

CITY OF LAREDO

CITY COUNCIL MEETING

A-2010-R-24

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

DECEMBER 20, 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 December 6, 2010

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

- a. Recognizing Constable Rudy Rodriguez for spearheading the "Navidad en el Barrio" event held December 8-9, 2010 where 12,500 gifts were donated to United Independent School District, Laredo Independent School District and Mirando City School District.
- b. Recognizing Richard "Heatwave" Berler for his twenty-five (25) years of national weather service.
- c. Recognizing the Honorable Ing. Ramon Garza Barrios for his outstanding service as Mayor of Nuevo Laredo, Tamaulipas, Mexico.
- d. Recognizing Daybreak Rotary for their contributions to the City of Laredo's "Christmas Tree and NavidadFest" event.

- e. Recognizing the Consulado General de Mexico in Laredo and the Instituto Cultural Mexicano for their continued partnership and sponsorship of the annual Pastorela, a live theatre performance of the Christmas story, held annually during Navidad Fest.

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. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

- a. Appointment by Council Member Esteban Rangel of Ms. Belinda Guerra to the Planning and Zoning Commission.
- b. Appointment by Council Member Esteban Rangel of Mr. Hector "Tito" Garcia to the Third Party Funding Advisory.
- c. Appointment by Council Member Esteban Rangel of Mr. Richard Rosas to the Parks and Leisure Advisory Committee.

VII. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** authorizing the City Manager to accept an Economic Development Initiative-Special Project Grant (EDI-SP) from the Department of Housing and Urban Development (HUD) in the amount of \$200,000.00 for improvements to the Laredo Little Theatre and amend the City of Laredo Fiscal Year 2011 Capital Grants Fund annual budget by appropriating revenues and expenditures in the amount of \$200,000.00 for the design, construction and purchase of improvements for the Laredo Little Theatre Project. **(Approved by Finance Committee)**
2. **Public hearing and introductory ordinance** amending the City of Laredo FY 2010-2011 Police Trust Fund annual budget by appropriating expenditures in the amount of \$1,800,000.00. Funding will be used to purchase operational materials, supplies, training and capital outlay equipment to include surveillance equipment, tactical equipment, patrol and officer safety equipment, and other needed items. Funding is available in the Police Trust Fund opening balance. **(Approved by Finance Committee)**
3. **Public hearing and introductory ordinance** authorizing the City Manager to accept and execute an advance funding agreement with the Texas Department of Transportation in the amount of \$318,545.84 (CSJ. No. 0922-33-139 being \$299,949.00 in Federal Funds and \$18,596.84 State Funds) with a local match of \$43,492.61 for a total of \$362,492.61 for the design and construction of Phase 1D of The Manadas Creek Hike and Bike Trail, and amending the City of Laredo's FY 2010-2011 annual budget for the Environmental Services Department by appropriating the said grant funds to the appropriate expenditure accounts. **(Approved by Finance Committee)**

4. **Public hearing and introductory ordinance** amending the City of Laredo's FY 2010-2011 9-1-1 Regional Administration Fund budget by decreasing revenues and expenditures in the amount of \$86,725.00 for the period beginning September 1, 2010 and ending August 31, 2011. The Commission on State Emergency Communication has approved this strategic plan amendment. This decrease is due to state-wide budget reductions requested of all state agencies. Impact is to the four (4) county regional program network operations; only new activity for network expansions have been reduced. **(Approved by Finance Committee)**

5. **Public hearing and introductory ordinance** amending Article I of Chapter 11.5 Emergency Management of the Code of Ordinances by adding language to section 11.5-7. (c) – offenses; penalties; and article ii of emergency management coordinator, section 11.5.23. (8) – same—specific duties; as follows:

Section 11.5-7. (c) convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed two thousand dollars (\$2,000.00), plus restitution for costs incurred by the City as needed to enforce any rule or regulation issued pursuant to this emergency management plan; and

Section 11.5.23.(8) issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the City, including as may be necessary rules, regulations and directives to ensure the protection of life and property by mandating the removal or securing of personal property, including containers and box containers, or any large reusable box typically used for the movement of road freight, rail freight, sea freight, or air freight (e.g. a box or container typically used by diesel tractor trailer trucks for road hauling of freight), or any other items of personal property that may float or be carried away by flood waters thereby giving rise to additional risks and hazards to life and property. Such rules and regulations shall be filed in the office of the City Secretary and shall receive widespread publicity. The failure by a property owner to remove any such property mandated for removal pursuant to this provision shall constitute a violation of this emergency management plan for which citation shall issue. Convictions for any such violation shall be punishable by a fine of \$500.00, the City Attorney is hereby authorized to pursue any legal recourse as may be necessary to recuperate costs incurred by the City to enforce this provision, such costs to include, without limitation, costs incurred in the removal, towing, and storage of any such property. Each individual item of personal property subject to this provision shall constitute the basis of a separate occurrence subject to individual penalty and legal remedies as herein prescribed.

These amendments to the Emergency Management ordinances shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

6. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and Kirby Drives, from R-1 (Single-Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

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

(Recess)
(Press Availability)

VIII. FINAL READING OF ORDINANCES

7. **2010-O-177** Amending the City of Laredo Fiscal year 2011 Budget by appropriating revenues and expenses in the amount of \$24,000.00 in the General Fund—Traffic Safety Division. The contribution of \$24,000.00 is from the Plantation Homeowner's Association for the purpose of partially funding the installation of speed cushions along Country Club Drive. **(AS AMENDED) (Action required on No. 11 prior to adoption of this ordinance) (Tabled on December 6, 2010 City Council Meeting)**

2010-O-183 Amending the City of Laredo's FY 2010-2011 Budget by appropriating additional revenues and expenditures in the amount of \$515,097.00 for the Laredo Energy Arena (LEA) Fund and increase expenditure appropriations for the Sports and Community Venue by \$515,097.00. The additional amount of \$515,097.00 brings the total deficit to \$1,485,719.00 for FY 2010.

2010-O-184 Authorizing City Manager to accept a grant from Homeland Security Grant, Texas Division of Emergency Management, in the amount of \$315,000.00, and to appropriate the funds into the City of Laredo General Fund Budget (FY 2010-2011). The use of these funds will be apportioned as follows: \$125,000.00 for the Information Service and Telecommunications Department, and \$190,000.00 for the Police Department Bomb Squad Unit. No matching funds are required.

2010-O-185 Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 48.34 acres, more or less, located south of US Highway 359 and southwest of the City of Laredo Landfill, specifically the Highway 359 South Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District).

2010-O-186 Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 29.88 acres, more or less, located south of US Highway 359 and south of the City of Laredo Landfill, specifically the Highway 359 East Tract, providing for the effective date of

the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District).

2010-O-187 Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 207.85 acres, more or less, located west of Ejido Avenue and north of La Pita Mangana Road, specifically the South Laredo Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District).

2010-O-188 Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 270.08 acres, more or less, located approximately 6.19 miles northwest of the intersection of Mines Road (FM 1472) with Las Tiendas Road (FM 3338) and on the south side of Mines Road, specifically the Laredo Golf Course Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of B-3 (Community Business District).

IX. RESOLUTIONS

8. **2010-R-104** Authorizing the City Manager to submit a grant application to the State of Texas Governor's Office in the amount of \$200,000.00 for overtime for Laredo Police Department working under The Laredo Gang Initiative Grant Program. The grant is to be 100% funded by the State of Texas Governor's Office for the period of November 1, 2010 to August 31, 2011 at no cost to the City. **(Approved by Finance Committee)**
9. **2010-R-106** Authorizing the City Manager to execute the National Emergency Grant (NEG) Agreement, covered under the Federal Disaster Declaration as a result of the Rio Grande Flooding event of July 2010, between the City of Laredo and the Workforce Solutions of South Texas to perform certain project tasks for the period beginning on the execution of the agreement and ending June 30, 2012.
10. **2010-R-107** Authorizing the City Manager to sign a Water Rights Sales Agreement, attached hereto as Exhibit A, between the City of Laredo and JPO Enterprises, Inc., in which the City is agreeing to purchase the right to divert and use 916 acre feet per annum of Class "B" irrigation water rights to the Rio Grande River which after conversion from irrigation rights to municipal use rights amounts to 366.4 A/F of municipal use rights per annum at \$2,250.00 per A/F for a purchase price of \$824,400.00. Authorizing the City Manager to sign and file necessary applications with the Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication no. 23-679 of the seller and combined with Certificate of Adjudication no. 23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City. Funding is available in the Texas Water Development Grant and Loan Fund. **(Approved by Finance Committee)**

X. MOTIONS

11. Consideration to authorize the installation of speed cushions along County Club Drive, between Bermuda Drive and Raes Creek Drive, under the special provision of the Speed Hump Installation Policy. Project costs are estimated at \$48,000.00. Funding will be made available from the contribution from Plantation Homeowners Association and from Capital Improvements Discretionary Funding—City Council District VI. **(Staff does not support the installation of speed cushions.) (Tabled on December 6, 2010 City Council Meeting)**
12. Consideration for approval of change order no. 1 to the construction contract with Leyendecker Construction, Inc., Laredo, Texas, for the World Trade Bridge U.S. Customs Inspection Station Expansion to add one hundred twenty (120) calendar days to the construction contract time due to fifty-one (51) rain/wet ground days and sixty-nine (69) days due to underground utility delays for infrastructure being replaced/installed by facility tenant (General Services Administration). Current construction contract amount with this change order is \$4,620,000.00. Current construction contract time with this change order is four hundred eighty-five (485) calendar days with a completion date of February 2011. Funding is available in the Capital Grants Fund and 2008 Bridge Revenue Bond.
13. Award of construction contract to the sole bidder Gibson & Associates, Inc., Balch Springs, Texas, in the base bid amount of \$846,338.20 for the World Trade International Bridge, Hazardous Material Containment System Retrofit with a construction contract time of one hundred ninety (190) working 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 Revenue Bond Series 2005A – Improvements Other Than Buildings.
14. Consideration for approval of change order no. 2 to the contract with Jerry Resendez Enterprises, Inc., Laredo, Texas, to the Ejido Avenue/Stewart Street Drainage Improvements Project to modify drainage and utilities plans in order to avoid relocation of power poles, and to add twenty (20) working days to the construction contract time. Current construction contract amount with this change order is \$289,314.18. Funding is available in the 2007 Environmental Services C.O.
15. Discussion and possible action to award a contract to the lowest responsible bidder Sunbelt Air Conditioning & Refrigeration for the Laredo Health and Welfare Center HVAC upgrade at an adjusted price of \$750,000.00 from \$855,900.00 to reflect a reduction in overtime charges and electrical value engineering, and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. The scope of the work includes the removal of existing chilled water production and distribution system and replace it with a new energy efficient chilled water production and distribution system as described in the plans; plus clean and flush the

heating water system, provide a new and extended controls and additional related services as described in the plans and specifications. Construction contract time is one hundred (100) calendar days after notice to proceed is issued. Funding is available in the Energy Efficiency Grant from Department of Energy. **(Approved by Finance Committee)**

16. Authorizing the City Manager to execute an engineering services contract not to exceed \$1,450,000.00, with Frank Architects, Inc., of Laredo, Texas. The contract includes a contingency amount of \$150,000.00 that will be strictly administered by the department. Contract will provide for the engineering and design of the River Vega Phase I Project that will consist of a multi-story parking garage and pedestrian promenade. Funding is available through the Economic Development Administration (EDA) Grant. **(As amended by Finance Committee with City's approval of the Structural Engineer for this project)**
17. Consideration to award annual contract FY11-017 to the lowest bidder, Ill PG Enterprises, Inc, Laredo, Texas in the estimated amount of \$460,000.00 for the purchase and hauling of approximately 100,000 tons of earthen soils to the City's Solid Waste Facility. These soils are used to cover the landfill cells on a weekly basis in accordance with TCEQ requirements. Funding is available in the Solid Waste Department Fund. **(Approved by Finance Committee)**
18. Consideration to award contract FY11-008 to lowest responsible bidder, Nick Benavides, Laredo, Texas, in the total amount of \$66,076.00 to provide mowing and maintenance of the Zacate Creek area. The term of the contract is for a period of twelve (12) months with an option to extend this contract for two (2) additional twelve (12) month periods. The contract includes the collection of trash, debris, rubbish, and other floatable material along the creek from Meadow and Canal Street to the mouth of the River. Funding is available in the Environmental Services Department. **(Finance Committee recommended awarding the contract to J.R. Landscaping Enterprises as the lowest responsible bidder)**
19. Consideration for approval of change order no. 1 an increase of \$169,389.17 to the construction contract with Menendez-Donnell & Associates, Inc., Houston, Texas, for the Flores Avenue Drainage Improvements and Sanitary Sewer and Waterline Rehabilitation Project to include a partial suspension of work for the portion along Flores from Lincoln Street south to Water Street in order to allow downtown merchants to continue business during the holiday shopping period, while work is to continue within the southern end of the project, being along Flores Avenue between Water Street south to the Rio Grande River. Also included in this change order is an increase of \$129,389.17 for Stamped Concrete work in lieu of replacing brick pavers and an increase of \$40,000.00 to implement a Tunnel Liner method of excavation, intended to minimize disruption to traffic at San Agustin Plaza. Current construction contract with this change order is \$2,028,900.17. Funding is available in the 2009 Utilities Bond. **(Approved by Finance Committee)**

20. Consideration to award contract FY11-014, for the purchase of general automotive repairs parts to the listed low bidders:
 1. Laredo Wholesale, Laredo, Texas, in the estimated amount of \$70,000.00; and
 2. Gonzalez Auto Parts, Laredo, Texas, in the estimated amount of \$50,000.00;
 3. Vehicle Maintenance Program, Inc., Boca Raton, Florida, in the estimated amount of \$50,000.00.

These replacement parts will be purchased on an as needed basis for all City fleet vehicles. The contract items include: oil/fuel filters, front end parts, hoses, clamps, belts, lamps/bulbs, service lubricants, and brakes. Funding is available in the Fleet Maintenance budget. **(Approved by Finance Committee)**

21. Consideration to award contract FY11-021 for the purchase of recapped tires for the City's heavy duty fleet vehicles to the low bidder meeting specifications, Southern Tire Mart, Dallas, Texas, in the estimated annual amount of \$132,774.00. All recapped tires will be purchased on an as needed basis. Funding is available in the Fleet Maintenance budget. **(Approved by Finance Committee)**
22. Consideration to award a contract for the purchase of one vacuum truck for the Utilities Department utilizing the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing contract to the following vendors:
 1. Santex Truck Center, San Antonio, TX in the amount of \$86,730.00 for the purchase of one (1) International cab and chassis truck; and
 2. VAC-CON Inc. in the amount of \$183,130.36 for the purchase of one (1) vacuum truck service body.

This a replacement truck for the Wastewater Division. Funding is available in the Utilities Department Fund. **(Approved by Finance Committee)**

23. Consideration to authorize a purchase contract with Motorola Inc. through the Houston-Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program, in the amount of \$94,059.00 for the purchase of two hundred and fifty (250) microphone transmitter and receiver kits for the Police Department's in-car-video systems. Funding is available in the Police Trust Fund Budget. **(Approved by Finance Committee)**
24. Consideration to exercise the renewal option for annual contract FY09-107 for the purchase of medication, medical equipment, supplies and gloves used by the Fire Department-EMS Division to the listed vendors:

1. Primary vendor: Bound Tree Medical;
2. Secondary vendor: Southeastern Emergency, Moore Medical, Matrix Medical, Kentron Health Care, Midwest Medical, Firstline Gloves, School Health Corp., Quadmco Inc., United Medical, MMS-A Medical, Eastmed Enterprises, Dash Medical Gloves, PMI Progressive Medical, Interboro Packaging Corp.

This contract establishes a fixed contract price for a twelve (12) month period and allows the Fire Department to purchase the needed supplies throughout the contract period. Approximately \$160,000.00 is spent on an annual basis for EMS supplies. Funding is available in the Fire Department—EMS budget. **(Approved by Finance Committee)**

25. Consideration to award contract FY11-022 for the purchase of thirty-one (31) vehicles to the following low bidders:
 1. Caldwell Country Ford, Caldwell, Texas, in the amount of \$662,037.00 for the purchase of twenty five (25) vehicles, and;
 2. Sam Pack's Five Star Ford, Carrollton, Texas, in the amount of \$62,105.00 for the purchase of five (5) vehicles, and;
 3. Philpott Motors, Nederland, Texas, in the amount of \$ 18,945.00 for the purchase of one (1) van.

Funding is available from Contractual Obligation Bond proceeds and department operational budgets. **(Approved by Finance Committee)**

26. Consideration to award annual service contract number FY11-016 to the low bidder, Texas Energy Services, Alice, Texas in the estimated annual amount of \$460,000.00 for furnishing vacuum truck services to transport domestic sewage, sewage sludge, and/or sludge for the Utilities Department. This service supplements the department's equipment capabilities and helps control sewage overflows during emergencies. The frequency and number of hours vary depending on the City's need. The bid price is based on a flat hourly rate of \$90.00 and a truck washout charge rate of \$100.00. Funding is available in the Utilities Department – Wastewater Collection and Water Transmission and Distribution divisions. **(Approved by Finance Committee)**
27. Consideration for acceptance, final payment, and release of retainage in the amount of \$59,798.60 to Closner Construction L.C. for the rehabilitation of eighty-two manholes for the Utilities Department; also approval of change order no. 2 with a credit resulting to the City of Laredo of \$9,375.00 reducing the contract amount from \$305,735.00 to a total amount of \$296,360.00. Funding is available in the 2009 Utility Bond. **(Approved by Finance Committee)**

28. Consideration to renew contract FY10-032 awarded to Aguaworks, Brownsville, Texas, in the estimated amount of \$250,000.00, for the purchase of PVC pipe used by the Utilities Department. This is the fourth of eight, sixty (60) day supply extensions. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Budget. **(Approved by Finance Committee)**
29. Awarding a construction contract to the lowest bidder Qromex Construction, Co. Inc., Granite Shoals, Texas, in the amount of \$4,063,060.00 for the 24” Transmission Water Main from Lyon Booster Station to the 3 MG Elevated Storage Tank at Bartlett Avenue & Price Street and to Clark Boulevard and Loop 20; and authorizing the City Manager to execute all related contract documents contingent upon receipt of insurance and bond documents. Funding is available in the 2009 Utility Bond. **(Approved by Finance Committee)**
30. Consideration for approval of change order no. 2 to Pesado Construction, Schertz, Texas; for the Hendricks, Milmo and Lyon Water Booster Pump Station Improvements Project in the amount of \$133,533.79. The contractor will provide additional labor, equipment and materials to install new valves at Milmo and Lyon Booster Station; and the relocation of the SCADA System at Hendricks Booster Station. The construction time is amended from 236 working days to 356 working days (Substantial Completion) and from 258 working days to 378 working days (Final Completion). The new contract amount is \$4,099,648.79. The project is subject to Texas Water Development Board approval. Funding for change order will be from the 2009 Utility Bond. **(Approved by Finance Committee)**
31. Authorizing the City Manager to amend the 2003 LUE Participation Agreement term of annexation from five (5) years to fifteen (15) years and the extension of denial from two (2) years to three (3) years for the participation agreement between the City of Laredo and Hurd Urban Development, Ltd., Tanquecitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard E. Haynes and Vinateria Ranch Co. Ltd., respective owners of eight (8) parcels of land described in the agreement for provisions of water and sewer capacity in the form of Living Unit Equivalency (LUEs). The provisions for water and sewer are made available though the over sizing of both the water and wastewater line extensions for the Colonias Project on SH 359 and the Texas Mexican Rail Road Right of Way. **(As approved and amended by Finance Committee)**
32. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of November 2010, represent a decrease of \$66,547.34. These adjustments are determined by the Webb County Appraisal District and by court orders.

33. Authorizing the City Manager to execute a renewal tower site lease agreement (800 MHz Trunked Radio System Towers) with Pinnacle Towers Acquisition, LLC., Sarasota, Florida, in the monthly amount of \$7,597.00 for a second term of five (5) years. Funding is available in the Information Services and Telecommunications Fund (595), and contingent upon future year appropriations. **(Approved by Finance Committee)**
34. Authorizing the City Manager to donate reclaimed asphalt pavement millings to Webb County. This material will be used by their Road and Bridge Department for areas in Pueblo Nuevo to improve deteriorated road conditions.
35. Authorizing the selection of Meridian Solar, of Austin Texas to provide for the design-build of a 20 Kilowatt photovoltaic solar array rooftop mounted system at the N.E. Hillside Recreation Center and a 20 Kilowatt photovoltaic solar array rooftop mounted system at the LBV Tech Rec Center. This will offset approximately a third to half of the energy consumption for these recreation centers. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG).
36. Authorizing the selection of South Texas Solar Systems, of Laredo Texas to provide for the design-build of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo's Environmental Services Department. This will offset approximately half of the energy consumption for this building. Funding is available through the State Energy Conservation Office (SECO) Grant.

XI. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

37.
 - A. **Request by Council Member Juan Narvaez**
 1. Presentation by the Public Access Channel regarding the "Navidad en el Barrio" event.
 - B. **Request by Council Member Jose A. Valdez, Jr.**
 1. Discussion with possible action establishing phasing for the San Bernardo Avenue project. **(Co-sponsored by Council Member Cindy Liendo Espinoza)**
 2. Discussion with possible action on establishing design build projects for existing construction projects in District 7.
 3. Discussion with possible action implementing work zone safety training for City employees.
 - C. **Request by Council Member Cynthia Liendo Espinoza**
 1. Discussion with possible action on Webb County Heritage Funding.

2. Discussion with possible action on repairing and constructing sidewalks in District 8.
3. Discussion with possible action to authorize the City Manager to enter into a contract with WSI – Coffino Online Solutions, LLC for the City of Laredo Website Redesign in the amount of \$50,000.00.

XII. STAFF REPORTS

38. Discussion with possible action to consider a second request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Police Sergeant Armando Elizondo, Jr.
39. Discussion regarding the adoption of state legislative agenda and priorities, with possible action.

XIII. EXECUTIVE SESSION

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

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

40. Consideration to authorize the purchase of two (2), 30 ft. buses in the total amount of \$287,282.00 from National Bus Sales & Leasing, Inc., Marietta, GA, through the Houston-Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program Contract no. BT01-09. Funding for the buses is available through the Texas Department of Transportation (TxDOT) Section 5317 New Freedom (NF) Grant Agreement #51022F7072 (\$273,280.00) and Transit Sales Tax proceeds (\$14,000.00). **(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 Wednesday, December 15, 2010 at 5:30 p.m.

Gustavo Guevara, Jr.
City Secretary

CITY OF LAREDO

CITY COUNCIL MEETING

A-2010-S-04

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

DECEMBER 20, 2010

5:30 P.M.

SUPPLEMENTAL AGENDA

I. RESOLUTION

1. **2010-R-109** A resolution of the City of Laredo, Texas, suspending the requested rate increase by Centerpoint Energy Resources Corp., D/B/A Centerpoint Energy Entex and Centerpoint Energy Texas Gas ("Centerpoint").

II. 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.

III. ADJOURNMENT

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 December 17, 2010 at 4:00 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 12-20-2010	SUBJECT: RESOLUTION NO. 2010-R-109 A RESOLUTION OF THE CITY OF LAREDO, TEXAS SUSPENDING THE REQUESTED RATE INCREASE REQUEST OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A/ CENTERPOINT ENERGY ENTEX AND ENTERPOINT ENERGY TEXAS GAS ("CENTERPOINT").	
INITIATED BY: Carlos Villarreal City Manager		STAFF SOURCE: Raul Casso City Attorney
PREVIOUS COUNCIL ACTION:		
BACKGROUND:		
FINANCIAL:		
RECOMMENDATION:		STAFF RECOMMENDATION: Staff recommends passage of this Resolution.

RESOLUTION NO. 2010-R-109

A RESOLUTION OF THE CITY OF LAREDO, TEXAS SUSPENDING THE REQUESTED RATE INCREASE REQUEST OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A/ CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ("CENTERPOINT").

WHEREAS, on or about December 3, 2010, CenterPoint filed a Statement of Intent pursuant to Gas Utility Regulatory Act ("GURA") §§ 104.101-104.111 to change gas rates within all municipalities exercising original jurisdiction within its South Texas Division; and,

WHEREAS, CenterPoint proposed an effective date of January 7, 2011 for the change in rates and tariffs; and,

WHEREAS, pursuant to GURA §§ 104.107 the City may suspend the implementation of new rates for no longer than 90 days after the proposed effective date, and if the City does not make a final determination regarding the proposed rates before the suspension period expires, the proposed rates are deemed approved.

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

Section 1. That the statements and findings contained in the preamble of this Resolution are determined to be true and correct and are hereby approved and adopted as part of the Resolution.

Section 2. That the City hereby suspends CenterPoint's request to increase rates for the maximum 90-day period.

Section 3. That the City Secretary shall notify CenterPoint of this Resolution by sending a copy of same to Keith Wall, Director of Regulatory Affairs, CenterPoint Energy, P.O. Box 2628, Houston, Texas 77252.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this, the _____ day of December 2010

RAUL G. SALINAS
Mayor

ATTEST:

GUSTAVO GUEVARA, JR
City Secretary

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Raul Casso", written over a horizontal line.

RAUL CASSO
City Attorney

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE Authorizing the City Manager to accept an Economic Development Initiative-Special Project Grant (EDI-SP) from the Department of Housing and Urban Development (HUD) in the amount of \$200,000.00 for improvements to the Laredo Little Theatre and amend the City of Laredo Fiscal Year 2011 Capital Grants Fund annual budget by appropriating revenues and expenditures in the amount of \$200,000.00 for the design, construction and purchase of improvements for the Laredo Little Theatre Project.																										
INITIATED BY: Cynthia Collazo, Deputy City Manager		STAFF SOURCE: Ronnie Acosta, CD Director Jose Flores, Airport Manager																									
PREVIOUS COUNCIL ACTION: None.																											
BACKGROUND: The U.S. Department of Housing and Urban Development has awarded the City of Laredo an Economic Development Initiative-Special Project Grant (EDI-SP) in the amount of \$200,000.00 for improvements to the Laredo Little Theatre airport property. Funds will be utilized to provide for replacement of stage lighting, auditorium seating, new storage facility and expanded parking. Grant funds must be obligated by September 30, 2012 and expensed by September 30, 2017.																											
FINANCIAL: The Capital Grants Fund will be amended as follows: <table border="0" style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center;">Annual Budget FY 2011</th> <th style="text-align: center;">Proposed Amendment</th> <th style="text-align: center;">Amended Budget 2011</th> </tr> </thead> <tbody> <tr> <td colspan="4">Capital Grants Fund:</td> </tr> <tr> <td colspan="4">Revenues:</td> </tr> <tr> <td>EDI-SP Grant Laredo Little Theatre (458-0000-321-1002)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$200,000</td> </tr> <tr> <td colspan="4">Expenditures:</td> </tr> <tr> <td>EDI-SP Grant Laredo Little Theatre (458-9853-535-4201)</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$200,000</td> </tr> </tbody> </table>					Annual Budget FY 2011	Proposed Amendment	Amended Budget 2011	Capital Grants Fund:				Revenues:				EDI-SP Grant Laredo Little Theatre (458-0000-321-1002)	\$0	\$200,000	\$200,000	Expenditures:				EDI-SP Grant Laredo Little Theatre (458-9853-535-4201)	\$0	\$200,000	\$200,000
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COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION:																									

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT AN ECONOMIC DEVELOPMENT INITIATIVE-SPECIAL PROJECT GRANT (EDI-SP) FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IN THE AMOUNT OF \$200,000.00 FOR IMPROVEMENTS TO THE LAREDO LITTLE THEATRE AND AMEND THE CITY OF LAREDO FISCAL YEAR 2011 CAPITAL GRANTS FUND ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$200,000.00 FOR THE DESIGN, CONSTRUCTION AND PURCHASE OF IMPROVEMENTS FOR THE LAREDO LITTLE THEATRE PROJECT.

WHEREAS, on March 2010, the City of Laredo was awarded a \$200,000.00 Economic Development Initiative- Special Project Grant from the U.S. Department of Housing and Urban Development, and

WHEREAS, this grant will be utilized for renovation and construction improvements to the Laredo Little Theatre airport property, and

WHEREAS, the Laredo City Council finds that it is in the best interest of the city to accept this grant and appropriate these funds for utilization in the renovation of the Laredo Little Theatre.

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

Section 1: The Capital Grants Fund is hereby amended as follows:

	Annual Budget FY 2011	Proposed Amendment	Amended Budget 2011
Capital Grants Fund:			
Revenues:			
EDI-SP Grant Laredo Little Theatre (458-0000-321-1002)	\$0	\$200,000	\$200,000
Expenditures:			
EDI-SP Grant Laredo Little Theatre (458-9853-535-4201)	\$0	\$200,000	\$200,000

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

BY: _____
Nathan R. Bratton
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: 12/20/2010</p>	<p>SUBJECT: Public Hearing / Introductory Ordinance</p> <p>Amending the City of Laredo FY 2010-2011 Police Trust Fund annual budget by appropriating expenditures in the amount of \$ 1,800,000.00. Funding will be used to purchase operational materials, supplies, training and capital outlay equipment. Items include surveillance equipment, tactical equipment, patrol and officer safety equipment, and other needed items. Funding is available in the Police Trust Fund opening balance.</p>																						
<p>INITIATED BY: Cynthia Collazo Deputy City Manager</p>		<p>STAFF SOURCE: Carlos Maldonado Chief of Police</p>																					
<p>PREVIOUS COUNCIL ACTION: None</p>																							
<p>ACTION PROPOSED: That City Council approve this Ordinance.</p>																							
<p>BACKGROUND: The Laredo Police Department is requesting this fund balance drawdown from the Police Trust Fund in order to purchase the following items that were not originally budgeted in the FY 10-11 Annual Budget:</p> <table border="0" style="width:100%"> <tr> <td style="width:50%">Surveillance Equipment</td> <td style="width:50%">Crime Detection / Interdiction Equipment</td> </tr> <tr> <td>Tactical Equipment</td> <td>Ammunition</td> </tr> <tr> <td>Traffic Enforcement Equipment</td> <td>Sky Towers</td> </tr> <tr> <td>Minor Tool and Apparatus Items</td> <td>Vehicles/Unmarked</td> </tr> <tr> <td>Computers</td> <td>40 Caliber Weapons</td> </tr> <tr> <td>Training</td> <td></td> </tr> <tr> <td>Confidential Funds</td> <td></td> </tr> </table>				Surveillance Equipment	Crime Detection / Interdiction Equipment	Tactical Equipment	Ammunition	Traffic Enforcement Equipment	Sky Towers	Minor Tool and Apparatus Items	Vehicles/Unmarked	Computers	40 Caliber Weapons	Training		Confidential Funds							
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<p>RECOMMENDATION:</p>		<p>STAFF: Recommends the approval of this ordinance.</p>																					

ORDINANCE #

Amending the City of Laredo FY 2010-2011 Police Trust Fund annual budget by appropriating expenditures in the amount of \$ 1,800,000.00. Funding will be used to purchase operational materials, supplies, training and capital outlay equipment. Items include surveillance equipment, tactical equipment, patrol and officer safety equipment, and other needed items. Funding is available in the Police Trust Fund opening balance.

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

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

Whereas, funding will be used to purchase equipment for the Laredo Police Department; and

Whereas, funding for the project is available in the Laredo Police Trust Fund beginning balance.

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

Section 1: The City of Laredo's FY 2010-2011 annual budget shall be and hereby is amended as follows:

FINANCIAL:

	Budget FY 10-11	Proposed Amendment	Proposed Budget FY 10-11
Opening Balance:	\$ 6,459,070	-0-	6,459,070
Revenues:	1,099,000	-0-	1,099,000
Expenses:	<u>3,810,326</u>	<u>1,800,000</u>	<u>5,610,326</u>
*Closing Balance	\$ 3,747,744	(1,800,000)	1,947,744

Section 2: Expenditures are hereby appropriated in the amount of \$ 1,800,000.00. Funding will be used to purchase operational materials and supplies and capital outlay equipment. Funding is available in the opening fund balance.

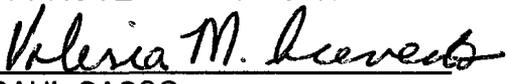
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____
DAY OF _____, 2010.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



RAUL CASSO
CITY ATTORNEY

DATE: 12-20-10
SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE.
 AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$318,545.84 (CSJ. NO.0922-33-139 BEING \$299,949.00 IN FEDERAL FUNDS AND \$18,596.84 STATE FUNDS) WITH A LOCAL MATCH OF \$43,492.61 FOR A TOTAL OF \$362,492.61 FOR THE DESIGN AND CONSTRUCTION OF PHASE 1D OF THE MANADAS CREEK HIKE AND BIKE TRAIL, AND AMENDING THE CITY OF LAREDO'S FY 2010-2011 ANNUAL BUDGET FOR THE ENVIRONMENTAL SERVICES DEPARTMENT BY APPROPRIATING THE SAID GRANT FUNDS TO THE APPROPRIATE EXPENDITURE ACCOUNTS.

INITIATED BY:
 Jesus Olivares, Assistant City Manager

STAFF SOURCE:
 Riazul Mia, P.E., Environmental Services Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:
 On May 27, 2010 the Texas Transportation Committee authorized the 2010 Federal Demonstration and Discretionary Programs, which, authorizes the State to undertake and complete a highway improvement generally described as the construction of hike and bike trail at Manadas Creek in the city of Laredo minute order number 112272.

On November 2, 2010 the City received an Advanced Funding Agreement for the design and construction of Phase-1D of Manadas hike and bike pathway. The job includes, survey, design, construction and environmental work for approximate 2324 lf of ADA compliance Asphalt 2' TXDOT Type D trail system, retaining wall, handicap ramps, and concrete pathways.

The City has already completed phase 1A, 1B, and 1C in North Central Park at Manadas Creek.

MATCHING FUNDS OF \$43,492.61 ARE AVAILABLE IN THE 2007 CERTICATES OF OBLIGATION - DISTRICT 6 DISCRETIONARY FUNDS.

FINANCIAL IMPACT:

Revenue	Budget	Amendment	Amended Budget
TxDot-Manadas Creek Hike & Bike	\$0	\$318,546	\$318,546
Expense			
Manadas Creek Hike & Bike	\$0	\$318,546	\$318,546
Grant Match			
Dist 6 Discretionary Funds Reserve	\$64,614	(\$43,493)	\$21,121
Manadas Creek Hike & Bike Grant Match	\$0	\$43,493	\$43,493

RECOMMENDATION:

STAFF RECOMMENDATION:
 Approval of the ordinance.

ORDINANCE

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$318,545.84 (CSJ. NO.0922-33-139 BEING \$299,949.00 IN FEDERAL FUNDS AND \$18,596.84 STATE FUNDS) WITH A LOCAL MATCH OF \$43,492.61 FOR A TOTAL OF \$362,492.61 FOR THE DESIGN AND CONSTRUCTION OF PHASE 1D OF THE MANADAS CREEK HIKE AND BIKE TRAIL, AND AMENDING THE CITY OF LAREDO'S FY 2010-2011 ANNUAL BUDGET FOR THE ENVIRONMENTAL SERVICES DEPARTMENT BY APPROPRIATING THE SAID GRANT FUNDS TO THE APPROPRIATE EXPENDITURE ACCOUNTS.

Whereas, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

Whereas, the Texas Transportation Code, Sections 201.103 and 22.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

Whereas, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

Whereas, the Texas Transportation Commission passed Minute Order 112272, authorizing the State to undertake and complete a highway improvement generally described as the construction of a hike and bike trail at Manadas Creek in the City of Laredo; and

Whereas, the Governing Body of the City of Laredo has approved entering into this Agreement by ordinance dated _____.

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

Section 1: It ratifies, affirms and accepts said grant from the Texas Department of Transportation in the amount of \$318,545.84 with \$43,492.61 in matching funds.

Section 2: It Amends the City of Laredo's FY 2010-2011 Annual Budget for Environmental Services by appropriating the said grant revenue to the appropriate expenditure accounts.

Section 3: The City of Laredo will comply with the provisions of the Advanced Funding Agreement and the fiscal reimbursement and reporting requirements of the State of Texas for this grant.

Section 4: The City of Laredo hereby agrees that the funds received from the State of Texas will only be used for the purpose of implementing approved projects under this grant.

Section 5: It authorizes the City Manager to sign the Advance Funding Agreement CSJ No. 0922-33-139 (Attached hereto as Exhibit A) and all necessary instruments, contracts and or documents required for and by this grant.

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
2010 Federal Demonstration and Discretionary Program
Off-System Project**

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Laredo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 112272, authorizing the State to undertake and complete a highway improvement generally described as the construction of a hike and bike trail at Manadas Creek in the City of Laredo; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____ which is attached hereto and made a part hereof as Attachment "A" for the construction of a hike and bike trail at the location shown on the Map in Attachment "B", hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
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2. Scope of Work

The Local Government will develop the plans, obtain environmental clearance and oversee construction of a hike and bike trail at Manadas Creek in the City of Laredo at the location shown on Attachment "B". The project will consist of constructing a surfaced hike and bike path with retaining wall and a path structure.

3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- n. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and the special specifications and special provisions related thereto;

For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum conform to applicable *American Association of State Highway and Transportation Officials* design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- a. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.

CSJ # 0922-33-139
 District # 22 - Laredo
 Code Chart 64 # 24000
 Project: Manadas Creek Hike
and Bike Trail
 Federal Highway Administration
 CFDA # 20.205

- c. Prior to their execution, the Local Government will submit contract change orders to the State for review and approval.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City of Laredo	Director of Contract Services
Attn: City Manager	Texas Department of Transportation
P.O. Box 579	125 E. 11th
Laredo, Texas 78042	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Name

Printed Name

Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

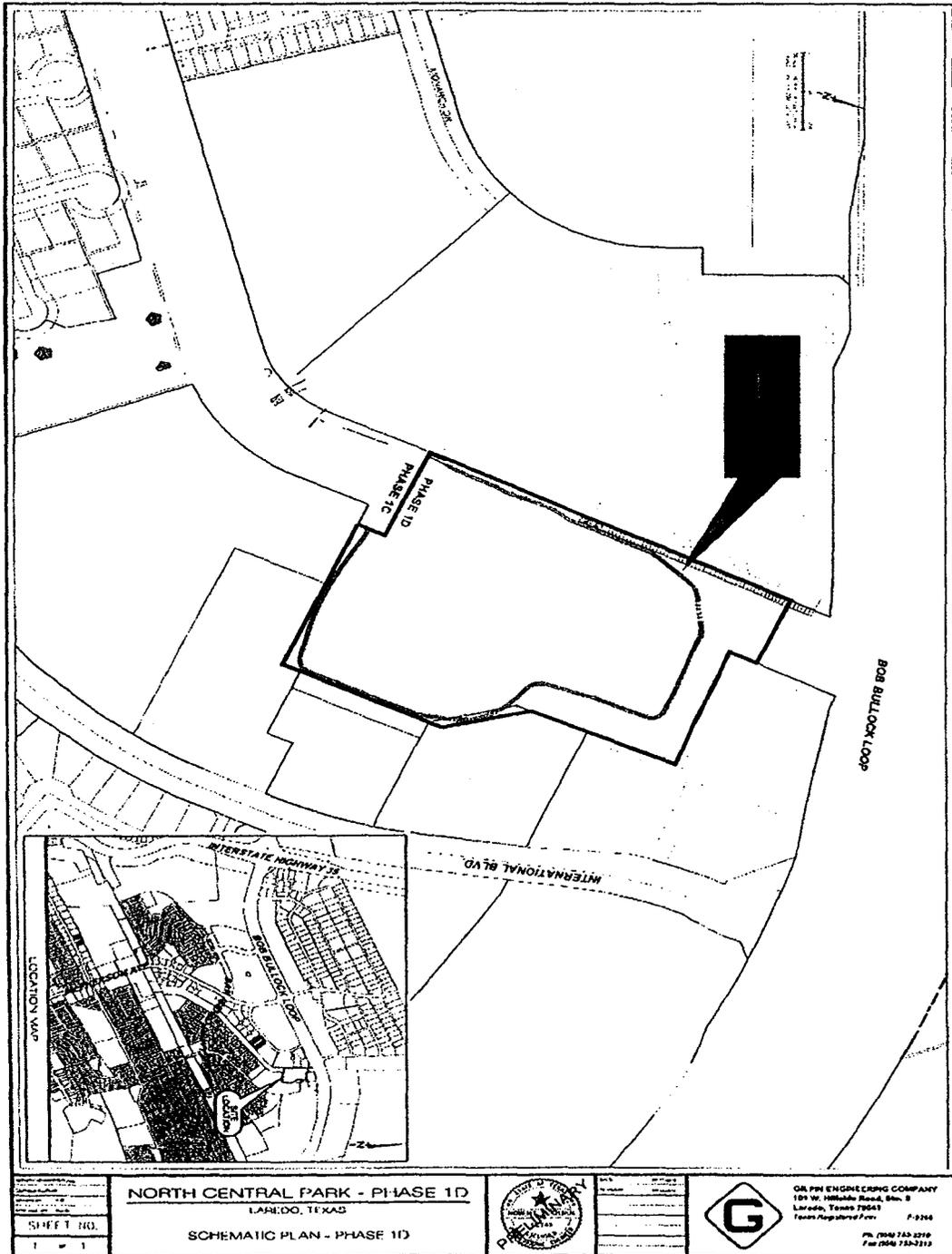
Date

CSJ # 0922-33-139
District # 22 - Laredo
Code Chart 64 # 24000
Project: Manadas Creek Hike
and Bike Trail
Federal Highway Administration
CFDA # 20.205

ATTACHMENT A
Resolution or Ordinance

CSJ # 0922-33-139
 District # 22 - Laredo
 Code Chart 64 # 24000
 Project: Manadas Creek Hike
 and Bike Trail
 Federal Highway Administration
 CFDA # 20.205

ATTACHMENT B
Location Map Showing Project



CSJ # 0922-33-139
 District # 22 - Laredo
 Code Chart 64 # 24000
 Project: Manadas Creek Hike
and Bike Trail
 Federal Highway Administration
 CFDA # 20.205

ATTACHMENT C
Project Budget
CSJ: 0922-33-139

The maximum amount reimbursable under this agreement without modification is \$299,949.00. Local Government and the State have estimated the project to be as follows:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$ 8,618.00	100%	\$ 8,618.00	0%	\$0	0%	\$0
PS&E (by LG)	\$ 17,236.00	100%	\$ 17,236.00	0%	\$0	0%	\$0
Environmental Assm./Mit. (by LG)	\$ 15,000.00	100%	\$ 15,000.00	0%	\$0	0%	\$0
Construction (by LG)	\$ 251,708.00	100%	\$ 251,708.00	0%	\$0	0%	\$0
Construction Engineering (by LG)	\$ 7,387.00	100%	\$ 7,387.00	0%	\$0	0%	\$0
Subtotal	\$ 299,949.00		\$ 299,949.00		\$0		\$0
Engineering Phase Direct State Costs	\$ 5,923.83	0%	\$0	0%	\$0	100%	\$ 5,923.83
Construction Phase Direct State Costs	\$ 37,568.78	0%	\$0	0%	\$0	100%	\$ 37,568.78
Indirect State Costs	\$ 18,596.84	0%	\$0	100%	\$ 18,596.84	0%	\$0
TOTAL	\$ 362,038.45		\$ 299,949.00		\$ 18,596.84		\$ 43,492.61

Local Participation = \$ 43,492.61. This is an estimate. Direct State Cost will be based on actual charges. A first payment of \$ 12,000.00 will be due upon execution of the Agreement. Payment for the remaining balance will be due on completion of construction.

It is further understood that the Project will include only those items for the improvements as requested and required by the Local Government and approved by the State. This is an estimate only, final participation amounts will be based on actual charges to the project.

COUNCIL COMMUNICATION

<p>DATE:</p> <p>12/20/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE</p> <p>Amending the City of Laredo's FY 2010-2011 9-1-1 Regional Administration Fund budget by decreasing revenues and expenditures in the amount of \$86,725.00 for the period beginning September 1, 2010 and ending August 31, 2011. The Commission on State Emergency Communication has approved this strategic plan amendment. This decrease is due to state-wide budget reductions requested of all state agencies. Impact is to the four county regional program network operations; only new activity for network expansions have been reduced.</p>								
<p>INITIATED BY:</p> <p>Horacio A. De Leon, Jr., Assistant City Manager</p>	<p>STAFF SOURCE:</p> <p>Heberto L. Ramirez, Info. Services & Telecomm. Director</p>								
<p>PREVIOUS COUNCIL ACTION:</p> <p>Ordinance No. 2010-O-114 on September 10, 2010, amending the FY 2011 9-1-1 Regional Administration budget by increasing revenues and expenditures in the amount of \$86,725.00 for administrative, equipment and program budgets for Jim Hogg, Starr, Webb, and Zapata counties for the period beginning September 1, 2010 and ending August 31, 2011.</p>									
<p>BACKGROUND:</p> <p>The Commission on State Emergency Communications (CSEC) has reduced the budget by \$86,725.00 for an amended allocation for FY 2011 of \$1,937,479.</p>									
<p>FINANCIAL:</p> <table border="1" data-bbox="170 1323 1372 1449"> <thead> <tr> <th>Fund</th> <th>Annual Budget</th> <th>Amendment</th> <th>Amended Budget</th> </tr> </thead> <tbody> <tr> <td>9-1-1 Regional Fund</td> <td>\$2,024,204</td> <td>-\$86,725</td> <td>\$1,937,479</td> </tr> </tbody> </table>		Fund	Annual Budget	Amendment	Amended Budget	9-1-1 Regional Fund	\$2,024,204	-\$86,725	\$1,937,479
Fund	Annual Budget	Amendment	Amended Budget						
9-1-1 Regional Fund	\$2,024,204	-\$86,725	\$1,937,479						
<p>COMMITTEE RECOMMENDATION:</p>	<p>STAFF RECOMMENDATION:</p> <p>Hold Public Hearing and introduce Ordinance.</p>								

ORDINANCE NO.

AMENDING THE CITY OF LAREDO'S FY 2010-2011 9-1-1 REGIONAL ADMINISTRATION FUND BUDGET BY DECREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$86,725.00 FOR THE PERIOD BEGINNING SEPTEMBER 1, 2010 AND ENDING AUGUST 31, 2011. THE COMMISSION ON STATE EMERGENCY COMMUNICATION HAS APPROVED THIS STRATEGIC PLAN AMENDMENT. THIS DECREASE IS DUE TO STATE-WIDE BUDGET REDUCTIONS REQUESTED OF ALL STATE AGENCIES. IMPACT IS TO THE FOUR COUNTY REGIONAL PROGRAM NETWORK OPERATIONS; ONLY NEW ACTIVITY FOR NETWORK EXPANSIONS HAVE BEEN REDUCED.

WHEREAS, on September 07, 2010, City Council adopted the 9-1-1 Regional Administration fiscal year 2011 annual budget; and

WHEREAS, the Commission on State Emergency Communications approved the FY 2010 and FY 2011 strategic plan for South Texas 9-1-1 Region as administered by the City of Laredo on July 14, 2009; and

WHEREAS, the strategic plan authorizes expenses for all administrative, program, and capital budgets for Jim Hogg, Starr, Webb and Zapata counties; and

WHEREAS, the City Council held a public hearing and introduced this Ordinance on December 20, 2010.

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

Section 1: the FY 2011 9-1-1 Regional Administration Fund is hereby amended as follows:

Fund	Annual Budget	Amendment	Amended Budget
9-1-1 Regional Fund	\$2,024,204	-\$86,725	\$1,937,479

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2011.

RAUL G. SALINAS
MAYOR

[Faint, illegible text, possibly a stamp or signature]

ATTEST:

APPROVED AS TO FORM:

GUSTAVO GUEVARA, JR.,
CITY SECRETARY

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12-20-2010	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING ARTICLE I OF CHAPTER 11.5 EMERGENCY MANAGEMENT OF THE CODE OF ORDINANCES BY ADDING LANGUAGE TO SECTION 11.5-7. (C) – OFFENSES; PENALTIES; AND ARTICLE II OF EMERGENCY MANAGEMENT COORDINATOR, SECTION 11.5.23. (8) – SAME—SPECIFIC DUTIES; AS FOLLOWS: SECTION 11.5-7. (C) CONVICTIONS FOR VIOLATIONS OF THE PROVISIONS OF THIS ORDINANCE SHALL BE PUNISHABLE BY FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,00000), <u>PLUS RESTITUTION FOR COSTS INCURRED BY THE CITY AS NEEDED TO ENFORCE ANY RULE OR REGULATION ISSUED PURSUANT TO THIS EMERGENCY MANAGEMENT PLAN; AND</u> Continuation - Page 2
INITIATED BY: Carlos Villarreal City Manager	STAFF SOURCE: Raul Casso City Attorney
PREVIOUS COUNCIL ACTION:	
BACKGROUND: In June of last Summer, Hurricane Alex caused an epic flood in our community. At the height of it, several empty containers were carried away by the flood waters and came floating down river, threatening our bridges with destruction. Our Emergency Management Plan, lacking provisions to police such potential threats, is hereby amended so to impose upon property owners the duty to secure items of personal property (such as empty trailer containers) or remove them from the premises or otherwise get them out of the way. If a property owner does so cooperate, then the city will intervene to secure the property as necessary to secure the safety of the public. A fine will be imposed on the recalcitrant property owner, as well as costs to be recovered.	
FINANCIAL:	
RECOMMENDATION:	STAFF RECOMMENDATION:

SECTION 11.5.23.(8) ISSUANCE OF REASONABLE RULES, REGULATIONS OR DIRECTIVES WHICH ARE NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY IN THE CITY, INCLUDING AS MAY BE NECESSARY RULES, REGULATIONS AND DIRECTIVES TO ENSURE THE PROTECTION OF LIFE AND PROPERTY BY MANDATING THE REMOVAL OR SECURING OF PERSONAL PROPERTY, INCLUDING CONTAINERS AND BOX CONTAINERS, OR ANY LARGE REUSABLE BOX TYPICALLY USED FOR THE MOVEMENT OF ROAD FREIGHT, RAIL FREIGHT, SEA FREIGHT, OR AIR FREIGHT (E.G. A BOX OR CONTAINER TYPICALLY USED BY DIESEL TRACTOR TRAILER TRUCKS FOR ROAD HAULING OF FREIGHT), OR ANY OTHER ITEMS OF PERSONAL PROPERTY THAT MAY FLOAT OR BE CARRIED AWAY BY FLOOD WATERS THEREBY GIVING RISE TO ADDITIONAL RISKS AND HAZARDS TO LIFE AND PROPERTY. SUCH RULES AND REGULATIONS SHALL BE FILED IN THE OFFICE OF THE CITY SECRETARY AND SHALL RECEIVE WIDESPREAD PUBLICITY. THE FAILURE BY A PROPERTY OWNER TO REMOVE ANY SUCH PROPERTY MANDATED FOR REMOVAL PURSUANT TO THIS PROVISION SHALL CONSTITUTE A VIOLATION OF THIS EMERGENCY MANAGEMENT PLAN FOR WHICH CITATION SHALL ISSUE. CONVICTIONS FOR ANY SUCH VIOLATION SHALL BE PUNISHABLE BY A FINE OF \$500.00, THE CITY ATTORNEY IS HEREBY AUTHORIZED TO PURSUE ANY LEGAL RECOURSE AS MAY BE NECESSARY TO RECUPERATE COSTS INCURRED BY THE CITY TO ENFORCE THIS PROVISION, SUCH COSTS TO INCLUDE, WITHOUT LIMITATION, COSTS INCURRED IN THE REMOVAL, TOWING, AND STORAGE OF ANY SUCH PROPERTY. EACH INDIVIDUAL ITEM OF PERSONAL PROPERTY SUBJECT TO THIS PROVISION SHALL CONSTITUTE THE BASIS OF A SEPARATE OCCURRENCE SUBJECT TO INDIVIDUAL PENALTY AND LEGAL REMEDIES AS HEREIN PRESCRIBED.

These amendments to the Emergency Management ordinances shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

AMENDING ARTICLE I OF CHAPTER 11.5 EMERGENCY MANAGEMENT OF THE CODE OF ORDINANCES BY ADDING LANGUAGE TO SECTION 11.5-7. (C) – OFFENSES; PENALTIES; AND ARTICLE II OF EMERGENCY MANAGEMENT COORDINATOR, SECTION 11.5.23. (8) – SAME—SPECIFIC DUTIES; AS FOLLOWS:

SECTION 11.5-7. (C) CONVICTIONS FOR VIOLATIONS OF THE PROVISIONS OF THIS ORDINANCE SHALL BE PUNISHABLE BY FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,00000), PLUS RESTITUTION FOR COSTS INCURRED BY THE CITY AS NEEDED TO ENFORCE ANY RULE OR REGULATION ISSUED PURSUANT TO THIS EMERGENCY MANAGEMENT PLAN; AND

SECTION 11.5.23.(8) ISSUANCE OF REASONABLE RULES, REGULATIONS OR DIRECTIVES WHICH ARE NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY IN THE CITY, INCLUDING AS MAY BE NECESSARY RULES, REGULATIONS AND DIRECTIVES TO ENSURE THE PROTECTION OF LIFE AND PROPERTY BY MANDATING THE REMOVAL OR SECURING OF PERSONAL PROPERTY, INCLUDING CONTAINERS AND BOX CONTAINERS, OR ANY LARGE REUSABLE BOX TYPICALLY USED FOR THE MOVEMENT OF ROAD FREIGHT, RAIL FREIGHT, SEA FREIGHT, OR AIR FREIGHT (E.G. A BOX OR CONTAINER TYPICALLY USED BY DIESEL TRACTOR TRAILER TRUCKS FOR ROAD HAULING OF FREIGHT), OR ANY OTHER ITEMS OF PERSONAL PROPERTY THAT MAY FLOAT OR BE CARRIED AWAY BY FLOOD WATERS THEREBY GIVING RISE TO ADDITIONAL RISKS AND HAZARDS TO LIFE AND PROPERTY. SUCH RULES AND REGULATIONS SHALL BE FILED IN THE OFFICE OF THE CITY SECRETARY AND SHALL RECEIVE WIDESPREAD PUBLICITY. THE FAILURE BY A PROPERTY OWNER TO REMOVE ANY SUCH PROPERTY MANDATED FOR REMOVAL PURSUANT TO THIS PROVISION SHALL CONSTITUTE A VIOLATION OF THIS EMERGENCY MANAGEMENT PLAN FOR WHICH CITATION SHALL ISSUE. CONVICTIONS FOR ANY SUCH VIOLATION SHALL BE PUNISHABLE BY A FINE OF \$500.00. THE CITY ATTORNEY IS HEREBY AUTHORIZED TO PURSUE ANY LEGAL RECOURSE AS MAY BE NECESSARY TO RECUPERATE COSTS INCURRED BY THE CITY TO ENFORCE THIS PROVISION, SUCH COSTS TO INCLUDE, WITHOUT LIMITATION, COSTS INCURRED IN THE REMOVAL, TOWING, AND STORAGE OF ANY SUCH PROPERTY. EACH INDIVIDUAL ITEM OF PERSONAL PROPERTY SUBJECT TO THIS PROVISION SHALL CONSTITUTE THE BASIS OF A SEPARATE OCCURRENCE SUBJECT TO INDIVIDUAL PENALTY AND LEGAL REMEDIES AS HEREIN PRESCRIBED.

These amendments to the Emergency Management ordinances shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

WHEREAS, The Code of Ordinance of the City of Laredo is hereby amended to add wording to Section 11.5-7 and Section 11.5.23.(8);

WHEREAS, the Emergency Management was approved by ordinance on February 5, 1980 and amended by Ordinance No. 85-190(1) and on November 8, 1985; and

WHEREAS, the Emergency Management Director finds that it is in the best interest of the citizens of this community to add the new language.

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

1. Article I of Chapter 11.5 Emergency Management of the Code of Ordinances be amended by adding language to Section 11.5-7(c) and Section 11.5.23.(8) as follows:

Section 11.5-7.

(c) Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed two thousand dollars (\$2,00000), plus restitution for costs incurred by the City as needed to enforce any rule or regulation issued pursuant to this emergency management plan.

Sec. 11.5-23. Same--Specific duties.

The powers, duties and responsibilities of the coordinator shall include:

(1) Supervision of the development of an emergency management plan for the city and all mutual aid plans and agreements which are deemed essential for the implementation of such emergency management plan.

(2) Causing of a survey of the availability of existing personnel, equipment, supplies and services which could be used during an emergency, as provided for herein, as well as a continuing study of the need for amendments and improvements in the emergency management plan.

(3) Control and direction of the actual operation or training of the emergency management organization of the city.

(4) Determination of all questions of authority and responsibility that may arise within the emergency management organization of the city.

(5) Maintenance of necessary liaison with other municipal, state, county, regional, federal, or other emergency management organizations.

(6) Marshaling, after declaration of an emergency as provided for above, of all necessary personnel, equipment or supplies from any department of the city to aid in carrying out the emergency management plan.

(7) Issuance of all necessary proclamations as to the existence of an emergency and the immediate operational effectiveness of the emergency management plan.

(8) Issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the city, including as may be necessary rules, regulations and directives to ensure the protection of life and property by mandating the removal or securing of personal property, including containers and box containers, or any large reusable box typically used for the movement of road freight, rail freight, sea freight, or air freight (e.g. a box or container typically used by diesel tractor trailer trucks for road hauling of freight), or any other items of personal property that may float or be carried away by flood waters thereby giving rise to additional risks and hazards to life and property. Such rules and regulations shall be filed in the office of the city secretary and shall receive widespread publicity. The failure by a property owner to remove any such property mandated for removal pursuant to this provision shall constitute a violation of this emergency management plan for which citation shall issue. Convictions for any such violation shall be punishable by a fine of \$500.00. The city attorney is hereby authorized to pursue any legal recourse as may be necessary to recuperate costs incurred by the City to enforce this provision, such costs to include, without limitation, costs incurred in the removal, towing, and storage of any such property. Each individual item of personal property subject to this provision shall constitute the basis of a separate occurrence subject to individual penalty and legal remedies as herein prescribed.

(9) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county for county-wide coordination of emergency management efforts.

(10) Supervision of and final authorization for procurement of all necessary supplies and equipment, including acceptance of private contributions.

(11) Authorizing agreements, after approval of the city attorney, for the use of private property for public shelter and other purposes.

2. This ordinance shall become effective upon the Final Reading and Publication of this ordinance.

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

ATTEST:

RAUL G. SALINAS
MAYOR

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

<p>Date: 12/20/10</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and Kirby Drives, from R-1 (Single-Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date. ZC-59-2010</p>
<p>Initiated by: Danny Lopez Laredo Real Foods</p>	<p>Staff source: Keith Selman, Planning Director</p>
<p>Prior action: None.</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 includes a drainage canal, single-family residences and vacant land. South of the site is vacant land and single-family residences. The land west of the site includes vacant land and single-family residences. North of the site are vacant land and single-family residences.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Shiloh Drive as a Major Arterial Proposed.</p> <p>Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change to a B-1 district is appropriate at this location. Although, the proposed change is not consistent with the Comprehensive Plan's designation for this area as Low Density Residential, it is compatible with an existing district to the south.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 5 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-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?

Yes, the established land use pattern is single-family residential.

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

No, there is one B-1 district to the south along Shiloh Drive.

Will change adversely influence living conditions in the neighborhood?

Yes, currently there are no commercial uses along this section of Shiloh Drive.

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

Yes, the current zoning only allows for single-family residential uses.

ORDINANCE NO. 2010-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.09 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED ON THE NORTH SIDE OF SHILOH DRIVE BETWEEN SNOWFALLS AND KIRBY DRIVES, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and Kirby Drives, from R-1 (Single-Family Residential 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 November 18, 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 December 20, 2010, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 1.09 acres, as further described by metes and bounds in attached Exhibit "A", located on the north side of Shiloh Drive between Snowfalls and Kirby Drives, from R-1 (Single-Family Residential District) to B-1 (Limited Commercial District).

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

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

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

RAUL G. SALINAS
MAYOR

ATTEST:

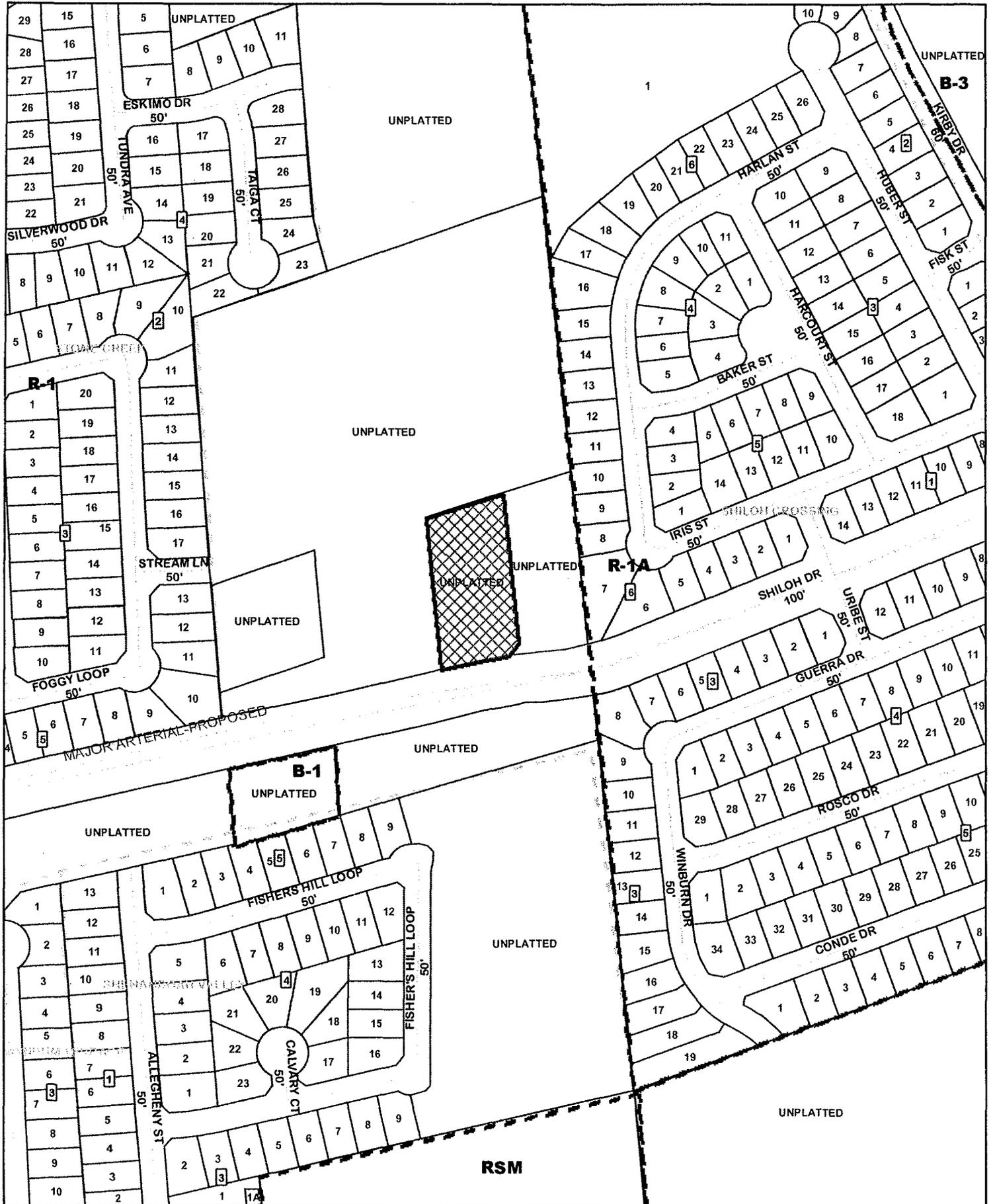
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

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

ZC-59-2010



Legend

 ZC-59-2010

 Zone Districts- B/W

1 inch = 250 feet



Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION

1.09 ACRE TRACT

PORCION 23 - ABSTRACT 283

WEBB COUNTY, TEXAS

A tract of land containing 1.09 acres of land, more or less, situated in Porcion 23, Abstract 283, Isadora Torres Vda. De Garcia, original grantee, Webb County, Texas, and being out of a 3.54 acre tract conveyed to Daniel Lopez, as recorded in Volume 671, Page 670, Webb County Deed Records, and being more particularly described by metes and bound as follows:

COMMENCING at a found 1/2 inch iron rod on the southwest corner of Lot 22, Block 1, Shiloh Crossing Subdivision ~ Phase II, as recorded in Volume 29, Pages 90-91, Webb County Map Records, same being the northwest corner of Shiloh Drive (a 100 foot wide right-of-way) as recorded in Volume 29, Pages 7-9, Webb County Map Records;

THENCE, along the north line of Shiloh Drive (a 100 foot wide right-of-way), same being a curve to the right having a radius of 568.65 feet, a delta of 09° 12' 58", a chord and chord bearing of 91.37 feet and S 80° 49' 35" W, a distance of 91.47 feet to a found 1/2 inch iron rod, a point of curvature to the left;

THENCE, continuing along the north line of Shiloh Drive (a 100 foot wide right-of-way), same being along said curve to the left having a radius of 1050.00 feet, a delta of 03° 29' 50", a chord and chord bearing of 64.08 feet and S 83° 41' 09" W, a distance of 64.09 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract, same being the **POINT OF BEGINNING**, a point of curvature to the left;

THENCE, continuing along the north line of Shiloh Drive (a 100 foot wide right-of-way), same being the south line of the herein described tract, along said curve to the left having a radius of 1050.00 feet, a delta of 04° 44' 51", a chord and chord bearing of 86.98 feet and S 79° 33' 48" W, a distance of 87.00 feet to a found 1/2 inch iron rod, a tangent point;

THENCE, S 77° 11' 23" W, continuing along the north line of said Shiloh Drive (a 100 foot wide right-of-way), same being the south line of the herein described tract, a distance of 53.10 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 05° 48' 54" W, along the east line of the Antonio Martinez tract, as recorded in Volume 938, Page 218, Webb County Deed Records), same being the east line of the herein described tract, a distance of 290.61 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 71° 28' 50" E, along the south line of the Taxco Development Company tract, as recorded in Volume 1553, Pages 334-336, Webb County Deed Records, same being the north line of the herein described tract, a distance of 163.21 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 05° 54' 11" E, a distance of 279.85 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right having a radius of 1720.00 feet, a delta of 00° 25' 09", a chord and chord bearing of 12.59 feet and S 05° 41' 36" E, a distance of 12.59 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 38° 39' 58" W, a distance of 28.86 feet to return to and close at the **POINT OF BEGINNING**, containing 1.09 acres of land.

BASIS OF BEARINGS:

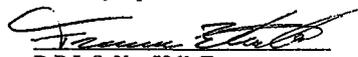
A Found 1/2 iron rod at the northwest corner of a 25.636 acre right-of-way dedication and a Found Type 2 concrete monument at a point of curvature on the west right-of-way line of said dedication as recorded in Volume 153, Pages 576-581, Webb County Deed Records.

CALLED: S 38°36'06" E, a distance of 2,672.24 FEET

MEASURED: S 38°36'06" E, a distance of 2,672.44 FEET

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.


R.P.L.S. No. 5862-Texas

10-20-10
Current Date



EXHIBIT "A"



Scale: 1"=100'

EXISTING ZONE: R-1
TAXCO DEVELOPMENT COMPANY
(VOL. 1553, PGS 334-336, W.C.D.R.)

N71°28'50"E
163.21'

BY GRAPHICAL SCALING ONLY,
APPROXIMATE LOCATION OF FLOOD
ZONE "A", ACCORDING TO FIRM
MAP COMMUNITY-PANEL NUMBER:
48479C1205C, APRIL 2, 2008

EXISTING ZONE: R-1
CITY OF LAREDO
(VOL. 2772, PGS. 161-167
W.C.O.P.R.)

EXISTING ZONE: R-1
ANTONIO MARTINEZ
(Vol. 938, Pg. 218,
W.C.D.R.)

1.09 ACRE
TRACT
EXISTING
ZONE: R-1
PROPOSED
ZONE: B-3

EXISTING ZONE: R-1A
SHILOH CROSSING
SUBDIVISION
PHASE II
(VOL. 29, PGS 90-91, W.C.M.R.)

53.10'
S77°11'23"W

S38°39'58"W
28.86'

POINT OF
COMMENCEMENT
1.09 ACRE TRACT
FOUND 1/2 INCH
IRON ROD

POINT OF BEGINNING
1.09 ACRE TRACT
SET 1/2 INCH IRON ROD

SHILOH DRIVE
ROW

EXISTING ZONE: R-1

EXISTING ZONE: R-1

EXISTING ZONE: R-1A
SHILOH CROSSING
SUBDIVISION
PHASE III
(VOL. 29, PGS 7-9, W.C.M.R.)

SHENANDOAH
SUBDIVISION
PHASE II
(Vol. 1817, Pgs. 144-147,
W.C.D.R.)

ROBERTO RODRIGUEZ
8.4851 ACRE TRACT
(Vol. 66, Pgs. 830-831,
W.C.O.P.R.)

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	91.47'	568.65'	09°12'58"	91.37'	S80°49'35"W
C2	64.09'	1050.00'	03°29'50"	64.08'	S83°41'09"W
C3	87.00'	1050.00'	04°44'51"	86.98'	S79°33'48"W
C4	12.59'	1720.00'	00°25'09"	12.59'	S05°41'36"E

LEGEND
○ SIR= SET 1/2" IRON ROD
○ FIR= FOUND 1/2" IRON ROD

CERTIFICATE OF SURVEYOR

I THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS. HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.



Francisco Estrada
FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862

10-20-10
DATE

EXHIBIT "A"

BASIS OF BEARINGS:
A FOUND 1/2 INCH IRON ROD AT THE NORTHWEST CORNER OF OF A 25.636 ACRE RIGHT-OF-WAY DEDICATION AND A FOUND TYPE 2 CONCRETE MONUMENT AT A POINT OF CURVATURE ON THE WEST RIGHT-OF-WAY LINE OF SAID DEDICATION AS RECORDED IN VOLUME 153, PAGES 576-581, WEBB COUNTY DEED RECORDS.
CALLED: S 38°36'06" E, A DISTANCE OF 2,672.24 FEET
MEASURED: S 38°36'06" E, A DISTANCE OF 2,672.44 FEET

BOUNDARY SURVEY OF

A tract of land containing 1.09 acres of land, more or less, situated in Porcion 23, Abstract 283, Isadora Torres Vda. De Garcia, original grantee, Webb County, Texas, and being out of a 3.54 acre tract conveyed to Daniel Lopez, as recorded in Volume 671, Page 670, Webb County Deed Records.

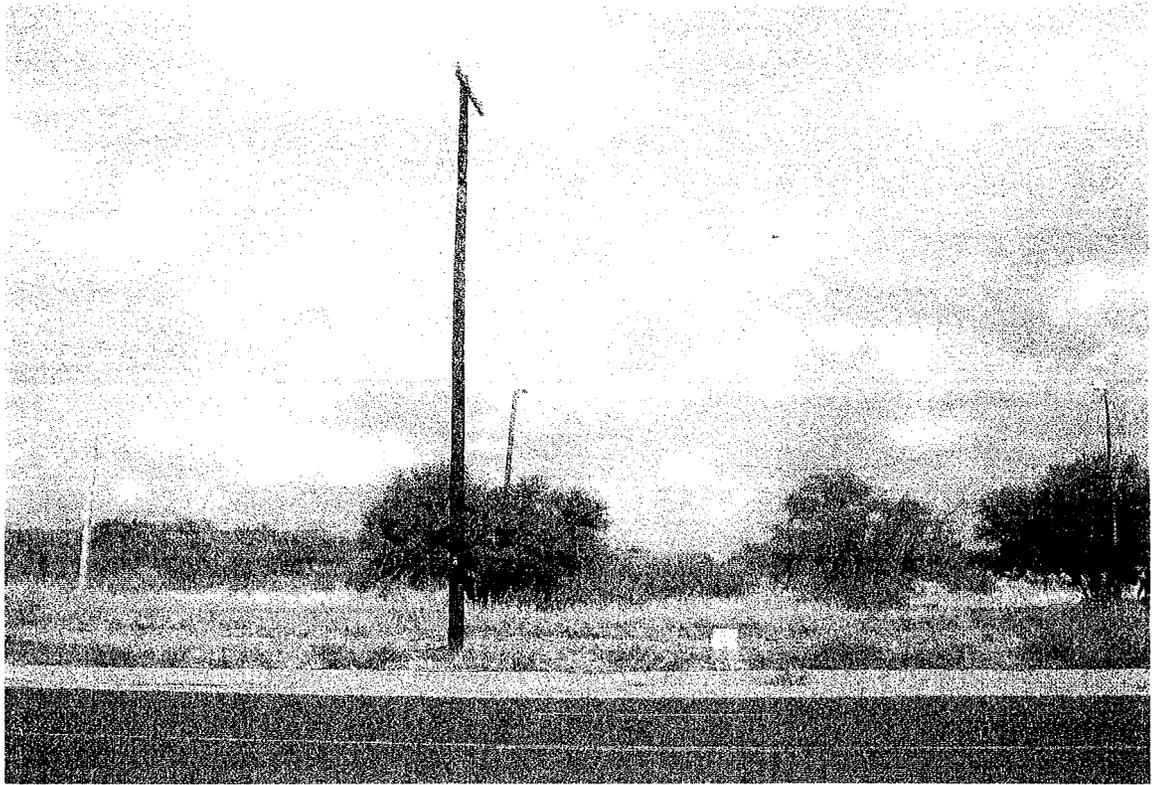
FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY OF THE FLOOD INSURANCE RATE MAP,
SUBJECT IS PARTIALLY LOCATED IN A FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C1205C, APRIL 2, 2008

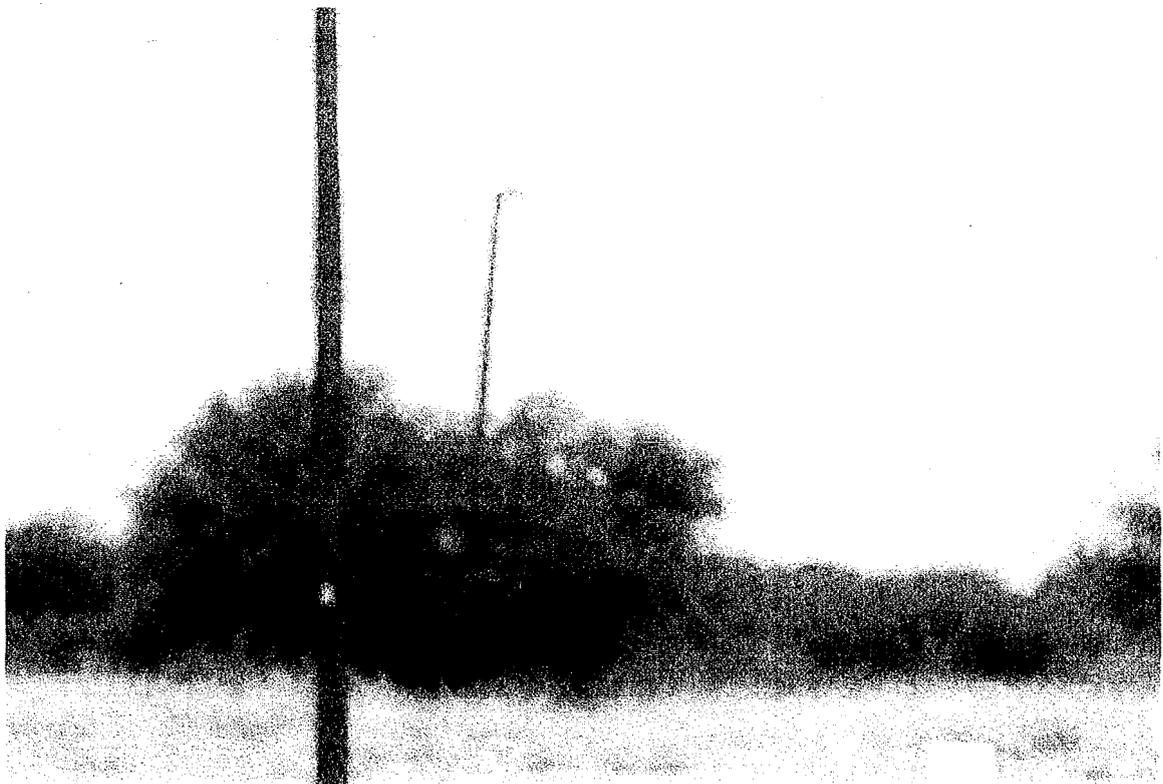
Drawn By :AH
Checked By :FE
Approved By :FE
Date :10/06/2010
Revision :0
Project No. :8117.00



SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TEXAS FIRM No: F-3132







COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: Final Reading of Ordinance 2010-O-177 Amending the City of Laredo Fiscal Year 2011 Budget by appropriating revenues and expenses in the amount of \$24,000 in the General Fund - Traffic Safety Division. The contribution of \$24,000 is from the Plantation Homeowner's Association for the purpose of funding the installation of speed cushions along Country Club Drive. (As Amended)
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INITIATED BY: Carlos R. Villarreal, City Manager	STAFF SOURCE: Jesus Olivares, Assistant City Manager Roberto Murillo, P.E. Traffic Manager
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PREVIOUS COUNCIL ACTION: City Council tabled item on 12-06-10.
City Council approved introductory ordinance with an amendment to change original amount from \$44,000 to \$24,000 on 11-15-10.

BACKGROUND:
City council approved motion on November 15, 2010, requested by Council Member Gene Belmares, to amend city council agenda item to accept a 50/50 partial contribution from the Plantation Homeowner's Association in the amount of \$24,000 for the installation of speed cushions along Country Club Drive between Del Mar Blvd., and Kimberly Lane. The remaining difference of \$24,000 will be funded from District VI discretionary funds. A separate council item, also as approved by City Council, will be included at the next city council meeting of December 6, 2010 to consider authorizing the installation of speed cushions on Country Club Drive under the Special Provision clause included in the Speed Hump Installation Policy. It is estimated that a total of eight (8) sets of cushions could be installed provided city council approves their installation. The estimated cost for materials, that includes speed cushions, signs, and pavement markings is \$44,000 while the estimated cost of labor using city forces is estimated at \$4,000 for a total cost of \$48,000. The contribution will fund 50% of the total cost for the installation of speed cushions. Staff does not recommend the installation of speed cushions under the Special Provision clause. Country Club is classified as a Major Collector and under the Speed Hump Installation Policy and the Special Provision clause it is recommended that speed cushion should not be installed on a Major Collector.

FINANCIAL:

	Original Budget	Proposed Amendment	Amended Budget FY 2011
Revenues:			
Contributions & Donations	15,000	24,000	39,000
Expenses:			
Speed Humps	0	24,000	24,000

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends against the installation of speed cushions on Country Club Drive.
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ORDINANCE 2010-O- 177

AMENDING THE CITY OF LAREDO FISCAL YEAR 2011 BUDGET BY APPROPRIATING REVENUES AND EXPENSES IN THE AMOUNT OF \$24,000 IN THE GENERAL FUND - TRAFFIC SAFETY DIVISION. THE CONTRIBUTION OF \$24,000 IS A PARTIAL CONTRIBUTION FROM THE PLANTATION HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF FUNDING THE INSTALLATION OF SPEED CUSHIONS ALONG COUNTRY CLUB DRIVE. (AS AMENDED).

WHEREAS, on September 20, 2010 City Council adopted the Fiscal Year 2011 Annual Budget; and

WHEREAS, the Plantation Homeowner's Association has requested the installation of speed cushions along Country Club Drive and have offered funding assistance to partially fund their installation,

WHEREAS, in order to provide partial funding necessary for the installation of speed cushions along Country Club Drive, between Kimberly Drive and Del Mar Blvd., and subject to approval by city council, said contribution is necessary.

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

Section 1. The following funds are hereby amended:

	Original Budget	Proposed Amendment	Amended Budget FY 2011
Revenues:			
Contributions & Donations	15,000	44,000	59,000
Expenses:			
Speed Humps	0	44,000	44,000

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 20TH
DAY OF DECEMBER, 2010.**

**RAUL G. SALINAS,
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.,
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

**KRISTINA L. HALE
ASST. CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-183 Amending the City of Laredo's FY 2010 budget by appropriating additional revenues and expenditures in the amount of \$515,097 for the Laredo Energy Arena (LEA) Fund and increase expenditure appropriations for the Sports and Community Venue by \$515,097. The additional amount of \$515,097 brings the total deficit to \$1,485,719 for FY 2010.
--------------------------	--

INITIATED BY: Carlos R. Villarreal, City Manager Horacio De Leon, Assistant City Manager	STAFF SOURCE: Rosario C. Cabello, Financial Services Director Martin Aleman, Budget Manager
---	--

PREVIOUS COUNCIL ACTION:
 On August 16, 2010 Council authorized the City Manager to increase revenue and expenditure appropriations in the amount of \$200,000 for the Laredo Energy Arena (LEA) for an estimated deficit of \$970,622.

BACKGROUND:
 City Council approved a contract with SMG to manage the Laredo Energy Arena on December 2008. The City is now responsible for the operating loss of the facility.

FINANCIAL IMPACT:

LEA Operation Fund			
	Amended Budget	Revised Budget	Amendment
Opening Balance	\$ -	\$ -	\$ -
Revenues	\$ 3,540,080	\$ 3,540,080	\$ -
Transfer In	\$ 970,622	\$ 1,485,719	\$ 515,097
Total Revenues	\$ 4,510,702	\$ 5,025,799	\$ -
Expenditures	\$ 4,510,702	\$ 5,025,799	\$ 515,097
Ending Balance	\$ -	\$ -	\$ -

Sports and Community Venue Fund			
	Amended Budget	Revised Budget	Amendment
Opening Balance	\$ 19,327,050	\$ 19,327,050	\$ -
Revenues	\$ 6,599,646	\$ 6,599,646	\$ -
Total Available	\$ 25,926,696	\$ 25,926,696	\$ -
Expenditures	\$ 4,856,279	\$ 5,371,376	\$ 515,097
Ending Balance	\$ 21,070,417	\$ 20,555,320	\$ (515,097)

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Conduct public hearing and introduce this ordinance.
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ORDINANCE NO. 2010-O-183

AMENDING THE CITY OF LAREDO'S FY 2010 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF \$515,097 FOR THE LAREDO ENERGY ARENA (LEA) FUND AND INCREASE EXPENDITURE APPROPRIATIONS FOR THE SPORTS AND COMMUNITY VENUE FUND BY \$515,097. THE ADDITIONAL AMOUNT OF \$515,097 BRINGS THE TOTAL DEFICIT TO \$1,485,719 FOR FY 2010.

WHEREAS, on August 16, 2010, City Council authorized to amend the budget for fiscal year 2010; and

WHEREAS, it is being requested to amend the budget for the Laredo Energy Arena Fund in order to reflect the total estimated revenues and expenditures that were generated and incurred during FY 2010;

WHEREAS, the total amount being transferred from the Sports and Community Venue is \$1,485,719;

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

Section 1: Amending the City of Laredo's FY 2010 budget by appropriating additional revenues and expenditures in the amount of \$515,097 for the Laredo Energy Arena (LEA) Fund and increase expenditure appropriations for the Sports and Community Venue by \$515,097. The additional amount of \$515,097 brings the total deficit to \$1,485,719 for FY 2010.

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

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
ATTORNEY

COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: FINAL READING OF ORDINANCE 2010-O-184 Authorizing City Manager to accept a grant from Homeland Security Grant, Texas Division of Emergency Management, in the amount of \$315,000.00, and to appropriate the funds into the City of Laredo General Fund Budget (FY 2010-2011). The use of these funds will be apportioned as follows: \$125,000.00 for the Information Service and Telecommunications Department, and \$190,000.00 for the Police Department Bomb Squad Unit. No matching funds are required.																										
INITIATED BY: Carlos R. Villarreal, City Manager		STAFF SOURCE: Carlos R. Maldonado, Chief of Police																									
PREVIOUS COUNCIL ACTION:																											
BACKGROUND: The City of Laredo has been designated as a sub-recipient of grants which were awarded to the Texas Division of Emergency Management (TDEM) entitled "State Homeland Security Grant Program" from the U.S. Department of Homeland Security, Office of Domestic Preparedness. The (TDEM) desires that the sub-recipient perform certain projects tasks, involving the procurement and management of the public safety resources.																											
FINANCIAL IMPACT:																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%;">Original Budget</th> <th style="width: 20%;">Budget Amendment</th> <th style="width: 30%;">Amended Budget</th> </tr> </thead> <tbody> <tr> <td colspan="4">Revenues:</td> </tr> <tr> <td>Homeland Security Grant</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$315,000</td> <td style="text-align: center;">\$315,000</td> </tr> <tr> <td colspan="4">Expenses:</td> </tr> <tr> <td>IST</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$125,000</td> <td style="text-align: center;">\$125,000</td> </tr> <tr> <td>Police Dept. Bomb Squad</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$190,000</td> <td style="text-align: center;">\$190,000</td> </tr> </tbody> </table>					Original Budget	Budget Amendment	Amended Budget	Revenues:				Homeland Security Grant	\$0	\$315,000	\$315,000	Expenses:				IST	\$0	\$125,000	\$125,000	Police Dept. Bomb Squad	\$0	\$190,000	\$190,000
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Police Dept. Bomb Squad	\$0	\$190,000	\$190,000																								
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Staff recommends that City Council approve this Public Hearing as presented.																									

ORDINANCE NO. 2010-O-184

Authorizing City Manager to accept a grant from Homeland Security Grant, Texas Division of Emergency Management, in the amount of \$315,000.00, and to appropriate the funds into the City of Laredo General Fund Budget (FY 2010-2011). The use of these funds will be apportioned as follows: \$125,000.00 for the Information Service and Telecommunications Department, and \$190,000.00 for the Police Department Bomb Squad Unit. No matching funds are required.

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

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

Whereas, The use of these funds will be divided in the following manner; \$125,000 for Information Services & Telecommunications Department and \$190,000 for the Police Department & Bomb Squad Unit; and

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

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

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

	Original Budget	Budget Amendment	Amended Budget
Revenues:			
Homeland Security Grant	\$0	\$315,000	\$315,000
Expenses:			
IST	\$0	\$125,000	\$125,000
Police Dept. Bomb Squad	\$0	\$190,000	\$190,000

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 IV, CITY ATTORNEY

VALERIA ACEVEDO,
ASSISTANT CITY ATTORNEY

HIGHWAY 359 SOUTH TRACT
48.34 ACRES

ORDINANCE NO. 2010-O-185

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 48.34 ACRES, MORE OR LESS, LOCATED SOUTH OF U.S. HIGHWAY 359 AND SOUTHWEST OF THE CITY OF LAREDO LANDFILL, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE HIGHWAY 359 SOUTH TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 48.34 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

HIGHWAY 359 SOUTH TRACT
48.34 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY



CITY OF LAREDO
ENGINEERING DEPARTMENT

Tract 3 A 48.3402 Acre Tract of Land

A Tract of Land containing 48.3402 Acres, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas; said 48.3402 Acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point on the southeast corner of the 2.4538 Acre Key Energy Tract, as per 2006 annexation, ordinance No. 2006-O-354, City of Laredo, Webb County, Texas, for the **POINT-OF-BEGINNING** hereof;

THENCE, N00°04'04"E, along the east boundary line of said Key Energy Tract, a distance of 217.97 feet, to a point on a south boundary line of the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-O-307, for an exterior corner and point of deflection to the right;

THENCE, S72°10'00"E, along a south boundary line of said Hwy 359/Landfill Tract, a distance of 890.03 feet, for an exterior corner and point of deflection to the right;

THENCE, S00°04'04"W, continuing along a southeast boundary line of said Hwy 359/Landfill Tract, a distance of 940.22 feet, to a point on the northwest boundary line of the 222.28 Acre E.G. Ranch Tract, as per 2005 annexation, ordinance No. 2005-O-327, for an exterior corner and point of deflection to the right;

THENCE, N89°53'52"W, along the northwest boundary line of said E.G. Ranch Tract, a distance of 851.05, for an interior corner and point deflection to the left;

THENCE, N89°54'44"W, continuing along the northwest boundary line of said E.G. Ranch Tract, a distance of 727.41 feet, for an exterior corner and point of deflection to the right;

THENCE, N89°52'48"W, continuing along the northwest boundary line of said E.G. Ranch Tract, a distance of 222.64 feet, to a point on the southeast corner of the 23.39 Acre Carrasco Tract, as per 2005 annexation, ordinance No. 2005-O-326, for an exterior corner and point of deflection to the right;

THENCE, N00°04'04"E, along the east boundary line of said Carrasco Tract, a distance of 1,517.68 feet, to a point on a said south boundary line of Hwy 359/Landfill Tract, for an exterior corner and point of deflection to the right;

THENCE, S72°10'00"E, along a said south boundary line of Hwy 359/Landfill Tract, a distance of 852.54 feet, to the northerly corner of said Key Energy Tract, for an interior corner and point of deflection to the right;

THENCE, S10°39'44"W, along a the boundary line of said Key Energy Tract, a distance of 35.92 feet, for an interior corner and point of deflection to the right;

THENCE, N89°20'28"W, continuing along a the northwest boundary line of said Key Energy Tract, a distance of 310.00 feet, for an interior corner and point of deflection to the left;

THENCE, S00°04'04"W, continuing along the west boundary line of said Key Energy Tract, a distance of 231.24 feet, to for an interior corner and point of deflection to the left;

THENCE, S89°55'56"E, continuing along the south boundary line of said Key Energy Tract, a distance of 458.21 feet, to the **POINT-OF-BEGINNING** of this tract of land, containing 48.3402 Acres, in the City of Laredo, Webb County, Texas.

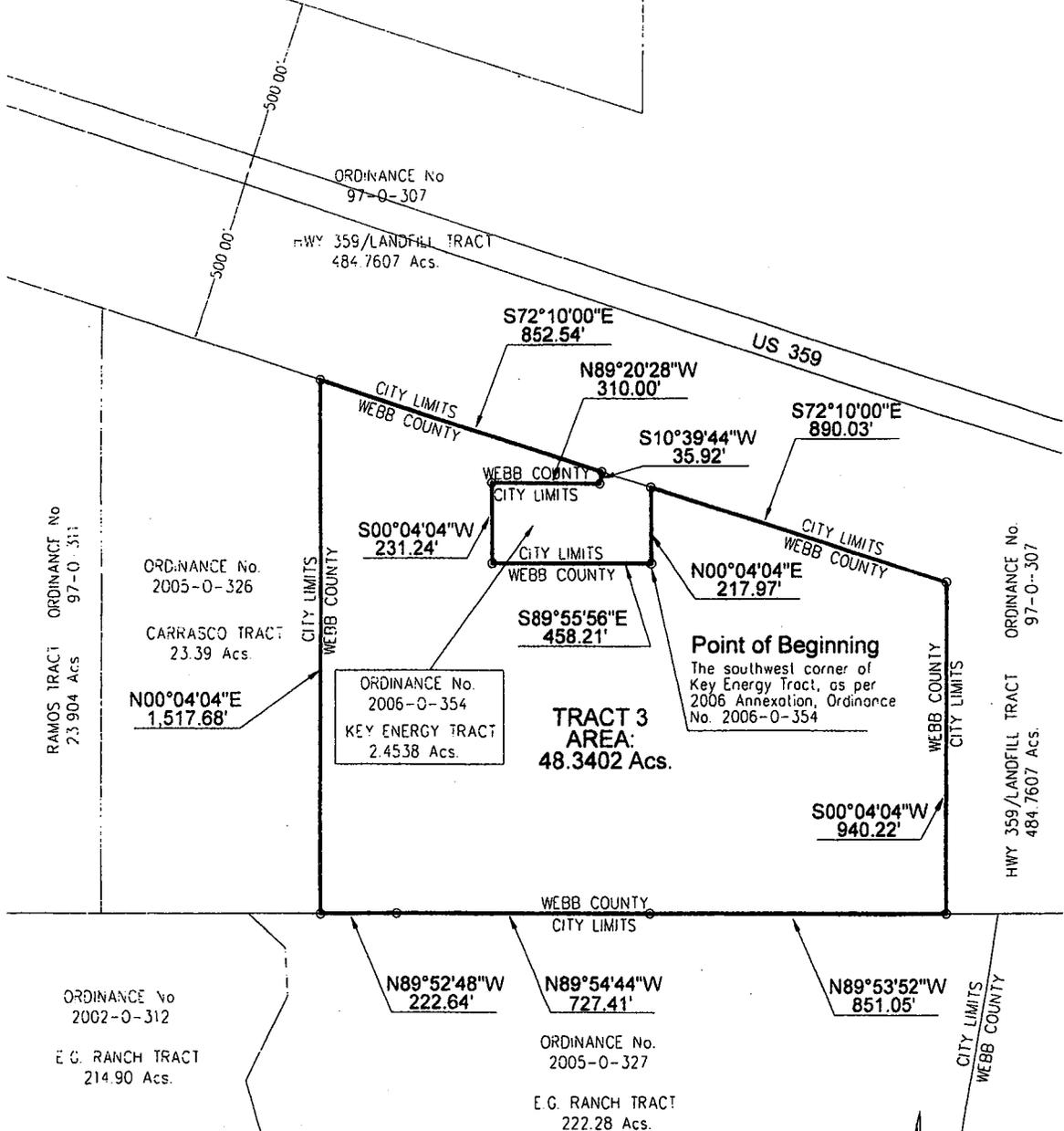
I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from record information available made under my supervision on this 4th Day of January, 2010.

WITNESS MY HAND AND SEAL THIS 7th DAY OF JANUARY, 2010.



ROGELIO RIVERA, P.E., CITY ENGINEER
R.P.L.S. Texas No. 3052





Basis for Bearings:

The bearings for this survey were based on the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-0-307.

I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from record information available made under my supervision this 7th day of January, 2010.

Rogelio Rivera
 Rogelio Rivera P.E.
 Texas R.P.L.S. No. 3052



SCALE : 1" = 400'

SURVEY
 of Tract 3

A 48.3402 Acres Tract of Land, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas.

Attachment "A" (3 of 3)

	BY :	DATE :
DRAWN :	C. Chapa	01-07-10
CHECKED :	R. Rivera, P.E.	01-07-10

CITY OF LAREDO
 ENGINEERING DEPARTMENT

1110 HOUSTON ST. LAREDO, TX 78040

**CITY OF LAREDO
ANNEXATION SERVICE PLAN
TRACT 3
HIGHWAY 359 SOUTH TRACT**

Annexation proceedings were initiated by the City of Laredo for property designated as "Tract 3 (Highway 359 South Tract)" and described by metes and bounds in Attachment "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on November 1, 2010 and November 15, 2010. Public notice of the hearings was provided on October 15 and October 29, 2010, not more than twenty or less than ten days before the hearing as provided in Section 43.052 of the Texas Local Government Code.

Section 1. Services to be provided within sixty days

1. Police Protection: Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS service will be provided to the area from Fire Station No. 11, which is located approximately 1.5 miles from the proposed site. Fire services include protection, prevention and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days on the same basis as other residential and institutional customers. Institutional, commercial and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fee charged customers within the tract will be the same as all similarly classified customers.
- 4a. Public Water Services: Water service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.
- 4b. Public Wastewater Services: Wastewater service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.
5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new development be provided by the developer.
6. Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds or swimming pools are presently located within the tract. All recreational facilities required by

the development shall be provided at the expense of the developer, its successors and assigns at such time as warranted by the development.

7. Maintenance of other public facilities: All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision. The Service Plan does not propose fewer or a lower level of service than currently exists in the tract.

Section 2. Capital Improvements: The Service Plan does not require a landowner in the area to fund the capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code unless otherwise agreed to by the landowner. Construction of capital improvements shall begin within two years after the effective date of annexation and shall be substantially completed within 4 ½ years after that date as provided in Subchapter C, Section 43.056 of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

HIGHWAY 359 EAST TRACT
29.88 ACRES

ORDINANCE NO. 2010-O-186

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 29.88 ACRES, MORE OR LESS, LOCATED SOUTH OF U.S. HIGHWAY 359 AND SOUTH OF THE CITY OF LAREDO LANDFILL, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE HIGHWAY 359 EAST TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 29.88 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

HIGHWAY 359 EAST TRACT
29.88 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY



CITY OF LAREDO
ENGINEERING DEPARTMENT

Tract 4 A 29.8814 Acre Tract of Land

A Tract of Land containing 29.8814 Acres, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas; said 29.8814 Acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point on the most southeasterly corner of the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-O-307, City of Laredo, Webb County, Texas, for the **POINT-OF-BEGINNING** hereof;

THENCE, S72°09'22"E, along a south boundary line of the 617.8277 Acre Hwy 359 Tract, a distance of 901.33 feet, to an exterior corner and point of deflection to the right;

THENCE, S00°22'52"W, a distance of 68.55 feet, to a point on the most northerly-east corner of the 222.28 Acre E.G. Ranch Tract, as per 2005 annexation, ordinance No. 2005-O-327, for an exterior corner and point of deflection to the right;

THENCE, N89°42'56"W, along a north boundary line of said E.G. Ranch Tract, a distance of 1,813.04 feet, to an interior corner and point of deflection to the left;

THENCE, S00°01'48"W, continuing along the boundary line of said E.G. Ranch Tract, a distance of 633.50, for an exterior corner and point deflection to the right;

THENCE, N89°42'56"W, continuing along the boundary line of said E.G. Ranch Tract, a distance of 803.34 feet, for an exterior corner and point of deflection to the right;

THENCE, N09°47'54"E, continuing along the boundary line of said E.G. Ranch Tract, a distance of 641.76 feet, to a point on the most southerly boundary line of said Hwy 359/Landfill Tract, for an exterior corner and point of deflection to the right;

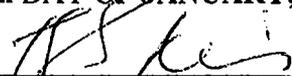
THENCE, S89°41'46"E, along the most southerly boundary line of said Hwy 359/Landfill Tract, a distance of 428.21 feet, for an interior corner and point of deflection to the left;

THENCE, N00°04'04"E, along a southeast boundary line of said Hwy 359/Landfill Tract, a distance of 727.89 feet, to an exterior corner and point of deflection to the right;

THENCE, S72°10'00"E, along a south boundary line of said Hwy 359/Landfill Tract, a distance of 1,282.51 feet, to the **POINT-OF-BEGINNING** of this tract of land, containing 29.8814 Acres, in the City of Laredo, Webb County, Texas.

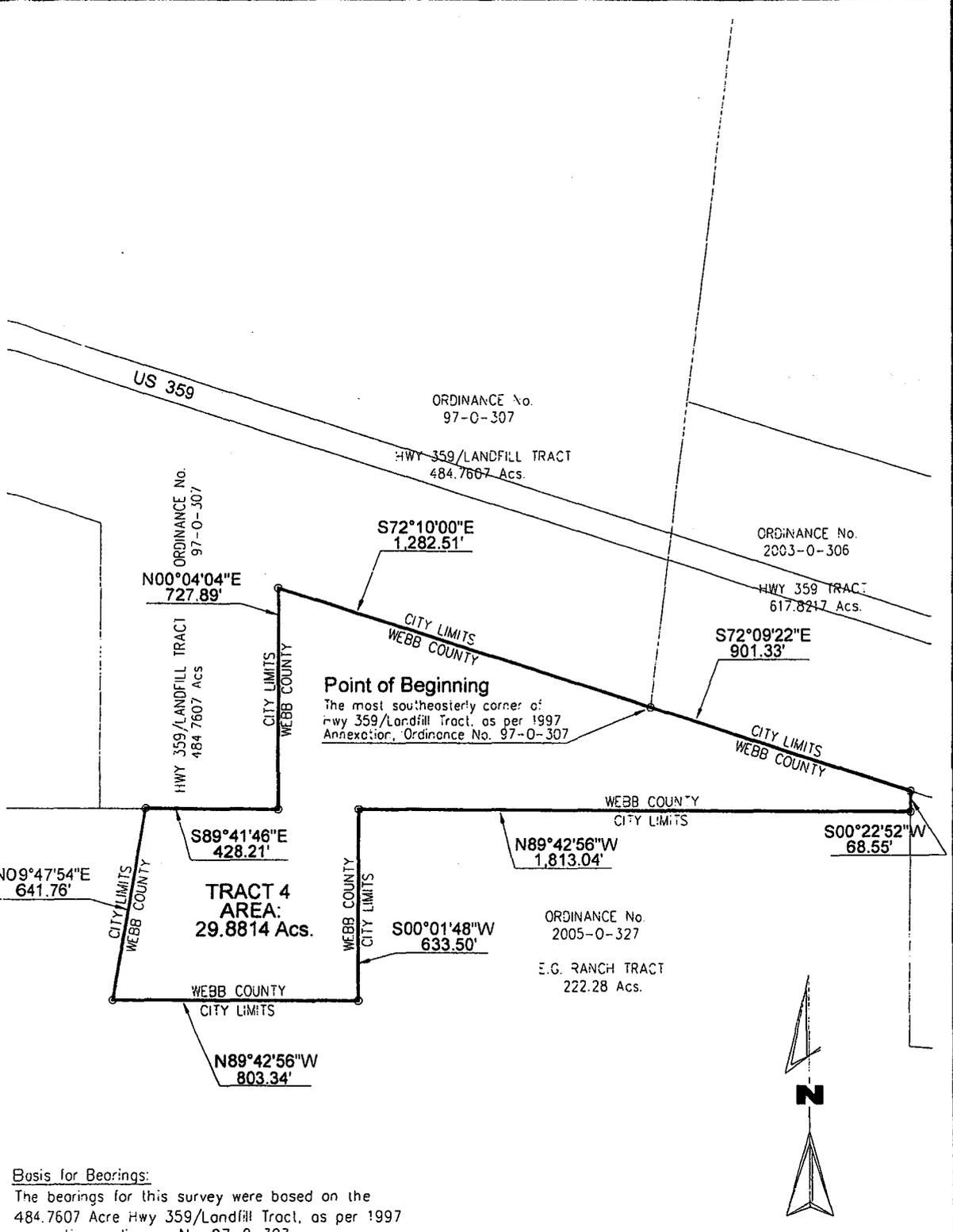
I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from record information available made under my supervision on this 4th Day of January, 2010.

WITNESS MY HAND AND SEAL THIS 7th DAY OF JANUARY, 2010.



ROGELIO RIVERA, P.E., CITY ENGINEER
R.P.L.S. Texas No. 3052

ATTACHMENT "A" (1 of 2)



Basis for Bearings:

The bearings for this survey were based on the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-0-307.

I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from record information available made under my supervision this 7th day of January 2010.

ATTACHMENT "A" (2 of 2)

Rogelio Rivera
 Rogelio Rivera P.E.
 Texas R.P.L.S. No. 3052

CITY OF LAREDO
ENGINEERING DEPARTMENT

1110 HOUSTON ST. LAREDO, TX. 7804C

SURVEY
of Tract 4

A 29.8814 Acres Tract of Land, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas.

	BY :	DATE :
DRAWN :	C. Chapa	01-07-10
CHECKED :	R. Rivera, P.E.	01-07-10

**CITY OF LAREDO
ANNEXATION SERVICE PLAN
TRACT 4
HIGHWAY 359 EAST TRACT**

Annexation proceedings were initiated by the City of Laredo for property designated as "Tract 4 (Highway 359 East Tract)" and described by metes and bounds in Attachment "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on November 1, 2010 and November 15, 2010. Public notice of the hearings was provided on October 15 and October 29, 2010, not more than twenty or less than ten days before the hearing as provided in Section 43.052 of the Texas Local Government Code.

Section 1. Services to be provided within sixty days

1. Police Protection: Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS service will be provided to the area from Fire Station No. 11, which is located approximately 1.8 miles from the proposed site. Fire services include protection, prevention and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days on the same basis as other residential and institutional customers. Institutional, commercial and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fee charged customers within the tract will be the same as all similarly classified customers.
- 4a. Public Water Services: Water service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.
- 4b. Public Wastewater Services: Wastewater service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.
5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new development be provided by the developer.
6. Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds or swimming pools are presently located within the tract. All recreational facilities required by

the development shall be provided at the expense of the developer, its successors and assigns at such time as warranted by the development.

7. Maintenance of other public facilities: All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision. The Service Plan does not propose fewer or a lower level of service than currently exists in the tract.

Section 2. Capital Improvements: The Service Plan does not require a landowner in the area to fund the capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code unless otherwise agreed to by the landowner. Construction of capital improvements shall begin within two years after the effective date of annexation and shall be substantially completed within 4 ½ years after that date as provided in Subchapter C, Section 43.056 of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

SOUTH LAREDO TRACT
207.85 ACRES

ORDINANCE NO. 2010-O-187

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 207.85 ACRES, MORE OR LESS, LOCATED WEST OF EJIDO AVENUE AND NORTH OF LA PITA MANGANA ROAD, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE SOUTH LAREDO TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 207.85 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

SOUTH LAREDO TRACT
207.85 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

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

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY



CITY OF LAREDO
ENGINEERING DEPARTMENT

Tract 5 A 207.8594 Acre Tract of Land

A Tract of Land containing 207.8594 Acres, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas; said 207.8594 Acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point on the northeast corner of the Pita Mangana Road Plat, as recorded in volume 4, page 2, of the Webb County Plat Records, being this point the southwest corner of this tract of land and the **POINT-OF-BEGINNING** hereof;

THENCE, N00°17'55"W, along the east boundary line of the 483.835 Acre East Portion of South Annexation Tract, as per 1983 annexation, ordinance No. 83-O-00057, a distance of 326.91 feet, for an exterior corner and point deflection to the right;

THENCE, N01°52'00"E, continuing along the east boundary line of said East Portion of South Annexation Tract, a distance of 3,475.38 feet, to an exterior corner and point of deflection to the right;

THENCE, N89°21'00"E, continuing along a boundary line of said East Portion of South Annexation Tract, a distance of 1,311.45 feet, to a point on the northwesterly corner of the 256.66 Acre Zachry Tract, as per 2003 annexation, ordinance No. 2003-O-305, for an exterior corner and point of deflection to the right;

THENCE, S02°00'00"W, along the westerly boundary line of said Zachry Tract, a distance of 693.19 feet, for an interior corner and point of deflection to the left;

THENCE, N89°11'29"E, along the south boundary line of said Zachry Tract, a distance of 1,385.04 feet, to a point on the northwest corner of the 44.53 Acre 4V Holding Tract, as per 2006 annexation, ordinance No. 2006-O-353, for an exterior corner and point of deflection to the right;

THENCE, S00°07'44"W, along the west boundary line of said 4V Holding Tract, a distance of 802.43 feet, to a point on the northwest corner of the 125.026 Acre Wormser Ranch II Tract, as per 1999 annexation, ordinance No. 99-O-347, for an interior corner and point of deflection to the left;

THENCE, S00°43'27"E, along the west boundary line of said Wormser Ranch II Tract, a distance of 2,325.20 feet, for an exterior corner and point of deflection to the right;

THENCE, S89°42'05"W, along the north boundary line of the 34.2553 Acre and 50.7018 Acre Tracts, Colonia Los Angeles, as per 1991 annexation, ordinance Nos. 91-O-226 and 91-O-044, a distance of 1,245.74 feet, to a point on the southeast corner of the 10.00 Acre UISD Tract, as per 2001 annexation, ordinance No. 2001-O-286, for an exterior corner and point of deflection to the right;

THENCE, N00°17'55'W, along the east boundary line of said UISD Tract, a distance of 622.29 feet, for an interior corner and point of deflection to the left;

THENCE, S89°42'05"W, along the north boundary line of said UISD Tract, a distance of 700.00 feet, for an interior corner and point of deflection to the left;

THENCE, S00°17'55"E, along the west boundary line of said UISD Tract, a distance of 622.29 feet, to a point on the north boundary line of said 50.7018 Acre Tract, Colonia Los Angeles , for an exterior corner and point of deflection to the right;

THENCE, S89°42'05"W, along the north boundary line of said 50.7018 Acre Tract, Colonia Los Angeles, a distance of 865.46 to the POINT-OF-BEGINNING of this tract of land, containing 207.8594 Acres, in the City of Laredo, Webb County, Texas.

I, ROGELIO RIVERA, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from record information available made under my supervision on this 4th Day of January, 2010.

WITNESS MY HAND AND SEAL THIS 18th DAY OF MAY, 2010.

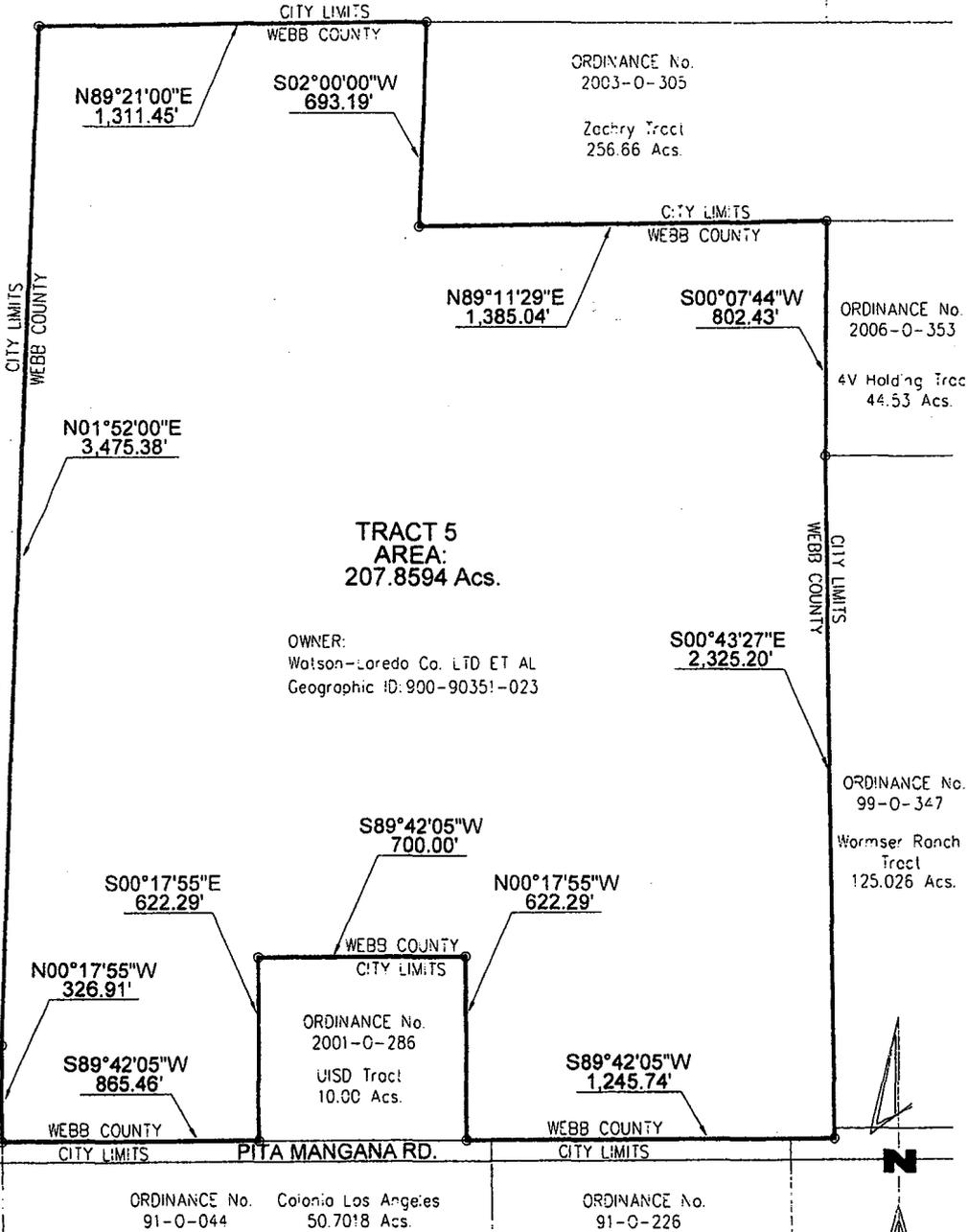


ROGELIO RIVERA, P.E., CITY ENGINEER
R.P.L.S. Texas No. 3052



ORDINANCE No.
83-0-00057

East Portion of South
Annexation Tract
483.835 Ac.



ORDINANCE No.
83-0-00057

East Portion of South
Annexation Tract
483.835 Ac.

OWNER:
Watson-Laredo Co. LTD ET AL
Geographic ID: 900-90351-023

ORDINANCE No.
2003-0-305

Zachry Tract
256.66 Ac.

ORDINANCE No.
2006-0-353

4V Holding Tract
44.53 Ac.

ORDINANCE No.
99-0-347

Wormser Ranch I
Tract
125.026 Ac.

ORDINANCE No.
2001-0-286
USD Tract
10.00 Ac.

S89°42'05\"W
1,245.74'

ORDINANCE No. Colonia Los Angeles
91-0-044 50.7018 Ac.

ORDINANCE No.
91-0-226

Colonia Los Angeles
34.2553 Ac.



SCALE : 1" = 500'

Basis for Bearings:

The bearings for this survey were based on the 483.835 Acre Tract of the East Portion of South Annexation tract, as per 1983 annexation, Ordinance No. 83-0-00057.

I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from record information available made under my supervision this 18th day of May, 2010.

Rogelio Rivera
Rogelio Rivera P.E.
Texas R.P.L.S. No. 3052

CITY OF LAREDO
ENGINEERING DEPARTMENT

1110 HOUSTON ST. LAREDO, TX. 78040

SURVEY
of Tract 5

ATTACHMENT "A"
(3 of 3)

A 207.8594 Acres Tract of Land, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas.

BY :	DATE :
DRAWN : C. Chapp	05-18-10
CHECKED : R. Rivera, P.E.	05-18-10

**CITY OF LAREDO
ANNEXATION SERVICE PLAN
TRACT 5
SOUTH LAREDO TRACT**

Annexation proceedings were initiated by the City of Laredo for property designated as "Tract 5 (South Laredo Tract)" and described by metes and bounds in Attachment "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on November 1, 2010 and November 15, 2010. Public notice of the hearings was provided on October 15 and October 29, 2010, not more than twenty or less than ten days before the hearing as provided in Section 43.052 of the Texas Local Government Code.

Section 1. Services to be provided within sixty days

1. Police Protection: Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS service will be provided to the area from Fire Station No. 14, which is located approximately 2.0 miles from the proposed site. Fire services include protection, prevention and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days on the same basis as other residential and institutional customers. Institutional, commercial and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fee charged customers within the tract will be the same as all similarly classified customers.
- 4a. Public Water Services: Water service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.
- 4b. Public Wastewater Services: Wastewater service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.
5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new development be provided by the developer.
6. Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds or swimming pools are presently located within the tract. All recreational facilities required by

the development shall be provided at the expense of the developer, its successors and assigns at such time as warranted by the development.

7. Maintenance of other public facilities: All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision. The Service Plan does not propose fewer or a lower level of service than currently exists in the tract.

Section 2. Capital Improvements: The Service Plan does not require a landowner in the area to fund the capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code unless otherwise agreed to by the landowner. Construction of capital improvements shall begin within two years after the effective date of annexation and shall be substantially completed within 4 ½ years after that date as provided in Subchapter C, Section 43.056 of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

COUNCIL COMMUNICATION

<p>DATE: 12/20/10</p>	<p>SUBJECT: FINAL READING OF ORDINANCE 2010-O-188 Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 270.08 acres, more or less, located approximately 6.19 miles northwest of the intersection of Mines Road (FM 1472) with Las Tiendas Road (FM 3338) and on the south side of Mines Road, as further described by metes and bounds in Attachment "A", specifically the Laredo Golf Course Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of B-3 (Community Business District). District VII Tract 6</p>	
<p>INITIATED BY: City of Laredo</p>		<p>STAFF SOURCE: Keith Selman, Director of Planning Cynthia Collazo, Deputy City Manager</p>
<p>PREVIOUS COUNCIL ACTION: On June 7, 2010, the City Council adopted a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2010. On September 7, 2010, the City Council directed Staff to prepare a service plan for the proposed annexations. Public hearings were held on November 1 and November 15, 2010. Jesus A. Valdez, Jr. introduced Ordinance 2010-O-188 at the regular Council meeting of December 6, 2010.</p>		
<p>COUNCIL DISTRICT: VII – Jose A. Valdez, Jr.</p> <p>BACKGROUND: The City of Laredo has initiated annexation proceedings for Tract 6, otherwise known as the Laredo Golf Course Tract (270.08 acres). A Service Plan was prepared outlining the services that would be provided including police protection, fire and emergency services, solid waste collection, operation and maintenance of water and wastewater services, operation and maintenance of roads and streets, and operation of parks, playgrounds, swimming pools, and any other publicly owned facility. The Service Plan is valid for a period of ten years.</p> <p>The Planning and Zoning Commission held a public hearing on the proposed annexation and initial zoning of 270.08 acres as B-3 (Community Business District), on December 2, 2010.</p> <p>Letters sent to surrounding property owners regarding initial zoning: 2 In Favor: 1 Opposed: 0</p>		
<p>FINANCIAL IMPACT: Varies by tract.</p>		
<p>P & Z COMMISSION RECOMMENDATION: The P & Z Commission, in a <u>5</u> to <u>0</u> vote, recommended approval of the annexation.</p> <p>The P & Z Commission, in a <u>5</u> to <u>0</u> vote, recommended approval of the proposed initial zoning.</p>		<p>STAFF RECOMMENDATION: Staff supports the proposed annexation.</p> <p>Staff supports the proposed initial zoning.</p>

LAREDO GOLF COURSE TRACT
270.08 ACRES

ORDINANCE NO. 2010-O-188

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 270.08 ACRES, MORE OR LESS, LOCATED APPROXIMATELY 6.19 MILES NORTHWEST OF THE INTERSECTION OF MINES ROAD (FM 1472) WITH LAS TIENDAS ROAD (FM 3338) AND ON THE SOUTH SIDE OF MINES ROAD, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE LAREDO GOLF COURSE TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF B-3 (COMMUNITY BUSINESS DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 270.08 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

LAREDO GOLF COURSE TRACT
270.08 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as B-3 (Community Business District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

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

RAUL G. SALINAS
MAYOR

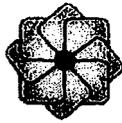
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY



Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. 0132

104 Del Court, Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION 270.00 ACRE TRACT PORCION 06 & 07 - ABSTRACT 38 AND 39 WEBB COUNTY, TEXAS

A tract of land containing 270.00 acres of land, more or less, situated in Porcion 06 and Porcion 07, Abstract 38 and 39, Blas Maria Diaz Original Grantee, being out of a 638,7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records same tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 532, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod on the west right-of-way line of F.M. 1472 (Mines Road), same being the northwest corner of the right-of-way acquisition for said F.M. 1472 as recorded in Volume 1520, Page 743, Webb County Real Property Records;

THENCE, S 67°16'53" W, leaving the west right-of-way line of said F.M. 1472 a distance of 5,084.91 feet to a set 1/2 inch iron rod same being the north line of the said 638,7019 acre tract and the south line of the San Isidro North, Ltd. Tract as recorded in Volume 1968, Pages 876-881, Webb County Deed Records, the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, S 80°34'57" E, leaving the north line of the said 638,7019 acre tract a distance of 870.55 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 89°58'02" E, a distance of 565.17 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 72°00'27" E, a distance of 200.60 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 50°13'07" E, a distance of 430.48 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 88°45'56" E, a distance of 223.76 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 88°03'00" E, a distance of 867.07 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, N 25°23'54" W, a distance of 110.57 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 03°12'33" E, a distance of 154.82 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 10°26'36" W, a distance of 189.89 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 24°50'10" E, a distance of 50.48 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 82°49'49" E, a distance of 97.08 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 74°25'38" E, a distance of 393.71 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 69°51'02" E, a distance of 950.87 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 86°04'45" E, a distance of 141.44 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 12°02'26" E, a distance of 295.87 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 71°05'34" E, a distance of 132.98 feet to a set 1/2 inch iron rod, a deflection left;

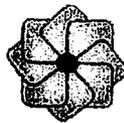
THENCE, N 05°49'54" E, a distance of 250.23 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 37°37'52" E, a distance of 82.80 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 59°33'53" E, a distance of 341.15 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 51°57'20" E, a distance of 204.64 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 36°39'13" E, a distance of 396.36 feet to a set 1/2 inch iron rod, a deflection left;



THENCE, N 55°29'40" E, a distance of 48.71 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 8°34'39" E, a distance of 137.05 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 23°15'06" W, a distance of 24.93 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to the right;

THENCE, along said curve to the right with a radius of 300.00 feet, a delta of 28°10'43", a chord and chord bearing of 146.06 feet and N 82°31'07" E, a distance of 147.54 feet to a set 1/2 inch iron rod, a point of reverse curvature to left;

THENCE, along said curve to the left having a radius of 1300.00 feet, a delta of 03°19'26", a chord and chord bearing of 75.41 feet and S 85°03'15" E, a distance of 75.42 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 86°42'58" E, a distance of 477.04 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right having a radius of 532.78 feet, a delta of 19°37'36", a chord and chord bearing of 181.61 feet and S 78°37'36" E, a distance of 182.50 feet to a set 1/2 inch iron rod, a point of reverse curvature to the left;

THENCE, along said curve to the left having a radius of 500.00 feet, a delta of 81°23'31", a chord and chord bearing of 653.15 feet and N 70°24'27" E, a distance of 711.73 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, N 29°37'41" E, a distance of 800.87 feet to a set 1/2 inch iron rod, a point on the west right-of-way line of said F.M. 1472;

THENCE, S 60°22'19" E, along the west right-of-way line of said F.M. 1472 a distance of 70.00 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 29°37'41" W, leaving the west right-of-way line of said F.M. 1472 a distance 800.87 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right having a radius of 570.00 feet, a delta of 78°35'55", a chord and chord bearing of 722.04 feet and S 68°55'38" W, a distance of 781.93 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 63°02'23" W, a distance of 96.09 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N S1°53'53" W, a distance of 85.32 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, S 04°20'52" E, a distance of 359.15 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 40°23'59" W, a distance of 210.00 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 35°40'39" E, a distance of 301.24 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 10°07'42" E, a distance of 151.43 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 26°25'25" W, a distance of 224.34 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 23°04'06" W, a distance of 202.38 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 05°28'40" W, a distance of 224.35 feet to a set 1/2 inch iron rod, a deflection left;

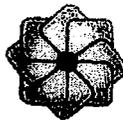
THENCE, S 24°27'28" E, a distance of 36.35 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 43°10'08" E, a distance of 186.94 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 45°29'43" E, a distance of 139.21 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 47°28'40" E, a distance of 402.01 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 16°31'15" E, a distance of 131.14 feet to a set 1/2 inch iron rod, a deflection right;



Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F- 32

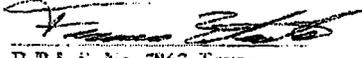
104 Del Coert, Suite 400 Laredo, Texas 78041 PH. (956) 791-3511 FAX (956) 791-3144

Basis of Bearing

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Motes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.


R.P.L.S. No. 5862-Texas

09-30-2010
Current Date

Attachment "A" (4 of 7)



Scale: 1"=500'

ADVANCED TRACT
VOLUME 61, PAGE 325,
4088 COUNTY CLERK, TARRANT COUNTY

HIGHWAY F.M.-1472 (WINES ROAD)

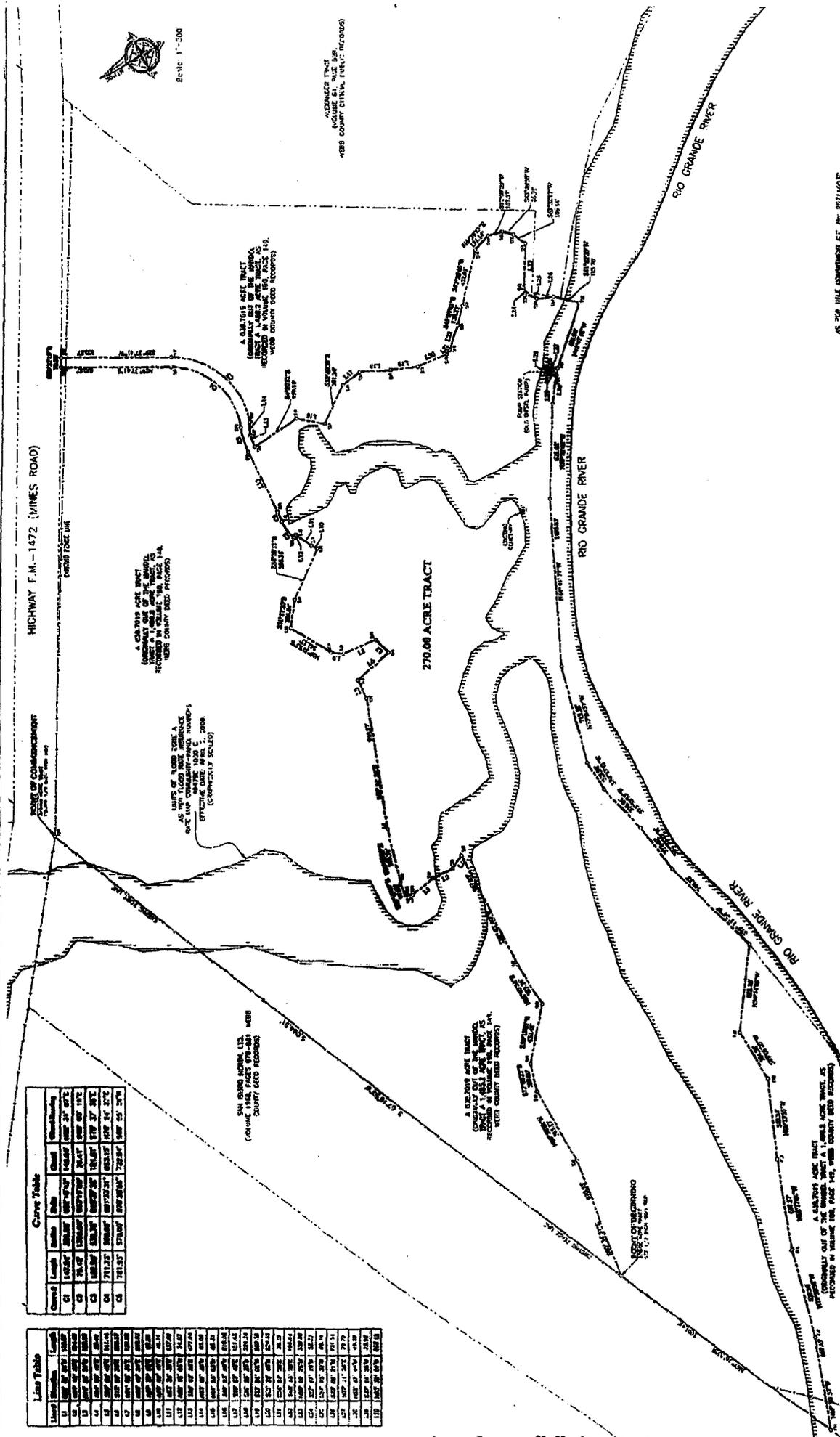
LIMITS OF COMMENCEMENT
FROM THE 1/4 SECTION

Curve Table

Curve	Length	Radius	Delta	Chord	Chord-Bearing
C1	104.07	284.0	100.00°	100.00	S 89° 59' 59" W 100.00
C2	36.00	100.00	180.00°	36.00	S 0° 0' 0" W 36.00
C3	188.87	520.0	100.00°	188.87	S 89° 59' 59" W 188.87
C4	711.27	1975.0	100.00°	711.27	S 89° 59' 59" W 711.27
C5	711.27	1975.0	100.00°	711.27	S 89° 59' 59" W 711.27

Line Table

Line	Length	Bearing
L1	100.00	S 89° 59' 59" W
L2	36.00	S 0° 0' 0" W
L3	188.87	S 89° 59' 59" W
L4	711.27	S 89° 59' 59" W
L5	711.27	S 89° 59' 59" W
L6	100.00	S 89° 59' 59" W
L7	100.00	S 89° 59' 59" W
L8	100.00	S 89° 59' 59" W
L9	100.00	S 89° 59' 59" W
L10	100.00	S 89° 59' 59" W
L11	100.00	S 89° 59' 59" W
L12	100.00	S 89° 59' 59" W
L13	100.00	S 89° 59' 59" W
L14	100.00	S 89° 59' 59" W
L15	100.00	S 89° 59' 59" W
L16	100.00	S 89° 59' 59" W
L17	100.00	S 89° 59' 59" W
L18	100.00	S 89° 59' 59" W
L19	100.00	S 89° 59' 59" W
L20	100.00	S 89° 59' 59" W
L21	100.00	S 89° 59' 59" W
L22	100.00	S 89° 59' 59" W
L23	100.00	S 89° 59' 59" W
L24	100.00	S 89° 59' 59" W
L25	100.00	S 89° 59' 59" W
L26	100.00	S 89° 59' 59" W
L27	100.00	S 89° 59' 59" W
L28	100.00	S 89° 59' 59" W
L29	100.00	S 89° 59' 59" W
L30	100.00	S 89° 59' 59" W
L31	100.00	S 89° 59' 59" W
L32	100.00	S 89° 59' 59" W
L33	100.00	S 89° 59' 59" W
L34	100.00	S 89° 59' 59" W
L35	100.00	S 89° 59' 59" W
L36	100.00	S 89° 59' 59" W
L37	100.00	S 89° 59' 59" W
L38	100.00	S 89° 59' 59" W
L39	100.00	S 89° 59' 59" W
L40	100.00	S 89° 59' 59" W
L41	100.00	S 89° 59' 59" W
L42	100.00	S 89° 59' 59" W
L43	100.00	S 89° 59' 59" W
L44	100.00	S 89° 59' 59" W
L45	100.00	S 89° 59' 59" W
L46	100.00	S 89° 59' 59" W
L47	100.00	S 89° 59' 59" W
L48	100.00	S 89° 59' 59" W
L49	100.00	S 89° 59' 59" W
L50	100.00	S 89° 59' 59" W
L51	100.00	S 89° 59' 59" W
L52	100.00	S 89° 59' 59" W
L53	100.00	S 89° 59' 59" W
L54	100.00	S 89° 59' 59" W
L55	100.00	S 89° 59' 59" W
L56	100.00	S 89° 59' 59" W
L57	100.00	S 89° 59' 59" W
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L61	100.00	S 89° 59' 59" W
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L64	100.00	S 89° 59' 59" W
L65	100.00	S 89° 59' 59" W
L66	100.00	S 89° 59' 59" W
L67	100.00	S 89° 59' 59" W
L68	100.00	S 89° 59' 59" W
L69	100.00	S 89° 59' 59" W
L70	100.00	S 89° 59' 59" W
L71	100.00	S 89° 59' 59" W
L72	100.00	S 89° 59' 59" W
L73	100.00	S 89° 59' 59" W
L74	100.00	S 89° 59' 59" W
L75	100.00	S 89° 59' 59" W
L76	100.00	S 89° 59' 59" W
L77	100.00	S 89° 59' 59" W
L78	100.00	S 89° 59' 59" W
L79	100.00	S 89° 59' 59" W
L80	100.00	S 89° 59' 59" W
L81	100.00	S 89° 59' 59" W
L82	100.00	S 89° 59' 59" W
L83	100.00	S 89° 59' 59" W
L84	100.00	S 89° 59' 59" W
L85	100.00	S 89° 59' 59" W
L86	100.00	S 89° 59' 59" W
L87	100.00	S 89° 59' 59" W
L88	100.00	S 89° 59' 59" W
L89	100.00	S 89° 59' 59" W
L90	100.00	S 89° 59' 59" W
L91	100.00	S 89° 59' 59" W
L92	100.00	S 89° 59' 59" W
L93	100.00	S 89° 59' 59" W
L94	100.00	S 89° 59' 59" W
L95	100.00	S 89° 59' 59" W
L96	100.00	S 89° 59' 59" W
L97	100.00	S 89° 59' 59" W
L98	100.00	S 89° 59' 59" W
L99	100.00	S 89° 59' 59" W
L100	100.00	S 89° 59' 59" W



Attachment "A" (5 of 7)

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

FILE NO. Open Projects/017.00

DATE: 05/18/2010

SCALE: 1"=500'

AS PER FILE COMMENTS AS NO. 20714026

DATED: JULY 14, 2009

Shirley Engineering Company, L.L.C.

10000 W. 10th Street, Suite 100, Fort Worth, TX 76134

TEL: 817.342.1111 FAX: 817.342.1112

WWW.SHIRLEYENGINEERING.COM

THIS PLAN REPRESENTS THE F-001

1

SET 1 OF 1



METES AND BOUNDS DESCRIPTION
3,790 SQUARE FOOT TRACT
PORCION 07 ~ ABSTRACT 39
WEBB COUNTY, TEXAS

A tract of land containing 3,790 square feet of land, more or less, situated in Porcion 07, Abstract 39, Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records same tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod on the west right-of-way line of F.M. 1472 (Mines Road), same being the northwest corner of the right-of-way acquisition for said F.M. 1472 as recorded in Volume 1520, Page 743, Webb County Real Property Records;

THENCE, S 14°04'25" E, leaving the west right-of-way line of said F.M. 1472 a distance of 4,844.01 feet to a found 1/2 inch iron rod, the POINT OF BEGINNING and southeast corner of the herein described tract;

THENCE, S 37°11'20" W, a distance of 79.72 feet to a found 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 42°47'47" W, along the meanders of the Rio Grande River, a distance of 34.58 feet to a found 1/2 inch iron rod, a deflection left;

THENCE, N 53°39'14" W, along the meanders of the Rio Grande River, a distance of 15.94 feet to a found 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 37°11'26" E, a distance of 73.96 feet to a found 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 52°47'44" E, a distance of 49.99 feet to return to and close at the POINT OF BEGINNING, containing 3,790 acres of land.

Basis of Bearing

For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

State of Texas §
County of Webb §

J. Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

[Signature]
R.P.L.S. No. 5862-Texas

29-30-2010
Current Date

Attachment "A" (6 of 7)



Scale 1"=100'

RIO GRANDE RIVER

POINT OF COMMENCEMENT
3,790 SQUARE FOOT TRACT
FOUND 1/2 IRON ROD

HIGHWAY F.M. - 1472 (MINES ROAD)
(AS RECORDED IN VOLUME 1520, PAGES 743, WEBB COUNTY DEED RECORDS)

S 14° 04' 25" E
4844.07'

N53°39'14"W
15.94'

N37°11'26"E
73.96'

A 638.7019 ACRE TRACT
(ORIGINALLY OUT OF THE MANDEL
TRACT A 1,486.2 ACRE TRACT, AS
RECORDED IN VOLUME 190, PAGE 149,
WEBB COUNTY DEED RECORDS)

N42°47'47"W
34.58'

79.72'

S52°47'44"E
49.99'

POINT OF BEGINNING

3,790 SQUARE FOOT TRACT
FOUND 1/2 NON IRON ROD

RIO GRANDE RIVER

LIMITS OF FLOOD ZONE A
AS PER FLOOD RATE INSURANCE
RATE MAP COMMUNITY-PANEL NUMBERS
48479C 1000 C
EFFECTIVE DATE: APRIL 2, 2008.
(GRAPHICALLY SCALED)

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY (AREAS OF
MINIMAL FLOODING) OF THE FLOOD
INSURANCE RATE MAP.

SUBJECT IS LOCATED IN A FLOOD
PLAIN "ZONE A" ACCORDING TO FIRM
MAP COMMUNITY-PANEL NUMBER
48479C 1000C, DATED: APRIL 2, 2008

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

Francisco Estrada
FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862

09-30-10
DATE

LEGEND

- ⊙ SIR= SET 1/2" IRON ROD
- ⊙ FIR= FOUND 1/2" IRON ROD

BASIS OF BEARINGS:

G.P.S., TEXAS COORDINATE SYSTEM, SOUTH ZONE (NAD 1983)

SURVEY OF

A tract of land containing 3,790 square feet of land, more or less, situated in Porcion 07, Abstract 39, Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records some tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landronch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records.

Drawn By	:AH
Checked By	:FE
Approved By	:FE
Date	:06/18/2010
Revision	:09/30/2010
Page No.	:1 of 3



SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TBE FIRM REGISTRATION No: F-3132

Attachment "A" (7 of 7)

RESOLUTION # 2010-R-104

Authorizing the City Manager to submit a grant application to the State of Texas Governor's Office in the amount of \$200,000.00 for overtime for Laredo Police Officers working under The Laredo Gang Initiative Grant Program. The grant is to be 100% funded by the State of Texas Governor's Office for the period of November 1, 2010 to August 31, 2011 at no cost to the city.

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

Whereas, the State of Texas Governor's Office will provide an overtime grant under its Gang Initiative Grant Program; and

Whereas, this grant will pay for \$200,000 in overtime for the investigation of local criminal gang activity by Laredo Police officers; and

Whereas, the City of Laredo agrees that in the event of loss or misuse of Criminal Justice Division funds, the City of Laredo assures that the funds will be returned to the Governor's Office, Criminal Justice Division in full; and

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

Section 1: It authorizes the City Manager to apply for a grant in the amount of \$200,000 funded by the State of Texas Governor's Office under its Laredo Gang Initiative Grant. This grant will be used for overtime to promote community awareness for the period of November 1, 2010 through August 31, 2011.

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

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

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

Valeria M. Acevedo
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: Resolution 2010-R-106 Authorizing the City Manager to execute the National Emergency Grant (NEG) Grant Agreement, covered under the Federal Disaster Declaration as a result of the Rio Grande Flooding event of July of 2010, between the City of Laredo and the Workforce Solutions of South Texas to perform certain project tasks for the period beginning upon execution of the agreement and ending June 30, 2012.	
INITIATED BY: Carlos Villarreal, City Manager		STAFF SOURCE: Steve E. Landin, Fire Chief
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The City of Laredo has been designated as a sub-recipient of the National Emergency Grant (NEG) which was awarded to Workforce Solutions of South Texas from the U.S. Department of Labor, Employment and Training Administration Workforce Investment Act (WIA) Title 1 (NEG) covered under the Federal Disaster Declaration that resulted from the Hurricane Alex/Rio Grande River Flooding Event in July of 2010 The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with Hurricane Alex and subsequent Rio Grande Flooding.		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Staff recommends that this resolution be approved.

RESOLUTION NO. 2010-R-106

Authorizing the City Manager to execute the National Emergency Grant (NEG) Grant Agreement, covered under the Federal Disaster Declaration as a result of the Rio Grande Flooding event of July of 2010, between the City of Laredo and the Workforce Solutions of South Texas to perform certain project tasks for the period beginning upon execution of the agreement and ending June 30, 2012.

WHEREAS, The City of Laredo has been designated as a sub-recipient of the National Emergency Grant (NEG) which was awarded to Workforce Solutions of South Texas from the U.S. Department of Labor, Employment and Training Administration Workforce Investment Act (WIA) Title 1 (NEG) covered under the Federal Disaster Declaration that resulted from the Hurricane Alex/Rio Grande River Flooding Event in July of 2010; and

WHEREAS, The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with Hurricane Alex and subsequent Rio Grande Flooding; and

WHEREAS, the City Council for the City of Laredo, Texas desires continue the humanitarian and recovery efforts as a result of the July 2010 Rio Grande Flooding event.

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

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

It authorizes the City Manager to execute the National Emergency Grant (NEG) Grant Agreement, covered under the Federal Disaster Declaration as a result of the Rio Grande Flooding event of July of 2010, between the City of Laredo and the Workforce Solutions of South Texas to perform certain project tasks for the period beginning upon execution of the agreement and ending June 30, 2012.

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

RAUL SALINAS, MAYOR

ATTEST:

GUSTAVO GUEVARA, JR., CITY SECRETARY

APPROVED AS TO FORM:

Valeria M. Acuedo

RAUL CASSO, CITY ATTORNEY

NEG WORKSITE AGREEMENT

This worksite agreement shall begin upon signing and end on June 30, 2011. The City of Laredo is hereinafter referred to as the Worksite, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Investment Act (WIA) Title 1 National Emergency Grant (NEG) covered under Federal Disaster Declaration FEMA.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the Hurricane disaster and to fill those jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption to business activities caused by the Hurricane.

Workforce Solutions for South Texas (Workforce Solutions) will provide the direct services and be employer-of-record for participants for the National Emergency Grant.

1. Program Overview:

This NEG program shall consist of temporary work, wherein a participant referred is given job functions to perform under guidance and supervision in accordance with the job description attached hereto. It is understood that no legal employer-employee relationship is created or exists between the worksite and the participant. In agreeing to provide direction and supervision of the participant, it is understood that this does not make Workforce Solutions or its designee liable to the Worksite or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation

The Worksite understands and agrees that no participant shall begin work until this Agreement is executed by the Worksite and Workforce Solutions. Eligible individual workers may not work in temporary jobs under this grant for more than 1040 hours or earn more than \$12,000.00 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. Workforce Solutions will track the participant's hours and wages.

3. Recruitment

Recruitment and eligibility determinations will be the responsibility of Workforce Solutions for South Texas. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions for South Texas.

4. Responsibilities of Worksite

The following are responsibilities of the Worksite. The Worksite accepts and agrees that it shall:

- A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
- B. assure that it will have supervisory personnel who will act as worksite supervisors for each of the Worksite's work sites so as to provide for continuous on-site supervision of participants.
- C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
- D. require participants' conformance with the Worksite's Personnel Rules of Conduct. Require participants' conformance with the Worksite's Personnel Rules of Conduct, including but not limited to background checks and compliance with the City's Drug and Alcohol Policy.
- E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Worksite's responsibilities and obligations under this Agreement.
- F. notify Workforce Solutions for South Texas immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- G. be accountable for maintaining participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to Workforce Solutions for South Texas as instructed.
- H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
- I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.
- J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
- K. have an inclement weather plan for any approved positions that are required to work

outdoors to ensure that alternative tasks can be performed inside during inclement weather.

- L. inform Workforce Solutions for South Texas immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.
- M. notify Workforce Solutions for South Texas by telephone of any problem or concern regarding a participant's performance at a worksite as soon as possible, but at least within 24 hours of when the problem is identified.
- N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.
- O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- P. ensure that the following general conditions for temporary jobs shall be complied with:
 - 1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
 - 2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
 - 3) there shall be no infringement of promotional opportunities for regular employees.
- Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions for South Texas.
- R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions for South Texas is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.
- S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (4) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.
- T. will immediately advise Workforce Solutions in writing of any actions, suits, claims or grievances filed against the Worksite, Workforce Solutions, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions accepts and agrees that it shall

- A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Worksite's notice.
- B. hear all grievances concerning program participant's performance at the job site.
- C. provide counseling and supportive services to participants as the need is identified.
- D. be responsible for distributing participant paychecks dependent on Worksite's timely submission of properly certified time sheets.
- E. be the employer of record. Workforce Solutions shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants. Workforce Solutions shall obtain and maintain a policy of Workers' Compensation insurance coverage at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate at all times during the term of this contract for each of the training participants. Coverage is provided to participants ONLY while official attending work or other training activities. Workers' Compensation insurance coverage for each of the trainee participants shall be the sole responsibility of Workforce Solutions of South Texas Development Board. Workforce Solutions Board will procure this insurance through their payroll. The City shall be named as an additional insured and a Waiver of subrogation in favor of the City shall be required.

6. Worksite Monitoring and Reporting

Worksite must determine and ensure that all temporary workers at all worksites are only performing disaster-related work activities. The Worksite shall notify Workforce Solutions for South Texas of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the jobs need to be ended.

7. Workforce Solutions for South Texas Monitoring

The Worksite shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Worksite's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Worksite at the time of the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or

laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

- A. Sectarian Activities: The Worksite assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
- B. Collective Bargaining And Union Activities: The Worksite assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite and other parties, nor will this agreement assist, promote or deter union organization.
- C. Lobbying And Political Activities: The Worksite assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

WORKSITE: City of Laredo

Workforce Solutions for South Texas

Signature Date:

Signature Date:

Name of Authorized Representative for Worksite

Name of Workforce Solutions for South Texas Representative

Requests for interpretations of the Agreement provisions shall be directed to the Workforce Solutions for South Texas and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

- A. Workforce Solutions or the Worksite may terminate the Agreement for convenience upon ten- (30) calendar day prior written notice to the other party.
- B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:
 - 1) the Worksite has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;
 - 2) the Worksite fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by Workforce Solutions; or
 - 3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions for South Texas under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions for South Texas, 2389 E. Saunders, Laredo, Texas, 78041. All notices required to be given to the Worksite under this Agreement shall be sufficient when hand delivered or mailed to the Worksite at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: RESOLUTION 2010 R- 107 Authorizing the City Manager to sign a Water Rights sales agreement, attached hereto as Exhibit A, between the City of Laredo and JPO Enterprises, Inc. in which the City is agreeing to purchase the right to divert and use 916 acre feet per annum of Class "B" irrigation water rights to the Rio Grand river which after conversion from irrigation rights to municipal use rights amounts to 366.4 A/F of municipal use rights per annum at \$2,250.00 per A/F for a purchase price of \$824,400.00; an further authorizing the City Manager to sign and file necessary applications with the Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication no. 23-679 of the seller and combined with Certificate of adjudication no. 23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City. Funding is available in the Texas Water Development Grant and Loan Fund.
INITIATED BY: Jesus Olivares, Asst. City Manager	STAFF SOURCE: Tomas Rodriguez, P.E. Utilities Director
PREVIOUS COUNCIL ACTION: On July 21, 2008 City Council authorized the purchase of Municipal Water Rights at \$2,250.00 per acre foot.	
BACKGROUND: The City needs to acquire water rights in order to keep up with the City's growth and water demand. The City currently owns 52,526 acre feet of Municipal water rights. Mr. Glenn Jarvis who specializes in water rights sales agreements will be hired to examine the documentation and compliance with the procedures set by Texas Commission on Environmental Quality.	
FINANCIAL IMPACT: Payment will come from the Texas Water Development Water Rights Grant and Loan, account number 557-4189-535-9102 & 557-4190-535-9102.	
COMMITTEE RECOMMENDATION: Finance and Operations Committee	STAFF RECOMMENDATION: Approval of this resolution

RESOLUTION 2010 – R- _____

AUTHORIZING THE CITY MANAGER TO SIGN A WATER RIGHTS SALES AGREEMENT, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE CITY OF LAREDO AND JPO ENTERPRISES, INC., IN WHICH THE CITY IS AGREEING TO PURCHASE THE RIGHT TO DIVERT AND USE 916 ACRE FEET PER ANNUM OF CLASS "B" IRRIGATION WATER RIGHTS TO THE RIO GRANDE RIVER WHICH AFTER CONVERSION FROM IRRIGATION RIGHTS TO MUNICIPAL USE RIGHTS AMOUNTS TO 366.4 ACRE FEET OF MUNICIPAL USE RIGHTS PER ANNUM AT \$2,250.00 PER AC./FT., FOR A PURCHASE PRICE OF \$824,400.00; AND FURTHER AUTHORIZING THE CITY MANAGER TO SIGN AND FILE NECESSARY APPLICATION(S) WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ON BEHALF OF THE CITY REQUESTING THAT SAID WATER RIGHTS BE SEVERED FROM CERTIFICATE OF ADJUDICATION NO. 23-679 OF THE SELLER AND COMBINED WITH CERTIFICATE OF ADJUDICATION NO. 23-3997, AS AMENDED, OF THE CITY AND THAT THE POINT OF DIVERSION, PURPOSE AND PLACE OF USE OF SAID WATER RIGHTS BE CHANGED AS REQUIRED BY THE CITY. FUNDING IS AVAILABLE IN THE WATER AVAILABILITY FUND.

WHEREAS, the City is in need of additional water rights to the Rio Grande to meet the City's water requirements; and

WHEREAS, the City Council finds that the purchase and acquisition of these water rights is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City of Laredo City Council does hereby authorize the city manager to sign the Water Rights Sales Agreement, attached hereto as Exhibit A, between the City of Laredo and JPO Enterprises, Inc., in which the City is agreeing to purchase the right to divert and use 916 acre feet per annum of Class "B" irrigation priority use water rights to the Rio Grande River which after conversion from irrigation rights to municipal use rights amounts to 366.40 acre feet of municipal use rights per annum at \$2,250.00 per ac./ft., for a purchase price of \$824,400.00; and further authorizing the city manager to sign and file necessary application(s) with the Texas Commission on Environmental Quality on behalf of the City requesting that said water rights be severed from Certificate of Adjudication No. 23-679 of the seller and combined with Certificate of Adjudication No. 23-3997, as amended, of the City and that the point of diversion, purpose and place of use of said water rights be changed as required by the City.

PASSED AND APPROVED THIS _____ DAY OF _____, 2010.

Raul G. Salinas, Mayor

ATTEST:

APPROVED AS TO FORM:
Raul Casso, City Attorney

Gustavo Guevara
City Secretary

By: 
Valeria M. Acevedo
Asst. City Attorney

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) JPO Enterprises Inc.		
	Business name, if different from above		
	<input type="checkbox"/> Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.) P.O. Box 5779		Requester's name and address (optional)
	City, state, and ZIP code Madison, TN. 37502		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number 74-2817190

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Carl Deluga</i>	Date ▶ 11-24-10
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATE OF TEXAS

§

WATER RIGHTS SALES AGREEMENT

COUNTY OF WEBB

§

THIS AGREEMENT is entered into this ____ day of November, 2010, by and between, **JPO ENTERPRISES, INC.**, a Texas corporation, P.O. Box 5779, McAllen, Hidalgo County, Texas 78502, (hereinafter called “**SELLER**”) and the **CITY OF LAREDO**, 5816 Daugherty Avenue, a municipality of the State of Texas, Webb County, Laredo, Texas 78041 (hereinafter called “**BUYER**”) for the purpose of setting forth the Agreement between the parties, whereby **SELLER**, subject to the terms and conditions of this Agreement, agrees to transfer Water Rights to **BUYER**.

Water Rights

1. (a) **SELLER** owns the right to divert and use from the Rio Grande, a maximum of not to exceed **916 acre feet** per annum to irrigate land in Starr County, Texas, on a Class “B” irrigation priority basis, being a portion of those rights evidenced by Certificate of Adjudication No. 23–679, as amended, owned by **SELLER**. **SELLER** agrees to transfer said water rights to **BUYER**, and **BUYER** has agreed to purchase and accept title to the said water rights, which water rights are hereinafter referred to as the “Water Rights.”

(b) The Water Rights covered by the Agreement are appurtenant to the property described on Exhibit “A” attached hereto, and the Water Rights have not been previously severed from this property. After conversion from irrigation use, the Water Rights will represent a diversion right of **366.4 acre feet** per annum for municipal use purposes.

2. For and in consideration of \$824,400.00 (the “Purchase Price”) to be paid by **BUYER** as hereinafter provided, **SELLER** will transfer to **BUYER**, and **BUYER** hereby purchases the Water Rights from **SELLER** consistent with necessary proceedings before the Texas Commission on Environmental Quality, (hereinafter referred to as “TCEQ”) and subject to the terms and conditions provided in this Agreement.

The net Purchase proceeds are payable in cash to **SELLER** upon the closing of this transaction in accordance with the terms hereof when the TCEQ approves the transfer of the Water Rights as provided for below.

Escrow Funds

3. It is agreed that **BUYER** will deposit Fifteen Thousand and no/100ths Dollars (\$15,000.00) with Glenn Jarvis, Trustee, Attorney at Law, 1801 South 2nd Street, Inter National Bank Bldg., Suite 550, McAllen, Texas, 78503 as Escrow Agent, which sum shall be held by him in Trust and applied to the purchase price and paid to **SELLER** when this transaction is closed, or refunded to **BUYER**, if this transaction is not closed, as provided herein.

TCEQ Proceedings and Closing

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

(a) Final closing of this transaction and delivery of the Purchase Price are subject to and dependent on approval by the TCEQ of the change of ownership, place and purpose of use and point of diversion of the Water Rights; and the issuance by the TCEQ of Amended Certificate(s) of Adjudication evidencing such approval, and Order combining the Water Rights with other water rights of **BUYER**, or such other orders as are necessary under the circumstances authorizing the transfer of the Water Rights to **BUYER**.

(b) **SELLER** hereby authorizes **BUYER** to file an Application with the TCEQ for approval of this transfer and change of place and purpose of use and point of diversion and agrees to execute the necessary documents required of **SELLER** for such proceeding. **BUYER** shall commence such proceedings within thirty (30) calendar days following **BUYER**'s receipt of the Conveyance of the Water Rights provided for in subparagraph (c) below. The expenses of such

proceeding shall be borne by **BUYER**, including preparation of this Agreement and Conveyance of Water Rights and the expenses of any public hearings or proceedings before said TCEQ, and required filing and recording fees in connection therewith. **SELLER** agrees to pay any expenses directly incurred by **SELLER**, including attorney fees, in order to place **SELLER** in a position to transfer clear title to the Water Rights free of liens, claims or other encumbrances to **BUYER** in connection with this transaction. **BUYER** agrees to initiate and pursue said proceedings, and **SELLER** agrees to cooperate with **BUYER** in connection therewith, with all due diligence and care so as to complete same and procure approval of this transfer in such TCEQ proceedings within 120 calendar days following the initial filing of the Application with the TCEQ, but any delay brought about by the TCEQ proceedings and not attributable to the conduct of the parties, which causes a delay of closing beyond the 120-day period, shall not be grounds for cancellation of this Agreement.

(c) In order to properly seek and obtain said approval of the TCEQ and to accomplish the transfer of the Water Rights, **SELLER** agrees to execute or have executed, a conveyance with general warranty of title to the Water Rights to **BUYER**, as well as such other applications or documents necessary to accomplish the transfer of the Water Rights, all of which documents shall be in form and substance acceptable to **BUYER** and **SELLER** and TCEQ. Even though a Conveyance and transfer of said Water Rights is given or provided by **SELLER**, **SELLER** shall not receive the Purchase Price until the TCEQ has issued an Amendment to Certificate of Adjudication No. 23-679, or should **BUYER** desire to combine the Water Rights with other water rights owned by **BUYER** evidenced by such Certificate of Adjudication designated by **BUYER**, or such other order or orders approving this transfer. The Purchase Price shall be delivered to **SELLER** within seven (7) calendar days following issuance and delivery of the said TCEQ approval order(s) and Amended Certificate(s) of Adjudication to Glenn Jarvis, Attorney at Law, Trustee, (the "Escrow Agent") as closing attorney, at his offices located at 1801 South 2nd Street, Inter National Bank

Bldg., Suite 550, McAllen, Texas, where closing and delivery of the Purchase Price to **SELLER** shall take place.

(d) **SELLER** agrees to provide authentic copies of all title documents evidencing the **SELLER's** interest in the Water Rights, including but not limited to proper legal description of the existing place of use of the Water Rights, and a title report covering said property showing the ownership, liens, or other claims or encumbrances existing on said property. Notwithstanding any other provision hereof **BUYER'S** performance under this Agreement is subject to receipt of an Opinion of legal counsel or other acceptable opinion establishing the **SELLER's** interest in the Water Rights and the non-existence of liens encumbrancing the Water Rights. It is agreed by both parties that such opinion of title and non-existence of liens given by the Escrow Agent at **BUYER's** expense shall be acceptable to both parties, and that Escrow Agent shall file the necessary Application(s) with the TCEQ as provided above.

(e) In the event the TCEQ does not issue its final approval order of such transfer, then said Conveyance shall be returned to **SELLER** by the Escrow Agent and all portions of the transaction shall be canceled by appropriate legal means, and the escrow funds, shall be returned to **BUYER**. In such event, neither party shall have any further obligation to the other and the parties agree to sign such instruments and take such actions as are required to place the parties in the position each was in with respect to such Water Rights prior to entering into this Agreement.

Water Allocations

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

Specific Performance

6. It is agreed that either party hereto may demand specific performance of this Agreement, provided, however, (a) specific performance may not be demanded if the reason for **BUYER's** or

SELLER's failure to perform is a failure of or defect in **SELLER**'s ability to transfer the Water Rights or title to the Water Rights, or (b) specific performance may not be demanded by either party if the failure to perform is due to the failure of the TCEQ to approve the transfer of said Water Rights unless such failure is due to act(s) or omission(s) in the performance obligations hereunder of the party against whom specific performance is sought.

Severance

7. It is agreed that **BUYER** is hereby purchasing the Water Rights as a right separate and apart from the properties of **SELLER** described on Exhibit "A" attached hereto, to which said Water Rights attached prior to this transaction, or any other water rights which may be appurtenant to said properties, and no interest in same is intended to be sold, transferred or conveyed hereby.

Liens

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

Texas Law to Apply

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

Successors

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

Authority

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

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

SELLER:

JPO ENTERPRISES, INC.
A Texas corporation

Date 11-10-10

By: 
Arturo Ortega

Its: _____

BUYER:

CITY OF LAREDO

Date: _____

By: _____

Its: _____

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

Escrow Agent
GLENN JARVIS
ATTORNEY AT LAW

DATE: _____

TRACT I:

DESCRIPTION OF A 335.49 ACRE (335.83 ACRE, MAP) TRACT OF LAND COMPRISED OF TRACT 57-A, PORCION 66 AND TRACTS 303a, 304a, 304b, 305a, 305b, 312, 313 AND 315, PORCION 67, STARR COUNTY, TEXAS, RECORDED IN VOLUME 29, PAGE 147A MAP RECORDS.

BEGINNING at a 60-D nail found at the Northwest corner of tract 57-A, for the Northwest corner of the following described tract of land, said point located in 60.0 foot F.M. No. 650;

THENCE, with the North line of Tract 57-A and the South line of Tracts 65, 66 and 67, South 80 Deg. 45 Min. 00 Sec. East, at 39.1 feet pass an iron pipe found on the East line of 60.0 foot F.M. No. 650 and at 905.9 feet a 2-inch iron pipe found at the Northeast corner of Tract 57-A, for the most Northerly Northeast corner hereof;

THENCE, with the East line of Tract 57-A and West line of Tract 324 and Tract 314, South 09 Deg. 15 Min. 00 Sec. West, 2,618.88 feet to an iron rod with MF cap set at the Northwest corner of Tract 313, for an interior corner hereof;

THENCE, with the North line of Tract 313 and the South line of Tract 314, South 80 Deg. 45 Min. 00 Sec. East; 623.3 feet to an iron rod with MF cap set at the Southeast corner of Tract 314, for an interior corner hereof, said point being an interior corner of Tract 305-b;

THENCE, with the East line of Tract 314 and the West line of Tracts 305-b and 315, North 09 Deg. 15 Min. 00 Sec. East, 401.6 feet to an iron rod with MF cap set at the Northwest corner of Tract 315, for a middle Northwest corner hereof;

THENCE, with the most Northerly North line of Tract 315 and the South line of Tract 316, South 80 Deg. 42 Min. 37 Sec. East, (South 80 Deg. 45 Min. 00 Sec. East, map), 1,445.94 feet (1,449.3 feet, map) to an iron pipe found at the most Westerly Northeast corner of Tract 315, for a Northeast corner hereof;

THENCE, with the most Westerly East line of Tract 315 and the West line of Tract 317, South 09 Deg. 15 Min. 00 Sec. West, 60.35 feet (60.20 feet, map) to an iron pipe found at an interior corner of Tract 315, for an interior corner hereof, said point being the Southwest corner of Tract 317;

THENCE, with the most Southerly North line of Tract 315 and a South line of Tract 317, South 80 Deg. 45 Min. 00 Sec. East, 634.4 feet to a point at the most Easterly Northeast corner of Tract 315, for a Northeast corner hereof, whence iron rod with MF cap set for reference bears North 80 Deg. 20 Min. 14 Sec. East, 3.55 feet;

THENCE, with the East line of Tract 315 and 305-b, South 09 Deg. 15 Min. 00 Sec. West, 1,004.34 feet (1,000.9 feet, map) to a point for an interior corner hereof, said point located on the North line of Tract 304-b, whence reference corner set with MF cap set, bears North 83 Deg. 47 Min. 34 Sec. West, 97.1 feet;

THENCE, with the North line of Tract 304-b and South line of tract 311 and tract 310, South 89 Deg. 10 Min. 00 Sec. East, 707.8 feet to a point at the Northeast corner of tract 304-b, for the most Easterly Northeast corner hereof, whence iron rod with MF cap set for reference bears South 48 Deg. 16 Min. 26 Sec. West, 46.94 feet;

THENCE, with the East line of Tract 304-b and the West line of Tract 310 and Tract 309, South 00 Deg. 40 Min. 00 Sec. East, 1,492.6 feet (1,495.6 feet, map) to a point at the Southeast corner of Tract 304-b, for the most Easterly Southeast corner hereof, whence iron rod with MF cap set, for reference bears South 26 Deg. 24 Min. 43 Sec. West, 23.15 feet;

THENCE, with the South line of Tract 304-b and a North line of Tract 309 and Tract 367, South 76 Deg. 23 Min. 00 Sec. West, 850.10 feet, (854.3 feet, map) to an iron rod with MF cap set at a common corner between tract 304-b, tract 367 and tract 308-a, for an angle point in the south line hereof;

THENCE, continuing with the South line of Tract 304-b and North line of tract 308-a, South 67 Deg. 29 Min. 22 Sec. West, 527.61 feet (South 67 Deg. 16 Min. 00 Sec. West, 528.5 feet, map) to a point at the Southwest corner of tract 304-b, for the most Easterly Southwest corner hereof, whence iron pipe found bears South 67 Deg. 29 Min. 22 Sec. West, 5.94 feet;

THENCE, with the West line of Tract 304-b and the East line of Tract 307 and 306-a, North 00 Deg. 44 Min. 00 Sec. East, 1,917.96 feet (1,920.20 feet, map) to an iron rod with MF cap set at the Northwest corner of Tract 304-b, for an interior corner hereof; said point located on the South line of tract 305-b;

THENCE, with the South line of Tract 305-b and North line of Tract 306-a, North 89 Deg. 10 Min. 00 Sec. West, 96.60 feet to an iron rod with MF cap set and South 78 Deg. 30 Min. 00 Sec. West, 1,198.5 feet to an iron rod with MF cap set at the Northeast corner of Tract 305-a, for an interior corner hereof;

THENCE, with the East line of Tract 305-a and 304-a as follows:
South 00 Deg. 30 Min. 00 Sec. West, 977.0 feet to an iron rod with MF cap set, South 01 Deg. 33 Min. 00 Sec. West, 800.0 feet to an iron rod set, South 00 Deg. 55 Min. 00 Sec. West at 633.1 feet pass a point at the common East corner between Tract 305-a and 304-a and at 1,430.0 feet a point at the Southeast corner of Tract 304-a, for the most Southerly Southeast corner hereof, said point being on the North line of the old Rio Grande River bed and North line of Fronton Island;

THENCE, with the South line of Tract 304-a and 303-a, as follows:
South 52 Deg. 31 Min. 00 Sec. West, 883.0 feet to a point, South 54 Deg. 57 Min. 00 Sec. West, 606.0 feet to a point and South 63 Deg. 31 Min. 00 Sec. West, 204.76 feet to a point at the Southwest corner of Tract 303-a, for the most Southerly Southwest corner hereof;

THENCE, with the West line of Tract 303-a, 304-a and 305-a and East line of tract 302, North 09 Deg. 15 Min. 00 Sec. East, 2,093.7 feet to a point at the most Southerly Northwest corner of Tract 305-a, for the most Southerly Northwest corner hereof;

THENCE, with the most Southerly North line of Tract 305-a, South 80 Deg. 45 Min. 00 Sec. East, 119.8 feet to a point at an interior corner of Tract 305-a, for an interior corner hereof;

THENCE, with the most Easterly West line of Tract 305-a and the East line of Tract 302, North 09 Deg. 15 Min. 00 Sec. East, 780.0 feet to an iron rod with MF cap set at an interior corner of Tract 305-a, for an interior corner hereof;

THENCE, with the most Northerly South line of Tract 305-a and North line of Tract 302, North 77 Deg. 02 Min. 00 Sec. West, 310.0 feet to a set nail at the most Northerly Southwest corner of Tract 305-a, for an interior corner hereof, said point located on the East line of Tract 56, Porcion 66;

THENCE, with the East line of Tract 56, North 09 Deg. 15 min. 00 Sec. East, 6.58 feet to found rod with FNM cap set at the Southeast corner of Tract 57-a, for an interior corner hereof, said point being the Northeast corner of Tract 56;

THENCE, with the most Southerly South line of Tract 57-a and the North line of Tract 56, North 80 Deg. 45 Min. 00 Sec. West, 517.1 feet to an iron rod with FNM cap found at the most Southerly Southwest corner of Tract 57-a, for a Southwest corner hereof;

THENCE, with the most Southerly West line of Tract 57-a and the East line of Tract 42b, North 09 Deg. 15 Min. 00 Sec. East, 700.0 feet to an iron rod with FNM cap found at an interior corner of Tract 57-a, for an interior corner hereof;

THENCE, with the most Northerly South line of Tract 57-a and the North line of Tract 42b, North 80 Deg. 45 Min. 00 Sec. West, at 744.1 feet pass a point on the East line of F.M. No. 650 and at 783.1 feet a nail found at the most Westerly Southwest corner of Tract 57-a, for the most Westerly Southwest corner hereof;

THENCE, with the West line of Tract 57-a, in 60.0 foot F.M. No. 650 as follows:
North 32 Deg. 46 Min. 00 Sec. East, 114.0 feet to a nail found, North 27 Deg. 04 Min. 00 Sec. East, 68.0 feet to a nail found, North 20 Deg. 28 Min. 00 Sec. East, 131.0 feet to a nail found, North 16 Deg. 14 Min. 00 Sec. East, 2,302.16 feet to a nail found, North 07 Deg. 37 Min. 06 Sec. East, 67.0 feet to a nail found, North 09 Deg. 25 Min. 00 Sec. East, 1,856.0 feet to a nail found and North 10 Deg. 53 Min. 00 Sec. East, 54.4 feet the POINT OF BEGINNING. Containing 335.49 acres of land more or less, of which 4.04 acre lies in 60.0 foot F.M. No. 650.

SAVE AND EXCEPT the seven (7) acres contained in Tract 303a.

TRACT II:

DESCRIPTION OF TRACT 60, TRACT 61 AND TRACT 62, AND THAT PART OF TRACT 57C AND TRACT 57B LYING WEST OF U.S. FISH AND WILD LIFE SURVEY NO. 001, SAID TRACTS BEING OUT OF THE PARTITION OF PORCION NO. 66, FRANCISCO GUERRA GRANTEE, STARR COUNTY, TEXAS.

BEGINNING at an iron rod with MF cap set at the intersection of the South line of Tract 57B, with the West line of U.S. Fish and Wildlife Survey No. 001, for the most Northerly Southeast corner of the following described tract of land;

THENCE, with the South line of Tract 57B, North 80 Deg. 45 Min. 00 Sec. West, 181.8 feet to an iron rod found at the intersection with East line of Tract 61, for an interior corner hereof;

THENCE, with the East line of Tract 61, South 09 Deg. 15 Min. 00 Sec. West, 210.3 feet to an iron rod found at the Southeast corner of Tract 61, for the middle Southeast corner hereof;

THENCE, with the South line of Tract 61 and Tract 60, North 80 Deg. 45 Min. 00 Sec. West, 1,630.0 feet to an iron rod with MF cap set at the Northeast corner of Tract 62, for an interior corner hereof;

THENCE, with the East line of Tract 62, South 09 Deg. 15 Min. 00 Sec. West, 1248.6 feet to a ¾" pipe set at the Southeast corner of Tract 62, for the most Southerly Southeast corner hereof;

THENCE, with the South line of Tract 62, North 80 Deg. 45 Min. 00 Sec. West, at 553.0 feet pass an iron rod with MF cap set and at 694.8 feet to a point at the intersection with the high bank of the Rio Grande River, for the Southwest corner hereof;

THENCE, with the meanders of the North bank of the Rio Grande River as follows:

North 30 Deg. 50 Min. 00 Sec. West, 235.3 feet;

North 32 Deg. 54 Min. 20 Sec. West, 1,205.64 feet;

North 58 Deg. 30 Min. West, 645.0 feet;

North 49 Deg. 53 Min. West, 237.0 feet;

North 49 Deg. 03 Min. 00 Sec. West, 155.0 feet;

And the North 39 Deg. 44 Min. 00 Sec. West, 618.68 feet to a point at the intersection with the most Southerly North line of Tract 57C, for the most Westerly Northwest corner hereof;

THENCE, with the most Southerly North line of Tract 57C and South line of tract "P" and tract "A", North 80 Deg. 00 Min. 00 Sec. East, 2,000.07 feet to an iron rod with MF cap set at an interior corner of Tract 57C, for an interior corner hereof;

THENCE, with the most Westerly East line of Tract 57C and an East line of Tract "A", North 10 Deg. 00 Min. 00 Sec. West, 350.0 feet to an iron pipe found at the most Easterly West line of Tract 57C, for the most Easterly Northwest corner hereof, said point located on a South line of Tract "A";

THENCE, with the most Easterly North line of Tract 57C and South line of Tract "A", North 80 Deg. 00 Min. 00 Sec. East, 2,700.0 feet to an iron rod with MF cap set at the intersection with the West line of U.S. Fish and Wildlife Tract Survey No. 001, for the Northeast corner hereof;

THENCE, with the West line of said U.S. Fish and Wildlife Tract, South 10 Deg. 00 Min. 00 Sec. East, 52.41 feet to an iron rod with MF cap set and South 03 Deg. 40 Min. 00 Sec. East, 2,358.39 feet the POINT OF BEGINNING. Containing 209.79 acres of land more or less.

TRACT III:

DESCRIPTION OF 32.70 ACRES OF LAND OUT OF TRACT 57-B OUT OF PORCION 66, STARR COUNTY, TEXAS, RECORDED IN BOOK 1, PAGES 58-62 MAP RECORDS.

BEGINNING at an iron rod with MF cap set at the Southeast corner of tract 57-B, for the Southeast corner of the following described tract of land, said point located on the North line of tract 34-C;

THENCE, with the South line of Tract 57-B and North line of tract 34-C, North 80 Deg. 45 Min. 00 Sec. West, 750.26 feet to an iron rod with MF cap set at the intersection with an East line of U.S. Fish and Wildlife survey No. 001, for the Southwest corner hereof;

THENCE, with the East line of said tract No. 001, North 03 Deg. 40 Min. 00 Sec. West, 104.06 feet to monument for corner No. 11 of tract No. 001, for the most Southerly Northwest corner hereof;

THENCE, with a South line of U.S. Fish and Wildlife survey No. 001, North 86 Deg. 20 Min. 00 Sec. East, 40.0 feet to a monument at corner No. 10 of said U.S. Fish and Wildlife survey No. 001, for an interior corner hereof;

THENCE, with an East line of U.S. Fish and Wildlife survey No. 001, North 03 Deg. 40 Min. 00 Sec. West, 195.0 feet to a monument at corner No. 9 of said survey No. 001, for an interior corner hereof;

THENCE, with a North line of U.S. Fish and Wildlife survey No. 001, South 86 Deg. 20 Min. 00 Sec. West, 40.0 feet to a monument found at corner No. 8 of said survey No. 001, for the most Northerly Southwest corner of hereof;

THENCE, with an East line of U.S. Fish and Wildlife survey No. 001, North 03 Deg. 40 Min. 00 Sec. West, 1098.9 feet to an iron rod with MF cap set at the intersection with the North line of tract 57-B, for the Northwest corner hereof;

THENCE, with the North line of tract 57-B and south line of Tract "A", North 80 Deg. 00 Min. 00 Sec. East, 1125.69 feet to an iron rod with MF cap set at the Northeast corner of tract 57-B, for the Northeast corner hereof, said point being the Northwest corner of Tract 1-C;

THENCE, with the East line of tract 57-B and West line of Tract 1-C, South 09 Deg. 15 Min. 00 Sec. West, 1733.72 feet to the point of beginning containing 32.70 acres of land more or less;

**APPLICATION TO SEVER RIGHTS FROM
CERTIFICATE OF ADJUDICATION NO. 23-679
AND TO COMBINE RIGHTS WITH CERTIFICATE OF
ADJUDICATION NO. 23-3997, AS AMENDED
RIO GRANDE**

Pursuant to the Texas Water Code and the Commission's Rules and Regulations, **THE CITY OF LAREDO**, a municipal corporation of Webb County, Texas, (hereafter called **APPLICANT**), hereby requests the Commission to change the point of diversion, place and purpose of use of the right to divert up to a maximum of **916 acre feet** of water per annum from the Rio Grande on a Class "B" Irrigation priority basis being a portion of those water rights evidenced by **Certificate No. 23-679**, and as grounds for this Application, Applicant would state as follows:

1. **JPO Enterprises, Inc.**, has conveyed to Applicant rights under Certificate of Adjudication No. 23-679, amounting to the right to divert 916 acre feet per annum for irrigation purposes on a Class "B" priority basis.

A copy of said Conveyance will be or has been filed with the Commission. These water rights are hereinafter referred to as the "Water Rights."

2. The existing purpose of use of the Water Rights is for irrigation purposes. Applicant will utilize the allocated water under the Water Rights for municipal purposes, and therefore, a change in purpose of use from irrigation to municipal use with municipal priority of allocation is hereby requested.

3. (a) The existing place of use of the Water Rights of Applicant is upon property in Starr County, Texas, as described in the Conveyance mentioned above in Paragraph 1.

(b) The proposed new place of use of the Water Rights of Applicant is within the service area of Applicant in Webb County, Texas, as it presently exists, or as it is hereafter changed.

4. The diversion point of the Water Rights is requested to be changed to the diversion points of Applicant described in Certificate of Adjudication No. 23-3997, as amended, and are well known to the Rio Grande Watermaster and shown in the Commission's records.

5. Applicant requests that the Commission issue an Order severing the Water Rights, evidenced by Amendment to Certificate of Adjudication No. 23-679 from said Certificate and combining the Water Rights with Applicant's other water rights under Certificate of Adjudication No. 23-3997, as amended, and that such Order be made a part of the Commission files pertaining to Certificate of Adjudication No. 23-679.

6. Applicant states that the change of point of diversion, and place and purpose of use, as requested herein, does not contemplate an increased appropriation of water or rate of diversion which would harm any other existing water right holders on the Rio Grande below Amistad and Falcon Reservoirs; and will not prejudice any other water right holder on the Rio Grande below Amistad Reservoir. Current Commission rules provide in cases of change in purpose of use and priority of allocation from irrigation to municipal use with a municipal priority of allocation on the Lower Rio Grande, that a conversion factor be applied which results in Applicant's right of diversion being limited to **366.4 acre feet** of water per annum for municipal purposes with a municipal priority of allocation on the Rio Grande. Applicant does not object to the application of such existing rule, but does so without prejudice to any rights it may have in the event such rule is amended, changed or eliminated in the future.

7. Applicant understands that the Commission may require additional information in regard to the requested Amendment of the Water Rights before considering this Application. Applicant is submitting the required fees herewith.

8. The address of Applicant is:

THE CITY OF LAREDO, TEXAS
5816 Daugherty Avenue
Laredo, TX 78041

Tax I.D.: 74-6001573

WHEREFORE, Applicant respectfully requests that the Commission approve this Application and issue an Amended Certificate of Adjudication No. 23-3997 and such other appropriate orders as are necessary changing the point of diversion, place and purpose of use of the above described Water Rights as above requested, and to combine same with the other water rights of Applicant under Certificate of Adjudication No. 23-3997, as amended, and for such other relief to which Applicant is entitled.

DATED this _____ day of _____, 2010.

ATTESTED TO:

CITY OF LAREDO, TEXAS

By: _____

By: _____

Its: _____

STATE OF TEXAS §
COUNTY OF WEBB §

SUBSCRIBED AND SWORN TO BEFORE ME by the said _____
in the capacity as stated on this the _____ day of _____, 2010.

Notary Public in and for The State of Texas

COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: MOTION CONSIDERATION TO AUTHORIZE THE INSTALLATION OF SPEED CUSHIONS ALONG COUNTRY CLUB DRIVE, BETWEEN BERMUDA DRIVE AND RAES CREEK DRIVE, UNDER THE SPECIAL PROVISION OF THE SPEED HUMP INSTALLATION POLICY. PROJECT COSTS ARE ESTIMATED AT \$48,000.00. FUNDING WILL BE MADE AVAILABLE FROM A CONTRIBUTION FROM PLANTATION HOMEOWNERS ASSOCIATION AND FROM CAPITAL IMPROVEMENTS DISCRETIONARY FUNDING-- CITY COUNCIL DISTRICT VI.
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INITIATED BY:
Carlos Villarreal, City Manager

STAFF SOURCE:
Jesus Olivares, Assistant City Manager
Roberto Murillo, P.E, P.T.O.E., Traffic Manager

PREVIOUS COUNCIL ACTION: City Council tabled item on 12-06-10.

Introductory Ordinance accepting contribution and appropriating funding in the amount of \$24,000 from Plantation Homeowners Association was approved by City Council on November 15, 2010.

BACKGROUND:

On September 20, 2010 the Speed Hump Installation Policy was amended and adopted with the new changes by the City of Laredo. The Policy includes criteria for installation and cost sharing between the City and property owners. The Policy also includes a special provision for installation of speed cushions which was also revised to include some minimal condition that are recommended be satisfied before considering installation of speed cushions.

SPECIAL PROVISION FOR INSTALLATION:

Where it is determined that a specific traffic safety hazard exists City Council may request the installation of a speed cushion(s) through this special provision only after a study has been conducted and determined that a speed cushion(s) was not warranted by the minimum guidelines of this policy. City Council will exercise the option to use this special provision provided that the following minimum guidelines are met :

1. Minimum 85th percentile speed of 30 MPH
2. Minimum street length of 700 Ft.
3. Chief of Police and Chief of Fire Department approval
4. Approval by 75 % of residents within 300 feet of proposed speed cushion(s) location.
5. Minimum of one Official Accident Report within a one year period prior to date of official speed cushion request.
6. Geometric characteristic of the affected section of street does not create a safety hazard for the motoring public if a speed cushion is installed or create a drainage issue as recommended by Engineer.

City Council will make the final decision to install the speed cushions under this special provision and could require the use of their respective discretionary funds for the cost involved in the installation of the speed cushion(s). *Next Page Please ...*

On November 8, 2010, Council Member Gene Belmares requested to consider the installation of speed cushions along Country Club Dr. Following the guidelines set forth in the speed hump policy. The Traffic Safety Department proceeded to gather the information necessary to present to council under the special provision for installation of the speed hump policy. Council Member Gene Belmares has approved the use of City Council District VI discretionary funds to pay for 50 % of the total cost while the other 50% will be funded from contribution from the Plantation Home Owners Association. An introductory ordinance appropriating contribution of \$24,000 was approved by city council on November 15, 2010. The total installation costs are estimated at \$48,000.

Country Club is classified as a Major Collector in the City of Laredo Thorough Fare Plan. The Speed Hump Installation Policy and the Special provision of the policy both recommend against the installation of speed cushions on Major Collectors. Staff is recommending against the installation of speed cushions on Country Club Drive.

FINANCIAL: \$24,000 from Capital Improvement Project City Council District VI.
\$24,000 contribution from Plantation Homeowners Association

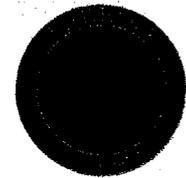
RECOMMENDATION: None.

STAFF:

Staff recommends against the installation of speed cushions Country Club Drive.



City of Laredo
Traffic Safety Department
 Engineering Section



Special Provision
Speed Hump Study
 At

Country Club Dr
 November 2010

Includes:

Traffic Counts ✓	Signatures	Speed Study ✓	Accident Data ✓
------------------	------------	---------------	-----------------

Minimum Qualifications for Speed Cushions:

N/A= Not Applicable Q= Qualifies N/S=Not Satisfied N/E=Not Evaluated

Minimum 85 th percentile speed of 30 MPH	<u>WB 40 MPH</u>	<u>EB 40 MPH</u>	Q
Minimum street length of 700 ft.	North of Country Club 4,700ft	South of Country Club 4,000ft	Q
Chief of Police and Chief of Fire department approval	<u>Pending</u>		
Approval by 75% of residents within proposed speed cushion(s) project location	<u>Pending</u>		
Accident report within one year			Q
Geometric characteristics of the street			N/S
Street must not be classified as a Major Collector or an Arterial			N/S

Findings:

Following the guidelines set forth in the speed hump policy; the results of the study indicated that under eligibility requirements for operational characteristics of the street, the street must not be classified as a major collector or an arterial, as defined by the Thoroughfare Plan of the City of Laredo. Country Club is classified as a major collector. In order to proceed under the special provision of the policy, it is recommended that the minimum conditions be met before considering the installation of speed cushions.

Staff recommendation:

Staff recommends against the installation of speed cushions under the special provision including Country Club Dr.



TRAFFIC SAFETY DEPARTMENT COUNTRY CLUB DR

Accident Data



5:34 A.M.
3-17-09
Lost control SB

5:30 P.M.
4-19-09
Lost control SB

4:27 A.M.
9-7-08
Lost control SB

2:10 A.M.
1-1-08
Lost control SB

11:14 P.M.
5-23-10
Lost control SB

12:15 P.M.
1-29-10
Lost control NB

10:12 P.M.
4-22-10
Lost control NB

7:52 A.M.
7-11-08
Right angle

6:10 P.M.
1-18-10
Right angle

5:44 A.M.
9-27-08
Lost control SB

7:32 P.M.
9-6-08
Right angle

Country Club Dr

Andrade

Mize Dr

Mize Dr

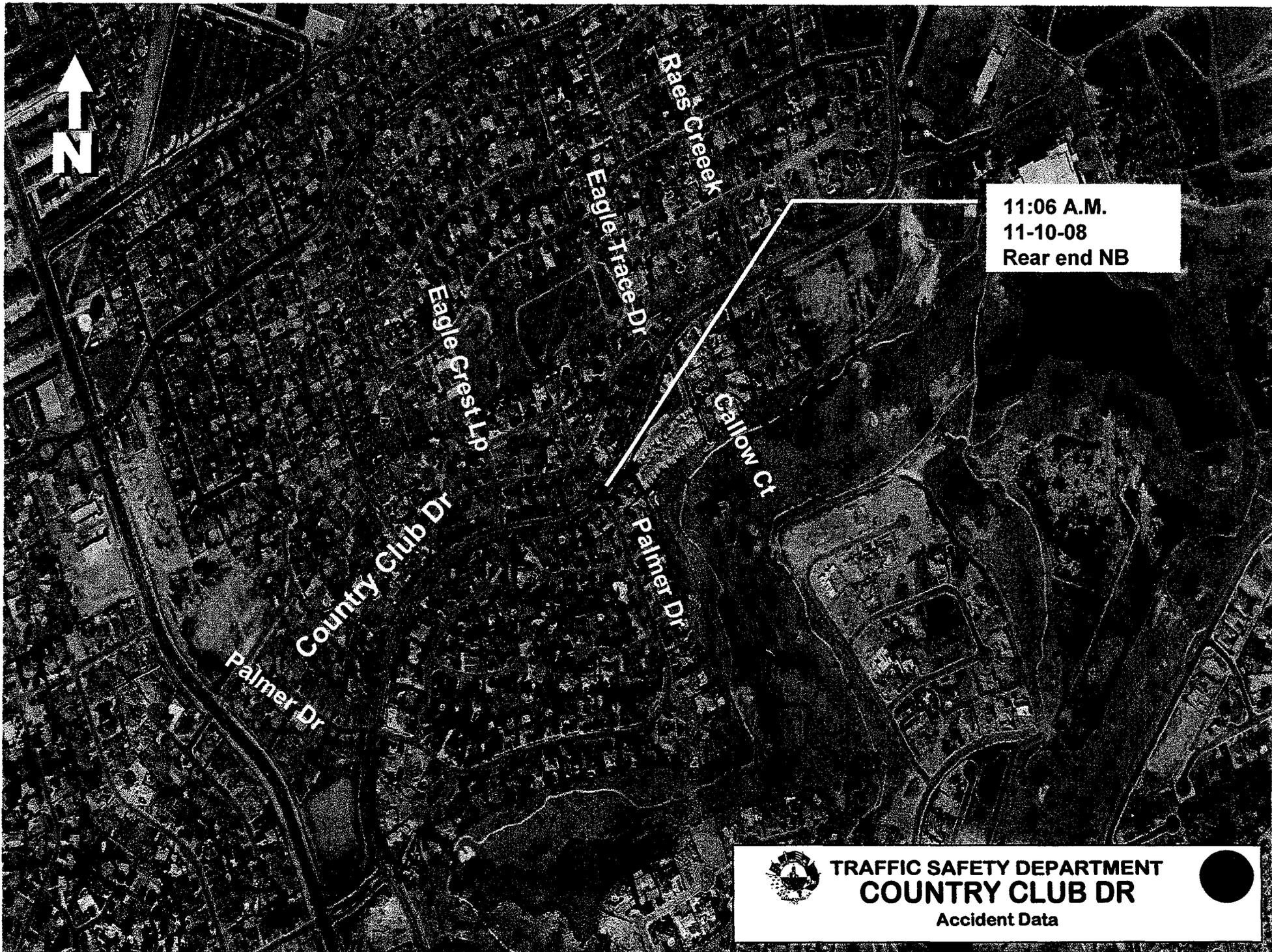
Lyles Ln

Fallop Dr

King Ln

Quail Hollow Ln

Bermuda Dr



11:06 A.M.
11-10-08
Rear end NB



TRAFFIC SAFETY DEPARTMENT
COUNTRY CLUB DR

Accident Data





	Proposed Speed Cushion
	Speed Hump Sign
	Speed Hump Ahead Sign

Country Club Dr

526 ft

Mize Dr

565 ft

Mize Dr

Lyles Lp

1100ft

Falbo Dr

King Ln

Bermuda Dr

Quail Hollow Lp



TRAFFIC SAFETY DEPARTMENT
COUNTRY CLUB DR
PROPOSED SPEED CUSHION STUDY





	Proposed Speed Cushion
	Speed Hump Sign
	Speed Hump Ahead Sign



TRAFFIC SAFETY DEPARTMENT
COUNTRY CLUB DR
PROPOSED SPEED CUSHION STUDY



COUNCIL COMMUNICATION

<p>DATE: 12/20/10</p>	<p>SUBJECT: MOTION Consideration for approval of change order no. 1 to the construction contract with Leyendecker Construction, Inc., Laredo, Texas, for the World Trade Bridge US Customs Inspection Station Expansion to add one hundred twenty (120) calendar days to the construction contract time due to fifty-one (51) rain/wet ground days and sixty-nine (69) days due to underground utility delays for infrastructure being replaced/installed by facility tenant (General Services Administration). Current construction contract amount with this change order is \$4,620,000.00. Current construction contract time with this change order is four hundred eighty-five (485) calendar days with a completion date of February 2011. Funding is available in the Capital Grants Fund and 2008 Bridge Revenue Bond.</p>								
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Director</p>								
<p>PREVIOUS COUNCIL ACTION: On October 19, 2009, City Council awarded a construction contract to the lowest bidder Leyendecker Construction, Inc., Laredo, Texas, in the base bid amount of \$4,620,000.00 for the World Trade Bridge US Customs Inspection Station Expansion to include 7 new lanes and primary inspection booths, provide transition from bridge lanes to the 15 inspection lanes, transition from the 15 lanes and bypass to the 6 lanes at the secondary inspection canopy and an additional exit inspection booth and lane and site improvements.</p>									
<p>BACKGROUND: The original project includes adding 7 new lanes and primary inspection booths, widen and reduce curvature of lanes coming in from the bridge, provide transition for queuing from bridge lanes to the 15 inspection lanes, the relocation of the existing kennel exercise yard to the other side of the kennel, infrastructure for other “inspection processing” technologies in the primary inspection area, transition from the 15 lanes and bypass to the 6 lanes at the secondary inspection canopy and an additional exit inspection booth and lane. Site improvements also include but are not limited to outdoor lighting, utility improvements, sidewalks, parking lot revisions, and landscape/irrigation improvements.</p> <p>Plans and specifications were prepared by FQR Architects, Inc., Laredo, Texas.</p> <p>This change order no. 1 is to add one hundred twenty (120) calendar days to the construction contract time due to fifty-one (51) rain/wet ground days and sixty-nine (69) days due to underground utility delays for infrastructure being replaced/installed by facility tenant (General Services Administration).</p> <table border="0" data-bbox="120 1360 1365 1499"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$4,620,000.00</td> </tr> <tr> <td>(Awarded by City Council on October 19, 2009)</td> <td></td> </tr> <tr> <td>This change order no.....</td> <td align="right">\$ -0-</td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$4,620,000.00</td> </tr> </table> <p>New completion date with this change order is February 19, 2011.</p>		Original construction contract amount.....	\$4,620,000.00	(Awarded by City Council on October 19, 2009)		This change order no.....	\$ -0-	Current construction contract amount.....	\$4,620,000.00
Original construction contract amount.....	\$4,620,000.00								
(Awarded by City Council on October 19, 2009)									
This change order no.....	\$ -0-								
Current construction contract amount.....	\$4,620,000.00								
<p>FINANCIAL IMPACT: Funding is available in the Capital Grants Fund and 2008 Bridge Revenue Bond. Account No. 458-2662-525-4277 and 553-4067-535-9301</p>									
<p>COMMITTEE RECOMMENDATION: N/A.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>								

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTION Award of construction contract to the sole bidder Gibson & Associates, Inc., Balch Springs, Texas, in the base bid amount of \$846,338.20 for the World Trade International Bridge Hazardous Material Containment System Retrofit with a construction contract time of three hundred sixty-five (365) working 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 Revenue Bond Series 2005A – Improvements Other Than Buildings.					
INITIATED BY: Carlos Villarreal, City Manager		STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Manager				
PREVIOUS COUNCIL ACTION: None.						
BACKGROUND: <p>The project will construct a hazardous material containment system integral into the World Trade International Bridge, which will capture and contain any hazardous material that is spilled on the international bridge.</p> <p>The project includes retrofitting the existing international bridge drainage system by inserting new deck drains, attaching a collection system of PVC piping, and constructing a reinforced concrete containment vault under the bridge. The project also includes piping, valves, metal vault cover, reinforced concrete riprap, electrical conduit, electrical conductors, valve control boxes and connection to the existing electrical system for electric valve operation. In addition the project includes the retrofit of catastrophic bridge drains within the exterior bridge railings.</p> <p>Plans and specifications were prepared by Structural Engineering Associates, Inc., San Antonio, Texas.</p> <p>One (1) bid was received at the City Secretary’s Office at 4:00 P.M. on Thursday, December 9, 2010, and publicly opened, read, and taken under advisement on Friday, December 10, 2010, at 11:00 P.M. as follows:</p> <table border="1" data-bbox="316 1157 1347 1262"> <thead> <tr> <th>Contractor (Bidder)</th> <th>Base Bid</th> </tr> </thead> <tbody> <tr> <td>1. Gibson & Associates, Inc. Balch Springs, Texas</td> <td>\$846,338.20</td> </tr> </tbody> </table> <p>The bid and bid bonds for Gibson & Associates, Inc., Balch Springs, Texas,, were checked and found to be in order. Staff therefore recommends award in the base bid amount of \$846,338.20 to the sole bidder Gibson & Associates, Inc., Balch Springs, Texas.</p> <p>Bid submitted by Gibson & Associates, Inc., Balch Springs, Texas, herewith attached.</p> <p>Construction contract time is three hundred sixty-five (365) working days after notice to proceed is issued.</p>			Contractor (Bidder)	Base Bid	1. Gibson & Associates, Inc. Balch Springs, Texas	\$846,338.20
Contractor (Bidder)	Base Bid					
1. Gibson & Associates, Inc. Balch Springs, Texas	\$846,338.20					
FINANCIAL IMPACT: Funding is available in the Revenue Bond Series 2005A – Improvements Other Than Buildings. Account No. 553-4065-535-9301						
COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.					

#7

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: Gibson & Associates, Inc.
Contractor

Address: P.O. Box 800579 Balch Springs, TX 75180-0579

Phone: 972-557-1999

Fax: 972-557-1552

PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: WS 11/19/10 11/22/10

Addendum No. 2: WR 11/22/10

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: WS 12/9/10

Labor Provisions: WS 12/9/10

Affirmative Action Program: WS 12/19/10

**PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS }
COUNTY OF DAKOTA } *W*

William E. Gibson
being first duly sworn, deposes and says

That he is CEO / Vice President of Gibson + Associates, Inc.
(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.

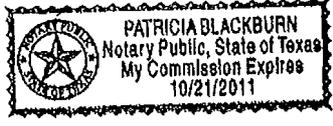
William E. Gibson
Signature of William E. Gibson - CEO / Vice President

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 9th day of December, 2010.

Patricia Blackburn
Notary Public

My Commission expires
10-21-11



CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (In numbers & words)	Amount
0420-XXXX	283.4	CY	Class "C" Concrete	\$250/CY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS	\$70,850. ⁰⁰
0432-2072	22.5	CY	Riprap (Concrete Class "B")	\$1,100/CY ONE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS	\$24,750. ⁰⁰
0442-2005	16,677	LB	Structural Steel (Misc.)(Inc. Grating)	\$1.50/LB ONE DOLLAR AND FIFTY CENTS	\$25,015. ⁵⁰
0471-XXXX	48	EA	Deck drain assembly	\$1,450/EA ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND ZERO CENTS	\$69,600. ⁰⁰
0481-2012	359	LF	PVC Pipe (SCH 40)(6 IN)	\$125/LF ONE HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS	\$44,875. ⁰⁰
0481-2015	956	LF	PVC Pipe (SCH 40)(12 IN)	\$180/LF ONE HUNDRED EIGHTY DOLLARS AND ZERO CENTS	\$172,080. ⁰⁰
0500-XXXX	1.0	LS	Mobilization	\$106,000/LS ONE HUNDRED SIX THOUSAND DOLLARS AND ZERO CENTS	\$106,000. ⁰⁰
0502-XXXX	6.5	MO	Barricades, Signs & Traffic Handling	\$1,800/ea ONE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS	\$11,700. ⁰⁰
0471-XXXX	52	EA	Deck Drain Assembly for Mexico (Furnish Only)	\$500/EA FIVE HUNDRED DOLLARS AND ZERO CENTS	\$26,000. ⁰⁰

TOTAL BASE BID
WRITTEN IN

WORDS: EIGHT HUNDRED FORTY SIX THOUSAND THREE HUNDRED THIRTY EIGHT DOLLAR

AND TWENTY CENTS.

Gibson & Associates, Inc.

Contractor

Signature William E. Gibson

CEO/Vice President

Title

P.O. Box 800579

Balch Springs, TX

75180-0579

Address

City/State

Zip Code

Telephone Number: (972) 557-1199

Fax Number: (972) 557-1552

Date: 12/9/10

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Please see attached
Value of Contract: _____
Date Completed: _____
2. Name of Project: _____
Value of Contract: _____
Date Completed: _____
3. Name of Project: _____
Value of Contract: _____
Date Completed: _____

Experience Data: (Include name and experience record of the Superintendent)

Please see attachment A.

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.**

**PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit**

Proposed Progress Schedules:

Please see attached.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Please see attachment B.

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

NONE

**NOTE: TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER.**

BID BOND

RESUME

Attachment A

James Long
4525 Parkdale Circle
Sachse, Texas 75048
972-414-7998

EMPLOYMENT EXPERIENCE:

January 2003 - Present

Gibson & Associates, Inc.

P.O. Box 800579
Balch Springs, Texas 75180-0579
972-557-1199

Title: Construction Manager
Duties: Responsible for overseeing and managing all aspects of a project specializing in bridge rehabilitation to include bridge jacking and flame straightening. Coordinate all employees and assign projects to the superintendent or foreman. Responsible for hiring and managing all field personnel.

June 1993 - January 2003

Title: Project Superintendent
Duties: Responsible for project management, coordinating subcontractors, ensuring project run smoothly and day to day field operations. Oversees all personnel on a project. Specializing in bridge rehabilitation.

December 1989 - June 1993

Title: Project Foreman
Duties: Responsible for day to day field operations on construction projects.

March 1987 - December 1989

Jim Bowman Construction
Dallas, Texas

Title: Project Foreman
Duties: Responsible for day to day field operations on construction projects.

December 1985 - February 1987

Self Employed
Plano, Texas

Title: Owner
Duties: Managed all aspects of concrete construction company.

GIBSON & ASSOCIATES, INC.*Attachment B***EQUIPMENT LIST**

May 2010

Equip Number	Description	License Number	Serial Number
CR 15 (Pat)	'05 Cadillac	502 BZZ	1G6KE57Y25U175646
TK 110	'84 Int. Water Truck	R5P S25	1HTLDWPM7EHA63429
TK 113	'86 Int. Flat Bed Dump	R5P S24	1HTLDUXP6GHA16863
TK 123	'86 Int. 6CY Dump Truck	R5P S22	1HSLRTVN6GHA46236
TK 125	'89 International	R5P S21	1HTLDDBN6KH667857
TK 140 *	2000 Ford F-550 Mech.Tr.	R5P S18	1FDAF56F5YED94567
TK 142 *	'99 Int. Boom Truck	R5P S16	1HTSCABM2XH629067
TK 143 *	2002 Ford F250	5ZN M67	1FTNX20F42EA85187
TK 146 *	'94 Int. 22' Van Body	R4M C59	1HTSDPNN7RH550226
TK 148 (Trish.)*	'02 Chev. CK10 Pickup	7HZ F43	2GCEK19T521349505
TK 151 (Office) *	2003 Chev Tahoe	7TX N56	1GNEC13Z73R234964
TK 152 *	2003 Chev C2500	7TX N59	1GCHC29163E233132
TK 153 *	2003 Ford F250	7JD Z91	1FTNX20PX3ED63388
TK 154*	2003 Chev ¾ T Pickup	8HR W14	1GCHC29193E341339
TK 157 *	1998 Int. Box Truck	R5Z J27	1HTSCABM6WH584388
TK 159 (Humberto)*	2004 Chev C2500	9WJ L54	1GCHC29204E317926
TK 162	1989 Int. Vacuum Unit	R6W B20	1HTGHZ3T2LH640740
TK 166 *	1995 Ford F800 Crane Truck	R6V Z60	1FDPP80C6SVA58878
TK 168	2002 Kenworth	R6W G22	1XKWDB9X92J891370
TK 170 (Bart) *	2005 Ford F550	R7F L49	1FDAW56P85EA69447
TK 171 (Painters)*	2005 Ford F450	R7F L50	1FDXW46PX5EA47633
TK 172 *	1994 International 6CY Dump		1HTSDAAM6RH590162
TK 173	1998 Freightliner	R7K Y84	1FUPBMCB8WL959787
TK 175 (Juan) *	2005 Ford F250	79K SC1	1FTSW20P05EC67732
TK 177*	2005 Ford F250	57K TZ1	1FTSX20P15EC12414
TK 180*	2005 Chevy CC25903	545 LH2	1GCHC24235E325270
TK 181 (Johnny)*	2005 Ford F150	69S PX2	1FTPX125X5FB21308
TK 182 *	2001 International Flat Bed	R72 W10	1HTSDAAL71H378432
TK 183 *	2005 Ford F350	60K KP3	1FTWF30025EC28714
TK 184 (Mark)*	2005 Chevy Silverado	57L CZ3	1GCHC23U55F969916
TK 185 (Mike)*	2006 Chevy Silverado	93L DD3	1GCHC12DX6E193278
TK 186 (Darrell)*	2006 Chevy Silverado	94L DD3	1GCHC29DX6E193295

Equip Number	Description	License Number	Serial Number
TK 187 (James D.)*	2006 Ford F550	R8M N36	1FDAX56PX6ED25425
TK 188	2006 Ford F150	60D LS4	1FTPX12566NA30088
TK 189 Ricky)*	2006 Chevy Silverado	25D FS4	1GCHC23D36F227032
TK 190	1999 Int. Box Truck	R8R X90	1HTSCAAM7XH216272
TK 191 (Kevin)*	2006 Ford F550	R8W Z46	1FDAX56P06ED69210
TK 192*	2006 Ford F250	51D KS4	1FTSX20P46EB92838
TK 194 (Trey)*	2006 Ford F150	27N MZ4	1FTPX12V26KD89035
TK 196*	2001 Int. Box Truck	R8Z D35	1HTSCAAL51H345318
TK 197 (Keith)*	2007 Chevy. Silverado	49N RP4	1GCHC29D17E134296
TK 198*	2001 Int. Box Truck	R8Z F68	1HTSCAAL61H335347
TK 199*	1999 International Flatbed	R8Z K44	1HTSCAAM1XH624377
TK 200*	1999 International Flatbed	R8Z K45	1HTSCAAM9XH682527
TK 201(Chris)*	2007 Ford F150	78N YF4	1FTPX12V17FA37834
TK 202 (Mondo)*	2007 Ford F550	R9M B44	1FDAX56P77EB52299
TK 203*	2000 Int. Flatbed Dump	R9N G42	1HTSCAAM8YH246611
TK 204 (Gary)*	2007 Ford F150	63F PR7	1FTPX12V97FB86007
TK 205 *	2008 Ford F550	R12 956	1FDAX56R18EC78015
TK 206*(Tom M)	2008 Ford F250	90F RF7	1FTSX20R58EA62555
TK 207*	2000 Ford F250	5YW K68	1FTNX20F2YED83696
TK 208*	2000 Ford F250	75D SC7	1FTNX20F9YEB60281
TK 209*	2003 Int. Box Truck	69D HK1	1HTMMAAM13H571535
TK 210	2008 Chevy Silverado	68C MD8	1GCEC19C88Z307925
TK 211 (Chilo)	2008 Chevy Silverado	67C MD8	1GCEC19C58Z327341
TK 212 (Mark M)	2008 Chevy Silverado	66C MD8	2GCEC19C381323295
TK 214 (Jeff)	2008 Lexus GX470	LPS 091	JTBT20X080167671
TK 215 (Abel)	2208 Chevy 2500	95K NH8	1GBHC29628E164608
TK 216 (Bill G)	2008 Chevy Tahoe	57K NR8	1GBHC29628E164
TK 217	1993 Int.	RD6 Z51	1HSHBAZR6PH496171
SW 1	'96 Ford Chas. Sweeper		1FDX72C6TVA13620
SW 2	'96 International Sweeper		1HTSCABR9TH353248
PL 4	Massey Ferguson Tractor		9A345114
PL 5	Cat 943 Track Loader		19Z0370
PL 7	Case 455 C Crawler Loader		GBE0004068

Equip Number	Description	License Number	Serial Number
PL 9	Cat 926 R.T. Loader	47M 470	94Z03828
PL 10	Massey Ferg 165 Mower		SDM643001765
PL 15	Cat 924F Loader	47M 652	5NN01064
PL 17	'96 Cat 924F Wheel Loader		5NN00651
PL 18	'04 Bobcat		526015150
PL 19	'05 Bobcat S250		526017199
PL 20	'07 Bobcat S250		530916514
PL 21	'07 Bobcat S250		530916512
PL 22	'07 Bobcot S25		A5GM36033
MG 2	Cat 140G Motor Grader	61M 429	72V7066
AC 8	'98 Ingersoll Rand P185WJF	n/a	291101VGI221
AC 15	'98 Ingersoll Rand 1300 CFM	34M 754	283106UJ1729
AC 16	'96 Ingersoll Rand 1300 CFM	35M 568	264589
AC 18	'96 Ingersoll Rand 1300 CFM on Dolly		263790UCG729
AC 19	'04 Ingersoll Rand	61M 446	343766UCO221
AC 20	'05 Ingersoll Rand P250WJD		363219UKP394
AC 21	'05 Ingersoll Rand P250WJD		364515ULP394
AC 22	'06 Ingersoll Rand P250WJD	76M 257	373868UGQ394
AC 23	'06 Ingersoll Ramd P250WJD	76M 258	373874UGQ394
AC 24	'07 Ingersoll Rand P250WJD	76M 289	385288YUDR394
AC 25	'08 Ingersoll Rand P250WJD		4FVCABAA38U401174
AC 26	'08 Ingersoll Rand P250WJD		4FVCABAA08U399349
AC 27	'08 Ingersoll Rand P250WJD		4FVCABAA28U398235
AC 28	'08 Ingersoll Rand P250WJD		4FVCABAA38U401420
BH 4	'98 John Deer 310E 4x4 Backhoe		T0310EX853063
BH 5	'98 John Deer 310E Loader Backhoe		T0310EX848277
VR 2	DUOPACT mdl WD50P		50203
VR 6	Ingersoll Roller		145783
VR 7	Waker Roller		5498071
VR 8	Waker Roller		5778191
TR 11	'94 Shopbuilt Trailer	67W NRK	TR176988
TR 13	'95 Shopbuilt Trailer	41W TXJ	46UFU1017S1041033
TR 17	'96 16' Utility Trailer	33W TZT	1H9UP162XT1176257

Equip Number	Description	License Number	Serial Number
TR 18	'97 J Rod Flatbed Trailer	12V RDP	1JG236200V1X05833
TR 21	'98 20' Flatbed Trailer	37W CXC	1H9GF2022W1176294
TR 23	20' Gooseneck Trailer	53W CHG	1H9GP202X1176440
TR 24	'01 18' Wells Cargo Trailer	14W HYY	1WC200H2012043660
TR 25	20' Gooseneck Flatbed Trailer	58W RVY	1H9GF252821176268
TR 26	Wells Cargo Trailer	57W RVY	4D6EB20282C003543
TR 28	'03 20' Utility Trailer	71W TSK	1H9UP202431176650
TR 29	'03 20' Gooseneck Trailer	72W TSK	1H9GP202X31176651
TR 30	'84 J-Rod Gooseneck 3 Axle	73W TZT	1JG2243071964213
TR 32	'03 Shopbuilt Trailer	96Y MVK	TR193931
TR 33	1980 Flat Trailer	Z04 668	57568
TR 34	'05 Low Boy Trailer	(token) W31 069	112SD24895L069125
TR 35	'05 25' Gooseneck Utility	59Y MTK	1H9GE252411176458
TR 36	'05 20' Utility Trailer	73Y MTK	1H9UP202651176314
TR 37	'05 20' Gooseneck Utility	51Y MTK	1H9GP202151176315
TR 39	'07 20' Utility Trailer	63Z FVG	1H9UP202071176005
TR 40	'07 30' Gooseneck Trailer	82Z FWB	1H9GN352271176007
TR 41	1978 Utility Trailer	83Y WDM	T10HDB7829
TR 42	2010 25' Gooseneck Trailer	735 82D	5HNGN2523A10000109
DR 1	200-2 Gang System Drill		B-201
DR 2	E-Z Mini Drill Model 65		00E471
DR 3	2 Gang Drill Mdl 210-2SR		H897
DR 4	4 Gang Drill Mdl 214-4SRA		R-2850
FL 3	JCB Forklift	47M 654	SLP506BOVE0579584
FL 4	'98 Ingersoll Rand Forklift		153261
FL 6	Daewoo Forklift G 255-2		12-02624
FL 7	2004 JCB Telescopic Forklift		SLP506C0YE0586419
BL 2	2002 Terex TB60 Boomlift		2630093
BL 3	JLG600S Manlift		38069
SL 4	JLG260 Scissorlift		82422
FL 5	'98 Ingersoll Rand Forklift		152737
FM 2	CMI Bidwell Mdl OF-400		OF78173

Equip Number	Description	License Number	Serial Number
AB 2	Solar Arrowboard	84W RRM	9503B404
AB 6	Solar Arrowboard	21W TXC	09031244
AB 7	Solar Arrowboard	22W TXC	10034246
AB 8	Solar Arrowboard	79W VCW	0404451
AB 9	Solar Arrowboard	76M 262	07065432
AB 11	Solar Arrowboard		10076143
CR 2	22 Ton Hydraulic Crane, Mdl#CN122-22		5E570
CA 5	Crash Attenuator		SS II-1751
CA 6	Crash Attenuator		SS I-1793
CA 7	Crash Attenuator		SS I-1994
CA 8	Crash Attenuator		SS I-2425
CA 10	Crash Attenuator		SSI-2601
LT 1	Allmand Br. L.Tower/Mdl 1000 Light		9801NLP08
LT 2	Allmand Br. L.Tower/Mdl Night-Lite Pro		9810NLP102
LT 3	Allmand Br. L.Tower/Mdl Night-Lite Pro		0774PR002
LT 4	Allmand Br. L.Tower/Mdl Night-Lite Pro		0775PR002
LT 5	Allmand Br. L. Tower/Mdl Night-Lite Pro		0237PR006
LT 6	Allmand Br. L. Tower/Mdl Night-Lite Pro		0486PR006
MB 1	Message Board	75M 585	1P91617165G301317
MB 2	Message Board	75M 586	1P91617185G301318
MB 3	Message Board	09Z FZK	1P91A17166G301196
MB 4	Message Board	08Z FZK	1P91A17177G301216
HP 1	Hydra Platform HP 35/180	61M 434	1H9US33313C196211
HP 2	Hydra Platform HP 32	75M 587	1H9US2634XS196136
HP 3	Hydra Platform	76M 254	1H9US34331C196176
DC 1	'93 Ingersoll Rand Dust Collector	31M 399	237941UGD880
DC 2	'92 ECS 20,000 CFM Dust Collector	31M 392	VA224315TR
RC 1	'95 Ingersoll Rand Portable Recy.	31M 378	226437UDF874
RC 2	'98 Vector Titan Recycler	34M 775	1V9LT4531W1090008
SP 1	'82 Schmidt 6 Ton Sand Pot	31M 372	VA224315TR
SP 2	'92 Key Houston 8 ton Sand Pot	31M 373	96146
SP 3	'94 Schmidt 6 Ton Sand Pot	31M 377	

Equipment List

Page 6

Equip Number	Description	License Number	Serial Number
SP 4	'94 Schmidt 8 Ton Sand Pot	31M 376	160WDTH
TS 1	Traffic Signal		2290-2291

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

Major Completed Projects

- | | |
|--|--|
| <p>1. San Jacinto Street
 \$1,036,000 100% March, 1988
 Owner: The City of Dallas
 Ms. Barbara Reading 214-948-4210</p> | <p>11. Hatcher Street
 \$727,119 100% December, 1990
 Owner: The City of Dallas
 Mr. John Suds 214-948-4869</p> |
| <p>2. City Place Paving
 \$940,000 100% January, 1989
 General Contractor: Tex-Struct, Inc. 214-239-2559</p> | <p>12. Dallas North Tollway - Epoxy Injection of Cracks
 \$70,000 100% January, 1991
 Owner: Texas Turnpike Authority
 Mr. John Griffin 972-522-6200</p> |
| <p>3. ARCO Site Improvements in Plano
 \$1,024,171 100% March, 1989
 Owner: Arco
 Mr. J.D. Dolan 214-754-6663</p> | <p>13. Samuell Blvd.
 \$511,194 100% January, 1991
 Owner: The City of Dallas
 Ms Barbara Reading 214-948-4261</p> |
| <p>4. Bridge Repair - Temple, Texas
 \$59,800 100% April, 1989
 Owner: Texas Department of Transportation
 Mr. James W. Cowen II, P.E. 817-939-3778</p> | <p>14. Bachman Transfer Station - Wall & Floor Repair
 \$30,000 100% January, 1991
 Owner: The City of Dallas
 Mr. Ken Hornbeck 214-948-4210</p> |
| <p>5. Arts District Concert Lights & Site Work
 \$4,275,800 100% September, 1989
 Owner: The City of Dallas
 Ms. Barbara Reading 214-948-4261</p> | <p>15. Maple Avenue
 \$563,292 100% February, 1991
 Owner: The City of Dallas
 Mr. Al Peck 214-948-4250</p> |
| <p>6. Bridge Repairs - Greenville, Texas
 \$123,253 100% December, 1989
 Owner: Texas Department of Transportation
 Mr. J.B. Hutchinson 214-455-2363</p> | <p>16. Allen Street
 \$1,542,156 100% April, 1991
 Owner: The City of Dallas
 Ms. Barbara Reading 214-948-4210</p> |
| <p>7. Dallas Arboretum Entrance
 \$1,024,171 100% April, 1990
 Owner: The City of Dallas
 Mr. Will McCarthy 214-670-4104</p> | <p>17. Bonnie View Ramp
 \$278,462 100% January, 1992
 Owner: Texas Department of Transportation
 Mr. David Phelps 972-225-2387</p> |
| <p>8. Various Bridge Repairs
 \$105,000 100% June, 1990
 Owner: Texas Highway Department
 Mr. Mike Helse 214-320-6203</p> | <p>18. Paving Improvements - Spur 408
 \$463,600 100% January, 1992
 Owner: Texas Department of Transportation
 Mr. David Phelps 972-225-2387</p> |
| <p>9. Dallas Summer Musicals Parking Lot
 \$300,476 100% July, 1990
 Engineer: DeShazo, Starek & Tang, Inc.
 Mr. Paul Tucker 214-748-6740</p> | <p>19. Bridge Repair US 83
 \$305,000 100% January, 1992
 Owner: Texas Department of Transportation
 Mr. Blair Haynie, P.E. 915-676-6930</p> |
| <p>10. Tucson Drive
 \$538,318 100% January, 1992
 Owner: The City of Duncanville
 Mr. Dennis Schwartz 972-780-5015</p> | <p>20. DART Misc. Repairs 1991, 1992, 1993 & 1994
 \$728,767 100% January, 1994
 Owner: Texas Department of Transportation
 Mr. Ron Johnson 214-749-2825</p> |

AIA FORM 305

21. DFW Carousel Roads Repair \$400,000 100% January, 1992 Owner: DFW International Airport Board Mr. Dennis Gardner 972-574-2871	31. Paving Improvements - Park Lane \$785,662 100% January, 1994 Owner: The City of Dallas Mr. Alan Hendrix 214-948-4662
22. Paving Improvements - Independence Parkway \$406,839 100% November, 1992 Owner: The City of Plano Mr. Allen Upchurch 972-578-7152	32. Main Street - Dallas City Center \$6,742,369 100% March, 1994 Owner: The City of Dallas Ms. Barbara Reading 214-948-4261
23. Doctors Center Garage Repair \$32,500 100% November, 1992 Owner: Spring Valley Construction Mr. Danny Copeland 972-391-8600	33. Danville Drive \$402,908 100% March, 1998 Owner: The City of Dallas Mr. Ali Malekoulfi 214-948-4013
24. US 183 \$807,072 100% February, 1993 Owner: Texas Department of Transportation Mr. Curtis Opperman, P.E. 214-320-6100	34. Alaska Drive \$372,930 100% Owner: The City of Dallas Mr. Frank Benes 214-948-4618
25. Paving Improvements - US 289 \$480,786 100% March, 1993 Owner: Texas Department of Transportation Mr. Jim Barnes 214-320-6100	35. Flora and Crockett Streets \$128,620 100% March, 1994 Owner: The City of Dallas Mr. Ron Crippens 214-948-4269
26. Paving Improvements - Ward Road \$314,662 100% March, 1993 Owner: The City of Midlothian Mr. Duane Hill 214-299-5134	36. Keller Springs Road \$257,826 100% The Town of Addison Mr. David Nighswonger 972-450-2879
27. Bridge Repairs - Fannin County \$242,546 100% April, 1993 Owner: Texas Department of Transportation Mr. Glen Daniel 903-583-9521	37. San Rafael Drive \$619,913 100% June, 1994 Owner: The City of Dallas Mr. Steve Parker 214-948-4666
28. Grand Prix / Reunion \$649,705 100% October, 1993 Owner: The City of Dallas Mr. Denish Villa 214-948-4666	38. Love Field Taxiway "A" Repairs \$779,872 100% June, 1994 Owner: The City of Dallas Mr. Ali Malekoulfi 214-948-4013
29. Bridge Repair - SH199 / Tarrant County \$568,967 100% December, 1993 Owner: Texas Department of Transportation Mr. Ron Newman 817-370-6636	39. Empire Central Building - 7701 Stemmons Frwy. \$266,974 100% June, 1994 Owner: Vantage Engineering & Construction Mr. Hal Ferguson 972-689-4295
30. Highway FM 2590 \$390,478 100% April, 1996 Owner: Texas Department of Transportation Mr. Don Day 806-356-3200	40. Addison Circle - Public Infrastructure / Phase I \$3,517,664 100% September, 1997 Owner: The Town of Addison Mr. David Nighswonger 972-450-7091

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

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| <p>41. Marsh Lane & Valley View intersection Improvements
 \$276,054 100% June, 1996
 Owner: The City of Farmers Branch
 Mr. Mehran Dadgostar</p> | <p>51. International Center III / Centex
 \$27,661 100% September, 1997
 General Contractor: Broce Construction
 Van Armstrong 405-321-1076</p> |
| <p>42. IH 345 @ Good Latimer
 \$238,515 100% September, 1996
 Owner: Texas Department of Transportation
 Mr. Bill Hale 972-225-2387</p> | <p>52. US 75 Pavement Repair
 \$172,462 100% October, 1997
 Owner: Texas Department of Transportation
 Royce Godwin 214-320-6100</p> |
| <p>43. SH 360 at Park Row
 \$420,952 100% October, 1996
 Owner: Texas Department of Transportation
 Mr. Harvey Opperman 817-370-6638</p> | <p>53. SH310 Fiberglass
 \$176,764 100% January, 1998
 Owner: Texas Department of Transportation
 Bill Hale 972-225-2387</p> |
| <p>44. Rochelle/O'Connor
 \$697,710 100% November, 1996
 Owner: The City of Irving
 Mr. Jack Angel 972-721-2611</p> | <p>54. Texas Scottish Rite Hospital Site Work & Utility Vault
 \$473,390 100% February, 1998
 General Contractor: HCBECK
 Mr. Ron Ohm 214-559-7409</p> |
| <p>45. Floyd Road Improvements/T.I. DMOS 5 - Phase II
 \$473,350 100% April, 1997
 Owner: Texas Instruments</p> | <p>55. Texas Scottish Rite Hospital Helistop
 \$73,390 100% February, 1998
 General Contractor: HCBECK
 Mr. Ron Ohm 214-559-7409</p> |
| <p>46. Railroad Crossing Improvements / 10th St & F Ave.
 \$96,182 100% April, 1997
 Owner: The City of Plano
 Mr. Alan Upchurch 972-461-7000</p> | <p>56. FM 2499 / Thurman
 \$101,373 100% February, 1998
 Owner: Glen Thurman, Inc.
 Gary Maynor 972-286-6333</p> |
| <p>47. Bearing Pad Replacement - SH199 @ Brand Road
 \$576,100 100% April, 1997
 Owner: Texas Department of Transportation
 Mr. Patrick Ellis 214-320-6240</p> | <p>57. SH121 Pavement Repairs
 \$224,106 100% March, 1998
 Owner: Texas Department of Transportation
 Keith Nabors 214-320-6100</p> |
| <p>48. Alternate Routes Group V
 \$791,529 100% June, 1997
 Owner: The City of Dallas
 Mr. David White 214-948-4266</p> | <p>58. Waco Bridge Repair
 \$107,430 100% March, 1998
 Owner: NG Painting
 Rebecca Gramatikakis 830-257-5940</p> |
| <p>49. Conway Truck Yard
 \$465,000 100% September, 1997
 Engineer: Mr. Wendell Gardner 214-631-8253</p> | <p>59. Cooper Dam Bridge
 \$119,715 100% May, 1998
 Owner: US Army Corps of Engineers
 Viet Nguyen 972-264-0291</p> |
| <p>50. Grand Prairie Airport
 \$305,381 100% June, 1998
 Owner: Adjutant General Department
 Ghanzi A. Dakik 512-465-5001</p> | <p>60. Texas Scottish Rite Hospital East Garage Repairs
 \$729,182 100% November, 1998
 General Contractor: HCBECK
 Jeremy Manning 214-559-7409</p> |

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

61. Loop 288 / Denton Co. \$97,202 100% July, 1998 Owner: Texas Department of Transportation Claud Elsom 940-387-1414	71. SH 51 Joints / Broce Construction / ODOT \$20,572 100% November, 1998 General Contractor: Broce Construction Van Armstrong 405-321-1076
62. Preston / Beltline \$228,243 100% August, 1998 Owner: City of Dallas Syed Muntajubuddin 972-948-4660	72. Califield Road /Wichita Falls, Texas \$514,400 100% December, 1998 Owner: Texas Department of Transportation John Barton 940-720-7700
63. FM 423 Turn Lanes \$108,914 100% August, 1998 Owner: Texas Department of Transportation Claud Elsom 940-387-1414	73. Marsh & Valley View \$101,289 100% December, 1998 Owner: City of Farmers Branch David Nighswonger 972-247-3131
64. Clark Street \$1,139,624 100% August, 1998 Owner: The City of Dallas Mr. Denish Valia 214-948-4207	74. SH 74 / McClain County \$271,700 100% December, 1998 Owner: Oklahoma Department of Transportation George Raymond 405-527-5569
65. Federal Reserve Bank Parking Lot \$394,276 100% September, 1998 Owner: Federal Reserve Bank of Dallas Larry Flowers 214-922-6970	75. Lancaster Avenue \$233,864 100% December, 1998 Owner: Eby Construction D. Pat Pace 817-361-0711
66. Old Alton Bridge Road \$115,957 100% September, 1998 Owner: Binkley & Barfield Fred Balster 972-788-2195	76. US 75 / Collin Co. \$236,019 100% January, 1999 Owner: Texas Department of Transportation Bill Iovely 214-310-6100
67. Spring Valley Paving Improvements \$422,872 100% October, 1998 Owner: City of Farmers Branch David Nighswonger 972-247-3131	77. DFW Airport Runway Repairs \$1,800,308 100% June, 1999 Owner: DFW Airport Martin Johnson 972-574-6000
68. SH 33 Logan Co. \$309,100 100% November, 1998 Owner: Daco Construction Richard Jiminez 918-266-1595	78. Akard Walk \$315,662 100% June, 1999 Owner: City of Dallas Milton Brooks 214-948-4250
69. IH 20 / Kaufman \$93,936 100% November, 1998 Owner: M. Hanna Construction Co. Sydney M. Richey	79. IH 244 Tulsa / Jensen / ODOT \$104,025 100% July, 1999 General Contractor: Jensen Construction Carol Wogoman 918-245-6691
70. DFW Airport Structure Repairs \$342,437 100% July, 1999 Owner: DFW Airport Joe Lovelady 972-574-6000	80. IH 35 @ 12th Street / ODOT \$41,374 100% October, 1999 Owner: Quapaw Co. 405-377-9240

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

<p>81. SH 121 / Brown & Root \$60,965 100% August, 1999 General Contractor: Brown & Root Oscar J. Gutierrez 936-637-3994</p>	<p>91. SH 56 Repairs \$54,501 100% October, 1999 Owner: Oklahoma Department of Transportation Terry Shreve 405-257-3325</p>
<p>82. Holford Road \$122,193 100% August, 1999 Owner: City of Garland William Heinze 972-205-2170</p>	<p>92. Preston Meadow \$618,169 100% October, 1999 Owner: City of Plano Gentry Strickland 972-941-7152</p>
<p>83. SH 114 @ US 377 \$134,637 100% August, 1999 Owner: Texas Department of Transportation Claud Eisom, P.E. 940-387-1324</p>	<p>93. SH 51/Quapaw Co. \$19,117 100% October, 1999 Owner: Quapaw Co. 405-377-9240</p>
<p>84. Plano Sidewalk Improvements \$109,488 100% September, 1999 Owner: City of Plano Ed Smith 972-461-7000</p>	<p>94. IH 635 @ McArthur / TxDOT \$462,580 100% November, 1999 Owner: Texas Department of Transportation Pete Garza 214-320-6100</p>
<p>85. Love Field Parking Garage \$43,000 100% September, 1999 Owner: City of Dallas Thom Oswald 214-670-6144</p>	<p>95. FM 148 / TxDOT \$133,000 100% December, 1999 Owner: Texas Department of Transportation Jan Heady, P.E. 972-962-3617</p>
<p>86. Conway Truck Yard \$644,650 100% September, 1999 Owner: Gardner Associates Paul Friedlander 214-631-8351</p>	<p>96. IH 20 Repairs / Hanna Construction / TxDOT \$93,936 100% February, 2000 General Contractor: Hanna Construction Sid Richey 903-885-6772</p>
<p>87. IH 30 / Rockwall \$469,135 100% September, 1999 Owner: Texas Department of Transportation Jamle Nash 972-320-6240</p>	<p>97. 8700 Stemmons Garage Repairs \$100,744 100% February, 2000 Owner: Spire Reality Group Leslie Stone 214-631-8700</p>
<p>88. FM 3040 / TxDOT \$283,238 100% September, 1999 Owner: Texas Department of Transportation Keith Nabors 940-387-1324</p>	<p>98. SH 310 / M Hanna Construction \$57,161 100% February, 2000 General Contractor: Hanna Construction Sid Richey 903-885-6772</p>
<p>89. SH 78 \$562,288 100% September, 1999 Owner: Texas Department of Transportation Larry Tegtmeyer 214-320-6100</p>	<p>99. Hubbard Creek Repairs \$275,560 100% March, 2000 Owner: West Central Texas Water District Brian Colthrop 817-429-1900</p>
<p>90. US 83 @ SH 121 / TxDOT \$43,000 100% April, 2000 Owner: Texas Department of Transportation Keith Nabors 940-387-1324</p>	<p>100. Mary Street \$103,520 100% August, 2000 Owner: City of Dallas Sirka Bahta 214-948-4156</p>

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

<p>101. US 80 @ Galloway \$37,400 100% April, 2000 Owner: Texas Department of Transportation Paul Williams, P.E. 214-320-6100</p>	<p>111. Chateau Ave. \$222,553 100% August, 2000 Owner: City of Dallas Syed Muntajibuddin 214-948-4520</p>
<p>102. IH 635 @ Oates / TxDOT \$150,233 100% April, 2000 Owner: Texas Department of Transportation Paul Williams, P.E. 214-320-6100</p>	<p>112. SH 7 @ Guy Sandy Creek \$90,881 100% August, 2000 Owner: Oklahoma Department of Transportation Mark Zishka 580-223-1351</p>
<p>103. IH 45 @ Calhoun / TxDOT \$42,500 100% May, 2000 owner: Texas Department of Transportation Darwin Meyers 214-320-6100</p>	<p>113. IH 40@ County Road & IH 40 / ODOT \$12,368 100% August, 2000 Owner: Oklahoma Department of Transportation David Belk, P.E. 918-687-5407</p>
<p>104. McCommas Bluff Landfill \$544,491 100% June, 2000 Owner: City of Dallas Sirka Bahta 214-948-4520</p>	<p>114. Misc. Paving Repairs \$103,000 100% August, 2000 Owner: Town of Addison Tammy Franks 972-450-5190</p>
<p>105. Loop 560 @ Ten Mile Creek \$199,000 100% June, 2000 Owner: Texas Department of Transportation Gary Bailey 972-255-2387</p>	<p>115. SH 18 over Arkansas River / ODOT \$684,482 100% August, 2000 Owner: Oklahoma Department of Transportation Bruce Arnold 918-245-9531</p>
<p>106. IH 10 @ SH 29 / TxDOT / Cherokee Bridge \$9,576 100% June, 2000 General Contractor: Cherokee Bridge & Road, Inc. Harold Dean Martin 915-446-3710</p>	<p>116. SH 5 @ Beaver Creek / ODOT \$18,790 100% August, 2000 Owner: Oklahoma Department of Transportation Jerry Harwell, P.E. 580-255-7609</p>
<p>107. IH 244 / Tulsa / ODOT \$293,815 100% July, 2000 Owner: Oklahoma Department of Transportation Mark J Williams, P.E. 918-832-0383</p>	<p>117. Hall Street \$1,756,480 100% September, 2000 Owner: City of Dallas Leong Lim 214-948-4263</p>
<p>108. IH 44 @ Drexel / ODOT \$62,600 100% July, 2000 Owner: Oklahoma Department of Transportation Derek Jackson 405-636-4044</p>	<p>118. IH 40 @ US 64 / ODOT \$128,100 100% October, 2000 Owner: Oklahoma Department of Transportation David Belk, P.E. 918-687-5407</p>
<p>109. Market Center Blvd. \$859,313 100% August, 2000 Owner: City of Dallas Milton Brooks 214-948-4250</p>	<p>119. SH 99 @ Mill Creek / ODOT \$64,200 100% November, 2000 Owner: Oklahoma Department of Transportation Ron Brown 580-332-2094</p>
<p>110. Harbor Bridge Repairs / TxDOT \$1,088,352 100% June, 2001 Owner: Texas Department of Transportation Ruben Schultz 361-808-2287</p>	<p>120. Three Intersection Improvements \$356,775 100% September, 2001 Owner: City of Plano Olin Schiffman 972-941-7152</p>

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

<p>121. The Park @ Farmers Market \$1,786,085 100% March, 2001 Owner: City of Dallas Denish Valia 214-948-4207</p>	<p>131. IH 40 @ Airport Rd / ODOT \$14,500 100% October, 2001 Owner: Oklahoma Department of Transportation Randy Greer 580-323-0702</p>
<p>122. SH 26 @Pleasant Run /TxDOT \$751,459 100% March, 2002 Owner: Texas Department of Transportation Mark Schluter 817-237-2712</p>	<p>132. Edgemere Paving/Adres Construction/City of Dallas \$135,160 100% October, 2001 Owner: City of Dallas James Musselwhite 214-521-2118</p>
<p>123. Addison Circle \$961,267 100% April, 2001 Owner: Post Properties Mike Robbins 972-726-0560</p>	<p>133. Depot Museum Foundation Rehabilitation \$27,000 100% October, 2001 Owner: City of Garland Carol Moody 972-205-2415</p>
<p>124. Davis Bishop Area Improvements \$2,424,071 100% May, 2001 Owner: City of Dallas Mufid Abdulqader 214-948-4200</p>	<p>134. SH 9 @ Wewonka Creek /ODOT \$14,500 100% October, 2001 Owner: Oklahoma Department of Transportation J.R. Jackson 405-257-3325</p>
<p>125. McKinney Ave. \$4,756,593 100% June, 2001 Owner: City of Dallas Steve Scheil 214-948-4200</p>	<p>135. Athena Garage Repairs \$163,400 100% January, 2002 Owner: Athena Condo Tammy Favors 214-363-9843</p>
<p>126. Hampton & Westmoreland Improvements \$1,730,232 100% June, 2001 Owner: City of Dallas Mufid Abdulqader 214-948-4200</p>	<p>136. US 59 @ Loop 287 \$60,000 100% January, 2002 Owner: Texas Department of Transportation Cheryl Flood 936-634-4433</p>
<p>127. SH 289 Intersections / TxDOT \$1,088,352 100% June, 2001 Owner: Texas Department of Transportation Bill Lovil 972-542-2345</p>	<p>137. US 75 Pavement Repairs \$67,118 100% February, 2002 Owner: Texas Department of Transportation Bill Lovil 972-542-2345</p>
<p>128. 1420 Mockingbird Garage Repairs \$92,422 100% August, 2001 Owner: Corporate USA Mike Hennefer 732-727-3300</p>	<p>138. US 290 @ Westgate \$43,200 100% February, 2002 Owner: Texas Department of Transportation Leslie Miller 512-832-7000</p>
<p>129. Chinn Chapel Road Bridge Repairs \$20,560 100% September, 2001 Owner: Town of Copper Canyon Joe Chiles 214-232-9229</p>	<p>139. Deep Ellum Connector \$425,535 100% February, 2002 Owner: City of Dallas Johnny Waddle 214-948-4277</p>
<p>130. US 75 @ US 380 \$138,315 100% February, 2002 Owner: Texas Department of Transportation William Lovil 214-320-6100</p>	<p>140. SH342 / Corinth Street \$46,560 100% September, 2002 Owner: TxDOT/APAC Charlie Daniels 214-741-3531</p>

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

141. Chalk Hill Rd. \$668,882 100% March, 2002 Owner: City of Dallas Bill Morris 214-948-4020	151. Repair Four Bridges \$357,500 100% September, 2002 Owner: City of Fort Worth Don McChesney 817-392-7901
142. SH 356 @ Loop 12 \$562,000 100% April, 2002 Owner: Texas Department of Transportation Larry D. Tegtmeyer 972-479-9747	152. IH35 @ Loop 340/VMS \$16,190 100% September, 2002 Owner: VMS, Inc. Amy Burlarley-Hyland 254-666-5170
143. M.I.S.D. Communication Tower \$592,597 100% June, 2002 Owner: Mesquite I.S.D. Brian LaFoy 214-739-4741	153. Gibbons Paving \$20,637 100% September, 2002 Owner: City of Dallas Sophia Harvey 214-948-4290
144. Riverside Drive Paving & Drainage Improvements \$804,747 100% July, 2002 Owner: City of Dallas Maria Betancourt 214-948-4200	154. IH30 @ Loop 12 \$41,500 100% March, 2004 Owner: Texas Department of Transportation Larry Tegtmeyer 214-320-6100
145. Rosedale Channel Repairs \$131,600 100% July, 2002 Owner: City of Fort Worth Steven Eubanks 817-871-7100	155. US283 Dense Concrete Overlay \$181,000 100% October, 2002 Owner: Texas Department of Transportation Gary Stevens 915-676-6931
146. US 75 CTB Repair \$37,539 100% July, 2002 Owner: Texas Department of Transportation Melvin Harris 214-320-6100	156. SH 183 @ Esters Rd \$23,600 100% October, 2002 Owner: Texas Department of Transportation Greg Klatt 972-313-0733
147. US77 @ Little River \$14,808 100% July, 2002 Owner: Texas Department of Transportation John Parsons 979-279-5376	157. State Thomas Paving & Drainage Improvements \$1,443,212 100% November, 2002 Owner: City of Dallas Johnny Waddle 214-948-4200
148. McKinney Rip Rap \$15,455 100% July, 2002 Owner: City of McKinney Timothy White 972-562-6080	158. Catholic Church - Arlington \$80,000 100% November, 2002 Owner: DeMoss Company Michael Stewart 817-920-9990
149. Fall Protection - Waco Dam \$100,000 100% August, 2002 Owner: Corps of Engineers Ernie Waugh 817-886-1087	159. US 75 @ Rowlett Creek \$79,600 100% December, 2002 Owner: Texas Department of Transportation William Lovil 214-620-6100
150. IH40 Dense Concrete \$86,500 100% December, 2002 Owner: William Bros. Construction Co., Inc.	160. Lakes of Coppell \$63,000 100% April, 2003 Owner: NDMCE Brad Rusk 214-739-4741

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

161. IH 10 Joint \$178,567 100% January, 2003 Owner: Texas Department of Transportation Joe A. Rodriguez 915-332-0501	171. US 75 @ Woodall Rodgers \$36,101 100% April, 2003 Owner: United Rentals Highway Technologies Melissa Hubbard 817-595-8885
162. IH20 @ SH64 \$12,800 100% February, 2003 Owner: Dult Construction Co., Inc. Mike Lipps 405-340-6026	172. FM 1673 over US 84 \$31,005 100% April, 2003 Owner: Texas Department of Transportation Mike Molter 915-673-3761
163. US75 CTB's #2 \$28,427 100% February, 2003 Owner: Texas Department of Transportation Melvin Harris 214-620-9300	173. IH40 @ SH70 & SH 273 \$41,145 100% April, 2003 Owner: Texas Department of Transportation Randal Patterson 806-356-3200
164. 1700 Pacific Repairs \$54,775 100% March, 2003 Owner: Trammell Crow Co. Scott Bushor 214-855-3710	174. Millenium Garage II \$99,729 100% May, 2003 Owner: Carl Walker, Inc. David Kapalko 972-458-9855
165. IH30 @ SH 34/Greenville \$100,481 100% March, 2003 Owner: Texas Department of Transportation Jan Barnes 903-737-9300	175. US287 over US 70 \$24,400 100% June, 2003 Owner: Texas Department of Transportation Brady L. Woolsey 940-720-7700
166. 1420 Mockingbird #3 \$492,422 100% March, 2003 Owner: Corporate USA Real Estate Service Inc. Mike Hennefer 214-688-1116	176. Tollway Barrier Wall \$57,490 100% June, 2003 Owner: North Texas Tollway Authority Patrick Wilson 214-461-2000
167. Two Memorial Plaza \$9,237 100% March, 2003 Owner: Metro National Corp. Danny Rodriguez 713-468-4928	177. US75 @ Eldorado Pkwy \$6,900 100% June, 2003 Owner: Texas Department of Transportation William C. Lovil Jr. 214-302-6100
168. IH 35 @ Belt Line & RR \$40,300 100% March, 2003 Owner: Champagne Webber Inc. Carl Kortez 281-987-8787	178. Varlous Bridge Repair \$424,688 100% July, 2003 Owner: Texas Department of Transportation Bill Nelson 970-627-5353
169. Worthington Corners \$713,780 100% April, 2003 Owner: City of Dallas Johnny Waddle 214-948-4277	179. IH 35 @ FM 3040 \$22,250 100% July, 2003 Owner: Texas Department of Transportation Gary Charlton 214-320-6100
170. 12" Water Line Improvements \$186,945 100% July, 2003 Owner: Fairfield Development, L.P. Scott St. Clair 817-816-9400	180. Pallsades Central II \$24,358 100% October, 2003 Owner: Crescent Real Estate Jack Gardner 214-880-4545

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

<p>181. IH 37 @ 3 Bridges \$4,400 100% July, 2003 Owner: Texas Department of Transportation Martin Horst 361-808-2500</p>	<p>191. BU 77L Spall Repairs \$156,400 100% October, 2003 Owner: Texas Department of Transportation Micheal Heise 254-867-2700</p>
<p>182. IH30 @ Red River \$642-835 100% September, 2003 Owner: Texas Department of Transportation Bill Nelson 970-627-5353</p>	<p>192. IH40 Concrete Patching \$36,200 100% October, 2003 Owner: TxDOT Reece Construction Mary Reece 785-335-2269</p>
<p>183. ADA Modifications \$15,588 100% September, 2003 Owner: Crescent Real Estate Jack Gardner 214-880-4545</p>	<p>193. FM525 Bearing Pads \$147,560 100% November, 2003 Owner: Texas Department of Transportation Travis Turner 713-802-5000</p>
<p>184. IH 40 over IH 44 Bridge Repairs \$400,792 100% September, 2003 Owner: Oklahoma Department of Transportation Tom Hubbard 405-475-2860</p>	<p>194. IH 20 Joints (US377) \$931,410 100% November, 2003 Owner: TXDOT/Peachtree Construction, LTD. Barry Clark 817-497-5470</p>
<p>185. SH32 Pile Repair \$33,750 100% September, 2003 Owner: Oklahoma Department of Transportation Mark Zishka 580-223-1351</p>	<p>195. Hanger Lowe Road Repair \$33,460 100% November, 2003 Owner: City of Grand Prairie Ronnie Bates 972-237-8525</p>
<p>186. Oak Grove Road Improvements \$833,087 100% October, 2003 Owner: City of Dallas Johnny Waddle 214-948-4277</p>	<p>196. IH 35 @ SH 9 Bridge Repairs \$23,350 100% November, 2003 Owner: Oklahoma Department of Transportation Alan Curtis 405-527-5569</p>
<p>187. DFW Rehab Airfield Pavements FY01 \$3,927,327 100% October, 2003 Owner: DFW Airport Greg Bick 972-574-5944</p>	<p>197. IH 35 Joints \$52,253 100% November, 2003 Owner: Texas Department of Transportation/AB&R Ken Davis 512-835-1608</p>
<p>188. IH 40 @ Conway Joints \$295,793 100% October, 2003 Owner: AHTD/Gilbert Central Corp. Eric Thoendal 402-734-9231</p>	<p>198. SH 10 @ Elk River Bridge Repair \$149,038 100% November, 2003 Owner: Oklahoma Department of Transportation Tim Bray 918-266-1160</p>
<p>189. Fountain Place \$65,694 100% October, 2003 Owner: Crescent Real Estate Funding Jack Gardner 214-880-4545</p>	<p>199. SP 557 Concrete Patching \$152,600 100% November, 2003 Owner: TxDOT/Peachtree Construction Barry Clark 817-498-4329</p>
<p>190. US 87 @ NE 24th \$45,000 100% November, 2003 Owner: Texas Department of Transportation Mike Taylor 806-356-3200</p>	<p>200. SH 58 / SH 32 / US 281 / IH 35 / US 77 \$292,832 100% January, 2004 Owner: Oklahoma Department of Transportation Mark Zishka 580-223-1351</p>

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

201. IH 40 near Okemah Repairs \$96,600 100% November, 2003 Owner: ODOT / Plains Bridge Darron Bond 405-354-8833	211. City Place Duct Bank \$39,665 100% February, 2004 Owner: Tribble & Stephens 713-465-8550
202. US 271 / Tyler \$1,419,743 100% December, 2003 Owner: Texas Department of Transportation Randall Redmond 903-510-9100	212. IH 35 / US 81 / US 71 / SH 3 \$220,200 100% February, 2004 Owner: Oklahoma Department of Transportation James Watson 580-234-3223
203. IH 35 W. Joints \$931,410 100% December, 2003 Owner: TxDOT/Peachtree Construction Barry Clark 817-497-5470	213. Bridge 225.6 over FM 817 Repairs \$17,500 100% February, 2004 Owner: Burlington Santa Fe Nelson Bynum 254-771-4680
204. US 75 CTB Repairs \$43,388 100% December, 2003 Owner: Texas Department of Transportation Kelly Selman 972-542-2345	214. IH 55 @ Exit 1 Bridge Repair \$54,070 100% March, 2004 Owner: AHTD /Gilbert Central Corp. Jeff Adams 501-569-2000
205. US 67 @ IH 20 Bearing Pads \$17,500 100% December, 2003 Owner: VMS/TxDOT Marlon Holzbach 972-224-0201	215. Farmers Market II \$617,071 100% March, 2004 Owner: City of Dallas Johnny Waddle 214-948-4277
206. SH 19 / SH 99 / SH 18 Bridge Repairs \$132,536 100% December, 2003 Owner: Oklahoma Department of Transportation Alan Curtis 405-527-5569	216. SH 158 @ US 385 \$166,565 100% March, 2004 Owner: TxDOT / Price Construction Hector Leal 432-267-1691
207. US 75 Repairs \$42,388 100% December, 2003 Owner: Texas Department of Transportation Melvin Harris 972-542-2461	217. Various Bridge Repair #3 \$548,945 100% March, 2004 Owner: City of Fort Worth Julie Westerman 817-892-7913
208. US 80 & US 175 \$33,725 100% December, 2003 Owner: TxDOT / APAC Klrk Morris 214-741-3531	218. SH 74 @ Deer Creek Bridge Repairs \$47,540 100% December, 2003 Owner: Oklahoma Department of Transportation Tom Hubbard 405-475-2860
209. Loop 12 Trinity River Repair \$86,900 100% December, 2003 Owner: Texas Department of Transportation Pete Garza 972-579-9747	219. Loop 289 Bridge Painting \$111,200 100% March, 2004 Owner: TxDOT/SCR Steve Roberts 214-238-8204
210. IH 30 @ IH 45 Column Repairs \$427,630 100% May, 2004 Owner: Texas Department of Transportation Gary Moonshower 972-225-2387	220. IH 20 Bearing Pad Replacement \$24,300 100% June, 2004 Owner: TxDOT/VMS Marlon Holzbach 972-224-0201

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

221. IH 820 / IH 20 / IH 30 Bridge Repairs				231. SH 161 @ SH 183 Joints			
\$104,460	100%	May, 2004		\$32,530	100%	June, 2004	
Owner:	Texas Department of Transportation			Owner:	Texas Department of Transportation		
	Mike Looney	817-370-6500			Pete Garza	972-579-9747	
222. US 83 & US 281				232. US 175 Bridge Painting			
\$13,950	100%	May, 2004		\$79,209	100%	June, 2004	
Owner:	Texas Department of Transportation			Owner:	Texas Department of Transportation		
	Debra Parr	956-702-6250			Vernon Webb	903-675-4196	
223. US 287 Bridge Painting				233. US 80 @ SH 352 Bridge Repair			
\$116,500	100%	May, 2004		\$17,000	100%	June, 2004	
Owner:	TxDOT/ Austin Bridge & Road L.P.			Owner:	Texas Department of Transportation		
		972-241-0699			Russell Walker	214-320-6100	
224. IH 35 @ Brazos Joints				234. SH 54 over Calvary Creek Bridge Repairs			
\$61,140	100%	May, 2004		\$47,870	100%	June, 2004	
Owner:	TxDOT/VMS			Owner:	Oklahoma Department of Transportation		
	Tom Ferguson	254-666-5170			Randall Greer	580-323-0702	
225. DGNO Railroad @ SH 66 Bridge Painting				235. SH 54 Horse & Deer Creek Bridge Repairs			
\$91,480	100%	May, 2004		\$171,118	100%	June, 2004	
Owner:	City of Garland			Owner:	Oklahoma Department of Transportation		
	David Schlutz	972-205-2000			Randall Greer	580-323-0702	
226. Bridge Joint Repairs				236. President George Bush Turnpike Joint Sealing			
\$116,781	100%	May, 2004		\$27,936	100%	June, 2004	
Owner:	Arkansas Highway & Transportation Dept.			Owner:	NTTA/Roy Jorgensen Assoc.		
	Steven Frisbee	870-779-1957			Bruce Sampson	972-732-1711	
227. IH 10 / 3 Bridge Repairs				237. US 277 @ Cedar Creek Bridge Repair			
\$608,505	100%	June, 2004		\$227,535	100%	July, 2004	
Owner:	Texas Department of Transportation			Owner:	Texas Department of Transportation		
	James Ivey	979-988-8333			Alan Hufstutler	915-676-6800	
228. US 169 @ IH 244 Bridge Repairs				238. SH 16 @ Nueces River Bridge Repairs			
\$702,759	100%	June, 2004		\$222,830	100%	July, 2004	
Owner:	Oklahoma Department of Transportation			Owner:	Texas Department of Transportation		
	Matt Moshiri	918-836-7116			Ken Davenport	830-569-2584	
229. IH 10 @ Pyke Bridge Repairs				239. IH 20 Finger Joint Repair			
\$10,000	100%	March, 2004		\$19,201	100%	June, 2004	
Owner:	Texas Department of Transportation			Owner:	TxDOT/VMS		
	Carl O'Neal	361-293-4300			Marlon Holzbach	972-224-0201	
230. SH 22 @ Rock Creek Bridge Repairs				240. Beltline @ MacArthur Paving			
\$35,801	100%	August, 2004		\$115,829	100%	March, 2005	
Owner:	Oklahoma Department of Transportation			Owner:	Texas Department of Transportation		
	Tony Keefer	580-532-2094			Pete Garza	972-479-9747	

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

261. **IH 35 Header Joints**
 \$130,672 100% September, 2005
 Owner: TxDOT/APAC
 Steve McConathy 214-741-3531

271. **Division VII 40 Bridge & Joint Repairs**
 \$64,045 100% January, 2005
 Owner: Oklahoma Department of Transportation
 Randall Greer 580-323-0702

262. **US 62/SH 19/I 44/US 77/SH 32 Repairs**
 \$465,610 100% August, 2005
 Owner: Oklahoma Department of Transportation
 Jerry Harwell 580-255-7609

272. **SH 123 @ Seguin Bridge Repairs**
 \$104,960 100% January, 2006
 Owner: TxDOT/Hunter Industries
 Carter 512-385-9292

263. **DFW Terminal C Ramp Repairs**
 \$387,716 100% January, 2005
 Owner: DFW International Airport
 Kevin Sewell 972-574-8146

273. **SH 151 @ Keystone Dam #2**
 \$544,795 100% July, 2005
 Owner: Oklahoma Department of Transportation
 Mark Williams 918-245-9531

264. **US 75 CTBs Patching**
 \$93,888 100% February, 2005
 Owner: Texas Department of Transportation
 Melvin Harris 972-542-2461

274. **SH 1 @ Gaines Creek**
 \$113,200 100% November, 2004
 Owner: Oklahoma Department of Transportation
 Anthony Echelle 918-423-5443

265. **Retaining Walls Repair**
 \$141,140 100% January, 2005
 Owner: Lakes of Coppell/Nathan Maier
 Bryan LaFoy 214-739-4741

275. **SH 99 Over SH 3 & Creek/Joints**
 \$18,792 100% November, 2004
 Owner: Oklahoma Department of Transportation
 Tony Keffer 580-332-2094

266. **BU 77L Spall Repairs #2 Pavement Repairs**
 \$2,505,251 100% July, 2005
 Owner: Texas Department of Transportation
 John Jasek 254-772-2890

276. **SH 266 over US 169**
 \$14,550 100% November, 2004
 Owner: Oklahoma Department of Transportation
 Matt Moshiri

267. **US 69 @ River Rd Bridge Repair**
 \$109,045 100% January, 2005
 Owner: Oklahoma Department of Transportation
 Terry Eldridge 580-795-3675

277. **IH 40 @ FM 1574 Beam Repair**
 \$150,500 100% July, 2005
 Owner: Texas Department of Transportation/Childress
 Darwin Lankford 940-937-2571

268. **BI 20E @ Grandview Bridge Repair**
 \$188,005 100% March, 2005
 Owner: Texas Department of Transportation
 Dan Dalager 432-498-4771

278. **US 24 Beam Straightening**
 \$31,768 100% May, 2005
 Owner: Kansas Department of Transportation/Topeka
 Todd Hashemi 785-296-3986

269. **Silver Creek Rd. Bridge Repair & Repainting**
 \$62,902 100% April, 2005
 Owner: City of Fort Worth
 Julie Westerman 817-392-6329

279. **Bridge Evaluation & Repair**
 \$95,900 100% August, 2005
 Owner: King Ranch
 Gary Don 361-592-6412

270. **US 67 Concrete Pull & Pour**
 \$183,460 100% December, 2005
 Owner: TxDOT/APAC
 Kirk Morris 214-741-3531

280. **Bricktown/Walnut Ave. Bridge Painting**
 \$86,606 100% March, 2005
 Owner: Allen Con./Oklahoma City
 405-677-4450

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

281. IH 35E Pull & Pour, Hdr, Jts & Repairs \$308,208 100% September, 2005 Owner: TxDOT/Austin Bridge & Road Jerry Barnes 214-596-7300	291. Tulsa Civic Center Garage Repairs \$112,054 100% July, 2005 Owner: City of Tulsa Priscilla Brown 918-596-9249
282. Beltline Road Pavement Repairs \$12,250 100% December, 2004 Owner: TxDOT/APAC Kirk Morris 214-741-3531	292. IH 10 Replace Armor Joints \$433,950 100% August, 2005 Owner: TxDOT/Beaumont Duane Browning 409-924-6521
283. Harry Hines @ Motor & Wycliff Pavement Repairs \$116,281 100% June, 2005 Owner: Texas Department of Transportation David Lott 214-320-4400	293. 125 E John Carpenter Frewy ADA Handrails \$15,600 100% August, 2005 Owner: Crescent Real Estate Robert Knechel 214-634-2777
284. Randall Ave. over IH 40 Bridge Repair and Repainting \$81,221 100% April, 2005 Owner: Oklahoma Department of Transportation Randall Greer 580-323-0702	294. Carrollton Bridge Clean & Paint Bridge Handrails \$263,266 100% January, 2006 Owner: City of Carrollton Danny Stevens 972-466-3425
285. 127th St. over IH 35 Epoxy Overlay \$27,124 100% August, 2005 Owner: Dondlinger & Sons/KDOT Dustin Nutsch 361-945-0555	295. SH 105 @ Bryan River Realign Shoes \$18,600 100% July, 2005 Owner: TxDOT/Bryan Karl Nelson 972-778-6233
286. FM 55 Bridge Demolition \$99,500 100% February, 2005 Owner: Texas Department of Transportation Bill Pierce 972-938-1570	296. SH 6 Brazos County Joint Repair \$222,439 100% November, 2005 Owner: TxDOT/Bryan Karl Nelson 972-778-6233
287. SH 88 over Dog Creek Bridge Repair \$64,260 100% March, 2005 Owner: ODOT/Claremore Tim Bray 918-226-1160	297. Fountain Place Structural Repairs \$117,762 100% December, 2005 Owner: Crescent Real Estate 214-634-2777
288. I-44 @ 12th & 19th Streets Bridge Painting/Joint Rehab \$151,971 100% July, 2005 Owner: ODOT/EI Reno Ann Wilson 405-262-2134	298. SH 15 Misc. Bridge Repairs \$218,321 100% September, 2005 Owner: TxDOT/Pampa Kenneth Corse 806-665-2374
289. Pool Rd over Big Bear Creek Structural Repairs \$10,392 100% April, 2005 Owner: City of Grapevine 817-410-3135	299. IH 35 & SH 71/US 183 Bridge Repairs \$160,596 100% August, 2005 Owner: TxDOT/Austin Terry McCoy 512-832-9599
290. DNT,AATT,MCLB-RM 247 Joint & Crack Sealing \$560,332 100% November, 2005 Owner: North Texas Tollway Authority John Lamb 214-224-3066	300. US 287 @ Heritage Pkwy Bridge Repairs \$59,100 100% August, 2005 Owner: Ed Bell/TxDOT Eric Glebelhaus 214-358-6581

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

301. IH 45 Pavement Repairs	\$1,189,174	100%	December, 2005	311. US 79 Bridge Repairs	\$231,912	100%	November, 2005
Owner: TxDOT/La Marque				Owner: TxDOT/Marshall			
Jose Ramirez			409-928-2500	Steve Juneau			903-935-2809
302. US 67 over Ward Rd Beam Repair	\$13,250	100%	April, 2005	312. US 64 under 129th W. Ave Bridge Repair	\$381,816	100%	October, 2005
Owner: Texas Department of Transportation				Owner: Oklahoma Department of Transportation			
Sara Mc Farlin			214-320-6240	Matt Moshiri			918-836-7116
303. SH 183 @ MacArthur Bridge Repairs	\$636,265	100%	July, 2005	313. US 75 Bridge Repairs	\$271,778	100%	January, 2006
Owner: Texas Department of Transportation				Owner: TxDOT/Paris			
Pete Garza			972-479-9747	Jan Barnes			903-737-9300
304. US 277 @ Valley Creek Bridge Repairs	\$21,586	100%	July, 2005	314. Hulen Street Bridge Repairs	59,300	100%	October, 2005
Owner: TxDOT/Abilene				Owner: APAC/City of Fort Worth			
Alan Hufstutler			325-690-9821	Mike Baxter			817-429-0100
305. Overhead Sign Structure	\$22,114	100%	July, 2005	315. US 380 under Main St. Bridge Repairs	\$49,000	100%	January, 2006
Owner: North Texas Tollway Authority				Owner: Texas Department of Transportation			
John Lamb			214-224-3066	Kelly Selman			972-542-2345
306. US 59 Joint Repairs	\$136,967	100%	November, 2005	316. FM 157 over IH 30 Bridge Repairs	\$32,935	100%	December, 2005
Owner: TxDOT/Lufkin				Owner: TxDOT/Fort Worth			
Ed Rios			936-634-4433	Randy Bowers			817-370-6500
307. US 83 Bridge Repairs	\$77,240	100%	August, 2005	317. IH 40 @ Choctaw Rd. Bridge Repairs	\$124,426	100%	January, 2006
Owner: TxDOT/Pampa				Owner: ODOT/Oklahoma City			
Kenneth Corse			806-665-2374	Terry Howell			405-636-4044
308. DNT/PGBT CIF 258 Linear Delineation	\$214,068	100%	November, 2005	318. US 287 @ Rail Road Tracks Bridge Repairs	\$13,400	100%	September, 2005
Owner: North Texas Tollway Authority				Owner: Ed Bell Con./TxDOT			
John Lamb			214-224-3066	Eric Glebelhaus			214-358-6581
309. IH 40 over Anderson Rd. Bridge Repairs	\$29,500	100%	September, 2005	319. President George Bush Turnpike Joint Seal	\$84,900	100%	October, 2005
Owner: ODOT/Oklahoma City				Owner: Roy Jorgensen/NTTA			
Terry Howell			405-636-4044	Bruce Sampson			972-732-1711
310. IH 30 @ Sabine Creek Bridge Repairs	\$288,200	100%	December, 2005	320. S. Marsalls Ave. Bridge Repair & Painting	\$1,262,307	100%	March, 2006
Owner: Texas Department of Transportation				Owner: City of Dallas			
Russell Walker			972-771-9911	Maria Bentacourt			214-948-4200

AIA FORM 305

321. VA CTB Repairs				331. PGBT Fire Damage Repair			
\$261,198	100%	March, 2006		\$400,000	100%	March, 2006	
Owner:	Texas Department of Transportation			Owner:	North Texas Tollway Authority		
	Pete Garza	972-479-9747			John Lamb	214-224-3066	
322. Joint Seal Repairs Div III				332. Loop 1 @ Galnes Cr.			
\$812,513	100%	March, 2006		64,648	100%	April, 2006	
Owner:	Oklahoma Department of Transportation			Owner:	Texas Department of Transportation		
	Tony Keefer	580-332-2094			Donald Nyland	512-447-3942	
323. IH 635 Ramp Mod. CIF-217				333. IH20 Pvt. Repairs			
\$880,541	100%	March, 2006		\$205,980	100%	May, 2006	
Owner:	North Texas Tollway Authority			Owner:	Austin Bridge & Road/TxDOT		
	John Lamb	214-224-3066			Jerry Barnes	214-337-1373	
324. Riverside Dr. Con. Repair and Painting				334. US 69 @ Choctaw Cr.			
\$244,740	100%	March, 2006		\$40,539	100%	May, 2006	
Owner:	City of Fort Worth			Owner:	TXDOT		
	Julie Westerman	817-392-7517			Kevin Harris	903-892-6529	
325. IH 37 Beam Repair				335. OKC Grandstand Repairs			
\$43,640	100%	February, 2006		\$23,400	100%	May, 2006	
Owner:	Texas Department of Transportation			Owner:	City of Oklahoma City		
	Martin Horst	361-808-2500			Zane Dunnam	405 297-2040	
326. IH40 @ Choctaw Rd. #3				336. IH 35 Main Lanes Joints			
\$124,426	100%	January, 2006		\$153,154	100%	Jul-06	
Owner:	Oklahoma Department of Transportation			Owner:	TxDOT/Austin Bridge & Road		
	Mr. Terry Howell	405-636-4044			Ken Davis	512-478-0634	
327. IH35 @ Cornith				337. I 40 over B I 40			
\$73,000	100%	February, 2006		\$266,800	100%	Feb-06	
Owner:	Texas Department of Transportation			Owner:	Muskogee Bridge/ODOT		
	Mr. Claud Elsom	9401-387-1414			Mike Webb	918-683-6151	
328. DNT/Gaylord Ramp Plaza Repairs				338. US 75 @ Ross Ave. Intersection Improvement			
\$88,196	100%	February, 2006		\$626,188	100%	Oct-06	
Owner:	Kellogg Brown & Root/NTTA			Owner:	Texas Department of Transportation		
	Mr. Michael Dillow	214-224-2130			David Lott	214-320-4400	
329. Airfield Pavement Rehab FY03				339. SH 183 & SH 289 Intersection Improvements			
\$1,705,721	100%	March, 2006		\$195,751	100%	Aug-06	
Owner:	DFW Airport			Owner:	Texas Department of Transportation		
	Greg Bick	972-574-5944			Pete Garza	972-479-9747	
330. Rehab Parking Apron FY04/05				340. IH 40 & IH 44 Ramps Bridge Repairs Painting			
\$573,492	100%	March, 2006		\$853,300	100%	Oct-06	
Owner:	DFW Airport			Owner:	Oklahoma Department of Trans		
	Greg Bick	972-574-5944			Ann Wilson	405-262-2134	

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

<p>341. Rehabilitate Suspension Bridge \$1,203,075 100% Sep-06 Owner: TxDOT/Lampasas Thomas Dahl 512-556-5435</p>	<p>351. Cimarron Rd. Bridge Repair \$130,495 100% August-06 City of Oklahoma City Mr. T.C. Spear 405 297-3482</p>
<p>342. Riverside Dr Con. Repair and Bridge Painting \$244,740 100% Feb-06 Owner: City of Fort Worth Julie Westerman 817-392-7517</p>	<p>352. Rockwell Ave Bridge Repair \$130,848 100% June-06 City of Oklahoma City Mr. T.C. Spear 405 297-3482</p>
<p>343. Dallas Love Field Apron Repairs \$1,848,662 100% Sep-06 Owner: City of Dallas Bill Morris 214-948-4020</p>	<p>353. 2900 McKinney Ave. \$54,164 100% July-06 City of Dallas Syed Muntajibuddin 214 948-4520</p>
<p>344. US 277 Bridge Repairs \$93,302 100% November-06 Owner: Price Construction/TxDOT Hector Leal 432-263-3866</p>	<p>354. IH27 @ Sundown Lane \$30,000 100% June-06 Owner: TxDOT/Amarillo Steve Johnson 806 356-3200</p>
<p>345. IH 35 Joint Repairs \$359,448 100% August-06 Owner: Oklahoma Department of Transportation Terry Howell 405-636-4044</p>	<p>355. Mission Rd Bridge Repair \$172,500 100% October 2006 Owner: ERM/CPS Dan Derefinko 281 600-1200</p>
<p>346. Mountain Creek Lake Bridge \$1,186,177 100% September-06 Owner: North Texas Tollway Authority John Lamb 214-224-3066</p>	<p>356. IH 20 Header Joint \$403,860 100% October 2006 Owner: TXDOT/Midland Doug Elchorst 432 694-2195</p>
<p>347. SH 58 over Washita River \$55,272 100% September-06 Owner: ODOT/Duncan Reese Knight 405-247-2462</p>	<p>357. SH 121 West IH35 \$69,800 100% July 2006 Owner: Balfour Beatty Construction/TxDOT Randy Ferraresi 512 707-0797</p>
<p>348. Retaining Wall Repair #3 \$124,435 100% May-06 Lakes of Coppell/Nathan Maler Bryan LaFoy 214-739-4741</p>	<p>358. Jt. Seal/Repr. Div. III #3 - I35, US77 & I40 \$450,808 100% December 2006 Owner: ODOT/Purcell Alan Curtis 405 527-5569</p>
<p>349. US290 West Plug Jt. \$49,200 100% November-06 Hunter Industries/TxDOT Carter Stone 512-353-7757</p>	<p>359. IH 30 Landrey Freeway \$83,424 100% June 2006 Klewit Texas Con./TxDOT Charles Huffman 817 337-7000</p>
<p>350. IH40 under County Rd. \$40,630 100% June-08 ODOT/Cllnton Randall Greer 580-323-0702</p>	<p>360. NTTA Glen Eagles Access (Sidewalk Modification) \$24,971 100% June-06 Owner: NTTA/ Kellogg Brown & Root, Inc. Michael Dillow 214 224-2130</p>

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

361. IH30 @ Jim Miller Beam Repair \$11,500 100% June-06 Owner: SCR/TXDOT Mr. Tom Jahnke 281 344-0700	371. US80 @ Gross Rd Bridge Repair \$65,000 100% December 2006 Owner: TXDOT/Dallas Melvin McNeal 214 320-6100
362. PGBT/DNT Sandblast \$39,130 100% June-06 Owner: Carter Burgess/NTTA John Lamb 214 224-3066	372. US 190 Bridge Bridge Repair \$647,100 100% December 2006 Owner: TXDOT/Beaumont Kelth Horn 409 384-5493
363. IH20 @ FM 31 Beam Repair \$92,000 100% July 2006 Owner: TxDOT/Harrison Co. John Baker 903 796-2851	373. GoodFellow AFB \$30,665 100% December 2006 Owner: Reese Albert/USDOT Skip Clement 325 653-1241
364. IH35 under Ladd Rd #3 \$25,470 100% May-06 Owner: ODOT/Purcell Alan Curtis 405-527-5569	374. NB DNT T-501 Rail Sand Blasting \$28,260 100% November 2006 Owner: WW Weber/NTTA Mark Smith 972 242-7554
365. IH244 @ 23rd St. Ramp & RR \$27,210 100% June-06 Owner: ODOT/Tulsa Matt Moshiri 918-836-7116	375. Gore Blvd & Case Rd. \$80,585 100% July 2006 Owner: City of Lawton Joon Lee 580-581-3385
366. NE 36th St. @ US 169 Repair \$30,556 100% November 2006 Owner: ODOT/Tulsa Matt Moshiri 918 836-7116	376. Rehab Taxiway/Alliance \$265,913 100% August 2006 Owner: City of Fort Worth Larry Gaines 817 698-6825
367. Loop 12 @ Old Irving Blvd. \$122,400 100% September-06 Owner: TXDOT Claud P. Elsom III P.E. 940 387-1414	377. SH-266 over US-169 #2 \$26,520 100% May 2006 Owner: ODOT/Tulsa Matt Moshiri 918-836-7116
368. NW HWY & Skillman \$154,000 100% September-06 Owner: TXDOT/Dallas David Lott, P.E. 214 340-4400	378. US-74 & US-62 Repairs, \$432,194 100% October 2006 ODOT/Oklahoma City Terry Howell 405-636-4044
369. US 82 Railroad Bridge Repair \$115,353 100% November-06 Owner: TXDOT/Lamar Reza Bazazzadeh 903 737-9300	Dallas Love Field Shoulder & Drainage Repair 379. \$3,134,851 100% Jun-07 Owner: City of Dallas Bill Morris 214-948-4020
370. Loop 12 Pavement Repairs \$296,218 100% November 2006 Owner: APAC/TXDOT Steve McConathy 214 741-3531	380. Good Latimer & Grand Ave. Intersection Improv. \$454,111 100% Mar-07 Owner: TXDOT David Lott 214-320-4400

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

381. IH 44 & IH 35 Bridge Painting & Repair \$601,774 100% Owner: ODOT/Duncan Jerry Harwell	Dec-06 580-255-7609	391. Loop 12 @ 183 Bridge Repair \$454,600 100% Owner: TXDOT/Dallas Gary Bailey, P.E.	March 07 972 479-9747
382. US281/Edinburg \$202,651 100% Owner: Ballenger/TXDOT Robert Maldonado	March-07 956 535-0609	392. NB DNT @ Beverly \$24,420 100% Owner: NTTA John Lamb	March-07 214 224-3068
383. SH356 Bridge Rehab \$827,975 100% Owner: TXDOT/Dallas Claud P. Elsom III	Mar-07 940 387-1414	393. CR105 @ Jim Ned Creek Bent Repair \$39,900 100% Owner: Baker Bridge/TXDOT Kenneth Baker	April-07 325 895-1601
384. US 81 @ Little Washita River \$99,151 100% Owner: ODOT/Duncan Shane Long	Dec-06 580 223-6518	394. US 84 @ FM 1673 Bridge Repair \$84,800 100% Owner: TXDOT/Scurry Mike Molter	March-07 325 573-0143
385. FM407 Bridge Rail Repair \$24,090 100% Owner: Ed Bell/TXDOT Phillippe Falkner	Feb-07 214 358-6581	395. US 70 @ Caddo Creek Bridge Rehab. \$80,442 100% Owner: ODOT Jerry Eldridge	April-07 580 795-3675
386. IH 635 @ MacArthur \$58,000 100% Owner: TXDOT/Dallas Gary Bailey, PE	Mar-07 214 320-6100	396. FM 434 @ Flat Creek Emerg. Bridge \$136,517 100% Owner: TXDOT/Waco John Jasek, P.E.	March-07 254 772-2890
387. US 270 over Caston Creek Bridge Repairs \$281,673 100% Owner: Oklahoma Department of Transportation David Huddleston	Mar-07 918-653-7896	397. Loop 12 @ Harry Hines \$23,002 100% Owner: TXDOT/Dallas Gary Bailey, PE	April-07 214 320-6100
388. SH87/SH82 Bridge Repairs \$946,298 100% Owner: TxDOT/Jefferson Co. Jack Moser	Mar-07 409-722-4694	398. IH 635 @ MacArthur \$58,000 100% Owner: TXDOT/Dallas Gary Bailey, PE	April-07 214 320-6100
389. DFD Burn Bldg Repairs \$21,800 100% Owner: City of Dallas Timothy Fortner	Feb 07 214 670-5392	399. SH 16 Bridge Repairs-Llano \$2,984,912 100% Owner: TXDOT/Burnet Howard Lyons	April-07 512-756-2316
390. Grapevine/Lewisville Lake Abutment Repairs \$77,000 100% Owner: SMR/Corp of Engineer David Wright	March-07 972 231-7272	400. SH 85 Repairs \$110,465 100% Owner: Dean Work/TXDOT Robert Tomasini	April-07 830 625-2365

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

401	FM 1093 @ Brazos River Painting			411	Bridge Repair & Modifications (Various)		
	\$477,250	100%	April-07		\$945,790	100%	July-07
	Owner: SCR/TXDOT				Owner: City of Dallas		
	Thomas Jahnke		281 344-0700		Ms. Liong So, P.E.		214 948-4570
402	Camp Wisdom School Repair			412	Taylor @ Farmers Market Streetscape		
	\$114,126	100%	April-07		\$104,304	100%	July-07
	Owner: Hlsaw & Assoc.				Owner: Perry Homes/City Dallas		
	Cherrl Connor		972 380-4448		Michael Rokas		713 948-7700
403	Div.V Epoxy Overlay SH 152			413	IH 35 @ US 77 Polymer O/L		
	\$372,214	100%	June-07		\$64,800	100%	July-07
	Owner: ODOT/Beckham				Owner: OBC/ODOT		
	Randall Greer		580 323-0702		Raymond Flatt		405 283-7787
404	DFW Airport Airside Bridge Rehab			414	US 380 @ Main St		
	\$333,551	100%	June-07		\$88,500	100%	July-07
	Owner: DFW Airport				Owner: TXDOT/McKinney		
	Gabriel Moore, P.E		972 574-7726		Ronald Johnston		972 542-2345
405	NTTA Sign Structure Repair			415	US 83 Concrete Structure Repair		
	\$290,000	100%	June-07		\$100,681	100%	July-07
	Owner: NTTA				Owner: TXDOT/Zapata		
	John Lamb		214 224-3066		Delia Villarreal		
406	IH 35 / SH 53 Bridge Repair			416	IH 45 @ FM 3041 Column Repairs		
	\$147,978	100%	June-07		\$57,000	100%	July-07
	Owner: ODOT				Owner: TXDOT		
	Mark Zlshka		586 223-6518		Darwin Myers		903 874-4351
407	CR 434 Truss Rehab			417	Airfield Pavement Repairs FY 05		
	\$580,338	100%	June-07		\$2,264,813	100%	November-07
	Owner: TXDOT/Williamson				Owner: DFW Airport		
	John Wagner		512 930-5402		Greg Bick		972-574-8762
408	Gaston & Munger Inters. Imprv.			418	DNT Joint Repair Overlay		Nov-07
	\$435,615	100%	June-07		\$1,099,993	100%	
	Owner: Dallas County				Owner: APAC/ NTTA		
	Ali Malekout		214 948-4013		Steve McConathy		214 741-3531
409	IH 20 @ US 67 Bearing Pads			419	Davis Street (Bishop Area)		
	\$246,540	100%	June-07		\$1,687,383	100%	October-07
	Owner: TXDOT/Dallas				Owner: City of Dallas		
	Travis Bartlow		214 317-2459		Raj Guntur, P.E		214 948-4011
410	Pleasant Valley @ Rowlett Creek			420	IH 40 @ NW 10th Bridge Jacking		
		100%	June-07		\$169,500	100%	October-07
	Owner: City of Garland				Owner: OBC Inc./ODOT		
	William Heinz		972 205-2415		Raymond Flatt		405 283-7787

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

441 SH 174 @ Brazos-Emerg. Bridge Rep. \$73,308 100% TXDOT Phil Murphy December-07 254 867-2794	451 US 83 Bridge Repairs \$57,100 100% Owner: Summit/TXDOT Mario George March-08 956 702-6100
442 US 80 @ SH 352 Beam Repairs \$73,000 100% Owner: TXDOT Gary Moonshower January-08 972 225-2387	452 DFW Landside Bridge Rehab \$386,500 100% Owner: DFW Airport Greg Bick 8-Mar 972 574-5944
443 SH310/ IH635/ IH20 Bridge Rep. \$346,059 100% Owner: TXDOT/Dallas Gary Moonshower January-08 972 225-2387	453 IH 10 @ FM 1518 Bridge Raising \$159,184 100% Owner: Capital Exc/TXDOT Chase Botkin December-07 512 440-1717
444 DFW Terminal C Epoxy Overlay \$2,048,899 100% Owner: DFW Airport Frank Luevanos January-08 972 586-5773	454 TSRH Retaining Wall Repair \$43,750 100% Owner: ABR/NTTA Brian Malette April-08 972 834-4466
445 US 380 @ SH 78 Emerg. Bridge Rep \$70,000 100% Owner: TXDOT Ronald Johnston January-08 972 542-2345	455 SH 115/US 62/SH 36 Bridge Repairs \$164,952 100% Owner: ODOT Jerry Harwell April-08 580 255-7609
446 Westpark @ Brays Bayou Repl Bearing Pads \$72,670 100% Owner: Harris County John Mickelson January-08 713 755-7044	456 IH 10 @ Guadalupe River \$421,087 100% Owner: Capital Excavation/TXDOT Chris Fontenot April-08 512 440-1717
447 WB IH 40 over County Rd \$88,747 100% Owner: ODOT January-08	457 US 270 over CRI P Railroad Bridge Rehab \$136,962 100% Owner: ODOT Larry Plymate April-08 918 423-5443
448 Cooling Tower Repairs SMU #2 \$19,200 100% Owner: SMU James Koons January-08 214 768-3494	458 IH 35 @ Lampasas River Bridge Deck Rep \$18,360 100% Owner: VMS Michelle Stracener April-08 254 666-5170
449 IH 20 over Brazos River Bridge Repairs \$326,460 100% Owner: W.W. Webber/TXDOT Michael Villarreal Mar-08 972-438-3115	459 Div II-Repair 6 Bridges \$220,717 100% Owner: ODOT Brent Frank June-08 580 298-3081
450 7th St. Bridge Rehab \$1,782,245 100% Owner: TXDOT/Travis Terry McCoy March-08 512 832-9599	460 US 290 & US 59 Bridge Repairs \$286,900 100% Owner: TXDOT Gregory Ranft June-08 713.934-5800

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

461 Tarrant Co VA Bridge Repairs \$139,890 100% June-08 Owner: SCR/TXDOT Tommy Ward 281 831-7696	471 IH 45 Bridge Joint Repairs \$106,938 100% July-08 Owner: TXDOT David Stevens 903 389-3530
462 US 54 @ Fred Wilson Rd \$39,800 100% June-08 Owner: JD Adams/TXDOT Mike Brown 915 593-7393	472 FM 488 @ Richland Creek Bridge Painting \$54,249 100% July-08 Owner: TXDOT David Stevens 903 389-3530
463 IH 20 Truss Repairs \$85,000 100% June-08 Owner: TXDOT John Cordary 817 596-9834	473 IH 35 @ US 77 Girder Repairs \$137,384 100% July-08 Owner: OBC/ODOT Landon Endres 405 263-7787
464 Loop 12 Intersection Improvements \$418,431 100% July-08 Owner: Texas Department of Transportation David Lott 214-320-4400	474 IH 40 @ SH 9A Bridge Rehab \$615,434 100% July-08 Owner: Cobb Engineering Rick Bond 405-415-9400
465 Zang, Beckley & Ft. Worth Ave. Intersection Improvement \$909,634 100% July-08 Owner: Texas Department of Transportation David Lott 214-320-4400	475 IH 35 Full Depth Concrete Repair \$66,000 100% July-08 Owner: VMS Michelle Stracener 254 666-5170
466 VA Bridge Painting \$382,900 100% July-08 Owner: City of Fort Worth Najib Fares 817 892-7913	476 IH 30 @ St. Francis Beam Repairs \$63,000 100% July-08 Owner: TXDOT David Lott 214 320-4401
Mountain Creek Lake Bridge Concrete Finishes 467 \$1,011,837 100% July-08 Owner: NTTA John Lamb 214-224-3066	477 IH 30 @ Trinity River Bridge Deck Repairs \$1,425,000 100% July-08 Owner: TXDOT David Lott 214 320-4401
468 IH 35 @ SH 16 Bridge Raising/Rep. \$352,233 100% July-08 Owner: TXDOT/Capital Exc. Chase Botkin 512 440-1717	478 US 271 @ Kiamichi River Overflow Bridge Repairs \$144,700 100% July-08 Owner: ODOT Brent Frank 580 298-3081
469 FM1382 @ Camp Wisdom Conc. Sidwalk Repr \$18,566 100% July-08 Owner: APAC/TXDOT Steve McConathy 214 926-9031	479 Hardin Rd Epoxy Overlay \$89,427 100% July-08 Owner: JN Const/City of McKinney Paul Kniffen 214 878-2777
470 I 55 @ Pisgah Rd Bridge Repair \$239,500 100% July-08 Owner: Joe McGee/MSDOT Milton Smith 601 775-3754	480 IH 820/ IH 35 W Steel Beam Rehab \$69,230 100% August-08 Owner: TxDOT Richard Schiller 817 370-8521

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

481	IH 20 @ Turner-Hayden Rd Emerg. Bridge Shoring			491	Div I-SH 10/US 75/IH 40 Bridge Repairs		
	\$20,000	100%	August-08		\$369,116	100%	September-08
	Owner:				Owner:		
		TxDOT				ODOT	
		Michael Schneider				Carl Edwards	918 775-2751
482	IH 244 @ Arkansas River Bridge Rehab			492	BI 20M Bridge Rehab Bridge Rehab		
	\$1,077,520	100%	August-08		\$1,854,782	100%	November-08
	Owner:				Owner:		
		ODOT				TXDOT	
		Bruce Arnold	918 836-7116			Michael Molter	325 676-6800
483	LP 289 @ IH 27 Bridge Repairs		August-08	493	Rehab Aircraft Parking Aprons FY-07		
	\$159,825	100%			\$252,325	100%	October-08
	Owner:				Owner:		
		Coppell Const./TXDOT				DFW Alrport	
		Russ White	940 995-3101			Frank Luevanos	972 586-5773
484	US 377 @ US 87 Bridge Repairs			494	IH 30 @ Summit Epoxy Overlay		
	\$387,211	100%	August-08		\$11,880	100%	September-08
	Owner:				Owner:		
		TXDOT				McClendon Const./City of Ft. Worth	
		Carl Johnson	325-646-2591			Dan McClendon	817 295-0066
485	US77 @ Mission River Bridge Deck Repairs			495	IH 20E @ Rattlesnake Gap Bridge Raising		
	\$98,371	100%	August-08		\$173,300	100%	November-08
	Owner:				Owner:		
		TXDOT				Villa & Sons/TxDOT	
		William Reilmann	361 364-6402			Eddie Villa	432 337-4444
486	US 75 & SH 51 Bridge Repairs			496	Bridge M-K Bearing Pad Replacement		
	\$509,077	100%	September-08		\$49,100	100%	October-08
	Owner:				Owner:		
		ODOT				Allen Cont/ODOT	
		Bruce Arnold	918 836-7116			Clay Ingwerson	405 677-4450
487	IH 635 Joint Replacement			497	IH 44 & SH 356 Deck & Jt Repairs		
	\$279,186	100%	September-08		\$184,776	100%	December-08
	Owner:				Owner:		
		TXDOT				ODOT	
		Gary Bailey	972-479-9747			Matt Moshiri	405 307-8378
488	IH 20 Turner-Hayden Rd Bridge Shoring Emerg.			498	IH 35/Connector F Beam Straightening		
	\$30,000	100%	September-08		\$28,300	100%	January-09
	Owner:				Owner:		
		TXDOT				Capital Excavation	
		Michael Schnelder	903 510-9244			Gary Botkin	512 440-1717
489	IH 20 Bridge Cap Replacement-Emerg.Repr			499	I-55 @ Wyndale Rd		
	\$190,536	100%	September-08		\$489,000	100%	November-08
	Owner:				Owner:		
		TxDOT				Key Constructors	
		Michael Schneider	903 510-9244			Paul McPhail	601.898.9892
490	Natchez Trace Parkway Bridge Repair			500	Ft. Sill Bridge Rep. & Painting		
	\$36,600	100%	October-08		\$235,000	100%	January-09
	Owner:				Owner:		
		RAF Contracting/MSDOT				Dpt of Army/Downey Contracting	
		Amy Ellis	662 327-1969			Milton Smith	405 341-1414

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

501	BI 20 F Bridge Bearing Replacement			511	Sam Houston Tollway Bridge Painting		
	\$95,067	100%	November-08		\$1,192,640	100%	May-09
	Owner: TXDOT				Owner: Harris County		
	Dan Dalager		432 634-7279		Dorion Ogle		832 601-7808
502	122 Portside Retaining Wall Repairs			512	US 70 over Cashe Creek Joint Repair		
	\$304,815	100%	October-08		\$206,537	100%	March-09
	Owner: Lakes of Coppell Owners Association				ODOT		
	Brad Rusk		214 739-4741		Matt Moshiri		405 307-8378
503	US 60 @ US 83 Concrete Beam Repairs			513	TCCCD Carbon Fiber Reinforcement		
	\$140,000	100%	November-08		\$168,650	100%	March-09
	Owner: TxDOT				The Beck Group		
	Kenny Corse		806 665-2374		Brian Wiggins		817 235-5321
504	US84 @ FM1673 Beam Section Repairs			514	Austin VA Bridge Repairs (2008)		
	\$105,005	100%	November-08		\$434,845	100%	May-09
	Owner: TxDOT				Owner: City of Austin		
	Michael Molter		325 573-0143		Rosie Truelove		512 974-7051
505	SH310/US 175 Bridge Repairs			515	US 75 Bridge & Joints Rep		
	\$149,840	100%	January-09		\$327,446	100%	May-09
	North Texas Bridge/TxDOT				R.K.Const/TxDOT		
	Steve Goodman		972 924-3557		Ronald Stripland		903 785-8941
506	IH 20 @ FM 700/UP Railroad Misc Bridge Rprs			516	Alignment T Retrofit- US 83 @ Railroad		
	\$274,327	100%	January-09		\$54,200	100%	May-09
	Owner: TXDOT				Zachary/TxDOT		
	Roy Dill		432-263-4768		Gary Doty		940 767-1000
507	IH 45/ FM 2100 VA Bridge Repairs			517	SH121 @ Sylvania		
	\$390,964	100%	January-09		\$272,308	100%	May-09
	Owner: TXDOT				TxDOT		
	Douglas Stephens		713 802-5000		Ralph Browne		817 370-6524
508	SH121 @ US 75 Beam Repairs			518	TRE RR Bridge over IH35E SB		
	\$25,700	100%	January-09		\$37,600	100%	May-09
	Owner: Lamb Star/TxDOT				TranSystem		
	Eric Stamater		214 440-3604		Mike Brown		972 280-9300
509	IH 20 @ SH 31 Bridge Raising			519	US 75 @ US 69 Bridge Rehab		
	\$265,000	100%	March-09		\$112,750	100%	May-09
	Owner: East Tx Bridge/TXDOT				North Texas Bridge/TxDOT		
	Alan Woods		903 553-9669		Steve Goodman		214 869-9803
510	US 283 Bridge Repairs			520	IH 820 R.R. Turn Lane		
	\$128,445	100%	January-09		\$161,019	100%	May-09
	Owner: Baker Bridge/Stephens Martin/TXDOT				TxDOT		
	Ashley Keith		325 437-9897		Ralph Browne		817 399-4301

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

521	IH 35 Bridge Pedestals/Rehab	\$398,951	100%	May-09		531	SH361 Replace Tower Sheaves	\$89,600	100%	June-09
			TxDOT						TxDOT	
			Tina Massey	940 387-1414					Anthony Villarreal	361 808-2352
522	IH 20 Bridge Joint Relacement	\$181,532	100%	May-09		532	US 83/277/Loop 322 Bridge Deck Repairs	\$112,987	100%	June-09
			LaDOT						TxDOT	
			David North	318 371-3010					Alan Hufstutler, P.E	325 690-9821
523	IH 45 Clear Creek Bridge Painting	\$228,000	100%	May-09		533	IH 40 @ Elm Street Bridge Repair	\$79,719	100%	June-09
			Fast-Trak Cons/TxDOT						ODOT	
			Shane Gair	214 638-0525					Matt Moshiri	405 307-8378
524	US 190 @ IH 35 VA Bridge Repairs	\$35,450	100%	May-09		534	US 287 @ Carey St. Beam Repair		100%	June-09
			VMS						TxDOT	
			Bruce Sampson	254 654-5170					Greg Gorecki	817 370-6633
525	Will Rogers Turnpike Beam Repair	\$27,800	100%	May-09		535	US 67 @ Brazos River Truss Repair	\$44,100	100%	July-09
			Oklahoma Turnpike Authority						TxDOT	
			Ms. Sue Tyron	918 599-4242					Richard Schiller	817 370-6521
526	SH 114 @ FM 156 Rehab	\$42,600	100%	May-09		536	NS 404 @ Coal Creek Truss Rehab	\$31,900	100%	July-09
			TxDOT						Pflisburg County	
			Gary Bailey	972-479-9747					Brad Manhalter	405 341-9651
527	Free Trade Intn'l Bridge	\$114,257	100%	June-09		537	SH 356 @ Regal Row Intersection Improv.	\$186,675	100%	July-09
			Cameron County						Owner: TXDOT	
			Ernesto Hinojosa	956 247-3533					Enrique Guillen	214 320-6620
528	Field, St. Paul & Harwood Sts. Streetscape Ext Phase II	\$2,748,956	100%	June-09		538	Spur 97 Epoxy Overlay	\$481,761	100%	July-09
			City of Dallas						TxDOT	
			Barbara Reading	214 948-4261					Ralph Browne	817 399-4301
529	Mockingbird Lane Improvements	\$13,951,758	100%	June-09		539	IH 10 Expansion Joint Replacement	\$436,976	100%	July-09
			Owner: City of Highland Park						LaDOT	
			Meran Dadgostar	214 521-4161					Jennifer Branton	504 816-7303
530	SH19/SH74B/US177 Joint Seal Repair	\$782,594	100%	June-09		540.	Corinth St Viaduct Bridge Rehab of Historic Bridge	\$1,865,329	100%	September-09
			ODOT						Owner: TXDOT-Mesquite	
			Matt Moshiri	405 307-8378					David Lott	214-340-4400

GIBSON AND ASSOCIATES, INC.

AIA FORM 305

AIA FORM 305

541	I 49 over Bert Kouns Beam Repairs								
	\$1,098,625	100%	September-09						
		LADOT							
		Jim Hollier		318 676-7832					
551	Rehab Airfield Pvmnts FY 08								
	\$775,930	100%						December-09	
		Owner:				Sunmount Corp./DFW Airport			
						Al Brown		940 648-2741	
542	VA Locatlons Epoxy Overlay-Ft Worth								
	\$525,847	100%	September-09						
		City of Ft. Worth							
		Tariqul Islam		817 392-7800					
552	DeCordova Bend Dam Gate Rehab								
	\$3,576,750	100%						December-09	
		Owner:				Brazos River Authority			
						Murphy Parks		817 735-7300	
543	Jimmy Davis Bridge Repair								
	\$538,076	100%	September-09						
		LaDOT							
		Ray Mumphrey		225 379-1446					
553	US 64/US 75/ I 244 Bridge Repair								
	\$584,011	100%						October-09	
		ODOT							
		Bruce Arnold						918 836-7116	
544	SH 11 @ Memorial Bridge Rehab								
	\$231,331	100%	September-09						
		ODOT							
		Bruce Arnold		918 836-7116					
554	Lancaster Bridge Rehab								
	\$538,560	100%						December-09	
		City of Ft. Worth							
		Tariqul Islam						817 392-7800	
545	SH 361 @ GIWW Brldge Rehabilitation								
	\$159,100	100%	September-09						
		TxDOT							
		Bill Reitmann		361 808-2300					
555	VA Locatlons Bridge Repairs & Painting								
	\$781,272	100%						January-10	
		City of Ft. Worth							
		Tariqul Islam						817 392-7800	
546	US 81 @FM 51 Beam Repair								
	\$120,230	100%	September-09						
		TxDOT							
		Bill Nelson		940 626-3400					
556	Spur 115 Bridge Rehab								
	\$46,105	100%						January-10	
		McAllen Cons/TxDOT							
		William Callahan						956 686-7819	
547	I 20 @ Caney Creek Bridge Deck Repairs								
	\$68,685	100%	September-09						
		LaDOT							
		David North Jr.		318 371-3010					
557	Rehab Landside Bridges FY-08								
	\$848,480	100%						December-09	
		DFW Airport							
		Marco Perez						972 973-1853	
548	IH 45 @ IH 610 Beam Section Reprs								
	\$107,194	100%	September-09						
		TxDOT							
		Cliff Halvorsen		713 802-5340					
558	IH-35 @ Nueces River								
	\$367,193	100%						December-09	
		TxDOT							
		Carlos G. Rodriguez						956 712-7701	
549	IH 30 @ FM 989 Bridge Raising								
	\$370,911	100%	December-09						
	Owner:	Austin Bridge/TXDOT							
		Michael Landen		214 596-7300					
559	IH45 VA Bridge Deck Repair								
	\$507,638	100%						October-09	
		TxDOT							
		Gary Charlton						214 320-6208	
550	US 59 Bridge Raising/Painting								
	\$273,800	100%	November-09						
	Owner:	Zachry Const.							
		Dena DeLa Fuente		281 431-4153					
560	US 84 @ SH 208 Bridge Rehab								
	\$541,707	100%						October-09	
		TxDOT							
		Mike Molter						325 573-0143	

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

561	I-10/US 90 Joint Rehabilitation	\$358,602	100%	November-09	571	PGBT Electronic Toll Conversion	\$2,780,482	100%	December-09
	LaDOTD					NTTA			
	Jeff Faust			337 262-6206		J.D. Stokes			214 224-2407
562	Rehabilitate High Mast Poles	\$257,310	100%	January-10	572	PGBT Segment V Pavement Imprv.	\$350,082	100%	June-10
	DFW Aiport					NTTA			
	Anthony Andrews			972-973-1864		Jeff Martinez			214 224-2155
563	SH 276 Bridge Rehabilitation	\$224,825	100%	January-10	573	SH 161 & Walnut Hill Bearing Pad Repl.	\$53,000	100%	March-10
	TxDOT					Silver Creek/TxDOT			
	Craig Miser			903 455-2363		Mike Biggers			940 479-2970
564	I 35 @ Louisiana Ave Beam Repair	\$64,000	100%	December-09	574	US 190 Morganza Floodway Reprs	\$73,470	100%	March-10
	TxDOT					LaDOT			
	David Lott			214-340-4400		Joseph Palermo			225 342-7570
565	US 36 Concrete Beam Repair	\$33,035	100%	November-09	575	DFW South Channel Rehab	\$95,113	100%	March-10
	KDOT					DFW			
	Leroy Koehn			785 336-2183		Cliff Macon			972-973-1890
566	I 235 & I 240 Column Repairs	\$185,021	100%	December-09	576	I 45 @ Lamar Bridge Joint Rprs	\$43,824	100%	April-10
	ODOT					TxDOT			
	Rick Bond			405-808-9411		David Loft			214-340-4400
567	US 67 Bridge Painting	\$975,346	100%	March-10	577	US 380 @ Main St Beam Replacement	\$152,000	100%	April-10
	Owner: TXDOT					TxDOT			
	Mike Bostic			972 291-4043		John Hudspeth			214 320-6100
568	Foard Street Retaining Wall Repairs	\$250,000	100%	April-10	578	US 167/ US 171/ I 49 Expansion Joint Rehab	\$183,504	100%	May-10
	Owner: Nathan Maler					LADOT			
	Brian LaFoy			214 739-4741		Troy Rousell			318 487-5717
569	TRA Handrail Replacement	\$1,363,359	100%	December-09	579	IH 35 & University Parks Dr	\$36,700	100%	May-10
	Trinity River Authority					Transfield Serv/TxDOT			
	Mark Perkins			817 719-0372		Clarence Johnson			254 666-5170
570	IH 20 Epoxy Overlay	\$225,485	100%	June-10	580	Wal-Mart Distribution Center Spall Repair	\$17,700	100%	March-10
	Big Creek Const./TxDOT					L. Keely Construction			
	Wade Miller			254 857-3200		Drew Trotter			314 421-5933

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

581	North Dock Collision Repair						
	\$65,000	100%	June-10				
		Jordan,Kaiser & Sessions					
		Hayden Kaiser	601 442-3628				
582	SH 322/Oak Hill Mine Rd Bridge Demo						
	\$243,100	100%	May-10				
		Luminant Mining Co.					
		Dan Graham	903 836-6795				
583	US 62 over Arkansas River Polymer Overlay						
	\$353,856	100%	November-09				
		Muskogee Bridge/ODOT					
		Mike Webb	918 683-3051				
584	Lake Livingston Handrails						
	\$142,819	100%	June-10				
		Trinity River Authority					
		Mark Perkins	817 719-0372				
585	IH 35 @ Ladd Rd Beam Repairs						
	\$166,264	100%	June-10				
		ODOT					
		Carl Raley	405-527-5569				
586	U S84 @ US 180, FM 1611 Bridge Repairs						
	\$204,172	100%	June-10				
		TxDOT					
		Mike Molter	325 573-0143				
587	SH360/UPR Beam End Raising						
	\$38,600	100%	June-10				
		WW Weber/TxDOT					
		Steve Hull	469 446-2267				
588	US 80 @ SH 352 Beam Rehab						
	\$23,600	100%	May-10				
		WW Weber/TxDOT					
		William Clark	281 987-8787				
589	W. 41st St. @ BNSF RR Bridge Painting						
	\$239,000	100%	July-10				
	Owner:	Becco Contr./ City of Tulsa					
		Dwayne Jantz	918 445-2684				
590	IH 35 @ Martin & Flores St Bridge Deck Repairs						
	\$566,926	100%	July-10				
		TxDOT					
		Michael Acosta	210 615-6058				
591	US 64B & I40 Bridge Repairs						
	\$151,235	100%					
		ODOT					
		Nell Pulliam	918 249-3909				
592	I35W, I30, I820, I20 VA Bridge Repair						
	\$570,876	100%					
		TxDOT					
		Mike Bostic	972 291-4043				
593	BS 121 H Left Turn Lane - Intersection Imprv						
	\$216,186	100%					
		TxDOT					
		David Lott	214-340-4400				
594	BU 83S EB over N. Floodway						
	\$50,363	100%					
		TxDOT					
		Pedro Alvarez	956 702-6125				
595	Loop 1604/IH35 Bridge Joint Repairs						
	\$125,380	100%					
		TxDOT					
		Jimmy Thomas	210 415-2743				
596	IH 30 Full Depth Pvt & Spall Repair						
	\$227,739	100%					
		TxDOT					
		Chris Johnson	214 319-6493				
597	State Thomas Pav & Streetscape Imprv.						
	\$4,601,838	100%					
		City of Dallas					
		Sergio Garza	(214) 871-3311				
298	Ft. Worth 7 Bridges Rehab						
	\$314,944	100%					
		City of Ft Worth					
		Tariqul Islam	817 392-7800				
599	I 45 @ SB McKinney/Buffalo Bayou						
	\$93,110	100%					
		TxDOT					
		Quincy Allen	713 802-5572				
600	Pine Creek Corbel Remediation						
	\$52,800	100%					
		Tlmco Blasting & Coating//COE					
		Louis Olsen	918 760-6416				

GIBSON AND ASSOCIATES, INC.
AIA FORM 305

AIA FORM 305

601	Bank of America CFRP			
	\$235,160	100%	September-10	
		Balfour Beatty/Bank of America		
		Michael Murphy	214 451-1011	
602	I-35 @ Johnson Rd. Bridge Repair			
	\$343,615	100%	September-10	
		ODOT		
		Cary Raley	405-572-5569	
603	US 83 @ SH 336 Beam Repair			
	\$37,390	100%	September-10	
		TxDOT		
		Pedro Alvarez	956-702-6125	
604	VA Loc Structural Steel Repairs			
	\$32,138	100%	September-10	
		ODOT		
		Casey Shell	405-613-7294	
605	Roadway & Guardrail Repairs			
	\$183,156	100%	September-10	
		DFW Airport		
		Gabriel Moore	972-973-6115	
606	IH 35 @ Lampasas River			
	\$18,620	100%	September-10	
		Transfield Services/TxDOT		
		Clarence Johnson	254-666-5170	
607	I 70 3 Bridge Polymer Overlay			
	\$104,224	100%	September-10	
		King Const./KDOT		
		Donald King	620-327-4251	
608	LA 392/Bayou Toro Bridge Repairs			
	\$138,089	100%	October-10	
		LADOT		
		Robert Mays	318-561-5133	
609	SH 334 over Cedar Creek Lake Col. Emerg Repair			
	\$27,150	100%	September-10	
		TxDOT		
		Michael Schneider	903 510-8100	

610

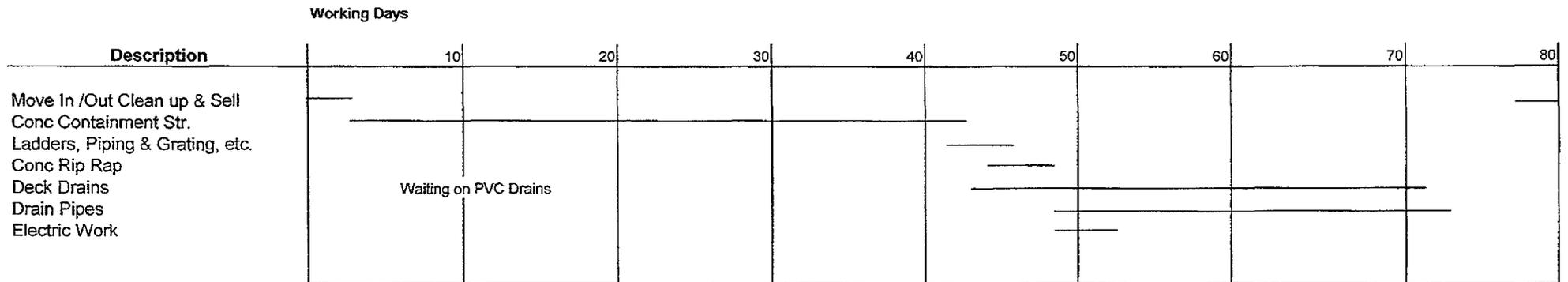
CURRENT PROJECTS

<p>21. US 90 Riverbound Expwy \$96,808 11% LADOT Odigwe Mokogwu 504 376-8115</p>	<p>31. I-35 NB/Cadiz @ Trinity River Rpr \$57,120 0% Hwy Tech/TxDOT Brendon Bulat 817 595-8885</p>
<p>22. S. University/Rosedale/Belknap Brdg Repairs \$814,140 0% City of Fort Worth Tariqul Islam 817 392-7800</p>	<p>32. McKinney Ave Streetcar Olive Ext \$8,403,345 0% City of Dallas David Recht 214) 670-7748</p>
<p>23. FM 157 @ Peyco Dr Intersection Impr. \$126,223 0% TxDOT</p>	<p>33.</p>
<p>24. C-FB ISD Light Pole Repairs \$247,000 0% C-FBISD Johnny Hibbs 972 968-8300</p>	<p>34.</p>
<p>25. Addison Airport Tunnel \$221,572 0% NTTA</p>	<p>35.</p>
<p>26. DNT Ramp Plaza ETC \$6,187,637 0% NTTA</p>	<p>36.</p>
<p>27. Lincoln Ave Over 23rd St. Brdg Deck Overlay \$385,034 0% ODOT</p>	<p>37.</p>
<p>28. SH 104 @ Arkansas River Brdg Rehab \$1,223,059 0% ODOT</p>	<p>38.</p>
<p>29. Akard St Streetscape & Conversion \$1,054,878 0% City of Dallas Barbara Reading (214) 948-4244</p>	<p>39.</p>
<p>30. Federal St Improvements & Conversion \$794,198 0% City of Dallas Barbara Reading (214) 948-4244</p>	<p>40.</p>

**World Trade International Bridge
Harzardous Material Containment System Retrofit**

City of Laredo
Estimated Construction Progress Schedule
December 8, 2010

Gibson & Associates, Inc.



PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Gibson & Associates, Inc.

11210 Ryliecrest, Balch Springs, TX 75180

as Principal, and Federal Insurance Company as

Surety, are hereby held and firmly bound unto

City of Laredo

as Owner in the penal sum of Five Percent of the Greatest Amount Bid (5% GAB) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 7th day of December, 2010.

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

World Trade International Bridge Hazardous Material Containment System
Retrofit

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed 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 respects perform the Agreement created by the acceptance of said Bid, then 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 fourth herein.

Gibson & Associates, Inc.

By: William E. Gibson (L.S.)
Principal William E. Gibson, CEO

Federal Insurance Company

Surety

By: Robbi Morales
Robbi Morales, Attorney-in-fact



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Lisa M. Bonnot, Don E. Cornell, Christine Davis, Cynthia Watson Fowler, Robbi Morales, Luke J. Nolan, Jr., Ricardo J. Reyna, Jerry P. Rose and Beverly M. Trimble of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2010.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 25th day of June, 2010 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this December 7, 2010



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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 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 información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, 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 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 propósito de información y no se convierte en parte o condición del documento adjunto.

INFORMATION TO CONTRACTORS

**PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit**

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. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' 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, paragraphs (a) (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 the exemption. The rule states that contractors improving realty for organizations 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 hospitals qualify for the exemption discussed in subsection (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 at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into 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 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.

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: World Trade International Bridge
Hazardous Material Containment System Retrofit

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>250,000.⁰⁰</u>
ALL OTHER CHARGES:	\$ <u>596,338.²⁰</u>
*TOTAL:	\$ <u>846,338.²⁰</u>

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

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

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTION Consideration for approval of change order no. 2 to the contract with Jerry Resendez Enterprises, Inc., Laredo, Texas, to the Ejido Avenue/Stewart Street Drainage Improvements Project to modify drainage and utilities plans in order to avoid relocation of power poles, and to add twenty (20) working days to the construction contract time. Current construction contract amount with this change order is \$289,314.18. Funding is available in the 2007 Environmental Services C.O.														
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Riazul I. Mia, Environmental Manager														
PREVIOUS COUNCIL ACTION: On September 21, 2009, City Council awarded a construction contract to the lowest bidder Jerry Resendez Enterprises, Inc., Laredo, Texas, in the base bid amount of \$286,400.50 for the Ejido Avenue/Stewart Street Drainage Improvements.															
BACKGROUND: The original project consists of a five (5) to eight (8) feet variable width bottom concrete channel along Ejido Avenue from Kearney Street to Stewart Street approximately 500 L.F. and a freestanding concrete wall. Placement of five (5) inch thick concrete swale approximately two thousand eight hundred (2,800) square feet and street paving and utilities placement as required. The purpose of this project is to reduce localized flooding by adding capacity to the existing drainage systems. Plans and specifications were prepared by Mejia Engineering Company, Laredo, Texas. This change order no. 2 is to modify drainage and utilities plans in order to avoid relocation of power poles, and to add twenty (20) working days to the construction contract time. <table border="0" style="width: 100%;"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$286,400.50</td> </tr> <tr> <td>(Awarded by City Council on September 21, 2009)</td> <td></td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right">\$2,913.68</td> </tr> <tr> <td>(Approved by the City Manager on May 20, 2010)</td> <td></td> </tr> <tr> <td>Plans revised to eliminate open channel and add an underground system to synchronize drainage with another underground system being installed near by India Str. And to allow the widening of the street surface to better serve property owners.</td> <td></td> </tr> <tr> <td>This change order no. 2.....</td> <td align="right">\$ -0-</td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$289,314.18</td> </tr> </table>		Original construction contract amount.....	\$286,400.50	(Awarded by City Council on September 21, 2009)		Change order no. 1.....	\$2,913.68	(Approved by the City Manager on May 20, 2010)		Plans revised to eliminate open channel and add an underground system to synchronize drainage with another underground system being installed near by India Str. And to allow the widening of the street surface to better serve property owners.		This change order no. 2.....	\$ -0-	Current construction contract amount.....	\$289,314.18
Original construction contract amount.....	\$286,400.50														
(Awarded by City Council on September 21, 2009)															
Change order no. 1.....	\$2,913.68														
(Approved by the City Manager on May 20, 2010)															
Plans revised to eliminate open channel and add an underground system to synchronize drainage with another underground system being installed near by India Str. And to allow the widening of the street surface to better serve property owners.															
This change order no. 2.....	\$ -0-														
Current construction contract amount.....	\$289,314.18														
FINANCIAL IMPACT: Funding is available in the 2007 Environmental Services C.O. Account No. 249-3891-545-9537															
COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.														

CITY OF LAREDO ENGINEERING DEPARTMENT

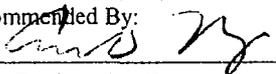
PROJECT: Ejido/Stewart Street Drainage Improvements Project
 CHANGE ORDER No. 2 Date 10/22/2010

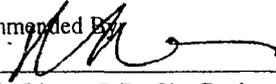
CONTRACTOR: Jerry Resendez Enterprises, Inc.

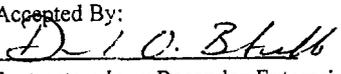
You are hereby requested to comply with the following changes from the contract plans and specifications

This document shall become an amendment to the contract and all provisions of the contract shall apply thereto

Item No.	Descriptions of Changes in Quantities, Units and Unit Prices	Decrease	Increase contract price
1	Channel Excavation---100 CY/\$2.50	\$ (250.00)	
2	Reinforce Concrete Retaining Wall "A" ---45 LF/\$75.00	\$ (3,375.00)	
3	Reinforce Concrete Retaining Wall "B"----45 LF/\$75.00	\$ (3,375.00)	
4	Metal Guardrail----45LF/\$28.50	\$ (1,282.50)	
5	5" Thick Reinf. Conc. Channel wall ---450 SF/\$4.75	\$ (2,137.50)	
6			
7	36" RCP----45LF/\$86.83		\$ 3,907.35
8	Street Excavation---24.43CY/\$5.00		\$ 122.15
9	8" water line---13LF/\$19.55		\$ 254.00
10	8" --45 degree Elbows---4 each/\$485.00		\$ 1,940.00
11	16" Casing Comp--w/spacer & seals --5 LF/252.92		\$ 1,264.00
12	2.5" Thick Hot Mix Asphalt Type "D"---75 SY/\$14.00		\$ 1,050.00
13	12" Compacted flexible Base---75 SY/\$11.50		\$ 862.50
14	Type "A" Curb & Gutter----85 LF/\$12.00		\$ 1,020.00
		(\$10,420.00)	\$10,420.00
<p>Justification: Plans revised to avoid relocation of power poles that will delay the work longer. Contractor have to wait a ^{revised drainage} design, which caused to add ^{add 20 working days to contract.}</p>			
Net Change: \$ 0.00			
Original Contract Price:			\$286,400.50
Contract Price Including Previous Change Order:			\$289,314.18
Decrease resulting from this Change Order:		-0-	(\$10,420.00) ffc.
Increase resulting from this Change Order:			\$-0-
Net Contract Price Including this Change Order:		\$ 289,314.18	\$278,894.18 ffc.
Original Contract Time Working Days			90 WD
Contract Time Including previous Change Order:			110WD
Decrease Contract Time including this Change Order			0
Increase Contract Time Resulting from this Change Order:			20 WD
Current Contract Time including this Change Order			130WD

Recommended By: 
 Mejia Engineering Company
 Date: 11-17-10

Recommended By: 
 Rogelio Rivera, P.E., City Engineering
 Date: 11/17/10

Accepted By: 
 Contractor: Jerry Resendez Enterprises, Inc.
 Date: 10/25/10

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

ATTEST: _____ Date: _____
 Gustavo Guevara, City Secretary

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTION Discussion and possible action to award a contract to the lowest responsible bidder Sunbelt Air Conditioning & Refrigeration for the Laredo Health and Welfare Center HVAC upgrade at an adjusted price of \$750,000.00, from \$855,900.00 to reflect a reduction in overtime charges and electrical value engineering (and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents). The scope of the work includes the removal of existing chilled water production and distribution system and replace it with a new energy efficient chilled water production and distribution system as described in the plans; plus clean and flush the heating water system, provide a new and extended controls and additional related services as described in the plans and specifications. Construction contract time is one hundred (100) calendar days after notice to proceed is issued. Funding is available in the Energy Efficiency Grant from Department of Energy.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Riazul I. Mia, Environmental Department Director
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PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
Project includes upgrades/replacement/retrofit of the heating, ventilation and air conditioning (HVAC) system at 2600 Cedar Avenue, City of Laredo Health Department to maximize capacity and energy efficiency of system. This includes its 44,000 square feet of ventilation, exhaust, cooling and heating system and includes the north tower and south tower except the new dental clinic and laboratory. Currently the system has a chiller and thermal capacity of 300 tons. Heating system is a gas and water heating system with 8 compressors and the air-condition has a 40 ton chiller.

Plans and specifications were prepared by Texas Energy Engineering Services, Inc., Laredo, Texas.

Two (2) bids were received at the City Secretary's Office at 2:00 P.M. on Thursday, December 2, 2010, and publicly opened, read, and taken under advisement on Friday, December 3, 2010, at 11:00 A.M. as follows:

Contractor (Bidder)	Base Bid
1. Sunbelt Air Conditioning & Refrigeration, Inc. Laredo, Texas	\$855,900.00
2. Leyendecker Construction, Inc. Laredo, Texas	\$963,000.00

The bid and bid bonds for Sunbelt Air Conditioning & Refrigeration, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore recommends award in the adjusted price of \$750,000.00 to the lowest responsible bidder Sunbelt Air Conditioning & Refrigeration, Inc., Laredo, Texas.

Bid submitted by Sunbelt Air Conditioning & Refrigeration, herewith attached.

Construction contract time is one hundred (100) calendar days after notice to proceed is issued.

FINANCIAL IMPACT:
Funding is available in the Energy Efficiency Grant from Department of Energy.

COMMITTEE RECOMMENDATION: Approved by the Finance Committee on Monday, December 13, 2010.	STAFF RECOMMENDATION: Approval of Motion.
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COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGINEERING SERVICES CONTRACT NOT TO EXCEED \$1,450,000.00, WITH FRANK ARCHITECTS, INC., OF LAREDO, TEXAS. THE CONTRACT INCLUDES A CONTINGENCY AMOUNT OF \$150,000.00 THAT WILL BE STRICTLY ADMINISTERED BY THE DEPARTMENT. CONTRACT WILL PROVIDE FOR THE ENGINEERING AND DESIGN OF THE RIVER VEGA PHASE I PROJECT THAT WILL CONSIST OF A MULTI-STORY PARKING GARAGE AND PEDESTRIAN PROMENADE. FUNDING IS AVAILABLE THROUGH THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department
PREVIOUS COUNCIL ACTION: Council accepted EDA grant through ordinance 2010-O-091 on 8/02/2010. Council selected Frank Architects, Inc. for this project on 10/18/2010.	
BACKGROUND: The Economic Adjustment Assistance Program provides a wide range of technical, planning and infrastructure assistance in regions experiencing adverse economic changes that may occur suddenly or over time. This program is designed to respond flexibly to pressing economic recovery issues and is well suited to help address challenges faced by U.S. regions and communities. The City of Laredo submitted an application to EDA in March of 2009 for the purpose of obtaining a grant for the design and engineering of the first phase of the River Vega Project. This first phase will be for a multi-story parking structure with roughly 600 parking spaces and a promenade that will serve as an open public space with amenities overlooking the Rio Grande. The City of Laredo was notified of its selection for funding under this grant on August 19, 2009	
FINANCIAL IMPACT: Funding is available in the EDA grant.	

RECOMMENDATION:

STAFF RECOMMENDATION:

Approval of the motion.

Frank Architects Inc.

Architecture, Interiors and Urban Design

November 29, 2010

Mr. Riazul Mia, PE, Director
City of Laredo Environmental Services Department
619 Reynolds Street
Laredo, Texas 78840

Re: Project: The River Vega Improvements
Phase I, Design and Engineering, EDA Project No. 08-01-04443

The River Vega Improvements Phase I, Design and Engineering Proposal Laredo, Texas

Project Description

The River Vega Project, Phase I project boundaries - North/ South are from Water Street to the banks of the Rio Grande, East/ West boundaries are from Juarez Street to Main Street. The project includes site preparation, site utilities, a 2 level parking structure, paving improvements, river road realignment, pedestrian promenade, retail development and a project animation for presentation purposes. The work also includes the preparation of required documents to secure required regulatory permits. All work will comply with the Economic Development Administration (EDA) grant requirements as applicable.

Compensation/ Scope of Work

Compensation for this project is one million four hundred and fifty thousand dollars (\$ 1,450,000.00) and is based on the following scope of work as described below:

I. Project Management/ Administration: \$ 40,000.00

Project Manager responsibilities include project team coordination, liaison between the project team and the City of Laredo, coordinate and conduct public meetings as required. PM will also coordinate with permitting agencies, City of Laredo and administration of the Economic Development Administration (EDA) grant requirements as applicable.

II. Site Design/ Civil Engineering Design/ River Hydrology: \$ 415,000.00

Site Design/ Civil Design work includes site survey(s), project coordinate layouts, utility design work including water, sewage and storm drainage, traffic control plans, construction phasing plans, storm water pollution prevention plan, retaining wall design, hydrology and hydraulic modeling design, flood control plan, environmental clearance and required permitting for International Boundary and Water Commission (IBWC) and the US Corp of Engineers.

III. Architecture/ Parking Structure and Associated Engineering Design: \$ 845,000.00

Architectural, Parking Structure and associated Engineering Design work includes the design and development of the Pedestrian Plaza/ Parking Structure totaling 3 levels (2 levels of parking, 1 level pedestrian plaza), retail store design, landscape/ hardscape design and building flood proofing planning. Structural work

Frank Architects Inc.

Architecture, Interiors and Urban Design

includes cantilever drilled shaft retaining walls and piers as required.
Final Construction documents and specifications will be prepared for the above mentioned work.

IV. Reimbursable Expense Allowance:	\$ 60,000.00*
* including 30 sets of construction documents and specifications	
V. Project Contingency:	\$ 90,000.00**
** to be used for this project at the discretion of the City of Laredo	

Project Phasing and Fee Breakdown:

Project phasing includes preliminary planning and design phase, design development and construction documents. Project phasing does not include bid phase and construction administration.

(15%) Preliminary Planning and Preliminary Design Phase \$ 195,000.00

The FAI Team will meet with the City of Laredo to review the project goals, elements, and costs. Discussion items may include: possible options or modifications to the project which may be requested or desirable, including modifications to the project scope or implementation phases, elements, or budgets. A schedule for anticipated completion dates will be developed.

During this phase of the project the FAI Team will address methods to promote economic development, communicate and coordinate with IBWC and US Corps of Engineers and incorporate environmental and cultural aspects/concerns into the project. If requested by the City, a public awareness campaign will be developed. Deliverables for this phase include:

- Minutes/notes of workshops meetings and interviews
- Summary of pre design program development for the Project Site
- Conceptual base map & project layout

(35%) Design Development Phase \$ 455,000.00

After reviewing the data obtained in the Preliminary Planning Phase, the development of site layouts, urban design and architecture planning of the required elements will begin, along with the preparation of preliminary cost estimates. Preliminary suggestions for the construction materials, sources, and other considerations will be made. Design Development documents will then be reviewed with the City of Laredo and followed by revised plans, sections, elevations and cost estimates as necessary. In this phase the FAI Team will review and confirm the proposed elements and uses within the project site as they relate to the EDA grant.

Deliverables for Design Development Phase:

- Minutes/notes of design workshops
- List of code, environmental, and grant with compliance requirements
- List of permits required and procedures to obtain permits
- Final Base Map
- Preliminary Site & Building Sections
- Preliminary rendering to illustrate the general aesthetic concept of the design

Frank Architects Inc.

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(50%) Construction Document Phase

\$ 650,000.00

Once approval of the Design Development Phase is given, the FAI Team will begin the preparation of the review set construction documents and specifications (95% complete) to fully describe the approved project, including, grading and drainage plans, new road work drawings, lighting and utility extensions, parking structure, pedestrian plazas, retail buildings and all other related functions.

- Additionally the FAI Team will submit final plans & specifications to the various permitting agencies having jurisdiction over the project, as previously identified.
- Formal reviews in this phase will be held at the 25%, 50% and 75% phases of completion, with comments taken and integrated. The City of Laredo will have a final review period prior to allowing plans to be issued for bidding.

Deliverables for this phase:

- Minutes / notes of meetings with City of Laredo at 50% and 95%
- Final plans & specifications
- Final Opinion of Costs
- Meeting with federal agencies to submit permit & final construction plans.
- 3/D final model

Architectural/ Engineering Design Services do not include:

- Marketing/ Financial Analysis (see separate fee/ proposal by CDS Spilette Alliance)
- Project Bid Phase and Construction Administration Phase
- Accessibility Consultant (TDLR) for review and inspection (City of Laredo)
- City of Laredo permitting and/or associated fees

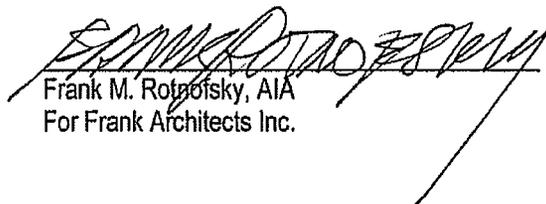
Additional Services

Once the preliminary design has been approved and additional services are required, those services will be billed hourly at the following rates:

Principal Time:	\$ 175. an hour
Associate Time:	\$ 125. an hour
Cad Time:	\$ 75. an hour
Administration Time:	\$ 30. an hour

Once again thank you for allowing us to submit this proposal for your consideration. Please call me if you have any questions concerning the proposal.

Sincerely,



Frank M. Rotzofsky, AIA
For Frank Architects Inc.

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTIONS Consideration to award contract annual contract FY11-017 to the lowest bidder, III PG Enterprises, Inc, Laredo, Texas in the estimated amount of \$460,000.00 for the purchase and hauling of approximately 100,000 tons of earthen soils to the City's Solid Waste facility. These soils are used to cover the landfill cells on a weekly basis in accordance to TCEQ requirements. Funding is available in the Solid Waste Department Fund.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E., Engineering Department Director Stephen R Geiss, Interim Solid Waste Services Manager Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None

BACKGROUND: Bids were requested for awarding a contract for the purchase and hauling of earthen soils to the City's landfill. This service requires the vendor to work 8 hours per day, Monday-Saturday and be able to respond within eight hours of notice any time of the day or night, hauling approximately 100,000 tons of soils to the City landfill during the contract period. The term of this contract is for a twelve month period with an option to renew this contract for one additional twelve month period. The bid pricing is based on cost per ton delivered price.

Bid Summary

Vendor	Quantities in tons	Unit Price per ton	Total
III PG Enterprises, Inc.	100,000	\$ 4.60	\$ 460,000.00
Anderson Columbia	100,000	\$17.40	\$1,740,000.00

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.

Solid Waste Fund – Account Number: 556-2560-533-3915

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

DATE: 12/20/10	Subject: MOTIONS Consideration to award contract FY11-008 to lowest responsible bidder, Nick Benavides, Laredo, TX, in the total amount of \$66,076.00 for providing mowing and maintenance of the Zacate Creek area. The term of the contract is for a period of twelve months with an option to extend this contract for two additional twelve-month periods. The contract includes the collection of trash, debris, rubbish, and other floatable material along the creek from Meadow and Canal Street to the mouth of the River. Funding is available in the Environmental Services Department.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, Environmental Service Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received seven (7) bids for the Zacate creek maintenance contract. It is recommended that a contract be awarded to the lowest responsible bidder, Nick Benavides, for monthly mowing and maintenance of the Zacate Creek. This includes the collection of trash, debris, rubbish, and other floatable material along the creek from Meadow and Canal Street to the mouth of the River.

The City did receive a lower bid from J.R. Landscaping. This vendor is not being recommended based on their+ performance on an Environmental Services Department lot cleaning contract.

Zacate Creek Yr Maintenance Includes: Collection of trash, debris, liter and Branches form the Creek Area as specified in the bid document.	Option: Extra Cost Cycle Collection of trash, debris, liter and Branches form the Creek Area as specified 2.2 and Extra Cutting from water street to the mouth of the river
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J.R Landscaping Enterprises	\$ 63,600.00	\$ 1,600.00
Nick Benavides	\$ 66,076.00	\$ 4,000.00
Pulsar Construction	\$ 75,480.00	\$ 4,000.00
La Yerba Buena	\$ 90,000.00	\$ 0.00
CG Construction	\$ 99,600.00	\$ 2,000.00
Hollywood Garden	\$140,040.00	\$ 4,560.00
Zertuche Construction	\$171,360.00	\$ 1,456.00

A complete bid tabulation is attached.

FINANCIAL IMPACT: Funding for this service is available in the Environmental Service Department budget. N.P.D.E.S-Environmental Services
Account Number: 249-3840-543-5537

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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Bid Tabulation
Zacate Creek Maintenance
FY11-008

Zacate Creek Maintenance	Estimated/Cycles	Nick Benavides Laredo, Tx		Zertuche Construction Laredo Tx		J.R Landscaping Enterprises Laredo Tx		Pulsar Construction Inc. Laredo Texas		La Yerba Buena Laredo Texas		C G Construction Inc. Laredo Texas		Hollywood Garden Inc. Laredo Tx	
		Cost Cycle	Extended Total	Cost Cycle	Extended Total	Cost Cycle	Extended Total	Cost Cycle	Extended Total	Cost Cycle	Extended Total	Cost Cycle	Extended Total	Cost Cycle	Extended Total
Collection of trash, debris, litter and branches from the creek areas as specified in section 2.1	12	\$ 5,173.00	\$ 62,076.00	14000	\$ 168,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,990.00	\$ 71,880.00	\$ 7,500.00	\$ 90,000.00	\$ 7,800.00	\$ 93,600.00	\$ 11,100.00	\$ 133,200.00
Extra Cutting from Water Street to end of river	2	\$ 2,000.00	\$ 4,000.00	1680	\$ 3,360.00	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ -	\$ -	\$ 3,000.00	\$ 6,000.00	\$ 3,420.00	\$ 6,840.00
Total Cost			\$ 66,076.00		\$ 171,360.00		\$ 63,600.00		\$ 75,480.00		\$ 90,000.00		\$ 99,600.00		\$ 140,040.00
Option															
Collection of trash, debris, litter and branches from the creek areas as specified in section 2.2			\$ 3,000.00	Extra Cost Cycle	\$ 560.00	Extra Cost Cycle	\$ 1,600.00	Extra Cost Cycle	\$ 4,000.00	Extra Cost Cycle	\$ -	Extra Cost Cycle	\$ 2,000.00	Extra Cost Cycle	\$ 3,648.00
Extra Cutting from Water Street to end of river			\$ 1,000.00		\$ 896.00										\$ 912.00
				Note: per mile		Note: per cutting									
Option Total Cost			\$ 4,000.00		\$ 1,456.00		\$ 1,600.00		\$ 4,000.00		\$ -		\$ 2,000.00		\$ 4,560.00

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTION Consideration for approval of change order no. 1 an increase of \$169,389.17 to the construction contract with Menendez-Donnell & Associates, Inc., Houston, Texas, for the Flores Avenue Drainage Improvements and Sanitary Sewer and Waterline Rehabilitation Project to include a partial suspension of work for the portion along Flores from Lincoln Street south to Water Street in order to allow downtown merchants to continue business during the holiday shopping period, while work is to continue within the southern end of the project, being along Flores Ave. between Water Street south to the Rio Grande River. Also Included in this change order is an increase of \$129,389.17 in cost for Stamped Concrete work in lieu of replacing brick pavers and an increase of \$40,000.00 to implement a Tunnel Liner method of excavation, intended to minimize disruption to traffic at the San Agustin Plaza. Current construction contract with this change order is \$2,028,900.17. Funding is available in the 2009 Utilities Bond.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Tomas Rodriguez, P.E., Utilities Department Director Riazul I. Mia, Environmental Department Director
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PREVIOUS COUNCIL ACTION:
On March 1, 2010, City Council awarded a construction contract to the lowest bidder Menendez-Donnell & Associates, Inc., Houston, Texas, in the amount of \$1,859,511.00 for the Flores Avenue Drainage Improvements and Sanitary Sewer and Waterline Rehabilitation with a construction contract time of one hundred twenty (120) working days.

BACKGROUND:
The combined sewer system is to be eliminated and separate storm and sanitary sewer systems will be constructed to serve the area along Flores Ave. and the storm, sanitary, and water utilities along the four blocks on Flores Ave., from Hidalgo St. to Zaragoza St., and extending to the Rio Grande area in the project area and will be upgraded to current City Standards by the Contractor and approved by the Owner's Representative.

Plans and specifications were prepared by Mejia Engineering Company, Laredo, Texas.

This change order no. 1 is to include a partial suspension of work for the portion along Flores from Lincoln Street south to Water Street in order to allow downtown merchants to continue business during the holiday shopping period, while work is to continue within the southern end of the project, being along Flores Ave. between Water Street south to the Rio Grande River. Also Included in this change order is an increase of \$129,389.17 in cost for Stamped Concrete work in lieu of replacing brick pavers and an increase of \$40,000.00 to implement a Tunnel Liner method of excavation, intended to minimize disruption to traffic at the San Agustin Plaza. Total cost increase to the project is therefore \$169,389.17.

Original construction contract amount.....	\$1,859,511.00
(Awarded by City Council on March 1, 2010)	
This change order no.1.....	<u>\$169,389.17</u>
Current construction contract amount.....	\$2,028,900.17

FINANCIAL IMPACT:
Funding is available in the 2009 Utilities Bond
Account No. 557-4187-538-0359
559-4283-538-0363

COMMITTEE RECOMMENDATION: Approved by the Finance Committee on Monday, December 13, 2010.	STAFF RECOMMENDATION: Approval of Motion.
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COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTIONS Consideration to award contract FY11-014, the purchase of general automotive repairs parts to the listed low bidders: <ol style="list-style-type: none"> 1) Laredo Wholesale, Laredo, Texas, in the estimated amount of \$70,000.00; 2) Gonzalez Auto Parts, Laredo, Texas Laredo Wholesale, Laredo, Texas, in the estimated amount of \$50,000.00; and 3) Vehicle Maintenance Program, Inc., Boca Raton, Florida in the estimated amount of \$50,000.00. These replacement parts will be purchased on an as need basis for all City fleet vehicles. The contract items include: oil/fuel filters, front end parts, hoses, clamps, belts, lamps/bulbs, service lubricants, and brakes. Funding is available in the Fleet Maintenance budget.			
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera P.E., Engineering Department Director Jack Dunn, General Fleet Manager Francisco Meza, Purchasing Agent			
PREVIOUS COUNCIL ACTION: None				
BACKGROUND: The City received eight bids for awarding annual supply contracts for furnishing replacement automotive parts most commonly used in repairing the City's general vehicle fleet. The successful bidders will be required to maintain a parts inventory, and will provide delivery service and all parts must be in manufacturers new, unopened containers. As with all supply contracts, these items will be purchased on an as need basis. Staff has reviewed the bids submitted and is recommending that contracts be awarded to the low bidders. The contract award is for a one year period with an option to renew for two additional one year terms.				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Laredo Wholesale, Laredo Section III – Brakes & Wheel Bearings non PD Section IV-Chassis & Steering Section V-Drive Train Section VI –Electrical Section VIII –Fuel & Emission Section X –Ignition Section XII –Shocks Struts Section XIV – Service Lubricants Section XV –Police Brakes items (1,2,9,10) </td> <td style="width: 50%; padding: 5px;"> Gonzalez Auto Parts, Laredo Section II –Belts, Hoses, Cooling Section VII -Exhaust Section IX – Heating & Air Conditioning Section XV -Police Brakes items (3,4,5,6,7,8,11,12,13,14) </td> </tr> </table>			Laredo Wholesale, Laredo Section III – Brakes & Wheel Bearings non PD Section IV-Chassis & Steering Section V-Drive Train Section VI –Electrical Section VIII –Fuel & Emission Section X –Ignition Section XII –Shocks Struts Section XIV – Service Lubricants Section XV –Police Brakes items (1,2,9,10)	Gonzalez Auto Parts, Laredo Section II –Belts, Hoses, Cooling Section VII -Exhaust Section IX – Heating & Air Conditioning Section XV -Police Brakes items (3,4,5,6,7,8,11,12,13,14)
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Vehicle Maintenance Program Inc., Florida Section I -Oil and Fuel Filters Section XI -Lamps, Bulbs, Flashers Section XIII –Wiper Blades, Arms & Motors				
FINANCIAL IMPACT: Funds for the purchase of these parts and service are available in the Fleet Maintenance budget. Account Number: 593-2810-533-2078 - Heavy Equipment Parts/Service Account Number: 593-2810-533-2071 - Parts/Batteries				
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this motion be approved.			

Bid Tab FY11-014
Automotive Parts-Fleet

Item	Description	Qty.	Straus-Frank Enterprises LLC Laredo, Tx		Laredo Wholesale Auto Laredo, Texas		Mirge Operation LLC Laredo Tx 78045		Gonzalez Auto Parts Laredo Tx		Oreilly auto parts Springfield Mo		Texstar: Professiona Services Brownwood Tx 76804		Rush Truck Center of Texas Laredo Tx 78045		Vehicle Maintenance Program Raton FL 331131	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 # 33011 fuel	24	\$ 1.40	\$ 33.60	\$ -	\$ -	1.96	\$ 47.04	1.08	\$ 25.92	1.75	\$ 42.00	\$ -	\$ -	2.03	\$ 48.72	1.22	\$ 29.28	
2 # 33032 fuel	12	\$ 1.85	\$ 22.20	\$ -	\$ -	2.59	\$ 31.08	1.96	\$ 23.52	2.32	\$ 27.84	\$ -	\$ -	2	\$ 24.00	1.35	\$ 16.20	
3 # 33109 fuel	22	\$ 3.92	\$ 86.24	\$ -	\$ -	5.49	\$ 120.78	2.71	\$ 59.62	4.7	\$ 103.40	\$ -	\$ -	2.91	\$ 64.02	2.06	\$ 45.32	
4 # 33166 fuel	6	\$ 3.36	\$ 20.16	\$ -	\$ -	4.47	\$ 26.82	2.52	\$ 15.12	4.03	\$ 24.18	\$ -	\$ -	2.57	\$ 15.42	2.26	\$ 13.56	
5 # 33210 fuel	18	\$ 7.01	\$ 126.18	\$ -	\$ -	9.82	\$ 176.76	6.59	\$ 118.62	8.41	\$ 151.38	\$ -	\$ -	6.73	\$ 121.14	5.04	\$ 90.72	
6 # 33296 fuel	16	\$ 4.95	\$ 79.20	\$ -	\$ -	6.93	\$ 110.88	3.76	\$ 60.16	5.93	\$ 94.88	\$ -	\$ -	4.22	\$ 67.52	3.67	\$ 58.72	
7 # 33357 fuel	6	\$ 5.22	\$ 31.32	\$ -	\$ -	7.31	\$ 43.86	4.15	\$ 24.90	6.26	\$ 37.56	\$ -	\$ -	4.34	\$ 26.04	2.92	\$ 17.52	
8 # 33358 fuel	10	\$ 4.22	\$ 42.20	\$ -	\$ -	5.61	\$ 56.10	3.4	\$ 34.00	5.06	\$ 50.60	\$ -	\$ -	3.65	\$ 36.50	3.01	\$ 30.10	
9 # 33377 fuel	101	\$ 6.31	\$ 637.31	\$ -	\$ -	8.84	\$ 892.84	5.52	\$ 557.52	7.57	\$ 764.57	\$ -	\$ -	5.93	\$ 598.93	4.55	\$ 459.55	
10 # 33392 fuel	15	\$ 14.83	\$ 222.45	\$ -	\$ -	20.76	\$ 311.40	15.99	\$ 239.85	17.79	\$ 266.85	\$ -	\$ -	13.13	\$ 196.95	18.18	\$ 272.70	
11 # 33405 fuel	10	\$ 2.88	\$ 28.80	\$ -	\$ -	10.48	\$ 104.80	7.22	\$ 72.20	9.45	\$ 94.50	\$ -	\$ -	6.43	\$ 64.30	9.57	\$ 95.70	
12 # 33406 fuel	81	\$ 9.82	\$ 795.42	\$ -	\$ -	13.06	\$ 1,057.86	10.06	\$ 814.86	11.78	\$ 954.18	\$ -	\$ -	7.66	\$ 620.46	9.5	\$ 769.50	
13 # 33412 fuel	20	\$ 20.13	\$ 402.60	\$ -	\$ -	28.18	\$ 563.60	18.08	\$ 361.60	24.15	\$ 483.00	\$ -	\$ -	17.6	\$ 352.00	14.64	\$ 292.80	
14 # 33442 fuel	15	\$ 13.50	\$ 202.50	\$ -	\$ -	18.9	\$ 283.50	6.9	\$ 103.50	16.2	\$ 243.00	\$ -	\$ -	7.4	\$ 111.00	7.69	\$ 115.35	
15 # 33472 fuel	33	\$ 6.71	\$ 221.43	\$ -	\$ -	9.39	\$ 309.87	5.66	\$ 186.78	8.05	\$ 265.65	\$ -	\$ -	6.16	\$ 203.28	4.33	\$ 142.89	
16 # 33481 fuel	9	\$ 6.55	\$ 58.95	\$ -	\$ -	7.79	\$ 70.11	5.05	\$ 45.45	7.85	\$ 70.65	\$ -	\$ -	5.55	\$ 49.95	4.75	\$ 42.75	
17 # 33518 fuel	30	\$ 15.32	\$ 459.60	\$ -	\$ -	25.33	\$ 759.90	13.64	\$ 409.20	18.38	\$ 551.40	\$ -	\$ -	13.8	\$ 414.00	11.58	\$ 347.40	
18 # 33546 fuel	10	\$ 9.92	\$ 99.20	\$ -	\$ -	15.99	\$ 159.90	11.51	\$ 115.10	11.9	\$ 119.00	\$ -	\$ -	8.04	\$ 80.40	8.31	\$ 83.10	
19 # 33548 fuel	27	\$ 11.27	\$ 304.29	\$ -	\$ -	18.04	\$ 487.08	7.09	\$ 191.43	13.52	\$ 365.04	\$ -	\$ -	7.15	\$ 193.05	7.59	\$ 204.93	
20 # 33595 fuel	51	\$ 5.23	\$ 266.73	\$ -	\$ -	10.98	\$ 559.98	3.99	\$ 203.49	6.27	\$ 319.77	\$ -	\$ -	4.74	\$ 241.74	3.14	\$ 160.14	
21 # 33604 fuel	80	\$ 17.32	\$ 1,385.60	\$ -	\$ -	27.88	\$ 2,230.40	14.14	\$ 1,131.20	20.78	\$ 1,662.40	\$ -	\$ -	15.17	\$ 1,213.60	12.55	\$ 1,004.00	
22 # 33638 fuel	12	\$ 9.99	\$ 119.88	\$ -	\$ -	13.99	\$ 167.88	9.42	\$ 113.04	11.99	\$ 143.88	\$ -	\$ -	6.57	\$ 78.84	8.81	\$ 105.72	
23 # 33668 fuel	10	\$ 11.27	\$ 112.70	\$ -	\$ -	18.04	\$ 180.40	11.51	\$ 115.10	13.52	\$ 135.20	\$ -	\$ -	8.05	\$ 80.50	8.38	\$ 83.80	
24 # 33674 fuel	139	\$ 8.52	\$ 1,184.28	\$ -	\$ -	11.33	\$ 1,574.87	6.39	\$ 888.21	10.22	\$ 1,420.58	\$ -	\$ -	6.85	\$ 952.15	5.06	\$ 703.34	
25 # 33791 fuel	21	\$ 6.82	\$ 143.22	\$ -	\$ -	9.55	\$ 200.55	6.79	\$ 142.59	8.18	\$ 171.78	\$ -	\$ -	6.94	\$ 145.74	5.08	\$ 106.68	
26 # 33899 fuel	26	\$ 33.64	\$ 874.64	\$ -	\$ -	44.74	\$ 1,163.24	28.22	\$ 733.72	40.36	\$ 1,049.36	\$ -	\$ -	29.21	\$ 759.46	28.78	\$ 748.28	
27 # 33936 fuel	76	\$ 8.97	\$ 681.72	\$ -	\$ -	12.56	\$ 954.56	8.68	\$ 659.68	10.76	\$ 817.76	\$ -	\$ -	9.32	\$ 708.32	7.32	\$ 556.32	
28 # 33950 fuel	94	\$ 24.74	\$ 2,325.56	\$ -	\$ -	34.64	\$ 3,256.16	22.68	\$ 2,131.92	29.69	\$ 2,790.86	\$ -	\$ -	22.98	\$ 2,160.12	37	\$ 3,478.00	
29 # 33966 fuel	54	\$ 9.51	\$ 513.54	\$ -	\$ -	13.31	\$ 718.74	8.39	\$ 453.06	11.41	\$ 616.14	\$ -	\$ -	9	\$ 486.00	9.15	\$ 491.10	
30 # 42124 air	15	\$ 21.37	\$ 320.55	\$ -	\$ -	29.92	\$ 448.80	17.64	\$ 264.60	25.64	\$ 384.60	\$ -	\$ -	17.79	\$ 266.85	14.25	\$ 213.75	
31 # 42226 air	103	\$ 18.70	\$ 1,926.10	\$ -	\$ -	26.18	\$ 2,696.54	14.49	\$ 1,492.47	22.44	\$ 2,311.32	\$ -	\$ -	15.56	\$ 1,602.68	12.06	\$ 1,242.18	
32 # 42321 air	28	\$ 19.47	\$ 545.16	\$ -	\$ -	27.26	\$ 763.28	15.3	\$ 428.40	23.36	\$ 654.08	\$ -	\$ -	16.43	\$ 460.04	13.92	\$ 389.76	
33 # 42488 air	76	\$ 9.15	\$ 695.40	\$ -	\$ -	12.81	\$ 973.56	6.02	\$ 457.52	10.98	\$ 834.48	\$ -	\$ -	6.97	\$ 529.72	7.55	\$ 573.80	
34 # 42610 air	10	\$ 42.76	\$ 427.60	\$ -	\$ -	59.87	\$ 598.70	33.27	\$ 332.70	51.31	\$ 513.10	\$ -	\$ -	35.72	\$ 357.20	33.44	\$ 334.40	
35 # 42679 air	20	\$ 13.62	\$ 272.40	\$ -	\$ -	19.07	\$ 381.40	11.5	\$ 230.00	16.34	\$ 326.80	\$ -	\$ -	12.34	\$ 246.80	14.14	\$ 282.80	
36 # 42691 air	10	\$ 61.68	\$ 616.80	\$ -	\$ -	86.36	\$ 863.60	47.95	\$ 479.50	74.02	\$ 740.20	\$ -	\$ -	51.48	\$ 514.80	42.95	\$ 429.50	
37 # 42731 air	24	\$ 29.46	\$ 707.04	\$ -	\$ -	41.24	\$ 989.76	25.55	\$ 613.20	35.35	\$ 848.40	\$ -	\$ -	24.31	\$ 583.44	30.55	\$ 733.20	
38 # 42812 air	52	\$ 54.38	\$ 2,827.76	\$ -	\$ -	76.14	\$ 3,959.28	54.48	\$ 2,832.96	69.26	\$ 3,601.52	\$ -	\$ -	56.32	\$ 2,928.64	9.11	\$ 473.72	
39 # 42834 air	15	\$ 23.56	\$ 353.40	\$ -	\$ -	32.99	\$ 494.85	21.33	\$ 319.95	28.27	\$ 424.05	\$ -	\$ -	22.9	\$ 343.50	42.95	\$ 644.25	
40 # 42868 air	21	\$ 20.94	\$ 439.74	\$ -	\$ -	29.31	\$ 615.51	17.51	\$ 367.71	25.12	\$ 527.52	\$ -	\$ -	18.8	\$ 394.80	14.14	\$ 296.94	
41 # 42985 air	30	\$ 9.93	\$ 297.90	\$ -	\$ -	13.9	\$ 417.00	8.72	\$ 261.60	11.91	\$ 357.30	\$ -	\$ -	9.36	\$ 280.80	6.99	\$ 209.70	
42 # 46077 air	15	\$ 4.78	\$ 71.70	\$ -	\$ -	6.69	\$ 100.35	3.7	\$ 55.50	5.73	\$ 85.95	\$ -	\$ -	4.5	\$ 67.50	2.9	\$ 43.50	
43 # 46134 air	277	\$ 4.13	\$ 1,144.01	\$ -	\$ -	5.79	\$ 1,603.83	3.2	\$ 86.40	4.96	\$ 1,379.92	\$ -	\$ -	4.19	\$ 1,160.63	2.77	\$ 76.29	
44 # 46153 air	6	\$ 6.60	\$ 39.60	\$ -	\$ -	6.44	\$ 38.64	3.38	\$ 20.28	5.51	\$ 33.06	\$ -	\$ -	5.84	\$ 35.04	2.9	\$ 17.40	
45 # 46174 air	10	\$ 4.57	\$ 45.70	\$ -	\$ -	6.4	\$ 64.00	3.55	\$ 35.50	5.48	\$ 54.80	\$ -	\$ -	4.44	\$ 44.40	2.9	\$ 29.00	
46 # 46213 air	17	\$ 9.73	\$ 165.41	\$ -	\$ -	13.63	\$ 231.71	7.56	\$ 128.52	11.68	\$ 198.56	\$ -	\$ -	13.03	\$ 221.51	7.07	\$ 120.19	
47 # 46253 air	104	\$ 6.32	\$ 657.28	\$ -	\$ -	8.85	\$ 920.40	4.87	\$ 506.48	7.58	\$ 788.32	\$ -	\$ -	5.57	\$ 579.28	5.5	\$ 572.00	
48 # 46360 air	10	\$ -	\$ -	\$ -	\$ -	0	\$ -	10.93	\$ 109.30	15.2	\$ 152.00	\$ -	\$ -	8.37	\$ 83.70	7.89	\$ 78.90	
49 # 46418 air	237	\$ 9.38	\$ 2,223.06	\$ -	\$ -	13.13	\$ 3,111.81	6.65	\$ 1,576.05	11.2	\$ 2,654.40	\$ -	\$ -	7.58	\$ 1,796.46	5.25	\$ 1,244.25	
50 # 46429 air	130	\$ 14.08	\$ 1,830.40	\$ -	\$ -	19.71	\$ 2,562.30	11.1	\$ 1,443.00	16.89	\$ 2,195.70	\$ -	\$ -	11.76	\$ 1,528.80	13.08	\$ 1,700.40	
51 # 46433 air	142	\$ 20.21	\$ 2,869.82	\$ -	\$ -	28.29	\$ 4,017.18	16.06	\$ 2,280.52	24.25	\$ 3,443.50	\$ -	\$ -	17.24	\$ 2,448.08	7.75	\$ 1,100.50	
52 # 46438 air	61	\$ 15.61	\$ 952.21	\$ -	\$ -	21.85	\$ 1,332.85	13.39	\$ 816.79	18.73	\$ 1,142.53	\$ -	\$ -	9.81	\$ 598.41	13	\$ 793.00	
53 # 46449 air	21	\$ 9.10	\$ 191.10	\$ -	\$ -	12.74	\$ 267.54	7.67	\$ 161.07	10.92	\$ 229.32	\$ -	\$ -	8.24	\$ 173.04	2.3	\$ 48.30	
54 # 46522 air	30	\$ 12.81	\$ 384.30	\$ -	\$ -	17.94	\$ 538.20	10.07	\$ 302.10	15.37	\$ 461.10	\$ -	\$ -	10.81	\$ 324.30	8.83	\$ 264.90	
55 # 46562 air	20	\$ 20.13	\$ 402.60	\$ -	\$ -	28.18	\$ 563.60	17.09	\$ 340.60	24.15	\$ 483.00	\$ -	\$ -	18.28	\$ 365.60	11.03	\$ 220.60	
56 # 46569 air	20	\$ 11.79	\$ 235.80	\$ -	\$ -	16.5	\$ 330.00	9.18	\$ 183.60	14.14	\$ 282.80	\$ -	\$ -	9.86	\$ 197.20	9.91	\$ 198.20	
57 # 46671 air	21	\$ 14.77	\$ 310.17	\$ -	\$ -	20.68	\$ 434.28	12.32	\$ 258.72	17.72	\$ 372.12	\$ -	\$ -	13.23	\$ 277.83	7.05	\$ 148.05	
58 # 46672 air	21	\$ 11.13	\$ 233.73	\$ -	\$ -	15.58	\$ 327.18	10.01	\$ 210.21	13.35	\$ 280.35	\$ -	\$ -	10.75	\$ 225.75	8.74	\$ 183.54	
59 # 46728 air	30	\$ 6.26	\$ 187.80	\$ -	\$ -	18.37	\$ 551.10	9.69	\$ 290.70	15.74	\$ 472.20	\$ -	\$ -	11.57	\$ 347.10	9.15	\$ 274.50	
60 # 46904 air	20	\$ 42.11	\$ 842.20	\$ -	\$ -	58.95	\$ 1,179.00	37.31	\$ 746.20	50.53	\$ 1,010.60	\$ -	\$ -	38.52	\$ 770.40	31.03	\$ 620.60	
61 # 46917 air	10	\$ 4.77	\$ 47.70	\$ -	\$ -	6.68	\$ 66.80	4.12	\$ 41.20	5.73	\$ 57.30	\$ -	\$ -	4.64	\$ 46.40	3.19	\$ 31.90	
62 # 46919 air	45	\$ 38.80	\$ 1,746.00	\$ -	\$ -	54.32	\$ 2,444.40	31.27	\$ 1,407.15	46.55	\$ 2,094.75	\$ -	\$ -	33.57	\$ 1,510.65	27.5	\$ 1,237.50	
63 # 49082 air	30	\$ 8.56	\$ 256.80	\$ -	\$ -	11.98	\$ 359.40	6.68	\$ 200.40	10.27	\$ 308.10	\$ -	\$ -	6.98	\$ 209.40	9.18	\$ 275.40	
64 # 49883 air	24	\$ 8.98	\$ 215.52	\$ -	\$ -	12.54	\$ 300.96	6.47	\$ 155.28	10.78	\$ 258.72	\$ -	\$ -	7.09	\$ 170.16	3.83	\$ 91.92	
65 # 49886 air	92	\$ 35.50	\$ 3,266.00	\$ -	\$ -	49.7	\$ 4,572.40	31.49	\$ 2,897.08	42.59	\$ 3,918.28	\$ -	\$ -	33.8	\$ 3,109.60	29.49	\$ 2,713.08	
66 # 51040 oil	12	\$ 2.79	\$ 33.48	\$ -	\$ -	3.63	\$ 43.56	2.22	\$ 26.64	3.34	\$ 40.08	\$ -	\$ -	2.52	\$ 30.24	2.15	\$ 25.80	
67 # 51056 oil																		

Item	Description	Qty.	Straus-Frank Enterprises LLC Laredo, Tx		Laredo Wholesale Auto Laredo, Texas		Mirge Operation LLC Laredo Tx 78045		Gonzalez Auto Parts Laredo Tx		Oreilly auto parts Springfield Mo		Texstar Professiona Services Brownwood Tx 76804		Rush Truck Center of Texas Laredo Tx 78045		Vehicle Maintenance Program Boca Raton FL 331131	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
76 # 51394 oil		21	\$ 3.11	\$ 65.31	\$ -	\$ -	4.35	\$ 91.35	2.43	\$ 51.03	3.89	\$ 81.69	\$ -	\$ -	3.02	\$ 63.42	2.48	\$ 52.08
77 # 51459 oil		10	\$ 4.68	\$ 46.80	\$ -	\$ -	6.55	\$ 65.50	3.64	\$ 36.40	5.61	\$ 56.10	\$ -	\$ -	3.91	\$ 39.10	2.78	\$ 27.80
78 # 51515 oil		10	\$ 2.71	\$ 27.10	\$ -	\$ -	3.63	\$ 36.30	2.03	\$ 20.30	3.25	\$ 32.50	\$ -	\$ -	2.26	\$ 22.60	2.15	\$ 21.50
79 # 51516 oil		125	\$ 2.79	\$ 348.75	\$ -	\$ -	3.63	\$ 453.75	2.17	\$ 271.25	3.34	\$ 417.50	\$ -	\$ -	3.08	\$ 385.00	2.13	\$ 266.25
80 # 51522 oil		86	\$ 3.90	\$ 289.80	\$ -	\$ -	4.3	\$ 369.80	2.57	\$ 221.02	3.96	\$ 340.56	\$ -	\$ -	3.07	\$ 264.02	1.93	\$ 165.98
81 # 51551 hydraulic		15	\$ 3.77	\$ 56.55	\$ -	\$ -	5.02	\$ 75.30	2.78	\$ 41.70	4.52	\$ 67.80	\$ -	\$ -	2.98	\$ 44.70	2.77	\$ 41.55
82 # 51602 oil		10	\$ 3.25	\$ 32.50	\$ -	\$ -	4.32	\$ 43.20	2.62	\$ 26.20	3.89	\$ 38.90	\$ -	\$ -	2.82	\$ 28.20	2.39	\$ 23.90
83 # 51721 hydraulic		15	\$ 41.27	\$ 619.05	\$ -	\$ -	57.78	\$ 866.70	31.22	\$ 468.30	49.52	\$ 742.80	\$ -	\$ -	38.1	\$ 496.50	32.32	\$ 484.80
84 # 51734 oil		30	\$ 8.67	\$ 260.10	\$ -	\$ -	11.53	\$ 345.90	6.51	\$ 195.30	10.4	\$ 312.00	\$ -	\$ -	6.99	\$ 209.70	5.69	\$ 170.70
85 # 51748 oil		79	\$ 23.90	\$ 1,840.70	\$ -	\$ -	28.33	\$ 2,238.07	15.39	\$ 1,215.81	25.55	\$ 2,018.45	\$ -	\$ -	16.52	\$ 1,805.08	12.72	\$ 1,004.88
86 # 51749 oil		102	\$ 11.75	\$ 1,198.50	\$ -	\$ -	15.63	\$ 1,594.26	8.54	\$ 871.68	14.09	\$ 1,437.18	\$ -	\$ -	9.17	\$ 935.34	8.62	\$ 879.24
87 # 51750 oil		54	\$ 6.11	\$ 329.94	\$ -	\$ -	8.56	\$ 462.24	5.89	\$ 318.06	7.33	\$ 395.82	\$ -	\$ -	6.32	\$ 341.28	3.66	\$ 197.64
88 # 51791 oil		105	\$ 5.62	\$ 590.10	\$ -	\$ -	7.47	\$ 784.35	4.1	\$ 430.50	6.74	\$ 707.70	\$ -	\$ -	4.39	\$ 460.95	3.3	\$ 346.50
89 # 51792 oil		148	\$ 10.46	\$ 1,548.08	\$ -	\$ -	18.91	\$ 2,058.68	7.51	\$ 1,111.48	12.55	\$ 1,857.40	\$ -	\$ -	8.06	\$ 1,192.88	7.02	\$ 1,038.96
90 # 51798 oil		53	\$ 6.05	\$ 320.65	\$ -	\$ -	8.05	\$ 426.65	4.75	\$ 251.75	7.26	\$ 384.78	\$ -	\$ -	5.1	\$ 270.30	3.69	\$ 195.57
91 # 51801 oil		24	\$ 10.99	\$ 263.76	\$ -	\$ -	15.39	\$ 369.36	9.61	\$ 230.64	18.19	\$ 316.56	\$ -	\$ -	10.31	\$ 247.44	6.97	\$ 167.28
92 # 57037 oil		28	\$ 7.77	\$ 217.56	\$ -	\$ -	10.88	\$ 304.64	7.87	\$ 220.36	9.32	\$ 260.96	\$ -	\$ -	6.59	\$ 184.52	7.07	\$ 197.96
93 # 57090 oil		33	\$ 2.75	\$ 90.75	\$ -	\$ -	3.59	\$ 118.47	2.32	\$ 76.56	3.29	\$ 108.57	\$ -	\$ -	2.25	\$ 74.25	2.3	\$ 75.90
94 # 57182 oil		52	\$ 5.59	\$ 290.68	\$ -	\$ -	7.43	\$ 386.36	5.19	\$ 269.88	6.7	\$ 348.40	\$ -	\$ -	5.58	\$ 290.16	5.05	\$ 262.60
95 # 57243 oil		10	\$ 7.03	\$ 70.30	\$ -	\$ -	9.36	\$ 93.60	5.3	\$ 53.00	8.44	\$ 84.40	\$ -	\$ -	5.69	\$ 56.90	5.75	\$ 57.50
96 # 57314 oil		120	\$ 11.32	\$ 1,358.40	\$ -	\$ -	15.05	\$ 1,806.00	8.99	\$ 1,078.80	13.58	\$ 1,629.60	\$ -	\$ -	10.34	\$ 1,240.80	8.69	\$ 1,042.80
97 # 57749 oil		56	\$ -	\$ -	\$ -	\$ -	0	\$ -	20.3	\$ 1,136.80	14.09	\$ 789.04	\$ -	\$ -	0	\$ -	0	\$ -
98 # 57750 oil		49	\$ 6.82	\$ 334.18	\$ -	\$ -	9.55	\$ 467.95	6.81	\$ 333.69	8.18	\$ 400.82	\$ -	\$ -	7.12	\$ 348.88	7.89	\$ 386.61
			<u>\$ 53,106.04</u>		<u>\$ -</u>		<u>\$ 73,679.02</u>		<u>\$ 44,931.69</u>		<u>\$ 64,986.65</u>		<u>\$ -</u>		<u>\$ 46,810.28</u>		<u>\$ 39,022.42</u>	

Section II - Automotive Parts- Belts, Hoses, & Cooling

Percentage of Discount offer	45- 65 %	55%, 36%, 32%, 50 %	40%	15%, 20%, 10%, 15%, 10%	N/A	N/A	18.25%
Product Identification (MFR)	CADNA	NBH, FFW, FPG, TEM	DAYCO	VARIOUS	N/A	N/A	GATES
Type Price Schedule	JOBBER	VERY HIGH VOL. GOV	JOBBER	JOBBER	N/A	N/A	JOBBER/DISTRIBUTOR
Price Schedule	10/1/2010	# 9042	CPCS10-10	VARIOUS	N/A	N/A	432-0900
Date of Price	1-Oct-10	Nov 1- Jun 30, 2011	2010 YR	11/1/10, 9/9/10	N/A	N/A	5-Nov-08
Price Schedule Column on which discount based	List	List	DISTRIBUTOR	JOBBER	N/A	N/A	JOBBER

Section III - Automotive Parts- Brakes and wheel Bearing

Percentage of Discount offer	45- 65 %	43%, 50%, 50%	40%-45%	25%, 40%, 10%, 5%, 20%	N/A	N/A	N/A
Product Identification (MFR)	PROTEC, BENDIX	TS, UP, NB	RAYBESTOS	VARIOUS	N/A	N/A	N/A
Type Price Schedule	JOBBER	VERY HIGH VOL. GOV	JOBBER	JOBBER	N/A	N/A	N/A
Price Schedule	10/1/2010	# 9042	FSG-201F	VARIOUS	N/A	N/A	N/A
Date of Price	1-Oct-10	Nov 1- Jun 30, 2011	2010 YR	11/1/10, 8/8/10	N/A	N/A	N/A
Price Schedule Column on which discount based	List	List	DISTRIBUTOR	JOBBER	N/A	N/A	N/A

Section IV - Automotive Parts- Chassis and steering

Percentage of Discount offer	45- 65 %	50%, 45%, 32%, 38%	40%-45%	20%, 10%	N/A	N/A	N/A
Product Identification (MFR)	MONROE,	NS, NCP, NOS, MRC	RAYBESTOS	VARIOUS	N/A	N/A	N/A
Type Price Schedule	JOBBER	VERY HIGH VOL. GOV	JOBBER	JOBBER	N/A	N/A	N/A
Price Schedule	10/1/2010	# 9042	FSG-0810	VARIOUS	N/A	N/A	N/A
Date of Price	1-Oct-10	Nov 1- Jun 30, 2011	2010 YR	11/1/2010	N/A	N/A	N/A
Price Schedule Column on which discount based	List	List	DISTRIBUTOR	JOBBER	N/A	N/A	N/A

Section V - Automotive Parts- Driven Train

Item	Description	Qty.	Straus-Frank Enterprises LLC Laredo, Tx		Laredo Wholesale Auto . Laredo , Texas		Mirge Operation LLC Laredo Tx 78045		Gonzalez Auto Parts Laredo Tx		Oreilly auto parts Springfield Mo		Texstar Professiona Services Brownwood Tx 76804		Rush Truck Center of Texas Laredo Tx 78045		Vehicle Maintenance Program Boca Raton FL 331131		
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
	Percentage of Discount offer				45- 65 %		45%, 42%, 38% , 23%		40%-45%		15%,10%, 0 %25%		N/A		N/A		N/A		
	Product Identification (MFR)				TIMKON/AMGUAGE,		ATP, BRG, PUJ, MBI		EMPI		VARIOUS		N/A		N/A		N/A		
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		INSTALLER, JOBBER		N/A		N/A		N/A		
	Price Schedule				10/1/2010		# 9042		EM0310		VARIOUS		N/A		N/A		N/A		
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR		11/1/10, 9/8/10		N/A		N/A		N/A		
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		INSTALLER, JOBBER		N/A		N/A		N/A		
Section VI - Automotive Parts- Electrical																			
	Percentage of Discount offer				45- 65 %		15%, 48%, 43%, 35%		45%		10%,15%, 0%, 40%		N/A		N/A		N/A		
	Product Identification (MFR)				DELCO/MASTER		WIL, RAY, ECH, BEL		USA		VARIOUS		N/A		N/A		71.50%		
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		INSTALLER, JOBBER		N/A		N/A		DISTRIBUTOR		
	Price Schedule				10/1/2010		# 9042		U02-10		VARIOUS		N/A		N/A		L10		
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR		11/1/10, 9/9/10, 9/8/10, 9/17/10		N/A		N/A		1-Jul-10		
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		INSTALLER, JOBBER		N/A		N/A		SUGGESTED LIST		
Section VII - Automotive Parts- Exhaust																			
	Percentage of Discount offer				N/A		30%		45%-45%		10%,		N/A		N/A		N/A		
	Product Identification (MFR)				N/A		BK		BRUTE POWER		Walker , ROL		N/A		N/A		N/A		
	Type Price Schedule				N/A		VERY HIGH VOL. GOV		JOBBER		JOBBER		N/A		N/A		N/A		
	Price Schedule				N/A		# 9042		BP706-10		Wall-all, Roll-all		N/A		N/A		N/A		
	Date of Price				N/A		Nov 1- Jun 30, 2011		2010 YR		11/1/2010		N/A		N/A		N/A		
	Price Schedule Column on which discount based				N/A		List		DISTRIBUTOR		JOBBER		N/A		N/A		N/A		
Section VIII - Automotive Parts- Fuel & Emission																			
	Percentage of Discount offer				45- 65 %		35%, 43%, 40 %		45%-45%		15%, 10%, 40%		N/A		N/A		N/A		
	Product Identification (MFR)				PROTEC		NFP, ECH, CRB		CARTER		VARIOUS		N/A		N/A		N/A		
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		JOBBER		N/A		N/A		N/A		
	Price Schedule				10/1/2010		# 9042		CU0110		VARIOUS		N/A		N/A		N/A		
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR		11/1/2010		N/A		N/A		N/A		
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		JOBBER		N/A		N/A		N/A		
Section IX - Automotive Parts- Heating & Air condition																			
	Percentage of Discount offer				N/A		50 % 43 %		45%-45%		10%, 15%		N/A		N/A		N/A		
	Product Identification (MFR)				N/A		TEM, ECH		FOUR SEASONS		VARIOUS		N/A		N/A		N/A		
	Type Price Schedule				N/A		VERY HIGH VOL. GOV		JOBBER		JOBBER		N/A		N/A		N/A		
	Price Schedule				N/A		# 9042		CA1250H		VARIOUS		N/A		N/A		N/A		
	Date of Price				N/A		Nov 1- Jun 30, 2011		2010 YR		9 / 8/10, 11/1/10		N/A		N/A		N/A		
	Price Schedule Column on which discount based				N/A		List		DISTRIBUTOR		JOBBER		N/A		N/A		N/A		
Section X - Automotive Parts- Ignition																			
	Percentage of Discount offer				45- 65 %		48 % 43 %		40%-45%		10%, 15%,		N/A		N/A		N/A		
	Product Identification (MFR)				DELCO/CHAMPION, PROTEC		ASP, ECH		STANDARD		VARIOUS		N/A		N/A		N/A		
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		JOBBER		N/A		N/A		N/A		
	Price Schedule				10/1/2010		# 9042		SPMAR10		VARIOUS		N/A		N/A		N/A		
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR		1-Nov-10		N/A		N/A		N/A		
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		JOBBER		N/A		N/A		N/A		

Item	Description	Qty.	Straus-Frank Enterprises LLC Laredo, Tx		Laredo Wholesale Auto. Laredo, Texas		Mirge Operation LLC Laredo Tx 78045		Gonzalez Auto Parts Laredo Tx		Oreilly auto parts Springfield Mo		Texstar Professiona Services Brownwood Tx 76804		Rush Truck Center of Texas Laredo Tx 78045		Vehicle Maintenance Program Boca Raton FL 331131			
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
Section XI - Automotive Parts- Lamps Bulbs, flashers & Switches																				
	Percentage of Discount offer				45- 65 %		45 % , 40 % 43 %		45%		40%, 10%, 15%		N/A		N/A		71.5%, 78.3%			
	Product Identification (MFR)				GE/SYLVANNIA,		LMP, BK, ECH		EIKO		VARIOUS		N/A		N/A		TRUCKLITE/ WAGNER			
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		JOBBER-INSTALLER		N/A		N/A		RETAILED/ DISTRIBUTER			
	Price Schedule				10/1/2010		# 9042		EK280226		VARIOUS		N/A		N/A		L10/ WL103			
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR		9/8/10, 9/17/10, 11/1/10, 9/9/10		N/A		N/A		JULY 1 10/ SEPT 22, 2008			
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		JOBBER-INSTALLER		N/A		N/A		SUGGESTED AND INSTALLED LIST			
Section XII - Automotive Parts- Shock & Struts																				
	Percentage of Discount offer				45- 65 %		45 % , 50 %		40%		20%, 10%		N/A		N/A		N/A			
	Product Identification (MFR)				MONROE,		NCP, NS		MONROE		Monroe, Moog, Master Pro		N/A		N/A		N/A			
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		JOBBER-INSTALLER		N/A		N/A		N/A			
	Price Schedule				10/1/2010		# 9042		MRFEB10		VARIOUS		N/A		N/A		N/A			
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR		1-Nov-10		N/A		N/A		N/A			
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		JOBBER-INSTALLER		N/A		N/A		N/A			
Section XIII - Automotive Parts- Wiper, blades, arms & motors																				
	Percentage of Discount offer				45- 65 %		32 % , 46%, 43%		45%		20%, 15%		N/A		N/A		71%			
	Product Identification (MFR)				ANCO/TRICO		OWI, WIP, ECH		PYLON		Anco, A1 Cordone, Borg Warner		N/A		N/A		ANLO			
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		INSTALLER-JOBBER		N/A		N/A		DISTRIBUTOR LIST			
	Price Schedule				10/1/2010		# 9042		PYFR10		Anco-all, A1-00, BWD-ALL		N/A		N/A		AN103			
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR		9/27/10, 11/1/10, 9/9/10		N/A		N/A		AUG 1 2007			
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		INSTALLER-JOBBER		N/A		N/A		SUGGESTED INSTALLED LIST			
Section XIV - Automotive Parts- Service Lubricants																				
	Percentage of Discount offer				45- 65 %		20%		40%-45%		10%		15%		N/A		N/A			
	Product Identification (MFR)				WD40/3M,		WD		PRIME		VARIOUS		WYNN'S		N/A		N/A			
	Type Price Schedule				JOBBER		VERY HIGH VOL. GOV		JOBBER		INSTALLER		FIXED RATE/ DEALER		N/A		N/A			
	Price Schedule				10/1/2010		# 9042		PROCT10				FIXED RATE/ DEALER		N/A		N/A			
	Date of Price				1-Oct-10		Nov 1- Jun 30, 2011		2010 YR				11/3/2010		N/A		N/A			
	Price Schedule Column on which discount based				List		List		DISTRIBUTOR		INSTALLER		N/A		N/A		N/A			
Section XV- Brakes disc pads, rotos, callipers for emergency vehiclesonly-police package, only acceptable brands for this section																				
Protect Brand																				
1	Front Disc Pads #ATD931P	100																		
	w/abuntment kit		\$	43.17	\$	4,317.00	\$	32.99	\$	3,299.00	0	\$	-	43.95	\$	4,395.00	58.04	\$	5,804.00	
2	Rear Disc Pads #ATD1040AP	100																		
	w/abuntment kit		\$	42.83	\$	4,283.00	\$	32.99	\$	3,299.00	0	\$	-	43.95	\$	4,395.00	51.17	\$	5,117.00	
3	Rotors #RB680110	100	\$	102.58	\$	10,258.00	\$	35.99	\$	3,599.00	0	\$	-	84.98	\$	8,498.00	133.47	\$	13,347.00	
4	Rotors #RB680129	100	\$	68.77	\$	6,877.00	\$	27.99	\$	2,799.00	0	\$	-	62.98	\$	6,298.00	121.95	\$	12,195.00	
5	Front Callipers #RC11381P	10	\$	97.95	\$	979.50	\$	49.99	\$	499.90	0	\$	-	84.95	\$	849.50	82.66	\$	826.60	
6	Front Callipers #RC11382P	10	\$	97.95	\$	979.50	\$	49.99	\$	499.90	0	\$	-	84.94	\$	849.40	82.66	\$	826.60	
7	Rear Callipers #RC11821P	10	\$	70.43	\$	704.30	\$	42.99	\$	429.90	0	\$	-	61.95	\$	619.50	59.59	\$	595.90	
8	Rear Callipers #RC11822P	10	\$	70.43	\$	704.30	\$	42.99	\$	429.90	0	\$	-	61.95	\$	619.50	59.59	\$	595.90	
For Police Package Dodge Charger																				
9	Front Disc Pads #ATD1057P	100																		
	w/abuntment kit		\$	41.40	\$	4,140.00	\$	36.99	\$	3,699.00	0	\$	-	41.95	\$	4,195.00	54.85	\$	5,485.00	
10	Rear Disc Pads #ATD1058P	100																		
	w/abuntment kit		\$	46.37	\$	4,637.00	\$	36.99	\$	3,699.00	0	\$	-	46.95	\$	4,695.00	39.5	\$	3,950.00	
11	Rotors #780256P	200	\$	94.55	\$	18,910.00	\$	45.99	\$	9,198.00	0	\$	-	79.98	\$	15,996.00	113.06	\$	22,612.00	
12	Front Callipers #RC11701P	10	\$	80.75	\$	807.50	\$	69.99	\$	699.90	0	\$	-	70.95	\$	709.50	93.43	\$	934.30	
13	Front Callipers #RC11702P	10	\$	80.75	\$	807.50	\$	69.99	\$	699.90	0	\$	-	70.95	\$	709.50	93.43	\$	934.30	
14	Rear Callipers #RC11767P	20	\$	75.59	\$	1,511.80	\$	62.99	\$	1,259.80	0	\$	-	65.95	\$	1,319.00	98.97	\$	1,979.40	
Grand Total			\$	59,916.40	\$	34,111.20	\$	-	\$	54,147.90	\$	75,203.00	\$	-	\$	-	\$	-	\$	-

Item	Description	Qty.	Straus-Frank Enterprises LLC Laredo, Tx		Laredo Wholesale Auto. Laredo, Texas		Mirge Operation LLC Laredo Tx 78045		Gonzalez Auto Parts Laredo Tx		Oreilly auto parts Springfield Mo		Texstar Profesionas Services Brownwood Tx 76804		Rush Truck Center of Texas Laredo Tx 78045		Vehicle Maintenance Program Boca Raton FL 331131			
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
Option II- Bendix Brand																				
1	Front Disc Pads #ATD931P 100 w/aburnment kit	100		\$ 38.50	\$ 3,850.00															
2	Rear Disc Pads #ATD1040AP 100 w/aburnment kit	100		\$ 38.00	\$ 3,800.00															
3	Rotors #RB680110 100	100		\$ 36.99	\$ 3,699.00															
4	Rotors #RB680129 100	100		\$ 29.99	\$ 2,999.00															
5	Front Callipers #RC11381P 10	10		\$ 55.99	\$ 559.90															
6	Front Callipers #RC11382P 10	10		\$ 55.99	\$ 559.90															
7	Rear Callipers #RC11821P 10	10		\$ 45.99	\$ 459.90															
8	Rear Callipers #RC11822P 10	10		\$ 45.99	\$ 459.90															
For Police Package Dodge Charger																				
9	Front Disc Pads #ATD1057P 100 w/aburnment kit	100		\$ 38.99	\$ 3,899.00															
10	Rear Disc Pads #ATD1058P 100 w/aburnment kit	100		\$ 36.99	\$ 3,699.00															
11	Rotors #780256P 200	200		\$ 49.99	\$ 9,998.00															
12	Front Callipers #RC11701P 10	10		\$ 75.99	\$ 759.90															
13	Front Callipers #RC11702P 10	10		\$ 75.99	\$ 759.90															
14	Rear Callipers #RC11767P 20	20		\$ 65.99	\$ 1,319.80															
Grand Total					<u>\$ 36,823.20</u>															
Option III - Protec Brand																				
1	Front Disc Pads #ATD931P 100 w/aburnment kit	100		\$ 32.99	\$ 3,299.00															
2	Rear Disc Pads #ATD1040AP 100 w/aburnment kit	100		\$ 32.99	\$ 3,299.00															
3	Rotors #RB680110 100	100		\$ 41.99	\$ 4,199.00															
4	Rotors #RB680129 100	100		\$ 31.99	\$ 3,199.00															
5	Front Callipers #RC11381P 10	10		\$ 55.99	\$ 559.90															
6	Front Callipers #RC11382P 10	10		\$ 55.99	\$ 559.90															
7	Rear Callipers #RC11821P 10	10		\$ 45.99	\$ 459.90															
8	Rear Callipers #RC11822P 10	10		\$ 45.99	\$ 459.90															
For Police Package Dodge Charger																				
9	Front Disc Pads #ATD1057P 100 w/aburnment kit	100		\$ 36.99	\$ 3,699.00															
10	Rear Disc Pads #ATD1058P 100 w/aburnment kit	100		\$ 36.99	\$ 3,699.00															
11	Rotors #780256P 200	200		\$ 55.99	\$ 11,198.00															
12	Front Callipers #RC11701P 10	10		\$ 75.99	\$ 759.90															
13	Front Callipers #RC11702P 10	10		\$ 75.99	\$ 759.90															
14	Rear Callipers #RC11767P 20	20		\$ 65.99	\$ 1,319.80															
Grand Total					<u>\$ 37,471.20</u>															
Option IV - Bendex Brand																				
1	Front Disc Pads #ATD931P 100 w/aburnment kit	100		\$ 38.50	\$ 3,850.00															
2	Rear Disc Pads #ATD1040AP 100 w/aburnment kit	100		\$ 38.00	\$ 3,800.00															
3	Rotors #RB680110 100	100		\$ 45.99	\$ 4,599.00															
4	Rotors #RB680129 100	100		\$ 33.99	\$ 3,399.00															
5	Front Callipers #RC11381P 10	10		\$ 59.99	\$ 599.90															
6	Front Callipers #RC11382P 10	10		\$ 59.99	\$ 599.90															
7	Rear Callipers #RC11821P 10	10		\$ 49.99	\$ 499.90															
8	Rear Callipers #RC11822P 10	10		\$ 49.99	\$ 499.90															
For Police Package Dodge Charger																				
9	Front Disc Pads #ATD1057P 100 w/aburnment kit	100		\$ 38.99	\$ 3,899.00															
10	Rear Disc Pads #ATD1058P 100 w/aburnment kit	100		\$ 36.99	\$ 3,699.00															
11	Rotors #780256P 200	200		\$ 59.99	\$ 11,998.00															
12	Front Callipers #RC11701P 10	10		\$ 79.99	\$ 799.90															
13	Front Callipers #RC11702P 10	10		\$ 79.99	\$ 799.90															
14	Rear Callipers #RC11767P 20	20		\$ 69.99	\$ 1,399.80															
Grand Total					<u>\$ 40,443.20</u>															

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTIONS Consideration to award contract FY11-021 for the purchase of recapped tires for the City's heavy duty fleet vehicles to the low bidder meeting specifications Southern Tire Mart, Dallas, Texas, in the estimated annual amount of \$132,774.00. All recapped tires will be purchased on an as-needed basis. Funding is available in the Fleet Maintenance budget.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E, Engineering Department Director Jack Dunn, General Fleet Manager Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received 6 bids for awarding an annual contract to purchase 11R22.5 recapped tires for City vehicles. The term of this contract is for a period of one year with an option to extend the contract for two additional one-year terms. All recapped tires will be secured on an as-needed basis. A to Z Tire had a lower bid of \$116,100.00 but did not meet specs on the tire recap method specified and the 27/32 tire depth required. Staff has reviewed the bids submitted and is recommending awarding the bid to the low bidder meeting specifications Southern Tire Mart.

Bid Summary	Total Price	Tire Recap Method	
Southern Tire Mart	\$132,774.00	Bandag BDY-1	
Snider Tire Inc.	\$133,245.00	Michelin Pre-mold	
A to Z Tires & Batteries	\$134,100.00	Splicess Precure	
GCR Tire Center	\$136,615.23	Bandag BDY – 1	
Wingfoot Commercial	\$139,569.50	Precure	
Tire Centers Inc.	\$175,500.00	Michelin	
Tire Centers Inc.	\$180,171.00	Michelin	
Tire Centers Inc.	\$188,730.00	Michelin	
Tire Centers Inc.	\$189,900.00	MSPN	
Tire Centers Inc.	\$198,504.00	MSPN	
A to Z Tires & Batteries	\$116,100.00	Precure *	Did not meet specifications on tire recap method and the minimum tire depth specified of 27/32

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.

Fleet Management Fund – Tires & tubes Account Number: 593-2810-533-2072

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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City of Laredo
 Bid Tabulation FY11-021
 Recapped Tires-Fleet

Item	Description	Qty	GCR Tire Center Laredo Tx,		Southern Tire Mart Tx		Dallas		Snider Tire Inc. Laredo Tx		Wingfoot Commercial Tire Laredo Tx	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	11R22.5 27/32- Thread Depth Recapped tires	900	\$ 151.72	\$ 136,548.00	\$ 147.50	\$ 132,750.00			\$ 148.05	\$ 133,245.00	\$ 155.00	\$ 139,500.00
2	Spot Repairs	1	\$ 23.91	\$ 23.91	\$ -	\$ -			\$ -	\$ -	\$ 4.75	\$ 4.75
3	120 Repairs	1	\$ 8.30	\$ 8.30	\$ 4.00	\$ 4.00			\$ -	\$ -	\$ 16.75	\$ 16.75
4	124 Repairs	1	\$ 20.50	\$ 20.50	\$ 8.00	\$ 8.00			\$ -	\$ -	\$ 18.75	\$ 18.75
5	140 Repair	1	\$ 14.52	\$ 14.52	\$ 10.00	\$ 10.00			\$ -	\$ -	\$ 21.75	\$ 21.75
6	Nail hole Repairs	1	\$ -	\$ -	\$ 2.00	\$ 2.00			\$ -	\$ -	\$ 7.50	\$ 7.50
Grand Total			\$ 136,615.23		\$ 132,774.00				\$ 133,245.00		\$ 139,569.50	

Type of Recapping Method:

BANDAG BDY-1	BANDAG BDY-1	Michelin Premold MART1	Precure
Addendum : Yes	Addendum : Yes	Addendum : No	Addendum : Yes

Item	Description	Qty	Tire Center Inc Laredo Tx,		A to Z Tires and Battery Inc. Armadillo Tx	
			Unit Price	Total Price	Unit Price	Total Price
1	11R22.5 27/32- Thread Depth Recapped tires	900	\$ 195.00	\$ 175,500.00	\$ 149.00	\$ 134,100.00
2	Spot Repairs	1	\$ -	\$ -	\$ -	\$ -
3	120 Repairs	1	\$ -	\$ -	\$ -	\$ -
4	124 Repairs	1	\$ -	\$ -	\$ -	\$ -
5	140 Repair	1	\$ -	\$ -	\$ -	\$ -
6	Nail hole Repairs	1	\$ -	\$ -	\$ -	\$ -
Grand Total			\$ 175,500.00		\$ 134,100.00	

Types Of Recapping Method:

Not Specified	Spliceless Precure
Addendum : No	Addendum : No

Note: Tire Center sent 4 other options. Listed Price Per Tire is listed below:

Option 2	\$ 211.01	\$ 189,909.00
Option 3	\$ 209.70	\$ 188,730.00
Option 4	\$ 200.19	\$ 180,171.00
Option 5	\$ 220.56	\$ 198,504.00

Note: A t Z sent 1 other option. Listed Price Per Tire is listed below:

Option 2	\$ 129.00	\$ 116,100.00
(Precure 26/32 thread depth)		

COUNCIL COMMUNICATION

DATE: 12/20/2010	Subject: MOTIONS Consideration to award a contract for the purchase of one vacuum truck for the Utilities Department utilizing the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing contract to the following vendors: <ol style="list-style-type: none"> 1) Santex Truck Center, San Antonio, TX in the amount of \$86,730.00 for the purchase of one International cab and chassis truck; and 2) VAC-CON Inc. in the amount of \$183,130.36 for the purchase of one vacuum truck service body. This a replacement truck for the Wastewater Division. Funding is available in the Utilities Department Fund.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Rogelio Rivera, P.E., City Engineer Jack Dunn, Fleet General Manager Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: Authorized participation in the H-GAC Cooperative Purchasing Program.

BACKGROUND: A recommendation is being presented to the City Council that a contract be awarded to the Santex Truck Center for the purchase of the truck chassis and Vac-Con for the purchase of the vacuum tank system. The requested truck is a replacing 2000 Vactor truck unit. Delivery is expected with-in 120-150 days.

		Qty	Unit Price	Total
Santex Truck Center H-GAC Contract HT11-09	2011 International cab for vacuum truck	1	\$ 86,730.00	\$ 86,730.00
VAC-CON H-GAC Contract SC01-10	VAC-Con Module	1	\$183,136.36	<u>\$ 183,130.36</u>
Grand Total				\$ 269,860.36

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this motion be approved.
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CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT11-09

Date Prepared:

11/23/2010

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Laredo, TX - Fleet Svcs. Dept.	Contractor:	Santex Truck Centers, Ltd.
Contact Person:	Jack Dunn	Prepared By:	Rick DeNolf
Phone:	956-744-4286	Phone:	(210) 477-2514 - (800) 373-8370
Fax:	956-727-7944	Fax:	(210) 661-0226
Email:	jdunn@ci.laredo.tx.us	Email:	rdenolf@santextrucks.com

Product Code:	F13	Description:	2011 International 7400 6x4
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 61154

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1GBP Frame Reinforcement	1382	14UHC 40k Rear Suspension	214
1WGC Extended Wheelbase	944	14WAL Rear Axle / Suspension Identity	191
2ARY 20k Front Axle	2584	15SET 100 Gal. Aluminum Fuel Tank	478
3708 Front Shocks Absorbers	265	16JNT Air-Ride Driver Seat	191
3ACS 20k Front Suspension	232	16WCT Air Conditioner	823
4EBT Air Dryer	526	27DNP 12.25" Front Wheels	731
7BDS Vertical Exhaust System	282	28DMA 8.25" Rear Wheels	160
12NUV 315 hp MaxxForce DT Diesel Engine EPA 10	2647	7382135401 16 ply Continental Rear Tires	848
12THZ Horton Fan Drive	503	7752665410 20 ply Continental Front Tires	1020
13ALZ Allison Automatic Transmission	6891	40BKB 36 month Extended Towing Warranty	210
13WAW Transmission Oil Cooler	667	Subtotal From Additional Sheet(s):	
14GWA 40k Rear Axle	109	Subtotal B:	21898

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer Required Published & Unpublished Options	3078		
for Vac-Con Sewer Vac Application		Subtotal From Additional Sheet(s):	
		Subtotal C:	3078

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered:	1	X Subtotal of A + B + C:	86130	=	Subtotal D:	86130
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges:

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 86730



CONTRACT PRICING WORKSHEET

for All Products EXCEPT Motor Vehicles In The State Of Texas

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.

Buying Agency:	City of Laredo	Contractor:	VAC-CON, INC. 969 Hall Park Rd. Green Cove Springs, FL 32043
Contact Person:	Raul Chapa	Prepared By:	JAN CHAPMAN
Phone:	956-721-2022	Phone:	904-284-4200
Location City, State:	Fleet Maintenance, 2800 Saunders, Laredo, TX 78041 Accts Payable, PO Box 210, Laredo, TX 78042-0210	Contract No.:	SC01-10
Date:	11/23/2010	Product Code:	A002
Product Description:	DUAL ENGINE FAN COMBINATION UNIT 9 CU YD		

A. Item Base Unit Price Per H-GAC Contract:	\$ 128,766.00
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Notes: The final Vac-Con Model after options & accessories is: **V311SHA/1000**

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

	Cost
Subtotal Options & Accessories - see attached sheets B1:	\$ 63,650.00
Subtotal Chassis (Not Available to Customers in the State of TX) see attached sheets B2:	
Subtotal B:	\$ 63,650.00

Note: Published Options are options submitted with the contractor's bid.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	Remote oil drain kit for water pump	\$ 230.00			
				Subtotal From Additional Sheet(s):	
				Subtotal C:	\$ 230.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:					0%

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

	Delivery	
	Vac-Con Discount TF	\$ (12,222.00)
	Subtotal D:	\$ (12,222.00)

E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)	\$ 180,424.00
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Quantity Ordered	X	1
	Subtotal E:	\$ 180,424.00

F. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)

If only a Vac-Con is being purchased, HGAC Administration Fee is 1.5% of Vac-Con Price	\$ 2,706.36
If both Vac-Con & Chassis are being supplied HGAC Administration Fee is \$1000.00 per Purchase Order	
Price excludes any applicable sales taxes, FET, tag, title or registration fees.	
Subtotal F:	\$ 2,706.36

G. Total Purchase Price (E+F):	\$ 183,130.36
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(Please Type, or Print Legibly)

Estimated Delivery Date:

COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: MOTIONS Consideration to authorize a purchase contract with Motorola Inc. through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the amount of \$94,059.00 for the purchase of two hundred and fifty microphone transmitter and receiver kits for the Police Department's in-car-video systems. Funding is available in the Police Trust Fund budget.																								
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 two hundred and fifty wireless microphone transmitters kits and receiver kits and home chargers for the Police Department's in-car-video system. This equipment is being purchased from Motorola through the Houston-Galveston Area Council of Governments (H-GAC) contract RA01-08.																									
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Item</th> <th style="text-align: center; border-bottom: 1px solid black;">Qty</th> <th style="text-align: center; border-bottom: 1px solid black;">Unit Price</th> <th style="text-align: center; border-bottom: 1px solid black;">Extended Price</th> </tr> </thead> <tbody> <tr> <td>Wireless Microphone Transmitter Kit</td> <td style="text-align: center;">250</td> <td style="text-align: center;">\$189.00</td> <td style="text-align: center;">\$47,250.00</td> </tr> <tr> <td>Wireless Microphone Receiver Kit</td> <td style="text-align: center;">250</td> <td style="text-align: center;">\$184.50</td> <td style="text-align: center;">\$46,125.00</td> </tr> <tr> <td>Home charger kit</td> <td style="text-align: center;">250</td> <td style="text-align: center;">\$ 63.00</td> <td style="text-align: center;">\$15,750.00</td> </tr> <tr> <td>Trade in allowance</td> <td style="text-align: center;">124</td> <td style="text-align: center;">(\$124.50)</td> <td style="text-align: center;">(\$15,066.00)</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center; border-top: 1px solid black;">\$94,059.00</td> </tr> </tbody> </table>		Item	Qty	Unit Price	Extended Price	Wireless Microphone Transmitter Kit	250	\$189.00	\$47,250.00	Wireless Microphone Receiver Kit	250	\$184.50	\$46,125.00	Home charger kit	250	\$ 63.00	\$15,750.00	Trade in allowance	124	(\$124.50)	(\$15,066.00)				\$94,059.00
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Trade in allowance	124	(\$124.50)	(\$15,066.00)																						
			\$94,059.00																						
FINANCIAL IMPACT: Funds for the purchase of this equipment are available in the following line item budget. Police Trust Fund 665-2300-522-2400																									
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.																								

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTIONS Consideration to exercise the renewal option for annual contract FY09-107 for the purchase of medication, medical equipment, supplies and gloves used by the Fire Department-EMS Division to the listed vendors: 1) Primary vendor: Bound Tree Medical; 2) Secondary vendors: Southeastern Emergency, Moore Medical, Matrix Medical, Kentron Health Care, Midwest Medical, Firstline Gloves, School Health Corp., Quadmco Inc., United Medical, MMS-A Medical, Eastmed Enterprises, Dash Medical Gloves, PMI Progressive Medical, Interboro Packaging Corp. This contract establishes a fixed contract price for a twelve month period and allows the Fire Department to purchase the needed supplies throughout the contract period. Approximately \$160,000 is spent on an annual basis for EMS supplies. Funding is available in the Fire Department – EMS budget.																																				
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Steve E. Landin., Fire Chief Francisco Meza, Purchasing Agent																																				
PREVIOUS COUNCIL ACTION: Awarded contract FY09-107 on 12/07/10. The original terms of this contract was for a one year period with one year renewal option upon consent of both parties.																																					
BACKGROUND: It is recommended that this contract be extended for one additional year. A total of 180 different medications, medical equipment and medical gloves were identified and unit pricing was secured for the more common items used. The annual contract for the purchase of medical supplies and medical gloves used by the Fire Department’s EMS division. This contract establishes a fixed contract price for twelve months term and allows the EMS staff to purchase medical supplies as need throughout the contract period. Approximately \$160,000 is spent on annual basis.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Primary Vendor</th> <th style="width: 50%;">Discount</th> </tr> </thead> <tbody> <tr> <td>Bound Tree Medical</td> <td>10%</td> </tr> <tr> <th colspan="2" style="text-align: center;">Secondary Vendors</th> </tr> <tr> <td>Southeastern Emergency</td> <td>10%</td> </tr> <tr> <td>Moore Medical</td> <td>10%</td> </tr> <tr> <td>Matrix Medical</td> <td>15%</td> </tr> <tr> <td>Kentron Health Care</td> <td>40%</td> </tr> <tr> <td>Midwest Medical</td> <td>10%</td> </tr> <tr> <td>First Line LLC</td> <td>32%</td> </tr> <tr> <td>School Health Corp</td> <td>12%</td> </tr> <tr> <td>Quadmco Inc.</td> <td>10%</td> </tr> <tr> <td>United Medical</td> <td>N/B</td> </tr> <tr> <td>MMS-A Medical</td> <td>10%</td> </tr> <tr> <td>Eastmed Enterprises</td> <td>N/B</td> </tr> <tr> <td>Dash Medical Gloves</td> <td>18%</td> </tr> <tr> <td>PMI Progressive Medical</td> <td>5%</td> </tr> <tr> <td>Interboro Packing Corp.</td> <td>5%</td> </tr> <tr> <td>All Med</td> <td>15%</td> </tr> </tbody> </table>		Primary Vendor	Discount	Bound Tree Medical	10%	Secondary Vendors		Southeastern Emergency	10%	Moore Medical	10%	Matrix Medical	15%	Kentron Health Care	40%	Midwest Medical	10%	First Line LLC	32%	School Health Corp	12%	Quadmco Inc.	10%	United Medical	N/B	MMS-A Medical	10%	Eastmed Enterprises	N/B	Dash Medical Gloves	18%	PMI Progressive Medical	5%	Interboro Packing Corp.	5%	All Med	15%
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All Med	15%																																				
FINANCIAL IMPACT: Fund for the purchase of these medications, medical equipment and medical gloves are available in the following line item budget: Fire Department - EMS Fund – Medical Supplies. Account Number: 101-2415-522-3810																																					
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.																																				

Description	Manufacturer	United Health Corp.	Centers Health Corp.	Diversified, Inc.	United Medical Equipment	2016		2015		2014		2013		2012		2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073
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COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTIONS Consideration to award contract FY11-022 for the purchase of various vehicles to the following low bidders: (a) Caldwell Country Ford, Caldwell, TX in the amount of \$662,037.00 for the purchase of twenty five vehicles, and; (b) Sam Pack's Five Star Ford, Carrolton, Texas in the amount of \$62,105.00 for the purchase of five vehicles, and; (c) Philpott Motors, Nederland, Texas in the amount of \$ 18,945.00 for the purchase of one van. Funding is available from Contractual Obligation bond proceeds and department operational budgets.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Heberto L. Ramirez, I.S.T Department Director Dr. Hector Gonzalez, Health Department Director Ronnie Acosta, Community Development Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None

BACKGROUND: The City received seven bids for the purchase of thirty one administrative trucks for various departments. Delivery is expected within ninety to one hundred twenty days after receipt of order.

The following vehicles are being requested:

Section	Description	Department	Qty.	Unit Price	Total	Low Bidder
I	Ford F550 Truck w/Tool Box, Crane	Utilities	5	\$ 56,544.00	\$ 282,720.00	Caldwell
II	Ford F250 Super Cab	Utilities	2	\$ 19,940.00	\$ 39,880.00	Caldwell
III	Ford F150 Super Cab SWB	Utilities	7	\$ 16,632.00	\$ 116,424.00	Caldwell
		I.S.T.	2	\$ 16,632.00	\$ 33,264.00	Caldwell
		C. D.	1	\$ 16,632.00	\$ 16,632.00	Caldwell
IV	Ford F150 Super Cab LWB	I.S.T	1	\$ 18,488.00	\$ 18,488.00	Caldwell
V	Ford F150 Regular Cab LWB	Utilities	2	\$ 14,919.00	\$ 29,838.00	Caldwell
VII	Ford F150 Regular Cab SWB	Utilities	1	\$ 14,700.00	\$ 14,700.00	Caldwell
VIII	Chevrolet 2500 HD Truck	Utilities	1	\$21,725.00	\$ 21,725.00	Caldwell
X	Ford Ranger Super Cab	I.S.T	1	\$ 14,390.00	\$ 14,390.00	Caldwell
XI	Ford F550 Truck w/Tool Box (Gas)	Utilities	2	\$ 36,988.00	\$ 73,976.00	Caldwell
			25		\$ 662,037.00	
VI	Ford Ranger Regular Cab	Utilities	5	\$ 12,421.00	\$ 62,105.00	Sam's Pack
IX	Ford E150 8-Passenger Van	I.S.T	1	\$ 18,945.00	\$ 18,945.00	Philpott

A complete bid summary is attached.

FINANCIAL IMPACT: Funds for the purchase of this equipment are available in the department operational budges and contractual obligation bond proceeds.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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Section	Qty	Sam Pack's Five Star Ford Carrollton, TX		Caldwell Country Ford ¹ A Caldwell, TX		Caldwell Country Ford ¹ B Caldwell, TX (After 12:31 10)		Caldwell Country Chevy Caldwell, TX		Grande Truck Center San Antonio, TX		Philpott Motors Nederland, TX		Tom Houson Chevrolet San Antonio, TX	
		Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
I Truck Vehicle A Truck with specialized body (4-door dually with toolboxes & crane) Diesel Water Treatment- Qty 1 Wastewater Collection-Qty -3 Wastewater Treatment-Qty-1	5	\$ 57,390.00	\$ 286,950.00	\$ 56,544.00	\$ 282,720.00	\$ 57,781.00	\$ 288,905.00	\$ -	\$ -	\$ 60,149.00	\$ 300,745.00	\$ 62,423.80	\$ 312,119.00	\$ -	\$ -
	Delivery	120-150 Days		120-180 Days		120-180 Days				120-160 Days		120 Days			
II Truck Vehicle B Truck Extended Cab, Long Bed Wastewater Treatment-Qty 1 Water Transmission & Distribution-Qty 1	2	\$ 19,997.00	\$ 39,994.00	\$ 19,940.00	\$ 39,880.00	\$ 19,940.00	\$ 39,880.00	\$ 19,770.00	\$ 39,540.00	\$ 21,109.00	\$ 42,218.00	\$ 19,880.10	\$ 39,760.20	\$ 21,304.00	\$ 42,608.00
	Delivery	75-110 Days		90-120 Days		90-120 Days		90-120 Days		90-120 Days		120 Days		90-120 Days	
III Truck Vehicle C Truck 2-door Extended Cab, Short Bed Community Development- Qty 1 IST Network- Qty 2 Utilities Engineering- Qty 6 Wastewater Treatment-Qty 1	10	\$ 17,193.00	\$ 171,930.00	\$ 16,632.00	\$ 166,320.00	\$ 18,717.00	\$ 187,170.00	\$ 17,990.00	\$ 179,900.00	\$ 20,321.00	\$ 203,210.00	\$ 17,792.05	\$ 177,920.50	\$ 21,036.06	\$ 210,360.60
	Delivery	75 Days		90-120 Days		90-120 Days		90-120 Days		90-120 Days		120 Days		90-120 Days	
IV Truck Vehicle D Truck 2-Door Extended Cab, Long Bed IST WIFI- Qty 1	1	\$ 18,899.00	\$ 18,899.00	\$ 18,488.00	\$ 18,488.00	\$ 20,447.00	\$ 20,447.00	\$ 18,919.00	\$ 18,919.00	\$ 21,844.00	\$ 21,844.00	\$ 19,555.00	\$ 19,555.00	\$ 22,109.61	\$ 22,109.61
	Delivery	75 Days		90-120 Days		90-120 Days		90-120 Days		90-120 Days		90 Days		90-120 Days	
V Truck Vehicle E Truck 2-Door Regular Cab, Long Bed Wastewater Collection- Qty 2	2	\$ 15,133.00	\$ 30,266.00	\$ 14,919.00	\$ 29,838.00	\$ 16,844.00	\$ 33,688.00	\$ 16,980.00	\$ 33,960.00	\$ 18,177.00	\$ 36,354.00	\$ 18,429.10	\$ 36,858.20	\$ 19,128.70	\$ 38,257.40
	Delivery	75 Days		90-120 Days		90-120 Days		90-120 Days		120-160 Days		90 Days		90-120 Days	
VI Utility Vehicle F Truck 2-Door Regular Cab, Short Bed Utility Billing- Qty 5	5	\$ 12,421.00	\$ 62,105.00	\$ 14,215.00	\$ 71,075.00	\$ 13,327.00	\$ 66,635.00	\$ 15,280.00	\$ 76,400.00	\$ -	\$ -	\$ -	\$ -	\$ 15,418.11	\$ 77,090.55
	Delivery	75-110 Days		90-120 Days		90-120 Days		90-120 Days						90-120 Days	
VII Truck Vehicle G Truck 2-Door Regular Cab, Short Bed Water Treatment Qty 2 Utility Billing Qty-1	1	\$ 14,870.00	\$ 14,870.00	\$ 14,700.00	\$ 14,700.00	\$ 16,467.00	\$ 16,467.00	\$ 16,440.00	\$ 16,440.00	\$ 17,677.00	\$ 17,677.00	\$ 15,470.00	\$ 15,470.00	\$ 18,376.75	\$ 18,376.75
	Delivery	75-120 Days		90-120 Days		90-120 Days		90-120 Days		120-160 Days		90 Days		90-120 Days	
VIII Truck Vehicle H Truck 4-Door Crew Cab, Long Bed Utility Billing- Qty 1	1	\$ 19,856.00	\$ 19,856.00	\$ 21,880.00	\$ 21,880.00	\$ 22,080.00	\$ 22,080.00	\$ 21,725.00	\$ 21,725.00	\$ 23,262.00	\$ 23,262.00	\$ 20,384.00	\$ 20,384.00	\$ -	\$ -
	Delivery	75-120 Days		90-120 Days		90-120 Days		90-120 Days		120-160 Days		90 Days			
IX Van Vehicle I Passenger Van IST PAC Qty -1	1	\$ 19,398.00	\$ 19,398.00	\$ 19,146.00	\$ 19,146.00	\$ 19,988.00	\$ 19,988.00	\$ 19,980.00	\$ 19,980.00	\$ 21,097.00	\$ 21,097.00	\$ 18,945.00	\$ 18,945.00	\$ 23,757.00	\$ 23,757.00
	Delivery	75-80 Days		90-120 Days		90-120 Days		90-120 Days		120-160 Days		90 Days		90-120 Days	
X Truck Vehicle J Truck 2-door Extended Cab, Short Bed IST WIFI Qty -1	1	\$ 15,555.00	\$ 15,555.00	\$ 14,390.00	\$ 14,390.00	\$ 15,186.00	\$ 15,186.00	\$ 16,330.00	\$ 16,330.00	\$ -	\$ -	\$ 14,905.00	\$ 14,905.00	\$ 17,429.70	\$ 17,429.70
	Delivery	90-110 Days		120 Days		120 Days		90-120 Days				90 Days		90-120 Days	
XI Truck Vehicle K Crew Cab Truck with specialized body (tool boxes) Gasoline Utilities Transmission and Distribution Qty 2	2	\$ 38,119.00	\$ 76,238.00	\$ 36,988.00	\$ 73,976.00	\$ 38,176.00	\$ 76,352.00	\$ -	\$ -	\$ 39,761.00	\$ 79,522.00	\$ 37,873.00	\$ 75,746.00	\$ -	\$ -
	Delivery	100-125 Days		120-180 Days		120-180 Days				120-180 Days		120 Days			

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTIONS Consideration to award annual service contract number FY11-016 to the low bidder, Texas Energy Services, Alice, Texas in the estimated annual amount of \$460,000.00 for furnishing vacuum truck services to transport domestic sewage, sewage sludge, and/or sludge for the Utilities Department. This service supplements the department's equipment capabilities and helps control sewage overflows during emergencies. The frequency and number of hours vary depending on the City's need. The bid price is based on a flat hourly rate of \$90.00 and a truck washout charge rate of \$100.00. Funding is available in the Utilities Department – Wastewater Collection and Water Transmission and Distribution divisions.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: Two bids were submitted for an annual contract for furnishing vacuum truck services for the Utilities Department to transport domestic sewage and/or sewage sludge to the Southside Wastewater Treatment Plant. This service supplements the department's equipment capabilities and helps control sewage overflows during emergencies. The bid price is based on a flat hourly rate of \$90.00 and a washout charge of \$100.00. All services will be secured on an as needed basis.

Bid Summary

Description	Estimated Hours	Texas Energy Services Alice, Texas 78332		Mo-Vac Environmental McAllen, Texas 78052	
		Unit Price	Estimated Yearly Cost	Unit Price	Estimated Yearly Cost
Vacuum Service	4,000	\$ 90.00	\$ 360,000.00	\$ 91.00	\$ 364,000.00
Truck Washout Service	1,000	\$ 100.00	\$ <u>100,000.00</u>	\$ 125.00	\$ <u>125,000.00</u>
			\$ 460,000.00		\$ 489,000.00

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.

Sewer Fund – Wastewater Collection-Account Number:	559-4220-533-3730
Sewer Fund--Wastewater Treatment-Account Number:	559-4210-533-3730
Water Fund --Transmission and Distribution Account Number:	557-4120-533-3920

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
----------------------------------	--

COUNCIL COMMUNICATION

<p>DATE: 12/20/10</p>	<p>SUBJECT: MOTION Consideration for acceptance, final payment, and release of retainage in the amount of \$59,798.60 to Closner Construction L.C. for the Rehabilitation of eighty-two manholes for the Utilities Department; Also approval of change order #2 with a credit resulting to the City of Laredo of \$9,375.00 reducing the contract amount from \$305,735.00 to a total amount of \$296,360.00. Funding is in the 2009 Utility Bond.</p>
<p>INITIATED BY: Jesus M. Olivares, Assistant City Manager</p>	<p>STAFF SOURCE: Tomas M. Rodríguez Jr., P.E., Utilities Director Francisco Meza, Purchasing Agent</p>
<p>PREVIOUS COUNCIL ACTION: 11/15/10: Council approved Change Order No. 1 to Closner Construction, Laredo, Texas, for the Manhole Rehabilitation Phase 5 Project, for an additional one (1) manhole at no extra cost to the contract amount of \$305,735.00 and increasing the contract time by one (1) additional calendar day.</p>	
<p>BACKGROUND: The contract includes rehabilitation of 81 manholes with an additional manhole that was added for a total of 82 manholes that were rehabilitated. The manhole rehabilitation contract includes manhole wall repairs, re-framing work where needed, manhole liner, manhole concrete base repairs (bench-inverts), ring and cover replacement, by-pass pumping, paving recondition as needed, and traffic control.</p> <div style="text-align: right; margin-top: 20px;"> <p>Original Amount: \$ 305,735.00 Change Order #1: \$ 0.00 <u>Change Order #2: \$ - 9,375.00</u> Final Amount: \$ 296,360.00</p> </div>	
<p>FINANCIAL IMPACT: Funding is available in the Utilities Department budget</p> <p style="margin-top: 20px;">Utilities Department – 2009 Series C Bond Account Number: 559-4283-538-0347</p>	
<p>COMMITTEE RECOMMENDATION: Operations Committee Finance Committee</p>	<p>STAFF RECOMMENDATION: It is recommended to Accept Completed Project, Final Payment, Release Retainage, and approval of change order #2</p>

CONTRACTOR'S APPLICATION FOR PAYMENT REQUEST

PROJECT:REHABILITATION OF MANHOLES PHASE V

APPLICATION NO. 6

FROM: 11/8/2010
TO: 12/20/2010

ORIGINAL AMOUNT: \$305,735.00
CHANGE ORDER 1 \$0.00
CHANGE ORDER 2 -9375

TOTAL AMOUNT TO-DATE: \$296,360.00
MATERIAL ON HAND: \$0.00
TOTAL: \$296,360.00
LESS 10% RETAINAGE: 0.00
TOTAL : \$296,360.00
LESS PREVIOUS PAYMENTS: -236,561.40

TOTAL TO-DATE: \$296,360.00
PERCENTAGE COMPLETED: 100%

TOTAL AMOUNT DUE: \$59,798.60

CERTIFICATE OF CONTRACTOR:

I CERTIFY THAT ALL ITEMS AND AMOUNTS SHOWN ON THIS REQUEST FOR PARTIAL PAYMENT ARE CORRECT, AND THAT ALL WORK HAS BEEN PERFORMED AND/OR MATERIALS SUPPLIED IN FULL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

CONTRACTOR: CLOSNER CONSTRUCTION CO L.C.. BY:

[Signature] 12-20-2010
DATE

CERTIFICATE OF PROJECT ENGINEER:

I HAVE CHECKED THIS REQUEST FOR PARTIAL PAYMENT AGAINST THE NOTES AND REPORTS OF MY INSPECTIONS OF THE PROJECT AND IN MY OPINION, THE STATEMENT OF WORK PERFORMED AND/OR MATERIALS SUPPLIED IS ACCURATE AND THAT THE CONTRACTOR IS OBSERVING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

CITY OF LAREDO
PROJECT ENGINEER - GLORIA P. SAAVEDRA, P.E.

BY: [Signature] 12/8/2010
DATE
Deanna Davis
TYPE/PRINT NAME

PROJECT INSPECTOR:

I HAVE CHECKED AND VERIFIED THE ABOVE AND FOREGOING REQUEST FOR PARTIAL PAYMENT AND THAT IT IS TRUE AND CORRECT STATEMENT OF WORK PERFORMED AND/OR MATERIALS SUPPLIED BY THE CONTRACTOR AND THAT SAME HAS BEEN PERFORMED AND/OR SUPPLIED IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

Mario A. Valdez CITY OF LAREDO

BY: [Signature] 12-8-10
DATE
MARIO A. VALDEZ
TYPE/PRINT NAME

RECOMMENDED FOR PAYMENT

[Signature]
JOSE CHAVARRIA
WASTEWATER COLLECTION SUPERINTENDENT
DATE: 12/8/10

APPROVED: CITY OF LAREDO

[Signature]
TOMAS M. RODRIGUEZ, JR., P.E.
UTILITIES DIRECTOR
DATE: 12/8/10

[Signature]

**CONTRACTORS APPLICATION FOR PAYMENT REQUEST
REHABILITATION OF MANHOLE PHASE V**

CONTRACTOR: CLOSNER CONSTRUCTION CO L.C.

APPLICATION No. 6

DATE: 12-20-2010

Percentage Completed: 96.93%

Total Original Contract Amount: \$ 305,735.00

ITEM #	Manhole ID	Traffic Control	Cement	Epoxy	Bench	Ring & Cover	Storm Dish	Total YTD
1	ZCSP21-21	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
2	ZCSP21-22	\$ 75.00	\$ 1,100.00	\$ 935.00	\$ 50.00	\$ 225.00	75	\$ 2,460.00
3	ZCSP21-23	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
4	ZCSP21-24	\$ 75.00	\$ 900.00	\$ 765.00	\$ 50.00	\$ 225.00	75	\$ 2,090.00
5	ZCSP21-26	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
6	ZCSP21-27	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
7	ZCSP21-28	\$ 75.00	\$ 500.00	\$ 425.00	\$ 50.00	\$ 225.00	75	\$ 1,350.00
8	ZCSP21-29	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
9	ZCSP21-30	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
10	ZCSP21-31	\$ 75.00	\$ 600.00	\$ 510.00	\$ 50.00	\$ 225.00	75	\$ 1,535.00
11	ZCSP21-32A	\$ 75.00	\$ 600.00	\$ 510.00	\$ 50.00	\$ 225.00	75	\$ 1,535.00
12	ZCSP21-32B	\$ 75.00	\$ 600.00	\$ 510.00	\$ 50.00	\$ 225.00	75	\$ 1,535.00
13	ZCSP21-33	\$ 75.00	\$ 1,500.00	\$ 1,275.00	\$ 50.00	\$ 225.00	75	\$ 3,200.00
14	ZCSP21-34	\$ 75.00	\$ 1,000.00	\$ 850.00	\$ 50.00	\$ 225.00	75	\$ 2,275.00
15	ZCSP21-35	\$ 75.00	\$ 900.00	\$ 765.00	\$ 50.00	\$ 225.00	75	\$ 2,090.00
16	ZCSP21-37	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
17	ZCSP21-38	\$ 75.00	\$ 1,600.00	\$ 1,360.00	\$ 50.00	\$ 225.00	75	\$ 3,385.00
18	ZCSP21-39	\$ 75.00	\$ 1,000.00	\$ 850.00	\$ 50.00	\$ 225.00	75	\$ 2,275.00
19	ZCSP21-40	\$ 75.00	\$ 1,500.00	\$ 1,275.00	\$ 50.00	\$ 225.00	75	\$ 3,200.00
20	ZCSP21-41	\$ 75.00	\$ 1,600.00	\$ 1,360.00	\$ 50.00	\$ 225.00	75	\$ 3,385.00
21	ZCSP21-42	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
22	ZCSP21-43	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
23	ZCSP21-44	\$ 75.00	\$ 1,800.00	\$ 1,530.00	\$ 50.00	\$ 225.00	75	\$ 3,755.00
24	ZCSP21-45	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
25	ZCSP21-46	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
26	ZCSP21-47	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
27	ZCSP21-48	\$ 75.00	\$ 2,100.00	\$ 1,785.00	\$ 50.00	\$ 225.00	75	\$ 4,310.00

ITEM #	Manhole ID	Traffic Control	Cement	Epoxy	Bench	Ring & Cover	Storm Dish	Total YTD
28	ZCSP21-49	\$ 75.00	\$ 1,400.00	\$ 1,190.00	\$ 50.00	\$ 225.00	75	\$ 3,015.00
29	ZCSP21-50	\$ 75.00	\$ 1,100.00	\$ 935.00	\$ 50.00	\$ 225.00	75	\$ 2,460.00
30	ZCSP21-51	\$ 75.00	\$ 900.00	\$ 765.00	\$ 50.00	\$ 225.00	75	\$ 2,090.00
31	ZCSP21-52	\$ 75.00	\$ 1,500.00	\$ 1,275.00	\$ 50.00	\$ 225.00	75	\$ 3,200.00

**CONTRACTORS APPLICATION FOR PAYMENT REQUEST
REHABILITATION OF MANHOLE PHASE V**

32	ZCSP21-53	\$	75.00	\$	1,600.00	\$	1,360.00	\$	50.00	\$	225.00	75	\$	3,385.00
33	NLCC12-02	\$	75.00	\$	700.00	\$	595.00	\$	50.00	\$	225.00	75	\$	1,720.00
34	NLCC12-03	\$	75.00	\$	900.00	\$	765.00	\$	50.00	\$	225.00	75	\$	2,090.00
35	NLCC12-04	\$	75.00	\$	1,000.00	\$	850.00	\$	50.00	\$	225.00	75	\$	2,275.00
36	NLCC12-05	\$	75.00	\$	800.00	\$	680.00	\$	50.00	\$	225.00	75	\$	1,905.00
37	NLCC12-06	\$	75.00	\$	700.00	\$	595.00	\$	50.00	\$	225.00	75	\$	1,720.00
38	NLCC12-07	\$	75.00	\$	500.00	\$	425.00	\$	50.00	\$	225.00	75	\$	1,350.00
39	NLCC12-08	\$	75.00	\$	400.00	\$	340.00	\$	50.00	\$	225.00	75	\$	1,165.00
40	NLCC12-09	\$	75.00	\$	700.00	\$	595.00	\$	50.00	\$	225.00	75	\$	1,720.00
41	NLCC12-10	\$	75.00	\$	800.00	\$	680.00	\$	50.00	\$	225.00	75	\$	1,905.00
42	NLCC12-11	\$	75.00	\$	1,000.00	\$	850.00	\$	50.00	\$	225.00	75	\$	2,275.00
43	NLCC12-12	\$	75.00	\$	1,000.00	\$	850.00	\$	50.00	\$	225.00	75	\$	2,275.00
44	NLCC12-13	\$	75.00	\$	1,200.00	\$	1,020.00	\$	50.00	\$	225.00	75	\$	2,645.00
45	NLCC12-14	\$	75.00	\$	1,400.00	\$	1,190.00	\$	50.00	\$	225.00	75	\$	3,015.00
46	NLCC12-16	\$	75.00	\$	1,000.00	\$	850.00	\$	50.00	\$	225.00	75	\$	2,275.00
47	NLCC12-17	\$	75.00	\$	1,100.00	\$	935.00	\$	50.00	\$	225.00	75	\$	2,460.00
48	NLCC12-18	\$	75.00	\$	1,200.00	\$	1,020.00	\$	50.00	\$	225.00	75	\$	2,645.00
49	NLCC12-19	\$	75.00	\$	900.00	\$	765.00	\$	50.00	\$	225.00	75	\$	2,090.00
50	NLCC12-20	\$	75.00	\$	800.00	\$	680.00	\$	50.00	\$	225.00	75	\$	1,905.00
51	NLCC12-21	\$	75.00	\$	1,000.00	\$	850.00	\$	50.00	\$	225.00	75	\$	2,275.00
52	NLCC12-22	\$	75.00	\$	700.00	\$	595.00	\$	50.00	\$	225.00	75	\$	1,720.00
53	NLCC12-23	\$	75.00	\$	500.00	\$	425.00	\$	50.00	\$	225.00	75	\$	1,350.00
54	NLCC12-24	\$	75.00	\$	700.00	\$	595.00	\$	50.00	\$	225.00	75	\$	1,720.00
55	NLCC12-25	\$	75.00	\$	700.00	\$	595.00	\$	50.00	\$	225.00	75	\$	1,720.00
56	NLMP12-01	\$	75.00	\$	600.00	\$	510.00	\$	50.00	\$	225.00	75	\$	1,535.00
57	NLMP12-02	\$	75.00	\$	1,100.00	\$	935.00	\$	50.00	\$	225.00	75	\$	2,460.00
58	NLMP12-03	\$	75.00	\$	1,100.00	\$	935.00	\$	50.00	\$	225.00	75	\$	2,460.00
59	NLMP12-04	\$	75.00	\$	1,500.00	\$	1,275.00	\$	50.00	\$	225.00	75	\$	3,200.00
60	NLMP12-04A	\$	75.00	\$	1,400.00	\$	1,190.00	\$	50.00	\$	225.00	75	\$	3,015.00

**CONTRACTORS APPLICATION FOR PAYMENT REQUEST
REHABILITATION OF MANHOLE PHASE V**

ITEM #	Manhole ID	Traffic Control	CEMENT	Epoxy	Bench	Ring & Cover	Storm Dish	Total YTD
61	NLMP12-05	\$ 75.00	\$ 1,400.00	\$ 1,190.00	\$ 50.00	\$ 225.00	75	\$ 3,015.00
62	NLMP12-05A	\$ 75.00	\$ 1,400.00	\$ 1,190.00	\$ 50.00	\$ 225.00	75	\$ 3,015.00
63	NLMP12-06	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
64	NLMP12-07	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
65	NLMP12-08	\$ 75.00	\$ 1,400.00	\$ 1,190.00	\$ 50.00	\$ 225.00	75	\$ 3,015.00
66	NLMP12-09	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
67	NLMP12-10	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
68	NLMP12-11	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
69	NLMP12-12	\$ 75.00	\$ 1,100.00	\$ 935.00	\$ 50.00	\$ 225.00	75	\$ 2,460.00
70	NLMP12-13	\$ 75.00	\$ 900.00	\$ 765.00	\$ 50.00	\$ 225.00	75	\$ 2,090.00
71	NLMP12-14	\$ 75.00	\$ 600.00	\$ 510.00	\$ 50.00	\$ 225.00	75	\$ 1,535.00
72	NLMP12-15	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
73	NLMP12-16	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
74	NLMP12-17 A	\$ 75.00	\$ 1,200.00	\$ 1,020.00	\$ 50.00	\$ 225.00	75	\$ 2,645.00
75	NLMP12-18	\$ 75.00	\$ 1,000.00	\$ 850.00	\$ 50.00	\$ 225.00	75	\$ 2,275.00
76	NLMP12-19	\$ 75.00	\$ 1,000.00	\$ 850.00	\$ 50.00	\$ 225.00	75	\$ 2,275.00
77	NLMP12-20	\$ 75.00	\$ 900.00	\$ 765.00	\$ 50.00	\$ 225.00	75	\$ 2,090.00
78	NLMP12-22	\$ 75.00	\$ 1,000.00	\$ 850.00	\$ 50.00	\$ 225.00	75	\$ 2,275.00
79	NLMP12-23	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
80	NLMP12-24	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
81	NLMP12-25	\$ 75.00	\$ 1,300.00	\$ 1,105.00	\$ 50.00	\$ 225.00	75	\$ 2,830.00
SUBTOTAL		\$ 6,075.00	\$ 89,000.00	\$ 75,650.00	\$ 4,050.00	\$ 18,225.00	\$ 6,075.00	\$ 199,075.00

CHANGE ORDER NO 1

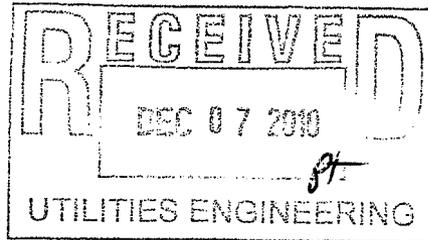
10	ZCSP21-31	\$ -	\$ 700.00	\$ -	\$ -	\$ -	0	\$ 700.00
11	ZCSP21-32A	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	0	\$ 1,000.00
12	ZCSP21-32B	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	0	\$ 1,100.00
71	NLMP12-14	\$ -	\$ 600.00	\$ -	\$ -	\$ -	0	\$ 600.00
72	NLMP12-15	\$ -	\$ 500.00	\$ -	\$ -	\$ -	0	\$ 500.00
73	NLMP12-16	\$ -	\$ 600.00	\$ -	\$ -	\$ -	0	\$ 600.00
74	NLMP12-17 A	\$ -	\$ 600.00	\$ -	\$ -	\$ -	0	\$ 600.00
86	4801 SAN EDUARDO	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	0	\$ 1,100.00
10	ZCSP21-31	\$ -	\$ (600.00)	\$ -	\$ -	\$ -	0	\$ (600.00)
11	ZCSP21-32A	\$ -	\$ (600.00)	\$ -	\$ -	\$ -	0	\$ (600.00)
12	ZCSP21-32B	\$ -	\$ (600.00)	\$ -	\$ -	\$ -	0	\$ (600.00)
71	NLMP12-14	\$ -	\$ (600.00)	\$ -	\$ -	\$ -	0	\$ (600.00)
72	NLMP12-15	\$ -	\$ (1,300.00)	\$ -	\$ -	\$ -	0	\$ (1,300.00)
73	NLMP12-16	\$ -	\$ (1,300.00)	\$ -	\$ -	\$ -	0	\$ (1,300.00)

**CONTRACTORS APPLICATION FOR PAYMENT REQUEST
REHABILITATION OF MANHOLE PHASE V**

74	NLMP12-17 A	\$ -	\$ (1,200.00)	\$ -	\$ -	\$ -	0	\$ (1,200.00)
SUBTOTAL CHANGE ORDER NO1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE ORDER NO 2								
1	ZCSP21-21	\$ -	\$ (1,300.00)	\$ -	\$ -	\$ -	0	\$ (1,300.00)
2	ZCSP21-22	\$ -	\$ (1,100.00)	\$ -	\$ -	\$ -	0	\$ (1,100.00)
3	ZCSP21-23	\$ -	\$ (1,300.00)	\$ -	\$ -	\$ -	0	\$ (1,300.00)
4	ZCSP21-24	\$ -	\$ (900.00)	\$ -	\$ -	\$ -	0	\$ (900.00)
5	ZCSP21-26	\$ -	\$ (1,200.00)	\$ -	\$ -	\$ -	0	\$ (1,200.00)
8	ZCSP21-29	\$ -	\$ -	\$ -	\$ -	\$ (75.00)	0	\$ (75.00)
INVERT RECONSTRUCTION AND LINING								
82			-1 EA	\$ (3,500.00)				\$ (3,500.00)
SUBTOTAL CHANGE ORDER NO 2								\$ (9,375.00)

ITEM #	Description	Qty	Unit	Unit Price	Total
	Invert reconstruction and				
82	lining	1	EA	3500	\$ 3,500.00
83	Mobilization	1	EA	\$ 30,000.00	\$ 30,000.00
84	Bypass Set Ups	10	EA	\$ 3,500.00	\$ 35,000.00
85	Bypass Hours	480	EA	\$ 79.50	\$ 38,160.00

Total Amount to date	\$	296,360.00
Material on Hand	\$	-
Total	\$	296,360.00
Less 0% Retainage:	\$	-
Previous Payments	\$	(236,561.40)
Total Due:	\$	59,798.60
Remaining Contract Balance:	\$	9,375.00



City of Laredo Utilities Department

Change Order No. 2
7-Dec-10

Project:

Manhole Rehabilitation Phase 5

Contractor:

Closner Construction L.C.
6189 State Highway 359
Laredo, TX 78043-4866

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.

DECREASE IN CONTRACT DOCUMENT

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT	DECREASE IN CONTRACT
1	Cementitious	1	ea.	\$1,300.00
2	Cementitious	1	ea.	\$1,100.00
3	Cementitious	1	ea.	\$1,300.00
4	Cementitious	1	ea.	\$900.00
5	Cementitious	1	ea.	\$1,200.00
39	Cover	1	ea.	\$75.00
	Invert Reconstruction and Lining	10	ea.	\$3,500.00
Decrease Total				\$9,375.00

Original Contract Total	\$305,735.00
Increase Total	\$0.00
Decrease Total	\$9,375.00
Current contract amount	\$296,360.00

Justification:

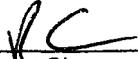
Work performed on manholes mentioned above will not be paid by the City of Laredo because, the contractor was not a certified applicator of the Quadex cementitious material. Manhole ZCSP21-26 was sprayed using un-approved material. Also a credit will be given to the City of Laredo for the line item invert reconstruction and lining, mentioned above since this work was never performed and \$75 dollar credit for replacing the manhole top with a used cover.

Original Contract Time: 90 Calendar Days
Contract time for Change Order1: 1 Calendar Days
Contract time for this Change Order2: 0 Calendar Days
Current contract time including this Change Order: 91 Calendar Days

Project:
Manhole Rehabilitation Phase 5

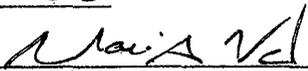
Original Contract Total	\$305,735.00
Increase Total	\$0.00
Decrease Total	\$9,375.00
Current contract amount	\$296,360.00

Recommended by: Date: 12-20-2010



Ramon Closner
Closner Construction Co.

Accepted by: Date: 12-8-10



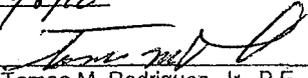
Mario Valdez, E.I.T.
City of Laredo Utilities Dept.-Eng. Division

Verified by: Date: 12-8-10



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

Approved by: Date: 12/8/10



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

Approved by: Date: _____

Gustavo Guevara
City Secretary

Approved by: Date: _____

Valeria Acevedo
Assistant City Attorney

Approved by: Date: _____

Carlos Villarreal
City Manager



P.O. Box 2707

Tel: (956) 712- 3964 Fax: (956) 712-3966

Laredo, Texas 78044

December 20th 2010

Tomas Rodriguez, P.E.
City of Laredo Utilities
5816 Daugherty Ave.
Laredo, Texas 78040

RE: REHAB OF MANHOLES PHASE V

Dear Mr. RODRIGUEZ:

Closner Construction Company, guarantees all materials and workmanship on the referred project to be free of defects for a period of one (1) year starting on December 20th 2010 the acceptance date by the Owner. Upon notice, any defective materials or faulty workmanship developing within this period will be replaced at no cost to the owner.

Sincerely,

CLOSNER CONSTRUCTION CO. L.C.



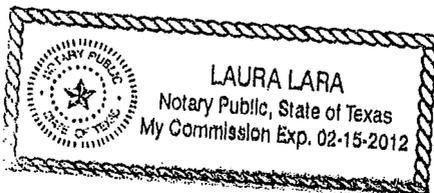
Ramon Closner

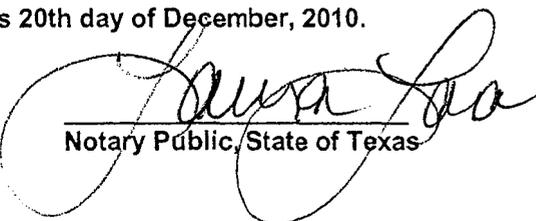
ACKNOWLEDGEMENT

STATE OF TEXAS ()
COUNTY OF WEBB ()

Before me, the undersigned authority, on this day personally appeared Ramon Closner known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of December, 2010.





Notary Public, State of Texas

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS

TO: CITY OF LAREDO

PROJECT: MANHOLE REHABILITATION PHASE 5

By this instrument the undersigned contractor engaged in the construction of the above project certifies that on this date, or anytime prior thereto, except listed below, contractor has paid in full or has otherwise satisfied all obligations for all materials and for all known indebtedness and claims against the project, its land, improvements and equipment of any kind.

The undersigned hereby certifies that he has received all payments currently due under his contract for work on the project above referred, therefore, the undersigned does hereby waive and/or release any and all liens against the property, project and as of the 20TH day of DECEMBER, 2010

CLOSNER CONSTRUCTION CO. LC.



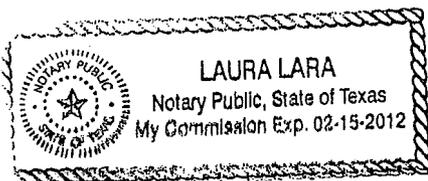
Ramon Closner

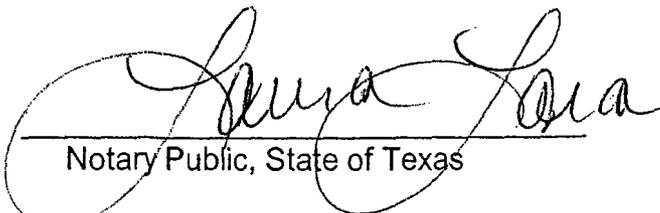
STATE OF TEXAS ()

COUNTY OF WEBB ()

Before me, the undersigned authority, on this day personally appeared RAMON CLOSNER known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledged to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statement therein are true.

SWORN AND SUBSCRIBED TO BEFORE ME THIS ___20TH___ day of DECEMBER ,
2010.





Notary Public, State of Texas

**SECTION 00845
CONTRACTOR AFFIDAVIT OF BILLS PAID**

STATE OF TEXAS { }

COUNTY OF WEBB { }

BEFORE ME, the undersigned authority, on this day personally appeared RAMON CLOSNER the PROJECT SUPERINTENDENT of CLOSNER CONSTRUCTION. (“Contractor”). Contractor has performed labor and furnished materials pursuant to that certain Contract entered into on the 9TH day of APRIL, 2010 between Contractor and CITY OF LAREDO for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to-wit:

PROJECT: REHAB OF MANHOLES PHASE V

The undersigned, being by me duly sworn, states upon oath that the said improvements have been erected and completed in full compliance with the above referred to contract and the agreed plans and specifications therefore

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that final and full settlement under said Contract is being made, and in consideration of the disbursement of funds by CLOSNER CONSTRUCTION deponent expressly waives and releases liens claims, and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever specifically including court costs, bonding fees, and attorney fees arising out of or in any way relating to claims for unpaid labor or materials used or associated with construction of improvements on the above described premises.

Executed this 20 day of December, 2010.

CLOSNER CONSTRUCTION

BY: RC
RAMON CLOSNER
PROJECT SUPERINTENDENT

STATE OF TEXAS {}

COUNTY OF WEBB {}

Subscribed and sworn to before me, the undersigned authority, on this the 20th day of December, 2010 to certify which, witness my hand and seal of office.



Laura Lara
Notary Public, State of Texas
Notary's Name Printed:

LAURA LARA

My Commission Expires: 2/15/2012

SECTION 00850

Certification of Completion
CLOSNR CONSTRUCTION

We hereby certify that the work on Project "REHAB OF MANHOLE PHASE V" in Laredo, Webb County, Texas; has been complete in substantial compliance with the Plans And Technical Specifications.

RC
CLOSNR CONSTRUCTION

By: Ramon Closner

Title: VP

Date: 12-20-2010

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTIONS Consideration to renew contract FY10-032 awarded to Aguaworks, Brownsville, Texas in the estimated amount of \$250,000.00, for the purchase of PVC pipe used by the Utilities Department. This is the fourth of eight sixty (60) day supply extensions. These materials are purchased on an as needed basis for construction and repair projects. Funding is available in the Utilities Department Budget.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: Approved a 60 day contract on 10/18/10.

BACKGROUND: The City Council authorized a contract for providing the Utilities Department with PVC pipe for a sixty day period. These materials are currently being used for construction and repair projects. This is the fourth of eight, sixty (60) day supply extensions. Aguaworks has agreed to and signed the contract renewal notice to extend the term of this contract for an additional sixty day period. Unit pricing will remain the same for the fifth contract period. Staff is recommending that this contract be renewed.

Contract Pricing

**Aguaworks
Brownsville, TX**

Item	Description	Estimated Quantity	UOM	Unit Price
1	2" Pipe, 20' joints	1,000	Ft.	\$.42
2	3" Pipe, 20' joints	100	Ft.	\$.82
3	4" Pipe, CL200	100	Ft.	\$ 2.40
4	6" Pipe, CL200	10,000	Ft.	\$ 4.60
5	8" Pipe, CL200	50,000	Ft.	\$ 8.00
6	12" Pipe, CL200	20,000	Ft.	\$ 17.00
7	16" Pipe, DR-18	10,000	Ft.	\$ 23.72
8	10" Pipe, CL200	1,000	Ft.	\$ 12.06
9	14"Pipe, DR-18	1,000	Ft.	\$ 17.48
10	20"Pipe,DR-18	1,000	Ft.	\$ 36.84
11	24"Pipe,DR-18	1,000	Ft.	\$ 53.68
12	30"Pipe,DR-25	200	Ft.	\$ 65.94
13	36"Pipe,DR-25	200	Ft.	\$ 97.20

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

Account Number: 557-0000-141-0000

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be renewed.
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**Aguaworks Pipe & Supply
Brownsville, Texas 78256**

**Ferguson Waterworks
Mission, Texas 78572**

Item	Description	Est. Qty.	UOM	Unit Price	Ext. Price	Brand	Unit Price	Ext. Price	Brand
1	2" Pipe, 20' joints	100	Feet	\$ 0.42	\$ 42.00	Diamond	\$ 0.41	\$ 41.00	Diamond
2	3" Pipe, 20' joints	100	Feet	\$ 0.82	\$ 82.00	Diamond	\$ 0.83	\$ 83.00	Diamond
3	4" Pipe, CL200	100	Feet	\$ 2.40	\$ 240.00	Diamond	\$ 2.39	\$ 239.00	Diamond
4	6" Pipe, CL200	5,000	Feet	\$ 4.60	\$ 23,000.00	Diamond	\$ 4.61	\$ 23,050.00	Diamond
5	8" Pipe, CL200	25,000	Feet	\$ 8.00	\$ 200,000.00	Diamond	\$ 7.93	\$ 198,250.00	Diamond
6	12" Pipe, CL200	2,000	Feet	\$ 17.00	\$ 34,000.00	Diamond	\$ 17.05	\$ 34,100.00	Diamond
7	16" Pipe, DR-18	3,000	Feet	\$ 23.72	\$ 71,160.00	Diamond	\$ 23.73	\$ 71,190.00	Diamond
8	10" Pipe, CL200	1,500	Feet	\$ 12.06	\$ 18,090.00	Diamond	\$ 12.05	\$ 18,075.00	Diamond
9	14" Pipe, DR-18	1,000	Feet	\$ 17.48	\$ 17,480.00	Diamond	\$ 18.53	\$ 18,530.00	Diamond
10	20" Pipe, DR-18	1,000	Feet	\$ 36.84	\$ 36,840.00	Diamond	\$ 36.82	\$ 36,820.00	Diamond
11	24" Pipe, DR-18	1,500	Feet	\$ 53.68	\$ 80,520.00	Diamond	\$ 54.47	\$ 81,705.00	Diamond
12	30" Pipe, DR-25	200	Feet	\$ 65.94	\$ 13,188.00	Diamond	\$ 66.17	\$ 13,234.00	Diamond
13	36" Pipe, DR-25	200	Feet	\$ 97.20	\$ 19,440.00	Diamond	\$ 97.53	\$ 19,506.00	Diamond
				Total	\$ 514,082.00		Total	\$ 514,823.00	

Prompt Payment Discount

1% net 10 Days

0%

**ACT Pipe & Supply
Laredo, Texas 78041**

**HD Supply Waterworks
San Antonio, Texas 78251**

Item	Description	Est. Qty.	UOM	Unit Price	Ext. Price	Brand	Unit Price	Ext. Price	Brand
1	2" Pipe, 20' joints	100	Feet	\$ 0.43	\$ 43.00	Diamond	\$ 0.42	\$ 42.00	JM Eagle
2	3" Pipe, 20' joints	100	Feet	\$ 0.83	\$ 83.00	Diamond	\$ 0.85	\$ 85.00	JM Eagle
3	4" Pipe, CL200	100	Feet	\$ 2.35	\$ 235.00	Diamond	\$ 2.41	\$ 241.00	JM Eagle
4	6" Pipe, CL200	5,000	Feet	\$ 4.60	\$ 23,000.00	Diamond	\$ 4.64	\$ 23,200.00	JM Eagle
5	8" Pipe, CL200	25,000	Feet	\$ 7.95	\$ 198,750.00	Diamond	\$ 7.97	\$ 199,250.00	JM Eagle
6	12" Pipe, CL200	2,000	Feet	\$ 16.75	\$ 33,500.00	Diamond	\$ 17.13	\$ 34,260.00	JM Eagle
7	16" Pipe, DR-18	3,000	Feet	\$ 23.41	\$ 70,230.00	Diamond	\$ 23.85	\$ 71,550.00	JM Eagle
8	10" Pipe, CL200	1,500	Feet	\$ 11.95	\$ 17,925.00	Diamond	\$ 11.88	\$ 17,820.00	JM Eagle
9	14" Pipe, DR-18	1,000	Feet	\$ 18.70	\$ 18,700.00	Diamond	\$ 17.22	\$ 17,220.00	JM Eagle
10	20" Pipe, DR-18	1,000	Feet	\$ 37.20	\$ 37,200.00	Diamond	\$ 36.97	\$ 36,970.00	JM Eagle
11	24" Pipe, DR-18	1,500	Feet	\$ 54.90	\$ 82,350.00	Diamond	\$ 53.43	\$ 80,145.00	JM Eagle
12	30" Pipe, DR-25	200	Feet	\$ 66.62	\$ 13,324.00	Diamond	\$ 66.25	\$ 13,250.00	JM Eagle
13	36" Pipe, DR-25	200	Feet	\$ 98.23	\$ 19,646.00	Diamond	\$ 107.07	\$ 21,414.00	JM Eagle
				Total	\$ 514,986.00		Total	\$ 515,447.00	

Prompt Payment Discount

0%

0%

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTION Awarding a construction contract to the lowest bidder Qromex Construction, Co., Inc. Granite Shoals, Texas in the amount of \$4,063,060.00 for the 24" Transmission Water Main from Lyon Booster Station to the 3 MG Elevated Storage Tank at Bartlett & Price and to Clark and Loop 20; and authorizing the City Manager to execute all related contract documents contingent upon receipt of insurance and bond documents. Funding is available in the 2009 Utility Bond.										
INITIATED BY: Jesus Olivares Asst. City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr., P.E. Utilities Director										
PREVIOUS COUNCIL ACTION: None											
<p>BACKGROUND: The original scope of work for the installation of 17,786 linear feet, more or less, of 24" diameter waterline from Lyon Booster Station to the 3 MG Elevated Storage Tank at Bartlett & Price (under construction) along Kearney and Jarvis and to Clark Blvd. and Loop 20, a 12" diameter water main from the proposed 24" water main at the Clark bridge to the existing 12" waterline at Wal-Mart , 12" gravity sewer bypass with bore and casing from the Eastwood Lift Station to the existing 15" sanitary sewer south of Clark. The project includes installation of various water features including: fire hydrants, butterfly and gate valves, air release valves, main tie-in connections, street reconstruction and sanitary sewer line as noted on the plans. The lowest bid was received at \$4,063,060.00. The construction time is 240 working days. Funding is available in the 2009 Utility Bond-Line Rehabilitation Acct. #557-4187-538-0359.</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><u>Contractor's Name</u></th> <th style="text-align: right;"><u>Base Bid</u></th> </tr> </thead> <tbody> <tr> <td>1. Qro Mex Construction Co., Inc</td> <td style="text-align: right;">\$4,063,060.00</td> </tr> <tr> <td>2. REIM Construction, Inc.</td> <td style="text-align: right;">\$4,361,089.00</td> </tr> <tr> <td>3. Pesado Construction</td> <td style="text-align: right;">\$4,481,958.00</td> </tr> <tr> <td>4. Anderson Columbia Co., Inc.</td> <td style="text-align: right;">\$5,095,836.00</td> </tr> </tbody> </table> <p>Staff supports consultant engineer to recommend award in the amount of \$4,063,060.00 to Qro Mex Construction, Co., Inc.</p>		<u>Contractor's Name</u>	<u>Base Bid</u>	1. Qro Mex Construction Co., Inc	\$4,063,060.00	2. REIM Construction, Inc.	\$4,361,089.00	3. Pesado Construction	\$4,481,958.00	4. Anderson Columbia Co., Inc.	\$5,095,836.00
<u>Contractor's Name</u>	<u>Base Bid</u>										
1. Qro Mex Construction Co., Inc	\$4,063,060.00										
2. REIM Construction, Inc.	\$4,361,089.00										
3. Pesado Construction	\$4,481,958.00										
4. Anderson Columbia Co., Inc.	\$5,095,836.00										
FINANCIAL IMPACT: Funding is available in the 2009 Utility Bond-Line Rehabilitation Acct. #557-4187-538-0359											
COMMITTEE RECOMMENDATION: Both Finance & Operations Committee Recommend approval of this Motion.	STAFF RECOMMENDATION: To approve motion.										

CITY OF LAREDO - UTILITY DEPARTMENT

PROJECT: 24" TRANSMISSION WATER MAIN IMPROVEMENTS

Bid Opening: October 29, 2010 11:00 a.m.

Qro Mex Construction Co., Inc.
2801 Prairie Creek
Granite Shoals, TX 78654
830-598-2268 830-596-2601

REIM Construction, Inc.
9612 Stewart Rd.
Mission, TX 78573
956-580-2675 956-580-4032

BID TABULATION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
104.1	8" PVC, C-900, DR-14, Class 200 Water Main (Restrained)	100	LF	\$ 28.00	\$ 2,800.00	\$ 36.00	\$ 3,600.00
104.2	10" PVC, C-900, DR-14 Class 200 Water Main (Restrained)	40	LF	\$ 30.00	\$ 1,200.00	\$ 43.75	\$ 1,750.00
104.3	12" PVC, C-900, DR-14 Class 200 Water Main	1,692	LF	\$ 38.00	\$ 64,296.00	\$ 55.75	\$ 94,329.00
104.4	12" PVC, C-900, DR-14 Class 200 Water Main (Restrained)	165	LF	\$ 43.00	\$ 7,095.00	\$ 76.25	\$ 12,581.25
104.5	16" PVC, C-905, DR-18 PR-235 Water Main (Restrained)	40	LF	\$ 58.00	\$ 2,320.00	\$ 92.50	\$ 3,700.00
104.6	24" PVC, C-905, DR-18 PR-235 Water Main	16,376	LF	\$ 80.00	\$ 1,310,080.00	\$ 103.75	\$ 1,699,010.00
104.7	24" PVC, C-905, DR-18 PR-235 Water Main (Restrained)	1,410	LF	\$ 95.00	\$ 133,950.00	\$ 160.75	\$ 226,657.50
104.8	Cement Stabilized, Flowable Backfill	4,200	CY	\$ 68.00	\$ 285,600.00	\$ 96.00	\$ 403,200.00
110.1	8" Gate Valve w/ Box & Cover (Restrained)	3	EA	\$ 1,100.00	\$ 3,300.00	\$ 1,149.00	\$ 3,447.00
110.2	10" Gate Valve w/ Box & Cover (Restrained)	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 1,821.00	\$ 1,821.00
110.3	12" Gate Valve w/ Box & Cover (Restrained)	7	EA	\$ 2,100.00	\$ 14,700.00	\$ 2,201.00	\$ 15,407.00
111.1	16" Butterfly Valve w/ Box & Cover (Restrained)	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 3,118.00	\$ 9,354.00
111.2	24" Butterfly Valve w/ Box & Cover (Restrained)	25	EA	\$ 7,500.00	\$ 187,500.00	\$ 6,350.00	\$ 158,750.00
112	Fire Hydrants, Complete	16	EA	\$ 5,100.00	\$ 81,600.00	\$ 4,449.00	\$ 71,184.00
115	Repair Water Service Connection	110	EA	\$ 50.00	\$ 5,500.00	\$ 390.00	\$ 42,900.00
116.1	Interconnection to Exist. Water Main (8")	5	EA	\$ 4,000.00	\$ 20,000.00	\$ 1,398.00	\$ 6,990.00
116.2	Interconnection to Exist. Water Main (10")	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,076.00	\$ 2,076.00
116.3	Interconnection to Exist. Water Main (12")	7	EA	\$ 4,500.00	\$ 31,500.00	\$ 2,623.00	\$ 18,361.00
116.4	Interconnection to Exist. Water Main (16")	3	EA	\$ 5,500.00	\$ 16,500.00	\$ 3,555.00	\$ 10,665.00
116.5	Interconnection to Exist. Water Main (24")	4	EA	\$ 6,000.00	\$ 24,000.00	\$ 7,350.00	\$ 29,400.00
120.1	Concrete Trench Cap (Creek Crossings)	120	CY	\$ 100.00	\$ 12,000.00	\$ 219.00	\$ 26,280.00
120.2	Concrete Encasement, Cradles, and Saddles	40	CY	\$ 100.00	\$ 4,000.00	\$ 180.00	\$ 7,200.00
126.1	Bore & Case 24" PVC in 36" Steel Casing (US 59)	110	LF	\$ 559.00	\$ 61,490.00	\$ 450.00	\$ 49,500.00
126.2	Bore & Case 24" PVC in 36" Steel Casing (Under Sewers)	569	LF	\$ 559.00	\$ 318,071.00	\$ 460.00	\$ 261,740.00
126.3	24" PVC Water Main in 36" Casing (Open Cut)	175	LF	\$ 280.00	\$ 49,000.00	\$ 137.75	\$ 24,106.25
126.4	Bore & Case 12" PVC San. Sewer in 24" Steel Casing (Clark)	90	LF	\$ 400.00	\$ 36,000.00	\$ 290.00	\$ 26,100.00
130	Ductile Iron Mechanical Joint Fittings (Restrained)	16.1	TON	\$ 8,500.00	\$ 136,850.00	\$ 9,500.00	\$ 152,950.00
134	2" Air Release/Vacuum Valves w/Vault	19	EA	\$ 3,500.00	\$ 66,500.00	\$ 4,023.00	\$ 76,437.00
202.1	8" PVC, SDR-26 San. Sewer Main (6'-8')	158	LF	\$ 50.00	\$ 7,900.00	\$ 38.50	\$ 6,083.00
202.2	12" PVC, SDR-26 San. Sewer Main (10'-14')	240	LF	\$ 55.00	\$ 13,200.00	\$ 64.75	\$ 15,540.00
206	Repair Sanitary Sewer Services	102	EA	\$ 150.00	\$ 15,300.00	\$ 350.00	\$ 35,700.00
208.1	Sanitary Sewer Manhole (10'-12')	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 2,981.00	\$ 2,981.00
208.2	Sanitary Sewer Manhole (6'-8')	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 2,202.00	\$ 6,606.00
216	Reconstruct & Raise Existing FRP Manhole	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 5,156.00	\$ 5,156.00
220	Bypass Sewer Lift Station	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00
402	Clearing & Grubbing	7	AC	\$ 850.00	\$ 5,950.00	\$ 2,750.00	\$ 19,250.00
420	6' Chain Link Fence with Barb Wire	40	LF	\$ 125.00	\$ 5,000.00	\$ 25.00	\$ 1,000.00
423	Reinforced Concrete Retaining Wall	192	SF	\$ 32.00	\$ 6,144.00	\$ 29.00	\$ 5,568.00
430	Remove & Replace Existing Concrete Sidewalks & Driveways	2,050	SF	\$ 9.25	\$ 18,962.50	\$ 5.00	\$ 10,250.00
516	Prime Coat	10,500	SY	\$ 2.00	\$ 21,000.00	\$ 1.00	\$ 10,500.00
518	Tack Coat	10,000	SY	\$ 2.00	\$ 20,000.00	\$ 0.50	\$ 5,000.00
520.1	2" Type "D" Hot Mix Asphalt Pavement (13.5' Half Street Width)	20,500	SY	\$ 12.00	\$ 246,000.00	\$ 9.25	\$ 189,625.00
520.2	5" Type "B" Hot Mix Asphalt Base	9,685	SY	\$ 30.00	\$ 290,550.00	\$ 22.00	\$ 213,070.00
522.1	Pavement Surface (Trench Patch)	1,200	SY	\$ 14.50	\$ 17,400.00	\$ 16.75	\$ 20,100.00
528	Mill, Plane & Texture Existing Asphalt Pavement (2" Depth)	20,500	S.Y.	\$ 5.50	\$ 112,750.00	\$ 1.75	\$ 35,875.00
602.1	Filter Fabric (Silt) Fence	2,500	LF	\$ 3.50	\$ 8,750.00	\$ 2.75	\$ 6,875.00
602.2	Stabilized Construction Entrance	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 2,000.00	\$ 12,000.00
602.3	Rock Filter Dams (Type 3)	250	LF	\$ 34.00	\$ 8,500.00	\$ 93.00	\$ 23,250.00
602.4	Rock Berms (Type 4)	50	LF	\$ 34.00	\$ 1,700.00	\$ 57.00	\$ 2,850.00
602.5	Curb Inlet Gravel Filters & Gravel Filter Bags	600	LF	\$ 9.00	\$ 5,400.00	\$ 9.25	\$ 5,550.00
604	Erosion Control Blankets (Class 2)(Type F)	5,000	S.Y.	\$ 3.50	\$ 17,500.00	\$ 4.00	\$ 20,000.00
605	Stone Riprap, Common, Dry, 24" Depth	160	CY	\$ 175.00	\$ 28,000.00	\$ 78.00	\$ 12,480.00
608	Hydromulch Seeding	1.0	AC	\$ 4,000.00	\$ 4,000.00	\$ 6,350.00	\$ 6,350.00
712	Traffic Control & Barricade	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00
802	Sheeting & Bracing (Trench Excavation Protection)	18,934	LF	\$ 2.25	\$ 42,601.50	\$ 1.00	\$ 18,934.00
999	Construction Contingency Allowance	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00
TOTAL - BASE BID				**	\$ 4,063,060.00		\$ 4,361,089.00
TOTAL BID WRITTEN ON BID PROPOSAL					\$4,063,063.60		\$4,361,089.00

** Amount shown is the corrected bid amount.

CITY OF LAREDO - UTILITY DEPARTMENT

PROJECT: 24" TRANSMISSION WATER MAIN IMPROVEMENTS

Bid Opening: October 29, 2010 11:00 a.m.

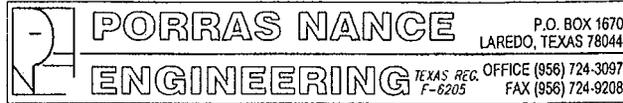
Pesado Construction
7054 Pipestone
Schertz, TX 78154
210-651-4452 210-651-4492

Anderson Columbia Co., Inc
2210 N. Vo-Tech Drive
Weslaco, Texas 78596
956-969-4614 956-968-0982

BID TABULATION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
104.1	8" PVC, C-900, DR-14, Class 200 Water Main (Restrained)	100	LF	\$ 50.00	\$ 5,000.00	\$ 44.00	\$ 4,400.00
104.2	10" PVC, C-900, DR-14 Class 200 Water Main (Restrained)	40	LF	\$ 55.00	\$ 2,200.00	\$ 74.00	\$ 2,960.00
104.3	12" PVC, C-900, DR-14 Class 200 Water Main	1,692	LF	\$ 35.00	\$ 59,220.00	\$ 49.00	\$ 82,908.00
104.4	12" PVC, C-900, DR-14 Class 200 Water Main (Restrained)	165	LF	\$ 60.00	\$ 9,900.00	\$ 84.00	\$ 13,860.00
104.5	16" PVC, C-905, DR-18 PR-235 Water Main (Restrained)	40	LF	\$ 48.00	\$ 1,920.00	\$ 98.00	\$ 3,920.00
104.6	24" PVC, C-905, DR-18 PR-235 Water Main	16,376	LF	\$ 124.00	\$ 2,030,624.00	\$ 93.00	\$ 1,522,968.00
104.7	24" PVC, C-905, DR-18 PR-235 Water Main (Restrained)	1,410	LF	\$ 134.00	\$ 188,940.00	\$ 144.00	\$ 203,040.00
104.8	Cement Stabilized, Flowable Backfill	4,200	CY	\$ 52.00	\$ 218,400.00	\$ 148.00	\$ 621,600.00
110.1	8" Gate Valve w/ Box & Cover (Restrained)	3	EA	\$ 1,450.00	\$ 4,350.00	\$ 1,000.00	\$ 3,000.00
110.2	10" Gate Valve w/ Box & Cover (Restrained)	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 1,200.00	\$ 1,200.00
110.3	12" Gate Valve w/ Box & Cover (Restrained)	7	EA	\$ 2,700.00	\$ 18,900.00	\$ 2,500.00	\$ 17,500.00
111.1	16" Butterfly Valve w/ Box & Cover (Restrained)	3	EA	\$ 4,520.00	\$ 13,560.00	\$ 5,000.00	\$ 15,000.00
111.2	24" Butterfly Valve w/ Box & Cover (Restrained)	25	EA	\$ 8,170.00	\$ 204,250.00	\$ 12,000.00	\$ 300,000.00
112	Fire Hydrants, Complete	16	EA	\$ 3,900.00	\$ 62,400.00	\$ 4,500.00	\$ 72,000.00
115	Repair Water Service Connection	110	Ea	\$ 750.00	\$ 82,500.00	\$ 98.00	\$ 10,780.00
116.1	Interconnection to Exist. Water Main (8")	5	EA	\$ 1,450.00	\$ 7,250.00	\$ 4,500.00	\$ 22,500.00
116.2	Interconnection to Exist. Water Main (10")	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 5,400.00	\$ 5,400.00
116.3	Interconnection to Exist. Water Main (12")	7	EA	\$ 1,850.00	\$ 12,950.00	\$ 7,200.00	\$ 50,400.00
116.4	Interconnection to Exist. Water Main (16")	3	EA	\$ 2,200.00	\$ 6,600.00	\$ 9,000.00	\$ 27,000.00
116.5	Interconnection to Exist. Water Main (24")	4	EA	\$ 3,500.00	\$ 14,000.00	\$ 13,500.00	\$ 54,000.00
120.1	Concrete Trench Cap (Creek Crossings)	120	CY	\$ 130.00	\$ 15,600.00	\$ 140.00	\$ 16,800.00
120.2	Concrete Encasement, Cradles, and Saddles	40	CY	\$ 135.00	\$ 5,400.00	\$ 148.00	\$ 5,920.00
126.1	Bore & Case 24" PVC in 36" Steel Casing (US 59)	110	LF	\$ 600.00	\$ 66,000.00	\$ 400.00	\$ 44,000.00
126.2	Bore & Case 24" PVC in 36" Steel Casing (Under Sewers)	569	LF	\$ 160.00	\$ 91,040.00	\$ 400.00	\$ 227,600.00
126.3	24" PVC Water Main in 36" Casing (Open Cut)	175	LF	\$ 70.00	\$ 12,250.00	\$ 350.00	\$ 61,250.00
126.4	Bore & Case 12" PVC San. Sewer in 24" Steel Casing (Clark)	90	LF	\$ 235.00	\$ 21,150.00	\$ 300.00	\$ 27,000.00
130	Ductile Iron Mechanical Joint Fittings (Restrained)	16.1	TON	\$ 6,500.00	\$ 104,650.00	\$ 9,500.00	\$ 152,950.00
134	2" Air Release/Vacuum Valves w/Vault	19	EA	\$ 4,000.00	\$ 76,000.00	\$ 2,500.00	\$ 47,500.00
202.1	8" PVC, SDR-26 San. Sewer Main (6'-8')	158	LF	\$ 42.00	\$ 6,636.00	\$ 40.00	\$ 6,320.00
202.2	12" PVC, SDR-26 San. Sewer Main (10'-14')	240	LF	\$ 85.00	\$ 20,400.00	\$ 64.00	\$ 15,360.00
206	Repair Sanitary Sewer Services	102	EA	\$ 600.00	\$ 61,200.00	\$ 900.00	\$ 91,800.00
208.1	Sanitary Sewer Manhole (10'-12')	1	EA	\$ 6,600.00	\$ 6,600.00	\$ 4,100.00	\$ 4,100.00
208.2	Sanitary Sewer Manhole (6'-8')	3	EA	\$ 4,400.00	\$ 13,200.00	\$ 3,600.00	\$ 10,800.00
216	Reconstruct & Raise Existing FRP Manhole	1	EA	\$ 6,100.00	\$ 6,100.00	\$ 2,700.00	\$ 2,700.00
220	Bypass Sewer Lift Station	1	L.S.	\$ 12,500.00	\$ 12,500.00	\$ 9,000.00	\$ 9,000.00
402	Clearing & Grubbing	7	AC	\$ 3,500.00	\$ 24,500.00	\$ 13,500.00	\$ 94,500.00
420	6' Chain Link Fence with Barb Wire	40	LF	\$ 220.00	\$ 8,800.00	\$ 200.00	\$ 8,000.00
423	Reinforced Concrete Retaining Wall	192	SF	\$ 50.00	\$ 9,600.00	\$ 100.00	\$ 19,200.00
430	Remove & Replace Existing Concrete Sidewalks & Driveways	2,050	SF	\$ 10.00	\$ 20,500.00	\$ 12.00	\$ 24,600.00
516	Prime Coat	10,500	SY	\$ 4.50	\$ 47,250.00	\$ 1.00	\$ 10,500.00
518	Tack Coat	10,000	SY	\$ 3.40	\$ 34,000.00	\$ 0.30	\$ 3,000.00
520.1	2" Type "D" Hot Mix Asphalt Pavement (13.5' Half Street Width)	20,500	SY	\$ 11.00	\$ 225,500.00	\$ 11.00	\$ 225,500.00
520.2	5" Type "B" Hot Mix Asphalt Base	9,685	SY	\$ 28.00	\$ 271,180.00	\$ 38.00	\$ 368,030.00
522.1	Pavement Surface (Trench Patch)	1,200	SY	\$ 11.00	\$ 13,200.00	\$ 32.00	\$ 38,400.00
528	Mill, Plane & Texture Existing Asphalt Pavement (2" Depth)	20,500	S.Y.	\$ 3.00	\$ 61,500.00	\$ 2.60	\$ 53,300.00
602.1	Filter Fabric (Silt) Fence	2,500	LF	\$ 2.00	\$ 5,000.00	\$ 10.00	\$ 25,000.00
602.2	Stabilized Construction Entrance	6	EA	\$ 1,350.00	\$ 8,100.00	\$ 2,400.00	\$ 14,400.00
602.3	Rock Filter Dams (Type 3)	250	LF	\$ 66.00	\$ 16,500.00	\$ 48.00	\$ 12,000.00
602.4	Rock Berms (Type 4)	50	LF	\$ 47.00	\$ 2,350.00	\$ 48.00	\$ 2,400.00
602.5	Curb Inlet Gravel Filters & Gravel Filter Bags	600	LF	\$ 11.09	\$ 6,654.00	\$ 48.00	\$ 28,800.00
604	Erosion Control Blankets (Class 2)(Type F)	5,000	S.Y.	\$ 2.00	\$ 10,000.00	\$ 10.00	\$ 50,000.00
605	Stone Riprap, Common, Dry, 24" Depth	160	CY	\$ 140.00	\$ 22,400.00	\$ 100.00	\$ 16,000.00
608	Hydromulch Seeding	1.0	AC	\$ 3,500.00	\$ 3,500.00	\$ 40,000.00	\$ 40,000.00
712	Traffic Control & Barricade	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 35,000.00	\$ 35,000.00
802	Sheeting & Bracing (Trench Excavation Protection)	18,934	LF	\$ 1.00	\$ 18,934.00	\$ 5.00	\$ 94,670.00
999	Construction Contingency Allowance	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00
TOTAL - BASE BID				**	\$ 4,481,958.00	\$ 5,095,836.00	
TOTAL BID WRITTEN ON BID PROPOSAL					\$4,482,584.00	\$5,095,836.00	

** Amount shown is the corrected bid amount.



November 18, 2010

Mr. Tomas M. Rodriguez, Jr., P.E, Director
City of Laredo Water Utilities Department
5816 Daugherty
Laredo, Texas 78041

Ref: **24" Transmission Water Main
Contract Award Recommendation**

Mr. Rodriguez,

Attached please find the Bid Tabulation Sheet for bids received by the City Secretary that were opened October 29, 2010 for the above referenced project. Four (4) bids were received. QRO MEX Construction Co. submitted the lowest bid in the amount of \$4,063,060.00.

As shown on the bid tabulation, mathematical discrepancies were noted between the numerical and written unit bid prices listed on the bid package. These amounts have been corrected and do not bear on the base bid ranking among the contractors.

QRO MEX Construction Co. has successfully completed water utilities projects for the City of Laredo in the past. We recommend the contract be awarded to QRO MEX Construction Co., 2801 Prairie Creek, Granite Shoals, Texas, 78654 for the total amount of \$4,063,060.00.

Please call us if you have any questions.

Sincerely,

Wayne Nance, P.E.

Encl.

COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: MOTION Consideration for approval of change order #2 to Pesado Construction, Schertz, Texas; for the Hendricks, Milmo and Lyon Water Booster Pump Station Improvements Project in the amount of \$133,533.79. The contractor for this change order will provide additional labor, equipment and materials to install new valves at Milmo and Lyon Booster Station; and the relocation of the SCADA System at Hendricks Booster Station The construction time is amended from 236 working days to 356 working days (Substantial Completion) and from 258 working days to 378 working days (Final Completion). The new contract amount is \$4,099,648.79. The project is subject to Texas Water Development Board approval. Funding of change order will be from the 2009 Utility Bond.																								
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr. P.E., Utilities Director																								
PREVIOUS COUNCIL ACTION: On December 7, 2009, City Council awarded a contract to Pesado Construction, Schertz, Texas, in the amount of \$3,966,115.00 for the Hendricks, Milmo and Lyon Water Booster Pump Station Improvements Project. City Council approved change order #1 on 2/16/10.																									
BACKGROUND: The contractor for this change order provided or will provide all the materials equipment and labor to: <ol style="list-style-type: none"> 1. The installation of a 24" butterfly valve during the blowout of the exposed 18" waterline at the Milmo Booster Station. 2. The installation of four 24' butterfly valves and five 14" butterfly valves at Lyon Booster Station. 3. The removal of the existing pipe and valves at the north storage tank at Milmo Booster Station; the installation of a 24" butterfly valve with actuator, a 48"x48" Quazite meter box in lieu of a concrete meter box at Milmo Booster Station. 4. The relocation of the SCADA antenna tower and radio from the existing pump station to the new building at Hendricks Booster Station. The contractor will provide the following credits: <ol style="list-style-type: none"> 1. Pump test results in lieu of witness testing. 2. By-pass pumping with temporary pumps, piping and hot tap connections at Milmo Booster Station. 3. By-pass pumping with temporary pumps, piping and hot tap connection at Lyon Booster Station. 																									
Contract Summary <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 15%; text-align: center;">Base bid</th> <th style="width: 20%; text-align: center;">Contract Time</th> <th style="width: 25%;"></th> </tr> <tr> <th></th> <th></th> <th style="text-align: center;">Substantial Completion</th> <th style="text-align: center;">Final Completion</th> </tr> </thead> <tbody> <tr> <td>Original Contract -----</td> <td style="text-align: right;">\$3,966,115.00</td> <td style="text-align: center;">330 Calendar Days</td> <td style="text-align: center;">360 Calendar Days</td> </tr> <tr> <td>Change Order No. 1 -----</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: center;">236 Working Days</td> <td style="text-align: center;">258 Working Days</td> </tr> <tr> <td>Change Order No. 2 -----</td> <td style="text-align: right;">\$ 133,533.79</td> <td style="text-align: center;">120 Working Days</td> <td style="text-align: center;">120 Working Days</td> </tr> <tr> <td style="padding-left: 20px;">Total: -----</td> <td style="text-align: right;">\$4,099,648.79</td> <td style="text-align: center;">356 Working Days</td> <td style="text-align: center;">378 Working Days</td> </tr> </tbody> </table>			Base bid	Contract Time				Substantial Completion	Final Completion	Original Contract -----	\$3,966,115.00	330 Calendar Days	360 Calendar Days	Change Order No. 1 -----	\$ 0.00	236 Working Days	258 Working Days	Change Order No. 2 -----	\$ 133,533.79	120 Working Days	120 Working Days	Total: -----	\$4,099,648.79	356 Working Days	378 Working Days
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Change Order No. 2 -----	\$ 133,533.79	120 Working Days	120 Working Days																						
Total: -----	\$4,099,648.79	356 Working Days	378 Working Days																						
FINANCIAL IMPACT: Funding to pay for this change order is in the 2009 Utility Bond Account # 557-4187-538-0281.																									
COMMITTEE RECOMMENDATION: Both Finance & Operations Committees recommend approval of this Motion.	STAFF RECOMMENDATION: Approval of this Motion.																								



engineers | architects | contractors

SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

November 23, 2010

Tomas M. Rodriguez, Jr., P.E.
Utilities Director
City of Laredo Utilities
5816 Daugherty Ave.
Laredo, TX 78045

Re: Hendricks, Milmo and Lyon Water Booster Pump Station Improvements
(ARRA Project No. 2)
Change Order No. 2

Dear Mr. Rodriguez:

Attached are five (5) copies of Change Order No. 2 for the above referenced project. Change Order No. 2 is in the amount of \$133,533.79 and 120 working days. This change order includes the additional cost and time associated with the following:

- Repairing the blow out of the 18" line at Milmo
- Installation of four (4) 24" butterfly valves and five (5) 14" butterfly valves at Lyon Booster Pump Station
- The removal of the existing piping and valves at the north storage tank at Milmo, providing a 24" butterfly valve with actuator, and providing a 48" x 48" Quazite meter box
- The additional duct bank and relocation of SCADA antenna tower and radio from the existing pump building to the new electrical building at Hendricks Booster Pump Station.

The following deductions were applied as credits to Change Order No. 2:

- Providing pump test results in lieu of factory witness testing
- The remaining balance of bypass pumping at Milmo
- Bypass pumping at Lyons

The contract amount was previously changed in Miscellaneous Allowance No. 1; thus, only the contract time for the following items is requested in this change order:

- Procurement of the butterfly valves and electrical gear which meet the Buy American requirements (120 days)
- Painting the existing tank at Milmo and providing a new logo on the new tank (20 days)
- The reroute of the 3" drainline to the North property line at Galveston Street, extend the 24" ductile iron pipe to the tank, rerouting the 20" ductile iron pipe to require two (2) additional 20" 45 degree bends at Hendricks Booster Pump Station (35 days)
- Rain/unworkable conditions from September 20-24, 2010 (5 days)

This change order proposes a total of 120 working days added to the contract time associated with the additional work and procurement of Buy American materials. Due to the contractor's critical path, 120 working days will encompass all delays associated with this change order.

I recommend approval of the attached change order in the amount of \$133,533.79. There is a 120 working day extension of contract time associated with Change Order No. 2.

If you have any questions, please contact me at (361) 883-1984.

Sincerely,
LNV ENGINEERING



Marcus J. Naiser, P.E.
Project Manager

Cc: Carl Schwing
Gloria P. Saavedra
Angie Cantu
Tony Moreno
Adrian Montemayor
Jerry Rodriguez

CHANGE ORDER NO. 2

November 22, 2010

Owner: City of Laredo **Change Order:** No. 2
Contractor: Pesado Construction Co.
Project Engineer: LNV Engineering **Amount:** \$ 133,533.79

Job Name: Hendricks, Milmo and Lyon Water Booster Pump Station Improvements
(ARRA Project No. 2)
City of Laredo, Texas

CONTRACT SUMMARY

	Amount	Contract Time	
		Substantial Cmpl	Final Payment
Original Contract Amount	\$3,966,115.00	330 Calendar Days	360 Calendar Days
Previous Change Orders	\$ 0.00	236 Working Days	258 Working Days
Change Order No. 2	\$ 133,533.79	120 Working Days	120 Working Days
Current Changed Amount	\$4,099,648.79	356 Working Days	378 Working Days

The terms of the Agreement between Owner and Contractor are amended as follows:

DESCRIPTIONS AND JUSTIFICATIONS OF CHANGES

DESCRIPTION #1: Increase the contract amount by \$4,101.73 for the additional crew overtime and equipment required to repair the blow out of the 18" line at Milmo.

JUSTIFICATION #1: Prior to the proposed tie-in, a blowout had occurred on the exposed 18" line. The contractor provided the additional labor and equipment required to disassemble the preassembled tie-in piping and fittings, accelerate tie-in/repair, and provide extensive clean-up and dewatering associated with emergency tie-in due to water main blow-out.

DESCRIPTION #2: Increase the contract amount by \$101,381.06 for the additional labor and materials required to install four (4) 24" butterfly valves and five (5) 14" butterfly valves at Lyon Booster Pump Station.

JUSTIFICATION #2: Exercising of the valves has determined that the valves do not properly seat and need to be replaced.

DESCRIPTION #3: Increase the contract amount by \$32,059.77 for the additional labor, equipment, and materials required to remove the existing piping and valves at the north storage tank at Milmo, provide a 24" butterfly valve with actuator, and provide a 48" x 48" Quazite meter box in lieu of the concrete meter box.

CHANGE ORDER NO. 2

JUSTIFICATION #3: The existing check valve and butterfly valve are currently leaking. The check valve is not necessary; thus this change order will include the installation of an additional 24" electrically operated butterfly valve. Due to bottlenecks, the line size is also increased from 16" to 24" and to fit within the constraints of the project fence line, a 48" x 48" Quazite meter box is requested.

DESCRIPTION #4: Increase the contract amount by \$51,286.04 for the additional labor and materials required to provide additional duct bank and relocation of SCADA antenna tower and radio from the existing pump building to the new electrical building.

JUSTIFICATION #4: The existing Hendricks Pump building will be abandoned. The building will need to be demolished to provide better access to the pumps at the rear of the site. The existing electrical is fed from the existing pump building and will need to be rerouted to the new electrical building.

DESCRIPTION #5: Credit the contract amount by \$2,000.00 to provide pump test results in lieu of witness testing.

JUSTIFICATION #5: City and project engineer agree that certified witness tests are adequate for pump testing purposes.

DESCRIPTION #6: Increase the contract time by 120 working days for the additional time required to procure butterfly valves and electrical gear which meet the Buy American requirements.

JUSTIFICATION #6: Due to the large quantity of ARRA funded projects, suppliers are on back order for American manufactured materials. The lead time for these items was not expected in the original contract time. Lead times on the remaining unordered materials cannot be determined at this time; thus additional time may be required at a later date.

DESCRIPTION #7: Increase the contract time by 20 working days to provide additional equipment and installation required for painting the existing tank at Milmo and providing a new logo on the new tank.

JUSTIFICATION #7: The additional costs for this item have been included in Miscellaneous Allowance No. 1; however, the additional contract time associated with this work is requested within this change order.

DESCRIPTION #8: Increase the contract time by 35 working days to reroute the 3" drainline to the North property line at Galveston Street, extend the 24" ductile iron pipe to the tank, and reroute the 20" ductile iron pipe to require two (2) additional 20" 45° bends at Hendricks Booster Pump Station.

JUSTIFICATION #8: The additional costs for this item have been included in Miscellaneous Allowance No. 1; however, the additional contract time associated with this work is requested within this change order.

DESCRIPTION #9: Increase the contract time by 5 working days for rain/unworkable conditions from September 20 - 24, 2010.

CHANGE ORDER NO. 2

JUSTIFICATION #9: A working day is defined in the contract documents as a day which will permit the construction of principal units of work for a continuous period of not less than seven (7) hours. Heavy rains were observed during the week of September 20, 2010 which did not permit work.

CHANGE ORDER TABULATION

ITEM	DESCRIPTION	ADDITION	DEDUCTION	REMAINING BALANCE
1.	Provide additional crew overtime, equipment, and materials required to repair the blow out of the 18" line at Milmo includin the additional 24" butterfly valve used to complete the repair, complete in place per lump sum.	\$4,101.73		
2.	Provide additional labor and materials required to install four (4) 24" butterfly valves and five (5) 14" butterfly valves at Lyon Booster Pump Station, complete in place per lump sum.	\$101,381.06		
3.	Provide additional labor, equipment, and materials required to remove the existing piping and valves at the north storage tank at Milmo, provide a 24" butterfly valve with actuator, and provide a 48" x 48" Quazite meter box in lieu of the concrete meter box, complete in place per lump sum.	\$32,059.77		
4.	Provide additional labor and materials required to provide additional duct bank and relocation of SCADA antenna tower and radio from the existing pump building to the new electrical building, complete in place per lump sum	\$51,286.04		
5.	Provide pump test results in lieu of witness testing, complete in place per lump sum		\$2,000.00	\$0.00
M2	Bypass Pumping w/Temporary Pump (8,000 GPM @ 160' TDH), Temporary HDPE Piping, and Hot Tap Connections at Milmo, complete in place per lump sum.		\$18,294.81	\$0.00
L2	Bypass Pumping w/Temporary Pump (9000 GPM @ 100' TDH), Temporary HDPE Piping, and Hot Tap Connections, and Appurtenances, complete in place per lump sum.		\$35,000.00	\$0.00
SUBTOTAL		\$188,828.60	\$55,294.81	\$0.00
TOTAL - CHANGE ORDER NO. 2		\$133,533.79		

This change order proposes a total of 120 working days added to the contract time associated with the additional work and procurement of Buy American materials. Due to the contractor's critical path, 120 working days will encompass all delays associated with this change order.

CHANGE ORDER NO. 2

All other terms and conditions of the Agreement remain unchanged and are hereby ratified and confirmed. All terms and phrases used herein have the same meaning as in the Agreement.

No other part of the Plans, Contract Documents, or Technical Specifications is hereby revised by Change Order No. 2.

Submitted for Approval:

Marcus J. Naiser, P.E.

Marcus Naiser, P.E.
Project Manager
LNV, Inc.

CHANGE ORDER NO. 2

ACCEPTED BY: CONTRACTOR

By: [Signature]
Shane Hutson

Company: Pesado Construction Co.

Title: Vice President

Date: 11-22-10

APPROVED BY: OWNER

By: _____
Tomas M. Rodriguez, Jr., P.E.

Company: City of Laredo

Title: Utilities Director

Date: _____

Attest:

By: _____
Gustavo Guevara, Jr.

Company: City of Laredo

Title: City Secretary

Date: _____

By: _____
Carlos R. Villarreal

Company: City of Laredo

Title: City Manager

Date: _____

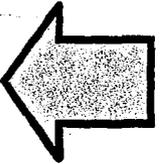
Approved as to Form:

By: _____
Valeria M. Acevedo

Company: City of Laredo

Title: Assistant City Attorney

Date: _____



COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: MOTION Authorizing the City Manager to amend the 2003 LUE Participation Agreement term of annexation from 5 years to 15 years and the extension of denial from 2 years to 3 years for the participation agreement between the City of Laredo and Hurd Urban Development, Ltd., Tanquecitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard E. Haynes and Vinateria Ranch Co. Ltd., respective owners of eight parcels of land described in the agreement for provisions of water and sewer capacity in the form of Living Unit Equivalency (LUEs). The provisions for water and sewer are made available though the over sizing of both the water and wastewater line extensions for the Colonias Project on SH 359 and the Texas Mexican Rail Road Right of Way.	
INITIATED BY: Jesus M. Olivares, Assistant City Manager		STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E., Utilities Director
PREVIOUS COUNCIL ACTION: The City Council authorized the City Manager to execute an agreement on 10/20/2003.		
BACKGROUND: The City of Laredo Utilities Department invited the development community on SH 359 to join efforts in the over-sizing of the water and wastewater line extensions to the Colonias. This over-sizing effort will help the developers and the City to prepare the possible growth in the areas around the Colonias. The City of Laredo Utilities Department collected the respective fees from all the Landowner's that requested the over-sizing of the water and sewer lines. As part of the agreement "the Landowners should apply to the City for annexation of the property subject to this agreement whether or not the Landowner's properties are contiguous to the city limits. Upon the condition that the Landowner's applies for annexation during the term of this agreement and is denied annexation, then the term of this agreement will automatically be extended for an additional two years." Due to delays on the construction of the oversize of the water and sewer lines and the global economy, the Landowner's have requested to change the term on annexation from 5 years to 15 years, and the extension from 2 years to 3 years, to allow economy recovery and the possible growth in the areas around the Colonias. Staff agrees with Landowners request.		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION: Finance Committee Operations Committee		STAFF RECOMMENDATION: To approve the motion

COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: MOTION Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of November 2010, represent a decrease of \$66,547.34. These adjustments are determined by the Webb County Appraisal District and by court orders.	
INITIATED BY: HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER		STAFF SOURCE: ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR
PREVIOUS COUNCIL ACTION: Approves tax roll each year.		
BACKGROUND: Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.		
FINANCIAL IMPACT: Potential revenues will decrease due to an decrease in levy in the amount of \$66,547.34.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Approval

TAX ADJUSTMENT LISTING
 11/01/10 - 11/30/10
 BY TRANSACTION DATE
 RECAP TOTALS BY ENTITY/YEAR

All account types
 All roll codes

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
INT7 07	.00	.00	.00	20.37-	.00	.00	.00	.00
INT7 TOTALS	.00	.00	.00	20.37- ✓	.00	.00	.00	.00
INT8 08	.00	.00	.00	10.18-	.00	.00	.00	.00
INT8 TOTALS	.00	.00	.00	10.18- ✓	.00	.00	.00	.00
LARE 02	.00	482.47	.00	.00	.00	.00	.00	.00
LARE 04	.00	.00	.00	.00	.00	.00	72.39	.00
LARE 05	.00	.00	.00	156.07-	200.06	.00	149.29	4.20-
LARE 06	.00	.00	.00	232.38-	835.43	.00	.00	222.04-
LARE 07	.00	344.80	.00	1091.06-	1956.10	.00	1235.43	1058.75-
LARE 08	.00	5.69	125.00	2290.84-	11795.86	.00	2006.27	1737.59-
LARE 09	.00	766.19	.00	14835.16-	6674.22	.00	12518.39	12655.53-
LARE 10	3583.56	794.21	513.36	75362.94-	21461.67	.00	7510.09	7827.48-
LARE TOTALS	3583.56	2393.36	638.36	93968.45- ✓		.00	23491.86	23505.59-
OMIT 07	.00	.00	.00	84.91-	.00	.00	.00	.00
OMIT 08	.00	.00	.00	84.91-	.00	.00	.00	.00
OMIT TOTALS	.00	.00	.00	169.82- ✓	.00	.00	.00	.00
RP05 05	.00	.00	.00	.00	.00	.00	241.99	.00
RP05 TOTALS	.00	.00	.00	.00	.00	.00	241.99	.00
RP06 06	.00	.00	.00	5.77-	.00	.00	.00	.00
RP06 TOTALS	.00	.00	.00	5.77- ✓	.00	.00	.00	.00
RP07 07	.00	.00	.00	8.10-	.00	.00	.00	.00
RP07 TOTALS	.00	.00	.00	8.10- ✓	.00	.00	.00	.00
RP08 08	.00	.00	.00	34.24-	.00	.00	.00	.00
RP08 TOTALS	.00	.00	.00	34.24- ✓	.00	.00	.00	.00
RP09 09	.00	2.46	.00	36.50-	.00	.00	1.79	1.79-
RP09 TOTALS	.00	2.46	.00	36.50- ✓	.00	.00	1.79	1.79-
RP10 10	6.79	.00	.00	271.99-	.43	.00	.43	.43-
RP10 TOTALS	6.79	.00	.00	271.99- ✓	.43	.00	.43	.43-
RTN 09	.00	.00	.00	.00	.00	.00	16.92	25.00-
RTN 10	75.00	.00	.00	.00	.00	.00	.00	.00
RTN TOTALS	75.00 ✓	.00	.00	.00	.00	.00	16.92	25.00-
SUPP 04	152.48	.00	.00	.00	.00	.00	.00	.00
SUPP 05	3024.17	.00	.00	.00	.00	.00	.00	.00
SUPP 06	4715.31	.00	.00	.00	.00	.00	.00	.00
SUPP 07	6640.27	.00	.00	.00	.00	.00	.00	.00
SUPP 08	5516.08	.00	.00	.00	.00	.00	.00	.00
SUPP 09	4308.87	.00	.00	.00	.00	.00	.00	.00
SUPP TOTALS	24357.18 ✓	.00	.00	.00	.00	.00	.00	220.18-
TOTALS	28022.53	2395.82	638.36	94525.42-	21462.10	.00	23752.99	23752.99-

2010	< 71,779.38 >
Prior	< 18,605.51 >
OMIT Prior	< 169.82 >
RP06	< 5.77 >
RP07	< 8.10 >
RP08	< 34.24 >
RP09	< 36.50 >
RP10	< 265.20 >
Supp Prior	24,357.18
INT 7	< 20.37 >
INT 8	< 10.18 >
RTN	75.00
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2010	< 71,779.38 >
Prior	< 18,605.51 >
OMIT Prior	< 169.82 >
RP06	< 5.77 >
RP07	< 8.10 >
RP08	< 34.24 >
RP09	< 36.50 >
RP10	< 265.20 >
Supp. Prior	24,357.18
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INT 7	< 20.37 >
INT 8	< 10.18 >
RTN	75.00
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	< 66,502.89 >

TAX ADJUSTMENT LISTING
 11/01/10 - 11/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY ENTITY/YEAR

All account types
 All roll codes

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
INT7 TOTALS	.00	.00	.00	.00	.00	.00	.00	
INT8 TOTALS	.00	.00	.00	.00	.00	.00	.00	
LARE 02	205.42	24.49	189.80	62.76	.00	.00	482.47	PAYMENT REFUND
LARE 04	34.59	4.15	24.21	9.44	.00	.00	72.39	TRANSFERS FROM
LARE 05	.00	.00	.00	.00	.00	200.06	200.06	CREDIT REFUND
LARE 05	38.03	28.22	37.84	45.20	.00	.00	149.29	TRANSFERS FROM
LARE 05	2.17	.26	1.22	.55	.00	.00	4.20	TRANSFERS TO
LARE 06	198.56	23.83	77.44	44.97	.00	.00	344.80	PAYMENT REFUND
LARE 06	123.77	14.85	54.46	28.96	.00	.00	222.04	TRANSFERS TO
LARE 07	.00	.00	.00	.00	.00	835.43	835.43	CREDIT REFUND
LARE 07	835.43	.00	.00	.00	.00	400.00	1235.43	TRANSFERS FROM
LARE 07	135.20	16.23	42.76	29.13	.00	835.43	1058.75	TRANSFERS TO
LARE 08	.00	1.60	1.60	2.49	.00	.00	5.69	PAYMENT REFUND
LARE 08	81.81	9.79	17.13	16.27	.00	.00	125.00	PAYMENT VOID
LARE 08	.00	.00	.00	.00	.00	1956.10	1956.10	CREDIT REFUND
LARE 08	1724.85	53.82	54.62	83.56	.00	89.42	2006.27	TRANSFERS FROM
LARE 08	8.37	.99	1.73	1.65	.00	1724.85	1737.59	TRANSFERS TO
LARE 09	.00	55.63	21.48	8.76	.00	680.32	766.19	PAYMENT REFUND
LARE 09	.00	.00	.00	.00	.00	11795.86	11795.86	CREDIT REFUND
LARE 09	12069.20	68.95	39.65	47.50	.00	293.09	12518.39	TRANSFERS FROM
LARE 09	1071.79	108.78	71.20	108.90	.00	11294.86	12655.53	TRANSFERS TO
LARE 10	794.21	.00	.00	.00	.00	.00	794.21	PAYMENT REFUND
LARE 10	513.36	.00	.00	.00	.00	.00	513.36	PAYMENT VOID
LARE 10	.00	.00	.00	.00	.00	6674.22	6674.22	CREDIT REFUND
LARE 10	5889.88	.00	.00	.00	.00	1620.21	7510.09	TRANSFERS FROM
LARE 10	2692.24	.00	.00	.00	.00	5135.24	7827.48	TRANSFERS TO
LARE TOTALS	18351.80	129.37	292.40	151.76	.00	5554.33	24479.66	
OMIT TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP05 05	3.80	.46	2.20	.97	.00	234.56	241.99	TRANSFERS FROM
RP05 TOTALS	3.80	.46	2.20	.97	.00	234.56	241.99	
RP06 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP07 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP08 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP09 09	.00	.21	.14	.32	.00	1.79	2.46	PAYMENT REFUND
RP09 09	1.79	.00	.00	.00	.00	.00	1.79	TRANSFERS FROM
RP09 09	.00	.00	.00	.00	.00	1.79	1.79	TRANSFERS TO
RP09 TOTALS	1.79	.21	.14	.32	.00	.00	2.46	
RP10 10	.00	.00	.00	.00	.00	.43	.43	CREDIT REFUND
RP10 10	.43	.00	.00	.00	.00	.00	.43	TRANSFERS FROM
RP10 10	.00	.00	.00	.00	.00	.43	.43	TRANSFERS TO
RP10 TOTALS	.43	.00	.00	.00	.00	.00	.43	
RTN 09	16.92	.00	.00	.00	.00	.00	16.92	TRANSFERS FROM
RTN 09	25.00	.00	.00	.00	.00	.00	25.00	TRANSFERS TO

13,846.59

4,505.21

TAX ADJUSTMENT LISTING
 11/01/10 - 11/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY ENTITY/YEAR

All account types
 All roll codes

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL
RTN TOTALS	8.08- ✓	.00	.00	.00	.00	.00	8.08-
SUPP 09	220.18- ✓	.00	.00	.00	.00	.00	220.18- TRANSFERS TO
SUPP TOTALS	220.18- ✓	.00	.00	.00	.00	.00	220.18-
TOTALS	18129.56	130.04	294.74	153.05	.00	5788.89	24496.28

2010 4,505.21

Prior 13,846.59

RP05 3.80

RP09 1.79

RP10 .43

Supp P. <220.18>

RTN <8.08>

18,129.56

TAX ADJUSTMENT LISTING
 11/01/10 - 11/30/10
 BY TRANSACTION DATE
 RECAP TOTALS BY ADJUSTMENT CODE

All account types
 All roll codes

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
AGRB	22353.95	.00	.00	.00	.00	.00	.00	.00
APCR	.00	.00	.00	.00	.00	.00	777.84	777.84-
BDCK	.00	.00	452.48	.00	.00	.00	.00	.00
CBR	.00	768.65	.00	.00	21462.10	.00	.00	.00
CE	409.28	.00	.00	669.48-	.00	.00	.00	.00
CP	1046.67	.00	.00	1199.45-	.00	.00	146.57	146.57-
DA	.00	.00	.00	1757.30-	.00	.00	.00	.00
DNE	.00	.00	.00	2602.64-	.00	.00	.00	.00
DVHS	.00	.00	.00	2006.48-	.00	.00	.00	.00
ENV	658.53	.00	.00	.00	.00	.00	52.87	52.87-
EP	.00	.00	.00	1674.03-	.00	.00	.00	.00
FRZI	.00	.00	.00	1296.55-	.00	.00	723.25	723.25-
LAW	.00	.00	.00	637.00-	.00	.00	.00	.00
LDIS	.00	.00	.00	.91-	.00	.00	129.12	129.12-
NSF	.00	.00	185.88	.00	.00	.00	1305.72	1305.72-
OMIT	67.90	.00	.00	.00	.00	.00	.00	.00
OTHR	.00	.00	.00	.00	.00	.00	464.90	464.90-
OV65	.00	.00	.00	8947.18-	.00	.00	.00	.00
PR	.00	5.69	.00	.00	.00	.00	.00	.00
PROT	.00	.00	.00	52463.52-	.00	.00	401.37	401.37-
REND	6.79	.00	.00	356.60-	.00	.00	2.22	2.22-
RTN	75.00	.00	.00	.00	.00	.00	.00	.00
SCE	1660.30	.00	.00	467.63-	.00	.00	.00	.00
SCP	122.75	.00	.00	97.39-	.00	.00	460.55	460.55-
SDA	.00	.00	.00	4898.07-	.00	.00	257.48	257.48-
SDNE	.00	.00	.00	2678.64-	.00	.00	31.34	31.34-
SDVH	.00	.00	.00	487.37-	.00	.00	487.37	487.37-
SEP	.00	.00	.00	976.97-	.00	.00	.00	.00
SFRZ	.00	.00	.00	228.49-	.00	.00	1051.36	1051.36-
SLAW	.00	.00	.00	7184.15-	.00	.00	2908.54	2908.54-
SO65	.00	.00	.00	1461.60-	.00	.00	123.90	123.90-
SPLT	1324.73	.00	.00	1759.40-	.00	.00	312.83	312.83-
SSPT	220.18	.00	.00	.00	.00	.00	4409.74	4409.74-
SVET	.00	.00	.00	12.74-	.00	.00	4522.21	4522.21-
TF	76.45	.00	.00	413.39-	.00	.00	43.57	43.57-
TRNF	.00	1621.48	.00	.00	.00	.00	4758.04	4758.04-
VET	.00	.00	.00	248.44-	.00	.00	382.20	382.20-
TOTALS	28022.53	2395.82	638.36	94525.42-	21462.10	.00	23752.99	23752.99-

TAX ADJUSTMENT LISTING
 11/01/10 - 11/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

All account types
 All roll codes

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
02 TRNF	205.42	24.49	189.80	62.76	.00	.00	482.47	PAYMENT REFUND
10 TOTALS	205.42	24.49	189.80	62.76	.00	.00	482.47	
04 TRNF	34.59	4.15	24.21	9.44	.00	.00	72.39	TRANSFERS FROM
04 TOTALS	34.59	4.15	24.21	9.44	.00	.00	72.39	
05 CBR	.00	.00	.00	.00	.00	200.06	200.06	CREDIT REFUND
05 TRNF	41.83	28.68	40.04	46.17	.00	234.56	391.28	TRANSFERS FROM
05 TRNF	2.17-	.26-	1.22-	.55-	.00	.00	4.20-	TRANSFERS TO
05 TOTALS	39.66	28.42	38.82	45.62	.00	434.62	587.14	
06 TRNF	198.56	23.83	77.44	44.97	.00	.00	344.80	PAYMENT REFUND
06 TRNF	123.77-	14.85-	54.46-	28.96-	.00	.00	222.04-	TRANSFERS TO
06 TOTALS	74.79	8.98	22.98	16.01	.00	.00	122.76	
07	835.43	.00	.00	.00	.00	.00	835.43	TRANSFERS FROM
07	.00	.00	.00	.00	.00	835.43-	835.43-	TRANSFERS TO
07 CBR	.00	.00	.00	.00	.00	835.43	835.43	CREDIT REFUND
07 TRNF	.00	.00	.00	.00	.00	400.00	400.00	TRANSFERS FROM
07 TRNF	135.20-	16.23-	42.76-	29.13-	.00	.00	223.32-	TRANSFERS TO
07 TOTALS	700.23	16.23-	42.76-	29.13-	.00	400.00	1012.11	
08	1724.85	.00	.00	.00	.00	.00	1724.85	TRANSFERS FROM
08	.00	.00	.00	.00	.00	1724.85-	1724.85-	TRANSFERS TO
08 BDCK	81.81	9.79	17.13	16.27	.00	.00	125.00	PAYMENT VOID
08 CBR	.00	.00	.00	.00	.00	1956.10	1956.10	CREDIT REFUND
08 PR	.00	1.60	1.60	2.49	.00	.00	5.69	PAYMENT REFUND
08 TRNF	.00	53.82	54.62	83.56	.00	89.42	281.42	TRANSFERS FROM
08 TRNF	8.37-	.99-	1.73-	1.65-	.00	.00	12.74-	TRANSFERS TO
08 TOTALS	1798.29	64.22	71.62	100.67	.00	320.67	2355.47	
09	11093.18	.00	.00	.00	.00	.00	11093.18	TRANSFERS FROM
09	.00	.00	.00	.00	.00	11093.18-	11093.18-	TRANSFERS TO
09 APCR	.00	.00	.00	.00	.00	201.68	201.68	TRANSFERS FROM
09 APCR	137.37-	16.47-	12.35-	24.91-	.00	.00	191.10-	TRANSFERS TO
09 CBR	.00	55.84	21.62	9.08	.00	682.11	768.65	PAYMENT REFUND
09 CBR	.00	.00	.00	.00	.00	11795.86	11795.86	CREDIT REFUND
09 OTHR	420.50	32.29	12.11	.00	.00	.00	464.90	TRANSFERS FROM
09 OTHR	421.34-	31.68-	11.88-	.00	.00	.00	464.90-	TRANSFERS TO
09 REND	1.79	.00	.00	.00	.00	.00	1.79	TRANSFERS FROM
09 REND	.00	.00	.00	.00	.00	1.79-	1.79-	TRANSFERS TO
09 SPLT	312.83	.00	.00	.00	.00	.00	312.83	TRANSFERS FROM
09 TRNF	259.61	36.66	27.54	47.50	.00	91.41	462.72	TRANSFERS FROM
09 TRNF	758.26-	60.63-	46.97-	83.99-	.00	201.68-	1151.53-	TRANSFERS TO
09 TOTALS	10770.94	16.01	9.93-	52.32-	.00	1474.41	12199.11	
10	3740.13	.00	.00	.00	.00	.00	3740.13	TRANSFERS FROM
10	.00	.00	.00	.00	.00	3740.13-	3740.13-	TRANSFERS TO
10 APCR	.00	.00	.00	.00	.00	576.16	576.16	TRANSFERS FROM
10 APCR	586.74-	.00	.00	.00	.00	.00	586.74-	TRANSFERS TO
10 BDCK	327.48	.00	.00	.00	.00	.00	327.48	PAYMENT VOID
10 CBR	.00	.00	.00	.00	.00	6674.65	6674.65	CREDIT REFUND

TAX ADJUSTMENT LISTING
 11/01/10 - 11/30/10
 BY TRANSACTION DATE
 PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

All account types
 All roll codes

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
10 NSF	185.88	.00	.00	.00	.00	.00	185.88	PAYMENT VOID
10 REND	.43	.00	.00	.00	.00	.00	.43	TRANSFERS FROM
10 REND	.00	.00	.00	.00	.00	.43-	.43-	TRANSFERS TO
10 SPLT	.00	.00	.00	.00	.00	312.83-	312.83-	TRANSFERS TO
10 TF	43.57	.00	.00	.00	.00	.00	43.57	TRANSFERS FROM
10 TF	.00	.00	.00	.00	.00	43.57-	43.57-	TRANSFERS TO
10 TRNF	794.21	.00	.00	.00	.00	.00	794.21	PAYMENT REFUND
10 TRNF	2106.18	.00	.00	.00	.00	1044.05	3150.23	TRANSFERS FROM
10 TRNF	2105.50-	.00	.00	.00	.00	1038.71-	3144.21-	TRANSFERS TO
10 TOTALS	4505.64	.00	.00	.00	.00	3159.19	7664.83	
TOTALS	18129.56	130.04	294.74	153.05	.00	5788.89	24496.28	

	PREVIOUS BALANCES	<----- ORIGINAL TRANSACTIONS	----- TRANSACTIONS ADJUSTMENTS TO ORIGINAL	THIS PERIOD ADJUSTMENTS TO PREVIOUS	-----> NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	67,221,633.64	.00	1,568.86	73,538.44-	71,969.58-	67,149,664.06
- BASE TAX PAID	4,874,101.85	7,065,426.75	38.12	4,543.76-	4,505.64-	11,935,022.96
- BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/- ADJUSTMENTS TO UNPAID TAX	.00	.00	.00	.00	.00	.00
= OUTSTANDING BASE TAX	62,347,531.79					55,214,641.10

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

OTHER PAID:						
PENALTY	.00	.00	.00	.00	.00	.00
INTEREST	.00	.00	.00	.00	.00	.00
COLLECTION FEE	.00	.00	.00	.00	.00	.00
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	1,959.56	6,803.66	2,209.73-	949.46-	3,159.19-	5,604.03
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	4,876,061.41	7,072,230.41	2,171.61-	5,493.22-	7,664.83-	11,940,626.99

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	747,516,105.82	.00	24,282.10	90,784.99-	66,502.89-	747,449,602.93
- BASE TAX PAID	679,725,706.88	7,289,244.67	105.44	18,235.00-	18,129.56-	686,996,821.99
- BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-		.00	.00	.00	2,734.03-
= OUTSTANDING BASE TAX	67,787,664.91					60,450,046.91

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

OTHER PAID:						
PENALTY	17,418,401.11	26,594.41	8.08	138.12-	130.04-	17,444,865.48
INTEREST	4,095,484.74	29,810.53	34.10-	260.64-	294.74-	4,125,000.53
COLLECTION FEE	8,132,089.93	41,865.55	6.20	159.25-	153.05-	8,173,802.43
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	16,239.61-	7,322.40	2,444.29-	3,344.60-	5,788.89-	14,706.10-
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	709,355,443.05	7,394,837.56	2,358.67-	22,137.61-	24,496.28-	716,725,784.33

COUNCIL COMMUNICATION

DATE: 12-20-2010	SUBJECT: MOTION Authorizing the City Manager to execute a renewal tower site lease agreements (800 MHz Trunked Radio System Towers) with Pinnacle Towers Acquisition, LLC., Sarasota, Florida in the monthly amount of \$7,597.00 for a second term of five (5) years. Funding is available in the Information Services and Telecommunications Fund (595), and contingent upon future year appropriations.
INITIATED BY: Horacio de Leon, Asst. City Manager	STAFF SOURCE: Heberto L. Ramirez, Information Services & Telecommunications Director
PREVIOUS COUNCIL ACTION: On January 09, 2006 by motion, City Council approved the execution of previous contract for the initial term of five (5) years.	
BACKGROUND: On October 3, 2005 the City Council executed a contract between the City of Laredo and Motorola, Inc. for the procurement and implementation of a new 800 MHz. trunked radio system. This system replaced several VHF and UHF analog radio communications systems used for public safety and public service departments.	
FINANCIAL IMPACT: Funding is available in the Information Technology Fund. Account number 595-5515-513-37-10.	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this action be authorized.

Site Name: Laredo ID 3002068
Site Address: Hwy. 1472, 3 mi W of Las
County: WEBB
State: TX
Coordinates: Latitude 27|39|33.50 - Longitude 099|36|36.60

Lessee's Site Name and ID: Pinnacle Site

TOWER SITE LEASE # 4081072

Lessor:
Pinnacle Towers LLC, a Global Signal company
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232

Lessee:
City of Laredo
1110 Houston Street
Laredo, TX 78040

THIS TOWER SITE LEASE ("Lease") is entered into by and between Lessor and Lessee and shall be effective on the date last signed by one of the parties. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached EXHIBIT A.

WHEREAS, upon the commencement date of this lease, that certain Antenna Site Schedule No: 160400034N0007 by and between Pinnacle Towers Inc., and City of Laredo will be terminated and replaced by this lease.

WHEREAS, the Lessee desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"), which is more particularly depicted on attached EXHIBIT B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor grants to Lessee use of the Premises, together with an access and utility easement, under the following terms and conditions:

- 1. USE:** Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain equipment ("Permitted Equipment"), operating at permitted frequencies ("Permitted Frequencies") as set forth on attached EXHIBIT C.
- 2. INITIAL TERM:** Sixty (60) months, commencing on the date of one of the following ("Commencement Date"). The Commencement Date shall be the earlier of the initiation of any work at the Site (in which case Lessee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work); or, January 1, 2006.
- 3. RENEWAL TERMS:** Three (3) renewal terms of sixty (60) months each, which will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than 90 days prior to the end of the then-current term.

4. RENT

(a) INITIAL RENT: The initial monthly rent shall be **Four Thousand Thirty-three and 00/100 Dollars (\$4,033.00)** plus any applicable taxes. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the first business day of each calendar month that it is due. Payment, if by check, shall be delivered to the following address (or such other location as Lessor may designate in writing from time to time):

Pinnacle Towers LLC
PO Box 409250
Atlanta, GA 30384-9250

(b) ESCALATION: **Five percent (5%)** per annum, commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, throughout the initial term of this Lease and any renewal term.

(c) PAYMENT PERIOD: Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid monthly.

(d) HOLDOVER. If Lessee holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days' notice to the other party.

5. UTILITIES: Shall be (one of the following):

- Included in rent ("Bundled").
- Not included in rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.
- Flat Rate in the amount of _____ per month, payable with each rent installment.

NOTE: The electricity rate hereunder assumes an electricity cost of ten (10) cents per kilowatt-hour. Lessor reserves the right to pass

through any increases in this rate to lessees paying Bundled or Flat Rate utilities.

6. STRUCTURAL ANALYSIS:

Completed / Not Required

Pending, pursuant to a separate Structural Authorization Form or similar agreement by and between the parties. To the extent any structural analysis determines that Site upgrades, modifications, improvements are required to accommodate Lessee's Permitted Equipment, the full cost thereof shall be borne by Lessee.

7. PRIME AGREEMENT: If the Lessor leases the real property on which the Site is located from the owner of the real property, Lessee shall abide by the terms and conditions of the land lease between Lessor and owner (the "Prime Lease") to the extent that such terms and conditions affect the Lessee's use of the Site.

8. INTERFERENCE: Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site existing as of the date this Lease is executed by the parties. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other Lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

9. INSURANCE: Insurance requirements for Lessee and Lessee's Contractors and Subcontractors are contained in Exhibit "D" attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

10. INDEMNIFICATIONS

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

11. WAIVERS

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessor and in force at the time of any such damage and any risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessee and in force at the time of any such damage and any risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

12. EQUIPMENT INSTALLATION, RECONFIGURATION, AND REMOVAL

(a) **INSTALLATION:** Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Prior to installing the Permitted Equipment on the Site, Lessee shall submit engineering drawings, plans and specifications (collectively, "Plans") for Lessor's reasonable approval, after which Lessee shall promptly commence and complete the installation in accordance with the approved Plans. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may not install equipment at the Site without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) **RECONFIGURATION:** Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee will install at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application ("Application"), for Lessor's approval.

(c) **REMOVAL:** Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

13. COMPLIANCE

(a) **LESSOR shall:** (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) **LESSEE shall:** (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit a third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

14. MAINTENANCE

(a) **LESSOR** may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.

(b) **LESSEE** shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

15. WARRANTIES AND REPRESENTATIONS

(a) **FCC QUALIFIED:** Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) **SATISFACTION WITH SITE:** Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) **ENVIRONMENTAL:** Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and

approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(c) OPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, it shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other customers on the Site and, if Lessor, in its sole discretion, determines that it is commercially reasonable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

17. DEFAULT

(a) GENERALLY: A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

18. TERMINATION

a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Lessee prior to the commencement of the initial term by written notice to Lessor without further liability if, prior to commencement, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any license, permit or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises.

b) DURING TERM: Lessee may terminate this Lease during the current term upon ninety (90) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to continue its use of the Premises due to an action of the FCC. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any

tower or structure thereon, for the purposes contemplated by this Lease. Lessor may terminate this lease if an extension or continuation of the Prime Agreement is unable to be secured.

19. ASSIGNMENT: Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

20. EMINENT DOMAIN: If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

21. LENDER'S CONTINUATION RIGHTS: Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site. Accordingly, Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

23. STATE SPECIFIC PROVISIONS

FLORIDA: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

NORTH CAROLINA: Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

TEXAS: WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741, ET. ESQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

24. CONDITIONAL PROVISIONS (APPLICABLE IF CHECKED)

IMPROVEMENTS: The parties agree and acknowledge that to make the Site suitable for Lessee's intended use, the Site requires certain improvements (the "Improvements"). The parties agree and acknowledge that such Improvements will cost an amount approximately equal to \$_____ (the "Improvement Cost"). Lessee shall pay to Lessor \$_____ of such Improvement Cost by valid purchase order or check ("Lessee's Improvement Cost Contribution"). Upon Lessor's receipt of Lessee's Improvement Cost Contribution, Lessor shall use its best efforts to commence construction of such Improvements; provided that Lessor shall not be responsible for obtaining materials or executing contracts for the commencement of such Improvements until Lessor receives Lessee's Improvement Cost Contribution pursuant to this section. Once Lessor receives such Lessee's Improvement Cost Contribution, Lessee acknowledges and agrees that Lessee's ability to terminate this Schedule prior to the Commencement Date pursuant to the terms herein or pursuant to the Master Antenna Site Lease shall be deemed revoked and Lessee's Improvement Cost Contribution shall be non-refundable. Nothing in this Schedule shall require Lessor to complete the Improvements prior to the Commencement Date provided that Lessor undertakes in good faith to complete the Improvements in a commercially reasonable time period.

GOVERNMENT ASSESSMENTS: This Site is Leased or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authority. Lessee shall pay to Lessor its pro rata share of any and all fees or assessments levied by such governmental authority with regard to the Premises, as well as any fees or assessments invoiced by such authority that are attributable to the Permitted Equipment or Lessee's operations at the Site.

ADDITIONAL LAND: Lessor and Lessee agree and acknowledge that additional ground space or access rights must be obtained to accommodate Lessee's needs at the Site, and that Lessor will attempt to secure such ground space or access rights. If Lessor is unable to obtain the additional ground space or access rights on terms mutually acceptable to Lessor and Lessee within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the additional ground space or access rights that are necessary. The Commencement Date of this Lease shall be extended until such requisite ground space or access rights have been obtained. If Lessor is unable to obtain the additional ground space or access rights within the additional ninety (90) day period, this Lease shall terminate.

LAND OWNER CONSENT: Lessor and Lessee agree and acknowledge that the consent of the Land Owner must be obtained in order to lease or sublease portions of the Site, and that Lessor will attempt to secure such consent. If Lessor is unable to obtain this consent within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the consent that is necessary. The Commencement Date of this Lease shall be extended until such requisite consent has been obtained. If Lessor is unable to obtain this consent within the additional ninety (90) day period, this Lease shall terminate.

ADDITIONAL PROVISION(S)

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

N. f. UK
Name: Kevin Vincent
Peter Snow
Name: Peter Snow

LESSOR:

Pinnacle Towers LLC
By: Global Signal Services LLC, its Manager

By: [Signature]
Name: Brett Buggeln
Senior Director of Real Estate & Construction
As Its: _____
Date: 1/18/06

WITNESSES:

Ruth G. Silva
Name: Ruth G. Silva

Name: _____

LESSEE:

City Of Laredo

By: [Signature]
Name: Larry Dovalina
As Its: City Manager
Date: 1/12/06

Attested

By: [Signature]
Gustavo Guevara, Jr.
City Secretary

EXHIBIT A
(TO TOWER SITE LEASE NO. 4026348)

LEGAL DESCRIPTION
OF THE SITE

Tract 1:

A tract of land containing 2.0379 acres, more or less, out of Parcel No. 10 Tomas Sanchez, Original Grantee, Abstract No. 289 in Webb County, Texas; said 2.0379 acre tract being out of a 10 acre tract of land described by metes and bounds in Deed recorded in Volume 1053, Page 143-144 of the Webb County, Deed Records, and being herein more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found on the Southeast line of Parcel 9 and Northwest line of Parcel 10, same being the Southeast corner of a called 10 acre tract of land (9.7767 acres actual) described in Deed from Roger C. Roshu to Maria G. Becerra, dated March 16, 1991, same 10 acre tract being out of an original 1,261.95 acre tract in Parcel 9 as described in Deed recorded in Volume 353, Page 226-230 of the Webb County, Deed Records;

THENCE, S 68° 00' 00" E, with the Southeast line of Parcel 9, Northwest Line of Parcel 10 and the South line of said 10 acre tract, a distance of 481.25' to a 1/2" iron rod found for the true point of beginning and the Northeast corner hereof;

THENCE, S 26° 32' 23" E, with an fence in place and the East line of this tract, a distance of 1,486.22' to a point on the North right of way line of F.M. 1472 road (known as miss road) for the Southeast corner hereof;

THENCE, S 80° 21' 29" W, along the North right of way line of F. M. 1472 road, a distance of 62.71' to a point for the Southwest corner hereof;

THENCE, N 26° 32' 23" W, with a fence in place along the East line of a 3.000 acre tract as described in Deed recorded in Volume 1053, Page 173-174 of the Webb County, Deed Records, and the West line of this tract, a distance of 1,472.76' to a point for the Northwest corner hereof;

THENCE, N 68° 00' 00" E, with the Southeast line of Parcel 9, the Northwest line of Parcel 10 and the South line of said 10 acre tract, a distance of 60.19' to the POINT OF BEGINNING, containing 2.0379 acres of land, more or less.
SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SURFACE ONLY of a 0.0381 acre tract out of Parcel No. 10, Tomas Sanchez, Original Grantee, Abstract No. 289, also being out of 10.00 acre tract (Tract 9) as conveyed by Deeds from Patricia Presto Yates, Independent Executrix of the Estate of Samuel Arthur Yates, Deceased and Jack R. Blanco to Thomas Wilson as recorded in Volume 1053, Pages 143-144 and 176-178, Real Property Records of Webb County, Texas, and being more fully described by metes and bounds as follows:

Commencing at the northeast corner of said 10.00 acre tract (out of Tract 9);

Thence, S. 26° 36' 31" E., 1472.41 feet to the point of beginning being on the north Right-of-Way Line of Highway FM 1472, said point being the southeast corner of said 10.00 acre tract herein described;

Thence, S. 80° 58' 29" W., 62.77 feet along said north Right-of-Way Line of Highway FM 1472 to a point for the southwest corner of this tract;

Thence, N. 26° 33' 18" W., 23.69 feet along a line to a point for the northwest corner of this tract;

Thence in an easterly direction, 60.76 feet along a curve to the left having a central angle of 01° 16' 56", a tangent of 30.38 feet and a radius of 2741.79 feet to a point on the east line of said 10.00 acre tract for the southeast corner of this tract;

Thence, S. 26° 36' 31" E., 32.04 feet along said east line of said 10.00 acre tract to the point of beginning and containing 0.0381 of an acre tract (1666.61 sq. ft.) of land more or less.

Company does not guarantee the amount of acreage.

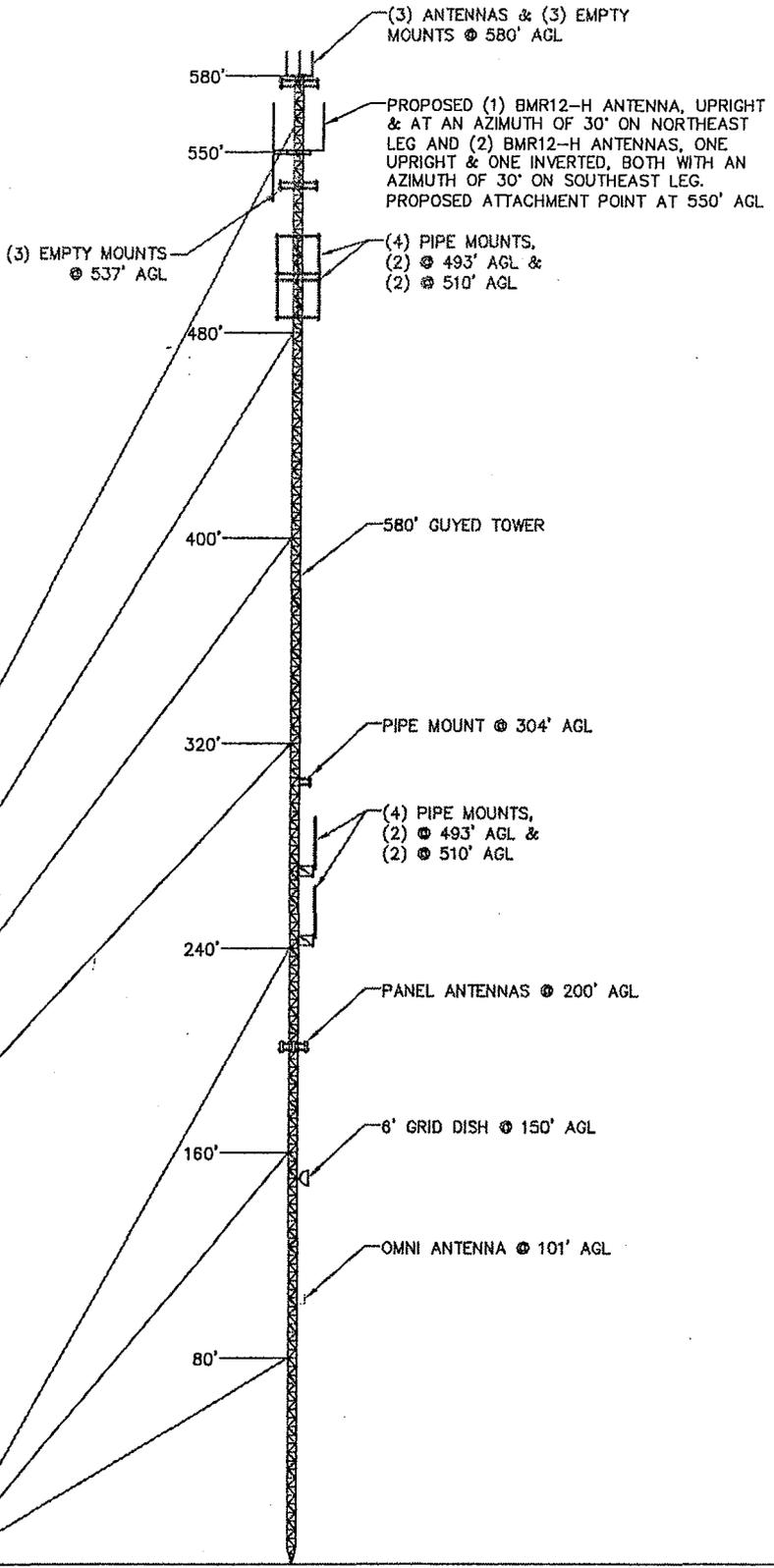
TRACT 2:

Lot One (1), Block One (1), MOTOROLA FLAT, situated in Webb County, Texas, according to plat thereof recorded in Volume 33, Page 4, Map Records of Webb County, Texas.

EXHIBIT B
(TO TOWER SITE LEASE NO. 4026348)

SITE DRAWING OF THE PREMISES

12/15/05 3:20:33 PM, kcs



TOWER ELEVATION
NTS

CFE
C FAULKNER ENGINEERING

400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473

P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR
INFORMATION
ONLY

MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

TOWER
ELEVATION
EXHIBIT 2 OF 2
REVISION 1

2

EXHIBIT C
(TO TOWER SITE LEASE NO. 4026348)

PERMITTED EQUIPMENT AND FREQUENCIES

(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.)

LESSEE'S FCC LEASE/CALL SIGNS: _____

EXPIRATION DATE: _____

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Lessee Owned Antennas (OR) Lessor's Master Antenna System

ANTENNAS #1	Mounting Height: 245'	Direction: Up <input checked="" type="checkbox"/> Down <input type="checkbox"/>
Transmit <input checked="" type="checkbox"/>	Receive <input checked="" type="checkbox"/>	
Make: Dipole	Model:	Length: 20'
Weight:	Mount Type:	Weight:
Azimuth:	ERP:	Coax Size: 7/8"
ANTENNAS #2	Mounting Height: 270'	Direction: Up <input checked="" type="checkbox"/> Down <input type="checkbox"/>
Transmit <input checked="" type="checkbox"/>	Receive <input checked="" type="checkbox"/>	
Make: Dipole	Model:	Length: 20'
Weight:	Mount Type:	Weight:
Azimuth:	ERP:	Coax Size: 7/8"
ANTENNAS #3	Mounting Height: 550'	Direction: Up <input checked="" type="checkbox"/> Down <input type="checkbox"/>
Transmit <input checked="" type="checkbox"/>	Receive <input checked="" type="checkbox"/>	
Make: RFS	Model: BMR12-H	Length: 20'
Weight: 92 lbs	Mount Type: Andrew HS-600	Weight: 207 lbs
Azimuth: 30	ERP: 302	Coax Size: 1 1/4"
ANTENNAS #4	Mounting Height: 550'	Direction: Up <input checked="" type="checkbox"/> Down <input type="checkbox"/>
Transmit <input checked="" type="checkbox"/>	Receive <input checked="" type="checkbox"/>	
Make: RFS	Model: BMR12-H	Make: RFS
Weight: 92 lbs	Mount Type: Andrew HS-600	Weight: 92 lbs
Azimuth: 30	ERP: 302	Coax Size: 1 1/4"
ANTENNAS #5	Mounting Height: 550'	Direction: Up <input checked="" type="checkbox"/> Down <input type="checkbox"/>
Transmit <input checked="" type="checkbox"/>	Receive <input checked="" type="checkbox"/>	
Make: RFS	Model: BMR12-H	Make: RFS
Weight: 92 lbs	Mount Type: Andrew HS-600	Weight: 92 lbs
Azimuth: 30	ERP: 302	Coax Size: 7/8"
Number of TMA: 1	Coax size: 3/8"	

Total Number of Antennas: 5
Total Number of Feedlines: 6

GROUND & BUILDING EQUIPMENT LIST

Lessor Building: Lessee Building: Lessee Pad:
Dimensions of Lessee's Floor Space: 10' x 2' (20 sq. ft.)

Equipment Make: _____ Equipment Model: _____
Power Requirements: 200 volts Transmit Power: 302 watts
Total # of Cabinets: 2 Cabinet Dimensions: W 2' x D 2' x H 7' 6"

Transmit Frequencies: 851.125, 856.225, 857.125, 857.225, 858.125, 858.225, 859.125, 859.225,
860.125, 860.225 MHz

Receive Frequencies: 811.125, 811.225, 812.125, 812.225, 813.125, 813.225, 814.125, 814.225, 815.125,
815.225 MHz

Electrical Usage

- Included in Price
(PTI Bundled) Tenant Direct
(Tenants Cost) Flat Rate \$

**EXHIBIT D
INSURANCE REQUIREMENTS**

1. LESSEE REQUIREMENTS

Within five (5) days after the execution of the Lease, but prior to the commencement of the initial term of such Lease, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on the each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

(a) Property: Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

(b) Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(c) Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	\$1,000,000.00
Products & Completed Operations Limit	\$1,000,000.00
Personal Injury & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expense Limit	\$ 5,000.00

(d) Workers Compensation:

Employers Liability (State of the site location)	Statutory
Limit each accident	\$ 100,000.00
Limit disease aggregate	\$ 500,000.00
Limit disease each employee	\$ 100,000.00

2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS

Lessee shall require its Contractor and Subcontractors ("Contractors") to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

(b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

(c) Tower Climbers: Work at a Site in any capacity that requires climbing the tower:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00

Entered on Log: ST
Lead Review: SD

CADMIN SO ID: 70571
Attributes Updated:

Lease Execution Cover Sheet

Agreement Number: ~~4026348~~ 408072 Tower Number: 3002068

Lessee Company Name: City of Laredo

Site Name: Laredo State: TX Sprint Site Core Site

BDM: L. Miller New Revenue: ~~\$000.00~~ \$4033.00 Third Party Payment: Reason:

Commencement/Effective Date: 01/01/05 Approved Height: 550' Base of Antenna ACL

- Collocation Reconfiguration (Current Lease Rate + Rate Increase = \$)
- Add'l Land Not Required Add'l Land Required & Rcv'd Add'l Land Contingency
- Consent Not Required Consent Required & Rcv'd Consent Contingency
- SA Passed or Not Required SA Failed SA Contingency
- Capital Expenditure Required

- 1. Request estimate from Construction Dept. \$ Multiple:
- 2. Request rental terms from Sales. Customer Contribution: \$
- 3. a. Collocations: Review proposed rental amount and length of initial term to ensure that capital expense will be recouped during the initial term of the lease
Length of Initial Term: Months
b. Reconfigurations: Review proposed rental amount and length of current term to ensure that capital expense will be recouped during the current term of the lease
Time Remaining On Current Term: Months
- 4. Review the underlying ground lease to ensure that the term of the ground lease extends beyond the expiration of the proposed initial term of the lease
Time Remaining On Underlying Lease: or Owned Land
- 5. Request financial analysis
- 6. Insert the relevant capital expenditure language into the lease
- 7. Verify the proposed upgrades submitted for financial approval
- 8. Receive notification of financial approval
- 9. Verify financial approval upon receipt of partially executed lease
- 10. Issue Notice To Proceed to Construction Department

K. Vincent
Kevin L. Vincent
Collocation Project Manager

P. Quinn
Patrick O' Quinn
Contracts Manager

Existing agreement expired - month to month - No cancellation clause herein

4033.00
1033.19
3000 net

193

Site Name: South Laredo ID 3010774
Site Address: 327 Riverfront
County: Webb
State: TX
Coordinates: Latitude 27/26/36.20 - Longitude 099/29/15.70

Lessee's Site Name and ID: South Site

RECEIVED

FEB 07 2006

TOWER SITE LEASE # 4080594

Lessor:
Pinnacle Towers Acquisition LLC
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232

Lessee:
City of Laredo
1110 Houston Street
Laredo, TX 78040

ACCOUNTSPAYABLE

THIS TOWER SITE LEASE ("Lease") is entered into by and between Lessor and Lessee and shall be effective on the date last signed by one of the parties. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached EXHIBIT A.

WHEREAS, the Lessee desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"), which is more particularly depicted on attached EXHIBIT B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor grants to Lessee use of the Premises, together with an access and utility easement, under the following terms and conditions:

- 1. **USE:** Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain equipment ("Permitted Equipment"), operating at permitted frequencies ("Permitted Frequencies") as set forth on attached EXHIBIT C.
- 2. **INITIAL TERM:** Sixty (60) months, commencing on the date of one of the following ("Commencement Date"): The Commencement Date shall be the earlier of the initiation of any work at the Site (in which case Lessee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work); or, January 1, 2006.
- 3. **RENEWAL TERMS:** Four (4) renewal terms of sixty (60) months each, which will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than 90 days prior to the end of the then-current term.

4. RENT

(a) **INITIAL RENT:** The initial monthly rent shall be Three Thousand and 00/100 Dollars (\$3,000.00) plus any applicable taxes. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the first business day of each calendar month that it is due. Payment, if by check, shall be delivered to the following address (or such other location as Lessor may designate in writing from time to time):

Pinnacle Towers Acquisition LLC
P. O. Box 404261
Atlanta, GA 30384-4261

(b) **ESCALATION:** Five percent (5%) per annum, commencing on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, throughout the initial term of this Lease and any renewal term.

(c) **PAYMENT PERIOD:** Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid monthly.

5. UTILITIES: Shall be (one of the following):

- Included in rent ("Bundled").
- Not included in rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.
- Flat Rate in the amount of _____ per month, payable with each rent installment.

NOTE: The electricity rate hereunder assumes an electricity cost of ten (10) cents per kilowatt-hour. Lessor reserves the right to pass through any increases in this rate to lessees paying Bundled or Flat Rate utilities.

6. STRUCTURAL ANALYSIS:

- Completed / Not Required
- Pending, pursuant to a separate Structural Authorization Form or similar agreement by and between the parties. To the extent any structural analysis determines that Site upgrades, modifications, improvements are required to accommodate Lessee's Permitted Equipment, the full cost thereof shall be borne by Lessee.

7. PRIME AGREEMENT: If the Lessor leases the real property on which the Site is located from the owner ("Owner") of the real

property, Lessee shall abide by the terms and conditions of the land lease between Lessor and Landlord (the "Prime Agreement") to the extent that such terms and conditions affect the Lessee's use of the Site.

8. INTERFERENCE: Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site existing as of the date this Lease is executed by the parties. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other Lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

9. INSURANCE: Insurance requirements for Lessee and Lessee's Contractors and Subcontractors are contained in Exhibit "D" attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

10. INDEMNIFICATIONS

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

11. WAIVERS

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessor and in force at the time of any such damage and any risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessee and in force at the time of any such damage and any risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

12. EQUIPMENT INSTALLATION, RECONFIGURATION, AND REMOVAL

(a) INSTALLATION: Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Prior to installing the Permitted Equipment on the Site, Lessee shall submit engineering drawings, plans and specifications (collectively, "Plans") for Lessor's reasonable approval, after which Lessee shall promptly commence and complete the installation in accordance

with the approved Plans. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may not install equipment at the Site without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) **RECONFIGURATION:** Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee will install at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application ("Application"), for Lessor's approval.

(c) **REMOVAL:** Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

13. COMPLIANCE

(a) **LESSOR shall:** (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) **LESSEE shall:** (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

14. MAINTENANCE

(a) **LESSOR may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.**

(b) **LESSEE shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.**

15. WARRANTIES AND REPRESENTATIONS

(a) **FCC QUALIFIED:** Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) **SATISFACTION WITH SITE:** Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) **ENVIRONMENTAL:** Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(d) **COOPERATION:** Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the

Premises.

(e) **ESTOPPEL CERTIFICATES:** Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) **LIENS:** Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE

(a) **FORCE MAJEURE:** The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) **SITE DAMAGE:** If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, it shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other customers on the Site and, if Lessor, in its sole discretion, determines that it is commercially desirable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

17. DEFAULT

(a) **GENERALLY:** A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) **LESSOR REMEDIES:** Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) **LESSEE REMEDIES:** Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

18. TERMINATION

(a) **PRIOR TO COMMENCEMENT:** This Lease may be terminated by Lessee prior to the commencement of the initial term by written notice to Lessor without further liability if, prior to commencement, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any Lease, permit or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises.

(b) **DURING TERM:** Lessee may terminate this Lease during the current term upon ninety (90) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to continue its use of the Premises due to an action of the FCC. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any tower or structure thereon, for the purposes contemplated by this Lease. Lessor may terminate this lease if an extension or continuation of the Prime Agreement is unable to be secured.

19. ASSIGNMENT: Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

20. EMINENT DOMAIN: If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned

under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

21. LENDER'S CONTINUATION RIGHTS: Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site. Accordingly, Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a writing executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

23. STATE SPECIFIC PROVISIONS

FLORIDA: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

NORTH CAROLINA: Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

TEXAS: WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 741, ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

24. CONDITIONAL PROVISIONS (APPLICABLE IF CHECKED)

IMPROVEMENTS: The parties agree and acknowledge that to make the Site suitable for Lessee's intended use, the Site requires certain improvements (the "improvements"). The parties agree and acknowledge that such improvements will cost an amount approximately equal to \$_____ (the "improvement cost"). Lessee shall pay to Lessor \$_____ of such improvement cost by valid purchase order or check ("Lessee's improvement cost contribution"). Upon Lessor's receipt of Lessee's improvement cost contribution, Lessor shall use its best efforts to commence construction of such improvements; provided that Lessor shall not be responsible for obtaining materials or executing contracts for the commencement of such improvements until Lessor receives Lessee's improvement cost contribution pursuant to this section. Once Lessor receives such Lessee's improvement cost contribution, Lessee acknowledges and agrees that Lessee's ability to terminate this Schedule prior to the Commencement Date pursuant to the terms herein or pursuant to the Master Antenna Site Lease shall be deemed revoked and Lessee's improvement cost contribution shall be non-refundable. Nothing in this Schedule shall require Lessor to

complete the improvements prior to the Commencement Date provided that Lessor undertakes in good faith to complete the improvements in a commercially reasonable time period.

GOVERNMENT ASSESSMENTS: This Site is Leased or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authority. Lessee shall pay to Lessor its pro rata share of any and all fees or assessments levied by such governmental authority with regard to the Premises, as well as any fees or assessments invoiced by such authority that are attributable to the Permitted Equipment or Lessee's operations at the Site.

ADDITIONAL LAND: Lessor and Lessee agree and acknowledge that additional ground space or access rights must be obtained to accommodate Lessee's needs at the Site, and that Lessor will attempt to secure such ground space or access rights. If Lessor is unable to obtain the additional ground space or access rights on terms mutually acceptable to Lessor and Lessee within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the additional ground space or access rights that are necessary. The Commencement Date of this Lease shall be extended until such requisite ground space or access rights have been obtained. If Lessor is unable to obtain the additional ground space or access rights within the additional ninety (90) day period, this Lease shall terminate.

LAND OWNER CONSENT: Lessor and Lessee agree and acknowledge that the consent of the Land Owner must be obtained in order to lease or sublease portions of the Site, and that Lessor will attempt to secure such consent on terms mutually acceptable to Lessor and Lessee. If Lessor is unable to obtain this consent within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the consent that is necessary. The Commencement Date of this Lease shall be extended until such requisite consent has been obtained. If Lessor is unable to obtain this consent within the additional ninety (90) day period, this Lease shall terminate.

ADDITIONAL PROVISION(S)

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

N. L. Wt
Name: Kwan Y. W. Chai
Robert Fair
Name: ROBERT FAIR

LESSOR:

Pinnacle Towers Acquisition LLC
By: Global Signal Services LLC, its Manager

By: Brett Buggeln
Name: Brett Buggeln
Senior Director of Real Estate & Construction
As Its: _____
Date: 1/18/06

WITNESSES:

Ruth G. Silva
Name: Ruth G. Silva

Name: _____

LESSEE:

City of Laredo

By: Larry Dovalina
Name: Larry Dovalina
As Its: City Manager
Date: 1/17/06

Approved as to form:

J. Flores
Jaime Flores, City Attorney

Attested

By: Gustavo Guevara, Jr.
Gustavo Guevara, Jr.
City Secretary

**EXHIBIT A
(TO TOWER SITE LEASE NO. 4080694)**

**LEGAL DESCRIPTION
OF THE SITE**

A 2.184 tract of land, more or less, and of a 53.7198 acre tract of land, more or less, out of the Juan Bartolo Chapin, Partition No. 37, Abstract 418, Webb County, Texas, and being all or a part or portion of a certain 53.7198 acre conveyed to the City of Laredo, recorded in Volume 618, Page 208, Deed Records, Webb County, Texas, said 2.184 acre tract of land being more particularly described by survey and bounds as Exhibit "A" attached hereto and made a part hereof.

TRACT B:

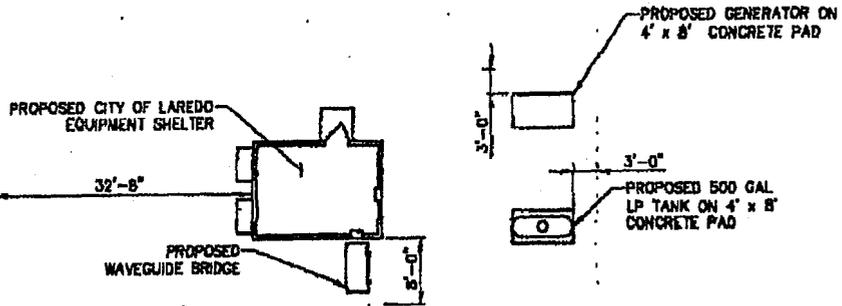
A 0.053 tract of land, more or less, out of the Juan Bartolo Chapin, Partition No. 37, Abstract 418, Webb County, Texas, and being out of a part or portion of a certain 53.7290 acre conveyed to the City of Laredo, recorded in Volume 618, Page 208, Deed Records, Webb County, Texas, said 0.053 acre tract of land being more particularly described by survey and bounds as Exhibit "B" attached hereto and made a part hereof.

TRACT C:

Being approximately 1.813 tract of land, together with the corner by survey, agree and witness, out of a 53.7198 acre tract of land, more or less, out of the Juan Bartolo Chapin, Partition No. 37, Abstract 418, Webb County, Texas, said 53.7198 acre tract of land being more particularly described by survey and bounds contained in deed dated June 15, 1979 recorded in Volume 618, Page 208, Deed Records of Webb County, Texas, and being more particularly described by survey and bounds as Exhibit "C" attached hereto and made part hereof.

EXHIBIT B
(TO TOWER SITE LEASE NO. 4080594)

SITE DRAWING
OF THE PREMISES



SITE LAYOUT PLAN



P:\Projects\2005\02\0505_C_South Site (Dallas) Signal\CD\WIC-0505south-AS.dwg, 11/11/05 8:50:52

CE
 400 South Street, Suite 250
 Austin, Texas 78703
 P: 512.465.5470
 F: 512.465.5473
 P.O. Box 1526
 Austin, Texas 78767-1526
 www.mullerengr.com

FOR INFORMATION ONLY

 **MOTOROLA**
 CITY OF LAREDO
 SOUTH SITE

SITE PLAN
EXHIBIT 1 OF 2

1

PROPOSED (1) BMR12-A ANTENNA ON SW LEG, UPRIGHT & AT AN AZIMUTH OF 95° TN. ATTACH TO TOWER WITH 6" HEAVY DUTY STAND-OFF AT 200' AGL.

PROPOSED (2) BMR12-A ANTENNAS, ONE UPRIGHT & ONE INVERTED, AND (1) TTA ON NE LEG WITH AN AZIMUTH OF 95° TN. ATTACH WITH 6" HEAVY DUTY STAND-OFF AT 200' AGL.

240'

200'

60' NEW EUROPEAN TOWER

TOWER ELEVATION

NTS

Public Safety/Motorola-Laredo_South Site (Global Signal)CAD/UC-apsSouthSite-AS.dwg, 11/11/05 6:58:45 PM

CFE
 400 South Street, Suite 200
 Austin, Texas 78703
 P: 512-495-8475
 F: 512-495-8473
 P.O. Box 1439
 Austin, Texas 78767-1539
 www.cfe.com

FOR INFORMATION ONLY

 **MOTOROLA**
 CITY OF LAREDO
 SOUTH SITE

TOWER ELEVATION EXHIBIT 2 OF 2

2

**EXHIBIT C
(TO TOWER SITE LEASE NO. 4080594)**

PERMITTED EQUIPMENT AND FREQUENCIES

(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease Agreement.)

LESSEE'S FCC LEASE/CALL SIGNS: _____

EXPIRATION DATE: _____

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Lessee Owned Antennas (OR) Lessor's Master Antenna System

ANTENNAS #1-3	Mounting Height:	200'	Direction:	Up <input checked="" type="checkbox"/> Down <input type="checkbox"/>
Transmit <input checked="" type="checkbox"/>	Receive <input checked="" type="checkbox"/>			
Make:	RFS	Model:	BMR12-A	Length: 20'
Weight:	92 lbs	Mount Type:	Andrew HS-800	Weight: 207 lbs
Azimuth:	95	ERP:	398.1	Coax Size: 7/8"
TMA coax size:	3/8"	TMA make:	Motorola Auto quad	

Total Number of Antennas: 3
Total Number of Feedlines: 4
Total Number of TMA: 1

GROUND & BUILDING EQUIPMENT LIST

Lessor Building: Lessee Building: Lessee Pad:
Dimensions of Lessee's Building / Pad: 18.5' x 12' (198 sq. ft.)
Dimensions of Lessee's Floor Space:

Transmit Frequencies: 858.125, 858.225, 857.125, 857.225, 858.125, 858.225, 859.125, 859.225, 860.125, 860.225 MHz

Receive Frequencies: 811.125, 811.225, 812.125, 812.225, 813.125, 813.225, 814.125, 814.225, 815.125, 815.225 MHz

Electrical Usage

Included in Price (PTI Bundled) Tenant Direct (Tenants Cost) Flat Rate \$

**EXHIBIT D
INSURANCE REQUIREMENTS**

1. LESSEE REQUIREMENTS

Within five (5) days after the execution of the Lease, but prior to the commencement of the initial term of such Lease, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on the each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

(a) Property: Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

(b) Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit \$1,000,000.00

(c) Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	\$1,000,000.00
Products & Completed Operations Limit	\$1,000,000.00
Personal Injury & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expense Limit	\$ 5,000.00

(d) Workers Compensation:

Employers Liability (State of the site location)	Statutory
Limit each accident	\$ 100,000.00
Limit disease aggregate	\$ 500,000.00
Limit disease each employee	\$ 100,000.00

2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS

Lessee shall require its Contractor and Subcontractors ("Contractors") to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

(b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

(c) Tower Climbers: Work at a Site in any capacity that requires climbing the tower:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00

Entered on Log: ST

Lead Review: [Signature]

CADMIN SO ID: 70560

Attributes Updated:

Lease Execution Cover Sheet

Agreement Number: 4080594

Tower Number: 3010774

Lessee Company Name: City of Laredo

Site Name: South Laredo

State: TX

BDM: L. Miller

New Revenue: \$3000.00

Sprint Site Core Site

Commencement/Effective Date: 01/01/06

Approved Height: 200ft

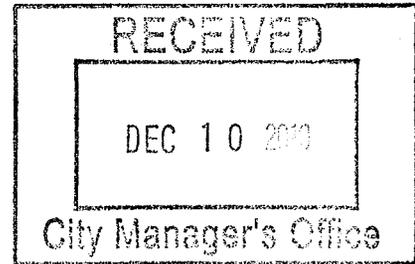
- Collocation Relocation/Reconfiguration (Total Lease Rate: \$)
- Add'l Land Not Required Add'l Land Required & Rcv'd Add'l Land Contingency
- Consent Not Required Consent Required & Rcv'd Consent Contingency
- SA Passed or Not Required SA Failed SA Contingency
- Capital Expenditure Required

- 1. Request estimate from Construction Dept. \$ Multiple:
- 2. Request rental terms from Sales. Customer Contribution: \$
- 3. a. Collocations: Review proposed rental amount and length of initial term to ensure that capital expense will be recouped during the initial term of the lease
Length of Initial Term: Months
- b. Reconfigurations: Review proposed rental amount and length of current term to ensure that capital expense will be recouped during the current term of the lease
Time Remaining On Current Term: Months
- 4. Review the underlying ground lease to ensure that the term of the ground lease extends beyond the expiration of the proposed initial term of the lease
Time Remaining On Underlying Lease:
- 5. Request financial analysis
- 6. Insert the relevant capital expenditure language into the lease
- 7. Verify the proposed upgrades submitted for financial approval
- 8. Receive notification of financial approval
- 9. Verify financial approval upon receipt of partially executed lease
- 10. Issue Notice To Proceed to Construction Department

[Signature]
 Kevin L. Vincent
 Collocation Project Manager

[Signature]
 Patrick O'Quinn
 Contracts Manager

93



DANNY VALDEZ
WEBB COUNTY JUDGE

December 10, 2010

Mr. Carlos Villarreal
City Manager
City of Laredo
1110 Houston St.
Laredo, TX 78041

RE: Request for Donation of Reclaimed Asphalt Pavement (RAP)

Dear Mr. Villarreal,

Webb County is requesting a possible donation of Reclaimed Asphalt Pavement (RAP) in the total amount of 4,000 cubic yards from the City of Laredo. We intend to use this material on county roads in the areas of Pueblo Nuevo to help improve the deteriorating road conditions.

If acceptable, the location of available road millings will be determined by the City of Laredo and the Webb County Road and Bridge Department will haul the material from said location.

I thank you in advance for your consideration in this matter. If I can be of further assistance or if you need additional information, please feel free to contact me at (956) 523-4600.

Sincerely,

A handwritten signature in cursive script that reads "Danny Valdez".

Honorable Danny Valdez
Webb County Judge

Xc: Tomas Rodriguez, City of Laredo P.E. Water Utilities Director
John Orfila, City of Laredo Public Works Director
Leroy R. Medford, Executive Administrator for the County Judge
Jose L. Ramos, Road & Bridge Superintendent

COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: MOTION Authorizing the selection of Meridian Solar, of Austin Texas to provide for the design-build of a 20 Kilowatt photovoltaic solar array rooftop mounted system at the N.E. Hillside Recreation Center and a 20 Kilowatt photovoltaic solar array rooftop mounted system at the LBV Tech Rec Center. This will offset approximately a third to half of the energy consumption for these recreation centers. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG).	
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: <p>The American Recovery and Reinvestment Act of 2009 appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The Energy Efficiency and Conservation Block Grant program assists local and state governments to develop and implement a comprehensive energy efficiency strategy which emphasizes a bottom-up, community-based approach in helping the nation meet its energy and climate protection goals.</p> <p>The City solicited request for Qualifications (RFQs) from qualified firms for the project, which were received on November 5, 2010. There were eight proposals received (Meridian Solar, Atlantis Solar, South Texas Solar Systems, S&B Infrastructure, AEG, Premier Engineering, EcoTech, and Corbo Electric). Staff reviewed the proposals and recommends Meridian Solar as the best qualified firm.</p> <p>Meridian Solar will be responsible for the design and construction of the two 20 Kilowatt photovoltaic solar array rooftop mounted systems. Total cost of the two projects is approximately \$250,000.00.</p>		
FINANCIAL IMPACT: Funding is available in the EECBG grant 249-3863 -545-92-01		
RECOMMENDATION:	STAFF RECOMMENDATION: Approval of the motion.	

COUNCIL COMMUNICATION

DATE: 12/20/2010	SUBJECT: MOTION Authorizing the selection of South Texas Solar Systems, of Laredo Texas to provide for the design-build of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo's Environmental Services Department. This will offset approximately half of the energy consumption for this building. Funding is available through the State Energy Conservation Office (SECO) Grant.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: <p>Under the State Energy Program (SEP), the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) is providing grant funding to eligible public entities for qualified renewable energy technologies. On August 6, 2010 SECO notified the City of Laredo of an award of \$175,000.00 from the State Energy Program, with \$50,000.00 in matching funds (\$225,000.00). These funds will enable the Environmental Services Department to construct a small scale photovoltaic (PV) solar panel array system that will help offset energy usage of the building.</p> <p>The City solicited request for Qualifications (RFQs) from qualified firms for the project, which were received on November 5, 2010. There were eight proposals received (Meridian Solar, Atlantis Solar, South Texas Solar Systems, S&B Infrastructure, AEG, Premier Engineering, EcoTech, and Corbo Electric). Staff reviewed the proposals and recommends South Texas Solar Systems as the best qualified firm.</p> <p>South Texas Solar Systems will be responsible for the design and construction of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo's Environmental Services Department.</p>	
FINANCIAL IMPACT: Funding is available in the SECO grant account # 249-3854-545-9201.	
RECOMMENDATION:	STAFF RECOMMENDATION: Approval of the motion.

COUNCIL COMMUNICATION

DATE: 12/20/10	SUBJECT: STAFF REPORT Discussion with possible action to consider a second request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Police Sergeant Armando Elizondo, Jr.	
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 this work related injury on February 28, 2001. March 2, 2007 – had surgery to repair injury. August 20, 2007 – Released to full duty. December 03, 2009 – taken off duty due to pain. February 4, 2010 – has second surgery to repair injury. June 14, 2010 – Exhaust 260 Leave on the Return to Work Policy. 1 st Extension – Requested and was granted 120 days effective June 26, 2010. November 29, 2010 – Exhaust 120 days City Council extension.		
FINANCIAL IMPACT: Funding is available in the 101-2310-521-1110 personnel line item.		
COMMITTEE RECOMMENDATION: None		STAFF RECOMMENDATION: Recommendation will be made by staff during this presentation.

To: Mr. Dan Migura
Human Resources Director

From: Alejandro Perez, LVN
Licensed Vocational Nurse II

Date: November 24, 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- Appointment with Dr. A. Garza-Gongora. Officer continued on full duty.

08/16/2001- Appointment 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. Appointment on 9/19/01 with Dr. Sued.

09/19/2001- Appointment with Dr J Sued. Officer continues on full Duty. Next appointment with Dr. Garza-Gongora 10/23/01.

10/23/201- Appointment with Dr. A. Garza-Gongora. Officer continued on full duty. Next appointment with Dr. Garza-Gongora on 12/14/01.

12/14/2001- Appointment with Dr. A. Garza-Gongora. Officer continued on full duty. Next appointment 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- Appointment with Dr. A. Garza-Gongora. Officer continued on full duty. Next appointment with Dr. Garza-Gongora on 8/26/02.

08/26/2002- Appointment with Dr. A. Garza-Gongora. Officer continued on full duty. Next appointment with Dr. Garza-Gongora on 1/16/03

01/16/2003- Appointment with Dr. A. Garza-Gongora. Officer continued on full duty. Next appointment with Dr. Sued 11/11/04.

11/11/2004- Appointment with Dr. J. Sued. Officer continues on full duty. Next appointment with Dr. D. Dennis 11/16/05.

11/16/2005- Appointment with Dr. D. Dennis. Officer continues on full duty. Next appointment with Dr. Sued 8/16/06.

08/16/2006- Appointment with Dr. J. Sued. Officer off duty from 8/16/06 to 8/16/06. Next appointment Dr Sued 8/17/06.

08/17/2006- Appointment 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 appointment with Dr. Garza-Vale 3/19/07

03/19/2007 – Appointment with Dr. Garza-Vale follow up post surgery. Officer continues off work until next visit. Next appointment 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.

4/25/2007- Employee begins physical therapy.

05/25/2007 – Appointment with Dr. Garza-Vale. Officer continues off work until next visit. Next appointment Dr. Garza-Vale in 6 weeks. Employee finishes physical therapy sessions.

6/12/2007 – Appointment with Dr. Garza-Vale. Officer continues off work until next visit. Patient referred back to Dr. J. Sued for further evaluation and treatment. Next appointment 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 appointment with Dr. A. Garza-Vale after complaining of lower back pain. Officer taken off work until 01/03/10. Next appointment 12/7/09

12/07/2009- Appointment with Dr. Garza-Vale. Officer continues off work until next visit. Next appointment With Dr Garza Vale 12/30/09

12/30/2009 – Appointment with Dr. Garza-Vale Officer continues off work until 1/31/10. Next appointment 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- Appointment with Dr. Garza-Vale. Officer continues off work. Next appointment with Dr. Garza-Vale 4/19/10

04/19/2010- Appointment with Dr. Garza-Vale. Officer continues off work. Next appointment with Dr. Garza-Vale 6/01/2010

5/10/2010- Employee begins physical therapy sessions 3/week x 4weeks

05/11/2010 – Return to work committee meeting with employee present held at HR Del Mar office.

06/01/2010 - Appointment with Dr Garza-Vale. Officer continues off work Next appointment with Dr. Garza-Vale 7/20/10.

6/4/2010- Employee completes physical therapy sessions.

06/14/2010 - Officer Elizondo reaches 260 date today.

07/06/2010 – 120 day extension granted by City Council to expire **11/29/2010**

07/19/2010 – Appointment with Dr. Garza-Vale. Officer continues off work. Next appointment with Dr. Garza-Vale 9/21/2010 Employee referred for physical therapy.

7/20/2010- Employee begins physical therapy 3/per week x 2 weeks

8/2/2010- Employee completes 2nd therapy session.

9/20/2010- Appointment with Dr. Garza-Vale. Officer continues off work. Next appointment with Dr. Garza-Vale 11/15/2010

10/26/2010 – Request for 12 additional sessions of physical therapy requested by Dr. A. Garza-Vale.

10/29/2010- Request for additional physical therapy denied by pre-certification company. Reason for denial request exceeds ODG guidelines.

11/15/2010- Appointment with Dr. Garza-Vale. Officer continues off work. Next appointment with Dr. Garza-Vale 1/4/2011.

11/23/2010- Request for additional physical therapy sessions re-submitted pending approval

CITY COUNCIL MEETING AS MASS TRANSIT BOARD COMMUNICATION

DATE: 12-20-10	SUBJECT: MOTION Consideration to authorize the purchase of two (2), 30 ft. buses in the total amount \$287,282.00 from National Bus Sales & Leasing, Inc., Marietta, GA., through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program contract no. BT01-09. Funding for the buses is available through the Texas Department of Transportation (TxDOT) Section 5317 New Freedom (NF) grant agreement #51022F7072 (\$273,280.00) and transit sales tax proceeds (\$14,000.00).
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Feliciano Garcia, Transit General Manager Francisco Meza, Purchasing Agent
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PREVIOUS BOARD ACTION:
The City Council approved to accept and execute the New Freedom Grant on October 19, 2009 with Ordinance 2009-O-189.

BACKGROUND:
The Texas Transportation Commission passed minute order 111810 awarding the City of Laredo, the New Freedom Grant in the amount of \$218,624.00 with a local match of \$54,656.00 for the purchase ADA vehicle and equipment. The Texas Transportation Commission takes special note of its designation by the governor as the administering agency for the Federal Transit Administration (FTA) grant programs, New Freedom Formula Grant Program (NF) (49 U.S.C. § 5317), and further acknowledges that federal program regulations require TxDOT to ensure that these grant funds are distributed fairly and equitable within the state.

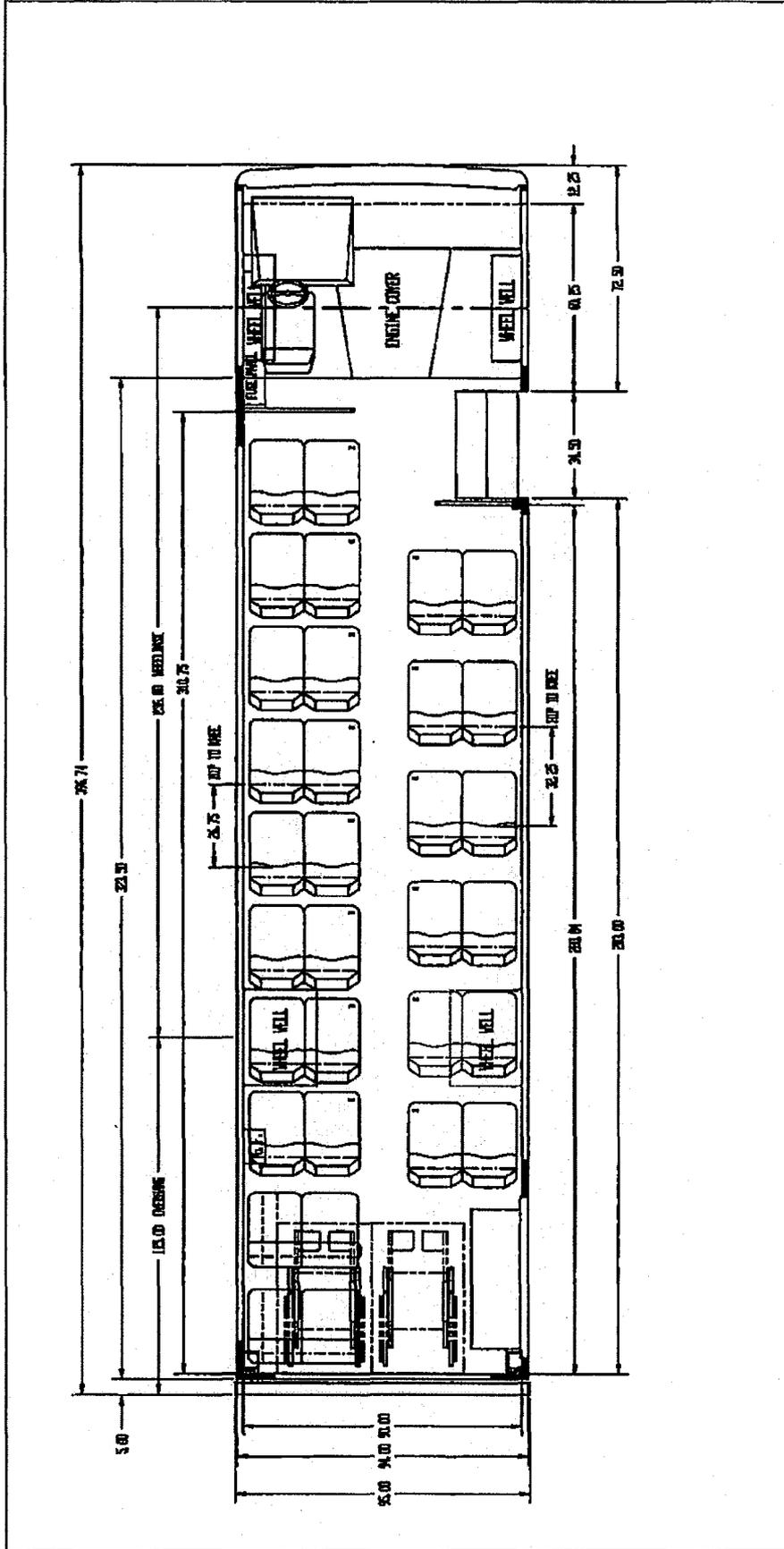
National Bus Sales
H-GAC Contract BT01-09

	Unit Price	Extended Cost
30 ft. bus	\$143,341.00	\$286,243.00
H-GAC fee		\$ 600.00
	Total	\$287,282.00

FINANCIAL:
The two (2) buses will be purchased using TxDOT New Freedom Grant no. 51022F7072 in the amount of \$273,280.00, account 518-5186-585-9004. The remaining balance of \$14,002.00 will be expensed using sales tax account number 518-5162-565-9004.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends approval of this motion.
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Description	GVW	
CTS FE 236-MB65 FREIGHTLINER 6.7L DIESEL	26,000	
CIRCUIT BREAKERS IN LIEU OF FUSES		
LIGHT, DOOR AJAR W/BUZZER (REAR DOOR)		
LIGHTS, DOOR ACTUATED DOME		
LIGHTS, LED ALL EXTERIOR (NON ADA) STANDARD LIGHTS ONLY- SOUND OFF, INCLUDES REAR CENTER AND SIDE DIRECTIONAL/TURN		
FLOORING - COVED UP SIDEWALL		
FLOORING, FULL RUBBER BLACK RCA (PER FOOT)		
PLYWOOD, 5/8" PRESSURE TREATED FLOOR		
WHITE STANDEE LINE		
104,000 BTU MAX A/C (FRTLN MB 6.7 L CUMMINS)		
HEAT CIRCULATION PUMP		
HEATER 35,000 BTU		
EXTRA VALVE FOR HEATER LINES (ONE IS STANDARD)		
LIFT, PACKAGE BRAUN NVL917 403/404		
POUCH, Q'STRAIT TIEDOWN - BLACK VINYL		
Q-STRAINT, TIEDOWN QRT CBI 3.1 Q8100 TRK		
BACKUP ALARM (SMALL)		
EXIT WINDOW INDICATOR LIGHT		
EXTINGUISHER FIRE 5 POUND		
FLARE KIT - REFLECTOR		
GRAB RAILS, CEILING		
KIT, FIRST AID - 24 UNIT		
STANCHION, PADDING BLACK (1 SET)		
STANCHION, w/MODESTY BEHIND DRIVER		
INTERIOR, CEILING FRP (PER FOOT)		
INTERIOR, WALLS FRP (PER FOOT)		
MID HI FEATHERWEIGHT RIGID w/T LEG DOUBLE		
SEAT, 35" FSC TWO STEP FOLDAWAY FLIP		
<u>LEVEL 1 FABRIC UPGRADE (PER PASSENGER) LINK TO FREEDMAN SEATING</u>		
COVER DRIVER SEAT LEVEL 1		
60" STANDARD SEAT BELTS		
SEAT BELT, 2 PT RETRACTABLE (N/A W-PERIMETER SEATS OR FLIP SEATS)		
DESTINATION SIGN HORIZON FRONT AND SIDE		
INTEGRATED VOICE SYSTEM		
GE MOBILEVIEW III - 7 CAMERA		



REV DATE		ECN	DESC. OF CHANGES	BY	APP'D
PART NO.		C8003052		CHAMPION BUS INC.	
MATERIALS:		FREIGHTLINER SEATS - 11 MAX LEATHERNEIGHT		PURCH./MFG.: FFA	
TOLERANCES UNLESS OTHERWISE NOTED		DRAWN BY B. WATKINS		DATE: 05/18/00	
XX - .05		CHECK		DATE:	
XXX - .020		APP'D		DATE:	
X - 1"		SCALE:		MODEL: CTS FREIGHTLINER	
DO NOT SCALE		W/A		TITLE: FLOUTMAN CTS FRT-301	
ECN #		N/A		26.00 V/R W/BS CHASSIS	
BY		APP'D		(32) PASSENGERS (2) W/C'S	
SCALE		N/A		MODEL	
BY		APP'D		CTS FREIGHTLINER	
SCALE		N/A		MODEL	

MODEL YEAR 2000