

CITY OF LAREDO

CITY COUNCIL MEETING

A-2010-R-13

AS AMENDED

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

JULY 6, 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 June 21, 2010

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

- a. Recognizing Laredo Coca-Cola Bottling Co. for its 100th Year Anniversary.

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** accepting a supplemental grant awarded and amending the City of Laredo FY 2009-2010 Financial Task Force grant budget by increasing revenues and expenditures in the amount of \$25,000.00 for the operational expenses awarded by the Office Trafficking Area (HIDTA). Funds will be used to pay overtime expenses for The Laredo Financial Narcotics Enforcement Team Task Force agents and

Laredo Police Officers from January 1, 2010 through December 31, 2010.
(Approved by Finance Committee)

2. **Public hearing** allowing interested persons to comment on the 2010-2014 Five-Year Consolidated Plan and 2010 One-Year Action Plan which identifies the projects proposed to be funded by the U.S. Dept. of Housing and Urban Development. The City anticipates receiving \$3,936,450.00 in 36th Action Year Community Development Block Grant (CDBG) funds; \$1,381,796.00 through the HOME Investment Partnerships Program; and \$159,618.00 through the Emergency Shelter Grant. An additional \$96,066.00 is anticipated to be received through CDBG program income; \$70,000.00 through Housing Rehabilitation Revolving Loan funds; and \$20,000.00 in HOME program income. The following projects are proposed:

36th AY Community Development Block Grant
(\$3,936,450.00+\$96,066.00 PI)

Community Development Administration	\$723,615.00
Housing Rehabilitation Administration	\$250,539.00
Housing Rehabilitation Loan Program (\$96,066.00 in PI)	\$500,000.00
Code Enforcement	\$498,465.00
Graffiti Removal Program	\$ 54,300.00
Hamilton Hotel - Section 108 Loan Repayment	\$144,570.00
ADA Sidewalk Improvements	\$150,000.00
Heritage Park Improvements	\$215,000.00
El Eden Park	\$215,000.00
Riverhills Parkland Acquisition	\$215,000.00
Sidewalks – District V	\$215,000.00
Sidewalks – District IV	\$215,000.00
Sidewalks – District VII	\$215,000.00
San Francisco Javier Neighborhood Park	\$215,000.00
Downtown Façade Restoration Program	\$106,027.00
Bethany House Center for Hope	<u>\$100,000.00</u>
Total	\$4,032,516.00

Housing Rehabilitation Revolving Loan Program (\$70,000.00)

Housing Rehabilitation Revolving Loan Administration	\$40,930.00
Housing Rehabilitation Revolving Loans	<u>\$29,070.00</u>
Total	\$70,000.00

HOME Investment Partnership Grant (\$1,381,796.00+\$20,000.00 PI)

HOME Program Administration	\$138,179.00
Downpayment Assistance (\$20,000.00 in PI)	\$516,347.00
Tenant-Based Rental Assistance	\$340,000.00
Bethany House Transitional Housing Project	\$200,000.00
Habitat for Humanity (CHDO set aside)	<u>\$207,270.00</u>
Total	\$1,401,796.00

Emergency Shelter Grant (\$159,618.00)

ESG Program Administration	\$3,000.00
Bethany House Shelter Complex Homeless Prevention	\$33,000.00
Bethany House Shelter Complex Operations	\$58,832.00
Casa de Misericordia Operations	\$25,000.00
Bethany House Shelter Complex Essential Services	<u>\$39,786.00</u>
Total	\$159,618.00

(Approved by Finance Committee)

(Recess)

(Press Availability)

VII. INTRODUCTORY ORDINANCES

3. Authorizing the City Manager to execute a lease with Laredo Little Theater for approximately 5,801 square feet constituting Building No. 52 located at 4802 Thomas Avenue at the Laredo International Airport; 1) Lease term is for ten (10) years commencing on October 1, 2009 and ending on September 30, 2019 and may be extended for one (1) term of five (5) years ending on September 30, 2024; 2) Monthly rent shall be \$500.00 and will be adjusted annually during the primary and extension term of this lease according to changes in the Consumer Price Index; providing for an effective date. **(Approved by Finance Committee)**

VIII. FINAL READING OF ORDINANCES

4. **2010-O-078** Authorizing the City Manager to execute a first amendment to a ground lease (Flores Street) by and between the City of Laredo, a Municipal corporation (landlord), and New Cingular Wireless PCS, LLC, (tenant), formerly known as or a successor-in-interest to Texas/Illinois Cellular Limited Partnership, by its general partner, Southwestern Bell Wireless, Inc., dated July 19, 1999 and attached hereto; to allow landlord to modify landlord's lease area location described in exhibit A with area location as described in exhibit A-1; to modify the base rent from \$14,740.00 to \$16,939.96 yearly; and to allow tenant to modify the notice section therefore; all other terms and conditions remain.

2010-O-083 Authorizing the addition of a collection fee in the amount of 30% to debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a court serving the municipality and amounts in cases in which the accused has failed to appear as provided for by Article 103.0031, Texas Code of Criminal Procedure and providing for publication and effective date.

2010-O-084 Amending the City of Laredo's *Land Development Code* to reflect the creation of an Arts and Entertainment Zoning District by: Amending Article IV, Section 24.62.1(a) Land Use Zoning District

Establishment; amending Section 24.62.2 Zoning District Purpose; amending Section 24.63.2 Permitted Land Uses; amending Section 24.65 Supplementary Zoning District Regulations; amending Section 24.77 Dimensional Standards; amending Section 24.78 Off-Street Parking & Loading Requirements; amending Appendix "A", Definitions; and providing for publication and effective date. **(As Amended)**

2010-O-085 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 9, Block 1, Fesco Business Park, Unit One, located at 4801 Fesco Boulevard; providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommended approval of the Special Use Permit. District II

2010-O-086 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 536, Eastern Division, located at 902 & 904 E. Locust Street, from B-1 SUZD (Limited Commercial District – Special Use Zoning District) to B-1 (Limited Commercial District); providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommended approval of the zone change. District IV

2010-O-087 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 6.2 acres, as further described by metes and bounds in attached Exhibit "A", located at 9600 McPherson Road, from R-O (Residential/Office District) to B-3 (Community Business District); providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommended approval of the zone change. District VI

2010-O-088 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for electronic displays on Lots 1, 2, 8, 9 and 10, Block 281, Western Division, located at 1 South Main Avenue; providing for publication and effective date. Staff supports the application and the Planning & Zoning Commission recommended approval of the Special Use Permit. District VIII

IX. RESOLUTIONS

5. **2010-R-059** Authorizing the City Manager to apply for a grant in the amount of \$736,104.00 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916.00 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2011 through December 31, 2011. Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2011 through December 31, 2011. **(Approved by Finance Committee)**

6. **2010-R-060** Accepting an Easement Deed without Warranty for 15' area from the United States of America. This Easement is revised to include the purpose of operating, maintaining, inspecting, replacing, constructing, upgrading and repairing Storm and Sanitary Sewer Infrastructure. The said Easement is a 15' area, more or less out of a portion between Block K and L, conveyed to the United States of America in Volume 230, Page 361, Webb County Deed Record; and described by survey attached as Exhibit "A". Said easement is being provided for the Flores Avenue Drainage Improvements and Sanitary Sewer and Water Line Rehabilitation Project.
7. **2010-R-061** Authorizing the purchase of the surface only of 1.4 acres of land from Andrea Treviño, Norma S. Herrera, Velia C. Herrera, Jeffrey J. Czar, Cesareo R. Porras and Armando E. Garcia as described by metes and bounds in the attached exhibit for the purpose of providing for municipal improvements. The purchase of this tract in the amount of \$40,000.00 plus applicable closing costs is made possible through funding from Environmental Services-2007 C.O.
8. **2010-R-062** In support of and requesting the United States Congress create a federally designated United States - Mexico Border Health Region with direct funding from the federal government to adequately support prevention, security, and emergency preparedness services which are fundamental necessary to protect and safeguard our community, the state and the nation.

X. MOTIONS

9. Authorizing the City Manager to approve change order no. 1 for the South Laredo Wastewater Treatment Plant Interim Improvements and expansion project to Wright Construction Co. with a total cost of \$59,412.03, due to unforeseen underground utilities conflicts. This change order will not increase the Contract Cost Estimate, as contract as bid includes a line item allowance for \$123,000.00 of approved change request and additional work. **(Finance Committee has recommended item be sent to Council)**
10. Authorizing the City Manager to accept the dedication of the following utility easement:
Laredo Independent School District-A tract of land containing 0.01 acres (556 sq. ft.) tract of land, more or less, situated within Block 1131 Eastern Division of the City of Laredo, Webb County, Texas (J.W. Nixon High School). This 0.01 acre tract of land being more particularly described by metes and bounds in Exhibit "A", attached hereto.
11. Consideration for acceptance, approval of change order no. 2 and release of retainage in the amount of \$5,000.00 to Price Construction, Ltd., Laredo, Texas, for the TxDOT Wastewater Relocation Bore along Loop 20 (Cuatro Vientos Project). Change order no. 2 was for an extension of 40 more calendar days with no increase on the contract amount. Funding is available in the 2008 Utility Bond Account TXDot Improvements. **(Approved by Finance Committee)**

12. Consideration to award contract FY10-057 to the sole bidder, Delta House Electric and Motor Rewind, Freer, Texas, in the amount of \$300,000.00 for providing electric motor repair service for the Utilities Department. Repairs are for motors with horsepower rating from 1/8 HP to 400 HP that are used in water and wastewater operations. Funding is available in the Utilities Department Fund. **(Approved by Finance Committee)**
13. Consideration to authorize a purchase contract with Motorola Inc. and RZ Communications through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the amount of \$940,240.10 for the purchase of fifty (50), mobile data terminals, mobile radios, and digital video camera systems for the Police Department. Funding is available in the Police Trust Fund. **(Approved by Finance Committee)**
14. Authorizing the City Manager to approve a request from Jett Racing and Sales, Inc., to amend the sublease agreement with Elite Aviation, Inc., effective September 1, 2005, for an approximate 10,000 square feet of hangar space. The lease premises are located on Tract No. 5 consisting of 80,000 square feet located at the Laredo International Airport. Amending the term of the sublease to extend for fifteen (15) months commencing on June 10, 2010 until August 9, 2011. The lease agreement provides that Jett Racing and Sales, Inc., shall have the right to sublease all or any part of the space demise provided Lessee first obtains Lessor's consent, such consent shall not be unreasonably withheld. All other terms and conditions remain unchanged and in effect; providing for an effective date. **(Approved by Finance Committee)**
15. Award of contract to the lowest qualified bidder Wunderlich-Malec Systems, Inc.; Carrollton, Texas, in the bid amount of \$562,838.80 for the Laredo International Airport Security Access Control and Camera System upgrades; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Airport Construction Fund – Grant No. 53. **(Approved by Finance Committee)**
16. Award of construction contract to the lowest bidder Zertuche Construction, LLC., Laredo, Texas, in the amount of \$560,000.00 for the North Central Park Trailhead Facility with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the 2008 and 2009 C.O. **(Approved by Finance Committee)**
17. Award of construction contract to the lowest bidder Modern Construction, Inc., Laredo, Texas, in the base bid amount of \$6,505,000.00 for the Northwest Laredo Community Center with a construction contract time of four hundred twenty (420) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and

approval of insurance and bond documents. Funding is available in the 2007, 2008, and 2009 C.O. Bond. **(Approved by Finance Committee)**

18. Authorizing the City Manager to allocate \$23,516.07 to pay for legal services rendered and to be rendered by the Law Firm of Denton, Navarro, Rocha & Bernal in the matter of Fructuoso San Miguel V. City of Laredo, Cause No. 2008-CVF-000993-D3, in the 341st Judicial District of Webb County, Texas. Funding is available in General Fund.

XI. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

19.

A. Request by Mayor Raul G. Salinas

1. Discussion with possible action to increase surveillance and police patrols at all city parks, in an all effort to enhance the public safety, and encourage citizen involvement.
2. Presentation of the upcoming Pet Pooch Parade Fundraiser.

B. Request by Mayor Pro-Tempore Johnny Rendon

1. Discussion with possible action regarding the opening ceremony of the Bartlett Avenue Extension Project.
2. Recognition of District V Scholarship recipients.

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

1. Discussion with possible action to provide support for the upcoming Texas Brokers Conference.
2. Discussion with possible action to create a softball field in District VII.
3. Discussion with possible action on installing speed cushions on Elk St., between Riverbank and Center Road, as part of the ongoing pilot project using District VII discretionary funds.

D. Request by Council Member Cynthia Liendo Espinoza

1. Discussion with possible action on implementing TEXT-A-TIP for reporting vandalism at our city parks utilizing current mobile number used for calling in same reports.
2. Discussion with possible action on establishing a committee to create a comprehensive incentive package for prospective new businesses. **(Co-sponsored by Mayor Raul G. Salinas)**

XII. STAFF REPORTS

20. Discussion with possible action to consider Police Sergeant Armando Elizondo, Jr.'s first request for an extension of Injury Leave with Pay in accordance with 143.073 (b) of the Texas Local Government Code.
21. Discussion with possible action to consider a third request for an extension of Injury Leave with Pay in accordance with 143.073 (b) of the Texas Local Government Code for Investigator Jesus Muñoz.
22. Discussion with possible action on City of Laredo list of consideration surplus properties.
23. Report Business Future of the Americas Conference, Lima, Peru, June 21-24th.

XIII. EXECUTIVE SESSION

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

24. Request for Executive Session pursuant to Texas Government Code Section 551.071 (1)(A) to consult with attorney on the pending case of Juan Jose Flores d/b/a JJ Flores et al vs. City of Laredo et al; 2009CVQ000528-D2; in the District Court 111th Judicial District of Webb County, Texas; and return to open session for possible action.

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

25. **2010-RT-002** Authorizing the City Manager to accept and execute the United States Department of Transportation (TXDot), Federal Transit Administration (FTA) Grant, Section 5307, TX-90-X891 in the amount of \$4,299,663.00 to be used for operating assistance in the El Metro Operations Fund. **(Approved by Finance Committee)**

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

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Thursday, July 01, 2010 at 10:15 a.m.


Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 7/06/2010	SUBJECT: PUBLIC HEARING INTRODUCTORY ORDINANCE Accepting a supplemental grant awarded and amending the City of Laredo FY 2009-2010 Financial Task Force grant budget by increasing revenues and expenditures in the amount of \$25,000 for operational expenses awarded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA). Funds will be used to pay overtime expenses for The Laredo Financial Narcotics Enforcement Team Task Force agents and Laredo Police Officers from January 1, 2010 through December 31, 2010
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
PREVIOUS COUNCIL ACTION: Council approved Final Reading on June 22 nd , 2009	
BACKGROUND: The City of Laredo has been the Grantee agency for the past nineteen years for the South Texas High Intensity Drug Trafficking Area (STX HIDTA) Laredo Financial Narcotics Enforcement Team is funded by the Office of National Drug Control Policy. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations. The Executive Office of the President of the United States, Office of National Drug Control Policy, South Texas High Intensity Drug Trafficking Area (HIDTA) has awarded the City of Laredo a supplemental grant in the amount of \$25,000 for operational expenses. This award is in addition to the annual Financial Task Force grant.	
FINANCIAL SECTION: Revenues: South Texas HIDTA \$25,000 Expenditures: Financial Task Force \$25,000	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends that this Ordinance be passed and approved.

INTRODUCTORY ORDINANCE

Accepting a supplemental grant awarded and amending the City of Laredo FY 2009-2010 Financial Task Force grant budget by increasing revenues and expenditures in the amount of \$25,000 for operational expenses awarded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA). Funds will be used to pay overtime expenses for The Laredo Financial Narcotics Enforcement Team Task Force agents and Laredo Police Officers from January 1, 2010 through December 31, 2010

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

Whereas, 100% of the grant funds are federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

Whereas, funds will be used to pay operational expenses for the Laredo Financial Narcotics Enforcement Team as well Police Officers; and

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

Section 1: Accepting a supplemental grant awarded to the Laredo Financial Narcotics Enforcement Team in the amount of \$25,000

Section 2: Amending the City of Laredo FY 2009 -2010 by increasing the Financial Narcotics Task Force Budget in the amount of \$25,000 for operational expenses as follow. Funds will be used to pay overtime expenses beginning January 1, 2010 through December 31, 2010

Revenues:

South Texas HIDTA \$25,000

Expenditures:

Financial Narcotics Task Force \$25,000

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

RAUL G. SALINAS
MAYOR

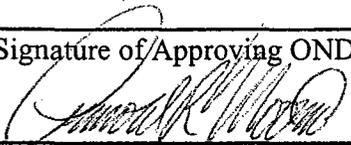
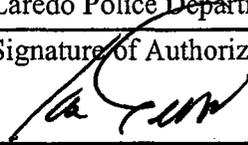
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



RAUL CASSO
CITY ATTORNEY

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address City Manager Carlos Villarreal Laredo Police Department - City of Laredo 1110 Houston Street Laredo, TX 78042		4. Award Number: G09SS0001A	
		5. Grant Period: From 01/01/2009 to 12/31/2010	
1A. Subrecipient IRS/Vendor No.	6. Date: 5/28/2010	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
Subrecipient Name and Address	8. Supplement Number 2		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$836,020.00	
3. Project Title Multiple	10. Amount of This Award:	\$25,000.00	
	11. Total Award:	\$861,020.00	
12. Special Conditions (check, if applicable) The above Grant is approved subject to such conditions or limitations as are set forth in the original grant agreement.			
13. Statutory Authority for Grant: Public Law 111-8			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director		15. Typed Name and Title of Authorized Official Carlos Villarreal City Manager Laredo Police Department - City of Laredo	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 069463594 EIN: 1746001573A4		19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100 JID: 20801	

Initiative Cash by HIDTA

FY 2009

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	Laredo Police Department - City of Laredo	Laredo Financial Narcotics Enforcement Task Force	755,104.00	Investigation	G09SS0001A
		Multi-Agency Drug Related Public Corruption TF	99,916.00	Investigation	G09SS0001A
		South Texas HIDTA Training Initiative	6,000.00	Operations Support	G09SS0001A
Agency Total : Laredo Police Department - City of Laredo			861,020.00		
Total			861,020.00		

Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

Laredo Police Department - City of Laredo - G09SS0001A

HIDTA	Initiative	Account		Laredo Police Department - City of Laredo	Total
SWB - South Texas	Laredo Financial Narcotics Enforcement Task Force	Fringe	Administrative staff	1,609.00	1,609.00
			Financial staff	13,498.00	13,498.00
			Investigative - Law Enforcement Officer	134,313.00	134,313.00
			Total	149,420.00	149,420.00
		Other	PE/PI/PS	5,000.00	5,000.00
			Total	5,000.00	5,000.00
		Overtime	Investigative - Law Enforcement Officer	45,376.00	45,376.00
			Overtime	25,000.00	25,000.00
			Total	70,376.00	70,376.00
		Personnel	Administrative Staff	6,615.00	6,615.00
			Financial Staff	44,990.00	44,990.00
			Investigative - Law Enforcement Officer	406,623.00	406,623.00
			Total	458,228.00	458,228.00
		Services	Communications - data lines	4,100.00	4,100.00
			Communications - mobile phones & pagers	13,900.00	13,900.00

Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

HIDTA	Initiative	Account		Laredo Police Department - City of Laredo	Total
SWB - South Texas	Laredo Financial Narcotics Enforcement Task Force	Services	Communications - office phones	6,900.00	6,900.00
			Service contracts	6,500.00	6,500.00
			Shipping & postage	280.00	280.00
			Total	31,680.00	31,680.00
		Supplies	Investigative/operational	25,000.00	25,000.00
			Office	5,400.00	5,400.00
			Total	30,400.00	30,400.00
		Travel	Administrative	3,500.00	3,500.00
			Investigative/Operational	6,500.00	6,500.00
			Total	10,000.00	10,000.00
	Total		755,104.00	755,104.00	
	Multi-Agency Drug Related Public Corruption TF	Fringe	Investigative - Law Enforcement Officer	11,880.00	11,880.00
			Total	11,880.00	11,880.00
		Overtime	Investigative - Law Enforcement Officer	39,600.00	39,600.00
Total			39,600.00	39,600.00	
Services		Communications - mobile phones & pagers	5,000.00	5,000.00	
		Vehicle lease - passenger	32,400.00	32,400.00	

Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

HIDTA	Initiative	Account		Laredo Police Department - City of Laredo	Total
SWB - South Texas	Multi-Agency Drug Related Public Corruption TF	Services	Total	37,400.00	37,400.00
		Supplies	Investigative/operational	11,036.00	11,036.00
			Total	11,036.00	11,036.00
	Total			99,916.00	99,916.00
	South Texas HIDTA Training Initiative	Services	Training	2,000.00	2,000.00
			Total	2,000.00	2,000.00
		Travel	Training	4,000.00	4,000.00
			Total	4,000.00	4,000.00
	Total			6,000.00	6,000.00
	Total			861,020.00	861,020.00

Budget Detail

2009 - SWB - South Texas

Initiative - Laredo Financial Narcotics Enforcement Task Force

Award Recipient - Laredo Police Department - City of Laredo (G09SS0001A)

Resource Recipient - Laredo Police Department

Current Budget (net of reprogrammed funds)

\$861,020.00

Personnel	Quantity	Amount
Administrative Staff	1	\$6,615.00
Financial Staff	1	\$44,990.00
Investigative - Law Enforcement Officer	7	\$406,623.00
Total Personnel		\$458,228.00
Fringe	Quantity	Amount
Administrative staff	1609	\$1,609.00
Financial staff	13498	\$13,498.00
Investigative - Law Enforcement Officer	134313	\$134,313.00
Total Fringe		\$149,420.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	7	\$45,376.00
Overtime		\$25,000.00
Total Overtime		\$70,376.00
Travel	Quantity	Amount
Administrative	3	\$3,500.00
Investigative/Operational	7	\$6,500.00
Total Travel		\$10,000.00
Services	Quantity	Amount
Communications - data lines		\$4,100.00
Communications - mobile phones & pagers		\$13,900.00
Communications - office phones		\$6,900.00
Service contracts		\$6,500.00
Shipping & postage		\$280.00
Total Services		\$31,680.00
Supplies	Quantity	Amount
Investigative/operational		\$25,000.00
Office		\$5,400.00
Total Supplies		\$30,400.00

Budget Detail

2009 - SWB - South Texas

Initiative - Laredo Financial Narcotics Enforcement Task Force

Award Recipient - Laredo Police Department - City of Laredo (G09SS0001A)

Resource Recipient - Laredo Police Department

<i>Current Budget (net of reprogrammed funds)</i>		<i>\$861,020.00</i>
Other	Quantity	Amount
PE/PI/PS		\$5,000.00
Total Other		\$5,000.00
	Total Budget	\$755,104.00

Budget Detail

2009 - SWB - South Texas

Initiative - Multi-Agency Drug Related Public Corruption TF

Award Recipient - Laredo Police Department - City of Laredo (G09SS0001A)

Resource Recipient - Laredo Police Department

Current Budget (net of reprogrammed funds)	\$861,020.00	
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	11880	\$11,880.00
Total Fringe		\$11,880.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$39,600.00
Total Overtime		\$39,600.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$5,000.00
Vehicle lease - passenger	4	\$32,400.00
Total Services		\$37,400.00
Supplies	Quantity	Amount
Investigative/operational		\$11,036.00
Total Supplies		\$11,036.00
Total Budget		\$99,916.00

Budget Detail

2009 - SWB - South Texas

Initiative - South Texas HIDTA Training Initiative

Award Recipient - Laredo Police Department - City of Laredo (G09SS0001A)

Resource Recipient - Laredo Police Department

Current Budget (net of reprogrammed funds)

\$861,020.00

Travel	Quantity	Amount
Training	7	\$4,000.00
Total Travel		\$4,000.00
Services	Quantity	Amount
Training		\$2,000.00
Total Services		\$2,000.00
Total Budget		\$6,000.00

COUNCIL COMMUNICATION

DATE:
7/6/10

SUBJECT: PUBLIC HEARING allowing interested persons to comment on the 2010-2014 Five-Year Consolidated Plan and 2010 One-Year Action Plan which identifies the projects proposed to be funded by the U.S. Dept. of Housing and Urban Development. The City anticipates receiving \$3,936,450 in 36th Action Year Community Development Block Grant (CDBG) funds; \$1,381,796 through the HOME Investment Partnerships Program; and \$159,618 through the Emergency Shelter Grant. An additional \$96,066 is anticipated to be received through CDBG program income; \$70,000 through Housing Rehabilitation Revolving Loan funds; and \$20,000 in HOME program income. The following projects are proposed:

36th AY Community Development Block Grant **(\$3,936,450+\$96,066 PI)**

Community Development Administration	\$723,615
Housing Rehabilitation Administration	\$250,539
Housing Rehabilitation Loan Program (\$96,066 in PI)	\$500,000
Code Enforcement	\$498,465
Graffiti Removal Program	\$ 54,300
Hamilton Hotel - Section 108 Loan Repayment	\$144,570
ADA Sidewalk Improvements	\$150,000
Heritage Park Improvements	\$215,000
El Eden Park	\$215,000
Riverhills Parkland Acquisition	\$215,000
Sidewalks – District V	\$215,000
Sidewalks – District IV	\$215,000
Sidewalks – District VII	\$215,000
San Francisco Javier Neighborhood Park	\$215,000
Downtown Façade Restoration Program	\$106,027
Bethany House Center for Hope	<u>\$100,000</u>
Total	\$4,032,516

Housing Rehabilitation Revolving Loan Program (\$70,000)

Housing Rehabilitation Revolving Loan Administration	\$40,930
Housing Rehabilitation Revolving Loans	<u>\$29,070</u>
Total	\$70,000

HOME Investment Partnership Grant (\$1,381,796+\$20,000 PI)

HOME Program Administration	\$138,179
Downpayment Assistance (\$20,000 in PI)	\$516,347
Tenant-Based Rental Assistance	\$340,000
Bethany House Transitional Housing Project	\$200,000
Habitat for Humanity (CHDO set aside)	<u>\$207,270</u>
Total	\$1,401,796

COUNCIL COMMUNICATION

<p><u>Emergency Shelter Grant (\$159,618)</u></p>													
<table> <tr> <td>ESG Program Administration</td> <td align="right">\$3,000</td> </tr> <tr> <td>Bethany House Shelter Complex Homeless Prevention</td> <td align="right">\$33,000</td> </tr> <tr> <td>Bethany House Shelter Complex Operations</td> <td align="right">\$58,832</td> </tr> <tr> <td>Casa de Misericordia Operations</td> <td align="right">\$25,000</td> </tr> <tr> <td>Bethany House Shelter Complex Essential Services</td> <td align="right"><u>\$39,786</u></td> </tr> <tr> <td>Total</td> <td align="right">\$159,618</td> </tr> </table>		ESG Program Administration	\$3,000	Bethany House Shelter Complex Homeless Prevention	\$33,000	Bethany House Shelter Complex Operations	\$58,832	Casa de Misericordia Operations	\$25,000	Bethany House Shelter Complex Essential Services	<u>\$39,786</u>	Total	\$159,618
ESG Program Administration	\$3,000												
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Bethany House Shelter Complex Operations	\$58,832												
Casa de Misericordia Operations	\$25,000												
Bethany House Shelter Complex Essential Services	<u>\$39,786</u>												
Total	\$159,618												
<p>INITIATED BY: Ms. Cynthia Collazo Deputy City Manager</p>	<p>STAFF SOURCE: Ms. Thelma Acosta CD Director</p>												
<p>PREVIOUS COUNCIL ACTION: 04/5/2010 – A Public Hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2010-2014 Five-Year Consolidated Plan and the 2010 One-Year Action Plan.</p>													
<p>BACKGROUND: The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive funding through the Community Development Block Grant (\$3,936,450), the HOME Investment Partnerships Program (\$1,381,796), and the Emergency Shelter Grant (\$159,618). An additional \$96,066 is anticipated to be received through CDBG program income; \$70,000 through Housing Rehabilitation Revolving Loan funds; and \$20,000 in HOME program income. The award of funds is contingent on the submission and approval of a Five-Year Consolidated Plan and a One-Year Action Plan which specifically details the activities/projects to be funded with HUD Program funds. The Consolidated Planning Process requires that citizens be provided an opportunity to participate in identifying needs and suggestions for the use of funds.</p> <p>(Cont'd on page 3)</p>													
<p>FINANCIAL IMPACT:</p> <table> <tr> <td>36th AY Community Development Block Grant</td> <td align="right">\$3,936,450</td> </tr> <tr> <td>2010 HOME Investment Partnerships Program.....</td> <td align="right">\$1,381,796</td> </tr> <tr> <td>2005 Emergency Shelter Grant.....</td> <td align="right">\$159,618</td> </tr> <tr> <td>Proposed CDBG Program Income.....</td> <td align="right">\$96,066</td> </tr> <tr> <td>Proposed HOME Program Income.....</td> <td align="right">\$20,000</td> </tr> <tr> <td>Proposed Revolving Loan</td> <td align="right">\$70,000</td> </tr> </table>		36 th AY Community Development Block Grant	\$3,936,450	2010 HOME Investment Partnerships Program.....	\$1,381,796	2005 Emergency Shelter Grant.....	\$159,618	Proposed CDBG Program Income.....	\$96,066	Proposed HOME Program Income.....	\$20,000	Proposed Revolving Loan	\$70,000
36 th AY Community Development Block Grant	\$3,936,450												
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Proposed CDBG Program Income.....	\$96,066												
Proposed HOME Program Income.....	\$20,000												
Proposed Revolving Loan	\$70,000												
<p>COMMITTEE RECOMMENDATION: N/A</p>	<p>STAFF RECOMMENDATION: That interested persons be provided an opportunity to comment on the draft 2010-2014 Five Year Consolidated Plan and 2010 One-Year Action Plan.</p>												

COUNCIL COMMUNICATION

Background continued from page 2

Accordingly, nine neighborhood meetings and one public hearing were held prior to the preparation of the draft plan. The public hearing was held on April 5, 2010 to give interested citizens an opportunity to make recommendations, which were incorporated in the planning document. Comments received included the need for more recreational parks and public facilities, sidewalks in various areas of the City, increased Code Enforcement, addressing homelessness, drainage and other infrastructure improvements, improved streets and traffic calming devices, neighborhood and park lighting, and affordable rental units.

As a point of reference, CDBG funds are intended to assist in the development of viable urban communities, by providing decent housing, creating a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. All CDBG assisted activities must either benefit low and moderate-income persons, aid in the prevention or elimination of slums and blight; and/or address other community development needs that present a serious and immediate threat to the health or welfare of the community. HOME funds are intended to expand the supply of affordable housing for very low income and low-income persons. ESG funds are intended to provide shelter, supportive services and other assistance to homeless persons and persons on the verge of becoming homeless.

The Consolidated Plan is currently available for public review and comment for a period of 30 days beginning June 17, 2010 and ending July 19, 2010 at the offices of the City Secretary and the Department of Community Development. A copy of the plan is also available at the Main Public Library and on the City of Laredo's website. Comments received will be incorporated into the final document which will be presented for City Council approval at the first meeting in August.

COUNCIL COMMUNICATION

DATE: 07-06-10	SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to execute a lease with Laredo Little Theater for approximately 5,801 square feet constituting Building No. 52 located at 4802 Thomas avenue at the Laredo International Airport; 1) Lease term is for ten (10) years commencing on October 1, 2009 and ending on September 30, 2019 and may be extended for one (1) term of five (5) years ending on September 30, 2024; 2) Monthly rent shall be \$500.00 and will be adjusted annually during the primary and extension term of this lease according to changes in the Consumer Price Index; providing for an effective date.
INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager
PREVIOUS ACTION: City Council has approved prior lease agreements with the Laredo Little Theater for the same Leased Premises.	
BACKGROUND: The Laredo Little Theater a not for profit local organization is requesting a renewed lease to continue to provide theater opportunities and experiences to Laredo's youth. With the assistance of Congressman Henry Cuellar the Laredo Little Theater has successfully secured a grant from the federal government to make certain improvements to the leased premises. The grant amount is \$211,000.00. Whereas the Little Theater has an audience capacity for 150, however, its on premise parking was recently restricted / limited to approximately 10 vehicles. The parking lot located across the street previously used by the Laredo Little Theater has been fenced off by another airport tenant, being the City of Laredo Police Department. The nearest parking available to the Laredo Little Theater is located approximately one city block south of the leased premises. For this reason the latest appraisal indicates a rental value of \$1,365.00 per month, down from \$2,806.09 the previous rent. Airport Staff recommends a further adjustment of \$365 per month because the parking lot impact is greater than what the appraised value indicates and a further adjustment of \$500.00 per month to account for Lessee's improvements to the leased premises for a proposed revised monthly rent of \$500.00 per month plus annual rent adjustments based on changes in the Consumer Price Index. The federal grant in the amount of \$211,000 is proposed to be used as follows: <ul style="list-style-type: none">\$75,000.00 Lighting and fixtures\$70,000.00 prop, costume storage and workshop\$30,000.00 Parking lot\$36,000.00 seating and soundproofing.	
FINANCIAL: Rent \$500.00 per month.	
COMMITTEE RECOMMENDATION: The Airport Advisory Committee on June 7, 2010 considered this item and recommends approval.	STAFF RECOMMENDATION: Approval of this ordinance.

ORDINANCE NO. _____

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH LAREDO LITTLE THEATER FOR APPROXIMATELY 5,801 SQUARE FEET CONSTITUTING BUILDING NO. 52 LOCATED AT 4802 THOMAS AVENUE AT THE LAREDO INTERNATIONAL AIRPORT; 1) LEASE TERM IS FOR TEN (10) YEARS COMMENCING ON OCTOBER 1, 2009 AND ENDING ON SEPTEMBER 30, 2019 AND MAY BE EXTENDED FOR ONE (1) TERM OF FIVE (5) YEARS ENDING ON SEPTEMBER 30, 2024; 2) MONTHLY RENT SHALL BE \$500.00 AND WILL BE ADJUSTED ANNUALLY DURING THE PRIMARY AND EXTENSION TERM OF THIS LEASE ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Laredo Little Theater, as LESSEE, for an approximate 5,801 square feet constituting Building No. 52 located at 4802 Thomas avenue at the Laredo International Airport; 1) Lease term is for ten (10) years commencing on October 1, 2009 and ending on September 30, 2019 and may be extended for one (1) term of five (5) years ending on September 30, 2024; 2) Monthly rent shall be \$500.00 and will be adjusted annually during the primary and extension term of this lease according to changes in the Consumer Price Index; providing for an effective date, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory 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 hereby authorized to execute a lease between the City of Laredo, as LESSOR, and Laredo Little Theater, as LESSEE, for an approximate 5,801 square feet constituting Building No. 52 located at 4802 Thomas avenue at the Laredo International Airport; 1) Lease term is for ten (10) years commencing on October 1, 2009 and ending on September 30, 2019 and may be extended for one (1) term of five (5) years ending on September 30, 2024; 2) Monthly rent shall be \$500.00 and will be adjusted annually during the primary and extension term of this lease according to changes in the Consumer Price Index; providing for an effective date, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

AN ORDINANCE AUTHORIZING A LEASE AMENDMENT BETWEEN THE CITY OF LAREDO AND WEBB COUNTY JUVENILE BOARD

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

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: Valeria M. Acevedo
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

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

STATE OF TEXAS)(

COUNTY OF WEBB)(

This agreement made and entered into by and between the City of Laredo, a municipal corporation (hereinafter called "LESSOR"), and Laredo Little Theater (hereinafter called "LESSEE").

WITNESSETH

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

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

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

ARTICLE I PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

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

“LESSOR”: The City of Laredo, by and through its duly constituted agent, the Airport Manager, shall be considered the LESSOR for all purposes of this lease.

“PREMISES”: Includes the property and building subject to the lease.

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

1.01 **LEASED AREA:**

The LESSOR does hereby lease approximately 5,801 square feet constituting Building No. 52, located at 4802 Thomas Avenue, Laredo, Webb County, Texas situated on property described as Block No. 10, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on “Exhibit A-1” attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 **TERM:**

This lease is to be for a term of ten (10) years commencing on October 1, 2009, and ending on September 30, 2019.

1.03 **OPTION TO EXTEND:**

LESSEE is hereby granted an option to extend this lease for five (5) years until September 30, 2024, with the option to be exercised by letter in writing delivered to and received by the LESSOR at its Airport Director’s Office, at least sixty (60) days before the end of the previous term. Extension shall be upon the terms and conditions of this agreement.

1.04 **RENTAL OBLIGATION:**

Subject to annual review for rent escalation pursuant to Section 1.05 herein, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of Five Hundred Dollars (\$500.00) base rent for each month, during the initial term of this lease and any extension thereto.

Monthly rentals shall be paid in advance on or before the first (1st) day of each month, the first of such monthly rental payments (or proportionate part thereof, should the lease be effective on a day other than the first day of the month) being due on the effective date of this lease.

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

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

1.05 **RENTAL ESCALATION:**

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of

Labor Statistics. This means that at the anniversary date of October 1, 2010, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as that date from that of the preceding calendar year (January-December)

Example:

1. First Anniversary: Base rent x CPI = adjustment + base rent = rent for second year.
2. Second Anniversary: Second year's rent x CPI = adjustment + second year's rent = rent for third year...
etc., annually until lease expiration or any extension thereto.

1.06 **UTILITIES:**

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

1.07 **TAXES:**

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

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.08 USE AND USE CONFLICT:

The leased area is to be used and occupied solely for the purpose of theater and no other use of the leased area is permitted.

Neither the leased premises nor any portion thereof shall be sublet, nor shall this lease or any interest therein be assigned, hypothecated or mortgaged by LESSEE, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee, but shall constitute a material breach of this contract by LESSEE.

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian, trustee or receiver be appointed to administer LESSEE'S business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee or receiver, and this lease shall immediately terminate and end.

1.09 LATE CHARGE:

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

1.10 LESSOR'S WARRANTY OF QUIET ENJOYMENT:

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises exclusively to it during the term hereof unless sooner terminated as provided in this Agreement.

1.11 **WARRANTY OF TITLE:**

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

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 **INDEMNITY AND NONCLAIM:**

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

LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any

airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

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

2.02 **LESSEE'S DUTY TO REPAIR:**

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, damage from the elements and fire excepted. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows, doors, light fixtures, plumbing fixtures, painting of interior and exterior walls when needed, floor covering and other non-structural repairs and all necessary modifications to the demised premises to comply with the Americans with Disabilities Act.

LESSOR shall throughout the term of this lease maintain the structural components of the leased premises to include the air conditioning system, major electrical systems, major plumbing lines, roof and foundation.

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

LESSEE herein agrees to promptly notify LESSOR of any accident to or any defects in the utility system or structure including, but not limited to, water pipes, drainage pipes, and air conditioning ducts.

The LESSOR or its designee is expressly granted the right of access to any such utility system or structure and the right to enter the leased area to inspect and repair, if necessary, any such system(s) or structure(s) for its work or repair, the cost of same shall be apportioned among the LESSEE or LESSEES, if used in common, and served by such system(s) or structure(s). The reasonable cost of such repair shall be determined by the LESSOR.

2.03 **ALTERATIONS:**

LESSEE is granted the right to make alterations to the leased area other than structural alterations or repairs at LESSEE'S sole cost and expense subject to the following terms and conditions.

(a) LESSEE must first obtain the written consent of LESSOR. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

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

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

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

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

LESSOR maintains and reserves the right to make alterations and remodeling changes, provided said work does not unduly or unreasonably interfere with LESSEE'S day-to-day operations and business.

2.04 **INSURANCE:**

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

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

(c) Public Liability Insurance: LESSEE agrees to indemnify and hold LESSOR harmless from any and all claims, damages, causes of action, cost and expense, including attorney's fees resulting from or related to LESSEE'S use and occupancy of the leased premises, except any such claims, damages, causes of action, costs and expenses arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives from and against which LESSOR shall indemnify and hold LESSEE harmless. In this connection, LESSEE shall carry and maintain Public Liability Insurance in minimum amounts of Five Hundred Thousand Dollars (\$500,000.00) per incident, and One Hundred Thousand Dollars (\$100,000.00) property damage per incident, in which LESSOR shall be named as additional insured. Such policies shall provide that same shall not be cancelled without thirty (30) days prior written notice to LESSOR, and LESSOR shall be furnished, within thirty (30) days from the effective date of this lease, with a copy of such proof of insurance. However, LESSEE shall maintain Public Liability Insurance at all times throughout the term of this lease. LESSOR reserves the right to make its acceptance of an insurance company a condition of this lease such that disapproval or revocation of approval thereof shall authorize LESSOR to terminate the lease.

2.05 **SUBLEASING:**

LESSEE shall have the right to sublease all or any part of the space demised hereunder for the same purposes permitted under the terms and provisions of this lease. Any such sublease shall be subject to the same conditions, obligations and terms as set forth herein and LESSEE shall be responsible for the observance by its sublessees of the terms and covenants contained in this lease.

ARTICLE III

DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 **LESSEE'S DEFAULT:**

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

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

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

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

(4) LESSEE assigns or subleases or otherwise transfers this lease;
or

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

(6) LESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract, at any time after such default, give notice of this specific default or failure of

performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the LESSOR shall have the right to:

(a) Terminate the lease and re-enter the leased premises and remove all persons and any all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective LESSEES for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or

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

Notwithstanding any provision as to notice in this lease contained, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will jeopardize the leased area or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within ten (10) days of written request by LESSOR to LESSEE for such reimbursement. Failure of the LESSEE to reimburse in these circumstances shall mean that the LESSOR has the immediate right to terminate this lease.

3.02 **RIGHTS ON DEFAULT:**

LESSOR shall have a statutory LESSOR'S lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

LESSOR IS HEREBY GRANTED AN EXPRESS CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods at public or private auction for rent due, without waiving LESSOR'S right to the total rent due.

3.03 ATTORNEY'S FEES:

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and LESSOR places the enforcement of the terms of this lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of leased premises, in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

3.04 HOLDING OVER:

Staying over past the term of this lease without the notice required by Section 1.05 hereof or beyond the extension term hereof will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate prior to holding over. All CPI rental adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

3.05 **ABANDONMENT:**

If the leased area is abandoned or vacated by LESSEE, for a period exceeding thirty (30) calendar days, LESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by LESSEE, LESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair of any damages.

3.06 **LESSOR'S REPRESENTATION AND WAIVER:**

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

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

3.07 **ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:**

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

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

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

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

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

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

(c) That in the event of breach of any of the preceding nondiscrimination covenants, the LESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made and issued.

ARTICLE IV

MISCELLANEOUS

4.01 NON-EXCLUSIVE USE:

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

4.02 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at LESSEE'S expense, and failure to do so will constitute a breach of this lease.

4.03 **CAPTIONS:**

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

4.04 **CONSTRUED PURSUANT TO TEXAS LAW:**

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

4.05 **RE-ENTRY:**

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

4.06 **NON-EXCLUSIVE USE OF PARKING AREA:**

LESSEE, its employees, agents, clients, and guests shall have reasonable use of designated parking areas immediately adjacent to the leased premises and within the Laredo International Airport, subject to the rights of LESSOR to change such designation and to impose reasonable rules and regulations for such areas.

4.07 **BINDING AGREEMENT:**

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

4.08 **NOTICES:**

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

Laredo Little Theater
P. O. Box 2266
Laredo, Texas 78044

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

4.09 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**

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

4.10 **OUTSIDE STORAGE PROHIBITED:**

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the LESSOR.

4.11 **FIRE CLAUSE:**

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and

expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.12 AREA SURROUNDING BUILDING:

In addition to LESSEE'S obligations to maintain the building herein leased, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding said building, and as shown on the attached Exhibit A-1 to include the right-of-way areas up to the street curb bounded by Calton Road. It is agreed in this connection that the LESSEE shall keep said area free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will water the lawn and trees when needed and will maintain the outside of the building and said area in a neat and orderly fashion.

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

4.13 GARBAGE STORAGE AND DISPOSAL:

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

4.14 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promise of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement.

Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to the use and possession of said building and improvements during this lease term plus any extensions hereof as provided in said lease so long as LESSEE is not in default or any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon termination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

4.15 SUBORDINATION OF LEASE:

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

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

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.08, entitled "Use and Use Conflict" in this agreement.

4.16 **NATIONAL EMERGENCY:**

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

4.17 **AIRPORT HAZARD:**

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

4.18 **NOTICE OF PROPOSED CONSTRUCTION OR:
ALTERATION:**

The LESSEE and its successors and assigns will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.19 **AERIAL APPROACHES:**

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.20 **SUBSTANTIAL IMPROVEMENTS OR DEMOLITION BY
LESSOR:**

If LESSOR contemplates making substantial improvements or demolishing the demised premises LESSOR retains the right to exercise its

sole discretion in this regard. If LESSOR makes substantial improvements to the demised premises, LESSEE has the option to terminate the lease agreement by giving the required notice or continuing with the lease agreement provided that the rent obligation shall be amended to what the fair market appraised rental is determined to be by LESSOR'S appraiser after improvements to the demised premises are partially or fully complete. Building is leased as is and there is no expressed or implied warranty on the condition or suitability of the building.

If LESSOR demolishes building, this contract will be void and no further obligation will exist between LESSEE and LESSOR.

4.21 **TIME OF ESSENCE:**

Time is of the essence in this agreement.

4.22 **PREMISES LEASED "AS IS":**

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

4.23 **PROVISIONS:**

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

4.25 **AGREEMENT:**

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

EXECUTED ON THIS _____ DAY OF _____, 2010.

CITY OF LAREDO
a municipal corporation

By: _____
CARLOS VILLARREAL
CITY MANAGER

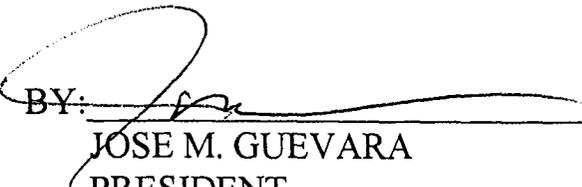
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

LAREDO LITTLE THEATER

BY: 
JOSE M. GUEVARA
PRESIDENT

CITY COUNCIL COMMUNICATION

Date: 07-6-10	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-078 AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO GROUND LEASE (FLORES STREET)) BY AND BETWEEN THE CITY OF LAREDO, A MUNICIPAL CORPORATION (LANDLORD), AND NEW CINGULAR WIRELESS PCS, LLC, (TENANT), FORMERLY KNOWN AS OR A SUCCESSOR-IN- INTEREST TO TEXAS/ILLINOIS CELLULAR LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, SOUTHWESTERN BELL WIRELESS, INC.; DATED JULY 19, 1999 AND ATTACHED HERETO; TO ALLOW LANDLORD TO MODIFY LANDLORD’S LEASE AREA LOCATION DESCRIBED IN EXHIBIT A WITH AREA LOCATION AS DESCRIBED IN EXHIBIT A-1; TO MODIFY THE BASE RENT FROM \$14,740 TO \$16,939.96; AND TO ALLOW TENANT TO MODIFY THE NOTICE SECTION THEREOF; ALL OTHER TERMS AND CONDITIONS REMAIN.	
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Feliciano Garcia Jr., LTMI General Manager
PREVIOUS BOARD ACTION: City Council approved the ground lease agreement on July 19, 1999 with Ordinance No. 99-O-197.		
BACKGROUND: Landlord and tenant entered into a Ground Lease (FLORES STREET) dated July 19, 1999, whereby Landlord leased to Tenant a portion of premises on roof top of the Laredo Transit Center located at 1301 Farragut Street. Tenant desires to amend the Ground Lease to modify the lease area location; base rent amount; and Notice Sections. Exhibit A will be replaced by Exhibit A-1 as indicated on the amendment. The annual rental of \$14,740.00 will now be increased by an additional \$2,199.96 to \$16,939.96 as compensation for the Landlord’s loss of parking revenues. The notice section will also be modified to reflect the Tenants new company name and address.		
FINANCIAL: Revenues will be deposited into account number 518-5450-361-2006/Telecom rental.		
TRANSIT COMMITTEE: N/A		STAFF RECOMMENDATION: Staff recommends approval of this ordinance.

ORDINANCE NO. 2010-O-078

AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO GROUND LEASE (FLORES STREET)) BY AND BETWEEN THE CITY OF LAREDO, A MUNICIPAL CORPORATION (LANDLORD), AND NEW CINGULAR WIRELESS PCS, LLC, (TENANT), FORMERLY KNOWN AS OR A SUCCESSOR-IN- INTEREST TO TEXAS/ILLINOIS CELLULAR LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, SOUTHWESTERN BELL WIRELESS, INC.; DATED JULY 19, 1999 AND ATTACHED HERETO; TO ALLOW LANDLORD TO MODIFY LANDLORD'S LEASE AREA LOCATION DESCRIBED IN EXHIBIT A WITH AREA LOCATION AS DESCRIBED IN EXHIBIT A-1; TO MODIFY THE BASE RENT FROM \$14,740 TO \$16,939.96; AND TO ALLOW TENANT TO MODIFY THE NOTICE SECTION THEREOF; ALL OTHER TERMS AND CONDITIONS REMAIN.

WHEREAS, Landlord and Tenant (or their respective predecessors-in-interest) entered into a Ground lease Agreement dated July 19, 1999, Ordinance Number 99-O-197, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1301 Farragut Street; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the Lease Area Location and is hereby deleting Exhibit A of the agreement in its entirety and replace by Exhibit A-1 of the amendment; and

WHEREAS, Tenant will pay Landlord the an increase in annual Base Rent of \$2,199.96 as compensation for the Landlord's loss parking revenue for the new annual base rent of \$16,939.96; and

WHEREAS, Tenant desires to amend the Ground lease to modify the Notice Section of the Agreement to reflect Tenant's current contract information.

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

Section 1. the City Manager is authorized to execute a First Amendment to Ground Lease by and between the City of Laredo, a municipal corporation (Landlord), and New Cingular Wireless PCS, LLC (Tenant) formerly known as or a successor-in-interest to Texas/Illinois Cellular Limited Partnership, by its General Partner, Southwestern Bell Wireless, Inc.; dated July 19, 1999 and attached hereto; to allow Landlord to modify Landlord's lease area location described in Exhibit A with area location as described in Exhibit A-1; to modify the base rent from \$14,740 to \$16,939.96; and to allow Tenant to modify the Notice Section thereof; all other terms and conditions remain.

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

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY _____
RAUL CASSO
CITY ATTORNEY

Market: SAN ANTONIO
Cell Site Number: SK1137
Cell Site Name: FLORES STREET
Fixed Asset Number: 10007674

FIRST AMENDMENT TO GROUND LEASE
(FLORES STREET)

THIS FIRST AMENDMENT TO GROUND LEASE (Flores Street) ("Amendment"), dated as of the latter of the signature dates below, is by and between the City of Laredo, a municipal corporation, having a mailing address of 1110 Houston Street, Laredo, Texas, 78040 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Texas/Illinois Cellular Limited Partnership, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

WHEREAS, Landlord and Tenant's predecessor in interest entered into a Ground Lease dated July 19, 1999, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1301 Farragut Street, Laredo, Texas, 78040, ("Agreement");

WHEREAS, Landlord and Tenant acknowledge that (i) Texas/Illinois Cellular Limited Partnership was the original Tenant under the Agreement; (ii) New Cingular Wireless PCS, LLC is the successor in interest to Texas/Illinois Cellular Limited Partnership; and (iii) New Cingular Wireless PCS, LLC is now the Tenant under the Agreement;

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the Premises location; Base Rent amount; and Notice Section; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Exhibits.** Exhibit A of the Agreement is hereby deleted in its entirety and replaced by the attached Exhibits A-1.
2. **Rental.** Commencing on the date of this Amendment, Tenant will pay Landlord an increase in annual Base Rent of \$2,199.96 as compensation for the Landlord's lost parking revenue. As of the effective date of this Amendment, Tenant's annual Base Rent is \$14,740.00. Including the foregoing increase, Tenant's new annual Base Rent will be \$16,939.96. In any partial month occurring after the Amendment effective date, Base Rent will be prorated.
3. **Notices.** The Notices section of the Agreement (Section 24) is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #:SX1187; Cell Site Name: Flores Street
 Fixed Asset No: 10007674
 12555 Cingular Way, Suite 1300
 Alpharetta, Georgia 30004

With the required copy to:

 New Cingular Wireless PCS, LLC
 Attn: AT&T Legal Department
 Re: Cell Site #: SX1187; Cell Site Name: Flores Street
 Fixed Asset No.: 10007674
 15 East Midland Avenue
 Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Laredo, Transportation Department
 1110 Houston Street
 Laredo, Texas 78040

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

"LANDLORD"

The City of Laredo, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)

)ss:

COUNTY OF _____)

On the ____ day of _____, 2010 before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT



CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS)

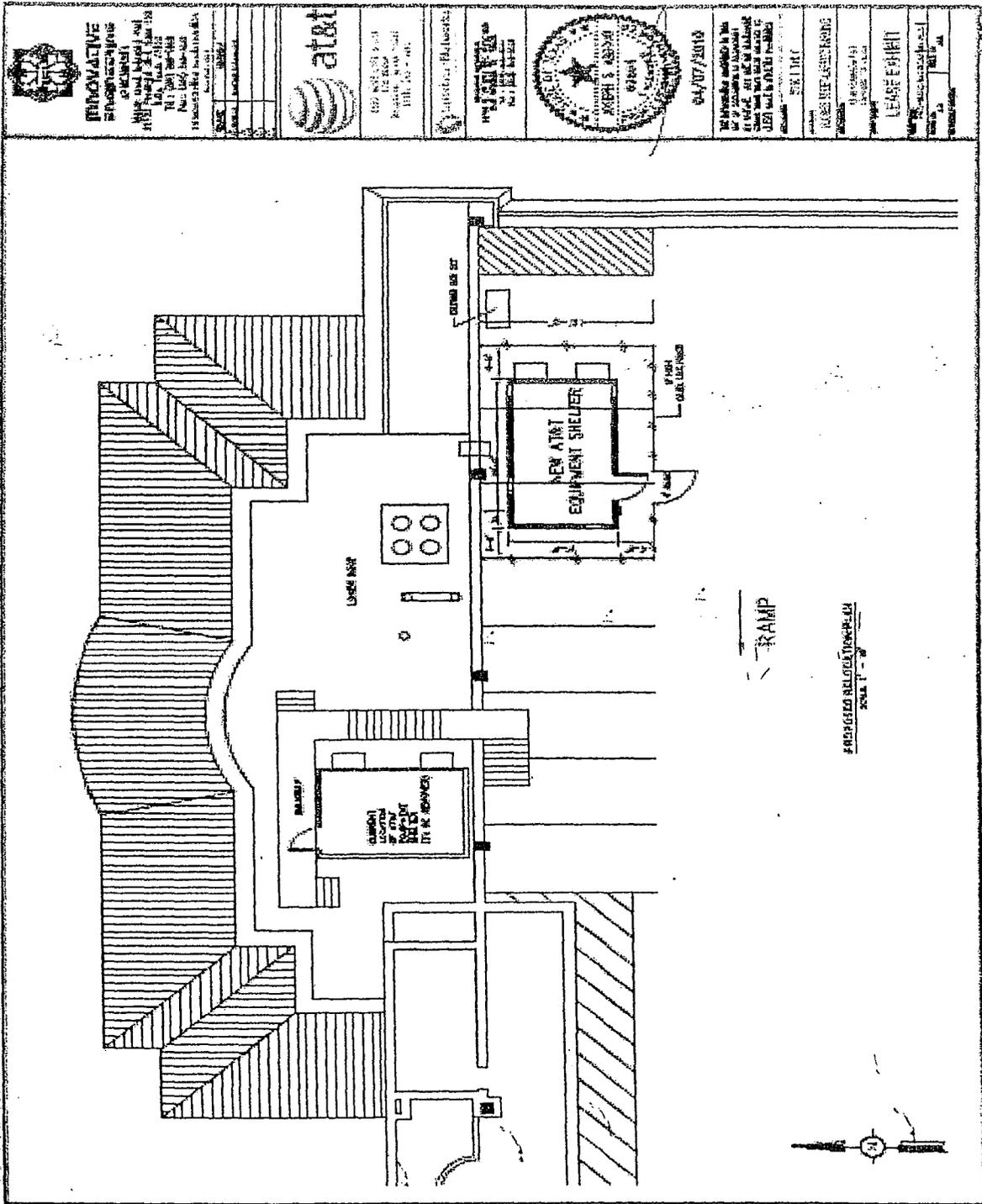
COUNTY OF WEBB)

I CERTIFY that on _____, 2010, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of the City of Laredo, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

Notary Public
My Commission Expires: _____

EXHIBIT A-1
Licensee's Facilities – Site Plan



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE

GROUND LEASE

THIS LEASE entered into as of this 19 day of July, 1999, by and between the City of Laredo, a municipal corporation ("Landlord") and Texas/Illinois Cellular Limited Partnership, by its General Partner, Southwestern Bell Wireless, Inc., a corporation, with its principal office located at 17330 Preston Road, Suite 100A, Dallas, Texas 75232, ("Tenant").

Background

A. Landlord is the owner in fee simple of a parcel of land that includes the Laredo Transit Center, located at 1301 Farragut and being in the city limits of Laredo, Webb County, State of Texas and described on the attached Exhibit A.

B. Tenant is in the communications business and desires to lease the Premises described below from Landlord to construct on such premises roof top mounted antennas and related equipment building for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord the real property legally described on the attached Exhibit A (the "Land") together with a non-exclusive easement for vehicular and utility ingress and egress over the real property legally described on the attached Exhibit B (the "Access Easement"). The Land and Access Easement are collectively referred to as the "Premises."

This lease is not a franchise pursuant to Texas Transportation Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Landlord.

2. Term and Renewals. The term of this Lease shall be fifteen (15) years, commencing on July 19, 1999 (the "Commencement Date") and ending July 19, 2014. Provided Tenant is not then in default under this Lease, Tenant may renew the term of this Lease for one (1) successive renewal term of five (5) years by Tenant notifying Landlord at least one hundred twenty (120) days prior to expiration of the current term of the Lease. The renewal shall be on the same terms and conditions as are contained in this Lease.

3. Rent.

a. Tenant shall pay Landlord as rent for the Premises each year during the term of this Lease the sum of Seven Thousand Seven Hundred and 00/100 Dollars (\$7,700.00) as Base Rent. Tenant shall pay Base Rent for the first year on the Commencement Date, and Tenant shall pay Landlord the Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased each year as described hereafter.

b. Any amounts not paid when due shall bear interest until paid at the rate of twelve percent (12%) per annum.

c. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the percentage increase in the CPI over the CPI for the 12 months prior to the adjustment date. "CPI" means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84 = 100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

d. If this Lease is terminated at a time other than on the last day of the term year, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Tenant's default, all prepaid Rents shall be refunded to the Tenant.

e. As additional rent, Tenant shall permit Landlord, acting through any of its departments, to install and maintain antennas on the Tower as shown on Exhibit C (Landlord's Equipment") during the term of this Lease and any exercised option terms. Landlord shall have the right to such use for the balance of any such term even if Tenant ceases its use of the Tower. Notwithstanding anything herein to the contrary, Tenant shall, at its expense, remove the Landlord's Equipment from the existing tower contiguous to the Tower and install the same on the Tower as shown on Exhibit C. Landlord warrants that the maintenance and operation of Landlord's Equipment will not damage the tower, or interfere with the use of the Tower by Tenant. Landlord shall have reasonable, non-exclusive access to the Tower for the purpose of maintaining and operating Landlord's Equipment. Such access is limited to authorized employees of Landlord, FCC inspectors or persons under their direct supervision. Any and all use of the Tower by Landlord or anyone on behalf of Landlord shall comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations, as well as Tenant's reasonable rules and regulations.

f. Base Rent, any additional rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or

4. Use of Premises. Tenant shall use the Premises for the construction and operation of a communications tower/antennas, the construction and operation of an equipment building to contain related equipment, uses incident thereto and for no other purpose. Tenant shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

5. Tenant Improvements.

a. Tenant may improve the Premises by constructing roof top mounted antennas ("Antennas"), and equipment building, and ancillary support facilities (including, without limitation, improvements for ingress and egress and utility service to the land across the Access Easement) on the Premises. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld, conditioned or delayed. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

b. The Antennas and equipment building shall remain the property of Tenant and Tenant shall, at Landlord's request, remove the tower upon termination of the Lease. All other alterations, improvements and structures located or constructed on the Premises (except for movable equipment and trade fixtures), shall become the property of Landlord upon termination of the Lease, except that Landlord may, by written notice to Tenant, require Tenant to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements which are not removed within one hundred eighty (180) days following termination of the Lease term shall become the property of Landlord, at Landlord's option.

6. Use by Other Providers

a. Upon the written request of any telecommunications provider(s), Tenant shall make space available on the Antennas for lease by other telecommunications providers ("Other Providers") in accordance herewith. The Other Providers shall also have the right to use and construct such ancillary buildings or facilities on the Premises as may be reasonably necessary in connection with the communications operations of the Other Providers.

b. Tenant shall be entitled to charge any Other Provider such rent and enter into a lease on such terms as Tenant and the Other Provider may agree upon, subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned, or delayed. Tenant shall negotiate in good faith with any Other Provider to arrive at a mutually agreeable rental rate and terms. The lease

contained in this paragraph, Tenant shall not be required to lease to an Other Provider if the use by the Other provider would (i) interfere with the use of the Tower by Tenant, or (ii) fail to conform to the loading and other engineering limitations of the tower.

7. Net Lease. Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

8. Signs/Graffiti. Tenant may place signs on the Premises subject to applicable governmental regulations; however, Tenant shall first obtain the Landlord's written consent to design, size and location. Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Tenant shall reimburse Landlord all costs incurred by Landlord in connection with such abatement or removal within 30 days of Landlord's presenting Tenant with a statement of such costs.

9. Taxes. Tenant shall pay all real property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made to the proper taxing authority and evidence of all such payments shall be provided to landlord, within ten (10) days after Landlord's request for such evidence of payment.

10. Maintenance. Tenant shall, at its own expense, maintain the Premises and all personal improvements, equipment and other personal property on the Premises in good working order, condition and repair, including without limitation, in compliance with the applicable tower lighting, painting and registration requirements of Part 17 of the FCC's Rules, 47 C.F.R., Part 17. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

11. Access. Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises.

12. Utilities. Tenant shall be responsible for obtaining any utility service to the Premises that it desires. Tenant shall pay when due all charges for utilities to the Premises during the term of the Lease.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

14. Governmental Approvals. This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived sixty (60) days after the date of this Lease unless Tenant provides Landlord written notice within the sixty (60) day period that it is terminating the Lease in light of its inability to obtain necessary approvals.

15. Default and Landlord's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors. If a non-monetary default may not reasonably be cured within a 30 day period, this lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Landlord for all detriment approximately caused by Tenant's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in Previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

16. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

17. Damage or Destruction. If the Laredo Transit Center or any portion thereof is destroyed or damaged so as to materially hinder effective use of the Laredo Transit Center

through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove its contents and equipment building from the Premises and the parties shall proceed as set forth in 5b. above.

This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

18. Condemnation. In the event the entire Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold/improvements.

19. Indemnity and Insurance.

a. Landlord and Tenant each indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Lease by the indemnifying party; and (b) the use and/or occupancy of the Premises by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Lease.

b. Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of its use of the Premises with combined single limits of not less than One Million and No/100 Dollars (\$1,000,000). Tenant shall also maintain fire and extended coverage insurance insuring Tenant's personal property for its full insurable value (subject to reasonable deductibles).

c. Notwithstanding anything in this Lease to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a loss covered by any policies which the releasing party carries with respect to the Premises, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Paragraph shall contain a Waiver of Subrogation in favor of the other party

20. Hazardous Substance Indemnification.

- a. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless and indemnify Landlord against any release of any such hazardous substance by Tenant and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.
- b. Landlord represents and warrants that it has no knowledge of any substance, chemical, or waste on the Premises that is identified as a hazardous substance.

21. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two (2) times the rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

22. Termination. This Lease may be terminated by Tenant immediately upon giving written notice to Landlord if Tenant cannot obtain all governmental certificates, permits, licenses or other approvals (collectively, "Approval") required and/or any easements required from any third party; any Approval is canceled, terminated, expired or lapsed; Landlord fails to deliver any required non-disturbance agreement or subordination agreement; Landlord breaches a representation or warranty contained in this Lease; Landlord fails to have proper ownership of the Premises and/or authority to enter into this Lease; or Tenant determines that the Premises contains hazardous substances; or by Tenant without penalty, upon 90 days written notice for any reason, or no reason at all.

23. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters

24. Notices notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord: City of Laredo
Attn: Telecommunications Officer
1110 Houston
Laredo, Texas 78040

With a copy to: William Malone, Esq
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Avenue, N.W.
Suite 1000
Washington, D.C. 20036-4306

If to Tenant: Southwestern Bell Wireless, Inc.
Attn: Legal Department
17330 Preston Road
Suite 100A
Dallas, Texas 75252

With a copy to: Southwestern Bell Wireless, Inc.
Attn: Real Estate Department
18610 Blanco Road
San Antonio, Texas 78258

25. Assignment and Subletting.

a. Tenant may assign this Lease at any time with Landlord's prior written consent provided that the same shall not release Tenant from any of the obligations arising under this Lease.

b. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with Tenant, or any other party, provided that Landlord satisfies all of the express provisions hereof related to the same. Should Landlord desire to lease similar space to a competitor of Tenant for the installation of radio, cellular or Personal Communication Service (PCS) equipment, Landlord shall require that all future operators desiring to use this location will first coordinate with Tenant to insure that their frequencies and antenna locations will be compatible with Tenant so as to prevent harmful interference to Tenant's equipment.

26. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

Miscellaneous.

- a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.
- b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to the Lease must be in writing and executed by both parties.
- c. This Lease shall be construed in accordance with the laws of the State of Texas.
- d. The prevailing party in any action or proceeding in court to enforce the terms of this Lease shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- e. Landlord and Tenant each represent that they have not been represented by a real estate broker or other listing agent in this transaction. Each party ("Indemnifying Party") shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other leasing agent claiming to have represented the indemnifying Party herein.
- f. To the extent permitted by law, Landlord hereby waives any and all lien it has or may have, statutory or otherwise, concerning the improvements to be constructed by Tenant on the Premises, regardless of whether or not same is deemed real or personal property under applicable law.
- g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- h. If requested by Tenant, Landlord agrees promptly to execute and deliver to Tenant a recordable memorandum of this Lease; Landlord acknowledges that any Mortgagees of Tenant in order to protect such Mortgagee's interests in this Lease and Tenant's property, may file or record such documentation as is normal and is customary in order to protect the interest of such Mortgagees.

THIS LEASE was executed as of the date first set forth above.

LANDLORD:

CITY OF LAREDO

By: *Florencio Peña*

F Florencio Peña
Its City Manager

By: *Gustavo Guevara*

Gustavo Guevara
Its City Secretary

TENANT:

TEXAS ILLINOIS CELLULAR LIMITED
PARTNERSHIP
BY ITS GENERAL PARTNER SOUTHWESTERN
BELL WIRELESS, INC.

By: *Jose Gutierrez* 2/3/00

~~Mike Royce~~ Jose Gutierrez
Vice President and General Manager
South West Texas Region
Greater

STATE OF TEXAS)

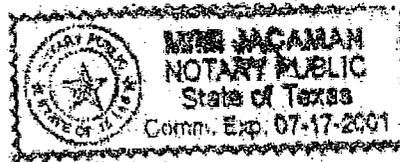
COUNTY OF WEBB)

Before me, the undersigned, A Notary Public in and for said County and State, on this the 19th day of July, 1999, personally appeared Larry Downer, to me known to be the identical person who subscribed the name of City of Laredo to the foregoing Lease as its Asst. City Manager and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Mimi Jacaman
Notary Public

My Commission Expires:

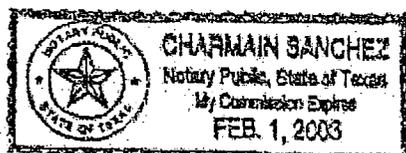


STATE OF TEXAS)

COUNTY OF WEBB)

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of February, ~~2000~~ 1999, personally appeared _____, to me known to be the identical person who subscribed the name of TEXAS/ILLINOIS CELLULAR LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, SOUTHWESTERN BELL WIRELESS, INC., to the foregoing Lease as its Vice President - Finance and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



Charmain Sanchez
Notary Public

My Commission Expires:

JUN 23 '99 10:11

ORDINANCE No. 99 . 9 . 197

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH TEXAS/ILLINOIS CELLULAR LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER SOUTHWESTERN BELL WIRELESS, INC. TO INSTALL, CONSTRUCT, OPERATE AND MAINTAIN ROOF TOP MOUNTED CELLULAR ANTENNAS, APPURTENANT EQUIPMENT AND AN APPROPRIATE NUMBER OF EQUIPMENT BUILDINGS AT THE LAREDO TRANSIT CENTER, LOCATED AT 1301 FARRAGUT, LAREDO, WEBB COUNTY, TEXAS MORE FULLY DESCRIBED ON EXHIBIT A OF ATTACHED LEASE AGREEMENT

1. TERM OF THE LEASE SHALL BE FIFTEEN YEARS COMMENCING ON JULY 1, 1999 AND ENDING JULY 1, 2014, WITH AN OPTION FOR ONE (1) SUCCESSIVE RENEWAL TERM OF FIVE (5) YEARS.
2. THE ANNUAL BASE RENT SHALL BE \$7,700.00 EACH YEAR DURING THE TERM OF THE LEASE AND WILL BE ADJUSTED ON EACH ANNIVERSARY OF THE COMMENCEMENT DATE ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX, PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Telecommunications Commission recommends that the City Council approve the proposed lease agreement between the City of Laredo, as Lessor and Texas/Illinois Cellular Limited Partnership, by its General Partner Southwestern Bell Wireless, Inc., as Lessee, to install, construct, operate and maintain on such Premises roof top mounted cellular antennas, appurtenant equipment and an appropriate number of equipment buildings the Laredo Transit Center located at 1301 Farragut, City of Laredo, Webb County, Texas, as a contract and in furtherance of the development of the City of Laredo Telecommunications infrastructure.

WHEREAS, the Telecommunications Commission finds that said lease and contract are in the best interest of the City of Laredo and

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

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

Section 1. The City Manager be and is hereby authorized to execute a lease with Texas/Illinois Cellular Limited Partnership, by its General Partner Southwestern Bell Wireless, Inc. to install, construct, operate and maintain roof top mounted cellular antennas, appurtenant equipment and an appropriate number of equipment buildings the Laredo Transit Center located at 1301 Farragut, Laredo, Webb County, Texas, a copy of which lease is attached hereto as Exhibit A. and incorporated herein as if set out at length for all intents and purposes.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 19th DAY OF JUNE, 1999.

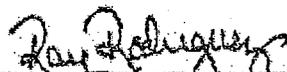

ELIZABETH G. FLORES
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.

APPROVED AS TO FORM

JAI ME L. FLORES
CITY ATTORNEY

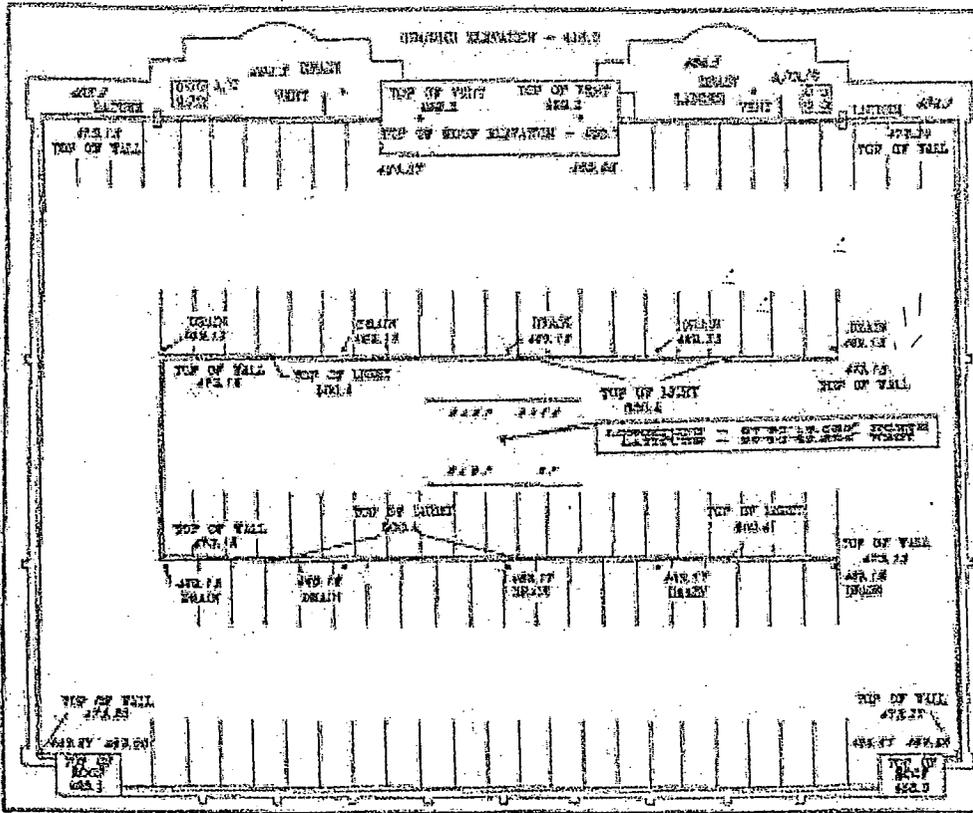

BY: RAY RODRIGUEZ
ASSISTANT CITY ATTORNEY

SOUTHWESTERN BELL WIRELESS INC.

**SITE NAME - FLORES STREET
CENTER CODE - 8888**

**SITE BEING LOCATED ON BLOCK 49,
IN THE WESTERN DIVISION
OF THE CITY OF LAREDO
WEBB COUNTY, TEXAS.**

FARRAGUT STREET



HIDALGO STREET

WITH ALL DATA FROM THE SURVEY PLANS OF THIS BLOCK

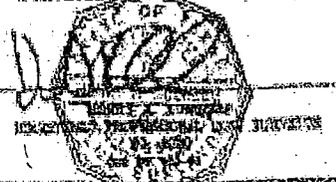


NOT TO SCALE

**SITE LOCATED ON BLOCK 49,
IN THE WESTERN DIVISION OF
THE CITY OF LAREDO,
WEBB COUNTY, TEXAS.**

EXHIBIT "A"

**SITE NAME FLORES STREET
CENTER CODE 8888
SURVEYED FEBRUARY 22, 2009**



**H.A. INTERNATIONAL SURVEY COMPANY
LAREDO, TEXAS
501 W. WYATT, FLOOR THREE
PHOENIX (602) 556-1807**



Carolyn J. Wilder
Senior Paralegal and
Assistant Corporate Secretary
Law Department

AT&T Mobility LLC
1025 Lenox Park Blvd., NE
Suite 5046
Atlanta, GA 30319-5309

T: 404-986-1574
F: 404-986-9003
CW4626@att.com
www.att.com

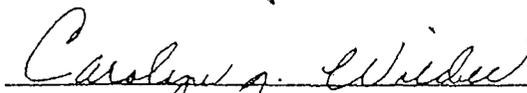
NEW CINGULAR WIRELESS PCS, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Carolyn J. Wilder, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. Texas/Illinois Cellular Limited Partnership, a Delaware limited partnership, was cancelled on September 21, 2000, and a Certificate of Cancellation of Limited Partnership was filed with the Delaware Secretary of State on September 21, 2000.
2. The two partners of the Texas/Illinois Cellular Limited Partnership, at the time the partnership was cancelled, were SBMS Cellular Telecommunications Central Illinois, Inc. ("SBMS") and Southwestern Bell Mobile Systems, Inc.
3. SBMS entered into a Bill of Sale Assignment and Assumption Agreement dated September 29, 2000 with Southwestern Bell Mobile Systems, Inc. whereby SBMS assigned all of its assets and liabilities to Southwestern Bell Mobile Systems, Inc., and SBMS was dissolved on September 29, 2000.
4. Southwestern Bell Mobile Systems, Inc. merged with and into Southwestern Bell Mobile Systems, LLC effective September 29, 2000, and Southwestern Bell Mobile Systems, LLC assumed all of the assets and liabilities of Southwestern Bell Mobile Systems, Inc.
5. Southwestern Bell Mobile Systems, LLC merged with and into New Cingular Wireless PCS, LLC effective December 31, 2004, and New Cingular Wireless PCS, LLC assumed all of the assets and liabilities of Southwestern Bell Mobile Systems, LLC.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 17th day of May, 2010.


Carolyn J. Wilder, Assistant Secretary

COUNCIL COMMUNICATION

DATE: 07-6-2010	SUBJECT: FINAL READING OF ORDINANCE 2010-0-083 Authorizing the addition of a collection fee in the amount of 30% to debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a court serving the municipality and amounts in cases in which the accused has failed to appear as provided for by Article 103.0031, Texas Code Of Criminal Procedure and providing for publication and effective date
INITIATED BY: Carlos Villarreal City Manager	STAFF SOURCE: Raul Casso City Attorney
PREVIOUS COUNCIL ACTION: Council approved a collection contract with Linebarger, Goggan, Blair & Sampson, L.L.P. for collection on all debts and accounts receivable referred to them the City's Municipal Court.	
BACKGROUND: This ordinance implements a 30% collection fee on delinquent municipal court fees.	
FINANCIAL IMPACT:	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:

ORDINANCE 2010-O-083

AUTHORIZING THE ADDITION OF A COLLECTION FEE IN THE AMOUNT OF 30% TO DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A COURT SERVING THE MUNICIPALITY AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR AS PROVIDED FOR BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE

WHEREAS, the City of Laredo is authorized to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between the city and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, the City Council of the City of Laredo is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

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

Section 1: The recitals set forth in this ordinance are true and correct.

Section 2: A collection fee is hereby authorized and imposed, as provided by Article 103.0031 et seq., Texas Code of Criminal Procedure, in the amount of 30% of debts and accounts receivable, such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a court serving the municipality when such debt or account receivable is more then 60 days past due and has been referred to an attorney or private vendor for collection; and

Section 3: A collection fee is hereby authorized and imposed, as provided by Article 103.0031, Texas Code of criminal procedure, in the amount of 30% of amounts in cases in which the accused has failed to appear:

(1) as promised under Subchapter a, Chapter 543, Transportation Code, or other law;

(2) in compliance with a lawful written notice to appear issued under Article 14.06 (b), Texas Code of Criminal Procedure, or other law;

(3) in compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure, or other law;

(4) in compliance with a lawful order of a court serving the municipality;
or

(5) as specified in a citation, summons or other notice authorized by Section 682.002, Transportation Code, that charges the accused with a parking or stopping offense; and

(6) false alarm penalties or fees imposed under municipal ordinance.

When any of such amounts are more than 60 days past due and have been referred to an attorney or private vendor for collection.

Section 4: That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5: Severability: Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

Section 6: Effective Date: This Ordinance shall become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

Section 7: Publication: After its passage by City Council, this Ordinance shall be published one (1) time in accordance with the provisions set forth in Section 2.09 (D) of the City Charter.

**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

<p>Date: 7/6/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-084 Amending the City of Laredo's <i>Land Development Code</i> to reflect the creation of an Arts and Entertainment Zoning District by: Amending Article IV, Section 24.62.1(a) Land Use Zoning District Establishment; amending Section 24.62.2 Zoning District Purpose; amending Section 24.63.2 Permitted Land Uses; amending Section 24.65 Supplementary Zoning District Regulations; amending Section 24.77 Dimensional Standards; amending Section 24.78 Off-Street Parking & Loading Requirements; amending Appendix "A", Definitions; and providing for publication and effective date. (As Amended).</p>	
<p>Initiated by: City Council</p>		<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Hector J. Garcia at the regular meeting of 6/21/10.</p>		
<p>BACKGROUND At the City Council meeting of May 4, 2009, the Council made a motion directing the Planning and Zoning Department, Community Development, and Laredo Main Street, including representatives from the Laredo Center for the Arts and the Webb County Heritage Foundation, to meet and initiate a plan for creating an arts and entertainment district in downtown Laredo. The group began meeting in June 2009; a plan was formulated and revised during late summer and fall 2009. Subsequently, staff began writing the ordinance amendment.</p>		
<p>STAFF COMMENTS The arts and entertainment zoning district is designed to support existing arts and entertainment venues and promote the creation of additional venues and supporting uses. The intent is to establish a district which would:</p> <ul style="list-style-type: none"> 1) be economically viable for local merchants, 2) create jobs, 3) attract people from <i>los dos Laredos</i>, as well as tourists, and 4) improve the quality of life. <p>The Arts and Entertainment District facilitates infill development and redevelopment by creating a consistent pattern of zoning, creating certainty about the form and function of future development, and creating an identity that may be utilized to attract investment. The Arts and Entertainment District would be a pedestrian-oriented, mixed-use environment requiring quality building design and materials.</p> <p>Additionally, an amendment is being written to the City of Laredo <i>Code of Ordinances</i>, Chapter 28, Article V Commercial Use of Streets, Sidewalks, and other Public Places, which would permit sidewalk cafés, display of goods in the public rights-of-way, as well as provide for permitting performances and creative events within public spaces.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in an <u>8</u> to <u>0</u> vote, recommended approval of the amendment.</p>		<p>STAFF RECOMMENDATION: Staff supports the proposed amendment.</p>

CITY OF LAREDO ORDINANCE NO. 2010-O-084

AMENDING THE *LAND DEVELOPMENT CODE* OF THE CITY OF LAREDO TO REFLECT THE CREATION OF AN ARTS AND ENTERTAINMENT ZONING DISTRICT BY: AMENDING ARTICLE IV, SECTION 24.62.1(a) LAND USE ZONING DISTRICT ESTABLISHMENT; AMENDING SECTION 24.62.2 ZONING DISTRICT PURPOSE; AMENDING SECTION 24.63.2 PERMITTED LAND USES; AMENDING SECTION 24.65 SUPPLEMENTARY ZONING DISTRICT REGULATIONS; AMENDING SECTION 24.77 DIMENSIONAL STANDARDS; AMENDING SECTION 24.78 OFF-STREET PARKING & LOADING REQUIREMENTS; AMENDING APPENDIX "A", DEFINITIONS; AND PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, the AE (Arts and Entertainment) Zoning District is designed to support existing arts and entertainment venues, promote the creation of additional venues and supporting uses; and

WHEREAS, the creation of the AE (Arts and Entertainment) Zoning District will allow for greater flexibility in land uses and provide standards contributing to the aesthetic character of the City; and

WHEREAS, the creation of the AE (Arts and Entertainment) Zoning District will contribute to the sense of place within the City's urban core, enhancing both the quality of life for the local residents and functioning as a destination location encouraging tourism, vital to the economic success and promotion of the City of Laredo downtown area; and

WHEREAS, the Planning and Zoning Commission, after a public hearing on May 20, 2010, has recommended to the City Council the amendment of the City of Laredo *Land Development Code* by the establishment of an AE (Arts and Entertainment) Zoning District creating a multi-use district emphasizing arts and entertainment land uses; and

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

WHEREAS, the City Council has held a public hearing on June 21, 2010, on the amendment and finds the ordinance appropriate and consistent with the General Plan of the City of Laredo; and

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

Section 1: Article IV, Section 24.62.1(a) Land Use Zoning District Establishment of the *Land Development Code* of the City of Laredo, is amended as follows:

Section 24.62.1 LAND USE ZONING DISTRICT ESTABLISHMENT

(a) For the purpose of this ordinance, the City of Laredo is geographically divided into zoning districts and Specific Use Zoning Overlay Districts which are designated as follows:

AG	Agricultural District
R-S	Residential Suburban District
R-1	Single Family Residential District
R-1A	Single Family Reduced Area District
R-1-MH	Single Family Manufactured Housing District
RSM	Residential Suburban Multi-Family District
R-2	Multi-Family District
R-3	Mixed Residential District
R-O	Residential/Office District
B-1	Limited Business District
B-1R	Limited Office/Residential District
CBD	Central Business District
B-3	Community Business District
B-4	Highway Commercial District
M-1	Light Manufacturing District
M-2	Heavy Manufacturing District
MXD	Mixed Use Development District
<u>AE</u>	<u>Arts and Entertainment District</u>

Districts and Boundaries Established. Said districts and boundaries thereof are hereby adopted and established as shown on the Zoning Map of the City of Laredo, Texas, which map, together with all notations, references, data, district boundaries and other information shown thereon, shall be, and the same are hereby, made a part of this ordinance. Said Zoning Map, properly attested, shall be and remain on file in the office of the City Secretary. Said Ordinance Map may be amended from time to time as provided in this ordinance.

Section 2: Article IV, Section 24.62.2 ZONING DISTRICT PURPOSE of the *Land Development Code* of the City of Laredo, is amended by the addition of the following:

18. The purpose of the AE District (Arts and Entertainment District) is to provide a mixed-use environment where arts and entertainment venues, commercial, residential and office uses harmoniously co-exist in a higher density, pedestrian-oriented environment.

Section 3: Article IV, Section 24.63.2 PERMITTED LAND USES of the *Land Development Code* of the City of Laredo, is amended and appended to this ordinance as **Attachment A.**

Section 4: Article IV, Section 24.65 SUPPLEMENTARY ZONING DISTRICT REGULATIONS of the *Land Development Code* of the City of Laredo, is amended by the addition of the following:

Section 24.65.18 ARTS AND ENTERTAINMENT DISTRICT (AE DISTRICT)

(1) Only properties located within the area bounded on the north by Scott Street, Zacate Creek on the east, and the Rio Grande River on the south and west, may be considered for rezoning to AE (Arts and Entertainment District).

(2) The minimum allowable area eligible for consideration for rezoning to AE (Arts and Entertainment District) shall be one city block.

(3) Unless otherwise prohibited, any use permitted in the B-1 and CBD Districts, without limitation in allowable floor area.

(4) Night clubs, bars, saloons, and cantinas are permitted and are subject to the following performance standards:

(a) No more than 20 percent of the square footage of the windows and clear doors shall bear advertising or signs of any sort, and all advertising and signage shall be placed and maintained in a manner that ensures that law enforcement personnel have a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from the exterior public sidewalk or entrance to the premises. This requirement shall not apply to premises where there are no windows or where existing windows are located at a height that precludes a view of the interior of the premises by a person standing outside the premises.

(b) The abovementioned businesses should do everything possible and be designed to discourage criminal activities and vandalism, both on the site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street.

(c) The abovementioned businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

(5) Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artist studio and shall not cause or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses.

(6) Production for Sale at Retail: All products produced or manufactured on the premises, whether primary or incidental, shall be sold at retail on the premises where produced.

(7) Accessory uses include warehousing in the same building with the main permitted use.

(8) Trade or Business Schools are permitted provided, however, that machinery which is used for instructional purposes is not objectionable due to noise, fumes, smoke, odor or vibration.

(9) Outdoor displays: An outdoor display is defined as a use located on a public sidewalk, which may be within a public right-of-way or easement that is associated with a retail use and consists of a display of goods available for public purchase. A business may display or sell its regularly stocked items directly in front of the business during any hours the business is open to the public without a permit, as per City of Laredo Code of

Ordinances, Chapter 28, Article V, Section 28-101(b), provided the following conditions are met:

(a) A path of at least 4 feet of sidewalk running parallel to and fronting the business remains free and clear to accommodate pedestrian traffic.

(b) All goods for sale must be placed on display tables, racks, or approved alternative modes of display, and may not be placed directly upon the ground. All display tables, racks, and alternative modes of display must be in conformity with the Historic Urban Design Standards.

(c) In addition, special event sales are allowable by permit from the City and legally permitted in accordance with Chapter 28, Article V, Section 28-107 Vending Under Special Event Vendor's Permit of the City of Laredo Code of Ordinances. The Urban Design Standards regarding display of items for sale shall also apply.

(10) Outdoor cultural events and performances which are open to the public and that feature visual art, music, dance, theater, performance art, design, or cultural heritage are permitted, subject to the following:

(a) The outdoor event or performance must be presented by an existing business on the property OR be sponsored, cosponsored, or permitted by the City if using public property. All events must comply with all applicable codes and ordinances, in accordance with both the City of Laredo Code of Ordinances Chapter 28, Article V, Commercial Use of Streets, Sidewalks and Other Public Places, and Chapter 23, Article I, Section 23-2(b) Closing of Parks, Playgrounds, Athletic Fields.

(b) For consumption of alcoholic beverages in public plazas at special events within the AE District, a permit must be obtained from the Chief of Police in accordance with the City of Laredo Code of Ordinances Chapter 5, Section 5-4(c) Possession, Consumption of Alcoholic Beverages in Certain Public Places. Exceptions.

(11) Noise

(a) A noise nuisance shall be considered to exist in the AE zone only when the noise level exceeds 65 decibels. No outdoor speakers will be allowed between 8 a.m. and 5 p.m. Distance measurement of a noise nuisance shall be made in accordance with the City of Laredo Code of Ordinances Chapter 21, Article XI, Division 2 Sections 21-217(2)c and 21-217(2)d.

(b) Exceptions to the above may be made in accordance with the City of Laredo Code of Ordinances Article XI, Division 3. Section 21-221(4), which include but are not limited to outdoor events sponsored, cosponsored, or permitted by the City.

Section 5: Article IV, Section 24.77.1 DIMENSIONAL STANDARDS of the *Land Development Code* of the City of Laredo, is hereby amended to read as follows:

**SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1**

Residential Districts											Non-Residential Districts											
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	Res. Lot of Record****		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
2½	2½	2	2	2	4	4	2½	2½	4	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	NA	Maximum Height (feet)		NA	45	15	NA	160	NA	NA	NA	NA	NA
35	20	20	20	20	20	20	30	30	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10	10
5	5	5	5	5	5	5	10	10	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*	b*
35	20	20	10	20	20	20	30	20	20	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*	
											Minimum Lot Area											
	15,000	6,000	4,500	4,500	4,600	5,520	NA	15,000	4,500	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000					
					6,000	6,000			6,000		Duplex		6,000	6,000		6,000	6,000					
					c*	c*	c*				Multi-Family Residential		c*	c*		c*	c*					
	e*	e*	e*	e*	e*	e*	e*	e*	e*	e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA	
100	46	42	42	42	46	46	100	75	46	30	Minimum Lot Width**		46	46	100	46	46	100	65	100		
			100	100		120	100				Minimum Lot Depth											

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be ten feet (10'0") or the number of feet established in [Table 600 in the adopted Standard Building Code] <i>Table 503 in the adopted International Building Code</i> , whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in [Table 600 in the adopted Standard Building Code] <i>Table 503 in the adopted International Building Code</i> , whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify.)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line.
****	Less than 5,000 square feet.

Section 6: Article IV, Section 24.77.2 (4) DIMENSIONAL STANDARDS of the *Land Development Code* of the City of Laredo, is hereby amended to read as follows:

(4) In the ~~area~~ areas defined as the CBD (Central Business District) or the AE (Arts and Entertainment District), no front building set-back is required, provided however, that an eight foot (8'-0") unobstructed sidewalk shall be required for all new construction. Side or rear building setbacks shall not be required, except as required by ~~[Table 600 of the adopted Standard Building Code]~~ Table 503 of the International Building Code.

Section 7: Article IV, Section 24.77.2 (8)(c) DIMENSIONAL STANDARDS of the *Land Development Code* of the City of Laredo, is hereby amended to read as follows:

(c) Filling station pumps, pump islands, and accessory buildings may be located within a required yard provided they are not less than fifteen (15) feet from any street right-of-way line. Filling station pumps and pump islands shall not be closer than one hundred (100) feet from any residential district. The requirements of this subsection shall apply within the AE (Arts and Entertainment District) and the CBD (Central Business District).

Section 8: Article IV, Section 24.78(b) OFF-STREET PARKING & LOADING of the *Land Development Code* of the City of Laredo, is hereby amended to read as follows:

(b) CENTRAL BUSINESS DISTRICT AND ARTS AND ENTERTAINMENT DISTRICT EXEMPTIONS

Although encouraged to consider off-street parking for their customers in their planning, customer off-street parking is not a requirement of the individual businesses located within the ~~[B-2]~~ Central Business District and the Arts and Entertainment District. However, if such off-street parking is provided, it shall be constructed in accordance with the provisions of Section 24-78 (p).

Section 9: APPENDIX A of the *Land Development Code* of the City of Laredo is amended to include the following definitions:

Art, artwork or work of art – means any work product of an artist, including all forms of performing arts, literary arts, and plastic or visual arts, conceived in any medium, material, modeling, music, theater, tattooing, literature, painting, printing, drawing, engraving, frescos, stained glass, mosaics, mobiles, tapestries, carving, sculpture, murals, fashion design, jewelry design, photography, film, video, digital imaging, bas-relief, high relief, fountains, kinetics, culinary arts, and collages.

Art establishment – means an establishment primarily dedicated to the creation, dissemination, teaching or practice of art, its display, exhibition, storage, or offer for sale, and includes but is not limited to antique shops, art galleries, artist live/work spaces, art studios, art supplies stores, bookstores, libraries theaters, art museums, and schools of music, art, culinary arts or dance, but does not include sexually oriented businesses.

Art gallery – means an art establishment dedicated to the promotion and sale of art, open to the public, with standard business hours for more than four (4) days per week.

Art studio – means an art establishment used by an artist/artisan exclusively for the creation, production, rehearsing, or performance of art, and/or from where art may be promoted, sold or offered.

Artist – means a person regularly engaged in and who derives a substantial portion of his/her annual income from the creation of art, either written, composed, produced or otherwise executed. The term Artist also applies to Artisan and Craftsperson.

Artist live/work space – means an art studio in which an artist is allowed to reside.

Entertainment establishment – means an establishment which provides an ongoing activity or business to which the public is invited or allowed to watch, listen, or participate, to divert or amuse guests or patrons, including but not limited to presentations by single or multiple performers, such as comedians, musical song or dance acts, plays, concerts, demonstrations of talent, shows, reviews, hypnotists, pantomimes, or any other similar activity which may be attended by members of the public. Also included are cabarets, dancehalls, discotheques, discos, music venues, nightclubs, restaurants, and bars. Sexually oriented businesses are excluded from this definition.

Performance – means any theatrical, musical or cultural appearance, exhibition, display, demonstration, presentation, dance, modeling, preview, play, pantomime, show, skit, film, or entertainment of any kind, whether live or not, that is conducted before an audience, including but not limited to motion pictures, live theater, music concerts, opera, drama, comedy, ballet, modern or traditional dance, as well as book or poetry readings, whether for compensation or without charge. Sexually oriented businesses are excluded from this definition.

Special Event - An event that is registered with and recognized by the parks and recreation department, that has a specific location, purpose, and beginning and ending time and date. A special event includes sporting events, cultural events, festivals, carnivals, fairs, parades, etc. (See City of Laredo Code of Ordinances Article V COMMERCIAL USE OF STREETS, SIDEWALKS AND OTHER PUBLIC PLACES Section 28-102 Definitions)

Section 10: **Publication.**

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

Section 11: This Ordinance shall become effective as and from the date of publication specified in Section 9.

Section 12: Severability. If any provision, section subsection, sentence, clauses, or phrase of this ordinance, of the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation, contained herein shall become inoperative or fail by reason of any unconstitutionality

**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 R. BRATTON
ASSISTANT CITY ATTORNEY**

Section 24.63.2 Permitted Uses

Residential Districts										AGRICULTURE	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
X									0171	Orchard							X	X	X	X
X	X	X		X	X	X		X	0181	Greenhouse (Non-Retail/Hobby)		X	X	X	X	X	X	X	X	X
X									0181	Greenhouse (Retail)		X	X		X	X	X	X	X	X
X									0181	Plant Nursery (Growing)							X	X	X	X
X									0181	Plant Nursery (Retail Sales)		X	X		X	X	X	X	X	X
X									0191	Farms, General (Crops & Live Stock)							X	X	X	X
X									0291	Farms, General (Livestock/Ranch)							X	X	X	X
X									5191	Hay, Grain, and/or Feed Sales						X	X	X	X	X
X									0720	Bulk Grain and/or Feed Storage							X	X	X	X
X									0742	Veterinarian (Indoor Animal Confinement)						X	X	X	X	X
X									0420	Veterinarian (Outdoor Animal Confinement)							X	X	X	X
X									7999	Stables (Private, Principle Use)							X	X	X	X
X									7999	Stables (Private, Accessory Use)							X	X	X	X
X									7999	Stables (Commercial)							X	X	X	X
X									0291	Livestock Sales								X	X	X

LEGEND:

X
S

Permitted Use
Specific Use Permit

Date: 11-22-93

Land Use Charts

Page: IV-6

City of Laredo, Texas

ATTACHMENT A

Section 24.63.2 Permitted Uses

Residential Districts										RESIDENTIAL	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE		Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
X	X	X	X	X	X	X	X	X	0001	Single Family Detached		X	X	X	X	X					
	X	X		X	X	X	X	X	0002	Single Family Zero Lot Line		X	X	X	X	X	X				
	X	X		X	X	X	X	X	0004	Single Family Townhouse		X	X	X	X	X					
X			X		X				0005	Single Family Manufactured Home											
X				X	X			X	0006	Two Family (Duplex)		X	X	X	X	X					
				X	X	X		X	0007	Three Family (Triplex)		X	X	X	X	X					
				X	X	X			0008	Four Family (Quadraplex)		X	X	X	X	X					
				X	X	X		X	0009	Multi-Family		X	X	X	X	X					
				X		X		X		Condominiums		X	X	X	X	X					
				S	S	X		X		Townhouse		X	X	X	X	X					
	X	X		X	X			X	0010	Garage Conversion		X	X	X	X	X					
X	X	X	X	X	X	X		X	0012	Accessory Building/Structure - Subject to Supp. Regulations		X	X	X	X	X					
X	X	X	X	X	X			X	0013	Home Occupation "A"		X	X	X	X	X					
				X	X				0014	Home Occupation "B"		X	X	X	X	X					
S				S	S			S	0015	Travel Trailer/RV Park			S	S	S	S	X				
S				S	S			S	0016	Manufactured Housing Park			S	S	S	S					
				X	X					Rooming/Boarding House		X	X	X	X	X					
	O	O								College Dormitory (On Campus)						O					
				O	O					Fraternity/Sorority House		O	O	O	O	O					
	X	X	X	X	X			X		Registered Family Home		X	X	X	X	X					
	X			X	X	X	X	X		Servants Quarters		X	X	X	X	X					

LEGEND:

X	Permitted
S	Specific Use Permit
O	Overlay Zones

Date: 11-22-93, (Amended Ord. No. 97-0-082, 4/7/97; 2001-O-036, 2/5/01)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										INSTITUTIONAL/ GOVERNMENT	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
X	X	X		X	X				4119	Emergency Ambulance Service			X			X	X	X	X	X	X
X	X	X		X	X				4311	Post Office (Governmental)		X	X	X	X	X	X	X	X	X	X
									7331	Mailing Service (Private)		X	X		X	X	X	X	X	X	X
X									4582	Airport									X	X	X
X									4582	Heliport									X	X	X
X									4582	Helistop									X	X	X
X									4911	Electrical Generating Plant									X	X	X
X									4911	Electrical Substation									X	X	X
X									4911	Electrical Transmission Line		X	X	X	X	X	X	X	X	X	X
X									4923	Gas Transmission Line		X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X		4939	Utility Distribution Line		X	X	X	X	X	X	X	X	X	X
X									4939	Utility Shop and Storage						X	X	X	X	X	X
X									4941	Water Treatment Plant								X	X	X	X
X									4941	Water Supply Facility (Public)						X	X	X	X	X	X
X									4941	Water Supply Facility (Private)						X	X	X	X	X	X
X	X	X	X	X	X	X	X		4952	Sewage Pumping Station(Lift Station)		X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X			Water Booster Station		X	X	X	X	X	X	X	X	X	X
X									4952	Wastewater Treatment Plant									X	X	X
X									6553	Cemetery and/or Mausoleum											

LEGEND:

X	Permitted
S	Specific Use Permit

Date: 11-22-93 (Amended Ord. No. 2001-O-036, 2/5/01)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										INSTITUTIONAL/ GOVERNMENT	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
				X	X			X	8361	Retirement Home/Home for the Aged		X	X	X	X						
									8059	Nursing/Convalescent Home							X	X			X
									8051	Hospice							X	X			X
									8062	Hospital							X	X			X
									8063	Psychiatric Hospital							X	X			X
									8059	Psychiatric Care Home							X	X			X
									8069	Alcoholic Rehabilitation Facility							X	X			X
									8361	Alcoholic Care Home							X	X			X
									8069	Drug Rehabilitation Facility							X	X			X
									8361	Drug Care Home							X	X			X
								X	8010	Medical and Dental Clinics (public and private)							X	X			X
									8010	Emergency Care Clinic(Outpatient)							X	X	X		X
X	X	X	X	X	X			X		Elementary School, K thru 6 (Public & Private)		X	X	X	X	X	X				
X	X	X	X	X	X			X		Middle School, 6 thru 9 (Public & Private)		X	X	X	X	X	X				
X	X	X	X	X	X			X		High School, 9 thru 12 (Public & Private)		X	X	X	X	X	X				
										Beauty College/School							X	X			
									8249	School, Vocational/Technical Education							X	X			
										Trade School, (Private or Public)							X	X	X	X	X
										Business School (Private or Public)							X	X	X	X	X
X	X	X		X	X			X	8221	College (Community or Junior)		X	X	X	X	X	X				
X	X	X		X	X			X		University (Four year)		X	X	X	X	X	X				
										Adult Day Care		X	X	X	X	X	X				
									8351	Child Day Care (7 or more)		X	X	X	X	X	X				

LEGEND:
 X Permitted
 S Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										INSTITUTIONAL/ GOVERNMENT	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
		X		X	X			X	8361	Orphanage		X	X	X	X	X					
X	X	X		X	X			X	8322	Community Center		X	X	X	X	X	X	X			X
								X		Fraternal Organization or Social Club		X	X		X	X	X	X	X	X	
	X	X		X	X			X	8641	Civic Club		X	X	X	X	X	X	X	X	X	X
	X	X		X	X			X	8641	Philanthropic Organization		X	X	X	X	X	X	X	X	X	X
X	X	X		X	X			X	8661	Church/Sanctuary		X	X	X	X	X	X	X	X	X	X
								X		Fellowship Halls		X	X	X	X	X	X	X	X	X	X
X	X	X		X	X			X	8661	Church affiliated uses		X	X	X	X	X					
X	X	X		X	X			X		Classrooms for Sunday School											
	X	X		X	X			X	8661	Rectory/Parsonage		X	X	X	X	X					
				X	X				8661	Monastery/Convent		X	X		X	X					
X									9100	Government Building		X	X		X	X	X	X	X	X	
										International Bridge Facility		X					X	X	X	X	
									9221	Police Station		X	X		X	X	X	X	X	X	
									9221	Jail (Criminal Detention)							X	X	X	X	
									8361	Half-Way House (Criminal)							X	X	X	X	
									9224	Fire Station		X	X	X	X		X	X	X	X	
	X	X	X	X	X				8231	Library		X	X		X	X	X	X	X	X	
X								X	8651	Political campaign headquarters		X	X	X	X	X	X	X	X	X	

LEGEND:

X	Permitted
S	Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										PERSONAL AND BUSINESS SERVICES	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
									6060	Bank		X			X	X	X	X	X	X
									6282	Financial Services (Advice/Invest)		X	X		X	X	X	X	X	X
									6030	Savings and Loans		X			X	X	X	X	X	X
									6060	Credit Unions		X	X		X	X	X	X	X	X
									6099	Check Cashing Agencies		X	X		X	X	X	X	X	X
									6099	Automatic Teller Machines (ATM's)		X	X		X	X	X	X	X	X
									7011	Hotel/Motel		X			X	X	X	X		X
								X	7011	Bed & Breakfast		X	X		X	X	X	X		X
									7211	Laundry/Dry Cleaning		X	X		X	X	X	X	X	X
									7212	Laundry/Dry Cleaning (Drop Off/Pick Up)		X	X		X	X	X	X	X	X
									7215	Laundry/Dry Cleaning (Self-Service)		X	X		X	X	X	X	X	X
									7219	Tailor Shop		X	X		X	X	X	X	X	X
									7251	Shoe Repair & Sales		X	X		X	X	X	X	X	X
									4724	Travel Agency		X	X		X	X	X	X	X	X
									7231	Beauty Shop (Non-College)		X	X		X	X	X	X	X	X
									7241	Barber Shop (Non-College)		X	X		X	X	X	X	X	X
									7221	Photo Studio		X	X		X	X	X	X	X	X
									7261	Funeral Home					X	X	X	X	X	X
									7299	Kiosk (Providing A Service)		X	X		X	X	X	X	X	X
										Nationalization/"Nacionalizacion" of Vehicles	Ensee section 24.65.14 (17)				S	S	S	S	S	S

LEGEND:

X	Permitted
S	Specific Use Permit

Date: 10/25/95 (Amended Ord. No. 2000-O-051, 3/6/00; 2002-O-211, 9/3/02; 2004-O-065, 4/5/04; 2007-O-229, 11/5/07)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										PERSONAL AND BUSINESS SERVICES	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
										Child Development Center		X	X		X	X					
										Interior Decorating Studio		X									
									7359	Tool Rental (Indoor Storage)		X	X		X	X	X	X	X	X	
									7359	Tool Rental (Outdoor Storage)							X	X	X	X	
									7381	Premises Security							X	X	X	X	
									7389	Auction (Indoors)							X	X	X	X	
									7629	Appliance Repair		X	X		X	X	X	X	X	X	
									1731	Communication Equipment Repair		X	X		X	X	X	X	X	X	
									7699	Locksmith		X	X		X	X	X	X	X	X	
									7911	Karate School (Martial Arts)		X	X		X	X	X	X	X	X	
									8249	Truck/Heavy Equip. Driving School							X	X	X	X	
									8299	Automobile Driving School		X	X		X	X	X	X	X	X	
								X	7911	Dance/Drama/Music/ Schools		X	X		X	X	X	X	X	X	
								X	8999	Artist Studio		X	X		X	X	X	X	X	X	
									4225	Mini - Storage/Warehouse			S			S	X	X	X	X	
								X		Diet Clinic		X	X		X	X	X	X	X	X	
								X		Pharmacies and Drug Stores		X	X		X	X	X	X	X	X	
								X		Health Spa		X	X		X	X	X	X	X	X	

LEGEND:

X
S

Permitted

Specific Use Permit

Date: 11-22-93 (Amended Ord. No. 96-0-197, 11/4/96; 2002-O-211, 9/3/02)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										RETAIL	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
									5211	Building Material Sales						X	X	X	X	X
									5251	Hardware Store		X	X		X	X	X	X	X	X
									5261	Lawnmower Sales and/or Repair			X		X	X	X	X	X	X
										Florist		X	X		X	X	X	X	X	X
X									5261	Plant Nursery (Outside Storage)		X	X		X	X	X	X	X	X
									5311	Department Store		X	X		X	X	X	X	X	X
									5331	Variety Store		X	X		X	X	X	X	X	X
									5411	Convenience Store (Drive Through)		X	X		X	X	X	X	X	X
								X		Drug Store		X	X		X	X	X	X	X	X
									5541	Auto Repair (minor repairs)			X		X	X	X	X	X	X
									5431	Fruit and/or Vegetable Store		X	X		X	X	X	X	X	X
									5441	Confectionery Store (Retail)		X			X	X	X	X	X	X
									5461	Bakery (Retail)		X	X		X	X	X	X	X	X
									5015	Used Auto Supply Part Store (no on-site salvage)			X		X	X	X	X	X	X
									5531	Auto Supply Store (new parts)			X		X	X	X	X	X	X
									5541	Gasoline Service Station		X	X		X	X	X	X	X	X
									5511	Auto Dealer (Primarily New/Used)					X	X	X	X	X	X
									5521	Auto Dealer (Primarily Used)					X	X	X	X	X	X
									5551	Boat Dealer/Sales Only			X		X	X	X	X	X	X
										Grocery Store		X	X		X	X	X	X	X	X
										Meat Market & Butcher Shops		X	X		X	X	X	X	X	X
										Artist Supply		X	X		X	X	X	X	X	X

LEGEND:

X
S

Permitted

Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										RETAIL	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
										Camera Shop		X	X		X	X	X	X	X	X
										Apparel Stores		X	X		X	X	X	X	X	X
									5561	Recreational Vehicle Dealer/Sales Only							X	X	X	X
									5271	Mobile Home Dealer /Sales Only							X	X	X	X
									5571	Motorcycle Dealer						X	X	X	X	X
									5599	All Terrain Vehicle Dealer/Sales Only						X	X	X	X	X
									5599	Aircraft Sales/Sales Only								X	X	X
									5712	Furniture Sales (Indoor)		X	X		X	X	X	X	X	X
									5712	Furniture Sales (Outdoor)							X	X	X	X
									5712	Cabinet Shop (Manufacturing)								X	X	X
									2431	Woodworking Shop (Manufacture)								X	X	X
										Drapery Shop						X	X	X	X	X
									5714	Upholstery Shop (Non-Auto)						X	X	X	X	X
									5722	Major Appliances Sales (Indoor)			X		X	X	X	X	X	X
									5722	Major Appliances Sales (Outdoor)							X	X	X	X
								X	5810	Restaurant (Serving Alcohol)		X	X		X	X	X	X	X	X
								X		Restaurant		X	X		X	X	X	X	X	X
									5812	Restaurant (Drive-In)		X	X		X	X	X	X	X	X
									5812	Restaurant (Drive-Thru)		X			X	X	X	X	X	X
									5812	Restaurant (Kiosk)		X	X		X	X	X	X	X	X
								X	5813	Private Club (Alcohol Served)		X	X		X	X	X	X	X	X
									5912	Alcohol Sales/Off-Premise Consumption		X	X		X	X	X	X	X	X
									5932	Antique Shop		X	X		X	X	X	X	X	X

LEGEND:

X	Permitted
S	Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										RETAIL	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
									5932	Consignment Shop		X					X	X	X	X
									5080	Heavy Machinery Sales/Display (Inside)						X	X	X	X	X
									5080	Heavy Machinery Sales/Display (Outdoor)							X	X	X	X
									5541	Fuel Dispensing, Private								X	X	X
									5932	Used Merchandise; Furniture							X	X	X	X
									5932	Used Merchandise; Flea Market								X	X	X
									5932	Pawn Shop						X	X	X	X	X
									5941	Bait and/or Tackle Shop		X	X		X	X	X	X	X	X
									5941	Bike Sales and/or Repair		X	X		X	X	X	X	X	X
								X	5945	Handicraft Shop		X	X		X	X	X	X	X	X
								X	5949	Needlework Shop		X	X		X	X	X	X	X	X
									5992	Florist		X	X		X	X	X	X	X	X
								X	5999	Art Dealer		X	X		X	X	X	X	X	X
									5999	Gravestone/Tombstone Sales						X	X	X	X	X
									5999	Pet Shop						X	X	X	X	X
									5999	Retail Store (Miscellaneous)		X	X		X	X	X	X	X	X
									4226	Portable Building leasing/storage						X	X	X	X	X
									4226	Portable Chemical Toilet leasing/storage						X	X	X	X	X
								X		Bookstores/Stationary Stores (Does not include Adult Bookstore)		X	X		X	X	X	X	X	X
										Soda Fountain & Ice Cream Parlours		X	X		X	X	X	X	X	X
										Video Sales and Rental (Does not include Adult Bookstore)						X	X	X	X	X
										Imported Crafts (Retail Sale) (Outdoor display allowed)		X				X	X	X	X	X

LEGEND:

X	Permitted
S	Specific Use Permit

Date: 11-22-93 (Amended Ord. No. 98-0-028, 2/2/98; 2005-O-024, 2/7/05)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										TRANSPORTATION & AUTOMOTIVE	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
X									4010	Railroad Right-of-Way							X	X	X	X
									4013	Railroad Freight Depot								X	X	X
									4111	Passenger Terminal							X	X	X	X
									4119	Limousine Service							X	X	X	X
									4121	Taxi Stand		X	X		X	X	X	X	X	X
									4141	Bus Charter Service							X	X	X	X
									4200	Truck/Trailer Rental							X	X	X	X
									7549	Auto Wrecker Service							X	X	X	X
									7549	Auto Wrecker Service (Gas station)			X		X	X	X	X	X	X
									4226	Auto Impound Yard (Public/Private)							X	X	X	X
									4226	Inoperable Vehicle Holding Yard						X	X	X	X	X
									4226	Auto Salvage								X	X	X
									5012	Auto Auction						X	X	X	X	X
									5541	Truck Stop (Including Gas Sales)						X	X	X	X	X
									4173	Transit Maintenance/Equipment Facility						X	X	X	X	X
									4212	Trucking Company								X	X	X
										Public Scales						X	X	X	X	X
										Private Scales						X	X	X	X	X

LEGEND:

X	Permitted
S	Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										TRANSPORTATION & AUTOMOTIVE	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	IMXD	
									4214	Transfer/Storage Terminal									X	X	X
									7520	Accessory Parking (Depends on Principle Use)											
									7521	Commercial Parking Lot (Cars)		X			X	X	X	X	X	X	X
									7521	Commercial Parking Lot (Trucks/Heavy Equip.)						X	X	X	X	X	X
									7521	Recreational Vehicle Parking Lot						X	X	X	X	X	X
									7532	Auto Interior Shop						X	X	X	X	X	X
									7532	Auto Body Repair						X	X	X	X	X	X
									7522	Auto Paint Shop						X	X	X	X	X	X
									7533	Auto Muffler Shop						X	X	X	X	X	X
									7534	Auto Tire Repair					X	X	X	X	X	X	X
									5531	Tire Sales (Indoors)					X	X	X	X	X	X	X
									7539	Auto Glass Repair/Tinting					X	X	X	X	X	X	X
									7539	Auto Repair (General)						X	X	X	X	X	X
									7538	Auto Repair as Associated use to Retail Sales					X	X	X	X	X	X	X
									7538	Truck/Heavy Equipment/Recreational Veh. Repair						X	X	X	X	X	X
									3732	Boat Repair and/or Storage						X	X	X	X	X	X

LEGEND:

X	Permitted
S	Specific Use Permit

Date: 11-22-93

Land Use Charts

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City of Laredo, Texas

Section 24.63.2 Permitted Uses

Residential Districts										TRANSPORTATION & AUTOMOTIVE	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
									4581	Aircraft Repair									X	X	X
									7542	Car Wash (Self-Service)					X	X	X	X	X	X	X
									7542	Commercial Car Wash (Detail Shop)					X	X	X	X	X	X	X
									7549	Quick Lube/Oil Change						X	X	X	X	X	X
									7699	Motorcycle Repair (General)							X	X	X	X	X
									7538	Vehicle Maintenance (Private)							X	X	X	X	X
									7547	Vehicle Wash (Private)						X	X	X	X	X	X
									7549	State Vehicle Inspection			X		X	X	X	X	X	X	X
										Minor Repair Garage			X		X	X	X	X	X	X	X
										Storage of hazardous materials								X*	X		

LEGEND:

X	Permitted
S	Specific Use Permit
*	Incidental to transportation and storage only. Short term in product-tight containers.

Section 24.63.2 Permitted Uses

Residential Districts									WHOLESALE TRADE	Non-Residential Districts											
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
									4225	Warehouse/Storage (Inside)							X	X	X	X	
									4225	Warehouse/Storage (Outside)								X	X	X	
									5012	Automobile Sales - Wholesale							X	X	X	X	
									5012	Truck Sales - Wholesales								X	X	X	
									5031	Lumber Sales - Wholesales								X	X	X	
									5099	Firewood Sales - Wholesales								X	X	X	
									5080	Heavy Machinery Sales (Wholesales)								X	X	X	
									5093	Collection Container		X	X		X	X	X	X	X	X	X
									5093	Collection Container							X	X	X	X	X
									5093	Scrap/Waste Recycle Collection							X	X	X	X	X
									5110	Paper and/or Paper Products (Wholesales)		X			X		X	X	X	X	X
									5120	Drug, Drug Proprietaries,		X			X		X	X	X	X	X
									5130	Apparrel, Piece Goods, and Notions		X			X	X	X	X	X	X	X
									5140	Groceries/Related Products							X	X	X	X	X

LEGEND:

X
S

Permitted

Specific Use Permit

Date: 11-22-93

Land Use Charts

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City of Laredo, Texas

Section 24.63.2 Permitted Uses

Residential Districts										WHOLESALE TRADE	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
									5149	Bakery - Wholesale						X	X	X	X	X
X									5150	Farm (Food) Products - Wholesale								X	X	X
									5150	Livestock - Wholesale								X	X	X
										Bulk Storage									X	
									5171	Bulk Storage Petroleum and/or Petroleum									X	
									5171	Petroleum Sales (Wholesales)							X	X	X	X
									5182	Alcoholic Beverage Storage and Distribution							X	X	X	X
									4212	Transfer Station (Refuse/Pick - up)								X	X	X
									5441	Confectionary Store								X	X	X
									3565	Bottling Works								X	X	X
										Mail Order										

LEGEND:

X
S

Permitted

Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										MANUFACTURING MINING AND CONSTRUCTION	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
s	s	s	s	s	s	s	s	s	1300	Oil and/or Gas Extraction			S	S	S	S	S	S	X	S
									1400	Mineral Extraction							S	S	X	S
									1442	Sand/Gravel Sales, Storage & Extraction						S	S	X	X	
	X	X		X	X			X	1500	Contractor's On-Site Construction Office	Temporary	X	X	X	X	X	X	X	X	X
									1500	Contractor's Office/Sales,	No outside storage					X	X	X	X	X
									1500	Contractor's Shop with	Limited outside storage						X	X	X	X
									1500	Contractor's Shop with	Outside Storage							X	X	X
									2000	Light Manufacturing								X	X	X
									2010	Meat Products, Manufacturing								X	X	X
									2011	Meat Packing/Slaughthouse									X	
									2015	Poultry Slaughtering/Processing									X	
									2030	Food Canning Operation								X	X	X
									2080	Alcoholic Beverage Manufacturing								X	X	X
										<u>Micro-Brewery</u>		X								
									2300	Apparel Manufacturing	e							X	X	X

LEGEND:

X	Permitted
S	Specific Use Permit

Date: 11-22-93 (Amended Ord. No. 2000-O-052, 3/6/00)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										USE CODE	MANUFACTURING MINING AND CONSTRUCTION Uses	Notes	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O					AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
										2451	Mobile Home Manufacturing							X	X	X		
										2711	Printer(Newspaper, etc...)		X			X		X	X	X		
										2752	Printer							X	X	X		
											Chemical & Allied Products Manufacturing	Non-hazardous						S	X	X		
										2819	Hazardous Chemical Manufacture									S		
										2911	Petroleum Refining								X			
										2911	Asphaltic Material Manufacturing								X			
										3000	Rubber Product Manufacturing								X			
										3000	Plastic Product manufacturing								X			
										3111	Leather Tanning and/or Finishing								X			
										3200	Stone/Clay/Glass Manufacturing						X	X				
										3320	Iron and/or Steel Foundry								X			
										3330	Metal Smelting								X			
										3460	Metal Forging and/or Heavy Stamping								X			
										3531	Batching Plant (Temporary)								X			
										3531	Batching Plant (Permanent)								X			
										3800	Research Lab (Hazardous)								S			
										3800	Sign Manufacturing							X	X	X		
										3993	Outside Storage							X	X	X		

LEGEND:

X
S

Permitted
Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										MANUFACTURING MINING AND CONSTRUCTION	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
									4226	Outside Storage (Accessory Use)								X	X	X
									4226	Sanitary Landfill								X	X	X
									4953	Refuse Disposal System								X	X	X
									4953	Salvage and/or Reclamation (Indoors)								S	S	S
									7389	Salvage and/or Reclamation (Outdoors)								S	S	S
									7692	Welding Shop								X	X	X
									7699	Engine Repair/Motor Manufacturing								X	X	X
										Re-Manufacturing and/or Repair								X	X	X
									3599	Machine Shop								X	X	X
									3670	Electronic Assembly								X	X	X
									3471	Plating Establishments								X	X	X
										Storage and handling of hazardous materials								S	X	

LEGEND:

X	Permitted
S	Specific Use Permit

Date: 11-22-93 (Amended Ord. No. 98-O-169, 7/6/98)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										AMUSEMENT/ RECREATION	Non-Residential Districts										
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD	
X									4493	Boat Launching Ramp						X					
X									4493	Marina						X					
										R.V. Dry Storage Facilities							X				
X									4493	Fishing and Sightseeing Facilities (Institutional Concession Only)		X			X	X	X	X	X	X	X
X									4493	Retail Sales of Fishing Bait (Institutional Concession Only)		X			X	X	X	X	X	X	X
X									4493	Snack Bars and Vending Machines (Institutional Concession Only)		X	X	X	X	X	X	X	X	X	X
X									4493	Sanitary Sewage Pump-out Facilities (Institutional Concession Only)							X	X	X	X	X
X									4493	Open Boat and/or R.V. Dry Storage (Institutional Concession Only)							X	X	X	X	X
X										Boat Rental, Repair and/or Service (Institutional Concession Only)						X	X	X	X	X	X
X									7999	Fishing Pier (Institutional Concession Only)		X	X	X	X	X	X	X	X	X	X
X									4493	Parking Areas for Vehicles/Trailers/R.V's						X	X	X	X	X	X
X									4493	Restrooms with Shower Facilities					X	X	X	X	X	X	X
									7832	Motion Picture Theater (Indoor)		X			X	X	X	X	X	X	X
									7832	Motion Picture Theater (Outdoor)						X	X	X	X	X	X
									7922	Theater (Non-Motion Picture)		X			X	X	X	X	X	X	X
									7900	Amusement Services (Indoors)		X			X	X	X	X	X	X	X
X									7900	Amusement Services (Outdoors)							X	X	X	X	X
										Children's Amusement Services (Outdoors)						X	X	X			X
									7933	Bowling Center		X			X	X	X	X	X	X	X
								X	7991	Health Club (Physical Fitness)		X	X		X	X	X	X	X	X	X
									7993	Amusement Devices/Arcade		X	X		X	X	X	X	X	X	X
									7999	Billiard Parlor (Three or more tables)		X			X	X	X	X	X	X	X
									5812	Dinner Theatre		X			X	X	X	X	X	X	X

LEGEND:

X	Permitted
S	Specific Use Permit

Section 24.63.2 Permitted Uses

Residential Districts										AMUSMENT/ RECREATION	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
									7999	Skating Rink		X			X	X	X	X	X	X
										Shooting Range - Indoor							X	X	X	
										Bar, Night Club, Cantina, and Saloon		X			X*		X	X	X	X
									7999	Exhibition Hall							X	X	X	X
									8412	Museum/Wax Museum							X	X	X	X
	X	X	X	X	X					Museum /Other than wax		X	X		X	X	X	X	X	X
	X	X	X	X	X			X	8412	Art Gallery		X	X	X	X	X	X	X	X	X
									7941	Stadium							X	X	X	X
									7997	Membership Sports		X	X		X	X	X	X	X	X
X									7992	Golf Course (Public/Private)						X	X	X	X	X
X	X	X		X	X	X	X		7992	Recreational Club (Members Only)		X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X		7999	Swimming Pool (Public)		X	X	X	X	X	X	X	X	X
X									7999	Day Camp			X		X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	7999	Park and/or Playground (Public)		X	X	X	X	X	X	X	X	X
X									7999	Fairground							X	X	X	X
X									8422	Zoo							X	X	X	X
X									7948	Horse Racing Facility/Training							X	X	X	X
									7948	Race Track Operation							X	X	X	X
X									7999	Special Events (Temporary)		X	X		X	X	X	X	X	X
										Amusement Redemption Machine Establishment			X*			X*	X	X	X	X
									7999	Bingo Parlor		X			X		X	X	X	X
X	X	X	X	X	X	X	X	X		Park or Playground (Private)		X	X	X	X	X	X	X	X	X
										Carnival		X			X		X	X	X	X

LEGEND:

X	Permitted
S	Specific Use Permit
*	Special Use Permit Required in HCBD

Date: 11-22-93 (Amended Ord. No. 96-0-196, 11/4/96; 2002-O-211, 9/3/02; 2003-O-047, 3/3/03; 2006-0-112, 6)

Land Use Charts

Section 24.63.2 Permitted Uses

Residential Districts										COMMUNICATIONS	Non-Residential Districts									
AG	R-1	R-1A	R-1-MH	R-2	R-3	RSM	RS	R-O	USE CODE	Uses	Notes	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
										AM Array	Additional onsite towers allowed		S	S		S	X	X	X	X
X	X	X	X	X	X	X	X	X		Amateur Radio Station Operator (less than 50' ant.			X	X		X	X	X	X	X
X	X	X	X	X	X	X	X	X		Antenna 30' or less from home (TV/Radio)		X	X	X	X	X	X	X	X	X
										Antenna 30' or less in association w/ TV or Radio Station	Must be screened from R.O.W. by landscaping or opaque fence.		X	X		X	X	X	X	X
X				X	X			X		Antenna 30' or less on an existing structure			X	X		X	X	X	X	X
S				S	S			S		Antenna on an existing tower			X	X		X	X	X	X	X
X	X	X	X	X	X	X	X	X		Antenna or communication tower on property owned, leased or controlled by the City of Laredo.	No setback or separation provisions required.	X	X	X	X	X	X	X	X	X
S				S	S			S		Communication tower less than 90' for one user.			S	S		X	X	X	X	X
S				S	S			S		Communication tower less than 120' for two users.			S	S		S	X	X	X	X
S				S	S			S		Communication tower less than 150' for three users.			S	S		S	S	X	X	X
S				S	S			S		Communication tower > 150' for unlimited users.			S	S		S	S	X	X	S
S				S	S			S		Communication tower addition for collocation (< 30 vert.)	Original setback or separation provisions apply. (One time only)		X	X		X	X	X	X	X
S				S	S			S		Comm. tower relocation/reconst. for collocation (<50' Horiz)			X	X		X	X	X	X	X
X	X	X	X	X	X	X	X	X		Cable Microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require a tower.		X	X	X	X	X	X	X	X	X
X									4811	Phone Exchange/Switching Station							X	X	X	X
X										Radio and Television Studios							X	X	X	X
X									4832	Radio Station (with Tower)		X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X		Receive only antennas less than 50'			X	X		X	X	X	X	X
										Television Station (with Tower)		X	X	X	X	X	X	X	X	X

Additional provisions:

- (1) All setbacks and separation between communication towers shall conform to Tables I and II of Section 24.93.10 of the Laredo Land Development Code.
- (2) All preexisting communication towers and antennas shall comply with all FAA, FCC, and building code standards.
- (3) Lighting of communication towers shall be prohibited except as required by FAA. No Sign shall be allowed on an antenna or communication tower.
- (4) The Building Official, may at his/her discretion, request of any applicant for an antenna or communication tower, a safety report by a qualified structural engineer.
- (5) Owners and/or operators of communication towers or antennas shall provide evidence that all franchises required by the City of Laredo have been obtained.
- (6) Each application for administrative approval shall contain all information as required in Section 24.93.10, paragraph (a), of the City of Laredo Land Dev. Code.
- (7) In order to encourage the use of monopoles, the Building Official may approve the reconstruction of a preexisting comm. tower to monopole construction.

LEGEND:

- X Permitted
- S Special Use Permit

Date: 11-22-93

Page: IV-27

Land Use Charts

City of Laredo, Texas

COUNCIL COMMUNICATION

<p>Date: 07/06/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-085 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 9, Block 1, Fesco Business Park, Unit One, located at 4801 Fesco Boulevard; providing for publication and effective date. ZC-21-2010</p>
<p>Initiated by: Fesco Ltd.</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Hector J. Garcia at the regular meeting of June 21, 2010.</p>	
<p>BACKGROUND</p> <p>Council District: II – Hector J. Garcia</p> <p>Proposed use: Storage of flammable and explosive products</p> <p>Site: The site is occupied by Fesco Ltd.</p> <p>Surrounding land uses: All surrounding properties are currently vacant.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Warehouse/Light Industrial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Fesco Boulevard.</p> <p>Letters sent to surrounding property owners: 2 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.</p> <p>Staff supports the issuance of an and recommends that the following conditions be attached to the issuance of an SUP:</p> <p align="right">(Continued on next page)</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in an 8 to 0 vote, recommended approval of the Special Use Permit.</p>	<p>STAFF RECOMMENDATION: Staff supports the Special Use.</p>

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The Special Use Permit is issued to Fesco, Ltd., and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. All parking and loading will be provided on the premises.

ORDINANCE NO. 2010-O-085

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO AUTHORIZING A SPECIAL USE PERMIT FOR THE STORAGE OF FLAMMABLE AND EXPLOSIVE PRODUCTS ON LOT 9, BLOCK 1, FESCO BUSINESS PARK, UNIT ONE, LOCATED AT 4801 FESCO BOULEVARD AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for a Special Use Permit for the storage of flammable and explosive products on Lot 9, Block 1, Fesco Business Park, Unit One, located at 4801 Fesco Boulevard; 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 May 20, 2010; and,

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

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

WHEREAS, the City Council has held a public hearing on June 21, 2010, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 9, Block 1, Fesco Business Park, Unit One, located at 4801 Fesco Boulevard.

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

Section 3: The Special Use Permit is further restricted to the following provision here-with adopted by the City Council:

1. The Special Use Permit is issued to Fesco, Ltd., and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes.
3. All parking and loading will be provided on the premises.

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

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>Date: 07/06/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-086 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 536, Eastern Division, located at 902 & 904 E. Locust Street, from B-1 SUZD (Limited Commercial District – Special Use Zoning District) to B-1 (Limited Commercial District); providing for publication and effective date.</p> <p align="right">ZC-16-2010</p>
<p>Initiated by: Lidia Garza</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Juan Narvaez at the regular meeting of June 21, 2010.</p>	
<p>BACKGROUND</p> <p>Council District: IV – Juan Narvaez</p> <p>Proposed use: Restaurant</p> <p>Site: The site currently houses a Watermill Express and a vacant snack place.</p> <p>Surrounding land uses: The property to the north includes single-family residences, manufactured homes and vacant property. The property to the east includes single-family residences and manufactured homes. South of the property includes Heights Meat Market, El y Ella Beauty Shop, manufactured homes and single-family residences. West of the property are single-family residences, manufactured homes, Uniform shop, and Tarver Elementary School.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Locust Street.</p> <p>Letters sent to surrounding property owners: 35 In Favor: 3 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. Although, the change is not consistent with the Comprehensive Plan’s designation for this area as Low Density Residential, the proposed change is compatible with the existing uses and the property and across the street to the south.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 1 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

B-1 (Limited Commercial District): The purpose of the B-1 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?

No, the established land use pattern includes a neighborhood meat market.

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

No, there is a B-1 district across the street to the south.

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 allows for only a parking lot.

ORDINANCE NO. 2010-O-086

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 8, BLOCK 536, EASTERN DIVISION, LOCATED AT 902 & 904 E. LOCUST STREET, FROM B-1 SUZD (LIMITED COMMERCIAL DISTRICT – SPECIAL USE ZONING DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT) AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a zone change has been requested by the owners of Lot 8, Block 536, Eastern Division, located at 902 & 904 E. Locust Street, from B-1 SUZD (Limited Commercial District – Special Use Zoning 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 June 3, 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 June 21, 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 8, Block 536, Eastern Division, located at 902 & 904 E. Locust Street, from B-1 SUZD (Limited Commercial District – Special Use Zoning District) to B-1 (Limited Commercial District).

COUNCIL COMMUNICATION

<p>Date: 07/06/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2008-O-087 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 6.2 acres, as further described by metes and bounds in attached Exhibit "A", located at 9600 McPherson Road, from R-O (Residential/Office District) to B-3 (Community Business District); providing for publication and effective date.</p> <p align="right">ZC-24-2010</p>
<p>Initiated by: Armando E. Garcia</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Gene Belmares at the regular meeting of June 21, 2010.</p>	
<p>BACKGROUND</p> <p>Council District: VI – Gene Belmares</p> <p>Proposed use: Commercial</p> <p>Site: vacant</p> <p>Surrounding land uses: The land adjacent to the east of the site is vacant. South of the site is vacant land. The land west of the site includes Tony Aldape Goodyear Tires, Average Joe’s, Robert’s Medicine Shoppe, Fonda Don Martin and a vacant commercial structure. North of the site are Danny’s Restaurant, Tri-state staffing, Melodia Music Academy and Landmark Town homes.</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 McPherson Road as a Major Arterial.</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 proposed change is consistent with the Comprehensive Plan’s designation for this area as Retail/Office. This area of McPherson Road is following a pattern of commercial development and zoning.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in an 8 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 is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?

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

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

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

Will change adversely influence living conditions in the neighborhood?

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

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

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

COUNCIL COMMUNICATION

<p>Date: 07/06/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-088</p> <p>Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for electronic displays on Lots 1, 2, 8, 9 and 10, Block 281, Western Division, located at 1 South Main Avenue; providing for publication and effective date.</p> <p align="right">ZC-27-2010</p>
<p>Initiated by: Andalay Ltd.</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: This item was introduced by Cynthia Liendo Espinoza at the regular meeting of June 21, 2010.</p>	
<p>BACKGROUND</p> <p>Council District: VIII – Cynthia Liendo Espinoza</p> <p>Proposed use: Electronic Display at top of existing hotel structure</p> <p>Site: The site is occupied by Hotel Rio.</p> <p>Surrounding land uses: To the north is River Drive Mall, single-family residences, Encino parking, Universal Guns & Ammo and La Moreliana Paeteria. To the west are a vacant lot, Hotel Rio parking, Miller & Garcia-Cano PC Attorneys, and a vacant commercial structure. To the east is a single-family residence and parking lots. To the south are an UETA parking lot and City of Laredo Park.</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 Main Avenue.</p> <p>Letters sent to surrounding property owners: 8 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.</p> <p>Staff supports the issuance of an SUP for electronic devices and recommends that the following conditions be attached to the issuance of an SUP:</p> <p align="right">(Continued on next page)</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in an 8 to 0 vote, recommended approval of the Special Use Permit.</p>	<p>STAFF RECOMMENDATION: Staff supports the Special Use Permit.</p>

COUNCIL COMMUNICATION

Staff Comments (cont.)

1. The Special Use Permit is issued to Andalay Ltd., and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
3. The display must allocate not less than 10% of all display time to public promotion and public service announcements approved by City Council, at no charge. Such time shall be distributed evenly during daylight and evening hours.
4. The display is equipped to present emergency warnings approved by the City as part of its Disaster Preparedness Plan. Activation of such emergency warnings shall be approved by the Fire Chief, with notice to the City Manager and the Mayor.
5. The electronic display shall be mounted such as not to direct light to adjacent single-family residences.

ORDINANCE NO. 2010-O-088

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO AUTHORIZING A SPECIAL USE PERMIT FOR ELECTRONIC DISPLAYS ON LOTS 1, 2, 8, 9 AND 10, BLOCK 281, WESTERN DIVISION, LOCATED AT 1 SOUTH MAIN AVENUE AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for a Special Use Permit for electronic displays on Lots 1, 2, 8, 9 and 10, Block 281, Western Division, located at 1 South Main Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 20, 2010; and,

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

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

WHEREAS, the City Council has held a public hearing on June 21, 2010, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for electronic displays on Lots 1, 2, 8, 9 and 10, Block 281, Western Division, located at 1 South Main Avenue.

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

Section 3: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Andalay Ltd., and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.

3. The display must allocate not less than 10% of all display time to public promotion and public service announcements approved by City Council, at no charge. Such time shall be distributed evenly during daylight and evening hours.
4. The display is equipped to present emergency warnings approved by the City as part of its Disaster Preparedness Plan. Activation of such emergency warnings shall be approved by the Fire Chief, with notice to the City Manager and the Mayor.
5. The electronic display shall be mounted such as not to direct light to adjacent single-family residences.

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

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 7/06/2010	SUBJECT: Resolution #2010-R-059 Authorizing the City Manager to apply for a grant in the amount of \$736,104 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2011 through December 31, 2011 Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2011 through December 31, 2011.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Carlos R. Maldonado Chief of Police
PREVIOUS COUNCIL ACTION: None	
ACTION PROPOSED: That City Council pass this Resolution.	
BACKGROUND: The City of Laredo has been the Grantee agency for the past nineteen years of the Laredo Police Multi-Agency Financial Disruption Task Force and The Drug Related Public Corruption Task Force. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations. Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).	
FINANCIAL: Financial Task Force \$736,104 Public Corruption \$ 99,916 See attachment	
RECOMMENDATION:	STAFF: Staff recommends that this Resolution be passed.

Resolution 2010-R-059

Authorizing the City Manager to apply for a grant in the amount of \$736,104 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2011 through December 31, 2011. Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, travel and operating expenses from January 1, 2011 through December 31, 2011.

Whereas, the City Council previously adopted the budget for fiscal year 2010-2011; and

Whereas, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

Whereas, the Chief of Police recommends that this award be accepted; and

Whereas, funds will be used to pay personnel salaries, for 7 investigators, 1 full time administrative assistant, 1 part time administrative assistant and travel; and

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

Section 1: Authorizing the City Manager to apply for a grant in the amount of \$736,104 to fund the Laredo Financial Disruption Task Force and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, overtime, travel and operating expenses from January 1, 2011 through December 31, 2011.

Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2011 through December 31, 2011.

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:

Valeria M. Acevedo
RAUL CASSO
CITY ATTORNEY

Laredo Financial Narcotics Enforcement Task Force
 Laredo Police Department - City of Laredo G11SS0001A
 Laredo Police Department

Personnel

Position	# Positions	Total Salary	Prior Year Budgets	
			2010	2009
Administrative Staff	1	6946	6946	6615
Analyst - Criminal	0	0	0	0
Analyst - Intelligence	0	0	0	0
Analyst - Program	0	0	0	0
Attorney	0	0	0	0
Coordinator	0	0	0	0
Counselor	0	0	0	0
Director	0	0	0	0
Director - Demand Reduction	0	0	0	0
Director - Deputy	0	0	0	0
Director - Investigative Support Center	0	0	0	0
Financial Manager	0	0	0	0
Financial Staff	1	46592	46592	44990
Information Technology Manager	0	0	0	0
Information Technology staff	0	0	0	0
Investigative - Law Enforcement Officer	7	409887	401772	406623
Investigative - Support	0	0	0	0
Paralegal & Support	0	0	0	0
Specialist	0	0	0	0
Therapist	0	0	0	0
Training Coordinator	0	0	0	0
Training Staff	0	0	0	0
Total	8.5	463425	455310	458228

Fringe

Name/Position	Amount	Total Benefits	Prior Year Budgets	
			2010	2009
Administrative staff	1	1898	2084	1609
Analyst - Criminal	0	0	0	0

Analyst - Intelligence	0	0	0	0
Analyst - Program	0	0	0	0
Attorney	0	0	0	0
Coordinator	0	0	0	0
Counselor	0	0	0	0
Director	0	0	0	0
Director - Demand Reduction	0	0	0	0
Director - Deputy	0	0	0	0
Director - Investigative Support Center	0	0	0	0
Financial Manager	0	0	0	0
Financial staff	1	13978	13978	13498
Information Technology Manager	0	0	0	0
Information Technology staff	0	0	0	0
Investigative - Law Enforcement Officer	7	142067	120531	134313
Investigative - support	0	0	0	0
Overtime	0	0	0	0
Paralegal & support	0	0	0	0
Specialist	0	0	0	0
Therapist	0	0	0	0
Training Coordinator	0	0	0	0
Training staff	0	0	0	0
Total	8.5	157943	136593	149420

Overtime

Position	# Positions	Total Amount	Prior Year Budgets	
			2010	2009
Investigative - Law Enforcement Officer	7	30550	52500	45376
Support	0	0	0	0
Total	7	30550	52500	45376

Travel

Purpose	# Positions	Total Amount	Prior Year Budgets	
			2010	2009
Administrative	10	5000	10000	3500
Investigative/Operational	10	6500	6500	6500

Training	10	6000	6000	0
Total	30	17500	22500	10000

Facilities

Description	# Leases	Total Amount	Prior Year Budgets	
			2010	2009
Improvements		0	0	0
Lease	0	0	0	0
Support		0	0	0
Utilities		0	0	0
Total	0	0	0	0

Services

Description and Quantity	# Services	Total Amount	Prior Year Budgets	
			2010	2009
Aviation		0	0	0
Communications - data lines		4116	4116	4100
Communications - mobile phones & pagers		13884	13884	13900
Communications - office phones		6000	6000	6900
Contractor - Administrative staff	0	0	0	0
Contractor - Analyst - Criminal	0	0	0	0
Contractor - Analyst - Intelligence	0	0	0	0
Contractor - Analyst - Program	0	0	0	0
Contractor - Attorney	0	0	0	0
Contractor - Coordinator	0	0	0	0
Contractor - Counselor	0	0	0	0
Contractor - Director	0	0	0	0
Contractor - Director - Demand Reduction	0	0	0	0
Contractor - Director - Deputy	0	0	0	0
Contractor - Director - ISC	0	0	0	0
Contractor - Financial Manager	0	0	0	0
Contractor - Financial staff	0	0	0	0
Contractor - Information Technology Manager	0	0	0	0
Contractor - Information Technology staff	0	0	0	0
Contractor - Investigative - LEO	0	0	0	0

Contractor - Investigative - support	0	0	0	0
Contractor - Paralegal & support	0	0	0	0
Contractor - Specialist	0	0	0	0
Contractor - Therapist	0	0	0	0
Contractor - Training Coordinator	0	0	0	0
Contractor - Training staff	0	0	0	0
Deconfliction services		0	0	0
Equipment rentals		0	0	0
Insurance		0	0	0
Insurance - Director's liability		0	0	0
Investigative services		0	0	0
National security clearance (DHS)	0	0	0	0
Printing & document support		270	0	0
Service contracts		6504	6504	6500
Service contracts: treatment/prevention/demand red		0	0	0
Shipping & postage		0	516	280
Software - maintenance		0	0	0
Subscriptions - database		0	0	0
Subscriptions - publications		0	0	0
Training		1340	0	0
Vehicle allowance	0	0	0	0
Vehicle lease - passenger	0	0	0	0
Vehicle lease - specialty	0	0	0	0
Total	0	32114	31020	31680

Equipment

Description	# Equipment	Total Amount	Prior Year Budgets	
			2010	2009
Communications - data lines		0	0	0
Communications - mobile phones & pagers		0	0	0
Communications - office phones		0	0	0
Communications - radios		0	0	0
Computers - desktop, laptop & notebook		0	0	0
Computers - networking devices		0	0	0
Computers - peripherals & printers		0	0	0
Office - furniture		0	0	0

Office - machines		0	0	0
Technical investigative equipment		0	0	0
Technical investigative equipment - audio		0	0	0
Technical investigative equipment - visual		0	0	0
Vehicles - passenger	0	0	0	0
Vehicles - specialty	0	0	0	0
Total	0	0	0	0

Supplies

Description	Total Amount	Prior Year Budgets	
		2010	2009
Investigative/operational	25572	25572	25000
Office	4000	7609	5400
Software - licenses	0	0	0
Treatment, prevention, demand reduction	0	0	0
Total	29572	33181	30400

Other

Description	Total Amount	Prior Year Budgets	
		2010	2009
Administrative costs	0	0	0
PE/PI/PS	5000	5000	5000
FringeType	0	0	0
Total	5000	5000	5000

Grand Total	54	736104	736104	730104
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**Multi-Agency Drug Related Public Corruption TF
Laredo Police Department - City of Laredo G11SS0001A
Laredo Police Department**

Personnel

Position	# Positions	Total Salary	Prior Year Budgets	
			2010	2009
Administrative Staff	0	0	0	0
Analyst - Criminal	0	0	0	0
Analyst - Intelligence	0	0	0	0
Analyst - Program	0	0	0	0
Attorney	0	0	0	0
Coordinator	0	0	0	0
Counselor	0	0	0	0
Director	0	0	0	0
Director - Demand Reduction	0	0	0	0
Director - Deputy	0	0	0	0
Director - Investigative Support Center	0	0	0	0
Financial Manager	0	0	0	0
Financial Staff	0	0	0	0
Information Technology Manager	0	0	0	0
Information Technology staff	0	0	0	0
Investigative - Law Enforcement Officer	0	0	0	0
Investigative - Support	0	0	0	0
Paralegal & Support	0	0	0	0
Specialist	0	0	0	0
Therapist	0	0	0	0
Training Coordinator	0	0	0	0
Training Staff	0	0	0	0
Total	0	0	0	0

Fringe

Name/Position	Amount	Total Benefits	Prior Year Budgets	
			2010	2009
Administrative staff	0	0	0	0
Analyst - Criminal	0	0	0	0

Analyst - Intelligence	0	0	0	0
Analyst - Program	0	0	0	0
Attorney	0	0	0	0
Coordinator	0	0	0	0
Counselor	0	0	0	0
Director	0	0	0	0
Director - Demand Reduction	0	0	0	0
Director - Deputy	0	0	0	0
Director - Investigative Support Center	0	0	0	0
Financial Manager	0	0	0	0
Financial staff	0	0	0	0
Information Technology Manager	0	0	0	0
Information Technology staff	0	0	0	0
Investigative - Law Enforcement Officer	0	11874	11874	11880
Investigative - support	0	0	0	0
Overtime	0	0	0	0
Paralegal & support	0	0	0	0
Specialist	0	0	0	0
Therapist	0	0	0	0
Training Coordinator	0	0	0	0
Training staff	0	0	0	0
Total	0	11874	11874	11880

Overtime

Position	# Positions	Total Amount	Prior Year Budgets	
			2010	2009
Investigative - Law Enforcement Officer	0	39550	39550	39600
Support	0	0	0	0
Total	0	39550	39550	39600

Travel

Purpose	# Positions	Total Amount	Prior Year Budgets	
			2010	2009
Administrative	0	0	0	0
Investigative/Operational	0	0	0	0

Training	0	4000	0	0
Total	0	4000	0	0

Facilities

Description	# Leases	Total Amount	Prior Year Budgets	
			2010	2009
Improvements		0	0	0
Lease	0	0	0	0
Support		0	0	0
Utilities		0	0	0
Total	0	0	0	0

Services

Description and Quantity	# Services	Total Amount	Prior Year Budgets	
			2010	2009
Aviation		0	0	0
Communications - data lines		0	0	0
Communications - mobile phones & pagers		5004	5004	5000
Communications - office phones		0	0	0
Contractor - Administrative staff	0	0	0	0
Contractor - Analyst - Criminal	0	0	0	0
Contractor - Analyst - Intelligence	0	0	0	0
Contractor - Analyst - Program	0	0	0	0
Contractor - Attorney	0	0	0	0
Contractor - Coordinator	0	0	0	0
Contractor - Counselor	0	0	0	0
Contractor - Director	0	0	0	0
Contractor - Director - Demand Reduction	0	0	0	0
Contractor - Director - Deputy	0	0	0	0
Contractor - Director - ISC	0	0	0	0
Contractor - Financial Manager	0	0	0	0
Contractor - Financial staff	0	0	0	0
Contractor - Information Technology Manager	0	0	0	0
Contractor - Information Technology staff	0	0	0	0
Contractor - Investigative - LEO	0	0	0	0

Contractor - Investigative - support	0	0	0	0
Contractor - Paralegal & support	0	0	0	0
Contractor - Specialist	0	0	0	0
Contractor - Therapist	0	0	0	0
Contractor - Training Coordinator	0	0	0	0
Contractor - Training staff	0	0	0	0
Deconfliction services		0	0	0
Equipment rentals		0	0	0
Insurance		0	0	0
Insurance - Director's liability		0	0	0
Investigative services		0	0	0
National security clearance (DHS)	0	0	0	0
Printing & document support		0	0	0
Service contracts		0	0	0
Service contracts: treatment/prevention/demand red		0	0	0
Shipping & postage		0	0	0
Software - maintenance		0	0	0
Subscriptions - database		0	0	0
Subscriptions - publications		0	0	0
Training		0	0	0
Vehicle allowance	0	0	0	0
Vehicle lease - passenger	0	28400	32400	32400
Vehicle lease - specialty	0	0	0	0
Total	0	33404	37404	37400

Equipment

Description	# Equipment	Total Amount	Prior Year Budgets	
			2010	2009
Communications - data lines		0	0	0
Communications - mobile phones & pagers		0	0	0
Communications - office phones		0	0	0
Communications - radios		0	0	0
Computers - desktop, laptop & notebook		0	0	0
Computers - networking devices		0	0	0
Computers - peripherals & printers		0	0	0
Office - furniture		0	0	0

Office - machines		0	0	0
Technical investigative equipment		0	0	0
Technical investigative equipment - audio		0	0	0
Technical investigative equipment - visual		0	0	0
Vehicles - passenger	0	0	0	0
Vehicles - specialty	0	0	0	0
Total	0	0	0	0

Supplies

Description	Total Amount	Prior Year Budgets	
		2010	2009
Investigative/operational	11088	11088	11036
Office	0	0	0
Software - licenses	0	0	0
Treatment, prevention, demand reduction	0	0	0
Total	11088	11088	11036

Other

Description	Total Amount	Prior Year Budgets	
		2010	2009
Administrative costs	0	0	0
PE/PI/PS	0	0	0
FringeType	0	0	0
Total	0	0	0
Grand Total	0	99916	99916

COUNCIL COMMUNICATION

DATE 7/6/10	SUBJECT: RESOLUTION NO. 2010-R-060 Accepting an Easement Deed without Warranty for 15' area from the United States of America. This Easement is revised to include the purpose of operating, maintaining, inspecting, replacing, constructing, upgrading and repairing Storm and Sanitary Sewer Infrastructure. The said Easement is a 15' area, more or less out of a portion between Block K and L, conveyed to the United States of America in Volume 230, Page 361, Webb County Deed Record; and described by survey attached as Exhibit "A".	
INITIATED BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Ronnie Acosta, CD Director
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: On February 21, 2003, The United States of America granted to the City of Laredo the right to utilize a 15' area for an underground water line recorded in Volume 1364, Page 278 of the Real Property Records of Webb County, Texas. The existing easement is a water line utility easement granted in 2003. The City respectfully requested this same Easement to be revised to include the operating, maintaining, inspecting, replacing, constructing, upgrading and repairing Storm and Sanitary Sewer Infrastructure. The United States of America has executed an Easement Deed without Warranty instrument as described on attached Exhibit "A". Accordingly, it is in the best interest of the City of Laredo to accept the above referenced easement to allow City Sewer & Storm Drain Improvements to proceed.		
FINANCIAL IMPACT: None		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Staff recommends approval of Resolution.

RESOLUTION NO. 2010-R-060

ACCEPTING AN EASEMENT DEED WITHOUT WARRANTY FOR 15' AREA FROM THE UNITED STATES OF AMERICA. THIS EASEMENT IS REVISED TO INCLUDE THE PURPOSE OF OPERATING, MAINTAINING, INSPECTING, REPLACING, CONSTRUCTING, UPGRADING AND REPAIRING STORM AND SANITARY SEWER INFRASTRUCTURE. THE SAID EASEMENT IS A 15' AREA, MORE OR LESS OUT OF A PORTION BETWEEN BLOCK K AND L, CONVEYED TO THE UNITED STATES OF AMERICA IN VOLUME 230, PAGE 361, WEBB COUNTY DEED RECORD; AND DESCRIBED BY SURVEY ATTACHED AS EXHIBIT "A".

WHEREAS, On February 21, 2003, The United States of America granted to the City of Laredo the right to utilize a 15' area for an underground water line recorded in Volume 1364, Page 278 of the Real Property Records of Webb County, Texas; and

WHEREAS, the existing easement is a water line utility easement granted in 2003. The City respectfully requested this same Easement to be revised to include the operating, maintaining, inspecting, replacing, constructing, upgrading and repairing Storm and Sanitary Sewer Infrastructure; and

WHEREAS, The United States of America has executed an Easement Deed without Warranty conveyance instrument as described on attached Exhibit A; and

WHEREAS, accordingly, it is in the best interest of the City of Laredo to accept the above referenced easement.

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

SECTION 1: Accepting an Easement Deed without Warranty for 15' area from the United States of America. This Easement is revised to include the purpose of operating, maintaining, inspecting, replacing, constructing, upgrading and repairing Storm and Sanitary Sewer Infrastructure. The said Easement is a 15' area, more or less out of a portion between Block K and L, conveyed to the United States of America in Volume 230, Page 361, Webb County Deed Record; and described by survey attached as Exhibit "A".

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

By: _____
Nathan Bratton
Assistant City Attorney

CITY OF LAREDO, TEXAS

UNITED STATES OF AMERICA

**EASEMENT DEED WITHOUT WARRANTY
GS-07B-99142**

STATE OF TEXAS X

COUNTY OF WEBB X

WHEREAS, the United States of America issued an Easement Deed Without Warranty dated February 21, 2003, that granted the CITY OF LAREDO, a municipal corporation (“GRANTOR”) the right to utilize a 15’ area for the purpose of operating, maintaining, inspecting, replacing, constructing, upgrading, and repairing an underground water line, said instrument being recorded in Volume 1364, page 278 of the Real Property Records of Webb County, Texas;

WHEREAS, the City of Laredo has requested to use the same 15’ area for the purpose of operating, maintaining, inspecting, replacing, constructing, upgrading and repairing storm and sanitary sewer infrastructure in the same area.

WHEREAS, such service may further the purposes of the Lincoln & Juarez Border Station in the future and may thus benefit the United States of America.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS, that the United States of America acting by and through the Administrator of the General Services Administration under and pursuant to the authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (40 U.S.C. 101, et seq.), and rules orders and regulations issued pursuant thereto, and the Act of October 23, 1962, (76 Stat. 1129, 40 U.S.C. 1314), (hereinafter sometimes called “Grantor”), for and in consideration of the premises, does by these presents bargain, sell, grant and convey, without warranty, express

or implied, unto the said City of Laredo, (hereinafter sometimes called "Grantee"), its successors and assigns, subject to the reservations, exceptions, conditions and covenants hereinafter set forth, a non-exclusive easement, revised effective May 5, 2010. as follows:

The nonexclusive easement and right for the purpose of operating, maintaining, inspecting, replacing, constructing, upgrading and repairing storm and sanitary sewer infrastructure in, over, under and across the 15' easement area shown in Exhibit "A" and adjacent areas which Grantee has the right to use.

The easement rights herein conveyed are non-exclusive rights, and the United States reserves unto itself, its officers, agents, and employees, the right to construct, operate, repair, upgrade, use and maintain across, on, over and/or under the easement lands herein described water service and storm drain service, electrical service, distribution and/or transmission lines, telephone lines, telegraph lines, parking lots, roads, and sidewalks, and the United States further reserves the right to grant to others a non-exclusive easement right for such similar purposes. Provided, however, that such use by Grantor or its successors or assigns shall not interfere with Grantee's exercise of the rights hereby granted. The United States further reserves the right to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes, to make inspections, or to make any other use of the lands as may be necessary in connection with Government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

Grantee, by the acceptance of this easement covenants for itself and its successors and contractors to restore and repair any and all United states-owned property affected by the Grantee's improvements. The Grantee shall be responsible for any damage that may be caused

to the property of the United states by the activities of the Grantee pursuant to this easement and shall exercise due diligence in the protection of all property located on the Premises against damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the General Services Administration (GSA), or at the election of GSA, reimbursement made thereof by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to GSA.

To the extent permitted by relevant law, the Grantee, by the acceptance of this easement, covenants for itself and its successors and contractors to indemnify and hold harmless the United States of America from and against all claims, demands, and suit arising out of or incidental to the use of the Premises by Grantee, its successors, assigns, agents and contractors.

This conveyance is made and accepted subject to all other existing easements for roads and highways, railroads, sewer lines, water lines, gas lines, telephone lines, electrical service, distribution and/or transmission lines, irrigation lines and other pipelines and utilities which appear of record in the Real Property records of Webb County, Texas.

This easement will be terminated in whole or in part if there has been (a) failure to comply with any terms or conditions of the grant; or (b) a nonuse of the easement of a consecutive two-year period off the purpose for which granted; or (c) an abandonment of the easement, provided that written notice by Grantor of such termination shall be given to the Grantee or its assigns, and such termination shall only be effective as of the date of such notice.

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the City of Laredo, 1301 Farragut, Laredo, Texas 78042-1276,

and if to the United States, to the General Services Administration, Public Building Service, Site Acquisition Staff, 819 Taylor Street, Room 12B1, Fort Worth, Texas 76102, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**IN CASE OF AN EMERGENCY, NOTIFY GRANTOR AT THE FOLLOWING TELEPHONE NUMBERS:
1-877-437-7411 (FEDERAL PROTECTIVE SERVICE MEGACENTER) AND -1-956-726-2204 x 221 (GSA BUILDING MANAGER)**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

Without prior written approval from GSA, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

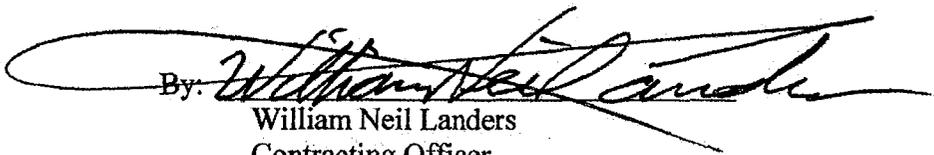
The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics mains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall

immediately notify GSA and protect the site and material from further disturbance until a GSA representative gives clearance to proceed.

TO HAVE AND TO HOLD the foregoing easement and rights unto said Grantee, its successors and assigns, for a period of twenty (20) years, commencing on May 25, 2010 and terminating on May 24, 2020, subject to the exceptions, reservations, covenants and conditions herein contained.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused this instrument to be executed this 20th day of May 2010.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

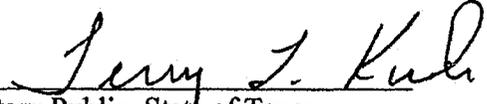
By: 

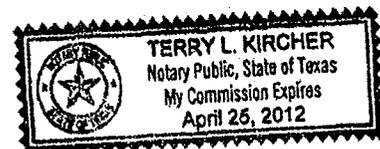
William Neil Landers
Contracting Officer
Greater Southwest Region
General Services Administration
Fort Worth, Texas

THE STATE OF TEXAS X

COUNTY OF TARRANT X

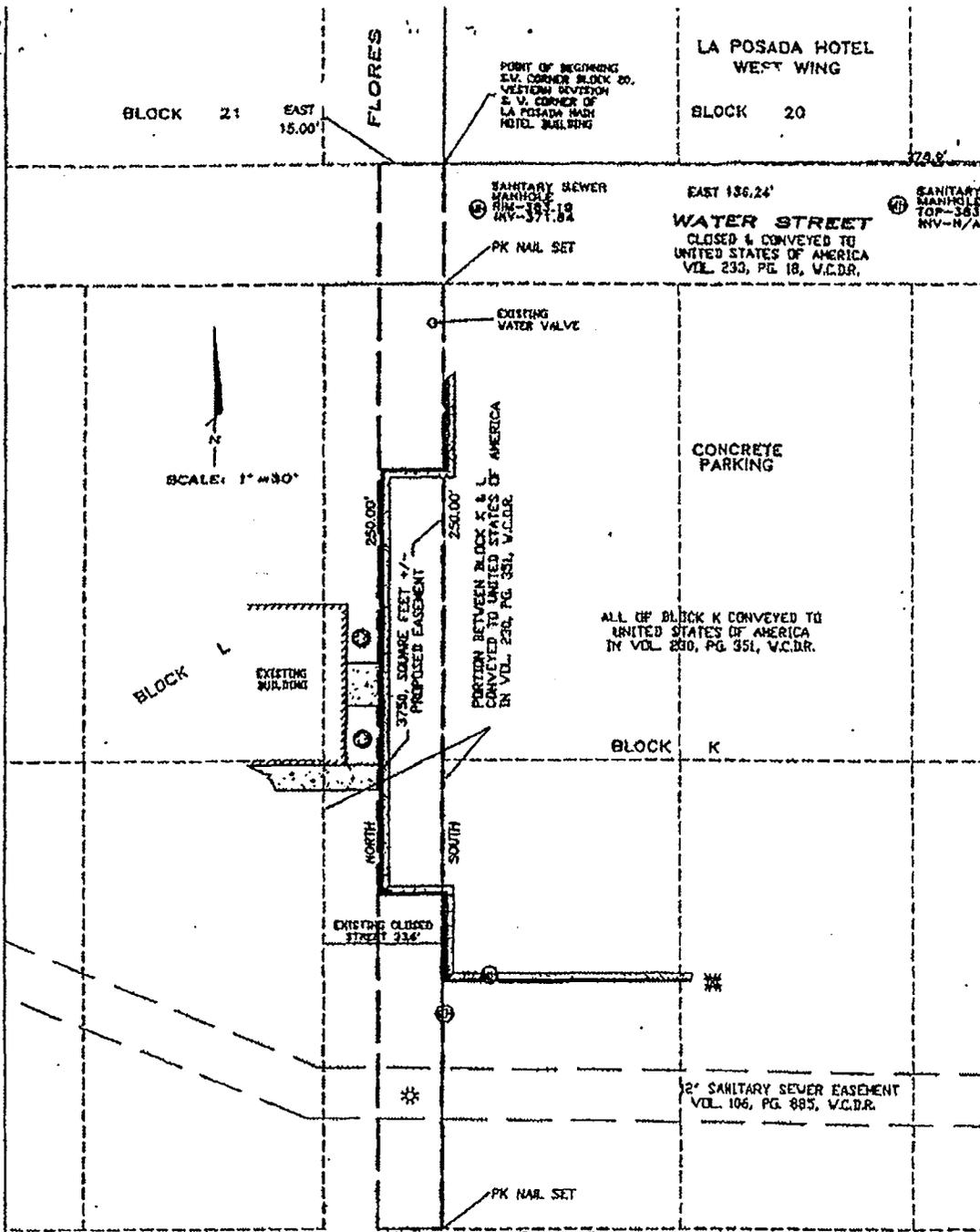
This instrument was acknowledged before me on the 20th day of May, 2010, by William Neil Landers, Contracting Officer of the U.S. General Services Administration, on behalf of the United States of America.


Notary Public, State of Texas



After recording, please return to:

William Neil Landers
Contracting Officer
General Services Administration
819 Taylor Street – Room 12A01
Fort Worth, TX 76102



LEGEND:

- LIGHT
- ▽ FIRE HYDRANT
- WATER VALVE
- ◇ TREE
- ▭ CONCRETE AREA
- ⊙ TELEPHONE JUNCTION BOX
- MANHOLE

MEJIA ENGINEERING COMPANY
 1202 HOUSTON STREET, SUITE 200
 LAREDO, TEXAS 78040
 OFFICE: (956) 723-5057
 FAX: (956) 725-7070

SKETCH OF 15' UTILITY EASEMENT OUT OF FLORES (CLOSED) LAREDO TEXAS

EXHIBIT A

DESIGN BY:	WRJ
CHECKED BY:	
APPROVED BY:	
DATE:	SEPT. 30, 2002
JOB #:	
FILE NAME:	ESMT
SHEET	1 OF 1

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CITY OF LAREDO

ENGINEERING DEPARTMENT

May 14, 2010

Gabriel Vargas
Border Service Center
General Services Administration
1300 Victoria -Room 1172
Laredo, Texas 78040

RE: Flores Avenue Drainage Improvements Project
Easement along Flores

Dear Mr. Vargas:

The City has awarded a construction contract to MDA, Inc. of Houston, Texas for the replacement of underground Storm, Water and Sanitary Sewer lines.

The contractor will be submitting Authorization for Release of Information Forms in order to be processed for security clearance by GSA.

In existence is a water line utility easement dated Feb. 21, 2003. The City is respectfully requesting if we may re-use the same easement for the purpose of performing maintenance/replacement work on this and other facilities in the same area, namely, the storm and sanitary sewer infrastructure.

Should you have any questions, or need additional information, please feel free to call.

Sincerely,

Gabriel Martinez, PE
Assistant City Engineer

EASEMENT DEED WITHOUT WARRANTY

STATE OF TEXAS

§
§
§
§

COUNTY OF WEBB

WHEREAS, the United States of America and the City of Laredo, a home rule city and political subdivision of the State of Texas whose address is 1301 Farragut, Laredo, Texas 78042-1276, have mutual interests and benefits in and from the upgrade and maintenance of the existing underground water line that currently crosses the Lincoln & Juarez Border Station area without an express easement; and

WHEREAS, to upgrade and maintain the underground water line, the City of Laredo needs an easement to use portions of the Federal Site; and

WHEREAS, the City of Laredo has requested that the United States of America grant it a 15' easement as depicted in Exhibit "A" which is attached hereto and incorporated by reference for all purposes, hereinafter referred to as the Premises, being a portion of the tract conveyed to the United States of America by Warranty Deed recorded in Volume 230, Page 351 of the Real Property Records of Webb County, Texas, for the purpose of operating, maintaining, inspecting, replacing, construction, upgrading, and repairing an underground water line; and

WHEREAS, such service may further the purposes of the Lincoln & Juarez Border Station in the future and may thus benefit the United States of America;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS, that the United States of America, acting by and through the Administrator of the General Services Administration under and pursuant to the authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (40 U.S.C. 471, et seq.), and rules, orders and regulations issued pursuant thereto, and

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the Act of October 23, 1962, (76 Stat. 1129, 40 U.S.C. 319-319c), (hereinafter sometimes called "Grantor"), for and in consideration of the premises, does by these presents bargain, sell, grant and convey, without warranty, express or implied, unto the said City of Laredo, (hereinafter, sometimes called "Grantee"), its successors and assigns, subject to the reservations, exceptions, conditions and covenants hereinafter set forth, a non-exclusive easement, commencing on January 15, 2003, as follows:

The nonexclusive easement and right for the construction and operation of an underground water line and all necessary and desirable appurtenances thereto, together with the right of ingress and egress over, across, upon, under and along said easement, for the purpose of constructing, operating, reconstructing, maintaining, burying and replacing the underground water line (including necessary ditching and backfilling), enlarging, patrolling, repairing, maintaining, inspecting and removing the underground water line and all appurtenances thereto, over, under, across and upon the easement area, being shown in Exhibit "A".

The easement rights herein conveyed are non-exclusive rights, and the United States reserves unto itself, its officers, agents, and employees, the right to construct, operate, repair, upgrade, use and maintain across, on, over and/or under the easement lands herein described water service, electrical service, distribution and/or transmission lines, telephone lines, telegraph lines, parking lots, roads, and sidewalks, and the United States further reserves the right to grant to others a non-exclusive easement right for such similar purposes. Provided, however, that such use by Grantor or its successors or assigns shall not interfere with Grantee's exercise of the rights hereby granted. The United States further reserves the right to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes, to make inspections, or to make any other use of the lands as may be necessary in connection with Government purposes, and the Grantee shall have no

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claim for damages on account thereof against the United States or any officer, agent or employee thereof.

Grantee, by the acceptance of this easement covenants for itself and its successors and contractors to restore and repair any and all United States-owned property affected by the Grantee's improvements. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee pursuant to this easement and shall exercise due diligence in the protection of all property located on the Premises against damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the General Services Administration (GSA), or at the election of GSA, reimbursement made thereof by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to GSA.

To the extent permitted by relevant law, the Grantee, by the acceptance of this easement, covenants for itself and its successors and contractors to indemnify and hold harmless the United States of America from and against all claims, demands, and suits arising out of or incidental to the use of the Premises by Grantee, its successors, assigns, agents and contractors.

This conveyance is made and accepted subject to all other existing easements for roads and highways, railroads, sewer lines, water lines, gas lines, telephones lines, electrical service, distribution, and/or transmission lines, irrigation lines and other pipelines and utilities which appear of record in the Real Property records of Webb County, Texas.

This easement will be terminated in whole or in part if there has been (a) failure to comply with any terms or conditions of the grant; or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted; or (c) an

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abandonment of the easement, provided that written notice by Grantor of such termination shall be given to the Grantee or its assigns, and such termination shall only be effective as of the date of such notice.

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the City of Laredo, 1301 Farragut, Laredo, Texas 78042-1276, and if to the United States, to the General Services Administration, Public Buildings Service, Site Acquisition Staff, 819 Taylor Street, Room 12A12, Fort Worth, Texas 76102, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

Without prior written approval from GSA, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify GSA and protect the site and material from further disturbance until a GSA representative gives clearance to proceed.

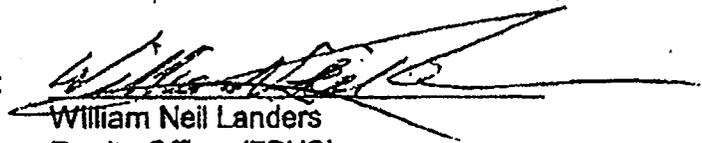
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TO HAVE AND TO HOLD the foregoing easement and rights unto said Grantee, its successors and assigns, for a period of twenty (20) years, commencing on February 21, 2003 and terminating on February 21, 2023, subject to the exceptions, reservations, covenants and conditions herein contained.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused this instrument to be executed this 21st day of February 2003.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By:



William Neil Landers
Realty Officer (7PNS)
Greater Southwest Region
General Services Administration
Fort Worth, Texas

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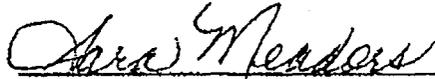
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THE STATE OF TEXAS X

COUNTY OF TARRANT X

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared NEIL LANDERS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Realty Officer, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States Of America and of the Administrator of General Services and that she executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 21st day of February 2003.

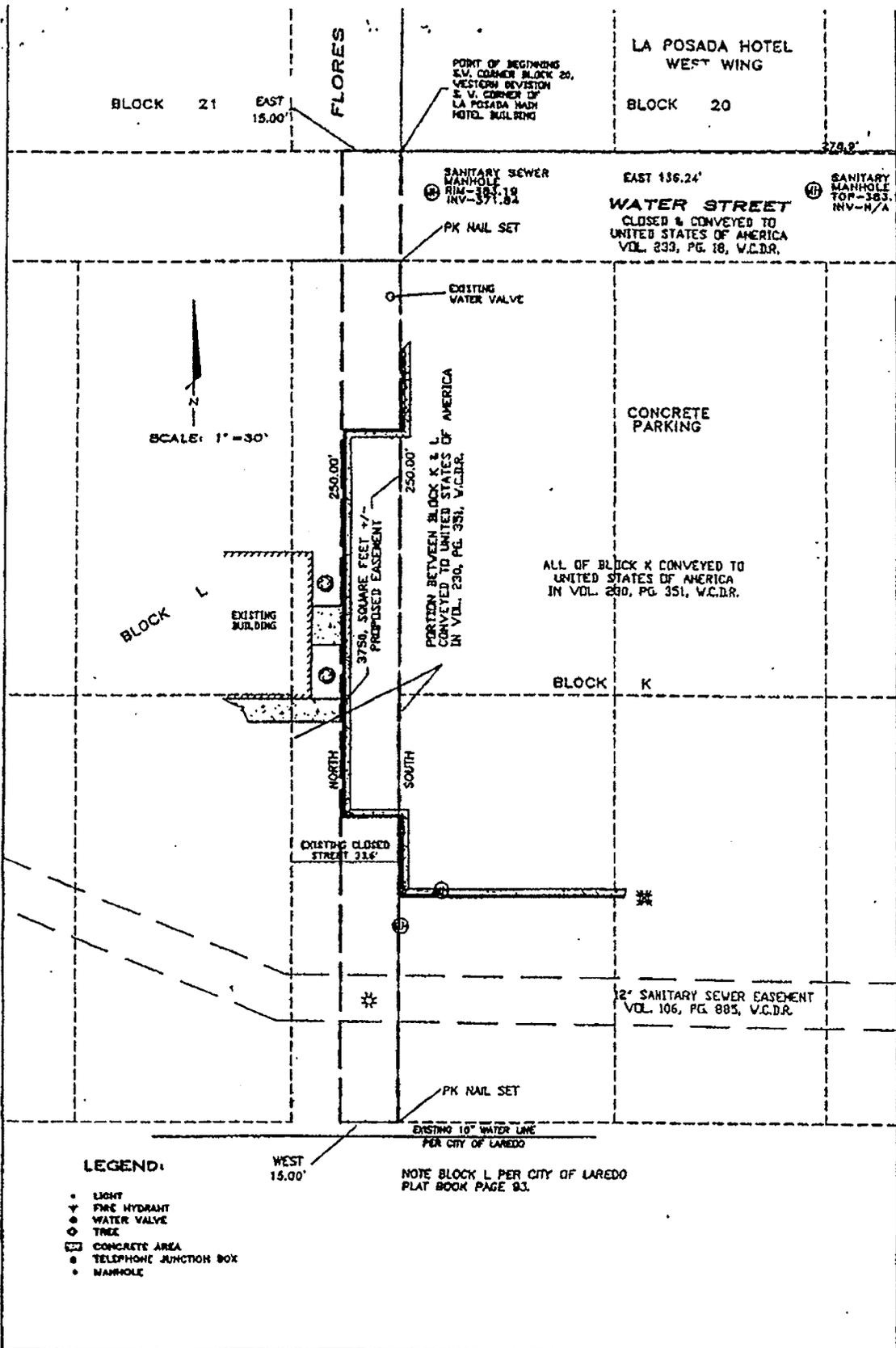


Notary Public, State of Texas



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LEGEND:

- LIGHT
- FIRE HYDRANT
- WATER VALVE
- TREE
- ▭ CONCRETE AREA
- TELEPHONE JUNCTION BOX
- MANHOLE

MEJIA ENGINEERING COMPANY

1202 HOUSTON STREET, SUITE 200
 LAREDO, TEXAS 78040
 OFFICE: (956) 725-5057
 FAX: (956) 725-7070

SKETCH OF 15' UTILITY EASEMENT OUT OF (CLOSED) FLORES STREET, LAREDO, TEXAS

EXHIBIT A

DESIGN BY:	WRJ
CHECKED BY:	
APPROVED BY:	
DATE:	SEPT. 30, 2002
JOB #:	
FILE NAME:	CSNT
SHEET	1 of 1

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COUNCIL COMMUNICATION

DATE 07/06/2010	SUBJECT: RESOLUTION NO. 2010-R- 061 Authorizing the purchase of the surface only of 1.4 acres of land from Andrea Trevino, Norma S. Herrera, Velia C. Herrera, Jeffrey J. Czar, Cesareo R. Porras and Armando E. Garcia as described by metes and bounds in the attached exhibit for the purpose of providing for municipal improvements. The purchase of this tract in the amount of \$40,000.00 plus applicable closing costs is made possible through funding from Environmental Services -2007 C.O.	
INITIATE BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Ronnie Acosta, Community Development Director Riazul Mia, Environmental Services Director
PREVIOUS COUNCIL ACTION: On April 19, 2010 City Council requested staff to pursue the acquisition of this 1.4 acre tract.		
BACKGROUND: City Council requested staff to negotiate with the property owners to acquire a 1.4 acre tract adjacent to North Central Park to provide for municipal improvements. This 1.4 acre area is being purchased for \$40,000.00 plus applicable closing costs as negotiated with the property owners. The state certified appraised value of this property was recently established at \$42,800.00.		
FINANCIAL IMPACT: Funding for this purchase is available in the Environmental Services -2007 CO Account No. 249-3891-545-9529		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:	

RESOLUTION NO. 2010-R-061

AUTHORIZING THE PURCHASE OF THE SURFACE ONLY OF 1.4 ACRES OF LAND FROM ANDREA TREVINO, NORMA S. HERRERA, VELIA C. HERRERA, JEFFREY J. CZAR, CESAREO R. PORRAS AND ARMANDO E. GARCIA AS DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT FOR THE PURPOSE OF PROVIDING FOR MUNICIPAL IMPROVEMENTS. THE PURCHASE OF THIS TRACT IN THE AMOUNT OF \$40,000.00 PLUS APPLICABLE CLOSING COSTS IS MADE POSSIBLE THROUGH FUNDING FROM ENVIRONMENTAL SERVICES -2007 C.O.

WHEREAS, pursuant to the acquisition of this 1.4 acre parcel for municipal improvements, staff entered into negotiations with the owner; and

WHEREAS, it was agreed that the City will purchase the parcel of 1.4 acres for \$40,000.00; and

WHEREAS, staff recommends that this transaction is in the best interest of the City and it be approved by the City Council.

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

Section 1: It approves of the purchase of the 1.4 acre tract from Andrea Trevino, Norma S. Herrera, Velia C. Herrera, Jeffrey J. Czar, Cesareo R. Porrás and Armando E. Garcia as described by metes and bounds in the attached Exhibit for the purchase price of \$40,000.00 plus applicable closing costs to provide for municipal improvements for the City of Laredo.

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

**LEGAL DESCRIPTION
1.40 ACRES
CITY OF LAREDO
WEBB COUNTY, TEXAS**

A tract of land containing 1.40 acres, more or less, situated in Porcion 22, Dona Maria Jesus Sanchez, Original Grantee, Abstract 277, Webb County, Texas; the 1.40 acre tract, being partly out of a 1.4948 acre tract conveyed to Armando E. Garcia, et al, by Juanita Meza, et al, recorded in Volume 2766, pages 505-523, of the Official Public Records of Webb County, Texas and partly out of the 4.7088 acre tract conveyed to Cesareo R. Porras, et al by Juanita Meza, et al recorded in Volume 821, pages 843-853, Official Public Records of Webb County, Texas, and more particularly described by metes and bounds as follows, to-wit:

Beginning at the northeast corner of a 4.7088 acre tract of land, that bears S 67°-11'-43" W, 56.29 feet from a Point of Reference, being the southeast corner of the San Isidro/McPherson Subdivision No. 3, recorded in Volume 18, pages 50-51 of the Webb County, Texas Plat Records, the northeast corner of the 4.7088 acre tract being the northwest corner of this tract of land and the POINT OF BEGINNING.

THENCE, N 67°-11'-43" E, 56.29 feet, along the southeasterly boundary line of the San Isidro/McPherson Subdivision No. 3, same being the northwesterly boundary line of this tract, to said Point of Reference and a deflection corner to the right of this tract of land;

THENCE, N 67°-16'-21" E, 185.87 feet, along the southeasterly boundary line of the San Isidro Ruidoso Parkway Dedication Plat recorded in Volume 20, pages 91-92, Webb County Plat Records, to the northeast corner of this tract of land;

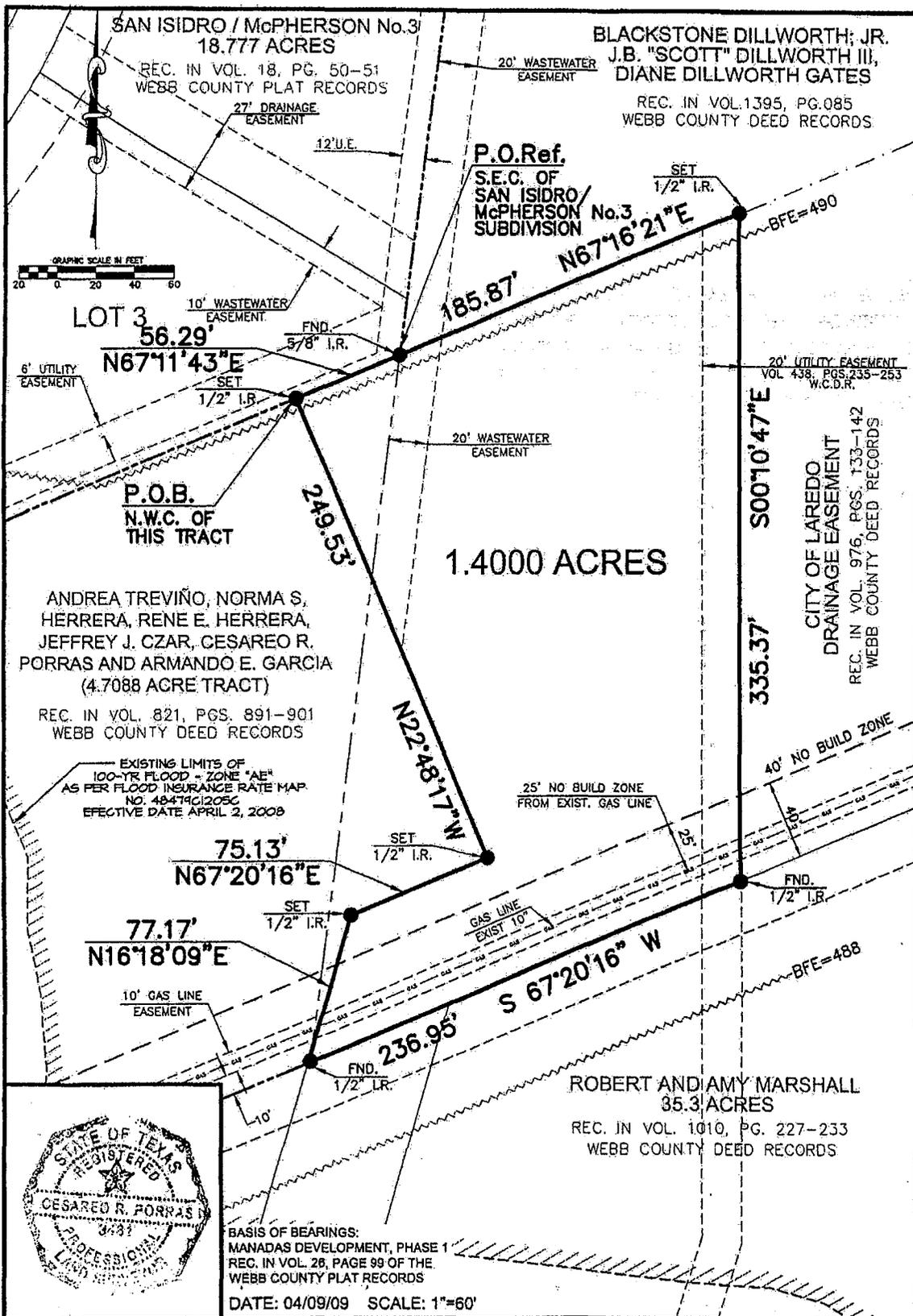
THENCE, S 00°-10'-47" E, 335.37 feet, along the westerly line of the City of Laredo Drainage Easement recorded in Volume 978, pages 133-142, Webb County Official Public Records and the easterly line of this tract of land, to a point in the northwesterly boundary line of the Robert and Amy Marshal 35.3 acre tract, recorded in Volume 1010, pages 227-233, of the Webb County Official Public Records, and to the southeast corner of this tract of land;

THENCE, S 67°-20'-16" W, 236.95 feet, along the northwesterly boundary line of the Marshal 35.3 acre tract, to the southeast corner of the 4.7088 acre tract and the southwest corner of this tract of land;

THENCE, N 16°-18'-09" E, 77.17 feet, to an interior corner of the 4.7088 acre tract and an exterior corner of this tract of land;

THENCE, N 67°-20'-16" E, 75.13 feet, to an exterior corner of the 4.7088 acre tract and an interior corner of this tract of land;

THENCE, N 22°-48'-17" W, 249.53 feet, to the northwest corner of this tract of land and the POINT OF BEGINNING.



BASIS OF BEARINGS:
 MANADAS DEVELOPMENT, PHASE 1
 REC. IN VOL. 26, PAGE 99 OF THE
 WEBB COUNTY PLAT RECORDS
 DATE: 04/09/09 SCALE: 1"=60'

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND
 WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY
 MADE UNDER MY SUPERVISION ON THE GROUND THIS 15TH
 DAY OF APRIL 2015

 CESAREO R. PORRAS, R.P.L.S.
 TEXAS REG. NO. 3431

SURVEY OF
 1.4000 ACRE TRACT
 MOSTLY OUT OF ANDREA TREVIÑO, NORMA S.
 HERRERA, VELIA C. HERRERA, JEFFREY L. CZAR,
 CESAREO R. PORRAS AND ARMANDO E. GARCIA
 1.4948 ACRE TRACT
 VOL. 2766, PAGES 505-523, W.C.O.P.R.
 CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE
ENGINEERING

P.O. BOX 1670
 LAREDO, TEXAS 78044
 TEXAS REGISTERED
 ENGINEERING FIRM F-6205
 OFFICE (956) 724-3037
 FAX (956) 724-9208

COUNCIL COMMUNICATION

DATE: 07/06/2010	SUBJECT: RESOLUTION 2010-R-062 IN SUPPORT OF AND REQUESTING THE UNITED STATES CONGRESS CREATE A FEDERALLY DESIGNATED UNITED STATES - MEXICO BORDER HEALTH REGION WITH DIRECT FUNDING FROM THE FEDERAL GOVERNMENT TO ADEQUATELY SUPPORT PREVENTION, SECURITY, AND EMERGENCY PREPAREDNESS SERVICES WHICH ARE FUNDAMENTAL NECESSARY TO PROTECT AND SAFEGUARD OUR COMMUNITY, THE STATE AND THE NATION.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
PREVIOUS COUNCIL ACTION: Discussion of item presented at the April 5, 2010 City Council meeting.	
BACKGROUND: <p>The City of Laredo is committed to a long-term solution to address the public health and health care access challenge along the United States-Mexico Border by establishing a Federal Designated United States-Mexico Border Region with dedicated funds for public health services and response.</p> <p>In large part this is being done as disease control and chronic disease prevention are urgent service delivery priorities especially with the health disparity and the continued threat of infectious diseases, food-borne, vector-borne and environmental exposure. To meet these health care challenges both infrastructure and human resources are needed. Laredo like other United States-Mexico Border communities provides daily services like our state and/or federal partners. H1N1 (and routine outgoing Tuberculosis Control) once more showed how important the border is to contain and control disease. The Texas/Mexico Border in particular was most affected because of both naturally occurring, regional and cross border exposure. Disease however was contained and controlled. Yet, because of the inadequate health care system, international and regional exposure we had the highest morbidity and mortality.</p> <p>Finally, the United States-Mexico border with its ever present bi-national imminent threat of food-borne, infectious and vector borne diseases is a serious concern that warrants immediate and sustained disease control, surveillance, communication, and detection (testing) because disease does not respect borders. Public Health Emergency Response at the border is preparedness and response for the nation.</p> <p>Therefore the attached resolution is being sent to Congress.</p>	
FINANCIAL: None	
RECOMMENDATION:	STAFF: Recommends that Council approve the Resolution.

RESOLUTION 2010-R-062

IN SUPPORT OF AND REQUESTING THE UNITED STATES CONGRESS CREATE A FEDERALLY DESIGNATED UNITED STATES - MEXICO BORDER HEALTH REGION WITH DIRECT FUNDING FROM THE FEDERAL GOVERNMENT TO ADEQUATELY SUPPORT PREVENTION, SECURITY, AND EMERGENCY PREPAREDNESS SERVICES WHICH ARE FUNDAMENTAL NECESSARY TO PROTECT AND SAFEGUARD OUR COMMUNITY, THE STATE AND THE NATION.

WHEREAS, the City of Laredo is committed to developing and implementing long-term solutions to address the public health and health care access challenges along the United States-Mexico Border; and

WHEREAS, the recent H1N1 outbreak, which was contained and controlled, revealed that inadequate funding for prevention, security and emergency preparedness contributed to one the highest morbidity and mortality rates; and

WHEREAS, disease control and chronic disease prevention are urgent service delivery priorities along the U.S.-Mexico Border; and

WHEREAS, the Texas/Mexico Border, in particular, is greatly affected because of both naturally occurring, regional and cross border exposure to infectious diseases, food-borne diseases, and vector-borne diseases; and

WHEREAS, approximately fifty percent (50%) of the population of United States – Mexico Border communities are uninsured or without out adequate health care; and

WHEREAS, Laredo like other United States-Mexico Border communities continues to provide daily services, including but not limited to, H1N1 prevention and routine outgoing Tuberculosis Control like our state and/or federal partners, but with inadequate or reduced funding; and.

WHEREAS, in response to and to meet these health care challenges funding for infrastructure and human resources are needed.

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

Section 1.: It is in full support of and strongly urges the Congress of the United States to create a federally designated United States - Mexico Border Health Region; and

Section 2: the United States Congress provide for direct federal funding of the Health Region; and

Section 3: that said United States - Mexico Border Health Region be charged with sustained disease control, surveillance, communication, and detection (testing) because disease does not respect borders.

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

COUNCIL COMMUNICATION

DATE: 7/6/2010	SUBJECT: MOTION Authorizing the City Manager to approve Change Order No. 1 to Wright Construction Co. with a total cost of \$59,412.03, due to unforeseen underground utilities conflicts. This Change Order will not increase the Contract Cost Estimate, as contract as bid includes a line item allowance for \$123,000 of approved change request and additional work.																
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr. P.E., Utilities Director																
PREVIOUS COUNCIL ACTION: 6/22/2009 – Contract Approved to R.M. Wright Construction																	
BACKGROUND: The Project consists of construction for the South Laredo Wastewater Treatment Plant Interim Improvements and expansion from 6 to 7.5 million gallons per day. Due to unknown underground utilities within the project, the contract has an allowance for additional work and this change order will not increase the contract estimate. The additional work is as described below:																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">RFP 01 Modification to the yard piping and addition of a manhole</td> <td style="text-align: right;">\$9,683.30</td> </tr> <tr> <td>RFP 02 Concrete encasement of 36" line under main blower pad</td> <td style="text-align: right;">\$3,945.27</td> </tr> <tr> <td>RFP 04 Chlorine blower pad grounding</td> <td style="text-align: right;">\$ 515.32</td> </tr> <tr> <td>RFP 06 Reduced voltage starter for 125 hp blower</td> <td style="text-align: right;">\$8,268.87</td> </tr> <tr> <td>RFP 07 Additional labor and material for the new 16" stainless steel air line</td> <td style="text-align: right;">\$6,040.48</td> </tr> <tr> <td>RFP 08 Special reducer for clarifier tie in (30"x 42")</td> <td style="text-align: right;">\$3,875.64</td> </tr> <tr> <td>RFP 09 Lower 30" piping for the Clarifier #3 Influent tie-in</td> <td style="text-align: right;">\$27,083.15</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$59,412.03</td> </tr> </table>		RFP 01 Modification to the yard piping and addition of a manhole	\$9,683.30	RFP 02 Concrete encasement of 36" line under main blower pad	\$3,945.27	RFP 04 Chlorine blower pad grounding	\$ 515.32	RFP 06 Reduced voltage starter for 125 hp blower	\$8,268.87	RFP 07 Additional labor and material for the new 16" stainless steel air line	\$6,040.48	RFP 08 Special reducer for clarifier tie in (30"x 42")	\$3,875.64	RFP 09 Lower 30" piping for the Clarifier #3 Influent tie-in	\$27,083.15	Total	\$59,412.03
RFP 01 Modification to the yard piping and addition of a manhole	\$9,683.30																
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RFP 08 Special reducer for clarifier tie in (30"x 42")	\$3,875.64																
RFP 09 Lower 30" piping for the Clarifier #3 Influent tie-in	\$27,083.15																
Total	\$59,412.03																
Additional Days Requested: 13 Days																	
FINANCIAL IMPACT: Funding is available in the 2008 Utility bond, Account# 559-4282-538-0379; SL WWTP 1.5 MGD Expansion																	
COMMITTEE RECOMMENDATION: Both Finance & Operations Committees recommend approval of this Motion.	STAFF RECOMMENDATION: Approval of this Motion.																

PROJECT NAME: South Laredo WWTW Interim Improvements PAGE: 1 of 1
 BID NO.: _____ DATE: June 22, 2010
 CONTRACTOR: R.N. Wright Construction Co. CHANGE ORDER NO.: 1
 MANAGING DEPT: Utility Department VENDOR NO.: _____
 P.O. NO.: _____

ITEM NO.	DESCRIPTION OF ITEM	NET CHANGE TO CONTRACT	ADDED/DELETED DAYS
RFP 01	Modifications to yard piping and addition of one manhole	\$9,883.30	
RFP 02	Encasement of 36" HDPE under Oxidation Ditch Blower Pad location	\$3,045.27	
RFP 04	Chlorine Blower Pad Grounding	\$15.32	
RFP 08	Reduced Voltage Starter for 125 hp Blower	\$8,288.87	
RFP 07	Additional labor and material for new 18" stainless steel air line	\$6,040.48	
RFP 09	Special 30"X42" reducer for Clarifier In-line	\$3,875.84	
RFP 09	Lower 50' piping for the Clarifier #3 Influent In-line	\$27,083.15	
	Weather Delay (Approved by Col)		13

SUBTOTAL THIS PAGE	\$59,412.03	13
SUBTOTAL OTHER PAGES	\$0.00	0
COMBINED TOTAL	\$59,412.03	13

In consideration of the Change Order agreed to herein as complete equitable adjustments and full and final payment for the Contractor's additional work, the Contractor hereby releases the Owner from any and all liability under this contract for further equitable adjustments, including additional time for performance, attributable to such facts or circumstances giving rise to the proposal for adjustment.

R. C. ... 6-22-10
 CONTRACTOR'S REPRESENTATIVE DATE

Project Manager
[Signature] 06/22/2010
 CONSULTANT / ENGINEER / ARCHITECT DATE

INSPECTION SUPERVISOR DATE

PROJECT MANAGER DATE

FINANCE DIVISION DATE

UTILITY DEPARTMENT DATE

PURCHASING DEPARTMENT DATE

THIS CHANGE ORDER 2.02% \$59,412.03 13

PREVIOUS CHANGE ORDER(S) 0.00%

CHANGE ORDER(S) TO DATE 2.02% \$59,412.03 13

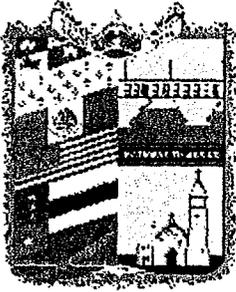
ORIGINAL CONTRACT DAYS/PRICE \$3,058,105.00 470

ORIGINAL CONTRACT DAYS/PRICE PLUS CHANGE ORDER(S) \$3,058,105.00 483

CITY COUNCIL APPROVAL DATE

COUNCIL COMMUNICATION

DATE: 7/06/10	SUBJECT: MOTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE DEDICATION OF THE FOLLOWING UTILITY EASEMENT: Laredo Independent School District – A tract of land containing 0.01 acre (556 sq. ft.) tract of land, more or less, situated within Block One Thousand One Hundred Thirty-One (1131) Eastern Division of the City of Laredo, Webb County, Texas (J.W. Nixon High School). This 0.01 acre tract of land being more particularly described by metes and bounds in Exhibit “A”, attached hereto.
INITIATED BY: Celina Rivera, Real Estate Manager Community Development	STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E. Utilities Director
PREVIOUS COUNCIL ACTION: N/A	
BACKGROUND: N/A	
FINANCIAL IMPACT: Land-557-0000-161.00-00	
COMMITTEE RECOMMENDATION: To Pass this Motion	STAFF RECOMMENDATION: To Pass this Motion



OFFICE OF THE CITY ATTORNEY

MEMORANDUM

PRIVILEGED AND CONFIDENTIAL COMMUNICATION SUBJECT TO
ATTORNEY - CLIENT PRIVILEGE. NOT A PUBLIC RECORD.

TO: Tomas Rodriguez, P.E.
Utilities Director

FROM: Nathan R. Bratton 
Assistant City Attorney

RE: Utility/Access Easement - 0.01 acres of land out of Block 1131, Eastern Division,
City of Laredo - (J.W. Nixon High School).

DATE: June 8, 2010

I am enclosing the above referenced Utility/Access Easement whereby LISD conveyed unto the City of Laredo a Utility Easement upon 0.01 acres of land out of Block 1131, Eastern Division, City of Laredo. Please proceed to place this utility easement in the next council agenda for approval.

After it has been approved by Council please forward this easement to the Real Estate Division for recordation with the Webb County Clerk's Office. The original easement will be filed with the City Secretary's Office and a file marked copy should be sent to Mr. Sigifredo Perez, III, Attorney at Law, at 211 Calle Del Norte, Suite 100 Laredo, Texas 78041.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WEBB

That the undersigned Laredo Independent School District, of the State of Texas, County of Webb, hereinafter referred to as "Grantors," have GRANTED, CONVEYED and DEDICATED and by these presents do hereby GRANT, CONVEY and DEDICATE unto the CITY OF LAREDO, a home rule city and political subdivision of the State of Texas, its successors and assigns, hereinafter referred to as "Grantee", the right to perpetually maintain utility lines upon and through a 8 inch wide water line and fire hydrant, giving Grantee the right to construct, reconstruct, and repair the utility easement, together with all necessary laterals and appurtenant facilities, in, over, upon and across the following tract of land in Webb County, Texas:

A tract of land containing 0.01 acre (556 sq. ft.) tract of land, more or less, situated within Block One Thousand One Hundred Thirty-One (1131) Eastern Division of the City of Laredo, Webb County, Texas. This 0.01 acre tract of land being more particularly described by metes and bounds in "Exhibit A" attached hereto.

This dedication, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property as now reflected by the Official Property Records of Webb County, Texas.

TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, repairing, and maintaining utility lines, including all necessary laterals and appurtenant facilities.

EXECUTED on this 2nd day of June, 2010.

LAREDO INDEPENDENT SCHOOL DISTRICT

By: *Alvaro Perez*
Alvaro Perez, CFO

By: *A. Marcus Nelson*
Dr. A. Marcus Nelson
Superintendent

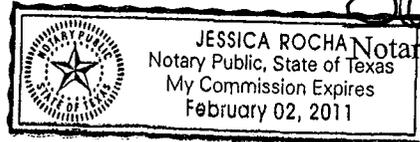
STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me on the 2 day of June, 2010,
by Alvaro Perez, CFO of Laredo Independent School District on behalf of said district.

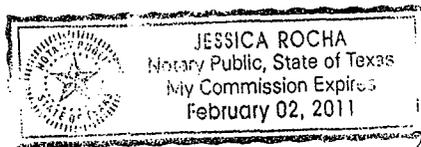
STATE OF TEXAS

COUNTY OF WEBB



Jessica Rocha
Notary Public, State of Texas

This instrument was acknowledged before me on the 2 day of June, 2010,
by Dr. A. Marcus Nelson, Superintendent of Laredo Independent School District on behalf of
said district.



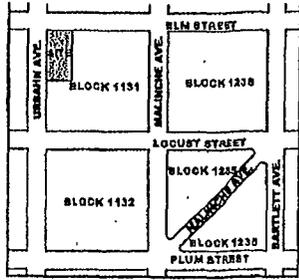
Jessica Rocha
Notary Public, State of Texas



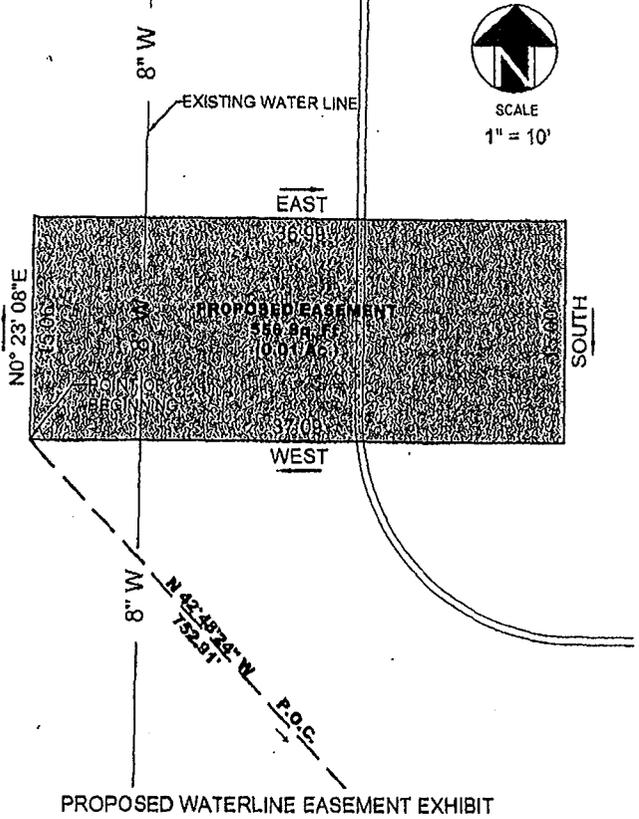
SCALE
1" = 10'



SCALE
N.T.S.



VICINITY MAP



PROPOSED WATERLINE EASEMENT EXHIBIT

LEGAL DESCRIPTION
0.01 ACRE TRACT (568 SQ.FT.) OF LAND
PROPOSED WATERLINE EASEMENT AT
NIXON HIGH SCHOOL

Being a 0.01 Acre Tract of Land, more or less, situated within Block 1131, Eastern Division of the City of Laredo, Webb County, Texas, Said 0.01 Acre (568 Sq.Ft.) Tract of Land being more particularly described herein:

Commencing, at a found 1/2" Iron rod pin being, N 89°41'07" W, a distance of 28.59 feet from a point of beginning for the Southwestern Bell Telephone Company easement, as recorded in Volume 0971, Page 35, in Webb County, Texas, Thence, N 42°48'24" W, a distance of 752.91 to the True Point of Beginning of this 0.01 Acre (568 Sq.Ft.) tract, more or less

Thence, N 0°23'08" E, a distance of 15.08 feet and also being the Northwest corner of said tract;

Thence, East, a distance of 38.99 feet and also being the Northeast corner of said tract;

Thence, South, a distance of 15.00 feet and also being the Southeast corner of said tract;

Thence, West, a distance of 37.09 feet to the Point of Beginning and containing 0.01 Acre (568 Sq.Ft.) of Land, more or less.

BASIS OF BEARING: A FOUND 1/2" IRON ROD PIN BEING, N 89°41'07" W, A DISTANCE OF 28.59 FEET FROM A POINT OF BEGINNING OF SAID RECORDED EASEMENT AND A FOUND "X" ON CONCRETE PAVEMENT BEING THE POINT OF BEGINNING OF SAID RECORDED EASEMENT.

MEASURED BEARING AND DISTANCE: N89°41'07"W ~ 28.59'
CALLED BEARING AND DISTANCE: WEST ~ 28.62'



Nov. 4th 2009

Puig Engineering
Laredo Division of Civil Engineering Consultants
6443 McPherson Road Suite 7 • Laredo, Texas 78043
Telephone: (956) 739-7664 Fax: (956) 739-7664
TEPE 8 P.0211

SURVEY OF 0.01 ACRES TRACT OF LAND FOR WATERLINE EASEMENT OUT OF LOT 1, BLOCK 1131, EASTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS

DATE: 11.04.2009
SCALE: 1" = 10'
PROJECT ID: E0382100
FILE NAME: E0382100-EASEMENT EXHIBIT

EXHIBIT
tabbles
A

COUNCIL COMMUNICATION

DATE: 7/6/10	SUBJECT: MOTION Consideration for acceptance, approval of change order #2 and release of retainage in the amount of \$5,000.00 to Price Construction, Ltd.; Laredo, Texas for the TxDOT Wastewater Relocation Bore along Loop 20 (Cuatro Vientos Project). Change order #2 was for an extension of 40 more calendar days with no increase on the contract amount. Funding is available in the 2008 Utility Bond Account TX Dot Improvements
----------------------------	---

INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr., P.E., Utilities Director
---	--

PREVIOUS COUNCIL ACTION: City Council awarded the contract to Price Construction on 12/21/09 for the 8" sewer line with an 18" casing under Loop 20. City Council approved change order #1 on 4/5/10.

BACKGROUND: The contractor during the construction of the bore was offset about five feet from the alignment proposed, the contractor for this change order installed an extra manhole and realigned the gravity system to the existing manhole; the extension of time was requested by the contractor due to the new design by our consultant and the approval from the City of Laredo and the Texas Department of Transportation. The construction of this manhole was done at no cost to the City of Laredo. Contractor requested 40 more calendar days.

		Calendar Days
Original Contract.....	\$50,000.00	40
Change Order #1.....	\$ 0.00	40
Change Order #2.....	\$ 0.00	40
Total	\$50,000.00	120

FINANCIAL IMPACT:
Funding is available in the 2008 Utility Bond Account #557-4185-538-03-74, TX Dot Improvements

COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: Approve Motion
---	--

CONSTRUCTION CHANGE ORDER

PROJ: TxDOT Wastewater Relocation Bore, Loop 20
 CONTR: Price Construction
 ADDR: 2701 E. HWY 350
Big Springs, TX 79721

CHANGE ORDER: 2
 DATE : 5/18/2010

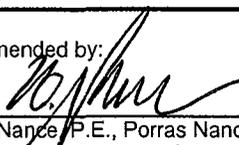
You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the Contract and all provisions of the Contract shall apply thereto.

ITEM NO.	DESCRIPTION OF CHANGES QUANTITIES, UNITS, UNIT PRICES	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
	No changes to scope of work.	\$0.00	\$0.00
Original Contract: \$50,000.00 Original Contract Time: 40 calendar days		Total Decrease:	\$0.00
		Total Increase :	\$0.00
		Net Change (Credit):	\$0.00

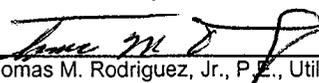
JUSTIFICATION:

The bore alignment ended approximately 5 feet south of the proposed alignment, which required the contractor to furnish and install an extra manhole at no cost to the City. This change order provides the additional time [only] required for the redesign and construction of these field adjustments.

Contract Price Including Previous Change Orders:	\$50,000.00	Contract Time Including Previous Change Orders :	80 calendar days
Net DECREASE resulting from this Change Order :	\$0.00	Net INCREASE resulting from this Change Order :	40 calendar days
Current Contract Price Including this Change Order:	\$50,000.00	Current Contract Time Including this Change Order :	120 calendar days

Recommended by: 
 Wayne Nance, P.E., Porras Nance Engineering
 Date: 5/18/10

Accepted by: 
 Price Construction
 Date: 5/18/10

Recommended by:  61
 Tomas M. Rodriguez, Jr., P.E., Utilities Director
 Date: 6/15/10

Approved by:
 Carlos Villarreal, City Manager
 Date:

Approved as to Form:
 Raul Casso, City Attorney
 Date:

Attest:
 Gustavo Guevara, Jr.
 Date:

CONSTRUCTION CHANGE ORDER

PROJ: TxDOT Wastewater Relocation Bore, Loop 20
 CONTR: Price Construction
 ADDR: 2701 E. HWY 350
Big Springs, TX 79721

CHANGE ORDER: 2
 DATE : 5/18/2010

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.

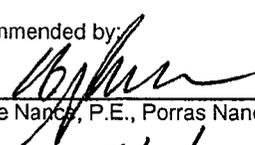
ITEM NO.	DESCRIPTION OF CHANGES QUANTITIES, UNITS, UNIT PRICES	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
	No changes to scope of work.	\$0.00	\$0.00

Original Contract: \$50,000.00 Original Contract Time: 40 calendar days	Total Decrease: \$0.00 Total Increase: \$0.00 Net Change (Credit): \$0.00
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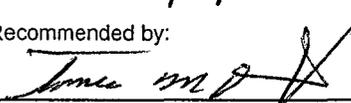
JUSTIFICATION:

The bore alignment ended approximately 5 feet south of the proposed alignment, which required the contractor to furnish and install an extra manhole at no cost to the City. This change order provides the additional time [only] required for the redesign and construction of these field adjustments.

Contract Price Including Previous Change Orders: \$50,000.00 Net DECREASE resulting from this Change Order : \$0.00 Current Contract Price Including this Change Order: \$50,000.00	Contract Time Including Previous Change Orders : 80 calendar days Net INCREASE resulting from this Change Order : 40 calendar days Current Contract Time Including this Change Order : 120 calendar days
--	---

Recommended by: 
 Wayne Nance, P.E., Porras Nance Engineering
 Date: 5/18/10

Accepted by: 
 Price Construction
 Date: 5/18/10

Recommended by: 
 Tomas M. Rodriguez, Jr., P.E., Utilities Director
 Date: 6/18/10

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

Approved as to Form: _____
 Raul Casso, City Attorney
 Date: _____

Attest: _____
 Gustavo Guevara, Jr.
 Date: _____

CONSTRUCTION CHANGE ORDER

PROJ: TxDOT Wastewater Relocation Bore, Loop 20
 CONTR: Price Construction
 ADDR: 2701 E. HWY 350
Big Springs, TX 79721

CHANGE ORDER: 2
 DATE : 5/18/2010

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 QUANTITIES, UNITS, UNIT PRICES	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1	No changes to scope of work.	\$0.00	\$0.00
Original Contract: \$50,000.00 Original Contract Time: 40 calendar days		Total Decrease:	\$0.00
		Total Increase :	\$0.00
		Net Change (Credit):	\$0.00

JUSTIFICATION:

The bore alignment ended approximately 5 feet south of the proposed alignment, which required the contractor to furnish and install an extra manhole at no cost to the City. This change order provides the additional time [only] required for the redesign and construction of these field adjustments.

Contract Price Including Previous Change Orders: \$50,000.00	Contract Time Including Previous Change Orders : 80 calendar days
Net DECREASE resulting from this Change Order : \$0.00	Net INCREASE resulting from this Change Order : 40 calendar days
Current Contract Price Including this Change Order: \$50,000.00	Current Contract Time Including this Change Order : 120 calendar days

Recommended by:

Wayne Nance, P.E., Porras Nance Engineering

Date: 5/18/10

Accepted by:

Price Construction

Date: 5/18/10

Recommended by:

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

Date: 6/18/10

Approved by:

Carlos Villarreal, City Manager

Date:

Approved as to Form:

Raul Casso, City Attorney

Date:

Attest:

Gustavo Guevara, Jr.

Date:

COUNCIL COMMUNICATION

DATE: 07/06/10	SUBJECT: MOTIONS Consideration to award contract FY10-057 to the sole bidder, Delta House Electric and Motor Rewind, Freer, Texas, in the amount of \$300,000.00 for providing electric motor repair service for the Utilities Department. Repairs are for motors with horsepower ratings from 1/8 HP to 400 HP that are used in water and wastewater operations. Funding is available in the Utilities Department Fund.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Director Francisco Meza, Purchasing Agent
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: The City received one bid for awarding a contract for electric motor repair service. Contract pricing has been secured on motors with horsepower ratings from 1/8 HP to 400 HP and will service the many electric motors used in the water and wastewater operations. Staff is recommending that this contract be awarded to Delta House Electric and Motor Rewind, Freer, Texas. All services will be secured on an as need basis. The contract pricing is the same as the previous contract period. Section A 9 ½ H.P and under, Alternative Current (AC) electric motors Section B 10 to 100 H.P. electric motors Section C Repairs to include: rewind, dip in varnish and bake A complete bid summary is attached. The summary lists all the types of electric motors that might need to be repaired.	
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: 557-4120-533-2037 Account Number: 559-4210-533-2030 Account Number: 559-4220-533-2030 Account Number: 559-4210-533-2037	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.

Delta House Electric
Freer, Texas 78357

Schedule A 9/12 H.P. and under, Alternative Current (AC) electric motors

Item	HP	Volts	Frame	Cost without Bearing	Cost with Bearing	Bearing Brand
1	1/8	115	48	\$ 125.00	\$ 175.00	SKF US
2	1/6	115	48	\$ 125.00	\$ 175.00	SKF US
3	1/3	115/230	56	\$ 150.00	\$ 200.00	SKF US
4	1/3	115	56	\$ 150.00	\$ 200.00	SKF US
5	1/3	115	48	\$ 150.00	\$ 200.00	SKF US
6	1/3	230/460	56	\$ 150.00	\$ 200.00	SKF US
7	1/4	115/230	56-Z	\$ 130.00	\$ 180.00	SKF US
8	1/4	115	56-Z	\$ 130.00	\$ 180.00	SKF US
9	3/4	115	48-Y	\$ 175.00	\$ 225.00	SKF US
10	3/4	115/230	56	\$ 175.00	\$ 225.00	SKF US
11	3/4	230/460	56	\$ 175.00	\$ 225.00	SKF US
12	1	115/230	XA48Y	\$ 301.76	\$ 361.76	SKF US
13	1 1/2	115/230	145-T	\$ 301.76	\$ 361.76	SKF US
14	2	208/230/460	145-T	\$ 400.00	\$ 450.00	SKF US
15	2	115/230	182-T	\$ 400.00	\$ 450.00	SKF US
16	2	220/440	213	\$ 400.00	\$ 450.00	SKF US
17	3	230/460	215	\$ 438.00	\$ 465.00	SKF US
18	3	220/440	213	\$ 438.00	\$ 465.00	SKF US
19	3	230/460	182	\$ 438.00	\$ 465.00	SKF US
20	3	560	225	\$ 438.00	\$ 465.00	SKF US
21	3	230/460	254	\$ 438.00	\$ 465.00	SKF US
22	5	230/460	182	\$ 445.00	\$ 485.00	SKF US
23	5	220/440	215	\$ 445.00	\$ 485.00	SKF US
24	7 1/2	220/440	213	\$ 535.00	\$ 600.00	SKF US
25	9.4	440 (sub.		\$ 602.33	\$ 662.33	SKF US
		Sub-Total	With bearings		<u>\$ 8,815.85</u>	
		Sub-Total	Without bearings	<u>\$ 7,655.85</u>		

Delta House Electric
Freer, Texas 78357

Schedule B 10 To 100 H.P. electric motors

Item	HP	Volts	Frame	Cost without Bearing	Cost with Bearing	Bearing Brand
1	10	230/460	215-T	\$ 602.33	\$ 684.28	SKF
2	10	230/460	256-T	\$ 602.33	\$ 684.28	SKF
3	15	220/440	364-U	\$ 698.38	\$ 773.38	SKF
4	15	220/440	324-C	\$ 698.38	\$ 773.38	SKF
5	15	208/22/440	326-SSO	\$ 698.38	\$ 773.38	SKF
6	15	220/440	326	\$ 698.38	\$ 773.38	SKF
7	15	220/440	324	\$ 698.38	\$ 773.38	SKF
8	15	230	256-T	\$ 698.38	\$ 773.38	SKF
9	20	220/440	286-Y	\$ 766.62	\$ 841.52	SKF
10	20	230/460	256-T	\$ 766.52	\$ 841.52	SKF
11	25	220/440	365	\$ 830.53	\$ 905.53	SKF
12	30	209/220/440	326-UP	\$ 880.63	\$ 955.63	SKF
13.0a	15	230/460	254-T	\$ 698.38	\$ 773.38	SKF
13.0b	15	230/460	254-JP	\$ 698.38	\$ 773.38	SKF
14	20	220/440	364	\$ 766.52	\$ 841.52	SKF
15	25	220/440	284	\$ 830.53	\$ 905.53	SKF
16	30	209/220	294	\$ 880.63	\$ 955.63	SKF
17	30	440	286	\$ 880.63	\$ 955.63	SKF
18	30	440	405	\$ 880.63	\$ 955.63	SKF
19	40	230/460	326U or 365U	\$ 1,136.66	\$ 1,261.66	SKF
20	60	220/240	364 TS	\$ 1,581.94	\$ 1,731.94	SKF
		Sub-Total	With bearings		<u>\$ 18,707.34</u>	
		Sub-Total	Without bearings	<u>\$ 16,993.54</u>		

Schedule C Repairs to include: rewind, dip in varnish and bake

Item	HP	Volts	Frame	Cost without Bearing	Cost with Bearing	Bearing Brand
1	60	230/460	Any Frame	\$ 1,860.00	\$ 2,160.00	SKF
2	75	230/460	Any Frame	\$ 2,135.00	\$ 2,485.00	SKF
3	95	230/460	Any Frame	\$ 3,441.00	\$ 3,941.00	SKF
4	100	230/460	Any Frame	\$ 3,441.00	\$ 3,941.00	SKF
5	125	460	Any Frame	\$ 3,810.00	\$ 4,200.00	SKF
6	200	220/440	Any Frame	\$ 4,210.00	\$ 4,600.00	SKF
7	300	220/440	Any Frame	\$ 4,555.00	\$ 4,950.00	SKF
8	350	230	Any Frame	\$ 4,860.00	\$ 5,485.00	SKF
9	400	220/440	Any Frame	\$ 6,950.00	\$ 7,500.00	SKF
		Sub-Total	With bearings		<u>\$ 39,262.00</u>	
		Sub-Total	Without bearings	<u>\$ 35,262.00</u>		

Price List Discount 10%
Labor Rate Additional Work \$35.00

COUNCIL COMMUNICATION

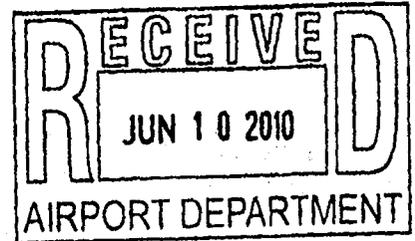
DATE: 07/06/10	SUBJECT: MOTIONS Consideration to authorize a purchase contract with Motorola Inc. and RZ Communications through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the amount of \$940,240.10 for the purchase of fifty, mobile data terminals, mobile radios, and digital video camera systems for the Police Department. Funding is available in the Police Trust Fund	
INITIATED BY: Cynthia Collazo, Deputy City Manager		STAFF SOURCE: Carlos Maldonado, Chief of Police Francisco Meza, Purchasing Agent
PREVIOUS COUNCIL ACTION: Authorized participation in the Houston Galveston Area Council of Governments (H-GAC) cooperative purchasing program..		
BACKGROUND: Authorization is requested to purchase fifty (50) mobile data terminals, mobile radios, and digital video camera systems for the new police sedans. This equipment is being purchased from Motorola and RZ Communications through the Houston-Galveston Area Council of Governments (H-GAC) contract RA01-08. Mobile Data Terminals (MDT) Console w/truck trays XTL 2500 Mobile radios Digital Patroller II video cameras		
FINANCIAL IMPACT: Funds for the purchase of this equipment are available in the following line item budget. Police Trust Fund 665-2300-525-9004		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE: 07/06/2010	SUBJECT: MOTION Authorizing the City Manager to approve a request from Jett Racing and Sales, Inc. to amend the sublease agreement with Elite Aviation, Inc., effective September 1, 2005, for an approximate 10,000 square feet of hangar space. The leased premises are located on Tract No. 5 consisting 80,000 square feet located at the Laredo International Airport. Amending the term of the sublease to extend for 15 months commencing on June 10, 2010 until August 9, 2011. The lease agreement provides that Jett Racing and Sales, Inc. shall have the right to sublease all or any part of the space demised provided Lessee first obtains Lessor's consent, such consent shall not be unreasonably withheld. All other terms and conditions remain unchanged and in effect; providing for an effective date.	
INITIATED BY: Jesus M. Olivares Assistant City Manager		STAFF SOURCE: Jose L. Flores Airport Manager
PREVIOUS COUNCIL ACTION: Lease with Jett Racing and Sales, Inc. Ordinance No. 94-O-214 approved on November 7, 1994.		
BACKGROUND: The City of Laredo, as Lessor, and Jett Racing and Sales, Inc., as Lessee, entered into a lease agreement on November 7, 1994 through Ordinance No. 94-O-214 for the approximate 80,000 square feet of land on which Lessee developed two hangars consisting of approximately 46,310 square feet which includes simulator chambers and machine offices. Elite Aviation, Inc., is an Airport Fixed Base Operator (FBO) providing fueling services at the Laredo International Airport and will utilize the sub-leased area to compliment its fixed based operations. This leased area is required in order to maintain space compliance with the Minimum Standards for Aeronautical Activities. Subleasing is allowed under the terms and conditions of the Jett Racing and Sales, Inc. lease agreement.		
FINANCIAL IMPACT: None		
COMMITTEE RECOMMENDATION: On June 14, 2010 the Airport Advisory Committee considered this item and recommended approval.		STAFF RECOMMENDATION: Approval of this Motion.

Agreement

Basic Terms



Date: June 9th, 2010

Landlord: Jett Racing & Sales, Inc., a Texas corporation

Landlord's Address:

Jett Racing & Sales, Inc.
1301 Lincoln
Laredo, TX 78040-5799

Tenant: Elite Aviation, a Texas corporation

Tenant's Address:

Elite Aviation, Inc.
4805 Maher
Laredo, Texas 78041

Premises

Approximate square feet: 10,000 square feet of hangar space.

Street address/suite: 5513 Thomas, North Hangars 1 & 2

City, state, zip: Laredo, Texas 78041

Property description: Hangars Numbered 1 & 2, otherwise known as "North Hangars", located at the City of Laredo International Airport, Laredo, Texas.

Term (months): 16 months

Commencement Date: June 10th, 2010

Termination Date: Aug. 9th, 2011

Permitted Use: Storage of aircraft and operation of a Fixed Base of Operations

This agreement ("Agreement") is a supplement to that lease agreement (the "Lease") originally effective April 1, 2005, by which Elite Aviation, Inc. ("Elite") leased space at 4805 Maher Road from Jett Racing & Sales, Inc. ("Jett"). The Lease has subsequently been modified. Elizabeth Benavides guaranteed the Lease. As of May 18, 2010, Jett was owed significant sums pursuant to the Lease.

If Elite fully and faithfully performs its obligations under this Agreement, all Lease obligations of Elite and Benavides, including obligations under modifications and additions to the Lease, shall be deemed satisfied. The parties agree as follows:



1.-Elite shall pay Jett \$5,000.00 at the time of execution of this Agreement.

2.-Elite will pay Jett an additional \$5,000.00 within 10 days of the date of execution.

3.-Elite shall pay Jett \$1,250 per month for the next 15 months, with the first payment due July 10th, 2010, and then a payment of \$998.89 due on September 1, 2011.

4.-Elite shall provide on Aug. 16th Jett with 574 gallons of Jet A fuel at no charge, and in each month beginning After Aug. 16th 2010, Elite shall provide Jett with an additional 600 gallons of fuel, when requested by Jett, until Jett has received a total of 6,574 gallons. Should Jett not take fuel in any month, Elite's obligation for that month shall carry over into the next and following months, when Jett may take both any carried-over amounts and the amount due for that month.

5.-Through October of 2011, Jett shall make available to Elite 10,000 square feet of hangar space (the "Space") at 5001 Thomas, Laredo. Elite shall not have exclusive use of any particular area, but shall always have access to a minimum of 10,000 square feet, as designated by Jett. Elite shall have use of the Space 24 hours per day, 7 days a week for the storage of aircraft in the usual course of Elite's business, but no other purpose. Jett shall provide reasonable documentation of this arrangement, as reasonably required by Elite in the operation of its business.

6.-Elite shall pay Jett a fee for maintaining the space, and for accessing the space, as follows:

- a.- If an aircraft is moved in to and out of the Space during normal business hours ("Normal Business Hours") of 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays when Jett is not open for business at the airport, the fee shall be \$50 for any 24 hour storage period or part thereof, per aircraft.
- b. If the aircraft is either moved in to or out of the Space outside of Normal Business Hours, the fee shall be \$75 for any 24 hour period or part thereof.
- c. All fees incurred in one month shall be due and payable on the first day of the following month.

7.-Elite shall maintain business liability and casualty insurance providing primary coverage for stored aircraft, and naming Jett as an additional insured. Elite shall provide Jett with proof of insurance for any aircraft stored in the Space, before the aircraft is stored, and as a condition precedent to storage.

Time is of essence. Should Elite fail to pay any sum due, or fail to deliver fuel as required And the failure continues for 5 business days, Jett may, at his option, declare this Agreement to be of no further effect, may deny Elite access to the space, and may pursue all remedies available under the lease, including modifications, as if this agreement never existed, but giving due credit for all payments and fuel deliveries made in connection with this Agreement. Jett's waiver of any one event of default by Elite shall operate as a waiver for that occurrence only, and not future defaults. Elite and Elizabeth Benavides further agree that any statute of limitations for Jett pursuing any lease sums due from

Elite or Benavides is tolled from the time of execution of this agreement until the agreement is Terminated by Jett because of a default by Elite.

Definitions.

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building, (b) any requirements imposed by utility companies serving or insurance companies covering the Premises and (c) any requirements by the City of Laredo International Airport.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.
5. Pay a late charge of 6 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Obtain and pay for all utility services used by Tenant and not provided by Landlord.
7. Pay Tenant's Pro Rata Share of any utility services provided by Landlord.
8. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
9. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
10. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
11. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.
12. Vacate the Premises on the last day of the Term.

13. INDEMNIFY, DEFEND, AND HOLD LANDLORD, CITY OF LAREDO AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises.
7. Allow a lien to be placed on the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services.
3. Repair, replace, and maintain the (a) roof, (b) foundation, and (c) structural soundness of the exterior walls, excluding windows and doors.
4. Return the Security Deposit to Tenant, less itemized deductions, if any, within thirty days after the last day of the term.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

2. Casualty/Total or Partial Destruction

a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord before Landlord completes Landlord's restoration obligations.

b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

3. Condemnation/Substantial or Partial Taking

a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

4. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

5. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

6. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

7. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

8. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

9. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

10. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

12. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

13. *Venue.* Exclusive venue is in the county in which the Premises are located.

14. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

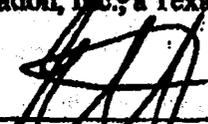
15. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

Jett Racing & Sales, Inc., a Texas corporation,

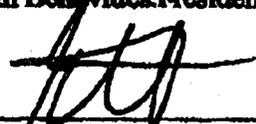


Wolf Hofman, President

Elite Aviation, Inc., a Texas corporation,



Elizabeth Benavides, President.



Elizabeth Benavides Individually.

City of Laredo, a municipal corporation

Carlos Villarreal, City Manager

Approved as to form: Raul Casso, City Attorney

By: Valeria M. Acevedo, Asst. City Attorney

LAREDO INTERNATIONAL AIRPORT

BLOCK 1 - SUBDIVISION PLAT OF LAREDO AIRPORT
RECORDED IN VOLUME 478, PAGE 128
WARRANT COUNTY, TEXAS
(UNPLATTED REMAINING PORTION)

PROPERTY "A"
PER INSTRUMENT DATED FEBRUARY
21, 1928, RECORDED IN VOLUME 478, PAGE 128
WARRANT COUNTY, TEXAS
(UNPLATTED REMAINING PORTION)

1,700 ACRE TRACT

THIS TRACT IS SUBJECT TO A FENCED AREA CALCULATED
TO CONTAIN 250,000 SQUARE FEET WHICH IS PRESENTLY
BEING UTILIZED AS A TEMPORARY ROADWAY SECTION
GROSS AREA = 74,053 SF
FENCED AREA = 250,000 SF
NET AREA = 71,558 SF

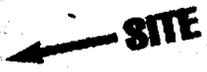
FENCE CORNER AT SEC OF THE
TEMPORARY ROADWAY SECTION

N 88°54'27" E
350.00'

PLACE OF BEGINNING FOR THE FIELD
NOTES OF THE 1,700 ACRE TRACT
FROM THE CORNER OF THE ROADWAY SECTION
TO THE CORNER OF THE TRACT
BY THE FOLLOWING BEARINGS AND DISTANCES:
S 88°54'27" E - 350.00' TO AN
EXISTING FENCE CORNER

TRUNG "A" TRACT FOR WHICH BEARINGS
N 88°54'27" E - 610' FROM AN
EXISTING FENCE CORNER

LOT 5
BLOCK 1
LAREDO AIRPORT MANUFACTURING
FACILITIES SUBDIVISION PHASE I
RECORDED IN VOLUME 45, PAGE 4A
WARRANT COUNTY PLAT RECORDS
APPOINTMENTS NOT SHOWN



SCALE.

SOURCE OF BEARINGS AND LINE USED FOR DIRECTIONAL CONTROL:
THE BEARINGS USED ON THIS MAP AND ON THE ATTACHED
FIELD NOTES ARE BASED ON THE PLAT OF LAREDO AIRPORT
MANUFACTURING FACILITIES SUBDIVISION (PLAT 1 AS PER PLAT
RECORDED IN VOLUME 45, PAGE 4A OF THE WARRANT COUNTY PLAT
RECORDS). THE MAIN LINE USED FOR DIRECTIONAL CONTROL IS
THE LINE BETWEEN MARKS FOUND AT THE CORNER OF THOMAS AVENUE.

STATE OF TEXAS:
COUNTY OF WARRANT
I, A. J. MEDINA, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY
CERTIFY THAT THIS SURVEY WAS CONDUCTED ON THE GROUNDS
AND THAT IT REFLECTS FACTS EXISTING ON THE GROUND AT THE TIME
THIS SURVEY WAS MADE (BY AUGUST, 1952).

A. J. Medina, Jr.
A. J. MEDINA, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5104, TEXAS



SURVEY
SHOWING A
1,700 ACRE TRACT
BEING A PART OF
PROPERTY "A" PER INSTRUMENT DATED FEBRUARY
RECORDED IN VOLUME 478, PAGES 128-131
WARRANT COUNTY DEED RECORDS
FURTHER BEING A PART OF
SURVEY 1020 - ABSTRACT 780
RAFAEL VILCOURRI ORIGINAL GRANTEE
AND SITUATION WITHIN THE

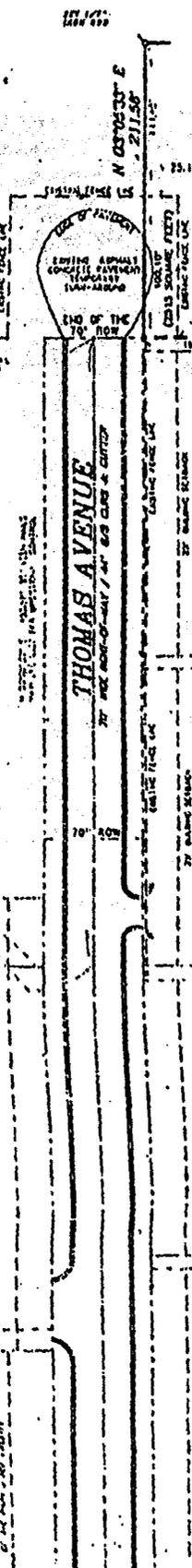
PROPERTY "A"
PROPERTY "A" PER INSTRUMENT DATED FEBRUARY
21, 1928, RECORDED IN VOLUME 478, PAGE 128
WARRANT COUNTY, TEXAS
(UNPLATTED REMAINING PORTION)

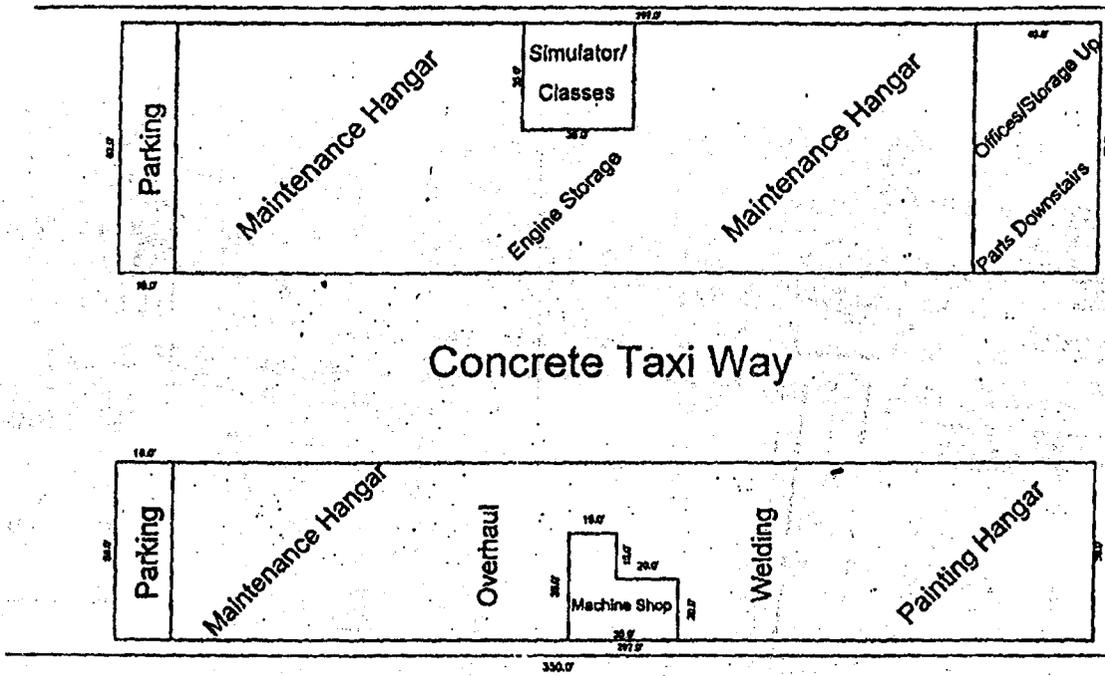
PROPERTY "A"
BLOCK 1 - SUBDIVISION PLAT
OF LAREDO AIRPORT
TOWN OF LAREDO
AT CORNER PT

1,500 ACRE TRACT
APPOINTMENTS NOT SHOWN

PARK & ROC FACILITY
APPOINTMENTS NOT SHOWN

THOMAS AVENUE
77' WIDE RIGHT-OF-WAY / 40' 6" CURB & GUTTER





← **SITE**

Airport

The Subject Property consists of two airplane hangars, new, facing the Laredo International Airport Service Runway. Perimeter walls are 20 feet at the eaves, and construction is all metal. Layout is as shown above, and auto and truck access is via Thomas Avenue, which is connected to a certified truck route.

AREA CALCULATIONS SUMMARY		
Description	Size	Net Totals
North Hangar	23944.00	
South Hangar	16936.00	40880.00
Second Floor-Offices	3280.00	
Machine Offices	925.00	
Simulator Chamber	1225.00	5430.00
Employee Parking	1476.00	
South Employee Park	1044.00	2520.00
Site Area	74053.00	74053.00
TOTAL SITE / LAND AREA (rounded)		74053.0

BUILDING AREA BREAKDOWN		
Breakdown		Subtotals
North Hangar		
82.0 x 292.0		23944.00
South Hangar		
59.0 x 292.0		16936.00
Second Floor-Offices		
40.0 x 82.0		3280.00
Machine Offices		
20.0 x 35.0		700.00
15.0 x 15.0		225.00
Simulator Chamber		
35.0 x 35.0		1225.00
Calculations Total (rounded)		46310

← **SITE**

COUNCIL COMMUNICATION

DATE: 07/06/10	SUBJECT: MOTION Award of contract to the lowest qualified bidder Wunderlich-Malec Systems, Inc.; Carrollton, Texas, in the bid amount of \$562,838.80 for the Laredo International Airport Security Access Control and Camera System upgrades; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Airport Construction Fund – Grant No. 53.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Jose L. Flores, Airport Manager
PREVIOUS COUNCIL ACTION: Resolution Number 2008-R-052 and Ordinance No. 2008-O-134	
BACKGROUND: The present Security Access Controls System was originally installed in 1997, which was part of the original airport terminal building design. In 2005 the system was upgraded. Recently the system and equipment has experienced severe mechanical breakdowns, furthermore, the existing software is outdated and is no longer serviceable. With this in mind, the Laredo International Airport is requesting authorization to contract for the purchase and installation of security related upgrades which consist of the following: <ul style="list-style-type: none"> • includes the additions and upgrades to the existing access control system, • including access controlled doors and access controlled gates, that will integrate together with the camera and video recording system, • provide an access control software package fully compatible to operate the existing door controllers and be able to program an unlimited number of doors, readers, door controllers, card holders, access levels, time zones, and user configurable data fields for the card holder records, • provide upgrade to four existing vehicle entry gate locations to include local door controllers, network switches wireless network transmission equipment and proper mounts for a reliable and compatible access control operation of the vehicle entry gates, • required computer equipment and monitors, • replacement of the existing camera recording systems, including software, servers, connection of the existing camera equipment to the new system, • training, • the first year's maintenance, and replacing and adding remote CCTV cameras. <p>Plans and specifications were prepared by ICON, Houston, Texas.</p> <p>A total of four (4) bids were received at the City Secretary's office at 5:00 p.m. on Thursday, March 18, 2010, and publicly opened, read, and taken under advisement on Friday, March 19, 2010, at 3:00 p.m. After reviewing the submitted bids all proposals contained several errors which resulted in a request to all proposers to re-submit, revise and/or qualify their bids. On Wednesday, June 16, 2010, the additional information was submitted to the City of Laredo's Purchasing Agent and taken under advisement.</p> <p>Bid tabulation: SEE PAGE 2</p> <p>After reviewing all items and comparing the distinct technologies proposed, the low bidder, Wunderlich-Malec, Carrollton, Texas, is recommended by ICON(City's consultant). Staff therefore concurs with ICON and recommends award in the contract amount of \$562,838.80 to the lowest responsible bidder, Wunderlich-Malec, Carrollton, Texas.</p>	
FINANCIAL IMPACT: Funding is available in the Airport Construction Fund – Grant No. 53. Account No. 433-3684-585-9301	
COMMITTEE RECOMMENDATION: On June 28, 2010 the Airport Advisory Committee considered this item and recommends approval.	STAFF RECOMMENDATION: Approval of Motion.

BID TABULATION SUMMARY	Bidders			
	Matrix Systems	Schneider Electric	Voice Products	Wunderlich - Malec
Access Control & Mega Pixel Camera System				
Access Control System with Wireless MESH or Canopy	\$ 393,145.00	\$ 324,233.00	\$ 455,933.00	\$ 188,144.00
Mega Pixel IP Camera System	\$ 244,108.00	\$ 299,493.00	\$ 269,724.00	\$ 281,972.95
Main Terminal - Indoor PTZ Camera Replacements (9)	Included	\$ 40,464.00	\$ 32,670.00	\$ 29,632.05
Main Terminal - Outdoor PTZ Camera Replacements (9)	Included	\$ 40,464.00	\$ 25,740.00	\$ 27,157.05
West End Airport Vehicle Gate - Readers, Cameras, & Wireless	\$ 36,115.00	\$ 38,940.00	\$ 42,495.00	\$ 35,932.75
<i>Estimated amount for access control, mega pixel camera, and wireless MESH/Canopy equipment for the additional vehicle gate, using costs for similar items of the submitted proposals. Fencing, gate, gate operator, trenching, electrical, conduit, and backfill to be provided by Others.</i>				
Engineering	Required to be Included	Required to be Included	Required to be Included	Required to be Included
Training	Required to be Included	Required to be Included	Required to be Included	Required to be Included
Warranty	Required to be Included	Required to be Included	Required to be Included	Required to be Included
Freight	Included	Included	\$ 6,704.00	Included
Sales Tax	N/A	N/A	N/A	N/A
Required Performance & Payment Bonds	Included	\$ 3,266.00	Noted as Subject to Award	Included
Totals	\$ 673,368.00	\$ 746,860.00	\$ 833,266.00	\$ 562,838.80
Total for Access Control & Mega Pixel Camera Systems with Performance Bond Costs				

The cost information indicated for each company's proposal for the project includes the electrical work required, engineering, training, freight charges, and costs for the required payment and performance bonds; or, as noted. The companies proposing the project have been instructed on numerous occasions, and as stated in the specifications, that their proposals must include all costs to provide and install the fully operational access control and mega pixel camera systems; and, that no change orders will be issued for work or items that were specifically scheduled in the RFP documents. Any equipment and work needed for an additional location, feature, or expansion of the systems will require a change order to be issued upon receipt of a proposal for the addition. Some of the costs reflected herein were derived from the submitted documents, with some variation in the documents between each proposing company in the manner and format that the pricing was submitted. Careful consideration of the proposals included the background and references of the companies submitting the proposals, product and technology offered by each proposing company, and costs of the systems.

The proposing company selected in regard to their reputation, product offering, technology, and compliance with the RFP documents is **Wunderlich-Malec Systems, Inc.**

Fiscal Year 2010

Account Balance Inquiry

11:31:28

Account number : 433-3684-585.93-01
Fund : 433 AIRPORT CONSTRUCTION FUND
Department : 36 AIRPORT
Division : 84 FAA GRANT 53
Activity basic : 58 TRANSPORTATION SERVICES
Sub activity : 5 CAPITAL OUTLAY
Element : 93 IMPROV OTHER THAN BLDGS
Object : 01 IMPROV OTHER THAN BLDGS

Original budget : 3,260,793

Actual expenditures - current : .00

Actual expenditures - ytd : 2,946,796.78

Unposted expenditures : .00

Encumbered amount : 134,392.94

Unposted encumbrances : .00

Pre-encumbrance amount : .00

Total expenditures & encumbrances: 3,081,189.72 94.5%

Unencumbered balance : 179,603.28 5.5

F5=Encumbrances F7=Project data F8=Misc inquiry F9=Misc update
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

Transfer from the reserve account

COUNCIL COMMUNICATION

DATE: 07/06/10	SUBJECT: MOTION Award of construction contract to the lowest bidder Zertuche Construction, LLC., Laredo, Texas, in the amount of \$560,000.00 for the North Central Park Trailhead Facility with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the 2008 and 2009 C.O.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Osbaldo Guzman, Parks and Leisure Services Director
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PREVIOUS COUNCIL ACTION:
On June 21, 2010, City Council tabled item to award a construction contract to the lowest bidder Zertuche Construction, LLC., Laredo, Texas, in the amount of \$560,000.00 for the North Central Park Trailhead Facility with a construction contract time of one hundred twenty (120) calendar days.

BACKGROUND:
The project consists of a trailhead facility, (130' by 50' approx.), that includes grading, concrete slabs, retaining walls, a concrete patio covered with a wooden shade of beams and angled rafters, restrooms, signage, information kioske, utility rooms, installation of water, sewer, electricity, chain link fence, front marquee wall with park name, preparation of area for future playground, landscaping, preparation of access road, and construction fence. Plans and specifications were prepared by Gilpin Engineering Company, Inc., Laredo, Texas.

Five (5) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, May 27, 2010, and publicly opened, read, and taken under advisement on Friday, May 28, 2010, at 11:00 A.M. as follows:

Contractor (Bidder)	Modern Construction, Inc. Laredo, Texas	ALC Construction, Inc. Laredo, Texas	Zertuche Construction, LLC. Laredo, Texas	CG Construction Laredo, Texas	Paragon Builders, Inc. Laredo, Texas
Base Bid	\$606,300.00	\$590,553.00 (\$590,353.00 – Corrected Bid)	\$560,000.00	\$596,586.90	\$882,986.00
Additive Alternate No. 1 (Add pigmentation to all exposed concrete slabs)	\$6,100.00	\$13,650.00	\$6,800.00	\$5,268.45	\$12,500.00
Additive Alternate No. 2 Coordinate, purchase, delivery, and install the Waterplay "Pop-Its" system	\$88,575.00	\$57,500.00	\$55,000.00	\$79,893.00	\$85,000.00
Additive Alternate No. 3 (Provide and install color coated standing seam roof panels in lieu of Galvalum finish standing seam roof panels.	\$6,850.00	\$4,200.00	\$1,000.00	\$1,104.16	\$3,800.00
Additive Alternate No. 4 (Provide and install a rain water collection system)	\$15,000.00	\$28,500.00	\$5,950.00	\$42,256.78	\$8,500.00

FINANCIAL IMPACT:
Funding is available in the:
2008 C.O. – Account No. 463-9822-535-9593 - \$250,000.00
2009 C.O. – Account No. 464-9822-535-9593 - \$310,000.00

COMMITTEE RECOMMENDATION: Approved by the Operations Committee on June 15, 2010, and by the Finance Committee on June 15, and on June 29, 2010.	STAFF RECOMMENDATION: Approval of Motion.
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The bid and bid bonds for Zertuche Construction, LLC., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of \$560,000.00 to the lowest bidder Zertuche Construction, LLC., Laredo, Texas. Bid submitted by Zertuche Construction, LLC., herewith attached.

Construction contract time is one hundred twenty (120) calendar days after notice to proceed is issued.

3

PROPOSAL

To: The City of Laredo, Texas
Honorable Raul G. Salinas, Mayor

From: Zertuche Construction
Contractor

Address: 101 Calle del Norte, Ste 4
Laredo, TX 78041

Project: NORTH CENTRAL PARK TRAILHEAD FACILITY

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

Acknowledgement of Addenda: (Please initial & date)

Addendum No. 1: 5/8/10 RZM 1

Addendum No. 2: 5/10/10 RZM

Addendum No. 3: 5/18/10 RZM

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgement of other documents: (Please initial & date)

Wage Determination: TX20070118 RZM 5/8/10

Wage Determination: TX20070029 RZM 5/8/10

AFFIDAVIT

NORTH CENTRAL PARK TRAILHEAD FACILITY

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

being first duly sworn, deposes and says Ramon Zertuche II
That he is the President
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract, and that all statements in said proposal or bid are true.

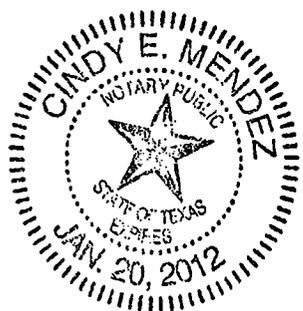
[Signature]
Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 13th day of May, 2010.

[Signature]
Notary Public

My Commission expires:
1-20-2012



INFORMATION TO CONTRACTORS

NORTH CENTRAL PARK TRAILHEAD FACILITY

The Contractor's attention is directed to Special Provision 111-6233, "Important Notice to Contractors," and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, Acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate for each contract by the Department. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptroller's toll free number 1-800-252-5555.

Issued 10/29/91

SPECIAL PROVISION

No. 000-6233

IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraph (s) (1) defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for exemption. The rule states that contractors improving realty for organization listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. **THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.**

Only those contracts with school districts and nonprofit hospital qualify for the exemption discussed in section (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax as the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated in to the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

If the Contractor operates under a "separated contract," the Department will furnish the Contractor with an exemption certificate for the applicable materials.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit an sales tax application for a sales tax permit applications by calling the State Comptroller's toll free number 1-800-525-5555.

Contractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials, is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontracts are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier

**NORTH CENTRAL PARK
TRAILHEAD FACILITY**

ADDENDUM #3

PAGE 3 of 6

Date: 05/13/2010

BID SCHEDULE

Note: All bid items must be filled in with words and numbers, and the "Information from Bidders" form shall be filled completely and submitted, otherwise the bid may be considered not valid.

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	AMOUNT BID
BUILDING AND ADJACENT IMPROVEMENTS					
1	1	L.S.	Furnish all labor, equipment, and material necessary to construct this project as per plans and specifications. This item includes the following allowances; ADA Allowance - \$3,000.00, Signage Allowance - \$2,500.00, Landscape Allowance - \$3,000.00, Betterment Fund - \$3,000.00, Play Structure Allowance - \$24,000.00, as per section 01020, paragraph 1.04 of the Specifications Book pages 102-103. Complete at, <u>Five Hundred</u> <u>Sixty Thousand</u> <u>Dollars</u>	1	<u>560,000⁰⁰</u>

TOTAL BASE BID (In Figures) ~~~~~ 560,000⁰⁰

TOTAL BASE BID (In Words) Five Hundred Sixty Thousand

Dollars and zero cent

ADDITIVE ALTERNATES

2 1 L.S. Furnish all labor, equipment, and material to add pigmentation to all exposed concrete slabs at Breezeway, splash area, info kiosk, and concrete footing for 3' high chain link fence around the playground area.
Pigmentation as per section 033519 of the Specifications Book, pages 194-195, as per plans and specifications. Complete at, _____
Six thousand Eight
Hundred Dollars

1 6800⁰⁰

3 1 L.S. Furnish all labor, equipment, and material to coordinate, purchase, delivery, and install the Waterplay "Pop-Its" system and all of its components as described in section 02815 of the Specifications Book, page 167, as per plans and specifications. Complete at, _____
Fifty Five Thousand
Dollars.

1 55,000⁰⁰

4 1 L.S. Furnish all labor, equipment, and material to provide and install color coated standing seam roof panels as per section 01030, paragraph 1.04, Add Alternate No.3 of the Specifications Book page 104.
In lieu of:
Galvalum finish standing seam roof panels called in section 074100 of the specifications book , pages 234-240.
As per plans and specifications. Complete at, _____
One Thousand
Dollars.

1 1000⁰⁰

5 1 L.S. Furnish all labor, equipment, and material to provide and install a rain water collection system as per description in section 01030, paragraph 1.04, Add Alternate No.4 of the Specifications Book page 104, as per plans and specifications. Complete at, _____

1 5,950⁰⁰

Five thousand
Nine hundred & fifty
Dollars

NOTE:

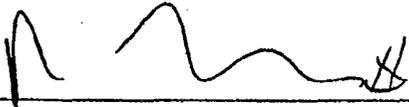
* TxDOT STANDARDS, TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE TEXAS ARCHITECTURAL BARRIERS ACT SHALL GOVERN ON THE TYPE, PLACE, HEIGHT, AND DIMENSIONS OF SIGNS INSTALLED IN THIS PROJECT.

* BIDDERS SHALL INSPECT THE EXISTING CONDITIONS OF THE PROJECT SITE AND INFORM THEMSELVES THROUGH PLANS, AND SPECIFICATIONS REGARDING THE PROJECT REQUIREMENTS BEFORE SUBMITTING THIS BID.

* ALL BID ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.

* ALL BID ITEMS WILL BE PAID WHEN COMPLETE IN PLACE, TESTED, & ACCEPTED BY THE CITY.

* CONTRACTOR IS RESPONSIBLE TO COMPLY WITH CITY, STATE, AND FEDERAL REQUIREMENTS.



Authorized Signature(s)

Ramon Zentuebe II

Printed or typed names appearing above

Zentuebe Construction

Name of Company

107 Colledel North, Ste 40

Address of Company

Laredo, TX 78041

956-727-0092

Phone number/Fax number

STATEMENT OF MATERIALS AND OTHER CHARGES

NORTH CENTRAL PARK TRAILHEAD FACILITY

MATERIALS INCORPORATED INTO THE PROJECT:

\$ 336,000

ALL OTHER CHARGES:

\$ 224,000

*TOTAL:

\$ 560,000

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

NORTH CENTRAL PARK TRAILHEAD FACILITY

Proposed Progress Schedules:

as required by City of Laredo plans + Specifications

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and condition and location)

670 John Deere Motorgrader
3000 G - Peter Bilt Water Truck
Ingersoll Rand Sheepfoot Roller
Ingersoll Rand 60" Double Drum Roller
Ingersoll Rand Pneumatic Roller
790 John Deere Excavator
740 John Deere Scraper
Baw Know Paver 510 John Deere Backhoe

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

Libon, 3G Paving, City Ready Mix,
Rob K. Carachos Shuco, JO Roofing,
JJ Roofing, Triple J, Construction,
Triple A Contractor, A Plus Plumbing,
QFS Electric, Valls Electric, Olympia Landscaping,
Evergreen Landscaping, Fence Masters, Ultra Mobile,
Duarte Paint, Bricks + Tile.

INFORMATION FROM BIDDERS

(MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL)

NORTH CENTRAL PARK TRAILHEAD FACILITY

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: LCC Improvements to Main Campus Ph I
Value of Contract: \$1.7m
Date Completed: 3/07
2. Name of Project: LCC South Sports Complex
Value of Contract: \$3.1m
Date Completed: July 2010
3. Name of Project: Zapata High Baseball Field
Value of Contract: \$1.8m
Date Completed: 9/2009

Experience Data: Include name and experience record of the Superintendent)

Jaimie Renteria
Oscar Huerta

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

BID BOND

NORTH CENTRAL PARK TRAIL HEAD FACILITY

KNOW ALL MEN BY THESE PRESENT, that we the undersigned Zertuche Construction, LLC as Principal, and International Fidelity* as Surety, are hereby held and firmly bound unto City of Laredo as Owner in the penal sum of 5% of total amount bid for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 13th day of May, 2010 *Insurance Company

The condition of the above obligation is such that whereas the Principal has submitted to City of Laredo a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the North Central Park Trailhead Facility

NOW, THEREFORE,

If said Bid shall be rejected, or in the alternate,

I said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

That this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers; the day and year first set forth here.

Zertuche Construction, LLC (L.S.)

Principal [Signature]

Surety International Fidelity Insurance Company

By: [Signature] Amber Jones, Attorney-in-Fact

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**AMBER JONES, APRIL R. MICHAELIS, JACKIE SMITHSON, GEORGE SCHNELLER, ELNORA CRUTHIS,
DARRIN J. WEBER**

Dallas, TX

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and;
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



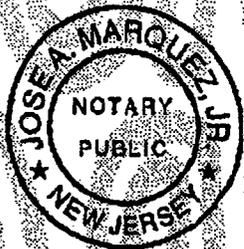
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and this copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN-THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of May, 2010

Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

COUNCIL COMMUNICATION

DATE: 07/06/10	SUBJECT: MOTION Award of construction contract to the lowest bidder Modern Construction, Inc., Laredo, Texas, in the base bid amount of \$6,505,000.00 for the Northwest Laredo Community Center to be located at 15201 Cerralvo Drive located in the Villas San Agustin Subdivision Unit 3 with a construction contract time of four hundred twenty (420) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the 2007, 2008 and 2009 C.O. Bond.
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: The work of this contract comprises construction of approximately 46,847 square feet for a new two-story community center. The structure includes recreation, library and senior center components, as well as multipurpose space and associated support functions. Site work includes, but is not limited to, earthwork, utilities, landscaping, irrigation, and parking for approximately 170 vehicles. Plans and specifications were prepared by Brinkley Sargent Architects, Dallas, Texas.	
Page 1 of 2	
FINANCIAL IMPACT: Funding is available in the: 2007 C.O. Bond – Account No. 462-9854-535-9525 - \$988,700.00 2008 C.O. Bond – Account No. 463-9854-535-9556 - \$4,592,050.00 2009 C.O. Bond – Account No. 464-9822-535-9556 - \$924,250.00	
COMMITTEE RECOMMENDATION: Approved by the Finance Committee on Tuesday, June 29, 2010.	STAFF RECOMMENDATION: Approval of Motion.

Eight (8) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, June 17, 2010, and publicly opened, read, and taken under advisement on Friday, June 18, 2010, at 10:00 A.M. as follows:

Contractor (Bidder)	Base Bid	Alt. No. 1	Alt No. 2	Alt. No. 3	Alt No. 4	Alt. No. 5	Alt. No. 6	Alt. No. 7
Modern Construction, Inc. Laredo, Texas	\$6,505,000.	\$42,450.00	\$386,607.00	\$100,000.00	\$39,500.00	\$118,000.00	\$3,000.00	\$10,400.00
CR Reynolds, Inc. Sherman, Texas	\$7,295,000.	\$109,748.00	\$151,800.00	\$69,424.00	\$45,515.00	\$91,000.00	\$1,012.00	\$6,000.00
Davila Construction San Antonio, Texas	\$7,150,000.	\$83,000.00	\$180,000.00	\$32,000.00	\$43,000.00	\$88,000.00	\$3,000.00	\$5,000.00
Leyendecker Construction Laredo, Texas	\$6,720,000.	\$52,000.00	\$225,000.00	\$100,000.00	\$44,000.00	\$120,000.00	\$7,000.00	\$3,500.00
Burton Construction Sugar Land, Texas	\$6,759,380.	\$87,000.00	\$389,000.00	\$65,000.00	\$40,000.00	\$111,000.00	\$105,000.	\$0-
Don Krueger Construction Co. Victoria, Texas	\$7,085,000.	\$106,500.00	\$161,000.00	\$42,000.00	\$38,000.00	\$91,000.00	\$3,000.00	\$8,000.00
Marshall Company Corpus Christi, Texas	\$7,473,000.	\$88,000.00	\$192,000.00	\$71,000.00	\$47,000.00	\$92,000.00	\$5,200.00	\$4,200.00
Stoddard Construction Management, Inc. Bulverde, Texas	\$7,090,000.	\$93,000.00	\$340,000.00	\$119,000.00	\$44,000.00	\$90,000.00	\$4,000.00	\$5,000.00

Alternates are as follows:

Alternate No. 1 – provide commodity acoustical roof deck in lieu of architectural deck at high roof.

Alternate No. 2 – omit paving scope of work.

Alternate No. 3 – omit planting scope of work.

Alternate No. 4 – omit irrigation scope of work.

Alternate No. 5 – omit utility scope of work.

Alternate No. 6 – omit etched granite medallion in lobby 102.

Alternate No. 7 – provide zinc-rich primer in lieu of hot-dipped galvanizing of shade structures.

The bid and bid bonds for Modern Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the base bid amount of \$6,505,000.00 to the lowest bidder Modern Construction, Inc., Laredo, Texas.

Bid submitted by Modern Construction, Inc., herewith attached.

Construction contract time is four hundred twenty (420) calendar days after notice to proceed is issued.

#7

Date: JUNE 17, 2010

Bidder: MODERN CONSTRUCTION, INC.

Address: PO BOX 1969 - LAREDO, TX 78044-1969

Phone: 2120 BLAINE ST. - LAREDO, TX 78043

~~956-724-9001~~

Fax: 956-722-3262

To: The City of Laredo, Texas
Honorable Raul G. Salinas, Mayor

The Undersigned having examined the Contract Documents, the site of the proposed work and being familiar with all the conditions of the same, hereby proposes to furnish all labor, materials, equipment and services necessary to complete the Construction for:

NORTHWEST LAREDO COMMUNITY CENTER

in accordance with the Contract Documents prepared by Brinkley Sargent Architects, Dallas, Texas.

BASE BID: SIX MILLION FIVE HUNDRED FIVE THOUSAND DOLLARS

DOLLARS (\$ 6,505,000.00)

The Undersigned agrees, if awarded the Contract, to commence the work within ten (10) days of the date of the Notice to Proceed and to complete the work within **four hundred twenty (420)** calendar days from time of starting. Refer to Section 01030 for detailed description of alternates.

ALTERNATE NO. 1: Provide commodity acoustical roof deck in lieu of architectural deck at high roof.

Forty Two Thousand Four Hundred Fifty Dollars----- DOLLARS (\$ 42,450.00)

ALTERNATE NO. 2: Omit paving Scope of Work.

Three Hundred Eighty Six Thousand Six Hundred Seven ---- DOLLARS (\$ 386,607.00)

ALTERNATE NO. 3: Omit planting Scope of Work.

One Hundred Thousand Dollars----- DOLLARS (\$ 100,000.00)

ALTERNATE NO. 4: Omit irrigation Scope of Work.

Thirty-Nine Thousand Five Hundred Dollars----- DOLLARS (\$ 39,500.00)

ALTERNATE NO. 5: Omit utility Scope of Work.

One Hundred Eighteen Thousand Dollars----- DOLLARS (\$ 118,000.00)

ALTERNATE NO. 6: Omit etched granite medallion in Lobby 102.

Three Thousand Dollars----- DOLLARS (\$ 3,000.00)

ALTERNATE NO. 7: Provide zinc-rich primer in lieu of hot-dipped galvanizing of shade structures.

Ten Thousand Four Hundred Dollars----- DOLLARS (\$ 10,400.00)

UNIT PRICES: Any adjustments, additions/deductions from the amounts of work included in this proposal shall be computed at the following unit prices, which shall include all charges and prices.

	ADD	DEDUCT
Installed electrical main service line (conduit & conductor)	\$ 100/LF	\$ 100/LF
Drilled pier, 18" diameter, per LF (typical)	\$ 19.60	\$ 13.12
Drilled pier, 24" diameter	\$ 28.05	\$ 19.37
Drilled pier, 30" diameter	\$ 42.71	\$ 29.67
Drilled pier, 30" diameter	\$	\$
Casing for 18" diameter pier, per LF (typical)	\$ 18.57	\$ 12.12
Casing for 24" diameter pier	\$ 31.13	\$ 17.87
Casing for 30" diameter pier	\$ 52.96	\$ 28.67
Casing for 36" diameter pier	\$	\$
Installed concrete sidewalk paving, including subgrade, per SF	\$ 16.36	\$ 15.67
Installed asphaltic paving, including subgrade, per SF	\$ 18.45	\$ 18.00
Installed native grass mix, per Sq Yd.	\$ 1.20	\$ 1.17
Installed steep slope grass mix, per Sq Yd.	\$ 1.20	\$ 1.17
Installed sod, per Sq Yd.	\$ 3.74	\$ 3.65
Items to be priced per cubic yard:		
Imported select fill, in place per geotech recommendations	\$	\$
Excavation, rework & replacement of on-site soils per geotech	\$ 3.07/cy	\$ 3.00/cy
Haul-off of any unsuitable soil or debris discovered in site soils	\$ 6.70/cy	\$ 6.50/cy

Enclosed with this Proposal is Bid Security as follows: (Check One)

Bid Bond Cashier's Check

in the amount of 5% of the BASE BID, payable to the Owner, as a guarantee that if awarded the Contract, the Undersigned will, within ten (10) days, execute Contract and Surety Bonds on the forms provided, with Corporate Surety satisfactory to the Owner.

Enclosed with this Proposal is a letter from the Bidder's bonding company stating the Bidder's bonding capacity for this project.

Acknowledgement is made of the receipt of addendum nos. 1,2,3,4,5 & 6 & 7

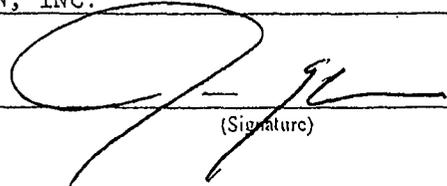
Acknowledgment of other documents: (Please initial and date)

Wage Determination:  6-17-10

Labor Provisions:  6-17-10

Affirmative Action Program:  6-17-10

MODERN CONSTRUCTION, INC.
Contractor

By JOSE E GARCIA,
(Printed Name)  (Signature)

Title: PRESIDENT

Proposed Principal Subcontractors:

1. Structural Concrete MODERN CONSTRUCTION, INC.
2. Mason ORTIZ MASONRY, INC.
3. Structural Steel Erection MODERN CONSTRUCTION, INC.
4. Roofing MILKENS ROOFING
5. Landscaping EVERGREEN LANDSCAPING
6. Painter GARCIA PAINTING
7. Plumbing CITY PLUMBING
8. HVAC GATEWAY AIR CONDITIONING
9. Electrical H.N.A. ELECTRIC COMPANY

Proposed Project Team:

1. Home Office Executive in Charge JOSE E GARCIA
2. Project Manager FERNANDO CASTANEDA
3. Job Site Superintendent DOUGLAS MARTINEZ

Project: Northwest Laredo Community Center

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

JOSE E GARCIA

being first duly sworn, deposes and says

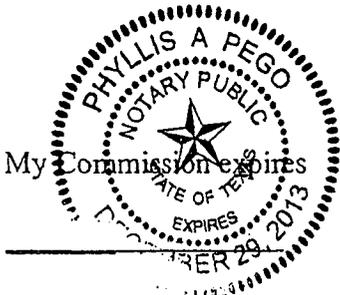
That he is PRESIDENT
(a Partner or Officer of the firm of, etc.)

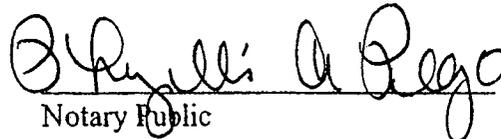
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.


Signature of JOSE E GARCIA, PRESIDENT

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17th day of JUNE, 20 10.




Notary Public

INFORMATION TO CONTRACTORS

PROJECT: Northwest Laredo Community Center

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate for each contract by the Department. Also the Contractor must issue resale certificates to suppliers.

Issued 10/29/91

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

Project: Northwest Laredo Community Center

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: LAREDO FREIGHT DISPATCH - 2 STORY NEW FACILITY - 52,842 SF WHSE
Value of Contract: \$1,425,500.00 11,250SF OFFICE W/ELEVATOR
Date Completed: OCTOBER 2004
2. Name of Project: GALVAN GROUP INC - 2 STORY NEW FACILITY - 170,016SF WHSE &
Value of Contract: \$4,315,359.00 10,956SF OFFICE W/ELEVATOR
Date Completed: JAN. 2005
3. Name of Project: EMBARCADERO COMMERCE CTR #5 - 2 STORY NEW FACILITY - 8,225SF OFFI
Value of Contract: \$5,878,750.00 202,202SF WHSE W/ELEVATOR
Date Completed: SEPT. 2007

Experience Data: (Include name and experience record of the Superintendent)

*SEE ATTACHMENT

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

**JOSE EDUARDO GARCIA
PRESIDENT**

PERSONAL DATA:

Date of Birth:

August 26, 1969

EDUCATION:

B.A. in Business Management- Metropolitan State College of Denver,
Denver, Colorado -2000

CONSTRUCTION INDUSTRY ACTIVITIES:

Member of The Laredo Builders Association

CONSTRUCTION EXPERIENCE:

14 years of experience in the following areas of construction:

Multi-family housing
Warehousing
Commercial & Financial Buildings
NFL Football Stadium
Civic Convention Center
Residential and commercial site developments
Roads and Bridges

2008 to Present	MODERN CONSTRUCTION, INC <u>President</u>
2003 to 2008	MODERN CONSTRUCTION, INC. <u>Director of Operations</u> Responsible for the overall project coordination, management and administrative functions from project development through project completion.
1995 to 2003	ALVARADO CONSTRUCTION (Denver Colorado) <u>Project Engineer</u> Responsible for the overall project coordination, management and administrative functions from project development through project completion.



RAMIRO R. RENDON
VICE PRESIDENT/DIRECTOR OF ESTIMATING

PERSONAL DATA:

Date of Birth: October 6, 1951

EDUCATION:

B.S. in Construction Engineering - Texas A & M University,
Bryan, Texas - 1975

CONSTRUCTION INDUSTRY ACTIVITIES:

Member of The Laredo Builders Association

CONSTRUCTION EXPERIENCE:

30 years of experience in the following areas of construction:

Custom Homes
Multi-family housing
Warehousing
Commercial & retail buildings

1989 **MODERN CONSTRUCTION, INC.**
to Director of Estimating/Construction Manager
present Responsible for the overall project coordination, management and administrative
 functions from project development through project completion.



HECTOR G. GARCIA JR.
PROJECT MANAGER

PERSONAL DATA:

Date of Birth: September 25, 1965

EDUCATION:

B.S. in Accounting-University of New Haven, New Haven Connecticut, May 2005
Associate Degree in Business Administration w/Accounting Certificate-Gateway Community College- 2002

EXPERIENCE:

2006 **Modern Construction, Inc., Laredo Tx**
to Project Manager:
Present Responsible for the overall project coordination, management and administrative functions from project development through project completion

2002 **The Bilco Company, New Haven CT**
to International Inside Sales Representative:
2006

- Sales architectural products to distributors and contractors in the USA, Mexico, Argentina, Chile, Uruguay and Venezuela
- Creatively organized sales programs and marketing concepts for the Latin countries
- Designed and coordinated the show booth for the Mexico City Trade show



FERNANDO CASTANEDA
PROJECT MANAGER

PERSONAL DATA:

Date of Birth: July 7, 1976

EDUCATION:

B.S. in Architecture from Universidad Autonoma del Estado de Mexico, 2000

EXPERIENCE:

10 years of construction experience in various fields of construction.

2007 **Modern Construction, Inc., Laredo Tx**
to Project Manager:
present Responsible for the overall project coordination, management and administrative
 functions from project development through project completion

2000 **Copachisa S.A.de C.V.**
To Industrial Construction:
2007

- Six years head of purchasing department
- Subcontractor Administration
- Project Management



*DOUGLAS MARTINEZ
SUPERINTENDENT*

EDUCATION:

**B.S. Architect - Universidad Autonoma de Nuevo Leon,
Monterrey, Mexico**

EXPERIENCE:

24 Years of experience in the following areas of construction:

Custom House
Commercial Buildings
Warehousing

WORK HISTORY:

1987 **Superintendent:**
 ♦ Overlooks all aspects of projects for Modern Construction, Inc.

to

Present Worked as intern architect at the following Firms:

- ♦ Promotora Geo de Monterrey, Mexico
- ♦ Grupo Rovini – Monterrey, Mexico
- ♦ Northside Reception Center
- ♦ E. Garza Construction Co.

Overview of projects completed:
Development Project – Tabasco, Mexico
Housing Project – Monterrey, Mexico
Warehousing Projects – Laredo, Texas



JOSE A MORALES
ASSISTANT SUPERINTENDENT

EDUCATION:

Attended school in Nvo. Laredo, Tamps. Mexico

EXPERIENCE:

35 years of experience in the following areas of construction:

- ◆ Residential Homes
- ◆ Commercial Buildings
- ◆ Office Buildings
- ◆ Warehousing

WORK EXPERIENCE:

Assistant Superintendent (Carpenter) Responsible for overall coordination from project development through project completion.

1980
to
present **Modern Construction, Inc. -- Assistant Superintendent**
Overview of all projects

1975
to
1980 **Armadillo Construction -- Carpenter -**



OSCAR MONROY
ASSISTANT SUPERINTENDENT

EDUCATION:

Attended School in San Luis Potosi , Mexico
Universidad Altelnima del Potosi - Abita

EXPERIENCE:

14 years of experience in the following areas of construction:

- ◆ Commercial Buildings
- ◆ Office Buildings
- ◆ Warehousing
- ◆ Schools

WORK EXPERIENCE:

Assistant Superintendent. Responsible for overall coordination from project development through project completion.

2004 Modern Construction, Inc. – Assistant Superintendent
to Responsible for the overall coordination from the project's development through project
present completion.

1996 Levendecker Construction – Supervisor
to
2004





PROTECT. MANAGE. GROW.

USI Southwest
7600-B N. Capital of Texas Hwy. #200
Austin, TX 78731-1184
www.usi.biz
Phone: 512-451-7555
Fax: 512-467-0113

June 1, 2010

Re: Modern Construction, Inc.

To Whom It May Concern:

Insurance Company of the West has the continuing privilege of providing the surety bonds for Modern Construction, Inc. Modern Construction, Inc. has a \$15,000,000.00 any single bond and \$35,000,000.00 aggregate bond program. With regards to any project, we anticipate no problems in providing the necessary performance and payment bonds on behalf of Modern Construction, Inc. However, please note that the decision to issue the bonds is a matter between Modern Construction, Inc. and Insurance Company of the West that will be subject to our standard underwriting practices at the time of the final bond request, which will include, but not limited to the acceptability of the contract documents and bond forms. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Insurance Company of the West places its trust in the integrity, business acumen and professional qualifications of the management team heading up Modern Construction, Inc.

Should you have any questions regarding this letter of reference, please do not hesitate to contact me at 512 651-4176.

Sincerely,

A handwritten signature in black ink that reads "Robert C. Fricke".

Robert C Fricke
Attorney-in-Fact for Insurance Company of the West

RCF/le

I.C.W. GROUP

- INSURANCE COMPANY OF THE WEST
- EXPLORER INSURANCE COMPANY
- INDEPENDENCE CASUALTY AND SURETY COMPANY

11455 EL CAMINO REAL, SAN DIEGO, CA 92130-2045
 P.O. BOX 85563, SAN DIEGO, CA 92186-5563
 (858) 350-2400 FAX (858) 350-2707
 www.icwgroup.com

BOND NO. Bid Bond

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Modern Construction, Inc., (hereinafter called the Principal), and Insurance Company of the West, a corporation organized and doing business under and by virtue of the laws of the State of CA and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of TX, as Surety, are held and firmly bound unto City of Laredo (hereinafter called the obligee) in the just and full sum of Five Percent of Amount Bid Dollars (5%) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal dated June 17, 2010 for bid Northwest Laredo Community Center 15201 Cerralvo Drive, Laredo, TX in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 17th day of June, 2010.

Modern Construction, Inc.

BY: [Signature]

Insurance Company of the West

BY: [Signature]
 Linda K. Edwards
 Attorney-in-Fact



ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

WILLIAM H. PITTS, JR., WESLEY M. PITTS,
STEVEN W. SEARCEY, LINDA K. EDWARDS, ROBERT C. FRICKE,
APRIL M. TERBAY, CYNTHIA GIESEN, DOUG LAS J. WEALTY

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

Jeffrey D. Sweeney, Assistant Secretary

J. Douglas Browne, Senior Vice President

State of California) ss.
County of San Diego

On May 21, 2009, before me, JoAnn Pache, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



JoAnn Pache, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your Summit Global Partners of Texas, Inc. DBA USI Southwest at 512-451-7555.

3 You may call Insurance Company of the West/Independence Casualty & Surety Company's toll-free telephone number for information or to make a complaint at:

1-800-877-1111

4 You may also write to Insurance Company of the West/Independence Casualty & Surety Company at:

11455 El Camino Real
San Diego, CA 92130-2045

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Summit Global Partners of Texas, Inc. DBA USI Southwest first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su Summit Global Partners of Texas, Inc. DBA USI Southwest al 512-451-7555.

Usted puede llamar al numero de telefono gratis de Insurance Company of the West/Independence Casualty & Surety Company's para informacion o para someter una queja al:

1-800-877-1111

Usted tambien puede escribir a Insurance Company of the West/Independence Casualty & Surety Company al:

11455 El Camino Real
San Diego, CA 92130

Puede Comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo; debe comunicarse con el Summit Global Partners of Texas, Inc. DBA USI Southwest primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento.(TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/28/2010

PRODUCER USI Southwest Austin 7600-B N. Capital of Texas Highway Suite 200 Austin, TX 78731	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Modern Construction, Inc.; Equip-R P. O. Box 1969 Laredo, TX 78044	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Lloyds Insurance Company	41262
	INSURER B: Travelers Indemnity Company of CT	25682
	INSURER C: Travelers Property Cas. Co. of Amerl	25674
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CO6958N145	07/10/09	07/10/10	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COM/OP AGG	\$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA6958N262	07/10/09	07/10/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUP5409B922	07/10/09	07/10/10	EACH OCCURRENCE	\$2,000,000
					AGGREGATE	\$2,000,000
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	UB6958N298	07/10/09	07/10/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

As required by written contract, Certificate Holder is Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability, Automobile Liability and Workers' Compensation policies include a Waiver of Subrogation in favor of the Certificate Holder.

CERTIFICATE HOLDER

NORTHWEST LAREDO COMMUNITY CENTER
CITY OF LRAEDO
1110 HOUSTON STREET
LAREDO, TX 78040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
J. W. Wagner

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

MODERN CONSTRUCTION, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 15-MAY-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1741844131100
File/Vendor Number: 81295
Approval Date: 11-MAY-2010
Expiration Date: 11-MAY-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

COUNCIL COMMUNICATION

DATE: 7/6/2010	SUBJECT: MOTION Authorizing the City Manager to allocate \$23,516.07 to pay for legal services rendered and to be rendered by the Law Firm of Denton, Navarro, Rocha & Bernal in the matter of Fructuoso San Miguel V. City of Laredo, Cause No. 2008-CVF-000993-D3, in the 341st Judicial District of Webb County, Texas. Funding is available in General Fund.	
INITIATED BY: Carlos Villarreal City Manager		STAFF SOURCE: Raul Casso City Attorney
PREVIOUS ACTION: None.		
BACKGROUND: None		
FINANCIAL: None		
RECOMMENDATION: None.		STAFF RECOMMENDATION: None.

COUNCIL COMMUNICATION

DATE: 7/06/10	SUBJECT: STAFF REPORT Discussion with possible action to consider Police Sergeant Armando Elizondo, Jr.'s first request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code.	
INITIATED BY: Horacio De Leon, Jr., Asst. City Manager Carlos Villarreal, City Manager		STAFF SOURCE: Daniel E. Migura, Jr., Human Resources Director
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: Police Sergeant Armando Elizondo, Jr. suffered a work related injury on February 28, 2001. March 2, 2007 – had surgery to repair injury. Secondary surgical procedure February 4, 2010. Exhausted the Return to Work Policy on June 14, 2010.		
FINANCIAL IMPACT: Funding is available in the 101-2310-521-1110 personnel line item.		
COMMITTEE RECOMMENDATION: None		STAFF RECOMMENDATION: Recommendation will be made by staff during this presentation.

CITY OF LAREDO
Employee Status Information

Employee	:	1413		ELIZONDO JR, ARMANDO
Authorized position/auth	:	51559	90	POLICE SERGEANT
Actual position number	:	51559		POLICE SERGEANT
Authorized Dp/Dv/Act	:	23 66 521		POLICE/PATROL DIVISION/PU
Actual Dp/Dv/Act	:	23 66 521		POLICE/PATROL DIVISION/PU
Employee status	:	RG		REGULAR
Full time/Part time	:	F		F=Full time, P=Part time
Date of hire	:	3/27/95		15 Years 2 Months
Total service date	:	3/27/95		15 Years 2 Months
Longevity date	:	0/00/00		0 Years 0 Months
Pay frequency	:	BW		BI-WEEKLY
Scheduled hours	:	B8		Bi-weekly monday-friday 8 BW

Percent	Project Expense Distribution
100.000	101-2366-521.11-10

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Press Enter to continue.

F3=Exit F12=Cancel

To: Mr. Dan Migura
Human Resources Director

From: Alejandro Perez, LVN
Licensed Vocational Nurse II

Date: June 16, 2010

Re: Armando Elizondo
Police Officer
Work Related Injury
Lower Back Injury
Date of Injury 2/28/2001
260 Date: 6/14/2010

Nature of Injury: While serving an arrest warrant officer slipped and fell injuring his left wrist and lower back.

02/28/2001- Officer seen in LCM ER. Officer returned to full duty

07/11/2001- Appt with Dr A. Garza- Gongora. Officer continued on full duty.

08/16/2001- Appt with Dr. A. Garza – Gongora. Officer continued on full duty.

09/12/2001- Appt with Dr. A. Garza – Gongora. Officer continued on full duty. Officer referred to Dr. J. Sued for evaluation and treatment of injury. Appt on 9/19/01 with Dr. Sued.

09/19/2001- Appt with Dr J Sued. Officer continues on full Duty. Next appt with Dr Garza Gongora 10/23/01.

10/23/201- Appt with Dr. A. Garza – Gongora. Officer continued on full duty. Next appt 12/14/01 with Dr Garza Gongora.

12/14/2001- Appt with Dr. A. Garza – Gongora. Officer continued on full duty. Next appt with Dr Garza Gongora on 2/20/02

02/20/2002- Appt with Dr. A. Garza – Gongora. Officer continued on full duty. Next appt with Dr Garza Gongora on 5/10/02

05/10/2002- Appt with Dr. A. Garza – Gongora. Officer continued on full duty. Next appt with Dr Garza Gongora on 8/26/02

08/26/2002- Appt with Dr. A. Garza – Gongora. Officer continued on full duty. Next appt with Dr Garza Gongora on 1/16/03

01/16/2003- Appt with Dr. A. Garza – Gongora. Officer continued on full duty. Next appt with Dr Sued 11/11/04.

11/11/2004- Appt with Dr. J Sued. Officer continues on full duty. Next appt with Dr D Dennis 11/16/05.

11/16/2005- Appt with Dr D Dennis. Officer continues on full duty. Next appt with Dr Sued 8/16/06.

08/16/2006- Appt with Dr. J Sued. Officer off duty from 8/16/06 to 8/16/06. Next appt Dr Sued 8/17/06.

08/17/2006- Appt with Dr. J Sued Officer continues on full duty.

02/14/2007- Officer receives notice that surgery is scheduled for 3/2/2007 @ 1030am from A.R Garza Vale's office.

03/02/2007 - Officer has surgery to repair L5 S1 area. Surgeon for procedure is Dr A Garza-Vale. Next appt with Dr Garza Vale 3/19/07

03/19/2007 – Appt with Dr Garza Vale follow up post surgery. Officer continues off work until next visit. Next appt Dr Garza Vale in approximately 4-5 weeks.

04/05/2007 – Request for modified duty sent to Dr Garza Vale's office by EHW nurse. Request is denied by doctor.

05/25/2007 – Appt with Dr Garza Vale . Officer continues off work until next visit. Next appt Dr Garza Vale in 6 weeks.

6/12/2007 – Appt with Dr Garza Vale. Officer continues off work until next visit. Patient referred back to Dr J Sued for further evaluation and treatment. Next appt with Dr Sued 8/14/2007.

08/14/2007 – Appt with Dr J Sued. Officer to return to Full duty as of 8/20/2007.

12/03/2009 - Officer has appt with Dr A Garza Vale after complaining of lower back pain. Officer taken off work until 01/03/10. Next appt 12/7/09

12/07/2009- Appt with Dr Garza Vale. Officer continues off work until next visit. Next appt With Dr Garza Vale 12/30/09

12/30/2009 – Appt with Dr Garza Vale Officer continues off work until 1/31/10. Next appt pending diagnostic testing.

01/08/2010 - Surgical procedure approved by pre certification company. Surgery scheduled for 2/4/10.

02/04/2010- Surgical procedure done to lower back area by Dr Garza Vale.

03/04/2010- Request of status sent to Dr Garza Vale .

02/22/2010- Appt with Dr Garza Vale. Officer continues of work Next appt with Dr Garza Vale 4/19/10

04/19/2010- Appt with Dr Garza Vale. Officer continues of work Next appt with Dr Garza Vale 6/01/2010

05/11/2010 – Return to work committee meeting with employee present held at HR Del Mar office.

06/01/2010 - Appt with Dr Garza Vale. Officer continues of work Next appt with Dr Garza Vale 7/20/10.

06/14/2010 - Officer Elizondo reaches 260 date today.

COUNCIL COMMUNICATION

DATE: 7/06/10	SUBJECT: STAFF REPORT Discussion with possible action to consider a third request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Investigator Jesus Munoz.	
INITIATED BY: Horacio De Leon, Jr., Asst. City Manager Carlos Villarreal, City Manager	STAFF SOURCE: Daniel E. Migura, Jr., Human Resources Director	
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: Investigator Jesus Munoz suffered this work related injury on July 2, 1999. March 2004 – had surgery to repair injury. December 4, 2000 through February 16, 2001 – Placed on modified duty. 1 st Extension – Requested and granted for 180 days effective January 7, 2005. 2 nd Extension – Requested and granted for 60 days effective September 27, 2005.		
FINANCIAL IMPACT: Funding is available in the 101-2310-521-1110 personnel line item.		
COMMITTEE RECOMMENDATION: None	STAFF RECOMMENDATION: Recommendation will be made by staff during this presentation.	

CITY OF LAREDO
Employee Status Information

Employee	:	2249		MUNOZ, JESUS J
Authorized position/auth	:	50857	200	POLICE INVESTIGATOR
Actual position number	:	50857		POLICE INVESTIGATOR
Authorized Dp/Dv/Act	:	23	66 521	POLICE/PATROL DIVISION/PU
Actual Dp/Dv/Act	:	23	66 521	POLICE/PATROL DIVISION/PU
Employee status	:	RG		REGULAR
Full time/Part time	:	F		F=Full time, P=Part time
Date of hire	:	8/23/93		16 Years 9 Months
Total service date	:	8/23/93		16 Years 9 Months
Longevity date	:	0/00/00		0 Years 0 Months
Pay frequency	:	BW		BI-WEEKLY
Scheduled hours	:	B8		Bi-weekly monday-friday 8 BW

Percent	Project Expense Distribution
100.000	101-2366-521.11-10

Bottom

Press Enter to continue.

F3=Exit F12=Cancel

To: Mr. Dan Migura
Human Resources Director

From: Alejandro Perez, LVN
Licensed Vocational Nurse II

Date: June 17, 2010

Re: Jesus Muñoz
Police Officer
Work Related Injury
Lower Back Pain

RE: Workers' Compensation history for Investigator Jesus Muñoz.

Officer Muñoz has had multiple injuries since being hired in 8/23/1993. The injuries are as follows:

4/8/1995 - Shoulder nose and finger lacerations Reported only as per file no information on type of injury no time lost. \$0.00 Paid on claim

3/30/1997 - Right arm right shoulder injury \$36, 787.75 paid on claim total days missed 164 days

7/2/1999 - Lower back injury. Surgery on 3/2004. Modified duty 12/04/2000 – 2/16/2001(35 days) extension #1 - 1/7/05 for 180 days, extension #2 – 9/27/05 60 days then he missed 26 more days after extensions were expired. \$92,888.75 paid on claim total days missed 526 days

9/15/01 - Right hand, arm & Knee missed 9 days \$ 1,700.27 paid on claim

11/25/05 - Auto Collision multiple injuries Missed 60 days \$12,797.39 paid on claim

3/12/08 - Lower back injury Missed 12 days \$2,234.33 paid on claim

4/4/09 - Right arm injury Missed 17 days \$4,910.80 paid on claim

8/4/09 - Lower Back Injury Missed 121 days; returned to full duty on 4/16/2010 by State designated doctor and given an impairment rating of 0%. \$27,584.40 paid on claim.

5/10/2010 - Filed appeal with W/C field to change RTW status.

5/12/2010 - Patient went to see back specialist in San Antonio on. Patient informed that he had a lumbar disc herniation by specialist that would require surgery.

5/14/10 - Dr. Garza Vale awaiting medical documents for review from 7/2/99 injury to clarify if lumbar disc was from 1999 injury or 8/4/09 injury.

5/18/2010 - Dr Garza Vale sends information stating that disc injury was present from 1999 injury. Injury seen on MRI back in 2004.

5/25/2010 - No surgical requests have been sent to TASB as of this date.

5/26/2010 – No surgical request received by TASB. Dr Garza Vale's office states request sent today.

5/27/2010 - Verification of surgical request confirmed. Request made for date of injury of 7/2/1999. Doctor will not release to modified duty. As per Doctor psychological evaluation is required for surgery. Attempted to convince Dr Garza Vale's nurse to request surgery under 8/4/2009 DOI, but was told that that was not possible because of medical evidence.

5/28/2010 - Spoke to Di from Dr Garza Vale's office states that Inv Muñoz has called and requested to be placed on modified duty. She states that since Inv Muñoz has requested to be placed on Modified duty that the doctor will go ahead and grant the request. States that surgical request has to be re-submitted with more information before being given approval or denial.

6/01/2010 - Received TWCC 73 form from Dr. Garza Vale's office placing Inv Muñoz on modified duty. Request for modified duty sent to police Chief's office for approval or denial.

6/02/2010 – Spoke with Debbie in Austin TML surgery has been approved, surgical date pending.

6/7/2010 – Received TWCC 73 from Dr Garza-Vale's office placing officer Muñoz on no duty. Police Chief notified of Officer Munoz's current status. Pt on no duty pending surgery scheduled for 7/23/2010.

6/17/2010- Spoke with Dr Garza Vale's office given diagnosis of Radiculopathy w/ neuritis to low Office unable to give prognosis until after surgical procedure is complete.

Investigator Muñoz has missed a total of **809** days of work due to on the job injuries. At this time Inv Muñoz is currently out on his own time claiming it is because of the **7/2/1999** injury. Total number of days at this time is **44**days since being returned to work on 4/16/2010 for DOI 8/4/2009.

COUNCIL COMMUNICATION

DATE: 7-06-2010	SUBJECT: EXECUTIVE SESSION Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(A) to consult with attorney on the pending case of Juan Jose Flores d/b/a JJ Flores et al vs. City of Laredo et al; 2009CVQ000528-D2; in the District Court 111 th Judicial District of Webb County, Texas; and return to open session for possible action.
INITIATED BY: Carlos Villarreal City Manager	STAFF SOURCE: Raul Casso City Attorney
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: None.	
FINANCIAL: None.	
RECOMMENDATION: None.	STAFF RECOMMENDATION: None.

CITY COUNCIL COMMUNICATION

Date: 07-06-10	SUBJECT: RESOLUTION 2010-RT-002 AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT, SECTION 5307, TX-90-X891 IN THE AMOUNT OF \$4,299,663.00 TO BE USED FOR OPERATING ASSISTANCE IN THE EL METRO OPERATIONS FUND.	
INITIATED BY: Jesus M. Olivares, Assistant City Manager		STAFF SOURCE: Feliciano Garcia, Jr., Transit General Manager
PREVIOUS BOARD ACTION: In City Council meeting of April 5, 2010, Council authorized the City Manager to file an application with FTA for partial-year FY2010 apportionment of \$1,672,969.00.		
BACKGROUND: The Federal Register 27056 Vol.75, No.92 dated May 13, 2010 stated because of The Hiring Incentives to Restore Employment Act, (Pub. L. 111-147), signed into the law by President Obama on March 18, 2010, authorized funds for all of the surface transportation programs of the U.S. Department of Transportation (DOT) for the remainder of the Fiscal Year ending September 30, 2010, and the first quarter of FY 2011. It is by this Federal Register to apportion the full amount of FY 2010 formula funds supplementing the February 16, 2010 Federal Register notice.		
FINANCIAL: FTA Operating Grant \$4,299,663.00		
TRANSIT COMMITTEE: n/a		STAFF RECOMMENDATION: Staff recommends approval of this resolution.

RESOLUTION NO. 2010-RT-002

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT, SECTION 5307, TX-90-X891 IN THE AMOUNT OF \$4,299,663.00 TO BE USED FOR OPERATING ASSISTANCE IN THE EL METRO OPERATIONS FUND.

WHEREAS, the City Council approved the Laredo Transit System budget on September 21, 2009; and

WHEREAS, the Federal Transit Administration through the Department of Transportation Federal Transit Administration is prepared to award a grant to the City of Laredo, as authorized by 49 U.S.C. 5307, in the maximum amount of \$4,299,663.00; and

WHEREAS, The City Council finds it to be in the best interests of the City of Laredo, Texas, to accept the said grant TX-90-X891 in the amount of \$4,299,663.00 and the funds be allocated to the transit accounts.

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

Section 1. the City Manager is authorized to accept the Federal Transit Administration Grant of Section 5307 funds in the amount of \$4,299,663.00; and

Section 2. the City Manager is authorized to execute all necessary documents relating the said Grant; and

Section 3. the grant funds shall be deposited in the City of Laredo Transit Fund.

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:

BY _____
RAUL CASSO
CITY ATTORNEY



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

June 10, 2010

Mr. Robert C. Patrick
Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street
Suite 8A36
Fort Worth, TX 76102

Dear Mr. Patrick:

Attached is a list showing the FY 2010 funding allocations for the individual Section 5307 transit operators in Texas from the Governor's Apportionment. The Texas Department of Transportation (TxDOT) used the apportionment published in the May 13, 2010 Federal Register.

The Lower Rio Grande Development Council, as the Designated Recipient for the City of Harlingen has notified TxDOT that they will release \$68,880 of their FY 2005 funds, \$671,561 of their FY 2007 funds, and \$391,866 of their FY 2008 funds, for a total of \$1,132,307. The City of Port Arthur has notified TxDOT that they will release \$946,929 of their FY 2010 funds.

The attachment reflects redistribution of the released funds to the remainder of the 5307 transit agencies for FY 2010. Please issue the FY 2010 grants in the amounts shown.

We are notifying the appropriate Section 5307 operators by a separate letter. If you have any questions or require additional information, please call Linda Gonzalez at (512) 374-5242.

Sincerely,

Eric L. Gleason
Director
Public Transportation Division

cc: Texas Transit Association
Public Transportation Coordinators

Governor's Apportionment Urbanized Area	Total	TxDOT
	FY 10 Allocation	FY 10 Allocation
Abilene	\$1,546,438	\$1,645,750
Amarillo	2,687,153	2,859,721
Beaumont	1,774,153	1,888,089
Brownsville	3,037,022	3,232,059
Bryan-College Station	2,101,108	2,236,041
Galveston	1,644,405	1,644,405
Harlingen	1,467,617	1,561,867
Killeen	2,624,272	2,792,802
Lake Jackson-Angleton	1,042,039	1,042,039
Laredo	4,040,202	4,299,663
Longview	952,721	1,013,905
McKinney	746,087	746,087
Midland	1,414,909	1,505,774
Odessa	1,553,210	1,652,957
Port Arthur	1,746,929	800,000
San Angelo	1,486,406	1,581,863
Sherman	724,425	770,947
Temple	922,789	982,050
Texarkana, TX & AR	532,087	566,258
Texas City	1,208,395	1,208,395
The Woodlands	1,720,087	1,720,087
Tyler	1,310,301	1,394,448
Victoria	685,151	729,152
Waco	2,187,058	2,327,510
Wichita Falls	1,329,835	1,415,237
Urbanized Total	\$40,484,799	\$41,617,106

Note: "Total FY 10 Allocation" represents published apportionment in most recent *Federal Register*, and consists of FY 2010 federal funds. "TxDOT FY 10 Allocation" includes FY 2010 federal funds and prior year unobligated or deobligated federal funds.

identify the transportation mode and alignment for the proposed project with the appropriate level of detail for corridor-level decisions, or select the No Action Alternative. The Tier I EIS will also include a discussion of measures that could be implemented to avoid, minimize, or mitigate potential adverse impacts of the build alternatives. These measures would be developed to mitigate both short-term (construction phase) and long-term (operational) adverse impacts of the proposed build alternatives. The mitigation strategies that will be examined will be designed to specifically minimize any potential adverse effects on the local communities where new or expanded infrastructure is proposed or where the operational effects of increased freight movement are expected. Tier II will then further explore the selected alternative in greater detail to evaluate regional and localized environmental impacts and outline site-specific mitigation measures in project-level environmental documentation. The PANYNJ and FHWA intend to engage the community in devising mitigation measures for potential adverse impacts at both tiers of the EIS. The scope of the Tier I and Tier II analyses will be commensurate with the level of detail necessary for those documents. Input from the public and from reviewing agencies will be solicited during both tiers.

SAFETEA-LU: SAFETEA-LU provisions and NEPA regulations, in general, call for public involvement in the EIS process. Section 6002 of SAFETEA-LU requires that agencies: (1) Extend an invitation to other Federal and non-Federal agencies and Indian tribes that may have an interest in the proposed project to become "participating agencies;" (2) provide an opportunity for involvement by participating agencies and the public in helping to define the purpose and need for the proposed project, as well as the range of alternatives for consideration in the impact statement; and (3) establish a plan for coordinating public and agency participation in and comments on the Scoping Document. Letters will be sent to any agency with a fiduciary, regulatory, or permitting authority over the program as an invitation to be part of the coordination process. Any interested Federal or non-Federal agency or Indian tribe that does not receive an invitation to become a participating agency can notify the contact persons listed above.

A Coordination Plan will be developed to facilitate and document the lead agencies' structured interaction with the public and other agencies, and to inform the public and other agencies

of the manner in which the coordination will be accomplished. The Coordination Plan prepared for the Cross Harbor Freight Movement Program will include: The Plan Purpose and Identification of Lead Agencies; Program History; List of Participating and Coordinating Agencies; Roles and Responsibilities of the Lead, Participating, and Coordinating Agencies; Agency Contact Information; Coordination Points; and the Program Schedule.

Comments or questions regarding this Notice of Intent should be directed to the FHWA or PANYNJ contacts identified above.

(Catalog of Federal Domestic Assistance Program Number 20.205, Highway Research Planning and Construction. The regulations implementing Executive Order 12372, regarding intergovernmental consultation on Federal programs and activities apply to this program.)

Issued on: April 23, 2010.

Jeffrey W. Kolb,
Division Administrator, Federal Highway Administration, Albany, New York.

[FR Doc. 2010-11452 Filed 5-12-10; 8:45 am]
BILLING CODE 4910-22-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Record of Decision for Environmental Impact Statement: New Bedford Regional Airport, New Bedford, MA

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice of availability.

SUMMARY: The FAA is issuing this notice to advise the public that a Record of Decision (ROD), resulting from an Environmental Impact Statement (EIS) has been prepared for a New Bedford Regional Airport, New Bedford, Massachusetts.

FOR FURTHER INFORMATION CONTACT:

Richard Doucette, Environmental Program Manager, Federal Aviation Administration New England, 12 New England Executive Park, Burlington, MA. Telephone (781) 238-7613.

SUPPLEMENTARY INFORMATION: The FAA is making available a ROD regarding construction of Runway Safety Areas and other airfield improvements at New Bedford. The ROD documents the final Agency decisions regarding the proposed projects as described and analyzed in the EIS. The ROD is available for review during normal business hours at the following locations: FAA New England Region, Airports Division, 16 New England

Executive Park, Burlington, MA. Telephone (781) 238-7613 and New Bedford Regional Airport, 1569 Airport Rd., New Bedford, Massachusetts. Telephone (508) 991-6161.

Issued on: April 27, 2010.

Bryon H. Rakoff,
Assistant Division Manager, Airports Division.

[FR Doc. 2010-11505 Filed 5-12-10; 8:45 am]
BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FTA Supplemental Fiscal Year 2010 Apportionments, Allocations, and Corrections

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice.

SUMMARY: The Hiring Incentives to Restore Employment Act, (Pub. L. 111-147), signed into the law by President Obama on March 18, 2010, authorized funds for all of the surface transportation programs of the U.S. Department of Transportation (DOT) for the remainder of the Fiscal Year (FY) ending September 30, 2010, and the first quarter of FY 2011. This Notice supplements the February 18, 2009 *Federal Register* notice to apportion the full amount of FY 2010 formula funds. In addition, this Notice revises the Job Access and Reverse Commute (JARC) and Alternatives Analysis program carryover tables, Small Transit Intensive Cities (STIC) performance data and Apportionments table, and Bus and Bus Facilities Extensions and Reprogramming table, and allocates the remaining FY 2010 funds made available to congressionally designated projects under the Alternative Analysis program.

FOR FURTHER INFORMATION CONTACT: For general information about this notice contact Henrika Buchanan-Smith, Office of Program Management, at (202) 366-2053. Please contact the appropriate FTA regional or metropolitan office for any specific requests for information or technical assistance. The appendix at the end of this notice includes contact information for FTA regional and metropolitan offices.

SUPPLEMENTARY INFORMATION:

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 5. FTA Revised FY 2010 Formula Programs Apportionments Data Unit Values
 6. FTA Revised FY 2010 Small Transit Intensive Cities Performance Data and Apportionments
 8. FTA Revised FY 2010 Section 5309 Fixed Guideway Modernization Apportionments
 9. FTA Fixed Guideway Modernization Formula
 - 10-B. FTA Revised Section 5309 Bus and Bus-Related Facilities Extensions and Reprogrammed Allocations
 13. FTA Revised FY 2010 Special Needs For Elderly Individuals and Individuals With Disabilities Apportionments
 14. FTA Revised FY 2010 Section 5311 and Section 5340 Nonurbanized Area Formula Apportionments, and Rural Transportation Assistance Program (RTAP) Allocations
 16. FTA Revised FY 2010 Section 5316 Job Access and Reverse Commute (JARC) Apportionments
 17. FTA Revised Job Access and Reverse Commute (JARC) Carryover
 18. FTA Revised FY 2010 Section 5317 New Freedom Apportionments
 19. FTA Revised FY 2010 Section 5339 Alternative Analysis Allocations
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- Appendix

I. Overview

FTA's current authorization, the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU), expired September 30, 2009. Since that time, Congress has enacted the Hiring Incentives to Restore Employment Act, (Pub. L. 111-147), hereinafter "HIRE Act, 2010," which continues the authorization of the Federal transit programs of DOT through December 31, 2010. Additionally, Division A of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act 2010 (Pub. L. 111-68), which was signed into law by President Obama on December 16, 2009, appropriated funds for FTA funded programs for FY 2010. This Notice provides the remaining formula funds, the full year allocations of Alternative Analysis program funds, and corrections to the Alternatives Analysis and JARC program carryover tables, Bus and Bus Facilities Extensions and Reprogramming table, and STIC performance data and Apportionments table.

II. FTA Program Funding Based on the Appropriations Act, 2010 and Hire Act, 2010

FTA's resources are provided in both appropriations and authorization law. For FY 2010, the Transportation and Housing and Urban Development Appropriations Act (Pub. L. 111-117) and Hiring Incentives to Restore

Employment Act (HIRE) Act (Pub. L. 111-147) together included a total of \$10.7 billion. While the appropriations act provided full-year General Fund budget authority for certain FTA programs, the HIRE Act built on previously enacted partial-year extensions of SAFETEA-LU authorities, including the provision of contract authority from the Mass Transit Account of the Highway Trust Fund. Specifically, it provided contract authority for the Formula and Bus Programs for the remainder of FY 2010, as well as contract authority through December 31st of 2010 (the first quarter of FY 2011). Table 1 of this document shows the total amount of FY 2010 funding that is available for FTA's grant programs contract authority for the first quarter of FY 2011 will be apportioned after October 1, 2010. See the February 18, 2008 Federal Register notice for detailed information on FTA programs.

Note: The HIRE Act provided contract authority at levels equal to the FY 2009 authorized levels in SAFETEA-LU. However, the FY 2010 Appropriations Act contains an obligation limitation for the Formula and Bus programs that is slightly lower than the FY 2010 authorized contract authority. Funding levels made available under this Notice are based on the obligation limitation contained in FTA's FY 2010 appropriations act.

Issued in Washington, DC, May 7, 2010.

Peter Rogoff,
Administrator.

Appendix A

FTA REGIONAL AND METROPOLITAN OFFICES

Richard H. Doyle, Regional Administrator, Region 1-Boston, Kendall Square, 55 Broadway, Suite 920, Cambridge, MA 02142-1093, Tel. 617-494-2055.

States served: Connecticut, Maine, Massachusetts, New Hampshire, Rhode, Island, and Vermont.

Brigid Hynes-Cherin, Regional Administrator, Region 2-New York, One Bowling Green, Room 429, New York, NY 10004-1415, Tel. 212-668-2170.

States served: New Jersey, New York.

New York Metropolitan Office, Region 2-New York, One Bowling Green, Room 428, New York, NY 10004-1415, Tel. 212-668-2202.

Letitia Thompson, Regional Administrator, Region 3-Philadelphia, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124, Tel. 215-656-7100.

States served: Delaware, Maryland,, Pennsylvania, Virginia, West Virginia, and District of Columbia.

Philadelphia Metropolitan Office, Region 3-Philadelphia, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124, Tel. 215-656-7070.

Washington, DC Metropolitan Office, 1990 K Street, NW., Room 510, Washington, DC 20006, Tel. 202-219-3562.

Yvette Taylor, Regional Administrator, Region 4-Atlanta, 230 Peachtree Street, NW., Suite 800, Atlanta, GA 30303, Tel. 404-865-5600.

States served: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, and Virgin Islands.

Robert C. Patrick, Regional Administrator, Region 6-Ft. Worth, 819 Taylor Street, Room 8A36, Ft. Worth, TX 76102, Tel. 817-978-0550.

States served: Arkansas, Louisiana, Oklahoma, New Mexico and Texas.

Mokhtee Ahmad, Regional Administrator, Region 7-Kansas City, MO, 901 Locust Street, Room 404, Kansas City, MO 64106, Tel. 816-329-3920.

States served: Iowa, Kansas, Missouri, and Nebraska.

Terry Rosapep, Regional Administrator, Region 8-Denver, 12300 West Dakota Ave., Suite 310, Lakewood, CO 80228-2583, Tel. 720-963-3300.

States served: Colorado, Montana, North Dakota, South Dakota, Utah, and, Wyoming.

Leslie T. Rogers, Regional Administrator, Region 9-San Francisco, 201 Mission Street, Room 1650, San Francisco, CA 94105-1926, Tel. 415-744-3133.

States served: American Samoa, Arizona, California, Guam, Hawaii, Nevada, and the Northern Mariana, Islands.

Los Angeles Metropolitan Office, Region 9-Los Angeles, 888 S. Figueroa Street, Suite 1850, Los Angeles, CA 90017-1850, Tel. 213-202-3952.

FEDERAL TRANSIT ADMINISTRATION
TABLE 3

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Revised FY 2010 SECTION 5307 AND SECTION 5340 URBANIZED AREA APPORTIONMENTS

*(Apportionment amount is based on funding made available under the
Hiring Incentives to Restore Employment Act, 2010 - PL 111-147)*

(Note: In accordance with language in the SAFETEA-LU conference report, an urbanized area apportionments for Section 5307 and Section 5340 were combined to show a single amount. An area's apportionment amount includes regular Section 5307 funds, Small Transit Intensive Cities funds, and Growing States and High Density States formula funds, as appropriate.)

URBANIZED AREA/STATE	APPORTIONMENT
Cleveland, TN	642,301
Jackson, TN	968,594
Johnson City, TN	1,105,220
Kingsport, TN--VA	969,238
Morristown, TN	598,715
Murfreesboro, TN	1,947,728
TEXAS	\$40,484,799
Abilene, TX	1,546,438
Amarillo, TX	2,687,153
Beaumont, TX	1,774,153
Brownsville, TX	3,037,022
College Station--Bryan, TX	2,101,108
Galveston, TX	1,644,405
Harlingen, TX	1,467,617
Killeen, TX	2,624,272
Lake Jackson--Angleton, TX	1,042,039
Laredo, TX	4,040,202
Longview, TX	952,721
McKinney, TX	746,087
Midland, TX	1,414,909
Odessa, TX	1,553,210
Port Arthur, TX	1,746,929
San Angelo, TX	1,486,406
Sherman, TX	724,425
Temple, TX	922,789
Texarkana, TX--Texarkana, AR	532,087
Texas City, TX	1,208,395
The Woodlands, TX	1,720,087
Tyler, TX	1,310,301
Victoria, TX	685,151
Waco, TX	2,187,058
Wichita Falls, TX	1,329,835
UTAH	\$2,179,485
Logan, UT	1,347,296
St. George, UT	832,189
VERMONT	\$1,776,414
Burlington, VT	1,776,414
VIRGIN ISLANDS	971,438 1/2
VIRGINIA	\$10,999,578
Blacksburg, VA	1,571,168
Bristol, TN--Bristol, VA	233,626
Charlottesville, VA	1,607,446
Danville, VA	619,524
Fredericksburg, VA	1,156,740
Harrisonburg, VA	1,167,244
Kingsport, TN--VA	18,305
Lynchburg, VA	1,432,883
Roanoke, VA	2,529,445
Winchester, VA	661,197
WASHINGTON	\$17,228,703
Bellingham, WA	1,856,360
Bremerton, WA	2,760,790
Kennewick--Richland, WA	2,915,306
Lewiston, ID--WA	239,645
Longview, WA--OR	849,969
Marysville, WA	1,697,442
Mount Vernon, WA	937,584
Olympia--Lacey, WA	2,670,612