 8.68	\$ 4,340.00	\$ 9.65	\$ 4,825.00
17	1" Compression Union # H-15403	250	\$ 9.75	\$ 2,437.50	\$ 8.80	\$ 2,200.00	\$ 9.98	\$ 2,495.00	\$ 11.05	\$ 2,762.50
18	1 1/2" Compression Union # H-15403	20	\$ 29.83	\$ 596.60	\$ 27.58	\$ 551.60	\$ 30.49	\$ 609.80	\$ 33.95	\$ 679.00
19	2" Compression Union # H-15403	50	\$ 40.28	\$ 2,014.00	\$ 38.02	\$ 1,901.00	\$ 40.96	\$ 2,048.00	\$ 45.90	\$ 2,295.00
20	3/4" Meter Cplg O.T	5,000	\$ 4.54	\$ 22,700.00	\$ 4.27	\$ 21,350.00	\$ 4.65	\$ 23,250.00	\$ 5.05	\$ 25,250.00
21	3/4" x 5/8" Meter Cplg I.T	5,000	\$ 7.00	\$ 35,000.00	\$ 9.63	\$ 48,150.00	\$ 7.69	\$ 38,450.00	\$ 7.40	\$ 37,000.00
22	1" Meter Cplg O.T	1,000	\$ 7.00	\$ 7,000.00	\$ 6.57	\$ 6,570.00	\$ 7.12	\$ 7,120.00	\$ 7.75	\$ 7,750.00
	Total Section B			<u>\$ 122,296.40</u>		<u>\$ 132,925.10</u>		<u>\$ 132,131.10</u>		<u>\$ 141,961.00</u>

Bid Tabulation
 FY08-052 MJ Fittings, Valve Boxes
 March 28, 2008 3:00PM

ACT Pipe & Supply Laredo, TX	HD Supply Waterworks San Antonio, TX	Ferguson Waterworks Mission, TX	Titan Pipe & Supply Corpus Christi, TX
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Item	Description	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Section C- Brass Fittings Mueller										
Description										
1	3/4" Comp. X Comp. 90 ELL # H-15526	100	\$ 11.02	\$ 1,102.00	\$ 9.91	\$ 991.00	\$ 11.38	\$ 1,138.00	\$ 12.50	\$ 1,250.00
2	1" Comp. X Comp. 90 ELL # H-15526	50	\$ 14.15	\$ 707.50	\$ 12.73	\$ 636.50	\$ 14.63	\$ 731.50	\$ 16.10	\$ 805.00
3	1 1/2" Comp. X Comp. 90 ELL # H-15526	25	\$ 41.55	\$ 1,038.75	\$ 39.23	\$ 980.75	\$ 42.04	\$ 1,051.00	\$ 47.35	\$ 1,183.75
4	2" Comp. X Comp. 90 ELL # H-15526	25	\$ 84.07	\$ 2,101.75	\$ 79.37	\$ 1,984.25	\$ 85.92	\$ 2,148.00	\$ 95.90	\$ 2,397.50
5	1"X 3/4" Meter Brass Brushing #10889	50	\$ 8.91	\$ 445.50	\$ 4.62	\$ 231.00	\$ 4.69	\$ 234.50	\$ 5.05	\$ 252.50
6	1cc X 3/4cc Corporation Brass Brushing	20	\$ -	\$ -	\$ 4.62	\$ 92.40	\$ 5.50	\$ 110.00	\$ 6.70	\$ 134.00
7	1 1/2" Angle Curb Stop flange by flare #H-14276	5	\$ 78.51	\$ 392.55	\$ 30.00	\$ 150.00	\$ 110.72	\$ 553.60	\$ 122.35	\$ 611.75
8	2" Angle Curb Stop flange by flare #H-14277	5	\$ 105.61	\$ 528.05	\$ 30.00	\$ 150.00	\$ 141.18	\$ 705.90	\$ 156.00	\$ 780.00
9	1 1/2" Angle Curb Stop Comp/Flange #H-14277	15	\$ 80.53	\$ 1,207.95	\$ 74.34	\$ 1,115.10	\$ 115.85	\$ 1,737.75	\$ 128.00	\$ 1,920.00
10	2" Angle Curb Stop Comp/Flange #H-14277	25	\$ 103.38	\$ 2,584.50	\$ 95.44	\$ 2,386.00	\$ 147.05	\$ 3,676.25	\$ 162.50	\$ 4,062.50
11	3/4" Curb Stop # H-10200	100	\$ -	\$ -	\$ 18.59	\$ 1,859.00	\$ 24.83	\$ 2,483.00	\$ 28.50	\$ 2,850.00
12	1" Curb Stop # H-10200	25	\$ -	\$ -	\$ 40.77	\$ 1,019.25	\$ 35.41	\$ 885.25	\$ 43.70	\$ 1,092.50
13	3/4" Curb Stop flare by inside thread #H-15166	10	\$ -	\$ -	\$ 19.45	\$ 194.50	\$ 29.35	\$ 293.50	\$ 33.50	\$ 335.00
14	1" Curb Stop flare by inside thread #H-15175	10	\$ -	\$ -	\$ 37.11	\$ 371.10	\$ 41.44	\$ 414.40	\$ 43.20	\$ 432.00
15	3/4" x 1/2" Meter Coupling # H-10890	50	\$ -	\$ -	\$ 2.00	\$ 100.00	\$ 4.70	\$ 235.00	\$ 6.55	\$ 327.50
16	5/8" x 3/4" X 7 Resetter # H-14118	300	\$ 56.44	\$ 16,932.00	\$ 39.19	\$ 11,757.00	\$ 47.09	\$ 14,127.00	\$ 48.85	\$ 13,755.00
17	5/8" x 3/4" X 7 Resetter # H-14118	200	\$ 56.44	\$ 11,288.00	\$ 39.19	\$ 7,838.00	\$ 48.67	\$ 9,734.00	\$ 47.30	\$ 9,460.00
18	5/8" x 3/4" X 15 Resetter # H-14118	50	\$ 60.31	\$ 3,015.50	\$ 44.46	\$ 2,223.00	\$ 53.40	\$ 2,670.00	\$ 52.05	\$ 2,602.50
19	2" x 3/4" AWWACC P.V.C. Saddle	30	\$ -	\$ -	\$ 10.33	\$ 309.90	\$ 12.33	\$ 369.90	\$ 14.20	\$ 426.00
20	2" x 3/4" AWWACC Smith-Blair Saddle	10	\$ -	\$ -	\$ 10.33	\$ 103.30	\$ 22.19	\$ 221.90	\$ 14.20	\$ 142.00
21	2" x 1" AWWACC Smith-Blair Saddle	10	\$ -	\$ -	\$ 10.33	\$ 103.30	\$ 22.19	\$ 221.90	\$ 14.20	\$ 142.00
22	1 1/2" Copper to Copper Union # H-15400	10	\$ 37.00	\$ 370.00	\$ 10.00	\$ 100.00	\$ 39.70	\$ 397.00	\$ 43.10	\$ 431.00
23	2" Copper to Iron O.T. Union # H-15425	5	\$ 46.02	\$ 230.10	\$ 10.00	\$ 50.00	\$ 70.51	\$ 352.55	\$ 52.50	\$ 262.50
24	1" Copper to Iron O.T. Union # H-15425	20	\$ 8.88	\$ 177.60	\$ 10.00	\$ 200.00	\$ 9.18	\$ 183.60	\$ 10.10	\$ 202.00
25	2" Brass Gate Valve with Brass Hand	50	\$ -	\$ -	\$ 54.00	\$ 2,700.00	\$ 75.00	\$ 3,750.00	\$ 15.85	\$ 792.50
26	5/8" x 3/4" x 12" Resetter	300	\$ 58.88	\$ 17,664.00	\$ 42.45	\$ 12,735.00	\$ 51.04	\$ 15,312.00	\$ 49.70	\$ 14,910.00
27	3" Brass Gate Valve	10	\$ -	\$ -	\$ 160.94	\$ 1,609.40	\$ 75.64	\$ 756.40	\$ 51.60	\$ 516.00
Total Section C				<u>\$ 59,785.75</u>		<u>\$ 51,989.75</u>		<u>\$ 64,493.90</u>		<u>\$ 62,075.50</u>

Bid Tabulation
 FY08-052 MJ Fittings, Valve Boxes
 March 28, 2008 3:00PM

		ACT Pipe & Supply Laredo, TX			HD Supply Waterworks San Antonio, TX		Ferguson Waterworks Mission, TX		Titan Pipe & Supply Corpus Christi, TX	
Item	Description	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Section D- Brass and Galvanized										
Item	Description									
1	1 x 1/2std. Brass Brushing	5	\$ -	\$ -	\$ 2.28	\$ 11.40	\$ -	\$ -	\$ -	\$ -
2	1 x 3/4std. Brass Brushing	150	\$ 3.36	\$ 504.00	\$ 2.32	\$ 348.00	\$ -	\$ -	\$ -	\$ -
3	2 x 1 std. Brass Brushing	30	\$ 10.06	\$ 301.80	\$ 9.66	\$ 289.80	\$ -	\$ -	\$ -	\$ -
4	3/4" Brass coupling	150	\$ 3.36	\$ 504.00	\$ 2.88	\$ 432.00	\$ -	\$ -	\$ -	\$ -
5	1" Brass coupling	50	\$ 5.74	\$ 287.00	\$ 4.40	\$ 220.00	\$ -	\$ -	\$ -	\$ -
6	2" Brass coupling	50	\$ 20.62	\$ 1,031.00	\$ 12.32	\$ 616.00	\$ -	\$ -	\$ -	\$ -
7	3/4" Brass 90 ELL	200	\$ 3.83	\$ 766.00	\$ 3.57	\$ 714.00	\$ -	\$ -	\$ -	\$ -
8	1" Brass 90 ELL	100	\$ 6.23	\$ 623.00	\$ 5.25	\$ 525.00	\$ -	\$ -	\$ -	\$ -
9	2" Brass 90 ELL	75	\$ 20.13	\$ 1,509.75	\$ 14.89	\$ 1,116.75	\$ -	\$ -	\$ -	\$ -
10	3/4" Brass closed nipple	100	\$ 1.23	\$ 123.00	\$ 1.78	\$ 178.00	\$ -	\$ -	\$ -	\$ -
11	3/4" X 6 Brass nipple	100	\$ 3.97	\$ 397.00	\$ 6.30	\$ 630.00	\$ -	\$ -	\$ -	\$ -
12	3/4 X 3" Brass nipple	75	\$ 2.08	\$ 156.00	\$ 3.56	\$ 267.00	\$ -	\$ -	\$ -	\$ -
13	3/4 X 4 Brass nipple	100	\$ 2.72	\$ 272.00	\$ 4.68	\$ 468.00	\$ -	\$ -	\$ -	\$ -
14	3/4 X 6 Brass nipple	100	\$ 3.97	\$ 397.00	\$ 6.84	\$ 684.00	\$ -	\$ -	\$ -	\$ -
15	3/4 X 8 Brass nipple	75	\$ 5.24	\$ 393.00	\$ 4.16	\$ 312.00	\$ -	\$ -	\$ -	\$ -
16	3/4 X 10 Brass nipple	30	\$ 6.40	\$ 192.00	\$ 5.44	\$ 163.20	\$ -	\$ -	\$ -	\$ -
17	3/4 X 12 Brass nipple	50	\$ 7.62	\$ 381.00	\$ 8.73	\$ 436.50	\$ -	\$ -	\$ -	\$ -
18	1" Brass closed nipple	25	\$ 1.82	\$ 45.50	\$ 3.08	\$ 77.00	\$ -	\$ -	\$ -	\$ -
19	1 X 6 Brass nipple	25	\$ 5.80	\$ 145.00	\$ 6.65	\$ 166.25	\$ -	\$ -	\$ -	\$ -
20	1 1/2 x 3 Brass nipple	10	\$ 5.31	\$ 53.10	\$ 8.16	\$ 81.60	\$ -	\$ -	\$ -	\$ -
21	1 1/2 X 8 Brass nipple	5	\$ 13.57	\$ 67.85	\$ 7.13	\$ 35.65	\$ -	\$ -	\$ -	\$ -
22	1 1/2 X 12 Brass nipple	10	\$ 20.05	\$ 200.50	\$ 19.14	\$ 191.40	\$ -	\$ -	\$ -	\$ -
23	2" Brass closed nipple	25	\$ 5.45	\$ 136.25	\$ 6.25	\$ 156.25	\$ -	\$ -	\$ -	\$ -
24	2 X 3 Brass nipple	25	\$ 6.80	\$ 170.00	\$ 7.80	\$ 195.00	\$ -	\$ -	\$ -	\$ -
25	2 x 6 Brass Nipple	50	\$ 13.14	\$ 657.00	\$ 15.05	\$ 752.50	\$ -	\$ -	\$ -	\$ -
26	2 x 8 brass Nipple	50	\$ 17.53	\$ 876.50	\$ 20.89	\$ 1,044.50	\$ -	\$ -	\$ -	\$ -
27	2" x 12 Brass Nipple	50	\$ 25.89	\$ 1,294.50	\$ 29.67	\$ 1,483.50	\$ -	\$ -	\$ -	\$ -
Total Section D				<u>\$ 11,483.75</u>	<u>\$ 11,595.30</u>	<u>No Bid</u>	<u>No Bid</u>			
Section E Plastic & Cast Iron Meter Boxes										
1	Plastic Meter Box with cover 17" x 12"	100	\$ 13.34	\$ 1,334.00	\$ 19.50	\$ 1,950.00	\$ 11.10	\$ 1,110.00	\$ -	\$ -
2	Large Plastic Meter Box with cover	150	\$ 28.83	\$ 4,324.50	\$ 26.00	\$ 3,900.00	\$ 19.90	\$ 2,985.00	\$ -	\$ -
3	Cast Iron Meter Box cover only # 86	800	\$ -	\$ -	\$ 9.41	\$ 7,528.00	\$ 11.50	\$ 9,200.00	\$ -	\$ -
4	Cast Iron Large Rectangular Meter Box	150	\$ -	\$ -	\$ 77.14	\$ 11,571.00	\$ 89.50	\$ 13,425.00	\$ -	\$ -
5	Cast Iron Large rectangular meter box	50	\$ -	\$ -	\$ 26.29	\$ 1,314.50	\$ 33.50	\$ 1,675.00	\$ -	\$ -
6	1 x 5 1/4 valve box riser with lid	500	\$ -	\$ -	\$ 5.29	\$ 2,645.00	\$ 11.65	\$ 5,825.00	\$ -	\$ -
7	2 1/4 x 5 1/4 valve box riser with lid	500	\$ -	\$ -	\$ 17.06	\$ 8,530.00	\$ 18.40	\$ 9,200.00	\$ -	\$ -
8	18 x 24 adj. Valve box #461-s with lid	300	\$ -	\$ -	\$ 24.71	\$ 7,413.00	\$ 27.50	\$ 8,250.00	\$ -	\$ -
9	24 x 36 adj. Valve box #562-s with lid	300	\$ -	\$ -	\$ 36.47	\$ 10,941.00	\$ 40.30	\$ 12,090.00	\$ -	\$ -
10	9" valve box extension with lid	10	\$ -	\$ -	\$ 28.33	\$ 283.30	\$ 33.15	\$ 331.50	\$ -	\$ -
11	C.I. Meter box oval #86 complete	300	\$ -	\$ -	\$ 30.59	\$ 9,177.00	\$ 34.70	\$ 10,410.00	\$ -	\$ -
Total Section E				<u>\$ 5,658.50</u>	<u>\$ 65,252.80</u>	<u>\$ 74,501.50</u>	<u>No Bid</u>			

ACT Pipe & Supply
 Laredo, TX

HD Supply Waterworks
 San Antonio, TX

Ferguson Waterworks
 Mission, TX

Titan Pipe & Supply
 Corpus Christi, TX

Item	Description	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Section F- Brass and Galvanized										
Item	Description									
1	4" Mechanical Joint Solid Cap	2	\$ 53.24	\$ 106.48	\$ 10.00	\$ 20.00	\$ 53.53	\$ 107.06	\$ 20.15	\$ 40.30
2	6" Mechanical Joint Solid Cap	20	\$ 44.97	\$ 899.40	\$ 38.40	\$ 768.00	\$ 39.90	\$ 798.00	\$ 28.45	\$ 569.00
3	8" Mechanical Joint Solid Cap	20	\$ 64.53	\$ 1,290.60	\$ 56.53	\$ 1,130.60	\$ 58.15	\$ 1,163.00	\$ 45.00	\$ 900.00
4	10" Mechanical Joint Solid Cap	1	\$ 92.40	\$ 92.40	\$ 57.64	\$ 57.64	\$ 84.43	\$ 84.43	\$ 67.80	\$ 67.80
5	12" Mechanical Joint Solid Cap	6	\$ 112.20	\$ 673.20	\$ 95.36	\$ 572.16	\$ 103.80	\$ 622.80	\$ 85.90	\$ 515.40
6	14" Mechanical Joint Solid Cap	1	\$ 281.84	\$ 281.84	\$ 10.00	\$ 10.00	\$ 265.67	\$ 265.67	\$ 229.80	\$ 229.80
7	16" Mechanical Joint Solid Cap	6	\$ 350.28	\$ 1,751.40	\$ 307.35	\$ 1,836.75	\$ 333.70	\$ 1,988.50	\$ 295.55	\$ 1,477.75
8	3 X 2 Mechanical Joint Trapped Caps	1	\$ 51.82	\$ 51.82	\$ 35.00	\$ 35.00	\$ 48.18	\$ 48.18	\$ 40.35	\$ 40.35
9	4 X 2 Mechanical Joint Trapped Caps	1	\$ 52.31	\$ 52.31	\$ 54.98	\$ 54.98	\$ 65.10	\$ 65.10	\$ 40.35	\$ 40.35
10	6 X 2 Mechanical Joint Trapped Caps	10	\$ 64.04	\$ 640.40	\$ 55.61	\$ 556.10	\$ 59.11	\$ 591.10	\$ 48.60	\$ 486.00
11	6 X 3 Mechanical Joint Trapped Caps	1	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 151.29	\$ 151.29	\$ 87.45	\$ 87.45
12	6 X 4 Mechanical Joint Trapped Caps	5	\$ -	\$ -	\$ 100.00	\$ 500.00	\$ 149.82	\$ 749.10	\$ 87.45	\$ 437.25
13	8 X 2 Mechanical Joint Trapped Caps	30	\$ 84.08	\$ 2,522.40	\$ 73.83	\$ 2,208.90	\$ 78.27	\$ 2,348.10	\$ 65.70	\$ 1,971.00
14	8 X 3 Mechanical Joint Trapped Caps	1	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 168.38	\$ 168.38	\$ 104.55	\$ 104.55
15	8 X 4 Mechanical Joint Trapped Caps	1	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 256.61	\$ 256.61	\$ 104.55	\$ 104.55
16	10 X 2 Mechanical Joint Trapped Caps	1	\$ 111.46	\$ 111.46	\$ 50.00	\$ 50.00	\$ 104.05	\$ 104.05	\$ 88.00	\$ 88.00
17	12 X 2 Mechanical Joint Trapped Caps	2	\$ 118.14	\$ 236.28	\$ 113.66	\$ 227.32	\$ 123.41	\$ 246.82	\$ 106.05	\$ 212.10
18	14 X 2 Mechanical Joint Trapped Caps	1	\$ 314.60	\$ 314.60	\$ 50.00	\$ 50.00	\$ 299.31	\$ 299.31	\$ 264.50	\$ 264.50
19	16 X 2 Mechanical Joint Trapped Caps	2	\$ 375.20	\$ 750.40	\$ 301.38	\$ 602.76	\$ 360.35	\$ 720.70	\$ 323.00	\$ 646.00
20	6 X 6 Mechanical Joint Cross	1	\$ 213.64	\$ 213.64	\$ 175.63	\$ 175.63	\$ 192.69	\$ 192.69	\$ 149.60	\$ 149.60
21	8 X 6 Mechanical Joint Cross	1	\$ 269.93	\$ 269.93	\$ 225.24	\$ 225.24	\$ 244.57	\$ 244.57	\$ 197.70	\$ 197.70
22	8 X 8 Mechanical Joint Cross	5	\$ 287.95	\$ 1,439.75	\$ 247.72	\$ 1,238.60	\$ 253.27	\$ 1,266.35	\$ 211.70	\$ 1,058.50
23	10 X 2 Mechanical Joint Trapped Caps	1	\$ 111.46	\$ 111.46	\$ 50.00	\$ 50.00	\$ 104.05	\$ 104.05	\$ 88.00	\$ 88.00
24	6" Mechanical Joint (1/3) 45 ELL	10	\$ 97.28	\$ 972.80	\$ 81.42	\$ 814.20	\$ 86.54	\$ 865.40	\$ 64.70	\$ 647.00
25	6" Mechanical Joint (1/4) 90 ELL	5	\$ 106.57	\$ 532.85	\$ 90.41	\$ 452.05	\$ 96.10	\$ 480.50	\$ 74.50	\$ 372.50
26	8" Mechanical Joint (1/8) 45 ELL	10	\$ 138.84	\$ 1,388.40	\$ 118.88	\$ 1,188.80	\$ 126.36	\$ 1,263.60	\$ 100.40	\$ 1,004.00
27	12" Mechanical Joint (1/8) 45 ELL	10	\$ 240.53	\$ 2,405.30	\$ 144.22	\$ 1,442.20	\$ 224.19	\$ 2,241.90	\$ 188.90	\$ 1,889.00
28	16" Mechanical Joint (1/8) 45 ELL	4	\$ 575.42	\$ 2,301.68	\$ 506.80	\$ 2,027.20	\$ 538.66	\$ 2,154.64	\$ 458.60	\$ 1,834.40
29	16" Mechanical Joint (1/4) 90 ELL	2	\$ 716.22	\$ 1,432.44	\$ 593.68	\$ 1,187.36	\$ 683.48	\$ 1,366.96	\$ 607.70	\$ 1,215.40
30	6 X 13 Mechanical Joint Anchor Nipple	30	\$ 128.13	\$ 3,843.90	\$ 111.29	\$ 3,338.70	\$ 108.12	\$ 3,243.60	\$ 111.25	\$ 3,337.50
31	6 X 24 Mechanical Joint Anchor Nipple	10	\$ 177.50	\$ 1,775.00	\$ 146.36	\$ 1,463.60	\$ 168.91	\$ 1,689.10	\$ 163.50	\$ 1,635.00
32	8 X 13 Mechanical Joint Anchor Nipple	50	\$ 198.13	\$ 9,906.50	\$ 180.14	\$ 9,007.00	\$ 173.00	\$ 8,750.00	\$ 180.10	\$ 9,005.00
33	6" Mechanical Joint Solid Plug	20	\$ 40.35	\$ 807.00	\$ 20.00	\$ 400.00	\$ 29.67	\$ 593.40	\$ 30.50	\$ 610.00
34	12" Mechanical Joint Solid Plug	4	\$ 99.92	\$ 399.68	\$ 90.00	\$ 360.00	\$ 82.47	\$ 329.88	\$ 84.85	\$ 339.40
35	16" Mechanical Joint Solid Plug	2	\$ 306.32	\$ 612.64	\$ 50.00	\$ 100.00	\$ 268.53	\$ 537.06	\$ 276.40	\$ 552.80
36	6 X 2 Mechanical Joint Trapped Plug	20	\$ 59.91	\$ 1,198.20	\$ 45.85	\$ 917.00	\$ 49.79	\$ 995.80	\$ 51.20	\$ 1,024.00
37	6 X 3 Mechanical Joint Trapped Plug	1	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 135.50	\$ 135.50	\$ 90.05	\$ 90.05
38	6 X 4 Mechanical Joint Trapped Plug	1	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 227.72	\$ 227.72	\$ 90.05	\$ 90.05
39	8 X 2 Mechanical Joint Trapped Plug	10	\$ 76.08	\$ 760.80	\$ 60.00	\$ 600.00	\$ 63.57	\$ 635.70	\$ 65.70	\$ 657.00
40	8 X 6 Mechanical Joint Reducer Bell & Spigot	5	\$ 96.31	\$ 481.55	\$ 50.00	\$ 250.00	\$ 90.84	\$ 454.20	\$ 78.90	\$ 394.50
41	12 X 6 Mechanical Joint Reducer Bell & Bell	2	\$ 169.40	\$ 338.80	\$ 129.92	\$ 259.84	\$ 144.03	\$ 288.06	\$ 127.30	\$ 254.60
42	12 X 8 Mechanical Joint Reducer Bell & Bell	1	\$ 176.24	\$ 176.24	\$ 132.77	\$ 132.77	\$ 147.04	\$ 147.04	\$ 130.40	\$ 130.40
43	16 X 8 Mechanical Joint Reducer Bell & Spigot	1	\$ 454.42	\$ 454.42	\$ 300.00	\$ 300.00	\$ 440.73	\$ 440.73	\$ 405.75	\$ 405.75
44	8" Mechanical joint 90 1/4 elbow	50	\$ 153.51	\$ 7,675.50	\$ 137.51	\$ 6,875.50	\$ 141.44	\$ 7,072.00	\$ 115.90	\$ 5,795.00
45	12" Mechanical joint 90 1/8 elbow	50	\$ 282.57	\$ 14,128.50	\$ 246.32	\$ 12,316.00	\$ 224.19	\$ 11,209.50	\$ 233.40	\$ 11,670.00
46	16 x 12 Mechanical joint reducer bell & spigot	2	\$ 472.51	\$ 945.02	\$ 150.00	\$ 300.00	\$ 459.41	\$ 918.82	\$ 424.95	\$ 849.90
47	4 x 7 1/2 Mechanical joint solid sleeve	1	\$ 81.11	\$ 81.11	\$ 31.03	\$ 31.03	\$ 52.25	\$ 52.25	\$ 34.85	\$ 34.85

Bid Tabulation
 FY08-052 MJ Fittings, Valve Boxes
 March 28, 2008 3:00PM

Item	Description	ACT Pipe & Supply Laredo, TX			WD Supply Waterworks San Antonio, TX		Ferguson Waterworks Mission, TX		Titan Pipe & Supply Corpus Christi, TX	
		Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
10	#227 Full Circle Clamp; 6"X20"	5	\$ 183.60	\$ 918.00	\$ 50.00	\$ 250.00	\$ 206.03	\$ 1,030.16	\$ -	\$ -
11	#226 Full Circle Clamp; 6"X30"	25	\$ 197.70	\$ 4,942.50	\$ 232.02	\$ 5,800.50	\$ 219.81	\$ 5,495.25	\$ -	\$ -
12	#227 Full Circle Clamp; 6"X30"	5	\$ 266.75	\$ 1,333.75	\$ 75.00	\$ 375.00	\$ 299.37	\$ 1,496.85	\$ -	\$ -
13	#226 Full Circle Clamps; 6"X7-1/2"	125	\$ 50.35	\$ 6,293.75	\$ 65.59	\$ 8,198.75	\$ 55.00	\$ 7,000.00	\$ -	\$ -
14	#227 Full Circle Clamp; 6"X7-1/2"	10	\$ 68.80	\$ 688.00	\$ 25.00	\$ 250.00	\$ 75.55	\$ 755.50	\$ -	\$ -
15	AC Pipe Clamp; 6"X7-1/2"	10	\$ 68.80	\$ 688.00	\$ 57.10	\$ 571.00	\$ 57.11	\$ 571.10	\$ -	\$ -
16	Clamp; 6"X 7-1/2"X 1cc	10	\$ 98.70	\$ 987.00	\$ 82.71	\$ 827.10	\$ 84.76	\$ 847.60	\$ -	\$ -
17	#226 Full Circle Clamp; 8" X 10"	75	\$ 79.60	\$ 5,970.00	\$ 93.58	\$ 7,018.50	\$ 85.19	\$ 6,614.25	\$ -	\$ -
18	#227 Full Circle Clamp; 8" X 10"	10	\$ 98.35	\$ 983.50	\$ 60.00	\$ 600.00	\$ 105.55	\$ 1,055.50	\$ -	\$ -
19	#226 Full Circle Clamp; 8" X 12-1/2"	30	\$ 96.45	\$ 2,893.50	\$ 119.91	\$ 3,597.30	\$ 105.73	\$ 3,201.90	\$ -	\$ -
20	#227 Full Circle Clamp; 8" X 12-1/2"	10	\$ 115.15	\$ 1,151.50	\$ 80.00	\$ 800.00	\$ 128.75	\$ 1,287.50	\$ -	\$ -
21	Clamp; 8"X12-1/2"X1cc	5	\$ 145.05	\$ 725.25	\$ 139.22	\$ 696.10	\$ 139.25	\$ 696.25	\$ -	\$ -
22	#226 Full Circle Clamp; 8"x15"	30	\$ 114.95	\$ 3,448.50	\$ 142.88	\$ 4,286.40	\$ 169.93	\$ 5,097.90	\$ -	\$ -
23	#227 Full Circle Clamp; 8"x15"	10	\$ 152.05	\$ 1,520.50	\$ 60.00	\$ 600.00	\$ 170.70	\$ 1,707.00	\$ -	\$ -
24	Clamps; 8"X15"X1cc	50	\$ 181.95	\$ 9,097.50	\$ 160.91	\$ 8,045.50	\$ 164.30	\$ 8,215.00	\$ -	\$ -
25	#226 Full Circle Clamp; 8"X20"	30	\$ 159.30	\$ 4,779.00	\$ 180.92	\$ 5,427.60	\$ 175.19	\$ 5,285.70	\$ -	\$ -
26	#227 Full Circle Clamp; 8"X20"	10	\$ 203.20	\$ 2,032.00	\$ 60.00	\$ 600.00	\$ 223.39	\$ 2,233.90	\$ -	\$ -
27	#226 Full Circle Clamp; 8"X30"	50	\$ 224.15	\$ 11,207.50	\$ 249.27	\$ 12,463.50	\$ 246.58	\$ 12,334.00	\$ -	\$ -
28	#226 Full Circle Clamp; 8"X7-1/2"	40	\$ 60.20	\$ 2,408.00	\$ 70.72	\$ 2,828.80	\$ 66.51	\$ 2,660.40	\$ -	\$ -
29	#227 Full Circle Clamp; 8"X7-1/2"	10	\$ 77.85	\$ 778.50	\$ 30.00	\$ 300.00	\$ 85.57	\$ 855.70	\$ -	\$ -
30	#226 Full Circle Clamp; 12"x7-1/2"	25	\$ 115.30	\$ 2,882.50	\$ 91.98	\$ 2,299.50	\$ 91.03	\$ 2,275.75	\$ -	\$ -
31	#226 Full Circle Clamp; 12"x10"	15	\$ 118.30	\$ 1,774.50	\$ 122.34	\$ 1,835.10	\$ 122.34	\$ 1,835.10	\$ -	\$ -
32	#226 Full Circle Clamp; 12"x15"	20	\$ 165.35	\$ 3,307.00	\$ 180.14	\$ 3,602.80	\$ 182.03	\$ 3,640.60	\$ -	\$ -
33	#226 Full Circle Clamp; 12"X20"	20	\$ 218.40	\$ 4,368.00	\$ 237.94	\$ 4,758.80	\$ 240.42	\$ 4,808.40	\$ -	\$ -
34	#226 Full Circle Clamp; 12"X30"	5	\$ 330.85	\$ 1,654.25	\$ 360.29	\$ 1,801.45	\$ 360.29	\$ 1,801.45	\$ -	\$ -
35	#228 Full Circle Clamp; 14"X15"	10	\$ 334.65	\$ 3,346.50	\$ 368.71	\$ 3,687.10	\$ 361.11	\$ 3,611.10	\$ -	\$ -
36	#228 Full Circle Clamp; 14"X20"	5	\$ 448.30	\$ 2,241.50	\$ 486.20	\$ 2,431.00	\$ 458.48	\$ 2,292.40	\$ -	\$ -
37	#228 Full Circle Clamp; 16"X10"	10	\$ 243.55	\$ 2,435.50	\$ 265.14	\$ 2,651.40	\$ 270.73	\$ 2,707.30	\$ -	\$ -
38	#228 Full Circle Clamp; 16"X15"	10	\$ 350.10	\$ 3,501.00	\$ 389.33	\$ 3,893.30	\$ 389.33	\$ 3,893.30	\$ -	\$ -
39	#228 Full Circle Clamp; 16"X20"	15	\$ 475.35	\$ 7,130.25	\$ 528.56	\$ 7,928.40	\$ 525.80	\$ 7,887.00	\$ -	\$ -
40	#228 Full Circle Clamp; 16"X30"	10	\$ 718.90	\$ 7,189.00	\$ 799.28	\$ 7,992.80	\$ 799.29	\$ 7,992.90	\$ -	\$ -
41	#228 Full Circle Clamp; 20"X30"	2	\$ 787.60	\$ 1,575.20	\$ 892.11	\$ 1,784.22	\$ 892.11	\$ 1,784.22	\$ -	\$ -
42	Redi Clamp; 1"x3'	25	\$ 5.96	\$ 149.00	\$ 5.27	\$ 131.75	\$ 4.94	\$ 123.50	\$ -	\$ -
43	Redi Clamp; 1-1/2"x3'	10	\$ 6.17	\$ 61.70	\$ 5.61	\$ 56.10	\$ 5.40	\$ 54.00	\$ -	\$ -
44	Full Circle Clamp; 2"x12"-1/2"	50	\$ 53.10	\$ 2,655.00	\$ 69.89	\$ 3,494.50	\$ 61.71	\$ 3,085.50	\$ -	\$ -
45	Full Circle Clamp; 2"x7"-1/2"	100	\$ 31.60	\$ 3,160.00	\$ 39.26	\$ 3,926.00	\$ 34.76	\$ 3,476.00	\$ -	\$ -
46	Full Circle - Collar Leak Clamp; 2"X7-1/2"	20	\$ 44.85	\$ 897.00	\$ 32.37	\$ 647.40	\$ 34.77	\$ 695.40	\$ -	\$ -
47	Redi Clamp; 2"X3"	40	\$ 6.54	\$ 261.60	\$ 6.34	\$ 253.60	\$ 5.95	\$ 238.00	\$ -	\$ -
48	Full Circle Clamp; 3"X7-1/2"	15	\$ 37.60	\$ 564.00	\$ 46.76	\$ 701.40	\$ 43.84	\$ 657.60	\$ -	\$ -
49	Redi Clamp; 3/4"X3'	25	\$ 5.07	\$ 126.75	\$ 4.82	\$ 120.50	\$ 4.53	\$ 113.25	\$ -	\$ -
50	Full Circle Clamp; 4"X7-1/2"	15	\$ 42.70	\$ 640.50	\$ 50.09	\$ 751.35	\$ 45.96	\$ 704.40	\$ -	\$ -
51	Redi Clamp; 1"x6"	12	\$ 10.94	\$ 131.28	\$ 9.86	\$ 118.32	\$ 8.88	\$ 106.56	\$ -	\$ -
52	Redi Clamp; 1-1/2"x6"	12	\$ 12.22	\$ 146.64	\$ 10.84	\$ 130.08	\$ 10.16	\$ 121.92	\$ -	\$ -
53	Redi Clamp; 2"X6"	12	\$ 13.25	\$ 159.00	\$ 11.50	\$ 138.00	\$ 10.67	\$ 128.04	\$ -	\$ -
54	Redi Clamp; 3/4"X6"	12	\$ 10.21	\$ 122.52	\$ 8.99	\$ 107.88	\$ 8.34	\$ 100.08	\$ -	\$ -
Total Section H				\$ 147,698.31		\$ 166,428.00		\$ 160,737.22		No Bid

Item	Description	Quantity	ACT Pipe & Supply Laredo, TX		HD Supply Waterworks San Antonio, TX		Ferguson Waterworks Mission, TX		Titen Pipe & Supply Corpus Christi, TX	
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
48	6 x 7 1/2 Mechanical joint solid sleeve	50	\$ 81.15	\$ 4,057.50	\$ 64.42	\$ 3,221.00	\$ 89.95	\$ 3,497.50	\$ 47.60	\$ 2,380.00
49	8 x 7 1/2 Mechanical joint solid sleeve	50	\$ 104.82	\$ 5,231.00	\$ 88.62	\$ 4,431.00	\$ 91.16	\$ 4,558.00	\$ 64.15	\$ 3,207.50
50	12 x 7 1/2 M.J. solid sleeve	10	\$ 161.82	\$ 1,618.20	\$ 134.75	\$ 1,347.50	\$ 143.23	\$ 1,432.30	\$ 105.60	\$ 1,056.00
51	12 x 12 M.J. solid sleeve	5	\$ 203.37	\$ 1,016.85	\$ 174.97	\$ 874.85	\$ 185.97	\$ 929.85	\$ 149.60	\$ 748.00
52	16 x 15 M.J. solid sleeve	4	\$ 503.05	\$ 2,012.24	\$ 436.77	\$ 1,747.08	\$ 464.23	\$ 1,856.92	\$ 382.00	\$ 1,528.00
53	5 x 6 M.J. anchoring tee	5	\$ 187.73	\$ 938.65	\$ 168.95	\$ 844.75	\$ 179.57	\$ 897.85	\$ 160.45	\$ 802.25
54	8 x 6 M.J. anchoring tee	20	\$ 232.71	\$ 4,654.20	\$ 216.71	\$ 4,334.20	\$ 222.91	\$ 4,458.20	\$ 199.75	\$ 3,995.00
55	8 x 6 M.J. tee	20	\$ 196.04	\$ 3,920.80	\$ 167.87	\$ 3,357.40	\$ 166.50	\$ 3,331.80	\$ 141.60	\$ 2,836.00
56	8 x 8 M.J. tee	10	\$ 212.17	\$ 2,121.70	\$ 182.11	\$ 1,821.10	\$ 179.16	\$ 1,791.60	\$ 154.70	\$ 1,547.00
57	12 x 6 M.J. tee	5	\$ 307.02	\$ 1,535.10	\$ 236.24	\$ 1,181.20	\$ 273.07	\$ 1,369.85	\$ 240.15	\$ 1,200.75
58	12 x 8 M.J. tee	5	\$ 334.88	\$ 1,674.40	\$ 292.09	\$ 1,460.45	\$ 295.61	\$ 1,493.05	\$ 286.50	\$ 1,327.50
59	12 x 12 M.J. tee	2	\$ 395.75	\$ 791.50	\$ 350.22	\$ 700.44	\$ 351.91	\$ 703.82	\$ 320.40	\$ 640.80
60	16 x 8 M.J. tee	2	\$ 866.80	\$ 1,733.60	\$ 764.59	\$ 1,529.18	\$ 815.73	\$ 1,631.46	\$ 743.80	\$ 1,487.60
61	16x 6 M.J. tee	1	\$ 812.04	\$ 812.04	\$ 699.44	\$ 699.44	\$ 763.43	\$ 763.43	\$ 690.00	\$ 690.00
62	8" 90 degree elbow	10	\$ 153.51	\$ 1,535.10	\$ 137.61	\$ 1,375.10	\$ 141.44	\$ 1,414.40	\$ 115.90	\$ 1,159.00
63	12" 90 elbow	10	\$ 262.57	\$ 2,625.70	\$ 246.32	\$ 2,463.20	\$ 267.43	\$ 2,674.30	\$ 233.40	\$ 2,334.00
64	8" x 6" B/B Reducer	20	\$ 109.02	\$ 2,180.40	\$ 91.40	\$ 1,828.00	\$ 97.15	\$ 1,943.00	\$ 72.55	\$ 1,450.00
65	16" x 8" B/B Reducer	5	\$ 396.24	\$ 1,981.20	\$ 336.23	\$ 1,681.15	\$ 372.74	\$ 1,863.70	\$ 320.90	\$ 1,604.50
66	6"x 12" M.J. Solid Sleeve	25	\$ 102.66	\$ 2,566.50	\$ 94.78	\$ 2,369.50	\$ 92.07	\$ 2,301.75	\$ 70.40	\$ 1,760.00
67	8" x 12" M.J. Solid Sleeve	15	\$ 131.02	\$ 1,965.30	\$ 121.70	\$ 1,825.55	\$ 118.31	\$ 1,774.65	\$ 92.10	\$ 1,381.50
Total Section F				\$ 109,579.08		\$ 93,266.32		\$ 98,990.65		\$ 86,756.75
Section G - Copper Pipe Type "K" 1/2" - 2" soft										
60 Ft. Coils and 20 Ft. joints										
1	3/4" Type "K" 60' coils Copper Pipe	30,000	\$ 3.80	\$ 114,000.00	\$ 4.23	\$ 126,900.00	\$ 4.7652	\$ 143,956.00	\$ -	\$ -
2	1" Type "K" 60' coils Copper Pipe	6,000	\$ 4.97	\$ 29,820.00	\$ 5.25	\$ 31,500.00	\$ 6.2620	\$ 37,572.00	\$ -	\$ -
3	1 1/2" Type "K" 20' joint Copper Pipe	400	\$ 7.79	\$ 3,116.00	\$ 10.15	\$ 4,060.00	\$ 13.965	\$ 5,586.00	\$ -	\$ -
4	2" Type "K" 20' joint Copper Pipe	600	\$ 12.00	\$ 7,200.00	\$ 15.96	\$ 9,576.00	\$ 15.5148	\$ 9,308.88	\$ -	\$ -
Total Section G				\$ 154,136.00		\$ 172,036.00		\$ 196,022.88		No Bid
Section H Full Circle Repair Clamps										
Item	Description	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	#226 Full Circle Clamp; 6"X10"	120	\$ 68.35	\$ 8,202.00	\$ 84.91	\$ 10,189.20	\$ 75.97	\$ 9,116.40	\$ -	\$ -
2	#227 Full Circle Clamp; 6"X10"	10	\$ 88.55	\$ 885.50	\$ 30.00	\$ 300.00	\$ 98.35	\$ 983.50	\$ -	\$ -
3	#226 Full Circle Clamp; 6"X12-1/2"	50	\$ 80.55	\$ 4,027.50	\$ 100.12	\$ 5,006.00	\$ 89.58	\$ 4,479.00	\$ -	\$ -
4	#227 Full Circle Clamp; 6"X12-1/2"	50	\$ 103.25	\$ 5,162.50	\$ 30.00	\$ 1,500.00	\$ 115.89	\$ 5,794.50	\$ -	\$ -
5	Clamp; 6"X 12-1/2"X 1cc	5	\$ 133.15	\$ 665.75	\$ 124.65	\$ 623.25	\$ 124.66	\$ 623.30	\$ -	\$ -
6	#226 Full Circle Clamp; 6"X15"	40	\$ 93.60	\$ 3,744.00	\$ 109.88	\$ 4,395.20	\$ 104.10	\$ 4,164.00	\$ -	\$ -
7	#227 Full Circle Clamp; 6"X15"	5	\$ 133.75	\$ 668.75	\$ 50.00	\$ 250.00	\$ 147.00	\$ 735.00	\$ -	\$ -
8	Clamp; 6"X 15"X 1cc	5	\$ 163.65	\$ 818.25	\$ 151.89	\$ 759.45	\$ 143.71	\$ 718.55	\$ -	\$ -
9	#226 Full Circle Clamp; 6"X20"	75	\$ 135.70	\$ 10,177.50	\$ 197.70	\$ 14,827.50	\$ 150.65	\$ 11,313.75	\$ -	\$ -

COUNCIL COMMUNICATION

DATE: 04/19/10	SUBJECT: MOTIONS Consideration to award contract FY10-044 to the low bidder, Sky Resources, L.L.C, Columbus, OH, in the total amount of \$51,190.00 for the purchase of 3,000 smoke detectors. These smoke detectors will be distributed by the Fire Department as part of the department's fire prevention program. Funding is available utilizing grant proceeds from FEMA - Assistance to Firefighters (AFG) Grant.
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Steve E. Landin., Fire Chief Francisco Meza, Purchasing Agent
PREVIOUS COUNCIL ACTION:	
BACKGROUND: The City received eight bids for the purchase of 300 smoke detector for special needs population and 2,200 regular smoke detectors for distribution by the Fire Department.	
Bid Summary	
Sky Resources, Columbus, OH	\$ 51,190.00
Asset Lighting, Lakewood, NJ	\$ 53,317.00
Business Services, San Diego, CA	\$ 64,772.00
Patria Office Supply, Laredo, TX	\$ 65,321.00
Safety Supply, San Antonio, TX	\$ 64,446.00
Dr. Ike's Home Center, Laredo, TX	\$ 69,430.00
Risktec Solutions, Inc., Houston, TX	\$ 69,430.00
Profire Protection Inc., Corpus Christi, TX	\$109,010.00
FINANCIAL IMPACT: Fund for the purchase of these smoke detectors is available from FEMA grant funding to promote both fire prevention and public safety for the fire department.	
Special Fire Grants – Assistance To Firefighters (AFG) Grant Account Number: 260-2488-522-2400	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended this contract be approved.

City of Laredo

Bid Tabulation

FY10-44

March 30, 2010 3:40 P.M

Safety Supply Inc.
San Antonio, TX

Profire Protection, Inc
Corpus Christi, TX

Sky Resources, LLC
Columbus, Ohio

Patria Office
Laredo, TX

Asset I
Lakew

Description	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price
Smoke Detector for Special Needs Population	300	\$ 97.30	\$ 29,190.00	\$ 161.26	\$ 48,378.00	\$ 88.50	\$ 26,550.00	\$ 98.57	\$ 29,571.00	\$ 96.87
Regular Smoke Detectors	2,200	\$ 16.48	\$ 36,256.00	\$ 27.56	\$ 60,632.00	\$ 11.20	\$ 24,640.00	\$ 16.25	\$ 35,750.00	\$ 11.48
			<u>\$ 65,446.00</u>		<u>\$ 109,010.00</u>		<u>\$ 51,190.00</u>		<u>\$ 65,321.00</u>	

Brand Name /Model number	Gentex 7109 Kidde 9000136	Gentex 7109 Kidde 9000136/wSmart	Gentex 7139LS/visual Kidde 0910 w/smart	Gentex 7139LS/visual Kidde 0910 w/smart	Gentex 7319 Kidde 910
Delivery	2-3 weeks ARO	30 days aro	15 days	2-3 Weeks	2-4 Weeks

Lighting	Risktec Solutions, Inc.	Dr. Ike's Home Center	Business Services
Wood, NJ	Houston, TX	Laredo, TX	San Diego, CA

Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
\$ 29,061.00	\$ 107.50	\$ 32,250.00	\$ 109.00	\$ 32,700.00	\$ 149.98	\$ 44,994.00
\$ 25,256.00	\$ 16.90	\$ 37,180.00	\$ 16.00	\$ 35,200.00	\$ 8.99	\$ 19,778.00
<u>\$ 54,317.00</u>		<u>\$ 69,430.00</u>		<u>\$ 67,900.00</u>		<u>\$ 64,772.00</u>

Gentex Model 713LS Kidde 910	Gentex-Model 7109LS Kidde 910	Gentex 7139LS/visual Kidde #21006654
2-3 Weeks	2 weeks	15-20 days

COUNCIL COMMUNICATION

DATE: 5/17/10	SUBJECT: MOTION Discussion with possible action on whether or not to negotiate the terms of a successor agreement to the current Interlocal Agreement with Webb County, Texas that began on October 1, 2005, and terminates on September 30, 2010, through which the Laredo Fire Department provides fire protection, emergency medical and rescue services within Webb County, but excluding any incorporated city lying outside the incorporated limits of the City of Laredo.	
INITIATED BY: Carlos R. Villarreal City Manager		STAFF SOURCE: Fire Chief Steve Landin
PREVIOUS COUNCIL ACTION: On 9/19/2005, the current interlocal agreement was approved for a five year term, at a cost of \$600,000.00 annually, payable in sixty equal monthly installments of \$50,000.00; and purchase by the County of two (2) Brush Master Fire Apparatus trucks. On October 20, 2003, the City and County entered into a similar agreement for a two year term at a cost of \$1,125,000.00.		
BACKGROUND: The authority for the city and county to enter into this agreement is found in the Interlocal Cooperation Act, Chapter 791, <u>Texas Government Code</u> . The Fire Union filed two different proceedings regarding the Laredo Fire Department's coverage of Webb County. There is a pending grievance filed that is scheduled for a hearing before an arbitrator as well as a pending lawsuit filed by the Union in district court.		
FINANCIAL IMPACT:		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION:



OFFICE OF THE COUNTY ATTORNEY

1110 WASHINGTON ST., SUITE 301
P.O. BOX 420268
LAREDO, TEXAS 78042-0268

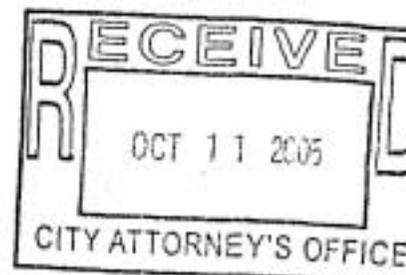
(956) 523-4044
Telecopier (956) 523-5005

Homero Ramirez
Webb County Attorney

Assistant County Attorneys:

Michael Buklewicz
Nathan R. Bratton
Fortunato Paredes
Sonya M. Garcia
Timothy Bland
Alexandra Coletti-Sells
Robert Kline
Shawn Coker
Aaron Rediker
Robert Kline
Gustavo Martinez
Angelina Calloway

October 5, 2005



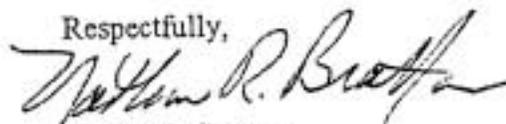
Mr. Larry Dovalina
City Manager
City of Laredo
1110 Houston
Laredo, Texas 78040

Re: Interlocal Agreement

Dear Mr. Dovalina,

Enclosed you will find duplicate original interlocal agreements between Webb County and the City of Laredo for the Fire and EMS and Rescue Services. The Webb County Commissioners Court approved this item on September 26, 2005. Please sign both and return one (1) agreement to our office for further processing. Should you have any questions please contact our office at 523-4044. Thank you for your time and attention to this matter.

Respectfully,


Nathan R. Bratton
First Assistant County Attorney

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LAREDO AND COUNTY OF WEBB

This contract is entered into between the County of Webb, hereinafter referred to as "County," and the City of Laredo, hereinafter referred to as "City," and is entered into pursuant to Section 352.001 of the Local Government Code and Chapter 791 of the Texas Government Code;

WHEREAS, County and City wish to enter into this agreement whereby the City will provide fire protection, emergency medical, and rescue services for all unincorporated areas of the County outside the incorporated limits of the City; and

WHEREAS, County and City wish to enter into this agreement pursuant to the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

NOW, THEREFORE, City and County agree as follows:

Section 1: City shall provide fire protection, emergency medical, and rescue services within the County of Webb, but excluding any incorporated city lying outside the incorporated limits of the city of Laredo, for any emergency call for which the equipment and manpower of the Fire Department of the City are needed. Any call will be considered a bona-fide alarm and will receive emergency response to the extent that manpower and equipment of the Fire Department if the City are available for such response.

Section 2: The term of this contract is for five (5) years commencing on October 1, 2005 and ending September 30, 2010.

Section 3: In consideration for the City responding to fire, emergency medical, and rescue calls outside the city limits and within Webb County, during the term specified in Section 2, the County will pay the City of Laredo, the sum \$600,000.00 annually for the next five (5) years which shall be payable in sixty (60) equal monthly installment payments of \$50,000.00.

In addition to the monthly payment installments, Webb County will acquire two (2) BrushMaster Fire Apparatus upon the effective date of this agreement in an effort to enhance fire protection services throughout Webb County. The City of Laredo will acquire these two (2) BrushMaster Trucks as property and assets at no charge from the County of Webb. The City of Laredo is responsible to fuel and upkeep the vehicles at no cost to Webb County. These Emergency Response Vehicles will serve the purpose of supplementing the City of Laredo's Fire Department fleet.

- Section 4:** If for any reason during the term of this agreement, the scope of services increase or decrease or the number of calls to the unincorporated areas of the county increase or decrease, because of the incorporation or disincorporation, annexation or de-annexation of any municipality or area, the cost of providing services under this contract may be renegotiated or canceled by either the City and/or County by giving not less than one hundred and eighty (180) days notice to the other party in accordance with the notice provisions set forth herein in Section 8. In the event this agreement is terminated as set forth herein, the actual cost of the acquisition of the two (2) BrushMaster Fire Apparatus shall be prorated over the term of the contract and the County shall be reimbursed for that portion of the contract which is unused.
- Section 5:** The City shall provide the County a monthly report of the number of calls received and answered by the City involving fire protection, emergency medical, and rescue services contemplated herein. Said report shall list the location, time, date, duration, number of units responding, type of unit responding, and the name and address of the person or persons assisted unless disclosure of the name of the person or persons is prohibited by law, in which case the number of individuals and nature of the assistance shall be reported.
- Section 6:** Definitions: fire protection, emergency medical, and rescue services provided by the City in unincorporated areas of the County will be limited to the following:
- 1.) Fire suppression and firefighting/structural, grass, vehicular, and rubbish fires.
 - 2.) Emergency medical ambulance service with certified personnel.
 - 3.) Assisting in vehicular accidents--all emergency extraction and/or gasoline wash-downs. Any other assistance of vehicular accidents will be at the discretion of the Webb County Sheriff.
 - 4.) Recovering drowning victims.
 - 5.) Responding to false alarms.
- Section 7:** The County shall make payments provided for in this contract from current revenues available to the County.
- Section 8:** Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail addressed as follows:

COUNTY OF WEBB: Judge Louis H. Bruni
County of Webb
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

CITY OF LAREDO: Larry Dovalina cc: City Attorney
City Manager 1110 Houston Street
City of Laredo Laredo, Texas 78040
1110 Houston Street
Laredo, Texas 78040

- Section 9:** Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- Section 10:** Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- Section 11:** Prohibition Against Assignment. There shall be no assignment or transfer to this Agreement without the prior written consent of both parties hereto.
- Section 12:** Law of Texas. This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
- Section 13:** Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged or otherwise, of all the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
- Section 14:** Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
- Section 15:** Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Section 16: Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Section 17: Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

This contract was approved by the Commissioners' Court of Webb County on the 11th day of September, 2005, and by the City Council of the City of Laredo on the 19th day of September, 2005.

Signed on this 11th day of September, 2005 by WEBB COUNTY.

Signed on this 19th day of October, 2005 by the CITY OF LAREDO.

Louis H. Bruni
Louis H. Bruni, Webb County Judge

Larry Doralina
Larry Doralina, City Manager

ATTEST:

ATTEST:

Margie Ibarra
Margie Ibarra
County Clerk

Gustavo Guevara, Jr.
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Homero Ramirez
Homero Ramirez
Webb County Attorney

Jaime L. Flores
Jaime L. Flores
City Attorney

By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

COUNCIL COMMUNICATION

DATE: May 17, 2010	SUBJECT: AMENDED MOTION Amending the FY 09-10 contract with the Laredo Main Street to provide for an additional \$12,500 in funding to increase contract amount from \$37,500 to \$50,000. Funding is available in the Hotel-Motel Fund.
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Ronnie Acosta, CD Director
PREVIOUS COUNCIL ACTION: On 9-21-09 Council authorized the City Manager to execute a Third Party Funding contract with Laredo Main Street providing \$37,500.00 for operations funded through the Hotel Motel Funds. This contract was to be looked at again in April 2010 to see if there were any additional monies to bring the Laredo Main Street up to the full amount requested of \$50,000.00	
BACKGROUND: On July 7, 2007, the Council passed a resolution to support the "Streets of Laredo" as a lead agency to petition the Texas Historical Commission for the City to be listed as a Texas Main Street City. Subsequently, on October 2007, they were notified that they had been designated as a Texas Main Street City. At the City Council meeting held July 7, 2008, Council made a motion in support of the Laredo Main Street Program in the amount of \$50,000.00 for 5 years(contingent on availability of funds). Funds are intended to support the operations of the Laredo Main Street Program. At the City Council meeting of September 21, 2009, Council instructed staff to re-look at the hotel-motel monies mid-year to see if Laredo Main Street could be brought back up to \$50,000.00	
FINANCIAL IMPACT: Funding available in the Hotel Motel Reserve Fund Account # 244-4910-554-9900	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: That this amendment to the contract be passed.

COUNCIL COMMUNICATION

DATE: 5/17/10	SUBJECT: MOTION Consideration to award a demolition contract to the lowest bidder for the demolition of substandard structures for the 2008 Texas Neighborhood Stabilization Program. The demolitions consist of twenty-five (25) substandard residential structures identified in census tracts 1.01, 1.03, 2.00, 7.00, 9.02, 12.00, and 18.01 which are the only census tracts approved by the Texas Department of Housing and Community Affairs (TDHCA) for the program. A bid opening for the demolitions will be held on May 17, 2010 and staff will make their recommendation for award of the contract at the Council meeting. Funding is available in the 2008 Neighborhood Stabilization Program (NSP).
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Ronnie Acosta CD Director
PREVIOUS COUNCIL ACTION: 4-20-09- Council approved the submission of an application in the amount of \$2,025,812.00 to the Texas Department of Housing and Community Affairs for 2008 Texas Neighborhood Stabilization Program (NSP) funds made available by the U.S. Department of Housing and Urban Development (HUD).	
BACKGROUND: The Neighborhood Stabilization Program (NSP) is a HUD-funded program authorized by the "Housing and Economic Recovery Act of 2008" (HERA). The City of Laredo was identified by the Texas NSP as an entity operating in Webb County meeting the threshold of greatest need, as defined by the State in the Amendment to the State of Texas 2008 CDBG Action Plan approved by HUD on January 30, 2009, and as such, qualified under the select pool to apply for \$2,025,812 in funding. The City submitted an application and was awarded funds from the Texas Department of Housing and Community Affairs for these federal funds. TDHCA does not require that liens be placed on the properties to be demolished with NSP funds. Background continued on page 2	
FINANCIAL: Funding is available in the Demolition of Substandard Structures Project (NSP) funds – Acct. # 262-8062-543-5520	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: That this motion be passed.

COUNCIL COMMUNICATION

BACKGROUND CONTINUED:

On September 1, 2009, the City of Laredo entered into contract with the Texas Department of Housing and Community Affairs for the use of Texas Neighborhood Stabilization Program (NSP) funds. Under the contract, approximately 9% of the contract amount (\$176,712.00) of the NSP funds were allocated for the demolition of substandard units in order to stabilize neighborhoods and stem the decline of home values of neighboring homes. Demolitions can only be completed on substandard units in certain TDHCA approved census tracts in order to insure an area benefit. The following twenty-five properties have been identified for demolition as approved by the Building Standards Board.

<u>1</u>	<u>202 South Tapevste</u>	<u>(1.01)</u>
<u>2</u>	<u>2502 Guatemozin</u>	<u>(1.01)</u>
<u>3</u>	<u>2302 Aldama</u>	<u>(1.01)</u>
<u>4</u>	<u>1805 Sacred Heart</u>	<u>(1.03)</u>
<u>5</u>	<u>605 Tilden</u>	<u>(2.00)</u>
<u>6</u>	<u>1301 Mercer</u>	<u>(2.00)</u>
<u>7</u>	<u>2506 Salinas</u>	<u>(7.00)</u>
<u>8</u>	<u>1405 San Agustin</u>	<u>(7.00)</u>
<u>9</u>	<u>1211 Juarez</u>	<u>(7.00)</u>
<u>10</u>	<u>806 Musser</u>	<u>(9.02)</u>
<u>11</u>	<u>406 Galveston</u>	<u>(9.02)</u>
<u>12</u>	<u>820 Reynolds</u>	<u>(9.02)</u>
<u>13</u>	<u>515 Burnside</u>	<u>(12.00)</u>
<u>14</u>	<u>419 W. Ash</u>	<u>(12.00)</u>
<u>15</u>	<u>416 W. Ash</u>	<u>12.00)</u>
<u>16</u>	<u>312 W. Ash</u>	<u>(12.00)</u>
<u>17</u>	<u>3012 San Eduardo</u>	<u>(12.00)</u>
<u>18</u>	<u>2410 San Eduardo</u>	<u>(12.00)</u>
<u>19</u>	<u>4553 Christine Ln.</u>	<u>(18.01)</u>
<u>20</u>	<u>4513 Santa Inez Ln.</u>	<u>(18.01)</u>
<u>21</u>	<u>417 River Front</u>	<u>(18.01)</u>
<u>22</u>	<u>4920 San Nicolas</u>	<u>(18.01)</u>
<u>23</u>	<u>4543 San Rafael</u>	<u>(18.01)</u>
<u>24</u>	<u>4525 La Cienega</u>	<u>(18.01)</u>
<u>25</u>	<u>102 Alicante (rear)</u>	<u>(18.01)</u>

A bid opening will be held on May 17, 2010 for the demolition of the properties.

Due to TDHCA's impending contract deadline to obligate these funds by no later than May 30, 2010, upon review and approval of the bids, staff will make their recommendation for award of the contract at the Council meeting

DEMOLITION CONTRACT

This contract is made this ____ **day of May, 2010** between the City of Laredo, hereinafter termed the City, and _____ termed the Contractor.

WHEREAS, the City wishes to contract for Demolition services in accordance with the provisions of the Notice to Bidders and the Specifications published by the City for the project and which are made a part of this contract; and

WHEREAS, the Contractor represents that he is fully equipped and competent to perform the work in accordance with the provisions of the Specifications titled, "Demolition of Substandard Residential Structures for the Neighborhood Stabilization Program" FY10-054, pertaining to the demolition services that will be provided as per the plans and specifications.

THE PARTIES CONTRACT AS FOLLOWS:

1. Upon completion of the demolition of each substandard unit, in accordance with the plans and specifications, and after the approval of the work by the City's representative, the City will pay the Contractor an amount not to exceed the PER UNIT cost for each address identified in the bid, based on the unit costs quoted in the Contractor's bid response. The Contractor agrees to furnish all necessary materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services, and whatever else may be necessary to complete the said weatherization services in accordance with the Work Order.
2. Contractor indemnifies the City against any loss, damage, personal injury or death caused by the negligent acts or omissions of contractor, its agents or employees arising out of the work contracted for and the consumption or use of the products sold; provided, however, that nothing contained herein requires the Contractor to defend or indemnify City for losses, damages, injuries, or death arising out of negligence of the City, its agents or, employees.
3. The Contractor shall maintain insurance in the following types and amounts for the duration of this contract and furnish Certificates of Insurance thereof:
 - (a) Commercial General Liability in the name of the contractor in minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation (\$1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.
 - (b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of \$1,000,000 each occurrence each accident and \$1,000,000 disease each-occurrence and \$1,000,000 each disease aggregate.
 - (c) Commercial Auto Liability insurance at minimum combined single limit of

\$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. 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 shall be endorsed to the effect that the City of Laredo will receive at least thirty-(30) days notice prior to cancellation or non-renewal of insurance. 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. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

4. The Contractor shall not commence work under this contract until it has obtained all insurance and until such insurance has been reviewed by the City of Laredo Risk Manager's office.
5. An original copy of all Certificates of Insurance shall be incorporated into the contract upon contract execution. **(See Certificate of Insurance attached as Exhibit "A")**.
6. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. In addition, the company must be acceptable to the City and all insurance (other than Workmen's Compensation) shall be endorsed to include the City as an additional insured there under.
7. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) days after the City has received written notice as evidenced by return receipt or registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applies the expiration date and the above-mentioned notice of cancellation clause.
8. In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor, arising out of its performance of this contract, the Contractor shall give written notice thereof, to the City (within two (2) working days after being notified) of such claim, demand, suit, or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be

directly sent to the Director of the Department of Community Development and the City Attorney.

9. Contractor further agrees to begin work on or before the **tenth (10th) day** following the date set by the City in the written Work Order and to complete the work within **sixty (60) calendar days**.
10. If the work for each housing unit should take longer than said days, the Contractor agrees to pay to the City, as liquidated damages, the sum of **\$400.00** for each calendar day that the work takes beyond said **Sixty (60) calendar days**.
11. Upon completion of this project, the Contractor further agrees to dispose of all remaining debris at the City of Laredo Landfill and provide proof of disposal by attaching copies of paid landfill fees to the demolition invoice for each housing unit.
15. Pursuant to TDHCA General Policy Issuance #02-10.2 part 125, the parties agree to the following terms and conditions:

- I. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES

Where the contractor breaches this agreement, the City of Laredo may apply administrative, contractual; or legal remedies such as suspension or termination of this agreement. The City of Laredo may offset payments otherwise due to the contractor, or seek legal remedies pursuant to State of Federal Law.

- II. TERMINATION

The City of Laredo may terminate this contract by providing the contractor with written notice. Such notice shall constitute immediate suspension of any work not already in progress and provide the contractor thirty (30) days to complete work already ordered by the City of Laredo. Such work in progress shall be paid for by City of Laredo upon inspection and acceptance by the City of Laredo.

- III. EQUAL EMPLOYMENT OPPORTUNITY

The contractor shall not discriminate against any person for reasons of race, religion, color, national origin, sex or any other suspect class of persons as provided in Executive Order 11246 and 11375 as supplemented by 41 CFR part 60 entitled Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

- IV. DAVIS BACON ACT

- i. The contractor must be in full compliance with the Davis Bacon Act, which stipulates that certain workers be paid prevailing wages as per the attached **Exhibit B** "General Wage Decision TX100029 03/12/2010 TX29 (included herein as if set forth in full for

all intents and purposes) and as approved by the Texas Department of Housing and Community Affairs (TDHCA). City of Laredo requires a copy of the certified payroll on a weekly basis to ensure that wages paid to your employees are in compliance with the Davis Bacon Act. City of Laredo will inform subcontractors of updated Davis Bacon mandates at bid opening.

- ii. The provisions of Exhibit C, attached hereto and incorporated herein by reference as if set forth in full for all intents and purposes, are binding upon Contractor as required by the Texas Department of Housing and Community Affairs (TDHCA) for ARRA awards when wage rate requirements under Section 1606 of the American Recovery and Reinvestment Act ("RECOVERY ACT") Clauses are required.

V. COPELAND ANTI-KICKBACK ACT

The contractor shall not provide anything of value to City of Laredo personnel in exchange for work or other consideration associated with this Agreement. Contractor shall comply with the 18 USC 874 the Copeland Anti-Kickback Act as supplemented by Department of Labor regulation 29 CFR, Part 3. Service Provider shall report any violations to the Texas Department of Housing and Community Affairs.

VI. PATENTS AND DISCOVERIES

The contractor shall comply with any grantor agency requirements pertaining to reporting and patent rights with respect to any discovery or invention arising out of or in connection with services performed under this agreement.

VII. INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement the contractor is an independent contractor and not an employee of the City of Laredo. In this regard, the City of Laredo shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of the contractor's profession. The contractor shall maintain a policy of liability insurance.

VIII. INDEMNIFICATION

The contractor shall further indemnify and hold the City of Laredo harmless from any and all claims arising out of the performance of his/her duties and it's acts of negligence under this agreement.

IX. CONFLICT OF INTEREST AND NEPOTISM

- i. The contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed

or appointed by contractor. No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure.

- ii. The Contractor's employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors.

X. SECTARIAN ACTIVITY

Contractor shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

XI. POLITICAL ACTIVITY

- i. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prohibit any employee or official of the contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any actions taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- ii. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the contractor, the State of Texas, or the government of the United States.
- iii. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

XII. FRAUD AND ABUSE

- i. The contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, correct, and correct incidents of waste, fraud, and abuse in this program and to provide for the proper and effective management of all program and fiscal activities funded by this contract. The contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation be made readily available for review by the City of Laredo or its agents.

- ii. The contractor shall give the City of Laredo complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Contractor shall fully cooperate in the City of Laredo's efforts to investigate, and prevent waste, fraud and abuse. The Contractor shall immediately notify the City of Laredo of any identified instances of waste, fraud, or abuse.
- iii. The City of Laredo will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.
- iv. The contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the City of Laredo or to any appropriate law enforcement authority, if the report is made in good faith.

XIII. AMENDMENTS

- i. Any alterations, additions, or deletions to the terms of this contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation.
- ii. It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by Department to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this contract, and shall be binding upon contractor as if written herein.
- iii. Except as specifically authorized by the City of Laredo in writing or otherwise authorized by the terms of this contract, any alterations, additions, or deletions to the terms of this contract shall be amended hereto in writing and executed by both parties to this contract.

XIV. LEGAL AUTHORITY

- i. The contractor represents that it possesses the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services the contractor has obligated itself to perform under this contract.
- ii. The person signing this contract on behalf of the contractor hereby warrants that he/she has been authorized by the contractor to execute this contract on behalf of the contractor and to bind the contractor to all terms herein set forth.

- iii. The City of Laredo shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the contractor or the person signing this contract to enter into this contract or to render performances hereunder. Should such suspension or termination occur, the contractor is liable to the City of Laredo for any money it has received for performance of the provisions of this contract.

XV. ACCESS TO RECORDS

City of Laredo, TDHCA, the federal grantor agency, the Comptroller General of the United States, and or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to the contract.

XVI. RECORDS RETENTION

The contractor shall provide, after final payment and all other pending matters are closed, pertinent record retention for three years after fiscal year end.

XVII. CLEAN AIR ACT AND CLEAN WATER ACT

The contractor and City of Laredo shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671], 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15).

XVIII. NONDISCRIMINATION

- i. No person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.
- ii. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

XIX. DRUG FREE WORK PLACE

- i. As required, and applicable to this contract, contractor agrees to provide a drug-free workplace by complying with the following provisions:
 - a. Publishing a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace
2. The grantee's policy of maintaining a drug-free workplace
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement in paragraph "a"

d. Notifying the employee in the statement required by paragraph "a" that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the Department of Community Development in writing, within ten calendar days after receiving notice under subparagraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, Law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f.

ANTI-LOBBYING NOTICE

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

XX. ADDITIONAL PROVISIONS

- i. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- ii. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- iii. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- iv. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
- v. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- vi. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
- vii. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

- viii. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- ix. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- x. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- xi. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- xii. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
- xiii. **Immunity.** City of Laredo does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- xiv. **Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.
- xv. **This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.**

Signed by the parties, in triplicate originals, on the _____ day of May, 2010.

CITY

CONTRACTOR:

Carlos R. Villarreal
City Manager
1110 Houston St.
P.O. Box 579
Laredo, Texas 78042-0579
(956) 791-7302

By: Mr. _____

Laredo, Texas 78040
(956)

ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:
Raul Casso IV
City Attorney

By: _____
Nathan Bratton
Assistant City Attorney

General Decision Number: TX100029 03/12/2010 TX29

Superseded General Decision Number: TX20080029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	03/12/2010

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 9.57	0.00
Asphalt paving machine operator.....	\$ 9.73	0.00
Asphalt Raker.....	\$ 7.50	0.00
Asphalt Shoveler.....	\$ 9.35	0.00
Broom or Sweeper Operator.....	\$ 7.55	0.00
Bulldozer operator.....	\$ 9.28	0.00
CARPENTER.....	\$ 10.20	0.00
Concrete Finisher, Paving.....	\$ 10.73	0.00
Concrete Finisher, Structures....	\$ 9.59	0.00
Concrete Rubber.....	\$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 10.83	0.00
Flagger.....	\$ 7.40	0.00
Form Builder/Form Setter, Structures.....	\$ 9.16	0.00
Form Setter, Paving & Curb.....	\$ 10.50	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 12.50	0.00
Front End Loader Operator.....	\$ 8.61	0.00



Laborer, common.....	\$ 7.69	0.00
Laborer, Utility.....	\$ 9.05	0.00
MECHANIC.....	\$ 10.81	0.00
Motor Grader Operator, Fine Grade.....	\$ 11.91	0.00
Motor Grader Operator, Rough.....	\$ 11.27	0.00
Pipelayer.....	\$ 8.44	0.00
Reinforcing Steel Setter.....	\$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled.....	\$ 7.25	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 7.25	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 8.00	0.00
Scraper Operator.....	\$ 8.61	0.00
Servicer.....	\$ 8.81	0.00
Tractor operator, Pneumatic.....	\$ 8.50	0.00
Traveling Mixer Operator.....	\$ 8.30	0.00
Truck driver, lowboy-Float.....	\$ 10.82	0.00
Truck driver, Single Axle, Heavy.....	\$ 9.43	0.00
Truck driver, Single Axle, Light.....	\$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer.....	\$ 8.01	0.00
WELDER.....	\$ 10.31	0.00
Work Zone Barricade Servicer.....	\$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Template: FA-Special Terms and Conditions

8-20-2009 FINAL (APPROVED BY DOL)

FA-TC-0050

Prescription: Include for ARRA Awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") Clauses are required.

CLAUSE XX. DAVIS BACON ACT REQUIREMENTS

A. Definitions. For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XX, Recipient Functions, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(b) Painting and decorating; or

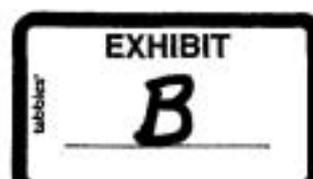
(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that



receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) "Site of the work"—

(a) Means--

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;

(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(1) They are dedicated exclusively, or nearly so, to performance of the project; and

(2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by

contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or

Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for the ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic,

including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible

to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Clause XXX. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause XX, Davis- Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause XX, Davis Bacon Requirements.

Clause XXXX. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

- (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
 - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

COUNCIL COMMUNICATION

DATE: 05-17-10 **SUBJECT: MOTION**
 Authorizing the City Manager to amend the City of Laredo's 2009 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling \$271,170.00 to facilitate the rehabilitation of Casa de Misericordia and Mercy Ministries of Laredo Clinic, both operated by Mercy Ministries of Laredo. It is proposed that (1) \$100,000.00 of the funds allocated to the Heritage Park Improvements project funded through 35th AY CDBG, be re-allocated to this project; and (2) a total of \$171,170.00 of the funds derived from 27th, 29th, 30th, 31st, 32nd, and 33rd Action Year CDBG fund balances from completed projects also be allocated as noted below.

CDBG PROJECT FUND BALANCES

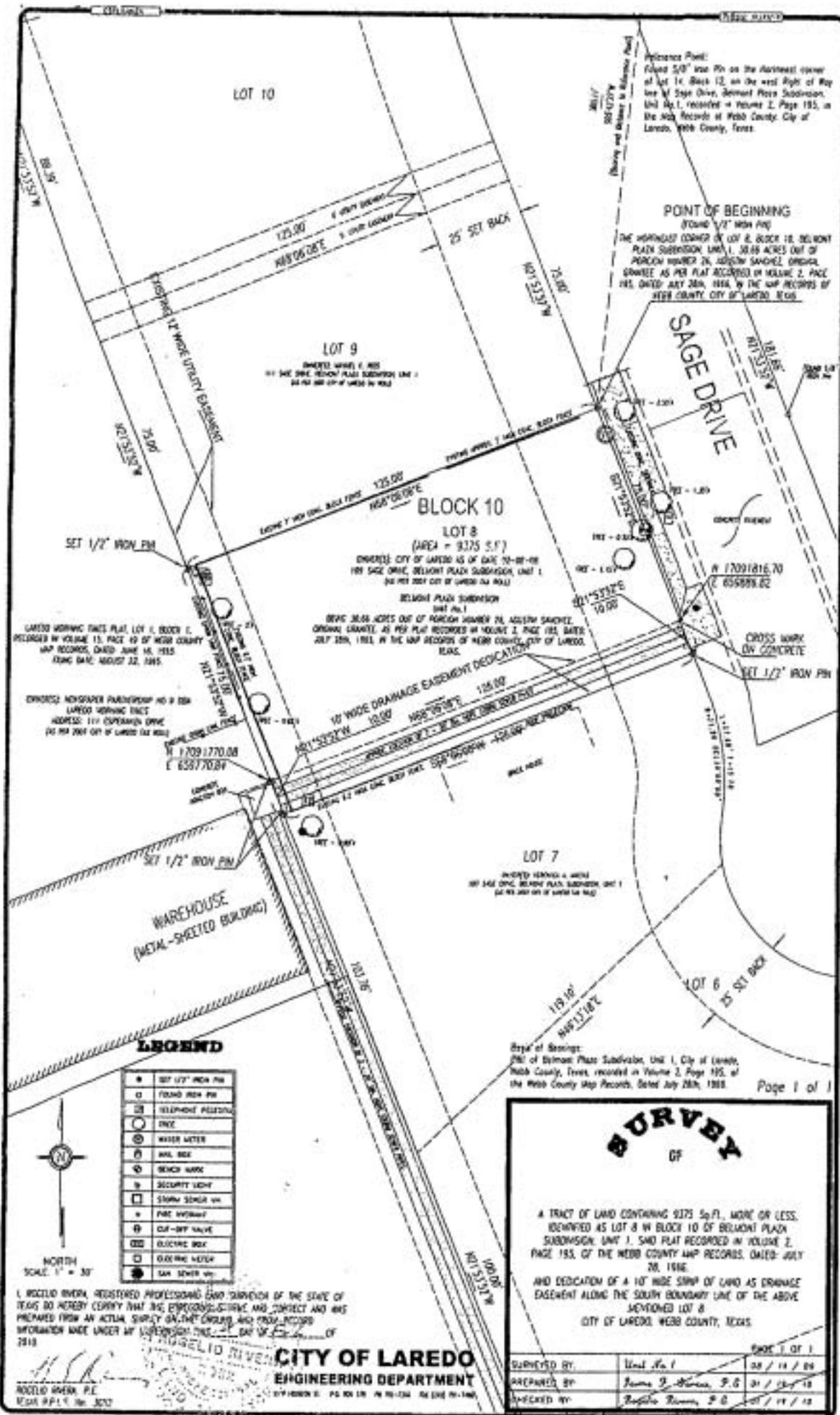
	27th AY	
Graffiti Removal		\$ 1.00
Demolition of Sub. Std. Buildings		\$ 1.00
Santa Rita Park		\$ 1.00
Total 27th AY Fund Balances		\$ 3.00
	29th AY	
Santa Fe Park		\$ 1.00
Total 29th AY Fund Balances		\$ 1.00
	30th AY	
Plaza Theatre		\$ 4,300.00
Sidewalks		\$14,943.00
Slaughter Park		\$ 9,250.00
Total 30th AY Fund Balances		\$28,493.00
	31st AY	
C D Administration		\$41,564.00
Total 31st AY Fund Balances		\$41,564.00
	32nd AY	
Housing Rehabilitation Administration		\$ 65.00
Code Enforcement		\$ 60.00
Zacate Creek Pedestrian Bridge		\$ 4,591.00
Cruz Field Improvements		\$ 6,128.00
Total 32nd AY Fund Balances		\$ 10,844.00
	33rd AY	
Community Development Administration		\$ 8,005.00
Housing Rehabilitation Administration		\$ 6,414.00
Code Enforcement		\$40,438.00
Chacon Guatemozin Acquisition & Relocation		\$35,407.00
Hamilton Hotel		\$ 1.00
Total 33rd AY Fund Balances		<u>\$90,265.00</u>
TOTAL FUND BALANCES		\$171,170.00
	FUNDS TO BE RE-ALLOCATED	
Heritage Park Improvements		\$100,000.00
TOTAL FUNDS TO BE REPROGRAMMED		\$271,170.00

COUNCIL COMMUNICATION

INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Thelma Acosta Community Development Director
PREVIOUS COUNCIL ACTIONS: 4/5/10- A Public Hearing was held to allow citizens to comment on the proposed reprogramming of Community Development Block Grant (CDBG) funds totaling \$271,170.00 to facilitate the rehabilitation of Casa de Misericordia and the Mercy Ministries of Laredo Clinic.	
BACKGROUND: A substantial amendment regarding the use of CDBG funds requires that citizens be informed of the proposed changes and be provided an opportunity to comment. Staff is proposing an amendment to the City's 2009 Consolidated One-Year Action Plan by reprogramming a total of \$271,170.00 in Community Development Block Grant (CDBG) funds for the rehabilitation of Casa de Misericordia, a battered woman's shelter, and the health clinic operated by Mercy Ministries of Laredo. The Clinic is located at 2500 Zacatecas, and the location of the battered woman's shelter cannot be disclosed for security reasons. It is proposed that (1) \$100,000.00 of the original \$210,700.00 in 35 th AY CDBG funds budgeted for the Heritage Park Improvements project be re-allocated to partially fund the rehabilitation project, and (2) that a total of \$171,170.00 in fund balances from completed projects from the 27 th AY, 29 th AY, 30 th AY, 31 st AY, 32 nd AY, and 33 rd AY also be reprogrammed. The improvements proposed for both facilities consist mainly of general repairs that will positively impact the health and safety of those that utilize the facilities, and to improve access to the facilities. In adherence with the Citizens Participation Plan, citizens were given 30 days, beginning April 4, 2010 through May 4, 2010 to provide oral and/or written comments. No comments were received either orally, or in writing during the comment period, nor were any received at the public hearing.	
FINANCIAL IMPACT: Funds to be Reprogrammed:	
Total 27 th AY CDBG fund balances	\$ 3.00
Total 29 th AY CDBG fund balances	\$ 1.00
Total 30 th AY CDBG fund balances	\$ 28,493.00
Total 31 st AY CDBG fund balances	\$ 41,564.00
Total 32 nd AY CDBG fund balances	\$ 10,844.00
Total 33 rd AY CDBG fund balances	<u>\$ 90,265.00</u>
TOTAL FUND BALANCES	\$171,170.00
FUNDS TO BE RE-ALLOCATED	
Heritage Park Improvements Project	\$100,000.00
TOTAL FUNDS TO BE REPROGRAMMED:	\$271,170.00
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: That this Motion be approved.

COUNCIL COMMUNICATION

DATE: 05/17/2010	SUBJECT: MOTION Authorizing staff to advertise the sale of "the surface only" of a surplus tract of land containing 9,375 sq. ft. more or less, identified as Lot 8 in Block 10 of Belmont Plaza Subdivision Plat, Unit I, recorded in Page 195, Volume 2, in the map records of Webb County in the City of Laredo, Texas and located at 109 Sage Drive with an appraised value of \$42,500.	
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Ronnie Acosta, Community Development Director Riazul Mia, Environmental Services Director	
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: City staff is proposing the sale of the above mentioned surplus City –owned property through the solicitation of bids from the general public. Drainage improvements to the site were completed and a dedicated 10 ft. drainage easement on the southern boundary line will remain as depicted in the survey attached. It is further recommended that any future building improvements be constructed 24" above sidewalk elevation. The property was deemed to have no future benefits for other City projects; however its sale will generate property tax revenue and may serve as a benefit to someone in the general public for residential development. Additionally, revenues from the sale will be applied to the appropriate City line item account in amount equal or greater than the appraised market value. A recently completed State Certified appraisal of the tract places its value at \$42,500.		
FINANCIAL IMPACT Revenue derived from this sale will be credited to line item: 249-3891-374-1000 (Sale of Land)		
COMMITTEE RECOMMENDATION: Finance and Operations recommends approval.	STAFF RECOMMENDATION: Recommends approval.	



Reference Point:
Found 5/8" iron pin on the Northwest corner of lot 14, Block 12, on the west right of way line of Sage Drive, Belmont Plaza Subdivision, Unit No. 1, recorded in Volume 2, Page 185, in the Map Records of Webb County, City of Laredo, Webb County, Texas.

POINT OF BEGINNING
(Found 1/2" iron pin)
The northeast corner of lot 8, Block 10, Belmont Plaza Subdivision, Unit 1, 30.66 acres out of parcel number 26, Addison Sanchez, Original Grantee as per plat recorded in Volume 2, Page 185, dated July 28th, 1988, in the Map Records of Webb County, City of Laredo, Texas.

LAREDO WORKING TRACT PLAT, LOT 1, BLOCK 7, RECORDED IN VOLUME 15, PAGE 42 OF WEBB COUNTY MAP RECORDS, DATED JUNE 16, 1955
EASEMENT DATED: AUGUST 22, 1985

ENGINEER: NEWSPAPER PUBLICATION NO. 8 204
LAREDO WORKING TRACT
ADDRESS: 111 COLUMBIAN DRIVE
DALLAS TEX 75201 OFFICE OF LAREDO (SEE MAP)

LOT 9
ENGINEER: WARRI & HOS
111 ONE ONE COLUMBIAN DRIVE
DALLAS TEX 75201 OFFICE OF LAREDO (SEE MAP)

BLOCK 10
LOT 8
(AREA = 9,375 S.F.)
ENGINEER: CITY OF LAREDO AS OF DATE 10-01-88
100 SAGE DRIVE, BELMONT PLAZA SUBDIVISION, UNIT 1
DALLAS TEX 75201 OFFICE OF LAREDO (SEE MAP)
BELMONT PLAZA SUBDIVISION
UNIT NO. 1
30.66 ACRES OUT OF PARCEL NUMBER 26, ADDISON SANCHEZ, ORIGINAL GRANTEE, AS PER PLAT RECORDED IN VOLUME 2, PAGE 185, DATED JULY 28th, 1988, IN THE MAP RECORDS OF WEBB COUNTY, CITY OF LAREDO, TEXAS.

LOT 7
ENGINEER: WARRI & HOS
111 ONE ONE COLUMBIAN DRIVE
DALLAS TEX 75201 OFFICE OF LAREDO (SEE MAP)

LEGEND

- SET 1/2" IRON PIN
- FOUND IRON PIN
- TELEPHONE PEGGING
- TREE
- WATER METER
- MAIL BOX
- BENCH MARK
- SECURITY LIGHT
- STORM SEWER IN
- FIRE HYDRANT
- CUT-OFF VALVE
- ELECTRIC BOX
- GROUND METER
- SAN SEWER IN



NORTH
SCALE: 1" = 30'

I, REGELIO RIVERA, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS ENGINEERING SURVEY WAS CONDUCTED AND PREPARED FROM AN ACTUAL SURVEY ON THE GROUND AND FROM RECORD INFORMATION MADE UNDER MY SUPERVISION THIS 11th DAY OF FEBRUARY 2018.

REGELIO RIVERA
CITY OF LAREDO
ENGINEERING DEPARTMENT
277 FRENCH ST. PO BOX 128 W. 101-124 (2ND FL.) LAREDO, TEXAS 79702

Style of Bearings:
P.M. of Belmont Plaza Subdivision, Unit 1, City of Laredo, Webb County, Texas, recorded in Volume 2, Page 185, of the Webb County Map Records, Dated July 28th, 1988. Page 1 of 1

SURVEY

OF

A TRACT OF LAND CONTAINING 9,375 Sq.Ft., MORE OR LESS, IDENTIFIED AS LOT 8 IN BLOCK 10 OF BELMONT PLAZA SUBDIVISION, UNIT 1, SAID PLAT RECORDED IN VOLUME 2, PAGE 185, OF THE WEBB COUNTY MAP RECORDS, DATED JULY 28, 1988, AND DEDICATION OF A 10' WIDE STRIP OF LAND AS DRAINAGE EASEMENT ALONG THE SOUTH BOUNDARY LINE OF THE ABOVE MENTIONED LOT 8 CITY OF LAREDO, WEBB COUNTY, TEXAS.

SURVEYED BY:	Unit No. 1	DATE: 02 / 14 / 18
PREPARED BY:	Regelio Rivera, P.E.	02 / 14 / 18
CHECKED BY:	Regelio Rivera, P.E.	02 / 14 / 18

PAGE 1 OF 1

COUNCIL COMMUNICATION

<p>DATE: 05/17/10</p>	<p>SUBJECT: MOTION Consideration for approval of the Sidewalk City-Wide Project No. 38 (50 Blocks) – District VIII as complete and approval of change order no. 1 a decrease of \$19,228.45 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$30,125.58 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is \$301,255.80. Funding is available in the 2009 C.O. Bond.</p>									
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer</p>									
<p>PREVIOUS COUNCIL ACTION: On October 19, 2009, City Council awarded a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$320,484.25 for the Sidewalk City-Wide Project No. 38 (50 Blocks) – District VIII.</p>										
<p>BACKGROUND: The original project consisted of 50 city blocks of ADA accessible sidewalk improvements throughout the City of Laredo. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also included concrete header curbs, retaining walls, driveways and utility adjustments as required. The purpose of the project was to construct ADA sidewalks approaching to schools.</p> <p>Plans and specifications were prepared by TEC Engineers & Consultants, Inc., Laredo, Texas.</p> <p>This change order no. 1 is for the balance of quantities actually constructed in place.</p> <table border="0" style="width: 100%;"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$320,484.25</td> </tr> <tr> <td>(Awarded by City Council on October 19, 2009)</td> <td></td> </tr> <tr> <td>This change order no. 1.....</td> <td align="right"><u>\$(19,228.45)</u></td> </tr> <tr> <td>Final construction contract amount.....</td> <td align="right">\$301,255.80</td> </tr> </table> <p>The project was completed within the contract time allotted.</p> <p align="center">Page 1 of 3</p>			Original construction contract amount.....	\$320,484.25	(Awarded by City Council on October 19, 2009)		This change order no. 1.....	<u>\$(19,228.45)</u>	Final construction contract amount.....	\$301,255.80
Original construction contract amount.....	\$320,484.25									
(Awarded by City Council on October 19, 2009)										
This change order no. 1.....	<u>\$(19,228.45)</u>									
Final construction contract amount.....	\$301,255.80									
<p>FINANCIAL IMPACT: Funding is available in the 2009 "A" Bond – District VIII Sidewalks. Account No. 464-7753-535-9566</p>										
<p>COMMITTEE RECOMMENDATION: Approved by the Operations Committee on Tuesday, May 11, 2010, and by the Finance Committee on Wednesday, May 12, 2010.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>									

Final list of sidewalks is as follows:

Leyendecker Elementary School (8 Blocks)

Street Name	From	To	Side	No. of Blocks
Convent Ave.	Jefferson St.	Garden St.	West	2
Convent Ave.	Jefferson St.	Constantinople St.	East	1
Salinas Ave.	Jefferson St.	Constantinople St.	West	1
Garden St.	Main Ave.	Santa Maria Ave.	North	2
Garden St.	Davis Ave.	Santa Maria Ave.	South	1
Total No. of Blocks				7 Blocks

MacDonnell Elementary School (12 Blocks)

Street Name	From	To	Side	No. of Blocks
Main Ave.	Scott St.	Coke St.	West	1
Main Ave.	Scott St.	Coke St.	East	1
Main Ave.	Garcia St.	Callaghan St.	West	1
Davis Ave.	Scott St.	Coke St.	West	1
Davis Ave.	Scott St.	Benavides St.	East	2
Davis Ave.	Benavides St.	Garcia St.	East	½
Garcia St.	Davis Ave.	Santa Maria Ave.	North	½
Garcia St.	Davis Ave.	Santa Maria Ave.	South	½
Benavides St.	Santa Cleotilde Ave.	Main Ave.	North	1
Benavides St.	Santa Cleotilde Ave.	Main Ave.	South	½
Benavides St.	Davis Ave.	Santa Maria Ave.	North	1
Benavides St.	Davis Ave.	Santa Maria Ave.	South	1
Coke St.	Main Ave.	Davis Ave.	South	1
Total No. of Blocks				12 Blocks

Dovalina Elementary School (8 Blocks)

Street Name	From	To	Side	No. of Blocks
Camp Ave.	L.C.C. Wall	Bruni St.	West	2 ½
Camp Ave.	L.C.C. Wall	Sanchez St.	East	½
West Anna Ave.	L.C.C. Wall	Sanchez St.	West	½
East Anna Ave.	Garza St.	Sanchez St.	East	½
Garza St.	East Anna Ave.	Pinder Ave.	North	2
Garza St.	East Anna Ave.	Pinder Ave.	South	2
Total No. of Blocks				8 Blocks

Bruni Elementary School (6 Blocks)

Street Name	From	To	Side	No. of Blocks
San Eduardo Ave.	Moctezuma St.	Scott St.	West	1
San Eduardo Ave.	Scott St.	Coke St.	West	1
San Eduardo Ave.	Garcia St.	Benavides St.	East	1
Callaghan St.	San Eduardo Ave.	San Jorge Ave.	South	2
Benavides St.	San Eduardo Ave.	San Francisco Ave.	North	1
Total No. of Blocks				6 Blocks

J.C. Martin Elementary School (16 Blocks)

Street Name	From	To	Side	No. of Blocks
Monterrey Ave.	Musser St.	Guerrero St.	West	3
Monterrey Ave.	Musser St.	Guerrero St.	East	3
Galveston St.	Monterrey Ave.	Sanders Ave.	North	1
Galveston St.	Monterrey Ave.	Springfield Ave.	South	3
Mier St.	Sanders Ave.	Springfield Ave.	North	2
Mier St.	Sanders Ave.	Marcella Ave.	South	1
Fremont St.	Sanders Ave.	Monterrey Ave.	North	1
Musser St.	Sanders Ave.	Monterrey Ave.	North	1
Musser St.	Sanders Ave.	Monterrey Ave.	South	1
Monterrey Ave.	Musser St.	Gustavus St.	East	1
Monterrey Ave.	Musser St.	Gustavus St.	West	1
Total No. of Blocks				18 Blocks

City of Laredo Engineering Department

Agenda Item: May 17, 2010

CHANGE ORDER No. 1 DATE :APRIL 30, 2010

PROJECT: SIDEWALKS PROJECT No. 38 (50 BLOCKS-District VIII)

CONTRACTOR: ALC CONSTRUCTION INC., 3706 FLORES AVE. - LAREDO TX. 78041

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

ITEM NO.	DESCRIPTION OF CHANGES	UNIT PRICE	QUANTITY	UNIT	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1	4"Reinforced Concrete Sidewalk	3.05	-3,881	SF	(\$11,837.05)	
2	6"Thick Reinforced Concrete Driveway	3.10	2,951	SF		\$9,148.10
3	Reinforced Concrete ADA Ramp	600.00	3	EA		\$1,800.00
4	Concrete header wall(0-3ft high)	14.00	380	LF		\$5,320.00
5	Removed/dispose existing concrete inplace	1.50	-1,635	SF	(\$2,452.50)	
6	Removed/dispose existing asphalt inplace	1.50	1,989	SF		\$2,983.50
7	Removed/dispose existing brick/tile inplace	1.50	-286	SF	(\$429.00)	
8	Removed /Relocate Existing mail boxes	20	-12	EA	(\$240.00)	
9	Revoved/Relocate existing street sing	20	-11	EA	(\$220.00)	
11	Removed/Relocate existing fence	20	-48	LF	(\$960.00)	
12	Adjust Water Meter or Valves in Place	40	24	EA		\$960.00
13	Removed/Reconstruct existing curb&gutter	11	-29	LF	(\$319.00)	
14	Removed/reconstruc existing steps&approach	100	72	SF		\$7,200.00
16	Reconstruct existing asphalt &8"base	50	56.35	SY		\$2,817.50
17	Revmoved/Relocate existing Fire hydrante	3,000	-1	EA	(\$3,000.00)	
18	Allowances For unforeseen Improvements	30,000	-1	LS	(\$30,000.00)	
ORIGINAL CONTRACT AMOUNT: \$320,484.25					(\$49,457.55)	\$30,229.10

NET DECREASE: \$19,228.45

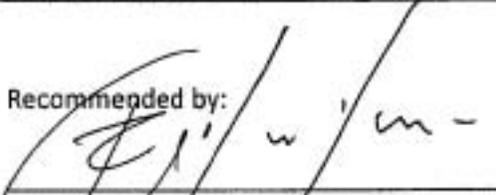
JUSTIFICATION: Two Blocks were added (Monterrey Ave. between Gustavus St. & Musser St., both sides). One Block from the original project was removed because it was already constructed (Garden St. between Main Ave. & Davis Ave., south side), and to balance the quantities actually constructed in place.

Original Contract: \$320,484.25

Original Contract Time: 90 working days

Contract Price including Previous Change Orders: \$320,484.25	Contract Time including Previous Change Orders: 90 working days
NET DECREASE resulting from this Change Order: \$19,228.45	Net Increase resulting from this Change Order: 0
Current Contract Price including this Change Order: \$301,255.80	Current Contract Time including this Change Order: 90 working days

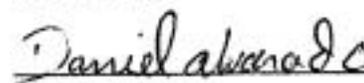
Recommended by:


 Rodolfo A. Torres, P.E., S.I.T.
 TEC Engineers & Consultants Inc.

Date:

05/03/2010

Accepted by:


 Daniel Alvarado
 ALC Construction Inc.

Date:

5/03/2010

Recommended by:


 Rogelio Rivera, P.E., R.P.L.S.
 City Engineer

Date:

5/3/10

Approved by:


 Carlos Villarreal
 City Manager

Date:

**Funding is available in the 2009 "A"
 Bond - District VIII Sidewalks.
 Account No. 464-7753-535-9566.**

Attest:


 Gustavo Guevara
 City Secretary

Date:

COUNCIL COMMUNICATION

<p>DATE: 05/17/10</p>	<p>SUBJECT: MOTION Consideration for approval of change order no. 1 to add fifty-two (52) calendar days to the construction contract time due to weather delays and utility conflicts to the construction contract with Whitestone Construction, Ltd., Laredo, Texas for the Ejido Avenue Extension (San Nicolas to Cielito Lindo) Improvements Project. Current construction contract amount is \$2,347,390.89. Current construction contract time with this change order is two hundred two (202) calendar days. Current construction status is 85% complete. Substantial completion of the project is estimated to be at the end of May 2010. New completion date is estimated to be in mid June 2010.</p>				
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer</p>				
<p>PREVIOUS COUNCIL ACTION: On November 2, 2009, City Council awarded a construction contract to the lowest bidder Whitestone Construction, Ltd., Laredo, Texas, in the amount of \$2,347,390.89 for the Ejido Avenue Extension (San Nicolas to Cielito Lindo) Improvements.</p>					
<p>BACKGROUND: The project consists of construction of 65 ft. wide Roadway between San Nicolas and Cielito Lindo Blvd. on Ejido Ave. (approx. 3,100 Lf.) and consists of pavement, earthwork, drainage, curb and gutter, water and wastewater facilities, traffic signal, and traffic signs.</p> <p>Plans and specifications were prepared by Mactec Engineering and Consulting, Inc., Laredo, Texas.</p> <p>This change order no. 1 is to add fifty-two (52) calendar days to the construction contract time due to weather delays and utility conflicts. There is no change in the construction amount.</p> <table border="0" data-bbox="113 1127 1490 1197"> <tr> <td>Original construction contract amount.....</td> <td align="right"><u>\$2,347,390.89</u></td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$2,347,390.89</td> </tr> </table> <p>Current construction status is 85% complete. Substantial completion of the project is estimated to be at the end of May 2010. New completion date is estimated to be in mid June 2010.</p>		Original construction contract amount.....	<u>\$2,347,390.89</u>	Current construction contract amount.....	\$2,347,390.89
Original construction contract amount.....	<u>\$2,347,390.89</u>				
Current construction contract amount.....	\$2,347,390.89				
<p>FINANCIAL IMPACT: N/A.</p>					
<p>COMMITTEE RECOMMENDATION: Approved by the Operations Committee on Tuesday, May 11, 2010.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>				

City of Laredo Engineering Department

Project: Ejido Avenue Extension (San Nicolas to Cielito Lindo Improvements)
 Change Order No. 1
 Agenda Item: May 17, 2010

Contractor: Whitestone Construction, Ltd., 5300 Saunders, Laredo, Texas 78041

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

Item No.	Descriptions of Changes in Quantities, Units and Unit Prices	Decrease in Contract Price	Increase in Contract Price
1	Add fifty-two (52) calendar days due to weather delays and utility conflicts	-0-	\$-0-
Original Contract Amount: \$2,347,390.89		Total Increase: \$-0-	
Original Contract Time: 150 Calendar Days		Total Decrease: \$-0-	
		Net Change: \$-0-	
Justification:			
This change order is to add fifty-two (52) calendar days to the construction contract time due to weather delays and utility conflicts.			
Contract price including previous change order: \$2,347,390.89		Contract time including change orders: 150 Calendar Days	
Net increase: \$-0-		Net increase resulting from this change order: 52 Calendar Days	
Current contract price including this change order: \$2,347,390.89		Current contract time including this change order: 202 Calendar Days	

Recommended by: [Signature] Date: 5/4/10
 Mactec Engineering and Consulting, Inc.

Accepted by: [Signature] Date: _____
 Whitestone Construction, Ltd.

Recommended by: [Signature] Date: 5/4/10
 Rogelio Rivera, P.E.,
 City Engineer

Approved by: _____ Date: _____
 Carlos Villarreal, City Manager

ATTEST: _____ Date: _____
 Gustavo Guevara, City Secretary

COUNCIL COMMUNICATION

DATE: 05/17/10	SUBJECT: MOTION Consideration for approval of the selection of consultants for the Baseball Field Complexes for design, preparation of plans and specifications and authorization to negotiate a professional services contract as follows: Hickey Pena Architects, Laredo, Texas, for fields at Phase D of North Central Park. Humphries and Sanchez Architects, PLLC., Laredo, Texas, for fields at Shiloh Crossing.	
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Osbaldo Guzman, Parks and Leisure Services Director	
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: Eleven (11) firms responded to the request for qualifications on Friday, March 12, 2010, at 4:00 P.M. as follows: <ol style="list-style-type: none">1. J.E. Saenz & Associates, Inc., Edinburg, Texas2. Humphries & Sanchez Architects, PLLC., Austin, Texas, in association with TGB Landscape Architects and Plumbing, Austin, Texas3. Hickey Pena Architects, Laredo, Texas, in association with CEC Puig Engineering LLC., Laredo, Texas, Crane Engineering Corporation, Laredo, Texas, Gilpin Engineering Company, Laredo, Texas, Synergy Structural Engineering, Laredo, Texas, and Texas Energy Engineering Services, Austin, Texas4. Premier Civil Engineering, L.L.C., Laredo, Texas, in association with Cavazos & Associates Architects, Laredo, Texas5. Guerra Engineering & Surveying Company, Laredo, Texas, in association with Daniel Gomez Engineering, P.C., Laredo, Texas, and Redline Architecture, Laredo, Texas6. Slay Engineering Company, Inc., Laredo, Texas7. Harry Jewett Associates, Laredo, Texas, and San Antonio, Texas8. Seca Engineering, L.L.C., Laredo, Texas9. Howland Engineering & Surveying Company, Laredo, Texas, in association with Metaform Studio Architects Laredo, Texas, Trinity Engineering, Weslaco, Texas, Synergy Structural Engineering, Inc., Laredo, Texas, and CFZ Group, Inc., San Antonio, Texas10. Gilpin Engineering Company, Laredo, Texas, in association with Hickey Pena Architects, Laredo, Texas, and PBS&J, Austin, Texas11. Crane Engineering Corporation, Laredo, Texas, in association with Hickey Pena Architects, Laredo, Texas, Terracon Consulting Engineers & Scientists, Laredo, Texas, MEP-Texas Energy Engineering Services, Inc., Austin, Texas, and Mejia Ruiz Engineering Land Surveyors, L.L.C., Laredo, Texas		
Page 1 of 2		
FINANCIAL IMPACT: N/A.		
COMMITTEE RECOMMENDATION: Approved by the Operations Committee on Tuesday, May 11, 2010, and by the Finance Committee on Wednesday, May 12, 2010.	STAFF RECOMMENDATION: Approval of Motion.	

Scope of services include, but are not limited to:

Provide surveying, engineering, and architectural services necessary to produce plans and specifications for the construction of baseball fields complexes at various sites throughout the City of Laredo. Also, provide limited construction supervision, assist in obtain all permits required, and in project close-out. All design work represented and work performed must comply with applicable federal, state, and local requirements including the City of Laredo ordinances, all to be ADA compliant.

The Staff Committee of several City Departments evaluated the submittals and based on the City's standard selection criteria (capability to perform, professional background, quality of projects, etc.), from the top five (5) firms, Hickey Pena Architects, Laredo, Texas, and Humphries and Sanchez Architects, PLLC., Laredo, Texas, are being recommended.

COUNCIL COMMUNICATION

DATE: 5/17/10	SUBJECT: MOTION Refund of property tax in the amount of \$636.68 payable to First American Real Estate Tax Service due to an overpayment. Account # 968-20009-020.	
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 \$636.68. 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.

10-0502

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

For Credit Refunds Only
101-0000-222-03-000000 REV 1

Application for Tax Refund

Owner's name: Federal Home Loan Mortgage
 Present mailing address: US Bank Home Mortgage
 City, town or post office/state/zip code: 4801 Frederica St
 Owensboro, KY 42301
 Refund payable to: (if different from above) (see attached request) ✓
 Name: ~~Federal Home Loan Mortgage~~ First American Real Estate Tax Svc
~~US Bank Home Mortgage~~ Attn: Refunds Department
 Mailing address: ~~4801 Frederica St~~ P.O. BOX 961250
 City, town or post office/state/zip code: ~~Owensboro, KY 42301~~ Ft. Worth, TX 76161-0250

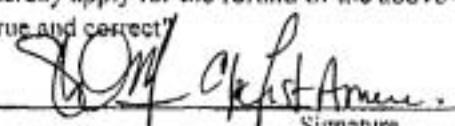
Property legal description: Lot 2 Blk 9 Quail Creek II
 Address or location of property: 9668 White Wing Loop
 Parcel number: 968-20009-020/562248

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2009	12/29/2009	\$ 1,363.69	\$ 636.68
Total Refund			\$ 636.68

Taxpayer's reason for refund (attach supporting documentation):
 Account has credit due to overpayment for 2009 tax year. The taxes were paid on 12/29/09 by US Bank Home Mortgage, ck #53064. As per office research, refund form and notice will be sent to US Bank Home Mortgage.

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

 Signature
 Date: 4/26/10

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:  Date: 4/26/10

This tax refund is Approved Disapproved

 Elizabeth Martinez, RTA
 Tax Assessor-Collector Date: 4/30/10

COUNCIL COMMUNICATION

DATE: 05/17/2010	SUBJECT: MOTION Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of April 2010, represent a decrease of \$52,247.60. These adjustments are determined by the Webb County Appraisal District and by court orders.	
INITIATED BY: HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER		STAFF SOURCE: ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR
PREVIOUS COUNCIL ACTION: Approves tax roll each year.		
BACKGROUND: Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.		
FINANCIAL IMPACT: Potential revenues will decrease due to a decrease in levy in the amount of \$52,247.60.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Approval

TAX ADJUSTMENT LISTING
 4/01/10 - 4/30/10
 BY TRANSACTION DATE
 RECAP TOTALS BY ENTITY/YEAR

All account types
 All roll codes

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
INT5 05	195.63	.00	.00	.00	.00	.00	.00	.00
INT5 TOTALS	195.63 ✓	.00	.00	.00	.00	.00	.00	.00
INT6 06	149.60	.00	.00	.00	.00	.00	.00	.00
INT6 TOTALS	149.60 ✓	.00	.00	.00	.00	.00	.00	.00
INT7 07	288.16	.00	.00	33.15-	.00	.00	2.05	.00
INT7 TOTALS	288.16 ✓	.00	.00	33.15-	.00	.00	2.05	.00
INT8 08	907.47	.00	.00	.60-	.00	.00	.60	.00
INT8 TOTALS	907.47 ✓	.00	.00	.60-	.00	.00	.60	.00
INT9 09	194.75	.00	.00	.00	.00	.00	.00	.00
INT9 TOTALS	194.75 ✓	.00	.00	.00	.00	.00	.00	.00
LARE 02	.00	.00	.00	364.01-	.00	.00	189.16	189.16-
LARE 03	.00	.00	.00	370.48-	.00	.00	192.52	192.52-
LARE 04	.00	.00	.00	367.74-	.00	.00	191.10	191.10-
LARE 05	.00	.00	.00	2034.52-	.00	.00	2560.67	1857.88-
LARE 06	.00	.00	.00	1986.48-	6.23	.00	2495.76	1986.48-
LARE 07	.00	.00	.00	2072.23-	.00	.00	2617.15	2217.83-
LARE 08	.00	.00	.00	2072.23-	.00	.00	3232.55	4378.15-
LARE 09	54.46	41.37	4000.00	5537.67-	589.09	.00	448120.07	434144.62-
LARE TOTALS	54.46	1970.09	4470.55	67770.10-	13634.63	.00	459598.98	445157.74-
OMIT 05	383.60	.00	.00	.00	.00	.00	.00	.00
OMIT 06	383.60	.00	.00	.00	.00	.00	.00	.00
OMIT 07	1067.30	.00	.00	206.51-	12.10	.00	12.10	12.10-
OMIT 08	6050.18	.00	.00	12.10-	12.10	.00	12.10	12.10-
OMIT 09	6495.25	.00	.00	1039.46-	.00	.00	773.96	773.96-
OMIT TOTALS	14379.93 ✓	.00	.00	1258.07-	24.20	.00	798.16	798.16-
RP07 07	.00	.00	.00	20.65-	.00	.00	1.21	.00
RP07 TOTALS	.00	.00	.00	20.65- ✓	.00	.00	1.21	.00
RP08 08	280.08	.00	.00	194.73-	76.50	.00	58.53	57.32-
RP08 TOTALS	280.08 ✓	.00	.00	194.73-	76.50	.00	58.53	57.32-
RP09 09	259.24	4.54	72.20	829.83-	803.29	.00	236.72	241.79-
RP09 TOTALS	259.24 ✓	4.54	72.20	829.83-	803.29	.00	236.72	241.79-
RTN 09	150.00	.00	.00	.00	.00	.00	.00	25.00-
RTN TOTALS	150.00	.00	.00	.00	.00	.00	.00	25.00-
SUPP 05	761.60	.00	.00	.00	.00	.00	.00	.00
SUPP 06	778.38	.00	.00	.00	.00	.00	.00	.00
SUPP 07	761.60	.00	.00	.00	.00	.00	.00	.00
SUPP 08	2016.95	.00	.00	.00	.00	.00	.00	1025.19-
SUPP 09	15859.40	9.92	.00	17325.86-	.00	.00	2087.64	15478.69-
SUPP TOTALS	20177.93 ✓	9.92	.00	17325.86-	.00	.00	2087.64	16503.88-
TOTALS	37037.25	2025.92	8542.75	87432.99-	15133.94	.00	462783.89	462783.89-

17,793.87

2009	< 54,982.51 >
PRIOR	< 12,733.13 >
OMIT P.	7,666.07
OMIT	5,455.79
RP07	< 20.65 >
RP08	85.35
RP09	< 570.59 >
Supp P.	4,318.53
Supp	< 1,466.46 >
INT 5	195.63
INT 6	149.60
INT 7	255.01
INT 8	906.87
INT 9	194.75
RTN	150.00
	<hr/>
	< 50,395.74 >

2009	< 54,982.51 >
PRIOR	< 12,733.13 >
OMIT P.	7,666.07
OMIT	5,455.79
RP07	< 20.65 >
RP08	85.35
RP09	< 570.59 >
Supp P.	4,318.53
Supp	< 1,466.46 >
	<hr/>
	< 52,247.60 > C.C. AGENDA
INT 5	195.63
INT 6	149.60
INT 7	255.01
INT 8	906.87
INT 9	194.75
RTN	150.00
	<hr/>
	< 50,395.74 >

TAX ADJUSTMENT LISTING
 4/01/10 - 4/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY ENTITY/YEAR

All account types
 All roll codes

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
INT5 TOTALS	.00	.00	.00	.00	.00	.00	.00	
INT6 TOTALS	.00	.00	.00	.00	.00	.00	.00	
INT7 07	2.05	.00	.00	.00	.00	.00	2.05	TRANSFERS FROM
INT7 TOTALS	2.05 ✓	.00	.00	.00	.00	.00	2.05	
INT8 08	.60	.00	.00	.00	.00	.00	.60	TRANSFERS FROM
INT8 TOTALS	.60 ✓	.00	.00	.00	.00	.00	.60	
INT9 TOTALS	.00	.00	.00	.00	.00	.00	.00	
LARE 02	189.16	.00	.00	.00	.00	.00	189.16	TRANSFERS FROM
LARE 02	.00	.00	.00	.00	.00	189.16-	189.16-	TRANSFERS TO
LARE 03	192.52	.00	.00	.00	.00	.00	192.52	TRANSFERS FROM
LARE 03	.00	.00	.00	.00	.00	192.52-	192.52-	TRANSFERS TO
LARE 04	191.10	.00	.00	.00	.00	.00	191.10	TRANSFERS FROM
LARE 04	.00	.00	.00	.00	.00	191.10-	191.10-	TRANSFERS TO
LARE 05	1857.88	61.11	40.74	91.66	.00	509.28	2560.67	TRANSFERS FROM
LARE 05	.00	.00	.00	.00	.00	1857.88-	1857.88-	TRANSFERS TO
LARE 06	.00	.00	.00	.00	.00	6.23	6.23	CREDIT REFUND
LARE 06	1986.48	.00	.00	.00	.00	509.28	2495.76	TRANSFERS FROM
LARE 06	.00	.00	.00	.00	.00	1986.48-	1986.48-	TRANSFERS TO
LARE 07	2072.23	30.55	5.09	.00	.00	509.28	2617.15	TRANSFERS FROM
LARE 07	91.09-	10.93-	24.59-	18.99-	.00	2072.23-	2217.83-	TRANSFERS TO
LARE 08	.00	2.65	.76	.00	.00	37.96	41.37	PAYMENT REFUND
LARE 08	2741.92	327.84	409.79	520.45	.00	.00	4000.00	PAYMENT VOID
LARE 08	.00	.00	.00	.00	.00	589.09	589.09	CREDIT REFUND
LARE 08	3231.66	.26	.24	.39	.00	.00	3232.55	TRANSFERS FROM
LARE 08	2052.71-	35.52-	31.19-	54.40-	.00	2204.33-	4378.15-	TRANSFERS TO
LARE 09	.00	112.82	21.06	.00	.00	1836.21	1970.09	PAYMENT REFUND
LARE 09	4171.18	245.48	53.89	.00	.00	.00	4470.55	PAYMENT VOID
LARE 09	.00	.00	.00	.00	.00	13634.63	13634.63	CREDIT REFUND
LARE 09	399443.85	25545.89	7297.85	.00	.00	15832.48	448120.07	TRANSFERS FROM
LARE 09	399406.52-	181.90-	54.17-	392.45-	.00	34109.58-	434144.62-	TRANSFERS TO
LARE TOTALS	14527.66	26098.25	7719.47	146.66	.00	9338.84-	39153.20	
OMIT 07	.00	.00	.00	.00	.00	12.10	12.10	CREDIT REFUND
OMIT 07	12.10	.00	.00	.00	.00	.00	12.10	TRANSFERS FROM
OMIT 07	.00	.00	.00	.00	.00	12.10-	12.10-	TRANSFERS TO
OMIT 08	.00	.00	.00	.00	.00	12.10	12.10	CREDIT REFUND
OMIT 08	12.10	.00	.00	.00	.00	.00	12.10	TRANSFERS FROM
OMIT 08	.00	.00	.00	.00	.00	12.10-	12.10-	TRANSFERS TO
OMIT 09	773.96	.00	.00	.00	.00	.00	773.96	TRANSFERS FROM
OMIT 09	.00	.00	.00	.00	.00	773.96-	773.96-	TRANSFERS TO
OMIT TOTALS	798.16 ✓	.00	.00	.00	.00	773.96-	24.20	
RP07 07	1.21	.00	.00	.00	.00	.00	1.21	TRANSFERS FROM
RP07 TOTALS	1.21 ✓	.00	.00	.00	.00	.00	1.21	
RP08 08	.00	.00	.00	.00	.00	76.50	76.50	CREDIT REFUND
RP08 08	58.53	.00	.00	.00	.00	.00	58.53	TRANSFERS FROM
RP08 08	.00	.00	.00	.00	.00	57.32-	57.32-	TRANSFERS TO

10,319.15

4,208.51

TAX ADJUSTMENT LISTING
 4/01/10 - 4/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY ENTITY/YEAR

All account types
 All roll codes

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
RP08 TOTALS	58.53 ✓	.00	.00	.00	.00	19.18	77.71	
RP09 09	.00	.29	.08	.00	.00	4.17	4.54	PAYMENT REFUND
RP09 09	66.25	4.63	1.32	.00	.00	.00	72.20	PAYMENT VOID
RP09 09	.00	.00	.00	.00	.00	803.29	803.29	CREDIT REFUND
RP09 09	236.72	.00	.00	.00	.00	.00	236.72	TRANSFERS FROM
RP09 09	.00	.00	.00	.00	.00	241.79-	241.79-	TRANSFERS TO
RP09 TOTALS	302.97 ✓	4.92	1.40	.00	.00	565.67	874.96	
RTN 09	25.00-	.00	.00	.00	.00	.00	25.00-	TRANSFERS TO
RTN TOTALS	25.00- ✓	.00	.00	.00	.00	.00	25.00-	
SUPP 08	1025.19-	.00	.00	.00	.00	.00	1025.19-	TRANSFERS TO
SUPP 09	.00	.56	.09	.00	.00	9.27	9.92	PAYMENT REFUND
SUPP 09	52.73	.00	.00	.00	.00	2034.91	2087.64	TRANSFERS FROM
SUPP 09	13316.68-	65.90-	17.53-	.00	.00	2078.58-	15478.69-	TRANSFERS TO
SUPP TOTALS	14289.14- ✓	65.34-	17.44-	.00	.00	34.40-	14406.32-	
TOTALS	1377.04	26037.83	7703.43	146.66	.00	9562.35-	25702.61	

2009 4,202.51
 Prior 10,319.15
 OMIT P 24.20
 OMIT 773.96
 RP07 1.21
 RP08 58.53
 RP09 302.97
 Supp P. <1025.19>
 Supp <13,263.95>
 INT7 2.05
 INT8 .60
 RTN 25.00

 1,377.04

TAX ADJUSTMENT LISTING
 4/01/10 - 4/30/10
 BY TRANSACTION DATE
 RECAP TOTALS BY ADJUSTMENT CODE

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
APCR	.00	.00	.00	.00	.00	.00	2183.85	2183.85-
CBR	.00	2025.92	.00	.00	15133.94	.00	.00	.00
CLOS	.00	.00	338.34	.00	.00	.00	.00	.00
IPRZ	1735.61	.00	.00	.00	.00	.00	.00	.00
NSF	.00	.00	3744.01	.00	.00	.00	.00	.00
OTAX	14379.93	.00	.00	.00	.00	.00	.00	.00
OTHR	.00	.00	.00	.00	.00	.00	396331.65	396331.65-
REND	539.32	.00	.00	1022.14-	.00	.00	294.04	294.04-
RTN	150.00	.00	.00	.00	.00	.00	.00	.00
SCF	4320.60	.00	.00	5117.91-	.00	.00	510.87	510.87-
SCP	209.76	.00	.00	308.18-	.00	.00	3216.17	3216.17-
SDA	.00	.00	.00	9551.44-	.00	.00	1562.94	1562.94-
SDNE	.00	.00	.00	13938.02-	.00	.00	942.36	942.36-
SDVH	.00	.00	.00	2029.54-	.00	.00	586.06	586.06-
SENV	914.31	.00	.00	.00	.00	.00	.00	.00
SEP	.00	.00	.00	1505.80-	.00	.00	1472.56	1472.56-
SFRZ	.00	.00	.00	3022.27-	.00	.00	.00	.00
SO65	.00	.00	.00	9470.80-	.00	.00	191.10	191.10-
SPRO	.00	.00	.00	24580.12-	.00	.00	14.11	14.11-
SSPT	14696.19	.00	.00	16201.23-	.00	.00	15752.81	15752.81-
STOP	.00	.00	4460.40	.00	.00	.00	.00	.00
SVET	.00	.00	.00	449.87-	.00	.00	875.31	875.31-
TF	91.53	.00	.00	235.67-	.00	.00	109.39	109.39-
TRNF	.00	.00	.00	.00	.00	.00	17944.45	17944.45-
TOTALS	37037.25	2025.92	8542.75	87432.99-	15133.94	.00	462783.89	462783.89-

TAX ADJUSTMENT LISTING
 4/01/10 - 4/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

All account types
 All roll codes

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
02	189.16	.00	.00	.00	.00	.00	189.16	TRANSFERS FROM
02	.00	.00	.00	.00	.00	189.16-	189.16-	TRANSFERS TO
09 TOTALS	189.16	.00	.00	.00	.00	189.16-	.00	
03	192.52	.00	.00	.00	.00	.00	192.52	TRANSFERS FROM
03	.00	.00	.00	.00	.00	192.52-	192.52-	TRANSFERS TO
03 TOTALS	192.52	.00	.00	.00	.00	192.52-	.00	
04	191.10	.00	.00	.00	.00	.00	191.10	TRANSFERS FROM
04	.00	.00	.00	.00	.00	191.10-	191.10-	TRANSFERS TO
04 TOTALS	191.10	.00	.00	.00	.00	191.10-	.00	
05	1857.88	.00	.00	.00	.00	.00	1857.88	TRANSFERS FROM
05	.00	.00	.00	.00	.00	1857.88-	1857.88-	TRANSFERS TO
05 APCR	.00	61.11	40.74	91.66	.00	509.28	702.79	TRANSFERS FROM
05 TOTALS	1857.88	61.11	40.74	91.66	.00	1348.60-	702.79	
06	1986.48	.00	.00	.00	.00	.00	1986.48	TRANSFERS FROM
06	.00	.00	.00	.00	.00	1986.48-	1986.48-	TRANSFERS TO
06 APCR	.00	.00	.00	.00	.00	509.28	509.28	TRANSFERS FROM
06 CBR	.00	.00	.00	.00	.00	6.23	6.23	CREDIT REFUND
06 TOTALS	1986.48	.00	.00	.00	.00	1470.97-	515.51	
07	2084.33	.00	.00	.00	.00	.00	2084.33	TRANSFERS FROM
07	.00	.00	.00	.00	.00	2084.33-	2084.33-	TRANSFERS TO
07 APCR	.00	30.55	5.09	.00	.00	509.28	544.92	TRANSFERS FROM
07 CBR	.00	.00	.00	.00	.00	12.10	12.10	CREDIT REFUND
07 SDNE	3.26	.00	.00	.00	.00	.00	3.26	TRANSFERS FROM
07 TRNF	91.09-	10.93-	24.59-	18.99-	.00	.00	145.60-	TRANSFERS TO
07 TOTALS	1996.50	19.62	19.50-	18.99-	.00	1562.95-	414.68	
08	2178.47	.00	.00	.00	.00	.00	2178.47	TRANSFERS FROM
08	.00	.00	.00	.00	.00	2178.47-	2178.47-	TRANSFERS TO
08 APCR	1756.99-	.00	.00	.00	.00	.00	1756.99-	TRANSFERS TO
08 CBR	.00	2.65	.76	.00	.00	37.96	41.37	PAYMENT REFUND
08 CBR	.00	.00	.00	.00	.00	677.69	677.69	CREDIT REFUND
08 REND	57.32	.00	.00	.00	.00	.00	57.32	TRANSFERS FROM
08 REND	.00	.00	.00	.00	.00	57.32-	57.32-	TRANSFERS TO
08 SDNE	1.81	.00	.00	.00	.00	.00	1.81	TRANSFERS FROM
08 SSPT	1025.19	.00	.00	.00	.00	.00	1025.19	TRANSFERS FROM
08 STOP	2741.92	327.84	409.79	520.45	.00	.00	4000.00	PAYMENT VOID
08 TF	37.96	.00	.00	.00	.00	.00	37.96	TRANSFERS FROM
08 TF	.00	.00	.00	.00	.00	37.96-	37.96-	TRANSFERS TO
08 TRNF	2.14	.26	.24	.39	.00	.00	3.03	TRANSFERS FROM
08 TRNF	1320.91-	35.52-	31.19-	54.40-	.00	.00	1442.02-	TRANSFERS TO
08 TOTALS	2966.91	295.23	379.60	466.44	.00	1558.10-	2550.08	
09	21516.16	.00	.00	.00	.00	.00	21516.16	TRANSFERS FROM
09	.00	.00	.00	.00	.00	21516.16-	21516.16-	TRANSFERS TO
09 APCR	.01	.00	.00	.00	.00	426.85	426.86	TRANSFERS FROM
09 APCR	426.86-	.00	.00	.00	.00	.00	426.86-	TRANSFERS TO
09 CBR	.00	113.67	21.23	.00	.00	1849.65	1984.55	PAYMENT REFUND
09 CBR	.00	.00	.00	.00	.00	14437.92	14437.92	CREDIT REFUND

TAX ADJUSTMENT LISTING
 4/01/10 - 4/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

All account types
 All roll codes

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
09 CLOS	338.34	.00	.00	.00	.00	.00	338.34	PAYMENT VOID
09 NSF	3476.70	220.55	46.76	.00	.00	.00	3744.01	PAYMENT VOID
09 OTHR	363606.95	25452.48	7272.22	.00	.00	.00	396331.65	TRANSFERS FROM
09 OTHR	396331.65-	.00	.00	.00	.00	.00	396331.65-	TRANSFERS TO
09 REND	236.72	.00	.00	.00	.00	.00	236.72	TRANSFERS FROM
09 REND	.00	.00	.00	.00	.00	236.72-	236.72-	TRANSFERS TO
09 SDNE	.00	.00	.00	.00	.00	5.07-	5.07-	TRANSFERS TO
09 SSPT	14292.68	71.65	18.48	.00	.00	344.81	14727.62	TRANSFERS FROM
09 SSPT	344.81-	.00	.00	.00	.00	15408.00-	15752.81-	TRANSFERS TO
09 STOP	422.39	29.56	8.45	.00	.00	.00	460.40	PAYMENT VOID
09 TF	37.96	.00	.00	.00	.00	.00	37.96	TRANSFERS FROM
09 TF	.00	.00	.00	.00	.00	37.96-	37.96-	TRANSFERS TO
09 TRNF	816.78	21.76	7.15	.00	.00	17095.73	17941.42	TRANSFERS FROM
09 TRNF	15644.88-	247.80-	71.70-	392.45-	.00	.00	16356.83-	TRANSFERS TO
09 TOTALS	8003.51-	25661.87	7302.59	392.45-	.00	3048.95-	21519.55	
TOTALS	1377.04	26037.83	7703.43	146.66	.00	9562.35-	25702.61	

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS ADJUSTMENTS TO ORIGINAL	THIS PERIOD ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
- BASE TAX BILLED	66,783,206.59	.00	17,379.77	68,598.79-	51,219.02-	66,731,987.57
- BASE TAX PAID	58,489,411.24	1,116,380.86	627.19-	8,630.70	8,003.51	59,613,795.61
- BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/- ADJUSTMENTS TO UNPAID TAX	.00	.00	.00	.00	.00	.00
= OUTSTANDING BASE TAX	8,293,795.35					7,118,191.96

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

OTHER PAID:						
PENALTY	276,388.34	80,533.23	34.92-	25,626.95-	25,661.87-	331,259.70
INTEREST	63,861.13	29,211.87	10.92-	7,291.67-	7,302.59-	85,770.41
COLLECTION FEE	23,100.40	29,495.86	.00	392.45	392.45	52,988.71
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	42,707.70	10,235.98	77.53	2,971.42	3,048.95	55,992.63
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	58,895,468.81	1,265,857.80	595.50-	20,924.05-	21,519.55-	60,139,807.06

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS THIS PERIOD TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	680,420,486.60	.00	21,956.81	72,352.55-	50,395.74-	680,370,090.86
- BASE TAX PAID	667,879,254.74	1,311,046.38	3,278.02-	1,900.98	1,377.04-	669,188,924.08
- BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-		.00	.00	.00	2,734.03-
= OUTSTANDING BASE TAX	12,538,497.83					11,178,432.75

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

OTHER PAID:						
PENALTY	16,890,560.61	102,348.77	351.83-	25,686.00-	26,037.83-	16,966,871.55
INTEREST	3,681,418.53	69,655.14	396.12-	7,307.31-	7,703.43-	3,743,370.24
COLLECTION FEE	7,607,069.72	67,406.90	501.46-	354.80	146.66-	7,674,329.96
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	20,519.72	10,280.86	77.53	9,484.82	9,562.35	40,362.93
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	696,078,823.32	1,560,738.05	4,449.90-	21,252.71-	25,702.61-	697,613,858.76

COUNCIL COMMUNICATION

DATE: 05-17-10	SUBJECT: MOTION Approval of expenditures in the amount of \$17,056.00 for 16 junior students and chaperones from the Sister Cities Youth Committee to travel Albuquerque, New Mexico to participate in the Sister Cities International Youth Conference 2010 <i>Community Diplomacy and Your World</i> . Students will meet young individuals from around the world; participate in challenging group activities; teambuilding exercises; and multi-country simulation; engage in thought provoking discussions about peace building with other delegates as well as renowned practitioners in the field; gain tangible leadership skills and learn how to make the Sister Cities International Mission of Peace through People a reality. Funds are available in the Sister Cities Youth Committee Account. In addition, 17 senior students and chaperones will travel to HuttCity, New Zealand. Students will participate in challenging group activities; teambuilding exercises; multi-country simulation; and engage in thought provoking discussions about peace building with other delegates; and gain tangible leadership skills. The New Zealand trip will be paid for by fundraising events by the Sister Cities Youth Committee totaling \$30,100.00.	
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Gustavo Guevara, Jr., City Secretary	
PREVIOUS COUNCIL ACTION: Last City Council action in July 20, 2009 approved expenditures for students from the Sister Cities Youth Committee to travel to Belfast, Ireland to participate in the Sister Cities International.		
BACKGROUND: In 2005 the City Council established a City of Laredo Sister Cities Youth Exchange Program and approved the bylaws thereof. Students will have the opportunity to meet and talk to these ambassadors and have a discussion on any issues and at the same time they will be enjoying their students exchange program with the students of our sister city. The program will serve as a catalyst for youth advancement through innovative and cross-cultural educational programs and with our worldwide sister cities. This is the forth year for the Sister Cities Youth Committee to travel abroad experiencing student exchange. A Release Form which holds the City of Laredo harmless has been approved by the Laredo City Attorney's Office. In addition to the release form, each student has signed a permission slip and code of conduct form which has also been approved by the City Attorney's Office.		
FINANCIAL IMPACT: Expenditures: \$23,818.25 Account Number: 101-1700-513-5597		
COMMITTEE RECOMMENDATION: Approval by Committee	STAFF RECOMMENDATION: Approval by Staff	

Sister Cities International
Community Diplomacy and Your World
Albuquerque, New Mexico
July 27, 2010 – August 1, 2010

Junior Students: (16) Students

Collin Wilkinson
Edson Gonzalez
Jessica Renteria
Noemi Arroyo
Anaissa Leal
Enrique Ramirez
Patricia Silva
Maria Salas
Monica Castellanos
Abigail Fernandez
Samantha Reyes
Cecilia Martinez
Molly LaMantia
Kazandra Ysel Aleman
Vanessa Villarreal
Keila Luna
Kayla Rodriguez

16 x \$500.00 = \$8,000.00

16 x \$375.00 = \$6,000.00

16 x 60 = \$860.00

\$100.00 from airport to conference site

Total = \$14,960.00

Chaperones:

2 x \$500.00 = \$1,000

2x375.00 = \$750.00

2 x 49.00 = \$98.00 x 2 = \$196.00

Chaperone Fee \$75.00 x 2 = \$150.00

Total Chaperone = \$2,096.00

Total New Mexico Trip = \$17,056.00

COMMUNITY DIPLOMACY

Empowering Partnerships and Programs

JULY 29-31, 2010 ALBUQUERQUE, NEW MEXICO



[Registration](#) [Hotel & Travel](#) [Schedules](#) [Conference Materials](#) [Youth Leadership Conference](#) [Awards Program](#)
[Web Information](#) [Best Practices & Expo Hall](#) [Raffle](#) [Press](#) [Contact Us](#) [SCI Home](#)

Youth Leadership Conference

Community Diplomacy and Your World

July 27-August 1, 2010
Albuquerque, New Mexico, USA

The annual Youth Leadership Conference welcomes high school students, ages 15 to 19, from around the world that is dedicated to creating cross-cultural connections and wants to learn more about becoming active leaders in their community. This year, youth conference delegates will take part in a week-long series of small group discussions, role plays, and activities focusing on cultural identity, multiculturalism, and community activism.

Students will also have the chance to interact with leaders within the multicultural Albuquerque community and explore the natural and cultural elements of the city. When they return home, youth delegates will have experienced cultural similarities and difference firsthand through interaction with students from all over the world, will have the resources and ideas to become an active leader in their school and city, and will better understand the impact they can have at the local and global level.

Conference Details

Location

The 2010 Youth Leadership Conference will take place at the University of New Mexico Albuquerque Campus. Students will be housed in campus dorms to experience the feeling of living on an American university campus, and all small group discussions and most meals will take place on the UNM campus as well.

University of New Mexico
2211 Lomas Boulevard Northeast
Albuquerque, NM 87126
USA

Registration Fees:

The 2010 registration fee is \$500 USD.

The registration fee includes:

- Lodging
- All meals
- Daily program and activities
- Receptions
- Transportation and entry fees for off site activities
- Semi-formal dinner and dance

The registration fee does not include:

- Airfare
- Transportation to and from the airport
- Spending money

Secondary Forms

After registering for the youth conference [online](#) or by mail, please complete the following forms and email or fax them to Sister Cities International.

[Code of Conduct Form](#)
[Emergency Medical Release Form](#)
[Travel Itinerary Form](#)

Chaperones

Chaperones are welcome to attend the youth conference though they are not required. Please note that there is an additional \$75.00 USD chaperone fee. When registering online as a chaperone, make sure to choose the youth conference registration to make sure that you are

[Registration and Code of Conduct forms](#)
[Emergency Medical Release Form](#)
[Travel Itinerary Form](#)

Conference Schedule

Please see the [Schedule](#) for more information on the day-to-day activities. Details are subject to change.

Pre-Conference Preparation

To help prepare the youth delegates for the conference, we have provided a [Suggested Packing List](#) and an optional [Reading List](#). The reading recommendations are to give a background of the various cultures found in the American Southwest and though they will not be referenced specifically, they will introduce concepts and issues similar to what will be discussed throughout the conference.

Please mail, email or fax all forms to:

Jennelle Root

Youth Schedule

Tuesday, July 27, 2010

- 9:00 a.m. - 3:00 p.m. Airport pick-ups
Optional transportation fee
- 11:00 a.m. - 5:00 p.m. Registration
University of New Mexico (UNM) Dorms
- 5:30 p.m. - 6:30 p.m. Dinner
UNM
- 7:00 - 7:30 p.m. Welcome and Orientation
SUB Theater-UNM
- 8:00 - 9:30 p.m. Small Group Welcome Workshop: Getting to Know You
UNM Classrooms
- 9:30 - 11:00 p.m. Welcome Social
UNM Cafeteria

Wednesday, July 28, 2010

- 7:30 - 9:00 a.m. Breakfast
UNM Cafeteria
- 9:30 - 11:30 a.m. Small Group Workshop: Cultural Identity
UNM Classrooms
- 11:45 a.m. - 12:30 p.m. Lunch
UNM Cafeteria
- 12:45 - 2:15pm Small Group Workshop: Global Citizenship
UNM Classrooms
- 2:30 - 9:30pm Santa Fe trip and Dinner

Thursday, July 29, 2010

- 7:30 - 9:00 a.m. Breakfast
UNM Cafeteria
- 9:30 - 11:30 a.m. Small Group Workshop: Multiculturalism, Why and How?
UNM Classrooms
- 11:45 a.m. - 12:30 p.m. Lunch
UNM Cafeteria
- 1:00 - 3:00 p.m. Small Group Workshop: Migration Role Play
UNM Classrooms
- 3:30 - 6:30 p.m. Explore Albuquerque
- 6:30 - 8:30 p.m. Welcome Reception
Hyatt Regency
- 8:30 - 10:30 p.m. Evening Entertainment

Friday, July 30, 2010

(Make sure to wear your conference t-shirt today)

- 8:00 a.m. Board Buses for Hyatt
- 8:30 - 10:00 a.m. Breakfast and Keynote Speaker at Adult Conference
Hyatt Regency
- 10:30 a.m. - 12:30 p.m. Panel Discussion: Multiculturalism in Albuquerque
Hyatt Regency
- 1:15 - 2:30 p.m. Lunch
Garduno's
- 2:45 - 6:00 p.m. Afternoon in Old Town Albuquerque
- 6:30 - 7:30 p.m. ABQ Reception
Botanical Gardens
- 8:00 - 8:45 p.m. Prepare for Cultural Showcase
UNM Dorms
- 9:00 - 10:30 p.m. Cultural Showcase
UNM Ballroom

Saturday, July 31, 2010

- 7:30 - 8:30 a.m. Breakfast
- 9:00 - 11:30 a.m. Small Group Workshop: Building a Community
UNM Classrooms
- 12:00 - 2:00 p.m. Awards Luncheon with Adult Conference and YAAS Presentation
Hyatt Regency
- 2:30 - 4:00 p.m. Wrap up
UNM Classrooms
- 4:00 - 6:00 p.m. Pack and Prepare for Farewell Party
UNM Dorms
- 7:00 - 7:30 p.m. Remembering the Week Slideshow
UNM Ballroom
- 7:30 - 11:30 p.m. Farewell Dinner and Dance
UNM Ballroom

Sunday, August 1, 2010

5:00 - 9:00 a.m.	Breakfast UNM Cafeteria
6:00 a.m. - 12:00 p.m.	Shuttles to Airport Optional transportation fee
6:00 - 11:00 a.m.	Check-out

Laredo, TX (LRD) to Albuquerque, NM (ABQ)

Start search cost

Change your search

Departure airport:

LRD (Laredo)

Destination airport:

ABQ (Albuquerque)

Departing: (mm/dd/yy)

7/27/2010

Anytime

Returning: (mm/dd/yy)

8/1/2010

Anytime

Airline: More info

No Preference

Class

Economy / Coach

Nonstop flights only

Refundable flights only

Change Trainers

6 Adults

Change travelers

* - Indicates flight is operated by another airline. Move your mouse over the icon for details.

Your selected departure - ~~click here to edit~~ Departure

3:30 PM Depart Laredo (LRD)
Arrive Albuquerque (ABQ) 6:40 PM

Tue 27-Jul
Duration: 4hr 10min



American Airlines #2707 / 389
Connect in Dallas (Dallas-Fort Worth Int.)

Prices are per person for roundtrip travel; they are e-tickets and include all flight taxes and fees. Prices do not include baggage fees or other fees charged directly by the airline.

2 Choose a return flight or view complete conditions

Sort by: Price Duration Departure time Arrival time

Roundtrip: **\$314.00** + \$41.30 taxes & fees = **\$355.30** per person

6:00 am Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 10:45 am

Sun 1-Aug
Duration: 5hr 45min



American Airlines 433 / #3355
Connect in Dallas (Dallas-Fort Worth Int.)

Preview seat availability

Select this return

Roundtrip: **\$314.00** + \$41.30 taxes & fees = **\$355.30** per person

9:40 am Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 3:00 pm

Sun 1-Aug
Duration: 4hr 20min



American Airlines 1604 / #2707
Connect in Dallas (Dallas-Fort Worth Int.)

Preview seat availability

Select this return

Roundtrip: **\$314.00** + \$41.30 taxes & fees = **\$355.30** per person

12:00 pm Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 5:50 pm

Sun 1-Aug
Duration: 4hr 50min



American Airlines 2210 / #2812
Connect in Dallas (Dallas-Fort Worth Int.)

Preview seat availability

Select this return

Roundtrip: **\$314.00** + \$41.30 taxes & fees = **\$355.30** per person

3:55 pm Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 10:00 pm

Sun 1-Aug
Duration: 5hr 5min



American Airlines 1538 / #3363
Connect in Dallas (Dallas-Fort Worth Int.)

Preview seat availability

Select this return

Roundtrip: **\$314.00** + \$41.30 taxes & fees = **\$355.30** per person

10:50 am Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 5:50 pm

Sun 1-Aug
Duration: 6hr 0min



American Airlines 650 / #2812
Connect in Dallas (Dallas-Fort Worth Int.)

Preview seat availability

Select this return

Roundtrip: **\$338.00** + \$45.00 taxes & fees = **\$383.00** per person

6:15 am Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 4:23 pm

Sun 1-Aug
Duration: 9hr 8min



UNITED #7710 / 820 / #4323
Connect in Denver (Denver Int.), Houston (IAH)

Preview seat availability

Select this return

Roundtrip: **\$404.00** + \$39.80 taxes & fees = **\$443.80** per person

4:12 pm Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 10:19 pm

Sun 1-Aug
Duration: 5hr 7min



Continental #2080 / #2357
Connect in Houston (IAH)

Preview seat availability

Select this return

Roundtrip: **\$404.00** + \$45.00 taxes & fees = **\$449.00** per person

1:12 pm Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 10:19 pm

Sun 1-Aug
Duration: 8hr 7min



UNITED 156 / #3491 / #4325
Connect in Denver (Denver Int.), Houston (IAH)

Preview seat availability

Select this return

Roundtrip: **\$404.00** + \$45.00 taxes & fees = **\$449.00** per person

9:59 am Depart Albuquerque (ABQ)
Arrive Laredo (LRD) 7:17 pm

Sun 1-Aug
Duration: 9hr 18min



UNITED #6860 / 846 / #4324
Connect in Denver (Denver Int.), Houston (IAH)

Flights on 5/12/10

Customer Support

Frequently Asked Questions (FAQs)

Sister Cities Youth Committee

HuttCity, New Zealand

August 3, 2010 – August 10, 2010

Carlos Garcia
Stephanie Garza
Ricardo Guerra
Edward Castillo
Yvonne Rosas
Jose Luis Zavala
Ana P. Saldivar
Olivia Flores
Marco Rosales
Luis Villalobos
Alejandra Vasquez
Isabela Cigarroa
Oscar Torres
Wayne Holstine, Jr.
Clarissa Lynn Idrogo
Reynaldo Diaz, Jr.
April Reinhardt
Chaperone
Chaperone

Housing/Motel		-0-
Flights	\$1,300.00 x 19 =	\$24,700.00
Excursions		\$1,520.00
Motel for Chaperone	5 nights @ \$135.00 x2	\$1,350.00
Per Diem (Students)	\$90.00 x 17	\$1,530.00
Per Diem		\$1,000.00
Total		\$30,100.00

Day One – arrive Wellington

Depending on arrival time we generally take visitors past the Weta Cave. A free attraction showcasing the works of Weta Studios who are responsible for Lord of the Rings, King Kong, Narnia...

Settle in with families

Day Two – special interest visits

While I don't envisage any fees for these I would need maximum time to try and coordinate visits for the interests

Might be a good night to get to know each other with ten pin bowling and a game of lazer strike. Probably about \$30 each ~~\$570.00~~

Day Three – visit Hutt City

We are famous for our walks and subject to weather it would be great to take the kids on a picnic and exploration of some of our tracks and trails. Many options. It would be good to know fitness levels as walks range from flat and short to up and long.

After lunch we could go to the local Marae for a welcome and learn a bit about Maori culture. We could get the Mayor to attend this. It is traditional after speaking on a Marae to sing a song and this would work for the group and their cultural performances. This would have a cost which I would need to confirm but would probably be around \$30 each ~~\$570.00~~

Day Four – visit Wellington

Could do a bit of a loop (depending on weather) ferry from eastern bays of Hutt City across to Wellington. - \$15 each ~~285.00~~

Te Papa – free (donation) – national museum of New Zealand

Cable Car up to botanical gardens and views of city - \$5 each ~~495~~

Parliament tour or shopping FREE

Day Five – depart Wellington

Regards

David Hancock
Visitor Development Manager
City Development Division

Subscribe to Hutt City e-Newsletter

www.huttvalleynz.com

t. +64 4 570 3373

m. +64 27 629 4254

Start search over

San Antonio, TX (SAT) to Wellington, New Zealand (WLG)

Change your search

Departure airport
SAT (San Antonio)

Destination airport
WLG (Wellington)

Departing: (mm/dd/yyyy)
8/3/2010

Anytime

Returning: (mm/dd/yyyy)
8/10/2010

Anytime

Airline: More info
No Preference

Class
Economy / Coach

Nonstop flights only

Refundable flights only

	Mx & Match Airlines	UNITED	Air New Zealand	Gulf Air		
Nonstop	--	--	--	--	--	--
1 stop	--	--	--	--	--	--
2+ stops	from \$1246 see below	from \$1246	from \$1246	from \$1478	--	--

Prices are per person for roundtrip travel. They are e-ticket prices and include all flight taxes and fees. Prices do not include baggage fees or other fees charged directly by the airline.

Choose a complete roundtrip flight or view flights separately

Sort by: Price Duration Departure time Arrival time

Roundtrip: **\$1,246.80** avg/person (\$7,480.80 total)

8:36 pm Depart San Antonio (SAT)
Arrive Wellington (WLG) 10:30 am +2 days

Tue 3-Aug
Duration: 20hr 54min



UNITED TM6431



Air New Zealand 5 / 417

Connect in Los Angeles (LAX), Auckland (AKL)

3:00 pm Depart Wellington (WLG)
Arrive San Antonio (SAT) 8:00 pm

Tue 10-Aug
Duration: 22hr 0min



Air New Zealand 446 / 6



UNITED TM6431

Connect in Auckland (AKL), Los Angeles (LAX)

Select this flight

Review seat availability

Roundtrip: **\$1,246.80** avg/person (\$7,480.80 total)

8:36 pm Depart San Antonio (SAT)
Arrive Wellington (WLG) 10:30 am +2 days

Tue 3-Aug
Duration: 20hr 54min



UNITED TM6431



Air New Zealand 5 / 417

Connect in Los Angeles (LAX), Auckland (AKL)

6:30 pm Depart Wellington (WLG)
Arrive San Antonio (SAT) 11:59 pm

Tue 10-Aug
Duration: 22hr 29min



Air New Zealand 474 / 2



UNITED TM6430

Connect in Auckland (AKL), Los Angeles (LAX)

Select this flight

Review seat availability

Roundtrip: **\$1,246.80** avg/person (\$7,480.80 total)

8:36 pm Depart San Antonio (SAT)
Arrive Wellington (WLG) 10:30 am +2 days

Tue 3-Aug
Duration: 20hr 54min



UNITED TM6431



Air New Zealand 5 / 417

Connect in Los Angeles (LAX), Auckland (AKL)

6:00 pm Depart Wellington (WLG)
Arrive San Antonio (SAT) 11:59 pm

Tue 10-Aug
Duration: 22hr 59min



Air New Zealand 460 / 2



UNITED TM6430

Connect in Auckland (AKL), Los Angeles (LAX)

Select this flight

Review seat availability

Roundtrip: **\$1,246.80** avg/person (\$7,480.80 total)

8:36 pm Depart San Antonio (SAT)
Arrive Wellington (WLG) 10:30 am +2 days

Tue 3-Aug
Duration: 20hr 54min



UNITED TM6431



Air New Zealand 5 / 417

Connect in Los Angeles (LAX), Auckland (AKL)

2:00 pm Depart Wellington (WLG)
Arrive San Antonio (SAT) 8:00 pm

Tue 10-Aug
Duration: 23hr 0min



Air New Zealand 426 / 6



UNITED TM6431

Connect in Auckland (AKL), Los Angeles (LAX)

Select this flight

Review seat availability

Roundtrip: **\$1,246.80** avg/person (\$7,480.80 total)

8:36 pm Depart San Antonio (SAT)
Arrive Wellington (WLG) 11:30 am +2 days

Tue 3-Aug
Duration: 21hr 54min



UNITED TM6431



Air New Zealand 5 / 421

Connect in Los Angeles (LAX), Auckland (AKL)

3:00 pm Depart Wellington (WLG)
Arrive San Antonio (SAT) 8:00 pm

Tue 10-Aug
Duration: 22hr 0min



Air New Zealand 446 / 6

UNITED TM6431

Customer Support

Frequently Asked Questions (FAQs)

TM - Indicates flight is operated by another airline. Move your mouse over the icon for details.

12 air fares: 1 to 10 displayed - page: 1 2

Airline

all

sort by:

Departure Time

Airline			Outbound flight	Return flight	Fare	est.	Total price per adult
			Stops duration	Stops duration	type Price	Tax	
 <small>air new zealand</small>	economy class	NZ	2 Stops 13:35	2 Stops 14:45	air 783.84+258.89		1042.73 USD
 <small>air new zealand</small>	economy class	NZ	2 Stops 13:35	2 Stops 14:45	air 828.00+258.89		1086.89 USD
 <small>air new zealand</small>	economy class	NZ	2 Stops 13:38	2 Stops 14:45	air 828.28+258.89		1087.17 USD
 <small>air new zealand</small>	economy class	NZ	2 Stops 13:38	2 Stops 14:45	air 878.00+258.89		1136.89 USD
 QANTAS	economy class	QF	2 Stops 14:15	2 Stops 15:12	air 948.01+258.89		1206.90 USD
 QANTAS	economy class	QF	2 Stops 14:15	2 Stops 15:20	air 948.01+263.16		1211.17 USD
 QANTAS	economy class	QF	2 Stops 14:10	2 Stops 15:12	air 1033.01+258.89		1291.90 USD
 <small>air new zealand</small>	economy class	NZ	2 Stops 13:35	2 Stops 14:40	air 1670.00+258.89		1928.89 USD
 <small>air new zealand</small>	economy class	NZ	2 Stops 13:35	2 Stops 14:46	air 1685.00+258.89		1943.89 USD
 <small>air new zealand</small>	economy class	CO	2 Stops 13:35	2 Stops 14:49	air 1656.00+307.43		1963.43 USD

 mix-it-yourself

 [View all results](#)

Company Type of Sponsor Amount Paid

Fernando A. Salinas	Platinum (8)	\$ 2,000.00	No
Zertuche Construction	Bronze (1)	\$ 500.00	No
AT & T	Bronze (1)	\$ 500.00	No
Embarcadero	Bronze (1)	\$ 500.00	No
Cm. Gene Belmares	Bronze (1)	\$ 500.00	No
Modern Machine Shop	Gold	\$ 1,500.00	Yes
Border Olympics	Bronze (1)	\$ 500.00	No
CP & L	Silver	\$1,000.00	No
Cm. Jose Valdez, Jr.	Bronze (1)	\$500.00	No
L & F Distributors	Silver	\$1,000	Yes
Academy	Bronze (1)	\$500.00	Yes
Laredo Medical Center	Bronze (1)	\$500.00	Yes
Dannenbaum	Gold	\$1,500.00	Yes
Sames	Bronze (1)	\$500.00	
Gonzalez Auto Parts	Bronze (1)	\$500.00	Yes
Modern Construction	Silver	\$ 1,000.00	Yes
Reim Construction	Bronze (1)	\$ 500.00	Yes
Champion Care Inc.	Gold	\$1,500.00	Yes
		\$ 15,000.00	

Gift Cards

Pending

Fernando A. Salinas	Platinum (8)	\$ 2,000.00	No
Zertuche Construction	Bronze (1)	\$ 500.00	No
AT & T	Bronze (1)	\$ 500.00	No
Embarcadero	Bronze (1)	\$ 500.00	No
Cm. Gene Belmares	Bronze (1)	\$ 500.00	No
Border Olympics	Bronze (1)	\$ 500.00	No
CP & L	Silver	\$1,000.00	No
Cm. Jose Valdez, Jr.	Bronze (1)	\$500.00	No

\$ 6,000.00

Candles \$2,000.00
 Donations \$2,000.00

\$ 10,000.00 Pending

In City Account \$ 23,000.00

Bank Funds Current \$15,450.47

Account Activity

Activity for your account is displayed below.

Click the check number to view a check image.
Click on any column heading to sort.

FREE BIZ RITE	
Account Name:	FREE BIZ RITE
Account Number:	xxx5443
As of Date:	5/12/2010
Interest Earned YTD:	\$0.00
Interest Earned Last Year:	\$0.00
Today's Beginning Balance:	\$15,450.47
Available Balance:	\$15,450.47

Account:	From:	
FREE BIZ RITE (5443)	5 Days	<input type="button" value="Display"/>

IMPORTANT

Pending Transactions

Transactions marked with an asterisk (*) are not yet posted to your account. ([Learn More](#))

Date	No.	Description	Withdrawal	Deposit	Balance
------	-----	-------------	------------	---------	---------

There are no pending transactions at this time.

Posted Transactions

Date	No.	Description	Withdrawal	Deposit	Balance
5/11/2010		Deposit Item Ret	\$24.00		\$15,450.47
5/11/2010	1049	CHECK	\$71.97		\$15,474.47
5/11/2010		Dep Item Ret Chrg	\$8.00		\$15,546.44
5/11/2010		DEP		\$7,805.00	\$15,554.44
5/10/2010	1052	CHECK	\$288.00		\$7,749.44
5/10/2010	1051	Cashed Check	\$1,000.00		\$8,037.44
5/10/2010	1050	Cashed Check	\$1,600.00		\$9,037.44
5/10/2010		DEP		\$44.00	\$10,637.44
5/7/2010		DEP		\$100.00	\$10,593.44

Fiscal Year 2010

Account Balance Inquiry

10:22:08

Account number . . . : 244-4920-553.54-76
 Fund : 244 HOTEL-MOTEL OCCUP.TAX
 Department : 49 HOTEL-MOTEL OCCUP.TAX
 Division : 20 TOURISM AND PROMOTIONS
 Activity basic : 55 CULTURAL & RECREATIONAL
 Sub activity : 3 CONTRACTUAL SERVICES
 Element : 54 AID TO OTHER AGENCIES
 Object : 76 SISTERS CITY YOUTH CONF.

Original budget : 3,500
 Revised budget : 6,100 04/30/2010
 Actual expenditures - current . . : 3,708.25
 Actual expenditures - ytd . . . : 2,100.00-
 Unposted expenditures : .00
 Encumbered amount : 1,650.50
 Unposted encumbrances : 1,150.50
 Pre-encumbrance amount : .00
 Total expenditures & encumbrances: 4,409.25 72.3%
 Unencumbered balance : 1,690.75 27.7

F5=Encumbrances F7=Project data F8=Misc inquiry F9=Misc update
 F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

Fiscal Year 2010

Account Balance Inquiry

Account number . . . : 101-1700-513.55-97
 Fund : 101 GENERAL FUND
 Department : 17 CITY SECRETARY
 Division : 00 CITY SECRETARY
 Activity basic : 51 GENERAL GOVERNMENT
 Sub activity : 3 CONTRACTUAL SERVICES
 Element : 55 PURCHASED PROF.SERVICES
 Object : 97 SISTER CITY YOUTH PROGRAM

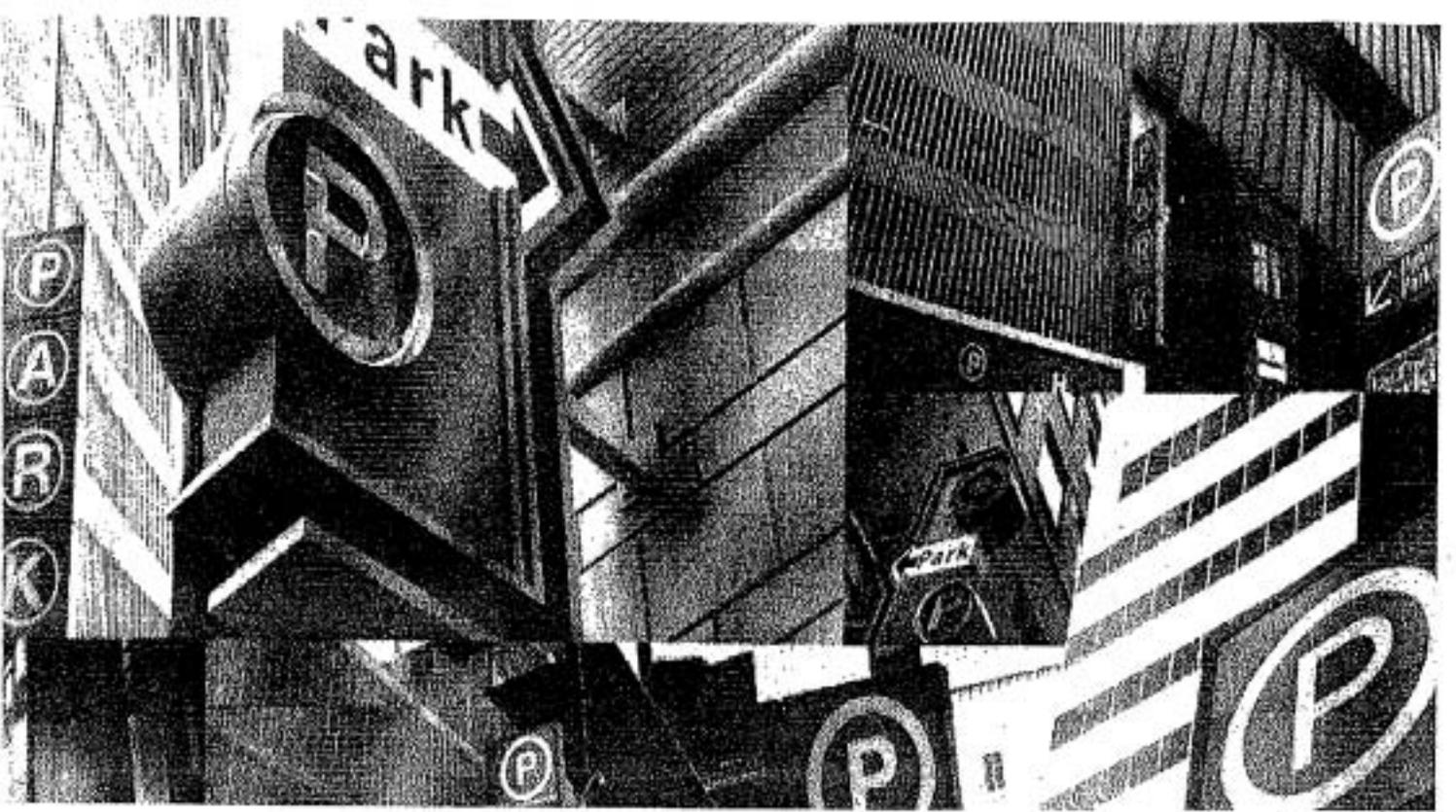
Original budget : 25,000

Actual expenditures - current . . : 778.00
 Actual expenditures - ytd . . . : 403.75
 Unposted expenditures : .00
 Encumbered amount : .00
 Unposted encumbrances : .00
 Pre-encumbrance amount : .00
 Total expenditures & encumbrances: 1,181.75 4.7%
 Unencumbered balance : 23,818.25 95.3

F5=Encumbrances F7=Project data F8=Misc inquiry F9=Misc update
 F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

CITY COUNCIL MEETING AS MASS TRANSIT BOARD COMMUNICATION

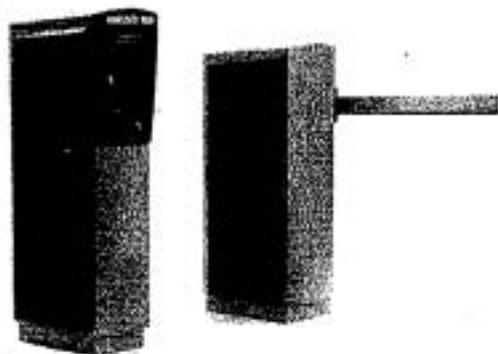
DATE: 05/17/10	SUBJECT: MOTION Consideration to authorize the purchase and installation of a parking garage automated pay station system at the Transit Center from Mitchell Adding Machine Company Inc., dba Mitchell Time and Parking, Austin, in the total amount of \$52,200.00. Funding is available from Federal Transit Capital Grant No. TX-04-0040.															
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Feliciano Garcia, Transit General Manager Francisco Meza, City Purchasing Agent														
PREVIOUS BOARD ACTION: n/a																
BACKGROUND: Proposals were solicited for the purchase and installation of an automated parking garage pay station system for the Transit Center. The proposal from Mitchell Time and Parking satisfies all the requirements of the parking garage automation solution. <u>Mitchell Time and Parking</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Amano McGann Pay Station Equipment</td> <td align="right">\$31,000.00</td> </tr> <tr> <td>Amano McGann Revenue Software</td> <td align="right">\$16,000.00</td> </tr> <tr> <td>Elite Telephone System w/pedestal</td> <td align="right">\$ 1,200.00</td> </tr> <tr> <td>Computer Equipment</td> <td align="right">\$ 2,000.00</td> </tr> <tr> <td>Installation</td> <td align="right">\$ 2,500.00</td> </tr> <tr> <td>Freight</td> <td align="right">\$ 500.00</td> </tr> <tr> <td>Total</td> <td align="right"><u>\$53,200.00</u></td> </tr> </table>			Amano McGann Pay Station Equipment	\$31,000.00	Amano McGann Revenue Software	\$16,000.00	Elite Telephone System w/pedestal	\$ 1,200.00	Computer Equipment	\$ 2,000.00	Installation	\$ 2,500.00	Freight	\$ 500.00	Total	<u>\$53,200.00</u>
Amano McGann Pay Station Equipment	\$31,000.00															
Amano McGann Revenue Software	\$16,000.00															
Elite Telephone System w/pedestal	\$ 1,200.00															
Computer Equipment	\$ 2,000.00															
Installation	\$ 2,500.00															
Freight	\$ 500.00															
Total	<u>\$53,200.00</u>															
FINANCIAL: Funding for this system are available from Capital Grant TX-04-0040, Account Number: 518-5192-585-9301																
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Staff recommends approval.														



CITY OF LAREDO TRANSIT
MANAGEMENT, INC.

Exit Pay Station

Presented on April 20, 2010





**CITY OF LAREDO
REQUEST FOR PROPOSALS
PARKING GARAGE AUTOMATED
PAY STATION SYSTEM**

**PUBLIC NOTICE
REQUEST FOR PROPOSALS**

The City of Laredo and the Laredo Transit Management have initiated a Request for Proposals (RFP) and invites interested parties to submit proposals for the purchase and installation of a parking garage automated pay station system. Proposals will be accepted from interested companies, having the requisite interest, familiarity, investment potential, and meet the established criteria to install this system.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on April 22, 2010 and all proposals received will be opened and publicly acknowledged at 3:00 PM on April 23, 2010.

A pre-proposal conference will be held at the Transit Center, Third Floor, West Conference Room, at 1301 Farragut, Laredo, Texas at 1:30 pm on April 8, 2010. This meeting is not mandatory, but attendance is highly recommended. A site visit will immediately follow the conference.

Proposals are to be submitted in a sealed envelope clearly marked:

**Request for Proposal – Parking Garage Automated Pay Station System
FY10-047**

Proposals are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

PLEASE SUBMIT ONE ORIGINAL SIGNATURE PROPOSAL AND FOUR (4) COPIES.

CITY OF LAREDO
PURCHASING DIVISION

Vendor Information:

Please complete all information requested below and submit with your package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: Mitchell Adding Machine Company Inc. DBA Mitchell Time and Parking

Signature
of person authorized to sign proposal

Date 4-20-2010

Print Name Joe Hobbs
of person authorized to sign proposal

Title: Senior Vice President

Business Address: 4806 North IH 35

City, State, Zip Code: Austin, TX 78751

Telephone Number: 512-371-7773

Fax Number: 512-371-7181

Contact Person Email Address: mtparking@sbcglobal.net

Federal Tax ID Number: 74-1790608

Vendor's Principal/Corporate Place of Business Address: 4806 North IH 35, Austin, TX 78751

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: _____

State how long under its present business name: 65 Years

MITCHELL TIME AND PARKING

SALES & SERVICE

AMANO McGANN PARKING & TIME EQUIPMENT

April 20, 2010

City of Laredo Transit Management
5521 Thomas Avenue
Laredo, TX 78041

TABC – Timeline

When we receive your Purchase Order for the equipment and installation, we will order the Hardware and Software. Approximately six week delivery on Hardware and Software.

TABD – Methodology

In order for you not to have any down time we will work around your operation to meet the requirements. We will install a pay station and an Elite telephone system. We will install the credit card computer and software, the count, revenue and access software. We will train your personnel on the Hardware and Software. You will be responsible for the DSL Line, merchant set-up for credit card, and which bank to deposit the money into.

Proposal Re-Cap

<u>Description</u>	<u>Price</u>
New Equipment and Installation	\$53,200.00
Optional Equipment	\$400.00
Service for one year on existing equipment used, in proposal, with the first year on the whole system at no charge for new and old equipment	N/C

Sincerely,



Joe Hobbs
Senior Vice President

