

CITY OF LAREDO

CITY COUNCIL MEETING

A-2012-R-07

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

APRIL 16, 2012

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 April 2, 2012

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

- a. Recognizing John B. Alexander High School 2011-2012 Boys Basketball Team for their outstanding performance this season with an overall record of 30-7; district record of 14-4; earning title of Bi-District Champions, Area Champions & Regional Quarterfinal Champions.
- b. Recognizing the 2011-2012 United High School Basketball Team.
- c. Recognizing Martin High School & Nixon High School VMT students receiving honors at the Wednesday, April 4, 2012, District One Act Play Contest advancing to Area Contest.

- d. Recognizing the 2011-2012 Cigarroa High School Girls Basketball Team on their individual accomplishments.
- e. Recognizing Cigarroa High School Volleyball Team for their 2011-2012 Season accomplishments.
- f. Recognizing Alejandro Nava, United South High School Trombone Player, on winning the competition and being selected as a Texas All-State Musician.

Communiqués

- a. Presentation regarding the 4th Annual Kite Festival held Thursday, March 15, 2012 at North Central Park.
- b. Presentation by Gladys Vargas regarding Fanny Vargas' bid for Nuestra Belleza Latina currently airing on Univision, Sunday's at 7:00 p.m., and request for "votes" from Laredo to support her in the televised reality-show-style completion.

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 Alejandro Perez of Mr. Danny Perez to the Parks & Leisure Advisory Committee.
- b. Appointment by Council Member Jorge Vera of Mr. Edward Castillo to the Planning and Zoning Commission.
- c. Appointment by Council Member Jorge Vera of Mr. Armand Vanlor to the Convention & Visitors Bureau Advisory Committee.

VII. PUBLIC HEARINGS

- 1. **Public hearing and introductory ordinance** authorizing City Manager to accept an amendment to Federal Aviation Administration Grant Project No. 3-48-0136-068-11 to increase the grant amount from \$6,347,019.00, to \$6,747,019.00 an increase of approximately \$400,000.00 and to amend the City of Laredo FY 2012 Airport Construction Budget to recognize the additional revenues and expenditures to enable the additional realignment and reconstruction of Taxiway F with the Runway 35L Safety Area at the Laredo International Airport and appropriating said grant revenue to the appropriate revenue and expenditure accounts. The City's local match of five (5%) percent in the amount of \$21,053.00 is available in the Airport

Construction Fund. **(Approved by the Operations and Finance Committees)**

2. **Public hearing and introductory ordinance** amending the City of Laredo Health Department FY 2011-2012 annual budget by appropriating additional revenues and expenditures in the amount of \$274,358.00 and amending the full time equivalent positions (FTE'S) by creating nine (9) FTE positions for the Health Department, Animal Control Services to assume management and operations for the City Animal Pound. **(Approved by the Operations and Finance Committees)**
3. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 25 acres, as further described in attached Exhibit "A", located on the east side of Cuatro Vientos Road east of Jalapa Street, from AG (Agricultural District) and R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff is in support of the application and the Planning & Zoning Commission recommends approval of the request. Districts I and II

4. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2007-O-244, issuing a Conditional Use Permit for a birthing clinic on Lots 4, 9 and 10, Block 941, Western Division, located at 3712 Santa Ursula Avenue; providing for publication and effective date.

Staff supports the application and the Planning and Zoning Commission recommends approval of repealing Ordinance 2007-O-244. District VII

5. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning the east 23.15 feet of Lot 3, Block 761, Eastern Division, located at 1417 East Bustamante Street, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

Staff is in support of the application and the Planning & Zoning Commission recommends approval of the request. District IV

6. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 1012, Western Division, located at 4001 Santa Maria Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

Staff is not in support of the application and the Planning & Zoning Commission recommends denial of the request. District VII

7. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Re-plat of Lot 1A, Block 1, and Lot 12B, Block 2, Tesoro Plaza Subdivision, located at 5102 and 5215 Tesoro Plaza Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff is not in support of the application and the Planning & Zoning Commission recommends approval of the request. District VII

8. **Public hearing** providing community residents an opportunity to comment on their housing and community needs and the projects that they wish to see funded for fiscal year 2012-2013, with funds anticipated to be received from the U.S. Department of Housing and Urban Development (HUD), and more specifically through the 38th Action Year (AY) Community Development Block Grant (CDBG) (\$3,347,669.00), the 2012 HOME Investment Partnerships Grant (HOME) (\$879,662.00), and the 2012 Emergency Solutions Grant (ESG) (\$284,955.00), in support of the preparation and submission of the 2012 Consolidated One-Year Action Plan to HUD. Also for discussion and comment is the Fiscal Year (FY) 2010-2011 Consolidated Annual Performance Report (CAPER) regarding the City's administration of HUD Programs.
9. **Public hearing** allowing interested persons to comment on the Proposed Substantial Amendment to the City of Laredo's 37th AY, 2011 Consolidated One Year Action Plan to include the use of \$89,709.00 in Emergency Solutions Grants Program (ESG) funds made available through the U.S. Department of Housing and Urban Development (HUD). The intent of the ESG program is to address the needs of homeless individuals and families, and/or those on the verge of becoming homeless, who reside in the community.
10. **Public hearing and introductory ordinance** approving and adopting the Districting Plan of the City of Laredo; providing for the redistricting of the eight (8) City Council Districts within the City of Laredo; providing for publication; and providing of an effective date.

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

11. Authorizing the City Manager to execute a lease with Laredo Aero Center, Inc., for approximately 178 square feet constituting Air Operations Area Office No. 5, located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal. Lease term is for one (1) year commencing on May 1, 2012 and ending on April 30, 2013, and may be extended for two (2) terms of one (1) year each ending on April 30, 2014 and April 30, 2015.

However, it is agreed by the parties that the lease may be terminated by either party on or not less than thirty (30) days' written notice from the party terminating to the other. Monthly rent shall be \$630.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date. **(Approved by the Operations Committee)**

12. Authorizing the City Manager to execute a lease with Elite Aviation, L.L.C., for approximately 117 square feet constituting Air Operations Area Office No. 2, located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal. Lease term is for one (1) year commencing on May 1, 2012 and ending on April 30, 2013, and may be extended for two (2) terms of one (1) year each ending on April 30, 2014 and April 30, 2015. However, it is agreed by the parties that the lease may be terminated by either party on or not less than thirty (30) days' written notice from the party terminating to the other. Monthly rent shall be \$630.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date. **(Approved by the Operations Committee)**
13. Authorizing the City Manager to approve an amendment to lease agreement dated February 5, 1990 and approved by Ordinance No. 90-O-019 and further amended by Ordinance No. 99-O-364 between the City of Laredo, as Lessor, and Laredo Development Foundation, as Lessee regarding Building No.1007 located at 616 Leal Street within the Laredo International Airport. The purpose of the amendment is to allow Lessee to sublease surplus office space. All other terms and conditions remain unchanged and in effect; providing for an effective date. **(Approved by the Operations Committee)**
14. Ratifying the execution of easement documents for the conveyance to AEP, Texas Central Company, a 15ft wide easement lying wholly within the Laredo Airport Subdivision Plat, City of Laredo, Texas as recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. Said easement being more particularly described by GPS coordinates in attached Exhibit A. This easement tract is being requested for a new electrical line extension within the Airport Facility; providing for effective date. **(Approved by the Operations Committee)**
15. Amending the City of Laredo, Code of Ordinances, Section 19-410, entitled *Truck Routes Designated*, to add Mangana-Hein Road, between US 83 and Cuatro Vientos Boulevard (Loop 20) and edit the extent of Loop 20 within the listing of streets and sections of streets which are established and designated as "Truck Routes", within the City; providing for publication and effective date. **(Approved by the Operations Committee)**
16. Authorizing the City Manager to execute a multi-year lease with Garros Services, L.L.C., for the management and operation of two (2) separate

refrigerated inspection facilities located within the federal import lots at World Trade Bridge and Colombia Solidarity Bridge.

1. Lease term is for ten (10) years with right of first refusal for two (2) additional five (5) year terms.
 2. Garros Services, L.L.C. will be responsible for collecting from each broker or customer, a facility use fee in the amount of \$95.00 per truck and that any and all future increases in the amount of said fee shall require prior City Council approval.
 3. Monthly compensation to the City will be a flat fee of \$11.88 for each truck that utilizes the refrigerated facilities during inspection by U.S. Customs and Border Protection.
 4. Garros Services, L.L.C. will be entitled to the remaining amount of \$83.12 for compensation and expenses associated with the management and operation of the refrigerated inspection facilities.
 5. Garros Services, L.L.C. will contribute \$15,000.00 annually to a Capital Improvement and Repair Fund to be paid in quarterly installments. **(As amended & approved by the Operations and Finance Committees)**
17. Authorizing the City Manager to execute a lease agreement with Eagle Creek Broadcasting of Laredo, L.L.C., for the use of Lots 1 & 12, Block 727 W.D. for expansion of parking facilities for City impoundment services and additional parking for patrons of the Laredo Animal Shelter. The lease term is for two (2) years at no cost to the City, with an option to renew provided that the City make the necessary parking improvements and maintain three (3) neighboring lots owned by Eagle Creek Broadcasting.

IX. FINAL READING OF ORDINANCES

18. **2012-O-058** Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, Section 19-360, Parking Meters, of the Code of Ordinances of the City of Laredo, establishing the availability of residential parking meter permit contracts for parking meter spaces located west of Santa Maria Avenue and north of Hidalgo Street at a non-refundable yearly rate of fifteen dollars (\$15.00) per permit with a limit of two (2) permits per residence and providing for severability, publication and effective date.

2012-O-059 Authorizing the City Manager to accept additional funding in the amount of \$155,208.00 with an in-kind match of \$15,560.00 for a total grant amount of \$465,327.00 from the Department of State Health Services

(DSHS) and amend the City of Laredo Health Department (CLHD) FY 2011-2012 Annual Budget for continuation of Public Health Emergency Preparedness and Response Program for the term period of August 1, 2011 through July 31, 2012.

X. RESOLUTIONS

19. **2012-R-028** Accepting the donation of a 9,298 square foot utility easement from Broadacres Apartments Company, a Texas Limited Partnership, for the Canal Street Drainage Improvements Project, Phase 3. Said utility easement being out of a 7.0 acres tract of land owned by Broadacres Apartment Company, as recorded in volume 1838, pages 118-121 of the Webb County Deed Records, Texas; and described on attached Exhibit 1. **(Approved by the Operations Committee)**
20. **2012-R-029** Accepting the donation of a 2,288 square foot parcel of land from Broadacres Apartments Company, a Texas Limited Partnership, for the Canal Street Drainage Improvements Project, Phase 3. Said parcel being out of a 7.0 acres tract of land owned by Broadacres Apartments Company, as recorded in volume 1838, pages 118-121 of the Webb County Deed Records, Texas; and described on attached Exhibit 1. **(Approved by the Operations Committee)**
21. **2012-R-031** Authorizing the City Manager to accept a grant in the amount of \$9,000.00 from the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the “Click it or Ticket” Campaign. This grant is for overtime salaries and fringe benefits and is funded 100% by the Texas Department of Transportation. **(Approved by the Operations Committee)**
22. **2012-R-033** Accepting the donation of a 5.9364 acre tract from San Isidro North, LTD., by special warranty deed of gift dated March 2, 2012, for storm water drainage and detention and/or for recreational and other public purposes. **(Approved by the Operations Committee)**
23. **2012-R-034** Accepting the donation of a 22.6975 acre tract from San Isidro Northeast, LTD., by special warranty deed of gift dated March 2, 2012, for storm water drainage and detention and/or for recreational and other public purposes. **(Approved by the Operations Committee)**
24. **2012-R-035** Expressing the City of Laredo’s support for Fanny Helen Vargas, a finalist in the competition for Nuestra Belleza Latina 2012, a televised reality-style-beauty competition airing weekly on Spanish-language network Univision. The native Laredoan is set to compete for the title and crown and all the action can be viewed locally on affiliate station KLDO. Laredo officially recognizes the dedicated Miss Vargas as a role model in the community. Furthermore, the pageant event features an

interactive component that allows any viewer to vote upon the completion of each telecast on Sunday nights. Laredo conveys its official vote through this document and encourages the entire community to text or enter their “vote” for Fanny Vargas.

XI. MOTIONS

25. Consideration to authorize the installation of speed cushions along Jalapa Street, between North Merida Drive and Dorado Drive, under the special provision of the Speed Hump Installation Policy. Project costs are estimated at \$8,000.00 and funding will be made available from the 2007 C.O.—City Council District I and from the 2005 C.O. **(Approved by the Operations Committee)**
26. Refund of property tax in the amount of \$1,340.84 to the following taxpayers;
 1. A refund in the amount of \$779.82 payable to International Bank of Commerce due to an erroneous payment. Account #962-80001-310.
 2. A refund in the amount of \$561.02 payable to International Bank of Commerce due to an erroneous payment. Account #105-00245-050.
27. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of March 2012, represents a decrease of \$33,282.83. These adjustments are determined by the Webb County Appraisal District and by court orders.
28. Consideration for approval of the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities as complete, approval of change order no. 3 a decrease of \$5,361.69 for the balance of contingency allowance and approval of final payment in the amount of \$17,787.12 to Leyendecker Construction, Inc., Laredo, Texas. Final construction contract amount is \$1,811,401.86. Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond.
29. Consideration for approval to amend the contract for Antares Development Corporation to increase in the amount of \$185,500.00 utilizing the BuyBoard Cooperative Purchasing Program Contract 331-09 for the continuation of Phase IV of the data management system. This will allow final completion of the Animal Control Services automation to improve field operations, inspections and permitting as well as operations of the pound and to test and implement a functional electronic medical/dental record and archiving system for clinical and laboratory services to improve patient care and customer service (through improved records management and archiving) and will prepare the health department for new Medicaid and third party billing requirements for the term of November 1, 2011 through

October 31, 2012. Funding is available through the Health Department Budget.

XII. CONSENT AGENDA

Resolutions and Motions previously brought before Operations and Finance Committees may be approved by City Council categorically *EN BLOC*. At Council's request, specific items may be withheld from the consent agenda for individual treatment.

XII (a) RESOLUTIONS

- 30. **2012-R-026** Authorizing the City Manager to submit a grant application in the estimated amount of \$500,000.00 to the Texas Automobile Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2012 through August 31, 2013. This grant pays salaries, equipment and supplies for LPD personnel to combat auto theft in the City of Laredo.

- 31. **2012-R-030** Accepting a grant awarded by the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA) in the amount of \$736,104.00 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916.00 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2012 through December 31, 2012. Funding for the STX Multi-Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2012 through December 31, 2012.

- 32. **2012-R-032** Authorizing the City Manager to accept and enter into contract with the Border Environment Cooperation Commission (BECC) in the amount of \$50,000.00 to conduct the Children's Environmental Health Initiative by the City of Laredo Health Department (CLHD) for the term period beginning April 1, 2012 through April 1, 2013.

XII (b) MOTIONS

- 33. Consideration for acceptance, approval of credit change order and final payment in the amount of \$9,155.00 to Star Operations, Inc., for the System Integration Project. The City of Laredo has been working to upgrade intelligent transportation systems to address the growing demand in the central business district and to provide communication to signals from the Traffic Management Center located at the Traffic Safety Department. The

total adjusted contract amount is \$375,320.00. Funding is available in the Intelligent Transportation System Project Fund.

34. Consideration to authorize a contract with Kraftsman Commercial Playgrounds through the Buyboard Cooperative Purchasing Agreement Program's contract pricing, in the total amount of \$69,492.25 for the purchase and installation of fitness equipment at Ryan Elementary. Funding is available in the 2010 District III and IV Discretionary Funds—Ryan Elementary Equipment.
35. Consideration for approval of the Independence Hills Regional Park as complete, release of retainage and approval of final payment in the amount of \$156,250.00 to Zertuche Construction, L.L.C., Laredo, Texas for a final construction contract amount of \$3,125,000.00. Funding is available in the 2007 C.O., 2008 C.O., Capital Improvements Fund and Parks Capital Grants.
36. Consideration to award contract FY12-047 to low bidder, Novem Water System, McAllen, Texas, in the estimated annual amount of \$60,979.20 to provide pool chemicals for the Parks and Leisure Services Department. Funding is available in the Parks and Leisure Services Department Budget.
37. Consideration for approval of the World Trade International Bridge Hazardous Material Containment System Retrofit as complete, release of retainage and approval of final payment in the amount of \$42,824.91 to the Gibson & Associates, Inc., Balch Springs, Texas. Final construction contract amount is \$856,498.20. Funding is available in the Revenue Bond Series 2005A—Improvements Other Than Buildings.
38. Consideration for approval of change order no. 2, a credit to the City of Laredo, acceptance of the project, and release of retainage in the amount of \$71,050.62 to Insituform Technologies, Inc., Houston, Texas; for the rehabilitation of several sewer lines and manholes for the Utilities Department. Change order no. 2 is to consolidate the final quantities with a credit in the amount of \$119,012.35 for the total contract amount of \$831,515.65 and an increase of one hundred and fifteen (115) calendar days to the contract time. Funding is available in the 2009 Utility bond.
39. Consideration to award contact FY12-052 for the purchase of police pursuit tires and regular passenger tires for all City fleet vehicles to the low bidders meeting specifications:
 1. GCR Tire Center, Laredo, Texas, in the estimated amount of \$134,983.50; and
 2. A to Z Tire & Battery Inc., Amarillo, Texas, in the estimated amount of \$83,458.20.

All tires will be purchased on an as needed basis. Funding is available in the Fleet Fund.

END OF CONSENT AGENDA

XIII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

40.

A. Request by Council Member Charlie San Miguel

1. Discussion with possible action regarding the extension of Springfield Avenue between Del Mar and International Boulevard.
2. Discussion with possible action to consider adding Monday after Easter as an official holiday for City employees. **(Co-Sponsored by Council Member Esteban Rangel, Council Member Alejandro Perez, & Council Member Jorge A. Vera)**

B. Request by Mayor Pro-Tempore Cynthia Liendo Espinoza

1. Discussion with possible action on working on a Memorandum of Understanding (MOU) with LISD for playground placement at Macdonell Elementary, using discretionary funds.

XIV. 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.

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

41. Consideration for approval of the El Metro ADA Sidewalks and Ramps (5 blocks—District VII) as complete and approval of change order number 2, a decrease of \$1,583.50 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$11,994.25 to ALC Construction, Inc., Laredo, Texas. Final construction

contract amount is \$38,087.50. Funding is available in the Transit New Freedom #51222F7094 Grant. **(Approved by the Operations Committee)**

42. Consideration to award annual supply contracts (FY12-032) to the listed vendors to provide bus and van fleet parts. Contracts will be awarded by item(s) to the lowest responsible bidder for parts most commonly purchased for non-warranty repairs. All items will be purchased on an as needed basis. Funding is available in the El Metro Operations Fund. **(Approved by the Operations and Finance Committees)**

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, April 11, 2012 at 6:00 p.m.

Gustavo Guevara, Jr.
City Secretary

DATE: 04/16/2012

SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE

Authorizing City Manager to accept an amendment to Federal Aviation Administration Grant Project No. 3-48-0136-068-11 to increase the grant amount from \$6,347,019 to \$6,747,019 an increase of approximately \$400,000 and to amend the City of Laredo FY 2012 Airport Construction Budget to recognize the additional revenues and expenditures enable the additional realignment and reconstruction of Taxiway F with the Runway 35L Safety Area at the Laredo International Airport and appropriating said grant revenue to the appropriate revenue and expenditure accounts. The City's local match of five (5%) percent in the amount of \$21,053 is available is available in the Airport Construction Fund.

INITIATED BY: Jose L. Flores, Airport Manager
Jesus Olivares, Assistant City Manager

STAFF SOURCE: Jose L. Flores

PREVIOUS ACTION: On September 19, 2011 City Council approved Ordinance 2011-O-123 and on May 2, 2011 Resolution 2011-R-30.

BACKGROUND: U. S. Congressman the Honorable Henry Cuellar announced a grant award to the City of Laredo from the U. S. Department of Transportation, Federal Aviation Administration in the amount of \$6,347,019.00

This grant will be used to:

- Rehabilitate another section of the General Aviation Apron, Phase 6. This project will enhance safety by reconstructing a pavement section that is currently generating FOD.
- Realign Taxiway F at the intersection of Runway 35L. This project will improve the geometry of the Taxiway F intersection with Runway 35L and thus enhance safety.
- Rehabilitate the EMAS at the airport. This project will enhance safety and extend the life of the EMAS.

Additional funding will enable additional work on the realignment of Taxiway F and to enable work on both sides of Runway 35L within the runway safety area.

FINANCIAL:

	Account No.	Amended Budget	Adjustment	Proposed Amended Budget
FAA Grant No. 68				
Revenues:				
FAA Grant# 3-48-0136-068-11	433-0000-322-2081	\$6,347,019	\$400,000	\$6,747,019
Expenses:				
Improvements other than Bldgs.	433-3667-585-9301	\$6,681,073	\$421,053	\$7,102,126
Reserve Appropriation (local match)	433-3699-584-9900	\$570,636	\$21,053	\$549,583

RECOMMENDATION: On April 03, 2012, the Airport Advisory Board considered this item and recommends approval.

STAFF: That the City Manager be authorized to amend the FY 2011 Budget.

ORDINANCE NO.

AUTHORIZING CITY MANAGER TO ACCEPT AN AMENDMENT TO FEDERAL AVIATION ADMINISTRATION GRANT PROJECT NO. 3-48-0136-068-11 TO INCREASE THE GRANT AMOUNT FROM \$6,347,019 TO \$6,747,019 AN INCREASE OF APPROXIMATELY \$400,000 AND TO AMEND THE CITY OF LAREDO FY 2012 AIRPORT CONSTRUCTION BUDGET TO RECOGNIZE THE ADDITIONAL REVENUES AND EXPENDITURES ENABLE THE ADDITIONAL REALIGNMENT AND RECONSTRUCTION OF TAXIWAY F WITH THE RUNWAY 35L SAFETY AREA AT THE LAREDO INTERNATIONAL AIRPORT AND APPROPRIATING SAID GRANT REVENUE TO THE APPROPRIATE REVENUE AND EXPENDITURE ACCOUNTS. THE CITY'S LOCAL MATCH OF FIVE (5%) PERCENT IN THE AMOUNT OF \$21,053 IS AVAILABLE IS AVAILABLE IN THE AIRPORT CONSTRUCTION FUND.

WHEREAS, the Airport Manager recommends that the City Council approve an amendment to Federal Aviation Administration Grant Project No. 3-48-0136-068-11 to increase the grant amount from \$6,347,019 to \$6,747,019 an increase of approximately \$400,000 and to amend the City of Laredo FY 2012 Airport Construction Budget to recognize the additional revenues and expenditures enable the additional realignment and reconstruction of Taxiway F with the Runway 35L Safety Area at the Laredo International Airport and appropriating said grant revenue to the appropriate revenue and expenditure accounts. The City's local match of five (5%) percent in the amount of \$21,053 is available in the airport construction fund and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

LEASE AMENDMENT FOR LAREDO DEVELOPMENT FOUNDATION

Section 1: The City Manager be hereby authorized to amend Federal Aviation Administration Grant Project No. 3-48-0136-068-11 to increase the grant amount from \$6,347,019 to \$6,747,019 an increase of approximately \$400,000 and to amend the City of Laredo FY 2012 Airport Construction Budget to recognize the additional revenues and expenditures enable the additional realignment and reconstruction of Taxiway F with the Runway 35L Safety Area at the Laredo International Airport and appropriating said grant revenue to the appropriate revenue and expenditure accounts. The City's local match of five (5%) percent in the amount of \$21,053 is available in the airport construction fund

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO HEALTH DEPARTMENT FY 2011-2012 ANNUAL BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF \$274,358.00 AND AMENDING THE FULL TIME EQUIVALENT POSITIONS (FTEs) BY CREATING NINE (9) FTE POSITIONS FOR THE HEALTH DEPARTMENT ANIMAL CONTROL SERVICES TO ASSUME MANAGEMENT AND OPERATIONS FOR THE CITY ANIMAL POUND.
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INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

The City of Laredo Health Department (CLHD), as early as June 2012, will assume direct management and operations of the Animal Pound as per public health responsibility and under the health and safety code. Previously, this was managed by the Laredo Animal Protective Society (LAPS) under contract with the City of Laredo. LAPS also operated sheltering, fostering, adoption and spay and neuter services.

Currently, a city team headed by Deputy City Manager, Cynthia Collazo which includes City Departments such as Legal, Engineering, Public Works, Finance, Budget and the CLHD, as well as LAPS is working in partnership for the CLHD to assume the management and operations of the Pound through a cooperative agreement with LAPS at 2500 Gonzalez (current site). The CLHD will run the pound in approximately 25,000 sq feet of the almost 77,000 sq ft. in an enclosed barred area to create some division of services to assure separation of duties, strict infection control and city responsibilities from LAPS responsibilities. LAPS will continue and increase services in sheltering, fostering, adoption, rescue and spay and neutering. CLHD will work with LAPS and other local and regional animal protective societies, advocacy groups and/or shelters to increase awareness of rabies vaccination, pet registration, pet responsibility, sound and humane keeping practices and spay and neutering.

To ensure appropriate city services, we are requesting approval for nine (9) FTE positions:

Position	Grade	# of FTEs
Animal Control Officer II	R31	1
Animal Control Officer I	R29	2
Dispatcher	R28	1
Clerk II	R25	1
Groundskeeper	R23	4
TOTAL		9

FINANCIAL: Amending the City of Laredo Health Department FY 2011-2012 Budget by increasing revenue account 226-0000-393-0101 by \$274,358.00 and increasing the expenditure division 226-2932 \$274,358.00.

RECOMMENDATION:	STAFF: Recommends that Council approve the ordinance.
------------------------	---

ORDINANCE

**AMENDING THE CITY OF LAREDO HEALTH DEPARTMENT
FY 2011-2012 ANNUAL BUDGET BY APPROPRIATING
ADDITIONAL REVENUES AND EXPENDITURES IN THE
AMOUNT OF \$274,358.00 AND AMENDING THE FULL TIME
EQUIVALENT POSITIONS (FTES) BY CREATING NINE (9) FTE
POSITIONS FOR THE HEALTH DEPARTMENT ANIMAL
CONTROL SERVICES TO ASSUME MANAGEMENT AND
OPERATIONS FOR THE CITY ANIMAL POUND.**

WHEREAS, the City of Laredo Health Department (CLHD), as early as June 2012, will assume direct management and operations of the Animal Pound as per public health responsibility and under the health and safety code. Previously, this was managed by the Laredo Animal Protective Society (LAPS) under contract with the City of Laredo. LAPS also operated sheltering, fostering, adoption and spay and neuter services; and

WHEREAS, currently, a city team headed by Deputy City Manager, Cynthia Collazo which includes City Departments such as Legal, Engineering, Public Works, Finance, Budget and the CLHD, as well as LAPS is working in partnership for the CLHD to assume the management and operations of the Pound through a cooperative agreement with LAPS at 2500 Gonzalez (current site). The CLHD will run the pound in approximately 25,000 sq feet of the almost 77,000 sq ft. in an enclosed barred area to create some division of services to assure separation of duties, strict infection control and city responsibilities from LAPS responsibilities; and

WHEREAS, to ensure appropriate city services, we are requesting approval for nine (9) FTE positions:

Position	Grade	# of FTEs
Animal Control Officer II	R31	1
Animal Control Officer I	R29	2
Dispatcher	R28	1
Clerk II	R25	1
Groundskeeper	R23	4
TOTAL		9

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

Section 1: Authorizing the City Manager to ammend the City of Laredo Health Department FY2011-2012 Budget by appropriating additional revenues and expenditures in the amount of \$274,358.00 and amend the Full Time Equivalent (FTE) Positions by creating nine (9) positions for the Health Department Animal Control Division to assume management and operation fo the City Pound.

Section 2: The revenue account 226-0000-393-0101 is hereby increased by \$274,358.00 and the expenditure division 226-2932 is hereby increased by \$274,358.00.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2012.

**HON. RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

COUNCIL COMMUNICATION

<p>Date: 04/16/12</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 25 acres, as further described in attached Exhibit "A", located on the East side of Cuatro Vientos Road east of Jalapa Street, from AG (Agricultural District) and R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); Providing for publication and effective date. ZC-13-2012</p>
<p>Initiated by: Hilltop Farm Ltd.</p>	<p>Staff source: Nathan R. Bratton Planning Director</p>
<p>Prior action: None.</p>	
<p>BACKGROUND</p> <p>Council District: I and II – The Honorable Mike Garza and the Honorable Esteban Rangel</p> <p>Proposed use: Commercial</p> <p>Site: Vacant and undeveloped</p> <p>Surrounding land uses: To the north and east are single-family residential uses and vacant land. To the south is vacant land. To the west are single-family residential uses.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway.</p> <p>Letters sent to surrounding property owners: 2 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>Staff supports the proposed zone change. Although, it is not in conformance with the Comprehensive Plan's designation as Light Commercial, the proposed zone change to B-4 meets the dimensional and location criteria for this type of district. Cuatro Vientos Road is designated on our Thoroughfare Plan as an Expressway.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff supports the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes. The existing land use pattern is single-family residential and open space.

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

Yes. The surrounding districts are R-1 and AG.

Will change adversely influence living conditions in the neighborhood?

No. The existing neighborhoods are separated from this property by Cuatro Vientos Road and by a significant amount of open space.

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

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

ORDINANCE NO. 2012-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 25 ACRES, AS FURTHER DESCRIBED IN ATTACHED EXHIBIT "A", LOCATED ON THE EAST SIDE OF CUATRO VIENTOS ROAD EAST OF JALAPA STREET, FROM AG (AGRICULTURAL DISTRICT) AND R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of 25 acres, as further described in attached Exhibit "A", located on the East side of Cuatro Vientos Road east of Jalapa Street, from AG (Agricultural District) and R-1 (Single-Family Residential District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 3, 2012, and,

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

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

WHEREAS, the City Council has held a public hearing on April 16, 2012, 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.

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 25 acres, as further described in attached Exhibit "A", located on the East side of Cuatro Vientos Road east of Jalapa Street, from AG (Agricultural District) and R-1 (Single-Family Residential District) to B-4 (Highway Commercial District).

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

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

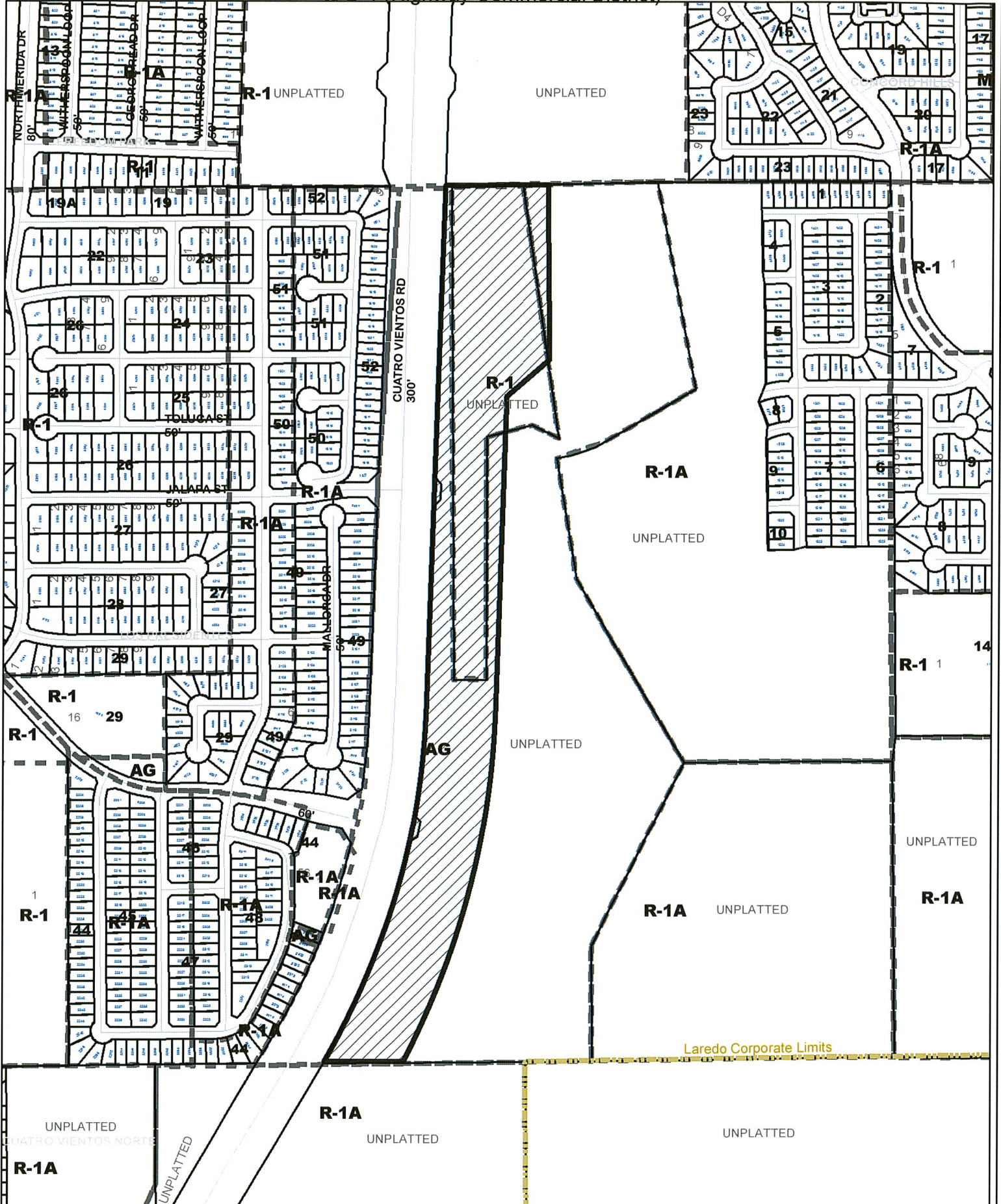
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

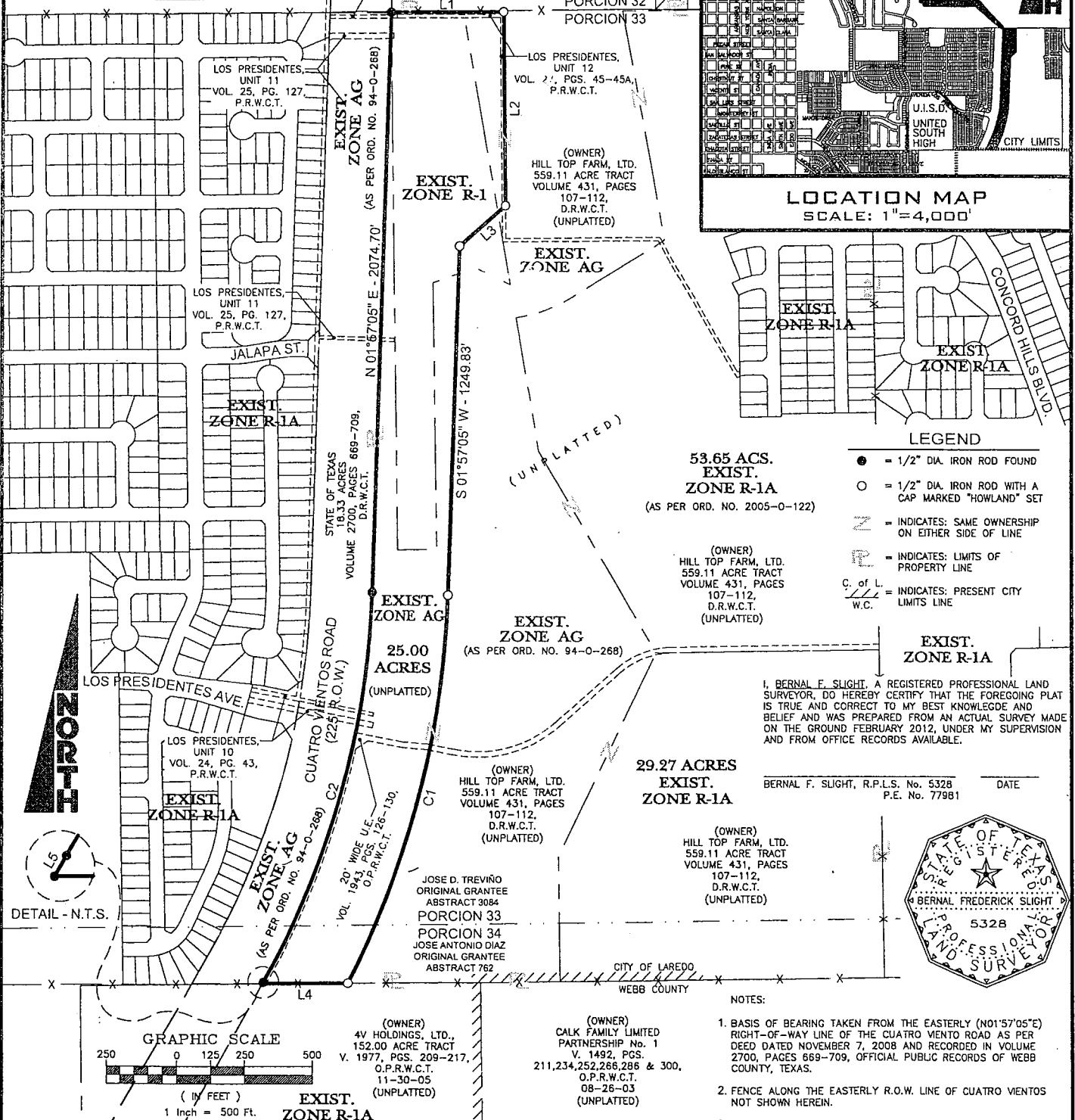
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	1453.70'	3264.79'	739.10'	25°30'43"	S14°42'26"W	1441.72'
C2	1473.90'	2989.79'	752.25'	28°14'44"	N16°04'27"E	1459.02'

LINE TABLE		
LINE	LENGTH	BEARING
L1	407.21'	N89°23'59"E
L2	693.05'	S00°35'55"E
L3	221.68'	S49°08'49"W
L4	315.36'	S89°32'23"W
L5	5.10'	N30°11'50"E



LOCATION MAP
SCALE: 1"=4,000'

- LEGEND**
- = 1/2" DIA. IRON ROD FOUND
 - = 1/2" DIA. IRON ROD WITH A CAP MARKED "HOWLAND" SET
 - Z = INDICATES: SAME OWNERSHIP ON EITHER SIDE OF LINE
 - P = INDICATES: LIMITS OF PROPERTY LINE
 - C. of L. / W.C. = INDICATES: PRESENT CITY LIMITS LINE

53.65 ACS. EXIST. ZONE R-1
(AS PER ORD. NO. 2005-0-122)

(OWNER)
HILL TOP FARM, LTD.
559.11 ACRE TRACT
VOLUME 431, PAGES
107-112,
D.R.W.C.T.
(UNPLATTED)

25.00 ACRES EXIST. ZONE AG
(UNPLATTED)

(OWNER)
HILL TOP FARM, LTD.
559.11 ACRE TRACT
VOLUME 431, PAGES
107-112,
D.R.W.C.T.
(UNPLATTED)

29.27 ACRES EXIST. ZONE R-1A

(OWNER)
HILL TOP FARM, LTD.
559.11 ACRE TRACT
VOLUME 431, PAGES
107-112,
D.R.W.C.T.
(UNPLATTED)

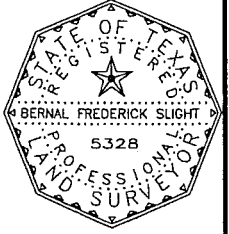
JOSE D. TREVIÑO
ORIGINAL GRANTEE
ABSTRACT 3084
PORCION 33
JOSE ANTONIO DIAZ
ORIGINAL GRANTEE
ABSTRACT 762

(OWNER)
4V HOLDINGS, LTD.,
152.00 ACRE TRACT
V. 1977, PGS. 209-217,
O.P.R.W.C.T.
11-30-05
(UNPLATTED)

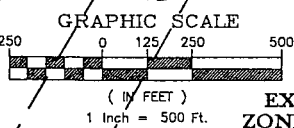
(OWNER)
CALK FAMILY LIMITED
PARTNERSHIP No. 1
V. 1492, PGS.
211,234,252,266,286 & 300,
O.P.R.W.C.T.
08-26-03
(UNPLATTED)

I, BERNAL F. SLIGHT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND FEBRUARY 2012, UNDER MY SUPERVISION AND FROM OFFICE RECORDS AVAILABLE.

BERNAL F. SLIGHT, R.P.L.S. No. 5328 DATE
P.E. No. 77981



- NOTES:**
1. BASIS OF BEARING TAKEN FROM THE EASTERLY (N01°57'05"E) RIGHT-OF-WAY LINE OF THE CUATRO VIENTOS ROAD AS PER DEED DATED NOVEMBER 7, 2008 AND RECORDED IN VOLUME 2700, PAGES 669-709, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS.
 2. FENCE ALONG THE EASTERLY R.O.W. LINE OF CUATRO VIENTOS NOT SHOWN HEREIN.
 3. FLOODPLAIN NOT SHOWN HEREIN.



DRAWN BY: M.R.G.
CHECKED BY: O.J.S.
HSC JOB No. 21036-12
FILENAME: HILLTOP
JOB No.
DATE: 02.09.2012
SCALE: 1"=500'
SHEET: 1 OF 1

SURVEY OF A TRACT OF LAND CONTAINING 25.00 ACRES SITUATED
IN PORCION 33 JOSE D. TREVIÑO, ORIGINAL GRANTEE, ABSTRACT 3084 AND PORCION 34, JOSE ANTONIO DIAZ, ORIGINAL GRANTEE, ABSTRACT 762, CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 25.00 ACRE TRACT BEING OUT OF A 559.11 ACRE TRACT CONVEYED TO HILL TOP FARM, LTD. AS PER DEED DATED NOVEMBER 20, 1972 AND RECORDED IN VOLUME 431, PAGES 107-112, DEED RECORDS OF WEBB COUNTY, TEXAS.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097; TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue #P.O. Box 451128 (78045) Laredo, TX. 78041
P. 956.722.4411; F. 956.722.5414
www.howlandcompanies.com

25.00 ACRE TRACT

A TRACT OF LAND CONTAINING 25.00 ACRES (1,089,171 square feet) more or less, situated in Porcion 33, Jose D. Trevino, Original Grantee, Abstract 3084 and Porcion 34, Jose Antonio Diaz, Original Grantee, Abstract 762, City of Laredo, Webb County, Texas, said 25.00 acre tract being out of an original 559.11 acre tract conveyed to Hill Top Farm, Ltd. as per deed dated November 20, 1972 and recorded in Volume 431, Pages 107-112, Deed Records of Webb County, Texas, said 25.00 acre tract being within a 190.1431 acre tract annexed in 1994 by the City of Laredo, Texas as per Ordinance No. 94-0-268, this 25.00 acre tract being more particularly described as follows:

BEGINNING at a ½" diameter iron rod with a cap marked "Howland" found on a fence line being on the south line of aforementioned 559.11 acre tract, same being on the easterly right-of-way line of Cuatro Vientos Road (225' ROW at this point), said rod being the southwest corner of this 25.00 acre tract;

THENCE along the present easterly right-of-way line of said Cuatro Vientos Road (225' ROW) as per deed dated November 7, 2008 and recorded in Volume 2700, Pages 699-709, Official Public Records of Webb County, Texas, the following calls to ½" diameter iron rods with a cap marked "Howland" found;

THENCE N 30°11'50" E, a distance of 5.10' to said iron rod found being a point of curvature of a curve to the left having a central angle of 28°14'45", a radius of 2,989.79', and a chord bearing and distance of N 16°04'27" E - 1459.02';

THENCE along the arc of said curve to the left, a distance of 1473.90' to said iron rod found being the point of tangency of said curve;

THENCE N 01°57'05" E, continuing along the easterly right-of-way line of Cuatro Vientos Road, a distance of 2074.70' to a ½" diameter iron rod with a cap marked "Howland" found on a fence line being on the north line of aforementioned 559.11 acre tract for the northwest corner hereof;

THENCE N 89°23'59" E, along a fence line being the northerly line of the 559.11 acre tract, a distance 407.21' to a ½" diameter iron rod with a cap marked "Howland" set for the northeast corner hereof;

THENCE S 00°35'55" E, a distance of 693.05' to a ½" diameter iron rod with a cap marked "Howland" set, a deflection right;

THENCE S 49°08'49" W, a distance of 221.68' to a ½" diameter iron rod with a cap marked "Howland" set, a deflection left;

THENCE S 01°57'05" W, parallel and 275.00' from the easterly right-of-way line of Cuatro Vientos Road, a distance of 1249.83' to a ½" diameter iron rod with a cap marked "Howland" set being a point of curvature of a curve to the right having a central angle of 25°30'43", a radius of 3264.79', and a chord bearing and distance of S 14°42'26" W- 1441.72';

THENCE once again parallel and 275.00' from the easterly right-of-way of Cuatro Vientos Road being along the arc of said curve to the right, a distance of 1453.70' to a ½" diameter iron rod with a cap marked

EXHIBIT "A"

"Howland" set on a fence line being on the south line of aforementioned 559.11 acre tract for the southeast corner hereof;

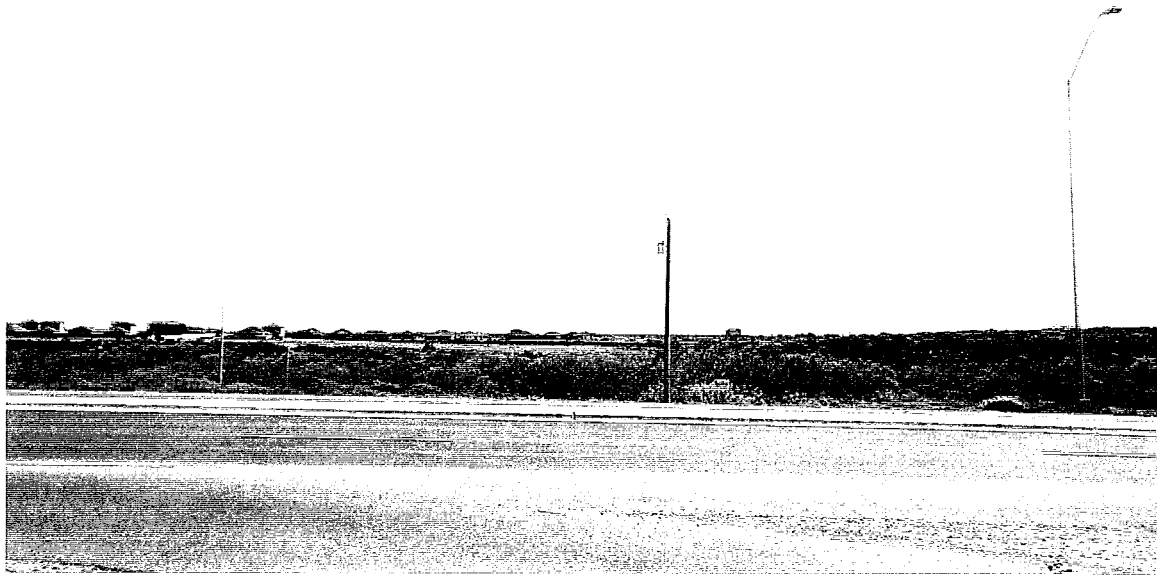
THENCE S 89°32'23" W, along a fence line being the south line of the 559.11 acre tract, a distance of 315.36' to the **PLACE OF BEGINNING** of this 25.00 acre, more or less, tract of land.

NOTE: Basis of bearings taken from the easterly (N 01°57'05" E) right-of-way line of the Cuatro Vientos Road as per deed dated November 7, 2008 and recorded in Volume 2700, Pages 699-709, Official Public Records of Webb County, Texas.

I, Bernal F. Slight, a Registered Professional Land Surveyor, do hereby certify that the foregoing metes and bounds description is true and correct to my best knowledge and belief and was prepared from an actual survey made on the ground during February 2012, under my supervision and from office records available.

Bernal F. Slight, R.P.L.S. NO. 5328
P.E. NO. 77981

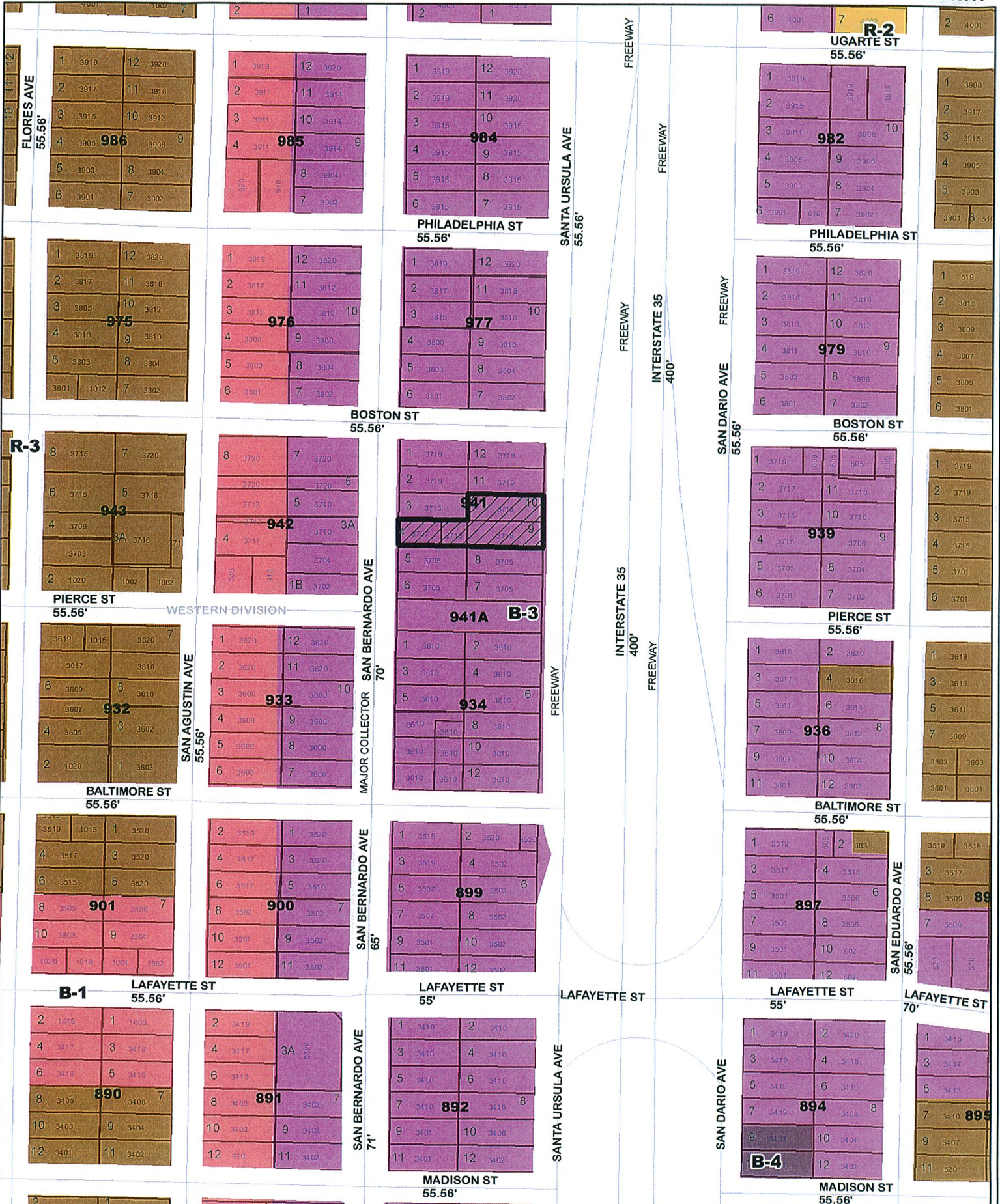
DATE





COUNCIL COMMUNICATION

Date: 4/16/12	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by repealing Ordinance 2007-O-244, issuing a Conditional Use Permit for a birthing clinic on Lots 4, 9 and 10, Block 941, Western Division, located at 3712 Santa Ursula Avenue; providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of repealing Ordinance 2007-O-244. District VII ZC-17-2012	
Initiated by: Hernandez-Lopez and Sons Funeral Chapels	Staff source: Nathan Bratton, Planning Director	
Prior action: A request for a Conditional Use Permit for a birthing clinic at this location was given a public hearing, and the ordinance introduced, at the regular Council meeting of November 19, 2007. The final reading for Ordinance 2007-O-244 occurred at the December 3, 2007 City Council meeting.		
BACKGROUND <p>Council District: VII – The Honorable Jorge Vera</p> <p>Proposed use: Birthing Clinic</p> <p>Site: The site is occupied by an office plaza.</p> <p>Surrounding land uses: To the north are Hernandez-Lopez and Sons Funeral Home, Di France Bridal Couture, Jet Auto Body, Corralejo Imports, Mega-Mex Auto Sales, and Guey's Restaurant. To the west are Basketland, Auto Imports, RAMCO, Lazy-Mex Lounge, Haynes Motel, Rodriguez Auto Service Toro, Imports, Directors Cut, El Mesquite Restaurant, and PG Carwash. To the south are La Quinta Inn, Denny's Restaurant, and a Shell gas station/convenience store. To the east in IH35.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Santa Ursula as a Freeway; Boston Street is not identified on the Plan.</p> <p>Letters sent to surrounding property owners: n/a In Favor: n/a Opposed: n/a</p>		
STAFF COMMENTS Hernandez-Lopez and Sons Funeral Chapels, holder of the Conditional Use Permit (CUP) for a birthing clinic on Lots 4, 9 and 10, Block 941, Western Division, located at 3712 Santa Ursula Avenue, authorized by Ordinance 2007-O-244, requests a termination of the CUP.		
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a <u>7</u> to <u>0</u> vote, recommended approval of repealing Ord. 2007-O-244	STAFF RECOMMENDATION: Staff supports the proposed repeal of Ord. 2007-O-244.	



C=Conditional Use Permit (CUP)
 S=Special Use Permit (SUP)

1 inch = 218 feet

ORDINANCE NO. 2012-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REPEALING ORDINANCE 2007-O-244, AUTHORIZING A CONDITIONAL USE PERMIT FOR A BIRTHING CLINIC ON LOTS 4, 9 AND 10, BLOCK 941, WESTERN DIVISION, LOCATED AT 3712 SANTA URSULA AVENUE; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the repeal of Ordinance 2007-O-244 authorizing of Conditional Use Permit for a Birthing Clinic on Lots 4, 9 and 10, Block 941, Western Division, located at 3712 Santa Ursula Avenue; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of repealing Ordinance 2007-O-244; and,

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

WHEREAS, the City Council has held a public hearing on April 16, 2012, on the request and finds repealing of Ordinance 2007-O-244 appropriate and consistent with the General Plan of the City of Laredo; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by repealing Ordinance 2007-O-244, authorizing a Conditional Use Permit for a Birthing Clinic on Lots 4, 9 and 10, Block 941, Western Division, located at 3712 Santa Ursula Avenue.

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

Section 3: 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 _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY



**Hernandez-Lopez & Sons
Funeral Chapels**

February 28, 2012

City of Laredo
Planning and Zoning Department
1120 San Bernardo Ave.
PO Box 579
Laredo, TX 78042-0579

To Whom It May Concern:

This letter will serve to advise your department of the following. As property owners of the property in use, we advise that the Conditional Use Permit for the Birthing Clinic located at 3712 Santa Ursula Avenue, no longer is required.

Should additional information be needed, please contact me at 956-723-2979.

Sincerely,

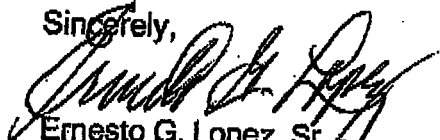

Ernesto G. Lopez, Sr.
Property Co-owner

EXHIBIT "A"

COUNCIL COMMUNICATION

Date: 04/16/12	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning the east 23.15 feet of Lot 3, Block 761, Eastern Division, located at 1417 East Bustamante Street, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); Providing for publication and effective date. <div style="text-align: right;">ZC-08-2012</div>	
Initiated by: Martinez Investments, Ltd.	Staff source: Nathan R. Bratton Planning Director	
Prior action: None.		
BACKGROUND <p>Council District: IV – The Honorable Juan Narvaez</p> <p>Proposed use: Pharmacy parking lot</p> <p>Site: vacant</p> <p>Surrounding land uses: The property to the north includes single-family and multi-family residences. West of the property are apartments, single-family residences and International Theology School. South of the property are single-family residences, manufactured homes, multi-family apartments and vacant lots. East of the property are medical offices multi-family residences and Laredo Medical Center.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Bustamante Street as a Major Collector.</p> <p>Letters sent to surrounding property owners: 27 In Favor: 1 Opposed: 0</p>		
STAFF COMMENTS <p>The proposed zone change is appropriate at this location. The change is consistent with the Comprehensive Plan’s designation for this area as Light Commercial. The proposed change is compatible with the existing uses in the area. The proposed use is an extension of the already existing Pharmacy.</p>		
P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended approval of the zone change.	STAFF RECOMMENDATION: Staff supports the proposed zone change.	

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No, the established land use pattern is following a trend of office and light retail.

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

No, the proposed change is an extension of an adjacent B-1.

Will change adversely influence living conditions in the neighborhood?

No, the proposed change is compatible with the existing uses.

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

Yes, the existing zoning only allows for residential uses.

ORDINANCE NO. 2012-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING THE EAST 23.15 FEET OF LOT 3, BLOCK 761, EASTERN DIVISION, LOCATED AT 1417 EAST BUSTAMANTE STREET, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of the east 23.15 feet of Lot 3, Block 761, Eastern Division, located at 1417 East Bustamante Street, from R-3 (Mixed 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 March 15, 2012, and,

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

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

WHEREAS, the City Council has held a public hearing on April 16, 2012, 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.

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 The east 23.15 feet of Lot 3, Block 761, Eastern Division, located at 1417 East Bustamante Street, from R-3 (Mixed 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 _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

Rezone from R-3 (Mixed Residential District)
 to B-1 (Limited Commercial District)



*C=Conditional Use Permit (CUP)
 *S=Special Use Permit (SUP)





COUNCIL COMMUNICATION

<p>Date: 04/16/12</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 1012, Western Division, located at 4001 Santa Maria Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); Providing for publication and effective date. ZC-12-2012</p>
<p>Initiated by: Challenger Battery, Inc.</p>	<p>Staff source: Nathan R. Bratton, Planning Director</p>
<p>Prior action: None.</p>	
<p>BACKGROUND</p> <p>Council District: VII – The Honorable Jorge Vera</p> <p>Proposed use: Commercial</p> <p>Warnings/Citations:</p> <p>Site: Outdoor sales and Beauty Salon.</p> <p>Surrounding land uses: The land adjacent to the east of the site includes single-family residences and South Texas Council on Alcohol and Drug Abuse. South of the site are single family residences and Santa Maria Elementary. The land west of the property includes Templo Cristiano Piedra Angular, Orozco’s COMOL, single-family residences and multi-family apartments. North of the site are Marin’s Garage, ArtMark Signs and Joe’s Inspection Sticker Services.</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan identifies Santa Maria Avenue as an Industrial Collector.</p> <p>Letters sent to surrounding property owners: 21 In Favor: 0 Opposed: 2</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change is not appropriate at this location. The proposed change is not consistent with the Comprehensive Plan’s designation for this area as Light Commercial. The property location adjacent to single-family residences and an elementary school and may introduce incompatible and more intense uses.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in an 8 to 0 vote, recommended denial of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff does not support the proposed zone change</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes, the established land use pattern is primarily light commercial and residential in nature.

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

No, there are other B-3 districts to the east along Santa Maria Avenue.

Will change adversely influence living conditions in the neighborhood?

Yes, it may introduce more intense uses that will be incompatible with the adjacent residences.

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

No, the current zoning allows for sufficient commercial uses.

ORDINANCE NO. 2012-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 5 AND 6, BLOCK 1012, WESTERN DIVISION, LOCATED AT 4001 SANTA MARIA AVENUE, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 5 and 6, Block 1012, Western Division, located at 4001 Santa Maria Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 15, 2012, and,

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

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

WHEREAS, the City Council has held a public hearing on April 16, 2012, 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.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 5 and 6, Block 1012, Western Division, located at 4001 Santa Maria Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

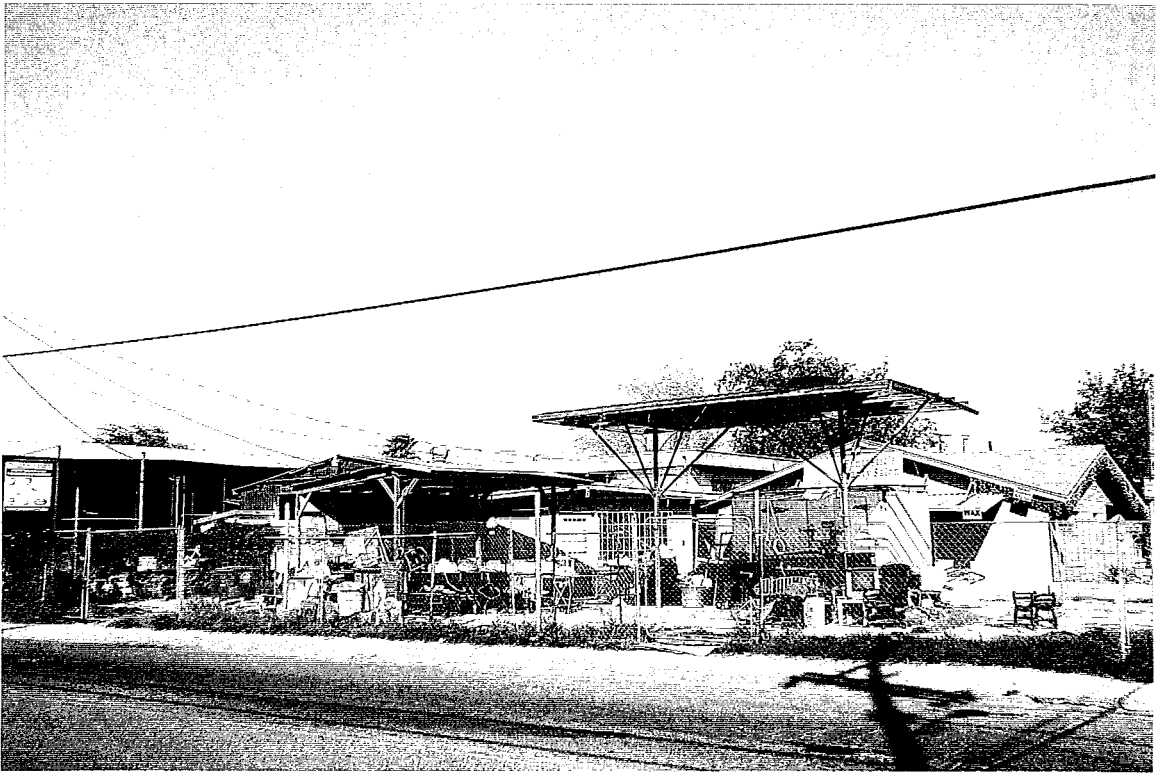
GUSTAVO GUEVARA, JR.
CITY SECRETARY

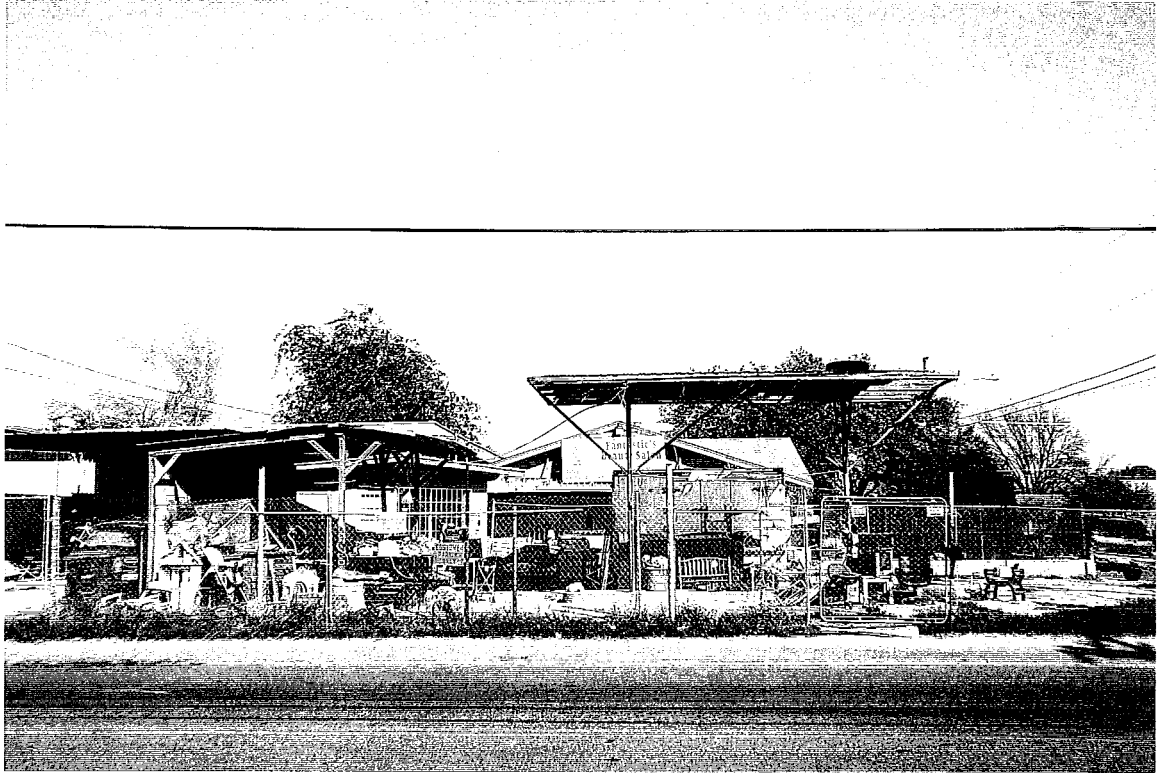
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

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



*C=Conditional Use Permit (CUP)
 *S=Special Use Permit (SUP)





COUNCIL COMMUNICATION

<p>Date: 04/16/12</p>	<p>SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Re-plat Lot 1A, Block 1, and Lot 12B, Block 2, Tesoro Plaza Subdivision, located at 5102 and 5215 Tesoro Plaza Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); Providing for publication and effective date.</p> <p align="right">ZC-10-2012</p>	
<p>Initiated by: Juan Carlos Cerda El Chapulin Investments, LLC</p>	<p>Staff source: Nathan R. Bratton Planning Director</p>	
<p>Prior action: The Council denied a request for a B-4 District at 5102 Tesoro Plaza Drive at the regular meeting of 7/17/06. The Council denied a request for a B-4 District at 5215 Tesoro Plaza Drive at the regular meeting of 2/20/07.</p>		
<p>BACKGROUND</p> <p>Council District: VII – The Honorable Jorge Vera</p> <p>Citations: Citations issued on December 22, 2011 at each address for conducting a private impound yard associated with a Nationalization of Vehicles Enterprise in a B-3 zone. This business has not been in compliance with the Zoning Ordinance since 2006 on one lot and 2007 on the other. A nationalization of Vehicles Enterprise requires a Special Use Permit on a lot of two (2) or more acres.</p> <p>Proposed use: Nationalization of Vehicles Enterprise</p> <p>Site: Nationalization of Vehicles Enterprise</p> <p>Surrounding land uses: To the north are D’ Versailles Reception Hall, Kohl’s, and Cinemark 13. To the east includes Border Inn, Santa Maria Adult Day Care, multi-family and commercial uses. To the south are Border Bingo, Laredo Fire Department Credit Union, Windsor Apartments, a fire station, Red Roof Inn, Time Warner Cable and Sam’s Club. To the west are trucking and industrial uses.</p> <p>Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Tesoro Plaza Drive.</p> <p>Letters sent to surrounding property owners: 17 In Favor: 2 Opposed: 4</p>		
<p>STAFF COMMENTS</p> <p>Staff does not support the proposed zone change. The proposed B-4 district is not in conformance with the Comprehensive Plan’s designation as Light Commercial. The proposed use as Nationalization of Vehicles Enterprise is a very intense use that is not compatible with the surrounding office and residential type uses. This type of activity creates heavy traffic on Tesoro Plaza Drive which is only a local street. Even if the zoning is changed to B-4, this business will not be in compliance as a Special Use Permit is required on a lot of two (2) acres or more.</p>		
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 4 to 3 vote, recommended approval of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff does not support the proposed zone change.</p>	

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

Yes. The existing land use pattern is primarily office and residential type uses.

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

No. There other B-4 districts along Tesoro Plaza Drive.

Will change adversely influence living conditions in the neighborhood?

Yes. The proposed zone may introduce uses not compatible with the surrounding multi-family uses.

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

No, the current zoning allows for sufficient commercial uses.

ORDINANCE NO. 2012-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING RE-PLAT LOT 1A, BLOCK 1, AND LOT 12B, BLOCK 2, TESORO PLAZA SUBDIVISION, LOCATED AT 5102 AND 5215 TESORO PLAZA DRIVE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Re-plat Lot 1A, Block 1, and Lot 12B, Block 2, Tesoro Plaza Subdivision, located at 5102 and 5215 Tesoro Plaza Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 15, 2012, and,

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

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

WHEREAS, the City Council has held a public hearing on April 16, 2012, 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.

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 Re-plat Lot 1A, Block 1, and Lot 12B, Block 2, Tesoro Plaza Subdivision, located at 5102 and 5215 Tesoro Plaza Drive, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2012.

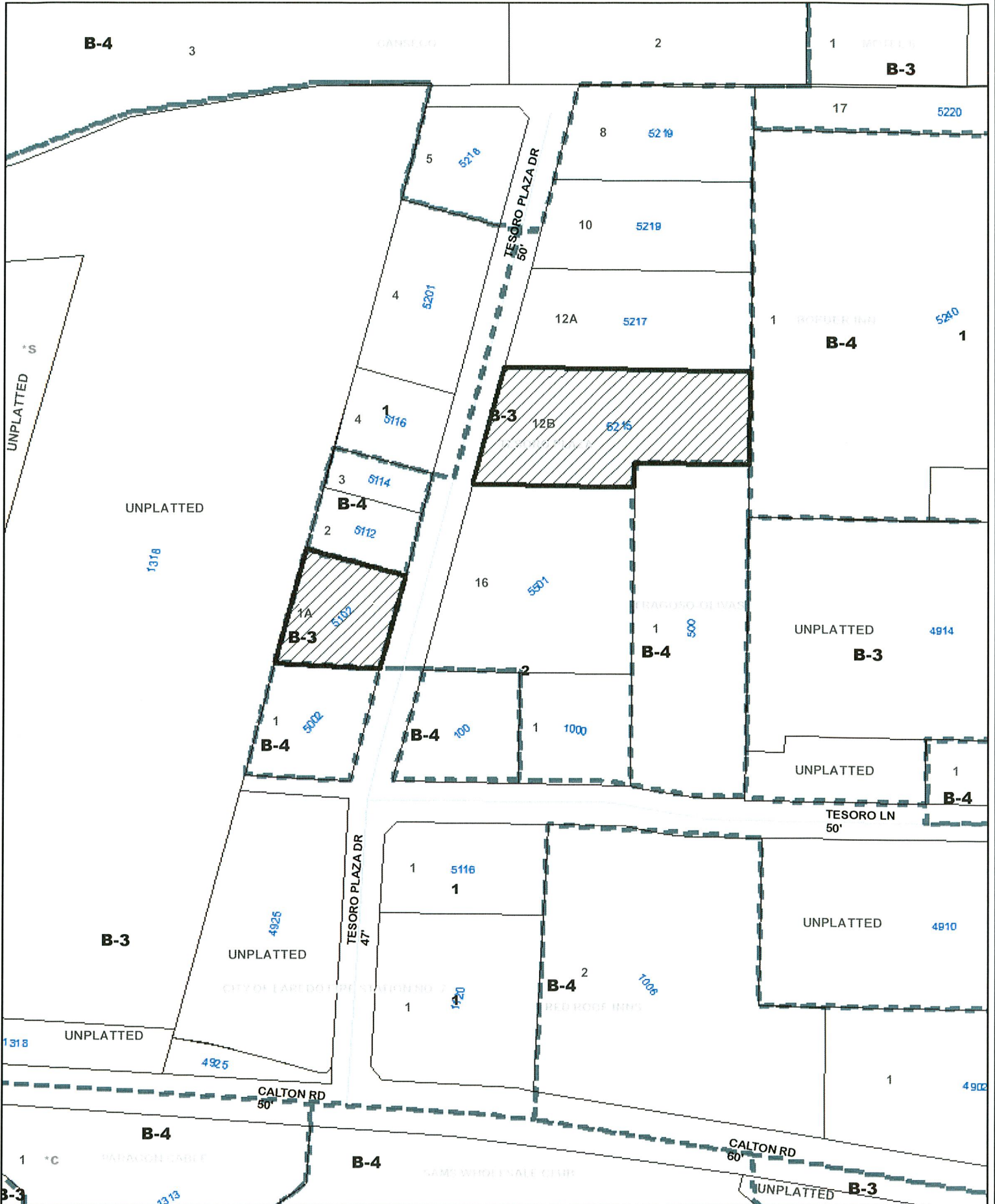
RAUL G. SALINAS
MAYOR

ATTEST:

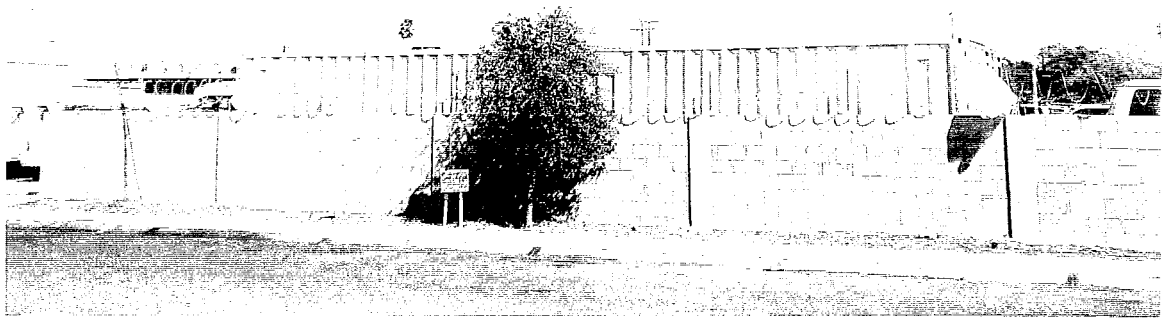
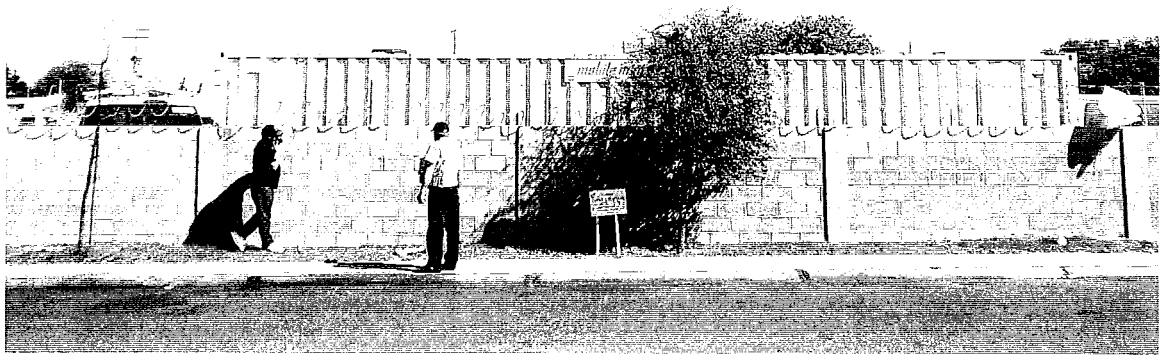
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

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



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)









COUNCIL COMMUNICATION

DATE: 4-16-12	SUBJECT: PUBLIC HEARING Providing community residents an opportunity to comment on their housing and community needs and the projects that they wish to see funded for fiscal year 2012-2013, with funds anticipated to be received from the U.S. Department of Housing and Urban Development (HUD), and more specifically through the 38 th Action Year (AY) Community Development Block Grant (CDBG) (\$3,347,669), the 2012 HOME Investment Partnerships Grant (HOME) (\$879,662), and the 2012 Emergency Solutions Grant (ESG) (\$284,955), in support of the preparation and submission of the 2012 Consolidated One-Year Action Plan to HUD. Also for discussion and comment is the Fiscal Year (FY) 2010-2011 Consolidated Annual Performance Report (CAPER) regarding the City's administration of HUD Programs.	
INITIATED BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Ronnie Acosta Community Development Director
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The City of Laredo is recognized as an entitlement City by HUD and is eligible in the next fiscal year to receive funding through the CDBG Program (\$3,347,669); the HOME Program (\$879,662); and the ESG Program (\$284,955). The award of this year's funds is contingent on the submission and approval of a Consolidated One-Year Action Plan that specifically details the activities/projects to be funded with HUD program funds. One of the requirements of the Consolidated Plan planning process is that a public hearing be held to allow interested persons the opportunity to comment on needs and the projects they wish to see funded with HUD entitlement funds. In addition to this public hearing, several neighborhood public meetings are being held to obtain comments. All comments received will be considered in the preparation of the 2012 One-Year Action Plan. It is also a requirement that a public hearing be held annually to discuss the City's performance in the administration of HUD program funds. The report period reviewed extended from October 1, 2010 to September 30, 2011. In response to the City's report, HUD determined that the City's overall program compliance in terms of meeting priorities, the timely expenditure of funds and delivery of services, and the overall benefit to low-and moderate income residents was satisfactory.		
FINANCIAL IMPACT: Fiscal Year 2012-2013 38th AY CDBG Grant 2012 HOME Investment Partnerships Grant 2012 Emergency Solutions Grant		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: That this public hearing be held.	

COUNCIL COMMUNICATION

<p>DATE: 4-16-12</p>	<p>SUBJECT: PUBLIC HEARING Allowing interested persons to comment on the proposed substantial amendment to the City of Laredo's 37th AY, 2011 Consolidated One-Year Action Plan to include the use of \$89,709.00 in Emergency Solutions Grants Program (ESG) funds made available through the U.S. Department of Housing and Urban Development (HUD). The intent of the ESG program is to address the needs of homeless individuals and families, and/or those on the verge of becoming homeless, who reside in the community.</p>	
<p>INITIATED BY: Cynthia Collazo Deputy City Manager</p>		<p>STAFF SOURCE: Thelma Acosta Community Development Director</p>
<p>PREVIOUS COUNCIL ACTIONS: None</p>		
<p>BACKGROUND: The City of Laredo anticipates receiving a second allocation of \$89,709.00 in Emergency Shelter Grant/Emergency Solutions Grants Program (ESG) funds made available through the U.S. Department of Housing and Urban Development. These funds will allow communities to provide financial assistance and services to either prevent individuals and families from becoming homeless, or help those who are experiencing homelessness to be quickly re-housed and stabilized. Eligible activities include rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, housing relocation and stabilization services, data collection and evaluation, and administration. Funds are proposed to be used to carry out activities in the following estimated amounts:</p> <ul style="list-style-type: none"> • Rapid Re-Housing –Rental Assistance – \$32,440; • Rapid Re-Housing – Housing Relocation and Stabilization Services-\$15,680; • Homelessness Prevention – Rental Assistance-\$13,500; • Homelessness Prevention- Housing Relocation and Stabilization Services- \$6,000; • Homeless Management Information System (HMIS)-\$6,700 • Administration- \$15,389 <p>In order to receive these funds, the City must submit a substantial amendment to its 2011 Consolidated One-Year Action Plan to HUD. The Substantial Amendment must be received by HUD no later than May 15, 2012 at which time HUD will complete its review of submitted amendments and execute a grant agreement. The City of Laredo has requested proposals from qualified local homeless service provider agencies in anticipation of the receipt of the ESG funds, to assist in the administration of these funds through activities that will best serve the homeless population of the community, and as deemed eligible through ESG interim rule. A 100% match requirement will be met through matching funds or voluntary efforts provided by the sub-recipients. All funds must be expensed within 24 months of HUD's signature on the grant agreement.</p> <p>A substantial amendment requires that citizens be informed of the proposed changes and be provided an opportunity to comment. In adherence with the City's Citizen Participation Plan, citizens will be given 30 days, beginning April 1, 2012 through May 1, 2012 to provide oral and/or written comments. All comments will be received and taken under advisement in the preparation of the substantial amendment.</p>		
<p>FINANCIAL IMPACT: Emergency Solutions Grant\$89,709.00</p>		
<p>COMMITTEE RECOMMENDATION: N/A</p>	<p>STAFF RECOMMENDATION: That this public hearing be held.</p>	

COUNCIL COMMUNICATION

DATE: April 16, 2012	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE APPROVING AND ADOPTING THE DISTRICTING PLAN OF THE CITY OF LAREDO; PROVIDING FOR THE REDISTRICTING OF THE EIGHT (8) CITY COUNCIL DISTRICTS WITHIN THE CITY OF LAREDO; PROVIDING FOR PUBLICATION; AND PROVIDING OF AN EFFECTIVE DATE.	
INITIATED BY: Redistricting Committee as per City Charter	STAFF SOURCE: Gustavo Guevara, Jr., City Secretary Nathan R. Bratton, Planning Director	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: On April 4, 2012 the Redistricting Committee convened and worked with the City's consultant, Mr. Rolando Rios to develop the Council District boundaries. The Committee began its review of the Council Districts with a review of the Consultant's preliminary Laredo Draft Plan A. The Committee made modifications to the Draft A Plan and named the modified plan "Laredo Draft Plan B with New Webb VTDS" and unanimously recommended the Council Districts as depicted on the map labeled Laredo Draft Plan B.		
FINANCIAL IMPACT:		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends approval of the new city council districts.	

ORDINANCE 2012-O-_____

APPROVING AND ADOPTING THE DISTRICTING PLAN OF THE CITY OF LAREDO; PROVIDING FOR THE REDISTRICTING OF THE EIGHT (8) CITY COUNCIL DISTRICTS WITHIN THE CITY OF LAREDO; PROVIDING FOR PUBLICATION; AND PROVIDING OF AN EFFECTIVE DATE.

WHEREAS, the population of the City of Laredo has grown from 176,576 persons in the 2000 Census count to a count of 236,091 persons in the 2010 Census count, which is an increase of 33.7%; and

WHEREAS, the 2010 United States Census data indicates that the City of Laredo single member districts do not comply with the constitutional one person one vote rule; and

WHEREAS, by ordinance dated November 13, 2001, the City of Laredo was divided into eight (8) districts for its municipal election; and

WHEREAS, the City was last redistricted by ordinance 2001-O-259 dated November 13, 2001; and

WHEREAS, the existing City Council districts do not reflect equitable distribution due to the changes in population; and

WHEREAS, a quorum of those registered voters as appointed by City Council, who are not employed by the City in any other capacity, to comprise the Redistricting Commission convened a meeting on April 4, 2012; and

WHEREAS, this Commission is directed by the City Charter to file a report with the City Secretary containing a recommended plan for the adjustment of the Council district boundaries; and

WHEREAS, the Commission submitted to the City Council the results of the meeting of April 4, 2012 a redistricting option and such recommended plan designated "Laredo Draft Plan B with New Webb VTDS, which they deem best harmonize the requirements of equality of population as specified in Section 10.08 (C) of the City Charter, and of districts being compact, contiguous as nearly rectangular as possible as specified in Section 10.08 (C); and

WHEREAS, the Laredo City Council has also considered the following criteria in equalizing the population in each commissioner precinct:

1. Districts are of equal population size given the limitations imposed by the 14th Amendment of the United States Constitution and 42 USC § 1983. No more than a 10% top to bottom deviation.

2. Districts must comply with Sections 2 and 5 of the Federal Voting Rights act, 42 USC § 1973, as amended and the Texas State Equal Rights Provisions. Single member districts must be submitted to and approved by the United States Attorney General, Voting Section, Washington D.C. pursuant to federal regulations before election can be legally conducted.
3. Districts are comprised of compact and contiguous geographic areas given the limitations imposed by the non-compactness of the jurisdiction. (COMAPCTNESS and CONTIGUOUSNESS FACTORS)
4. Other considerations include:
 - a. identifiable geographic features for boundaries;
 - b. existing voting precinct boundaries
 - c. integrity of political subdivisions and communities;
 - d. protection of incumbency; and

WHEREAS, the Laredo City Council wishes to comply with the federal and state laws protecting the citizens right to vote;

WHEREAS, the City Council by motion dated _____, 2012 adopted Laredo Draft Plan B with New Webb VTDS as submitted by the Redistricting Committee; and

WHEREAS, the proposed redistricting plan includes the revised districts encompassing the voting precinct boundaries as defined by the Commissioners Court of Webb County, Texas and as further provided by the Texas Election Code.

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

Section 1: That the plan as adopted and modified by the City Council on June 19, 2001, and attached hereto along with Exhibits A, B, and C, are hereby approved and adopted. The eight (8) electoral districts for the municipal elections in the City of Laredo shall be as follows:

Where any of the above described precincts extends beyond the city limits, it is specified that only that part of the precinct which lies within the limits of the City of Laredo, is part of the District to which it is referred.

Section 2: The eight (8) districts for the next municipal elections shall be as shown on the map marked as Exhibit A and entitled "Laredo Draft Plan B with New Webb VTDS", attached hereto and made part of this ordinance.

Section 3: The voting precincts in said eight (8) districts shall be as shown on the map marked as Exhibit A and entitled "Laredo Draft Plan B with New Webb VTDS".

Section 4: This ordinance shall be published in full once in the daily newspaper of the City of Laredo and shall be published in English and Spanish.

Section 5: That this ordinance shall become effective on the day after publication, and on such day the new council districts and boundaries shall supersede the previous council districts and boundaries for all purposes at the next regular City election. The new districts and boundaries shall supersede previous districts and boundaries for all other purposes as of the date on which all council members elected at the regular City election take office.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF April _____, 2012.**

**RAUL G. SALINAS
MAYOR**

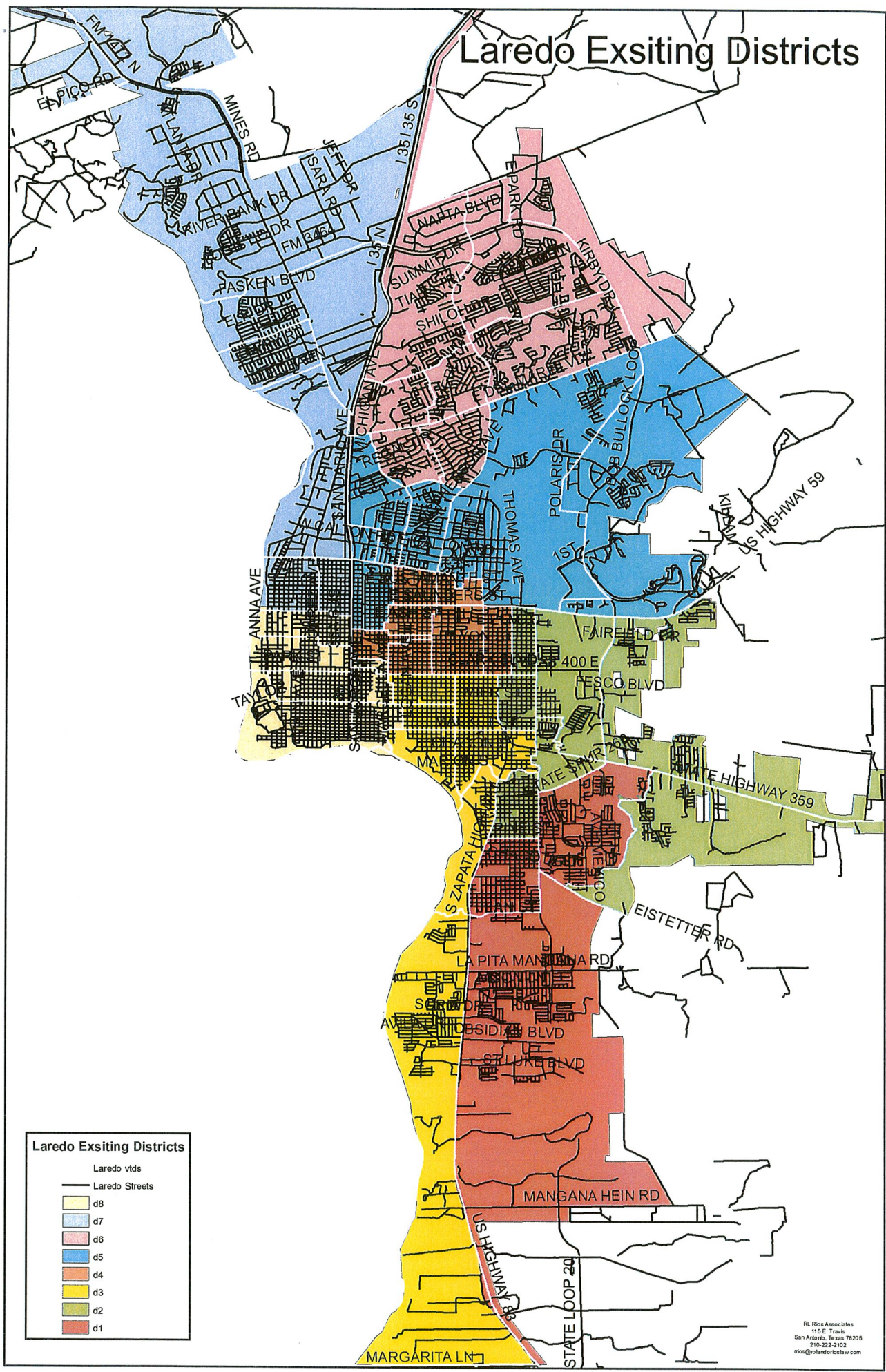
ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

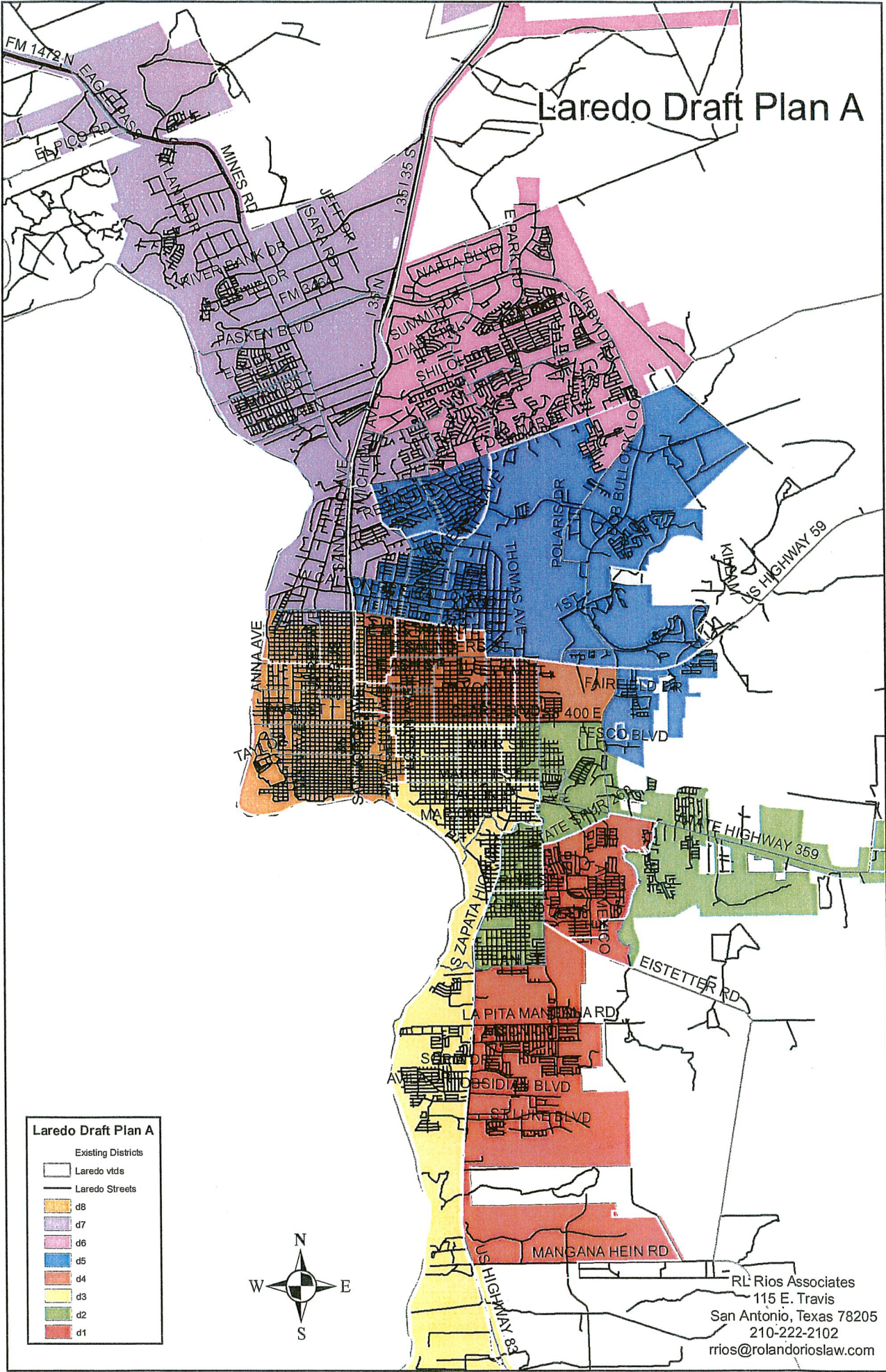
**RAUL CASSO
CITY ATTORNEY**

Laredo Existing Districts



Laredo Existing Districts	
Laredo vtds	
Laredo Streets	
[Light Yellow Box]	d8
[Light Blue Box]	d7
[Pink Box]	d6
[Blue Box]	d5
[Orange Box]	d4
[Yellow Box]	d3
[Light Green Box]	d2
[Red Box]	d1

Laredo Draft Plan A



Laredo Draft Plan A

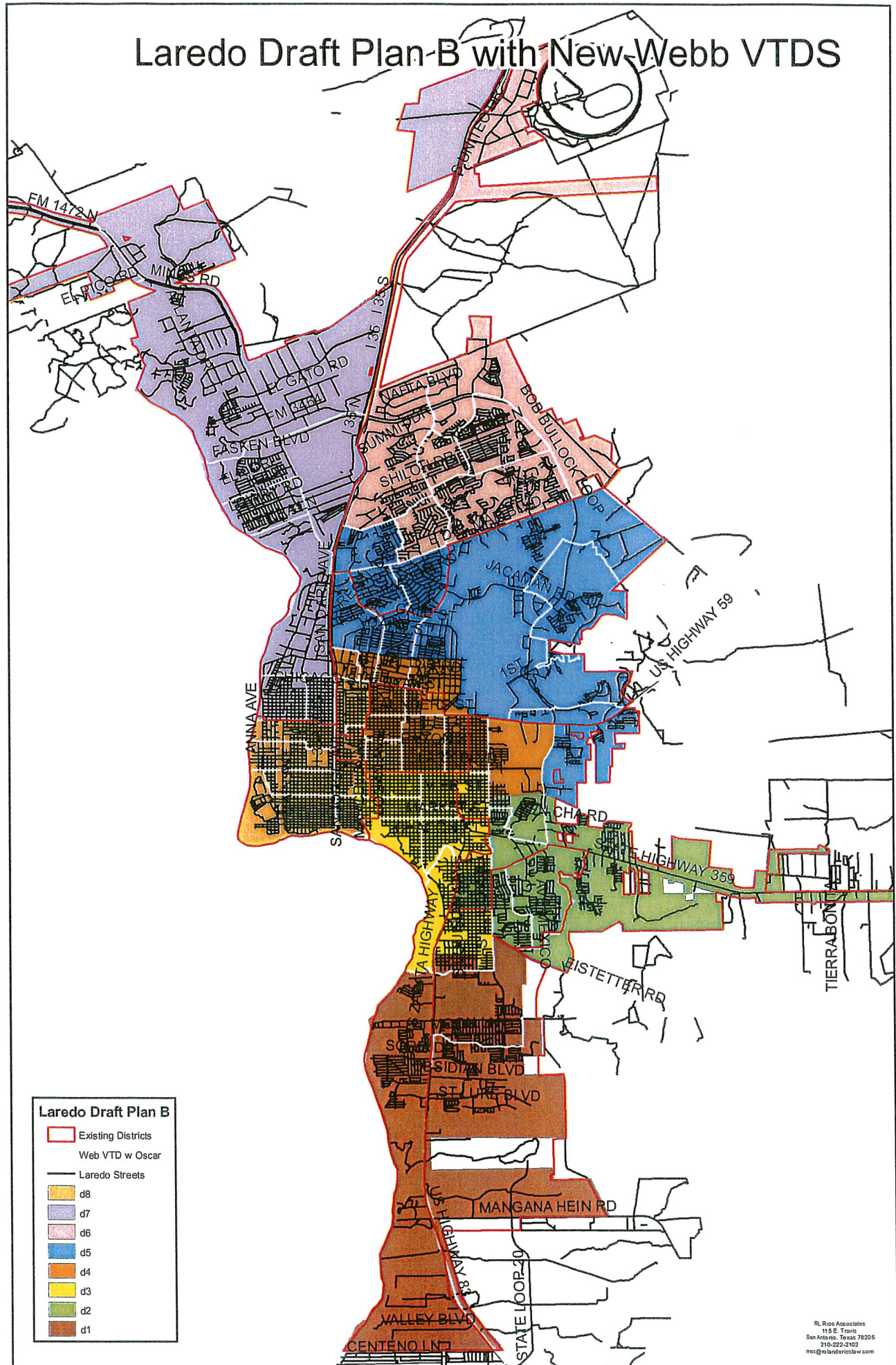
Existing Districts

- Laredo vtds
- Laredo Streets
- d8
- d7
- d6
- d5
- d4
- d3
- d2
- d1



RL Rios Associates
 115 E. Travis
 San Antonio, Texas 78205
 210-222-2102
 rrios@rolandorioslaw.com

Laredo Draft Plan-B with New Webb VTDS



City of Laredo -- Redistricting 2012

Population Analysis of Existing Districts - 2010 Census Data

District	Total	Deviation	%Deviation	Black	Black%	Hispanic	%Hispanic	Com Min
1	39200	9679	32.79%	177	0.45%	38471	98.14%	98.59%
2	31161	1640	5.56%	126	0.40%	30470	97.78%	98.19%
3	27671	-1850	-6.27%	173	0.63%	26553	95.96%	96.58%
4	21549	-7972	-27.00%	83	0.39%	20744	96.26%	96.65%
5	26769	-2752	-9.32%	154	0.58%	25099	93.76%	94.34%
6	38939	9418	31.90%	195	0.50%	35277	90.60%	91.10%
7	30367	846	2.87%	121	0.40%	29122	95.90%	96.30%
8	20510	-9011	-30.52%	81	0.39%	20089	97.95%	98.34%
TOTAL	236166							

Top to Bottom Deviation = 63.31%

Population Analysis of Plan A

District	Total	Deviation	%Deviation	Black	Black%	Hispanic	%Hispanic	Com Min
1	29874	353	1.20%	141	0.47%	29293	98.06%	98.53%
2	29923	402	1.36%	115	0.38%	29348	98.08%	98.46%
3	28949	-572	-1.94%	175	0.60%	27796	96.02%	96.62%
4	28625	-896	-3.04%	110	0.38%	27638	96.55%	96.94%
5	29968	447	1.51%	172	0.57%	27737	92.56%	93.13%
6	30705	1184	4.01%	177	0.58%	27909	90.89%	91.47%
7	28763	-758	-2.57%	110	0.38%	27331	95.02%	95.40%
8	29359	-162	-0.55%	110	0.37%	28773	98.00%	98.38%
TOTAL	236166							

Top to Bottom Deviation = 7.05%

Population Analysis of Plan B

District	Total	Deviation	%Deviation	Black	Black%	Hispanic	%Hispanic	Com Min
1	30274	753	2.55%	218	0.72%	29326	96.87%	97.59%
2	29232	-289	-0.98%	98	0.34%	28669	98.07%	98.41%
3	29185	-336	-1.14%	110	0.38%	28408	97.34%	97.71%
4	29115	-406	-1.38%	143	0.49%	27953	96.01%	96.50%
5	29201	-320	-1.08%	150	0.51%	26816	91.83%	92.35%
6	29565	44	0.15%	170	0.58%	26892	90.96%	91.53%
7	30367	846	2.87%	121	0.40%	29122	95.90%	96.30%
8	29227	-294	-1.00%	100	0.34%	28639	97.99%	98.33%
TOTAL	236166							

Top to Bottom Deviation = 4.25%

Rolando L. Rios Associates
 115 E Travis, Suite 1645
 San Antonio, Texas 78205
 rrios@rolandorioslaw.com
 210-222-2102

COUNCIL COMMUNICATION

DATE: 4/16/2012	SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to execute a lease with Laredo Aero Center, Inc., for approximately 178 square feet constituting Air Operations Area Office No. 5 located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal. Lease term is for one (1) year commencing on May 1, 2012 and ending on April 30, 2013, and may be extended for two (2) terms of one (1) year each ending on April 30, 2014 and April 30, 2015. However, it is agreed by the parties that the lease may be terminated by either party on or not less than thirty (30) days' written notice from the party terminating to the other. Monthly rent shall be \$630.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date.	
INITIATED BY: Jesus M. Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: Air Operations Office No. 5 was previously leased to Laredo Aero Center, Inc. for the purpose of a fixed based operator's office at the Airport Passenger Terminal.		
FINANCIAL IMPACT:	Aeronautical Building Rent Revenues Account No. 242-0000-361-1086 Proposed Monthly FMV Rent: \$630.00	
COMMITTEE RECOMMENDATION: On April 03, 2012, the Airport Advisory Committee recommends approval.	STAFF RECOMMENDATION: Approval of this Ordinance.	

ORDINANCE NO. _____

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH LAREDO AERO CENTER, INC., FOR APPROXIMATELY 178 SQUARE FEET CONSTITUTING AIR OPERATIONS AREA OFFICE NO. 5 LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL AIRPORT PASSENGER TERMINAL. LEASE TERM IS FOR ONE (1) YEAR COMMENCING ON MAY 1, 2012 AND ENDING ON APRIL 30, 2013, AND MAY BE EXTENDED FOR TWO (2) TERMS OF ONE (1) YEAR EACH ENDING ON APRIL 30, 2014 AND APRIL 30, 2015. HOWEVER, IT IS AGREED BY THE PARTIES THAT THE LEASE MAY BE TERMINATED BY EITHER PARTY ON OR NOT LESS THAN THIRTY (30) DAYS' WRITTEN NOTICE FROM THE PARTY TERMINATING TO THE OTHER. MONTHLY RENT SHALL BE \$630.00 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Laredo Aero Center, Inc., as LESSEE for approximately 178 square feet constituting AOA Office No. 5 located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be hereby authorized to execute a lease with Laredo Aero Center, Inc., as LESSEE for approximately 178 square feet constituting AOA Office No. 5 located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND
LAREDO AERO CENTER, INC. (AOA OFFICE NO. 5)

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE ____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: 

RAUL CASSO
CITY ATTORNEY

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

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement made and entered into by and between THE CITY OF LAREDO, a municipal corporation (hereinafter called "LESSOR"), and Laredo Aero Center, Inc., a Texas Corporation, acting by and through its General Manager, Doug Lacey, whose, hereinafter referred to as "LESSEE".

W I T N E S S E T H

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

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

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

ARTICLE I

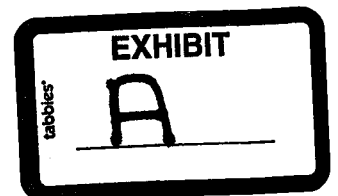
PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

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

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

"PREMISES: Includes the property and building subject to this lease.



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

1.01 **LEASED AREA:**

The LESSOR does hereby lease approximately 178 square feet of office space in the Passenger Terminal Building located at 5210 Bob Bullock Loop, Laredo, Webb County, Texas, known as AOA Office No. 5 situated on property described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the office space is situated is more particularly described and depicted on “Exhibit A-1” attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 **TERM:**

This lease is to be for a term of one (1) year commencing on May 1, 2012 and ending on April 30, 2013, and may be extended for two (2) terms of one (1) year each ending on April 30, 2014 and April 30, 2015. However, it is agreed by the parties that the lease may be terminated by either party on not less than thirty (30) days written notice from the party terminating to the other.

1.03 **RENTAL OBLIGATION:**

Subject to annual review for rent escalation, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of Six Hundred and Thirty Dollars (\$630.00) base rent for each month, during the initial term of this lease and any extension thereto.

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

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

- (a) Any damages to or destruction of the premises or any party thereof.

(b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;

(c) Any claim LESSEE has or might have against LESSOR;

(d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.04 **RENTAL ESCALATION:**

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of May 1, 2012 and annually thereafter, the rent will be adjusted according to the percent change in the CPI as of that date from that of the preceding calendar year (January-December).

Example:

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

1.05 **LATE CHARGE:**

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

1.06 **DEPOSIT:**

In addition to the initial rental payment called for in the preceding paragraph, LESSEE shall deposit the sum of the amount equivalent to the first month's rent. The deposit held by LESSOR shall always be equivalent to the current rental required hereunder. The deposit shall be retained by LESSOR during the lease term, and, upon termination of the lease, shall be returned to LESSEE less and except, and this will serve

to authorize LESSOR'S withholding from such deposit, any monies then due and owing to the LESSOR by LESSEE under the terms of this lease, including but not limited to any costs of restoring the premises to the condition called for under the terms hereof, as well as any other indebtedness caused, or charges owing, by LESSEE to LESSOR, reasonable wear and tear excepted.

1.07 **UTILITIES:**

LESSOR agrees to pay all utility charges resulting from LESSEE'S use of the leased premises. It is recognized and agreed that when separate meters showing the actual use by LESSEE of light, gas, water, and sewage service, are not available, there may be substituted an estimated utility charge as calculated and charged by LESSOR among other users of a common meter in a reasonable prorata manner. LESSEE hereby also agrees to pay all such charges promptly before they become delinquent.

1.08 **TAXES:**

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

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

1.09 **USE AND USE CONFLICT:**

The leased area herein leased is to be used and occupied solely for the purpose of fixed based office and no other use of the leased area is permitted.

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

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian, trustee or receiver be appointed to administer LESSEE'S

business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee, or receiver, and this lease shall immediately terminate and end.

1.10 **LESSOR'S WARRANTY OF QUIET ENJOYMENT:**

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

1.11 **WARRANTY OF TITLE:**

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

1.12 **NET LEASE:**

Notwithstanding any expenditures related to the acts or omissions of LESSOR, or LESSOR'S agents, employees, licensees, contractors, or invitees, LESSOR shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a Net Lease intended to assure LESSOR the rent served on an absolute net basis. In addition to the rent served above, LESSEE shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

ARTICLE II

INDEMNITY, REPAIRS ALTERATIONS AND INSURANCE

2.01 **INDEMNITY AND NONCLAIM:**

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

LESSEE for itself, its agent, employees, servants, successors and assigns promise to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking

areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

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

2.02 LESSEE'S DUTY TO REPAIR:

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

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

2.03 ALTERATIONS:

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

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

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

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

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

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

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

2.04 **INSURANCE:**

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

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

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

right to make its acceptance of an insurance company a condition of this lease such that disapproval or revocation of approval thereof shall authorize LESSOR to terminate this lease.

ARTICLE III

DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 LESSEE'S DEFAULT:

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

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

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

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

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

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

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

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract, at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the LESSOR shall have the right to:

(a) Terminate the lease and re-enter the leased premises and remove all persons and any and all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective LESSEES for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including, rent, attorney's fees, if any; and/or

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

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

3.02 **RIGHTS ON DEFAULT:**

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

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

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

3.03 **ATTORNEY'S FEES:**

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

3.04 **HOLDING OVER:**

Staying over past the term of this lease will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate prior to holding over. All CPI rental adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

3.05 **ABANDONMENT:**

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

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

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

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

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

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

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

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

3. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally

Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

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

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

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

ARTICLE IV

MISCELLANEOUS

4.01 NON-EXCLUSIVE USE:

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

4.02 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:

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

4.03 CAPTIONS:

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

4.04 CONSTRUED PURSUANT TO TEXAS LAW:

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

4.05 **RE-ENTRY:**

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

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

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

4.07 **BINDING AGREEMENT:**

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

4.08 **NOTICES:**

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

Laredo Aero Center
Doug Lacey, General Manager
P.O. Box 1654
5203 Maher Street
Laredo, Texas 78041

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

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

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State,

Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.10 **OUTSIDE STORAGE PROHIBITED:**

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited.

4.11 **FIRE CLAUSE:**

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.12 **GARBAGE STORAGE AND DISPOSAL:**

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, and agrees to comply with all rules and ordinances of the City and state regarding its storage and disposal.

4.13 **IMPROVEMENTS VESTED IN LESSOR:**

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

4.14 SUBORDINATION OF LEASE:

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

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

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.10; titled "Use and Use Conflict" in this agreement.

4.15 NATIONAL EMERGENCY:

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

4.16 AIRPORT HAZARD:

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

4.17 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

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

4.18 **AERIAL APPROACHES:**

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

4.19 **AIRPORT SECURITY:**

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a civil penalty for the LESSEE'S breach of security, LESSEE shall reimburse LESSOR for any monetary civil penalty which may be imposed upon LESSOR by the Transportation Security Administration.

4.20 **TIME OF ESSENCE:**

Time is of the essence in this agreement.

4.21 **PREMISES LEASED "AS IS":**

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

4.22 **PROVISIONS:**

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

4.23 **AGREEMENT:**

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

EXECUTED on this the _____ day of _____, 2012.

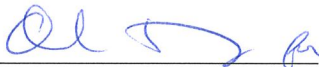
CITY OF LAREDO
a municipal corporation

By: _____
Carlos Villarreal
City Manager

ATTEST:

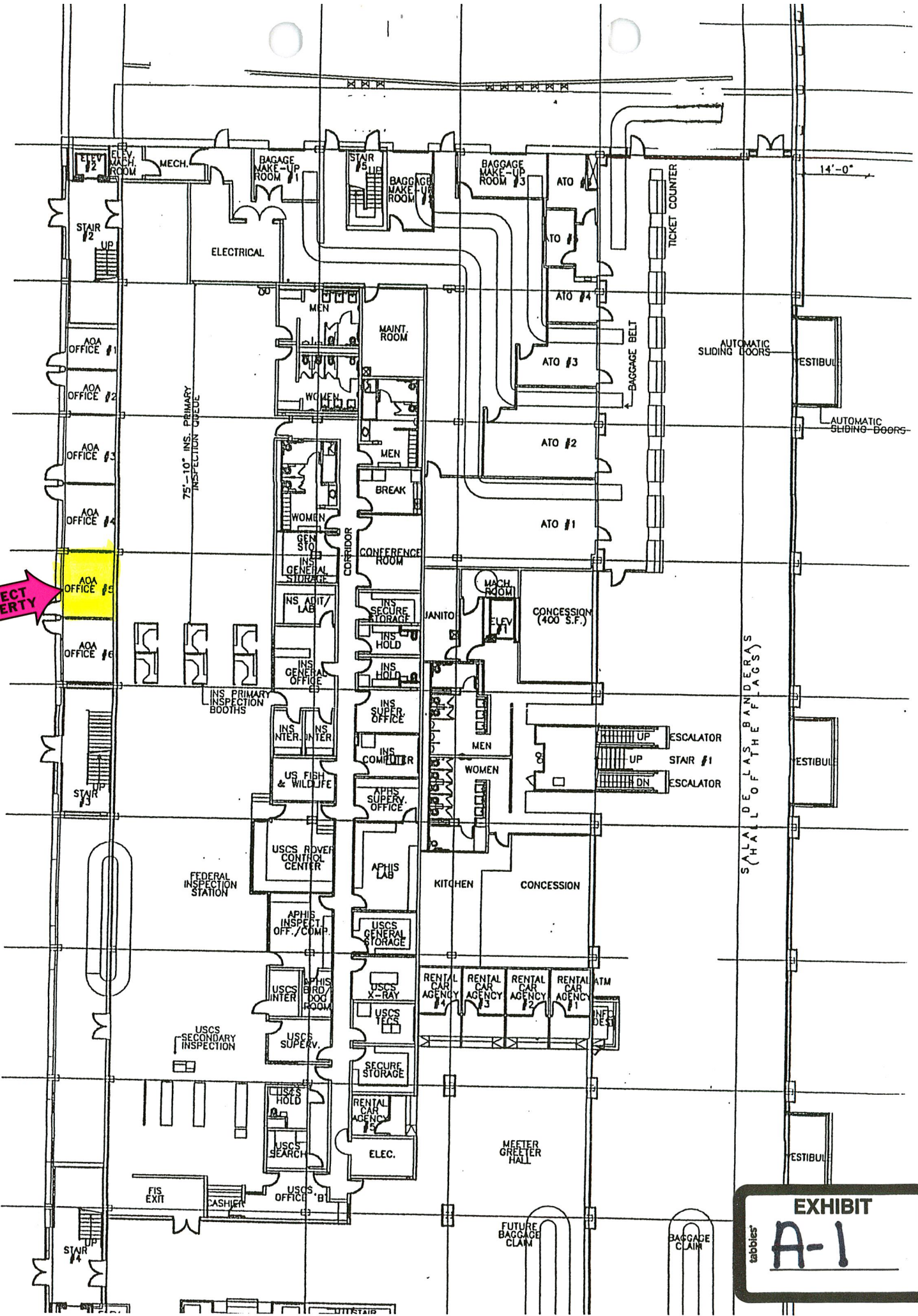
By: _____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

By:  _____
Raul Casso
City Attorney

LAREDO AERO CENTER, INC.,

BY: _____
Doug Lacey
General Manager



SUBJECT PROPERTY

S (HALL OF L.A.S. BANDERS)

EXHIBIT
A-1

COUNCIL COMMUNICATION

DATE: 4/16/2012	SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to execute a lease with Elite Aviation, LLC, for approximately 117 square feet constituting Air Operations Area Office No. 2 located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal. Lease term is for one (1) year commencing on May 1, 2012 and ending on April 30, 2013, and may be extended for two (2) terms of one (1) year each ending on April 30, 2014 and April 30, 2015. However, it is agreed by the parties that the lease may be terminated by either party on or not less than thirty (30) days' written notice from the party terminating to the other. Monthly rent shall be \$630.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date.	
INITIATED BY: Jesus M. Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: Air Operations Office No. 2 was previously leased to Elite Aviation, LLC. for the purpose of a fixed based operator's office at the Airport Passenger Terminal.		
FINANCIAL IMPACT: Aeronautical Building Rent Revenues Account No. 242-0000-361-1086 Proposed Monthly FMV Rent: \$630.00		
COMMITTEE RECOMMENDATION: On April 03, 2012, the Airport Advisory Committee recommends approval.		STAFF RECOMMENDATION: Approval of this Ordinance.

ORDINANCE NO. _____

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH ELITE AVIATION, LLC, FOR APPROXIMATELY 117 SQUARE FEET CONSTITUTING AIR OPERATIONS AREA OFFICE NO. 2 LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL AIRPORT PASSENGER TERMINAL. LEASE TERM IS FOR ONE (1) YEAR COMMENCING ON MAY 1, 2012 AND ENDING ON APRIL 30, 2013, AND MAY BE EXTENDED FOR TWO (2) TERMS OF ONE (1) YEAR EACH ENDING ON APRIL 30, 2014 AND APRIL 30, 2015. HOWEVER, IT IS AGREED BY THE PARTIES THAT THE LEASE MAY BE TERMINATED BY EITHER PARTY ON OR NOT LESS THAN THIRTY (30) DAYS' WRITTEN NOTICE FROM THE PARTY TERMINATING TO THE OTHER. MONTHLY RENT SHALL BE \$630.00 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Elite Aviation, LLC., as LESSEE for approximately 117 square feet constituting AOA Office No. 2 located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be hereby authorized to execute a lease with Elite Aviation LLC., for approximately 117 square feet constituting AOA Office No. 2 located at 5210 Bob Bullock Loop at the Laredo International Airport Passenger Terminal, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND
ELITE AVIATION L.L.C. (AOA OFFICE NO. 2)

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE ____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: 
RAUL CASSO
CITY ATTORNEY

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

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement made and entered into by and between THE CITY OF LAREDO, a municipal corporation (hereinafter called “LESSOR”), and Elite Aviation, Inc., a Texas Corporation, acting by and through its President, Elizabeth T. Benavides, whose registered agent is Elizabeth T. Benavides with registered address of 314 Nye, Laredo, Texas 78045, hereinafter referred to as “LESSEE”.

W I T N E S S E T H

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

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

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

ARTICLE I

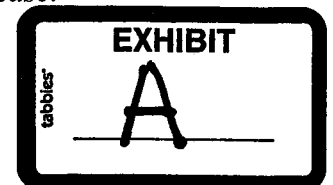
PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

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

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

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



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

1.01 **LEASED AREA:**

The LESSOR does hereby lease approximately 117 square feet of office space in the Passenger Terminal Building located at 5210 Bob Bullock Loop, Laredo, Webb County, Texas, known as AOA Office No. 2 situated on property described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the office space is situated is more particularly described and depicted on “Exhibit A-1” attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 **TERM:**

This lease is to be for a term of one (1) year commencing on May 1, 2012 and ending on April 30, 2013, and may be extended for two (2) terms of one (1) year each ending on April 30, 2014 and April 30, 2015. However, it is agreed by the parties that the lease may be terminated by either party on not less than thirty (30) days written notice from the party terminating to the other.

1.03 **RENTAL OBLIGATION:**

Subject to annual review for rent escalation, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of Six Hundred and Thirty Dollars (\$630.00) base rent for each month, during the initial term of this lease and any extension thereto.

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

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

- (a) Any damages to or destruction of the premises or any party thereof.

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

1.04 **RENTAL ESCALATION:**

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of May 1, 2012 and annually thereafter, the rent will be adjusted according to the percent change in the CPI as of that date from that of the preceding calendar year (January-December).

Example:

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

1.05 **LATE CHARGE:**

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

1.06 **DEPOSIT:**

In addition to the initial rental payment called for in the preceding paragraph, LESSEE shall deposit the sum of the amount equivalent to the first month's rent. The deposit held by LESSOR shall always be equivalent to the current rental required hereunder. The deposit shall be retained by LESSOR during the lease term, and, upon termination of the lease, shall be returned to LESSEE less and except, and this will serve

to authorize LESSOR'S withholding from such deposit, any monies then due and owing to the LESSOR by LESSEE under the terms of this lease, including but not limited to any costs of restoring the premises to the condition called for under the terms hereof, as well as any other indebtedness caused, or charges owing, by LESSEE to LESSOR, reasonable wear and tear excepted.

1.07 **UTILITIES:**

LESSOR agrees to pay all utility charges resulting from LESSEE'S use of the leased premises. It is recognized and agreed that when separate meters showing the actual use by LESSEE of light, gas, water, and sewage service, are not available, there may be substituted an estimated utility charge as calculated and charged by LESSOR among other users of a common meter in a reasonable prorata manner. LESSEE hereby also agrees to pay all such charges promptly before they become delinquent.

1.08 **TAXES:**

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

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

1.09 **USE AND USE CONFLICT:**

The leased area herein leased is to be used and occupied solely for the purpose of fixed based office and no other use of the leased area is permitted.

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

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian, trustee or receiver be appointed to administer LESSEE'S

business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee, or receiver, and this lease shall immediately terminate and end.

1.10 **LESSOR'S WARRANTY OF QUIET ENJOYMENT:**

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

1.11 **WARRANTY OF TITLE:**

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

1.12 **NET LEASE:**

Notwithstanding any expenditures related to the acts or omissions of LESSOR, or LESSOR'S agents, employees, licensees, contractors, or invitees, LESSOR shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a Net Lease intended to assure LESSOR the rent served on an absolute net basis. In addition to the rent served above, LESSEE shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

ARTICLE II

INDEMNITY, REPAIRS ALTERATIONS AND INSURANCE

2.01 **INDEMNITY AND NONCLAIM:**

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

LESSEE for itself, its agent, employees, servants, successors and assigns promise to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any person, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking

areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

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

2.02 LESSEE'S DUTY TO REPAIR:

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

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

2.03 ALTERATIONS:

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

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

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

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

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

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

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

2.04 **INSURANCE:**

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

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

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

right to make its acceptance of an insurance company a condition of this lease such that disapproval or revocation of approval thereof shall authorize LESSOR to terminate this lease.

ARTICLE III

DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 LESSEE'S DEFAULT:

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

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

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

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

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

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

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

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract, at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the LESSOR shall have the right to:

(a) Terminate the lease and re-enter the leased premises and remove all persons and any and all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective LESSEES for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including, rent, attorney's fees, if any; and/or

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

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

3.02 **RIGHTS ON DEFAULT:**

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

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

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

3.03 **ATTORNEY'S FEES:**

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

3.04 **HOLDING OVER:**

Staying over past the term of this lease will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate prior to holding over. All CPI rental adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

3.05 **ABANDONMENT:**

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

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

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

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

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

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

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

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

3. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally

Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

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

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

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

ARTICLE IV

MISCELLANEOUS

4.01 **NON-EXCLUSIVE USE:**

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

4.02 **TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:**

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

4.03 **CAPTIONS:**

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

4.04 **CONSTRUED PURSUANT TO TEXAS LAW:**

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

4.05 **RE-ENTRY:**

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

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

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

4.07 **BINDING AGREEMENT:**

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

4.08 **NOTICES:**

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

Elizabeth T. Benavides
d/b/a Elite Aviation, Inc.
4805 Maher
Laredo, Texas 78041

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

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

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

4.10 **OUTSIDE STORAGE PROHIBITED:**

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited.

4.11 **FIRE CLAUSE:**

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.12 **GARBAGE STORAGE AND DISPOSAL:**

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, and agrees to comply with all rules and ordinances of the City and state regarding its storage and disposal.

4.13 **IMPROVEMENTS VESTED IN LESSOR:**

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

4.14 **SUBORDINATION OF LEASE:**

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or

maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

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

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.10; titled "Use and Use Conflict" in this agreement.

4.15 **NATIONAL EMERGENCY:**

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

4.16 **AIRPORT HAZARD:**

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

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

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

4.18 **AERIAL APPROACHES:**

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

4.19 **AIRPORT SECURITY:**

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a civil penalty for the LESSEE'S breach of security, LESSEE shall reimburse LESSOR for any monetary civil penalty which may be imposed upon LESSOR by the Transportation Security Administration.

4.20 **TIME OF ESSENCE:**

Time is of the essence in this agreement.

4.21 **PREMISES LEASED "AS IS":**

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

4.22 **PROVISIONS:**

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

4.23 **AGREEMENT:**

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

EXECUTED on this the _____ day of _____, 2012.


CITY OF LAREDO
a municipal corporation

By: _____
Carlos Villarreal
City Manager

ATTEST:

By: _____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

By:  _____
Raul Casso
City Attorney

ELITE AVIATION, INC.

BY: _____
Elizabeth T. Benavides
Owner

SUBJECT PROPERTY

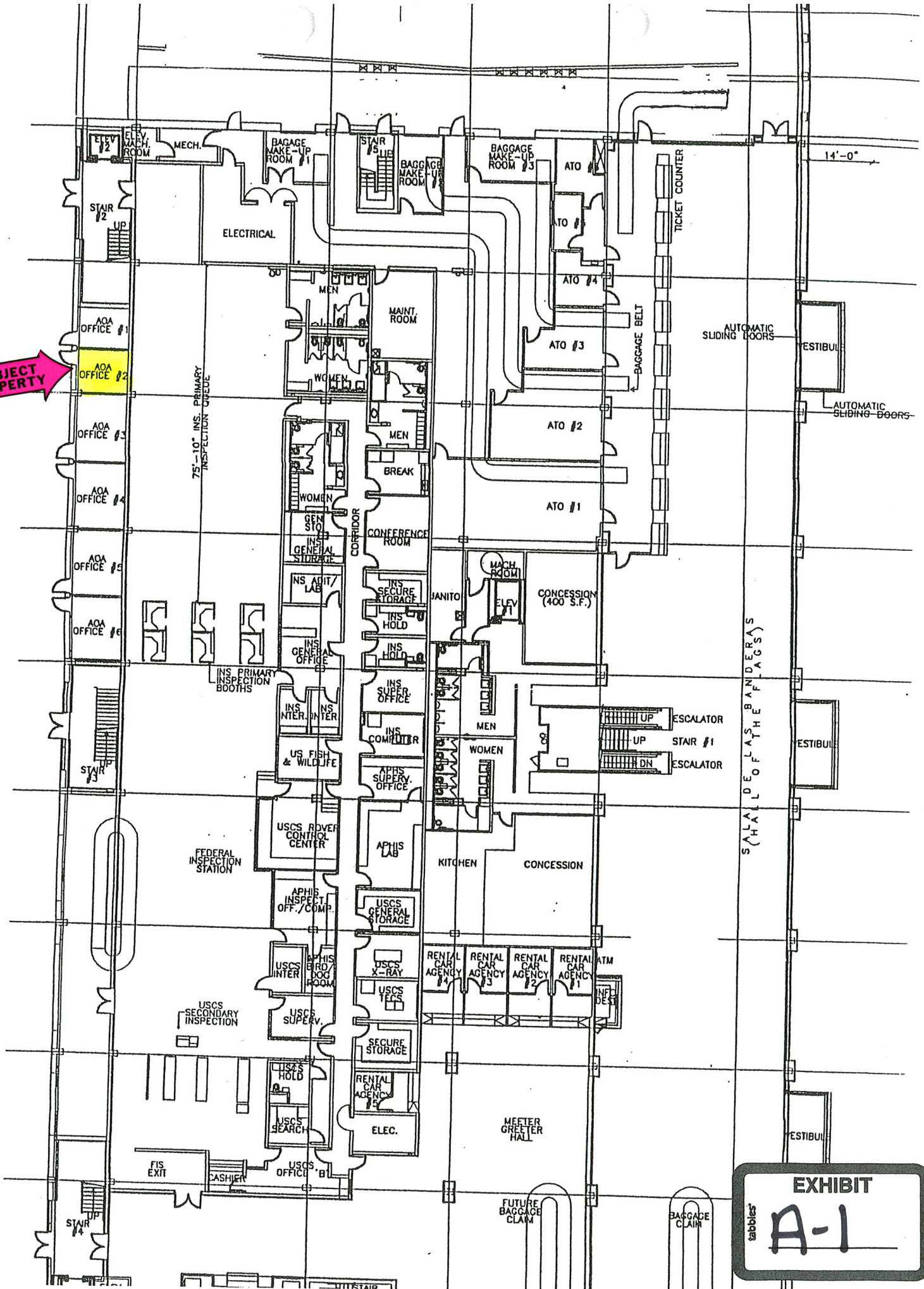


EXHIBIT
A-1

COUNCIL COMMUNICATION

DATE: 04-16-12	SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to approve an amendment to lease agreement dated February 5, 1990 and approved by Ordinance No. 90-O-019 and further amended by Ordinance No. 99-O-364 between the City of Laredo, as Lessor, and Laredo Development Foundation, as Lessee regarding Building No.1007 located at 616 Leal Street within the Laredo International Airport. The purpose of the amendment is to allow Lessee to sublease surplus office space All other terms and conditions remain unchanged and in effect; providing for an effective date.	
INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Jose L. Flores Airport Manager	
PREVIOUS ACTION: City Council approved Ordinance No. 90-O-019 on February 5, 1990 and Ordinance No. 99-O-364 on December 20, 1999.		
BACKGROUND: Laredo Development Foundation (LDF) has been a tenant in good standing since 1990. LDF provides economic development services to the City of Laredo and is requesting that it be allowed to sublease surplus office space to its needs.		
FINANCIAL: None		
BOARD RECOMMENDATION April 03, 2012, the Airport Advisory Board considered this item and recommends approval.		STAFF RECOMMENDATION: That the City Manager can execute the lease amendment.

ORDINANCE 2012-O-_____

AUTHORIZING THE CITY MANAGER TO APPROVE AN AMENDMENT TO LEASE AGREEMENT DATED FEBRUARY 5, 1990 AND APPROVED BY ORDINANCE NO. 90-O-019 AND FURTHER AMENDED BY ORDINANCE NO. 99-O-364 BETWEEN THE CITY OF LAREDO, AS LESSOR, AND LAREDO DEVELOPMENT FOUNDATION, AS LESSEE REGARDING BUILDING NO. 1007 LOCATED AT 616 LEAL STREET WITHIN THE LAREDO INTERNATIONAL AIRPORT. THE PURPOSE OF THE AMENDMENT IS TO ALLOW LESSEE TO SUBLEASE SURPLUS OFFICE SPACE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve an amendment to lease agreement dated February 5, 1990 and approved by Ordinance No. 90-O-019 and further amended on December 20, 1999 by Ordinance No. 99-O-364 between the City of Laredo, as Lessor, and Laredo Development Foundation, as Lessee, regarding Building No. 1007, located at, 616 Leal Street, within the Laredo International Airport. The amendment is to allow, Lessee to sublease surplus office space and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be hereby authorized to amend a lease agreement dated February 5, 1990 and approved by Ordinance No. 90-O-019 and further amended on December 20, 1999 by Ordinance No. 99-O-364 between the City of Laredo, as Lessor, and Laredo Development Foundation, as Lessee, regarding Building No, 1007, located at 616 Leal Street, within the Laredo International Airport. The amendment is to allow, Lessee to sublease surplus office space at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length

for all intents and purposes.

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

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE _____ DAY OF _____, 2012.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

BY: _____
**RAUL CASSO
CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE 04/16/2012	SUBJECT: INTRODUCTORY ORDINANCE Ratifying the execution of easement documents for the conveyance to AEP Texas Central Company a 15ft wide easement lying wholly within the Laredo Airport Subdivision Plat, City of Laredo, Texas as recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. Said easement being more particularly described by GPS coordinates in attached Exhibit A. This easement tract is being requested for a new electrical line extension within the Airport Facility and providing for effective date.
INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Rogelio Rivera, City Engineer Ronnie Acosta, CD Director
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: AEP Texas Central Company has requested that the City of Laredo grant them an easement for the installation of electrical facilities at the Laredo International Airport. The installation of said facilities will serve to provide for extension of electrical services within the City's Airport property. That being the case, it is in the best interest of the City of Laredo to convey the above-referenced easement to AEP Texas Central Company, as described in attached Exhibit A.	
FINANCIAL IMPACT: None.	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends introduction of Ordinance.

INTRODUCTORY ORDINANCE

Ratifying the execution of easement documents for the conveyance to AEP Texas Central Company a 15ft wide easement lying wholly within the Laredo Airport Subdivision Plat, City of Laredo, Texas as recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. Said easement being more particularly described by GPS coordinates in attached Exhibit A. This easement tract is being requested for a new electrical line extension within the Airport Facility and providing for effective date.

WHEREAS, AEP Texas Central Company has requested that the City of Laredo grant them an easement to install a new extension of electrical facilities for Airport operations, and

WHEREAS, the installation of said facilities will serve to provide electrical services within the Laredo Airport Subdivision Plat, and

WHEREAS, that being the case, it is in the best interest of the City of Laredo to convey the above-referenced easement to AEP Texas Central Company, as described in attached Exhibit A.

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

- A. Ratifying the execution of easement documents for the conveyance to AEP Texas Central Company a 15ft wide easement lying wholly within the Laredo Airport Subdivision Plat, City of Laredo, Texas as recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. Said easement being more particularly described by GPS coordinates in attached Exhibit A. This easement tract is being requested for a new electrical line extension within the Airport Facility and providing for effective date.
- B. Said easement tract is needed for the installation of a new electrical line extension to serve the City of Laredo International Airport and
- C. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE _____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR
CITY SECRETARY

APPROVED AS TO FORM:

By: Melissa A. Vidal for
RAUL CASSO Melissa A. Vidal
CITY ATTORNEY Asst. City Attorney

Town: Laredo, Texas

County: Webb

Submitted by: JDH/FR

Date: 03/16/2012

Description: Install electrical facilities to serve City of Laredo Airport
Federal Inspection Station at 4719 Maher, Laredo, Texas

WR# 44036785

MAR 16 2012

EASEMENT AND RIGHT OF WAY

CITY OF LAREDO, A MUNICIPAL CORPORATION, ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Webb County, Texas, to wit:

A 15 foot wide easement lying wholly within the Laredo International Airport 1,2509.09 acre tract conveyed to the City of Laredo, Texas, per deed recorded in Volume 478, Pages 479-480, Deed Records of Webb County, Texas; and said easement for the purpose of a new line extension located in its as-built location represented by a centerline identified by GPS points as depicted on Exhibit "A", attached hereto and made a part hereof.

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Land all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 16 day of March, 2012.

CITY OF LAREDO, A MUNICIPAL CORPORATION

(Name of Corporation)

By: 

Carlos Villarreal, City Manager

(Typed Name and Title)

ACKNOWLEDGMENT FOR CORPORATIONS, PARTNERSHIPS, ASSOCIATIONS, ETC.

STATE OF TEXAS
COUNTY OF WEBB

§
§
§

This instrument was acknowledged before me on this 16 day of March

20 12, by Carlos Villarreal, City Manager

(name)

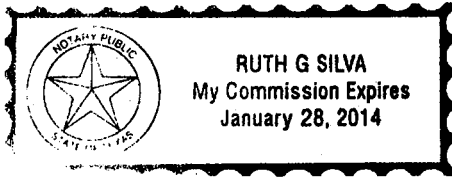
(title)

of The City of Laredo, a Municipal Corporation on behalf of

(name of corporation, partnership, association, etc.)

said Corporation

(corporation, partnership, association, etc.)



(Seal)

Ruth G. Silva

NOTARY PUBLIC, State of Texas

Ruth G. Silva

Notary's Typed or Printed Name

Notary's Commission Expires: 1/28/14

Exhibit "A"

WR# 44036785

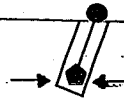
Sketch showing a 15ft. wide
AEP easement at 4719 Maher

Old Airport Terminal Bldg.

E CALTON RD

Start Pole
Longitude 99.468926 W
Latitude 27.539627 N

15ft. wide
AEP Esm't



Padmt. Transformer
Longitude 99.468967 W
Latitude 27.539522 N

MAHER AVE

Laredo Police Dept. Bldg.

COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO, CODE OF ORDINANCES, SECTION 19-410, ENTITLED <i>TRUCK ROUTES DESIGNATED</i>, TO ADD MANGANA-HEIN ROAD, BETWEEN US83 AND CUATRO VIENTOS BOULEVARD (LOOP 20) AND EDIT THE EXTENTS OF LOOP 20 WITHIN THE LISTING OF STREETS AND SECTIONS OF STREETS WHICH ARE ESTABLISHED AND DESIGNATED AS “TRUCK ROUTES, WITHIN THE CITY; PROVIDING FOR SEVERABILITY PUBLICATION AND EFFECTIVE DATE.
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Roberto Murillo, PE, PTOE, Traffic Manager Jesus Olivares, Assistant City Manager
PREVIOUS COUNCIL ACTION: The City Council approved Ordinance 2007 – O – 153 on August 20, 2007, Amending sections 19-410 Truck Routes Designated.	
BACKGROUND: The construction of Cuatro Vientos Boulevard (Loop 20) and the recent annexation of Mangana-Hein Road prompted a revision to the Code of Ordinances to include this new section of roadway into the section titled TRUCK ROUTES DESIGNATED. FINANCIAL IMPACT: None.	
COMMITTEE RECOMMENDATION: Transportation/Traffic Advisory Committee N/A	STAFF RECOMMENDATION: Staff recommends introduction of this ordinance.

INTRODUCTORY ORDINANCE

AMENDING THE CITY OF LAREDO, CODE OF ORDINANCES, SECTION 19-410, ENTITLED *TRUCK ROUTES DESIGNATED*, TO ADD MANGANA-HEIN ROAD, BETWEEN US83 AND CUATRO VIENTOS BOULEVARD (LOOP 20) AND EDIT THE EXTENTS OF LOOP 20 WITHIN THE LISTING OF STREETS AND SECTIONS OF STREETS WHICH ARE ESTABLISHED AND DESIGNATED AS “TRUCK ROUTES, WITHIN THE CITY; PROVIDING FOR SEVERABILITY PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the truck transportation industry is one of the largest industries in the City of Laredo, and therefore results in a high volume of trucks on streets and bridges throughout the City; and,

WHEREAS, Cuatro Vientos Boulevard (Loop 20) roadway has been constructed as an extension of Loop 20 (Bob Bullock Loop) and connects to a point on Mangana-Hein Road; and,

WHEREAS, Cuatro Vientos Boulevard (Loop 20) extends south of SH359 and Bob Bullock Loop (Loop 20) extends north of SH359; and,

WHEREAS, Loop 20 has been rerouted to US83 via Cuatro Vientos Boulevard (Loop 20) to a point where it connects to Mangana-Hein Road (the former section of Loop 20 which connected to US83 has been designated as the Jaime Zapata Memorial Highway); and,

WHEREAS, Loop 20 is already identified as a truck route within the City of Laredo; and,

WHEREAS, the Mangana-Hein Road has recently been incorporated into the corporate limits of the City of Laredo and shall be officially designated as a truck route;

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

Section 1: Chapter 19, Article XI Division 2, Section 19-410, of the City of Laredo Code of Ordinances is hereby amended as follows:

Sec. 19-410. Truck routes designated.

The following streets and sections of streets within the city are established and designated as "truck routes":

- (1) Milo Road between FM 1472 (Mines Road) and IH 35
- (2) FM 1472 (Mines Road) between IH 35 and FM 255 (Dolores Boulevard)
- (3) FM 255 (Dolores Boulevard) between FM 1472 (Mines Road) and the Columbia Solidarity Bridge
- (4) Santa Maria Road between FM 1472 (Mines Road) and Markley Lane
- (5) West Calton Road between Anna Avenue and IH 35
- (6) Mann Road between Santa Maria Avenue and IH 35
- (7) US 59 (Saunders Street) between the corporate City limits and IH 35
- (8) Scott Street westbound only between IH 35 and Santa Isabel Avenue (Exceptions See 8 A)
- (8A) Scott Street eastbound between Santa Isabel Avenue and IH 35 during the hours of 8:00 a.m. to 10:00 a.m. with a City licensed oversize vehicle escort
- (9) Jefferson Street westbound only between IH 35 and Santa Isabel Avenue
- (10) Santa Isabel Avenue between Lafayette Street and Piedregal Street
- (11) Anna Avenue between Jefferson Street and West Calton Road
- (12) US 83 (Zapata Highway) between SH 359 and IH 35
- (13) SH 359 between the corporate City limits and the intersection at US 83 (Zapata Highway)

- (14) US 83 (Zapata Highway) between the corporate City limits to SH 359
- (15) Loop 20 (Bob Bullock Loop) between ~~US 83 (Zapata Highway)~~ Mangana-Hein Road and the World Trade Bridge
- (16) IH 35 between the corporate City limits and the Lincoln-Juarez Bridge (Bridge No. 2)
- (17) Jefferson Street between Santa Isabel Avenue and Anna Avenue
- (18) Killam Industrial Boulevard between FM 1472 (Mines Road) and IH 35
- (19) Airpark Drive between US 59 and Airpark Court
- (20) Airpark Court between Airpark Drive and Bustamante Street
- (21) Maher Avenue northbound only between Bustamante Street and Hillside Road
- (22) Hillside Road westbound only between Maher Avenue and Thomas Avenue
- (23) Thomas Avenue between Bartlett Avenue and Hillside Road
- (24) Gale Street between McPherson Road and Bartlett Avenue
- (25) Thomas Avenue southbound only between Hillside Road and Pappas
- (26) Pappas Street westbound only between Thomas Avenue and Daugherty Avenue
- (27) Daugherty Avenue southbound only between Pappas Street and Bustamante Street
- (28) Bustamante Street between Daugherty Avenue and US 59 (Saunders Street)

Section 2:

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

Section 3:

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

Section 4: Severability

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

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF _____ 2012.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

Melissa A. Vedal w/p

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

COUNCIL COMMUNICATION

<p>DATE: 04/16/2012</p>	<p>SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to execute a multi-year lease with Garros Services, L.L.C. for the management and operation of two separate refrigerated inspection facilities located within the federal import lots at World Trade Bridge and Colombia Solidarity Bridge.</p> <ol style="list-style-type: none"> 1. Lease term is for ten (10) years with right of first refusal for two additional five (5) year terms. 2. Garros Services, L.L.C. will be responsible for collecting from each broker or customer a facility use fee in the amount of \$95.00 per truck and that any and all future increases in the amount of said fee shall require prior city council approval. 3. Monthly compensation to the City will be a flat fee of \$11.88 for each truck that utilizes the refrigerated facilities during inspection by Customs and Border Protection. 4. Garros Services, L.L.C. will be entitled to the remaining amount of \$83.12 for compensation and expenses associated with the management and operation of the refrigeration inspection facilities. 5. Garros Services, L.L.C. will contribute \$15,000.00 annually to a Capital Improvement and Repair Fund to be paid in quarterly installments.
<p>INITIATED BY: Carlos R. Villarreal, City Manager</p>	<p>STAFF SOURCE: Jesus M. Olivares, Assistant City Manager Mario I. Maldonado Jr., Bridge Manager</p>
<p>PREVIOUS COUNCIL ACTION: On November 28, 2011, City Council accepted the proposal submitted by Garros Services, L.L.C. and authorized the execution of an agreement.</p>	
<p>BACKGROUND: The City of Laredo seeks to expedite the exportation and importation of goods crossed through the Laredo Port of Entries. The City of Laredo strives to protect commodities from the elements upon import into the United States during the Customs and Border Protection inspection process. The City has committed towards providing the trade industry with state of the art facilities to accomplish these goals. The City constructed two climate controlled inspection facilities and has a need for the management and operation of these two facilities. Garros Services, L.L.C. represented through its proposal that it had the most experience, expertise, skills, personnel and qualifications to perform such services for the City of Laredo.</p> <p>Garros Services, L.L.C. will manage, operate and provide day to day supervision of two refrigerated inspection facilities owned by the City of Laredo described as follows: Facility One – consisting of approximately 6,223 square feet and located within the federal import lot of the World Trade Bridge located at 11601 FM Road 1472, Laredo, Texas 78045. Facility Two - consisting of approximately 5,531 square feet and located within the federal import lot of the Colombia Solidarity Bridge located at TX 255 W at FM Road 1472, in Dolores, Texas 78045.</p>	
<p>FINANCIAL IMPACT: The City of Laredo will be receiving \$11.88 for each truck that utilizes the refrigerated facilities during inspection by Customs and Border Protection and will be deposited into account #553-4040-351-1071.</p>	
<p>COMMITTEE RECOMMENDATION: Approval for the City Manager to execute lease contract.</p>	<p>STAFF RECOMMENDATION: Approval for the City Manager to execute lease contract.</p>

ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE WITH GARROS SERVICES, L.L.C. FOR THE MANAGEMENT AND OPERATION TWO SEPARATE REFRIGERATED INSPECTION FACILITIES LOCATED WITHIN THE FEDERAL IMPORT LOTS AT WORLD TRADE BRIDGE AND COLOMBIA SOLIDARITY BRIDGE.

1. LEASE TERM IS FOR TEN (10) YEARS WITH RIGHT OF FIRST REFUSAL FOR TWO ADDITIONAL FIVE (5) YEAR TERMS.
2. GARROS SERVICES, L.L.C. WILL BE RESPONSIBLE FOR COLLECTING FROM EACH BROKER OR CUSTOMER A FACILITY USE FEE IN THE AMOUNT OF \$95.00 PER TRUCK AND THAT ANY AND ALL FUTURE INCREASES IN THE AMOUNT OF SAID FEE SHALL REQUIRE PRIOR CITY COUNCIL APPROVAL.
3. MONTHLY COMPENSATION TO THE CITY WILL BE A FLAT FEE OF \$11.88 FOR EACH TRUCK THAT UTILIZES THE REFRIGERATED FACILITIES DURING INSPECTION BY CUSTOMS AND BORDER PROTECTION.
4. GARROS SERVICES, L.L.C. WILL BE ENTITLED TO THE REMAINING AMOUNT OF \$83.12 FOR COMPENSATION AND EXPENSES ASSOCIATED WITH THE MANAGEMENT AND OPERATION OF THE REFRIGERATION INSPECTION FACILITIES.
5. GARROS SERVICES, L.L.C. WILL CONTRIBUTE \$15,000.00 ANNUALLY TO A CAPITAL IMPROVEMENT AND REPAIR FUND TO BE PAID IN QUARTERLY INSTALLMENTS.

WHEREAS, The City of Laredo seeks to expedite the exportation and importation of goods crossed through the Laredo Port of Entries; and

WHEREAS, The City of Laredo strives to protect commodities from the elements upon import into the United States during the Customs and Border Protection inspection process; and

WHEREAS, The City has committed towards providing the trade industry with state of the art facilities to accomplish these goals; and

WHEREAS, The City constructed two climate controlled inspection facilities and has a need for the management and operation of these two facilities; and

WHEREAS, Garros Services, L.L.C. represented through its proposal that it had the most experience, expertise, skills, personnel and qualifications to perform such services for the City of Laredo; and

WHEREAS, Garros Services, L.L.C. will manage, operate and provide day to day supervision of two refrigerated inspection facilities owned by the City of Laredo described as follows: Facility One – consisting of approximately 6,223 square feet and located within the federal import lot of the World Trade Bridge located at 11601 FM Road 1472, Laredo, Texas 78045. Facility Two -

consisting of approximately 5,531 square feet and located within the federal import lot of the Colombia Solidarity Bridge located at TX 255 W at FM Road 1472, in Dolores, Texas 78045.

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

Section 1: Authorizing the City Manager to execute a multi-year lease with Garros Services, L.L.C. for the management and operation of two separate refrigerated inspection facilities located within the federal import lots at World Trade Bridge and Colombia Solidarity Bridge. A copy of said lease is attached hereto as Exhibit A, and incorporated herein.

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 _____, 2012.

Raul G. Salinas, Mayor

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
ASSISTANT CITY ATTORNEY

**AGREEMENT FOR THE MANAGEMENT AND OPERATION OF TWO
REFRIGERATED INSPECTION FACILITIES BY AND BETWEEN THE
CITY OF LAREDO AND GARROS, SERVICES, LLC**

This AGREEMENT for the Management and Operation of two separate refrigerated inspection facilities ("Facilities") located within the federal import lots at World Trade and Colombia Solidarity Bridges ("Agreement") is made by and among the CITY OF LAREDO (also referred hereinafter as "CITY"), a home rule municipal corporation of the State of Texas, and GARROS SERVICES, L.L.C. (also referred hereinafter as "GARROS"), a Texas limited liability company, acting herein by and through their respective duly authorized officers or employees.

RECITALS

WHEREAS, the City of Laredo is a municipal corporation and a local government as defined in V.T.C.A., Government Code 791.003(4) (A); and

WHEREAS, the City of Laredo seeks to expedite the exportation and importation of goods crossed through the Laredo Port of Entries; and

WHEREAS, the City of Laredo strives to protect commodities from the elements upon import into the United States during the Customs and Border Protection inspection process; and

WHEREAS the City has committed towards providing the trade industry with state of the art Facilities to accomplish these goals; and

WHEREAS, the City of Laredo constructed two Facilities located within the import lots of World Trade Bridge and Colombia Solidarity Bridge; and

WHEREAS, the City of Laredo had a need for operations and management services in connection with these Facilities at the Laredo Port of entries and sought request for proposals from qualified vendors; and

WHEREAS, GARROS represented through its proposal that it had the most experience, expertise, skills, personnel, and qualifications to perform such services for the City of Laredo; and

WHEREAS, the City Council, on November 28, 2011, accepted the proposal submitted by GARROS and authorized the execution of an Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

**ARTICLE ONE
SCOPE OF WORK**

Section 1.1 Subject to the terms and conditions set forth in the City of Laredo Request for Proposal (RFP) No. 2011-113 and the requirements of this Agreement, CITY hereby engages GARROS, and GARROS hereby agrees to manage, operate and provide day-to-day supervision of two refrigerated inspection facilities owned by the City of Laredo and more particularly described as follows:

(A) Facility One- Consisting of approximately 6,223 square feet and located within the Federal Import Lot of the World Trade Bridge at 11601 FM Road 1472, Laredo, Texas 78045.

(B) Facility Two- Consisting of approximately 5,531 square feet and located within the Federal Import Lot of the Colombia Solidarity Bride located at TX 255 W at FM Road 1472 in Dolores, Texas 78045.

ARTICLE TWO TERM

Section 2.1 Initial Term. The initial term shall begin from the effective date of this Agreement and continue for a period of ten (10) years. During the first six months of the initial term (“Grace Period”), GARROS shall be allowed to defer payment of fees to CITY as required under Article 8.1 (D) herein. Three years after the effective date of this contract, GARROS shall recompense CITY for all fees deferred during the Grace Period (“Recoupment Amount”) over a period of eighty four months.

Section 2.2 Optional Term. After the expiration of the initial term of this Agreement, GARROS has the right of first refusal for two additional five year terms. GARROS shall provide the CITY with written notice of its intent to renew and extend this Agreement within ninety (90) days of the expiration date. The parties agree that each renewal option shall be subject to a market analysis for purposes of evaluating the amount of the facility use fee.

ARTICLE THREE MANAGEMENT OBLIGATIONS

Section 3.1 In addition to compliance with all applicable federal, state, and local laws and regulations, GARROS shall be solely responsible and accountable under this Agreement for the following express obligations:

- (A) GARROS shall obtain approval to manage and operate the Facilities from Customs and Border Protection (CBP) and the General Services Administration (GSA) and provide the CITY with proof thereof;
- (B) Subject to GARROS obtaining the requisite authorization from Customs

and Border Protection (CBP) and the General Services Administration (GSA), CITY agrees to pay all reasonable costs related to the construction of additional office space as needed by GARROS;

- (C) GARROS shall provide any and all necessary equipment for each facility that includes, but is not limited to, one or more electric forklift;
- (D) GARROS shall at its own expense secure adequate personnel and ensure that proper security clearance is obtained for each of its employees;
- (E) GARROS shall ensure that all of its personnel are adequately trained, knowledgeable and experienced in the operation of loading and unloading equipment and familiar with the proper techniques for stowing cargo;
- (F) GARROS shall use the Facilities and equipment in a safe and appropriate manner for the limited use of providing a climate controlled environment for goods crossed through the Laredo Port of Entries and providing stevedoring services;
- (G) GARROS shall at all times allow other stevedores full use of both Facilities to independently conduct the operation of loading or unloading products, but may in its discretion impose upon the stevedores reasonable cost based fees and conditions;
- (H) GARROS shall maintain the Facilities and equipment in a clean manner and in good operating condition, and shall perform routine preventative maintenance to keep these the Facilities in working condition and/or extend the life of the equipment;

- (I) GARROS shall purchase maintenance service agreements for the Facilities, including but not limited to, its refrigeration system, security equipment, plumbing and electrical system. GARROS shall upon request allow CITY access to inspect the service agreements records for compliance;
- (J) GARROS shall at its own expense repair the Facilities due to normal wear and tear, and shall pay all costs and expenses necessary to repair, replace and restore any damage to the Facilities caused by the negligence, omission, or misconduct by GARROS, a stevedore or an employee thereof;
- (K) GARROS shall secure services and pay all subsequent costs for utilities as needed to operate the Facilities;
- (L) GARROS shall collect a facility use fee in accordance with the provisions of Article Eight herein;
- (M) GARROS shall pay all taxes, special assessments and governmental charges during the term of the contract on the furniture, equipment, trade fixtures, appliances, and other personal property placed by the person or firm; and,
- (N) GARROS shall post a security device, such as a standby letter of credit, in the amount of \$25,000.00 in favor of the City of Laredo in the event of early termination.

ARTICLE FOUR INSURANCE

Section 4.1 During the term of this Agreement, GARROS shall provide, pay for and maintain adequate insurance contained on forms filed with and approved by the Texas Department of Insurance, issued from responsible companies satisfactory to

the City and duly authorized to do business in the State of Texas. The acceptance or delivery to CITY of any Certificate of Insurance does not constitute approval or acceptance by CITY that the following policies have in fact been acquired by GARROS:

- (A)** Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (B)** Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limit of \$1,000,000 for each accident, \$1,000,000 for each disease occurrence, and \$1,000,000 for disease aggregate.
- (C)** Any subcontractor(s) hired by a Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, by a subcontractor.
- (D)** A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 for each occurrence, combined single limit, to include a broad form Comprehensive General Liability Endorsement.

(E) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to Commercial and Comprehensive General Liability;
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions;
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers compensation and all liability policies;
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage;
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) day's notice prior to cancellation or non-renewal of the insurance;
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance;
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances;
8. Contractor may maintain reasonable and customary deductibles, subject to approval by CITY;
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by

AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance; and

10. GARROS shall provide CITY upon request with copies of its most recent insurance forms to verify all required policies are in full force and effect.

ARTICLE FIVE CONFIDENTIALITY AGREEMENT

Section 5.1 Definitions. As used herein, the following terms shall mean:

(A) “Confidential Information” or “Proprietary Information” as used in this agreement shall refer to the name, address, phone number or any other information which reflects the identity of an owner, consignee, exporter, importer, agent or logistics intermediary involved in the sale, purchase, transportation, or customs clearance of products that are clearing customs and entering the Facilities, or that are otherwise being handled or processed by GARROS, or by the stevedores who are providing services for or on behalf of GARROS. The term “Confidential Information” or “Proprietary Information” shall also mean the product type, classification, origin, and destination.

(B) “Disclosing Party” as used in this agreement shall refer to customs brokers who use the Facilities and are who are in possession of confidential information.

Section 5.2 Confidentiality Required. It is recognized that through the performance of its obligations under this contract, GARROS may become privy to sensitive proprietary information belonging to customs brokers who use the Facilities. GARROS agrees to receive Disclosing Party’s proprietary information

under a covenant of confidentiality, establishing a fiduciary relationship between Disclosing Party and GARROS in regards to the Confidential Information. Furthermore, GARROS agrees to accept this information in accordance with and under the following terms, and conditions:

- (A) GARROS shall hold all confidential information in strict confidence;
- (B) GARROS shall disclose confidential information only to those employees of GARROS who need to know such information in order to carry out the purpose of this Agreement and only to the extent necessary for such purpose;
- (C) GARROS shall not disclose any confidential information to affiliates of GARROS without obtaining Disclosing Party's prior written consent;
- (D) GARROS shall take all measures necessary to safeguard the confidential information in order to prevent it from falling into the public domain or into the possession of persons other than those persons authorized hereunder to have any such information. These protective measures shall include but in no event be less than the highest degree of care that GARROS utilizes to protect its own confidential information of a similar nature;
- (E) GARROS shall not remove any copyright notice, trademark notice, and other proprietary legend set forth on or contained within the confidential information;
- (F) GARROS shall not disclose confidential information to any third party or utilize confidential information for its own use except in strict compliance with the provisions of this Agreement; and,

(G) GARROS shall advise its personnel with access to proprietary information of the obligations herein, and shall be liable for any breach of confidentiality by its employees.

Section 5.3 Non-Circumvent. GARROS agrees that the unauthorized disclosure or use of confidential information may cause irreparable harm and significant injury for which money damages may be inadequate or difficult to ascertain. GARROS agrees not to directly or indirectly attempt to contact the Disclosing Party's clients on matters relative to this contact, or to make use of any Confidential Information of the Disclosing Party, except through or with the express written consent of the Disclosing Party as to each such contact and use.

Section 5.4 Remedies. If it becomes evident to CITY that GARROS has violated this covenant and attempted to circumvent the Disclosing Party, GARROS agrees to provide an accounting and repayment to the Disclosing Party of all forms of compensation, commissions, enumerations or benefits for which GARROS received as a result of or in connection with any such failure to comply. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which Disclosing Party may be entitled at law or in equity.

Section 5.5 Indemnification. GARROS AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, EXPENSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES FOR ATTORNEYS AND EXPERT WITNESSES) WHICH RESULT FROM A BREACH OR THREATENED BREACH OF CONFIDENTIALITY AS PROVIDED HEREIN.

Section 5.6 Exceptions. The obligations of GARROS specified in Article Five above and Article Six below shall not apply, and GARROS shall have no further obligations in the event that:

- (A) The proprietary information is generally known to the public at the time of disclosure or becomes generally known through no wrongful act of GARROS;
- (B) The proprietary information is in the possession of GARROS, its associates, agents or representatives at the time of disclosure, rather than as a result of GARROS's breach of any legal obligation;
- (C) The proprietary information becomes known to GARROS, its associates, agents or representatives through disclosure by sources other than Disclosing Party which have the legal right to disclose such proprietary information and which are under no obligation of confidentiality to the Disclosing Party with respect to such proprietary information;
- (D) The proprietary information is independently developed by GARROS, its associates, agents or representatives as can be documented by written records; or,
- (E) The proprietary information is required to be disclosed by GARROS in order to comply with applicable laws or governmental regulations, provided that GARROS provides prior written notice of such disclosure to Disclosing Party and takes reasonable and lawful actions to avoid and minimize the extent of such disclosure.

**ARTICLE SIX
NON-COMPETITION/NON-SOLICITATION**

Section 6.1 During the initial and any optional terms of this contract, and for a period of two (2) years after the termination thereof for any reason, GARROS agrees that:

- (A) It shall not solicit, divert, take away, or attempt to solicit, divert or take away, the business or patronage of any clients, customers or accounts, or prospective clients, customers or accounts, of a Disclosing Party;
- (B) It shall not hire or retain (including as a consultant) any employee or former employee of a Disclosing Party whose identity and qualifications constitute proprietary information; and,
- (C) GARROS AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, EXPENSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES FOR ATTORNEYS AND EXPERT WITNESSES) WHICH RESULT FROM A BREACH OR THREATENED BREACH OF ITS COVENEANT NOT TO SOLICIT AS PROVIDED HEREIN.

**ARTICLE SEVEN
CAPITAL IMPROVEMENT AND REPAIR FUND**

Section 7.1. CITY and GARROS shall establish a capital improvement and repair fund for major improvements and repairs to the refrigerated facility system and equipment not limited to the refrigeration system, plumbing system, lighting and electrical wiring and security surveillance system. In addition, the parties agree:

- (A) CITY and GARROS shall each contribute \$15,000.00 to the capital improvement and repair fund on an annual basis to be paid in quarterly installments. Except for ordinary wear and tear damage that naturally and inevitably occurs as a result of time or damages caused by negligence, omission or misconduct, costs for other major repairs and improvements to the refrigeration system, plumbing system, lighting, electrical and security surveillance system shall be equally shared by both CITY and GARROS;
- (B) The fund will be controlled by the City of Laredo and both parties must mutually agree on the use of funds for major repairs and/or improvements not provided for in. In the event there is no consensus on the use of funds for a particular use, GARROS shall bear the costs of those repairs; and,
- (C) Following termination of this Agreement, fifty percent (50%) of any and all funds remaining in the capital improvement and repair fund shall be paid to GARROS within three (3) months of the CITY receiving reasonable proof that all outstanding bills associated with the management and operation of the Facilities have been paid.

ARTICLE EIGHT FACILITY USE FEES

Section 8.1. With regards to the payment of fees under this contract:

- (A) GARROS agrees that it shall receive payment, deemed fully inclusive of all services and expenses associated with this contract, based on a portion of the flat fee charged to each customer that utilizes the Facilities during inspection by Customs and Border Protection (CBP);

- (B)** GARROS agrees that it shall be responsible for collecting from each broker or customer a facility use fee in the amount of \$95.00 per truck;
- (C)** GARROS agrees that it shall maintain records concerning all customers and payments through a generally recognized accounting basis, and that it shall allow CITY access at reasonable times to inspect and audit such records through its authorized representative or accounting firm;
- (D)** GARROS agrees to pay CITY the amount of \$11.88 from each facility use fee collected pursuant to Article 8.1 (B) above;
- (E)** GARROS agrees that for three years after the effective date of this contract, it shall be entitled to the amount of \$83.12 from each facility use fee collected;
- (F)** GARROS agrees that for the remaining eighty four months of the initial contract term, it shall pay CITY an additional fee in proportion to the Recoupment Amount allowed by Article 2.2 and as determined by Article 8.1 (G) herein;
- (G)** GARROS agrees that on or before the 15th day of the seventh month following the effective date of this contract, it shall submit to CITY a performance report and itemized statement of the fees collected for the initial six months of the contract to include the CITY's Recoupment Amount to be payable over the last eighty four months of the contract;
- (H)** GARROS agrees that no later than the 15th day of the eight month following the effective date of this contract, and monthly thereafter, it shall submit to CITY a performance report and itemized statement together with

payment for its portion of the facility use fees collected from the previous month;

- (I) GARROS agrees that any and all future increases in the facility use fee will require City Council approval before implementation.

ARTICLE NINE DEFAULT

Section 9.1 Notice of Breach. If GARROS breaches any terms or condition of this Agreement or the City of Laredo's RFP No. 2011-113, CITY may give written notice to GARROS by registered or certified mail detailing GARROS's violations.

Section 9.2 Default. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), CITY may, without further notice, declare GARROS to be in default of this Agreement.

Section 9.3 Remedies. Upon a declaration of default, CITY may terminate this Agreement following a duly noticed public meeting. As an alternative to cancellation of this Agreement due to GARROS's breach of any term or condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

ARTICLE TEN GENERAL PROVISIONS

Section 10.1 Notice. Unless otherwise provided in this Agreement, any notice,

communication, request, reply, or advice (“Notice”) to be given, made or accepted by any party must be in writing and may be served in any manner reasonably calculated to reach the other party. Notice sent by certified or registered mail shall be deemed received on the second mail delivery day following the day on which it was posted. Notice by any other method shall be effective when received.

Section 10.2 Addresses. All notices and other documents required or authorized to be given or delivered under the terms of this Agreement shall be to each of the persons listed below as follows:

If to CITY:	CITY of Laredo Attn: Carlos Villarreal CITY Manager 1110 Houston Street Laredo, Texas 78040
With a copy to:	CITY of Laredo Attn: Gustavo Guevara CITY Secretary 1110 Houston Street Laredo, Texas 78040
If to GARROS:	Luis H. Hinojosa 130 Flecha Lane Laredo, Texas 78045 (956) 764-4813 (tel) (956) 753-4878 (fax) lhinojosa@ltx.uni-trade.com
With a copy to:	Adolfo Campero, Jr 315 Calle Del Norte, Suite 207 Laredo, Texas 78041 (956) 796-0330 (tel) (956) 796-0399 (fax) acampero@camperolaw.com

Section 10.3 No Additional Waiver Implied. The failure of any party hereto to insist upon performance of any of the terms, covenants, or conditions of this

agreement shall not be construed to in any way effect the validity of this agreement or to serve as a waiver of such provision, as the obligations with respect to such performance shall continue in full force and effect.

Section 10.4 Immunity as a Defense. No signatory hereto has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

Section 10.5 Warranty. CITY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10.6 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall remain in effect and construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 10.7 Titles. Titles and subtitled Articles contained herein are for convenience only and have no legal or other effect on the terms of this Agreement.

Section 10.8 Assignment. This Agreement shall not be assignable by GARROS in whole or in part without the written consent of the CITY.

Section 10.9 Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and

agreed to the terms and conditions of this Agreement as set forth herein.

EXECUTED this _____ day of _____, 2012, but effective on the date of the signature last affixed to this page.

**“CITY OF LAREDO, TEXAS
“CITY”**

**GARROS SERVICES, LLC
“GARROS”**

CARLOS VILLARREAL
City Manager
DATE: _____

EDUARDO GARZA ROBLES
Partner
DATE: _____

RAQUEL SAN MIGUEL
Partner
DATE: _____

JOSE SALVADOR ROSAS QUINTANILLA
Partner
DATE: _____

By Authority of Council Action:

Dated _____

Attest:

GUSTAVO GUEVARA
City Secretary

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

KRISTINA K. LAUREL HALE
Assistant City Attorney

ADOLFO CAMPERO
Attorney for Garros Services, Inc.

DATE: _____

DATE: _____

COUNCIL COMMUNICATION

DATE: 04-16-2012	SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to execute a lease agreement with Eagle Creek Broadcasting of Laredo, LLC for the use of Lots 1 & 12, Block 727 W.D. for expansion of parking facilities for City impoundment services and additional parking for patrons of the Laredo Animal Shelter. The lease term is for two years at no cost to the City, with an option to renew provided that the City make the necessary parking improvements and maintain 3 neighboring lots owned by Eagle Creek Broadcasting.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Ronnie Acosta Community Development Director
PREVIOUS ACTION: At the March 24, 2012 Strategic Planning Workshop, City Council directed staff to initiate negotiations with the Laredo Animal Shelter to address impoundment services.	
BACKGROUND: City staff determined that parking facilities at the Laredo Animal Shelter were inadequate for the planned City impoundment services slated to begin this summer. Expansion of parking facilities was recommended to provide for City and patron use. City Staff contacted Eagle Creek Broadcasting and has negotiated a lease agreement for two vacant lots, (Lots 1 & 12, Blk. 727) located along Poggenpohl for use as supplementary parking. Additional parking will serve for both impoundment services provided by the City and the public conducting business at the Laredo Animal Shelter. The negotiated lease agreement provides for a two year lease at no cost to the City with an option to renew. City will provide all parking lot improvements to include fencing, lighting and all paving estimated at approximately \$40,000. In addition, access to area for KVTV –TV operations will remain. The lease terms also include weed control of 3 vacant lots owned by Eagle Broadcasting, located within the adjacent block.	
FINANCIAL IMPACT: None.	
COMMITTEE RECOMMENDATION: N/A	STAFF: That this Ordinance be introduced.

INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH EAGLE CREEK BROADCASTING OF LAREDO, LLC FOR THE USE OF LOTS 1 & 12, BLOCK 727 W.D. FOR EXPANSION OF PARKING FACILITIES FOR CITY IMPOUNDMENT SERVICES AND ADDITIONAL PARKING FOR PATRONS OF THE LAREDO ANIMAL SHELTER. THE LEASE TERM IS FOR TWO YEARS AT NO COST TO THE CITY, WITH AN OPTION TO RENEW PROVIDED THAT THE CITY MAKE THE NECESSARY PARKING IMPROVEMENTS AND MAINTAIN 3 NEIGHBORING LOTS OWNED BY EAGLE CREEK BROADCASTING.

WHEREAS, the City Council on March 24, 2012 directed staff to move forward with plans for impoundment services at the Laredo Animal Shelter, and

WHEREAS, parking deficiencies were found to exist at the Laredo Animal shelter, and

WHEREAS, City staff has negotiated a lease agreement with Eagle Creek Broadcasting for the use of two vacant lots, (Lots 1& 12, Block 727) which abut the Laredo Animal Shelter, for two years at no cost, provided that the City make the necessary parking improvements and maintain 3 neighboring lots owned by Eagle Creek Broadcasting, and

WHEREAS, parking improvements by the City are needed for impoundment services and patron use

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

- 1. The City Council authorizes the City Manager to execute a lease agreement with Eagle Creek Broadcasting of Laredo, LLC for the use of Lots 1 & 12, Block 727 W.D. for expansion of parking facilities for City impoundment services and additional public parking for patrons of the Laredo Animal Shelter.**
- 2. The lease term is for two years at no cost to the city, with an option to renew provided that the City make the necessary parking improvements and maintain 3 neighboring lots owned by Eagle Creek Broadcasting.**

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE _____ DAY OF _____, 2012.

RAUL G. SALINAS

MAYOR

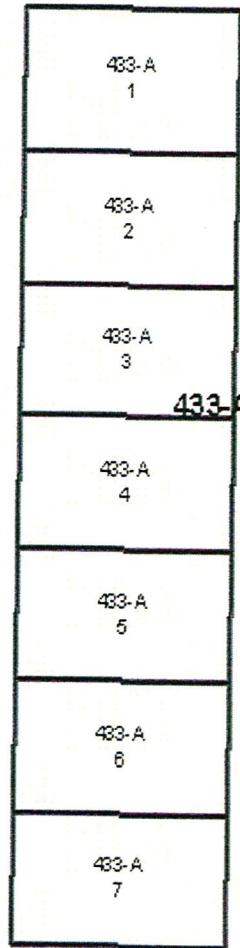
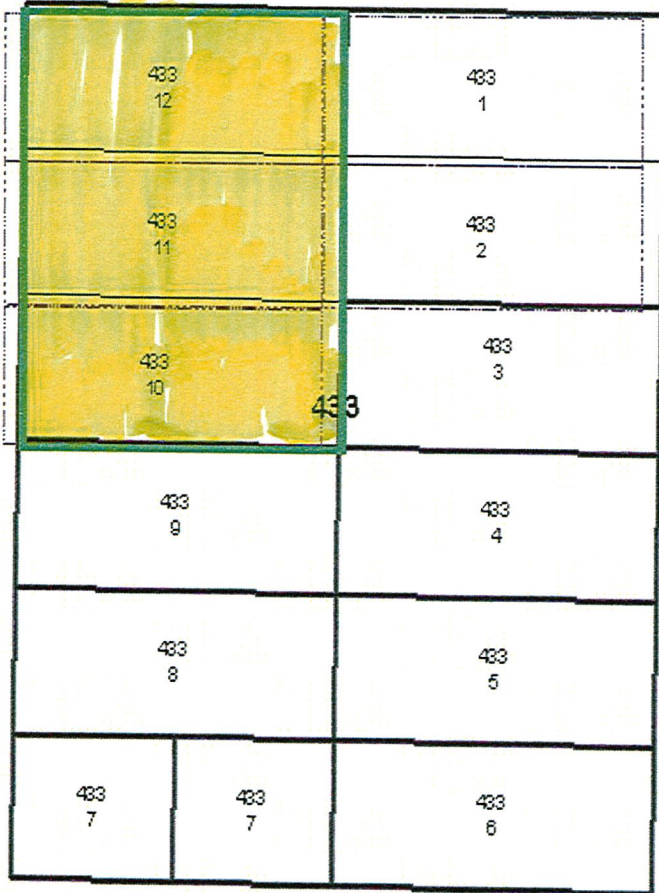
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

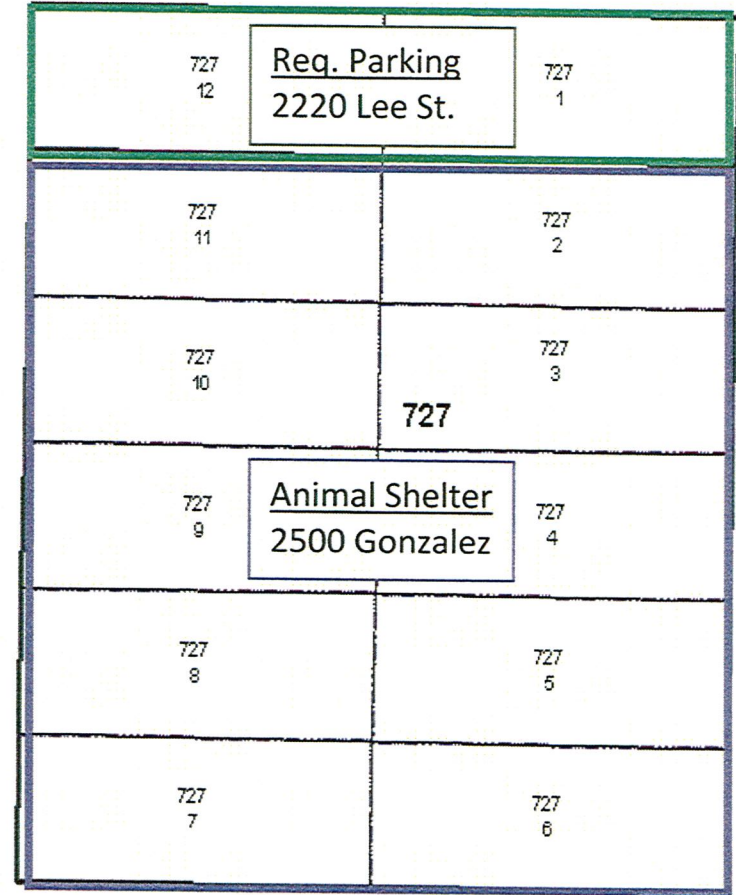
APPROVED AS TO FORM;
RAUL CASSO
CITY ATTORNEY

BY: Melissa A. Vidal
MELISSA VIDAL
ASSISTANT CITY ATTORNEY

Lots req. for Maint.
2219 Camp Ave.



FOGGENPOHL ST



LEE AVE

72
9 & 8

COUNCIL COMMUNICATION

DATE: April 16, 2012	SUBJECT: FINAL READING OF ORDINANCE NO. 2012-0-058 Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, Section 19-360, Parking Meters, of the Code of Ordinances of the City of Laredo, establishing the availability of residential parking meter permit contracts for parking meter spaces located west of Santa Maria Avenue and north of Hidalgo Street at a non-refundable yearly rate of fifteen dollars (\$15.00) per permit with a limit of two permits per residence and to provide for severability, publication and effective date.	
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Roberto Murillo, P.E., P.T.O.E, Traffic Safety Manager Jesus Olivares, Asst. City Manager	
PREVIOUS COUNCIL ACTION: Public Hearing & Introductory Ordinance approved by Mayor and City Council on 04-2-2012.		
BACKGROUND: Several residents have voiced concerns regarding the inconvenience of feeding the parking meters adjacent to their residences. There are times in which they do not feed parking meters on time and therefore, accumulating parking citations and resulting in vehicle immobilization. The current parking meter rate for parking meters located west of Santa Maria Avenue, bounded by Santa Maria on the east, Hidalgo Street on the south, Santa Cleotilde on the west, and Moctezuma Street on the north, is 25 cents per hour on a ten-hour time limit. Under this proposed ordinance amendment, residential parking meter permit contracts will be established at a non-refundable yearly rate of fifteen dollars (\$15.00) per permit. To the extent that the imposition of any fee, requirement or other provision set forth in the division would be inconsistent with a controlling state or federal law, then this division shall be construed and applied in a manner that conforms to the applicable state or federal law. Contract may be approved as submitted or modified subject to the provision herein provided, unless it is determined that the application is incomplete or materially untruthful; or there exists any unresolved parking citations for any vehicles owned by the applicant. Proof such as utility bills will be required to establish a residential parking meter permit. Permits are personal to the permit holder and may not be assigned or used by any other persons, will not authorize reserving parking meters spaces and will not guarantee parking space availability. Upon establishing a contract, a residential parking meter permit/tag will be issued to be displayed on the front of the vehicle's windshield visible to enforcement officers at all times. Upon written notification to the holder, a permit may be suspended or revoked if the parking official determines that it was issued by error, that the parking space is having unanticipated adverse affects upon vehicular or pedestrian traffic, or that the holder has not complied with any applicable term of the permit. This item was on agenda to present to the Transportation and Traffic Safety Advisory Committee meeting on March 14, 2012. Meeting was cancelled due to no quorum.		
FINANCIAL IMPACT: None.		
COMMITTEE RECOMMENDATION: On agenda to present to the Transportation and Traffic Safety Advisory Committee on March 14, 2012. Meeting cancelled due to no quorum.	STAFF RECOMMENDATION: Staff recommends introduction of this ordinance as presented.	

ORDINANCE NO. 2012-0-058

AMENDING CHAPTER 19, MOTOR VEHICLE AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, SECTION 19-360, PARKING METERS, OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, ESTABLISHING THE AVAILABILITY OF RESIDENTIAL PARKING METER PERMIT CONTRACTS FOR PARKING METER SPACES LOCATED WEST OF SANTA MARIA AVENUE AND NORTH OF HIDALGO STREET AT A REDUCED NON-REFUNDABLE YEARLY RATE OF FIFTEEN DOLLARS (\$15.00) PER PERMIT WITH A LIMIT OF TWO PERMITS PER RESIDENCE UPON PROOF OF RESIDENCY IN AREA AND TO PROVIDE FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the Parking Enforcement Division is authorized to apply regulations governing parking operations in the City of Laredo; and

WHEREAS, the residential parking meters permit contracts will only be made available for parking meter spaces located west of Santa Maria Avenue, bounded by Santa Maria Avenue on the east, Hidalgo Street on the south, Santa Cleotilde Avenue on the west, and Moctezuma Street on the north all which parking fees are currently 25 cents per hour with a ten (10) hour time limit; and

WHEREAS, the residential parking meter permit contracts are limited to two per residence upon proof of residency in area, non-transferable, will not authorize reserving parking meters spaces and will not guarantee parking space availability; and

WHEREAS, the residential parking meter permit shall be displayed on the front of the vehicle's windshield visible to enforcement officers at all times when parked in a parking meter space; and

WHEREAS, the permits are personal to the permit holder and may not be assigned or used by any other persons; and

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

SECTION 1. AMENDMENT

Chapter 19, Motor Vehicles and Traffic, Article VIII, Stopping, Standing or Parking, Section 19-360 of the Code of Ordinances of the City of Laredo is hereby amended as follows:

Sec. 19-360. Parking Meters.

a) The following length of time for parking a vehicle in a parking space and the amount of money charged for such length of time, respectively, for so using parking spaces, are hereby established:

(1) Six (6) minutes for each nickel, twelve (12) minutes for each dime, thirty (30) minutes for each quarter with a two-hour maximum parking limit for parking meters installed in the following streets: Matamoros Street, Farragut Street, Hidalgo Street, Lincoln Street, Iturbide Street, Grant Street, Zaragoza Street, between Santa Ursula Avenue on the east and Santa Maria Avenue on the west and also including the 1500, and 1600 blocks of Water Street and on the following avenues all east of Santa Maria which include, San Eduardo Avenue, San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue, San Agustin Avenue, Flores Avenue, Convent Avenue, Salinas Avenue, and Juarez Avenue.

(2) Twelve (12) minutes for each nickel, twenty-four (24) minutes for each dime, and sixty (60) minutes for each quarter, with a ~~four-hour~~ an ten hour time limit, for all other parking meters installed west of Santa Maria Avenue, bounded by Santa Maria on the east, Hidalgo Street on the south, Santa Cleotilde on the west, and Moctezuma Street on the north, shown on Exhibit 1.

(2.1) A parking meter permit contract may be obtained, one per person, at the Parking Enforcement Division office at a non-refundable fee of forty dollars (\$40.00) per parking meter space. To the extent that the imposition of any fee, requirement or other provision set forth in the division would be inconsistent with a controlling state or federal law, then this division shall be construed and applied in a manner that conforms with the applicable state or federal law. Contract may be approved as submitted or modified subject to the provision herein provided, unless it is determined that the application is incomplete or materially untruthful; or there exists any unresolved parking citations for any vehicles owned by the applicant. Permits are personal to the permit holder and may not be assigned or

used by any other persons, will not authorize reserving parking meters spaces and will not guarantee parking space availability. Upon establishing a contract, a parking meter permit/tag will be issued to be displayed on the front of the vehicle's windshield visible to enforcement officers at all times. Upon written notification to the holder, a permit may be suspended or revoked if the parking official determines that it was issued by error, that the parking space is having unanticipated adverse affects upon vehicular or pedestrian traffic, or that the holder has not complied with any applicable term of the permit.

(2.2) [A residential parking meter permit contract may be obtained, limit two per residence, at the Parking Enforcement Division office at a non-refundable yearly fee of fifteen dollars (\$15.00) per permit. To the extent that the imposition of any fee, requirement or other provision set forth in the division would be inconsistent with a controlling state or federal law, then this division shall be construed and applied in a manner that conforms with the applicable state or federal law. Contract may be approved as submitted or modified subject to the provision herein provided, unless it is determined that the application is incomplete or materially untruthful; or there exists any unresolved parking citations for any vehicles owned by the applicant(s). Permits are personal to the permit holder and may not be assigned or used by any other persons, will not authorize reserving parking meters spaces and will not guarantee parking space availability. Proof such as utility bills, must be submitted while establishing a contract. A residential parking meter permit/tag will be issued to be displayed on the front of the vehicle's windshield visible to enforcement officers at all times. Upon written notification to the holder, a permit may be suspended or revoked if the parking official determines that it was issued by error, that the parking space is having unanticipated adverse affects upon vehicular or pedestrian traffic, or that the holder has not complied with any applicable term of the permit/contract.]

(3) Six (6) minutes for each nickel, twelve (12) minutes for each dime, and thirty (30) minutes for each quarter with a four-hour maximum parking limit for all parking meters in City Parking Lots installed within the established parking meter zones shown on Exhibit 1.

(4) Six (6) minutes for each nickel, twelve (12) minutes for each dime, thirty (30) minutes for each quarter with a four-hour maximum parking limit for parking meters installed in the following streets and avenues: Scott Street, Moctezuma Street, Washington Street, Victoria Street, Houston Street, between Santa Ursula Avenue on the east and Santa Maria Avenue on the west...also on the following avenues north of Houston Street which include San Eduardo Avenue, San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue, San Agustin Avenue, Flores Avenue, Convent Avenue, Salinas Avenue, and Juarez Avenue.

(b) Said parking meters shall be operated in said parking meter zones every day between the hours of 8:00 a.m. and 6:00 p.m., Central Standard Time or other standard time established or proclaimed by the United States for an area including the city, except Sundays and holidays; provided however, that within the meaning of this section the term "holiday" shall include the following days only: the first day of January, the fourth of July, the first Monday in September, the twenty-fifth day of December, and the day designated and set aside by the President of the United States as a day of Thanksgiving and all other holidays observed by the City of Laredo.

(c) Parking meters on Main Avenue and Davis Avenue between Hidalgo Street on the north and Zaragoza Street on the south, and all meters east of San Eduardo, between Moctezuma Street on the north and Iturbide Street on the south, as shown on Exhibit 1, were removed and are no longer operational.

SECTION 2: SEVERABILITY

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

SECTION 3: PUBLICATION

This ordinance shall become effective upon its passage following the date of publication required pursuant to the provisions set for in Section 2.09 (d) of the City Charter.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS _____ DAY OF _____, 2012.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

**APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY**

**KRISTINA HALE
ASSISTANT CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: FINAL READING ORDINANCE 2012-O-059 AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL FUNDING IN THE AMOUNT OF \$155,208.00 WITH AN IN-KIND MATCH OF \$15,560.00 FOR A TOTAL GRANT AMOUNT OF \$465,327.00 FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND AMEND THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FY 2011-2012 ANNUAL BUDGET FOR CONTINUATION OF PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM FOR THE TERM PERIOD OF AUGUST 1, 2011 THROUGH JULY 31, 2012.
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INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
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PREVIOUS COUNCIL ACTION: On April 2, 2012, Council introduced the Ordinance.

BACKGROUND:

The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department.

For this effort, the City of Laredo Health Department conducts public health surveillance and response to all public health threats as well public health emergencies in support of the Centers for Disease Control and Prevention (CDC) and the Department of State Health Services cooperative agreement. The City of Laredo Health Department through this partnership provides additional Public Health Emergency Preparedness and Response, through federally funded support designed to develop local public health jurisdiction preparedness at the local level and integrate with the state and national preparedness response to bioterrorism, outbreaks of infectious disease, all hazards response as well to other public health threats and emergencies. In addition to surveillance, disease reporting, disease control activities, public health interventions and lab testing; CLHD also provides risk communication; sheltering, medical special needs support and have the local charge for the Strategic National Stockpile supplies. These efforts are conducted to promote safety and contain disease as well as promote wellness. The PHEP services include the counties of Webb, Zapata, Jim Hogg, and Duval. These additional funds will assist with staff training, laboratory and communications.

The Health Department will continue this partnership and cooperation within and between jurisdictions in the State of Texas related to activities including but not limited to, planning activities, exercises, training and response to events or emergencies. The efforts of the department are critical not only to Laredo but to the region the state and nation as the Texas-Mexico border is the first line of defense.

BUDGET ON NEXT PAGE

FINANCIAL: The City of Laredo will receive additional funds of \$155,208.00 for a total of \$422,285.00 with an in-kind match of \$15,560.00 for a total of \$43,042.00 from the Texas Department of State Health Services for term period of August 1, 2011 to through July 31, 2012. The expense account 226-6010 HEBT04 will increase by \$170,768.00. The revenue account 226-0000-323-4089 will increase by \$155,208.00 and the revenue account 226-0000-372-1100 will increase by \$15,560.00.

COMMITTEE RECOMMENDATION:	STAFF: Recommends that Council introduce the ordinance.
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ORDINANCE 2012-O-059

AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL FUNDING IN THE AMOUNT OF \$155,208.00 WITH AN IN-KIND MATCH OF \$15,560.00 FOR A TOTAL GRANT AMOUNT OF \$465,327.00 FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND AMEND THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FY 2011-2012 ANNUAL BUDGET FOR CONTINUATION OF PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM FOR THE TERM PERIOD OF AUGUST 1, 2011 THROUGH JULY 31, 2012.

WHEREAS, The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department; and

WHEREAS, The City of Laredo Health Department shall perform activities in support of the Centers for Disease Control and Prevention (CDC) a cooperative agreement work plan for the Public Health Emergency Preparedness, which is federally funded and designed to upgrade and integrate state and local public health jurisdictions' preparedness for the response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. The PHEP services include the counties of Webb, Zapata, Jim Hogg, and Duval and these additional funds will assist with staff training, laboratory and communications; and

WHEREAS, The Health Department will continue partnership and cooperation within and between jurisdictions in the State of Texas related to activities including but not limited to, planning activities, exercises, training and response to events or emergencies.

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

Section 1: Authorizing the City Manager to accept additional funding in the amount of \$155,208.00 with an in-kind match of \$15,560.00 for a total grant amount of \$465,327.00 from the Department of State Health Services (DSHS) and amend the City of Laredo Health Department FY 2011-2012 Annual Budget for Public Health Emergency Preparedness and Response Program for the term period of August 1, 2011 through July 31, 2012.

Section 2: The expense account 226-6010 HEBT04 is hereby increased by \$170,768.00. The revenue account 226-0000-323-4089 is hereby increased by \$155,208.00 and the revenue account 226-0000-372-1100 is hereby increased by \$15,560.00.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2012.

**HON. RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

Health Emergency Preparedness
 FY 2011-2012
 226-6010-HEBT04

BUDGET

CATEGORIES				
REVENUES		Original	Amended	New Total
REVENUES	\$	267,077.00	155,208	422,285
IN-KIND MATCH		27,382.00	15,660	43,042
TOTAL REVENUES	\$	294,459.00	170,868	465,327
EXPENSES				
PERSONNEL	\$	174,135.00	0	174,135
FRINGE BENEFITS		74,264.00	0	74,264
TRAVEL		0.00	5,542	5,542
EQUIPMENT		0.00	43,501	43,501
SUPPLIES		1,200.00	4,114	5,314
CONTRACTUAL		0.00	87,901	87,901
OTHER		17,478.00	14,150	31,628
IN-KIND MATCH		27,382	15,660	43,042
TOTAL	\$	294,459	170,868	465,327

COUNCIL COMMUNICATION

DATE 4-16-12	SUBJECT: RESOLUTION NO. 2012-R-028 Accepting the donation of a 9,298 Square Foot Utility Easement from Broadacres Apartments Company, A Texas Limited Partnership, for the Canal Street Drainage Improvements Project, Phase 3. Said Utility Easement being out of a 7.0 acres tract of land owned by Broadacres Apartments Company, as recorded in Volume 1838, Pages 118-121 of the Webb County Deed Records, Texas and described on attached as Exhibit 1.	
INITIATED BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Ronnie Acosta . CD Director
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The City of Laredo is in the process of initiating the Canal Street Drainage Improvements Project, Phase III. Said project is designed to alleviate flooding on Canal Street from McPherson Avenue to San Francisco Avenue. In that regard, Ms. Brenda Eastland, Vice President of Broadacres Apartments Company, a Texas Limited Partnership, has executed a Utility Easement conveyance instrument, as described in attached Exhibit 1, through boundary survey and metes and bounds.		
FINANCIAL IMPACT: None		
COMMITTEE RECOMMENDATION: None	STAFF RECOMMENDATION: Staff recommends approval of Resolution.	

RESOLUTION NO. 2012-R-028

ACCEPTING THE DONATION OF A 9,298 SQUARE FOOT UTILITY EASEMENT FROM BROADACRES APARTMENTS COMPANY, A TEXAS LIMITED PARTNERSHIP, FOR THE CANAL STREET DRAINAGE IMPROVEMENTS PROJECT, PHASE 3. SAID UTILITY EASEMENT BEING OUT OF A 7.0 ACRES TRACT OF LAND OWNED BY BROADACRES APARTMENTS COMPANY, AS RECORDED IN VOLUME 1838, PAGES 118-121 OF THE WEBB COUNTY DEED RECORDS, TEXAS; AND DESCRIBED ON ATTACHED EXHIBIT 1.

WHEREAS, the City of Laredo is in the process of initiating the Canal Street Drainage Improvements Project, Phase 3; and

WHEREAS, said project is designed to alleviate flooding on Canal Street from McPherson Avenue to San Francisco Avenue; and

WHEREAS, in that regard, Ms. Brenda Eastland, Vice President of Broadacres Apartments Company, a Texas Limited Partnership, has executed a Utility Easement conveyance instrument, as described in attached Exhibit 1 through boundary survey and metes and bounds description.

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

- A. It hereby accepts the donation of a 9,298 square foot Utility Easement from Broadacres Apartments Company, A Texas Limited Partnership, for the Canal Street Drainage Improvements Project, Phase 3. Said Utility Easement being out of a 7.0 acres tract of land owned by Broadacres Apartments Company, as recorded in Volume 1838, Pages 118-121 of Webb County Deed Records, Texas; and described on attached as Exhibit 1.
- B. This resolution shall become effective on passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS, THE _____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO IV
CITY ATTORNEY

By: Melissa A. Vidal
MELISSA VIDAL
ASST. CITY ATTORNEY

UTILITY EASEMENT

THE STATE OF TEXAS

§

COUNTY OF WEBB

§

§

THAT Broadacres Apartments Company, a Texas Limited Partnership, hereinafter referred to as "Grantor" in hand paid by the City of Laredo, a home rule city and political subdivision of the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of the benefits to be derived by Grantor from the placing of water main, sanitary sewer mains, storm sewer mains and public utilities on the premises hereinafter described, have this day Granted and Conveyed, and by these presents, do hereby Grant and Convey unto the City of Laredo, a municipal corporation situated in Webb County, Texas, an easement to construct, reconstruct and perpetually maintain water mains, sanitary mains, storm sewer mains and public utilities, together with the right to make connections and such other construction and improvements incidental to the construction and maintenance of such lines in, upon and across the following described land, to wit:

A 9,298 Square Foot Tract of Land, more or less, situated in survey 1019, Santiago, Abstract 62, Northern Division of the City of Laredo, Webb County, Texas. Being out of a called 7.0 acre tract of land owned by Broadacres Apartment Company as recorded in Volume 1838, Pages 118-121 of the Webb County Deed Records, Texas.

TO HAVE AND TO HOLD the same perpetually to the City of Laredo, its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said water mains, sanitary sewer mains, storm sewer mains and public utilities, and for making connections therewith.

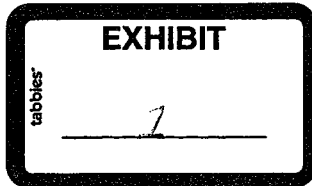
EXECUTED TO BE EFFECTIVE as of the 29th day of March, 2012.

BROADACRES APARTMENTS COMPANY,
A TEXAS LIMITED PARTNERSHIP

By: Housing Services, Inc. S.P.
Brenda J. Eastland

Printed Name: Brenda J. Eastland

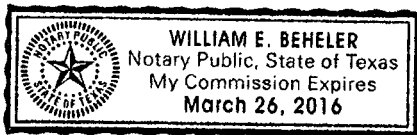
Title: Vice President



ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF ~~WEBB~~ McLENNAN §

This instrument was acknowledged before me on MARCH 29th, 2012, by BRENDA EASTLAND of Broadacres Apartments Company, a Texas Limited Partnership, on behalf of said corporation.



William E Beheler
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: WILLIAM E Beheler
My Commission Expires: MARCH 26, 2016

STATE OF TEXAS §
COUNTY OF WEBB §

This instrument was acknowledged before me on _____, 2012, by _____ of The City of Laredo, a municipal corporation.

NOTARY PUBLIC, STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____



ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
9,298 SQUARE FOOT UTILITY EASEMENT
OUT OF BROADACRES APARTMENT COMPANY TRACT

A 9,298 SQUARE FOOT TRACT OF LAND, MORE OR LESS, SITUATED IN SURVEY 1019, SANTIAGO, ABSTRACT 62, NORTHERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS. BEING OUT OF A CALLED 7.0 ACRE TRACT OF LAND OWNED BY BROADACRES APARTMENT COMPANY AS RECORDED IN VOLUME 1838, PAGES 118-121 OF THE WEBB COUNTY DEED RECORDS, TEXAS. THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at a found fence corner post being the westerly corner of said Broadacres Apartment Company 7.0 acre tract for westerly corner of this tract and the **TRUE POINT OF BEGINNING**;

THENCE, N 10°00'36" E, along the northwest boundary line of said Broadacres Apartment Company 7.0 acre tract, a distance of **15.00 FEET** to, for an exterior corner hereof;

THENCE, S 80°19'24" E, paralleling the southerly boundary line of said 7.0 acre tract with a 15 foot offset north, a distance of **508.25 FEET** to a deflection point left;

THENCE, N 73°32'56" E, a distance of **111.72 FEET** to a point on the east boundary line of said 7.0 acre tract also being on the west right of way line of McPherson Rd, for an exterior corner hereof;

THENCE, S 10°00'36" W, along said east boundary line of 7.0 acre tract and the west right of way line of said McPherson Rd., a distance of **16.76 FEET** to a set ½" iron rod, for an exterior corner hereof;

THENCE, S 73°32'56" W, a distance of **107.73 FEET** to the southerly boundary line of said 7.0 acre tract of land, for an exterior corner hereof;

THENCE, N 80°19'24" W, along the southerly boundary line of said 7.0 acre tract, a distance of **511.82 FEET** to the point of beginning for this 9,298 square foot tract of land, more or less.

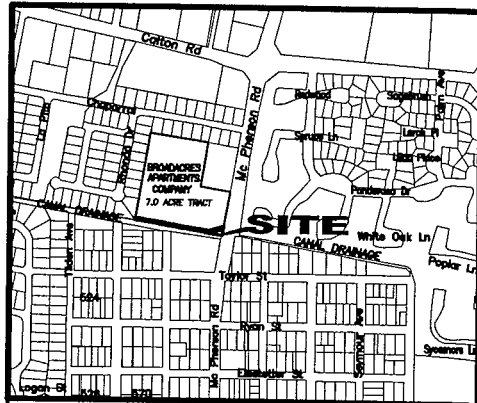
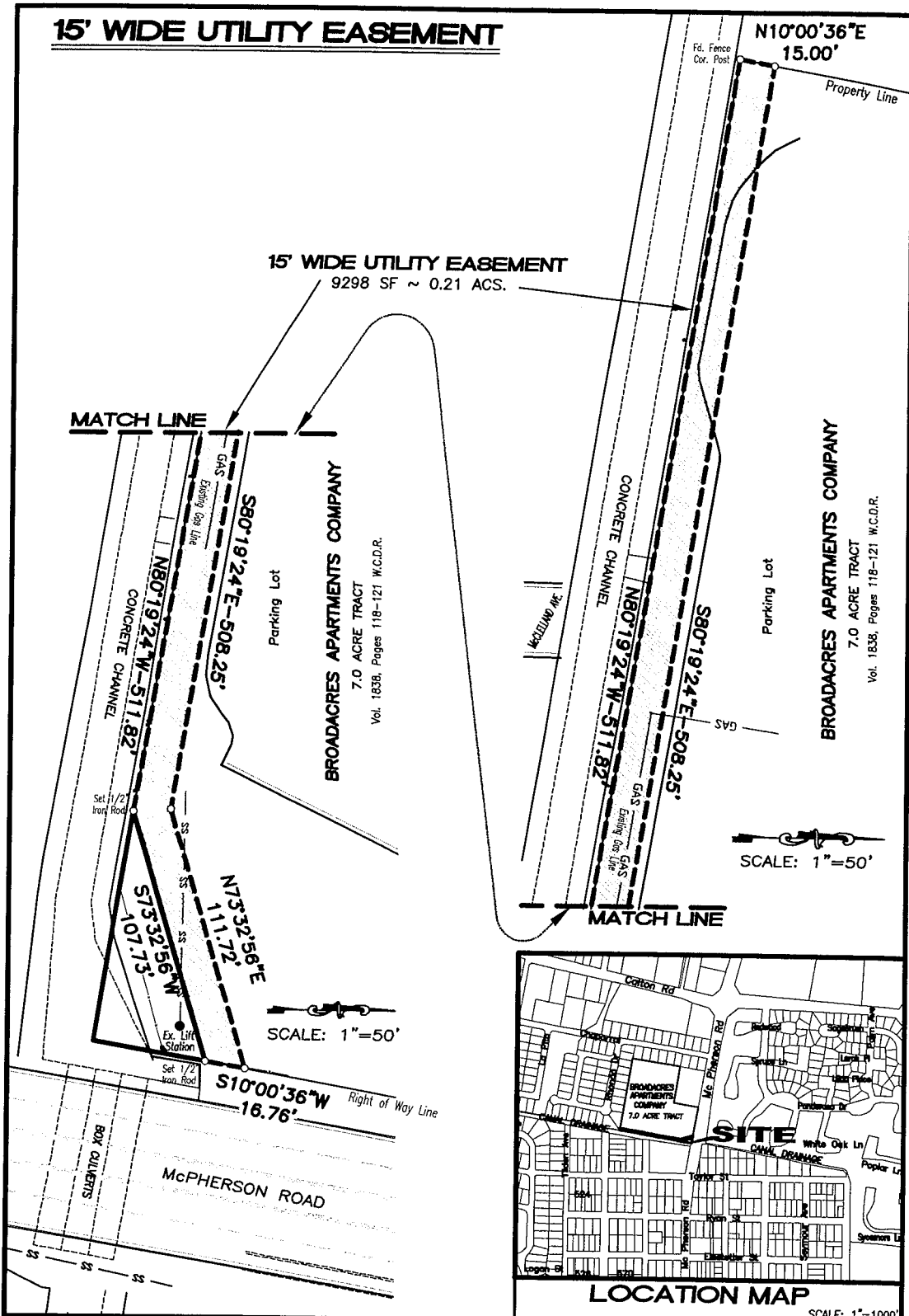
Basis of Bearing according to Broadacres Apartment Company 7.0 acre tract of land recorded in volume 1838, pages 118-121 of the Webb County Map Records, Texas.

SHEET 2 OF 2

www.howlandcompanies.com

7615 N. Bartlett Avenue / P.O. Box 451128 (78045) / Laredo, TX 78041 / P. 956.722.4411 / F. 956.722.5414
TBPE Firm Registration No. F-4097 / TBPLS Firm Registration No. 100464-00

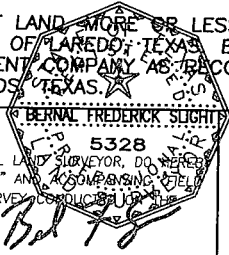
15' WIDE UTILITY EASEMENT



SURVEY OF

A 9298 SF (0.21 AC.) TRACT OF LAND, MORE OR LESS, SITUATED IN SURVEY 1019, ABSTRACT 62, NORTHERN DIVISION OF THE CITY OF LAREDO, TEXAS, BEING OUT OF THAT 7.0 ACRE TRACT OF LAND OWNED BY BROADACRES APARTMENTS COMPANY AS RECORDED IN VOLUME 1838, PAGES 118-121 OF THE WEBB COUNTY DEED RECORDS, TEXAS.

STATE OF TEXAS:
 COUNTY OF WEBB
 I, BERNAL F. SLIGHT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING "PLAT OF SURVEY" AND "COMPANING NOTES" ARE A TRUE REPRESENTATION OF A SURVEY CONDUCTED BY ME ON THE GROUND UNDER MY SUPERVISION.
 THIS THE 20th DAY OF DECEMBER, 2011.



HOWLAND
 ENGINEERING AND SURVEYING CO.
 TBPE Firm Registration No. F-40971 | TBPLS Firm Registration No. 100464-00
 7615 N. Bartlett Avenue | P.O. Box 451128 | Laredo, TX, 78041
 P. 956.722.4411 | F. 956.722.5414
 www.howlandcompanies.com

COUNCIL COMMUNICATION

DATE 4-16-12	SUBJECT: RESOLUTION NO. 2012-R-029 Accepting the donation of a 2,288 parcel of land from Broadacres Apartments Company, A Texas Limited Partnership, for the Canal Street Drainage Improvements Project, Phase 3. Said Utility Easement being out of a 7.0 acres tract of land owned by Broadacres Apartments Company, as recorded in Volume 1838, Pages 118-121 of the Webb County Deed Records, Texas and described on attached as Exhibit 1.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Ronnie Acosta . CD Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: The City of Laredo is in the process of initiating the Canal Street Drainage Improvements Project, Phase III. Said project is designed to alleviate flooding on Canal Street from McPherson Avenue to San Francisco Avenue. In that regard, Ms. Brenda Eastland, Vice President of Broadacres Apartments Company, a Texas Limited Partnership, has executed a General Warranty Deed conveying a 2,288 square foot parcel of land to the City of Laredo, as described in attached Exhibit 1, through boundary survey and metes and bounds.	
FINANCIAL IMPACT: None	
COMMITTEE RECOMMENDATION: None	STAFF RECOMMENDATION: Staff recommends approval of Resolution.

RESOLUTION NO. 2012-R-029

ACCEPTING THE DONATION OF A 2,288 SQUARE FOOT PARCELOF LAND FROM BROADACRES APARTMENTS COMPANY, A TEXAS LIMITED PARTNERSHIP, FOR THE CANAL STREET DRAINAGE IMPROVEMENTS PROJECT, PHASE 3. SAID PARCEL BEING OUT OF A 7.0 ACRES TRACT OF LAND OWNED BY BROADACRES APARTMENTS COMPANY, AS RECORDED IN VOLUME 1838, PAGES 118-121 OF THE WEBB COUNTY DEED RECORDS, TEXAS; AND DESCRIBED ON ATTACHED EXHIBIT 1.

WHEREAS, the City of Laredo is in the process of initiating the Canal Street Drainage Improvements Project, Phase 3; and

WHEREAS, said project is designed to alleviate flooding on Canal Street from McPherson Avenue to San Francisco Avenue; and

WHEREAS, in that regard, Ms. Brenda Eastland, Vice President of Broadacres Apartments Company, a Texas Limited Partnership, has executed a General Warranty Deed conveying a 2,288 square foot parcel of land to the City of Laredo, as described in attached Exhibit1 through boundary survey and metes and bounds description.

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

- A. It hereby accepts the donation of a 2,288 square foot parcel of land from Broadacres Apartments Company, A Texas Limited Partnership, for the Canal Street Drainage Improvements Project, Phase 3. Said parcel being out of a 7.0 acres tract of land owned by Broadacres Apartments Company, as recorded in Volume 1838, Pages 118-121 of Webb County Deed Records, Texas; and described on attached as Exhibit 1.
- B. This resolution shall become effective on passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS, THE _____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO IV
CITY ATTORNEY

By: Melissa A. Vidal
MELISSA VIDAL
ASST. CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 §
 COUNTY OF ~~WEBB~~ **McLENNAN** § KNOW ALL MEN BY THESE PRESENTS

THAT THE UNDERSIGNED, Broadacres Apartments Company, a Texas Limited Partnership, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto City of Laredo, a municipal corporation, herein referred to as "Grantee," whether one or more, the real property described to wit:

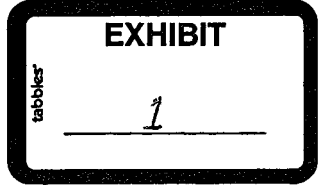
A 2,288 SF (0.05 AC.) Tract of Land, more or less, situated in survey 1019, Abstract 62, Northern Division of the City of Laredo, Texas. Being out of that 7.0 Acre Tract of Land owned by Broadacres Apartment Company as recorded in Volume 1838, Pages 118-121 of the Webb County Deed Records, Texas.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Webb County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 29th day of March, 2012.

GRANTOR: Housing S.P.F.V.C. S.P.
 By: Brenda J. Eastland
 Printed Name: Brenda J. Eastland
 Title: Vice President

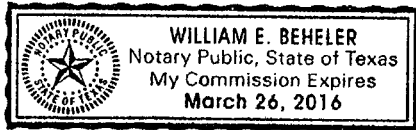


ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF ~~WEBB~~ **McLENNAN** §

This instrument was acknowledged before me on MARCH 29, 2012, by BRENDA EASTLAND of Broadacres Apartments Company, a Texas Limited Partnership, on behalf of said corporation.

William E Beheler
NOTARY PUBLIC, STATE OF TEXAS



Printed Name: William E Beheler

My Commission Expires: MARCH 26, 2016

AFTER RECORDING RETURN TO:

Ronnie Acosta
City of Laredo -- Community Development
1301 Farragut Street Transit Center, 3rd Floor East Wing
Laredo, Texas 78040



ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
2,288 SQUARE FOOT TRACT OF LAND
OUT OF BROADACRES APARTMENT COMPANY TRACT

A 2,288 SQUARE FOOT TRACT OF LAND, MORE OR LESS, SITUATED IN SURVEY 1019, SANTIAGO, ABSTRACT 62, NORTHERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS. BEING OUT OF A CALLED 7.0 ACRE TRACT OF LAND OWNED BY BROADACRES APARTMENT COMPANY AS RECORDED IN VOLUME 1838, PAGES 118-121 OF THE WEBB COUNTY DEED RECORDS, TEXAS. THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING at a found fence corner post being the westerly corner of said Broadacres Apartment Company 7.0 acre tract, Thence, S80°19'24"E, along an existing fence line, a distance of 511.82 feet to a set ½" iron rod for the westerly corner of this tract and the **TRUE POINT OF BEGINNING**;

THENCE, N 73°32'56" E, a distance of **107.73 FEET** to a set ½" iron rod being on the west right of way line of McPherson Road, for an exterior corner hereof;

THENCE, S 10°00'36" W, along west right of way line of said McPherson Road also being the east boundary line of said 7.0 acre tract, a distance of **47.44 FEET** to a set ½" iron rod being the southeast corner of said 7.0 acre tract, for an exterior corner hereof;

THENCE, N 80°19'24" W, along the south boundary line of said 7.0 acre tract, a distance of **96.45 FEET**, to the point of beginning of this 2,288 Square Foot tract of land, more or less.

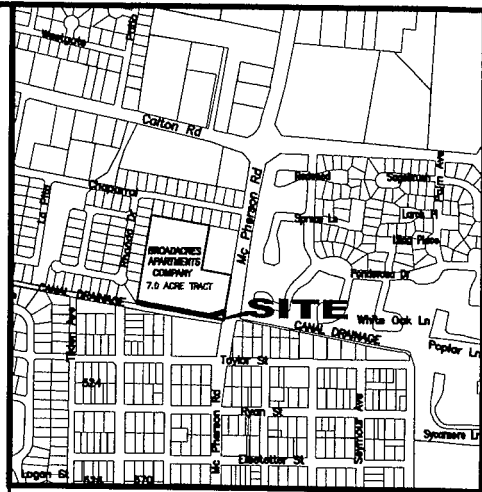
Basis of Bearing according to Broadacres Apartment Company 7.0 acre tract of land recorded in volume 1838, pages 118-121 of the Webb County Map Records, Texas.

SHEET 2 OF 2

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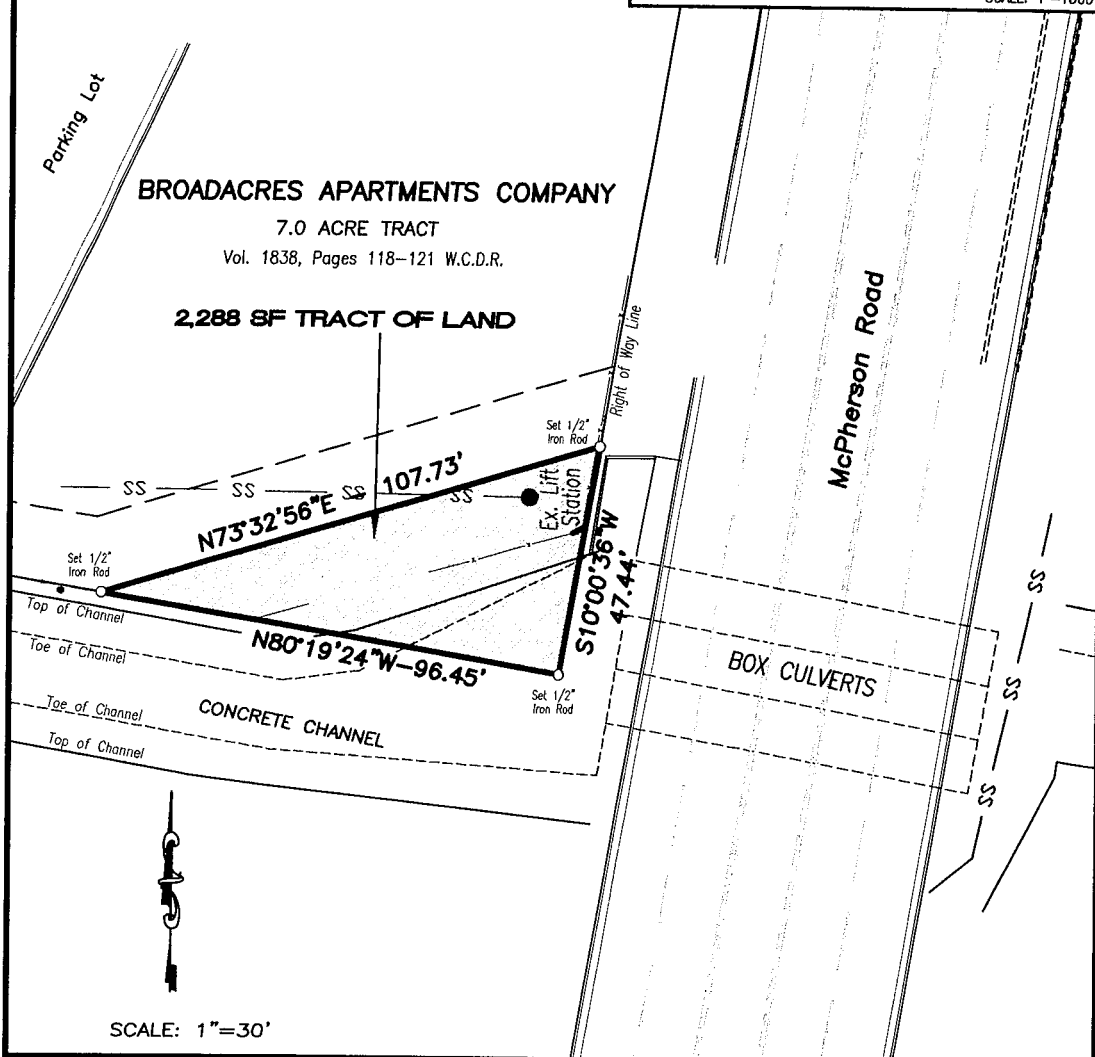
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.722.5414
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00

2,288 SF TRACT OF LAND



LOCATION MAP

SCALE: 1"=1000'



SCALE: 1"=30'

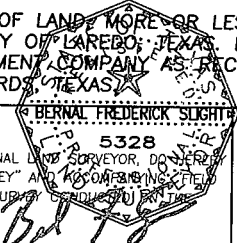
SURVEY OF

A 2,288 SF (0.05 AC.) TRACT OF LAND, MORE OR LESS, SITUATED IN SURVEY 1019, ABSTRACT 62, NORTHERN DIVISION OF THE CITY OF LAREDO, TEXAS, BEING OUT OF THAT 7.0 ACRE TRACT OF LAND OWNED BY BROADACRES APARTMENT COMPANY AS RECORDED IN VOLUME 1838, PAGES 118-121 OF THE WEBB COUNTY DEED RECORDS, TEXAS.

STATE OF TEXAS:
COUNTY OF WEBB

I, BERNAL F. SLIGHT, REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING "PLAT OF SURVEY" AND "COMPUTING FIELD NOTES" ARE A TRUE REPRESENTATION OF A SURVEY CONDUCTED BY ME OR UNDER MY SUPERVISION.

THIS THE 20th DAY OF DECEMBER, 2011.



HOWLAND

ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-40971 TBPLS Firm Registration No. 100484-00
7615 N. Bartlett Avenue / P.O. Box 451128 (78045) Laredo, TX. 78041
P. 956.722.4411 / F. 956.722.5414
www.howlandcompanies.com

COUNCIL COMMUNICATION

DATE: 04/16/12	SUBJECT: RESOLUTION NO. 2012-R-031 Authorizing the City Manager to accept a grant in the amount of \$9,000 from the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the Click it or Ticket Campaign. This grant is for overtime salaries and fringe benefits and is funded 100% by the Texas Department of Transportation.
INITIATED BY: Carlos Villarreal City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
PREVIOUS COUNCIL ACTION: None.	
ACTION PROPOSED: That this Resolution be passed and approved.	
BACKGROUND: The Texas Department of Transportation has made a grant entitled Click It or Ticket available to the Laredo Police Department. The grant will pay for overtime salaries and fringe benefits for police officers for the enforcement of the seat belt law during May 21, 2012-June 3, 2012. Public information materials will also be available under this grant.	
FINANCIAL: Funding is available in Special Police Fund 229	
RECOMMENDATION:	STAFF: Recommends that Council approve this Resolution.

RESOLUTION NO. 2012-R-031

Authorizing the City Manager to accept a grant in the amount of \$9,000 from the Texas Department of Transportation for the enforcement of Vehicle Occupant Protection during the Click it or Ticket Campaign. This grant is for overtime salaries and fringe benefits and is funded 100% by the Texas Department of Transportation.

Whereas, there is available to the City of Laredo a grant entitled Click It or Ticket from the Texas Department of Transportation for a program which would pay for overtime salaries and fringe benefits for off duty police officers for the enforcement of the seat belt law during May 21, 2012 – June 3, 2012; and

Whereas, the Police Chief Recommends that the Council authorize acceptance of a grant for such a program in the amount of \$9,000 for fiscal year 2011-2012; and

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

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

Section 1: It authorizes the City Manager to accept a grant from the Texas Department of Transportation in the amount of \$9,000 for the enforcement of the seat belt law during May 21, 2012 through June 3, 2012.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2012.

RAUL SALINAS
CITY MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: Resolution NO. 2012-R-033 ACCEPTING THE DONATION OF A 5.9364 ACRE TRACT FROM SAN ISIDRO NORTH, LTD., BY SPECIAL WARRANTY DEED OF GIFT DATED MARCH 2, 2012, FOR STORM WATER DRAINAGE AND DETENTION AND/OR FOR RECREATIONAL AND OTHER PUBLIC PURPOSES.
INITIATED BY: San Isidro North, Ltd.	STAFF SOURCE: Nathan R. Bratton Planning Director
PREVIOUS COUNCIL ACTION: None	
BACKGROUND: In July of 2009 a Standard Maintenance and Monitoring Agreement was signed which obligated the City of Laredo to take over two detention ponds. San Isidro North, Ltd. has now submitted the deeds to complete the transfer of the property to the City of Laredo.	
FINANCIAL IMPACT: City of Laredo will be responsible for the maintenance of these detention ponds.	
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Approval is recommended.

RESOLUTION NO. 2012-R-033

ACCEPTING THE DONATION OF A 5.9364 ACRE TRACT FROM SAN ISIDRO NORTH, LTD., BY SPECIAL WARRANTY DEED OF GIFT DATED MARCH 2, 2012, FOR STORM WATER DRAINAGE AND DETENTION AND/OR FOR RECREATIONAL AND OTHER PUBLIC PURPOSES.

WHEREAS, San Isidro North, Ltd., wishes to convey a 5.9364 acre tract to the City in conjunction with the Standard Maintenance and Monitoring Agreement dated July 13, 2009 and filed of record in volume 2786, pages 10-37 of the Official Public Records of Webb County, Texas; and

WHEREAS, the conveyance of said 5.9364 acre tract (as set forth in the attached Deed of Gift, Exhibit "A") is for any of the following municipal purposes: for drainage and detention and/or for recreational and other public purposes and any other similar uses consistent with public purposes; and

WHEREAS, the City Council finds it to be in the public interest and benefit to accept the said 5.9364 acre tract for the uses recited in the deed.

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

Section 1: It hereby accepts the donation of a 5.9364 acre tract from San Isidro North, Ltd., to the City of Laredo, which 5.9364 acre tract is described by metes and bounds in a deed dated March 2, 2012 (which said deed is attached hereto as Exhibit A and incorporated herein by reference as if set out in full for all intents and purposes); and

Section 2: The 5.9364 acre tract is accepted for drainage and detention and/or for recreational and other public purposes and any other similar uses consistent with public purposes.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF APRIL, 2012.

**RAUL G. SALINAS
MAYOR**

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

SPECIAL WARRANTY DEED OF GIFT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: March 2, 2012

Grantor: **San Isidro North, Ltd., a Texas Limited Partnership**

Grantor's Mailing Address:

Grantee: **The City of Laredo, Texas a Home Rule Municipality**

Grantees' Mailing Address: **1110 Houston, Laredo, Webb County, Texas 78040**

Property (including improvements): The Surface Estate Only of: that certain 5.9364 acres, more or less, being all of Lot 1A, Block 4, San Isidro East Point Center Subdivision, Unit 1, the Replat of said lot recorded in Volume 29, Page 66 of the Plat Records of Webb County, Texas.


Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all matters of whatsoever nature of record affecting the Property; the express reservation and exception of all oil, gas and other minerals and all royalties and all ground water; and that certain Standard Maintenance and Monitoring Agreement – dated July 13, 2009, recorded in Volume 2786 at pages 10 – 37 of the Official Public Records of Webb County, Texas (the "Maintenance and Monitoring Agreement").

Express conditions of this conveyance are the following: (1) that as successor of Grantor and as owner of the Property that Grantee comply with the terms and conditions of the Maintenance and Monitoring Agreement; and (2) that the Property be used for storm water drainage and detention and/or for recreational and other public purposes.

Grantor does, subject to the express conditions, reservations from and exceptions to conveyance and warranty, **Grant, Give and Convey** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the express conditions, reservations from and exceptions to conveyance and warranty, by, through and under Grantor but not otherwise.

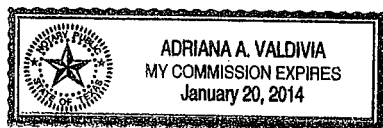
San Isidro North, Ltd.
By: San Isidro Management, L.C.,
General Partner

By: 
Pat Murphy, Vice President

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 2nd day of March, 2012 by Pat Murphy, Vice-President of San Isidro Management, L.C., General Partner of San Isidro North, Ltd.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. Steve A. Whitworth
Person, Whitworth, Borchers & Morales, L.L.P.
602 E. Calton Road
Laredo, Texas 78041

COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: Resolution NO. 2012-R-034 ACCEPTING THE DONATION OF A 22.6975 ACRE TRACT FROM SAN ISIDRO NORTHEAST, LTD., BY SPECIAL WARRANTY DEED OF GIFT DATED MARCH 2, 2012, FOR STORM WATER DRAINAGE AND DETENTION AND/OR FOR RECREATIONAL AND OTHER PUBLIC PURPOSES.	
INITIATED BY: San Isidro Northeast, Ltd.	STAFF SOURCE: Nathan R. Bratton Planning Director	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: In July of 2009 a Standard Maintenance and Monitoring Agreement was signed which obligated the City of Laredo to take over two detention ponds. San Isidro Northeast, Ltd. has now submitted the deeds to complete the transfer of the property to the City of Laredo.		
FINANCIAL IMPACT: City of Laredo will be responsible for the maintenance of these detention ponds.		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Approval is recommended.	

RESOLUTION NO. 2012-R-034

ACCEPTING THE DONATION OF A 22.6975 ACRE TRACT FROM SAN ISIDRO NORTHEAST, LTD., BY SPECIAL WARRANTY DEED OF GIFT DATED MARCH 2, 2012, FOR STORM WATER DRAINAGE AND DETENTION AND/OR FOR RECREATIONAL AND OTHER PUBLIC PURPOSES.

WHEREAS, San Isidro Northeast, Ltd., wishes to convey a 22.6975 acre tract to the City in conjunction with the Standard Maintenance and Monitoring Agreement dated July 13, 2009 and filed of record in volume 2786, pages 10-37 of the Official Public Records of Webb County, Texas;; and

WHEREAS, the conveyance of said 22.6975 acre tract (as set forth in the attached Deed of Gift, Exhibit "A") is for any of the following municipal purposes: for drainage and detention and/or for recreational and other public purposes and any other similar uses consistent with public purposes; and

WHEREAS, the City Council finds it to be in the public interest and benefit to accept the said 22.6975 acre tract for the uses recited in the deed.

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

Section 1: It hereby accepts the donation of a 22.6975 acre tract from San Isidro Northeast, Ltd., to the City of Laredo, which 22.6975 acre tract is described by metes and bounds in a deed dated March 2, 2012 (which said deed is attached hereto as Exhibit A and incorporated herein by reference as if set out in full for all intents and purposes); and

Section 2: The 22.6975 acre tract is accepted for drainage and detention and/or for recreational and other public purposes and any other similar uses consistent with public purposes.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS, THE _____ DAY OF APRIL, 2012.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

SPECIAL WARRANTY DEED OF GIFT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: March 2, 2012

Grantor: **San Isidro Northeast, Ltd., a Texas Limited Partnership**

Grantor's Mailing Address:

Grantee: **The City of Laredo, Texas a Home Rule Municipality**

Grantees' Mailing Address: **1110 Houston, Laredo, Webb County, Texas 78040**

Property (including improvements): The Surface Estate Only of: that certain 22.6975 acres, more or less, being all of Lot 1, Block 1, San Isidro Northeast Subdivision Plat, Phase II, recorded in Volume 30 at pages 11-12 of the Plat Records of Webb County, Texas.

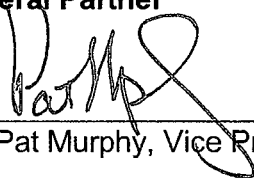
Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all matters of whatsoever nature of record affecting the Property; the express reservation and exception of all oil, gas and other minerals and all royalties and all ground water; and that certain Standard Maintenance and Monitoring Agreement – dated July 13, 2009, recorded in Volume 2786 at pages 10 – 37 of the Official Public Records of Webb County, Texas (the "Maintenance and Monitoring Agreement").

Express conditions of this conveyance are the following: (1) that as successor of Grantor and as owner of the Property that Grantee comply with the terms and conditions of the Maintenance and Monitoring Agreement; and (2) that the Property be used for storm water drainage and detention and/or for recreational and other public purposes.

Grantor does, subject to the express conditions, reservations from and exceptions to conveyance and warranty, **Grant, Give and Convey** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the express conditions, reservations from and exceptions to conveyance and warranty, by, through and under Grantor but not otherwise.

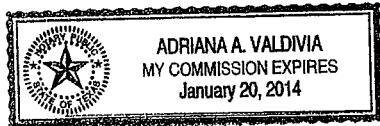
San Isidro Northeast, Ltd.
By: San Isidro Management, L.C.,
General Partner

By: 
Pat Murphy, Vice President

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 02 day of March, 2012 by Pat Murphy, Vice-President of San Isidro Management, L.C., General Partner of San Isidro Northeast, Ltd.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. Steve A. Whitworth
Person, Whitworth, Borchers & Morales, L.L.P.
602 E. Calton Road
Laredo, Texas 78041

COUNCIL COMMUNICATION

DATE: April 16, 2012	SUBJECT: Resolution 2012-R-035 Expressing the City of Laredo's support for Fanny Helen Vargas, a finalist in the competition for Nuestra Belleza Latina 2012, a televised reality-style-beauty competition airing weekly on Spanish-language network Univision. The native Laredoan is set to compete for the title and crown and all the action can be viewed locally on affiliate station KLDO. Laredo officially recognizes the dedicated Miss Vargas as a role model in the community. Furthermore, the pageant event features an interactive component that allows any viewer to vote upon the completion of each telecast on Sunday nights. Laredo conveys its official vote through this document and encourages the entire community to text or enter their "vote" for Fanny Vargas.	
INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Blasita J. Lopez, Director Laredo Convention & Visitors Bureau	
PREVIOUS COUNCIL ACTION: Resolution 2011-R-53 supporting Ana Rodriguez, Miss Texas USA 2011 and 2008-R-038-supporting Crystle Stewart, Miss USA 2008®; City Council item recognizing Ana Rodriguez for being crowned Miss Texas USA on October 4, 2010.		
BACKGROUND: Laredo has supported its queens and its adopted queens in various formal resolutions adopted during the time that Laredo was the official host of the Miss Texas USA pageant and subsequently thereafter when a Laredoan was crowned with several state titles.		
FINANCIAL IMPACT: Support of this resolution does not incur any cost to the City of Laredo.		
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: That the City Council accept and pass this resolution.	

Resolution 2012-R-035

Expressing the City of Laredo's support for Fanny Helen Vargas, a finalist in the competition for Nuestra Belleza Latina 2012, a televised reality-style-beauty competition airing weekly on Spanish-language network Univision. The native Laredoan is set to compete for the title and crown and all the action can be viewed locally on affiliate station KLDO. Laredo officially recognizes the dedicated Miss Vargas as a role model in the community. Furthermore, the pageant event features an interactive component that allows any viewer to vote upon the completion of each telecast on Sunday nights. Laredo conveys its official vote through this document and encourages the entire community to text or enter their "vote" for Fanny Vargas.

WHEREAS, 24-year-old Fanny Helen Vargas first entered a talent and beauty competition by entering the Miss Laredo Teen and Miss Laredo Texas competitions here in her home-town. She is currently one of 11 finalists still in the competition in Miami, Florida being aired weekly on Univision for the title of Nuestra Belleza Latina 2012. She is highly regarded by the judges and is a fan favorite. She was the one finalist that was voted to move on to the final phase of competition through popular vote from the viewing public; and

WHEREAS, Laredo officially expresses its pride in and vote for the native Laredoan, a J.W. Nixon High school graduate, and an alumnus of Milton Elementary School and Lamar Middle School. She is a role-model for many, having worked hard to achieve her personal goals to start an acting career and currently also has three other different jobs to support herself and her brother; and

WHEREAS, the brown-eyed brunette has had an active role in the Nuestra Belleza Latina 2012 competition and persevered through four other auditions before receiving her "pass" to move up in the competition from the judges in Houston, this past summer. Laredo can watch Miss Vargas every Sunday night, 7:00 p.m. on local television affiliate KLDO, channel 27, and then cast their vote to keep her in the competition immediately following the program.

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

Section 1: Fanny Vargas be hereby recognized as model Laredoan for having garnered a finalist spot in the Nuestra Belleza Latina 2012 competition and her other professional and personal accomplishments;

Section 2: Be it known that the City of Laredo fully supports its newest hometown star Fanny Helen Vargas for her bid to win the competition and be crowned as Nuestra Belleza Latina 2012.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF _____, 2012

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM BY:
RAUL CASSO
CITY ATTORNEY

BY: *Raul Casso*
RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE: 04/16/2012</p>	<p>SUBJECT: MOTION CONSIDERATION TO AUTHORIZE THE INSTALLATION OF SPEED CUSHIONS ALONG JALAPA STREET , BETWEEN NORTH MERIDA DRIVE AND DORADO DRIVE, UNDER THE SPECIAL PROVISION OF THE SPEED HUMP INSTALLATION POLICY. PROJECT COSTS ARE ESTIMATED AT \$8,000 AND FUNDING WILL BE MADE AVAILABLE FROM CAPITAL IMPROVEMENTS DISCRETIONARY FUNDING– CITY COUNCIL DISTRICT I. STAFF RECOMMENDS AGAINST THE INSTALLATION OF SPEED CUSHIONS</p>
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Jesus Olivares, Assistant City Manager Roberto Murillo, P.E, P.T.O.E., Traffic Manager</p>
<p>PREVIOUS COUNCIL ACTION: None</p>	
<p>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 conditions that are recommended be satisfied before considering installation of speed cushions under the special provision.</p> <p>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 :</p> <ol style="list-style-type: none">1. Minimum 85th percentile speed of 30 MPH2. Minimum street length of 700 Ft.3. Chief of Police and Chief of Fire Department approval4. 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. <p>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).</p> <p><i>Next Page Please</i></p>	

Cont'd from Page 1

A study was conducted March 20, 2012 for the installation of speed cushions on Jalapa Street. The report showed that 182 vehicles traveling eastbound with an 85th percentile speed of 40 MPH and traveling westbound recorded 505 vehicles with an 85th percentile speed of 34.6 MPH. although the speed criteria was met, Fire Dept. did not recommend the installation of speed cushions on this street. . Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f.** - *speed cushions should not be installed on streets that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.*

Fire Department is opposing the installation of speed cushions on this street. (See Attached). The approval from Fire and Police Department is another condition for consideration on the installation of speed cushions under the Special Provision.

Staff is recommending against the installation of speed cushions on Jalapa Street.

FINANCIAL: \$8,000 from Capital Improvement Project City Council District I.

RECOMMENDATION: None.

STAFF:

Staff recommends against the installation of speed cushions on Jalapa Street.



City of Laredo
Traffic Safety Department
Engineering Section



Special Provision
Speed Hump Study
At

Jalapa Street
March 2012

Includes:

Traffic Counts ✓	Signatures ✓	Speed Study ✓	Accident Data ✓
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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	EB 40 MPH	WB 34.6MPH	Q
Minimum street length of 700 ft	<u>1450 ft.</u>		Q
Chief of Fire department approval			N/S
Chief of Police department approval			Q
Approval by 75% of residents within proposed speed cushion(s) project location	<u>PENDING</u>		N/S
Accident report within one year			N/S
Geometric characteristics of the street			Q
Street must not be classified as a Major Collector or an Arterial			Q

Findings:

The results of the special provision evaluation indicated that approval was not granted by the fire department and accident reports within one year were not satisfied.

Staff recommendation:

Staff recommends City Council deny the installation of speed cushions along Jalapa Street.



CITY OF LAREDO

Traffic Safety Division

Engineering Section

Street: : Jalapa St

Site: 68

Cross: :

Date: 03/20/12

Counter: : 4

Direction: EB

Begin Time	Total	1-14 MPH	15-19 MPH	20-24 MPH	25-29 MPH	30-34 MPH	35-39 MPH	40-44 MPH	45-49 MPH	50-54 MPH	55-59 MPH	60-64 MPH	65-69 MPH	70-99 MPH	Avg
12:AM	3	0	0	0	1	2	0	0	0	0	0	0	0	0	30
01:00	1	0	0	1	0	0	0	0	0	0	0	0	0	0	22
02:00	2	0	0	2	0	0	0	0	0	0	0	0	0	0	22
03:00	3	0	0	0	3	0	0	0	0	0	0	0	0	0	27
04:00	1	0	0	0	1	0	0	0	0	0	0	0	0	0	27
05:00	7	0	1	1	2	2	0	1	0	0	0	0	0	0	28
06:00	9	0	2	3	1	2	1	0	0	0	0	0	0	0	25
07:00	50	1	0	14	18	17	0	0	0	0	0	0	0	0	27
08:00	9	0	1	2	0	2	2	2	0	0	0	0	0	0	31
09:00	2	0	0	0	0	1	0	0	0	0	0	0	0	1	58
10:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1	*
11:00	3	0	0	1	0	0	0	0	0	0	0	0	0	2	64
12:PM	2	0	0	0	0	0	1	0	0	0	0	0	0	1	61
01:00	4	0	1	0	2	0	1	0	0	0	0	0	0	0	27
02:00	4	0	0	0	0	1	2	1	0	0	0	0	0	0	37
03:00	4	0	0	0	0	2	1	0	0	0	0	0	0	1	46
04:00	8	0	1	0	1	1	0	1	0	0	0	0	1	3	55
05:00	5	0	0	0	3	0	0	0	0	0	0	0	0	2	50
06:00	5	0	0	1	1	1	0	0	0	0	1	0	0	1	44
07:00	18	0	1	3	3	6	1	3	0	0	0	0	0	1	34
08:00	18	0	0	2	5	6	2	3	0	0	0	0	0	0	32
09:00	13	0	0	1	6	5	1	0	0	0	0	0	0	0	29
10:00	8	0	0	2	2	3	0	0	0	0	0	0	0	1	35
11:00	2	0	0	0	1	1	0	0	0	0	0	0	0	0	30
Daily	182	1	7	33	50	52	12	11	0	0	1	0	1	14	33

Totals

Percent of Total	0.5	3.8	18.1	27.5	28.6	6.6	6.0	0.0	0.0	0.5	0.0	0.5	7.7
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Percentile Speeds	<u>10%</u>	<u>15%</u>	<u>50%</u>	<u>85%</u>	<u>90%</u>
	21.7	23.0	30.1	40.0	44.1

10 MPH Pace Speed : 25 - 35

Number in pace : 102

% in pace : 56.0

Speed Exceeded	45 MPH	55 MPH	65 MPH
Percentage	8.8	8.8	8.2
Totals	16	16	15

CITY OF LAREDO

Traffic Safety Division

Engineering Section

Street: : Jalapa St

Site: 68

Cross: :

Date: 03/20/12

Counter: : 4

Direction: WB

Begin Time	Total	1-14 MPH	15-19 MPH	20-24 MPH	25-29 MPH	30-34 MPH	35-39 MPH	40-44 MPH	45-49 MPH	50-54 MPH	55-59 MPH	60-64 MPH	65-69 MPH	70-99 MPH	Avg
12:AM	6	0	0	0	1	3	1	1	0	0	0	0	0	0	34
01:00	2	0	0	1	0	1	0	0	0	0	0	0	0	0	27
02:00	2	0	0	0	1	1	0	0	0	0	0	0	0	0	30
03:00	3	0	0	0	1	2	0	0	0	0	0	0	0	0	30
04:00	2	0	0	0	0	1	0	1	0	0	0	0	0	0	37
05:00	8	0	0	1	4	2	1	0	0	0	0	0	0	0	29
06:00	19	0	1	4	6	5	3	0	0	0	0	0	0	0	28
07:00	95	0	3	21	42	25	3	0	0	0	0	0	1	0	28
08:00	100	1	9	14	39	32	4	1	0	0	0	0	0	0	27
09:00	22	1	4	5	7	4	1	0	0	0	0	0	0	0	25
10:00	18	0	1	8	5	3	1	0	0	0	0	0	0	0	26
11:00	19	0	2	7	6	3	1	0	0	0	0	0	0	0	25
12:PM	13	1	0	0	8	2	1	0	0	0	0	0	0	1	32
01:00	10	0	0	1	2	3	3	1	0	0	0	0	0	0	32
02:00	22	0	1	1	10	8	1	0	1	0	0	0	0	0	30
03:00	36	1	7	14	10	2	1	1	0	0	0	0	0	0	24
04:00	30	0	1	18	6	3	0	0	1	0	0	0	0	1	27
05:00	9	1	1	2	4	0	0	0	0	0	0	0	0	1	29
06:00	12	1	3	5	2	1	0	0	0	0	0	0	0	0	21
07:00	28	2	1	1	7	5	7	3	2	0	0	0	0	0	32
08:00	16	0	0	2	5	4	3	2	0	0	0	0	0	0	31
09:00	18	0	2	0	1	6	4	4	1	0	0	0	0	0	34
10:00	9	0	0	0	1	3	2	3	0	0	0	0	0	0	36
11:00	6	0	0	0	0	3	3	0	0	0	0	0	0	0	34
Daily	505	8	36	105	168	122	40	17	5	0	0	0	1	3	28

Totals

Percent of Total	1.6	7.1	20.8	33.3	24.2	7.9	3.4	1.0	0.0	0.0	0.0	0.0	0.2	0.6
------------------	-----	-----	------	------	------	-----	-----	-----	-----	-----	-----	-----	-----	-----

Percentile Speeds	<u>10%</u>	<u>15%</u>	<u>50%</u>	<u>85%</u>	<u>90%</u>
	20.3	21.5	28.1	34.6	37.0

10 MPH Pace Speed : 25 - 35

Number in pace : 290

% in pace : 57.4

Speed Exceeded	45 MPH	55 MPH	65 MPH
Percentage	1.8	0.8	0.8
Totals	9	4	4



City of Laredo Traffic Safety Division

Fire Department Speed Cushions Installation Approval

March 22, 2012

A request for placement of speed cushions along Jalapa Street between North Merida Drive and Dorado Drive (attached Figure 1) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed cushions should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed cushions along Jalapa Street between North Merida Drive and Dorado Drive. The approval of this installation is needed to initiate and complete the speed cushion installation process.

Approve
Installation: _____

Deny
Installation: X

Reasons/Comments:

The Fire Department is opposed to speed cushions because they can further injure patient with spinal/head injuries. In addition, the delay response times.

Steve Landin
Steve Landin
Fire Chief

Date: 3 / 27 / 12



City of Laredo Traffic Safety Division

Police Department Speed Cushions Installation Approval

March 22, 2012

A request for placement of a speed humps along Jalapa Street between North Merida Drive and Dorado Drive (attached Figure 1) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed cushions should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Police Department is being requested for the installation of the proposed speed cushions along Jalapa Street between North Merida Drive and Dorado Drive. The approval of this installation is needed to initiate and complete the speed cushions installation process.

Approve
Installation:

Reasons/Comments: _____

Deny
Installation: _____

Carlos Maldonado
Chief of Police

Date: 4 / 2 / 12

COUNCIL COMMUNICATION

DATE: 4/16/12	SUBJECT: MOTION Refund of property tax in the amount of \$1,340.84 to the following taxpayers; <ol style="list-style-type: none">1. A refund in the amount of \$779.82 payable to International Bank of Commerce due to an erroneous payment. Account # 962-80001-310.2. A refund in the amount of \$561.02 payable to International Bank of Commerce due to an erroneous payment. Account # 105-00245-050.	
INITIATED BY: HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER		STAFF SOURCE: ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR
PREVIOUS COUNCIL ACTION: City Council has previously approved requests for refunds over \$500.00 as required by State Law.		
BACKGROUND: Every month the Webb County Appraisal District submits to the City of Laredo changes in values certified by the WCAD Review Board. Some of these changes require tax refunds be issued due to clerical errors, double assessments, over assessments, over 65 exemptions, did not exist on the 1 st of the year, exempt property and combined properties. As per section 26.15 (f) of the Texas Property Tax Code, "If a correction decreases the tax liability of a property owner after the owner has paid the tax, the taxing unit shall refund to the property owner the difference between the tax paid and the tax legally due. As per Section 31.11 (c) of the Texas Property Tax Code, "An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund." A taxpayer may request a refund if an overpayment or an erroneous payment was made. As per Section 42.43 (a) of the Texas Property Tax Code, "If the final determination of an appeal that decreases a property owner's tax liability occurs after the property owner has paid his/her taxes, the taxing unit shall refund to the property owner the difference between the amount of taxes paid and amount of taxes for which the property owner is liable.		
FINANCIAL IMPACT: The City of Laredo will refund an amount of \$1,340.84. It will be paid from line item Revenue/Unapplied Payments. Account # 101-0000-222-0300.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Approval of these refunds as detailed above.

Tax Assessor - Collector
 P.O. BOX 6548 1102 Bob Bullock Loop
 Laredo, Texas 78042 - 6548

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

Application for Tax Refund

Owner's name:	Pottin Maria Leonor
Present mailing address:	4506 Fall Dr.
City, town or post office/state/zip code:	Laredo, TX 78046
Refund payable to:(if different from above)	
Name:	International Bank of Commerce
Mailing address:	P.O. Box 579
City, town or post office/state/zip code:	McAllen, TX 78505-0579

Property legal description:	Lot 31 Blk 1 Eleden I
Address or location of property:	4506 Fall Dr.
Parcel number:	962-80001-310 / Tax ID 573564

Tax Payment Information:			
Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2011	3/23/12	779.82	779.82
Total Refund			779.82

Taxpayer's reason for refund (attach supporting documentation):
International Bank of Commerce paid on a wrong account and is requesting a refund on the erroneous payment. See attached documentation.

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

Requested by Bianca Gonzalez/ IBOC

Signature

3/28/12

Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by:

[Handwritten Signature]

3/28/12

Date

This tax refund is Approved

Disapproved

[Handwritten Signature]
 Elizabeth Martinez, RTA
 Tax Assessor-Collector

4/2/12

Date

Tax Assessor - Collector
 P.O. BOX 6548 1102 Bob Bullock Loop
 Laredo, Texas 78042 - 6548

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

Application for Tax Refund

Owner's name: Martinez Juan A & Gregoria
 Present mailing address: 1408 San Eduardo Ave.
 City, town or post office/state/zip code: Laredo, TX 78040

Refund payable to:(if different from above)
 Name: **International Bank of Commerce**
 Mailing address: **P.O. Box 579**
 City, town or post office/state/zip code: **McAllen, TX 78505-0579**

Property legal description: Lot 5 Blk 245 WD
 Address or location of property: 1414 San Eduardo Ave.
 Parcel number: 105-00245-050 / Tax ID 20990

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2011	3/23/12	561.02	561.02
Total Refund			561.02

Taxpayer's reason for refund (attach supporting documentation):
International Bank of Commerce paid on a wrong account and is requesting a refund on the erroneous payment. See attached documentation.

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

Requested by Bianca Gonzalez/ IBOC Signature Date 3/28/12

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: [Signature] Date 3/28/12

This tax refund is [Signature] Approved _____ Disapproved _____
 Elizabeth Martinez, RTA Tax Assessor-Collector Date 4/2/12

COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: MOTION Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of March 2012, represent a decrease of \$33,282.83. These adjustments are determined by the Webb County Appraisal District and by court orders.	
INITIATED BY: HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER		STAFF SOURCE: ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR
PREVIOUS COUNCIL ACTION: Approves tax roll each year.		
BACKGROUND: Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.		
FINANCIAL IMPACT: Potential revenues will decrease due to a decrease in levy in the amount of \$33,282.83.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Approval

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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
OMIT 08	291.74	.00	.00	.00	.00	.00	.00	.00
OMIT 09	1427.30	.00	.00	.00	.00	.00	34.60	.00
OMIT 10	186.77	.00	.00	.00	.00	.00	.00	.00
OMIT TOTALS	2322.41 ✓	.00	.00	.00	.00	.00	34.60	.00
RB07 11	.00	.00	.00	.00	1192.77	.00	.00	.00
RB07 TOTALS	.00	.00	.00	.00	1192.77	.00	.00	.00
RP10 10	.00	.00	.00	13.41-	.00	.00	.00	.00
RP10 TOTALS	.00	.00	.00	13.41- ✓	.00	.00	.00	.00
RP11 11	.00	.00	.00	13.67-	9.10	.00	.00	16.25-
RP11 TOTALS	.00	.00	.00	13.67- ✓	9.10	.00	.00	16.25-
RTN 11	175.00	.00	.00	.00	.00	.00	.00	25.00-
RTN TOTALS	175.00	.00	.00	.00	.00	.00	.00	25.00-
SUPP 06	119.24	.00	.00	.00	.00	.00	.00	119.24-
SUPP 07	432.76	.00	.00	.00	.00	.00	.00	123.14-
SUPP 08	714.21	.00	.00	.00	.00	.00	.00	123.14-
SUPP 09	728.28	.00	.00	.00	.00	.00	.00	123.14-
SUPP 10	4732.99	.00	.00	.00	.00	.00	.00	3799.43-
SUPP 11	6614.87	.00	.00	137.61-	.00	.00	.00	4201.62-
SUPP TOTALS	13342.35 ✓	.00	.00	137.61-	.00	.00	.00	8489.71-
TOTALS	15931.21	7356.57	32205.77	48947.59-	47615.21	.00	68380.98	68380.98-

2011 < 40,623.97 >
 PRIOR < 8,158.93 >
 OMIT P. 2,322.41
 RP10 < 13.41 >
 RP11 < 13.67 >
 Supp P. 6,727.48
 Supp 6,477.26
 INT9 70.63
 INT10 20.82
 RTN 175.00
< 33,016.38 >

2011 < 40,623.97 >
 PRIOR < 8,158.93 >
 OMIT P. 2,322.41
 RP10 < 13.41 >
 RP11 < 13.67 >
 Supp P. 6,727.48
 Supp 6,477.26
< 33,282.83 > C.C. AGENDA
 INT9 70.63
 INT10 20.82
 RTN 175.00
< 33,016.38 >

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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
INT 11	.00	.00	.00	.00	2060.51	.00	.00	.00
INT TOTALS	.00	.00	.00	.00	2060.51	.00	.00	.00
INT9 09	70.63	.00	.00	.00	.00	.00	.00	.00
INT9 TOTALS	70.63 ✓	.00	.00	.00	.00	.00	.00	.00
IN10 10	20.82	.00	.00	.00	.00	.00	.00	.00
IN10 TOTALS	20.82 ✓	.00	.00	.00	.00	.00	.00	.00
LARE 71	.00	.00	4.77	.00	.00	.00	.00	.00
LARE 72	.00	.00	4.67	.00	.00	.00	.00	.00
LARE 73	.00	.00	4.58	.00	.00	.00	.00	.00
LARE 74	.00	.00	4.49	.00	.00	.00	.00	.00
LARE 75	.00	.00	4.38	.00	.00	.00	.00	.00
LARE 76	.00	.00	4.29	.00	.00	.00	.00	.00
LARE 77	.00	.00	14.39	.00	.00	.00	.00	.00
LARE 78	.00	.00	14.05	.00	.00	.00	.00	.00
LARE 79	.00	.00	13.60	.00	.00	.00	.00	.00
LARE 80	.00	.00	13.28	.00	.00	.00	.00	.00
LARE 81	.00	.00	83.82	.00	.00	.00	.00	.00
LARE 82	.00	.00	81.70	.00	.00	.00	.00	.00
LARE 83	.00	.00	79.57	.00	.00	.00	.00	122.79-
LARE 84	.00	.00	76.59	.00	.00	.00	.00	.00
LARE 85	.00	.00	77.33	.00	.00	.00	.00	.00
LARE 86	.00	.00	22.85	.00	.00	.00	46.54	9.50-
LARE 87	.00	.00	24.76	.00	.00	.00	45.85	9.63-
LARE 88	.00	.00	25.99	.00	.00	.00	49.74	10.76-
LARE 89	.00	.00	25.20	.00	.00	.00	52.16	11.63-
LARE 90	.00	.00	25.44	.00	.00	.00	11.39	2.62-
LARE 91	.00	.00	25.85	.00	.00	.00	51.06	12.13-
LARE 92	.00	.00	24.98	.00	.00	.00	33.43	12.75-
LARE 93	.00	.00	24.09	.00	.00	.00	.00	12.75-
LARE 94	.00	.00	25.16	.00	.00	.00	.00	15.62-
LARE 95	.00	.00	24.21	.00	.00	.00	.00	16.88-
LARE 96	.00	.00	73.83	.00	.00	.00	119.56	16.88-
LARE 97	.00	.00	72.59	.00	.00	.00	.00	16.12-
LARE 98	.00	.00	69.48	.00	.00	.00	62.11	16.52-
LARE 99	.00	.00	69.99	.00	.00	.00	.00	16.41-
LARE 00	.00	.00	67.87	.00	.00	.00	.00	17.30-
LARE 01	.00	.00	64.55	.00	.00	.00	.00	17.52-
LARE 02	.00	.00	66.99	.00	.00	.00	.00	15.73-
LARE 03	.00	.00	64.47	.00	.00	.00	.00	59.42-
LARE 04	.00	.00	60.34	.00	.00	.00	.00	.00
LARE 05	.00	.00	56.66	.00	.00	.00	.00	.00
LARE 06	.00	.00	52.98	.00	.00	.00	474.27	.00
LARE 07	.00	.00	49.31	146.00-	26.75	.00	457.15	485.14-
LARE 08	.00	37.11	157.53-	157.53-	.00	.00	280.66	468.39-
LARE 09	.00	8.17	45.63	157.52-	26.75	.00	389.24	157.52-
LARE 10	.00	12.05	41.96	157.53-	26.75	.00	1168.81	1151.39-
LARE 11	.00	294.84	38.28	7540.35-	2479.93	.00	12174.70	9326.51-
LARE TOTALS	.00	7004.40	30580.80	40623.97-	41792.65	.00	52929.71	47848.11-
OMIT 07	416.60	.00	.00	48782.90-	44352.83	.00	68346.38	59850.02-

8,158.93

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 BY TRANSACTION DATE

All account types
 All roll codes

PAYMENT RECAP TOTALS BY ENTITY/YEAR

ENTITY/YR	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
INT 11	.00	.00	.00	.00	.00			
INT TOTALS	.00	.00	.00	.00	.00	2060.51	2060.51	CREDIT REFUND
INT9 TOTALS	.00	.00	.00	.00	.00	2060.51	2060.51	
INT10 TOTALS	.00	.00	.00	.00	.00	.00	.00	
LARE 71	.70	.08	3.37	.62	.00	.00	4.77	PAYMENT VOID
LARE 72	.70	.08	3.28	.61	.00	.00	4.67	PAYMENT VOID
LARE 73	.70	.08	3.20	.60	.00	.00	4.58	PAYMENT VOID
LARE 74	.70	.08	3.12	.59	.00	.00	4.49	PAYMENT VOID
LARE 75	.70	.08	3.03	.57	.00	.00	4.38	PAYMENT VOID
LARE 76	.70	.08	2.95	.56	.00	.00	4.29	PAYMENT VOID
LARE 77	2.40	.29	9.82	1.88	.00	.00	14.39	PAYMENT VOID
LARE 78	2.40	.29	9.53	1.83	.00	.00	14.05	PAYMENT VOID
LARE 79	2.38	.29	9.16	1.77	.00	.00	13.60	PAYMENT VOID
LARE 80	2.38	.29	8.88	1.73	.00	.00	13.28	PAYMENT VOID
LARE 81	15.41	1.85	55.63	10.93	.00	.00	83.82	PAYMENT VOID
LARE 82	15.41	1.85	53.78	10.66	.00	.00	81.70	PAYMENT VOID
LARE 82	23.31-	2.77-	80.72-	15.99-	.00	.00	122.79-	TRANSFERS TO
LARE 83	15.41	1.85	51.93	10.38	.00	.00	79.57	PAYMENT VOID
LARE 84	15.24	1.83	49.53	9.99	.00	.00	76.59	PAYMENT VOID
LARE 85	15.82	1.90	49.52	10.09	.00	.00	77.33	PAYMENT VOID
LARE 85	9.50	1.14	29.83	6.07	.00	.00	46.54	TRANSFERS FROM
LARE 85	9.50-	.00	.00	.00	.00	.00	9.50-	TRANSFERS TO
LARE 86	4.81	.58	14.48	2.98	.00	.00	22.85	PAYMENT VOID
LARE 86	9.63	1.16	29.08	5.98	.00	.00	45.85	TRANSFERS FROM
LARE 86	9.63-	.00	.00	.00	.00	.00	9.63-	TRANSFERS TO
LARE 87	5.37	.64	15.52	3.23	.00	.00	24.76	PAYMENT VOID
LARE 87	10.76	1.29	31.20	6.49	.00	.00	49.74	TRANSFERS FROM
LARE 87	10.76-	.00	.00	.00	.00	.00	10.76-	TRANSFERS TO
LARE 88	5.81	.70	16.09	3.39	.00	.00	25.99	PAYMENT VOID
LARE 88	11.63	1.40	32.33	6.80	.00	.00	52.16	TRANSFERS FROM
LARE 88	11.63-	.00	.00	.00	.00	.00	11.63-	TRANSFERS TO
LARE 89	5.81	.70	15.40	3.29	.00	.00	25.20	PAYMENT VOID
LARE 89	2.62	.31	6.97	1.49	.00	.00	11.39	TRANSFERS FROM
LARE 89	2.62-	.00	.00	.00	.00	.00	2.62-	TRANSFERS TO
LARE 90	6.06	.73	15.33	3.32	.00	.00	25.44	PAYMENT VOID
LARE 90	12.13	1.46	30.81	6.66	.00	.00	51.06	TRANSFERS FROM
LARE 90	12.13-	.00	.00	.00	.00	.00	12.13-	TRANSFERS TO
LARE 91	6.37	.76	15.35	3.37	.00	.00	25.85	PAYMENT VOID
LARE 91	8.21	.99	19.87	4.36	.00	.00	33.43	TRANSFERS FROM
LARE 91	12.75-	.00	.00	.00	.00	.00	12.75-	TRANSFERS TO
LARE 92	6.37	.76	14.59	3.26	.00	.00	24.98	PAYMENT VOID
LARE 92	12.75-	.00	.00	.00	.00	.00	12.75-	TRANSFERS TO
LARE 93	6.37	.76	13.82	3.14	.00	.00	24.09	PAYMENT VOID
LARE 93	15.62-	.00	.00	.00	.00	.00	15.62-	TRANSFERS TO
LARE 94	6.90	.83	14.15	3.28	.00	.00	25.16	PAYMENT VOID
LARE 94	16.88-	.00	.00	.00	.00	.00	16.88-	TRANSFERS TO
LARE 95	6.90	.83	13.32	3.16	.00	.00	24.21	PAYMENT VOID
LARE 95	34.54	4.15	65.28	15.59	.00	.00	119.56	TRANSFERS FROM
LARE 95	16.88-	.00	.00	.00	.00	.00	16.88-	TRANSFERS TO

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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	
LARE 96	21.91	2.63	39.66	9.63	.00	.00	73.83	PAYMENT VOID
LARE 96	16.12-	.00	.00	.00	.00	.00	16.12-	TRANSFERS TO
LARE 97	22.46	2.70	37.96	9.47	.00	.00	72.59	PAYMENT VOID
LARE 97	19.50	2.34	32.17	8.10	.00	.00	62.11	TRANSFERS FROM
LARE 97	16.52-	.00	.00	.00	.00	.00	16.52-	TRANSFERS TO
LARE 98	22.46	2.70	35.26	9.06	.00	.00	69.48	PAYMENT VOID
LARE 98	16.41-	.00	.00	.00	.00	.00	16.41-	TRANSFERS TO
LARE 99	23.68	2.84	34.34	9.13	.00	.00	69.99	PAYMENT VOID
LARE 99	17.30-	.00	.00	.00	.00	.00	17.30-	TRANSFERS TO
LARE 00	24.09	2.89	32.04	8.85	.00	.00	67.87	PAYMENT VOID
LARE 00	17.52-	.00	.00	.00	.00	.00	17.52-	TRANSFERS TO
LARE 01	24.09	2.89	29.15	8.42	.00	.00	64.55	PAYMENT VOID
LARE 01	15.73-	.00	.00	.00	.00	.00	15.73-	TRANSFERS TO
LARE 02	26.36	3.16	28.73	8.74	.00	.00	66.99	PAYMENT VOID
LARE 02	19.92-	.00	2.52-	36.98-	.00	.00	59.42-	TRANSFERS TO
LARE 03	26.82	3.22	26.02	8.41	.00	.00	64.47	PAYMENT VOID
LARE 04	26.63	3.20	22.64	7.87	.00	.00	60.34	PAYMENT VOID
LARE 05	26.63	3.20	19.44	7.39	.00	.00	56.66	PAYMENT VOID
LARE 05	227.85	27.34	157.22	61.86	.00	.00	474.27	TRANSFERS FROM
LARE 06	26.63	3.20	16.24	6.91	.00	.00	52.98	PAYMENT VOID
LARE 06	.00	.00	.00	.00	.00	26.75	26.75	CREDIT REFUND
LARE 06	242.45	11.58	58.84	25.03	.00	119.25	457.15	TRANSFERS FROM
LARE 06	170.46-	20.46-	103.98-	44.24-	.00	146.00-	485.14-	TRANSFERS TO
LARE 07	.00	.41	.00	.00	.00	34.40	37.11	PAYMENT REFUND
LARE 07	26.63	3.20	13.05	6.43	.00	.00	49.31	PAYMENT VOID
LARE 07	157.53	.00	.00	.00	.00	123.13	280.66	TRANSFERS FROM
LARE 07	168.03-	20.13-	82.19-	40.51-	.00	157.53-	468.39-	TRANSFERS TO
LARE 08	.00	.46	.07	.00	.00	7.64	8.17	PAYMENT REFUND
LARE 08	26.63	3.20	9.85	5.95	.00	.00	45.63	PAYMENT VOID
LARE 08	.00	.00	.00	.00	.00	26.75	26.75	CREDIT REFUND
LARE 08	157.52	.00	.00	.00	.00	231.72	389.24	TRANSFERS FROM
LARE 08	.00	.00	.00	.00	.00	157.52-	157.52-	TRANSFERS TO
LARE 09	.00	.92	1.91	1.57	.00	7.65	12.05	PAYMENT REFUND
LARE 09	26.63	3.20	6.66	5.47	.00	.00	41.96	PAYMENT VOID
LARE 09	.00	.00	.00	.00	.00	26.75	26.75	CREDIT REFUND
LARE 09	517.79	43.24	88.92	73.85	.00	445.01	1168.81	TRANSFERS FROM
LARE 09	478.37-	48.83-	58.91-	39.62-	.00	525.66-	1151.39-	TRANSFERS TO
LARE 10	.00	19.52	4.57	1.43	.00	269.32	294.84	PAYMENT REFUND
LARE 10	26.63	3.20	3.46	4.99	.00	.00	38.28	PAYMENT VOID
LARE 10	.00	.00	.00	.00	.00	2479.93	2479.93	CREDIT REFUND
LARE 10	8219.97	189.86	194.74	254.46	.00	3315.67	12174.70	TRANSFERS FROM
LARE 10	2297.49-	275.70-	296.41-	430.44-	.00	6026.47-	9326.51-	TRANSFERS TO
LARE 11	.00	392.77	65.46	.00	.00	6546.17	7004.40	PAYMENT REFUND
LARE 11	21720.03	1499.29	417.48	1129.46	.00	5814.54	30580.80	PAYMENT VOID
LARE 11	.00	.00	.00	.00	.00	41792.65	41792.65	CREDIT REFUND
LARE 11	36457.05	137.83	31.53	133.58	.00	16169.72	52929.71	TRANSFERS FROM
LARE 11	16308.89-	627.87-	177.93-	113.11-	.00	30620.31-	47848.11-	TRANSFERS TO
LARE TOTALS	48651.59	1407.23	1315.31	1233.84	.00	39803.56	92411.53	
OMIT 09	34.60	.00	.00	.00	.00	.00	34.60	TRANSFERS FROM
OMIT TOTALS	34.60	.00	.00	.00	.00	.00	34.60	
RB07 11	.00	.00	.00	.00	.00	1192.77	1192.77	CREDIT REFUND

6,783.40

41,868.19

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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	
RB07 TOTALS	.00	.00	.00	.00	.00	1192.77	1192.77	
RP10 TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP11 11	.00	.00	.00	.00	.00	9.10	9.10	CREDIT REFUND
RP11 11	15.19-	.91-	.15-	.00	.00	.00	16.25-	TRANSFERS TO
RP11 TOTALS	15.19- ✓	.91-	.15-	.00	.00	9.10	7.15-	
RTN 11	25.00-	.00	.00	.00	.00	.00	25.00-	TRANSFERS TO
RTN TOTALS	25.00- ✓	.00	.00	.00	.00	.00	25.00-	
SUPP 06	119.24-	.00	.00	.00	.00	.00	119.24-	TRANSFERS TO
SUPP 07	123.14-	.00	.00	.00	.00	.00	123.14-	TRANSFERS TO
SUPP 08	123.14-	.00	.00	.00	.00	.00	123.14-	TRANSFERS TO
SUPP 09	123.14-	.00	.00	.00	.00	.00	123.14-	TRANSFERS TO
SUPP 10	3768.54-	24.03-	6.86-	.00	.00	.00	3799.43-	TRANSFERS TO
SUPP 11	4186.04-	12.12-	3.46-	.00	.00	.00	4201.62-	TRANSFERS TO
SUPP TOTALS	8443.24- ✓	36.15-	10.32-	.00	.00	.00	8489.71-	
TOTALS	40202.76 ✓	1370.17	1304.84	1233.84	.00	43065.94	87177.55	

2011 41,868.19
 Prior 6,783.40
 Omit P. 34.60
 RP11 < 15.19 >
 Supp P. < 4,257.20 >
 Supp < 4,186.04 >
 RTN < 25.00 >

 40,202.76

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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
APCR	.00	.00	.00	.00	.00	.00	8445.32	8445.32-
CBR	.00	7356.57	.00	.00	47615.21	.00	.00	.00
CEIL	.00	.00	.00	3211.03-	.00	.00	2349.01	2349.01-
IFRZ	91.45	.00	.00	.00	.00	.00	.00	.00
NSF	.00	.00	14820.55	.00	.00	.00	.00	.00
OIMP	1901.99	.00	.00	.00	.00	.00	437.74	437.74-
OTAX	420.42	.00	.00	.00	.00	.00	.00	.00
OTHR	.00	.00	9919.24	.00	.00	.00	290.17	290.17-
REND	.00	.00	.00	27.08-	.00	.00	.00	.00
RTN	175.00	.00	.00	.00	.00	.00	.00	.00
SCE	585.85	.00	.00	2.54-	.00	.00	174.11	174.11-
SCP	2023.12	.00	.00	2023.12-	.00	.00	3896.48	3896.48-
SDA	.00	.00	.00	153.97-	.00	.00	389.85	389.85-
SDNE	.00	.00	.00	4245.80-	.00	.00	613.82	613.82-
SDVH	.00	.00	.00	2088.28-	.00	.00	2164.72	2164.72-
SENV	2916.71	.00	.00	.00	.00	.00	603.89	603.89-
SEP	.00	.00	.00	2866.43-	.00	.00	1528.80	1528.80-
SFRZ	191.10	.00	.00	547.75-	.00	.00	.00	.00
SJUR	248.80	.00	.00	.00	.00	.00	8641.56	8641.56-
SLHS	.00	.00	.00	88.06-	.00	.00	1640.52	1640.52-
SO65	.00	.00	.00	14083.78-	.00	.00	191.10	191.10-
SPRO	.00	.00	.00	12300.03-	.00	.00	6245.15	6245.15-
SSPT	6004.41	.00	.00	6608.61-	.00	.00	8123.54	8123.54-
STOP	.00	.00	7465.98	.00	.00	.00	.00	.00
SVET	.00	.00	.00	261.18-	.00	.00	.00	.00
TF	1372.36	.00	.00	439.93-	.00	.00	153.62	153.62-
TRNF	.00	.00	.00	.00	.00	.00	22491.58	22491.58-
TOTALS	15931.21	7356.57	32205.77	48947.59-	47615.21	.00	68380.98	68380.98-

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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	
71 STOP	.70	.08	3.37	.62	.00	.00	4.77	PAYMENT VOID
11 TOTALS	.70	.08	3.37	.62	.00	.00	4.77	
72 STOP	.70	.08	3.28	.61	.00	.00	4.67	PAYMENT VOID
72 TOTALS	.70	.08	3.28	.61	.00	.00	4.67	
73 STOP	.70	.08	3.20	.60	.00	.00	4.58	PAYMENT VOID
73 TOTALS	.70	.08	3.20	.60	.00	.00	4.58	
74 STOP	.70	.08	3.12	.59	.00	.00	4.49	PAYMENT VOID
74 TOTALS	.70	.08	3.12	.59	.00	.00	4.49	
75 STOP	.70	.08	3.03	.57	.00	.00	4.38	PAYMENT VOID
75 TOTALS	.70	.08	3.03	.57	.00	.00	4.38	
76 STOP	.70	.08	2.95	.56	.00	.00	4.29	PAYMENT VOID
76 TOTALS	.70	.08	2.95	.56	.00	.00	4.29	
77 STOP	2.40	.29	9.82	1.88	.00	.00	14.39	PAYMENT VOID
77 TOTALS	2.40	.29	9.82	1.88	.00	.00	14.39	
78 STOP	2.40	.29	9.53	1.83	.00	.00	14.05	PAYMENT VOID
78 TOTALS	2.40	.29	9.53	1.83	.00	.00	14.05	
79 STOP	2.38	.29	9.16	1.77	.00	.00	13.60	PAYMENT VOID
79 TOTALS	2.38	.29	9.16	1.77	.00	.00	13.60	
80 STOP	2.38	.29	8.88	1.73	.00	.00	13.28	PAYMENT VOID
80 TOTALS	2.38	.29	8.88	1.73	.00	.00	13.28	
81 STOP	15.41	1.85	55.63	10.93	.00	.00	83.82	PAYMENT VOID
81 TOTALS	15.41	1.85	55.63	10.93	.00	.00	83.82	
82 STOP	15.41	1.85	53.78	10.66	.00	.00	81.70	PAYMENT VOID
82 TRNF	23.31-	2.77-	80.72-	15.99-	.00	.00	122.79-	TRANSFERS TO
82 TOTALS	7.90-	.92-	26.94-	5.33-	.00	.00	41.09-	
83 STOP	15.41	1.85	51.93	10.38	.00	.00	79.57	PAYMENT VOID
83 TOTALS	15.41	1.85	51.93	10.38	.00	.00	79.57	
84 STOP	15.24	1.83	49.53	9.99	.00	.00	76.59	PAYMENT VOID
84 TOTALS	15.24	1.83	49.53	9.99	.00	.00	76.59	
85 OTHR	9.50	1.14	29.83	6.07	.00	.00	46.54	TRANSFERS FROM
85 OTHR	9.50-	.00	.00	.00	.00	.00	9.50-	TRANSFERS TO
85 STOP	15.82	1.90	49.52	10.09	.00	.00	77.33	PAYMENT VOID
85 TOTALS	15.82	3.04	79.35	16.16	.00	.00	114.37	
86 OTHR	9.63	1.16	29.08	5.98	.00	.00	45.85	TRANSFERS FROM
86 OTHR	9.63-	.00	.00	.00	.00	.00	9.63-	TRANSFERS TO
86 STOP	4.81	.58	14.48	2.98	.00	.00	22.85	PAYMENT VOID
86 TOTALS	4.81	1.74	43.56	8.96	.00	.00	59.07	
87 OTHR	10.76	1.29	31.20	6.49	.00	.00	49.74	TRANSFERS FROM
87 OTHR	10.76-	.00	.00	.00	.00	.00	10.76-	TRANSFERS TO

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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	
87 STOP	5.37	.64	15.52	3.23	.00	.00	24.76	PAYMENT VOID
87 TOTALS	5.37	1.93	46.72	9.72	.00	.00	63.74	
88 OTHR	11.63	1.40	32.33	6.80	.00	.00	52.16	TRANSFERS FROM
88 OTHR	11.63-	.00	.00	.00	.00	.00	11.63-	TRANSFERS TO
88 STOP	5.81	.70	16.09	3.39	.00	.00	25.99	PAYMENT VOID
88 TOTALS	5.81	2.10	48.42	10.19	.00	.00	66.52	
89 OTHR	2.62	.31	6.97	1.49	.00	.00	11.39	TRANSFERS FROM
89 OTHR	2.62-	.00	.00	.00	.00	.00	2.62-	TRANSFERS TO
89 STOP	5.81	.70	15.40	3.29	.00	.00	25.20	PAYMENT VOID
89 TOTALS	5.81	1.01	22.37	4.78	.00	.00	33.97	
90 OTHR	12.13	1.46	30.81	6.66	.00	.00	51.06	TRANSFERS FROM
90 OTHR	12.13-	.00	.00	.00	.00	.00	12.13-	TRANSFERS TO
90 STOP	6.06	.73	15.33	3.32	.00	.00	25.44	PAYMENT VOID
90 TOTALS	6.06	2.19	46.14	9.98	.00	.00	64.37	
91 OTHR	8.21	.99	19.87	4.36	.00	.00	33.43	TRANSFERS FROM
91 OTHR	12.75-	.00	.00	.00	.00	.00	12.75-	TRANSFERS TO
91 STOP	6.37	.76	15.35	3.37	.00	.00	25.85	PAYMENT VOID
91 TOTALS	1.83	1.75	35.22	7.73	.00	.00	46.53	
92 OTHR	12.75-	.00	.00	.00	.00	.00	12.75-	TRANSFERS TO
92 STOP	6.37	.76	14.59	3.26	.00	.00	24.98	PAYMENT VOID
92 TOTALS	6.38-	.76	14.59	3.26	.00	.00	12.23	
93 OTHR	15.62-	.00	.00	.00	.00	.00	15.62-	TRANSFERS TO
93 STOP	6.37	.76	13.82	3.14	.00	.00	24.09	PAYMENT VOID
93 TOTALS	9.25-	.76	13.82	3.14	.00	.00	8.47	
94 OTHR	16.88-	.00	.00	.00	.00	.00	16.88-	TRANSFERS TO
94 STOP	6.90	.83	14.15	3.28	.00	.00	25.16	PAYMENT VOID
94 TOTALS	9.98-	.83	14.15	3.28	.00	.00	8.28	
95 OTHR	16.88-	.00	.00	.00	.00	.00	16.88-	TRANSFERS TO
95 STOP	6.90	.83	13.32	3.16	.00	.00	24.21	PAYMENT VOID
95 TRNF	34.54	4.15	65.28	15.59	.00	.00	119.56	TRANSFERS FROM
95 TOTALS	24.56	4.98	78.60	18.75	.00	.00	126.89	
96 OTHR	16.12-	.00	.00	.00	.00	.00	16.12-	TRANSFERS TO
96 STOP	21.91	2.63	39.66	9.63	.00	.00	73.83	PAYMENT VOID
96 TOTALS	5.79	2.63	39.66	9.63	.00	.00	57.71	
97 OTHR	16.52-	.00	.00	.00	.00	.00	16.52-	TRANSFERS TO
97 STOP	22.46	2.70	37.96	9.47	.00	.00	72.59	PAYMENT VOID
97 TRNF	19.50	2.34	32.17	8.10	.00	.00	62.11	TRANSFERS FROM
97 TOTALS	25.44	5.04	70.13	17.57	.00	.00	118.18	
98 OTHR	16.41-	.00	.00	.00	.00	.00	16.41-	TRANSFERS TO
98 STOP	22.46	2.70	35.26	9.06	.00	.00	69.48	PAYMENT VOID
98 TOTALS	6.05	2.70	35.26	9.06	.00	.00	53.07	
99 OTHR	17.30-	.00	.00	.00	.00	.00	17.30-	TRANSFERS TO

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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	
99 STOP	23.68	2.84	34.34	9.13	.00	.00	69.99	PAYMENT VOID
99 TOTALS	6.38	2.84	34.34	9.13	.00	.00	52.69	
00 OTHR	17.52-	.00	.00	.00	.00	.00	17.52-	TRANSFERS TO
00 STOP	24.09	2.89	32.04	8.85	.00	.00	67.87	PAYMENT VOID
00 TOTALS	6.57	2.89	32.04	8.85	.00	.00	50.35	
01 OTHR	15.73-	.00	.00	.00	.00	.00	15.73-	TRANSFERS TO
01 STOP	24.09	2.89	29.15	8.42	.00	.00	64.55	PAYMENT VOID
01 TOTALS	8.36	2.89	29.15	8.42	.00	.00	48.82	
02 OTHR	19.92-	.00	2.52-	36.98-	.00	.00	59.42-	TRANSFERS TO
02 STOP	26.36	3.16	28.73	8.74	.00	.00	66.99	PAYMENT VOID
02 TOTALS	6.44	3.16	26.21	28.24-	.00	.00	7.57	
03 STOP	26.82	3.22	26.02	8.41	.00	.00	64.47	PAYMENT VOID
03 TOTALS	26.82	3.22	26.02	8.41	.00	.00	64.47	
04 STOP	26.63	3.20	22.64	7.87	.00	.00	60.34	PAYMENT VOID
04 TOTALS	26.63	3.20	22.64	7.87	.00	.00	60.34	
05 STOP	26.63	3.20	19.44	7.39	.00	.00	56.66	PAYMENT VOID
05 TRNF	227.85	27.34	157.22	61.86	.00	.00	474.27	TRANSFERS FROM
05 TOTALS	254.48	30.54	176.66	69.25	.00	.00	530.93	
06	26.75	.00	.00	.00	.00	.00	26.75	TRANSFERS FROM
06	.00	.00	.00	.00	.00	26.75-	26.75-	TRANSFERS TO
06 CBR	.00	.00	.00	.00	.00	26.75	26.75	CREDIT REFUND
06 SSPT	119.25	.00	.00	.00	.00	.00	119.25	TRANSFERS FROM
06 SSPT	.00	.00	.00	.00	.00	119.25-	119.25-	TRANSFERS TO
06 STOP	26.63	3.20	16.24	6.91	.00	.00	52.98	PAYMENT VOID
06 TRNF	96.45	11.58	58.84	25.03	.00	119.25	311.15	TRANSFERS FROM
06 TRNF	289.70-	20.46-	103.98-	44.24-	.00	.00	458.38-	TRANSFERS TO
06 TOTALS	20.62-	5.68-	28.90-	12.30-	.00	.00	67.50-	
07	34.40	.00	.00	.00	.00	.00	34.40	TRANSFERS FROM
07	.00	.00	.00	.00	.00	34.40-	34.40-	TRANSFERS TO
07 CBR	.00	2.30	.41	.00	.00	34.40	37.11	PAYMENT REFUND
07 SSPT	123.13	.00	.00	.00	.00	.00	123.13	TRANSFERS FROM
07 SSPT	.00	.00	.00	.00	.00	123.13-	123.13-	TRANSFERS TO
07 STOP	26.63	3.20	13.05	6.43	.00	.00	49.31	PAYMENT VOID
07 TRNF	.00	.00	.00	.00	.00	123.13	123.13	TRANSFERS FROM
07 TRNF	291.17-	20.13-	82.19-	40.51-	.00	.00	434.00-	TRANSFERS TO
07 TOTALS	107.01-	14.63-	68.73-	34.08-	.00	.00	224.45-	
08	34.39	.00	.00	.00	.00	.00	34.39	TRANSFERS FROM
08	.00	.00	.00	.00	.00	34.39-	34.39-	TRANSFERS TO
08 CBR	.00	.46	.07	.00	.00	7.64	8.17	PAYMENT REFUND
08 CBR	.00	.00	.00	.00	.00	26.75	26.75	CREDIT REFUND
08 SSPT	123.13	.00	.00	.00	.00	.00	123.13	TRANSFERS FROM
08 SSPT	.00	.00	.00	.00	.00	123.13-	123.13-	TRANSFERS TO
08 STOP	26.63	3.20	9.85	5.95	.00	.00	45.63	PAYMENT VOID

TAX ADJUSTMENT LISTING
 3/01/12 - 3/31/12
 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	
08 TRNF	.00	.00	.00	.00	.00	231.72	231.72	TRANSFERS FROM
08 TRNF	123.14-	.00	.00	.00	.00	.00	123.14-	TRANSFERS TO
08 TOTALS	61.01	3.66	9.92	5.95	.00	108.59	189.13	
09	34.40	.00	.00	.00	.00	.00	34.40	TRANSFERS FROM
09	.00	.00	.00	.00	.00	34.40-	34.40-	TRANSFERS TO
09 APCR	.00	.00	.00	.00	.00	147.80	147.80	TRANSFERS FROM
09 APCR	130.76-	11.77-	5.27-	.00	.00	.00	147.80-	TRANSFERS TO
09 CBR	.00	.92	1.91	1.57	.00	7.65	12.05	PAYMENT REFUND
09 CBR	.00	.00	.00	.00	.00	26.75	26.75	CREDIT REFUND
09 SSPT	123.13	.00	.00	.00	.00	.00	123.13	TRANSFERS FROM
09 SSPT	.00	.00	.00	.00	.00	123.13-	123.13-	TRANSFERS TO
09 STOP	26.63	3.20	6.66	5.47	.00	.00	41.96	PAYMENT VOID
09 TRNF	394.86	43.24	88.92	73.85	.00	297.21	898.08	TRANSFERS FROM
09 TRNF	470.75-	37.06-	53.64-	39.62-	.00	368.13-	969.20-	TRANSFERS TO
09 TOTALS	22.49-	1.47-	38.58	41.27	.00	46.25-	9.64	
10	3373.81	.00	.00	.00	.00	.00	3373.81	TRANSFERS FROM
10	.00	.00	.00	.00	.00	3373.81-	3373.81-	TRANSFERS TO
10 CBR	.00	19.52	4.57	1.43	.00	269.32	294.84	PAYMENT REFUND
10 CBR	.00	.00	.00	.00	.00	2479.93	2479.93	CREDIT REFUND
10 CEIL	239.66	.00	.00	.00	.00	.00	239.66	TRANSFERS FROM
10 CEIL	.00	.00	.00	.00	.00	239.66-	239.66-	TRANSFERS TO
10 SCP	419.21	.00	.00	.00	.00	.00	419.21	TRANSFERS FROM
10 SCP	.00	.00	.00	.00	.00	419.21-	419.21-	TRANSFERS TO
10 SSPT	2839.49	1.62	.46	.00	.00	.00	2841.57	TRANSFERS FROM
10 SSPT	.00	.00	.00	.00	.00	1993.79-	1993.79-	TRANSFERS TO
10 STOP	26.63	3.20	3.46	4.99	.00	.00	38.28	PAYMENT VOID
10 TRNF	1347.80	188.24	194.28	254.46	.00	3315.67	5300.45	TRANSFERS FROM
10 TRNF	6066.03-	299.73-	303.27-	430.44-	.00	.00	7099.47-	TRANSFERS TO
10 TOTALS	2180.57	87.15-	100.50-	169.56-	.00	38.45	1861.81	
11	24134.25	.00	.00	.00	.00	.00	24134.25	TRANSFERS FROM
11	.00	.00	.00	.00	.00	24134.25-	24134.25-	TRANSFERS TO
11 APCR	.00	.00	.00	.00	.00	8297.52	8297.52	TRANSFERS FROM
11 APCR	7616.16-	528.28-	149.74-	.00	.00	3.34-	8297.52-	TRANSFERS TO
11 CBR	.00	392.77	65.46	.00	.00	6546.17	7004.40	PAYMENT REFUND
11 CBR	.00	.00	.00	.00	.00	45055.03	45055.03	CREDIT REFUND
11 CEIL	2109.35	.00	.00	.00	.00	.00	2109.35	TRANSFERS FROM
11 CEIL	.00	.00	.00	.00	.00	2109.35-	2109.35-	TRANSFERS TO
11 NSF	13603.30	943.46	267.48	.00	.00	6.31	14820.55	PAYMENT VOID
11 OTHR	8090.10	554.23	149.73	1125.18	.00	.00	9919.24	PAYMENT VOID
11 SCP	419.21	.00	.00	.00	.00	.00	419.21	TRANSFERS FROM
11 SCP	.00	.00	.00	.00	.00	419.21-	419.21-	TRANSFERS TO
11 SSPT	2844.65	.00	.00	.00	.00	.00	2844.65	TRANSFERS FROM
11 SSPT	.00	.00	.00	.00	.00	3692.43-	3692.43-	TRANSFERS TO
11 STOP	26.63	1.60	.27	4.28	.00	5808.23	5841.01	PAYMENT VOID
11 TF	149.44	3.59	.59	.00	.00	.00	153.62	TRANSFERS FROM
11 TF	.00	.00	.00	.00	.00	153.62-	153.62-	TRANSFERS TO
11 TRNF	6800.15	134.24	30.94	133.58	.00	7872.20	14971.11	TRANSFERS FROM
11 TRNF	12918.96-	112.62-	31.80-	113.11-	.00	108.11-	13284.60-	TRANSFERS TO
11 TOTALS	37641.96	1388.99	332.93	1149.93	.00	42965.15	83478.96	
TOTALS	40202.76	1370.17	1304.84	1233.84	.00	43065.94	87177.55	

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS ADJUSTMENTS TO ORIGINAL	THIS PERIOD ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	66,898,349.19	.00	3,643.56	37,628.94-	33,985.38-	66,864,363.81
- BASE TAX PAID	58,472,225.95	1,541,311.67	12,666.59-	24,975.37-	37,641.96-	59,975,895.66
- BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/- ADJUSTMENTS TO UNPAID TAX	.00	.00	.00	.00	.00	.00
= OUTSTANDING BASE TAX	8,426,123.24					6,888,468.15

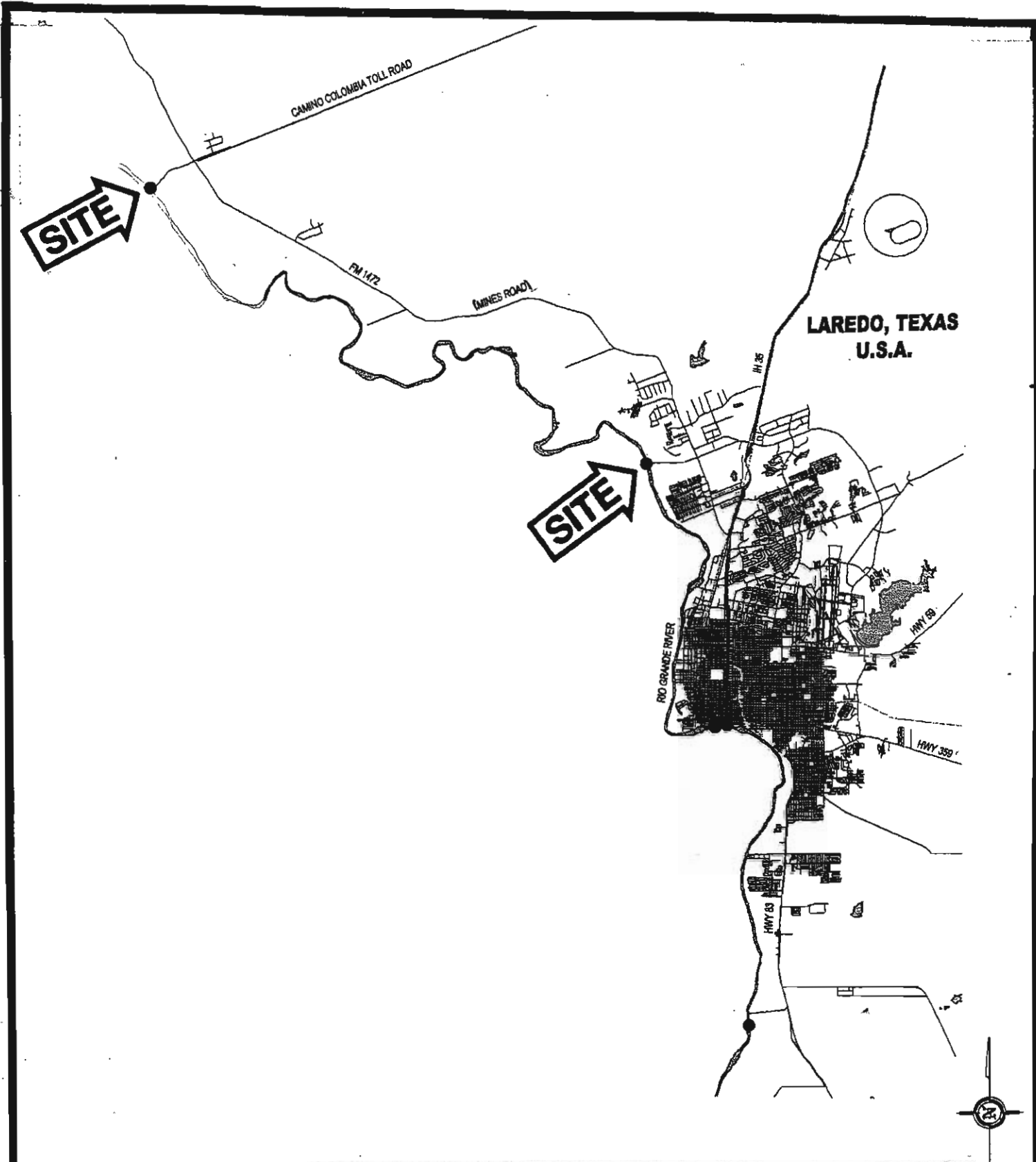
- CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						

OTHER PAID:						
PENALTY	141,874.93	92,882.46	887.75-	501.24-	1,388.99-	233,368.40
INTEREST	23,674.42	25,320.49	253.13-	79.80-	332.93-	48,661.98
COLLECTION FEE	4,864.74	9,856.89	1,012.07-	137.86-	1,149.93-	13,571.70
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	51,524.93	17,153.31	8,463.58-	34,501.57-	42,965.15-	25,713.09
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	58,694,164.97	1,686,524.82	23,283.12-	60,195.84-	83,478.96-	60,297,210.83

	PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	814,175,879.36	.00	8,441.92	41,458.30-	33,016.38-	814,142,862.98
- BASE TAX PAID	801,022,181.60	1,713,733.50	12,504.36-	27,698.40-	40,202.76-	802,695,712.34
- 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	13,150,963.73					11,444,416.61
CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						
OTHER PAID:						
PENALTY	18,444,397.90	111,670.44	894.16-	476.01-	1,370.17-	18,554,698.17
INTEREST	4,829,169.87	63,766.07	442.75-	862.09-	1,304.84-	4,891,631.10
COLLECTION FEE	8,861,161.23	42,031.53	1,012.87-	220.97-	1,233.84-	8,901,958.92
DISCOUNT	.00	.00	.00	.00	.00	.00
UNAPPLIED	29,547.33	18,093.58	8,572.17-	34,493.77-	43,065.94-	4,574.97
DEFERRED	.00	.00	.00	.00	.00	.00
TOTAL PAID	833,186,457.93	1,949,295.12	23,426.31-	63,751.24-	87,177.55-	835,048,575.50

COUNCIL COMMUNICATION

<p>DATE: 04/16/12</p>	<p>SUBJECT: MOTION Consideration for approval of the World Trade/Columbia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities as complete, approval of change order no. 3 a decrease of \$5,361.69 for the balance of contingency allowance and approval of final payment in the amount of \$17,787.12 to Leyendecker Construction, Inc., Laredo, Texas. Final construction contract amount is \$1,811,401.86. Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond.</p>																				
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Manager</p>																				
<p>PREVIOUS COUNCIL ACTION: On November 28, 2011, City Council approved the World Trade/Columbia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities as substantially complete, release of retainage in the amount of \$81,511.35 and approval of change order no. 2 an increase of \$116,763.55 for changes to dock door heights, to the construction contract with Leyendecker Construction, Inc., Laredo, Texas.</p>																					
<p>BACKGROUND: The City of Laredo proposed two Cold Storage Inspection Facilities (World Trade and Columbia Solidarity Bridges) at the current Customs and Border Protection (CBP) import lots. Each cold storage inspection facility was approximately 6,000 square feet. Included in the project was also a new drainage, power and lighting to accommodate the proposed refrigerated units.</p> <p>Plans and specifications were prepared by Frank Architects, Inc., Laredo, Texas.</p> <p>This change order no. 3 is for the balance of contingency allowance.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Original construction contract amount.....</td> <td style="text-align: right;">\$1,700,000.00</td> </tr> <tr> <td colspan="2">(Approved by City Council on December 6, 2010)</td> </tr> <tr> <td>Change order no. 1.....</td> <td style="text-align: right;">\$ -0-</td> </tr> <tr> <td colspan="2">(Approved by City Council on August 15, 2011)</td> </tr> <tr> <td colspan="2">To add eighty (80) calendar days to the construction contract time with Leyendecker Construction, Inc., Laredo, Texas, for the World Trade/Columbia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities to add independent electrical meters and associated electrical modifications.</td> </tr> <tr> <td>Change order no. 2.....</td> <td style="text-align: right;">\$ 116,763.55</td> </tr> <tr> <td colspan="2">(Approved by City Council on November 28, 2011)</td> </tr> <tr> <td colspan="2">For changes to dock door heights.</td> </tr> <tr> <td>This change order no. 3.....</td> <td style="text-align: right;"><u>\$ (5,361.69)</u></td> </tr> <tr> <td>Final construction contract amount.....</td> <td style="text-align: right;">\$1,811,401.86</td> </tr> </table> <p>The project was completed within the contract time allotted.</p>		Original construction contract amount.....	\$1,700,000.00	(Approved by City Council on December 6, 2010)		Change order no. 1.....	\$ -0-	(Approved by City Council on August 15, 2011)		To add eighty (80) calendar days to the construction contract time with Leyendecker Construction, Inc., Laredo, Texas, for the World Trade/Columbia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities to add independent electrical meters and associated electrical modifications.		Change order no. 2.....	\$ 116,763.55	(Approved by City Council on November 28, 2011)		For changes to dock door heights.		This change order no. 3.....	<u>\$ (5,361.69)</u>	Final construction contract amount.....	\$1,811,401.86
Original construction contract amount.....	\$1,700,000.00																				
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Change order no. 2.....	\$ 116,763.55																				
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For changes to dock door heights.																					
This change order no. 3.....	<u>\$ (5,361.69)</u>																				
Final construction contract amount.....	\$1,811,401.86																				
<p>FINANCIAL IMPACT: Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond. Account No. 402-4323-535-4010 Account No. 553-4065-535-9201</p>																					
<p>COMMITTEE RECOMMENDATION: N/A.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>																				



**CONSIDERATION FOR APPROVAL OF THE WORLD TRADE/COLOMBIA
 SOLIDARITY BRIDGES PORT OF ENTRY REFRIGERATED INSPECTION FACILITIES
 AS COMPLETE, APPROVAL OF CHANGE ORDER No. 3 AND APPROVAL OF FINAL PAYMENT**

City Council Meeting
 April 16, 2012

**CITY OF LAREDO
 ENGINEERING DEPARTMENT**
 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: MOTION Consideration for approval to amend the contract for Antares Development Corporation to increase in the amount of \$185,500.00 utilizing the BuyBoard cooperative purchasing program contract 331-09 for the continuation of Phase IV of the data management system. This will allow final completion of the Animal Control Services automation to improve field operations, inspections and permitting as well as operations of the pound and to test and implement a functional electronic medical/dental record and archiving system for clinical and laboratory services to improve patient care and customer service (through improved records management and archiving) and will prepare the health department for new Medicaid and third party billing requirements for the term of November 1, 2011 through October 31, 2012. Funding is available through the Health Department Budget.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H. Health Director
PREVIOUS COUNCIL ACTION: On October 17, 2011, Council approved motion.	
BACKGROUND: <p>The City of Laredo Health Department (CLHD) embarked on a sustained effort to introduce new technologies and best practices into its program and operations processes. The first project in two phases was the Vital Statistics Data Management Program (VSDM) implemented with technical services support from Antares Development Corporation (Antares). Then through the buy board contract, Phase III was initiated to further automate, archive and streamline the data system operations in Environmental Health Services mobile processes for food permits, food safety management, inspections and enforcement.</p> <p>This Phase IV amendment will allow completion of the Animal Control Services automation to improve field operations, inspections and permitting. The archiving will assist with enforcement of illegal pet vending, neglect and cruelty as well as improve monitoring and permitting (pet permits, pet registration) and rabies control. The mobile field data capture, automated enforcement and improved documentation through electronic forms and mobile field computing will improve efficiency. In addition, the service will enhance operations and management of the pound through improved records management, communication, program monitoring and tracking accountability of services and administration.</p> <p>It will also allow us to test and implement a functional electronic medical/dental record and archiving system for clinical and laboratory services to improve patient care, customer service, improve records management (archiving of records, improved records search, storage, electronic filing data system, create electronic forms and records keeping in a secure and confidential manner while improving the current patient encounter and software-Insight). Finally, this will prepare the health department for new Medicaid and third party billing requirements.</p>	
FINANCIAL: The accounts that will be used are 226-6800-543-5526 (\$98,050.00), 226-6007-543-5526 – Project HEOP04 (\$7,450.00), and 226-6500-543-5526 – Project HECH04 (\$80,000.00).	
RECOMMENDATION:	STAFF: Recommends that Council approve the motion.

COUNCIL COMMUNICATION

DATE: 04/16/12	SUBJECT: Resolution 2012-R-026 Authorizing the City Manager to submit a grant application in the estimate amount of \$500,000 to the Texas Automobile Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2012 through August 31, 2013. This grant pays salaries, equipment and supplies for LPD personnel to combat auto theft in the City of Laredo.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Carlos Maldonado Chief of Police
PREVIOUS COUNCIL ACTION: None	
ACTION PROPOSED: That City Council authorizes City Manager to submit a grant application to the Texas Automobile Theft Prevention Authority for funding the Laredo Auto Theft Task Force for the period of September 1, 2012 through August 31, 2013.	
BACKGROUND: This grant will be on its 20 th year of funding. Funding for this program will be divided between the Texas Automobile Theft Prevention Authority Division and the City of Laredo.	
FINANCIAL: None	
RECOMMENDATION:	STAFF: Recommends that Council authorize the City Manager to submit the application.

RESOLUTION # 2012-R-035

Authorizing the City Manager to submit a grant application in the estimate amount of \$500,000 to the Texas Automobile Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2012 through August 31, 2013. This grant pays salaries, equipment and supplies for LPD personnel to combat auto theft in the City of Laredo.

Whereas, under the Texas Automobile Theft Prevention Authority grant, the Laredo Police Department, will provide one (1) Sergeant and four (4) investigators that will investigate auto theft cases.

Whereas, the Texas Automobile Theft Prevention Authority will support this grant for the 20th year if goals have been accomplished.

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

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

Section 1: The City Manager is authorized to submit a grant application to the Texas Automobile Theft Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2012 through August 31, 2013.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2012.

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

<p>DATE:</p> <p>4/16/2012</p>	<p>SUBJECT: Resolution # 2012-R-30</p> <p>Accepting a grant awarded by the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA) in the amount of \$736,104 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2012 through December 31, 2012</p> <p>Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2012 through December 31, 2012.</p>
<p>INITIATED BY: Cynthia Collazo Deputy City Manager</p>	<p>STAFF SOURCE: Carlos R. Maldonado Chief of Police</p>
<p>PREVIOUS COUNCIL ACTION: Council Approved Resolution # 2011-R-050 on June 06,2011</p>	
<p>ACTION PROPOSED: That City Council pass this Resolution</p>	
<p>BACKGROUND:</p> <p>The City of Laredo has been the Grantee agency for the past twenty one years of the Laredo Police Multi-Agency Financial Disruption Task Force and The Drug Related Public Corruption Task Force. The Task Force works together with other Local, State and Federal Agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.</p> <p>Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. The grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA).</p>	
<p>FINANCIAL: Financial Task Force \$736,104 Public Corruption \$ 99,916</p> <p>See attachment</p>	
<p>RECOMMENDATION:</p>	<p>STAFF: Staff recommends that this Resoultion be passed.</p>

RESOLUTION # 2012- R- 30

Accepting a grant awarded by the National Drug Control Policy (ONDCP) High Intensity Drug Trafficking Area (HIDTA) in the amount of \$736,104 to fund the Laredo Financial Narcotics Enforcement Team and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, fringe benefits, overtime, travel and operating expenses from January 1, 2012 through December 31, 2012. Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, travel and operating expenses from January 1, 2012 through December 31, 2012.

Whereas, the City Council previously adopted the budget for fiscal year 2011-2012; and

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

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

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

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

Section 1: Authorizing the City Manager to accept for a grant in the amount of \$736,104 to fund the Laredo Financial Disruption Task Force and a grant in the amount of \$99,916 to fund the Laredo Multi-Agency Drug Related Public Corruption Task Force. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP), and High Intensity Drug Trafficking Area (HIDTA) at no cost to the City. Funding will be used to pay personnel salaries, overtime, travel and operating expenses from January 1, 2012 through December 31, 2012.

Funding for the STX Multi Agency Drug Related Public Corruption Task Force will be used for payment of fringe benefits, overtime, and operating expenses from January 1, 2012 through December 31, 2012.

Section 2: the City of Laredo full time equivalents for 223-2337 reflects three (3) investigators, one (1) Administrative Assistant II

Section 3; The City Manager will be authorized to transfer the following full-time equivalents (FTE's) to the General fund in the event this grant is no longer funded: Three (3) investigators and one (1) Administrative Assistant II

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE
_____ DAY OF _____, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:



RAUL CASSO
CITY ATTORNEY

Initiative Cash by HIDTA

FY 2012

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	Laredo Police Department - City of Laredo	Drug Related Public Corruption HIDTA Task Force	99,916.00	Investigation	G12SS0001A
		Laredo Police Department HIDTA Task Force	736,104.00	Investigation	G12SS0001A
		Agency Total : Laredo Police Department - City of Laredo	836,020.00		
Total			836,020.00		

Budget Detail

2012 - SWB - South Texas

Initiative - Drug Related Public Corruption HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G12SS0001A)

Resource Recipient - Laredo Police Department

Awarded Budget (as approved by ONDCP)		\$836,020.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	2	\$10,321.00
Total Fringe		\$10,321.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	2	\$34,404.00
Total Overtime		\$34,404.00
Travel	Quantity	Amount
Investigative/Operational		\$3,000.00
Training	2	\$6,000.00
Total Travel		\$9,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$5,004.00
Service contracts		\$6,000.00
Training		\$2,500.00
Total Services		\$13,504.00
Equipment	Quantity	Amount
Communications - mobile phones & pagers		\$887.00
Computers - desktop, laptop & notebook		\$4,000.00
Computers - peripherals & printers		\$800.00
Technical investigative equipment - visual		\$10,000.00
Total Equipment		\$15,687.00
Supplies	Quantity	Amount
Investigative/operational		\$12,000.00
Total Supplies		\$12,000.00
Other	Quantity	Amount
PE/PI/PS		\$5,000.00
Total Other		\$5,000.00
Total Budget		\$99,916.00

Budget Detail

2012 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G12SS0001A)

Resource Recipient - Laredo Police Department

Awarded Budget (as approved by ONDCP)		\$836,020.00
Personnel	Quantity	Amount
Administrative Staff	1	\$6,946.00
Financial Staff	1	\$46,592.00
Investigative - Law Enforcement Officer	7	\$418,310.00
Total Personnel		\$471,848.00
Fringe	Quantity	Amount
Administrative staff	1	\$1,394.00
Financial staff	1	\$14,533.00
Investigative - Law Enforcement Officer	7	\$125,494.00
Total Fringe		\$141,421.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	7	\$38,800.00
Total Overtime		\$38,800.00
Travel	Quantity	Amount
Administrative	10	\$5,000.00
Investigative/Operational	7	\$6,500.00
Training	10	\$6,000.00
Total Travel		\$17,500.00
Services	Quantity	Amount
Communications - data lines		\$4,147.00
Communications - mobile phones & pagers		\$13,884.00
Communications - office phones		\$6,000.00
Service contracts		\$6,504.00
Training		\$1,500.00
Total Services		\$32,035.00
Supplies	Quantity	Amount
Investigative/operational		\$25,500.00
Office		\$4,000.00
Total Supplies		\$29,500.00

Budget Detail

2012 - SWB - South Texas

Initiative - Laredo Police Department HIDTA Task Force

Award Recipient - Laredo Police Department - City of Laredo (G12SS0001A)

Resource Recipient - Laredo Police Department

Awarded Budget (as approved by ONDCP)		\$836,020.00
Other	Quantity	Amount
PE/PI/PS		\$5,000.00
Total Other		\$5,000.00
	Total Budget	\$736,104.00

COUNCIL COMMUNICATION

<p>DATE: 04/16/2012</p>	<p>SUBJECT: RESOLUTION 2012-R-032 AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO CONTRACT WITH THE BORDER ENVIRONMENT COOPERATION COMMISSION (BECC) IN THE AMOUNT OF \$50,000.00 TO CONDUCT THE CHILDREN'S ENVIRONMENTAL HEALTH INITIATIVE BY THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FOR THE TERM PERIOD BEGINNING APRIL 1, 2012 THROUGH APRIL 1, 2013.</p>
<p>INITIATED BY: Cynthia Collazo Deputy City Manager</p>	<p>Staff Source: Hector F. Gonzalez, M.D., M.P.H. Health Director</p>
<p>PREVIOUS COUNCIL ACTION: None.</p>	
<p>BACKGROUND:</p> <p>The Border Environment Cooperation Commission has contracted with the City of Laredo Health Department to help preserve, protect and enhance environmental health (EH) along the Texas/Mexico border in order to advance the health and well-being of persons living along the United States and Mexico. In particular, the City of Laredo has a long history in Border 2012 activities that promotes environmental health and safety and conservation.</p> <p>With increased commerce, industrialization and population growth, an array of environmental risks could pose a concern to children's health and safety. Health disparities, 40% uninsured and medically indigent in Laredo make children more susceptible and vulnerable to household hazardous materials (HHHM), pesticides, and chemical residue and air toxins. The inappropriate storage, use and disposal of these items can expose children and their families to health risks. Past Border 2012 efforts and Community Action for a Renewed Environment (CARE) intervention have shown that Laredo children are at an increased risk at home to indoor air contaminants and household chemicals. This requires active surveillance for prevention, risk reduction and for appropriate public health and medical management.</p> <p>This project will:</p> <ul style="list-style-type: none"> • Reduce accidental exposure to household hazardous and chemicals in the home environment affecting children by 10%. Texas Poison Control data is baseline. • Increase children's EH exposure awareness in rural and urban settings along the Texas/Mexico Border and in particular in Laredo and surrounding areas. • Develop HHHM and EH surveillance as a routine measure among providers • Share data and findings with Nuevo Laredo, Mexico • Stimulate physician sentinel information to be shared with the CLHD on a routine basis for tracking and prevention of risks <p align="center">Budget on next page</p>	
<p>FINANCIAL: The City of Laredo will receive \$50,000.00 in funds from the Border Environment Cooperation Commission. The revenue line item 226-0000-327-9023 is hereby increased by \$50,000.00. The revenue line item 222-0000-372-1000 is hereby decreased by \$50,000.00. The expenditure division 226-6803 with project number HEEH01 is hereby increased by \$50,000.00. The expenditure division 226-6801-544-9900 is hereby decreased by \$50,000.00. The total budget remains the same.</p>	
<p>RECOMMENDATION:</p>	<p>STAFF: Recommends that Council approve resolution.</p>

BUDGET

CATEGORIES	APPROVED BUD.	
REVENUES		
BECC REVENUE	\$	50,000
PROGRAM INCOME		0
TOTAL REVENUES	\$	50,000
EXPENSES		
PERSONNEL	\$	0
FRINGE BENEFITS		0
TRAVEL		1,237
EQUIPMENT		1,412
SUPPLIES		1,349
CONTRACTUAL		44,280
OTHER		1,722
SUB-TOTAL	\$	0
INDIRECT CHARGES		0
RESERVE (PROGRAM INC.)		0
TOTAL	\$	50,000

RESOLUTION 2012-R-032

AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO CONTRACT WITH THE BORDER ENVIRONMENT COOPERATION COMMISSION (BECC) IN THE AMOUNT OF \$50,000.00 TO CONDUCT THE CHILDREN'S ENVIRONMENTAL HEALTH INITIATIVE BY THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FOR THE TERM PERIOD BEGINNING APRIL 1, 2012 THROUGH APRIL 1, 2013.

WHEREAS, the Border Environment Cooperation Commission has contracted with the City of Laredo Health Department to help preserve, protect and enhance the environment of the border region in order to advance the well-being of the people of the United States and Mexico. In particular, the City of Laredo has a long history in Border 2012 activities that promotes environmental health and safety conservation; and

WHEREAS, with increased commerce, industrialization and population growth, an array of environmental contaminants pose a growing risk to children's health and safety on the United States/Mexico Border. Health disparities, uninsured and medically indigent (up to 45% of children) along the US/Mexico Border make children more susceptible and vulnerable to household hazardous materials, pesticides, and chemical residue and air toxins. The inappropriate storage, use and disposal of these items increase the risk to children and their families; and

WHEREAS, past Border 2012 efforts and our CARE intervention have shown that Laredo children are at an increased risk at home to indoor air contaminants and household chemicals. This requires constant active surveillance for prevention, reduce risk and for appropriate medical management; and

WHEREAS, This project will reduce accidental exposure to household hazardous and chemicals in the home environment affecting children by 10%, increase children's EH exposure awareness in rural and urban settings along the Texas/Mexico Border and in particular in Laredo and surrounding areas, develop HHHM and EH surveillance as a routine measure among providers, share data and findings with Nuevo Laredo, Mexico and stimulate physician sentinel information to be shared with the CLHD on a routine basis.

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

Section 1: Authorizing the City Manager to accept and enter into contract with the Border Environment Cooperation Commission in the amount of \$50,000.00 for the Children's Environmental Health Initiative in Laredo by the City of Laredo Health Department for the term period beginning April 1, 2012 through April 1, 2013.

Section 2: The revenue line item 226-0000-327-9023 is hereby increased by \$50,000.00. The revenue line item 222-0000-372-1000 is hereby decreased by \$50,000.00.

Section 3: The expenditure division 226-6803 with Project Number HEEH01 is hereby increased by \$50,000.00. The expenditure division 226-6801-544-9900 is hereby decreased by \$50,000.00. The total budget remains the same.

Section 4: The City Manager is hereby authorized to make transfers within the budget as allowable to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2012.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

COUNCIL COMMUNICATION

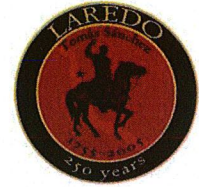
DATE: 04/16/2012	SUBJECT: MOTION CONSIDERATION FOR ACCEPTANCE, APPROVAL OF CREDIT CHANGE ORDER AND FINAL PAYMENT IN THE AMOUNT OF \$9,155.00 TO STAR OPERATIONS, INC. FOR THE ITS SYSTEM INTEGRATION PROJECT. THE CITY OF LAREDO HAS BEEN WORKING TO UPGRADE INTELLIGENT TRANSPORTATION SYSTEMS TO ADDRESS THE GROWING DEMAND IN THE CENTRAL BUSINESS DISTRICT AND TO PROVIDE COMMUNICATION TO SIGNALS FROM THE TRAFFIC MANAGEMENT CENTER LOCATED AT THE TRAFFIC SAFETY DEPARTMENT. THE TOTAL ADJUSTED CONTRACT AMOUNT IS \$375,320.00. FUNDING IS AVAILABLE IN THE INTELLIGENT TRANSPORTATION SYSTEM PROJECT FUND.
INITIATED BY: Carlos Villarreal – City Manager	STAFF SOURCE: Jesus Olivares – Assistant City Manager Roberto Murillo, P.E. – Traffic Manager
PREVIOUS COUNCIL ACTION: The Laredo City Council authorized the award of contract to Star Operations, Inc. for the CSJ 0922-33-140, Intelligent Transportation System (ITS) Integration Project to upgrade the downtown traffic signal cabinets; 10/18/10	
BACKGROUND: The project consists of the removal and replacement of 56 downtown traffic signal cabinets with all new equipment and the integration / communication of these traffic signals with the traffic management center located at the Traffic Safety Division. The integration will include all new computer equipment and necessary software for the traffic management center upgrade. Plans and specifications were prepared by Kimley-Horn and Associates, Inc. The Project has been completed under a credit Change Order in the amount of -\$32,246.20 Project Award \$ 407,566.20 Change Order <u>\$ 32,246.20</u> 375,320.00 The Traffic Safety Division and The Texas Department of Transportation have reviewed the final completion application. All warranties were acquired with the acquisition of the installed hardware.	
FINANCIAL IMPACT: Funding is available under the Intelligent Transportation System project (458-2662-525.42-80)	

COUNCIL COMMUNICATION

COMMITTEE RECOMMENDATION: <ul style="list-style-type: none">- Finance Committee approval- Operation Committee approval	STAFF RECOMMENDATION: <p>Staff recommends approval.</p>
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City of Laredo
Traffic Safety Department
Engineering Section



Special Provision
Speed Hump Study
At

Jalapa Street
March 2012

Includes:

Traffic Counts ✓	Signatures ✓	Speed Study ✓	Accident Data ✓
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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	EB 40 MPH	WB 34.6MPH	Q
Minimum street length of 700 ft	<u>1450 ft.</u>		Q
Chief of Fire department approval			N/S
Chief of Police department approval			Q
Approval by 75% of residents within proposed speed cushion(s) project location	<u>PENDING</u>		N/S
Accident report within one year			N/S
Geometric characteristics of the street			Q
Street must not be classified as a Major Collector or an Arterial			Q




Findings:

The results of the special provision evaluation indicated that approval was not granted by the fire department and accident reports within one year were not satisfied.

Staff recommendation:

Staff recommends City Council deny the installation of speed cushions along Jalapa Street.



-  Proposed Speed Hump
-  Speed Hump Sign
-  Speed Hump Ahead Sign

 **TRAFFIC SAFETY DEPARTMENT**
JALAPA STREET
PROPOSED SPEED CUSHION

CITY OF LAREDO

Traffic Safety Division

Engineering Section

Street: : Jalapa St

Site: 68

Cross: :

Date: 03/20/12

Counter: : 4

Direction: EB

Begin Time	Total	1-14 MPH	15-19 MPH	20-24 MPH	25-29 MPH	30-34 MPH	35-39 MPH	40-44 MPH	45-49 MPH	50-54 MPH	55-59 MPH	60-64 MPH	65-69 MPH	70-99 MPH	Avg
12:AM	3	0	0	0	1	2	0	0	0	0	0	0	0	0	30
01:00	1	0	0	1	0	0	0	0	0	0	0	0	0	0	22
02:00	2	0	0	2	0	0	0	0	0	0	0	0	0	0	22
03:00	3	0	0	0	3	0	0	0	0	0	0	0	0	0	27
04:00	1	0	0	0	1	0	0	0	0	0	0	0	0	0	27
05:00	7	0	1	1	2	2	0	1	0	0	0	0	0	0	28
06:00	9	0	2	3	1	2	1	0	0	0	0	0	0	0	25
07:00	50	1	0	14	18	17	0	0	0	0	0	0	0	0	27
08:00	9	0	1	2	0	2	2	2	0	0	0	0	0	0	31
09:00	2	0	0	0	0	1	0	0	0	0	0	0	0	1	58
10:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1	*
11:00	3	0	0	1	0	0	0	0	0	0	0	0	0	2	64
12:PM	2	0	0	0	0	0	1	0	0	0	0	0	0	1	61
01:00	4	0	1	0	2	0	1	0	0	0	0	0	0	0	27
02:00	4	0	0	0	0	1	2	1	0	0	0	0	0	0	37
03:00	4	0	0	0	0	2	1	0	0	0	0	0	0	1	46
04:00	8	0	1	0	1	1	0	1	0	0	0	0	1	3	55
05:00	5	0	0	0	3	0	0	0	0	0	0	0	0	2	50
06:00	5	0	0	1	1	1	0	0	0	0	1	0	0	1	44
07:00	18	0	1	3	3	6	1	3	0	0	0	0	0	1	34
08:00	18	0	0	2	5	6	2	3	0	0	0	0	0	0	32
09:00	13	0	0	1	6	5	1	0	0	0	0	0	0	0	29
10:00	8	0	0	2	2	3	0	0	0	0	0	0	0	1	35
11:00	2	0	0	0	1	1	0	0	0	0	0	0	0	0	30
Daily	182	1	7	33	50	52	12	11	0	0	1	0	1	14	33
Totals															
Percent of Total		0.5	3.8	18.1	27.5	28.6	6.6	6.0	0.0	0.0	0.5	0.0	0.5	7.7	

Percentile Speeds	10%	15%	50%	85%	90%
	21.7	23.0	30.1	40.0	44.1

10 MPH Pace Speed : 25 - 35
 Number in pace : 102
 % in pace : 56.0

Speed Exceeded	45 MPH	55 MPH	65 MPH
Percentage	8.8	8.8	8.2
Totals	16	16	15

CITY OF LAREDO

Traffic Safety Division

Engineering Section

Street: : Jalapa St

Cross: :

Counter: : 4

Site: 68

Date: 03/20/12

Direction: WB

Begin Time	Total	1-14 MPH	15-19 MPH	20-24 MPH	25-29 MPH	30-34 MPH	35-39 MPH	40-44 MPH	45-49 MPH	50-54 MPH	55-59 MPH	60-64 MPH	65-69 MPH	70-99 MPH	Avg
12:AM	6	0	0	0	1	3	1	1	0	0	0	0	0	0	34
01:00	2	0	0	1	0	1	0	0	0	0	0	0	0	0	27
02:00	2	0	0	0	1	1	0	0	0	0	0	0	0	0	30
03:00	3	0	0	0	1	2	0	0	0	0	0	0	0	0	30
04:00	2	0	0	0	0	1	0	1	0	0	0	0	0	0	37
05:00	8	0	0	1	4	2	1	0	0	0	0	0	0	0	29
06:00	19	0	1	4	6	5	3	0	0	0	0	0	0	0	28
07:00	95	0	3	21	42	25	3	0	0	0	0	0	1	0	28
08:00	100	1	9	14	39	32	4	1	0	0	0	0	0	0	27
09:00	22	1	4	5	7	4	1	0	0	0	0	0	0	0	25
10:00	18	0	1	8	5	3	1	0	0	0	0	0	0	0	26
11:00	19	0	2	7	6	3	1	0	0	0	0	0	0	0	25
12:PM	13	1	0	0	8	2	1	0	0	0	0	0	0	1	32
01:00	10	0	0	1	2	3	3	1	0	0	0	0	0	0	32
02:00	22	0	1	1	10	8	1	0	1	0	0	0	0	0	30
03:00	36	1	7	14	10	2	1	1	0	0	0	0	0	0	24
04:00	30	0	1	18	6	3	0	0	1	0	0	0	0	1	27
05:00	9	1	1	2	4	0	0	0	0	0	0	0	0	1	29
06:00	12	1	3	5	2	1	0	0	0	0	0	0	0	0	21
07:00	28	2	1	1	7	5	7	3	2	0	0	0	0	0	32
08:00	16	0	0	2	5	4	3	2	0	0	0	0	0	0	31
09:00	18	0	2	0	1	6	4	4	1	0	0	0	0	0	34
10:00	9	0	0	0	1	3	2	3	0	0	0	0	0	0	36
11:00	6	0	0	0	0	3	3	0	0	0	0	0	0	0	34
Daily Totals	505	8	36	105	168	122	40	17	5	0	0	0	1	3	28

Percent of Total	1.6	7.1	20.8	33.3	24.2	7.9	3.4	1.0	0.0	0.0	0.0	0.0	0.2	0.6
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Percentile Speeds	<u>10%</u>	<u>15%</u>	<u>50%</u>	<u>85%</u>	<u>90%</u>
	20.3	21.5	28.1	34.6	37.0

10 MPH Pace Speed : 25 - 35
 Number in pace : 290
 % in pace : 57.4

Speed Exceeded	: 45 MPH	55 MPH	65 MPH
Percentage	: 1.8	0.8	0.8
Totals	: 9	4	4



City of Laredo
Traffic Safety Division

Fire Department
Speed Cushions Installation Approval

March 22, 2012

A request for placement of speed cushions along Jalapa Street between North Merida Drive and Dorado Drive (attached Figure 1) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed cushions should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Fire Department is being requested for the installation of the proposed speed cushions along Jalapa Street between North Merida Drive and Dorado Drive. The approval of this installation is needed to initiate and complete the speed cushion installation process.

Approve
Installation: _____

Deny
Installation: X

Reasons/Comments: The Fire Department is opposed to speed cushions because they can further injure patient with spinal/head injuries. In addition, the delay response times.

Steve Landin
Steve Landin
Fire Chief

Date: 3 / 27 / 12



City of Laredo
Traffic Safety Division

Police Department
Speed Cushions Installation Approval

March 22, 2012

A request for placement of a speed humps along Jalapa Street between North Merida Drive and Dorado Drive (attached Figure 1) was forwarded to the Traffic Safety Division. Under ordinance 2008-0-053 Speed Hump Installation Policy adopted by City Ordinance, **Paragraph C. - Eligibility Requirements – 3 Operational Characteristics of the Street letter f. - speed cushions should not be installed on street that are defined or used as primary routine emergency vehicle access route. Fire and Police approval will be required.** An approval from the Police Department is being requested for the installation of the proposed speed cushions along Jalapa Street between North Merida Drive and Dorado Drive. The approval of this installation is needed to initiate and complete the speed cushions installation process.

Approve
Installation:

Reasons/Comments: _____

Deny
Installation:

C. Maldonado
Carlos Maldonado
Chief of Police

Date: 4 / 2 / 12

COUNCIL COMMUNICATION

DATE: 04/02/2012	SUBJECT: Consideration to authorize a contract with Kraftsman Commercial Playgrounds through the Buyboard Cooperative Purchasing Agreement Program's contract pricing, in the total amount of \$69,492.25 for the purchase and installation of fitness equipment at Ryan Elementary. Funding is available in the 2010 District III and IV Discretionary Funds-Ryan Elementary Equipment.																																													
INITIATED BY: Horacio De Leon, Assistant City Manager	STAFF SOURCE: Osbaldo Guzman, Jr, Parks and Leisure Services Director																																													
PREVIOUS COUNCIL ACTION: Authorized participation in the BuyBoard cooperative purchasing program.																																														
BACKGROUND: Authorization to contract with Kraftsman Commercial Playgrounds through the BuyBoard Cooperative Purchasing Program's contract pricing for the purchase and installation fitness equipment. Kraftsman Commercial Playgrounds 19535 Haude Road Spring, TX 77388 <table border="0" style="width: 100%;"> <tr> <td style="width: 150px;">1 Stair Climber by Greenfield</td> <td style="text-align: right;">\$1,840.00</td> </tr> <tr> <td>1 4-Peson Leg Press by Greenfield</td> <td style="text-align: right;">\$3,335.00</td> </tr> <tr> <td>1 2-Person Vertical Arm Press by Greenfield</td> <td style="text-align: right;">\$3,335.00</td> </tr> <tr> <td>1 2-Person Air Walker by Greenfield</td> <td style="text-align: right;">\$1,825.00</td> </tr> <tr> <td>1 2-Person Lat Pull-Down by Greenfield</td> <td style="text-align: right;">\$3,335.00</td> </tr> <tr> <td>1 2-Person Sit Up Benches by Greenfield</td> <td style="text-align: right;">\$2,155.00</td> </tr> <tr> <td>1 Tai-Chi Spinner by Greenfield</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>1 2-Person Chest Press by Greenfield</td> <td style="text-align: right;">\$3,335.00</td> </tr> <tr> <td>1 Rower by Greenfield</td> <td style="text-align: right;">\$1,885.00</td> </tr> <tr> <td>1 2-Person Cross-Country Ski by Greenfield</td> <td style="text-align: right;">\$3,335.00</td> </tr> <tr> <td>1 2-Person Pendulum and Dip Station by Greenfield</td> <td style="text-align: right;">\$3,335.00</td> </tr> <tr> <td>1 Recumbent Bike by Greenfield</td> <td style="text-align: right;">\$1,640.00</td> </tr> <tr> <td>1 Butterfly by Greenfield</td> <td style="text-align: right;">\$2,495.00</td> </tr> <tr> <td>1 4-Person twisting station by Greenfield</td> <td style="text-align: right;">\$2,150.00</td> </tr> <tr> <td>1 Concrete Pad, 4" thick concrete pad with rebar, reinforced, broom finish, minimum 500 sq. ft.</td> <td style="text-align: right;">\$17,640.00</td> </tr> <tr> <td>1 Discount on Buy Board Purchase</td> <td style="text-align: right;">(\$680.00)</td> </tr> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$50,960.00</td> </tr> <tr> <td style="text-align: right;">Shipping and Handling</td> <td style="text-align: right;">\$6,200.00</td> </tr> <tr> <td style="text-align: right;">Equipment Subtotal</td> <td style="text-align: right;">\$57,160.00</td> </tr> <tr> <td style="text-align: right;">Tax</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: right;"><u>Installation</u></td> <td style="text-align: right;"><u>\$12,332.25</u></td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$69,492.25</td> </tr> </table>			1 Stair Climber by Greenfield	\$1,840.00	1 4-Peson Leg Press by Greenfield	\$3,335.00	1 2-Person Vertical Arm Press by Greenfield	\$3,335.00	1 2-Person Air Walker by Greenfield	\$1,825.00	1 2-Person Lat Pull-Down by Greenfield	\$3,335.00	1 2-Person Sit Up Benches by Greenfield	\$2,155.00	1 Tai-Chi Spinner by Greenfield	\$0.00	1 2-Person Chest Press by Greenfield	\$3,335.00	1 Rower by Greenfield	\$1,885.00	1 2-Person Cross-Country Ski by Greenfield	\$3,335.00	1 2-Person Pendulum and Dip Station by Greenfield	\$3,335.00	1 Recumbent Bike by Greenfield	\$1,640.00	1 Butterfly by Greenfield	\$2,495.00	1 4-Person twisting station by Greenfield	\$2,150.00	1 Concrete Pad, 4" thick concrete pad with rebar, reinforced, broom finish, minimum 500 sq. ft.	\$17,640.00	1 Discount on Buy Board Purchase	(\$680.00)	Subtotal	\$50,960.00	Shipping and Handling	\$6,200.00	Equipment Subtotal	\$57,160.00	Tax	\$0.00	<u>Installation</u>	<u>\$12,332.25</u>	Total	\$69,492.25
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FINANCIAL IMPACT: The fitness equipment will be purchased through the following accounts: Dist III 466-9822-535-4552 \$50,000-Ryan Elementary Equipment Dist IV 466-9822-535-4656 \$1,852.25-Ryan Elementary Equipment Dist IV 466-9822-535-4657 \$17,640 (for concrete pad)-Ryan Elementary Exercise Improvements																																														
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.																																													

CITY OF LAREDO AND LAREDO INDEPENDENT SCHOOL DISTRICT
AGREEMENT FOR EXERCISE EQUIPMENT
AT RYAN ELEMENTARY

THIS AGREEMENT is entered into as of this 26th day of March, 2011¹², by and between the City of Laredo (hereinafter "City"), and the Laredo Independent School District ("LISD").

WHEREAS, the City of Laredo has chosen to promote physical fitness at Ryan Elementary School by providing exercise equipment, at the City's expense, for use and enjoyment by the students of Ryan Elementary School and the general public; and,

WHEREAS, the City is of the opinion that the donation of exercise equipment to Ryan Elementary School located at 2401 Clark Blvd., for use by the students of Ryan Elementary School and the general public will be highly beneficial to the taxpayers and residents of Laredo; and,

WHEREAS, the City and LISD agree to make the exercise equipment available for use by its students and the general public in accordance with the terms and conditions contained in this Agreement and such additional policies and procedures as may be developed; and,

WHEREAS, LISD agrees that it will have sole responsibility for the maintenance and upkeep of the exercise equipment to be donated by the City,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and LISD hereby agree to cooperate with each other in carrying out the above stated purposes, and to that end do agree as follows:

1. Responsibilities of the City.

A. Donation of Exercise Equipment. The City will donate exercise equipment to LISD for use at Ryan Elementary School, such equipment listed in Attachment "A" to this Agreement and identified as follows:

- (1) Stair Climber
- (1) 2 person sit-up bench
- (1) 4 person pendulum abs and dip station
- (1) 2 person Air Walker
- (1) 2 person Lat pull down
- (1) Tai-Chi spinner
- (1) Recumbent bike
- (1) 4 person leg press

- (1) 2 person chest press
- (1) Butterfly unit
- (1) Rower
- (1) 2 person Vertical press
- (1) 2 person Cross country ski
- (1) Waist twisting unit

B. Installation and Construction of Exercise Area. The City will at its sole cost and expense install the exercise equipment and construct an exercise area on LISD's designated premises, as identified below. The exercise area constructed by the City shall comply with all federal and state ADA accessibility requirements. The City will be responsible for transporting the equipment to LISD's property for installation. The City will provide and install the following: (1) A perimeter fence between the exercise area and LISD's adjoining premises; (2) a perimeter concrete walkway around the exercise equipment; (3) adequate lighting for the exercise area; and, (4) access to an outdoor water fountain.

2. Responsibilities of LISD.

A. Dedication of Premises. LISD shall designate a portion of the premises of Ryan Elementary School measuring 36 feet by 56 feet for the public's use of the exercise equipment and improvements to be installed and constructed by the City as described in Section 1, above. The location of this exercise area is identified on the diagram attached to this Agreement as Attachment "B".

B. Maintenance of the Exercise Equipment. Maintenance of the above referenced equipment, and all costs associated therewith, shall be the sole responsibility of LISD.

3. Public Use of the Equipment. As part of the consideration to the City for its donation of the subject exercise equipment, LISD agrees to permit the general public to enter the exercise area identified in Attachment "B" for use of the exercise equipment pursuant to the terms of this Agreement and to the following guidelines:

A. Scheduling. LISD shall be fully responsible for scheduling all use of the equipment during school hours. All scheduling will be coordinated through the Plant Facilities and Support Services Department and campus administration.

B. Community Use. The equipment shall be available for city-wide community purposes to the maximum extent possible throughout the year. Community access includes use of the equipment as follows:

Weekdays from 5:00 p.m. to 11:00 p.m. and Weekends from 6:00 a.m. to 11:00 p.m.

5. **Operation:** LISD shall take responsibility for the day-to-day use of the equipment, and shall be responsible for providing staffing, supervision, and security as deemed appropriate by LISD during regularly scheduled school hours when school is in session, and after school hours when the equipment is made available for use by the general public.

6. **Student Safety.** The safety and security of LISD students and staff are of utmost importance. Therefore, use of the equipment during school hours will be limited to use by students, teachers and other school staff. Use of the equipment by members of the general public will take place when school is not in session and will be governed by the LISD's policies and administrative regulations regarding facilities use.

7. **Entire agreement.** This document constitutes is the entire agreement on the subject matter between the parties.

SIGNED, in duplicate originals, on this the 26th day of March, 2012.

CITY OF LAREDO
By: [Signature]
Carlos Villarreal, City Manager

LAREDO INDEPENDENT SCHOOL DIST.
By: [Signature]
Dr. Marcus Nelson, Superintendent

ATTEST:
By: [Signature]
Gustavo Guevara, City Secretary



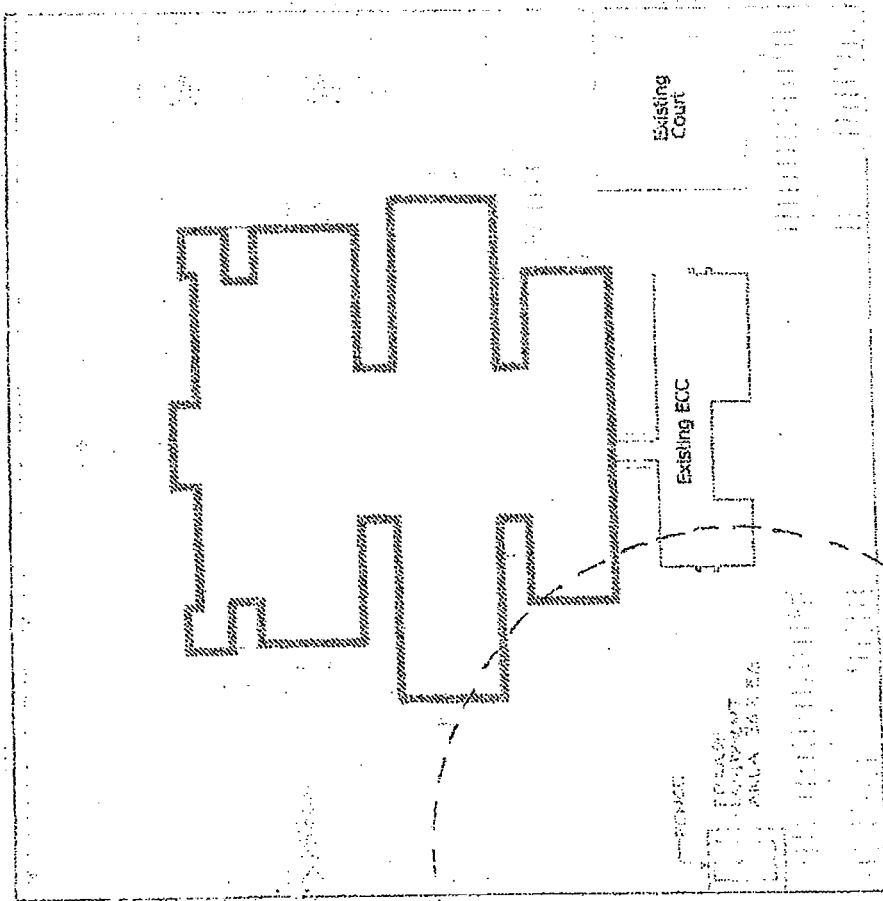
APPROVED AS TO FORM:
[Signature]
Raul Casso
City Attorney

[Signature]
John A. Kazen
Attorney for LISD

10-11-68

MILMO AVE

CLARK BLVD.



GUSTAVUS ST.

TEXAS AVE.

Existing Court

Existing ECC

MUSSEY ST.

MILMO AVE.

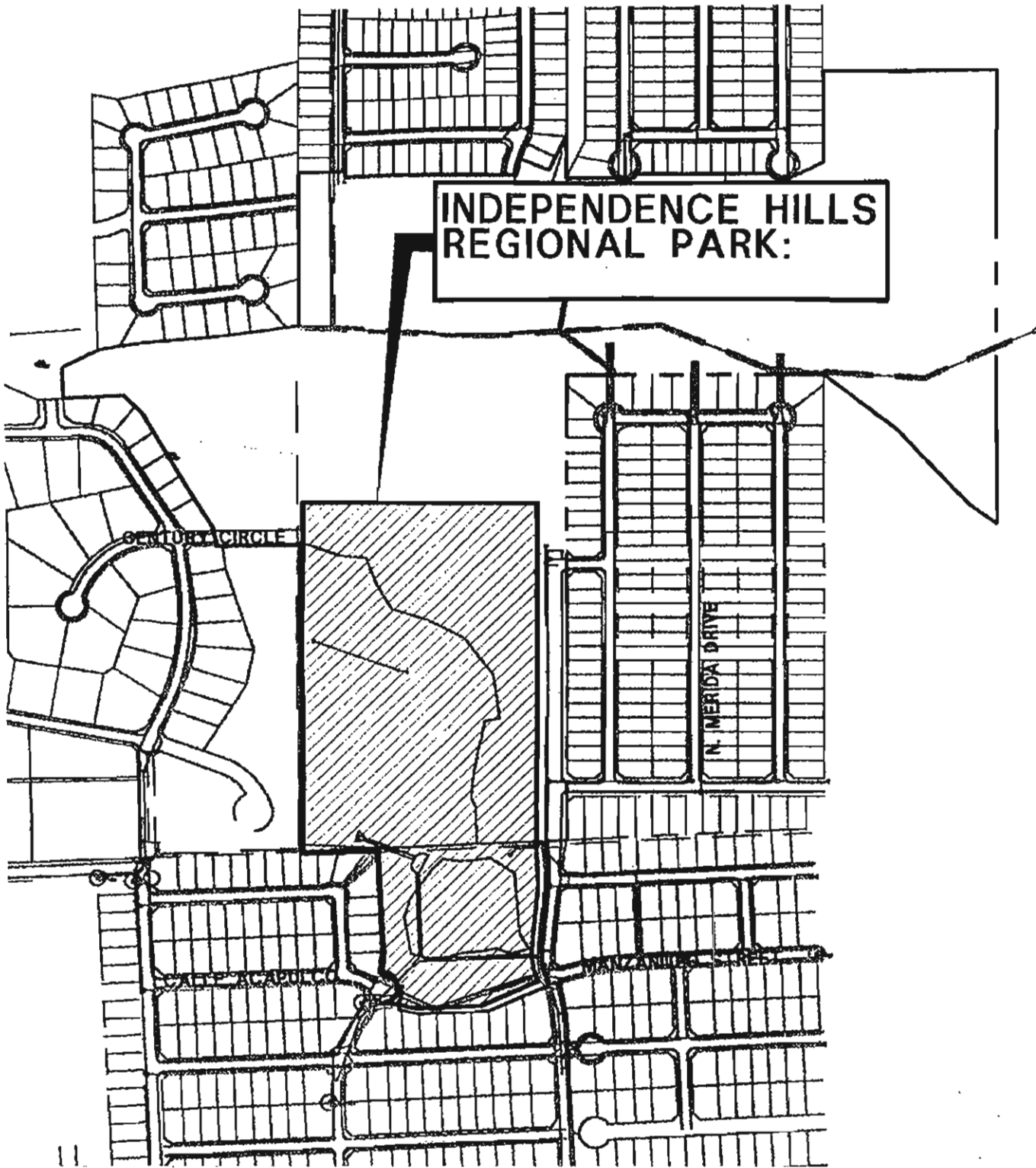
MARTIN AVE.

GUSTAVUS ST.

EXHIBIT
 B

COUNCIL COMMUNICATION

<p>DATE: 04/16/12</p>	<p>SUBJECT: MOTION Consideration for approval of the Independence Hills Regional Park as Complete, release of retainage and approval of final payment in the amount of \$156,250.00 to Zertuche Construction, LLC., Laredo, Texas, for a final construction contract amount of \$3,125,000.00. Funding is available in the 2007 C.O., 2008 C.O., Capital Improvements Fund and Parks Capital Grants.</p>																		
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Osbaldo Guzman, Parks and Leisure Services Director</p>																		
<p>PREVIOUS COUNCIL ACTION: On October 18, 2010, City Council approved change order no. 1 an increase of \$625,000.00 to the construction contract with Zertuche Construction, LLC., Laredo, Texas, for the Laredo Independence Hills Regional Park - Phase II for additional park structures and to add one hundred twenty (120) calendar days.</p>																			
<p>BACKGROUND: The original project consisted of site work, a new park road and parking, underground utilities, entry monumentation, skate plaza, basketball court, trails, lighting, an off leash dog area, baseball and softball fields, soccer fields, large group pavilion with concession building, spray plaza, and playground.</p> <p>Plans and specifications were prepared by TBG Partners, Austin, Texas.</p> <table border="0" data-bbox="136 890 1360 1268"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$2,500,000.00</td> </tr> <tr> <td colspan="2">(Approved by City Council on February 16, 2010)</td> </tr> <tr> <td>Change no.1.....</td> <td align="right">\$625,000.00</td> </tr> <tr> <td colspan="2">(Approved by City Council on October 18, 2010)</td> </tr> <tr> <td colspan="2">For additional park structures and to add one hundred twenty (120) calendar days.</td> </tr> <tr> <td>Change order no. 2.....</td> <td align="right">\$ -0-</td> </tr> <tr> <td colspan="2">(Approved by City Manager on July 15, 2011)</td> </tr> <tr> <td colspan="2">To add forty-five (45) calendar days to the construction contract time.</td> </tr> <tr> <td>Final construction contract amount.....</td> <td align="right">\$3,125,000.00</td> </tr> </table>		Original construction contract amount.....	\$2,500,000.00	(Approved by City Council on February 16, 2010)		Change no.1.....	\$625,000.00	(Approved by City Council on October 18, 2010)		For additional park structures and to add one hundred twenty (120) calendar days.		Change order no. 2.....	\$ -0-	(Approved by City Manager on July 15, 2011)		To add forty-five (45) calendar days to the construction contract time.		Final construction contract amount.....	\$3,125,000.00
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<p>FINANCIAL IMPACT: Funding is available in the: 2007 C.O. – Account No. 462-9822-535-4253 2007 C.O. – Account No. 462-9822-535-4313 2008 C.O. Account No. 463-9822-535-9576 Capital Improvements Fund – Account No. 402-4322-535-4231 Capital Improvements Fund – Account No. 402-4311-535-4285 Parks Capital Grants – Account No. 457-3160-555-4237</p>																			
<p>COMMITTEE RECOMMENDATION: N/A.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>																		



**INDEPENDENCE HILLS
REGIONAL PARK:**

**CONSIDERATION FOR APPROVAL OF THE INDEPENDENCE HILLS REGIONAL
PARK AS COMPLETE AND APPROVAL OF FINAL PAYMENT**



City Council Meeting
April 16 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

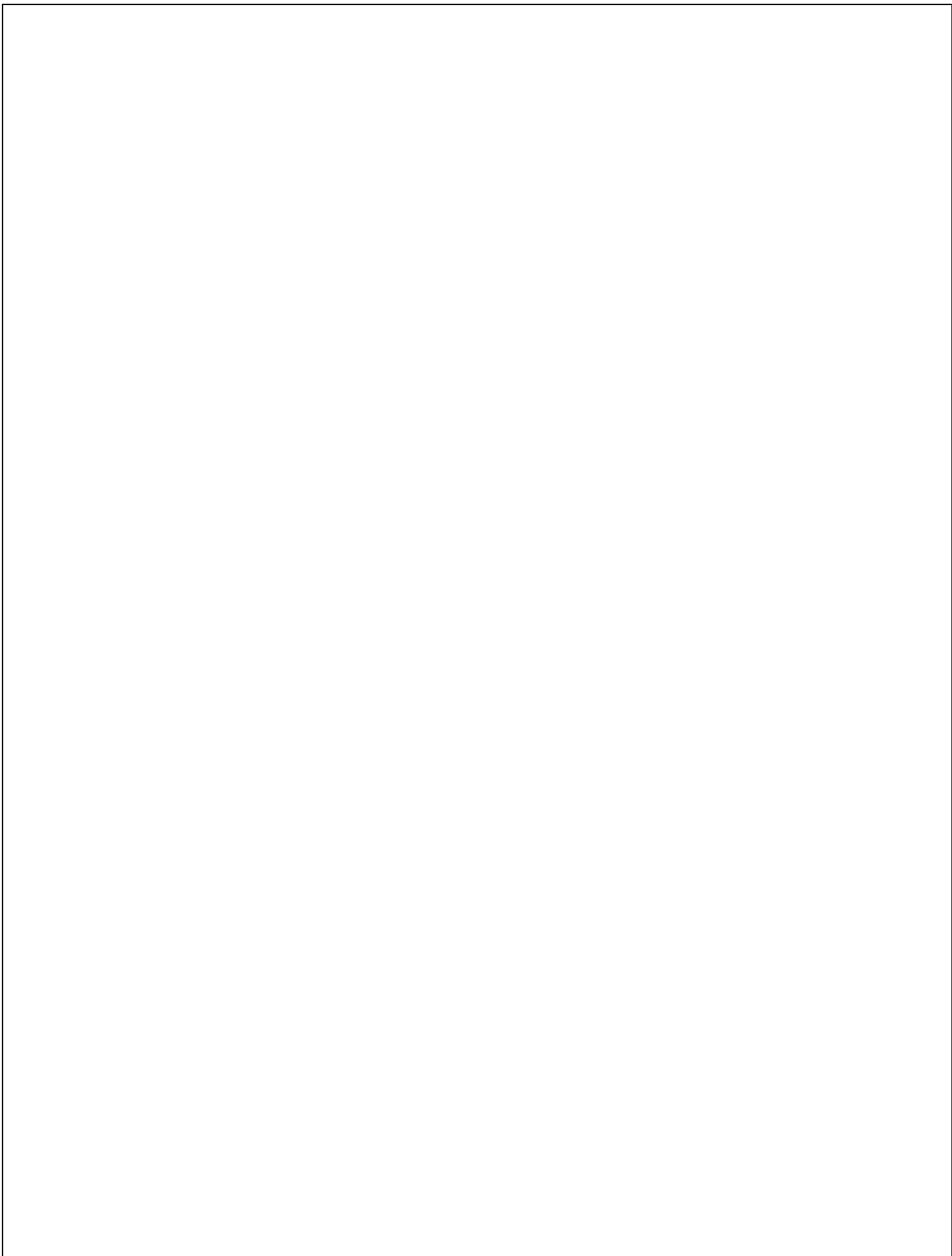
AGENDA ITEM

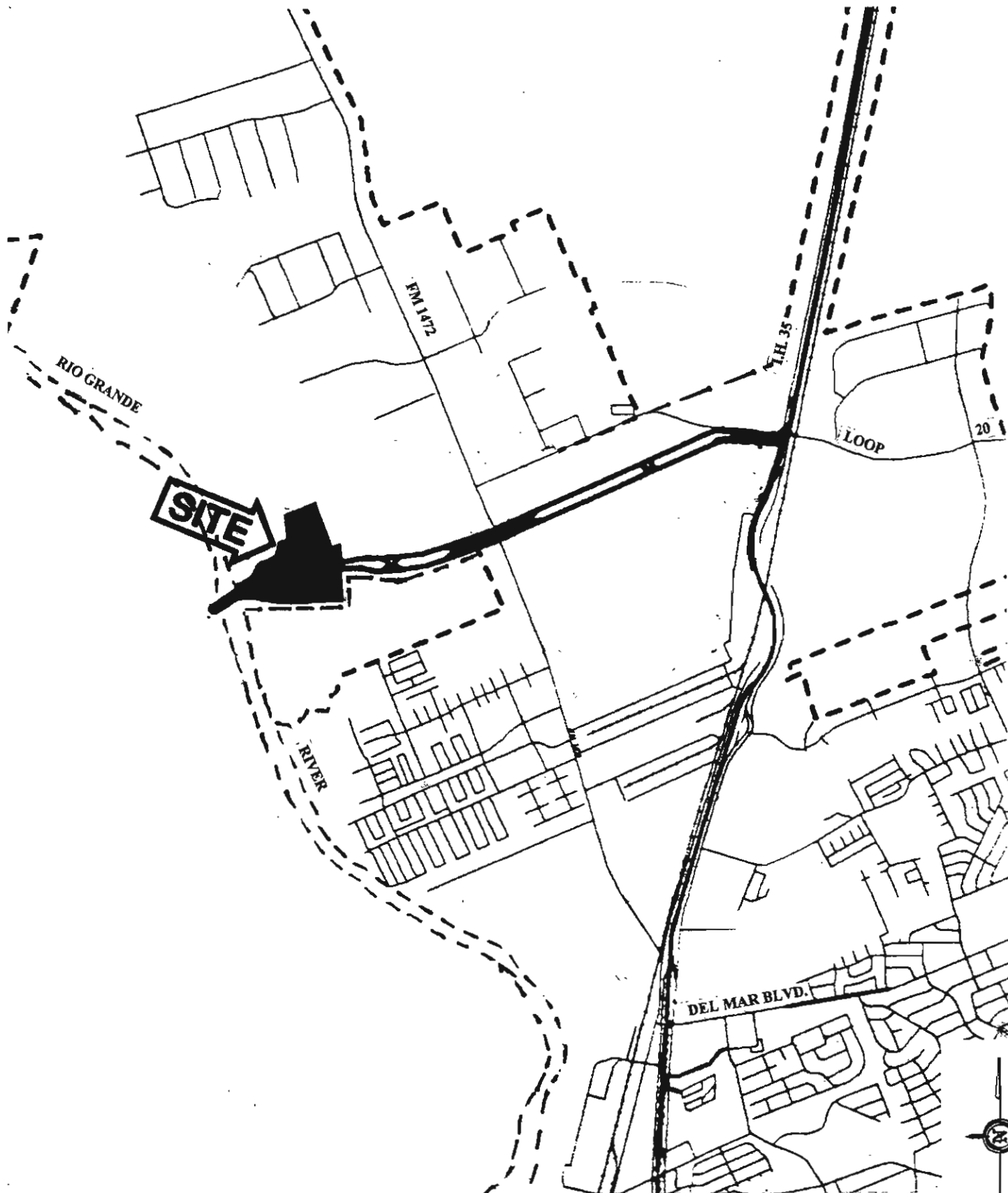
COUNCIL COMMUNICATION

DATE: 04/16/2012	SUBJECT: MOTIONS Consideration to award contract FY12-047 to low bidder Novem Water System, McAllen, Texas in the estimated annual amount of \$60,979.20 for providing pool chemicals for the Parks and Leisure Services Department. Funding is available in the Parks and Leisure Services Department budget.													
INITIATED BY: Horacio De Leon Jr., Assistant City Manager	STAFF SOURCE: Osbaldo Guzman, Parks and Leisure Services Dept. Director Francisco Meza, Purchasing Agent													
PREVIOUS COUNCIL ACTION: Bid FY11-036 was awarded to Acetylene Oxygen Co., Laredo, Texas on March 25, 2011. Less than \$50,000.00														
BACKGROUND: The City received five bids for the purchase of pool chemicals for the maintenance of the City's swimming pools. Because of lack of storage space and safety concerns, the requested chemicals will be delivered on three shipments pools locations.														
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Bid Summary</th> <th style="text-align: left;">Contract Pricing</th> </tr> </thead> <tbody> <tr> <td>Novem Water System</td> <td>\$64,189.20</td> </tr> <tr> <td>Mayfield Pools</td> <td>\$64,711.10</td> </tr> <tr> <td>G.G. Construction Inc.</td> <td>\$69,246.20</td> </tr> <tr> <td>Leslie's Poolmart</td> <td>\$69,381.58</td> </tr> <tr> <td>F2 Industries, LLC</td> <td>\$12,804.00</td> </tr> </tbody> </table>			Bid Summary	Contract Pricing	Novem Water System	\$64,189.20	Mayfield Pools	\$64,711.10	G.G. Construction Inc.	\$69,246.20	Leslie's Poolmart	\$69,381.58	F2 Industries, LLC	\$12,804.00
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F2 Industries, LLC	\$12,804.00													
FINANCIAL IMPACT: Funding is available in the Parks and Recreation Department budget. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Parks and Recreation Department – Parks Maintenance, Chemicals Account Number: 101-3120-552-3860.														
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be awarded.													

COUNCIL COMMUNICATION

<p>DATE: 04/16/12</p>	<p>SUBJECT: MOTION Consideration for approval of the World Trade International Bridge Hazardous Material Containment System Retrofit as complete, release of retainage and approval of final payment in the amount of \$42,824.91 to the Gibson & Associates, Inc., Balch Springs, Texas. Final construction contract amount is \$856,498.20. Funding is available in the Revenue Bond Series 2005A – Improvements Other Than Buildings.</p>												
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Manager</p>												
<p>PREVIOUS COUNCIL ACTION: On December 20, 2010, City Council awarded a 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.</p>													
<p>BACKGROUND: The original project constructed a hazardous material containment system integral into the World Trade International Bridge, which captures and contained any hazardous material that was spilled on the international bridge.</p> <p>The project included 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 included 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 included 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> <table border="0" data-bbox="115 1087 1568 1354"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$846,338.20</td> </tr> <tr> <td colspan="2">(Approved by City Council on December 20, 2010)</td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right"><u>\$10,160.00</u></td> </tr> <tr> <td colspan="2">(Approved by City Manager on October 26, 2011)</td> </tr> <tr> <td colspan="2">For additional reinforcing steel and drain holes, additional Class “C” Concrete, additional riprap (Class “B” Concrete), and deck drain assembly.</td> </tr> <tr> <td>Final construction contract amount.....</td> <td align="right">\$856,498.20</td> </tr> </table> <p>The project was completed within the contract time allotted.</p>		Original construction contract amount.....	\$846,338.20	(Approved by City Council on December 20, 2010)		Change order no. 1.....	<u>\$10,160.00</u>	(Approved by City Manager on October 26, 2011)		For additional reinforcing steel and drain holes, additional Class “C” Concrete, additional riprap (Class “B” Concrete), and deck drain assembly.		Final construction contract amount.....	\$856,498.20
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Final construction contract amount.....	\$856,498.20												
<p>FINANCIAL IMPACT: Funding is available in the Revenue Bond Series 2005A – Improvements Other Than Buildings. Account No. 553-4065-535-9301</p>													
<p>COMMITTEE RECOMMENDATION: N/A.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>												





**CONSIDERATION FOR APPROVAL OF THE WORLD TRADE INTERNATIONAL
BRIDGE HAZARDOUS MATERIAL CONTAINMENT SYSTEM RETROFIT AS
COMPLETE AND APPROVAL OF FINAL PAYMENT**

City Council Meeting
April 16, 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 781-7346 FAX (710) 781-7496

AGENDA ITEM

COUNCIL COMMUNICATION

<p>DATE:</p> <p>4/16/12</p>	<p>SUBJECT: MOTION</p> <p>Project: Sanitary Sewer Rehabilitation</p> <p>Consideration for approval of change order #2 with a credit to the City of Laredo, acceptance of the project, and release of retainage in the amount of \$71,050.62 to Insituform Technologies, Inc., Houston, Texas; for the rehabilitation of several sewer lines and manholes for the Utilities Department. Change order #2 is to consolidate the final quantities with a credit in the amount of \$119,012.35 for the total contract amount of \$831,515.65 and an increase of one hundred and fifteen calendar days to the contract time. Funding is available in the 2009 Utility bond</p>												
<p>INITIATED BY:</p> <p>Jesus M. Olivares, Assistant City Manager</p>	<p>STAFF SOURCE:</p> <p>Tomas M. Rodríguez Jr., P.E., Utilities Director Francisco Meza, Purchasing Agent</p>												
<p>PREVIOUS COUNCIL ACTION:</p> <p>10/03/11: Approval of change order #1 in the amount of \$21,820.00 and an additional 15 calendar days to the contract time to Insituform Technologies, Inc. Houston, TX.</p>													
<p>BACKGROUND: Insituform Technologies rehabilitated the sanitary sewer main of the I-35 frontage rd 12" (6635LF), the Zacate Creek Plant 42" sewer interceptor (320LF), and the 8" sewer main (410LF) at Cleveland St. Utilizing the BuyBoard cooperative purchasing program's contract pricing, in the total amount of \$928,708.00</p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Original Amount:</td> <td style="padding: 5px; text-align: right;">\$ 928,708.00</td> <td style="padding: 5px; text-align: right;">Contract Time <u>180</u> Calendar Days</td> </tr> <tr> <td style="padding: 5px;">Change Order #1:</td> <td style="padding: 5px; text-align: right;">\$ 21,820.00</td> <td style="padding: 5px; text-align: right;">Increase contract time <u>15</u> Calendar Days</td> </tr> <tr> <td style="padding: 5px;">Change Order #2:</td> <td style="padding: 5px; text-align: right;">\$-119,012.35</td> <td style="padding: 5px; text-align: right;">Increase contract time <u>115</u> Calendar Days</td> </tr> <tr> <td style="padding: 5px; border-top: 1px solid black;">Final Amount:</td> <td style="padding: 5px; text-align: right; border-top: 1px solid black;">\$ 831,515.65</td> <td style="padding: 5px; text-align: right; border-top: 1px solid black;">Total Contract Time 310 Calendar Days</td> </tr> </table>		Original Amount:	\$ 928,708.00	Contract Time <u>180</u> Calendar Days	Change Order #1:	\$ 21,820.00	Increase contract time <u>15</u> Calendar Days	Change Order #2:	\$-119,012.35	Increase contract time <u>115</u> Calendar Days	Final Amount:	\$ 831,515.65	Total Contract Time 310 Calendar Days
Original Amount:	\$ 928,708.00	Contract Time <u>180</u> Calendar Days											
Change Order #1:	\$ 21,820.00	Increase contract time <u>15</u> Calendar Days											
Change Order #2:	\$-119,012.35	Increase contract time <u>115</u> Calendar Days											
Final Amount:	\$ 831,515.65	Total Contract Time 310 Calendar Days											
<p>FINANCIAL IMPACT: Funding is available from the 2009 Utility Bond Sewer Rehabilitation</p> <p>Account Number: 559-4283-538-0363</p>													
<p>COMMITTEE RECOMMENDATION:</p> <p>Operations Committee Finance Committee</p>	<p>STAFF RECOMMENDATION:</p> <p>Approve motion</p>												

COUNCIL COMMUNICATION

DATE: 4/16/12	SUBJECT: MOTIONS Consideration to award contract FY12-052 for the purchase of police pursuit tires and regular passenger tires for all City fleet vehicles to the low bidders meeting specifications: 1) GCR Tire Center, Laredo, Texas, in the estimated amount of \$134,983.50; and 2) A to Z Tire & Battery Inc, Amarillo, Texas in the estimated amount of \$83,458.20. All tires will be purchased on an as needed basis. Funding is available in the Fleet Fund.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E., Engineering Department Director Jack Dunn Jr, Fleet General Manager Francisco Meza Jr., Purchasing Agent
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PREVIOUS COUNCIL ACTION: None

BACKGROUND: The City received six bids for awarding an annual supply contract to furnish police pursuit and regular passenger tires needed for all City vehicles. The term of this contract will be for a one year period with an option to renew this contract for two additional one year periods. Staff has reviewed the bids submitted and is recommending that a contract be awarded to the low bidders meeting specifications GCR Tire Center and A to Z Tire & Battery Inc. Both companies have a local office in Laredo and will be delivering tires from their local store.

One of the apparent low bidders, American Tire Distributors is not being recommended for a contract awarded because they took an exception to section 1.2, age of tires- (not more than 6-months old from date of manufacture) and the Fleet operation has had issues on tire availability and delivery on a previous contract.

Vendor	Section	Tire Type	Total
GCR Tire Centers	Section I	Police Tires	\$134,983.50
	Section II	Passenger Car Tires	\$ 87,230.22
A to Z Tire & Battery Inc.	Section I	Police Tires	\$143,233.00
	Section II	Passenger Car Tires	\$ 83,432.00
American Tire Distribution	Section I	Police Tires- took exception section 1.2	\$134,626.50
	Section II	Passenger Car Tires	\$ 85,626.86
Southern Tire Mart LLC	Section I	Police Tires	\$136,365.00
	Section II	Passenger Car Tires	\$ 89,039.80
Wingfoot Commercial	Section I	Police Tires	\$146,033.00
	Section II	Passenger Car Tires	\$101,173.61
Caldwell County Chevrolet	Section I	Police Tires	\$343,450.00
	Section II	Passenger Car Tires	\$123,615.15

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 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 Maintenance 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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Bid Tabulation
Police Package Tire Passenger Car Tire
FY12-052

Section I - Police Package Tire			GGR Tires Centers Laredo, Tx			Caldwell County Chev. Calwell, Tx			Wingfoot Commercial Tire System LLC. Laredo, Tx			Southern Tire Mart LLC. Dallas, Tx			A to Z Tire + Battery Inc. Amarillo, Tx			American Tire Distribution McAllen, Tx			American Tire Distribution McAllen, Tx		
Item	Description	Qty	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed
1	P225-60R-16V Eagle RS-A Police Pursuit Radial, conventional thread (Goodyear Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.	400	\$ 90.21	\$ 36,084.00	Firestone	\$ 147.00	\$ 58,800.00	Goodyear	\$ 96.50	\$ 38,600.00	Goodyear	\$ 91.25	\$ 36,500.00	Firestone	\$ 89.50	\$ 35,800.00	Goodyear	\$ 89.50	\$ 35,800.00	Firestone	\$ 86.49	\$ 34,596.00	Goodyear
2	P215-55R17 Goodyear Police Pursuit Radial, conventional thread (Goodyear Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.	600	\$ 103.53	\$ 62,118.00	Firestone	\$ 244.00	\$ 146,400.00	Goodyear	\$ 106.92	\$ 64,152.00	Goodyear	\$ 104.55	\$ 62,730.00	Firestone	\$ 106.92	\$ 64,152.00	Goodyear	\$ 103.49	\$ 62,094.00	Firestone	\$ 103.89	\$ 62,334.00	Goodyear
3	P215-60R18 Goodyear Police Pursuit Radial, conventional thread (Goodyear Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.	350	\$ 105.09	\$ 36,781.50	Firestone	\$ 395.00	\$ 138,250.00	Firestone	\$ 123.66	\$ 43,281.00	Goodyear	\$ 106.10	\$ 37,135.00	Firestone	\$ 123.66	\$ 43,281.00	Goodyear	\$ 104.95	\$ 36,732.50	Firestone	\$ 119.64	\$ 41,874.00	Goodyear
Total Section I			\$ 134,983.50			\$ 343,450.00			\$ 146,033.00			\$ 136,365.00			\$ 143,233.00			\$ 134,676.50			\$ 138,804.00		

Section II - Passenger Car Tires																							
Item	Description	Qty	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed	Unit Price	Total	Tire Brand Proposed
1	L7215-45R16 HWY RIB 10 Ply	25	\$ 108.00	\$ 2,700.00	Firestone	\$ 149.00	\$ 3,725.00	Firestone	\$ 147.71	\$ 3,692.75	Goodyear	\$ 105.65	\$ 2,641.25	Firestone	\$ 120.97	\$ 3,024.25	Goodyear	\$ 104.70	\$ 2,617.50	Firestone	\$ 104.70	\$ 2,617.50	Firestone
2	L7235-45R16 HWY RIB 11 Ply	65	\$ 119.00	\$ 7,735.00	Firestone	\$ 315.00	\$ 20,475.00	Goodyear	\$ 124.51	\$ 8,093.15	Goodyear	\$ 117.80	\$ 7,657.00	Firestone	\$ 117.22	\$ 7,619.30	Goodyear	\$ 116.82	\$ 7,593.30	Firestone	\$ 116.82	\$ 7,593.30	Firestone
3	L7235-75R15 HWY RIB 10 Ply	15	\$ 107.00	\$ 1,605.00	Firestone	\$ 174.00	\$ 2,610.00	Firestone	\$ 120.42	\$ 1,806.30	Goodyear	\$ 104.30	\$ 1,564.50	Firestone	\$ 113.85	\$ 1,707.75	Goodyear	\$ 103.31	\$ 1,549.65	Firestone	\$ 103.31	\$ 1,549.65	Firestone
4	L7225-75R16 HWY RIB 10 Ply	6	\$ 121.00	\$ 726.00	Firestone	\$ 156.00	\$ 936.00	Firestone	\$ 115.74	\$ 694.44	Goodyear	\$ 120.55	\$ 723.30	Firestone	\$ 109.42	\$ 656.52	Goodyear	\$ 119.56	\$ 717.36	Firestone	\$ 119.56	\$ 717.36	Firestone
5	P205-65R15 Radial/Regatta 4Ply	2	\$ 82.38	\$ 164.76	Bridgestone	\$ 76.00	\$ 152.00	Goodyear	\$ 69.10	\$ 138.20	Goodyear	\$ 61.50	\$ 123.00	Firestone	\$ 65.33	\$ 130.66	Goodyear	\$ 59.95	\$ 119.90	Firestone	\$ 59.95	\$ 119.90	Firestone
6	P225-60R16 Non-Police 4Ply	65	\$ 86.50	\$ 5,622.50	Firestone	\$ 86.00	\$ 5,590.00	Goodyear	\$ 83.88	\$ 5,452.20	Goodyear	\$ 74.30	\$ 4,829.50	Firestone	\$ 81.48	\$ 5,296.20	Goodyear	\$ 71.95	\$ 4,676.75	Firestone	\$ 71.95	\$ 4,676.75	Firestone
7	L7245-75R16 RIB 10 Ply	95	\$ 113.00	\$ 10,735.00	Firestone	\$ 113.00	\$ 10,735.00	Firestone	\$ 123.28	\$ 11,711.60	Goodyear	\$ 112.85	\$ 10,720.75	Firestone	\$ 116.48	\$ 11,065.60	Goodyear	\$ 111.88	\$ 10,628.60	Firestone	\$ 111.88	\$ 10,628.60	Firestone
8	L7265-75R16 RIB TIRE-AT	8	\$ 133.00	\$ 1,064.00	Firestone	\$ 185.00	\$ 1,480.00	Firestone	\$ 150.63	\$ 1,205.04	Goodyear	\$ 133.10	\$ 1,064.80	Firestone	\$ 142.42	\$ 1,139.36	Goodyear	\$ 132.13	\$ 1,057.04	Firestone	\$ 132.13	\$ 1,057.04	Firestone
9	L7235-70R16 HWY RIB 10 Ply	20	\$ 103.06	\$ 2,073.20	Firestone	\$ -	\$ -	Goodyear	\$ 147.81	\$ 2,956.20	Goodyear	\$ 102.70	\$ 2,054.00	Firestone	\$ 110.43	\$ 2,208.60	Goodyear	\$ 101.71	\$ 2,034.20	Firestone	\$ 101.71	\$ 2,034.20	Firestone
10	P225-70R15 Radial/Regatta 4 Ply	35	\$ 89.95	\$ 3,148.25	Firestone	\$ 121.00	\$ 4,235.00	Firestone	\$ 151.11	\$ 5,288.35	Goodyear	\$ 89.90	\$ 3,146.50	Firestone	\$ 86.87	\$ 3,040.45	Goodyear	\$ 88.90	\$ 3,111.50	Firestone	\$ 88.90	\$ 3,111.50	Firestone
11	L7245-70R17 HWY RIB 10Ply	130	\$ 123.90	\$ 16,107.00	Firestone	\$ 169.00	\$ 21,970.00	Firestone	\$ 91.88	\$ 3,215.80	Goodyear	\$ 123.90	\$ 16,107.00	Firestone	\$ 142.87	\$ 18,573.10	Goodyear	\$ 122.95	\$ 15,983.50	Firestone	\$ 122.95	\$ 15,983.50	Firestone
12	L7255-70R19.5 RIB TIRE 12Ply	4	\$ 115.00	\$ 460.00	Firestone	\$ 195.00	\$ 780.00	Cooper	\$ 116.33	\$ 465.32	Goodyear	\$ 115.00	\$ 460.00	Firestone	\$ 109.98	\$ 439.92	Goodyear	\$ 113.95	\$ 455.80	Firestone	\$ 113.95	\$ 455.80	Firestone
13	L7225-70R19.5 RIB TIRE 12Ply	25	\$ 288.34	\$ 7,208.50	Firestone	\$ 302.54	\$ 7,563.50	Firestone	\$ 294.43	\$ 7,360.75	Goodyear	\$ 288.50	\$ 7,212.50	Firestone	\$ 389.68	\$ 4,742.00	Cooper	\$ 285.38	\$ 7,134.50	Firestone	\$ 285.38	\$ 7,134.50	Firestone
14	700 X 15 RIB TIRE 8Ply	12	\$ 78.00	\$ 936.00	SuperMax	\$ 198.00	\$ 2,376.00	Yokohama	\$ 120.83	\$ 1,449.96	Goodyear	\$ 85.00	\$ 1,020.00	Supermax	\$ 75.39	\$ 904.68	Heartland	\$ 92.84	\$ 1,114.08	Firestone	\$ 92.84	\$ 1,114.08	Firestone
15	P265-70R-16 HIGHWAY 4Ply	10	\$ 120.51	\$ 1,205.10	Firestone	\$ 190.00	\$ 1,900.00	General	\$ 146.28	\$ 1,462.80	Goodyear	\$ 120.55	\$ 1,205.50	Firestone	\$ 113.68	\$ 1,136.80	Goodyear	\$ 119.56	\$ 1,195.60	Firestone	\$ 119.56	\$ 1,195.60	Firestone
16	7.50 X 16 RIB TIRE 12Ply	12	\$ 95.00	\$ 1,140.00	SuperMax	\$ 305.00	\$ 3,660.00	Yokohama	\$ 139.20	\$ 1,670.40	Goodyear	\$ 144.30	\$ 1,731.60	Pimex	\$ 119.64	\$ 1,435.68	Samson	\$ 113.28	\$ 1,359.36	Firestone	\$ 113.28	\$ 1,359.36	Firestone
17	ST20575R15 (TRAILER TIRE)	50	\$ 75.00	\$ 3,750.00	Triangle	\$ 79.00	\$ 3,950.00	Uniroyal	\$ 80.20	\$ 4,010.00	Goodyear	\$ 84.00	\$ 4,200.00	Turnpike	\$ 66.03	\$ 3,301.50	Gladiator	\$ 71.44	\$ 3,572.00	Firestone	\$ 71.44	\$ 3,572.00	Carlisle
18	L7265-70R17 10Ply	12	\$ 138.66	\$ 1,664.16	Firestone	\$ 190.00	\$ 2,280.00	Firestone	\$ 162.97	\$ 1,955.64	Goodyear	\$ 138.70	\$ 1,664.40	Firestone	\$ 156.68	\$ 1,880.16	Goodyear	\$ 137.73	\$ 1,652.76	Firestone	\$ 137.73	\$ 1,652.76	Carlisle
19	P215-65R17 8Ply	6	\$ 89.05	\$ 534.30	Firestone	\$ 101.00	\$ 606.00	Firestone	\$ 94.80	\$ 568.80	Goodyear	\$ 77.80	\$ 466.80	Firestone	\$ 108.62	\$ 651.72	Goodyear	\$ 89.95	\$ 539.70	Firestone	\$ 89.95	\$ 539.70	Firestone
20	P215-60R14 4Ply	4	\$ 70.42	\$ 281.68	Firestone	\$ 85.00	\$ 340.00	General	\$ 80.50	\$ 322.00	Goodyear	\$ 66.70	\$ 266.80	Firestone	\$ 81.47	\$ 325.88	Falken	\$ 64.93	\$ 259.72	Firestone	\$ 64.93	\$ 259.72	Firestone
21	P215-60R16 Non Police 4Ply	8	\$ 83.33	\$ 666.64	Firestone	\$ 89.00	\$ 712.00	Uniroyal	\$ 104.47	\$ 835.76	Goodyear	\$ 73.80	\$ 590.40	Firestone	\$ 82.35	\$ 658.80	Goodyear	\$ 83.55	\$ 668.40	Firestone	\$ 83.55	\$ 668.40	Firestone
22	P215-75R15 4Ply	8	\$ 103.00	\$ 824.00	Firestone	\$ 104.00	\$ 832.00	Uniroyal	\$ 89.27	\$ 714.16	Goodyear	\$ 100.00	\$ 800.00	Firestone	\$ 84.40	\$ 675.20	Goodyear	\$ 99.50	\$ 796.00	Firestone	\$ 99.50	\$ 796.00	Firestone
23	P225-75R15 4Ply	25	\$ 104.00	\$ 2,600.00	Firestone	\$ 121.00	\$ 3,025.00	Goodyear	\$ 91.71	\$ 2,292.75	Goodyear	\$ 104.00	\$ 2,600.00	Firestone	\$ 86.71	\$ 2,167.75	Goodyear	\$ 103.50	\$ 2,587.50	Firestone	\$ 103.50	\$ 2,587.50	Firestone
24	P215-60R16 4Ply	4	\$ 80.00	\$ 320.00	Firestone	\$ 99.00	\$ 396.00	Goodyear	\$ 95.80	\$ 383.20	Goodyear	\$ 80.00	\$ 320.00	Firestone	\$ 90.58	\$ 362.32	Goodyear	\$ 76.50	\$ 306.00	Firestone	\$ 76.50	\$ 306.00	Firestone
25	P215-65R17 4Ply	6	\$ 83.83	\$ 502.98	Firestone	\$ 133.00	\$ 798.00	General	\$ 103.02	\$ 618.12	Goodyear	\$ 84.20	\$ 505.20	Firestone	\$ 97.40	\$ 584.40	Goodyear	\$ 83.67	\$ 502.02	Firestone	\$ 83.67	\$ 502.02	Firestone
26	P215-60R16 10Ply	36	\$ 110.00	\$ 3,960.00	Triangle	\$ 178.00	\$ 6,408.00	Goodyear	\$ 126.57	\$ 4,556.52	Goodyear	\$ 175.00	\$ 6,300.00	Titan	\$ 109.40	\$ 3,938.40	Gladiator	\$ 123.17	\$ 4,434.12	STC	\$ 123.17	\$ 4,434.12	STC
27	L7215-75R-17.5	35	\$ 271.29	\$ 9,495.15	Firestone	\$ 351.59	\$ 12,305.65	Bridgestone	\$ 397.07	\$ 13,897.45	Goodyear	\$ 259.00	\$ 9,065.00	Firestone	\$ 165.07	\$ 5,777.45	Cooper	\$ 256.00	\$ 8,960.00	Firestone	\$ 256.00	\$ 8,960.00	Firestone
Total Section II			\$ 87,230.22			\$ 123,635.15			\$ 101,173.61			\$ 89,039.80			\$ 83,432.45			\$ 85,676.86			\$ 85,676.86		

COUNCIL COMMUNICATION

<p>DATE: 04/16/12</p>	<p>SUBJECT: MOTION Consideration for approval of the El Metro ADA Sidewalks and Ramps (5 Blocks - District VII) as complete and approval of change order no. 2 a decrease of \$1,583.50 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of \$11,994.25 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is \$38,087.50. Funding is available in the Transit New Freedom #51222F7094 Grant.</p>														
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Alberto Pacheco, El Metro</p>														
<p>PREVIOUS COUNCIL ACTION: On February 21, 2012, City Council awarded a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$33,875.00 for the El Metro ADA Sidewalks and Ramps (5 Blocks - District VII) with a construction contract time of fifty (50) working days.</p>															
<p>BACKGROUND: The original project consisted of five (5) blocks of ADA accessible sidewalk improvements in District VII. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also included three (3) concrete slabs for bus stop.</p> <p>Plans and specifications were prepared in-house by the Engineering Department.</p> <p>This change order no. 2 is for the balance of quantities actually constructed in place.</p> <table border="0" data-bbox="142 972 1230 1241"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$33,875.00</td> </tr> <tr> <td colspan="2">(Approved by City Council on February 21, 2012)</td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right">\$5,796.00</td> </tr> <tr> <td colspan="2">(Approved by City Manager on March 15, 2012)</td> </tr> <tr> <td colspan="2">Increase the construction of sidewalk on Main Ave. from Lafayette St. to Baltimore St. (east side)</td> </tr> <tr> <td>This change order no. 2.....</td> <td align="right"><u>\$(1,583.50)</u></td> </tr> <tr> <td>Final construction contract amount.....</td> <td align="right">\$38,087.50</td> </tr> </table> <p>The project was completed within the contract time allotted.</p> <p align="center">Page 1 of 2</p>		Original construction contract amount.....	\$33,875.00	(Approved by City Council on February 21, 2012)		Change order no. 1.....	\$5,796.00	(Approved by City Manager on March 15, 2012)		Increase the construction of sidewalk on Main Ave. from Lafayette St. to Baltimore St. (east side)		This change order no. 2.....	<u>\$(1,583.50)</u>	Final construction contract amount.....	\$38,087.50
Original construction contract amount.....	\$33,875.00														
(Approved by City Council on February 21, 2012)															
Change order no. 1.....	\$5,796.00														
(Approved by City Manager on March 15, 2012)															
Increase the construction of sidewalk on Main Ave. from Lafayette St. to Baltimore St. (east side)															
This change order no. 2.....	<u>\$(1,583.50)</u>														
Final construction contract amount.....	\$38,087.50														
<p>FINANCIAL IMPACT: Funding is available in the Transit New Freedom #51222F7094 Grant. Account No. 518-5188-585-9301</p>															
<p>COMMITTEE RECOMMENDATION: N/A.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>														

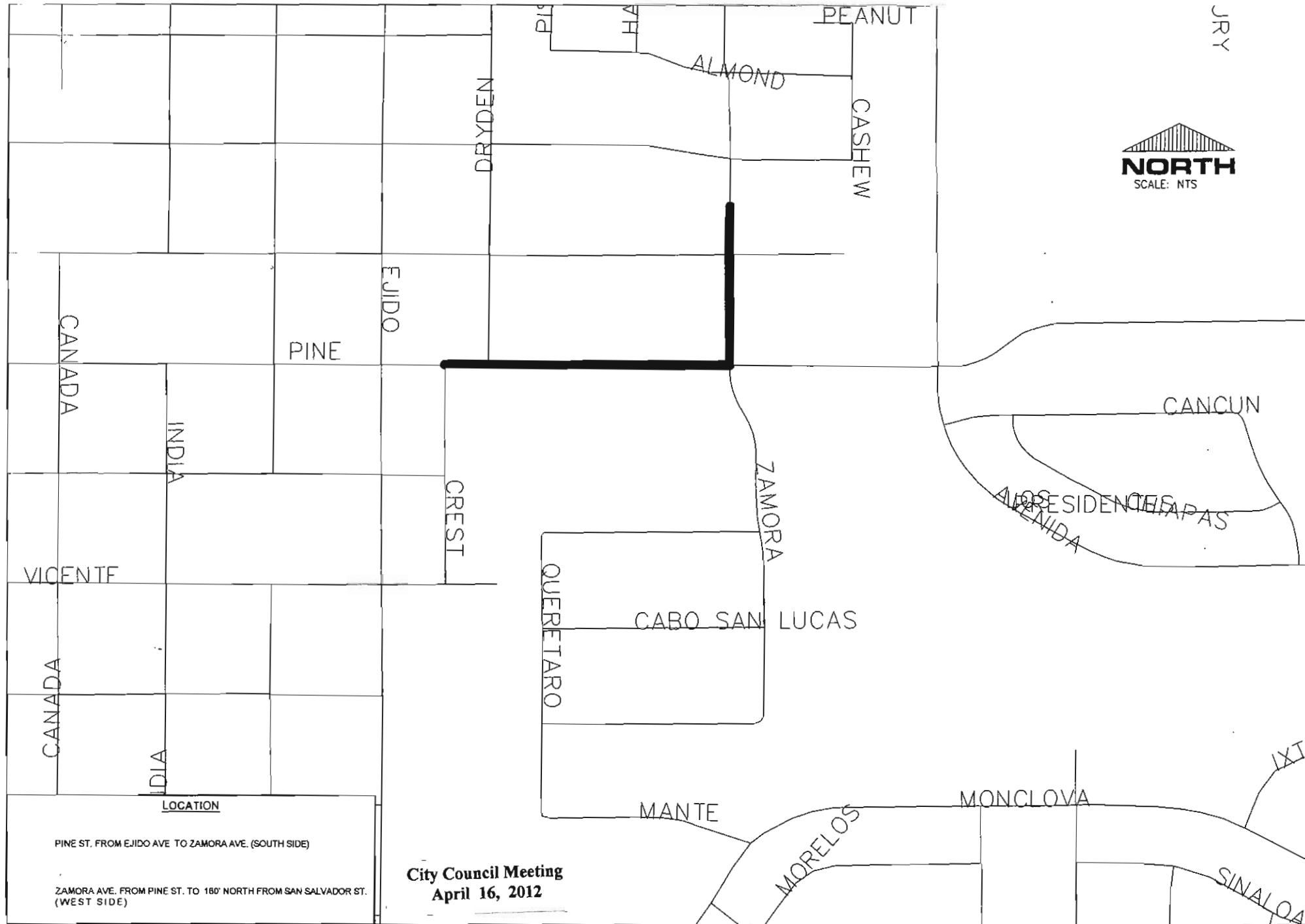
Original list of sidewalks was as follows:

Street Name	From	To	Side	No. of Blocks
Burnside Street	San Bernardo Avenue	San Agustin Avenue	North	1
Pierce Street	San Bernardo	San Agustin Avenue	North	1
Farias Street	Flores Avenue	Convent Avenue	North	1 Block with a 10' x 10' concrete Slab
Juarez Avenue	Ortiz Street	Farias Street	West	1

Original list of concrete slabs was follows:

From	To	Side	
Atlanta Drive	Noel Lane	North	10' x 10'
Bristol Road	Center Road	West	10' x 10'

JRY



LOCATION

PINE ST. FROM EJIDO AVE TO ZAMORA AVE. (SOUTH SIDE)

ZAMORA AVE. FROM PINE ST. TO 160' NORTH FROM SAN SALVADOR ST. (WEST SIDE)

City Council Meeting
April 16, 2012

	BY	DATE
DRAWN	P. PINTO	03-05-12
DESIGNED		
APPROVED	R. RIVERA	

CITY OF LAREDO
 ENGINEERING DEPARTMENT
 1110 HOUSTON ST. LAREDO, TX 78040

El Metro ADA Sidewalks and Ramps
DISTRICT NO. 1
 LOCATION MAPS

SHEET	1
OF	1

CITY COUNCIL MEETING AS LAREDO MASS TRANSIT BOARD COMMUNICATION

DATE: 04/16/2012	SUBJECT: MOTION Consideration to award annual supply contracts (FY12-032) to the listed vendors for providing bus and van fleet parts. Contracts will be awarded by item(s) to the lowest responsible bidder for parts most commonly purchased for non-warranty repairs. All items will be purchased on an as needed basis. Funding is available in the El Metro Operations Fund.
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INITIATED BY: Jesus Olivares, Assistant City Manger	STAFF SOURCE: Maria Royster, AGM of Administration and Finance Joe Jackson, AGM Operations Maintenance Francisco Meza, Purchasing Agent
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PREVIOUS BOARD ACTION: None.

BACKGROUND: Several bids were received on February 8, 2012, for awarding an annual parts contract for bus and van fleet parts. The El Metro Maintenance Division identified and listed parts most commonly purchased for non-warranty repair work. Contracts will be awarded by item(s) to the lowest most responsible bidders. The purchase of annual contracts is to establish a contract price for specific items and for a fixed term. All items will be purchased on an as needed basis. Some replacement parts that are used on a regular basis are maintained on an inventory basis. The primary low bidders are as follows:

Primary Contract Vendors:	Est. Contract Amount:
Andy's Auto & Bus Air, Inc.	\$44,670.96
C. C. Battery Co. Inc.	\$98,698.56
Coastal Diesel Injection Service, Inc.	\$97,929.66
Gonzalez Auto Parts	\$17,315.94
Gillig LLC	\$117,523.34
MCI Service Parts, Inc.	\$59,362.14
Muncie Reclamation and Supply	\$125,369.06
New Flyer Industries Canada LLC	\$106,614.70
Prevost Car U.S. Inc	\$129,331.20
RDO Equipment Co.	\$108,823.58
Rush Truck Centers of Texas L.P.	\$99,498.12
Stewart & Stevenson LLC	\$26,278.76
Texas Fleet Supply	\$26,093.40
Velco, Inc	\$5,465.82
Vehicle Maintenance Program, Inc	\$58,322.76

FINANCIAL: The purpose of this contract is to establish prices for the commodities or services needed, should the City/Transit System need to purchase these commodities or services. The City and Transit System'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.

Funding is available in:
 Inventory Parts 558-0000-141-0000
 Fixed Parts (Bus Parts) 558-5813-582-3020
 Paratransit (Bus Parts) 558-5814-582-3020

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Staff recommends approval of this motion.
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