

CITY OF LAREDO

CITY COUNCIL MEETING

A-2012-R-14

CITY COUNCIL CHAMBERS

1110 HOUSTON STREET

LAREDO, TEXAS 78040

AUGUST 6, 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 July 16, 2012 & July 20, 2012

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

- a. Recognition of the J.B. Alexander High School Varsity Baseball Team for making it to the "Elite 8".

Communiqués

- a. Presentation by Mr. Ron de Leon, Board Member of the Autism Education Foundation in Laredo regarding the August 25th Autism Awareness Night with the Laredo Lemurs.

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 of Cesar Vasquez to the Ethics Ad Hoc Committee by Council Member Juan Narvaez.

VII. PUBLIC HEARINGS

- 1. Public Hearing and Introduction of an ordinance amending the subdivision ordinance of the City of Laredo, Section 3-4 (Easements) to allow front lot utility easements; providing for rules and criteria in Section 3-4B, 1 through 10; Providing for severability, publication and effective date.

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

- 2. Authorizing the City Manager to execute a Termination of Lease and Bill of Sale by and between the City of Laredo, a municipal corporation (“Landlord”), and TOWER ASSETS NEWCO III, L.L.C., (“Tenant”), to terminate Ground Lease, dated August 20, 2001 (“Lease”) located at 14100 FM 1472, wherein Landlord leased to Tenant’s predecessor in interest, Texas no. 20 Rural Cellular Inc., as authorized by Ordinance 2001-O-186 and accepting transfer of the tower assets to Landlord, effective September 30, 2012.

IX. FINAL READING OF ORDINANCES

- 3. **2012-O-101** Amending the City of Laredo Code of Ordinances, Chapter 24, Article 59 entitled “storm” water management ordinance adding agencies in §24.59.1.2, adding definitions in §24.59.1.3, changing criteria from five (5) acres to one (1) acre in §24.59.2.2, §24.59.2.12, §24.59.4.2, §24.59.5.1, and §24.59.5.4.4, changing “City” to “Developer” in §24.59.7.2 and providing for severability, publication, and an effective date, these amendments are a condition under the TPDES Municipal Storm Water Permit, as well as State and Federal Law.

2012-O-102 Amending the City of Laredo FY 2012 Airport Construction Budget to recognize additional revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-70-12 in the amount of \$8,617,353.00 for realignment of Taxiway F and rehab of G.A. Apron Phase 7 at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget amendment. The City’s local match of ten (10%) percent in the amount of \$957,484.00 is available. Funding is available in the Airport Construction Fund.

2012-O-103 Amending the City of Laredo FY 2011-2012 annual budget for the Solid Waste Services Fund by appropriating expenditures in the amount of \$2,225,800.00 from available fund balance for engineering services to complete an expansion permit application and construction plans and construction quality assurance for the next disposal cell for the City of Laredo Municipal Landfill.

2012-O-104 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.99 acres, as further described by metes and bounds in attached Exhibit "A", located at 5800 Casa Verde Road, from R-1 (Single-Family Residential District) to R-1A (Single-Family Reduced Area District); providing for publication and effective date.

2012-O-105 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Tripoli Enterprises Subdivision, located at 12004 FM 1472 (Mines Road), from B-1 (Limited Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date.

2012-O-106 Authorizing the City Manager to exchange fee simple title with Mr. Rolando Garcia for the Northeast $\frac{1}{4}$ of Lot 8, Block 1174 Eastern Division, vacant property adjacent to municipal parkland in South Laredo in exchange for the Southwest $\frac{1}{4}$ of Lot 8, Block 1174, Eastern Division owned by the City of Laredo. Said tracts are further described by metes and bounds and boundary survey in attached Exhibit "A". Both parties have agreed to the mutual exchange of parcels to allow for the continued development of the South Laredo Municipal Library. Each party has agreed to cover their respective closing costs as applicable, with no monetary compensation to either party for the property exchange.

2012-O-107 Authorizing the City Manager to execute a lease with Elite Aviation, LLC, for approximately 150 square feet of office space in the Federal Inspection Services (FIS) located at 4719 Maher Ave., Laredo, Texas known as Suite No. 131 situated on property described as Block No.1 of subdivision plat of Laredo International Airport. Lease term is for one (1) five (5) year term commencing on August 01, 2012 and ending on July 31, 2017 and may be extended for one (1) term of five (5) years ending on July 31, 2022. However, it is agreed by the parties that the lease may be terminated by either party on or not less than ninety (90) days' written notice from the party terminating to the other. Monthly rent shall be \$780.00 and will be adjusted annually according to changes in the Consumer Price Index; providing for an effective date.

X. RESOLUTIONS

4. **2012-R-060** Amending Resolution #2012-R-001 by adding one (1) additional Memorandum of Understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various

federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, STCADA, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

5. **2012-R-064** Ordering and proclaiming a General City Election to be held on Tuesday, November 6, 2012; Ordering and proclaiming a Special City Election for the purpose of submitting to the voters on Tuesday, November 6, 2012 a proposition for the sale of a tract of parkland containing 456,831.12 square feet (10.4874 ACS), located along 2200 Santa Maria, being out of Lot no. 2, block no. 1, City Park Subdivision, enclosing the Veteran's Field a practice field and asphalt parking improvements, in the Western Division, City of Laredo, Webb County, Texas; Designating polling places; providing for publication; and authorizing the City Manager to enter into a contract with the Webb County Elections Administrator for the purpose of conducting a joint election with the City of Laredo. **(Approved by the Operation and Finance Committees)**

XI. MOTIONS

6. Approval of the 2012 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for the Tax Year 2012; and setting of the public hearing dates of August 20th and September 4th, 2012 for the proposed tax rate of \$0.637000/\$100 value. **(This will be the ninth year that the City adopts the same tax rate)**
7. Consideration for approval of the District VII Park Improvements Project (Design/Build Project) as complete, release of retainage and approval of final payment in the amount of \$82,492.48 to DEH Construction Co., L.L.C., Laredo, Texas. Final construction contract amount is \$1,649,849.60. Funding is available in the 2009 C.O. and 2012 C.O. Bond.

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

8. **2012-R-059** Authorizing the City Manager to accept a grant application in the amount of \$96,591.00 to the Office of Justice Programs, Bureau of Justice Assistance for funding the 2012 Justice Assistance Grant (JAG) for the period of October 01, 2012 through September 30, 2016. This funding will be used for support staff, equipment and supplies for police operations.

The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

9. **2012-R-061** Authorizing the City Manager to accept a contract from the Department of State Health Services (DSHS) in the amount of \$1,165,354.00 for the City of Laredo Health Department Tuberculosis Prevention and Control Program, Tuberculosis Elimination Program, Immunization Program, Public Health Emergency Preparedness (PHEP) Program, and the Local Public Health System, Office of Public Health Practices (OPHP) Program for the term period of September 1, 2012 through August 31, 2013.
10. **2012-R-063** A resolution expressing official intent to reimburse the Solid Waste Fund of the City with tax-exempt obligation proceeds costs associated with the construction of a disposal cell for the Laredo Municipal Landfill.

XII (b) MOTIONS

11. Authorizing the award of a contract in the amount of \$100,205.00 to The Collaborative Inc. for the development of the ADA Paratransit Plan Update. The Laredo Metropolitan Planning Organization (MPO) has budgeted \$101,238.00 for this project using Federal Planning Grant (PL 112) funds.
12. Consideration to award contract FY12-071 to the bidder meeting specifications, Caldwell Country Chevrolet, Caldwell, Texas in the amount of \$340,690.00 for the purchase of ten (10) police vehicles. These vehicles will be equipped with sirens, light bars, speakers, and prisoner cages. Funding for this purchase is available in the 2009 and 2010 Stonegarden Grants.
13. Consideration to ratify the City Manager's authorization for emergency purchase contracts issued for the materials and supplies needed for the Laredo Animal Care Facility to the following vendors:
 - 1) Maverick Fence Company, Laredo, Texas in the amount of \$61,955.00 for the purchase and installation of chain link fencing and related materials, and
 - 2) Big Ass Fans Company, Lexington, Kentucky in the amount of \$56,145.00 for the purchase of Powerfoil fans
14. Consideration to authorize a contract between the City of Laredo and Leyendecker Construction for the construction of the initial phase of the Animal Care Facility and ratifying payment by the City Manager of Leyendecker Construction's first invoice in the amount of \$224,687.69. This agreement is being entered under emergency rule and as a public necessity for rabies control and prevention impoundment services and animal control responsibilities of the City of Laredo Health Department

(CLHD) as stipulated by the Public Health and Safety Code and local ordinances. Funding is available in the Capital Improvement Fund.

15. Consideration for approval to amend the contract for Antares Development Corporation in the increase up to \$56,900.00 utilizing the BuyBoard Cooperative Purchasing Program Contract 331-09 for the completion of the final step for Phase IV of the data management system. This will allow final completion of the Animal Control Services automation to include the Animal Care Facility systems operations, field operations, inspections and permitting as well the clinic laboratory record system for the term of November 1, 2011 through September 30, 2012. Funding is available through the Health Department Budget.
16. Consideration for approval of change order no. 3 in the amount of \$67,718.96 and additional thirty (30) working days to Zertuche Construction L.L.C., Laredo, Texas, for Santa Rita Park Drainage Improvements Project. This change order will provide erosion control protection measures at the southwest corner of the parking lot. The replacement of 10' wide asphalt trail as per original design by 10' wide concrete sidewalk has issued a credit to this change order. For this change order, 75% (\$50,789.22) of the total amount will be funded through FEMA reimbursement funds in the Capital Improvement Fund and 25% (\$16,929.74) will be funded from District III discretionary funds.
17. Consideration for approval of change order no. 1 in the amount of \$150,351.43 to Chavarria's Plumbing, Inc., Laredo, Texas, for the House to Line Connections for Rancho Peñitas West, Los Minerales, Los Minerales Annex and Antonio Santos. This change order increases the number of dwellings from 178 to 226 and also adds an additional seventeen (17) working days to the contract. The total revised contract amount is \$1,653,863.98 and is subject to approval from North American Development Bank (NADBank). Funding is available in the Colonias Fund.
18. Consideration for acceptance, release of retainage in the amount of \$24,375.75 and final payment of \$38,273.75 to QroMex Construction Co. Inc., for US 83-Lope De Vega Project.
19. Consideration to award supply contract FY12-069 to the following bidders:
 - 1) Section I to HD Supply Waterworks, Brownsville, TX in the amount of \$350,000.00
 - 2) Section II to Ferguson Waterworks, Newport News, VA in the amount of \$250,000.00

for the purchase of compression brass fittings and mechanical joint iron fittings for the Utilities Department. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for the

construction and repair projects. Funding is available in the Utilities Department Fund.

20. Consideration to award contract number FY12-082 for the purchase of assorted rebar, wire mesh, keyway and stakes to the following low bidders:
 - 1) RNR Rebars, Laredo, Texas in the estimated amount of \$60,000; and
 - 2) Beaver Source, LLC, Laredo, Texas in the estimated amount of \$30,000.00. These materials will be purchased on an as needed basis by the Public Works, Utilities, and Parks and Leisure Service Departments for construction and repair projects. Funding is available in the respective departmental budgets.
21. Consideration to authorize a contract with Park Place Recreation Designs, Inc. through the Buyboard Cooperative Purchasing Agreement Program's contract pricing, in the total amount of \$52,046.31 for the purchase and installation of fitness equipment and plat structure at Christopher M. Macdonell Elementary School. Funding is available in the 2012 C.O. Bond 466-9822-535-5170.
22. Consideration to authorize a contract with Kraftsman Commercial Playgrounds through the Buyboard Cooperative Purchasing Agreement Program's contract pricing, in the total amount of \$178,813.54 for the purchase and installation of a play structure at Uni-Trade Stadium. Funding is available in the 2012 C.O. Bond 466-9822-535-4752
23. Consideration for approval of the 5th Industrial Street Project (CSJ: 0922-33-138) with Zertuche Construction, LLC, Laredo, Texas, as complete and approval of a Change Order No. 2, a decrease of \$9,462.80 for the balance of quantities actually constructed in place. Also, approval of \$132,600.00 of liquidated damages (156 Working Days at \$850.00 per day); approval of release of final payment and retainage in the amount of \$161,734.27, and approval of a net final payment in the amount of \$29,134.27 which is (\$161,734.27 - \$132,600.00). Final Construction Contract amount is \$2,430,585.70. Funding is available in the Capital Grants Fund.
24. Consideration for approval of change order no. 2, an increase of \$16,246.75 to the construction contract with Reim Construction, Inc., Mission, Texas, for the Canal Street Drainage Improvements, Phase III for additional water, sanitary sewer and storm drainage improvements as requested by City Staff and to add three (3) working days to the construction contract time. Current construction contract amount with this change order is \$750,089.90. Current construction contract time with this change order is two hundred and nine (209) working days. Completion date for the project is scheduled for January 2013. Funding is available in the HMGP (Hazard Mitigation Grant Program) from the Texas Governor's

Division of Emergency Management (DEM), the Utilities 2011 Revenue Bond and the 2008 C.O. Bond.

25. Approving the submission of the 2012 Consolidated One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding through 38th Action Year Community Development Block Grant (CDBG) funds of \$3,347,669 and \$98,540 in CDBG Program Income for a total of \$3,446,209; \$879,662 in 2012 HOME Investment Partnerships Program (HOME) funds, and \$20,052 in HOME Program Income for a total of \$899,714; \$284,955 in 2012 Emergency Solutions Grants Program (ESG) funds; and \$60,000 through the Housing Rehabilitation Revolving Loan fund, and authorizing the City Manager to execute all documents as a result of the Plan's submission. The Action Plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

38th AY Community Development Block Grant

Community Development Administration	\$665,328
Graffiti Removal Program	\$42,977
Code Enforcement	\$506,059
Housing Rehabilitation Administration	\$267,520
Housing Rehabilitation Loan Program (\$98,540 in Program Income)	\$450,000
Hamilton Hotel - Section 108 Loan Repayment	\$99,737
Slaughter Park Improvements	\$606,252
St. Vincent de Paul Section 202 Housing Improvements	\$282,084
Median Beautification Dist V	\$ 62,084
Farias Recreation Center Boxing Gym	\$404,168
Demolition of Substandard Structures	<u>\$60,000</u>
Total	\$3,446,209

Housing Rehabilitation Revolving Loan Program	\$17,150
Housing Rehabilitation Revolving Loan Administration	<u>\$42,850</u>
Total	\$60,000

HOME Investment Partnership Grant

HOME Program Administration	\$66,634
Downpayment Assistance (\$20,052 in Program Income)	\$339,798
Tenant-Based Rental Assistance	\$361,332
15% CHDO Set-Aside	<u>\$131,950</u>
Total	\$899,714

Emergency Solutions Grants Program

ESG Program Administration	\$21,371
Homeless Prevention	\$30,192
Rapid Re-Housing	\$62,419

Operations	\$85,593
Essential Services-Shelter	\$44,028
Essential Services – Outreach	\$33,486
Homeless Management Information System (HMIS)	<u>\$7,866</u>
Total	\$284,955

26. Award of construction contract to the lowest bidder Anderson Columbia Co., Inc., Weslaco, Texas, in the amount of \$8,158,342.00 for the Laredo International Airport Taxiway Construction and General Aviation Apron Reconstruction Phase 7 with a construction contract time of three hundred sixty-five (365) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for September 2013. Funding is available in the Airport Construction Fund FAA Grant No. 70.
27. Consideration for approval of amendment no. 1, an increase of \$366,564.54 to the professional services contract with URS Corporation, Dallas, Texas, for construction phase services including resident project representative for the Taxiway F Realignment and General Aviation Apron Reconstruction Phase 7 at the Laredo International Airport. Current engineering contract amount with this amendment is \$752,757.95. Funding is available in the Airport Construction Fund FAA Grant No. 70.

END OF CONSENT AGENDA

XIII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

28.

A. Request by Council Member Mike Garza

1. Discussion with possible action on the city’s noise ordinance.
2. Update on the property acquisition at the South Laredo Library.

B. Request by Council Member Johnny Rendon

1. Status report on the installation of the Vietnam Veterans highway signs.
2. Status report on the Lower Zacate Creek Channel project.

C. Request by Council Member Charlie San Miguel

1. Status report with possible action concerning low water pressure at the Woodland and Village Heights Subdivision.
2. Discussion with possible action regarding the flooding due to excessive rain on Friday, July 27, 2012 with a presentation by Risk Management as to the extent of the damage to personal and public property with the intent of declaring the City of Laredo a disaster zone **(Co-Sponsored by Mayor Pro-Tempore Cindy Liendo Espinoza).**
3. Discussion with possible action requiring homes within 150 feet of a storm drain to be elevated 30 inches above the curb.

D. Request by Council Member Jorge A. Vera

1. Discussion with possible action on the construction of two (2) additional tennis courts at Fr. McNaboe Park.
2. Discussion with possible action regarding installation of one speed hump on Red Cloud Street and two speed humps by St. Jude Church.
3. Discussion with possible action on the tractor trailer parking lot to be located on city owned property near the La Bota Water Tower on Mines Road and Killam Industrial Boulevard.
4. Discussion with possible action on regulating the sale of metals to area scrap yards (e.g. requiring proof of ID). **(Co-sponsored by Councilman Mike Garza)**

E. Request by Mayor Pro-Tempore Cynthia Liendo Espinoza

1. Discussion with possible action on installing a permanent speed radar display unit on Lafayette street.
2. Discussion with possible action on the recent report of Allegiant Air flight delays.

XIV. STAFF REPORTS

29. Presentation by Andrea McWilliams of McWilliams Governmental Affairs Consultants regarding key legislative issues for the 83rd Legislature Session of the State of Texas.

30. Presentation by Parks and Leisure Department on the 15th Annual Fishing Derby held at Lake Casa Blanca on July 28, 2012.

XV. 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.

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

1. Consideration for approval of the El Metro ADA Sidewalks and Ramps Project No. 50 (5 Blocks-District II) as complete, release of retainage and approval of final payment in the amount of \$13,413.47 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is \$40,336.20. Funding is available in the Transit New Freedom Grant XF7094.
2. Award of construction contract to the lowest bidder, ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$29,899.85 for the El Metro ADA Sidewalks and Ramps Project No. 51 (5 blocks-District III) with a construction contract time of fifty (50) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for October 19, 2012. Funding is available in the Transit New Freedom Grant XF7094.

XVII. 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, August 1, 2012 at 7:00 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: August 6, 2012	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE OF THE CITY OF LAREDO, SECTION 3-4 (EASEMENTS) TO ALLOW FRONT LOT UTILITY EASEMENTS; PROVIDING FOR RULES AND CRITERIA IN SECTION 3-4 B, 1 THROUGH 10; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE	
INITIATED BY: AEP	STAFF SOURCE: Horacio de Leon, Assistant City Manager Nathan R. Bratton, Planning Director	
PREVIOUS COUNCIL ACTION: NONE		
BACKGROUND: The utilization of the front yard by utility companies (electric cable, gas and telephone) for the placement of utility easements has been requested by AEP to facilitate the efficient maintenance of transformers, and other utility equipment, which supply electrical power and services to the houses within a residential subdivision. Current ordinance and practice requires utility easements to be placed in the backyard of residential lots at the rear property line. This has increased the difficulty that utility companies have in accessing their utility easement and their equipment as easements are often built on and/or fenced. By allowing the use of the front yard setback for utility easements access to the utility easement and equipment is enhanced as is the ability to make repairs and adjustments in a timely and efficient manner.		
FINANCIAL IMPACT: NONE		
COMMITTEE RECOMMENDATION: The Planning and Zoning Commission reviewed the specifics of front of lot utility easements on May 3, 2012 and recommends implementation.	STAFF RECOMMENDATION: Implementation of the ordinance is recommended.	

ORDINANCE NO. 2012-O-_____

AMENDING THE SUBDIVISION ORDINANCE OF THE CITY OF LAREDO, SECTION 3-4 (EASEMENTS) TO ALLOW FRONT LOT UTILITY EASEMENTS; PROVIDING FOR RULES AND CRITERIA IN SECTION 3-4 B, 1 THROUGH 10; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE

WHEREAS, the use of front of lot utility easements in certain subdivisions within the City of Laredo has been requested and supported by various utility companies and the development community; and

WHEREAS, front of lot utility easements allow easier access to the utility easement and equipment and facilitate the ability to make repairs and adjustments in a timely and efficient manner; and

WHEREAS, on May 3, 2012, after review of the specifics of implementing front of lot utility easements, the City of Laredo Planning and Zoning Commission voted to recommend implementation to the City Council; and

WHEREAS, the City Council finds that it is appropriate to allow front lot utility easements in certain residential site built subdivisions and that the regulation of said easements as set forth herein is in the best interest of the public health safety and welfare.

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

Section 1: Section 3-4 (Easements) of the Subdivision Ordinance of the City Of Laredo be and hereby is amended as follows:

Section 3-4: Easements

A. **Rear Lot Utility Easements:** Easements across lots or centered on rear lot lines shall be provided for utilities where necessary and shall be at least twelve (12) feet wide. Utility easements centered on side lot lines shall be at least ten (10) feet wide. If the required easement is along a plat boundary with adjacent unplatted land, or platted land, or platted with an adjacent utility easement, the minimum rear lot easement width required is six (6) feet, the minimum side lot easement is five (5) feet. Such easements may be required across parts of lots other than as described above upon recommendation of the City Engineer or Utilities Director. (As Amended 12/4/84, Ordinance # 84-0-199)

B. **Front Lot Utility Easements:** *The developer of a residential (single family R-1 or R-1A) subdivision, may, in his/her sole discretion, choose to locate utilities (electric, gas, telephone and cable) within the front yard setbacks of the lots within the subdivision in*

an easement that is six feet wide being no less than four feet from the front property line and no more than ten feet from the front property line of each lot and meet the following minimum requirements.

1. All transformers, pedestals, boxes or any other distribution boxes or pedestals shall be placed within the easement and shall be centered on the side yard property line with the transformers placed nearest to the street and pedestals or other boxes aligned behind the transformer box.
2. A developer who chooses to place utilities (electric, gas, telephone and television/internet, cable) in the front of the lots of a residential subdivision shall submit the utility layout/schematics at the same time the preliminary plat is submitted and shall clearly show on the preliminary and final plat the location of the front of lot utility easement
3. Trenches shall be not more than twenty-four inches wide nor more than forty-eight inches deep.
4. Only AEP primary and secondary cable shall be placed at the forty-eight inch depth and covered with twenty-four inches of fill.
5. Telephone, Cable and Gas shall be placed twenty-four inches below grade within the same trench.
6. All back fill shall be at 95% compaction or as set out in the Standard Technical Specification Manual, flowable backfill may be used if it meets the following:
 - A. Cement. Portland Cement shall conform to the requirements of the latest revision of ASTM Designation C150, Type I, or Type II. Only one brand or kind of cement shall be used in any one structure or trench except as permitted in writing by the City Engineer. All cement shall be delivered in bags plainly marked with the brand and name of the manufacturer.
 - B. Fine Aggregate. Provide fine aggregate that will stay in suspension in the mortar to the extent required for proper flow and that meets the gradation requirements of the aggregate gradation chart below.

Test fine aggregate gradation in accordance with Tex-401-A. Plasticity Index (PI) must not exceed 6 when tested in accordance with Tex-106-A.
 - C. Mixing Water. Use mixing water conforming to the requirements of TxDOT Item 421, "Hydraulic Cement Concrete."
7. One Sewer tap/service line shall be centered on each lot.

8. The utility easement may extend into the lot along the side yard property line so long as it centered on the side yard lot line and does not extend past the side yard setback line (being five feet on each side of the side yard lot line) to a point where it intersects with the projection of the front of the house's foundation. This additional easement extension is to be used for the utilities service lines to the house.
9. The developer and builders shall ensure that driveways are not constructed on the same side of the lot where a transformer has been or will be placed.
10. In the event of any conflict t between the above requirements and the City Of Laredo Standard Technical Specification Manual, the Standard Technical Specification Manual shall control.

C.[B-] All utilities shall be designed and installed in conformance with the City Of Laredo Standard Technical Specification Manual, as amended from time to time and [Standard Specification Manual] upon the approval of the Utilities Director and City Engineer.

Where the subdivider installs the utilities with private contractor, all the engineering covering plans and specifications shall be accomplished by him and approved by the Engineering Department of the City of Laredo prior to the start of any installation. All engineering work shall be accomplished by persons qualified under State of Texas laws to do such work.

It shall be at the discretion of the City whether construction of sewer and water lines within the subdivision will be contracted to private companies [øf] or whether City forces will accomplish the installations.

D.[C-] The Director of Utilities shall provide the Commission with a statement that the proposed water and sewer system for the subdivision meets their current engineering standards for water and sewer service, prior to Commission approval of the subdivision.

E.[D-] As the City of Laredo has rights to the water of the Rio Grande to only a limited extent, and that it is expected that the City's demand for water will exceed its supply within the planning period that this document addresses, the following is required:

All subdivisions within the jurisdiction of this ordinance, and outside the Laredo city limits as of the date of passage of this ordinance, shall provide to the Laredo Utilities Department those water rights (or money in lieu thereof) that are fair and equitable for the creation of any additional lots that the system will have to serve.

Section 2: *Severability:* Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

Section 3: *Publication:* After its passage by City Council, this Ordinance shall be published one (1) time in accordance with the provisions set forth in Section 2.09 (D) of the City Charter.

Section 4: *Effective:* This ordinance shall take effect and be in force from and after the publication thereof

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: 08-06-12	SUBJECT: INTRODUCTORY ORDINANCE Authorizing the City Manager to execute a Termination of Lease and Bill of Sale by and between the City of Laredo, a municipal corporation ("Landlord"), and TOWER ASSETS NEWCO III, LLC ("Tenant"), to terminate Ground Lease, dated August 20, 2001 ("Lease") located at 14100 FM 1472, wherein Landlord leased to Tenant's predecessor in interest, Texas #20 Rural Cellular Inc., as authorized by Ordinance 2001-O-186 and accept transfer of the tower assets to Landlord, effective September 30, 2012.	
INITIATED BY: Jesus Olivares, Assistant City Manager		STAFF SOURCE: Robert Murillo, P.E., Traffic Manager
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: Landlord and Tenant entered into a Ground Lease dated August 20, 2001, whereby Landlord leased to Tenant's predecessor in interest, Texas #20 Rural Cellular Inc., a portion of the real property located at 14100 FM 1472, of the City of Laredo, Webb County, Texas, for the construction of a one hundred twenty (120) foot high self-supporting type tower and related equipment building for use in connection with its communications business. The current term of the Lease will expire August 19, 2016, however the tower has been vacant for some time and Tenant no longer has use for the tower; Tenant has offered to transfer the tower assets to Landlord. Landlord wishes to acquire the tower for use by the Traffic Division to expand signal coverage and communication with the FM 1472 (Mines Rd.) traffic signals as well as school flashing beacons in the area.		
FINANCIAL IMPACT: Tower will be added to the City's General Fixed Assets.		
RECOMMENDATION:		STAFF RECOMMENDATION: Staff recommends approval.

ORDINANCE 2012-O-___

Authorizing the City Manager to execute a Termination of Lease and Bill of Sale by and between the City of Laredo, a municipal corporation (“Landlord”), and TOWER ASSETS NEWCO III, LLC (“Tenant”), to terminate Ground Lease, dated August 20, 2001 (“Lease”) wherein Landlord leased to Tenant’s predecessor in interest, Texas #20 Rural Cellular Inc., as authorized by Ordinance 2001-O-186 and accept transfer of the tower assets to Landlord, effective September 30, 2012.

WHEREAS, Landlord and Tenant entered into a Ground Lease dated August 20, 2001, whereby Landlord leased to Tenant’s predecessor in interest, Texas #20 Rural Cellular, Inc., a portion of the real property located at 14100 FM 1472 of the City of Laredo, Webb County, Texas, for the construction of a one hundred twenty (120) foot high self-supporting type tower and related equipment building for use in connection with its communications business;

WHEREAS, the current term of the Lease will expire August 19, 2016; however the tower has been vacant for some time and Tenant no longer has use for the tower;

WHEREAS, Tenant has offered to transfer the tower assets to Landlord;

WHEREAS, Landlord wishes to acquire the tower for use by the Traffic Division to expand signal coverage and communication with the FM 1472 (Mines Rd.) traffic signals as well as school flashing beacons in the area.

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

Section 1. That the City Manager be authorized to execute a Termination of Lease and Bill of Sale by and between the City of Laredo, a municipal corporation (“Landlord”), and TOWER ASSETS NEWCO III, LLC (“Tenant”), to terminate Ground Lease, dated August 20, 2001 (“Lease”) wherein Landlord leased to Tenant’s predecessor in interest, Texas #20 Rural Cellular Inc., as authorized by Ordinance 2001-O-186 and accept transfer of the tower assets to Landlord, effective September 30, 2012.

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 AUGUST 2012.**

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

Melissa A. Vidal

BY: RAUL CASSO

*Melissa A. Vidal
Assistant City Attorney*

TOWER ASSETS NEWCO III, LLC
4091 Viscount Avenue
Memphis, Tennessee 38118

June 18, 2012

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

City of Laredo
Attn: Mimi Jacaman
1102 Bob Bullock Loop
Laredo, TX 78043

RE: Termination Notice of Lease Agreement (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances, the "Lease") by and between the City of Laredo, a municipal corporation (as "Landlord"), and Tower Assets Newco III, LLC, as successor in interest from Texas #20 Rural Cellular, Inc. (the "Tenant").

Address of Site: **8556 Killam Industrial Blvd**
Laredo, TX

Dear Landlord,

This letter serves as notice of Tenant's termination of the Lease, pursuant to the Lease. Such termination shall be effective September 30, 2012. Upon such termination, all terms and provisions of the Lease, together with all rights and obligations of Landlord and Tenant thereunder, shall cease and shall be of no force or effect.

A representative of Tower Assets Newco III, LLC will be in contact with you before the date of termination to make arrangements for the removal of the communications facility from your property. However, before we begin our process for dismantling and removal of the tower facilities, we would be willing to transfer the tower facilities to you, if you are interested in keeping the tower facilities.

Should you have any questions about this notice or the removal of the communications facility, you may contact David Goldstein at 800-875-5109 ext. 110.

TOWER ASSETS NEWCO III, LLC

By: 

Name: William Orgel

Title: President

TERMINATION OF LEASE AND BILL OF SALE

This Termination of Lease and Bill of Sale is made as of this _____ day of _____, 2012, between TOWER ASSETS NEWCO III, LLC ("Tenant") and The City of Laredo, a municipal corporation ("Landlord"), under the following circumstances:

A. Pursuant to a Ground Lease, dated August 20, 2001 (the "Lease"), Landlord leased to Tenant's predecessor in interest Texas #20 Rural Cellular, Inc. the property for use as a communications tower facility known and identified as relates to certain real property located at 1400 FM 1472, City of Laredo, County of Webb, State of Texas, more particularly described in Exhibit A to the Lease (the "Premises").

B. The parties mutually desire to enter into this Agreement to evidence the end of the Lease and the transfer of the Tower Assets to Landlord.

NOW, THEREFORE, in consideration of Tenant's transfer of Tower Assets on the Premises to the Landlord, and other valuable consideration paid, the receipt of which is acknowledged and in consideration of the surrender of all rights and obligations under the Lease by both parties:

1. Landlord and Tenant agree that the Lease is terminated and Landlord and Tenant, unless specifically reserved herein, are each released from all further obligations under the Lease, effective as of the date first written above.

2. Without any further action by the parties, Tenant hereby sells, transfers, conveys, assigns and delivers to Landlord, effective as of date of this Agreement, Tenant's Tower Assets, **AS-IS**, in the Premises, to the Landlord, but Tenant sells, transfers, conveys, assigns and delivers to Landlord all said Tower Assets free and clear of all mortgages, liens, (tax or mechanical), violations or encumbrances of any kind. Tenant further warrants that it is not aware of any proceedings pending against the Tower Assets that might result in a lien, violation or encumbrance.

For purposes of this agreement, Tower Assets means the following:

(i) all wireless communication tower structures, tower lighting, tower grounding systems, fences and, if applicable, shelters, air conditioning units and concrete pads that are owned by the Tenant located on the Premises set forth on Exhibit "A" of the Lease (the "Transferred Tower");

(ii) to the extent transferable, all permits and licenses issued by any governmental authority (other than licenses granted by the Federal Communications Commission relating to the ability of Tenant, or its affiliates to provide wireless communications services) that are necessary for, or were otherwise obtained in connection with, the construction, use, or operation of the Transferred Tower and relate exclusively to the Transferred Tower; and

(iii) All documents and records in the possession of Tenant relating exclusively to the Tower Assets.

3. In case at any time after the date hereof any further actions, instruments or documents are reasonably necessary to carry out the purposes of this Agreement, the proper agents, officers, partners and directors, as applicable, of each party shall take such actions or deliver such instruments or documents. These documents include, but are not limited to:

- Documentation of FAA clearances and compliance statements; and
- Documentation of FCC ASR number

4. Tenant represents and warrants that no hazardous materials have been stored, spilled, or used on the site by Tenant and to the best of Tenant's knowledge no other party. Further Tenant agrees to accept the continued liability for cleanup of any such materials stored, spilled, or used on the site by Tenant and any other party if it can be shown that Tenant knew or should have known about such.

IN WITNESS WHEREOF, this Termination of Lease and Bill of Sale has been executed as of the day and year first above written.

Witness:

Signed and attested to in the presence of:

Print Name: _____

Print Name: _____

TENANT:

Tower Assets Newco III, LLC, a Delaware limited liability company

By: _____

William Orgel

Its: President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Tower Assets Newco III, LLC, a limited liability

company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this _____ day of _____, 2012.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, this Termination of Lease and Bill of Sale has been executed as of the day and year first above written.

Witness:

Signed and attested to in the presence of:

Print Name: _____

Print Name: _____

LANDLORD:

THE CITY OF LAREDO.

By: _____

Carlos R. Villarreal
CITY MANAGER

ATTEST:

BY: GUSTAVO GUEVARA

CITY SECRETARY

APPROVED AS TO FORM:

Raul Casso
CITY ATTORNEY

BY: Raul Casso

STATE OF TEXAS
COUNTY OF WEBB

Before me, the undersigned, a Notary Public in and said County and State, on this ____ day of _____, 20__, personally appeared _____ to me known to be the identical person who subscribed the name of the City of Laredo to the foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

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

Notary Public

(seal)

STATE OF TEXAS
COUNTY OF WEBB

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____, to me known to the identical person who subscribed the name of City of Laredo to the Foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

(seal)

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: FINAL READING OF ORDINANCE # 2012-O-101 AMENDING THE CITY OF LAREDO CODE OF ORDINANCES, CHAPTER 24, ARTICLE 59 ENTITLED "STORM WATER MANAGEMENT ORDINANCE". ADDING AGENCIES IN §24.59.1.2, ADDING DEFINITIONS IN §24.59.1.3, CHANGING CRITERIA FROM FIVE ACRES TO ONE ACRE IN §24.59.2.2, §24.59.2.12, §24.59.4.2, §24.59.5.1, AND §24.59.5.4.4, CHANGING "CITY" TO "DEVELOPER" IN §24.59.7.2 AND PROVIDING FOR SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE. THESE AMENDMENTS ARE A CONDITION UNDER THE TPDES MUNICIPAL STORM WATER PERMIT, AS WELL AS STATE AND FEDERAL LAW.
INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Riazul Mia, P.E., Director Environmental Services Department
PREVIOUS COUNCIL ACTION: The ordinance was introduced by the City Council on July 16, 2012	
BACKGROUND: The City of Laredo was issued a new Texas Pollutant Discharge Elimination System (TPDES) permit from the Texas Commission on Environmental Quality (TCEQ) on November 21, 2011. The City is in its third iteration of this permit which requires the City to implement and maintain numerous environmental programs and ordinances. One ordinance required under this permit is the Storm Water Management Ordinance (Chapter 24, Article 59). In order to comply with the City's TPDES permit, as well as state and federal law, the "trigger" criteria needs to be amended from 5 acres to 1 acre. Additional amendments to this ordinance are for administrative/house-keeping purposes.	
FINANCIAL IMPACT: No additional financial impact is expected.	
COMMITTEE RECOMMENDATION: Recommended by Planning and Zoning Commission on June 21, 2012. And by the Citizens' Environmental Advisory Committee (CEAC) on June 1, 2011	STAFF RECOMMENDATION: Introduction of the ordinance.

AN ORDINANCE NO 2012-O-101

AMENDING THE CITY OF LAREDO CODE OF ORDINANCES, CHAPTER 24, ARTICLE 59 ENTITLED "STORM WATER MANAGEMENT ORDINANCE". ADDING AGENCIES IN §24.59.1.2, ADDING DEFINITIONS IN §24.59.1.3, CHANGING CRITERIA FROM FIVE ACRES TO ONE ACRE IN §24.59.2.2, §24.59.2.12, §24.59.4.2, §24.59.5.1, AND §24.59.5.4.4, CHANGING "CITY" TO "DEVELOPER" IN §24.59.7.2 AND PROVIDING FOR SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE. THESE AMENDMENTS ARE A CONDITION UNDER THE TPDES MUNICIPAL STORM WATER PERMIT, AS WELL AS STATE AND FEDERAL LAW.

Whereas, in 2003 the Texas Commission on Environmental Quality changed the TPDES permit threshold requirements from five acres of development to one acres of development, and;

Whereas, the City of Laredo has renewed its TPDES Municipal Storm Water Permit with TCEQ, and;

Whereas, as a condition under the TPDES Municipal Storm Water Permit and to comply with state law; the threshold criteria of development needs to be changed to one acre in the Storm Water Management Ordinance;

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

Section 1: Amending the Following:

24.59.1 GENERAL PROVISIONS

24.59.1.1 Purpose and Goals.

The purposes and objectives of this Code are as follows:

1. To protect, maintain, and enhance the public health, safety, and general welfare by establishing minimum requirements and procedures to control the adverse impacts associated with storm water runoff. Proper management of storm water runoff will minimize damage to public and private property, reduce the effects of development on land and stream channel erosion, assist in the attainment and maintenance of water quality standards, reduce local flooding, and maintain after development, as nearly as possible, the pre-development runoff characteristics.
2. To prevent the discharge of contaminated storm water runoff from development and/or redevelopment or construction sites into the Municipal Separate Storm Sewer System (MS4) and natural water within the City of Laredo and its extraterritorial jurisdiction.
3. To facilitate compliance with state and federal water quality standards, limitations, and permits by owners and operators of development and/or redevelopment sites or construction sites within the City of Laredo.

4. To enable the City to comply with all federal and state laws and regulations applicable to storm water discharges.
5. To maintain and improve the quality of surface water and groundwater within the City of Laredo by preventing the introduction of pollutants to the maximum extent practicable (MEP) using best management practices (BMPs).
6. To establish responsibility for the reduction of harmful and damaging effects of development-generated erosion, sedimentation, storm water runoff, and accumulation of debris on other properties and receiving waters.
7. To minimize harm and long-term costs to the community from activities, which may adversely impact, water resources.
8. To encourage the use of Regional Storm Water Detention Facilities.

24.59.1.2 Scope and Jurisdiction.

The application of this Code and the provisions expressed herein shall be the minimum storm water management requirements for development and/or redevelopment of a site within the City of Laredo and its extraterritorial jurisdiction. It shall not be deemed a limitation or repeal of any other powers granted by the State statute. In addition, if site characteristics indicate that complying with these minimum requirements will not provide adequate designs or protection for local property or residents, it is the designer's responsibility to exceed the minimum requirements as necessary. The City Engineer or his/her authorized representative shall be responsible for the coordination and enforcement of the provisions of this code.

This Code sets development constraints to ensure compliance with the outlines, obligations, and responsibilities of the City of Laredo as specified in agreements, permits and jurisdictional responsibilities of state and federal governmental agencies for storm water management which may include, but are not limited to, the following:

1. ~~TNRCC~~ TCEQ- dam safety,
2. ~~TNRCC~~ TCEQ- water rights,
3. EPA-NPDES and/or TCEQ-TPDES,
4. TX DOT,
5. U.S. Army Corps of Engineers,
6. State Historical Officer,
7. Parks and Wildlife,
8. IBWC,
9. FEMA.

This Code does not abrogate responsibilities of the City of Laredo or its citizens from compliance with state and federal regulations.

A Storm Water Management Guidance Manual has been developed as a supplement to this Code. The purpose of the Storm Water Management Guidance Manual is to provide specific development and/or redevelopment design standards and criteria and information on best management practices (BMPs) and permanent storm water control mechanisms whose incorporation into a development will ensure compliance with this Code. The manual shall be updated and republished periodically to reflect adopted changes in policies and/or standards.

24.59.1.3 Definitions and Abbreviations.

Adverse Impact means any deleterious effect on wetlands, including their quality, quantity, surface area, species composition, aesthetics, or usefulness for human health, welfare, safety or property, to biological productivity, diversity, or stability or which unreasonably interferes with the enjoyment of life or property, including outdoor recreation.

Appeal means a request for a review of the City Engineer's interpretation of any provisions of the storm water management code.

Applicant means any person, firm, or governmental agency who executes the necessary forms to procure official approval of a project or a permit to carry out construction of a project.

Area of Shallow Flooding means a designated AO or AH zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard means the land in the flood plain within a community subject to a one percent or greater chance of flooding.

As-built Plan shall mean a set of engineering or site drawings that delineate the specific permitted storm water infrastructure as actually constructed.

Best Management Practices or "BMP" shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

City shall mean the City of Laredo, Texas and its jurisdictional territory.

Clearing means the removal of trees and brush from the land but shall not include the ordinary moving of grass.

Commencement of Construction shall mean the initial disturbance of soils associated

with clearing, grading, excavating, land filling, and other construction activities.

Construction shall mean any human activity that involves clearing, grading, excavation, land filling, or other placement, movement, removal, or disposal of soil, rock, or other earth materials.

Contaminated shall mean containing a harmful quantity of any substance.

Design Report shall mean the report that accompanies the storm water management plan and includes data used for engineering analysis, results of all analysis, design and analysis calculations (including results from computer programs), and other engineering data that would assist the City Engineering evaluating proposed storm water management facilities.

Detention Structure shall mean a permanent storm water management structure whose purpose is to temporarily store storm water runoff and release the stored runoff at controlled rates.

Development shall generally mean any of the following actions undertaken by a public or private individual or entity:

1. The division of a lot, tract or parcel of land into two (2) or more lots, plots, sites, tracts, parcels or other divisions by plat or deed, or
2. Any land change, including, without limitation, clearing, tree removal, grubbing, stripping, dredging, grading, excavating, transporting and filling of land.

Discharge shall mean any addition or introduction of any pollutant, storm water, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

Discharger shall mean any person who causes, allows, permits, or is otherwise responsible for a discharge, including without limitation, any operator of a construction site or industrial facility.

Drainage Area shall mean that area contributing runoff to a single point measured in a horizontal plane, which is enclosed by a ridge line.

Easement shall mean a grant or reservation by the owner of land for the use of such land by others for a specific purpose or purposes, and which must be included in the conveyance of land affected by such easement.

Effective Grain Size shall mean the diameter of filter sand or other aggregate that corresponds to the ten (10) percentile finer by dry weight on the grain size distribution curve.

Environmental Protection Agency or EPA shall mean the United States

Environmental Protection Agency, the regional office thereof, any Federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.

Erosion shall mean the wearing away of land surface by the action of wind, water, gravity, ice or any combination of those forces.

Erosion and Sediment Control shall mean the control of solid material, both mineral and organic, during land disturbing activity to prevent its transport out of the disturbed area by means of air, water, gravity, or ice.

Exemption shall mean those land development activities that are not subject to the Storm Water Management requirements contained in this Code.

Facility shall mean any building, structure, installation, process, or activity from which there is or may be a discharge of a pollutant.

Filtration or "To Filter" shall mean the selective removal of suspended matter from storm water by passing the water through at least 2 feet of suitable fine textured granular media such as porous soil, uniformly graded sand and gravel, or other natural or artificial aggregate, which may be used in conjunction with filter fabric and/or underdrain pipe

Final Stabilization shall mean the status when all soil disturbing activities at a site have been completed, and a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures have been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Fire Department shall mean the Fire Department of the City of Laredo, or any duly authorized representative thereof.

Fire Protection Water shall mean any water, and any substances or materials contained therein, used by any person other than the Fire Department to control or extinguish a fire.

Five-Year Frequency Storm shall mean a storm that is capable of producing rainfall to be equaled or exceeded on the average of once in five (5) years. It may also be expressed as an exceedance probability with a twenty (20%) percent chance of being equaled or exceeded in any given year.

Grading shall mean excavating, filling (including hydraulic fill) or stockpiling of earth material, or any combination thereof, including the land in its excavated or filled condition.

Impervious shall mean the condition of being impenetrable by water.

Imperviousness shall mean the degree to which a site is impervious.

Infiltration shall mean the passage or movement of water into the soil surface.

Land Disturbing Activity shall mean any use of the land by any person that results in a change in the natural cover or topography that may cause erosion and contribute to sediment and alter the quality and/or quantity of storm water runoff.

Land Filling shall mean the depositing of soil and other inert materials on the land to raise its grade and/or smooth its features.

Licensed Professional Engineer or P.E. shall mean a person who has been duly licensed and registered by the State Board of Registration for Professional Engineers to engage in the practice of engineering in the State of Texas.

Maintenance shall mean any action necessary to preserve storm water management facilities in prime working condition, in order to serve the intended purposes set forth in 24.59.7 of this Code and to prevent structural failure of such facilities. Maintenance shall not include actions taken solely for the purpose of enhancing the aesthetic aspects associated with storm water management facilities.

Manufactured Home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For flood plain management purposes, the term “manufactured home” also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term “manufactured home” does not include park trailers, travel trailers and other similar vehicles.

Mean Sea Level shall mean the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s flood insurance rate map are referenced.

Municipal Separate Storm Sewer System or MS4 shall mean the system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City and designed for collecting or conveying storm water, and which is not used for collecting or conveying sewage.

Natural Waterways shall mean waterways that are a part of the natural topography. They usually maintain a continuous flow during the year and are characterized as being irregular in cross section with a meandering course. Construction channels such as drainage ditches shall not be considered natural waterways.

Non-erodible shall mean a material, e.g. natural rock, riprap, concrete, plastic, etc., that will not experience surface wear due to natural forces of wind, water, ice gravity or a combination of those forces.

Nonpoint Source Pollution shall mean pollution contained in storm water runoff from

ill-defined, diffuse sources.

NPDES General Permit for Storm Water Discharges Associated with Industrial Activity or Baseline Industrial General Permit shall mean the Baseline Industrial General Permit issued by EPA on August 27, 1992, and published in Volume 57 of the Federal Register at page 41304 on September 9, 1992, and Volume 63 No. 189 at page 52438 on September 30, 1998 and any subsequent modifications or amendments thereto.

NPDES Permit shall mean a permit issued by EPA or by the State that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable to an individual, group, or general area-wide basis.

Notice of Intent (NOI) shall mean the Notice of Intent that is required by either the Baseline Industrial General Permit, the Construction General Permit or the Multi-Sector General Permit.

Notice of Termination (NOT) shall mean the Notice of Termination that is required by either the Baseline Industrial General Permit, the Construction General Permit or the Multi-Sector General Permit.

Off-Site Storm Water Management Facility means the design and construction of a facility necessary to control storm water from more than one development.

One Hundred Year Frequency Storm shall mean a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in 100 years. It also may be expressed as an exceedance probability with a one (1%) percent chance of being equaled or exceeded in any given year.

On-Site Storm Water Management Facility shall mean the design and construction of a facility necessary to control storm water runoff within and for a single development.

Operator shall mean the person or persons who, either individually or taken together, meet either of the following two criteria: (1) they have operational control over the facility specifications (including the ability to make modifications in specifications); or (2) they have the day-to-day operational control over those activities at the facility necessary to ensure compliance with pollution prevention requirements and any permit conditions.

Person means the federal government, the state, any county, municipal corporation, or other political subdivision of the state, or any of their units, or an individual, receiver, trustee, guardian, executor, administrator, fiduciary, or representative of any kind, or any partnership, firm association, public or private corporation, or any other entity.

Person Responsible for the Land Disturbing Activity shall mean:

- a. The person who has or represents having financial or operational control over the land disturbing activity; and/or

- b. The landowner or person in possession or control of the land who directly or indirectly allowed the land disturbing activity or has benefited from it or who has failed to comply with any provision of this Code.

Point Source shall mean any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Post-Development conditions shall mean the conditions, which exist following the completion of the land disturbing activity in terms of topography, vegetation, land use and rate, volume or direction of storm water runoff.

Pre-Developed Conditions shall mean those land use conditions that existed prior to the initiation of the land disturbing activity in terms of topography, vegetation, land use and rate, volume or direction of storm water runoff.

Preliminary Plat shall mean the preliminary plat of a subdivision submitted pursuant to the City's Subdivision Regulations.

Qualified Personnel shall mean persons who possess the appropriate competence, skills, and ability (as demonstrated by sufficient education, training, experience, and/or, when applicable, any required certification or licensing) to perform a specific activity in a timely and complete manner consistent with the applicable regulatory requirements and generally accepted industry standards for such activity.

Regional Storm Water Management shall mean the design and construction of a facility necessary to control storm water runoff within or outside a development and for one or more developments.

Registered Land Surveyor shall mean a land surveyor properly registered and licensed to conduct work within the City of Laredo.

Registered Landscape Architect shall mean a landscape architect properly registered and licensed to conduct work within the City of Laredo.

Release shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing, directly or indirectly, into the municipal separate storm sewer system (MS4) or the waters of the United States.

Responsible Personnel shall mean any foreman, superintendent, or similar individual who is the on-site person in charge of land disturbing activities.

Retention Structure shall mean a permanent structure whose primary purpose is to

permanently store a given volume of storm water runoff. Release of the given volume is by infiltration, evaporation and/or irrigation.

Sediment shall mean solid particulate matter, both mineral and organic, that is in suspension, is being transported or has been moved from its site of origin by water, air, ice, or gravity and has come to rest on the earth's surface either above or below sea level

Site shall mean the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Stabilization means providing measures, vegetative and/or structural, that will prevent erosion from occurring.

Stage Work or Stage Construction shall mean a plan for the staged construction of storm water facilities where portions of the facilities will be constructed as different stages of the development are started or completed.

Start of Development means the date the storm water management permit was issued, provided the actual start of development, repair, reconstruction, placement or other improvement is within 180 days following the issuance of the permit.

State shall mean the State of Texas.

Storm Water shall mean storm water runoff, snow melt runoff, and surface runoff and drainage.

Storm Water Concept Plan shall mean the preliminary concept plan of the proposed storm water management system intended for preliminary review and comment by the City Engineer.

Storm Water Management Plan shall mean the overall proposal for a storm drainage including storm water management structures, and supporting documentation as specified in the Storm Water Management Design Manual, for each proposed private or public development to the extent permitted by law. Also included are the supporting engineering calculations and results of any computer analysis, if necessary.

Storm Water Discharge Associated with Construction Activity shall mean the construction activity disturbing at least five acres, or construction activity disturbing less than five acres, which is a part of a larger common plan of development or sale with the potential to disturb cumulatively five or more acres according to 40 CFR §122.26(b).

Storm Water Discharge Associated with Industrial Activity shall mean the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is within one of the categories of facilities listed in 40 CFR §122.26(b)(14), and which is not excluded from EPA's definition of the same term.

Storm Water Management shall mean the collection, conveyance, storage, treatment and disposal of storm water runoff in a manner to minimize accelerated channel erosion, flood damage, and/or degradation of water quality and in a manner to enhance and ensure the public health, safety, and general welfare, which shall include a system of vegetative or structural measures, or both, that control the increased volume and rate of storm water runoff caused by man made changes to the land.

Storm Water Management Guidance Manual shall mean the manual of design, performance, and review criteria for storm water management practices. List of the approved guidance manuals is available in the City Engineering Department.

Storm Water Management Facilities shall mean those structures and facilities that are designed for the collection, conveyance, storage, treatment and disposal of storm water runoff into and through the drainage system.

Storm Water Management Plan shall mean the set of drawings and other documents that comprise all of the information and specifications for the drainage systems, structure, concepts and techniques that will be used to control water as required by this code and the Storm Water Management Guidance Manual. Also included are the supporting engineering calculations and results of any computer analysis.

Storm Water Management Quality Controls shall mean a system of vegetative structural or other measures that reduce or eliminate pollutants that might otherwise be carried by storm water runoff.

Storm Water Pollution Prevention Plan or SWPPP shall mean a plan required by either the Construction General Permit, the Baseline Industrial General Permit, or the Multi-Sector General Permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction or other industrial activity at the facility.

Storm Water Runoff shall mean the direct response of a watershed to precipitation and includes the surface and subsurface runoff that enters a ditch, stream, storm drain or other concentrated flow during and following the precipitation.

Subdivision shall mean (1) The creation of one or more new streets, alleys or other public ways; or the changing of any rights-of-way of any existing streets, alleys or other public ways. (2) Any division or redivision of lot, tract, or parcel or land, regardless of its prospective use. Such subdivision may be accomplished by platting or by description of metes and bounds or otherwise into two (2) or more lots or other divisions of sale or improvement. The following are not defined as subdivisions.

- a. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are in accordance with the rules and regulations contained in the City's Subdivision Regulations and with the City's Zoning Ordinance.
- b. Division or sale of land by judicial decree, which shall not be deemed a division

for purposes of this code.

- c. The acquisition of land for the purpose of widening or opening of streets when the acquisition and work is done by the City, State or other governmental agency.
- d. The division of land into parcels greater than five (5) acres where no street right-of-way dedication is involved.

Structure means a walled and roofed building or any portion thereof, manufactured homes, gas or liquid storage tanks, roadways and utility mains that are principally aboveground and/or restrict the flow of flood waters.

Swale shall mean a structural measure with a lining of grass, riprap or other material, which can function as a detention structure and convey storm water runoff without causing erosion.

Ten-Year Frequency Storm shall mean a storm that is capable of producing rainfall to be equaled or exceeded on the average of once in 10 years. It may also be expressed as an accedence probability with a 10 percent chance of being equaled or exceeded in any given year.

TCEQ shall mean the Texas Commission on Environmental Quality

Uniformity Coefficient shall mean the number representing the degree of homogeneity in the distribution of particle sizes of filter sand or other granular material. The coefficient is calculated by determining the D₁₀/D₆₀ ratio where D₁₀ and D₆₀ refer to the particle diameter corresponding to the 10 and 60 percentile of the material, which is finer, by dry weight.

Variance shall mean the modification of the minimum storm water management requirements for specific circumstances where strict adherence of the requirements would result in unnecessary hardship and not fulfill the intent of this Code.

Violation means the failure of a structure or other development to be fully compliant with City of Laredo's Code of Ordinances, state laws, and federal laws.

Waiver shall mean the relinquishment from storm water management requirement by the City Engineer for a specific land disturbing activity on a case- by-case basis.

Watercourse means any natural or artificial stream, river, creek, ditch, channel, canal, conduit, culvert, drain, waterway, gully, ravine or wash, in and including any area adjacent thereto, which is subject to inundation by reason of overflow or flood water

Water Quantity shall mean those characteristics of storm water runoff that relate to the rate and volume of the storm water runoff to downstream areas resulting from land disturbing activities.

Watershed means the total drainage area contributing runoff to a single point.

Waters of the United States shall mean all waters which are currently used, were used in the past or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of “waters of the United States” at 40 CFR §122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Water Surface Elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, where specified, of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas. (Code 1971, §151/2-3)

Wetland shall mean an area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, wetlands generally include swamps, marshes, bogs, and similar areas.

24.59.2 ADMINISTRATION AND PERMITTING PROCESS

24.59.2.1 Designated Administrator.

The City Engineer shall implement and enforce the provisions of this Code. Any powers granted to or duties imposed in this Code upon the City Engineer may be delegated by him to other qualified City personnel.

Duties of Administrator are as follows:

1. Review all storm water concept plan applications and storm water management permit applications to determine that the permit requirements of this Code have been satisfied.
2. Review all storm water concept plan applications and storm water management permit applications to determine that all necessary federal, state or local governmental agency approvals have been secured and do not conflict with provisions of this Code.
3. Review all storm water concept plans applications and storm water management permit applications to determine if the proposed development/redevelopment and construction activity is located in a floodway. If located in a floodway ensure that the provisions of 24.69 of the Land Development Code are satisfied.

4. Require an applicant for a storm water management permit to execute an affidavit on behalf of himself, his/her heirs, successors and assigns, agreeing that until such time as the drainage improvements are accepted by the City, applicant shall save and hold harmless the City, its officers, employees and appointed officials for any damages arising from loss of property, personal injury or death, loss of access of property, or other consequential damages as a result of a development permit being granted pursuant to this article; except that City shall indemnify and hold applicant harmless from any and all actions or proceedings arising out of the sole negligence or willful act of City. Such affidavits shall be filed with the City Secretary.
5. Develop and implement an inspection program for storm water facilities within the City of Laredo and its jurisdictional areas.

24.59.2.2 Applicability.

A Storm Water Management Permit shall be required for all land disturbances of ~~5~~ 1 acres or larger in accordance with current Environmental Protection Agency/ National Pollutant Discharge Elimination System requirements (EPA/NPDES) for storm water discharges. This includes permit requirements for land disturbances of some sites under ~~5 acres~~ 1- acres in environmentally sensitive areas.

If any other provision or ordinance of the City of Laredo conflicts with this Code, that which provides more environmental protection shall apply unless specifically provided otherwise in this Code. The City Engineer is authorized to adopt written procedures for the purpose of carrying out the provisions of this Code. The Storm Water Management Guidance Manual shall be the repository of all current and effective procedures.

24.59.2.3 Responsibility of Licensed Professional Engineer.

All documents, calculations, plans, etc. submitted to the City Engineer as part of the storm water management review process shall be signed and sealed by a licensed professional engineer unless stated otherwise in this Code. The engineer shall use the best available information and current acceptable level of practice in the design of storm water management systems taking into consideration their potential off-site impacts.

24.59.2.4 Scope of Development Plans.

1. In developing plans for subdivisions, individual lots in a subdivision development shall not be considered to be separate land disturbing activities and shall not require individual permits. Instead, the subdivision development, as a whole, shall be considered to be a single land disturbing activity. Hydrologic parameters that reflect the ultimate subdivision development shall be used in all engineering calculations.

2. If individual lots or sections in a subdivision are being developed by different property owners, all land disturbing activities related to the subdivision shall be covered by the approved storm water management plan permit for the subdivision. Individual lot owners or developers shall sign a certificate of compliance that all activities on that lot will be carried out in accordance with the approved storm water management plan permit for the subdivision.
3. Construction drawings for subdivisions, which have been submitted for approval prior to the effective date of these regulations, are exempt from these requirements. Development of new phases of existing subdivisions, which were not previously approved, shall comply with the provisions of these regulations.

24.59.2.5 Requirements for Permit Exempt Activities.

1. For all land disturbing activities that do not require the issuance of a storm water management permit as outlined in 24.59.2.5, the person responsible for the land disturbing activity shall submit a simplified storm water management control plan meeting the requirements listed below. This plan does not require approval by the City Engineer and does not require preparation or certification by a licensed professional engineer. This plan includes:
 - a. A narrative description of the storm water management facilities to be used.
 - b. A general description of topography and soil conditions of the development site.
 - c. A general description of existing structures, buildings, and other fixed improvements located on adjacent properties.
 - d. A site plan sketch to accompany the narrative, which shall contain:
 - 1) A site location map of the proposed project, indicating the location of the proposed project in relation to roadways, jurisdictional boundaries, streams and rivers;
 - 2) The boundary lines of the site on which the work is to be performed;
 - 3) All areas within the site which will be included in the land disturbing activities shall be identified and the total disturbed area calculated;
 - 4) A topographic map of the site; and

- 5) Anticipated starting and completion dates of the various stages of land disturbing activities and the expected date the final stabilization will be completed.
 - 6) The location of temporary and permanent vegetative and structural storm water management control measures.
- e. The storm water management control plan shall contain certification by the persons responsible for the land disturbing activity that the land disturbing activity will be accomplished in accordance with the plan.
 - f. The storm water management control plan shall contain authorization by the person responsible for the land disturbing activity of the right of the City Engineer to conduct on-site inspections.

24.59.2.6 Storm Water Concept Plans.

The storm water concept plan is designed to allow the City to review the proposed development/redevelopment or construction activities prior to extensive design. This allows the City to ensure that all aspects of the storm water management code have been addressed early in the design process. Additionally, it allows the developer/engineer the opportunity to address all aspects of the design, with regard to this Code, with the City prior to extensive design and plan development.

1. A storm water concept plan for each development/redevelopment and construction activity shall be submitted for review by the City Engineer prior to submission of the storm water management plan and construction plans for the entire development/redevelopment or construction activity, or any portion thereof.
2. All preliminary plats of the development/redevelopment or construction activity shall be consistent with the storm water concept plan required in paragraph (1) above.
3. Upon approval of the concept plan, the applicant shall submit a final storm water management plan (as part of the construction plans) to the City Engineer for review and approval. The City Engineer may accept and submit into the review process a storm water concept plan if it identifies the location and type of facilities to be constructed in sufficient detail to accurately assess proposed impacts and the City Engineer determines that a storm water management plan is not needed. ***If accepted under this provision, the storm water concept plan then becomes the storm water management plan for this development.***
4. Should any storm water management plan involve any storm water management facilities or land to be dedicated to public use, the same information shall also be submitted for review and approval to the department having jurisdiction over the

land or other appropriate departments or agencies identified by the City Engineer for review and approval. Upon approval by all such departments and agencies this storm water management plan shall serve as the basis for all subsequent construction.

5. The developer and his/her engineer shall be responsible for the accuracy of the information furnished in the design of the storm drainage facilities, pertaining to both the development/redevelopment or construction site in question (on-site) and affected (off-site) properties. Permit approval, by the City of Laredo, of the design plans and specifications shall not be construed to relieve any responsibility of the developer/engineer referred to herein.
6. All drainage easements, both on-site and off-site, shall be dedicated to the City of Laredo, with the easement called-out and appropriately identified as an easement to be dedicated to the City of Laredo for drainage purposes. Appropriate drainage easements on designated floodways (HUD-FEMA Maps) shall be properly described.
7. Compliance with Federal Emergency Management Agency (FEMA) regulations is mandatory. All subdivisions shall conform to the "Federal Disaster Protection Act of 1973, Public Law 93-234, passed by the 93rd Congress, H.R. 8449, December 31, 1973 (the latest revision thereof).
8. The storm water concept plan may be reviewed, if needed, with the designer, after City Engineer review, where it will either be approved, approved with changes, or rejected. If rejected, then changes, additional analysis, or other information necessary to approve the next submittal of the concept plan shall be identified. The City Engineer's review of the storm water concept plan will be completed within ten (10) working days from receipt of the plan.
9. Within ten (10) working days from receipt of the storm water concept plan, the City Engineer shall issue a decision either approving rejecting or conditionally approving the plan with modification.

24.59.2.7 Storm Water Concept Plan Submittal Requirements.

At a minimum, the storm water concept plan shall include the following:

1. A completed application for the storm water management concept plan review. (Application forms are contained within the Storm Water Management Guidance Manual.);
2. A completed Applicant's Affidavit of Ownership and Designation of Agent form. (Forms are contained within the Storm Water Management Guidance Manual.);

3. A vicinity map showing the location of the development site;
4. The existing topography of the development site;
5. Layout of physical improvements on the site, including existing development and proposed development;
6. Delineation of all areas to be disturbed;
7. Delineation of any regulatory flood plain.
8. Preliminary Hydrologic/Hydraulic calculations showing existing pre-development flows and anticipated post-development flows;
9. Preliminary layout of proposed on-site storm water management facilities to include water quantity and quality features;
10. A map indicating any off-site flows draining to the site; and
11. A map indicating any off-site, downstream flow constrictions.

24.59.2.8 Storm Water Management Plan.

The storm water management plan is a report containing calculations, plans, narrative and supplemental information showing the proposed development's/re-development's compliance with this Code and all state and federal laws that affect the development. The storm water management plan is submitted to the City after review of the storm water concept plan. All deficiencies indicated by the City review of the concept plan shall be rectified in the storm water management plan. Upon review and approval of the storm water management plan by the City of Laredo, the City will issue a storm water management permit indicating the development's compliance with this Code and allowing the commencement of construction.

1. The storm water management plan, after City Engineer review, will either be approved, approved with changes, or rejected. If rejected, then changes, additional analysis, or other information necessary to approve the next submittal of the management plan shall be identified. The City Engineer's review of the storm water management plan will be completed within ten (10) working days from receipt of the plan.
2. Within ten (10) working days from receipt of the storm water management plan, the City Engineer shall issue a decision approving, rejecting or conditionally approving the plan with modification.

24.59.2.9 Storm Water Management Plan Submittal Requirements.

Storm water management plans shall include, at a minimum, the following:

1. A completed application for the Storm Water Management Permit. (Application forms are contained within the Storm Water Management Guidance Manual.);
2. A completed Applicant's Affidavit of Ownership and Designation of Agent form. (Forms are contained within the Storm Water Management Guidance Manual.);
3. A vicinity map indicating a north arrow, scale, boundary lines of the site, and other information necessary to locate the development site;
4. The existing and proposed topography of the development/redevelopment or construction site except for individual lot grading plans in single family subdivisions. Existing topography shall be shown by contour lines on a basis of five feet (5') vertical interval unless the shape of the terrain, in the opinion of the City Engineer or his/her authorized designee, warrants two foot (2') vertical intervals; datum shall be that of the United States Coast and Geodetic Survey. The scale shall not be smaller than one inch (1") equals two hundred feet (200') with contour intervals not greater than five feet (5'), unless variation is specifically approved by the City Engineer or his/her authorized designee;
5. Physical improvements on the site, including present development and proposed development/redevelopment or construction activity;
6. Location, dimensions, elevations, and characteristics of all storm water management facilities;
7. All areas within the site which will be included in the land disturbing activities shall be identified and the total disturbed area calculated;
8. The location of temporary and permanent vegetative and structural storm water management control measures;
9. An anticipated starting and completion date of the various stages of land disturbing activities and the expected date the final stabilization will be completed;
10. A determination that no occupied first floor elevation of any structure is below the 100-year plus eighteen (18) inch flood elevation. All development/redevelopment or construction activity shall conform to the "Federal Disaster Protection Act of 1973, Public Law 93-234, passed by the 93rd Congress, H.R. 8449, December 31, 1973 (the latest version thereof);

11. At the reasonable discretion of the City Engineer, for all portions of the drainage system which are expected to carry between 50 and 150 cfs for the 100- year storm, the 100-year plus eighteen (18) inch flood elevation analysis shall be required. To require the 100-year plus eighteen (18) inch flood elevation analysis, the City Engineer should determine that one of the following conditions may exist:
 - a. The estimated runoff would create a hazard for adjacent property or residents; or
 - b. The flood limits would be of such magnitude that adjacent residents should be informed of these limits.
12. For all portions of the drainage system which are expected to carry 150 cfs or more for the 100-year storm, the 100-year plus eighteen (18) inch flood elevation analysis shall be done and flood limits shall be shown on the storm water management plans;
13. Storm water management plans shall include designation of all drainage easements needed for inspection and maintenance of the drainage system and storm water management facilities and shall comply with 24.59.3.3 of this Code;
14. At the reasonable discretion of the City Engineer, a landscape plan for all portions of the drainage system shall be part of the storm water management plan. This landscape plan shall address the following:
 - a. Tree saving and planting plan;
 - b. Types of vegetation that will be used for stream bank stabilization, erosion control, sediment control, aesthetics and water quality improvement; and
 - c. Any special requirements related to the landscaping of the drainage system and efforts necessary to preserve the natural aspects of the drainage system.
15. To improve the water quality aspects of the drainage system, the storm water management plan shall include a storm water pollution prevention plan, as outlined in 24.59.4.2 of this Code, to control the water quality of the runoff during the land disturbing activities and during the life of the development as outlined in this Code.;
16. The storm water management plan shall include all engineering calculations needed to design the system and associated structures including pre- and post-development velocities, peak rates of discharge, and inflow and outflow hydrographs of storm water runoff at all existing and proposed points of discharge

from the site. Computer disks and hard copies of all input and output files are to be submitted if a computer model is used;

17. Description of site conditions around points of all surface water discharge including vegetation and method of flow conveyance from the land disturbing activity;
18. Construction and design details for structural controls;
19. The expected timing of flood peaks through the downstream drainage system shall be assessed when planning the use of detention facilities;
20. At the reasonable discretion of the City Engineer, downstream effects from storm water management structures and the development/ redevelopment or construction activity on receiving streams known to have flooding and erosion problems, hydrologic-hydraulic engineering studies shall extend downstream to a point where the proposed development represents less than ten (10) percent of the total watershed.
21. All storm water management facilities and all major portions of the conveyance system through the proposed development (i.e., channels, culverts) shall be analyzed, using the design and 100-year storms, for design conditions and operating conditions which can reasonably be expected during the life of the facility. The results of the analysis shall be included in the hydrologic-hydraulic study.
22. If the storm water management plan and/or calculations indicate that there may be a drainage or flooding problem at the exit to the proposed development or at any location between the exit point and the 10 percent downstream point, the City Engineer may require:
 - a. Water surface profiles plotted for the conditions of pre- and post-development for the 25-year design storm;
 - b. Water surface profiles plotted for the conditions of pre- and post-development for the 100-year design storm; or
 - c. Elevations of all structures potentially damaged by 25 and/or 100 year flows.
23. All storm water management plans submitted for approval shall contain certification by the person responsible for the land disturbing activity that the land disturbing activity will be accomplished pursuant to the approved plan and that responsible personnel will be assigned to the project;

24. All storm water management submittals shall include a proposed inspection and construction control schedule;
25. All storm water management plans shall contain certification by the person responsible for the land disturbing activity, of the right of the City Engineer to conduct on-site inspections;
26. The storm water management plan shall not be considered approved without the inclusion of an approval stamp with a signature and date on the plans by the City Engineering Department. The stamp of approval on the plans is solely an acknowledgment of satisfactory compliance with the requirements of these regulations. Approval of construction plans by the City of Laredo Engineering Department is not intended to relieve the owner/developer, consultant engineer, and/or contractor from compliance with the subdivision and storm water management ordinance and other City ordinance, state and federal regulations, and any liabilities or responsibilities with respect to the design, construction, or operation of the project;
27. A maintenance schedule for the permanent maintenance of all storm water management facilities; and
28. Approved storm water management plans remain valid for five (5) years from the date of approval. Extensions or renewals of the plan approvals will be granted by the City Engineer upon written request by the person responsible for the land disturbing activity.

24.59.2.10 Storm Water Management Permit Conditions/Suspensions and Revocations.

24.59.2.10.1 Permit Conditions.

- a. No storm water management permit shall be issued or modified without the following:
 - 1) Right of entry by the City for emergency maintenance if necessary;
 - 2) Right of entry by the City for inspections;
 - 3) Any off-site easements needed; and
 - 4) An approved storm water management plan.
- b. The approved storm water management plan shall contain certification by the applicant that all land clearing, construction, development and

drainage will be done according to the storm water management plan or previously approved revisions.

- c. In addition to the plans and permits required from the City, applicants shall obtain all applicable state and federal permits required for the proposed development prior to issuance of a storm water management permit.
- d. A copy of the approved storm water management plan permit placard shall be posted in clear public view at the construction site from the date of commencement of construction through the date of final stabilization.

24.59.2.10.2 Permit Suspension and Revocation.

- a. A storm water management permit may be suspended or revoked if one or more of the following violations have been committed:
 - 1) Violation(s) of the conditions of the storm water management plan approval;
 - 2) Construction not in accordance with the intent of the approved plans;
 - 3) Noncompliance with correction notice(s) or stop work order(s); or
 - 4) The existence of an immediate danger in a downstream area in the reasonable judgment of the City Engineer.

If one or more of these conditions is found, a written notice of violation shall be served upon the owner or authorize representative and an immediate stop-work order may be issued. The notice shall set forth the measures necessary to achieve compliance with the plan. Correction of these violations must be started immediately or the owner shall be deemed in violation of this Code.

24.59.2.11 Fees.

Reserved.

24.59.2.12 Exemptions from Requirements.

The following development activities are exempt from the provisions of this Code and the requirements of providing storm water management measures.

1. Land disturbing activities on agricultural land for production of plants and animals useful to man, including but not limited to: forages, and sod crops, grains and feed crops, tobacco, cotton, and peanuts; dairy animals and dairy products; poultry and poultry products; livestock, including beef cattle, sheep, swine, horses, ponies, mules, or goats, including the breeding and grazing of these animals; bees; fur animals and aquaculture; except that the construction of an agricultural structure of one or more acres, such as broiler houses, machine sheds, repair shops and other major buildings, which require the issuance of a building permit shall require the submittal and approval of a storm water management plan prior to the start of the land disturbing activity.
2. Land disturbing activities undertaken on forest land for the production and harvesting of timber and timber products.
3. Construction or improvement of single family residences or their accessory buildings (less than 5 1 acres) which are separately built and not part of a multiple construction of a subdivision development.
4. There will be no exemptions from the requirements imposed upon the City of Laredo as part of its MS4 obligations.
5. The City of Laredo is not exempt from the requirements of this Code.

24.59.2.13 Variances from Requirements.

1. The City Engineer may grant a variance from the requirements of this Code if there are exceptional circumstances applicable to the site such that strict adherence to the provisions of the Code will result in unnecessary hardship and not fulfill the intent of the Code.
2. A written request for a variance shall be required and shall state the specific variance sought and the reasons, with supporting data, for granting said variance. The request shall include descriptions, drawings, calculations and any other information that are necessary to evaluate the proposed variance.
3. Any substantial variance from the storm water management plan or concept plan shall be referred to all agencies which reviewed the original plan.
4. The City Engineer will conduct a review of the request for a variance within ten (10) working days. Failure of the City Engineer to act by the end of the tenth working day will result in the automatic approval of the variance.
5. There will be no variances from the requirements imposed upon the City of Laredo as part of its MS4 obligations.

24.59.2.14 Appeals.

Any person aggrieved by a decision of the City Engineer (including any decision with reference to the granting or denial of a variance from the terms of this Code) may appeal same by filing a written notice of appeal with the City Engineer within thirty (30) calendar days of the issuance of said decision by the City Engineer. The City Engineer can then reverse his/her decision or send this notice to a designated Appeals Board with comments. A notice of appeal shall state the specific reasons why the decision of the City Engineer is alleged to be in error and the City Engineer shall prepare and send to the Appeals Board and Appellant, within fifteen (15) days of receipt of the notice of appeal, a written response to said notice of appeal.

All such appeals shall be heard by the Appeals Board which is hereby granted specific authority to hear and determine such appeals in a quasi-judicial capacity. Said appeal shall be heard by the Appeals Board at its next regularly scheduled meeting date, not to exceed thirty (30) days after receipt, by the Appeals Board, of the notice of appeal, or at such other time as may be mutually agreed upon in writing by the Appellant and the Chairperson of the Appeals Board. The Appeals Board will then render a decision within fifteen (15) days after the appeal has been heard.

Each party to the appeal shall be entitled to a hearing before the Appeals Board under judicial forms of procedure, at which hearing each party shall have the right to present evidence and sworn testimony of witnesses, to cross-examine witnesses, and to cause a transcription of the proceedings to be prepared.

Should either party be dissatisfied with the decision of the Appeals Board, any appeal of said decision may be appealed to the Superior Court by writ of certiorari.

24.59.3 DRAINAGE STANDARDS

24.59.3.1 Design Criteria and Minimum Control Requirements.

24.59.3.1.1 Rainfall Intensity Determination.

Maximum expected rainfall amounts in the Laredo area for various duration and selected recurrence intervals are defined in the Storm Water Management Guidance Manual.

24.59.3.1.2 Method of Computing Runoff.

The basis of computing runoff shall be the rational formula or another method acceptable to the City Engineer. Runoff rates for areas greater than one hundred and thirty acres shall use a unit hydrograph methodology or another method acceptable to the City Engineer.

Where an approved study exists (i.e. FEMA or other regulatory agency) for areas less than one hundred and thirty acres, the methodology shall match that used in the study unless otherwise dictated by the City Engineer.

In all cases, wet antecedent conditions shall be assumed. Run-off rates shall be computed on the basis of ultimate development of the proposed development/redevelopment or construction activity. Flows from off-site contributing areas draining to and/or through the proposed development / redevelopment or construction activity shall be based on the 25-year existing conditions. For determination of time of concentration, times shall be calculated on the basis of an improved drainage system upstream from the area under consideration. Run-off coefficients shall be obtained from information presented in the Storm Water Management Guidance Manual.

24.59.3.1.3 Off-site Drainage.

- a. The owner or developer of property to be developed/redeveloped shall be responsible for accepting all storm drainage flowing onto his/her property. It shall be adequately conveyed through, or around, the property. This responsibility includes all drainage directed to that property by prior development as well as drainage naturally flowing through the property by reason of topography.
- b. Adequate consideration shall be given to determine how the storm water discharge leaving the proposed development will affect downstream property. In determining downstream effects from storm water management structures and the development/ redevelopment or construction activity on receiving streams known to having flooding or erosion problems, the City Engineer may require, at his/her reasonable discretion, the hydrologic-hydraulic engineering studies be extended downstream, to a point where the proposed development/redevelopment or construction activity represents less than (10) percent of the total contributing watershed.
- c. Any construction activity that requires off-site grading or encompasses an area in compliance with current EPA/NPDES storm water permitting provisions, where storm water runoff has been collected or concentrated, whether it be by permanent drainage systems or streets, shall not be permitted to drain onto adjacent property except in existing creeks, channels, storm sewers or streets unless the following is provided:
 - 1) Notarized letter of permission from the affected property owner;
 - 2) Proper drainage easements are obtained;

- 3) If the owner is unable to acquire the necessary off-site easements, he/she shall provide the City with documentation of his/her efforts, including evidence of a reasonable offer made to the adjacent property owner. By written request for assistance, the City may assist the negotiations to acquire off-site easements. If the negotiations are unsuccessful, the request may, at the developer's option, be submitted to the City Council for consideration of acquisition through condemnation. In either case, the total cost of the acquisition and the cost of the easements shall be paid by the owner/developer; or
 - 4) If the developer is unable to obtain either (1) or (2) above and chooses not to seek assistance from the City, as outlined in (3) above, he/she shall provide the City with documentation of his/her efforts. The developer will then execute a notarized letter. Said letter shall be in a form approved by the City Attorney and shall provide that the developer shall agree to save and hold harmless the City of Laredo from any and all claims or suits for damage arising out of the required grading and/or concentrations of flow. The City reserves the right to require the notarized letter of permission or easement from the affected property owner prior to construction.
- d. The subdivider shall pay for the cost of all drainage improvements required for the development of his/her subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements.

In areas where the proposed off-site improvements are to be made within existing City right-of-way, an estimate of these off-site costs shall be prepared and submitted with the drainage plans.
 - e. Where it is anticipated that additional runoff incident to the construction activity will overload an existing downstream drainage facility, whether natural or man-made, and result in hazardous conditions, the Planning Commission may withhold approval of the activity until appropriate provision has been made to correct the problem. Plans shall be provided which include all necessary off-site improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc.

24.59.3.1.4 Finished Floor Requirements

When the drainage characteristics of a subdivision are such that a portion of the subdivision is within or adjacent to the 100-year floodplain, the City Building Director may require that minimum finished floor elevations be shown on certain lots contained

within said subdivision. These elevations should be based on the most current flood plain management criteria. The elevations shall be shown on the plat prior to filing the plat for record. The following note shall be added to any plat upon which the City Engineer requires the establishment of minimum finished floor elevations:

"The City of Laredo reserves the right to require minimum finished floor elevations on any lot contained within this addition. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown, may also be subject to minimum finished floor criteria."

24.59.3.2 Drainage Facilities.

24.59.3.2.1 Streets and Closed Storm Sewer Systems.

Streets may be used for storm water drainage only if the calculated storm water flow does not exceed 10 feet per second. Streets and alleys shall be designed on the basis of a 10-year frequency storm event. Where streets are not capable of carrying storm waters as outlined above, drainage facilities as required by these standards shall be provided.

Where closed storm sewer systems are utilized the entire discharge shall be picked up at the point where the street can no longer handle the runoff flowing curb full.

Closed storm sewer pipe size and grade shall be designed based on the following criteria:

- a. Minimum pipe size shall be 24" in diameter.
- b. Minimum grade shall be no less than 0.004 ft/ft.
- c. Allowable "n" values for design shall be as specified in the Storm Water Management Guidance Manual.
- d. Under normal conditions, pipes shall be designed assuming full flow conditions.
- e. Where conditions or design cause a pipe to flow under pressure, the hydraulic grade line shall be calculated and plotted in profile. In no case shall the hydraulic grade line be closer than 1 (one) foot to finished grade unless specifically authorized by the City Engineer.

24.59.3.2.2 Open Channels.

Open Channels shall be designed for subcritical flow under normal conditions. If supercritical flow exists, energy dissipation will be required to return flow to subcritical flow conditions. Open channels shall be designed to convey, at a minimum, the 25-year frequency design storm event.

The maximum allowable velocities in constructed channels shall be based on the channel type. The following velocity chart shall be used for scour protection and to determine the maximum velocities for a given type of channel lining.

Channel Type	Maximum Velocity
Grass Lined	5 fps
Concrete Lined	> 5 fps

Other methods of bottom and slope protection may be substituted for conditions where concrete lining is required upon approval of the City Engineer. Requests for substitution shall be accompanied by an engineering analysis of the equivalency to concrete, reasons for substitution, and an evaluation of maintenance issues.

Grass-lined channels shall include slope protection in bends unless the radius of curvature is greater than twice the channel top width.

Open channels shall provide a minimum of one (1) foot of freeboard above design flow depth. Additional freeboard shall be provided where design conditions warrant as outlined in the Storm Water Management Guidance Manual. All channels shall have a minimum eight (8) foot bottom width to facilitate maintenance operations.

24.59.3.2.3 Culvert and Bridge Crossings.

All roadway culvert crossings shall be designed for a 25-year frequency storm event. Crossings located within flood hazard zones shall be designed to ensure compliance with FEMA regulations. The hydraulic capacity of proposed culverts shall be such that headwater depth is at least one (1) foot below the minimum roadway elevation. Proposed bridges shall have a low chord elevation at least one (1) foot above the design storm water surface elevation. All culverts located or expected to be located under paving and bridges shall be structurally designed for an HS-20 loading. Hydrologic and Hydraulic calculations for all crossings must be included in the permit application to ensure compliance with this Code.

24.59.3.2.4 Hydraulic Structures - Energy Dissipation.

Where hydraulic structures are included in the design of storm water drainage systems, energy dissipation shall be included in the structure as outlined in the Storm Water Management Guidance Manual. Hydraulic structures may include, but are not limited to: pipe outlets, spillways, drop structures, and culvert headwalls. All energy dissipators should be designed to facilitate maintenance. The design of outlet structures in or near parks or residential areas at the reasonable discretion of the City Engineer must give special consideration to aesthetics.

24.59.3.2.5 Retention/Detention Facilities.

The following are minimum criteria for detention facilities within the City of Laredo and its extraterritorial jurisdiction. These criteria do not supersede or replace requirements established by the State of Texas for dam safety, dam construction plan review, and/or the impoundment of State Waters. Where State of Texas requirements apply, the owner/developer and/or engineer shall provide evidence of compliance prior to final approval of the facility by the City of Laredo.

24.59.3.2.5.1 Allowable Discharge - (Pre/Post Analysis for Retention/Detention Facilities).

The ultimate 50-year design storm event shall be used in determining the required retention/detention volume for the development site. The discharge rate from the facility shall be such that the pre-development discharge rate from the site is not exceeded in the post-developed condition for the design storm event. The precondition discharge rate shall be calculated assuming the site is in a natural state.

24.59.3.2.5.2 Storage.

The design storage shall be the volume of the design storm event hydrograph that exceeds the allowable discharge rate noted above. Basins without upstream detention areas and with drainage areas of 130 acres or less may calculate storage using the Modified Rational Method as described in the Storm Water Management Guidance Manual. Basins with drainage areas greater than 130 acres or where the Modified Rational Method is not applicable shall be designed using an approved method as described in the Storm Water Management Guidance Manual.

24.59.3.2.5.3 Impoundment Design Criteria.

The steepest side slope permitted shall be 4:1 for a vegetated earth embankment, 2:1 for a rock dam, or as determined by a geotechnical

investigation that is certified by a licensed professional engineer and approved by the City Engineer.

Earth embankments used to temporarily impound the required detention volume shall be constructed according to standard specifications for fill. These specifications should be, at a minimum, adequate for levee embankments and be based on the City of Laredo standard specifications for embankment, topsoil, sodding, and seeding.

Where permanent impoundment is to be provided a geotechnical investigation is required. Based on the geotechnical report more stringent specifications may be required.

Embankments, spillways and other appurtenances shall be designed to withstand the pressures of the impounded storm water.

Excavated detention facilities must provide positive drainage with a minimum bottom grade of 0.3% (0.003 /ft). A low flow pilot channel shall also be provided.

24.59.3.2.5.4 Freeboard and Emergency Spillway.

The top of the embankment shall be a minimum of two (2) feet above the 50-year maximum design elevation. An emergency spillway or overflow area shall be provided above the maximum design elevation to ensure that the State of Texas Dam Safety overflow requirements or the 100-year frequency event, whichever is more stringent, does not overtop the embankment.

If the emergency spillway capacity is to be provided over the embankment, the spillway will be structurally designed to prevent erosion and consequent loss of structural integrity. The spillway or the dam portion of the pond shall be constructed of reinforced concrete or with concrete lining. Alternate materials may be approved by the City Engineer.

24.59.3.2.5.5 Outflow Structure.

Where the outflow structure conveys flow through the embankment in a conduit, the conduit shall be reinforced concrete or other material to be approved by the City Engineer designed to support the external loads with an adequate factor of safety. It shall withstand the internal hydraulic pressures without leakage under full external load or settlement. It must convey water at the designed velocity without damage to the interior surface of the conduit.

24.59.3.2.5.6 Fence.

- 1) Security fencing with a minimum height of six (6) feet shall encompass the detention and maintenance area when required, as determined by the City Engineer, due to potential safety hazards created by prolonged storage of floodwater.
- 2) Design shall be such that it does not restrict the inflow or outfall of the basin.
- 3) Adequate access for maintenance equipment shall be provided.
- 4) In basins to be used for recreation areas during dry periods, pedestrian access may be provided with the approval of the City Engineer.

24.59.3.2.5.7 Floatable Controls.

All detention facilities shall incorporate some type of floatable controls (baffles, skimmers, etc.) to ensure that discharge of floatables from the facility is limited to the maximum extent practicable. As part of the ongoing detention facility maintenance, the detention facilities shall be regularly checked and any floatables removed. A maintenance regimen for the removal of floatables shall be part of the maintenance schedule submitted for permit review and approval.

24.59.3.2.5.8 Maintenance Access Requirements.

A minimum fifteen (15) foot wide maintenance area shall be provided around the detention facility. The crown (top of berm) shall have a minimum width of ten (10) feet unless used for primary maintenance of the detention facility, in which case it shall have a minimum width of fifteen (15) feet.

Access must be provided into detention basins designed for periodic desilting and debris removal. Basins with permanent storage must include dewatering facilities to provide for maintenance.

24.59.3.2.5.9 Municipality Participation.

When the City Engineer determines that additional storage capacity beyond that required by the applicant for on-site storm water management is necessary in order to enhance or provide for the public health, safety and general welfare, to correct unacceptable or undesirable existing conditions or to provide protection in a more desirable fashion for future development, the City Engineer may:

- 1) Require that the applicant grant any necessary easements over, through or under the applicant's property to provide access to or drainage for such a facility;
- 2) Require that the applicant attempt to obtain from the owners of property over, through or under where the storm water management facility is to be located, any easements necessary for the construction and maintenance of same (and failing the obtaining of such easement the City may, at its option assist in such matter by purchase, condemnation, dedication or otherwise, and subject to paragraph (3) below, with any cost incurred thereby to be paid by the City); and/or
- 3) Participate financially in the construction of such facility to the extent that such facility exceeds the required on-site storm water management as determined by the City Engineer.
- 4) The City may assume maintenance of the facility as a storm water management facility.

To implement this provision both the municipality and developer must be in agreement with the proposed facility that includes the additional storage capacity and jointly develop a cost sharing plan which is agreeable to all parties.

24.59.3.2.6 Regional Storm Water Management Facilities.

For the purposes of this Code a regional storm water management facility shall be any facility constructed on a channel or waterway whose total drainage area is greater than 130 acres and serves more than one development. Regional storm water management facilities may be maintained by the City.

The design of regional storm water management facilities shall assume that all contributing areas are fully developed in accordance with approved future land use plans. A plan of the contributing area will be submitted as part of the permitting process indicating conveyance easements through the property being developed sufficient to convey post development flows to the facility. If the proposed development is upstream of the regional storm water management facilities, pass through conveyance systems shall be included in the design of the development.

24.59.3.2.7 Retaining Walls in Waterways.

1. All retaining structures/walls located within a 100-year floodplain shall be constructed of reinforced concrete or other materials approved as designed for the specific on-site conditions. Special structural designs shall be submitted with supporting calculations to the City Engineer for approval.

2. Retaining walls shall be designed to achieve a minimum factor of safety of 2 against overturning and 1.5 against sliding.
3. The criteria/parameters used in considering the adequacy of the retaining wall design shall be as outlined in the Storm Water Management Guidance Manual.
4. Any wall taller than four (4) feet in height will require a building permit and an engineer's certification that the wall is structurally sound and built as per plan specifications.

24.59.3.3 Easements.

Property development/redevelopment that includes detention and/or drainage facilities shall dedicate easements to the City. The minimum width of easements shall be determined by the City Engineer, based on the examples set out in the Storm Water Management Guidance Manual. Final plats shall contain standard language addressing the easements and management areas, and on-ground monumentation as outlined below:

1. Floodway easements are to be dedicated for open waterways in nonresidential areas. They will be maintained by the property owner.
2. Drainage easements are to be dedicated for manmade drainage channels, closed storm sewer systems or drainage structures in areas not owned by the City but to be maintained by the City.
3. Detention basins shall be maintained in detention area easements. Detention basins constructed through private development activities shall be maintained by the property owner or neighborhood association. Detention basins constructed for the City, or constructed as a regional facility approved by the City, shall be maintained by City personnel.
4. All detention easements and drainage easements shall include provisions for adequate maintenance such as dedicated and maintained access easements. These access easements shall be sufficient to provide ingress and egress for maintenance. The minimum width shall be fifteen (15) feet. Access easements are needed only when the area to be maintained does not border a public right-of-way.

24.59.4 TEMPORARY EROSION AND SEDIMENT CONTROL.

24.59.4.1 General Requirements.

1. All operators of construction sites shall use best management practices (BMPs) to control and reduce the discharge, to the MS4 and to waters of the United States, of

sediment, silt, earth, soil, and other material associated with clearing, grading, excavation, land filling, and other construction activities to the maximum extent practicable. Any best management practices (BMPs) capable of installation and/or implementation prior to commencement of construction (for example, structural measures) shall be installed and/or implemented prior to commencement of construction at the site or in compliance with a schedule for installation and/or implementation in an applicable Storm Water Pollution Prevention Plan (SWPPP). The best management practices (BMPs) used at construction sites may include, but are not limited to, the following measures:

- a. Ensuring that existing vegetation is preserved where feasible and that disturbed portions of the site are stabilized as soon as practicable in portions of the site where construction activities have stopped for fourteen days, and no further construction is anticipated for an additional seven days, or have permanently ceased;
- b. Use of structural practices to divert flows from exposed soils, to store flows, or to otherwise limit runoff and the discharge of pollutants from the site to the maximum extent practicable;
- c. Minimization of the tracking of sediments off-site by vehicles, the generation of dust, and the escape of other windblown waste from the site;
- d. Prevention of the discharge of building materials, including cement, lime, concrete, asphalt, or mortar, to the MS4 or waters of the United States;
- e. Measures to prevent and contain spills of paints, solvents, fuels, septic waste, and other hazardous chemicals and pollutants associated with construction, and to assure proper cleanup and disposal of any such spills in compliance with state, federal, and local requirements;
- f. Implementation of proper waste disposal and waste management techniques, including covering waste materials, minimizing ground contact with hazardous chemicals and trash, and installing and maintaining covered receptacles for rubbish and garbage to assure that such waste materials are not blown or carried by rainfall runoff from the site;
- g. Timely maintenance of vegetation, erosion and sediment control measures, and other best management practices (BMPs) to maintain them in good and effective operating condition; and
- h. Installation of structural measures during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. Such installed structural measures may include, but are not limited to, the following: storm water detention structures

(including wet ponds); storm water retention structures; flow attenuation by use of open vegetative swales and natural depressions; other velocity dissipation devices; infiltration of runoff on site; and sequential systems which combine several practices. Operators of construction sites are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with construction activity have terminated.

2. Qualified personnel (provided by the operator of the construction site) shall inspect disturbed areas of any construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm that is 0.5 inches or greater. All erosion and sediment control measures and other identified best management practices (BMPs) shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspection, best management practices (BMPs) shall be modified as appropriate, and as soon as is practicable.
3. Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and severally responsible for compliance with the requirements in this 24.59.4.1 of the Code.
4. Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract for implementing a best management practices (BMPs) control measure, is jointly and severally responsible for any willful or negligent failure on his/her part to adequately implement that control measure.

24.59.4.2 Storm Water Pollution Prevention Plan (SWPPP) Submittal and Review.

All operators of sites of construction activity, including clearing, grading, excavation, and land filling activities, that result in the disturbance of ~~five (5)~~ one (1) or more acres of total land area, or that is part of a common plan of development or sale within which ~~five (5)~~ one (1) or more acres of total land area are disturbed, or who are required to obtain an NPDES permit for storm water discharges associated with construction activity, shall comply as a minimum with the following requirements (in addition to those in 24.59.4.1 of this Code and those requirements defined in the most current EPA/NPDES storm water permit):

1. Any operator who intends to obtain coverage for storm water discharges from a construction site under the NPDES General Permit for Storm Water Discharges From Construction Sites ("the Construction General Permit") shall submit a signed copy of the Notice of Intent (NOI) to the City Engineer, at least fifteen (15)

calendar days prior to the commencement of construction activities. If the construction activity is already underway upon the effective date of this Chapter, the NOI shall be submitted within thirty (30) calendar days. For storm water discharges from construction sites where the operator changes, a revised NOI shall be submitted at least two (2) calendar days prior to when the new operator commences work at the site.

2. A SWPPP shall be prepared and implemented prior to the beginning of construction activities in accordance with the requirements of the Construction General Permit or any individual NPDES permit issued for storm water discharges from the construction site, and with any additional requirement imposed by or under this Code and any other City Code.
3. The SWPPP shall be prepared, dated, signed, and sealed by a licensed professional engineer. The signature and seal of the licensed professional engineer shall constitute his/her attestation that the SWPPP fully complies with the requirements of the Construction General Permit, or with any applicable individual NPDES permit issued for storm water discharges from the construction site, and with any additional requirement imposed by or under this Code. The SWPPP shall contain the name, title, and business address of the licensed professional engineer signing it.
4. The SWPPP shall be updated and modified as appropriate and as required by the Construction General Permit and this Code. Any update or modification to the SWPPP shall be prepared, signed, and sealed by a licensed professional engineer.
5. The SWPPP shall be prepared and submitted to the City Engineer at least fifteen (15) calendar days prior to the commencement of construction activities. If the construction activity is already underway upon the effective date of this Code, the SWPPP shall be submitted within thirty (30) calendar days.

The SWPPP shall be prepared and submitted to the City Engineer in conjunction with the Storm Water Management Permit and Building Permit application. A Storm Water Management Permit shall be issued prior to commencement of construction activity.

6. A copy of any SWPPP that is required by 24.59.4.2 of this Code shall be submitted to the City in conjunction with any application for a building permit, and Storm Water Management Permit, and any other City approval necessary to commence or continue construction at the site.
7. If, upon the City Engineer's review of the SWPPP (or any modification to the SWPPP) and any site inspection that the City Engineer may conduct, the City Engineer determines that the SWPPP does not comply with the requirements of the Construction General Permit, any individual NPDES permit issued for storm water discharge from the construction site, or any additional requirement imposed by or under this Code, the City Engineer may issue an order prohibiting

the commencement, or the continuation, of any construction activity at the site. Also, if at any time the City Engineer determines that the SWPPP is not being fully implemented, the City Engineer may similarly issue an order prohibiting the continuation of any construction activity at the site. Any order issued by the City Engineer under the authority of this paragraph may be in the form of a Compliance Order under 24.59.8.5, an Emergency Cease and Desist Order under 24.59.8.7, or a Stop Work Order under 24.59.8.8 of this Code.

8. Upon review of the SWPPP and any site inspection that is conducted, the City may deny approval of any building permit, Storm Water Management Permit, or any other City approval necessary to commence or continue construction, or to assume occupancy, on the grounds that the SWPPP does not comply with the requirements of the Construction General Permit, any individual or group NPDES permit issued for storm water discharge from the construction site, or any additional requirement imposed by or under this Code. Also, if at any time the City determines that the SWPPP is not being fully implemented, the City may similarly deny approval of any building permit, storm water management plan permit, or any other City approval necessary to commence or continue construction, or to assume occupancy, at the site.
9. All contractors and subcontractors identified in a SWPPP shall sign a copy of the following certification statement before conducting any professional service identified in the SWPPP:

“I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.”

The certification must include the name and title of the person providing the signature; the name, address, and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

10. The SWPPP, with the licensed professional engineer's signature, seal, and date affixed, and the certifications of contractors and subcontractors required by 24.59.4.2 of this Code, and with any modifications attached, shall be retained at the construction site from the date of commencement of construction through the date of final stabilization.
11. The operator shall make a copy of the SWPPP and any modification thereto available to the City Engineer and any other authorized City inspector at the construction site upon request (as well as to EPA and State inspectors).
12. The City Engineer may notify the operator at any time that the SWPPP does not meet the requirements of the Construction General Permit, any applicable individual NPDES permit issued for storm water discharges from the construction

site, or any additional requirement imposed by or under this Code. Such notification shall identify those provisions of the permit or code which are not being met by the SWPPP, and identify which provisions of the SWPPP require modifications in order to meet such requirements. Within seven (7) calendar days of such notification from the City Engineer, the operator shall make the required changes to the SWPPP and shall submit to the City Engineer a written certification that the requested modifications have been made.

13. The operator shall modify the SWPPP whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4 or to the waters of the United States, and which has not otherwise been addressed in the SWPPP, or if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in storm water discharges associated with construction activity. In addition, the SWPPP shall be modified to identify any new contractor and/or subcontractor that will implement a measure in the SWPPP. All modifications to the SWPPP shall be submitted to the City Engineer within seven (7) calendar days of a change, determination of ineffectiveness (self or City inspection), or effective date of changes in contractor and/or subcontractor.
14. Qualified personnel (provided by the operator of the construction site) shall inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven (7) calendar days and within twenty-four (24) hours of the end of any storm that is 0.5 inches or greater. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the SWPPP shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters or the MS4. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.
15. Based on the results of the inspections required by the 24.59.4.2 item 14 of this Code, the site description and/or the pollution prevention measures identified in the SWPPP shall be modified as appropriate, but in no case later than seven (7) calendar days following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP within seven (7) calendar days following the inspection. All modifications to the SWPPP shall be submitted to the City Engineer within seven (7) calendar days of the date of inspection.

16. A report log summarizing the scope of any inspection required by the 24.59.4.2 item 15 of this Code, and the name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and actions taken shall be made and retained as part of the SWPPP for at least three years from the date that the site is finally stabilized. Such report shall identify any incidence of noncompliance. Where a report does not identify any incidence of noncompliance, the report shall contain a certification that the facility is in compliance with the SWPPP, the facility's NPDES permit, and this Code. The report shall be certified and signed by the person responsible for making it.
17. The operator shall retain copies of any SWPPP and all reports required by this Code or by the NPDES permit for the site, and records of all data used to complete the NOI, for a period of at least three years from the date that the site is finally stabilized.
18. Where a site has been finally stabilized and all storm water discharges from construction activities that are authorized by this Code and by the NPDES permit for those construction activities are eliminated, or where the operator of all storm water discharges at a facility changes, the operator of the construction site shall submit to the City Engineer, a Notice of Termination (NOT).
19. Upon final stabilization of the construction site, the owner (or the duly authorized representative thereof) shall submit to the City Engineer written certification by a licensed professional engineer that the site has been finally stabilized. The City may withhold occupancy or use of permits for any premises constructed on the site until such certification of final stabilization has been filed and the City Engineer has determined, following any appropriate inspection, that final stabilization has, in fact, occurred and that any required permanent structural controls have been completed.

24.59.5 STORM WATER QUALITY MANAGEMENT

24.59.5.1 Applicability.

- a) Except as provided in subparagraph (2) of this paragraph, a site specific storm water quality management plan is required for all residential, commercial, and industrial development and/or redevelopment of ~~five~~ one acres or more within the City of Laredo and its jurisdictional areas.
 - 1) For the purpose of this section, the area of the development must include all contiguous land owned by the responsible party, regardless of the amount of land that will be affected by the development activity.

- 2) A storm water quality management plan is not required when a portion of a previously developed tract of land is redeveloped, unless the redevelopment will result in the conversion of more than ¼ acre from a porous surface to an impervious surface.
- b) The storm water quality plan must be submitted at the time of preliminary plat submission, or submission of a site plan with an application for a building permit (if the site is more than ~~5 acres~~ one (1) acres).
- c) The storm water quality management plan must identify the location of the ultimate outfall from the City's MS4 into the receiving water and any environmentally sensitive areas that will receive any pollutants carried by storm water pollution from the site.
- d) The storm water quality management plan must state whether an NPDES storm water pollution prevention plan or a pollution control plan will be submitted to the City Engineer.
- e) The storm water quality management plan must be signed and sealed by a professional engineer licensed to practice engineering in the State of Texas.

24.59.5.2 Special Land Use Requirements.

A storm water quality management plan and any plans submitted for a building permit for the development of property that will be used for one of the below listed uses must identify the appropriate best management practices (BMPs) to prevent pollutants being discharged into the City's MS4. The owner of a site within City that is currently being used for one of the activities described below is not required to physically alter the existing facility to comply with this section, unless alterations or repairs to the facility require the facility to be brought into compliance with the current City of Laredo building code. The uses are as follows:

1. Fueling stations.
2. Vehicle/equipment washing and steam cleaning facilities.
3. Facilities engaged in harmful liquid materials loading and unloading.
4. Facilities engaged in harmful liquids storage in aboveground storage tanks.
5. Facilities engaged in container storage of harmful liquids (such as oil, chemical, & hazardous substances), food wastes, and hazardous wastes.
6. Facilities engaged in outdoor storage of raw materials that are subject to leaching and transport by erosion and sedimentation, such as gravel, sand, topsoil,

compost, sawdust, wood chips, building materials, including lumber, which are subject to leaching; and concrete and metal products, which are subject to chemical erosion, corrosion, and leaching.

24.59.5.3 General Requirements.

24.59.5.3.1 Preliminary Plan (Platting).

A layout of the proposed water quality management system and calculations showing it meets the requirements of 24.59.5.4 below shall be submitted with the other requirements as outlined in 24.59.2.

24.59.5.3.2 Final Construction Plans.

Final construction plans and specifications, and calculations showing that the water quality management system meets the requirements of 24.59.5.4 below shall be submitted with the other requirements as outlined in 24.59.2.

24.59.5.4 Design Criteria.

24.59.5.4.1 Quality Management Criteria.

The criteria of the water quality management for the new development and redevelopment is that the water quality effects of the development should not be significantly different from the water quality effects of the same site before construction. Development/redevelopment within the City of Laredo shall provide, at the minimum, one of the following methods for storm water treatment, provided that the discharges meet the requirements of the City's storm water NPDES permit and state water quality criteria. More stringent treatment methods may be required by the City Engineer if discharges fail to meet water quality goals. The drainage area for determining treatment volumes shall include all areas draining to the facility (on-site and off-site). If off-site flows are not commingled with on-site flows prior to treatment, they should not be included in the treatment volume.

Method Treatment Volume and Recovery Rate

- a. **Wet Detention:** Wet detention treatment volume shall be, at a minimum, the first one (1) inch of runoff. No more than 1/2 of the volume may be discharged in the first 24 hours.
- b. **Off-line Retention:** Off-line retention diverts the first flush of storm water runoff to a facility separated from the main line storm water conveyance system. The treatment volume for off-line retention shall be one-half (1/2) inch of runoff. The treatment volume shall again be available within a minimum of 24 hours and a maximum of 72 hours following a storm event, with appropriate on-site soils test submitted to verify the infiltration rate.

- c. **On-line Retention or Detention:** For on line retention or detention with under drained filtration, treatment volume shall be provided equal to one (1) inch of runoff. Only bottom underdrain systems planted with grass that are capable of recovering the treatment volume within 24 hours shall be allowed, to the satisfaction of the City Engineer, to exceed the capabilities of such a bottom underdrain system.

Design criteria and design specifications for the water quality treatment methods described above are outlined in the Storm Water Management Guidance Manual

24.59.5.4.2 Floatable Controls.

All detention facilities shall incorporate floatable controls (baffles, etc.) to ensure that no floatables are discharged from the facility. The detention facilities shall be regularly checked and any floatables removed as part of the ongoing detention facility maintenance.

24.59.5.4.3 Spill Control.

All detention facilities shall incorporate in the design of their discharge structures a method for stopping all discharges in case of an accidental spill occurring within the detention facilities drainage area. This discharge control device shall be periodically checked to ensure its continued operation as part of the ongoing detention facility maintenance.

24.59.5.4.4 BMPs.

For residential development/redevelopment areas of more than ~~(5) acre~~ one (1) acres, and with the approval of the City Engineer or his/her authorized representative, the water quality requirements as stated in 24.59.5.4 may be waived in favor of a series of permanent BMPs, i.e., swales, vegetated buffers, small impoundments, etc. that are shown to provide sufficient water quality enhancements to meet the intent of 24.59.4

24.59.5.4.5 Discharges to the Rio Grande.

For sites discharging directly into the Rio Grande the runoff amounts used for the determination of water quality treatment volume will be 50% greater than those indicated in 24.59.4. The only treatment method for water quality shall be off-line retention unless otherwise approved by the City Engineer and the IBWC.

24.59.6 INSPECTION

24.59.6.1 Inspection Schedule and Reports.

1. Prior to the issuance of a storm water management permit, the developer will submit to the City Engineer a proposed inspection and construction control schedule. The City of Laredo or its authorized representative shall conduct inspections and file reports for periodic inspections necessary during construction of storm water management systems to ensure compliance with the approved plans.
2. No work shall proceed until the City Engineer or his/her authorized representative inspects and approves the work previously completed and furnishes the developer with the results of the inspection reports as soon as possible after completion of each required inspection.
3. Any portion of the work which does not comply must be promptly corrected by the developer, after written notice from the City Engineer or his/her authorized representative. The notice shall set forth the nature of corrections required and the time within which corrections will be made.
4. The developer shall notify the City Engineer before commencing any work in conjunction with the storm water management plan and upon completion of the project when a final inspection will be conducted.

24.59.6.2 Inspection Requirements During Construction.

After commencing initial site operations, regular inspections shall be made at the following specified stage of construction:

1. Infiltration systems at the commencement, during, and upon completion of construction.
2. Flow attenuation devices, such as open vegetated swales, upon the completion of construction.
3. Retention and detention structures at the following stages:
 - a. Upon completion of excavation to sub-foundation and where required, installation of structural supports or reinforcement for structures, including but not limited to:
 1. Core trenches for structural embankments;
 2. Inlet-outlet structures and anti-seep structures, watertight connectors on pipes; and

3. Trenches for enclosed storm drainage facilities.
- b. During placement of structural fill, concrete, and the installation of catch basins;
- c. During backfill of foundations and trenches;
- d. During embankment construction; and
- e. Upon completion of final grading and the establishment of permanent stabilization.

24.59.6.3 Final Inspection Reports.

A final inspection shall be conducted by the City Engineer or his/her authorized representative upon completion of the storm water management facility to determine if the completed work is constructed in accordance with the approved plan and this Code. "As-built" certification by a licensed professional engineer licensed in the State of Texas is also required to certify that the facility has been constructed as shown on the "As-built" plans and is substantially compliant with plans and specifications. The developer will receive written notification of the results of the final inspection. The City Engineer shall maintain a permanent file of inspection reports.

24.59.6.4 Inspection for Prevention Maintenance.

1. Preventive maintenance shall be ensured through inspection of all infiltration systems, retention, or detention structures by the City Engineer or his/her authorized representative. The inspection shall occur during the first year of operation and at least once every three years thereafter.
2. Inspection reports shall be maintained by the City Engineer or his/her authorized representative for all storm water management facilities.
3. Inspection reports for retention and detention facilities shall include the following:
 - a. The date of inspection;
 - b. Name of inspector;
 - c. The condition of the following:
 1. Vegetation;
 2. Fences;
 3. Spillways;
 4. Embankments;
 5. Reservoir area;
 6. Outlet channels;
 7. Underground drainage;
 8. Sediment load; or

9. Any other item that could affect the proper function of the storm water management system.
- d. Description of needed maintenance.

4. If, after an inspection by the City Engineer or his/her authorized representative, the condition of a storm water management facility presents an immediate danger to the public health or safety, because of an unsafe condition or improper maintenance, the City Engineer or his/her authorized representative shall take such action as may be necessary to protect the public and make the facility safe.

24.59.7 MAINTENANCE

24.59.7.1 Maintenance Agreement.

1. Prior to the issuance of any building permit for which storm water management is required, the City Engineer shall require the applicant or owner to execute **under oath**, an inspection and maintenance agreement binding on all subsequent owners of land served by the private storm water management facility. Such agreement shall provide for access to the facility at reasonable times for regular inspections by the City Engineer or his/her authorized representative and for regular or special assessments of property owners to ensure that the facility is maintained in proper working condition to meet design standards and any provision established.
2. The agreement shall be recorded by the applicant and/or owner in the deed records of Webb County, Texas.
3. The agreement shall also provide that, if after the notice by the City Engineer to correct a violation requiring maintenance work, satisfactory corrections are not made by the owner(s) within a reasonable period of time (thirty (30) days maximum), the City Engineer may perform all necessary work to place the facility in proper working condition. The owner(s) of the facility shall be assessed the cost of the work and any penalties. This may be accomplished by placing a lien on the property, which may be placed on the tax bill and collected as ordinary taxes by the City.

24.59.7.2 Maintenance Responsibility.

1. All water quality controls and their appurtenances required for commercial or multifamily development shall be maintained by the owner of the commercial or multifamily development.
2. All water quality controls and drainage required for single family or duplex residential development shall be maintained by the City developer for **two (2) years** after the final acceptance for the entire development. The City will not accept any drainage structure which is not complete according to the requirements

of this Code.

3. The owner of the property on which work has been done pursuant to this Code for private storm water management facilities, or any other person or agent in control of such property, shall maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sediment control measures, and other protective devices and remove and properly dispose of all floatables. Such repairs or restoration and maintenance shall be in accordance with approved plans.
4. A maintenance schedule shall be developed for the life of any storm water management facility and shall state the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be printed on the storm water management plan.

24.59.8 ADMINISTRATIVE ENFORCEMENT REMEDIES

24.59.8.1 Warning Notice.

When the City Engineer finds that any person has violated, or continues to violate, any provision of this Code, or any order issued hereunder, the City Engineer may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the Warning Notice in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the Warning Notice. Nothing in this subsection shall limit the authority of the City Engineer to take any action, including emergency action or any other enforcement action, without first issuing a Warning Notice.

24.59.8.2 Notification of Violation.

When the City Engineer finds that any person has violated, or continues to violate, any provision of this Code, or any order issued hereunder, the City Engineer may serve upon that person a written Notice of Violation. Within ten (10) calendar days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention of recurrence thereof, to include specific required actions, shall be submitted by the alleged violator to the City Engineer. If the alleged violator denies that any violation occurred and/or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the City Engineer within ten (10) calendar days of receipt of the notice. Submission of an explanation and/or plan in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the Notice of Violation (NOI). Nothing in this section shall limit the authority of the City Engineer to take any action, including emergency action or any other enforcement action, without first issuing a Notice of Violation (NOV).

24.59.8.3 Consent Orders.

The City Engineer may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any person responsible for noncompliance with any provision in this Code or any order issued hereunder. Such documents may include specific actions to be taken by the person to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to 24.59.8.5, 24.59.8.6, and 24.59.8.7 of this Code and shall be judicially enforceable.

24.59.8.4 Show Cause Hearing.

The City Engineer may order any person who has violated, or continues to violate, any provision of this Code, or any order issued hereunder, to appear before the City Engineer and show cause why a proposed enforcement action should not be taken. Notice shall be served on the alleged violator specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the alleged violator show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) calendar days prior to the hearing. Such notice may be served on any authorized representative of the alleged violator. The hearing shall be conducted pursuant to the rights and procedures specified in 24.59.9.1 of this Code. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the alleged violator.

24.59.8.5 Compliance Orders.

When the City Engineer finds that any person has violated, continues to violate, or threatens to violate, any provision of this Code, or any order issued hereunder, the City Engineer may issue an order to the violator directing that the violator come into compliance within a specified time limit, prior to commencement or continuance of operation, or immediately. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the MS4 and waters of the United States. A compliance order may not extend the deadline for compliance established by a state or federal standard or requirement, nor does a compliance order relieve the person of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

24.59.8.6 Remediation, Abatement, and Restoration Orders.

When the City Engineer finds that a person has violated, or continues to violate, any provision of this Code, or any order issued hereunder, and that such violation has adversely affected the MS4, or the waters of the United States, the City Engineer may issue an order to the violator directing him or her to undertake and implement any

appropriate action to remediate and/or abate any adverse effects of the violation upon the MS4, or the waters of the United States, and/or to restore any part of the MS4, or the waters of the United States. Such remedial, abatement, and restoration actions may include, but are not limited to: monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, and/or restoration action; confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination; prevention, minimization, and/or mitigation of any damage to the public health, welfare, or the environment that may result from the violation; and restoration or replacement of City property or natural resources damaged by the violation. The order may direct that the remediation, abatement, and/or restoration be accomplished on a specified compliance schedule and/or be completed within a specified period of time. An order issued under this Subsection does not relieve the violator of liability for any violation, including any continuing violation. Issuance of an order under this Subsection shall not be a bar against, or a prerequisite for, taking any other action against any responsible party.

24.59.8.7 Emergency Cease and Desist Orders.

When the City Engineer finds that any person has violated, continues to violate, or threatens to violate, any provision of this Code, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s), or threatened violation(s), have caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City Engineer may issue an order to the violator directing it to immediately cease and desist all such violations and directing the violator to:

1. Immediately comply with all requirements of this Code; and
2. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

Any person notified of an emergency order directed to it under this Subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the City Engineer may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the United States, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The City Engineer may allow the person to commence or recommence its discharge when it has demonstrated to the satisfaction of the City Engineer that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this Code. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the City Engineer within ten (10) calendar days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking

any other action against the violator.

24.59.8.8 Stop Work Orders.

Whenever the City Engineer finds that any operator of a construction site has violated, threatens to violate, or continues to violate, any provision of this Code, or any order issued hereunder, the City Engineer may issue a Stop Work Order to the operator, and require that a copy of the Stop Work Order be posted at the construction site and distributed to all City departments and divisions whose decisions affect any activity at the site. Unless express written exception is made by the City Engineer, the Stop Work order shall prohibit any further construction activity, or any commencement of construction activity, at the site and shall bar any further inspection or approval by the City associated with a building permit, grading permit, or any other City approval necessary to commence or continue construction or to assume occupancy at the site. Issuance of a Stop Work Order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

24.59.9 RIGHT TO RECONSIDERATION, HEARING, AND APPEAL

24.59.9.1 Reconsideration and Hearing.

1. Any person subject to a Compliance Order under 24.59.8.5, a Remediation, Abatement, or Restoration Order under 24.59.8.6, an Emergency Cease and Desist Order under 24.59.8.7, or a Stop Work Order under 24.59.8.8, of this Code may petition the City Engineer to reconsider the basis for his/her order within fifteen (15) calendar days of the affected person's notice of issuance of such an order.
2. Failure to submit a timely written petition for reconsideration shall be deemed to be a waiver of any further right to administrative reconsideration or review of the order.
3. In its petition, the petitioning party must indicate the provisions of the order objected to, the reasons for the objection(s), any facts that are contested, the evidence that supports the petitioner's view of the facts, any alternative terms of an order that the petitioner would accept, and whether the petitioning party requests a hearing on its petition.
4. The effect of any Compliance Order under 24.59.8.5, Remediation, Abatement, or Restoration Order under 24.59.8.6, and any Stop Work Order under 24.59.8.8 shall be stayed pending the City Engineer's reconsideration of the petition, and any hearing thereon, unless the City Engineer expressly makes a written determination to the contrary. The effectiveness of any Emergency Cease and Desist Order under 24.59.8.7 shall not be stayed pending the City Engineer's reconsideration, or any hearing thereon, unless the City Engineer expressly and in writing stays his/her emergency order.

5. Within thirty (30) calendar days of the submittal of a petition for reconsideration, the City Engineer shall either (1) grant the petition and withdraw or modify the order accordingly; (2) deny the petition, without hearing if no material issue of fact is raised; or (3) if a hearing has been requested and a material issue of fact has been raised, set a hearing on the petition.
6. Written notice of any hearing set by the City Engineer pursuant to 24.59.9.1 item 5 shall be served on the petitioning party personally or by registered or certified mail (return receipt requested) at least ten (10) calendar days prior to the hearing. Such notice may be served on any authorized representative of the petitioning party.
7. The City Engineer may conduct the hearing and take evidence, or may designate any employee of the City or any specially-designated attorney or engineer to:
 - a. Issue in the name of the City notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing;
 - b. Take evidence; and
 - c. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the City Engineer for action thereon.

At any hearing held pursuant to this Subsection, testimony taken shall be under oath and recorded. Any party is entitled to present his/her case or defense by oral or documentary evidence and to conduct such cross-examination as may be required for a full and true disclosure of the facts. A transcript will be made available to any party to the hearing upon payment of the usual charges thereof.

8. After the City Engineer has reviewed the evidence, he/she shall either (1) grant the petition; (2) deny the petition; or (3) grant the petition in part and deny it in part. The City Engineer may modify his/her order as is appropriate based upon the evidence and arguments presented at the hearing and his/her action on the petition. Further orders and directives as are necessary and appropriate may be issued.

24.59.9.2 Appeal.

Any person whose petition for reconsideration by the City Engineer has not been granted in its entirety and who remains adversely affected by the City Engineer's order, or who is subject to an order of the City Engineer issued following a Show Cause Hearing under

24.59.8.4, may challenge the final action of the City Engineer in an appropriate court of competent jurisdiction.

24.59.10 JUDICIAL ENFORCEMENT REMEDIES

24.59.10.1 Civil Remedies.

24.59.10.1.1 Whenever it appears that a person has violated, or continues to violate, any provision of this Code that relates to:

- a. The preservation of public safety, relating to the materials or methods used in construction of any structure or improvement of real property;
- b. The preservation of public health or to the fire safety of a building or other structure or improvement;
- c. The establishment of criteria for land subdivision or construction of buildings, including street design;
- d. Dangerously damaged or deteriorated structures or improvements;
- e. Conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents; or
- f. Point source effluent limitations or the discharge of a pollutant, other than from a non point source, into the MS4,

City may invoke Sections 54.011 - 54.017 of the Texas Local Government Code and petition the State district court or the county court-at-law of Webb County, through the City Attorney, for either the injunctive relief specified in 24.59.10.1.2 or the civil penalties specified in 24.59.10.1.3 below, or both the specified injunctive relief and civil penalties.

24.59.10.1.2 Pursuant to Section 54.016 of the Texas Local Government Code, the City may obtain against the owner or the operator of a facility a temporary or permanent injunction, as appropriate, that:

- a. Prohibits any conduct that violates any provision of this Code that relates to any matter specified in 24.59.10.1.1.a-f above; or
- b. Compels the specific performance of any action that is necessary for compliance with any provision of this Code that relates to any matter specified in 24.59.10.1.1a-f above.

24.59.10.1.3 Pursuant to Section 54.017 of the Texas Local Government Code, the City may recover a civil penalty of not more than \$1,000 per day for each violation of any provision of this Code that relates to any matter specified in 24.59.10.1.1.a-e above, and a civil penalty of not more than \$5,000 per day for each violation of any provision of this Code that relates to any matter specified in 24.59.10.1.1.f above, if the City proves that:

- a. The defendant was actually notified of the provisions of the Code; and
- b. After the defendant received notice of the Code provisions, the defendant committed acts in violation of the Code or failed to take action necessary for compliance with the Code.

24.59.10.2 Criminal Penalties.

1. Any person who has violated any provision of this Code, or any order issued hereunder, shall be strictly liable for such violation, regardless of the presence or absence of a culpable mental state, and shall, upon conviction, be subject to a fine of not more than \$2,000 per violation, per day.
2. Any person who has knowingly made any false statement, representation, or certification in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Code, or any order issued hereunder, or who has falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this Code shall, upon conviction, be subject to a fine of not more than \$2,000 per violation, per day.
3. In determining the amount of any fine imposed hereunder, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the violation, corrective actions by the violator, the compliance history of the violator, the knowledge, intent, negligence, or other state of mind of the violator, and any other factor as justice requires.

24.59.10.3 Civil Suit Under the Texas Water Code.

Whenever it appears that a violation or threat of violation of any provision of Section 26.121 of the Texas Water Code, or any rule, permit, or order of the Texas Natural Resource Conservation Commission, has occurred or is occurring within the jurisdiction of the City of Laredo, inclusive of its extraterritorial jurisdiction, the City may have a suit instituted in a state district court through its City Attorney for the injunctive relief or civil penalties or both authorized in Subsection (a) of Section 26.123 of the Texas Water Code, against the person who committed or is committing or threatening to commit the violation. This power is exercised pursuant to Section 26.124 of the Texas Water Code.

In any suit brought by the City under this section, the Texas Natural Resource Conservation Commission is a necessary and indispensable party.

24.59.10.4 Remedies Nonexclusive.

The remedies provided for in this Code are not exclusive of any other remedies that the City may have under state or federal law or other City ordinances. The City may take any, all, or any combination of these actions against a violator. The City is empowered to take more than one enforcement action against any violator. These actions may be taken concurrently.

24.59.11 SUPPLEMENTAL ENFORCEMENT ACTION

24.59.11.1 Performance and Maintenance Bonds.

The City Engineer may, by written notice, order any owner or operator of a source of storm water discharge associated with construction or industrial activity to file a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the City Engineer to be necessary to achieve consistent compliance with this Code, any order issued hereunder, any required best management practice (BMP), and/or any SWPPP provision, and/or to achieve final stabilization of the site. The City may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other City permit or approval necessary to commence or continue construction or any industrial activity at the site, or to assume occupancy, until such a performance or maintenance bond has been filed.

24.59.11.2 Liability Insurance.

The City Engineer may, by written notice, order any owner or operator of a source of storm water discharge associated with construction or industrial activity to submit proof that it has obtained liability insurance, or other financial assurance, in an amount not to exceed a value determined by the City Engineer, that is sufficient to remediate, restore, and abate any damage to the MS4, the waters of the United States, or any other aspect of the environment that is caused by the discharge.

24.59.11.3 Public Nuisances.

A violation of any provision of this Code, or any order issued hereunder, is hereby declared a public nuisance and shall be corrected or abated as directed by the City Engineer. *Any person(s) creating a public nuisance shall be subject to the provisions of the Nuisance Ordinance of the Code of the City of Laredo, including requirements to reimburse the City for any costs incurred in removing, abating, or remedying said nuisance.*

SECTION 2: Severability:

If any provision of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect.

SECTION 3: Publication and Effective Date:

Upon its passage, this Ordinance shall be published one (1) time in accordance with the provisions set forth in Section 2.09 (D) of the City Charter and shall take effect after the date of publication.

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: _____
RAUL CASSO
CITY ATTORNEY

DATE: 08-06-12

SUBJECT: Final Reading Ordinance No. 2012-O-102
 Amending the City of Laredo FY 2012 Airport Construction Budget to recognize additional revenues from a grant received from the Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-70-12 in the amount of \$8,617,353.00 for realignment of Taxiway F and rehab of G.A. Apron Phase 7 at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget amendment. The City's local match of ten (10%) percent in the amount of \$957,484.00 is available in the Airport Construction Fund.

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

STAFF SOURCE: Jose L. Flores
 Airport Manager

PREVIOUS ACTION: Submittal of Grant Application considered by City Council on July 16, 2012 Resolution No. 2012-R- 054.

BACKGROUND: Congressman the Honorable Henry Cuellar has announced the issuance of a grant by the Federal Aviation Administration in the amount of \$8,617,353.00 for realignment of Taxiway F and rehab of G.A. Apron Phase 7 at the Laredo International Airport.

The realignment of Taxiway F is needed to comply with current design standards and will enhance safety by improving pilot situational awareness at both ends of the runways. The rehabilitation of a portion of the General Aviation Apron will replace failed concrete pavements constructed in 1942-43 and will enhance operational safety and capacity.

- The City's ten (10%) percent local land Match is available as follows:
- \$ 875,130 is being reimbursed to City for engineering expenses incurred by City regarding the proposed ARFF Station and regarding Taxiway F and GA Apron Phase 6 and 7.
 - \$ 82,354 from the Airport Construction Fund.

Congress is currently considering returning to a Five (5%) percent local match for non-hub airports like Laredo. This would be retroactive to FY 2012 grants in which case FAA will reimburse City \$ 478,742.00. Two key committees, one in the House and one in the Senate have recommended the change in the proposed FY 2013 FAA Appropriations legislation.

FINANCIAL:

	Account No.	Amended Budget	Adjustment	Proposed Amended Budget
FAA Grant No. 70				
Revenues:				
FAA Grant# 3-48-0136-70-12	433-0000-322-2083	-	\$8,617,353	\$8,617,353
Transfer In Airport Construction/2010 CO	433-0000-393-0433	-	957,484	957,484
Expenses:				
Improvements other than Bldgs.	433-3602-585-9301		\$ 9,574,837	\$ 9,574,837

RECOMMENDATION: On July 3, 2012 the Airport Advisory Board considered this item and recommends approval.

STAFF: That the City Manager be authorized to amend the City of Laredo FY 2012 Airport Construction Budget.

ORDINANCE NO. 2012-O-102

AMENDING THE CITY OF LAREDO FY 2012 AIRPORT CONSTRUCTION BUDGET TO RECOGNIZE ADDITIONAL REVENUES FROM A GRANT RECEIVED FROM THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM BEING GRANT PROJECT NO. 3-48-0136-70-12 IN THE AMOUNT OF \$8,617,353.00 FOR REALIGNMENT OF TAXIWAY F AND REHAB OF G.A. APRON PHASE 7 AT THE LAREDO INTERNATIONAL AIRPORT AND APPROPRIATING SAID GRANT REVENUE AND LOCAL MATCH TO THE APPROPRIATE EXPENDITURE ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID BUDGET AMENDMENT. THE CITY'S LOCAL MATCH OF TEN (10%) PERCENT IN THE AMOUNT OF \$957,484.00 IS AVAILABLE.

WHEREAS, the Airport Manager recommends that the City Council approve an amendment to Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-70-12 in the amount of \$8,617,353.00 for realignment of Taxiway F and rehab of G.A. Apron Phase 7 at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget amendment. The City's local match of ten (10%) percent in the amount of \$957,484.00 is available 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 amendment is in the best interest of the Airport and recommends that the City Council approve the proposed 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 to Federal Aviation Administration Airport Improvement Program being Grant Project No. 3-48-0136-70-12 in the amount of \$8,617,353.00 for realignment of Taxiway F and rehab of G.A. Apron Phase 7 at the Laredo International Airport and appropriating said grant revenue and local match to the appropriate expenditure accounts and authorizing the City Manager to implement said budget

amendment. The City's local match of ten (10%) percent in the amount of \$957,484.00 is available

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: 08-06-2012	SUBJECT: FINAL READING OF ORDINANCE NO. 2012-0-103 Amending the City of Laredo FY 2011-2012 annual budget for the Solid Waste Services Fund by appropriating expenditures in the amount of \$2,225,800 from available fund balance to complete an expansion permit application and construction plans and construction quality assurance for the next disposal cell for the City of Laredo Municipal Landfill.																																																		
INITIATED BY: Jesus Olivares Assistant City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Stephen Geiss, Manager of Solid Waste Services																																																		
PREVIOUS COUNCIL ACTION: This item was introduced and passed at previous council meeting July 16, 2012.																																																			
BACKGROUND: The City of Laredo Solid Waste Services requires the design of a new landfill cell to continue accepting municipal waste and also desires to increase the useful life of the City's landfill by amending the current permit to allow for expansion into an abandoned gas line easement as fill area, as well as other potential expansion opportunities.																																																			
FINANCIAL IMPACT: <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;"></th> <th style="text-align: center;">Budget Fy 2011-2012</th> <th style="text-align: center;">Amended Budget Fy 2011-2012</th> <th style="text-align: center;">Proposed Amendment</th> </tr> </thead> <tbody> <tr> <td>Opening Balance:</td> <td style="text-align: right;">8,651,048</td> <td style="text-align: right;">8,651,048</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Revenues:</td> <td style="text-align: right;"><u>16,655,639</u></td> <td style="text-align: right;"><u>16,655,639</u></td> <td style="text-align: center;"><u>0</u></td> </tr> <tr> <td> Total Available:</td> <td style="text-align: right;"> 25,306,687</td> <td style="text-align: right;"> 25,306,687</td> <td style="text-align: center;"> 0</td> </tr> <tr> <td> Expenses:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Administration</td> <td style="text-align: right;">417,676</td> <td style="text-align: right;">417,676</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Branch</td> <td style="text-align: right;">445,674</td> <td style="text-align: right;">445,674</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Recycle</td> <td style="text-align: right;">1,949,345</td> <td style="text-align: right;">1,949,345</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Sanitation</td> <td style="text-align: right;">7,869,651</td> <td style="text-align: right;">7,869,651</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Landfill</td> <td style="text-align: right;"><u>7,270,548</u></td> <td style="text-align: right;"><u>9,496,348</u></td> <td style="text-align: center;"><u>2,225,800</u></td> </tr> <tr> <td> Total Expenses</td> <td style="text-align: right;"> 17,952,894</td> <td style="text-align: right;"> 20,178,694</td> <td style="text-align: center;"> 2,225,800</td> </tr> <tr> <td> Ending Balance</td> <td style="text-align: right;"> 7,353,793</td> <td style="text-align: right;"> 5,127,993</td> <td style="text-align: center;"> (2,225,800)</td> </tr> </tbody> </table>					Budget Fy 2011-2012	Amended Budget Fy 2011-2012	Proposed Amendment	Opening Balance:	8,651,048	8,651,048	0	Revenues:	<u>16,655,639</u>	<u>16,655,639</u>	<u>0</u>	 Total Available:	 25,306,687	 25,306,687	 0	 Expenses:				Administration	417,676	417,676	0	Branch	445,674	445,674	0	Recycle	1,949,345	1,949,345	0	Sanitation	7,869,651	7,869,651	0	Landfill	<u>7,270,548</u>	<u>9,496,348</u>	<u>2,225,800</u>	 Total Expenses	 17,952,894	 20,178,694	 2,225,800	 Ending Balance	 7,353,793	 5,127,993	 (2,225,800)
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COMMITTEE RECOMMENDATION: n/a	STAFF RECOMMENDATION: Staff recommends approval of this ordinance.																																																		

Ordinance no 2012-0-103

Amending the City of Laredo FY 2011-2012 annual budget for the Solid Waste Services Fund by appropriating expenditures in the amount of \$2,225,800 from available fund balance to complete an expansion permit application and construction plans and construction quality assurance for the next disposal cell for the City of Laredo Municipal Landfill located at 6912 Hwy 359, Laredo, Texas,

WHEREAS, the City of Laredo FY 2011-2012 Annual Budget needs to be amended following City Council's approval to complete an expansion permit application and construction plans and construction quality assurance for the next disposal cell of the City of Laredo Municipal Landfill.

WHEREAS, this expansion permit application, construction plans and construction quality assurance are essential to the City of Laredo and;

WHEREAS, funding is available within the Solid Waste Services fund balance;

Now, Therefore, be it ordained by the City Council of the City of Laredo that:

Section 1. Amendment

Amending the City of Laredo FY 2011-2012 annual budget for the Solid Waste Services Fund by appropriating expenditures in the amount of \$2,225,800 from available fund balance to complete an expansion permit application and construction plans and construction quality assurance for the next disposal cell of the City of Laredo Municipal Landfill located at 6912 Hwy 359, Laredo, Texas.

	Budget Fy 2011-2012	Amended Budget Fy 2011-2012	Proposed Amendment
Opening Balance:	8,651,048	8,651,048	0
Revenues:	<u>16,655,639</u>	<u>16,655,639</u>	<u>0</u>
Total Available:	25,306,687	25,306,687	0
Expenses:			
Administration	417,676	417,676	0
Branch	445,674	445,674	0
Recycle	1,949,345	1,949,345	0
Sanitation	7,869,651	7,869,651	0
Landfill	<u>7,270,548</u>	<u>9,496,348</u>	<u>2,225,800</u>
Total Expenses	17,952,894	20,178,694	2,225,800
Ending Balance	7,353,793	5,127,993	(2,225,800)

Section 2. 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, invalid, or for any 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 of provisions 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 be published once in accordance with the provisions set for in Section 2.9 (d) of the City Charter. This ordinance shall become effective upon its passage and publication.

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

**RAUL SALINAS
MAYOR**

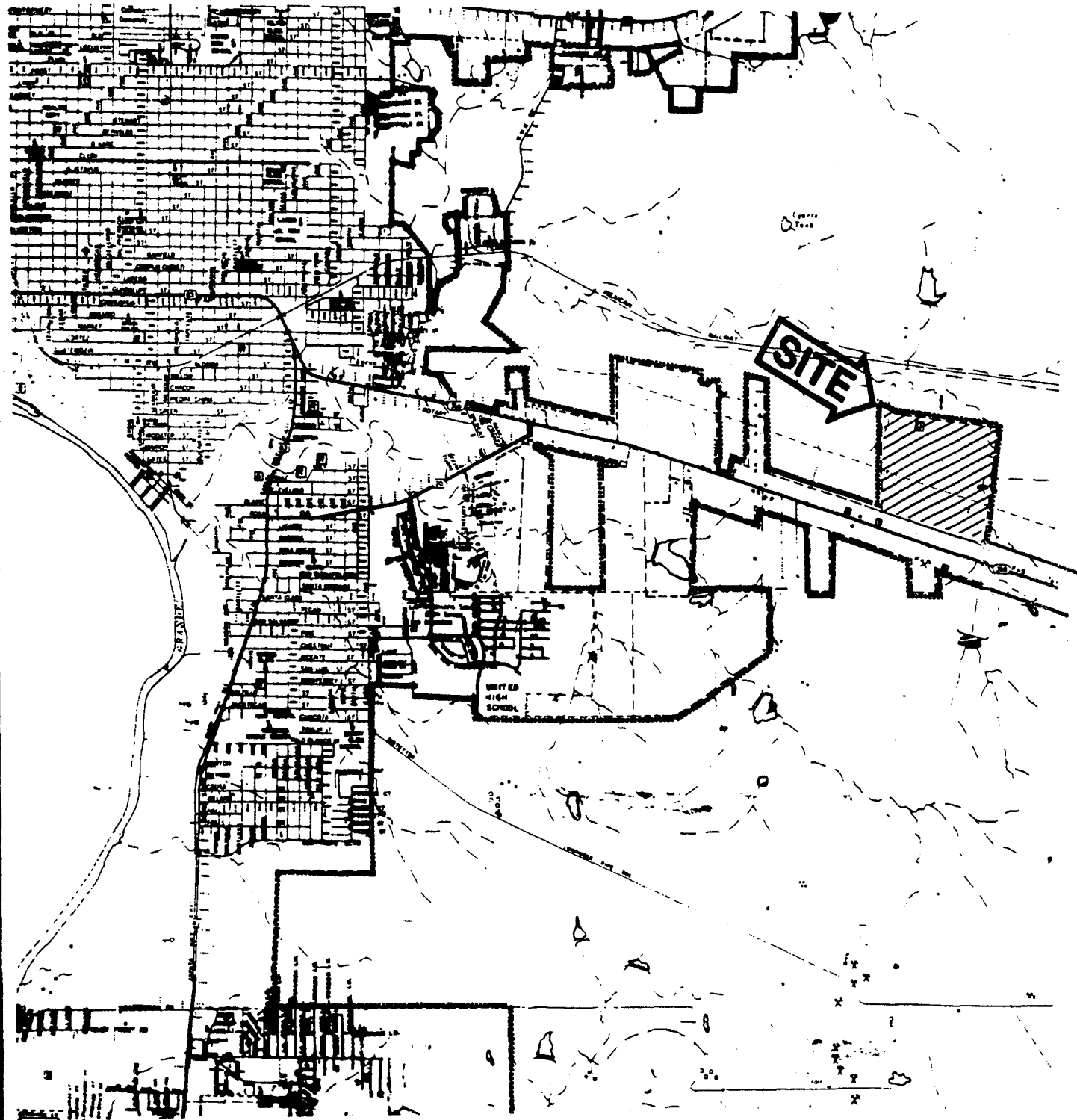
ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**RAUL CASSO
CITY ATTORNEY**

**MELISSA A. VIDAL
ASSISTANT CITY ATTORNEY**



AMENDING THE CITY OF LAREDOFY 2011-2012 ANNUAL BUDGET FOR THE SOLID WASTE SERVICES FUND TO COMPLETE AN EXPANSION PERMIT APPLICATION AND CONSTRUCTION PLANS AND CONSTRUCTION QUALITY FOR THE NEXT DISPOSAL CELL FOR THE CITY OF LAREDO MUNICIPAL LANDFILL

City Council Meeting
August 6, 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT

1110 HOUSTON ST. P.O. BOX 579 PH. 781-7346 FAX (210) 781-7498

AGENDA ITEM

COUNCIL COMMUNICATION

<p>Date: 8/06/12</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2012-O-104 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 1.99 acres, as further described by metes and bounds in attached Exhibit "A", located at 8512 Casa Verde Road, from R-1 (Single-Family Residential District) to R-1A (Single-Family Reduced Area District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District V ZC-30-2012</p>
<p>Initiated by: Mario Gonzalez TEC Engineers and Consultants, Inc.</p>	<p>Staff source: Horacio A. de Leon, Jr., Assistant City Manager Nathan R. Bratton, Planning Director</p>
<p>Prior action: The current item was introduced by Mike Garza at the regular Council meeting of July 16, 2012.</p>	
<p>BACKGROUND</p> <p>Council District: V – The Honorable Johnny Rendon</p> <p>Proposed use: Residential</p> <p>Site: The site is currently vacant.</p> <p>Surrounding land uses: Abutting the property on the south is a neighborhood of single-family residences; abutting on the north is an older single-family residence on a two-acre tract. The D & J Alexander Subdivision is to the north. Land northwest of the site is vacant, as is land further south and to the northeast. To the east are more single-family residences; to the southeast are older single-family residences on larger tracts of land (i.e., <i>ranchitos</i>).</p> <p>Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.</p> <p>Transportation Plan: The Long Range Thoroughfare Plan does not identify Casa Verde Road.</p> <p>Letters sent to surrounding property owners: 38 In Favor: 1 Opposed: 4 200' property owners; 20 opposed by petition</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The change is consistent with the Comprehensive Plan's designation of low density residential.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a <u>5</u> to <u>0</u> vote, recommended <u>approval</u> of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

R-1A (Single Family Reduced Area District): The purpose of the R-1A District is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?

No. The established land use along Casa Verde Road has been residential (single family on larger tracts, i.e., *ranchitos*). Over the past few years, subdivision development along this portion of Casa Verde Road has been single-family residential.

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

No. Although the surrounding zoning is R-1 (Single-Family Residential District), an R-1A zoning would still limit the use to single-family residential.

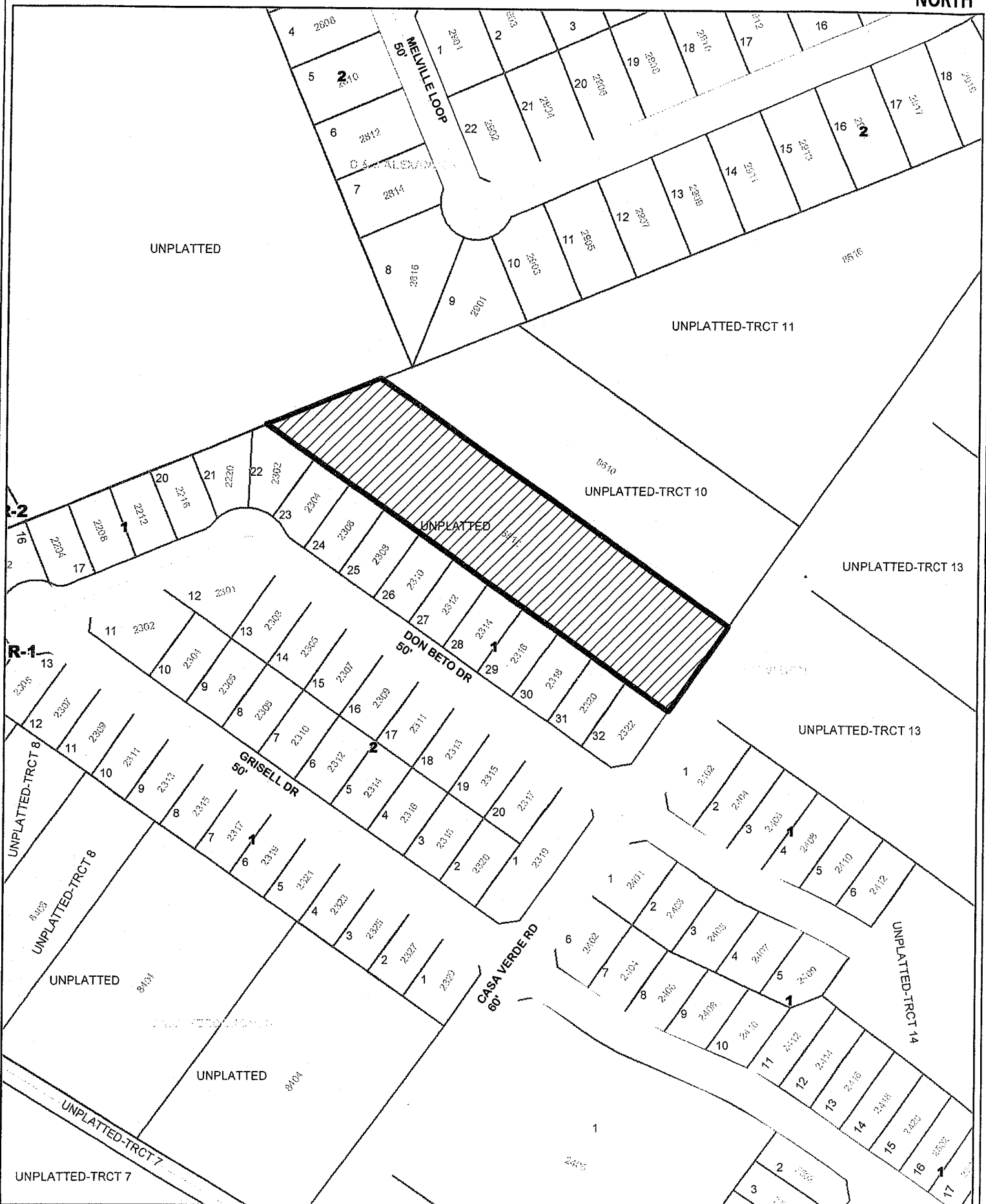
Will change adversely influence living conditions in the neighborhood?

No. Although there will most likely be an increase in traffic, its effects should not be significant.

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

No, current zoning allows for single-family site-built residences. However, an R-1A (Single Family Reduced Area District) zoning is required for the smaller lot size (4500 square feet instead of 6000 square feet).

Rezone from R-1 (Single Family Residential) to R-1A (Single Family Reduced District)



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

1 inch = 167 feet

ORDINANCE NO. 2012-O-104

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 1.99 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 8512 CASA VERDE ROAD, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of 1.99 acres, as further described by metes and bounds in attached Exhibit "A", located at 8512 Casa Verde Road, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 21, 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 July 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; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 1.99 acres, as further described by metes and bounds in attached Exhibit "A", located at 8512 Casa Verde Road from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area 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

LEGAL DESCRIPTION

1.999 acre Tract

**Out of D. Sanchez Survey 2150 and J.W. Cody Survey 2181
City of Laredo, Webb County, Texas**

A 1.999 acre tract of land, situated in Lot 10, Casa Verde Subdivision a unrecorded plat, partly out of Survey 2150, Abstract 660, D. Sanchez Original Grantee, and partly out of Survey 2181, Abstract 648, J.W. Cody, Original Grantee, and being the southwest one half of a 4.00 acre tract, described in warranty deed dated January 2, 1974, from Daniel M. Sanchez Jr., et. al. to Lauro Benavides and wife Maria Enriqueta Benavides, recorded in volume 448, page 183, of the Webb County Texas Deed Records. Said 1.999 acre tract is being more particularly described by Metes and Bounds as follows;

Beginning at a found 2 inch iron pipe at the most northerly corner of Nu-Vision Subdivision, as per plat recorded in volume 25, page 148, of the Webb County Texas Plat Records, said point is on the southerly line of Alexander Residential Development L.P. recorded in volume 857, page 66-68, of the Webb County Texas, Deed Records, for the most westerly corner of this tract hereof;

Thence; N 67° 53' 40" E, along existing barb- wire fence and the northerly line of this tract and the southerly line of Alexander Residential Development L.P., aforementioned, a distance of 166.15 feet to a set ½ inch iron rod for the most westerly corner of Jose R. Murillo Tract, recorded in volume 1160, pages 442 of the Webb County Texas, Deed Records, same point being the most northerly corner hereof;

Thence; S 54° 41' 25" E, along the southerly line of Jose R. Murillo Tract, aforementioned, and the easterly line of this tract a distance of 577.30 feet, to a found fence corner post on the northerly Right-of-way line of Casa Verde Rd. a 60 feet Right-of-way for the most easterly corner hereof;

Thence; S 35° 18' 35" W, along the northerly Right-of-way line of Casa Verde Road and along an existing barb-wire fence a distance of 140.00 feet, to a found fence concrete column, same point being the most easterly corner of Nu-Vision subdivision, aforementioned, for the most southerly corner hereof;

Thence; N 54° 41' 25" W, along the southerly line of this tract and along the northerly line of Nu-Vision subdivision and along the existing wood fence a distance of 666.78 feet, to the POINT OF BEGINNING of a tract of land containing 1.999 acres more or less.

Surveyor Certificate:

I Manuel E. Escamilla, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing Property Description and attached Plat of Survey are based on a field survey of the subject property conducted under my supervision. Bearings shown hereon are referenced to grid Texas South Zone 4205, NAD 83.



Manuel E. Escamilla, R.P.L.S., No 5986
9652 McPherson Rd., Ste. # 700, LRD.Tx. zc 78041
TBLS FIRM # 100410-10



EXHIBIT "A"
(1 of 2)



ALEXANDER RESIDENTIAL DEVELOPMENT L.P. (VOL. 85, PG. 66-68)
 N 67°53'40" E ~ 166.15'
 N 68°49'00" E ~ 166.45'

PORCION 26

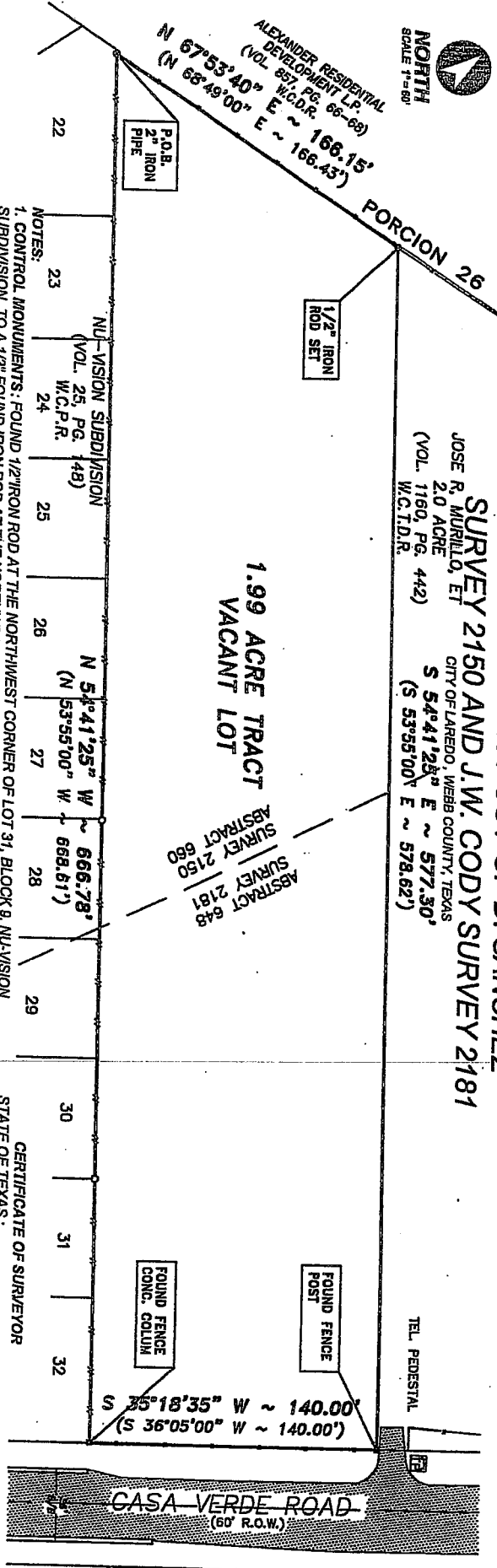
JOSE R. MURIELLO, ET AL
 2.0 ACRE
 (VOL. 1160, PG. 442)
 W.C.T.D.R.

CITY OF LAREDO, WEBB COUNTY, TEXAS
 S 54°41'28" E ~ 577.30'
 (S 53°55'00" E ~ 578.62')

PLAT OF SURVEY
 BEING
1.99 ACRE TRACT OUT OF D. SANCHEZ SURVEY 2150 AND J.W. CODY SURVEY 2181

1.99 ACRE TRACT VACANT LOT

ABSTRACT 648 SURVEY 2181
 ABSTRACT 660 SURVEY 2150



LEGEND

- 1/2" IRON PIN SET
- CONCRETE ENTRANCE
- AIR CONDITIONING UNIT
- WOODEN FENCE
- BARBED-WIRE FENCE
- 2" IRON PIPE
- FOUND FENCE POST
- 1/2" IRON ROD FOUND

- NOTES:**
- CONTROL MONUMENTS: FOUND 1/2" IRON ROD AT THE NORTHWEST CORNER OF LOT 31, BLOCK 9, NU-VISION SUBDIVISION, TO A 1/2" FOUND IRON ROD AT THE NORTHWEST CORNER OF LOT 29, BLOCK 9, NU-VISION SUBDIVISION, (REC. IN VOL. 25, PG. 148, W.C.P.R.)
 - BASIS OF BEARINGS: N 64°41'25" W ~ 172.08'
 (N 63°56'00" W ~ 172.60')
 - LEGAL DESCRIPTION: SITUATED IN WEBB COUNTY, TEXAS, AND BEING 2.00 ACRE TRACT OF LAND, SITUATED IN LOT 10, CASA VERDE SUBDIVISION A UNRECORDED PLAT, PARTLY OUT OF SURVEY 2150, ABSTRACT 680, D. SANCHEZ ORIGINAL GRANTEE, AND PARTLY OUT OF SURVEY 2181, ABSTRACT 648, J.W. CODY ORIGINAL GRANTEE, AND BEING THE SOUTHWEST ONE HALF OF A 4.00 ACRE TRACT, DESCRIBED IN WARRANTY DEED DATED JANUARY 2, 1974, FROM DANIEL M. SANCHEZ JR., ET AL TO LAURO BENAVIDES AND WIFE MARIA ENRIQUETA BENAVIDES, RECORDED IN VOLUME 448, PAGE 183 OF THE WEBB COUNTY TEXAS DEED RECORDS.
 - FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY APPEARS TO BE IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 48479C-1206-C, BEARING AN EFFECTIVE DATE OF APRIL 2, 2008 AND APPARENTLY IS NOT IN A SPECIAL FLOOD HAZARD AREA.
 - RECORD CALLS SHOWN IN PARENTHESIS. TIES ARE REFERENCED TO RECORD BOUNDARY. THIS SURVEY WAS ROTATED TO SPQ, TEXAS SOUTH ZONE 4205, MAD-43.
 - SURVEYED 01/27/2012.
 - THIS SURVEY WAS DONE WITH A CURRENT TITLE REPORT NUMBER: 4287-12

CERTIFICATE OF SURVEYOR
 STATE OF TEXAS:
 WEBB COUNTY:

I, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM A FIELD SURVEY OF THE SUBJECT PROPERTY CONDUCTED ON THE GROUND UNDER MY SUPERVISION.

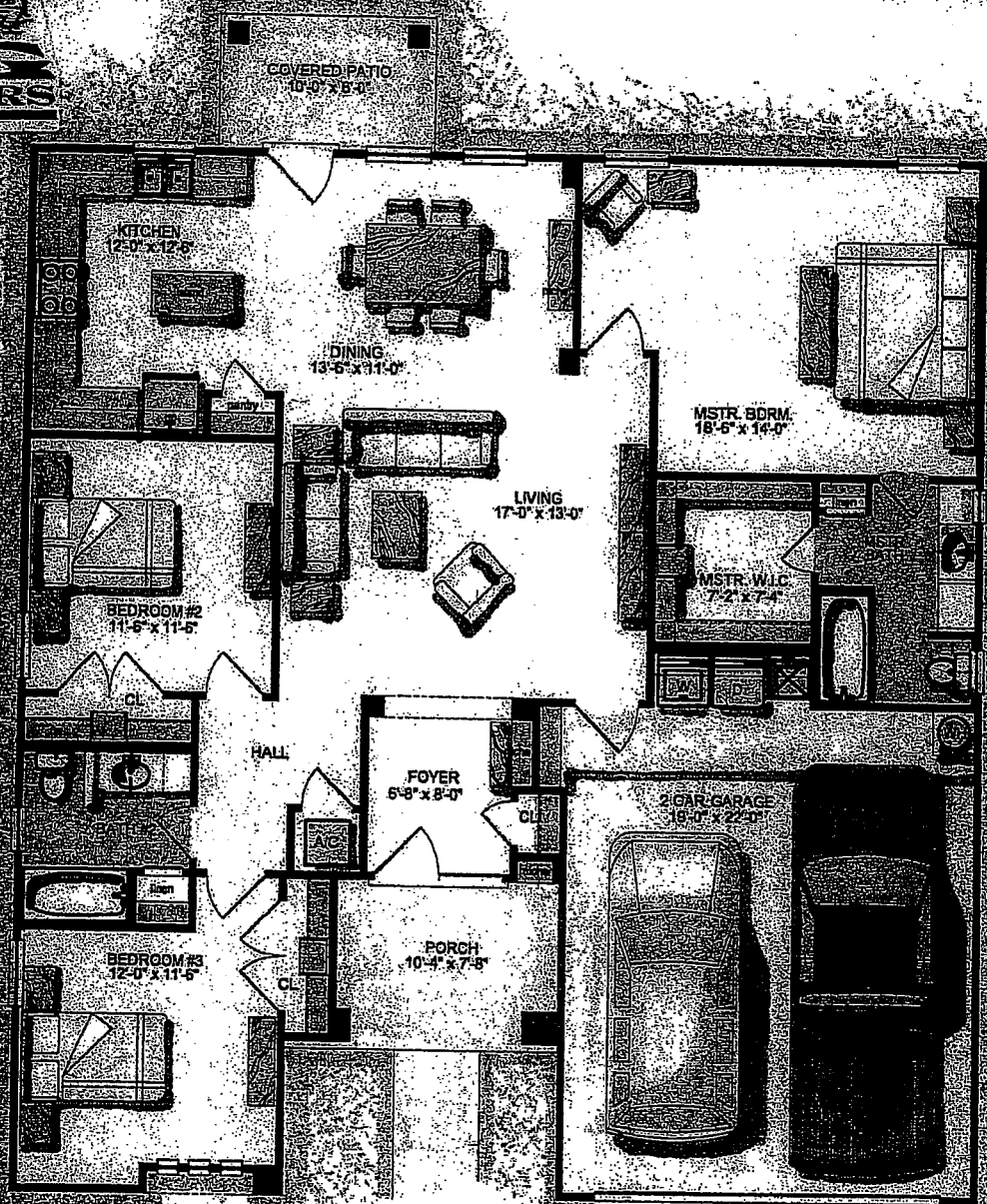
MANUEL E. ESCAMILLA, R. P. L. S. No. 6986
 9662 McPHERSON RD, STE # 700, LRD, T. Z.C. 78041
 TEPUS FIRM #100410-01

DATE 02-03-12



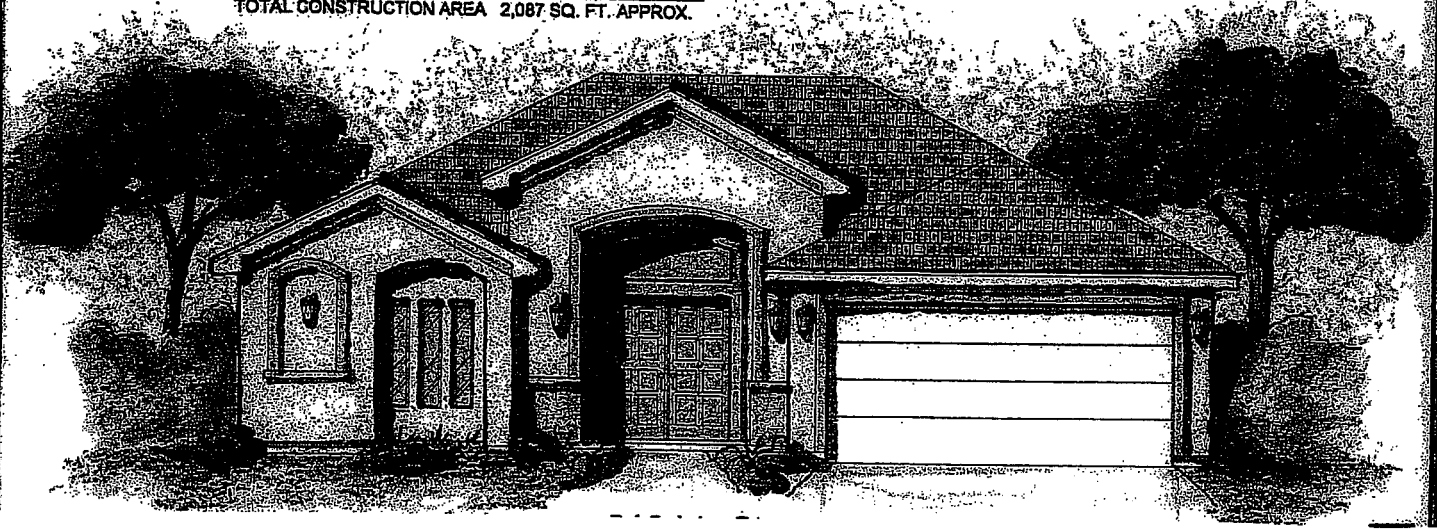
TEC ENGINEERS & CONSULTANTS INC.
 TEXAS REGISTERED PROFESSIONAL ENGINEERS FROM F-008146
 601 GUADALUPE ST. LAREDO, TX. 78040
 PH. (959) 781-1220 FAX (959) 783-7887

THIS SURVEY IS VALID ONLY WITH THE ORIGINAL SIGNATURE IN BLUE INK

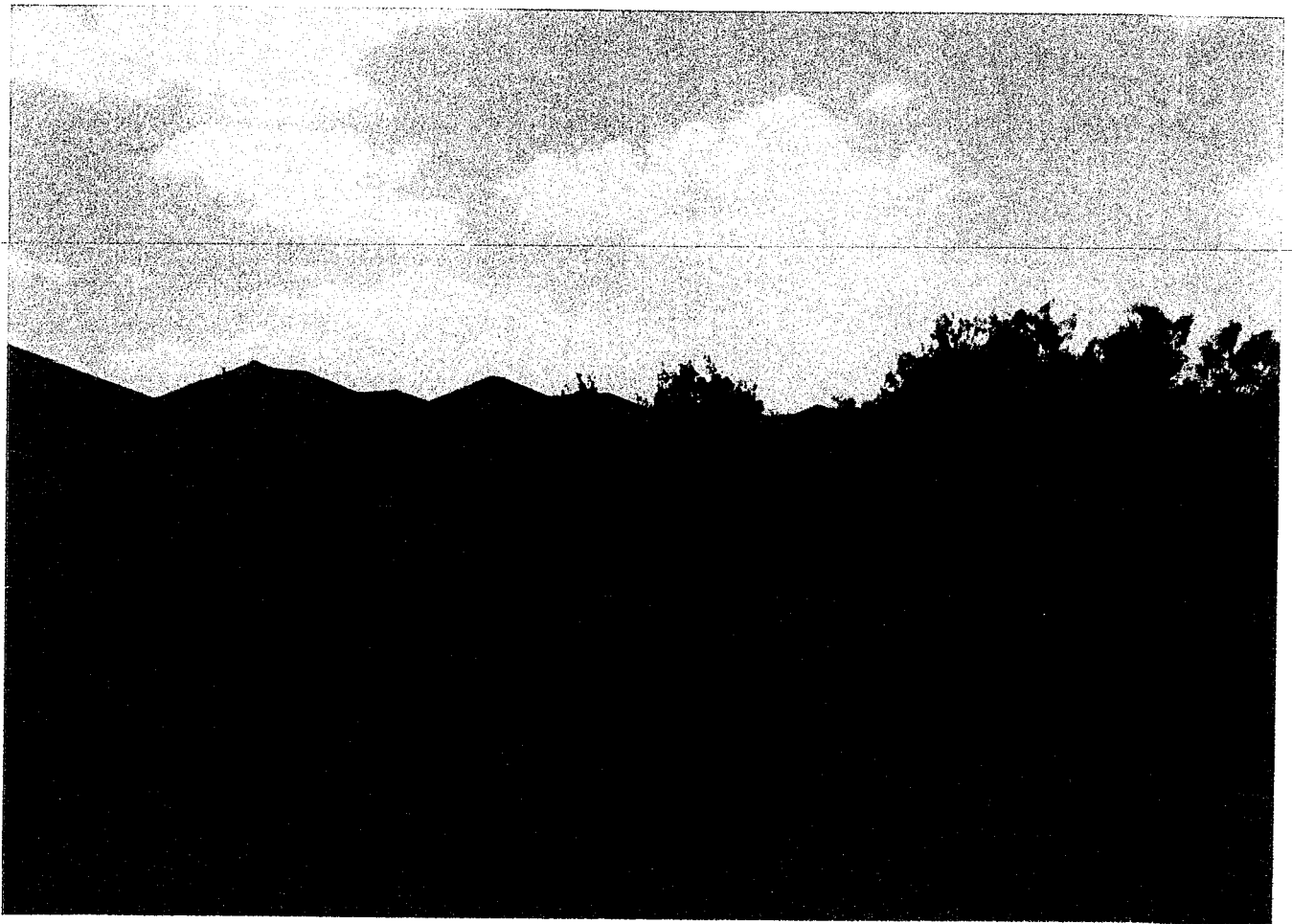


TOTAL LIVING AREA 1,492 SQ. FT. APPROX.
 GARAGE 459 SQ. FT.
 PORCH 76 SQ. FT.
 COV. PATIO 60 SQ. FT.
TOTAL CONSTRUCTION AREA 2,087 SQ. FT. APPROX.

FLOOR PLAN



EXHIBT "B"





COUNCIL COMMUNICATION

<p>Date: 8/06/12</p>	<p>SUBJECT: FINAL READING OF ORDINANCE NO. 2012-O-105 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Tripoli Enterprises Subdivision, located at 12004 FM 1472 (Mines Road), from B-1 (Limited Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District VII</p> <p align="right">ZC-28-2012</p>
<p>Initiated by: Tripoli Enterprises, LC Guillermo Abboud</p>	<p>Staff source: Horacio A. de Leon, Jr., Assistant City Manager Nathan R. Bratton, Planning Director</p>
<p>Prior action: The current item was introduced by Jorge Vera at the regular Council meeting of July 16, 2012.</p>	
<p>BACKGROUND</p> <p>Council District: VII – The Honorable Jorge Vera</p> <p>Proposed use: Tractor trailer truck parking and repair</p> <p>Site: The site is mostly empty with a mobile office building at the east end of the lot.</p> <p>Surrounding land uses: South of the property is Western Freightliner, ABF Freight Systems, and a vacant lots. North of the site are Speedco Truck Lube & Tires, Truck o mat Iowa 80 Truckwash, CAT Scales, Pellegrino Industrial Park (GESKO Brokers, Dale Forwarding Co., Gonzalez Longoria International, STI - Super Transport International), single family residences (Wolf Creek Subdivision), and Cowboy Tire Shop; to the west is the Laredo Distribution Center. On the east side of Mines Road is El Portal Industrial Park, vacant lots, and a Speedy Stop Gas/Convenience Store.</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 FM 1472 (Mines Road) as an Expressway.</p> <p>Letters sent to surrounding property owners: 5 In Favor: 0 Opposed: 0</p>	
<p>STAFF COMMENTS</p> <p>The proposed zone change is appropriate at this location. The surrounding uses are predominantly freight forwarding, warehousing, and other light industrial uses, including trucking. Although the Future Land Use Map indicates Light Commercial at this location, the reality is that those businesses in the area which are not light industrial are heavy commercial, i.e. the truck tire sales and the scales/truck wash. Although a B-4 (Highway Commercial District) zone would allow for tractor trailer/heavy equipment parking and repair, the applicant would like to include an above ground storage tank for diesel. The M-1 zoning is required in order for the applicant to apply for a Special Use Permit for the storage of flammable and explosive products.</p>	
<p>P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a <u>5</u> to <u>0</u> vote, recommended <u>approval</u> of the zone change.</p>	<p>STAFF RECOMMENDATION: Staff <u>supports</u> the proposed zone change.</p>

COUNCIL COMMUNICATION

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?

No. This area along FM 1472 (Mines Road) is almost entirely industrial in nature, with the predominant uses being related to warehousing, freight forwarding, and trucking.

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

No. The tract abutting the property on the south is zoned M-1, as is most of the area surrounding the property.

Will change adversely influence living conditions in the neighborhood?

No. The nearest residential neighborhood is almost 1000 feet to the northwest abutting the M-1 zone and the uses between that neighborhood and this tract are light industrial or heavy commercial. The proposed use is congruent with the surrounding uses, and is unlikely to have any negative impact on the area.

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

Yes. The existing B-1 zoning does not allow for tractor trailer truck/heavy equipment repair and parking. In addition, B-1 zoning does not allow for the applicant to apply for an SUP for an above ground fuel tank.

Rezone from B-1 (Limited Commercial District)
to M-1 (Light Manufacturing District)



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

ORDINANCE NO. 2012-O-105

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, TRIPOLI ENTERPRISES, LOCATED AT 12004 FM 1472 (MINES ROAD), FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, Tripoli Enterprises, located at 12004 FM 1472 (Mines Road), from B-1 (Limited Commercial District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 21, 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 July 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; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 1, Block 1, Tripoli Enterprises, located at 12004 FM 1472 (Mines Road), from B-1 (Limited Commercial District) to M-1 (Light Manufacturing District).

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

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

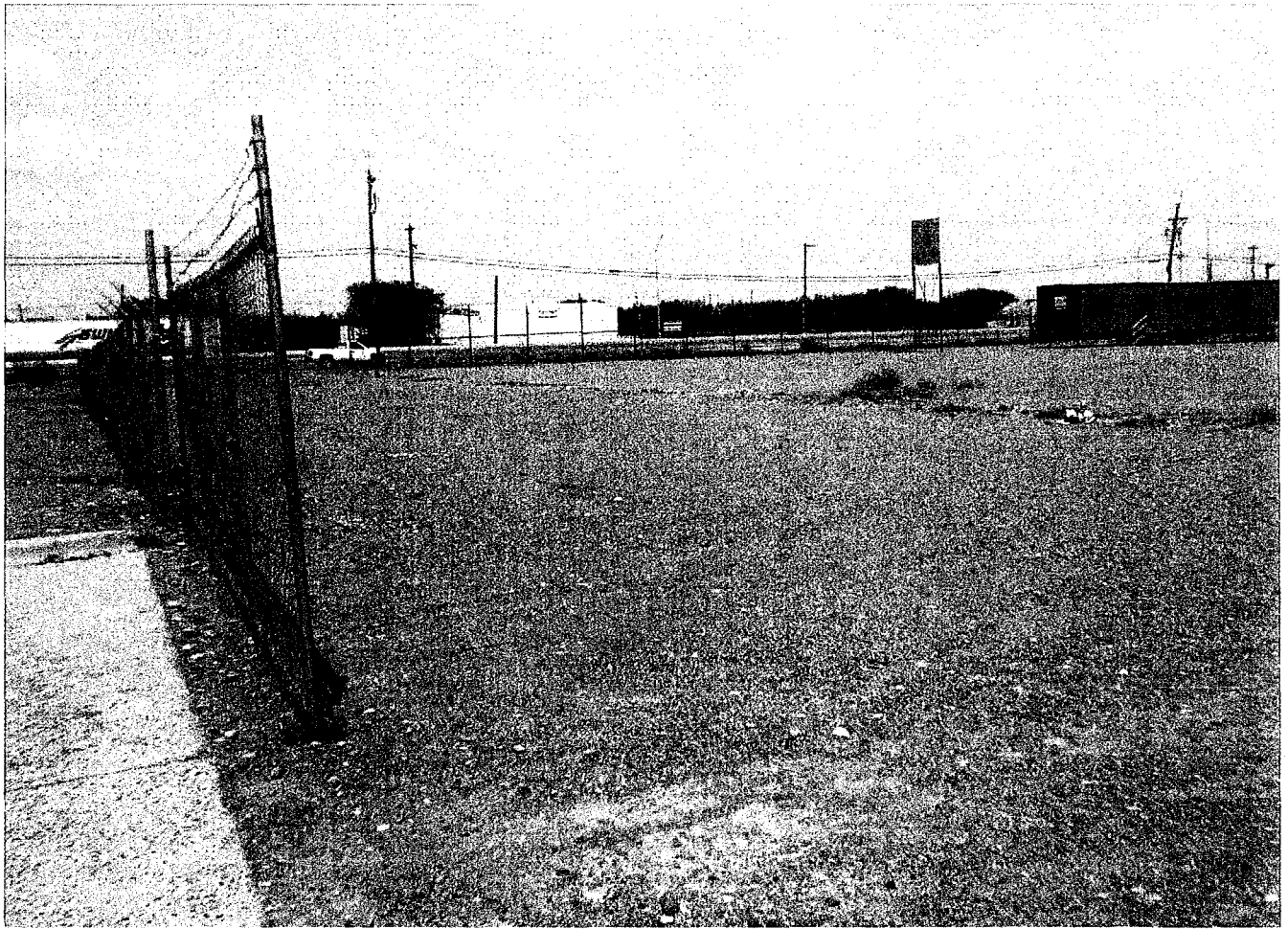
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2012.

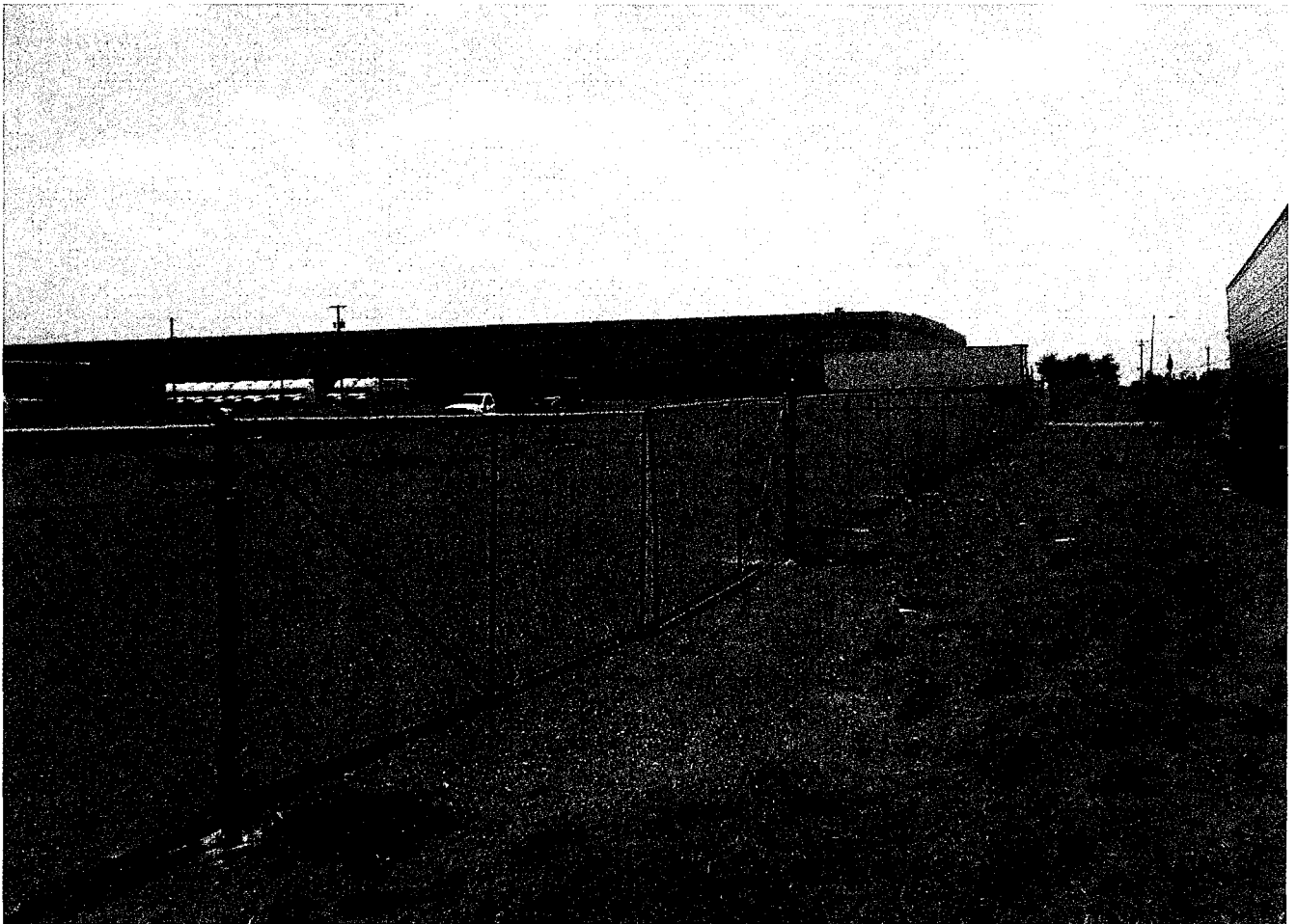
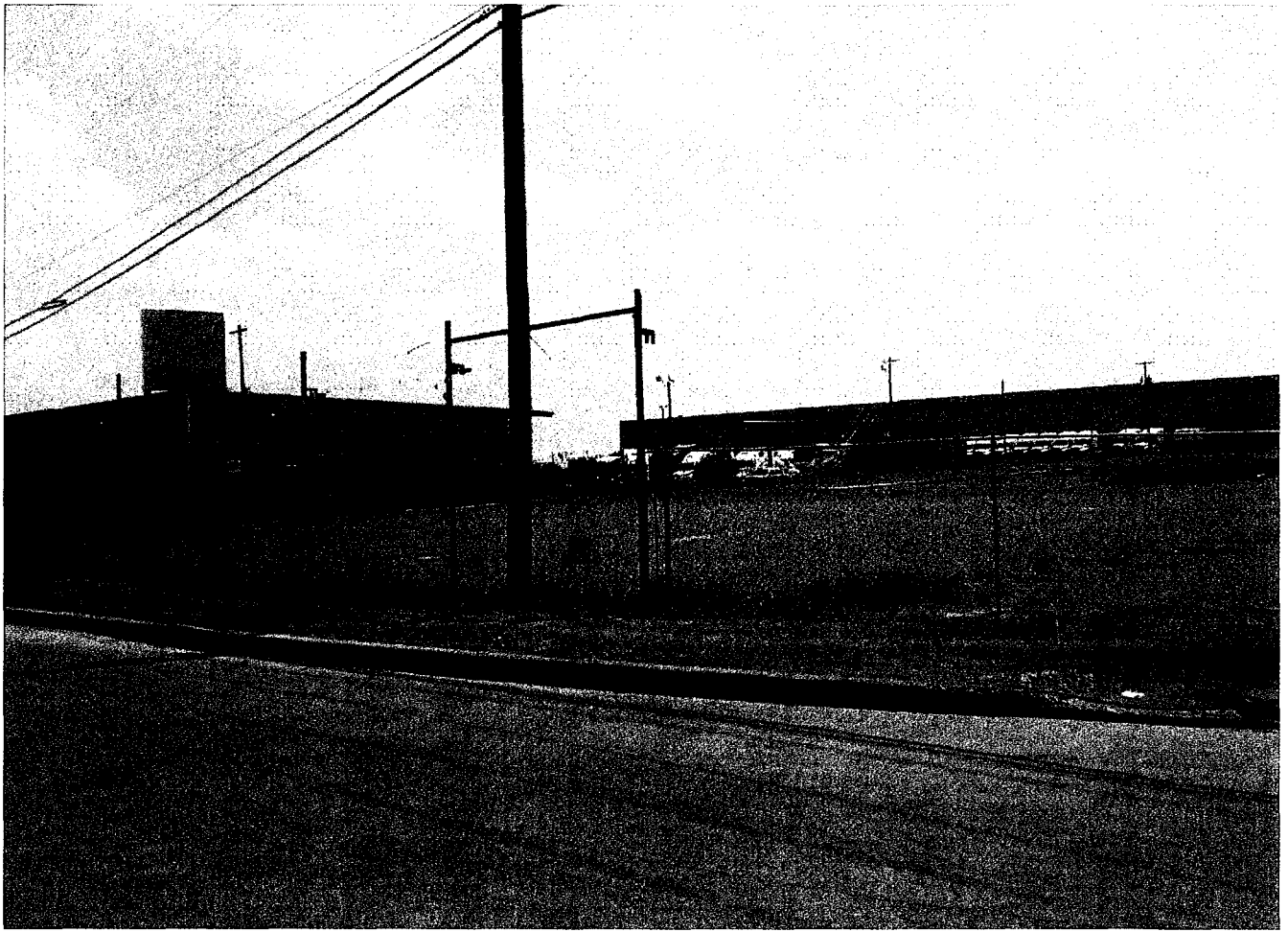
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY





COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: FINAL READING OF ORDINANCE 2012-O-106 Authorizing the City Manager to exchange fee simple title with Mr. Rolando Garcia for the Northeast 1/4 of Lot 8, Block 1174 Eastern Division, vacant property adjacent to municipal parkland in South Laredo in exchange for the Southwest 1/4 of Lot 8, Block 1174, Eastern Division owned by the City of Laredo. Said tracts are further described by metes and bounds and boundary survey in attached Exhibit "A". Both parties have agreed to the mutual exchange of parcels to allow for the continued development of the South Laredo Municipal Library. Each party has agreed to cover their respective closing costs as applicable, with no monetary compensation to either party for the property exchange.	
INITIATED BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Ronnie Acosta, CD Director Raul Casso, City Attorney
PREVIOUS COUNCIL ACTION: On 07/16/2012 City Council passed the first reading of the ordinance approving the exchange of properties.		
BACKGROUND: Staff was asked to acquire a portion of Lot 8 block 1174 , ED. The lot is partially owned by the city and the Garcia family as indicated through extensive title work done to resolve the ownership concern. Our legal staff concluded after reviewing all the file documents that the City could proceed with the exchange of properties for the mutual benefit of both parties. The exchange negotiated provides for the City to acquire the NE ¼ of Lot 8 as needed for construction of the municipal library in exchange for the SW ¼ of Lot 8 for use by Rolando Garcia. This parcel exchange conforms to Texas Local Government Code Section 272.001 subsection B1. A fair market appraisal conducted by Santos and Associates concluded the value of the quadrants was \$3,000.00. Both parties have agreed that the exchange will be parcel to parcel with no monetary compensation and each party to cover their portion of closing costs as applicable.		
FINANCIAL IMPACT: Funding available in the following project account: 402-4323-535-4018		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends approval.	

ORDINANCE 2012-O-106

Authorizing the City Manager to exchange fee simple title with Mr. Rolando Garcia for the Northeast 1/4 of Lot 8, Block 1174 Eastern Division, vacant property adjacent to municipal parkland in South Laredo in exchange for the Southwest 1/4 of Lot 8, Block 1174, Eastern Division owned by the City of Laredo. Said tracts are further described by metes and bounds and boundary survey in attached Exhibit "A". Both parties have agreed to the mutual exchange of parcels to allow for the continued development of the South Laredo Municipal Library. Each party has agreed to cover their respective closing costs as applicable, with no monetary compensation to either party for the property exchange.

WHEREAS the City of Laredo is constructing a Municipal Library in South Laredo and requires the use of a said portion of Lot 8, Block 1174, Eastern Division to complete the project; and

WHEREAS the City Council finds that the proposed exchange with Mr. Rolando Garcia of same value parcels is of mutual benefit to both parties; and

WHEREAS Mr. Rolando Garcia, the title owner of the NE ¼ of Lot 8, Block 1174, E.D. is in agreement of the proposed exchange for the City's SW ¼ of Lot 8, Block 1174, E.D.; and

WHEREAS the City Council is in agreement with the terms of the exchange of same value parcels for the mutual benefit of both parties as it conforms to Texas Local Government Code Section 272.001, B1 and allows for the subsequent completion of the Library construction following the exchange.

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

1. The City Manager is authorized to exchange fee simple title with Mr. Rolando Garcia for the Northeast ¼ of Lot 8, Block 1174, Eastern Division for the South west ¼ of Lot 8, Block 1174 Eastern Division, same value parcels as described in the attached survey Exhibit "A".
2. Both parties have agreed to the mutual exchange and each party agrees to cover their respective closing costs with no monetary compensation to either party for the property exchange.

**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 VIDAL
ASST. CITY ATTORNEY

References Monuments:

IP at southwest corner of Block No. 1174 E.D.
 IP at southeast corner of Block No. 1305 E.D.

Basis for Bearings

The bearings for this survey were based by taking the west boundary line of Block No. 1174, E.D. as true North.

BLK. 1174 E.D.

LEGEND

- IRON PIN END
- SET IRON PIN
- SET NAIL END
- WATER VALVE
- TRAFFIC SIGN
- TREE
- WATER METER
- SPRINKLER HEAD
- POWER POLE
- D.R.W.C.T. DEED RECORDS WEBB COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WEBB COUNTY, TEXAS
- R.P.R.W.C.T. REAL PROPERTY RECORDS WEBB COUNTY, TEXAS

6' AEP/CPL EASEMENT
 Volume 1056, Pages 485-487,
 O.P.R.W.C.T.

P.O.B. (NW)

P.O.B. (SW)

LOT 8

P.O.B. (NE)

P.O.B. (SE)

COMM. POINT

Former Valley Bell Court

Owner of all of Block No. 1174, Eastern Division, save and except the East 1/2 of lot No. 8:
 City of Laredo, as per Warranty Deed Recorded in Volume 244, Pages 837-839, D.R.W.C.T.

PALO BLANCO ST.
 64.00' R.O.W.

URBAHN AVE.

NEW R.O.W. AS PER A-3 SCHOOL PROJECT, LISO. SITE PLAN, DATED AUGUST 1981, BY CHUMLEY JONES & KELL, INC.

OLD R.O.W. AS PER PLAT BOOK

SCALE: 1" = 40'

I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from an actual survey on the ground and from record information made under my supervision this 19th day of March, 2009.
 Witness my hand and seal this 9th day of April, 2009.

Rogelio Rivera

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

CITY OF LAREDO
ENGINEERING DEPARTMENT
 1110 HOUSTON ST. LAREDO, TX. 78040

SURVEY

of
 The Northeast 2,098.82 sq.ft., the Northwest 2,098.82 sq.ft., the Southeast 2,430.40 sq.ft. and the Southwest 2,430.40 sq.ft. of Lot No. 8, Block No. 1174,
 Eastern Division,
 City of Laredo,
 Webb County, Texas.

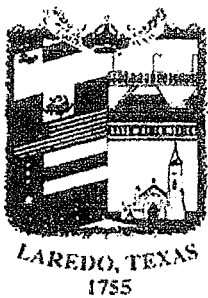
BY :	C. Chapa	DATE :	06-22-10
DRAWN :	C. Chapa	CHECKED :	R. Rivera, P.E.
			06-22-10

EXHIBIT

A

Garica

city



CITY OF LAREDO
ENGINEERING DEPARTMENT

THE NORTHWEST 2,098.82 SQ.FT. OF LOT 8,
BLOCK 1174, EASTERN DIVISION

A Tract of Land containing 2,098.82 sq.ft., being the northwest part of Lot No. 8, Block No. 1174, Eastern Division, City of Laredo, Webb County, Texas; said 2,098.82 sq.ft. Tract of Land being more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin on the southwest corner of said Lot No. 8, also the southwest corner of said Block No. 1174,

THENCE, NORTH, along the west boundary line of said Lot No. 8, also the west boundary line of said Block No. 1174, a distance of 70.00 feet to a set iron pin for the POINT-OF-BEGINNING hereof;

THENCE, EAST, a distance of 34.72 feet to a set nail 60D, for an exterior corner and point of deflection to the left;


THENCE, NORTH, a distance of 60.45 feet to a set nail 60D, for an exterior corner and point of deflection to the left;

THENCE, WEST, along the north boundary line of said Lot No. 8, a distance of 34.72 feet to a set iron pin, for an exterior corner and point of deflection to the left;

THENCE, SOUTH, along the west boundary line of said Lot No. 8, also the west boundary line of said Block No. 1174, a distance of 60.45 feet to the POINT-OF-BEGINNING of this tract of land, containing 2,098.82 sq.ft., in the Eastern Division, City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on June 22nd, 2010.

WITNESS MY HAND AND SEAL THIS 22nd DAY OF JUNE, 2010.



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





CITY OF LAREDO
ENGINEERING DEPARTMENT

THE NORTHEAST 2,098.82 SQ.FT. OF LOT 8,
BLOCK 1174, EASTERN DIVISION

A Tract of Land containing 2,098.82 sq.ft., being the northeast part of Lot No. 8, Block No. 1174, Eastern Division, City of Laredo, Webb County, Texas; said 2,098.82 sq.ft. Tract of Land being more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin on the southwest corner of said Lot No. 8, also the southwest corner of said Block No. 1174,

THENCE, EAST, along the south boundary line of said Lot No. 8, also the south boundary line of said Block No. 1174, a distance of 69.44 feet to a set iron pin, for an exterior corner and point of deflection to the left;

THENCE, NORTH, along the east boundary line of said Lot No. 8, a distance of 70.00 feet to a set iron pin, for the POINT-OF-BEGINNING hereof;

THENCE, WEST, a distance of 34.72 feet to a set nail 60D, for an exterior corner and point of deflection to the right;

THENCE, NORTH, a distance of 60.45 feet to a set nail 60D, for an exterior corner and point of deflection to the right;

THENCE, EAST, along the north boundary line of said Lot No. 8, a distance of 34.72 feet to a set iron pin, for an exterior corner and point of deflection to the right;

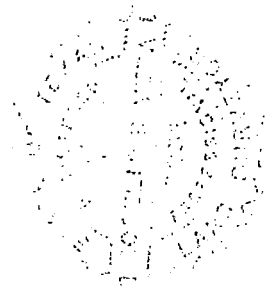
THENCE, SOUTH, along the east boundary line of said Lot No. 8, a distance of 60.45 feet to the POINT-OF-BEGINNING of this tract of land, containing 2,098.82 sq.ft., in the Eastern Division, City of Laredo, Webb County, Texas.

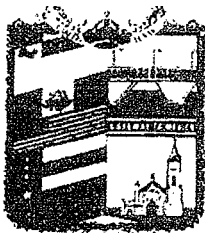
I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on June 22nd, 2010.

WITNESS MY HAND AND SEAL THIS 22nd DAY OF JUNE, 2010.



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





LAREDO, TEXAS
1755

CITY OF LAREDO
ENGINEERING DEPARTMENT

THE SOUTHEAST 2,430.40 SQ.FT. OF LOT 8,
BLOCK 1174, EASTERN DIVISION

A Tract of Land containing 2,430.40 sq.ft., being the southeast part of Lot No. 8, Block No. 1174, Eastern Division, City of Laredo, Webb County, Texas; said 2,430.40 sq.ft. Tract of Land being more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin on the southwest corner of said Lot No. 8, also the southwest corner of said Block No. 1174,

THENCE, EAST, along the south boundary line of said Lot No. 8, also the south boundary line of said Block No. 1174, a distance of 69.44 feet to a set iron pin for the POINT-OF-BEGINNING hereof;

THENCE, NORTH, along the east boundary line of said Lot No. 8, a distance of 70.00 feet to a set iron pin, for an exterior corner and point of deflection to the left;

THENCE, WEST, a distance of 34.72 feet to a set nail 60D, for an exterior corner and point of deflection to the left;

THENCE, SOUTH, a distance of 70.00 feet to a set nail 60D, for an exterior corner and point of deflection to the left;

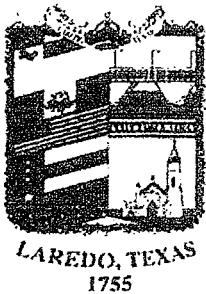
THENCE, EAST, along the south boundary line of said Lot No. 8, also the south boundary line of said Block No. 1174, a distance of 34.72 feet to the POINT-OF-BEGINNING of this tract of land, containing 2,430.40 sq.ft., in the Eastern Division, City of Laredo, Webb County, Texas.

I, ROGELIO RIVERA, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on June 22nd, 2010.

WITNESS MY HAND AND SEAL THIS 22nd DAY OF JUNE, 2010.

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





CITY OF LAREDO
ENGINEERING DEPARTMENT

THE SOUTHWEST 2,430.40 SQ.FT. OF LOT 8,
BLOCK 1174, EASTERN DIVISION

A Tract of Land containing 2,430.40 sq.ft., being the southwest part of Lot No. 8, Block No. 1174, Eastern Division, City of Laredo, Webb County, Texas; said 2,430.40 sq.ft. Tract of Land being more particularly described by metes and bounds as follows:

COMMENCING at a found iron pin on the southwest corner of said Lot No. 8, also the southwest corner of said Block No. 1174, for the **POINT-OF-BEGINNING** hereof;

THENCE, NORTH, along the west boundary line of said Lot No. 8, also the west boundary line of said Block No. 1174, a distance of 70.00 feet to a set iron pin, for an exterior corner and point of deflection to the right;


THENCE, EAST, along the north boundary line of said Lot No. 8, a distance of 34.72 feet to a set nail 60D, for an exterior corner and point of deflection to the right;

THENCE, SOUTH, a distance of 70.00 feet to a set nail 60D, for an exterior corner and point of deflection to the right;

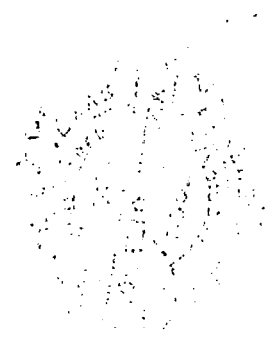
THENCE, WEST, along the south boundary line of said Lot No. 8, also the south boundary line of said Block No. 1174, a distance of 34.72 feet to the **POINT-OF-BEGINNING** of this tract of land, containing 2,430.40 sq.ft., in the Eastern Division, City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on June 22nd, 2010.

WITNESS MY HAND AND SEAL THIS 22nd DAY OF JUNE, 2010.



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



COUNCIL COMMUNICATION

DATE: 08-06-2012	SUBJECT: Final Reading Ordinance No. 2012-O-107 Authorizing the City Manager to execute a lease with Elite Aviation, LLC, for approximately 150 square feet of office space in the Federal Inspection Services (FIS) located at 4719 Maher Ave., Laredo, Texas known as Suite No. 131 situated on property described as Block No. 1 of subdivision plat of Laredo International Airport. Lease term is for one (5) year commencing on August 01, 2012 and ending on July 31, 2017 and may be extended for one (1) term of five (5) years each ending on July 31, 2022. However, it is agreed by the parties that the lease may be terminated by either party on or not less than ninety (90) days' written notice from the party terminating to the other. Monthly rent shall be \$780.00 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: Elite Aviation, Fixed Base Operator, requests to lease office space at the Newly constructed Federal Inspection Service Facility to better serve its customers.		
FINANCIAL IMPACT:		
Aeronautical Building Rent Revenues Account No. 242-0000-361-1086 Proposed Monthly FMV Rent: \$780.00		
COMMITTEE RECOMMENDATION: On July 03, 2012 the Airport Advisory Board considered this item and recommends approval.	STAFF RECOMMENDATION: Approval of this Ordinance.	

ORDINANCE NO. 2012-O-107

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH ELITE AVIATION, LLC., FOR APPROXIMATELY 131 SQUARE FEET OF OFFICE SPACE IN THE FEDERAL INSPECTION SERVICES (FIS) LOCATED AT 4719 MAHER AVE., LAREDO, TEXAS KNOWN AS SUITE NO. 129 SITUATED ON PROPERTY DESCRIBED AS BLOCK NO.1OF SUBDIVISION PLAT OF LAREDO INTERNATIONAL AIRPORT. LEASE TERM IS FOR ONE (5) YEAR COMMENCING ON AUGUST 01, 2012 AND ENDING ON JULY 31, 2017 AND MAY BE EXTENDED FOR ONE (1) TERM OF FIVE (5) YEARS EACH ENDING ON JULY 31, 2022. HOWEVER, IT IS AGREED BY THE PARTIES THAT THE LEASE MAY BE TERMINATED BY EITHER PARTY ON OR NOT LESS THAN NINETY (90) DAYS' WRITTEN NOTICE FROM THE PARTY TERMINATING TO THE OTHER. MONTHLY RENT SHALL BE \$780.00 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 150 square feet of office space in the Federal Inspection Services (FIS) located at 4719 Maher Ave., Laredo, Texas known as Suite No. 131 situated on property described as Block No.1of subdivision plat of Laredo International Airport, 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 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 execute a lease with Laredo Elite Aviation, LLC., as LESSEE for approximately 150 square feet of office space in the Federal Inspection Services (FIS) located at 4719 Maher Ave., Laredo, Texas known as Suite No. 131 situated on property described as Block No.1 of subdivision plat of 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

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND
ELITE AVIATION LLC. (FIS)

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: 8/6/2012	SUBJECT: RESOLUTION #2012-R-060 Amending resolution #2012-R-001 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, STCADA, <i>et al.</i> , a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.	
INITIATED BY: Cynthia Collazo Deputy City Manger		STAFF SOURCE: Gilbert L. Navarro Interim Chief of Police
PREVIOUS COUNCIL ACTION: City Council approved Resolution # 2011-R-01 on January 3, 2012.		
BACKGROUND: Since FY 2009 City Council approved the City of Laredo Police Department to work in conjunction with the agencies listed on Exhibit A. These agreements allow the Police Department to participate with other law enforcement agencies and refer civilians to social service organizations for any assistance.		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Recommends the approval of this Resolution.

RESOLUTION #2012-R-060

Amending resolution #2012-R-001 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, STCADA, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

Whereas, the City of Laredo Police Department agrees to work in conjunction with these agencies; and

Whereas, the City of Laredo Police Department will assist law enforcement agencies on an as needed basis; and

Whereas, the City of Laredo Police Department will refer civilians that they come in contact with to those listed social service organizations that could assist them; and

Whereas, Exhibit A will be applicable starting on January 1, 2012 and ending on December 31, 2012.

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

SECTION 1: Amending resolution #2012-R-001 by adding one (1) additional memorandum of understanding to the list of cooperative working agreements/mutual assistance agreements/memorandums of understanding between the City of Laredo Police Department and various federal, state and local agencies, including but not limited to: Drug Enforcement Administration (DEA), Federal Bureau of Investigations (FBI), SCAN, STCADA, *et al.*, a comprehensive list is attached hereto as "Exhibit A". The Police Department's participation is part of the community service provided to our citizens, with no cost to the City of Laredo.

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:

BY: _____
RAUL CASSO
CITY ATTORNEY

LAREDO POLICE DEPARTMENT
Agreements

tabbles

A
Res. # 2012-R-060

Agency	Category
1 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	LEA
2 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) - Radio Agreement	Communications
3 Children's Advocacy Center	Social Services
4 Correction Corporation of America (CCA) Detention Center	LEA
5 Correction Corporation of America (CCA) Detention Center - Radio Agreement	Communications
6 Correction Corporation of America (CCA) Processing Center	LEA
7 Department of Homeland Security Immigration and Customs Enforcement	LEA
8 Drug Enforcement Administration (DEA)	LEA
9 FBI - Safe Streets Task Force	LEA
10 Laredo Community College Police Dept.	LEA
11 Laredo Independent School District Police Dept.	LEA
12 Laredo Independent School District Police Dept. - Radio Agreement	Communications
13 Laredo Job Corps	Social Services
14 Laredo-Webb County Safe Haven	LEA
15 Law Enforcement Analysis Portal (LEAP)	LEA
16 Learning ForLife (LPD Explorers)	Social Services
17 Motorola, Inc. (equip. trial agreement)	LEA
18 Office of the Inspector General, TDCJ	LEA
19 Property Room.com	LEA
20 Regional Organized Crime Information Center (ROCIC)	LEA
21 Sam Houston Sate University - subaward agreement (USMS)	LEA
22 SCAN (Sexual Assault Response Team)	Social Services
23 SCAN (Sexual Assault Services Information)	Social Services
24 SCAN (Shelter and Street Outreach Services)	Social Services
25 SCAN (Substance Abuse and Mental Health Services Administration, National Child Traumatic Stress Initiative)	Social Services
26 SCAN (Webb County Coalition)	Social Services
27 SCAN (Youth Runaway and Homeless)	Social Services
28 STCADA (Adult Outpatient Treatment Services)	Social Services
29 STCADA (Co-Occurring Psychiatric Substance Use Disorders)	Social Services
30 STCADA (HIV Early Intervention)	Social Services
31 STCADA (Youth Prevention and Rural Border Intervention Programs)	Social Services
32 Texas A&M Int'l University - Radio Agreement	Communications
33 Texas A&M Int'l University Police Dept.	LEA
34 Texas Alcoholic Beverage commission (TABC) - Radio Agreement	Communications
35 Texas Crime Information Center (TCIC) - Lic. Plate Reader	LEA
36 Texas Department of Public Safety	LEA
37 Texas Department of Public Safety - TDEX	LEA
38 Texas DPS Aircraft - Radio Agreement	Communications
39 Texas DPS Fusion Center	LEA
40 Texas Military Forces	LEA
41 Texas Parks & Wildlife (Lake Casa Blanca)	LEA
42 U.S. Customs and Border Protection (USBP) - Radio Agreement	Communications
43 U.S. Marshals (USMS) - Fugitive Apprehension Task Force	LEA
44 United Independent School District Police Dept.	LEA
45 University of Texas Health Science Center at San Antonio Police Dept.	LEA
46 Veterans Affairs	Social Services
47 Webb County Sheriff Department - Radio Agreement	LEA
48 Laredo ISD Police Department - Radio Agreement	LEA

INTEROPERABILITY USER LICENSE TO USE CITY'S 800 MHZ RADIO SYSTEM

THIS LICENSE, is granted this ____ day of _____, 20___, by THE CITY OF LAREDO, TEXAS, a municipal corporation, hereinafter designated the "Licensor" to the Laredo Independent School District Police Department, hereinafter referred to as "Licensee" or "Interoperability User" (and collectively referred to as "Parties").

AGREEMENT

1. The Licensor, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant non exclusive permission unto the Licensee to use the City of Laredo's 800 MHz Trunked Voice Radio System equipment (hereafter referred to as "radio system"), and Licensee's usage is limited to forty (41) initial radio units for day-to-day usage and normal operations. **In the event additional radios need to be added the interoperability agreement will be amended by LISD designee** Licensee is also authorized as an Interoperability User for the sole purpose of which will be enumerated in a template plan to be approved by the City of Laredo Radio Communications Manager prior to radio unit programming. If control stations(s) are included in this authorization, antennas must meet the twenty (20) foot rule.

2. All parties acknowledge that it shall be the Licensee's sole responsibility, and at Licensee's sole cost to independently secure any right of access required by the Licensee or any equipment needed to access the City's 800 MHz System.

TERM, FEES AND RENEWAL

3. Term: The term of the permission herein granted shall be for a period of one (1) year commencing at 12:00 am on the ____ day of _____, 20___ and ending eleven fifty nine (11:59 p.m.) on the ____ day of _____, 20___. This license shall renew automatically unless terminated for any reason or no reason by either party in writing, at any time within two months of the annual renewal date.

4. **Initial Fee and Annual Fees:** Licensee hereby covenants and agrees to pay both an initial fee per unit of \$1,769.00 per two-way radio unit ("radio unit"). An operational annual fee of \$265.00 per unit is due upon execution of this instrument, and on the same date each succeeding year thereafter. The initial fee is a one time fee.

- a. The Parties agree that to the extent not prohibited by law, the operational annual fee per unit shall increase by five percent (5%) every year this License is in effect.
- b. Nothing in this License shall be read to prevent the Parties from expanding the number of radio units used by Licensee on comparable terms as agreed here, so long as prior written approval has been given by the City Manager.

5. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor and without limiting the generality of the foregoing, acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due, including other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said radio system.

6. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

LICENSOR'S PRIMARY RIGHT TO LICENSED PROPERTY

7. Notwithstanding any provision of this license agreement to the contrary, Licensor retains the right to discontinue use of radio system at any time and without notice to Licensee and assuming no obligation to the Licensee. Further, Licensee may cancel this agreement for any reason, with or without cause, by giving written notice of termination to the City.

OPERATIONAL RIGHTS

8. Licensee shall not use the LPD operations talk-group as their primary radio communication platform for internal radio communication within their own agency.

9. Licensee must identify themselves when initiating conversations on the City of Laredo Radio System by giving their agency name (or acronym approved by the City of Laredo Radio Communications Manager), followed by their unit number. Example: "XYZ PD, this is ___ unit 101."

10. When operating radios on the City of Laredo Radio System, Interoperability Users must abide by all applicable Federal Communications Commission rules and regulations, City of Laredo Standard Operating Procedures, protocols set forth by individual talk-group owners, and decisions and directives of the City of Laredo. Violations shall be grounds for immediate disconnection of the Interoperability User's radio equipment from the City of Laredo Radio System and immediate termination of this agreement. The Interoperability User shall reimburse the City of Laredo Radio System Party that is the holder of an FCC license upon receipt of demand for any costs, fines or penalties assessed against the license holder as a result of a violation of an FCC rule or regulation by the Interoperability User. Attorney's fees shall also be assessed to the Interoperability User if such costs are incurred due to any violations that were committed by the Interoperability User.

11. Radio equipment shall be approved by the City of Laredo Radio Communications Manager prior to use on the City of Laredo Radio System. Any "P25 Phase One" approved brands/models of equipment will be allowed. All costs of an Interoperability User to acquire or maintain radios or other equipment, train personnel, or to connect to the City of Laredo Radio System shall be borne and paid by the Interoperability User.

12. All Interoperability User agency personnel who will be operating approved radio equipment on the City of Laredo Radio System will be required to undergo user training, and submit to the City of Laredo Radio Communications Manager any required certification that such training has been received. It is understood that only employees of the Licensee are authorized to utilize the radio system under this license agreement.

RADIO PROGRAMMING & MAINTENANCE

13. Programming of Interoperability User radios for use on the City of Laredo Radio System must be done by the City of Laredo Radio Communication Services Division staff. Due to the critical necessity of safeguarding the "system key," tight control over programming will be

If to Licensee: Laredo ISD Police Department

Lonnie D. Cook, MSSL, Chief of Police

2219 Springfield Avenue

Laredo, Texas 78040

COMPLIANCE WITH LAW

19. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and usage of the City's radio system.

MISCELLANEOUS PROVISIONS

20. This agreement constitutes the entire understanding of the parties related to the subject matter hereof, and there shall be no modification or waiver hereof except in writing, signed by both parties. The agreement is made under and shall be governed by the laws of the State of Texas, and is performable in Webb County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement in accordance with law. Approved by City Council by Resolution No. 2012-R-____, on _____.

LICENSOR:
City of Laredo

BY: Carlos R. Villarreal
CITY MANAGER

ATTEST:

Gustavo Guevara
CITY SECRETARY

APPROVED AS TO FORM:

Raul Casso
CITY ATTORNEY

LICENSEE:
Laredo ISD Police Department

BY: Lonnie D. Cook
LISD CHIEF OF POLICE

STATE OF TEXAS

COUNTY OF WEBB

Before me, the undersigned, a Notary Public in and said County and State, on this ____ day of _____, 20____, personally appeared _____ to me known to be the identical person who subscribed the name of the City of Laredo to the foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

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

Notary Public

(seal)

STATE OF TEXAS
COUNTY OF WEBB

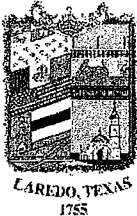
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____, to me known to the identical person who subscribed the name of City of Laredo to the Foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public (seal)

City of Laredo, Texas

INVOICE



1101 Garden St.
Laredo, TX 78040
Phone (956)721-2050 Fax (956)721-2059
EIN #746001573

INVOICE #108
DATE: 08/15/2012

TO:
LAREDO ISD PD
2219 SPRINGFIELD AVE.
LAREDO, TX. 78041
ATTN: CHIEF LONNIE COOK

FOR: LICENSE TO USE CITY'S RADIO SYSTEM
Resolution No. , on

DESCRIPTION	AMOUNT
Activation fee per unit \$1,769.00. Qty. of units = 41 (Forty one)	\$72,529.00
Maintenance annual fee per unit \$265.00; Qty. of units = 41 (Forty one)	\$10,865.00
TOTAL	\$83,394.00

Make all checks payable to City of Laredo
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Juan C. Pruneda at (956)721-2050.

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: RESOLUTION 2012-R-064 ORDERING AND PROCLAIMING A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012; ORDERING AND PROCLAIMING A SPECIAL CITY ELECTION FOR THE PURPOSE OF SUBMITTING TO THE VOTERS ON TUESDAY, NOVEMBER 6, 2012 A PROPOSITION FOR THE SALE OF A TRACT OF PARKLAND CONTAINING 456,831.12 SQUARE FEET (10.4874 ACS), LOCATED ALONG 2200 SANTA MARIA, BEING OUT OF LOT NO. 2, BLOCK NO. 1, CITY PARK SUBDIVISION, ENCLOSING THE VETERAN'S FIELD A PRACTICE FIELD AND ASPHALT PARKING IMPROVEMENTS, IN THE WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS; DESIGNATING POLLING PLACES; PROVIDING FOR PUBLICATION; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE WEBB COUNTY ELECTIONS ADMINISTRATOR FOR THE PURPOSE OF CONDUCTING A JOINT ELECTION WITH THE CITY OF LAREDO.
INITIATED BY: City Charter	STAFF SOURCE: Gustavo Guevara, Jr., City Secretary
PREVIOUS COUNCIL ACTION:	
BACKGROUND: <p style="text-align: center;">COUNCIL MEMBERS for DISTRICTS IV, V, VII, and VIII</p> <p style="text-align: center;">and voter approval of the following Proposition:</p> <p>AUTHORIZING THE SALE OF A TRACT OF PARKLAND CONTAINING 456,831.12 SQUARE FEET (10.4874 ACS), LOCATED ALONG 2200 SANTA MARIA, BEING OUT OF LOT NO. 2, BLOCK NO. 1, CITY PARK SUBDIVISION, ENCLOSING THE VETERAN'S FIELD A PRACTICE FIELD AND ASPHALT PARKING IMPROVEMENTS, IN THE WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS.</p>	
FINANCIAL IMPACT: \$57,953.25 Account 101-1720-513.55-96 Purchase Prof. Service / Election Services	
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends approval of the resolution.

RESOLUTION 2012-R-064

ORDERING AND PROCLAIMING A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012; ORDERING AND PROCLAIMING A SPECIAL CITY ELECTION FOR THE PURPOSE OF SUBMITTING TO THE VOTERS ON TUESDAY, NOVEMBER 6, 2012 A PROPOSITION FOR THE SALE OF A TRACT OF PARKLAND CONTAINING 456,831.12 SQUARE FEET (10.4874 ACS), LOCATED ALONG 2200 SANTA MARIA, BEING OUT OF LOT NO. 2, BLOCK NO. 1, CITY PARK SUBDIVISION, ENCLOSING THE VETERAN'S FIELD A PRACTICE FIELD AND ASPHALT PARKING IMPROVEMENTS, IN THE WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS; DESIGNATING POLLING PLACES; PROVIDING FOR PUBLICATION; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE WEBB COUNTY ELECTIONS ADMINISTRATOR FOR THE PURPOSE OF CONDUCTING A JOINT ELECTION WITH THE CITY OF LAREDO.

WHEREAS, I, Raul G. Salinas, Mayor of the City of Laredo, Webb County, Texas, by virtue of the authority vested in me by law, as Mayor of said City, do hereby proclaim, order and give notice of a General City Election and a Special City Election in and for the said City of Laredo, to be held on Tuesday, the 6th day of November A. D., 2012, for the purpose of electing the following City officials:

**COUNCIL MEMBERS for DISTRICTS IV, V, VII, and VIII
and voter approval of the following Proposition:**

AUTHORIZING THE SALE OF A TRACT OF PARKLAND CONTAINING 456,831.12 SQUARE FEET (10.4874 ACS), LOCATED ALONG 2200 SANTA MARIA, BEING OUT OF LOT NO. 2, BLOCK NO. 1, CITY PARK SUBDIVISION, ENCLOSING THE VETERAN'S FIELD A PRACTICE FIELD AND ASPHALT PARKING IMPROVEMENTS, IN THE WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS.

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

Section 1: That a general election be and the same is hereby ordered to be held and conducted within and for the City of Laredo on Tuesday, the 6th day of November, 2012, for the purpose of electing the aforementioned city officials: COUNCIL MEMBER FOR DISTRICTS IV, V, VII, and VIII.

Section 2: That a special election be and the same is hereby ordered to be held and conducted within and for the City of Laredo on Tuesday, the 6th day of November, 2012, for the purpose of authorizing the sale of a tract of land containing 456,884 square feet out of Lot 2, Block 1, City Park Subdivision, Western Division, City of Laredo, Webb County, Texas with improvements located along 2200 Santa Maria, popularly known as "Veterans Field," a practice field with adjacent asphalt parking improvements and as further described by metes and bounds in the survey attached hereto as Exhibits A(1) and A(2).

Section 3: That the mode and manner of holding and conducting said election shall be in accordance with the Texas Election Code and the City Charter of the City of Laredo, and that only resident qualified voters of the City shall be eligible to vote at said election.

Section 4: That the polls at each designated polling place, as set forth in "Exhibit G" which is attached hereto and made a part of this resolution for all purposes, on said general and special election day shall be open from 7:00 o'clock A.M. to 7:00 o'clock P.M.

Section 5: That the Presiding Judges shall appoint not less than two qualified election clerks to serve and assist in conducting said election; provided that if the Presiding Judge actually serves as expected, the Alternate Presiding Judge shall be one of such clerks.

Section 6: That the period for early voting by personal appearance shall begin on November 22, 2012 and shall continue through the fourth day preceding the date of the election, November 6, 2012.

The main polling place for early voting shall be the County Justice Center, located at 1100 Washington St., Laredo, Texas and such other early voting and mobile voting places and dates as set forth in "Exhibit F" attached hereto. The main early voting polling place shall remain open from 8:00 o'clock A.M. to 5:00 o'clock P.M. on each day designated for early voting, except for October 29, 2012 through November 2, 2012 when the main early voting polling place shall be open from 8:00 a.m. through 8:00 p.m. The designated polling places shall not be open on Saturdays, Sundays or official holidays, except as otherwise provided for in schedule of "Exhibit F."

Section 7: That the Early Voting Clerk for said election shall be appointed by the Webb County Elections Administrator.

Section 8: Application for ballots by mail shall be conducted by The Webb County Elections Administrator. All ballot applications and ballots voted by mail shall be sent to the Webb County Election Administrator, 1110 Washington, Suite 103, P.O. Box 29, Laredo, Texas 78042-029.

Section 9: That notice of said elections shall be given by posting a substantial copy of this resolution at the City Hall on the bulletin board used for posting notices of the meetings of the City Council. A substantial copy of this resolution also shall be published in a newspaper of general circulation published in said City, the date of publication to be not earlier than the 30th day or later than the 10th day prior to the date set for said election.

Section 10: That said election shall be conducted at each designated voting place and the ballot to be used at such election shall be printed in the form required by the Texas Election Code and manufacturer's specifications with names of candidates printed thereon in full and prepared in such manner as specified by the Texas Election Code. That this election is to be conducted utilizing iVotronic Electronic Units during the election and the AIS 315 Tabulation System Tuesday, November 6, 2012.

Section 11: That immediately after the votes at such regular and special election have been conducted and proper returns thereof made to the City Council, said City Council shall meet on November 14, 2012 at 12:00 Noon at the City Council Chambers, 1st floor, 1110 Houston, to canvass the election and cause to be entered in the proper records of the City of Laredo, Texas, its official declaration of, or order showing the actual and true results of said regular and special election.

Section 12: That this notice shall serve as authority for conducting a joint election with Laredo Community College, Laredo Independent School District, United Independent School District and Webb County to the extent that the City of Laredo will use the same judges and clerks, where possible.

Section 13: That the City Council hereby authorizes the City Manager to enter into a contract agreement with the Webb County Elections Administrator to conduct said general and special election and accept the terms and conditions as set forth in the contract attached hereto and identified as "Exhibit A(1)."

Section 14: That the City Council hereby authorizes and establishes a Central Counting Station, appointment of the Central Counting Station Presiding Judge, Manager, Tabulation Supervisor, and Counting Station Clerks as set forth in the contract agreement with the Elections Administrator.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 6TH DAY OF AUGUST, 2012.

RAUL G. SALINAS
MAYOR

ATTEST:

APPROVED AS TO FORM:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

RAUL CASSO
CITY ATTORNEY



CITY OF LAREDO
ENGINEERING DEPARTMENT

**METES AND BOUNDS DESCRIPTION
FOR A 456,831.12 SQ.FT. (10.4874 ACS.) TRACT OF LAND**

A tract of land containing 10.4874 Acres, out of Lot No. 2, Block No. 1, City Park Subdivision, Western Division, as recorded in volume 27, pages 40, 40A & 40B, of the Webb County, Plat Records, enclosing the Veteran's Field, a practice field and asphalt parking improvements, in the Western Division, Webb County, Texas; said 10.4874 Acre Tract is more particularly described by metes and bounds as follows:

COMMENCING at a point on the southwest corner of said Lot No. 2, being this point on the east right-of-way line of Santa Maria Ave., for the **POINT OF BEGINNING** hereof;

THENCE, NORTH, along the east right-of-way of Santa Maria Ave., a distance of 927.93 feet, to an exterior corner and point of deflection to the right;

THENCE, N45°00'00"E, a distance of 28.28 feet, to a point on the south right-of-way line of Garden St., for an exterior corner and point of deflection to the right;

THENCE, EAST, along the south right-of-way line of Garden St., a distance of 108.23 feet, to a point on the northwest corner of Lot No 3, of said Block No. 1, for an exterior corner and point of deflection to the right;

THENCE, S00°14'08"E, along a common line between said Lot Nos. 2 & 3, a distance of 415.65 feet, for an interior corner and point of deflection to the left;

THENCE, S88°21'11"E, along a common line between said Lot Nos. 2 & 3, a distance of 384.81 feet, for an exterior corner and point of deflection to the right;

THENCE, S00°18'57"W, a distance of 166.26 feet, for an interior corner and point of deflection to the left;

THENCE, S89°32'49"E, a distance of 353.29 feet, to a point on the northwesterly corner of Lot No. 1, of said Block No. 1, for an exterior corner and point of deflection to the right;

THENCE, S00°18'57"W, along a common line between said Lot Nos. 1 & 2, a distance of 369.84 feet, to an exterior corner and point of deflection to the right;

THENCE, N88°45'15"W, along a common line between said Lot Nos. 1 & 2, a distance of 354.97 feet, for an exterior corner and point of deflection to the right;

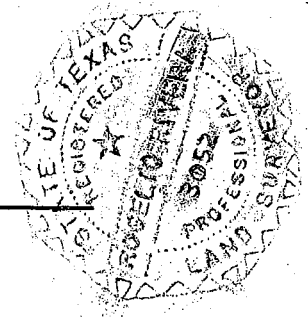
THENCE, N88°52'57"W, continue along a common line between said Lot Nos. 1 & 2, distance of 510.12 feet, to the **POINT-OF-BEGINNING** of this Tract of Land, containing 456,831.12 sq.ft., (10.4874 Acres), in the City of Laredo, Webb County, Texas.

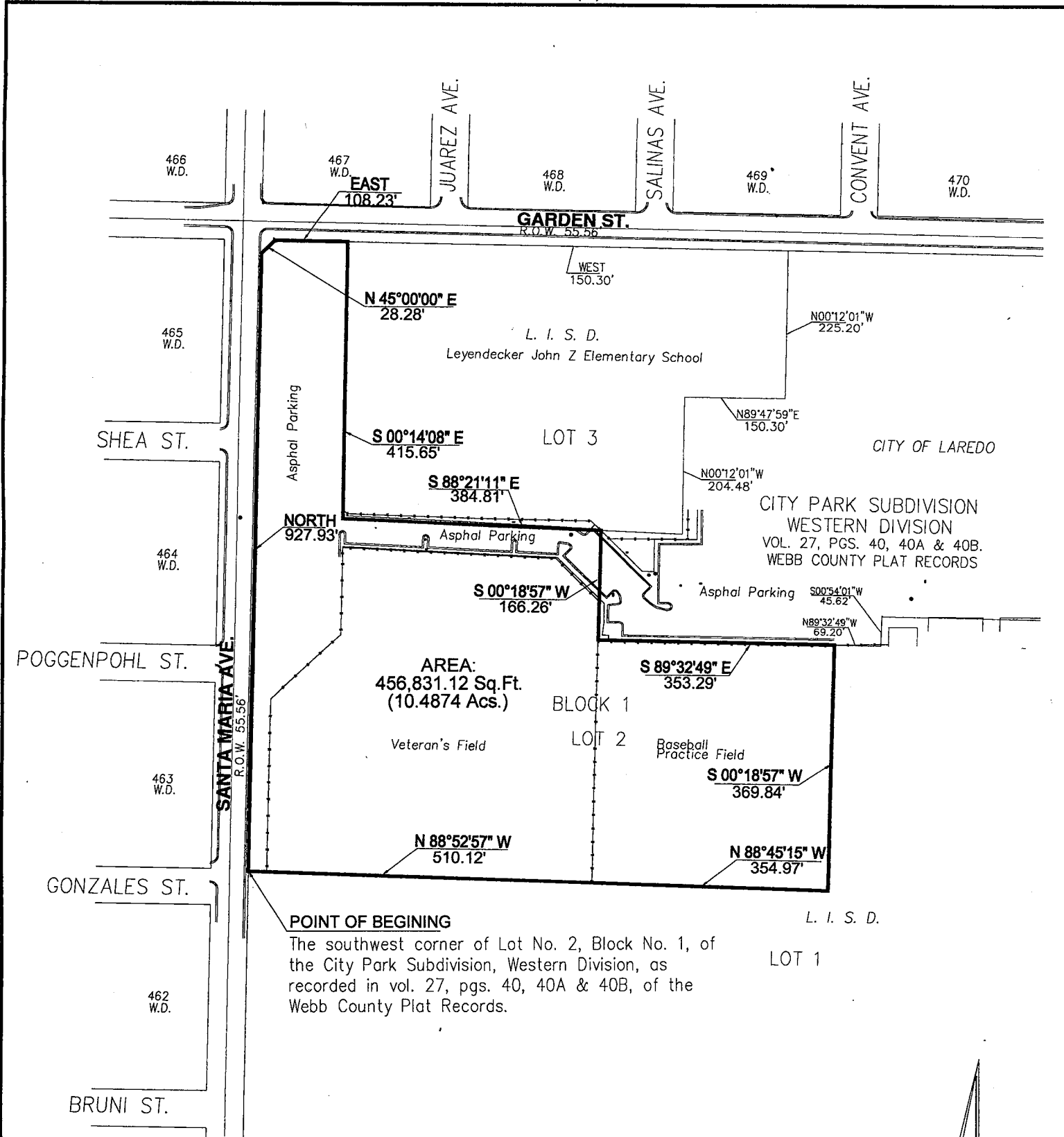
I, **ROGELIO RIVERA**, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from record information available made under my supervision on this 27th. Day of July, 2012.

WITNESS MY HAND AND SEAL THIS 30th. DAY OF JULY, 2012.



ROGELIO RIVERA, City Engineer
R.P.L.S. Texas No. 3052





POINT OF BEGINING

The southwest corner of Lot No. 2, Block No. 1, of the City Park Subdivision, Western Division, as recorded in vol. 27, pgs. 40, 40A & 40B, of the Webb County Plat Records.

L. I. S. D.

LOT 1



SCALE : 1" = 200'

Basis for Bearings:

The bearing for this survey were based on the replat of City Park Subdivision, Western Division, as recorded in vol. 27, pgs. 40, 40A & 40B, of the Webb County Plat Records.

I, Rogelio Rivera, Registered Professional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from record information available made under my supervision this 27th day of July, 2012.

SURVEY
of

A 456,831.12 sq.ft. (10.4874 Ac.) Tract of Land, Being out of Lot No. 2, Block No. 1, City Park Subdivision, Western Division, enclosing the Veteran's Field, a practice field and asphalt parking improvements, in the Western Division, City of Laredo, Webb County, Texas.

BY :	DATE :
DRAWN : C. Chapa	07-30-12
CHECKED : R. Rivera, P.E.	07-30-12

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

CITY OF LAREDO
ENGINEERING DEPARTMENT

1110 HOUSTON ST. LAREDO, TX. 78040

**ELECTION CONTRACT
AND COST ESTIMATE**

**CITY OF LAREDO
JOINT ELECTIONS**

*(with: Webb County, Laredo Community College District, City of Rio Bravo,
City of El Cenizo, Laredo ISD, United ISD, and Webb Consolidated ISD)*

NOVEMBER 06, 2012

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- 7 Exhibit F Early Voting Schedule
- 8 Exhibit G Election Day Sites
- 9 Exhibit H Gridsheet

**ELECTION SERVICES CONTRACT
WITH COUNTY ELECTIONS ADMINISTRATOR
COUNTY OF WEBB, STATE OF TEXAS**

THIS CONTRACT made on this 13th day of July, 2012, by and between the **City Council of the City of Laredo**, hereinafter referred to as "Party," and Oscar Villarreal, County Elections Administrator for Webb County, Texas, hereinafter referred to as "Contracting Officer", and by authority of sections 31.092(a) and 271.002, Texas Election Code, for the conduct and supervision of the **Joint General Election of November 06, 2012**.

THIS CONTRACT is subject to the written approval of the political subdivision involved in the election, and shall not be binding on the party until such written approval is obtained. An estimate for services to be rendered pursuant to the terms of the contract provided by the Contracting Officer are attached herewith and labeled exhibits A thru H. It is agreed that it is in the public interest of the **City Council of the City of Laredo**, being one of several local jurisdictions participating in this election that Oscar Villarreal, Elections Administrator, serve as the Early Voting Clerk for all entities participating in this election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out:

DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- (a) Contact the owners or custodians of county-designated polling places and arrange for their use in the election.
- (b) Contact the owner or custodian of some other public place (or if unavailable, private) building in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the election.
- (c) Procure, prepare, and distribute all necessary election supplies, including:
 - (1) ballots;
 - (2) election kits,
 - (3) ballot boxes and voting booths, and
 - (4) all necessary ADA compliant iVotronic voting machines and equipment.
- (d) Notify election judges of the date, time, and place of any election school
- (e) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the election.
- (h) Prepare any submission of voting changes to the U.S. Department of Justice under the federal Voting Rights Act of 1965, as amended.

GENERAL CONDITIONS

- (a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.

- (b) The Contracting Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Entities' failure to pay a claim.
- (c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Webb County, Texas.
- (d) Only the actual expenses directly attributable to the Contract may be charged (Section 31.100(b), Texas Election Code). The County Elections Officer must submit the actual costs incurred pursuant to this Contract to the Governmental Entity within a reasonable amount of time after the election.

COST OF SERVICES

- (a) In consideration for the services provided by the Contracting Officer, the Party agrees to pay Webb County their share of the cost of the **November 06, 2012 Joint General Election** in accordance with the following schedule:

September 1, 2012:	\$ 46,362.60
November 30, 2012:	<u>\$ 11,590.65</u>
	\$ 57,953.25

- (b) Payment shall be made payable to **Webb County Elections Administrator** and hand-delivered to:

1110 Washington St., Suite 103
Laredo, Texas 78040

Or mailed to:

P. O. Box 29
Laredo, Texas 78042-0029

GENERAL PROVISIONS

- (a) This contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Webb County, Texas.
- (b) In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (c) It is understood that in the case of an election contest solely challenging this Party's election results, the cost of such contest, challenge, or litigation will be borne by the Party.
- (d) It is further understood that in the case of a runoff election due to undecided races on the election, the cost of such runoff election will also be borne by the Party and will be contracted for at such time.
- (e) It is also further understood that in a joint election all participating parties share in the cost of such joint election. If one or more parties withdraw, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will be affected and will consequently be adjusted.

- (f) This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter.
- (g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.

WITNESS the following signatures and seal:

By _____
The City of Laredo Date

By _____
Oscar Villarreal, Elections Administrator Date

EXHIBIT A
THE CITY OF LAREDO
COST ESTIMATE FOR NOVEMBER 6, 2012 JOINT ELECTIONS

1. STATISTICAL INFORMATION

A. PROJECTIONS

November 6, 2012 - City of Laredo

<i>Early Voting:</i>	24,550
<i>Election Day:</i>	15,584
 <i>Total voter turnout:</i>	 40,134
 <i>Registered voters:</i>	 108,800
<i>Turnout percentage:</i>	36.89%

B. ACTUAL TURNOUT

<i>Early Voting:</i>	0
<i>Election Day:</i>	0
 <i>Total voter turnout:</i>	 0
 <i>Registered voters:</i>	
<i>Turnout percentage:</i>	0.00%

C. Number of election day polling sites:	53								
D. Number of polling sites shared with other entities:	53								
E. Number of sub-polling sites due to splits &/or Inside / Outside CL:	93								
F. Number of Public Buildings used as Election Day sites:	40								
G. Number of Permanent / Temporary Early Voting Sites:	10								
H. Number of Mobile Early Voting Branch Sites:	5								
I. Voting system to be used in:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">1. Early Voting:</td> <td style="text-align: right; border-top: 1px solid black;">Optical Scan</td> </tr> <tr> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">& ADA DREs</td> </tr> <tr> <td>2. Election Day:</td> <td style="text-align: right; border-top: 1px solid black;">Optical Scan</td> </tr> <tr> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">& ADA DREs</td> </tr> </table>	1. Early Voting:	Optical Scan		& ADA DREs	2. Election Day:	Optical Scan		& ADA DREs
1. Early Voting:	Optical Scan								
	& ADA DREs								
2. Election Day:	Optical Scan								
	& ADA DREs								
J. Number of ballots ordered (including additional sheets) (Not including sample ballots or test deck):	100,800								

2. COST OF ELECTION OPERATIONS

		Cost		Cost per Precinct	No. of Precincts	TOTAL
		↓			↓	
A. BALLOTS						
1	Official	\$ 45,000.00	344	\$ 130.81	93	\$ 12,165.70
2	Coding	\$ 300.00	344	\$ 0.87	93	\$ 81.10
3	Sample	\$ 300.00	344	\$ 0.87	93	\$ 81.10
4	Test	\$ 300.00	344	\$ 0.87	93	\$ 81.10
5	Shipping	\$ 800.00	344	\$ 2.33	93	\$ 216.28
B. PROGRAMMING						
1	Layout	\$ 2,000.00	344	\$ 5.81	93	\$ 540.70
2	Coding	\$ 12,500.00	344	\$ 36.34	93	\$ 3,379.36
3	Audio	\$ 6,000.00	344	\$ 17.44	93	\$ 1,622.09
4	Preventive Maintenance	\$ 3,300.00	344	\$ 9.59	93	\$ 892.15
5	Site Support	\$ 4,500.00	344	\$ 13.08	93	\$ 1,216.57
C. RENT						
1	Tabulation/ DRE Equipment	\$ 4,960.00	344	\$ 14.42	93	\$ 1,340.93
2	Pct. 402 - Holy Redeemer Church	\$ 50.00	344	\$ 0.15	93	\$ 13.52
3	Pct. 310 - Christ Miracle Center	\$ 50.00	344	\$ 0.15	93	\$ 13.52
4	Pct. 124 - St. Joseph Church Hall	\$ 50.00	344	\$ 0.15	93	\$ 13.52
5	Pct. 122 - Christ Church Episcopal	\$ 50.00	344	\$ 0.15	93	\$ 13.52
6	Pct. 225 - Roche Residence	\$ 50.00	344	\$ 0.15	93	\$ 13.52
7	Pct. 128 - Templo Revelacion	\$ 50.00	344	\$ 0.15	93	\$ 13.52
8	Pct. 451 - Gallagher Apartments	\$ 50.00	344	\$ 0.15	93	\$ 13.52
D. KITS						
1	Early Voting	\$ 450.00	344	\$ 1.31	93	\$ 121.66
2	Election Day	\$ 2,065.00	344	\$ 6.00	93	\$ 558.27
3	Ballot Board	\$ 10.00	344	\$ 0.03	93	\$ 2.70
4	Shipping	\$ 250.00	344	\$ 0.73	93	\$ 67.59
E. MISCELLANEOUS						
1	Publication - Testing of Equipment	\$ 300.00	344	\$ 0.87	93	\$ 81.10
2	Publication - Notice of Election	\$ 2,000.00	344	\$ 5.81	93	\$ 540.70
3	Election Day Supplies	\$ 3,000.00	344	\$ 8.72	93	\$ 811.05
4	Early Voting Supplies	\$ 750.00	344	\$ 2.18	93	\$ 202.76
5	Gasoline - EV Vehicles	\$ 500.00	344	\$ 1.45	93	\$ 135.17
6	Postage - Mail Ballots	\$ 250.00	344	\$ 0.73	93	\$ 67.59

ELECTION OPERATIONS

\$ 24,300.31

3. COST OF EARLY VOTING PERSONNEL

		Cost		Cost per Precinct	No. of Precincts	TOTAL
		↓			↓	
A. MAIN SITE						
1	Webb County Administrative Buil	\$ 4,788.88	344	\$ 13.92	93	\$ 1,294.67
B. PERMANENT BRANCH SITES						
1	Finley Elementary	\$ 4,788.88	344	\$ 13.92	93	\$ 1,294.67
2	Hillside Recreation Center	\$ 7,762.75	344	\$ 22.57	93	\$ 2,098.65
3	Laredo Medical Center	\$ 4,788.88	344	\$ 13.92	93	\$ 1,294.67
4	Cigarroa High School	\$ 7,762.75	344	\$ 22.57	93	\$ 2,098.65
C. TEMPORARY BRANCH SITE						
1	Kennedy-Zapata Elementary School	\$ 4,788.88	344	\$ 13.92	93	\$ 1,294.67
2		\$ 4,788.88	344	\$ 13.92	93	\$ 1,294.67
D. MOBILE BRANCH SITES						
1	Mobile Branch # 1	\$ 6,275.81	344	\$ 18.24	93	\$ 1,696.66
2	Mobile Branch # 2	\$ 6,275.81	344	\$ 18.24	93	\$ 1,696.66
3	Mobile Branch # 3	\$ 6,275.81	344	\$ 18.24	93	\$ 1,696.66
4	Mobile Branch # 4	\$ 6,275.81	344	\$ 18.24	93	\$ 1,696.66
2	Mobile Branch # 5	\$ 6,275.81	344	\$ 18.24	93	\$ 1,696.66
D. BALLOTS BY MAIL						
1	Mail-In Ballots	\$ 3,250.00	344	\$ 9.45	93	\$ 878.63
E. EV TECH SUPPORT:						
1	Coding Installation	\$ 500.00	344	\$ 1.45	93	\$ 135.17
2	Testing & Preparation	\$ 3,000.00	344	\$ 8.72	93	\$ 811.05
3	L & A Testing	\$ 1,000.00	344	\$ 2.91	93	\$ 270.35

\$ 18,548.95

EARLY VOTING PERSONNEL	\$ 21,249.13
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4. COST OF ELECTION DAY PERSONNEL

		Cost		Cost per Precinct	No. of Precincts	TOTAL
		↓			↓	
A. PRECINCT JUDGES AND CLERKS						
1	Judges	\$ 8,400.00	344	\$ 24.42	93	\$ 2,270.93
2	Delivery Fee	\$ 1,500.00	344	\$ 4.36	93	\$ 405.52
3	Clerks	\$ 31,080.00	344	\$ 90.35	93	\$ 8,402.44
B. C.C. STATION & EV BALLOT BOARD						
1	Judge	\$ 140.00	344	\$ 0.41	93	\$ 37.85
2	Signature Verification	\$ 906.50	344	\$ 2.64	93	\$ 245.07
3	CCS Clerks	\$ 388.50	344	\$ 1.13	93	\$ 105.03
4	Receiving Clerks	\$ 231.25	344	\$ 0.67	93	\$ 62.52
5	Maintenance Clerks	\$ 740.00	344	\$ 2.15	93	\$ 200.06
C. TECHNICAL AND SUPPORT PERSONNEL						
1	Tabulation Supervisor	\$ 650.00	344	\$ 1.89	93	\$ 175.73
2	Tabulation Team Members	\$ 3,000.00	344	\$ 8.72	93	\$ 811.05
3	Administrative Personnel	\$ 2,400.00	344	\$ 6.98	93	\$ 648.84
4	Technical Support	\$ 1,800.00	344	\$ 5.23	93	\$ 486.63
5	Security Personnel	\$ 3,150.00	344	\$ 9.16	93	\$ 851.60
6	School & Site Personnel	\$ 6,372.00	344	\$ 18.52	93	\$ 1,722.66

ELECTION DAY PERSONNEL	\$ 16,425.92
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5. TOTALS

A. ELECTION OPERATIONS					\$ 24,300.31
B. EARLY VOTING PERSONNEL					\$ 21,249.13
C. ELECTION DAY PERSONNEL					\$ 16,425.92
					<hr/>
					\$ 61,975.36
D. * FICA TAXES					
1	Early voting	7.65% x \$	21,249.13	\$	1,625.56
2	Election day	7.65% x \$	16,425.92	\$	1,256.58
					<hr/>
				\$	2,882.14
				\$	2,882.14

* Projected amount employees will earn over \$ 1,000.00 in a single year.

E. SUBTOTAL OF CONTRACT \$ 64,857.50

F. COUNTY ADMINISTRATIVE FEE \$ 6,485.75
(10% of E)

G. TOTAL ESTIMATED COST:

\$ 71,343.25

H. LISD's AGREED COST SHARE:

\$ 13,390.00

I. TOTAL COL ESTIMATED COST:

\$ 57,953.25

EXHIBIT B

**RESOLUTION
FOR JOINT ELECTIONS**

WHEREAS, the City Council of the City of Laredo to enter into a Joint Election Services Contract with Webb County and the Webb County Elections Administrator as the County Election Officer and Early Voting Clerk; and

WHEREAS, the Commissioners Court of the County of Webb, in order to share the cost among participating jurisdictions and make the voting process easier and more accessible to the voters and taxpayers of the county, also desires to conduct its election jointly;

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

Said City Council gives authorization to conduct its General Election jointly with the County of Webb, the Laredo Community College District, the City of Rio Bravo, the City of El Cenizo, the Laredo Independent School District, the United Independent School District, and the Webb Consolidated Independent School District with Oscar Villarreal, Webb County Elections Administrator, serving as Early Voting Clerk and managing the conduct and supervision of the **Joint Elections** to be held **November 6, 2012.**

PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

The City of Laredo

EXHIBIT C

RESOLUTION VOTING SYSTEM

RESOLUTION AND ORDER FOR THE **CITY OF LAREDO** TO APPROVE AND ADOPT ELECTION SYSTEMS AND SOFTWARE'S ("ES&S") *IVOTRONIC* DIRECT RECORD ELECTRONIC ("DRE") VOTING SYSTEM TO BE USED IN CONJUNCTION WITH THE ELECTRONIC ("OPTICAL SCAN") VOTING SYSTEM AT EACH AND EVERY EARLY VOTING AND ELECTION DAY SITE FOR THEIR NOVEMBER 6, 2012 JOINT ELECTION UNDER THE SUPERVISION OF THE WEBB COUNTY ELECTIONS ADMINISTRATOR IN ORDER TO COMPLY WITH THE FEDERAL HELP AMERICA VOTE ACT ("HAVA").

WHEREAS, the City Council of the **CITY OF LAREDO** recognizes that it must comply with public law by approving and adopting a voting system to comply with the Help America Vote Act ("HAVA") requirements; and

WHEREAS, the Commissioners Court of the County of Webb, in its regular meeting of February 14, 2005, approved the creation of a Direct Record Electronic Committee to review voting systems certified by the State of Texas, Office of the Secretary of State, and recommended a voting system to be used in Webb County that complied with said HAVA requirements; and

WHEREAS, upon the DRE Committee's recommendation, the Commissioners Court of the County of Webb, on their regular meeting of May 23, 2005, unanimously passed and approved Election Systems and Software's *iVotronic* DRE voting system which not only provides a viable alternative voting system while also enhancing the county's current electronic ("Optical Scan") voting system but complies with HAVA requirements and with the Americans with Disabilities Act ("ADA") requirements as well; and

WHEREAS, the City Council of the **CITY OF LAREDO**, authority in charge of its 2012 General Election, has contracted with the Webb County Elections Administrator for the conduct and supervision of its Joint General Election to be held on the 6th day of November, 2012 jointly with the County of Webb, the Laredo Community College District, the City of Rio Bravo, the City of El Cenizo, the Laredo Independent School District, the United Independent School District, and the Webb Consolidated Independent School District;

THEREFORE, BE IT RESOLVED AND ORDERED by the **CITY OF LAREDO**, that the City Council of the **CITY OF LAREDO** approves and adopts Election Systems and Software's ("ES&S") *iVotronic* DRE voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("Optical Scan") voting system, currently owned and operated by the County of Webb in the conduct of elections, for its Joint General Election to be held November 6th, 2012.

The City of Laredo

EXHIBIT D

RESOLUTION

AUTHORIZING AND ESTABLISHING SALARIES FOR ELECTION DAY PRESIDING JUDGES AND CLERKS; APPOINTING OF ELECTION DAY PRESIDING JUDGES; AND ESTABLISHING THE MAXIMUM NUMBER OF ELECTION DAY CLERKS FOR EACH ELECTION PRECINCT PURSUANT TO SECTIONS 32.091(a), 32.005 & 32.033, TEXAS ELECTION CODE, FOR THE NOVEMBER 6, 2012 JOINT ELECTIONS

WHEREAS the provisions of Section 32.091 (a), Texas Election Code, state that a political subdivision's governing body has the authority to set election workers' compensation rate at or above the federal minimum wage; and

WHEREAS the provisions of Section 32.005, Texas Election Code, state that election judges shall be appointed for each election ordered by the political subdivision; and

WHEREAS the provisions of Section 32.033, Texas Election Code, state that the political subdivision shall prescribe the maximum number of clerks that each presiding judge may appoint for their election precinct; and

WHEREAS the City Council of the **CITY OF LAREDO** believes that in order to provide the voters of the district with professional and exceptional service, a fair and reasonable wage is important and should be provided to election judges and clerks serving in this election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO**, that pursuant to Section 32.091 (a), Texas Election Code, the compensation rate for election day presiding judges and clerks for the November 6, 2012 Joint Elections, and any subsequent runoff election, is established and approved as follows:

Election Day and Early Voting Presiding Judges : \$ 10.00 / Hr.

Election Day and Early Voting Clerks: \$ 9.25 / Hr.

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO**, that pursuant to Sections 32.005 & 32.033, the following be appointed to serve as election day presiding judges in their respective precincts with the maximum number of clerks to assist in the November 6, 2012 Joint Elections, and any subsequent runoff election, as follows:

Pct.	Location	Judge	Max # of Clerks
401	Senior Citizens Home	Ruben O. Garcia	5
402	McDonell Elementary	Imelda Lopez	5
403	Laredo Civic Center	Ricardo Garza	5
404	Richter Courts Hall	Ana Maria Martinez	5
405	Farias Elementary	Rosa Pena	5
406	Santa Maria Elementary	Zulema Garza	5
407	J. O. Walker Bldg.	Maria Isabel Almanza	5
308	Clark Elementary School	Maria E. Marquez	5
309	A. Gutierrez Elementary	Kassandra Serna	5
310	Christ Miracle Center	Thelma Valdez	5
311	Alma Pierce Elementary	Maria Lourdes Polega	5
312	Sanchez/Ochoa Elementary	Deborah Pottin	5

EXHIBIT E

RESOLUTION CENTRAL COUNTING STATION PERSONNEL

WHEREAS the provisions of Section 127.001(a), Texas Election Code, authorize the processing of electronic voting system results in a central counting station and set guidelines to the establishment and organization of said central counting station; and

WHEREAS the City Council of the **CITY OF LAREDO** desires to establish a central counting station and appoint personnel to process optical scan mail ballots, early vote and election day ballots as well as early voting and election day ballots cast electronically on the iVotronic DRE voting units for the November 6, 2012 Joint General Elections, in accordance with Chapter 127, Texas Election Code; and

WHEREAS said City Council of the **CITY OF LAREDO** believes that the processing of these ballots in a central counting station will ensure that they will be processed in a fair and impartial manner thus securing the purity of the election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO** that pursuant to Chapter 127, Texas Election Code, a central counting station is hereby established at the following location, that the following personnel be appointed to serve as stated in said central counting station, and that their respective salaries be established and approved as follows:

(127.001) Central Counting Station Location:	Billy Hall, Jr. Administrative Building 1st Floor Conference Room (1A) 1110 Washington St. Laredo, Texas 78040	
(127.002) Central Counting Station Manager:	Oscar Villarreal	No Fee
(127.003) Tabulation Supervisor:	John Ornes, III	\$ 650.00
(127.004) Assistant Tabulation Supervisors:	Hilda Trevino Tanya Abrego Jaime Garcia Priscilla Trevino Joseph Hernandez	\$ 600.00 \$ 600.00 \$ 600.00 \$ 600.00 \$ 600.00
(127.005) Presiding Judge of Counting Station:	Armando X. Lopez	\$ 10.00/ Hr

The City of Laredo

EXHIBIT F

EARLY VOTING SCHEDULE NOVEMBER 6, 2012 JOINT GENERAL ELECTIONS

MAIN EARLY VOTING SITE

Billy Hall, Jr. Administrative Building, 1110 Washington St.

Monday,	Oct. 22 thru Friday,	Oct. 26, 2012	8:00 am to 5:00 pm
Saturday,	Oct. 27, 2012		8:00 am to 8:00 pm
Sunday,	Oct. 28, 2012		1:00 pm to 6:00 pm
Monday,	Oct. 29 thru Friday,	Nov. 02, 2012	8:00 am to 8:00 pm

PERMANENT BRANCH EARLY VOTING SITES

Finley Elementary School, 2001 Lowry Rd.

Monday,	Oct. 22 thru Friday,	Oct. 26, 2012	8:00 am to 5:00 pm
Saturday,	Oct. 27, 2012		8:00 am to 8:00 pm
Sunday,	Oct. 28, 2012		1:00 pm to 6:00 pm
Monday,	Oct. 29 thru Friday,	Nov. 02, 2012	8:00 am to 8:00 pm

Providence Health Center, 230 Calle Del Norte

Monday,	Oct. 22 thru Friday,	Oct. 26, 2012	9:00 am to 6:00 pm
Saturday,	Oct. 27, 2012		9:00 am to 9:00 pm
Sunday,	Oct. 28, 2012		1:00 pm to 6:00 pm
Monday,	Oct. 29 thru Friday,	Nov. 02, 2012	9:00 am to 9:00 pm

City Hall Annex Building, 1102 Bob Bullock Loop

Monday,	Oct. 22 thru Friday,	Oct. 26, 2012	9:00 am to 6:00 pm
Saturday,	Oct. 27, 2012		9:00 am to 9:00 pm
Sunday,	Oct. 28, 2012		1:00 pm to 6:00 pm
Monday,	Oct. 29 thru Friday,	Nov. 02, 2012	9:00 am to 9:00 pm

Cigarroa Recreation Ctr, 2201 Zacatecas St.

Monday,	Oct. 22 thru Friday,	Oct. 26, 2012	9:00 am to 6:00 pm
Saturday,	Oct. 27, 2012		9:00 am to 9:00 pm
Sunday,	Oct. 28, 2012		1:00 pm to 6:00 pm
Monday,	Oct. 29 thru Friday,	Nov. 02, 2012	9:00 am to 9:00 pm

TEMPORARY BRANCH EV SITES

El Cenizo Community Center, 3519 Cecilia Ln., El Cenizo, Tx

Monday,	Oct. 22 thru Friday,	Oct. 26, 2012	8:00 am to 5:00 pm
Saturday,	Oct. 27, 2012		8:00 am to 8:00 pm
Sunday,	Oct. 28, 2012		1:00 pm to 6:00 pm
Monday,	Oct. 29 thru Friday,	Nov. 02, 2012	8:00 am to 8:00 pm

Henry Cuellar Library, 1701 Centeno Ln., Rio Bravo, Tx

Monday,	Oct. 22 thru Friday,	Oct. 26, 2012	8:00 am to 5:00 pm
Saturday,	Oct. 27,	2012	8:00 am to 8:00 pm
Sunday,	Oct. 28,	2012	1:00 pm to 6:00 pm
Monday,	Oct. 29 thru Friday,	Nov. 02, 2012	8:00 am to 8:00 pm

TEMPORARY MOBILE BRANCH EV SITES**Mobile Branch # 1 (WCISD)**

WCISD Tax Office, 619 Ave F, Bruni, Tx	Oct. 22	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, Tx	Oct. 23	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, Tx	Oct. 24	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, Tx	Oct. 25	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, Tx	Oct. 26	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, Tx	Oct. 26	9:00 am to 8:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 28	12:00 am to 5:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 29	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Oct. 30	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Oct. 31	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov. 2	9:00 am to 8:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov. 1	9:00 am to 8:00 pm

Mobile Branch # 2 (LISD)

Farias Elementary, 1510 Chicago St.	Oct. 22	9:00 am to 5:00 pm
Daiches Elementary, 1401 Green St.	Oct. 23	9:00 am to 5:00 pm
Nixon High School, 2900 N. Malinche Ave.	Oct. 24	9:00 am to 5:00 pm
Santo Nino Elementary, 2702 Bismark St.	Oct. 25	9:00 am to 5:00 pm
Ligarde Elementary, 2800 S. Canada Ave.	Oct. 26	9:00 am to 5:00 pm
MacDonnell Elementary, 1606 Benavides St.	Oct. 27	9:00 am to 8:00 pm
Sanchez/Ochoa Elementary, 211 E. Ash St.	Oct. 28	1:00 am to 6:00 pm
Martin High School, 2000 San Bernardo Ave.	Oct. 29	9:00 am to 8:00 pm
Dovalina Elementary, 1700 W. Anna Ave.	Oct. 30	9:00 am to 8:00 pm
Alma Pierce Elementary, 800 E. Eistetter St.	Oct. 31	9:00 am to 8:00 pm
Cigarroa High School, 2600 Zacatecas St.	Nov. 1	9:00 am to 8:00 pm
Santa Maria Elementary, 3801 Santa Maria Ave.	Nov. 2	9:00 am to 8:00 pm

Mobile Branch # 3 (UISD)

Prada Elementary, 510 Soria Dr.	Oct. 22	9:00 am to 6:00 pm
Perez Elementary, 500 Sierra Vista Dr.	Oct. 23	9:00 am to 6:00 pm
Cuellar Elementary, 6431 Casa Del Sol	Oct. 24	9:00 am to 6:00 pm
Col. Santos Benavides, 10702 Kirby Dr.	Oct. 25	9:00 am to 6:00 pm
Bonnie Garcia Elem., 1453 Concord Hills	Oct. 26	9:00 am to 6:00 pm

Salinas Elementary, 1000 Century Dr.	Oct. 27	9:00 am to 8:00 pm
Malakoff Elementary, 2810 Havana Dr.	Oct. 28	1:00 am to 6:00 pm
United High School, 2811 United Ave.	Oct. 29	9:00 am to 8:00 pm
L. B. J. High School, 5626 Cielito Lindo	Oct. 30	9:00 am to 8:00 pm
Alexander High School, 1600 E. Del Mar	Oct. 31	9:00 am to 8:00 pm
United South HS, 4001 Ave. Los Presidentes	Nov. 1	9:00 am to 8:00 pm
Trautman Middle, 8501 Curly Ln.	Nov. 2	9:00 am to 8:00 pm

Mobile Branch # 4 (LCC)

LCC - Yeary Library, W End Washington St.	Oct. 22	9:00 am to 6:00 pm
LCC - Yeary Library, W End Washington St.	Oct. 23	9:00 am to 6:00 pm
LCC - Yeary Library, W End Washington St.	Oct. 24	9:00 am to 6:00 pm
LCC - Yeary Library, W End Washington St.	Oct. 25	9:00 am to 6:00 pm
LCC - Yeary Library, W End Washington St.	Oct. 26	9:00 am to 12:00 pm
Doctor's Hospital, 10700 McPherson Rd.	Oct. 27	9:00 am to 8:00 pm
Doctor's Hospital, 10700 McPherson Rd.	Oct. 28	1:00 am to 6:00 pm
Doctor's Hospital, 10700 McPherson Rd.	Oct. 29	9:00 am to 8:00 pm
LCC South - Billy Hall Ctr, 5500 S Zapata Hwy.	Oct. 30	9:00 am to 6:00 pm
LCC South - Billy Hall Ctr, 5500 S Zapata Hwy.	Oct. 31	9:00 am to 6:00 pm
LCC South - Billy Hall Ctr, 5500 S Zapata Hwy.	Nov. 1	9:00 am to 6:00 pm
LCC South - Billy Hall Ctr, 5500 S Zapata Hwy.	Nov. 2	9:00 am to 12:00 pm

Mobile Branch # 5 (COL)

City Hall of Laredo, 1110 Houston St.	Oct. 22	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 23	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 24	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 25	8:00 am to 5:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 26	8:00 am to 5:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Oct. 27	9:00 am to 8:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Oct. 28	1:00 am to 6:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Oct. 29	9:00 am to 8:00 pm
Laredo Medical Center, 1700 E. Saunders St.	Oct. 30	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd	Oct. 31	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Nov. 1	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Nov. 2	9:00 am to 12:00 pm

EXHIBIT G

Election Day Sites NOVEMBER 6, 2012 – Joint General Elections

Pct.	Location	Address	City
401	Senior Citizens Home	700 Juarez St.	Laredo
402	McDonnell Elementary School	1606 Benavides St.	Laredo
403	Laredo Civic Center	2400 San Bernardo Ave.	Laredo
404	Richter Courts Hall	1600 Circle Dr.	Laredo
405	Farias Elementary School	1510 Chicago St.	Laredo
406	Santa Maria Elementary School	3801 Santa Maria Ave.	Laredo
407	J. O. Walker Building	5810 San Bernardo Ave.	Laredo
308	Clark Elementary School	500 Hillside Rd.	Laredo
309	A. Gutierrez Elementary School	505 W. Calle Del Norte	Laredo
310	Christ Miracle Center	4400 Sanders Ave.	Laredo
311	Alma Pierce Elementary School	800 E. Eistetter St.	Laredo
312	Sanchez / Ochoa Elem. School	211 E. Ash St.	Laredo
413	Don Jose Gallego Elem. School	520 Clark Blvd.	Laredo
414	Bruni Elementary School	1502 San Eduardo Ave.	Laredo
215	Memorial Middle School	2002 Marcella Ave.	Laredo
416	Salvation Army Building	408 Matamoros St.	Laredo
417	Heights Elementary School	1200 Market St.	Laredo
218	Nixon High School – Annex	2900 N Malinche Ave.	Laredo
219	Milton Elementary School	2502 E. Elm St.	Laredo
220	F. S. Lara Academy	2901 E. Travis St.	Laredo
221	Christ Episcopal Church	2320 E. Lane St.	Laredo
122	Lamar Middle School	1818 N. Arkansas Ave.	Laredo
423	Daiches Elementary School	1401 Green St.	Laredo
124	St. Joseph Church Hall	110 N. Meadow Ave.	Laredo
125	Roche Residence	218 S. España Dr.	Laredo
226	Webb County Appraisal District	3302 Clark Blvd.	Laredo
227	B Johnson Student Activity Ctr.	5208 Santa Claudia Ln.	Laredo
128	Templo Revelación	1102 S. Meadow Ave.	Laredo
129	Santo Nino Elementary School	2702 Bismark St.	Laredo
130	Cigarroa Recreation Center	2201 Zacatecas St.	Laredo
231	Salinas Elementary School	100 Century Dr.	Laredo
132	Prada Elementary School	510 Soria Dr.	Laredo
133	Centeno Elementary School	2710 La Pita Mangana	Laredo
134	D. D. Hachar Elementary School	1000 Espejo Molina Rd	Rio Bravo
135	El Cenizo Community Center	3519 Cecilia Ln.	El Cenizo
136	H. Salinas Community Ctr.	917 N. Main	Mirando City
237	Bruni Community Center	303 E. 12 th St.	Bruni

Pct.	Location	Address	City
238	Seane Tavora Community Ctr.	13014 Hwy. 35	Laredo
239	B P Newmann Elem. School	1300 Alta Vista Dr.	Laredo
340	Laredo Medical Ctr. Ambulatory	7210 McPherson Rd.	Laredo
341	Nye Elementary School	101 E. Del Mar Blvd.	Laredo
342	JP Precinct 4 Building	8501 San Dario Ave.	Laredo
343	United Middle School	700 E. Del Mar Blvd.	Laredo
344	Col. Santos Benavides Elem. School	10702 Kirby Ln.	Laredo
345	United 9 th Grade Campus	8800 McPherson Rd.	Laredo
446	Finley Elementary School	2001 Lowry Rd.	Laredo
447	Muller Elementary School	4430 Muller Memorial Dr.	Laredo
448	F & A Bruni Community Ctr.	452 Rancho Penitas	Laredo
349	United High School (New)	2811 United Ave.	Laredo
350	Callaghan Ranch	1 H 35 N - 27 Miles COL.	Laredo
351	Laredo Medical Center	1700 E. Saunders St.	Laredo
252	United South High School	4001 Ave. Los Presidentes	Laredo
453	Lamar Bruni Vergara City Park	202 W. Plum St.	Laredo
154	LB Johnson High School	5626 Cielito Lindo Blvd.	Laredo
255	Texas A&M Int'l University	5201 University Blvd.	Laredo
356	Borchers Elementary School	9551 Backwoods Trail	Laredo
457	Los Bodines Restaurant/Café	469 Well Ln - Hwy 83 N	Laredo
458	G. Washington Middle School	10306 River Bank Dr.	Laredo
359	Doctors Hospital	10700 McPherson Rd.	Laredo
360	Gallagher Garden Apts.	5118 Gallagher Ave.	Laredo

COUNCIL COMMUNICATION

DATE: 8/6/2012	SUBJECT: MOTION Approval of the 2012 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2012; and setting of the public hearing dates of August 20 th and September 4 th , 2012 for the proposed tax rate of \$0.637000/\$100 value. (This will be the ninth year that the City adopts the same tax rate.)
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INITIATED BY: Horacio A. De Leon, Jr. Assistant City Manager	STAFF SOURCE: Elizabeth Martinez, RTA, Tax Assessor-Collector
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PREVIOUS COUNCIL ACTION:
Every year City Council approves the appraisal roll from Webb County Appraisal District for the development of the City's tax roll, accepts Effective and Rollback Tax Rate calculations, and sets the public hearing dates as required by the Texas Property Tax Code.

BACKGROUND:
Each year the Webb County Appraisal District certifies an appraisal roll to be used as a base for our tax levy. Based on the Certified 2012 Appraisal Roll, as provided by the Webb County Appraisal District on July 25, 2012, we reflect the following:

	Certified Appraisal Roll	Under ARB Review	Certified Grand Total
Total Market Value	\$ 12,545,955,707	\$ 165,181,849	\$ 12,711,137,556
Total Assessed	\$ 12,330,317,763	\$ 160,155,591	\$ 12,490,473,354
Total Taxable Value	\$ 10,550,573,908	\$ 159,830,511	\$ 10,710,404,419
Number of Accounts	83,114	175	83,289

Of the above totals, annexed property and new improvements are as follows:

	Market Value	Taxable Value
Properties annexed after January 1, 2011	\$ 9,044,362	\$ 854,423
New Improvements and New Personal Property	\$ 149,421,020	\$ 140,884,079

Rates in accordance with Truth-in-Taxation guidelines are noted below:

2012 Effective Tax Rate	\$ 0.634164
2012 Rollback Rate	\$ 0.688982

Copies of the certified appraisal roll and effective and rollback calculations are attached.

FINANCIAL IMPACT:
Tax Levy will generate Fiscal Year 2012-2013 revenue for General Fund Maintenance and Operations and Tax Supported Debt.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: Approval of the 2012 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Effective and Rollback Tax Rate calculations for Tax Year 2012; and setting of the public hearing dates of August 20 th and September 4 th , 2012 for the proposed tax rate of 0.637000/\$100 value.
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WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

**CERTIFICATE
OF
VALUATIONS UNDER PROTEST**

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY UNDER PROTEST, PENDING BEFORE THE APPRAISAL REVIEW BOARD AND NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN FOR:

CITY OF LAREDO

FOR THE YEAR 2012, AFTER BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

TOTAL NET TAXABLE VALUE UNDER PROTEST AND NOT INCLUDED ON THE CERTIFIED APPRAISAL ROLL \$ 159,830,511

SIGNED THIS 25th DAY OF JULY, 2012.

A handwritten signature in black ink, appearing to read "Martin Villarreal", is written over a horizontal line.

MARTIN VILLARREAL
CHIEF APPRAISER



WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

**CERTIFICATE
OF
CERTAIN TAXABLE PROPERTIES NOT INCLUDED ON
THE APPRAISAL ROLL**

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY, PURSUANT TO H.B. 2226, REASONABLY LIKELY TO BE ADDED TO THE APPRAISAL ROLL AND TAXABLE BY THE TAXING UNIT BUT THAT WAS NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN:

CITY OF LAREDO

FOR THE YEAR 2012, BEFORE BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

**TOTAL NET TAXABLE VALUE OF CERTAIN
TAXABLE PROPERTIES NOT INCLUDED
ON THE CERTIFIED APPRAISAL ROLL \$ 0**

SIGNED THIS 25th DAY OF JULY, 2012.

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

MARTIN VILLARREAL
CHIEF APPRAISER



WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

**CERTIFICATE
OF
CERTAIN RENDITION RELATED PENALTIES**

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT FOR THE IMPOSITION OF A RENDITION RELATED PENALTY, PURSUANT TO H. B. 2491 AMENDING SEC. 22.28 OF THE TEXAS PROPERTY TAX CODE, WHICH ESTABLISHES THAT THE ASSESSOR SHALL ADD A 10% PENALTY OF THE TOTAL AMOUNT OF TAXES IMPOSED ON THE PROPERTY FOR THAT YEAR AND INCLUDE THE PENALTY IN THE TAX BILL (S) FOR:

CITY OF LAREDO

FOR THE YEAR 2012, THE PENALTY IMPOSED AND APPROVED BY THE CHIEF APPRAISER FOR PROPERTY OWNERS WHO FAILED TO TIMELY FILE A RENDITION STATEMENT OR PROPERTY REPORT REQUIRED BY CHAPTER 22, TEXAS PROPERTY TAX CODE ARE ESTABLISHED ON THE LISTING INCLUDED ON THE CD #3.

SIGNED THIS 25th DAY OF JULY, 2012.

MARTIN VILLARREAL
CHIEF APPRAISER

2012 CERTIFIED TOTALS

Property Count: 83,114

C1 - CITY OF LAREDO
ARB Approved Totals

7/21/2012 2:22:40PM

Land	Value		
Homesite:	1,037,902,756		
Non Homesite:	2,471,605,366		
Ag Market:	213,903,239		
Timber Market:	0	Total Land	(+) 3,723,411,361

Improvement	Value		
Homesite:	2,909,830,135		
Non Homesite:	4,362,265,646	Total Improvements	(+) 7,272,095,781

Non Real	Count	Value		
Personal Property:	8,265	1,542,587,935		
Mineral Property:	552	7,860,630		
Autos:	0	0	Total Non Real	(+) 1,550,448,565
			Market Value	= 12,545,955,707

Ag	Non Exempt	Exempt		
Total Productivity Market:	213,903,239	0		
Ag Use:	945,497	0	Productivity Loss	(-) 212,957,742
Timber Use:	0	0	Appraised Value	= 12,332,997,965
Productivity Loss:	212,957,742	0		
			Homestead Cap	(-) 2,680,202
			Assessed Value	= 12,330,317,763

Exemption	Count	Local	State	Total		
AB	1	86,136,950	0	86,136,950		
DP	1,038	0	0	0		
DV1	223	0	1,632,165	1,632,165		
DV1S	28	0	140,000	140,000		
DV2	140	0	1,233,000	1,233,000		
DV2S	8	0	60,000	60,000		
DV3	157	0	1,583,040	1,583,040		
DV3S	11	0	110,000	110,000		
DV4	261	0	1,644,360	1,644,360		
DV4S	45	0	527,070	527,070		
DVHS	203	0	23,720,188	23,720,188		
DVHSS	2	0	299,719	299,719		
EX	2,679	0	1,193,345,537	1,193,345,537		
EX (Prorated)	35	0	2,557,355	2,557,355		
EX366	272	0	66,160	66,160		
FR	119	214,120,180	0	214,120,180		
GIT	3	728,450	0	728,450		
OV65	7,711	217,586,998	0	217,586,998		
OV65S	760	22,162,993	0	22,162,993		
PC	5	12,089,690	0	12,089,690	Total Exemptions	(-) 1,779,743,855

Net Taxable = 10,550,573,908

Freeze	Assessed	Taxable	Actual Tax	Colling	Count		
DP	75,251,397	72,761,762	429,840.60	463,200.56	944		
OV65	776,798,351	535,527,288	2,987,386.55	3,131,962.95	8,009		
Total	852,049,748	608,289,050	3,417,227.15	3,595,163.51	8,953	Freeze Taxable	(-) 608,289,050
Tax Rate	0.637000						

2012 CERTIFIED TOTALS

Property Count: 83,114

C1 - CITY OF LAREDO
ARB Approved Totals

7/21/2012 2:22:40PM

Freeze Adjusted Taxable = 9,942,284,858

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
66,749,581.70 = 9,942,284,858 * (0.637000 / 100) + 3,417,227.15

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2012 CERTIFIED TOTALS

Property Count: 175

C1 - CITY OF LAREDO
Under ARB Review Totals

7/21/2012 2:22:40PM

Land	Value
Homesite:	813,630
Non Homesite:	44,003,884
Ag Market:	5,021,400
Timber Market:	0

Total Land (+) 49,838,914

Improvement	Value
Homesite:	2,704,700
Non Homesite:	100,789,005

Total Improvements (+) 103,493,705

Non Real	Count	Value
Personal Property:	27	11,849,230
Mineral Property:	0	0
Autos:	0	0

Total Non Real (+) 11,849,230
Market Value = 165,181,849

Ag	Non Exempt	Exempt
Total Productivity Market:	5,021,400	0
Ag Use:	20,100	0
Timber Use:	0	0
Productivity Loss:	5,001,300	0

Productivity Loss (-) 5,001,300
Appraised Value = 160,180,549
Homestead Cap (-) 24,958
Assessed Value = 160,155,591

Exemption	Count	Local	State	Total
EX366	1	0	360	360
FR	2	294,720	0	294,720
OV65	1	30,000	0	30,000

Total Exemptions (-) 325,080

Net Taxable = 159,830,511

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
OV65	805,442	775,442	3,667.97	3,667.97	1
Total	805,442	775,442	3,667.97	3,667.97	1

Freeze Taxable (-) 775,442

Tax Rate 0.637000

Freeze Adjusted Taxable = 159,055,069

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
1,016,848.76 = 159,055,069 * (0.637000 / 100) + 3,667.97

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2012 CERTIFIED TOTALS

Property Count: 83,289

C1 - CITY OF LAREDO

Grand Totals

7/21/2012 2:22:40PM

Land	Value			
Homesite:	1,038,716,386			
Non Homesite:	2,515,609,250			
Ag Market:	218,924,639			
Timber Market:	0	Total Land	(+)	3,773,250,275

Improvement	Value			
Homesite:	2,912,534,835			
Non Homesite:	4,463,054,651	Total Improvements	(+)	7,375,589,486

Non Real	Count	Value		
Personal Property:	8,292	1,554,437,165		
Mineral Property:	552	7,860,630		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				1,562,297,795
				12,711,137,556

Ag	Non Exempt	Exempt		
Total Productivity Market:	218,924,639	0		
Ag Use:	965,597	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	217,959,042	0		12,493,178,514
			Homestead Cap	(-)
			Assessed Value	=
				2,705,160
				12,490,473,354

Exemption	Count	Local	State	Total		
AB	1	86,136,950	0	86,136,950		
DP	1,038	0	0	0		
DV1	223	0	1,632,165	1,632,165		
DV1S	28	0	140,000	140,000		
DV2	140	0	1,233,000	1,233,000		
DV2S	8	0	60,000	60,000		
DV3	157	0	1,583,040	1,583,040		
DV3S	11	0	110,000	110,000		
DV4	261	0	1,644,360	1,644,360		
DV4S	45	0	527,070	527,070		
DVHS	203	0	23,720,188	23,720,188		
DVHSS	2	0	299,719	299,719		
EX	2,679	0	1,193,345,537	1,193,345,537		
EX (Prorated)	35	0	2,557,355	2,557,355		
EX366	273	0	66,520	66,520		
FR	121	214,414,900	0	214,414,900		
GIT	3	728,450	0	728,450		
OV65	7,712	217,616,998	0	217,616,998		
OV65S	760	22,162,993	0	22,162,993		
PC	5	12,089,690	0	12,089,690	Total Exemptions	(-)
						1,780,068,935

Net Taxable = 10,710,404,419

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
DP	75,251,397	72,761,762	429,840.60	463,200.56	944	
OV65	777,603,793	536,302,730	2,991,054.52	3,135,630.92	8,010	
Total	852,855,190	609,064,492	3,420,895.12	3,598,831.48	8,954	Freeze Taxable
Tax Rate	0.637000					(-)
						609,064,492

2012 CERTIFIED TOTALS

Property Count: 83,289

C1 - CITY OF LAREDO
Grand Totals

7/21/2012 2:22:40PM

Freeze Adjusted Taxable = 10,101,339,927

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 $67,766,430.45 = 10,101,339,927 * (0.637000 / 100) + 3,420,895.12$

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

**2012 Effective Tax Rate Worksheet
City of Laredo**

Date: 07/25/2012

See Chapter 2 of the Texas Comptroller's 2012 Manual for Taxing Units Other than Schools for an explanation of the effective tax rate.

1. 2011 total taxable value. Enter the amount of 2011 taxable value on the 2011 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).	\$10,494,416.230
2. 2011 tax ceilings. Counties, cities and junior college districts. Enter 2011 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter 0. If your taxing units adopted the tax ceiling provision in 2011 or a prior year for homeowners age 65 or older or disabled, use this step.	\$598,478.947
3. Preliminary 2011 adjusted taxable value. Subtract Line 2 from Line 1.	\$9,895,937.283
4. 2011 total adopted tax rate.	\$0.637000/\$100
5. 2011 taxable value lost because court appeals of ARB decisions reduced 2011 appraised value.	\$0
A. Original 2011 ARB Values.	\$0
B. 2011 values resulting from final court decisions.	\$0
C. 2011 value loss. Subtract B from A.	\$0
6. 2011 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$9,895,937.283
7. 2011 taxable value of property in territory the unit deannexed after Jan. 1, 2011. Enter the 2011 value of property in deannexed territory.	\$0
8. 2011 taxable value lost because property first qualified for an exemption in 2012. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freport or "goods-in-transit" exemptions.	
A. Absolute exemptions. Use 2011 market value:	\$6,084.542
B. Partial exemptions. 2012 exemption amount or 2012 percentage exemption times 2011 value:	\$7,831.440
C. Value loss. Add A and B.	\$13,915.982
9. 2011 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2012. Use only properties that qualified for the first time in 2012; do not use properties that qualified in 2011.	
A. 2011 market value:	\$2,283.091
B. 2012 productivity or special appraised value:	\$6,100
C. Value loss. Subtract B from A.	\$2,276.991
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$16,192.973
11. 2011 adjusted taxable value. Subtract Line 10 from Line 6.	\$9,879,744.310
12. Adjusted 2011 taxes. Multiply Line 4 by line 11 and divide by \$100.	\$62,933.971
13. Enter the amount of taxes refunded during the last budget year for tax years preceding tax year 2011. Enter the amount of taxes refunded during the last budget year for taxes preceding tax year 2011. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2011. This line applies only to tax years preceding tax year 2011.	\$76,122
14. Taxes in tax increment financing (TIF) for tax year 2011. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2012 captured appraised value in Line 16D, enter 0.	\$0
15. Adjusted 2011 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14.	\$63,010,093
16. Total 2012 taxable value on the 2012 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled.	\$10,550,573.908
A. Certified values	\$0
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	

C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this Line based on attorney's advice):	\$0
D. Tax increment financing: Deduct the 2012 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2012 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below.	\$0
E. Total 2012 value. Add A and B, then subtract C and D.	\$10,550,573.908
17. Total value of properties under protest or not included on certified appraisal roll.	\$136,143.827
A. 2012 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.	\$0
B. 2012 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.	
C. Total value under protest or not certified: Add A and B.	\$136,143.827
18. 2012 tax ceilings. Enter 2012 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0." If your taxing units adopted the tax ceiling provision in 2011 or a prior year for homeowners age 65 or older or disabled, use this step.	\$609,064.492
19. 2012 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$10,077,653.243
20. Total 2012 taxable value of properties in territory annexed after Jan. 1, 2011. Include both real and personal property. Enter the 2012 value of property in territory annexed.	\$854,423
21. Total 2012 taxable value of new improvements and new personal property located in new improvements. "New" means the item was not on the appraisal roll in 2011. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the unit after Jan. 1, 2009, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2012.	\$140,884.079
22. Total adjustments to the 2012 taxable value. Add Lines 20 and 21.	\$141,738.502
23. 2012 adjusted taxable value. Subtract Line 22 from Line 19.	\$9,935,914.741
24. 2012 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100.	\$0.634164/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2012 county effective tax rate.	

A county, city or hospital district that adopted the additional sales tax in November 2011 or in May 2012 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet (Appendix 4) on page 35 of the Texas Comptroller's 2012 Truth-in-Taxation Manual sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

**2012 Rollback Tax Rate Worksheet
City of Laredo**

Date: 07/25/2012

See Chapter 3 of the Texas Comptroller's 2012 Manual for Taxing Units Other than School Districts for an explanation of the rollback tax rate.

26. 2011 maintenance and operations (M&O) tax rate.	\$0.512326/\$100
27. 2011 adjusted taxable value. Enter the amount from Line 11.	\$9,879,744,310
28. 2011 M&O taxes.	\$50,616,498
A. Multiply Line 26 by Line 27 and divide by \$100.	\$0
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2011. Enter amount from full year's sales tax revenue spent for M&O in 2011 fiscal year, if any. Other units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units enter "0."	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2011: Enter the amount of M&O taxes refunded during the last budget year for tax years preceding tax year 2011. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2011. This line applies only to tax years preceding tax year 2011.	\$61,161
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2012 captured appraised value in Line 16D, enter 0.	\$0
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$50,677,659
29. 2012 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$9,935,914,741
30. 2012 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.510045/\$100
31. 2012 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.550848/\$100
32. Total 2012 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses	
A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue (or additional sales tax revenue). Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.	\$13,920,735
B. Subtract unencumbered fund amount used to reduce total debt.	\$0
C. Adjusted debt. Subtract B from A.	\$13,920,735
33. Certified 2011 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2012 debt. Subtract Line 33 from Line 32C.	\$13,920,735
35. Certified 2012 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2012 debt adjusted for collections. Divide Line 34 by Line 35	\$13,920,735
37. 2012 total taxable value. Enter the amount on Line 19.	\$10,077,653,243

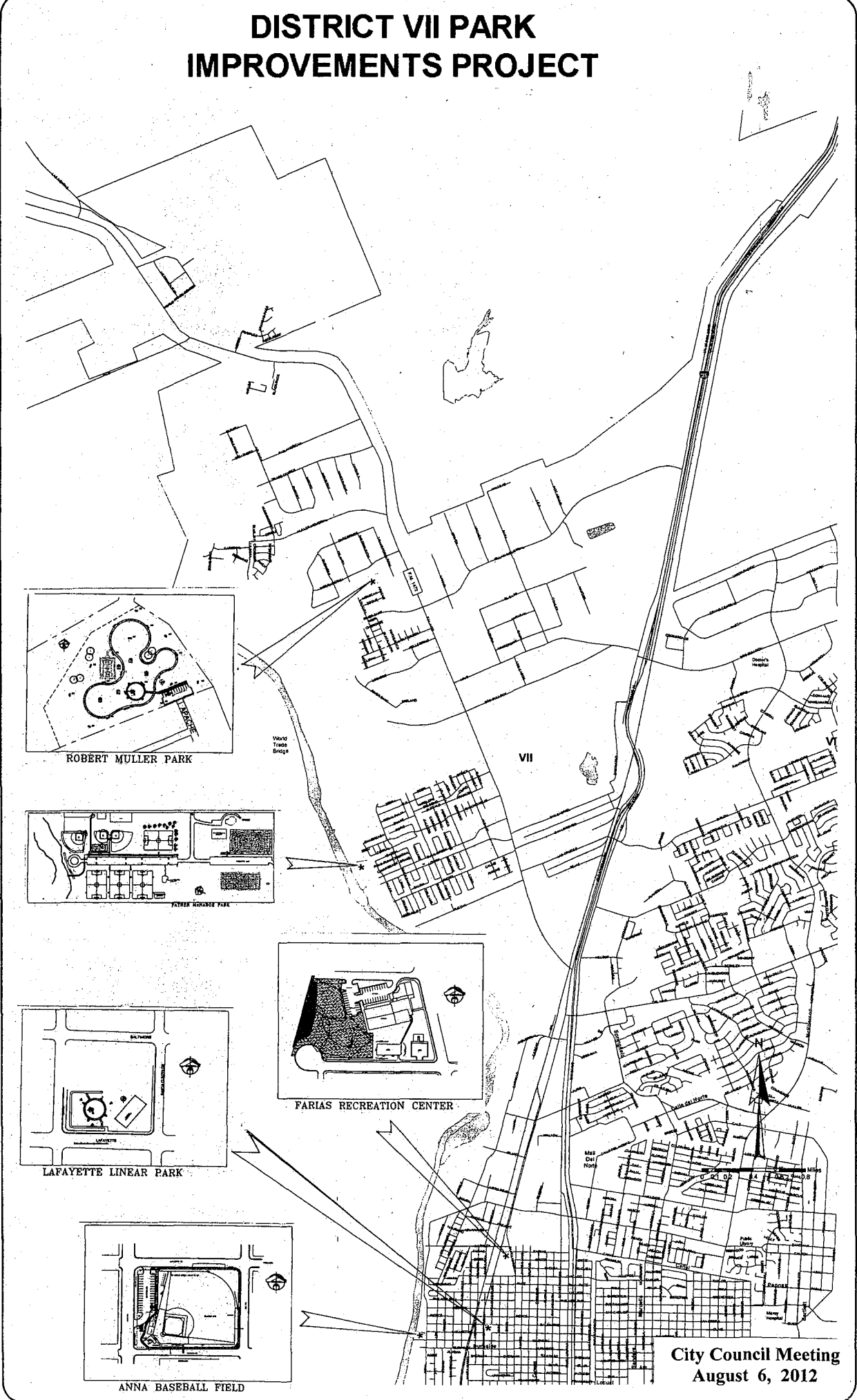
38. 2012 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.138134/\$100
39. 2012 rollback tax rate. Add Lines 31 and 38.	\$0.688982/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2012 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

COUNCIL COMMUNICATION

DATE: 08/06/12	SUBJECT: MOTION Consideration for approval of the District VII Park Improvements Project (Design/Build Project) as complete , release of retainage and approval of final payment in the amount of \$82,492.48 to DEH Construction Co., L.L.C., Laredo, Texas. Final construction contract amount is \$1,649,849.60. Funding is available in the 2009 C.O. and 2010 C.O. Bond.												
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Osbaldo Guzman, Parks and Leisure Director												
PREVIOUS COUNCIL ACTION: On March 21, 2011, City Council approved the selection of DEH Construction for the District VII Park Improvements Project (Design/Build Project) in the amount not to exceed \$1,600,000.00.													
BACKGROUND: The original Scope of work included, but was not limited to: provide surveying, engineering, and architectural services necessary to produce schematics, master plan, construction plans and specifications; and construction / installation of park and recreational improvements at the following sites: <ol style="list-style-type: none"> 1) <u>Anna St. Ball Park</u> Sidewalks, Parking, Batting cage, ADA ramps, sports lighting; and other related amenities. 2) <u>Lafayette Linear Park</u> Playground module next to existing splash park, shade structure for splash park, seating area and parking for soccer field, use for open area next to existing basketball court, overall landscaping; and other related amenities. 3) <u>Farias Rec. Center Area</u> Shade structure for Splash Park and master plan for underdeveloped open area. 4) <u>Father McNaboe Park</u> Storm sewer and erosion control design, new sports lighting system for existing ball fields and soccer fields; lighting for open areas in the south side of the park, new football field; and other related amenities. 5) <u>Robert Muller (Indian Sunset) Park</u> Fishing pier, playground module, basketball court, B-B-Q grills, picnic tables, Park benches, parking; and other related amenities. <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Original contract amount.....</td> <td align="right">\$1,600,000.00</td> </tr> <tr> <td>(Approved by City Council on March 21, 2011)</td> <td></td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right"><u>\$49,849.60</u></td> </tr> <tr> <td>(Approved by City Manager on March 16, 2012)</td> <td></td> </tr> <tr> <td>For sport lighting improvements and to add eighty-three (83) to the contract time.</td> <td></td> </tr> <tr> <td>Final contract amount.....</td> <td align="right">\$1,649,849.60</td> </tr> </table> <p>The project was completed within the contract time allotted.</p>		Original contract amount.....	\$1,600,000.00	(Approved by City Council on March 21, 2011)		Change order no. 1.....	<u>\$49,849.60</u>	(Approved by City Manager on March 16, 2012)		For sport lighting improvements and to add eighty-three (83) to the contract time.		Final contract amount.....	\$1,649,849.60
Original contract amount.....	\$1,600,000.00												
(Approved by City Council on March 21, 2011)													
Change order no. 1.....	<u>\$49,849.60</u>												
(Approved by City Manager on March 16, 2012)													
For sport lighting improvements and to add eighty-three (83) to the contract time.													
Final contract amount.....	\$1,649,849.60												
FINANCIAL IMPACT: Funding is available in the following accounts: Anna St. Ball Park – Account No. 464-9822-535-9598; 464-7722-535-9598 Lafayette Linear Park – Account No. 466-9822-535-5052 Farias Rec. Center Area – Account No. 464-9822-535-9601 Father McNaboe Park – Account No. 466-9822-535-5006; 464-9822-535-4187; 464-7722-535-4187 Robert Muller (Indian Sunset) Park – Account No. 464-9822-535-4263 ; 464-7722-535-4263													
COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.												

DISTRICT VII PARK IMPROVEMENTS PROJECT



City Council Meeting
August 6, 2012

COUNCIL COMMUNICATION

<p>DATE:</p> <p>08 / 06 / 12</p>	<p>SUBJECT: Resolution # 2012-R-059</p> <p>Authorizing the City Manager to accept a grant application in the amount of \$ 96,591 to the Office of Justice Programs, Bureau of Justice Assistance for funding the 2012 JAG or Justice Assistance Grant for the period of October 01, 2012 through September 30, 2016. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.</p>
<p>INITIATED BY:</p> <p>Cynthia Collazo Deputy City Manager</p>	<p>STAFF SOURCE:</p> <p>Gilberto Navarro Interim Chief of Police</p>
<p>PREVIOUS COUNCIL ACTION:</p> <p>Resolution 2012-R-036 to submit the grant application was approved by City Council on May 7, 2012</p>	
<p>ACTION PROPOSED:</p> <p>That City Council approves this Resolution</p>	
<p>BACKGROUND:</p> <p>The Edward Byrne Memorial Justice Assistance Grant Program allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that will simplify the administration process for grantees.</p>	
<p>FINANCIAL: <u>Fund #229</u></p> <p>2012 JAG Grant: *\$ <u>96,591</u></p>	
<p>RECOMMENDATION:</p>	<p>STAFF:</p> <p>Recommends that Council approve this resolution.</p>

RESOLUTION 2012-R-059

Authorizing the City Manager to accept a grant application in the amount of \$ 96,591 to the Office of Justice Programs, Bureau of Justice Assistance for funding the 2012 JAG or Justice Assistance Grant for the period of October 01, 2012 through September 30, 2016. This funding will be used for support staff, equipment and supplies for police operations. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

Whereas, the Office of Justice Programs, Justice Assistance Grant Program, mandates that this grant be divided equally between the City of Laredo and Webb County; and

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

Whereas, this grant will pay to support staff, equipment and supplies for police operations; and

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

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

Section 1: It authorizes the City Manager to accept for a grant in the amount of \$96,591.00 awarded by the Office of Justice Programs, Bureau of Justice Assistance. The grant is 100% funded and will not require a cash match. This funding will be used for support staff, equipment and supplies for police operations for the period of October 1, 2012 through September 30, 2016. The Bureau of Justice Assistance mandates that this grant be divided equally between the City of Laredo and Webb County.

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

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

RAUL SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: RESOLUTION 2012-R-061 AUTHORIZING THE CITY MANAGER TO ACCEPT A CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$1,165,354.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT TUBERCULOSIS PREVENTION AND CONTROL PROGRAM, TUBERCULOSIS ELIMINATION PROGRAM, IMMUNIZATION PROGRAM, PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) PROGRAM, AND THE LOCAL PUBLIC HEALTH SYSTEM, OFFICE OF PUBLIC HEALTH PRACTICES (OPHP) PROGRAM FOR THE TERM PERIOD FROM SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2013.
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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 September 6, 2011, Council approved Resolution 2011-R-084. On May 21, 2012, Council approved Resolution number 2012-R-042 and 2012-R-043. On June 4, 2012, Council approved Ordinance number 2012-O-078 and 2012-O-079.

BACKGROUND:

The Texas Department of Health Services (DSHS) 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 (CLHD), specifically:

For Tuberculosis (TB) control, which continues to be a public health threat risk for Laredo, especially among certain groups in the community, the DSHS is continuing to partner with the CLHD to provide TB care, diagnosis and treatment and continue to provide TB control, treatment and prevention to special populations, as well as continue the Jail Outreach Project, and the “Los Dos Laredos” Bi-national Tuberculosis Project.

For Tuberculosis Elimination Program which provides services for tuberculosis prevention and control consistent with the policies of the American Thoracic Society and Centers for Disease Control (CDC). These services include management of TB cases with emphasis on directly observed therapy (DOT) and patients on treatment of latent TB infection (LTBI), surveillance to identify unreported individuals, infection control procedures, targeted testing of high risk groups, professional education and training for new TB staff and continuing education for current staff and quality assurance.

For the Immunization Program which services adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (up to 35 months of age). The CLHD has incorporated traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies. The program also implements community-based activities to accomplish the required task according to the work plan and guidelines specified by DSHS Immunization Contractors Guide for Local Health Departments. For the past four (4) years, the City of Laredo Health Department Immunization Program has achieved 100% compliance for immunizations levels for children less than two (2) years of age, serving as a model program.

For 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 as to other public health threats and emergencies. In addition to surveillance, disease reporting, disease control activities, public health interventions and lab testing, the 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.

For the Local Public Health System, Office of Public Health Practice (OPHP) which is part of the Federal Block Grant of the Texas Department of State Health Services (DSHS) and works to improve and enhance local public health infrastructure and services by developing objectives to address critical public health threats, disease control, infectious disease surveillance and detection, and health promotion. The program utilizes resources provided through this contract to conduct activities and services that provide or support the delivery of essential public health services as well as assessment, monitoring and evaluating the essential public health services provided, and developing strategies to improve the delivery of essential public health services in identified service areas in compliance with any federal and state laws, rules, and regulations.

BUDGET ON NEXT PAGE

FINANCIAL: Please see Attachment A: Summary of Budget Changes. The total budget remains unchanged.

RECOMMENDATION:

STAFF: Recommends that Council approve the Resolution.

ATTACHMENT A: SUMMARY OF BUDGET CHANGES

	Annual Appropriation	Amended Appropriation	Budget Amendment
DSHS Contract 2013-041412			
REVENUES			
Tuberculosis Control	-	142,893	142,893
Tuberculosis Elimination	199,863	170,859	(29,004)
TB Elimination Program Income	37,984	22,533	(15,451)
Immunization	230,491	230,491	-
Immunization Program Income	131,299	80,426	(50,873)
PHEP	318,285	372,575	54,290
PHEP In-Kind Match	20,000	37,568	17,568
OPHP	306,835	248,536	(58,299)
OPHP Program Income	506,917	248,478	(258,439)
Contributions	352,902	550,217	197,315
EXPENSES			
Tuberculosis Control	-	142,893	142,893
Tuberculosis Elimination	195,247	170,859	(24,388)
TB Elimination Reserve Appr.	22,533	22,533	-
Immunization	273,071	230,491	(42,580)
Immunization Reserve Appr.	24,591	80,426	55,835
PHEP	318,285	410,143	91,858
PHEP In-Kind Match	20,000	37,568	17,568
OPHP	441,344	248,536	(192,808)
OPHP Reserve Appr.	248,478	248,478	-
Reserve Appropriation	347,902	299,524	(48,378)

**TB FEDERAL (6003-HEFT05)
BUDGET**

CATEGORIES	APPROVED BUD	
REVENUES		
DSHS GRANT REVENUE	\$	142,893
TOTAL REVENUES	\$	142,893
EXPENSES		
PERSONNEL	\$	84,337
FRINGE BENEFITS		42,240
TRAVEL		2,600
EQUIPMENT		0
SUPPLIES		356
CONTRACTUAL		9,500
OTHER		3,860
SUB-TOTAL	\$	142,893
TOTAL	\$	142,893

**TB STATE (6005-HETE05)
BUDGET**

CATEGORIES	APPROVED BUD	
REVENUES		
DSHS GRANT REVENUE	\$	170,859
PROGRAM INCOME		33,576
TOTAL REVENUES	\$	204,435
EXPENSES		
PERSONNEL	\$	134,498
FRINGE BENEFITS		36,361
TRAVEL		0
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		0
OTHER		0
SUB-TOTAL	\$	170,859
PROGRAM INCOME		33,576
TOTAL	\$	204,435

**IMMUNIZATIONS (6006-HEIA05)
BUDGET**

CATEGORIES	APPROVED BUD.	
REVENUES		
DSHS GRANT REVENUE	\$	230,491
PROGRAM INCOME		80,426
TOTAL REVENUES	\$	310,917
EXPENSES		
PERSONNEL	\$	152,554
FRINGE BENEFITS		68,985
TRAVEL		1,680
EQUIPMENT		0
SUPPLIES		5,196
CONTRACTUAL		0
OTHER		2,076
SUB-TOTAL	\$	230,491
PROGRAM INCOME		80,426
TOTAL	\$	310,917

**PHEP (6010-HEBT05)
BUDGET**

CATEGORIES	APPROVED BUD.	
REVENUES		
DSHS GRANT REVENUE	\$	372,575
INKIND		37,568
TOTAL REVENUES	\$	410,143
EXPENSES		
PERSONNEL	\$	230,225
FRINGE BENEFITS		92,567
TRAVEL		4,679
EQUIPMENT		0
SUPPLIES		6,525
CONTRACTUAL		9,434
OTHER		29,145
SUB-TOTAL	\$	372,575
IN KIND MATCH		37,568
TOTAL	\$	410,143

**OPHP (6007-HEOP05)
BUDGET**

CATEGORIES	APPROVED BUD.	
REVENUES		
DSHS GRANT REVENUE	\$	248,536
PROGRAM INCOME		351,701
TOTAL REVENUES	\$	600,237
EXPENSES		
PERSONNEL	\$	248,536
FRINGE BENEFITS		0
TRAVEL		0
EQUIPMENT		0
SUPPLIES		0
CONTRACTUAL		0
OTHER		0
SUB-TOTAL	\$	248,536
PROGRAM INCOME		351,701
TOTAL	\$	600,237

RESOLUTION 2012-R-061

AUTHORIZING THE CITY MANAGER TO ACCEPT A CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$1,165,354.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT TUBERCULOSIS PREVENTION AND CONTROL PROGRAM, TUBERCULOSIS ELIMINATION PROGRAM, IMMUNIZATION PROGRAM, PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) PROGRAM, AND THE LOCAL PUBLIC HEALTH SYSTEM, OFFICE OF PUBLIC HEALTH PRACTICES (OPHP) PROGRAM FOR THE TERM PERIOD FROM SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2013.

WHEREAS, The Texas Department of Health Services (DSHS) 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 (CLHD); and

WHEREAS, DSHS is continuing to partner with the CLHD to provide TB care, diagnosis and treatment and continue to provide TB control, treatment and prevention to special populations, as well as continue the Jail Outreach Project, and the “Los Dos Laredos” Bi-national Tuberculosis Project.

WHEREAS, DSHS continues to support the Tuberculosis Elimination Program which provides services for tuberculosis prevention and control consistent with the policies of the American Thoracic Society and Centers for Disease Control (CDC); and

WHEREAS, the Immunization Program services adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (up to 35 months of age); and

WHEREAS, through partnerships with DSHS and Centers for Disease Control and Prevention, CLHD 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 as to other public health threats and emergencies; and

WHEREAS, The Local Public Health System, Office of Public Health Practice (OPHP) works with CLHD to improve and enhance local public health infrastructure and services by developing objectives to address critical public health threats, disease control, infectious disease surveillance and detection, and health promotion.

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

Section 1: The City Manager is hereby authorized to accept the contract with the Department of State Health Services in the amount of \$1,165,354.00 for the City of Laredo Health Department clinical and preparedness programs for the term period beginning September 1, 2012, through August 31, 2013.

Section 2: Revenues and expenditures are hereby modified in accordance with the DSHS Contract. The total budget remains the same.

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.

**RAUL G. SALINAS
MAYOR**

ATTEST:

**GUSTAVO GUEVARA, JR.
CITY SECRETARY**

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

BY: _____
**KRISTINA L. HALE
ASSISTANT CITY ATTORNEY**

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: RESOLUTION NO. 2012-R-063 A resolution expressing official intent to reimburse the Solid Waste Fund of the City with tax-exempt obligation proceeds costs associated with the construction of a disposal cell for the Laredo Municipal Landfill.	
INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Horacio De León, Assistant City Manager Rosario Camarillo-Cabello, Finance Director	
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: In order to fund the partial construction of a disposal cell for the Laredo Municipal Landfill, the Solid Waste Fund will be advancing \$2,225,800.00 from its fund balance. A proposed future bond issue will reimburse the advance funds to the Solid Waste Fund.		
FINANCIAL IMPACT: Funds will be advanced from the Solid Waste Fund to partially fund a disposal cell for the Laredo Municipal Landfill.		
COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Approval of Reimbursement Resolution	

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council were duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached copy of said Resolution for all purposes.

SIGNED AND SEALED THE _____ DAY OF _____, 2012.

Mayor

City Secretary

(CITY SEAL)

**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**

COUNCIL COMMUNICATION

<p>DATE: 8-6-12</p>	<p>SUBJECT: Motion(s) Authorizing the award of a contract in the amount of \$100,205 to The Collaborative Inc for the development of the ADA Paratransit Plan Update. The Laredo Metropolitan Planning Organization (MPO) has budgeted \$101,238 for this project using federal planning grant (PL112) funds.</p>
<p>INITIATED BY: Laredo Metropolitan Planning Organization (MPO)</p>	<p>STAFF SOURCE: Horacio De Leon, Assistant City Manager Nathan Bratton, Director of Planning</p>
<p>PREVIOUS COUNCIL ACTION: On June 18th, 2012, City Council approved a motion authorizing the selection of the consultant and authorized Staff to enter into negotiations.</p>	
<p>BACKGROUND: The City of Laredo is the fiscal agent for the MPO and as such provides financial services to the MPO. The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO during the 2011-2012 fiscal period. The development of the ADA Paratransit Plan Update is an objective of the 2012 Unified Planning Work Program, adopted by the MPO in Subtask 5.2.</p> <p><u>The objectives of the study are as follows (also see attached RFP):</u></p> <ol style="list-style-type: none"> 1) Evaluation of the current response time for reservations for paratransit service. 2) Evaluation of current days and hours of paratransit service. 3) Identify capacity constraints. 4) Analyze service area and response time. 5) Analyze eligibility requirements for paratransit service. 6) Estimate present and future demand for paratransit service. 7) Ensure public participation in the development of the study, which shall include but not be limited to presentations to the MPO Technical and Policy Committees, City Council/ Mass Transit Board. 8) The Paratransit Plan Update shall meet all requirements for MPO certification. The plan shall also meet all state and federal requirements, including but not limited to Title 49, Part 37 of the Code of Federal Regulations. 9) To provide recommendations regarding changes necessary to support or optimize paratransit services including the possibility of Taxi services or other transportation alternatives for dialysis patients. All recommended alternatives shall include a detailed cost estimate. 10.) Evaluate current Rider's Policies & Procedures and Eligibility Application. 11.) Evaluate the efficiency of the current Trapeze Software Scheduling Program for appointments and management reports. 12.) Evaluate the current telephone system with the possibility implementing an IVR system. 13.) Evaluate the role of the Paratransit Advisory Committee (PAC) and presentation to the ADA Plan Update. 14.) Evaluate the privatization opportunities for the paratransit service. 	
<p>FINANCIAL IMPACT: Funding for the project is from account 101-2112-513-5526 using federal planning grant (PL112) funds.</p>	
<p>COMMITTEE RECOMMENDATION: Approval</p>	<p>STAFF RECOMMENDATION: Approval</p>

STATE OF TEXAS §
COUNTY OF WEBB §

KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the **LAREDO URBAN TRANSPORTATION STUDY (LUTS)**, which is the designated Metropolitan Planning Organization (MPO) for the City of Laredo Metropolitan urbanized area, and a portion of Webb County, hereinafter called the MPO, and The Collaborative, Inc., hereinafter called the Consultant, **For Professional Services In The Development of the ADA Paratransit Plan Update.**

WITNESSETH

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the City of Laredo Metropolitan urbanized area, and a portion of Webb County, and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the Texas Department of Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to develop **the ADA Paratransit Plan Update** for the Laredo Metropolitan Area, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and,

WHEREAS, the Policy Committee of the L.U.T.S. includes the Mayor of the City of Laredo, three members of the Laredo City Council, the County Judge of Webb County, two county commissioners, the State Representatives (ex-officio) and State Senator (ex-officio), the Laredo District Administrator of the Texas Department of Transportation ("TxDOT") and the Deputy District Engineer of TxDOT; and,

WHEREAS, the City of Laredo acts as the fiscal agent for the L.U.T.S.; and,

WHEREAS, the City of Laredo ("City"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and,

WHEREAS, of the **ADA Paratransit Plan Update** is approved in the 2012 Unified Planning Work Program pursuant to the requirements of the Intermodal Surface Transportation Efficiency Act of 1991 (23 U.S.C. 134), the Transportation Equity Act for the 21st Century, and the Safe,

Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005; and,

WHEREAS, the Collaborative Inc., ("Consultant") is a professional corporation, incorporated in Massachusetts and one whose subcontractor's local place of business is 10415 Morado Circle, Building II, Suite 340, Austin, TX 78759 and,

WHEREAS, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of **the ADA Paratransit Plan Update** for the Laredo metropolitan area;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows.

ARTICLE I- CONTRACT PERIOD

Upon execution of this contract, Consultant shall not proceed with the scope of work outlined under Article II until authorized in writing by the Transportation Planning Director of the L.U.T.S. to proceed as provided in Article XXV - Notice To Proceed. This contract shall terminate at the close of business on September 30, 2013 unless extended by a written supplemental agreement duly executed by the parties prior to the date of termination, as provided in Article XXVII - Supplemental Agreements, or otherwise terminated as provided by Article XIV - Termination. Any work performed or costs incurred after the date of termination shall be ineligible for reimbursement.

Consultant shall notify the Transportation Planning Director of the L.U.T.S. in writing as soon as possible if it determines, or reasonably anticipates, that the work under this contract cannot be completed before the termination date, and the Transportation Planning Director of the L.U.T.S. may, at his sole discretion, extend the contract period by timely supplemental agreement as provided in Article XXVII - Supplemental Agreements. Consultant shall allow adequate time for review and approval of the request for time extension by the L.U.T.S. prior to the expiration of this contract.

ARTICLE II- RESPONSIBILITIES OF THE PARTIES

Consultant shall perform those services for fulfillment of the contract identified in *Attachment A - Scope of Services and Work Schedule*, attached hereto, incorporated by reference, and made a part hereof for all purposes. The Work Schedule incorporated in Attachment A shall contain a complete schedule so that Consultant's Scope of Services under this contract can be accomplished within the specified time and contract cost. The Work Schedule shall provide a specific work sequence and review times by the L.U.T.S. and Consultant of the work performed. If the review time shall take longer than shown on the work schedule, through no fault of Consultant, additional time may be authorized by the L.U.T.S. under a supplemental agreement if so requested upon timely written request from Consultant and approved in writing by the Transportation Planning Director of the L.U.T.S.

ARTICLE III- COMPENSATION

The L.U.T.S. shall pay up to \$100,205 as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

Consultant shall prepare and submit to the Transportation Planning Director of the L.U.T.S. progress reports in sufficient detail to support the progress of the work and in support of invoice(s) precedent to requesting payment for services rendered. Satisfactory progress of work shall be maintained as a condition of payment.

Payments to Consultant for services rendered will be made while work is in progress. Consultant will prepare and submit to the Transportation Planning Director of the L.U.T.S., no more frequently than once per month, a progress report stating the percent completion of the work accomplished during the billing period and to date, and one original and one copy of an invoice. The submittal shall also include a project assessment report. Payment of the lump sum fee will be in proportion to the percentage completion of work tasks identified in Attachment A. Upon receipt and approval of each complete statement, the L.U.T.S. shall make a good faith effort to pay within 30 working days.

The L.U.T.S. shall reserve the right to withhold payment pending verification of satisfactory work performed. Consultant shall be required to submit adequate proof that the task was completed. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

The progress report shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current statement. Five percent (5%) of each partial payment shall be withheld pending completion of the scope of work to be performed under this contract. Final payment of any money due shall be made to Consultant once satisfactory completion of all services and obligations covered in this contract, including acceptance of work by the Transportation Planning Director of the L.U.T.S., except as provided below. The release of any retainage does not relieve Consultant of the responsibility for correcting any errors and/or omissions resulting from its negligence.

ARTICLE IV- CONTRACT AMENDMENTS

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by the Transportation Planning Director of the L.U.T.S.

ARTICLE V- ADDITIONAL WORK

If Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the Transportation Planning Director of the L.U.T.S. in writing. In the event that the Transportation Planning Director of the L.U.T.S. finds that such work does constitute additional work and will exceed the maximum

amount specified in Article III, the L.U.T.S. shall so advise the Consultant and a written supplemental agreement may be executed between the parties as provided in Article XXVII- Supplemental Agreements. Consultant shall not perform any additional work or incur any additional costs prior to the signing, by both parties, of a supplemental agreement. The L.U.T.S. shall not be responsible for the actions of Consultant or any costs incurred by Consultant relating to additional work not directly associated with the performance authorized in this contract, or as amended.

ARTICLE VI- CHANGES IN WORK

If the L.U.T.S. finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, Consultant shall make such revisions if requested and as directed by the Transportation Planning Director of the L.U.T.S. This will be considered additional work and paid for as specified in Article V - Additional Work.

Consultant shall make such revisions to the work authorized in this contract, which have been completed as are necessary to correct errors appearing therein, when required to do so by the L.U.T.S. No additional compensation shall be paid for this work.

ARTICLE VII- INDEMNIFICATION

Consultant shall save and hold harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from all claims and liability due to the activities of itself, its agents or employees, performed under this contract and which are caused by or result from negligent error, omission, or act of Consultant or of any person employed by Consultant. Consultant shall also save harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from any and all expense, including but not limited to, reasonable attorney fees which may be incurred in litigation or otherwise resisting said claim or liabilities which may be imposed as a result of the activities of Consultant, its agents or employees.

ARTICLE VIII- INSPECTION OF WORK

The L.U.T.S., the Texas Department of Transportation, and the U.S. Department of Transportation and any authorized representatives, shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of Consultant or a subcontractor, Consultant shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the representatives of the L.U.T.S., the Texas Department of Transportation, or the U.S. Department of Transportation.

ARTICLE IX- DISPUTES

The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work. The MPO shall act as referee in all disputes regarding non - procurement issues, and the MPO's decision shall be final and binding.

ARTICLE X- NONCOLLUSION

Consultant warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the L.U.T.S. shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE XI- REPORTING

Consultant shall from time to time during the progress of the work, confer with the L.U.T.S. Consultant shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Transportation Planning Director of the L.U.T.S., in order to evaluate the features of the work.

Pursuant to Attachment A, upon the request of the Transportation Planning Director of the L.U.T.S. or Consultant, conferences shall be provided at the offices of the L.U.T.S., or at any other locations designated by the Transportation Planning Director of the L.U.T.S. These conferences shall also include evaluation of the services and work of Consultant when requested by the L.U.T.S. All work performed pursuant to the contract is subject to review by the Laredo District Office of the Texas Department of Transportation and the U.S. Department of Transportation.

Consultant shall promptly advise the Transportation Planning Director of the L.U.T.S. in writing of events that have significant impact upon the progress of work, including but not limited to:

- (1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated;
- (2) Favorable developments or events which enable work schedule goals to be completed sooner than anticipated or scheduled.

All notices to either party by the other required under this contract shall be personally delivered or mailed to such party as follows:

BY CERTIFIED MAIL OR HAND DELIVERY

Nathan Bratton
Transportation Planning Director
P.O. Box 579
Laredo, Texas 78042-0579

David Chai
The Collaborative, Inc.
122 South Street
Boston, MA 02111

ARTICLE XII- RECORDS

The L.U.T.S., the City of Laredo, the Texas Department of Transportation, and the U.S. Department of Transportation shall have the right to examine the books and records of Consultant for the purpose of checking the amount of work performed at the time of contract termination. Consultant shall maintain all books, records, documents, papers, accounting records and other evidence pertaining to costs incurred for a period of four years from the date of final contract payment or until pending litigation has been fully and completely resolved, whichever occurs last. Records pertinent to this contract shall be made available for inspection during normal business hours to the authorized representatives of the L.U.T.S., the City of Laredo Finance Department, the Texas Department of Transportation, U.S. Department of Transportation, and the Comptroller General.

ARTICLE XIII- SUBCONTRACTS

Consultant shall not assign, subcontract, or transfer any portion of the work under this contract without the prior written approval of the Transportation Planning Director of the L.U.T.S., which approval shall not be unreasonably withheld. All sums due and payable under this contract shall be made to the order of Consultant and to no other. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the Transportation Planning Director of the L.U.T.S. prior to work being performed under the subcontract. No subcontract relieves Consultant of responsibilities for performance under this contract.

ARTICLE XIV- TERMINATION

The contract may be terminated before the stated termination date by any of the following conditions:

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) In writing, by the Transportation Planning Director of the L.U.T.S. as a consequence of Consultant's failure to perform the services set forth herein.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein with proper notice given.
- (4) Upon thirty (30) days written notice to Consultant.
- (5) By satisfactory completion of all services and obligations described herein.

Should the L.U.T.S. terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall be paid to Consultant. Compensation for work at termination will be based on the percentage of work completed at that time. The value of work charged during the time after notice of termination is received shall not exceed the value of the work performed in the preceding thirty-day period.

If Consultant defaults in the performance of this contract or if the L.U.T.S. terminates this contract for fault on the part of Consultant, consideration will be given to the actual costs incurred by Consultant in performing the work up to the date of default. This includes the amount of work that was satisfactorily completed, the value of the work that is usable, the cost of securing a substitute consultant for completion of the work, and other factors affecting the value of the work performed at the time of default.

The termination of this contract and the payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the L.U.T.S. and Consultant, except the obligations set forth in Article XVI - Compliance with Laws of this agreement. If the termination of this contract is due to the failure of Consultant to fulfill its contract obligations, the L.U.T.S. staff may complete the work. In such case, Consultant shall be liable for any additional cost occasioned by such failure.

ARTICLE XV- REMEDIES

Any violation of contract terms or breach of contract by Consultant shall be grounds for termination of the contract and any increased cost arising from the default of Consultant shall be paid solely by Consultant.

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

ARTICLE XVI- COMPLIANCE WITH LAWS

Consultant shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and orders and decrees of any court or administrative body or tribunal in any manner affecting the performance of this contract, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Consultant shall furnish in writing satisfactory proof of its compliance therewith.

ARTICLE XVII- SUCCESSORS AND ASSIGNS

The L.U.T.S. and the Consultant each binds itself, its successors, executors, assigns and administrators to each other party of this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this contract. Neither the L.U.T.S. nor the Consultant shall assign, sublet, or transfer its interest in this contract without written consent of the other.

ARTICLE XVIII- OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created, or collected under the terms of this contract are the exclusive property of the L.U.T.S. and shall be furnished to the Transportation Planning Director of the L.U.T.S. upon request. All documents prepared by Consultant and all documents furnished by Consultant shall be delivered to the Transportation Planning Director of the L.U.T.S. upon completion or termination of this contract. Consultant, at its own expense, may retain copies of such documents or any other data that it has furnished to the L.U.T.S. under this contract. The release of any information shall be in conformance with the Texas Open Records Act.

ARTICLE XIX- SIGNATORY WARRANTY

The undersigned signatory for the Consultant hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of his firm. The above-stated representations and warranties are made for the purpose of inducing the L.U.T.S. to enter into this contract.

ARTICLE XX- CONSULTANT RESOURCES

Consultant shall furnish and maintain, at its own expense, quarters for the performance of all services, and adequate and sufficient personnel and equipment to perform the services required. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Any employee of Consultant who, in the opinion of the Transportation Planning Director of the L.U.T.S. is incompetent, or whose conduct becomes detrimental to the work shall immediately be removed from association with the project when so instructed in writing. Consultant certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or will be able to obtain such personnel from sources other than the L.U.T.S.

Any change in the Project Manager shall be requested in writing and approved in writing by the Transportation Planning Director of the L.U.T.S.

ARTICLE XXI- EQUAL EMPLOYMENT OPPORTUNITY

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

ARTICLE XXII- NONDISCRIMINATION

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. *Compliance with Regulations:* The Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21 and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the L.U.T.S., the Texas Department of Transportation or the U.S. Department of Transportation

to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the L.U.T.S., the Texas Department of Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance*: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Texas Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or,
- b. Cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions*: The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the L.U.T.S. may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the L.U.T.S. to enter into such litigation to protect the interests of the L.U.T.S.; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XXIII- MINORITY BUSINESS ENTERPRISES

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

The Consultant and any subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the L.U.T.S., may result in termination of the contract by the L.U.T.S. or other such remedy as the L.U.T.S. deems appropriate.

ARTICLE XXIV- DELINQUENT TAX CERTIFICATION

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the Transportation Planning Director of the L.U.T.S.

ARTICLE XXV- NOTICE TO PROCEED

The Transportation Planning Director of the L.U.T.S. will issue a written authorization to proceed with the work identified in the scope of services. The L.U.T.S. shall not be responsible for actions by Consultant or any costs incurred by Consultant relating to additional work not included in Attachment A - Scope of Services.

ARTICLE XXVI- SUSPENSION

Should the L.U.T.S. desire to suspend the work, but not terminate the contract, this may be done by giving thirty (30) days verbal notification followed by written confirmation from the Transportation Planning Director of the L.U.T.S. to that effect. The thirty-day notice may be waived in writing by both parties. The work may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Transportation Planning Director of the L.U.T.S. to resume work. The sixty-day notice may be waived by both parties in writing. If the L.U.T.S. suspends the work, the contract period as determined in Article I- Contract Period is not affected and the contract will terminate on the date specified unless the contract is amended.

The L.U.T.S. assumes no liability for work performed or costs incurred prior to the date of the notice to proceed authorized by the L.U.T.S. to begin work, during periods when work is suspended, or subject to contract completion date.

ARTICLE XXVII- SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the L.U.T.S. determines that there has been a significant change in the:

- (1) Scope, complexity, character of the service to be performed; or
- (2) The duration of work.

Additional compensation, if appropriate, shall be identified in writing as provided in Article III- Compensation, and the supplemental agreement shall state what, if any, additional compensation shall be provided. The Transportation Planning Director of the L.U.T.S. shall issue a notice to proceed for work authorized under the supplementary agreement in accordance with the provisions of Article XXV- Notice to Proceed. Any supplemental agreement must be executed in writing by both parties within the contract period specified in Article I - Contract Period.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by Consultant until full execution of the supplemental agreement and authorization to proceed is granted. The L.U.T.S. reserves the right to withhold payment pending verification of satisfactory work performed in accordance with Article III-Compensation of this agreement.

ARTICLE XXVIII- SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval before a final report is issued. The comments of the Transportation Planning Director of the L.U.T.S. shall be noted and addressed in the final report.

ARTICLE XXIX- INSURANCE

Consultant shall furnish a properly completed Certificate of Insurance, in a form approved by the fiscal agent of the L.U.T.S. prior to beginning work under this contract and shall maintain such insurance through the contract period.

ARTICLE XXX- GRATUITIES

No member of the L.U.T.S. shall accept any benefits, gifts or favors from any person doing business with the L.U.T.S. under this contract, nor shall any person doing business with or who may reasonably do business with the L.U.T.S. under this contract make an offer of benefits, gifts, or favors to L.U.T.S. personnel or staff.

ARTICLE XXXI- DEBARMENT, SUSPENSION AND DISCIPLINARY ACTION

By execution of this agreement, Consultant warrants that it has not been disbarred, suspended, or subject to disciplinary action which would affect its ability to perform the services contracted. It further warrants that it is in compliance with regulations relating to Equal Employment Opportunity and Civil Rights Regulations.

ARTICLE XXXII- PATENT AND COPYRIGHT

The L.U.T.S., the Texas Department of Transportation, and the U.S. Department of Transportation shall have the non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize the use by others any reports developed by Consultant for governmental purposes.

ARTICLE XXXIII- SEVERABILITY

In the event any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXXIV- PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral contract between the parties respecting the subject matter defined herein.

ARTICLE XXXV- FORCE MAJEURE

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority,

civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

ARTICLE XXXVI- APPLICABLE LAW

This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable in Webb County, Texas.

IN WITNESS WHEREOF, the Laredo Urban Transportation Study acting by and through its fiscal agent the City of Laredo and its designated City Manager, and The Collaborative have executed this agreement in duplicate originals, each of equal dignity.

EXECUTED this the _____ day of _____, 2012.

Carlos Villarreal, City Manager
City of Laredo

Joseph Brevard, President
The Collaborative, Inc.

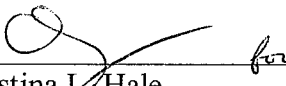
ATTEST:

ATTEST:

Gustavo Guevara, Jr.
City Secretary

Notary Public
My Commission expires _____.

APPROVED AS TO FORM



Kristina L. Hale
Assistant City Attorney

ATTACHEMENT A
SCOPE OF SERVICES AND WORK SCHEDULE

Scope of Services

The Collaborative, Inc. will perform the following Scope of Services to meet the requirements of the Laredo Urban Transportation Study (LUTS) to prepare the ADA Paratransit Plan Update. The work will include the following seven tasks.

Task 1 – Project Kickoff Meeting

The Project Manager will meet with LUTS and El Metro staff in Laredo within three (3) weeks of project initiation discuss the project, to have an initial look of El Lift operations and begin to form a set of priorities for the consultant team to focus on during the Task 3 site visit.

Task 2 – Prepare for Evaluation

To make best use of our time during the data collection and evaluation activities (Task 3 and Task 4), we will prepare a list of data and other material to be sent to us in advance of the evaluation. This includes the items listed in Table 1, which also has a list of information we want to have available while in Laredo. This also includes sample eligibility and operations material for El Lift. We will also request information about other service providers in Laredo and any anticipated changes to paratransit service. We will work with LUTS staff to determine the boundaries of the study area.

Work in Task 2 will also include a series of telephone interviews with current riders of El Lift. We will use a structured interview guide to ensure consistency in the topics covered in all interviews.

We will submit the list of material and data to LUTS within 2 weeks of the project start date. For material not in electronic format that we are seeking in advance, the Project Manager may be able to collect at the Task 1 Kickoff Meeting.

As we receive this material and data, we will review and analyze respective components of El Lift (e.g., eligibility determination, service criteria, reservations and scheduling). We will prepare a set of notes with preliminary analysis, along with questions and topics for follow-up during the evaluation.

Work for Task 2 will begin after the Kickoff Meeting and continue until the Task 3 Evaluation.

Table 1 – Material to Request in Advance of Task 3 Evaluation

Requested Information to be Mailed to the Collaborative
1. A description of how the ADA complementary paratransit service is structured and provided, including: <ul style="list-style-type: none"> ◦ How are trip requests/reservations handled and where are reservations taken? ◦ How trips are scheduled? ◦ How dispatching is handled?
2. A copy of the current contract(s), if service is contracted out in part or in total.
3. A copy of your ADA complementary paratransit “Operator Manual” and copies of your Rider Policies and Procedures.
4. A description of ADA complementary paratransit service standards, including: <ul style="list-style-type: none"> ◦ The on-time performance standards: how is “on-time” defined and what is the goal for their percentage of trips provided within the standard? ◦ What standards have been set regarding acceptable numbers or percentages of trip denials? ◦ The travel time standard: what travel time is considered comparable or too long and what is the goal for the percentage of trips provided within this standard?
5. Telephone call-handling standards: what is the standard for hold time and/or call pickup and what is the goal for their percentage of calls within this standard?
6. Samples of driver manifests.
7. The number of ADA complementary paratransit trips served and trips denied for the three most recent fiscal years, including the current year.
8. Copies of the system map for fixed route services.
Material and/or Assistance to be Available to the Collaborative for Evaluation
1. Copies of completed driver manifests for the most recent 6-month period (for each carrier).
2. A list of complaints related to ADA complementary paratransit capacity constraints in the past year. The list should include all complaints related to trip denials, trip limits, on-time performance, lengthy trips, phone capacity issues, etc. showing customer’s name, trip origin, date and type of complaint, carrier, and resolution (any corrective actions requested and taken).
3. Work shift assignments for reservationists (call-takers), schedulers, and dispatchers
4. Access to personnel records showing date of hire and termination for reservationists (call-takers), schedulers, dispatchers, drivers, and road supervisors
5. Current paratransit fleet roster with vehicle type, accessible spaces, model year, and odometer reading.
6. Access to most recent 6 months of daily vehicle pullout records showing late pullouts and closed runs.
7. Vehicle availability reports for most recent 6 months.

Material and/or Assistance to be Available to the Collaborative for Evaluation (continued)

- | |
|---|
| 8. The following ADA complementary paratransit data, by month, for the last 6 months (paper copies as well as in electronic format, if available): <ul style="list-style-type: none">• Trips requested, trips scheduled, trips denied, canceled trips, no-shows, missed trips, trips provided• A breakdown of trips requested, scheduled, and provided by carrier / provider.• A listing of trips denied each month showing customer's name, origin, requested destination, day and time, and if the person was ambulatory or uses a wheelchair.• On-time performance information (by carrier if there are multiple carriers in the system).• List of trips that exceeded 60 minutes showing the customer name, origin, destination, day and time, if the person was ambulatory or uses a wheelchair; and the total time on-board.• List of passenger no-shows and carrier missed trips with negotiated pickup times and actual vehicle arrival and departure times• Telephone call management records (if available) showing hold times by hourly or half-hourly periods and day, total call volume, calls answered and abandoned. |
| 9. The following eligibility information: <ul style="list-style-type: none">• Copy of application form• Eligibility guidelines and any assessment or interview forms• Samples of all letters of determination• Other letters related to incomplete applications, appeals, and other eligibility issues• Total number of individuals registered for ADA complementary paratransit service• Most recent 12 months of data for: applications received, completed applications, and determinations of unconditional eligibility, conditional eligibility, temporary, eligibility, and not eligible• Any documentation and correspondence related to no-show suspensions• Access to eligibility files and appeals records |
| 10. Copies of vehicle pre-trip inspection form and preventative maintenance form. |
| 11. Assistance with viewing and capturing parameters used in scheduling software. |
| 12. Assistance with viewing and collecting data on vehicle run structures and peak pullout requirements. |

Task 3 – Conduct Evaluation

The Collaborative will spend at least one workweek in Laredo to conduct the evaluation. We will complete several tasks in order to understand the operations and policies of El Lift service. We will have 4-5 consultants working in Laredo to complete Task 3 and Task 4 (Meetings). Through both our direct work with transit systems and more than 50 ADA paratransit reviews conducted on behalf of the Federal Transit Administration, we know what questions to ask and which observations reveal correct (or incorrect) practices. We also have considerable experience with paratransit systems that use Trapeze software. Table 2 presents a list of the range of activities we will perform while in Laredo.

Table 2 – Task 3 Evaluation and Data Collection Activities

Review overall management and operating structure of the paratransit operation
Review Rider Policies and Procedures and compare to actual El Metro practices
Evaluate eligibility determination process, including: written application, evaluation process, timeliness of decision-making, suspension, appeals and recertification processes, and reasonableness of eligibility determinations
Review customer complaints and complaint process
Review fixed route fares, service area, and service hours
Review telephone call management system
Interview schedulers, dispatchers, managers
Observe call-taking and dispatching
Interview drivers
Review budgeting process
Evaluate appropriateness of resources (staff, vehicles, other equipment) available for paratransit service

In addition, we will conduct various types of analysis while in Laredo. Spreadsheet templates that we have developed to make data entry and analysis more efficient will facilitate the analysis effort. We will tailor the parameters in the templates (e.g., pickup and drop-off windows) to match the El Lift service standards. Examples of the types of data analysis include:

- Eligibility determination: average and range of days needed by El Metro to process applications for paratransit eligibility—both new and recertifications.
- Telephones: hold times for reservations and other customer service.
- Trip denials: determine if El Lift had trip denials.
- On-time performance: relative to current El Lift standards, for both pickups and drop-offs.
- Long trips: the average trip lengths and portion of long trips relative to comparable fixed route trips.
- Projected future ridership demand: based on the characteristics of the Laredo service area, riders, and using the model developed by the Transit Cooperative Research Program.

When there are concerns with poor performance, we will conduct further analysis to determine if there are patterns or particular characteristics of trips with poor performance, e.g., time of day, geographic region, particular destinations.

Because the demand for El Lift service is also affected by the accessibility of El Metro bus service, we will also gather and analyze data on the fixed route fleet, availability of information on accessible buses, and training of fixed route staff for accommodating persons with disabilities.

At the end of our site visit, we will meet with LUTS and El Metro staff to present preliminary findings of our work.

Attachment A

Specific activities and a proposed daily schedule of the Task 3 and Task 4 activities will be included in the Task 1 Work Plan. We plan to spend a full workweek (5 days) in Laredo. However, if we need more time complete the work, some of our consultants (including the Project Manager) will stay on for a portion of a second week.

Task 4 – Conduct Meetings

During the week when the Collaborative staff will be in Laredo to collect and analyze data and observe El Lift service, we also plan to hold meetings with all of the key groups. These include:

- Paratransit Advisory Committee (PAC)
- MPO Technical and Policy Committees
- City Council
- El Metro Board

We will present our Work Plan at these meetings and gather opinions concerning the perceived needs of the disabled community and the potential for other transportation options. We do not expect to present any recommendations at these meetings, but with the approval of LUTS staff, we may offer some initial observations on El Lift service and peer group comparisons. We will also be prepared to discuss some of the opinions that we gathered from the telephone interviews conducted in advance.

This task will take place during Week 9 of the project. As mentioned in Task 4, if scheduling conflicts prevent all meetings from taking place during a single week, some members of our staff (including the Project Manager) will remain for a portion of a second week.

Task 5 – Prepare Draft Final Report

After completing the data collection and evaluation and committee meetings, the Collaborative will develop the draft Final Report. This report will encompass the information gathered and analysis performed before and during Tasks 3 and 4. We will identify any elements of the existing service that do not comply with the ADA regulations and propose ways to come into compliance.

Beyond issues of compliance, we will also propose ways for El Metro to improve its paratransit service. As mentioned in the RFP, we will consider a variety of options, including, but not limited to:

- Improve the eligibility determination process, including use of in-person and functional assessments
- Recertify paratransit riders
- Take greater advantage of Trapeze software
- Upgrade the reservations system, potentially incorporating interactive voice response (IVR)
- Use contractors (taxis, private vans) for a portion of operations during non-peak days and hours, including for early morning dialysis trips
- Coordinate ADA paratransit with other transportation services for the disabled
- Improve and publicize accessible fixed route to increase use of fixed route by persons with disabilities

Attachment A

For all proposed changes to El Lift service and policies, the draft Final Report will include an estimate of the financial effects of implementing and maintaining the changes, along with the associated benefits for each change.

The draft Final Report will also include the information to be included in the ADA Paratransit Plan Update. As set forth in 49 CFR 37.139, the Plan Update will have the following sections:

1. City of Laredo (fixed route entity) contact information.
2. Description of existing fixed route service, with planned changes.
3. Description of existing paratransit service, with planned changes.
4. Plan to provide ADA complementary paratransit service.
5. Eligibility determination and certification process, with planned changes.
6. Description of public participation process.
7. Efforts to coordinate paratransit service with overlapping or contiguous service areas.
8. Resolution from the City of Laredo authorizing ADA Paratransit Plan Update (draft).
9. Certification from LUTS that it has reviewed and endorsed the ADA Paratransit Plan Update under 49 CFR Part 613 and 23 CFR Part 450 (draft).
10. Certification of survey of existing paratransit service.

The Collaborative will submit the draft Final Report to LUTS during Week 15 of the project. Two weeks after submitting the draft Final Report, we will present the report to the MPO's (LUTS) Technical Committee.

Task 6 – Prepare Final Report and Present to MPO

Upon receipt of comments from LUTS and El Metro staff, the Collaborative will prepare a Final Report and deliver 25 copies of the report plus an electronic version to LUTS. We will then present the report to the MPO at a meeting during Week 19 of the project, assuming timely receipt of comments from LUTS and El Metro.

Task 7 – Prepare and Submit ADA Paratransit Plan Update

After MPO approval of the Final Report, we will prepare and submit the 2012 ADA Paratransit Plan Update (40 bound copies, 8-1/2" x 11" plus an electronic version) during Week 20 of the project, again assuming the proposed schedule is followed. This ADA Paratransit Plan Update will include all elements identified in Task 5, incorporating the changes accepted from LUTS and El Metro in Task 6.

Project Deliverables and Meetings

Table 3 presents the set of project deliverables and formal meetings that the Collaborative will provide for LUTS and the City of Laredo. Given an approval of the contract by the City Council in early August 2012, we anticipate that Week 1 of the project will be the week of August 13.

Activities to take place in Laredo are in **bold text**. Four (4) separate visits to Laredo are assumed as part of this scope of services. Additional meetings may be requested with a modification to the contract.

Attachment A

Table 3 – Project Deliverables and Meetings

Task	Deliverable/ Meeting	Week
1	Kickoff Meeting	Week 3
2	List of Requested Information and Contacts	Week 2
3	Data Collection, Observations, and Interviews at El Metro	Week 9
4	Meet with MPO Technical and Policy Committees	Week 9
4	Meet with Paratransit Advisory Committee (PAC)	Week 9
4	Meet with City Council and Mass Transit Board	Week 9
5	Draft Final Report	Week 15
5	Present Draft Final Report to MPO (LUTS) Technical Committee	Week 17
6	Final Report (25 copies + electronic format)	Week 19
6	Present Final Report to MPO	Week 19
7	ADA Paratransit Plan Update (40 copies)	Week 20

Attachment A

Laredo ADA Paratransit Plan Update
Budget Summary

Task Name	1 Kickoff	2 Prep	3 On-Site	4 Meetings	5 Draft Report	6 Final Report	7 Plan	Total Hrs	
Name	Rate	Hours							
David Chia*	\$ 141.08	14	32	48	28	80	32	28	262
Jim Purdy	\$ 137.28	-	8	40	4	32	8	8	100
Bill Schwartz	\$ 159.98	4	2	-	-	12	4	2	24
Russell Thatcher	\$ 223.00	-	6	48	4	24	4	-	86
Thomas Procopio	\$ 146.39	-	2	-	-	8	-	-	10
Caroline Ferris	\$ 96.66	-	4	40	-	20	-	-	64
Mary Connelly	\$ 117.14	-	-	32	24	8	2	-	66
Subtotal Labor		\$ 2,615	\$ 7,950	\$ 30,582	\$ 8,203	\$ 26,993	\$ 7,379	\$ 5,368	\$ 89,090
Travel		\$ 890	\$ -	\$ 7,240	\$ 2,660	\$ -	\$ -	\$ -	\$ 10,790
Other Direct Expenses						\$ 125	\$ 200		\$ 325
Subtotal Expenses									\$ 11,115
Total Cost									\$ 100,205

* Project Manager

Meeting Assumptions (4 separate trips)

- Project Kickoff/Site Visit (Chia)
- Meetings while on-site (Chia, Thatcher, and others as required)
- MPO Technical Committee for Draft Report (Chia and Connelly)
- MPO for Final Report (Chia and Connelly)

Attachment A

COUNCIL COMMUNICATION

DATE: 8/06/12	SUBJECT: MOTIONS Consideration to award contract FY12-071 to the bidder meeting specifications, Caldwell Country Chevrolet, Caldwell, Texas, in the amount of \$340,690.00 for the purchase of ten police vehicles. These vehicles will be equipped with sirens, light bars, speakers, and prisoner cages. Funding for this purchase is available in the 2009 and 2010 Stonegarden Grants.
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INITIATED BY: Cynthia Collazo, Deputy City Manager	STAFF SOURCE: Gilberto Navarro, Interim Chief of Police Jack Dunn, Fleet General Manager Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: Four bids were received for the purchase of ten 2013 Chevrolet Caprice police vehicles. These vehicles will be equipped with sirens, light bars, speakers, and prisoner cages. Although Philpott Motors submitted a lower bid, the vehicle did not meet the Police Department's published specifications.

Based on the Police Department's review of the bids submitted, staff is recommending that a contract be awarded to the bidder meeting specifications, Caldwell Country Chevrolet, Caldwell, Texas. Delivery is expected within a hundred and eighty days after receipt of order.

Summary Based on Bid Evaluation Criteria

<u>Vendor</u>	<u>Total Amount</u>	<u>Notes</u>
Philpott Motors	\$ 323,541.70	Did not meet specifications; front wheel drive transmission
Caldwell Country Chevrolet	\$ 340,690.00	
Reliable Chevrolet: Bid A	\$ 340,987.00	
Reliable Chevrolet: Bid B	\$ 349,445.00	

A complete bid tabulation is attached.

FINANCIAL IMPACT: Funding is available in the 2009 and 2010 Stonegarden Grants.

Account Numbers: 229-2359-525-9004 & 229-2363-525-9004

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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	Caldwell Country Chevrolet Caldwell, TX		Reliable Chevrolet**A Richardson, TX		Reliable Chevrolet**B Richardson, TX		Philpott Motors Nederland, TX		
	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	
Automobile as per Specification 23.0									
Option 1 Pursuit Safety Equipment Package as per Specifications 24.0	10	\$ 27,424.00	\$ 274,240.00	10	\$ 27,856.00	\$ 278,560.00	10	\$ 26,899.72	\$ 268,997.20
	10	\$ 6,645.00	\$ 66,450.00	10	\$ 6,242.70	\$ 62,427.00	10	\$ 5,454.45	\$ 54,544.50
		<u>\$ 340,690.00</u>			<u>\$ 340,987.00</u>			<u>\$ 323,541.70</u>	
Auto Make and Model	2013 Chevrolet Caprice PPV 1ENI9		2013 Chevrolet Caprice PPS 1EW19		2013 Chevrolet Caprice PSS 1EW19		2013 Ford Police Interceptor AWD		
Estimated Time of Delivery	180 Days		225 Days		225 Days		90-120 Days		
Notes			Under 23.2 the vehicle does not have adjustable pedals or a factory trunk air circulation fan The white doors will be painted at Reliable Chevrolet Different upfitters on A & B See Specifications		Under 23.2 the vehicle does not have adjustable pedals or a factory trunk air circulation fan The white doors will be painted at Reliable Chevrolet Different upfitters on A & B See Specifications				

COUNCIL COMMUNICATION

<p>DATE: 08/06/12</p>	<p>SUBJECT: MOTIONS Consideration to ratify the City Manager's authorization for emergency purchase contracts issued for the materials and supplies needed for the Laredo Animal Care Facility to the following vendors: 1) Maverick Fence Company, Laredo, TX in the amount of \$61,955, for the purchase and installation of chain link fencing and related materials, and 2) Big Ass Fans Company, Lexington, KY in the amount of \$56,145.00 for the purchase of powerfoil fans.</p>												
<p>INITIATED BY: Cynthia Collazo, Deputy City Manager</p>	<p>STAFF SOURCE: Hector F. Gonzalez, M.D., M.P.H., Health Director Francisco Meza, Purchasing Agent</p>												
<p>PREVIOUS COUNCIL ACTION:</p>													
<p>BACKGROUND: The City Manager emergency purchase contracts issued for the materials and supplies needed for the Laredo Animal Care Facility to Maverick Fence Company and Big Ass Fans Company. An public health declaration was made to facilitate the construction of the Laredo Animal Care Facility.</p> <table border="0" data-bbox="126 846 1084 1108"> <tr> <td colspan="2"><u>Maverick Fence Company</u></td> </tr> <tr> <td>Perimeter fence</td> <td align="right">\$36,800.00</td> </tr> <tr> <td>Interior fence/holding area</td> <td align="right">\$22,750.00</td> </tr> <tr> <td>Slats</td> <td align="right">\$ 2,405.00</td> </tr> <tr> <td colspan="2"><u>Bid Ass Fans</u></td> </tr> <tr> <td>Powerfoil fans</td> <td align="right">\$56,145.00</td> </tr> </table>		<u>Maverick Fence Company</u>		Perimeter fence	\$36,800.00	Interior fence/holding area	\$22,750.00	Slats	\$ 2,405.00	<u>Bid Ass Fans</u>		Powerfoil fans	\$56,145.00
<u>Maverick Fence Company</u>													
Perimeter fence	\$36,800.00												
Interior fence/holding area	\$22,750.00												
Slats	\$ 2,405.00												
<u>Bid Ass Fans</u>													
Powerfoil fans	\$56,145.00												
<p>FINANCIAL IMPACT: The following line items were used for these purchases:</p> <p>Account Number : 402-4310-535-9001 Account Number: 402-4310-535-9301 Account Number: 467-9810-535-9206</p>													
<p>COMMITTEE RECOMMENDATION:</p>	<p>STAFF RECOMMENDATION: It is recommended that these purchase contracts be ratified.</p>												

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: MOTION CONSIDERATION TO AUTHORIZE A CONTRACT BETWEEN THE CITY OF LAREDO AND LEYENDECKER CONSTRUCTION FOR THE CONSTRUCTION OF THE INITIAL PHASE OF THE ANIMAL CARE FACILITY AND RATIFYING PAYMENT BY THE CITY MANAGER OF LEYENDECKER CONSTRUCTION'S FIRST INVOICE IN THE AMOUNT OF \$224,687.69. THIS AGREEMENT IS BEING ENTERED UNDER EMERGENCY RULE AND AS A PUBLIC NECESSITY FOR RABIES CONTROL AND PREVENTION IMPOUNDMENT SERVICES AND ANIMAL CONTROL RESPONSIBILITIES OF THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) AS STIPULATED BY THE PUBLIC HEALTH AND SAFETY CODE AND LOCAL ORDINANCES. FUNDING IS AVAILABLE IN THE CAPITAL IMPROVEMENT FUND.
INITIATED BY: Cynthia Collazo Deputy City Manager	STAFF SOURCE: Hector F. Gonzalez MD., M.P.H. Health Director
PREVIOUS COUNCIL ACTION: None.	
BACKGROUND: Effective June 1, 2012, the City of Laredo Health Department (CLHD), assumed 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. Leyendecker Construction will oversee the building of the City of Laredo Animal Care Facility at 5202 Maher Street. As per the contract the City will reimburse the Contractor for the construction costs to build the initial phase of the Animal Care Facility that includes: <ul style="list-style-type: none">• Parts, materials, labor, sewer, plumbing, electrical, roofing, and drainage for appropriate use of kennels and other housing and sheltering for small pets (cats and dogs primarily), euthanasia/clinic and holding area.• The contractor will adhere to any state construction requirement recommendations set forth by the CITY for the construction of the initial phase of a humane housing facility for small animals primarily and as well adhere to the engineering and architectural design that includes but not all inclusive of kennels, with no nose to nose contact, appropriate water resistant paint, drains, mist, fans, and roofing. The City will reimburse for services rendered on a monthly basis upon receipt of an invoice with supportive information to account for the costs. If there are change orders or additional costs to address the initial phase of emergency need the contractor must discuss and obtain approval and process guidance from the city engineer that will follow all necessary and appropriate purchasing guidelines.	
FINANCIAL: Funding available in account number 402-4323-535-4230.	
RECOMMENDATION:	STAFF: Recommends that Council approve this motion.

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: MOTION Consideration for approval to amend the contract for Antares Development Corporation in the increase up to \$56,900.00 utilizing the BuyBoard cooperative purchasing program contract 331-09 for the completion of the final step for Phase IV of the data management system. This will allow final completion of the Animal Control Services automation to include the Animal Care Facility systems operations, field operations, inspections and permitting as well the clinic laboratory record system for the term of November 1, 2011 through September 30, 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 April 16, 2012, 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 final amendment will complete the Animal Control Services automation to ensure efficient systems operations at the Animal Care Facility for records management, communication, program monitoring and tracking accountability of services and administration. This action finishes the Animal Control field operations, inspections and permitting improvement. The archiving and mobile field data capture will improve efficiency and productivity of enforcement, neglect, cruelty, surveillance, and permitting, pet registration and rabies control.</p> <p>We have finished the laboratory records archiving and automation filing system. This final step will now upgrade and create a laboratory automated record system in the clinics. This also lays the foundation for full electronic medical records, which prepares for the new Medicaid and third party billing requirements reimbursement.</p>	
FINANCIAL: Funding is available in account 226-6500-543-5526.	
RECOMMENDATION:	STAFF: Recommends that Council approve the motion.

COUNCIL COMMUNICATION

DATE: 08/06/12	SUBJECT: MOTION Consideration for approval of change order # 3 in the amount of \$67,718.96 and additional 30 working days to Zertuche Construction LLC., Laredo, TX for Santa Rita Park Drainage Improvements Project. This change order will provide erosion control protection measures at the SW corner of the parking lot. The replacement of 10' wide asphalt trail as per original design by 10' wide concrete sidewalk has issued a credit to this change order. For this change order, 75% (\$50,789.22) of the total amount will be funded through FEMA reimbursement funds in the Capital Improvement Fund and 25% (\$16,929.74) will be funded from District III Discretionary funds.																
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, P.E., Utilities Department Director																
PREVIOUS COUNCIL ACTION: On October 6, 2011, the City Council awarded a contract to Zertuche Construction LLC., Laredo, TX, in the amount of \$557,695.42 for Santa Rita Park Drainage Improvements Project. On May 07, 2012, City council approved change order # 1 in the amount of \$0.00 and additional 75 working days. On July 02, 2012, City council approved change order # 2 the amount of \$16,220.00 and additional 30 working days.																	
BACKGROUND: Previous change order # 2 in the amount of \$16,220.00 and additional 30 working days to Zertuche Construction LLC., Laredo, TX. Consideration for approval of change order # 3 in the amount of \$67,718.96 and additional 30 working days to Zertuche Construction LLC., Laredo, TX for Santa Rita Park Drainage Improvements Project. This change order will provide erosion control protection measures at the SW corner of the parking lot. The replacement of 10' wide asphalt trail as per original design by 10' wide concrete sidewalk has issued a credit to this change order. For this change order, 75% (\$50,789.22) of the total amount will be funded through FEMA reimbursement funds and 25% (\$16,929.74) would be funded from discretionary funds from C.M. Alejandro Perez. The revised contract amount is \$ 641,634.38.																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">- Original Contract</td> <td style="width: 20%; text-align: right;">\$ 557,695.42</td> <td style="width: 40%; text-align: right;">60 working days</td> </tr> <tr> <td>- Change Order #1</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">75 working days</td> </tr> <tr> <td>- Change Order #2</td> <td style="text-align: right;">\$ 16,220.00</td> <td style="text-align: right;">30 working days</td> </tr> <tr> <td>- Change Order #3</td> <td style="text-align: right;">\$ 67,718.96</td> <td style="text-align: right;">30 working days</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$ 641,634.38</td> <td style="text-align: right;">195 working day</td> </tr> </table>			- Original Contract	\$ 557,695.42	60 working days	- Change Order #1	\$ 0.00	75 working days	- Change Order #2	\$ 16,220.00	30 working days	- Change Order #3	\$ 67,718.96	30 working days	Total	\$ 641,634.38	195 working day
- Original Contract	\$ 557,695.42	60 working days															
- Change Order #1	\$ 0.00	75 working days															
- Change Order #2	\$ 16,220.00	30 working days															
- Change Order #3	\$ 67,718.96	30 working days															
Total	\$ 641,634.38	195 working day															
FINANCIAL IMPACT: Funding for this contract is in Capital Improvement Fund (402-4322-535-4278) for 75% (\$50,789.22) of total amount and 2010 C.O. Dist. III Discretionary funds (466-9822-535-4522) for 25% (\$16,929.74) of total amount.																	
COMMITTEE RECOMMENDATION: Operations & Finance Committee.	STAFF RECOMMENDATION: Approve Motion.																

Construction Change Order

Project: City of Laredo Santa Rita Park Drainage Improvements
 Contractor: Zertuche Construction, LLC
 107 Calle Del Norte, Suite 1C
 Laredo, Texas 78041

C.O. No.: 3
 Date: July 2, 2012

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

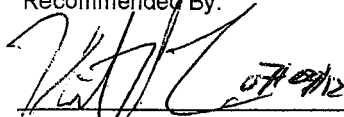
Item No.	Description of Changes	Estimated Quantity	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
Item 25	DEDUCT 178 SY of 1 1/2" HMAC (Trail) @ \$15.41/SY	-178	SY	\$15.41	-\$2,742.98	
Item 26	DEDUCT 178 SY of 6" Flexible Base for Trail @ \$12.20/SY	-178	SY	\$12.20	-\$2,171.60	
Item 27	DEDUCT 178 SY of 6" Subgrade Preparation for Trail @ \$2.32/SY	-178	SY	\$2.32	-\$412.96	
Item 19	ADD 1,600 SF of 4" Concret pavement (Island, Sidewalk) @ \$3.96/SF	1,600	SF	\$3.96		\$6,336.00
Item 24	ADD 2,700 CY of Proposed Fill for Ledge @ \$15.04/CY	2,700	CY	\$15.04		\$40,608.00
New	ADD 420 CY of Cut @ \$5.10/CY	420	CY	\$5.10		\$2,142.00
New	ADD 8,450 SF of Gabion Mattress @ \$2.05/SF	8450	SF	\$2.05		\$17,322.50
New	ADD 6,040 SF of Sod @ \$0.95/SF	6040	SF	\$0.95		\$5,738.00
New	ADD 150 LF of Silt Fence @ \$6.00/LF	150	LF	\$6.00		\$900.00
					Total Decrease	Total Increase
					\$(5,327.54)	\$73,046.50
					Net Increase	\$67,718.96

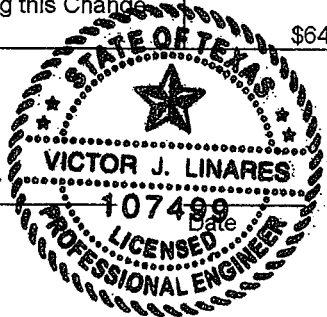
JUSTIFICATION:

1 - Amendment work to fill void located on the southwest parking lot due to changes in site conditions.

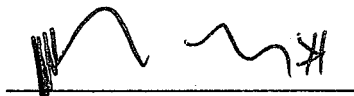
Contract Price Including Previous Change Orders:	\$573,915.42	Contract Time Including Previous Change Orders	165 WorkingDays
Net Increase Resulting from this Change Order:	\$67,718.96	Net Increase Resulting from this Change Order:	30 WorkingDays
Current Contract Price Including this Change Order:	\$641,634.38	Current Contract Time Including this Change Order:	195 WorkingDays

Recommended By:


 Victor J. Linares, P.E.
 Crane Engineering Corp.

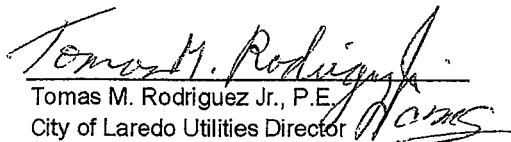


Accepted by:


 Ramon Zertuche II
 Zertuche Construction, LLC

7/5/12
 Date

Approved by:


 Tomas M. Rodriguez Jr., P.E.
 City of Laredo Utilities Director

7-18-2012
 Date

Approved by:

Raul Casso, esq.
 City Attorney

 Date

Approved by:

 Gustavo Guevara, Jr.
 City Secretary

 Date

 Carlos R. Villarreal
 City Manager

 Date

COUNCIL COMMUNICATION

DATE: 08/6/12	SUBJECT: MOTION Consideration for approval of change order #1 in the amount of \$150,351.43 to Chavarria's Plumbing, Inc. Laredo, Texas for the House to Line Connections for Rancho Penitas West, Los Minerales, Los Minerales Annex and Antonio Santos. This change order increases the number of dwellings from 178 to 226 and also adds an additional 17 working days to the contract. The total revised contract amount is \$1,653,863.98 and is subject to approval from North American Development Bank (NADBank). Funding is available in the Colonias Fund.
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr. P.E., Utilities Director
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PREVIOUS COUNCIL ACTION:
On June 6, 2011 council approved awarding the contract to Chavarria's Plumbing, Inc. in the amount of \$1,503,512.55.

BACKGROUND:

The City of Laredo installed the water and sewer main lines including water and sewer services in the Mines Rd. area. This project includes the installation of the water and sewer lines from the property line to the house.

Change Order #1 increases the contract by \$150,351.43 and adds an additional 48 dwellings to the contract, subject to approval from NADBank.

	Contract Amount	Contract Time
Original Contract	\$ 1,503,512.55	261 Working Days
Change Order No. 1	150,351.43	17 Working Days
Revised Contract Total	\$ 1,653,863.98	278 Working Days

FINANCIAL IMPACT:

Funding is available in the Colonias Fund Acct. #451-8311-535-9301

COMMITTEE RECOMMENDATION: Finance & Operations Committees	STAFF RECOMMENDATION: Approval of this Motion.
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CITY OF LAREDO
UTILITIES DEPARTMENT
ENGINEERING DIVISION

CONSTRUCTION CHANGE ORDER



PROJECT: House to Line Connection at Rancho Peñitas West, Los Minerales, Los Minerales Annex and Antonio Santos
CONTRACTOR: Chavarria's Plumbing, Inc.
3620 Krone Lane; Laredo, Texas 78041

Change Order **NO. 1**
DATE: July 13, 2012

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

ITEM NO	DESCRIPTION OF CHANGES	QUANTITY	UNIT	UNIT PRICE	CONTRACT PRICE INCREASE	CONTRACT PRICE DECREASE
4	4" SCH-40	LF	(10,620.00)	\$ 12.25		\$ (130,095.00)
5	6" SDR26	LF	14,312.00	\$ 17.00	\$ 243,304.00	
6	4" cleanout	EA	(300.00)	\$ 5.75		\$ (1,725.00)
8	concrete	SF	300.00	\$ 25.00	\$ 7,500.00	
9	CMU fence	LF	28.00	\$ 40.00	\$ 1,040.00	
10	other fences	LF	340.00	\$ 35.00	\$ 11,900.00	
11	3/4" water service	EA	20.00	\$ 2,500.00	\$ 50,000.00	
12	Miscellaneous	LS	(1.00)	\$100,000.00		\$ (100,000.00)
15	Septic tank required of 1000 gallons, including all piping labor and materials required, complete in place including all appurtenances (turn key)	EA	(36.00)	\$8,650.00		\$ (311,400.00)
12A	Add 60 CY of Backfill Dirt (Tract # 45, Unit 4, Rancho Penitas West)	CY	60.00	\$ 19.00	\$ 1,140.00	
12B	Repair for electrical damage during excavation (Tract # 18-1, Unit 1B, Rancho Penitas West)	LS	1.00	\$ 1,852.18	\$ 1,852.18	
12C	Soil Testing for Septic Tanks	EA	6.00	\$ 560.00	\$ 3,360.00	
12D	Survey a 15 foot easement for Tract 2, Antonio Santos Subdivision, Webb County	LS	1.00	\$ 1,072.50	\$ 1,072.50	
12E	Survey a 15 foot easement for Tract 3, Antonio Santos Subdivision, Webb County	LS	1.00	\$ 1,072.50	\$ 1,072.50	
12F	Electrical Service Underground Power Lines Repair(Tract # 35A, Unit 8, Rancho Penitas Sub)	LS	1.00	\$ 798.40	\$ 798.40	
12G	Repair For Electrical Damage During Excavation (Tract # 61, Unit 9, Rancho Peñitas)	LS	1.00	\$ 563.45	\$ 563.45	
12H	Repair For Electrical Damage During Excavation (Tract # 11, Unit H, Minerales Sub.)	LS	1.00	\$ 3,575.34	\$ 3,575.34	
12I	Repatch Existing Milling@ Tract # 54, Unit IV, Penita's Sub.	LS	1.00	\$ 3,917.06	\$ 3,917.06	
12K	Palomino St. Residence Electrical Repairs (Tract # 125, Unit VI, Penitas Sub.)	LS	1.00	\$ 2,565.00	\$ 2,565.00	
12J	Extra Depth (Tract # 41) (Tract # 121)	LF	200.00	\$ 22.00	\$ 4,400.00	
12Ka	8" Pipe (Tract # 42 Unit VII)	LF	416.00	\$ 26.00	\$ 10,816.00	
12L	3/4" T-Connection(Tract # 51 Unit IX, Tract # 35C Unit VII)	EA	5.00	\$ 1,250.00	\$ 6,250.00	
12M	8" x 6" Sewer Connection (Tract # 8 Unit 1A)	EA	5.00	\$ 1,500.00	\$ 7,500.00	
12N	Survey a 15 foot easement survey for Tract 42 Unit IV, Rancho Peñitas West, Webb County	EA	1.00	\$ 1,072.50	\$ 1,072.50	
12N	Survey a 15 foot easement for Tract 13 Unit 5A, Los Minerales Subdivision, Webb County	EA	1.00	\$ 1,072.50	\$ 1,072.50	
13B	Type 2 Soil Installation	EA	3.00	\$ 7,750.00	\$ 23,250.00	
13C	Type 3 Soil Installation	EA	25.00	\$ 7,750.00	\$ 193,750.00	
13D	Type 4 Soil Installation	EA	6.00	\$ 9,350.00	\$ 56,100.00	
16	Septic Tank Design	EA	34.00	\$ 750.00	\$ 25,500.00	
14	Sewer Grinder Pump	EA	2.00	\$ 15,100.00	\$ 30,200.00	
TOTAL					\$693,571.43	-\$543,220.00
Original Contract:		\$ 1,503,512.55	Total Increase:	\$ 693,571.43		
			Total Decrease:	\$ 543,220.00		
			Net Change:	\$ 150,351.43		

JUSTIFICATION:
Due to increase of dwellings from 178 to estimated of 226

Contract price including previous Change Orders	\$ 1,503,512.55	Contract time including previous Change Orders	261 Working Days
Net increase/decrease resulting from this Change Order	\$ 150,351.43	Net increase/decrease resulting from this Change Order	17 Working Days
Current contract price including this Change Order	\$1,653,863.98	Current contract time including this Change Order	278 Working Days

Recommended by: [Signature] Date: 7-18-2012
Gloria P. Saavedra, P.E. Project Engineer

Accepted by: [Signature] Date: 7/13/12
Fernando Chavarria Chavarria's Plumbing, Inc.

[Signature] Date: 7-18
Raúl Casso City Attorney

[Signature] Date: 7-18-2012
Tomas M. Rodriguez, Jr., P.E. Utilities Director

Attest:
[Signature] Date: _____
Gustavo Guevara City Secretary

[Signature] Date: _____
Carlos Villarreal City Manager

COUNCIL COMMUNICATION

DATE: 08/06/12	SUBJECT: MOTION Consideration for acceptance, release of retainage in the amount of \$24,375.75 and final payment of \$38,273.75 to QroMex Construction Co. Inc., for US 83-Lope De Vega Project. Funding is available in the Water System Fund – 2009 CO.									
INITIATED BY: Jesus Olivares Asst. City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr., P.E. Utilities Director									
<p>PREVIOUS COUNCIL ACTION: On July 7, 2008 City Council authorized to commence repairs, even though 72% were pending collection. On February 2, 2009 City Council awarded the construction contract to QroMex, Granite Shoals, Texas in the amount of \$430,832.00 for the rehabilitation of the Santa Rita 36” Sewer Collector. On June 01, 2009 bids were received for the repair of the 27” Sewer Collector which cuts across Highway US 83. On November 16, 2009 City Manager authorized the repair of the 27” sewer collector by Closner Construction as warranty work. On November 21, 2011 City Council authorized the alternate bid in the amount of \$256,410.00 to QroMex Construction Co. Inc. On July 02, 2012 City Council authorized Change order # 1 in the amount of \$1227.50 to QroMex Construction Co. Inc.</p>										
<p>BACKGROUND: On this project Closner Construction offered to repair, (as warranty work, at no charge) any labor, with the City providing the materials needed. The work was never performed and Closner Construction returned the materials supplied. City staff recommended to re-bid the project.</p> <p>The lowest and only base bid was received at \$242,060.00 and the lowest and only alternate bid was received at \$256,410.00. On November 21, 2011 City Council authorized the alternate bid in the amount of \$256,410.00 to QroMex Construction Co. Inc. On July 02, 2012 City Council authorized Change order # 1 in the amount of \$1227.50 to QroMex Construction Co. Inc. City has received the one year warranty for the project from the QroMex Construction Co. Inc. and Engineers completion report from Porrás Nance Engineering. Staff reviewed and agreed with the acceptance, final payment and release of retainage.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">- Original Contract</td> <td style="width: 20%; text-align: right;">\$ 256,410.00</td> <td style="width: 30%; text-align: right;">30 working days</td> </tr> <tr> <td>- Change Order #1 (Final)</td> <td style="text-align: right;">\$ 1,227.50</td> <td style="text-align: right;">40 working days</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$ 257,637.50</td> <td style="text-align: right;">70 working day</td> </tr> </table>		- Original Contract	\$ 256,410.00	30 working days	- Change Order #1 (Final)	\$ 1,227.50	40 working days	Total	\$ 257,637.50	70 working day
- Original Contract	\$ 256,410.00	30 working days								
- Change Order #1 (Final)	\$ 1,227.50	40 working days								
Total	\$ 257,637.50	70 working day								
<p>FINANCIAL IMPACT: Retainage Account # 557-0000-206-0100.</p>										
<p>COMMITTEE RECOMMENDATION: Finance & Operations Committee</p>	<p>STAFF RECOMMENDATION: Approval of motion.</p>									

COUNCIL COMMUNICATION

DATE: 08/06/12	SUBJECT: MOTIONS Consideration to award supply contract number FY12-069 to the following bidders: <ul style="list-style-type: none"> a) Section I to HD Supply Waterworks, Brownsville, TX in the amount of \$ 350,000.00 b) Section II to Ferguson Waterworks, Newport News, VA in the amount of \$ 250,000.00 <p>for the purchase of compression brass fittings and mechanical joint iron fittings for the Utilities Department. These materials are purchased on an as needed basis by the Utilities Department- Water Operations for construction and repair projects. Funding is available in the Utilities Department Fund.</p>
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INITIATED BY: Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received four bids for awarding a contract for providing the Utilities Department with compression brass fittings and mechanical joint iron fittings for a twelve-month period. On Section II, HD Supply Waterworks, EMMSA Co., and Aguaworks Pipe & Supply did not include accessories in their unit pricing thus deeming their section totals invalid. Staff is recommending that contracts be awarded to the following bidders: HD Supply Waterworks and Ferguson Waterworks.

Compression Brass Fittings		MJC Iron Fittings	
Vendor	<u>I Totals</u>	Vendor	<u>II Totals</u>
HD Supply Waterworks	\$ 282,382.20	HD Supply Waterworks**	\$ 90,408.33
EMMSA Co.	\$ 288,094.00	EMMSA Co.**	\$ 101,078.20
Ferguson Waterworks	\$ 290,178.10	Aguaworks Pipe & Supply**	\$ 101,611.23
Aguaworks Pipe & Supply	\$ 295,161.80	Ferguson Waterworks	\$ 122,131.74

**Accessories not included in unit pricing.
A complete bid tabulation is attached.

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

Account Number: 559-0000-141-0000

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.
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Section I - Compression Brass Fittings

Item	Description	Quantity	HD Supply Waterworks Atlanta, GA			EMMSA Co. McAllen, TX			Ferguson Waterworks Newport News, VA			Aguaworks Pipe & Supply Brownsville, TX		
			Unit Cost	Total Cost	Brand	Unit Cost	Total Cost	Brand	Unit Cost	Total Cost	Brand	Unit Cost	Total Cost	Brand
1	3/4" Male adapter #H-15428	400	\$ 7.78	\$ 3,112.00	Mueller	\$ 9.18	\$ 3,672.00	AY McDonald	\$ 7.90	\$ 3,160.00	James Jones	\$ 8.46	\$ 3,384.00	Mueller
2	1" Male adapter # H-15428	50	\$ 9.20	\$ 460.00	Mueller	\$ 10.88	\$ 544.00	AY McDonald	\$ 9.30	\$ 465.00	James Jones	\$ 9.63	\$ 481.50	Mueller
3	1 1/2" Male adapter # H-15428	20	\$ 23.08	\$ 461.60	Mueller	\$ 26.78	\$ 535.60	AY McDonald	\$ 23.50	\$ 470.00	James Jones	\$ 23.51	\$ 470.20	Mueller
4	2" Male adapter # H-15428	20	\$ 33.62	\$ 672.40	Mueller	\$ 39.67	\$ 793.40	AY McDonald	\$ 34.30	\$ 686.00	James Jones	\$ 35.22	\$ 704.40	Mueller
5	3/4" Female adapter # H-15428	150	\$ 8.34	\$ 1,251.00	Mueller	\$ 9.65	\$ 1,447.50	AY McDonald	\$ 8.50	\$ 1,275.00	James Jones	\$ 9.06	\$ 1,359.00	Mueller
6	1" Female adapter # H-15428	70	\$ 11.93	\$ 835.10	Mueller	\$ 13.09	\$ 916.30	AY McDonald	\$ 12.10	\$ 847.00	James Jones	\$ 12.50	\$ 875.00	Mueller
7	1"x 3/4" Compression U Branch with angle curb stops	70	\$ 76.59	\$ 5,361.30	Mueller	\$ 76.78	\$ 5,374.60	AY McDonald	\$ 78.00	\$ 5,460.00	Mueller	\$ 80.23	\$ 5,616.10	Mueller
8	3/4" Compression Curb Stop # H-15170	500	\$ 25.32	\$ 12,660.00	Mueller	\$ 23.37	\$ 11,685.00	AY McDonald	\$ 25.80	\$ 12,900.00	James Jones	\$ 27.51	\$ 13,755.00	Mueller
9	1" Compression Curb Stop # H-15170	100	\$ 55.04	\$ 5,504.00	Mueller	\$ 43.58	\$ 4,358.00	AY McDonald	\$ 56.20	\$ 5,620.00	James Jones	\$ 57.66	\$ 5,766.00	Mueller
10	3/4" Compression Corporation Stop	100	\$ 16.99	\$ 1,699.00	Mueller	\$ 20.50	\$ 2,050.00	AY McDonald	\$ 17.30	\$ 1,730.00	James Jones	\$ 17.80	\$ 1,780.00	Mueller
11	1" Compression Corporation Stop	500	\$ 25.73	\$ 12,865.00	Mueller	\$ 31.01	\$ 15,505.00	AY McDonald	\$ 26.20	\$ 13,100.00	James Jones	\$ 28.70	\$ 14,350.00	Mueller
12	1 1/2" Compression Corporation Stop	150	\$ 66.22	\$ 9,933.00	Mueller	\$ 79.82	\$ 11,973.00	AY McDonald	\$ 67.50	\$ 10,125.00	James Jones	\$ 69.37	\$ 10,405.50	Mueller
13	2" Compression Corporation Stop	20	\$ 109.51	\$ 2,190.20	Mueller	\$ 132.02	\$ 2,640.40	AY McDonald	\$ 111.70	\$ 2,234.00	James Jones	\$ 111.53	\$ 2,230.60	Mueller
14	3/4" Compression Angle Curb Stop #14258	300	\$ 20.20	\$ 6,060.00	Mueller	\$ 24.37	\$ 7,311.00	AY McDonald	\$ 20.50	\$ 6,150.00	James Jones	\$ 22.53	\$ 6,759.00	Mueller
15	1" Compression Angle Curb Stop #14258	50	\$ 27.67	\$ 1,383.50	Mueller	\$ 33.34	\$ 1,667.00	AY McDonald	\$ 28.20	\$ 1,410.00	James Jones	\$ 28.21	\$ 1,410.50	Mueller
16	3/4" Compression Union # H-15403	500	\$ 9.49	\$ 4,745.00	Mueller	\$ 11.17	\$ 5,585.00	AY McDonald	\$ 9.60	\$ 4,800.00	James Jones	\$ 10.32	\$ 5,160.00	Mueller
17	1" Compression Union # H-15403	250	\$ 10.36	\$ 2,590.00	Mueller	\$ 12.78	\$ 3,195.00	AY McDonald	\$ 10.40	\$ 2,600.00	James Jones	\$ 11.26	\$ 2,815.00	Mueller
18	1 1/2" Compression Union # H-15403	20	\$ 33.14	\$ 662.80	Mueller	\$ 39.11	\$ 782.20	AY McDonald	\$ 33.70	\$ 674.00	James Jones	\$ 33.76	\$ 675.20	Mueller
19	2" Compression Union # H-15403	50	\$ 44.77	\$ 2,238.50	Mueller	\$ 52.82	\$ 2,641.00	AY McDonald	\$ 45.60	\$ 2,280.00	James Jones	\$ 45.60	\$ 2,280.00	Mueller
20	3/4" x 2 1/2" Meter Cplg O.T	5,000	\$ 4.72	\$ 23,600.00	Mueller	\$ 5.01	\$ 25,050.00	AY McDonald	\$ 4.80	\$ 24,000.00	James Jones	\$ 5.04	\$ 25,200.00	Mueller
21	3/4" x 5/8" Meter Cplg I.T	5,000	\$ 11.72	\$ 58,600.00	Mueller	\$ 8.54	\$ 42,700.00	AY McDonald	\$ 12.90	\$ 64,500.00	James Jones	\$ 12.90	\$ 64,500.00	Mueller
22	1" x 2 1/2" Meter Cplg O.T	1,000	\$ 7.27	\$ 7,270.00	Mueller	\$ 8.40	\$ 8,400.00	AY McDonald	\$ 7.35	\$ 7,350.00	James Jones	\$ 7.40	\$ 7,400.00	Mueller
23	3/4" Straight Curb Stop # J1949SG	100	\$ 34.80	\$ 3,480.00	Mueller	\$ 40.55	\$ 4,055.00	AY McDonald	\$ 35.45	\$ 3,545.00	James Jones	\$ 36.46	\$ 3,646.00	Mueller
24	1" Straight Curb Stop # J1949SG	100	\$ 52.31	\$ 5,231.00	Mueller	\$ 60.95	\$ 6,095.00	AY McDonald	\$ 53.10	\$ 5,310.00	James Jones	\$ 54.80	\$ 5,480.00	Mueller
25	1-1/2" Straight Curb Stop # J1949SG	50	\$ 108.08	\$ 5,404.00	Mueller	\$ 133.36	\$ 6,668.00	AY McDonald	\$ 109.20	\$ 5,460.00	James Jones	\$ 110.08	\$ 5,504.00	Mueller
26	2" Straight Curb Stop # J1949SG	50	\$ 160.82	\$ 8,041.00	Mueller	\$ 187.48	\$ 9,374.00	AY McDonald	\$ 162.50	\$ 8,125.00	James Jones	\$ 160.68	\$ 8,034.00	Mueller
27	6" x3/4" single strap brass saddle	50	\$ 34.84	\$ 1,742.00	Ford	\$ 36.01	\$ 1,800.50	AY McDonald	\$ 33.85	\$ 1,692.50	James Jones	\$ 34.14	\$ 1,707.00	Mueller
28	6" x 1" single strap brass saddle	20	\$ 34.84	\$ 696.80	Ford	\$ 36.01	\$ 720.20	AY McDonald	\$ 33.85	\$ 677.00	James Jones	\$ 34.14	\$ 682.80	Mueller
29	6" x 1-1/2" single strap brass saddle	20	\$ 65.75	\$ 1,315.00	Ford	\$ 67.95	\$ 1,359.00	AY McDonald	\$ 63.85	\$ 1,277.00	James Jones	\$ 65.04	\$ 1,300.80	Mueller
30	6" x 2" single strap brass saddle	20	\$ 65.75	\$ 1,315.00	Ford	\$ 67.95	\$ 1,359.00	AY McDonald	\$ 63.85	\$ 1,277.00	James Jones	\$ 65.04	\$ 1,300.80	Mueller
31	6" x 3/4" double strap brass saddle	50	\$ 76.84	\$ 3,842.00	Ford	\$ 77.58	\$ 3,879.00	AY McDonald	\$ 72.61	\$ 3,630.50	James Jones	\$ 75.28	\$ 3,764.00	Mueller
32	6" x 1" double strap brass saddle	20	\$ 76.84	\$ 1,536.80	Ford	\$ 81.10	\$ 1,622.00	AY McDonald	\$ 72.61	\$ 1,452.20	James Jones	\$ 73.19	\$ 1,463.80	Mueller
33	6" x 1-1/2" double strap brass saddle	20	\$ 87.84	\$ 1,756.80	Ford	\$ 92.72	\$ 1,854.40	AY McDonald	\$ 83.03	\$ 1,660.60	James Jones	\$ 83.69	\$ 1,673.80	Mueller
34	6" x 2" double strap brass saddle	20	\$ 96.53	\$ 1,930.60	Ford	\$ 101.87	\$ 2,037.40	AY McDonald	\$ 91.28	\$ 1,825.60	James Jones	\$ 92.00	\$ 1,840.00	Mueller
35	8" x 3/4" single strap brass saddle	50	\$ 48.77	\$ 2,438.50	Ford	\$ 50.40	\$ 2,520.00	AY McDonald	\$ 47.37	\$ 2,368.50	James Jones	\$ 48.24	\$ 2,412.00	Mueller
36	8" x 1" single strap brass saddle	20	\$ 48.77	\$ 975.40	Ford	\$ 50.40	\$ 1,008.00	AY McDonald	\$ 47.37	\$ 947.40	James Jones	\$ 48.27	\$ 965.40	Mueller
37	8" x 1-1/2" single strap brass saddle	20	\$ 75.06	\$ 1,501.20	Ford	\$ 77.59	\$ 1,551.80	AY McDonald	\$ 72.88	\$ 1,457.60	James Jones	\$ 74.22	\$ 1,484.40	Mueller
38	8" x 2" single strap brass saddle	20	\$ 75.06	\$ 1,501.20	Ford	\$ 77.59	\$ 1,551.80	AY McDonald	\$ 105.73	\$ 2,114.60	James Jones	\$ 74.22	\$ 1,484.40	Mueller
39	8" x 3/4" double strap brass saddle	50	\$ 95.09	\$ 4,754.50	Ford	\$ 96.01	\$ 4,800.50	AY McDonald	\$ 89.90	\$ 4,495.00	James Jones	\$ 93.20	\$ 4,660.00	Mueller
40	8" x 1" double strap brass saddles	20	\$ 95.09	\$ 1,901.80	Ford	\$ 96.01	\$ 1,920.20	AY McDonald	\$ 89.90	\$ 1,798.00	James Jones	\$ 90.62	\$ 1,812.40	Mueller
41	8" x 1-1/2" double strap brass saddle	20	\$ 100.13	\$ 2,002.60	Ford	\$ 105.67	\$ 2,113.40	AY McDonald	\$ 94.63	\$ 1,892.60	James Jones	\$ 101.68	\$ 2,033.60	Mueller
42	8" x 2" double strap brass saddle	20	\$ 108.99	\$ 2,179.80	Ford	\$ 115.04	\$ 2,300.80	AY McDonald	\$ 102.61	\$ 2,052.20	James Jones	\$ 106.93	\$ 2,138.60	Mueller
43	10" x 3/4" single strap brass saddle	20	\$ 131.80	\$ 2,636.00	Ford	\$ 136.22	\$ 2,724.40	AY McDonald	\$ 128.03	\$ 2,560.60	James Jones	\$ 130.39	\$ 2,607.80	Mueller
44	10" x 1" single strap brass saddles	20	\$ 131.80	\$ 2,636.00	Ford	\$ 136.22	\$ 2,724.40	AY McDonald	\$ 128.03	\$ 2,560.60	James Jones	\$ 130.39	\$ 2,607.80	Mueller
45	10" x 1-1/2" single strap brass saddle	20	\$ 131.80	\$ 2,636.00	Ford	\$ 136.22	\$ 2,724.40	AY McDonald	\$ 128.03	\$ 2,560.60	James Jones	\$ 130.39	\$ 2,607.80	Mueller
46	10" x 2" single strap brass saddle	20	\$ 131.80	\$ 2,636.00	Ford	\$ 136.22	\$ 2,724.40	AY McDonald	\$ 128.03	\$ 2,560.60	James Jones	\$ 130.39	\$ 2,607.80	Mueller
47	10" x 3/4" double strap brass saddle	20	\$ 117.81	\$ 2,356.20	Ford	\$ 124.36	\$ 2,487.20	AY McDonald	\$ 110.22	\$ 2,204.40	James Jones	\$ 110.12	\$ 2,202.40	Mueller
48	10" x 1" double strap brass saddles	20	\$ 117.81	\$ 2,356.20	Ford	\$ 124.36	\$ 2,487.20	AY McDonald	\$ 110.22	\$ 2,204.40	James Jones	\$ 110.12	\$ 2,202.40	Mueller
49	10" x 1-1/2" double strap brass saddle	20	\$ 129.39	\$ 2,587.80	Ford	\$ 136.56	\$ 2,731.20	AY McDonald	\$ 121.05	\$ 2,421.00	James Jones	\$ 120.93	\$ 2,418.60	Mueller
50	10" x 2" double strap brass saddles	20	\$ 138.97	\$ 2,779.40	Ford	\$ 146.68	\$ 2,933.60	AY McDonald	\$ 130.05	\$ 2,601.00	James Jones	\$ 129.92	\$ 2,598.40	Mueller
51	14" x 3/4" double strap brass saddle	20	\$ 279.22	\$ 5,584.40	Ford	\$ 317.00	\$ 6,340.00	AY McDonald	\$ 270.57	\$ 5,411.40	James Jones	\$ 270.32	\$ 5,406.40	Mueller
52	14" x 1" double strap brass saddles	20	\$ 279.22	\$ 5,584.40	Ford	\$ 317.00	\$ 6,340.00	AY McDonald	\$ 270.57	\$ 5,411.40	James Jones	\$ 270.32	\$ 5,406.40	Mueller
53	14" x 2" double strap brass saddles	20	\$ 312.68	\$ 6,253.60	Ford	\$ 379.82	\$ 7,596.40	AY McDonald	\$ 302.99	\$ 6,059.80	James Jones	\$ 302.72	\$ 6,054.40	Mueller
54	16" x 3/4" double strap brass saddle	20	\$ 318.87	\$ 6,377.40	Ford	\$ 340.89	\$ 6,817.80	AY McDonald	\$ 330.58	\$ 6,611.60	James Jones	\$ 326.87	\$ 6,537.40	Mueller
55	16" x 1" double strap brass saddles	20	\$ 337.64	\$ 6,752.80	Ford	\$ 340.89	\$ 6,817.80	AY McDonald	\$ 330.58	\$ 6,611.60	James Jones	\$ 326.87	\$ 6,537.40	Mueller
56	16" x 1-1/2" double strap brass saddle	20	\$ 337.64	\$ 6,752.80	Ford	\$ 361.73	\$ 7,234.60	AY McDonald	\$ 387.62	\$ 7,752.40	James Jones	\$ 346.83	\$ 6,936.60	Mueller
57	16" x 2" double strap brass saddles	20	\$ 337.64	\$ 6,752.80	Ford	\$ 399.73	\$ 7,994.60	AY McDonald	\$ 387.62	\$ 7,752.40	James Jones	\$ 383.27	\$ 7,665.40	Mueller
Total Section I				\$ 282,382.20			\$ 288,094.00			\$ 290,178.10			\$ 295,161.80	

Section II - Mechanical Joint Iron Fittings

Item	Description	Quantity	HD Supply Waterworks Atlanta, GA				EMMSA Co. McAllen, TX				Aguaworks Pipe & Supply Brownsville, TX				Ferguson Waterworks Newport News, VA							
			Unit	Cost	Total Cost	Brand	Unit	Cost	Total Cost	Brand	Unit	Cost	Total Cost	Brand	Unit	Cost	Total Cost	Brand				
1	4" Mechanical Joint Solid Cap	2	\$	24.66	\$	49.32	Tyler	\$	28.02	\$	56.04	Star Pipe	\$	26.63	\$	53.26	Star or Sigma	\$	42.77	\$	85.54	Tyler/Star
2	6" Mechanical Joint Solid Cap	20	\$	33.57	\$	671.40	Tyler	\$	38.15	\$	763.00	Star Pipe	\$	24.28	\$	485.60	Star or Sigma	\$	56.08	\$	1,121.60	Tyler/Star
3	8" Mechanical Joint Solid Cap	20	\$	52.75	\$	1,055.00	Tyler	\$	59.95	\$	1,199.00	Star Pipe	\$	60.66	\$	1,213.20	Star or Sigma	\$	79.63	\$	1,592.60	Tyler/Star
4	10" Mechanical Joint Solid Cap	1	\$	77.41	\$	77.41	Tyler	\$	87.97	\$	87.97	Star Pipe	\$	81.28	\$	81.28	Star or Sigma	\$	113.26	\$	113.26	Tyler/Star
5	12" Mechanical Joint Solid Cap	6	\$	98.64	\$	591.84	Tyler	\$	112.10	\$	672.60	Star Pipe	\$	113.48	\$	680.88	Star or Sigma	\$	140.54	\$	843.24	Tyler/Star
6	14" Mechanical Joint Solid Cap	1	\$	204.82	\$	204.82	Tyler	\$	232.75	\$	232.75	Star Pipe	\$	221.21	\$	221.21	Star or Sigma	\$	270.68	\$	270.68	Tyler/Star
7	16" Mechanical Joint Solid Cap	5	\$	274.00	\$	1,370.00	Tyler	\$	311.36	\$	1,556.80	Star Pipe	\$	315.10	\$	1,575.50	Star or Sigma	\$	353.25	\$	1,766.25	Tyler/Star
8	3 X 2 Mechanical Joint Trapped Caps	1	\$	44.53	\$	44.53	Tyler	\$	50.61	\$	50.61	Star Pipe	\$	48.09	\$	48.09	Star or Sigma	\$	60.29	\$	60.29	Tyler/Star
9	4 X 2 Mechanical Joint Trapped Caps	1	\$	45.21	\$	45.21	Tyler	\$	51.38	\$	51.38	Star Pipe	\$	48.83	\$	48.83	Star or Sigma	\$	63.84	\$	63.84	Tyler/Star
10	6 X 2 Mechanical Joint Trapped Caps	10	\$	54.12	\$	541.20	Tyler	\$	73.86	\$	738.60	Sigma	\$	62.24	\$	622.40	Star or Sigma	\$	77.98	\$	779.80	Tyler/Star
11	6 X 3 Mechanical Joint Trapped Caps	1	\$	177.42	\$	177.42	Tyler	\$	85.22	\$	85.22	Sigma	\$	111.86	\$	111.86	Star or Sigma	\$	124.95	\$	124.95	Tyler/Star
12	6 X 4 Mechanical Joint Trapped Caps	5	\$	177.42	\$	887.10	Tyler	\$	136.36	\$	681.80	Sigma	\$	170.18	\$	850.90	Star or Sigma	\$	186.25	\$	931.25	Tyler/Star
13	8 X 2 Mechanical Joint Trapped Caps	30	\$	73.30	\$	2,199.00	Tyler	\$	91.00	\$	2,730.00	Sigma	\$	74.30	\$	2,229.00	Star or Sigma	\$	101.42	\$	3,042.60	Tyler/Star
14	8 X 3 Mechanical Joint Trapped Caps	1	\$	196.60	\$	196.60	Tyler	\$	116.70	\$	116.70	Sigma	\$	132.57	\$	132.57	Star or Sigma	\$	152.79	\$	152.79	Tyler/Star
15	8 X 4 Mechanical Joint Trapped Caps	1	\$	196.60	\$	196.60	Tyler	\$	150.00	\$	150.00	Sigma	\$	191.97	\$	191.97	Star or Sigma	\$	213.84	\$	213.84	Tyler/Star
16	10 X 2 Mechanical Joint Trapped Caps	1	\$	97.96	\$	97.96	Tyler	\$	111.32	\$	111.32	Star Pipe	\$	105.80	\$	105.80	Star or Sigma	\$	134.90	\$	134.90	Tyler/Star
17	12 X 2 Mechanical Joint Trapped Caps	2	\$	119.19	\$	238.38	Tyler	\$	135.44	\$	270.88	Star Pipe	\$	137.07	\$	274.14	Star or Sigma	\$	159.37	\$	318.74	Tyler/Star
18	14 X 2 Mechanical Joint Trapped Caps	1	\$	245.92	\$	245.92	Tyler	\$	279.46	\$	279.46	Star Pipe	\$	265.59	\$	265.59	Star or Sigma	\$	313.94	\$	313.94	Tyler/Star
19	16 X 2 Mechanical Joint Trapped Caps	2	\$	315.10	\$	630.20	Tyler	\$	358.00	\$	716.00	Star Pipe	\$	340.31	\$	680.62	Star or Sigma	\$	390.30	\$	780.60	Tyler/Star
20	6 X 6 Mechanical Joint Cross	1	\$	191.12	\$	191.12	Tyler	\$	217.19	\$	217.19	Star Pipe	\$	206.41	\$	206.41	Star or Sigma	\$	280.30	\$	280.30	Tyler/Star
21	8 X 6 Mechanical Joint Cross	1	\$	236.33	\$	236.33	Tyler	\$	268.56	\$	268.56	Star Pipe	\$	255.24	\$	255.24	Star or Sigma	\$	333.53	\$	333.53	Tyler/Star
22	8 X 8 Mechanical Joint Cross	5	\$	269.89	\$	1,349.45	Tyler	\$	306.70	\$	1,533.50	Star Pipe	\$	291.48	\$	1,457.40	Star or Sigma	\$	377.52	\$	1,887.60	Tyler/Star
23	10 X 2 Mechanical Joint Trapped Caps	1	\$	97.96	\$	97.96	Tyler	\$	111.32	\$	111.32	Star Pipe	\$	105.80	\$	105.80	Star or Sigma	\$	134.90	\$	134.90	Tyler/Star
24	6" Mechanical Joint 45 ELL	10	\$	69.19	\$	691.90	Tyler	\$	78.63	\$	786.30	Star Pipe	\$	79.57	\$	795.70	Star or Sigma	\$	113.96	\$	1,139.60	Tyler/Star
25	6" Mechanical Joint 90 ELL	5	\$	84.26	\$	421.30	Tyler	\$	95.75	\$	478.75	Star Pipe	\$	96.90	\$	484.50	Star or Sigma	\$	130.17	\$	650.85	Tyler/Star
26	8" Mechanical Joint 45 ELL	10	\$	98.64	\$	986.40	Tyler	\$	113.03	\$	1,130.30	Star Pipe	\$	113.44	\$	1,134.40	Star or Sigma	\$	178.53	\$	1,785.30	Tyler/Star
27	12" Mechanical Joint 45 ELL	10	\$	247.97	\$	2,479.70	Tyler	\$	281.79	\$	2,817.90	Star Pipe	\$	285.17	\$	2,851.70	Star or Sigma	\$	334.44	\$	3,344.40	Tyler/Star
28	16" Mechanical Joint 45 ELL	4	\$	548.00	\$	2,192.00	Tyler	\$	622.73	\$	2,490.92	Star Pipe	\$	630.20	\$	2,520.80	Star or Sigma	\$	706.49	\$	2,825.96	Tyler/Star
29	16" Mechanical Joint 90 ELL	2	\$	713.09	\$	1,426.18	Tyler	\$	810.33	\$	1,620.66	Star Pipe	\$	770.14	\$	1,540.28	Star or Sigma	\$	884.01	\$	1,768.02	Tyler/Star
30	6 X 13 Mechanical Joint Anchor Nipple	30	\$	98.64	\$	2,959.20	Tyler	\$	112.10	\$	3,363.00	Star Pipe	\$	113.44	\$	3,403.20	Star or Sigma	\$	109.00	\$	3,270.00	Tyler/Star
31	6 X 24 Mechanical Joint Anchor Nipple	10	\$	144.54	\$	1,445.40	Tyler	\$	130.16	\$	1,301.60	Star Pipe	\$	166.22	\$	1,662.20	Star or Sigma	\$	159.72	\$	1,597.20	Tyler/Star
32	8 X 13 Mechanical Joint Anchor Nipple	50	\$	147.28	\$	7,364.00	Tyler	\$	162.00	\$	8,100.00	Star Pipe	\$	169.37	\$	8,468.50	Star or Sigma	\$	161.85	\$	8,092.50	Tyler/Star
33	6" Mechanical Joint Solid Plug	20	\$	50.69	\$	1,013.80	Tyler	\$	57.61	\$	1,152.20	Star Pipe	\$	58.29	\$	1,165.80	Star or Sigma	\$	55.71	\$	1,114.20	Tyler/Star
34	12" Mechanical Joint Solid Plug	4	\$	110.97	\$	443.88	Tyler	\$	126.11	\$	504.44	Star Pipe	\$	119.85	\$	479.40	Star or Sigma	\$	121.95	\$	487.80	Tyler/Star
35	16" Mechanical Joint Solid Plug	2	\$	394.56	\$	789.12	Tyler	\$	448.37	\$	896.74	Star Pipe	\$	426.12	\$	852.24	Star or Sigma	\$	433.58	\$	867.16	Tyler/Star
36	6 X 2 Mechanical Joint Trapped Plug	20	\$	71.24	\$	1,424.80	Tyler	\$	91.70	\$	1,834.00	Sigma	\$	81.93	\$	1,638.60	Star or Sigma	\$	78.29	\$	1,565.80	Tyler/Star
37	6 X 3 Mechanical Joint Trapped Plug	1	\$	194.54	\$	194.54	Tyler	\$	102.28	\$	102.28	Sigma	\$	130.35	\$	130.35	Star or Sigma	\$	109.81	\$	109.81	Tyler/Star
38	6 X 4 Mechanical Joint Trapped Plug	1	\$	194.54	\$	194.54	Tyler	\$	153.41	\$	153.41	Sigma	\$	189.75	\$	189.75	Star or Sigma	\$	167.71	\$	167.71	Tyler/Star
39	8 X 2 Mechanical Joint Trapped Plug	10	\$	92.48	\$	924.80	Tyler	\$	105.10	\$	1,051.00	Star Pipe	\$	106.35	\$	1,063.50	Star or Sigma	\$	101.63	\$	1,016.30	Tyler/Star
40	8" Mechanical joint 90 elbow	50	\$	123.99	\$	6,199.50	Tyler	\$	140.90	\$	7,045.00	Star Pipe	\$	142.59	\$	7,129.50	Star or Sigma	\$	178.53	\$	8,926.50	Tyler/Star
41	12" Mechanical joint 90 elbow	50	\$	312.36	\$	15,618.00	Tyler	\$	340.00	\$	17,000.00	Star Pipe	\$	359.21	\$	17,960.50	Star or Sigma	\$	403.68	\$	20,184.00	Tyler/Star
42	4 x 7 1/2 Mechanical joint solid sleeve	1	\$	31.51	\$	31.51	Tyler	\$	35.81	\$	35.81	Star Pipe	\$	34.03	\$	34.03	Star or Sigma	\$	65.67	\$	65.67	Tyler/Star
43	6 x 7 1/2 Mechanical joint solid sleeve	50	\$	52.75	\$	2,637.50	Tyler	\$	59.95	\$	2,997.50	Star Pipe	\$	60.66	\$	3,033.00	Star or Sigma	\$	96.28	\$	4,814.00	Tyler/Star
44	8 x 7 1/2 Mechanical joint solid sleeve	50	\$	71.93	\$	3,596.50	Tyler	\$	81.74	\$	4,087.00	Star Pipe	\$	82.72	\$	4,136.00	Star or Sigma	\$	122.55	\$	6,127.50	Tyler/Star
45	12 x 7 1/2 M.J. solid sleeve	10	\$	121.93	\$	1,219.30	Tyler	\$	139.56	\$	1,395.60	Star Pipe	\$	131.68	\$	1,316.80	Star or Sigma	\$	198.91	\$	1,989.10	Tyler/Star
46	12 x 12 M.J. solid sleeve	5	\$	195.23	\$	976.15	Tyler	\$	221.89	\$	1,109.45	Star Pipe	\$	224.51	\$	1,122.55	Star or Sigma	\$	283.01	\$	1,415.05	Tyler/Star
47	16 x 15 M.J. solid sleeve	4	\$	491.83	\$	1,967.32	Tyler	\$	558.70	\$	2,234.80	Star Pipe	\$	531.18	\$	2,124.72	Star or Sigma	\$	646.09	\$	2,584.36	Tyler/Star
48	6 x 6 M.J. anchoring tee	5	\$	140.43	\$	702.15	Tyler	\$	159.58	\$	797.90	Star Pipe	\$	161.49	\$	807.45	Star or Sigma	\$	190.56	\$	952.80	Tyler/Star
49	8 x 6 M.J. anchoring tee	20	\$	176.05	\$	3,521.00	Tyler	\$	196.00	\$	3,920.00	Star Pipe	\$	202.46	\$	4,049.20	Star or Sigma	\$	234.51	\$	4,690.20	Tyler/Star
50	8 x 6 M.J. tee	20	\$	152.76	\$	3,055.20	Tyler	\$	173.50	\$	3,470.00	Star Pipe	\$	175.67	\$	3,513.40	Star or Sigma	\$	229.24	\$	4,584.80	Tyler/Star
51	8 x 8 M.J. tee	10	\$	182.21	\$	1,822.10	Tyler	\$	207.06	\$	2,070.60	Star Pipe	\$	209.54	\$	2,095.40	Star or Sigma	\$	263.73	\$	2,637.30	Tyler/Star
52	12 x 6 M.J. tee	5	\$	287.70	\$	1,438.50	Tyler	\$	326.94	\$	1,634.70	Star Pipe	\$	310.72	\$	1,553.60	Star or Sigma	\$	393.65	\$	1,968.25	Tyler/Star
53	12 x 8 M.J. tee	5	\$	304.14	\$	1,520.70	Tyler	\$	345.62	\$	1,728.10	Star Pipe	\$	328.47	\$	1,642.35	Star or Sigma	\$	413.96	\$	2,069.80	Tyler/Star
54	12 x 12 M.J. tee	2	\$	401.41	\$	802.82	Tyler	\$	456.15	\$	912.30	Star Pipe	\$	421.48	\$	842.96	Star or Sigma	\$	528.73	\$	1,057.46	Tyler/Star
55	16 x 8 M.J. tee	2	\$	713.09	\$	1,426.18	Tyler	\$	810.33	\$	1,620.66	Star Pipe	\$	748.74	\$	1,497.48	Star or Sigma	\$	898.45	\$	1,796.90	Tyler/Star
56	16x 6 M.J. tee	1	\$	656.92	\$	656.92	Tyler	\$	746.50	\$	746.50	Star Pipe	\$	709.47	\$	709.47	Star or Sigma	\$	828.50	\$	828.50	Tyler/Star
57	8" x 6" B/B Reducer	20	\$	80.83	\$	1,616.60	Tyler	\$	91.86	\$	1,837.20	Star Pipe	\$	92.95	\$	1,859.00	Star or Sigma	\$	129.30	\$	2,586.00	Tyler/Star
58	16" x 8" B/B Reducer	5	\$	391.14	\$	1,955.70	Tyler	\$	444.48	\$	2,222.40	Star Pipe	\$	422.43	\$	2,112.15	Star or Sigma	\$	501.80	\$	2,509.00	Tyler/Star
59	6"x 12" M.J. Solid Sleeve	25	\$	73.98	\$	1,849.50	Tyler	\$	84.07	\$	2,101.75	Star Pipe	\$	85.08	\$	2,127.00	Star or Sigma	\$	118.69	\$	2,967.25	Tyler/Star
60	8" x 12" M.J. Solid Sleeve	15	\$	96.59	\$	1,448.85	Tyler	\$	109.77	\$	1,646.55	Star Pipe	\$	111.08	\$	1,666.20	Star or Sigma	\$	148.51	\$	2,227.65	Tyler/Star
Total Section II					\$ 90,408.33				\$ 101,078.02				\$ 101,611.23			\$ 122,131.74						

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: MOTIONS Consideration to award contract number FY12-082 for the purchase of assorted rebar, wire mesh, keyway and stakes to the following low bidders: 1) RNR Rebars, Laredo, Texas in the estimated amount of \$60,000; and 2) Beaver Source, LLC, Laredo, Texas in the estimated amount of \$30,000.00. These materials will be purchased on an as need basis by the Public Works, Utilities, and Parks and Leisure Service Departments for construction and repair projects. Funding is available in the respective departmental budgets.
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INITIATED BY: Horacio De Leon, Assistant City Manager Jesus Olivares, Assistant City Manager	STAFF SOURCE: Tomas Rodriquez, P.E., Utilities Department Director John Orfila, Public Works Director Osbaldo Guzman, Parks & Leisure Services Department Director Francisco Meza, Purchasing Agent
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PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received two formal bid submittals for the purchase of rebar and wire mesh. Due to the price fluctuations, the term of this contract shall for a three month period with an option to extend for an additional two three months periods if there are no significant price increases during the additional periods. As per all supply contracts, the intent of this contract is to secure a fixed cost for this commodity for the contract period. The bid price schedule is attached for your review.

Section	Description	Company Name	Estimated Total Amount
Section I	Rebar – Domestic	Beaver Source, LLC	\$ 9,604.75
Section II	Rebar – Imported	RNR Rebars	\$ 9,276.75
Section III	Wire Mesh Domestic	RNR Rebars	\$13,500.00
Section IV	Wire Mesh Imported	RNR Rebars	\$13,500.00
Section V	Flat Wire Mesh-Imported	RNR Rebars	\$ 1,450.00
Section VI	Flat Wire Mesh- Imported	Tie bid.	\$ 1,475.00
Section VII	Keyway and Stakes	RNR Rebars	\$ 1,467.50

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

Funds for the purchase of these materials are available in the Utilities, Public Works, and Parks & Recreation construction material and supply line items budget .

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that a contact be awarded to the low bidders.
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**Rebars and Wire Mesh
FY12-082**

Beaver Source, LLC
Laredo, Texas

RNR Rebars
Laredo, Texas

Section I Rebars - Domestic

Item	Description	Est. Qty.		Unit Cost	Total Cost	Unit Cost	Total Cost	
1	3/8" Standard	25	Each	\$ 3.20	\$ 80.00	\$ 3.60	\$ 90.00	
2	1/2" Standard	200	Each	\$ 5.61	\$ 1,122.00	\$ 6.00	\$ 1,200.00	
3	5/8" Standard	25	Each	\$ 8.76	\$ 219.00	\$ 9.18	\$ 229.50	
4	3/4" Standard	25	Each	\$ 12.62	\$ 315.50	\$ 13.21	\$ 330.25	
5	7/8" Standard	25	Each	\$ 17.17	\$ 429.25	\$ 18.40	\$ 460.00	
6	1/2" Smooth	50	Each	\$ 8.68	\$ 434.00	\$ 8.95	\$ 447.50	
7	3/8" Standard Grade 60	50	Each	\$ 3.27	\$ 163.50	\$ 3.60	\$ 180.00	
8	1/2" Standard	1,000	Each	\$ 5.61	\$ 5,610.00	\$ 6.00	\$ 6,000.00	
9	5/8" Standard	25	Each	\$ 8.75	\$ 218.75	\$ 9.18	\$ 229.50	
10	3/4" Standard	25	Each	\$ 12.62	\$ 315.50	\$ 13.21	\$ 330.25	
11	7/8" Standard	25	Each	\$ 17.17	\$ 429.25	\$ 18.40	\$ 460.00	
12	1/2" 18" Soft Dowels	200	Each	\$ 0.85	\$ 170.00	\$ 0.95	\$ 190.00	
13	1/2" x 24" Soft Dowels	100	Each	\$ 0.98	\$ 98.00	\$ 1.25	\$ 125.00	
Grand Total Section I					<u>\$ 9,604.75</u>	<u>\$ 10,272.00</u>		

Section II Rebars Imported

1	3/8" Standard	25	Each	\$ 3.20	\$ 80.00	\$ 3.08	\$ 77.00	
2	1/2" Standard	200	Each	\$ 5.61	\$ 1,122.00	\$ 5.48	\$ 1,096.00	
3	5/8" Standard	25	Each	\$ 8.76	\$ 219.00	\$ 8.55	\$ 213.75	
4	3/4" Standard	25	Each	\$ 12.60	\$ 315.00	\$ 12.32	\$ 308.00	
5	7/8" Standard	25	Each	\$ 17.17	\$ 429.25	\$ 17.75	\$ 443.75	
6	1/2" Smooth	25	Each	\$ 8.68	\$ 217.00	\$ 8.25	\$ 206.25	
7	3/8" Standard Grade 60	25	Each	\$ 3.20	\$ 80.00	\$ 3.08	\$ 77.00	
8	1/2" Standard	1,000	Each	\$ 5.61	\$ 5,610.00	\$ 5.48	\$ 5,480.00	
9	5/8" Standard	25	Each	\$ 8.76	\$ 219.00	\$ 8.55	\$ 213.75	
10	3/4" Standard	25	Each	\$ 12.62	\$ 315.50	\$ 12.30	\$ 307.50	
11	7/8" Standard	25	Each	\$ 17.17	\$ 429.25	\$ 17.75	\$ 443.75	
12	1/2" 18" Soft Dowels	200	Each	\$ 0.85	\$ 170.00	\$ 0.90	\$ 180.00	
13	1/2" x 24" Soft Dowels	200	Each	\$ 0.98	\$ 196.00	\$ 1.15	\$ 230.00	
Grand Total Section II					<u>\$ 9,402.00</u>	<u>\$ 9,276.75</u>		

Section III Wire Mesh Domestic

6 x 6 x 6	-5' x 150'	50	Roll	\$ -	\$ 0.00	\$ 270.00	\$ 13,500.00
					<u>\$ 0.00</u>		<u>\$ 13,500.00</u>

Section IV Wire Mesh Imported

6 x 6 x 6	-5' x 150'	50	Roll	\$ 160.00	\$ 8,000.00	\$ 155.00	\$ 7,750.00
					<u>\$ 8,000.00</u>		<u>\$ 7,750.00</u>

Section V: Flat Wire Mesh - Imported

8 x 20'	, 6 ga.	25	Panel	\$ -	\$ -	\$ 58.00	\$ 1,450.00
					<u>\$ -</u>		<u>\$ 1,450.00</u>

Section VI: Flat Wire Mesh - Domestic

1	8 x 20'	, 6 ga.	25	Panel	\$ 35.00	\$ 875.00	\$ 37.50	\$ 937.50
2	8' x 20,	10 ga.	25	Panel	\$ 24.00	\$ 600.00	\$ 21.50	\$ 537.50
Grand Total Section VI					<u>\$ 1,475.00</u>	<u>\$ 1,475.00</u>		

Section VII: Keyway And Stakes

1	Key Ways 4" x 10' "x 10'	50	Each	\$ 7.95	\$ 397.50	\$ 0.90	\$ 45.00	
2	Key Ways 5 1/2 "x 10'	50	Each	\$ 11.95	\$ 597.50	\$ 1.05	\$ 52.50	
3	Key Ways 6 1/2" x 10'	50	Each	\$ -	\$ -	\$ -	\$ -	
4	Key Ways 7 1/2 x 10'	50	Each	\$ 13.59	\$ 679.50	\$ 1.40	\$ 70.00	
5	Keyway Stakes 12", 100/bx.	20	Each	\$ 52.00	\$ 1,040.00	\$ 65.00	\$ 1,300.00	
Grand Total Section VII					<u>\$ 2,714.50</u>	<u>\$ 1,467.50</u>		

COUNCIL COMMUNICATION

DATE: 08/06/2012	SUBJECT: Consideration to authorize a contract with Park Place Recreation Designs, Inc. through the Buyboard Cooperative Purchasing Agreement Program's contract pricing, in the total amount of \$52,046.31 for the purchase and installation of fitness equipment and play structure at MacDonell Elementary School. Funding is available in the 2010 C.O. Bond 466-9822-535-5170.
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 Park Place Recreation Designs, Inc. through the BuyBoard Cooperative Purchasing Program's contract pricing for the purchase and installation of fitness equipment and play structure at MacDonell Elementary School.

Park Place Recreation Designs, Inc
 P.O. Box 18186
 San Antonio, TX 78218

QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	Bench, 6', w/Back, 2"X12" Planks, Inground Mount, Diamond Powder Coated Frame, Model # P940S-V6	\$400.00	\$1,200.00
1	FREIGHT	\$164.00	\$164.00
1	Installation of Above Equipment	\$295.00	\$295.00
	Total		\$1,659.00

QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Engineered Wood Fiber (EWF), Del'd	\$3,993.00	\$3,993.00
1	Installation of Wood Fiber Surfacing	\$621.00	\$621.00
25	6' Miracle Timber 12" High W/2 30" Stakes-RB	\$83.00	\$2,075.00
1	Access Ramp W/2 Miracle Timbers-Recycled	\$895.00	\$895.00
1	Custom Playscape Extension	\$35,560.00	\$35,560.00
	Equipment		\$43,144.00
	Total		
	Freight		\$2,438.21
	Installation		\$9,892.00
	Discount		(\$9,087.00)
	Total		\$46,387.21

QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Engineered Wood Fiber (EWF), Del'd	\$333.00	\$333.00
1	Installation of Wood Fiber Surfacing	\$302.00	\$302.00
1	Age 5-12 Fitness Course, Step Up	\$485.00	\$485.00
1	Age 5-12 Fitness Course, Leg Lift	\$229.00	\$229.00
1	Age 5-12 Fitness Course, Sit Up	\$590.00	\$590.00
1	Age 5-12 Fitness Course, Hip Twist	\$384.00	\$384.00
9	6' Miracle Timber 12" High w/2 30" Stakes-RB	\$83.00	\$747.00
	Equipment		
	Total		\$3,070.00
	Freight		\$439.10
	Installation		\$735.00
	Discount		(\$244.00)
	Total		\$4,000.10
	Grand Total		\$52,046.31

FINANCIAL IMPACT: The fitness equipment and play structure will be purchased through the 2010 C.O. Bond 466-9822-535-5170 in the amount of \$52,046.31.

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATION:

It is recommended that this contract be approved.



Equipment Quotation

Sales Representative

Park Place Recreation Designs, Inc.
 P. O. Box 18186
 San Antonio, TX 78218
 Phone: (800) 626-0238 Fax: (210) 832-0115

Quote Number: 09120384
 Quote Date: 05/08/2012
 Customer Number: 78040C01
 Terms of Sale: Net 30
 Customer Class: 1. Parks & Rec
 Shipping Method: Miracle
 Freight Terms: Prepaid
 Approximate Ship Date:
 Cust PO Num:

Prepared For: LAREDO I.S.D.
 1702 HOUSTON ST
 LAREDO, TX 78040

Location: MACDONELL ELEMENTARY
 1606 BENAVIDES ST
 LAREDO, TX 78040

Payment/ Accounting Contact: PURCHASING DEPARTMENT (956) 795-3220

Shipping/ Delivery Contact: SAM HINOJOSA (956) 795-2350
 CYNTHIA CONCHAS (956) 795-4010

Quantity	Item Number	Description	Price Each	Price Total
1	EWF	ENGINEERED WOOD FIBER (EWF), DEL'D	\$333.00	\$333.00
1	EWFI	INSTALLATION OF WOOD FIBER SURFACING	\$302.00	\$302.00
1	159001	AGE 5-12 FITNESS COURSE, STEP UP	\$485.00	\$485.00
1	159002	AGE 5-12 FITNESS COURSE, LEG LIFT	\$229.00	\$229.00
1	159007	AGE 5-12 FITNESS COURSE, SIT UP	\$590.00	\$590.00
1	159008	AGE 5-12 FITNESS COURSE, HIP TWIST	\$384.00	\$384.00
9	44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	\$83.00	\$747.00
			Equipment Total:	\$3,070.00
			Freight:	\$439.10
			Installation:	\$735.00
			Discount:	\$244.00
			SubTotal:	\$4,000.10
			Tax:	\$0.00
			Grand Total:	\$4,000.10

Notes:

THIS IS THE DELIVERED AND INSTALLED PRICE FOR THE ABOVE MIRACLE EQUIPMENT, MIRACLE TIMBER BORDER AND 25 CUBIC YARDS OF ENGINEERED WOOD FIBER SURFACING.

I hereby authorize Miracle Recreation Equipment Company to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the Miracle truck. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Company.

Park Place Recreation Designs, Inc.

Playgrounds - Safety Surfacing - Shelters
 Shade - Site Furnishings - Waterplay

P.O. Box 18186
 San Antonio, TX 78218
 Toll Free: (800) 626-0238
 Phone: (210) 821-5878
 Fax: (210) 832-0115



MacDonell Elementary

Sam Hinojosa

May 8, 2012

UltraPlay

QTY	ITEM DESCRIPTION	UNIT Price	TOTAL Price
3	Bench, 6', w/Back, 2"x12" Planks, Inground Mount, Diamond-PowderCoated Frame, Model# P940S-V6	\$ 400.00	\$ 1,200.00
1	<i>FREIGHT</i>	\$ 164.00	\$ 164.00
1	<i>Installation of Above Equipment</i>	\$ 295.00	\$ 295.00
	Subtotal		\$ 1,659.00
	<i>Sales Tax (0% if non-taxable entity)</i>	0.000%	\$ -
	GRAND TOTAL		\$ 1,659.00

PRICING IS FOR MATERIALS AND DELIVERY ONLY. INSTALLATION IS INCLUDED ONLY WHERE NOTED ABOVE

Approved BuyBoard Vendor Proposal #346-10 "Park Place Recreation Designs"

Prices are valid for 30 days after which they are subject to change. No applicable permits, fees or bonds have been included unless quoted above- these are available at an additional cost. Any work not specifically mentioned in this proposal as being included shall be deemed excluded. The customer will be responsible for any taxes owed.

Please issue all purchase orders and payments to: Park Place Recreation Designs, Inc

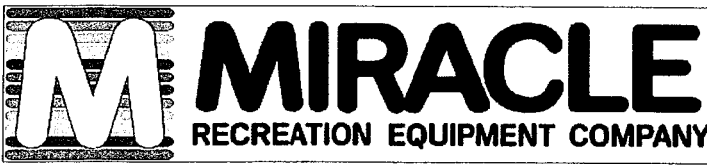
I authorize the purchase of the above equipment and/or services.

Signature

Printed Name

Date

www.miracleparkplace.com
 Representing Miracle Recreation Equipment Company
 P.O. Box 18186 - San Antonio, Texas 78218
 210/821-5878 800/6260238 Fax: 210/832-0115



Equipment Quotation

Sales Representative

Park Place Recreation Designs, Inc.
 P. O. Box 18186
 San Antonio, TX 78218
 Phone: (800) 626-0238 Fax: (210) 832-0115

Quote Number: 09120383
 Quote Date: 05/08/2012
 Customer Number: 78040C01
 Terms of Sale: Net 30
 Customer Class: 1. Parks & Rec
 Shipping Method: Miracle
 Freight Terms: Prepaid
 Approximate Ship Date:
 Cust PO Num:

Prepared For: LAREDO I.S.D.
 1702 HOUSTON ST
 LAREDO, TX 78040

Location: MACDONELL ELEMENTARY
 1606 BENAVIDES ST
 LAREDO, TX 78040

Payment/Accounting Contact: PURCHASING DEPARTMENT (956) 795-3220

Shipping/Delivery Contact: SAM HINOJOSA (956) 795-2350
 CYNTHIA CONCHAS (956) 795-4010

Quantity	Item Number	Description	Price Each	Price Total
1	EWF	ENGINEERED WOOD FIBER (EWF), DEL'D	\$3,993.00	\$3,993.00
1	EWFI	INSTALLATION OF WOOD FIBER SURFACING	\$621.00	\$621.00
25	44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	\$83.00	\$2,075.00
1	4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	\$895.00	\$895.00
1	TCX11147	CUSTOM PLAYSCAPE EXTENSION	\$35,560.00	\$35,560.00
			Equipment Total:	\$43,144.00
			Freight:	\$2,438.21
			Installation:	\$9,892.00
			Discount:	\$9,087.00
			SubTotal:	\$46,387.21
			Tax:	\$0.00
			Grand Total:	\$46,387.21

Notes:

THIS IS THE DELIVERED AND INSTALLED PRICE FOR THE ABOVE MIRACLE EQUIPMENT, MIRACLE TIMBER BORDER W/ADA RAMP AND 75 CUBIC YARDS OF ENGINEERED WOOD FIBER SURFACING.

I hereby authorize Miracle Recreation Equipment Company to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the Miracle truck. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Company.

COUNCIL COMMUNICATION

DATE: 08/06/2012	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 \$178,813.54 for the purchase and installation of a play structure at Uni-Trade Stadium. Funding is available in the 2010 CO Bond 466-9822-535-4752.
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INITIATED BY: Horacio De Leon, Assistant City Manager Jesus Olivares, 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 of a play structure at Uni-Trade Stadium.

Kraftsman Commerical Playgrounds
19535 Haude Road
Spring, TX 77388

QTY	Description	Unit Price	Ext. Price
1	Quest Play Structure for ages 5-12 by WOW Playgrounds	\$44,450.00	\$44,450.00
1	Free Play Unit for ages 5-12 by WOW Playgrounds	\$13,560.00	\$13,560.00
1	Free Play Unit for ages 5-12 by WOW Playgrounds	\$17,630.00	\$17,630.00
1	Free Play Unit for ages 5-12 by WOW Playgrounds	\$15,110.00	\$15,110.00
1	Journey Play Structure for ages 2-5 by WOW Playgrounds	\$13,690.00	\$13,690.00
	Hurricane Spinner, overhead freestanding event by WOW		
2	Playgrounds	\$1,824.00	\$3,648.00
2	Free Standing-Frog Pads, 3 pads. By: WOW Playgrounds	\$396.00	\$792.00
	Free Standing Zig Zag Balance Beam. By: WOW		
1	Playgrounds	\$304.00	\$304.00
2	Tea Cup Spinner, Freestanding. By: WOW Playgrounds	\$1,286.00	\$2,572.00
1	Free Standing-Fire Station Climber By: WOW Playgrounds	\$1,960.00	\$1,960.00
	4' Funtimber Poly (12" high) Playground Curb w/ spike,		
118	manuf. By Childforms	\$40.00	\$4,720.00
	Retro-fit end timber and filler assembly, 12" tall, (2) ends		
1	& (2) fillers	\$150.00	\$150.00
	Subtotal		\$118,586.00
	S&H		\$6,562.50
	Discount		(\$29,373.00)
	Equipment		
	Subtotal		\$95,775.50
	Installation		\$41,505.10
	Total		\$137,280.60

QTY	Description	Unit Price	Ext. Price
678	Engineered Wood Fiber for Playgrounds	\$29.00	\$19,662.00
9	Polyspun Soil Separator, 1800 SF	\$300.00	\$2,700.00
1	Discount on Buyboard Purchase Contract # 346-10		(\$5,694.00)
		Subtotal	\$16,668.00
		S&H	\$17,038.24
		Equipment	
		Subtotal	\$33,706.24
		Installation	\$7,826.70
		Total	\$41,532.94
		Grand Total	\$178,813.54

FINANCIAL IMPACT: The play structure will be purchased through the 2010 C.O. Bond 466-9822-535-4752 in the amount of \$178,813.54.

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATION:

It is recommended that this contract be approved.



Kraftsman
 COMMERCIAL PLAYGROUNDS
 &
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Quote #Q44522

Page: 1

Date: 7/26/2012
 Project: 13821
 By: Ramon Garza

Sold To: Laredo, City of
 Jesus Olivares
 UniTrade Stadium Children's Play Zone fall surfacing
 1110 Houston
 Laredo TX 78040
 Phone: 956-791-7309 Fax: 956-791-7498
 Terms: 100% Prepaid

Ship To:
 UniTrade Stadium Children's Play Zone fall surfacing
 6320 Sinatra Parkway
 Laredo TX 78041
 Main Phone: Mobile Phone:

Qty	Product	Description	Size	Weight	Color	Unit Price	Ext. Price
678	EWFP	Engineered Wood Fiber for playgrounds.	cu. yd.		Natural	29.00	19,662.00
9	FABRIC	Polyspun Soil Separator, 1800 SF	6'x300'	40 lbs		300.00	2,700.00
1	DISCBB	Discount on BuyBoard Purchase BuyBoard Contract # 346-10				-5,694.00	-5,694.00

Subtotal: \$16,668.00
 Shipping & Handling: \$17,038.24
 Equipment Subtotal: \$33,706.24
 Tax: \$0.00
 Install: \$7,826.70
 Total: \$41,532.94



Kraftsman
 COMMERCIAL PLAYGROUNDS
 &
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Quote #Q44522

Page: 2

Date:	7/26/2012
Project:	13821
By:	Ramon Garza

Notes

Subject: Bonding

Date: 1/26/2012

No completion, performance, and / or payment bonds are included.

Subject: Building Permits & Engineering Stamps

Date: 1/26/2012

1. Building permits are not provided.
2. Engineer stamped plans are not included.

Additional charges will apply if these services are provided and / or required for completion of the project.

Subject: Installation

Date: 1/26/2012

Installation includes the items listed as part of this proposal only.

Subject: Insurance Terms

Date: 1/26/2012

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Subject: Project Completion

Date: 1/26/2012

Shipping date from factory will be approximately 4 to 8 weeks from the date ordered, provided that the following has been completed and approved by the customer:

1. Project product submittals reviewed, approved and returned.
2. Color selection sheet (signed and dated)
3. Physical project address
4. All contact names and phone numbers
5. Exemption certificate (if applicable)
6. Deposit per contract

Allow approximately 4 to 6 weeks for project completion upon delivery from manufacturer, weather permitting.

Subject: Site Work

Date: 1/26/2012

Site preparation, grading, and fill materials are not included. Site is to be within 1" of final grade by others.

Subject: Sales Tax

Date: 1/26/2012

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Shipping & Handling:



Kraftsman
 COMMERCIAL PLAYGROUNDS
 &
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Quote #Q44522

Page: 3

Date:	7/26/2012
Project:	13821
By:	Ramon Garza

Terms

Sold To: Laredo, City of
Terms: 100% Prepaid

Ship To: UniTrade Stadium Children's Play Zone
 fall surfacing

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications .
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
9. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
10. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
11. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted: _____
 Ramon Garza

Date: July 26, 2012

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature: _____

PO#:

Printed Name & Title : _____

Date of Acceptance: _____

Authorized Signature: _____

Printed Name & Title : _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!



Kraftsman
 COMMERCIAL PLAYGROUNDS
 &
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Quote #Q44494

Page: 1

Date: 7/23/2012
 Project: 13374
 By: Ramon Garza

Sold To:
 Laredo, City of
 Jesus Olivares
 UniTrade Stadium Children's Play Zone
 1110 Houston
 Laredo TX 78040
 Phone: 956-791-7309 Fax: 956-791-7498
 Terms:
 Net 30 days

Ship To:
 Laredo, City of
 Jesus Olivares
 UniTrade Stadium Children's Play Zone
 6320 Sinatra Parkway
 Laredo TX 78041
 Main Phone: 956-791-7309 Mobile Phone: 956-319-6000

Qty	Product	Description	Size	Weight	Color	Unit Price	Ext. Price
OPTION 3							
1	Q-1520	Quest Play Structure for ages 5-12 by WOW Playgrounds		5,465	choice	44,450.00	44,450.00
1	FP5-357	Free play unit for ages 5-12 by WOW Playgrounds		1,794	choice	13,560.00	13,560.00
1	FP5-1455	Free play unit for ages 5-12 by WOW Playgrounds		2,463	choice	17,630.00	17,630.00
1	FP5-1187	Free play unit for ages 5-12 by WOW Playgrounds		2,199	choice	15,110.00	15,110.00
1	J-1510	Journey Play Structure for ages 2-5 by WOW Playgrounds		1,824	choice	13,690.00	13,690.00
2	WFR16610	Hurricane Spinner, overhead freestanding event. By WOW Playgrounds		160	choice	1,824.00	3,648.00
2	80642003	Free Standing - Frog Pads, 3 pads. By: WOW Playgrounds		50	choice	396.00	792.00
1	80641200	Free Standing - Zig Zag Balance Beam. By: WOW Playgrounds.		85	choice	304.00	304.00
2	WFR17548	Tea Cup Spinner, freestanding. By WOW Playgrounds		71	choice	1,286.00	2,572.00
1	80650900	Free Standing - Fire Station Climber. By: WOW Playgrounds.		208	choice	1,960.00	1,960.00
118	FTB-00001	4' Funtimber Poly (12" high) playground curb w/ spike, manuf. by Childforms	12" x48"	12	Black	40.00	4,720.00
1	ADJ-00001	Retro-fit end timber and filler assembly, 12" tall, (2) ends & (2) fillers			black	150.00	150.00

Subtotal: \$118,586.00
 Shipping & Handling: \$6,562.50
 Discount: (\$29,373.00)
 Equipment Subtotal: \$95,775.50
 Tax: \$0.00
 Install: \$41,505.10
 Total: \$137,280.60



Kraftsman
COMMERCIAL PLAYGROUNDS
&
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Quote #Q44494

Page: 2

Date:	7/23/2012
Project:	13374
By:	Ramon Garza

Notes

Subject: Bonding

Date: 1/26/2012

No completion, performance, and / or payment bonds are included.

Subject: Building Permits & Engineering Stamps

Date: 1/26/2012

1. Building permits are not provided.
2. Engineer stamped plans are not included.

Additional charges will apply if these services are provided and / or required for completion of the project.

Subject: Color Selections

Date: 1/26/2012

Colors will be selected from the manufacturers standard colors only.

Subject: Installation

Date: 1/26/2012

Installation includes the items listed as part of this proposal only.

Subject: Design Note

Date: 1/26/2012

Resilient surfacing and retaining borders will be by others.

Subject: Insurance Terms

Date: 1/26/2012

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Subject: Project Completion

Date: 1/26/2012

Shipping date from factory will be approximately 4 to 8 weeks from the date ordered, provided that the following has been completed and approved by the customer:

1. Project product submittals reviewed, approved and returned.
2. Color selection sheet (signed and dated)
3. Physical project address
4. All contact names and phone numbers
5. Exemption certificate (if applicable)
6. Deposit per contract

Allow approximately 4 to 6 weeks for project completion upon delivery from manufacturer, weather permitting.

Subject: Site Work

Date: 1/26/2012

Site preparation, grading, and fill materials are not included. Site is to be within 1" of final grade by others.

Subject: Sales Tax

Date: 1/26/2012

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.



Kraftsman
COMMERCIAL PLAYGROUNDS
&
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Quote #Q44494

Page: 3

Date:	7/23/2012
Project:	13374
By:	Ramon Garza

Subject: Utilities

Date: 1/26/2012

Customer is to call and arrange for utility locating with the public utilities stake out providers for the property location where work is being completed.

All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with customer for a date that this is to be completed prior to Kraftsman arriving on site.

Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.

Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owners expense and responsibility.

Shipping & Handling:



Kraftsman
COMMERCIAL PLAYGROUNDS
 &
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Quote #Q44494

Page: 4

Date:	7/23/2012
Project:	13374
By:	Ramon Garza

Terms

Sold To: Laredo, City of

Ship To: UniTrade Stadium Children's Play Zone

Terms: Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications .
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
9. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
10. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
11. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted: _____
 Ramon Garza

Date: July 23, 2012

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature: _____

PO#:

Printed Name & Title : _____

Date of Acceptance: _____

Authorized Signature: _____

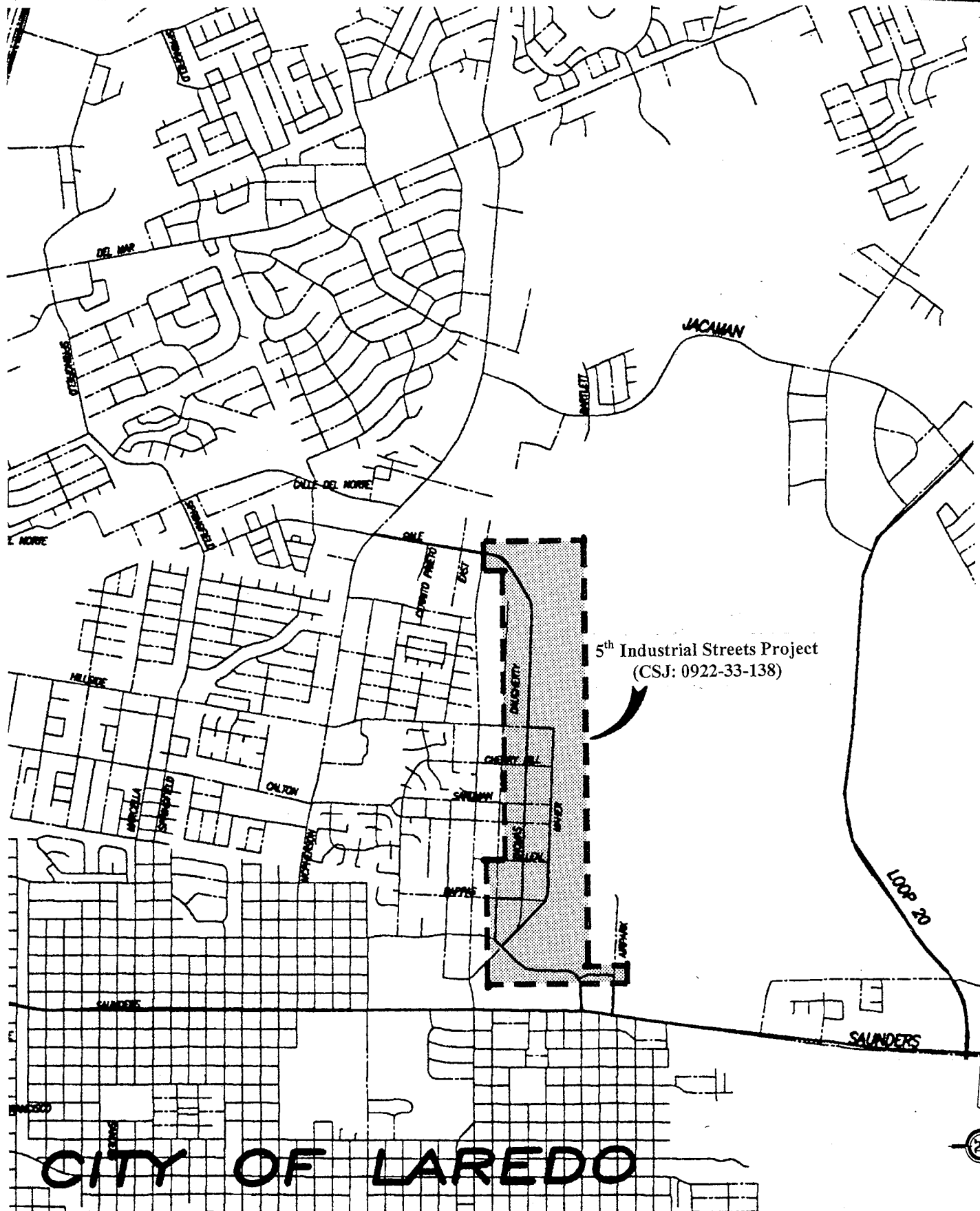
Printed Name & Title : _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

COUNCIL COMMUNICATION

<p>DATE: 08/06/12</p>	<p>SUBJECT: MOTION Consideration for approval of the 5TH Industrial Street Project (CSJ: 0922-33-138) with Zertuche Construction, LLC, Laredo, Texas, as complete and approval of a Change Order No. 2 a decrease of \$9,462.80 for the balance of quantities actually constructed in place. Also, approval of \$132,600.00 of liquidated damages (156 Working Days at \$850.00 per day); approval of release of final payment and retainage in the amount of \$161,734.27, and approval of a net final payment in the amount of \$29,134.27 which is (\$161,734.27 - \$132,600.00). Final Construction Contract amount is \$ 2,430,585.70. Funding is available in the Capital Grants Fund.</p>														
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer</p>														
<p>PREVIOUS COUNCIL ACTION: On February 7, 2011, City Council approved change order no. 1 a decrease of \$21,983.70 to the construction contract with Zertuche Construction, LLC., Laredo, Texas, for the 5th Industrial Streets Project (CSJ: 0922-33-138) for the addition and re-design of an existing parking lot at Pappas Street and Daugherty Avenue to correct a drainage problem and for re-design, reinforcement at street intersections per TxDot recommendations.</p>															
<p>BACKGROUND: The original project consisted of street paving improvements that include asphalt and concrete pavement reconstruction, surface course milling and overlays, and related excavation, construction and incidentals.</p> <p>Plans and specifications were prepared by Porras Nance Engineering, Laredo, Texas.</p> <p>This change order no. 2 is for the balance of quantities actually constructed in place.</p> <table border="0" data-bbox="126 1014 1549 1318"> <tr> <td>Original construction contract amount.....</td> <td align="right">\$2,462,032.20</td> </tr> <tr> <td>(Awarded by City Council on September 20, 2010)</td> <td></td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right">\$(21,983.70)</td> </tr> <tr> <td>(Approved by City Council on February 7, 2011)</td> <td></td> </tr> <tr> <td>For the addition and re-design of an existing parking lot at Pappas Street and Daugherty Avenue to correct a drainage problem and for re-design, reinforcement at street intersections per TxDot recommendations.</td> <td></td> </tr> <tr> <td>This change order no. 2.....</td> <td align="right"><u>\$(9,462.80)</u></td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$2,430,585.70</td> </tr> </table>		Original construction contract amount.....	\$2,462,032.20	(Awarded by City Council on September 20, 2010)		Change order no. 1.....	\$(21,983.70)	(Approved by City Council on February 7, 2011)		For the addition and re-design of an existing parking lot at Pappas Street and Daugherty Avenue to correct a drainage problem and for re-design, reinforcement at street intersections per TxDot recommendations.		This change order no. 2.....	<u>\$(9,462.80)</u>	Current construction contract amount.....	\$2,430,585.70
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This change order no. 2.....	<u>\$(9,462.80)</u>														
Current construction contract amount.....	\$2,430,585.70														
<p>FINANCIAL IMPACT: Funding is available in the Capital Grants Fund. Account No. 458-2662-525-4286</p>															
<p>COMMITTEE RECOMMENDATION: N/A.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>														



5th Industrial Streets Project
(CSJ: 0922-33-138)

CITY OF LAREDO

CONSIDERATION FOR APPROVAL OF THE 5th INDUSTRIAL STREETS PROJECT
(CSJ: 0922-33-138) AS COMPLETE AND APPROVAL OF CHANGE ORDER No.2

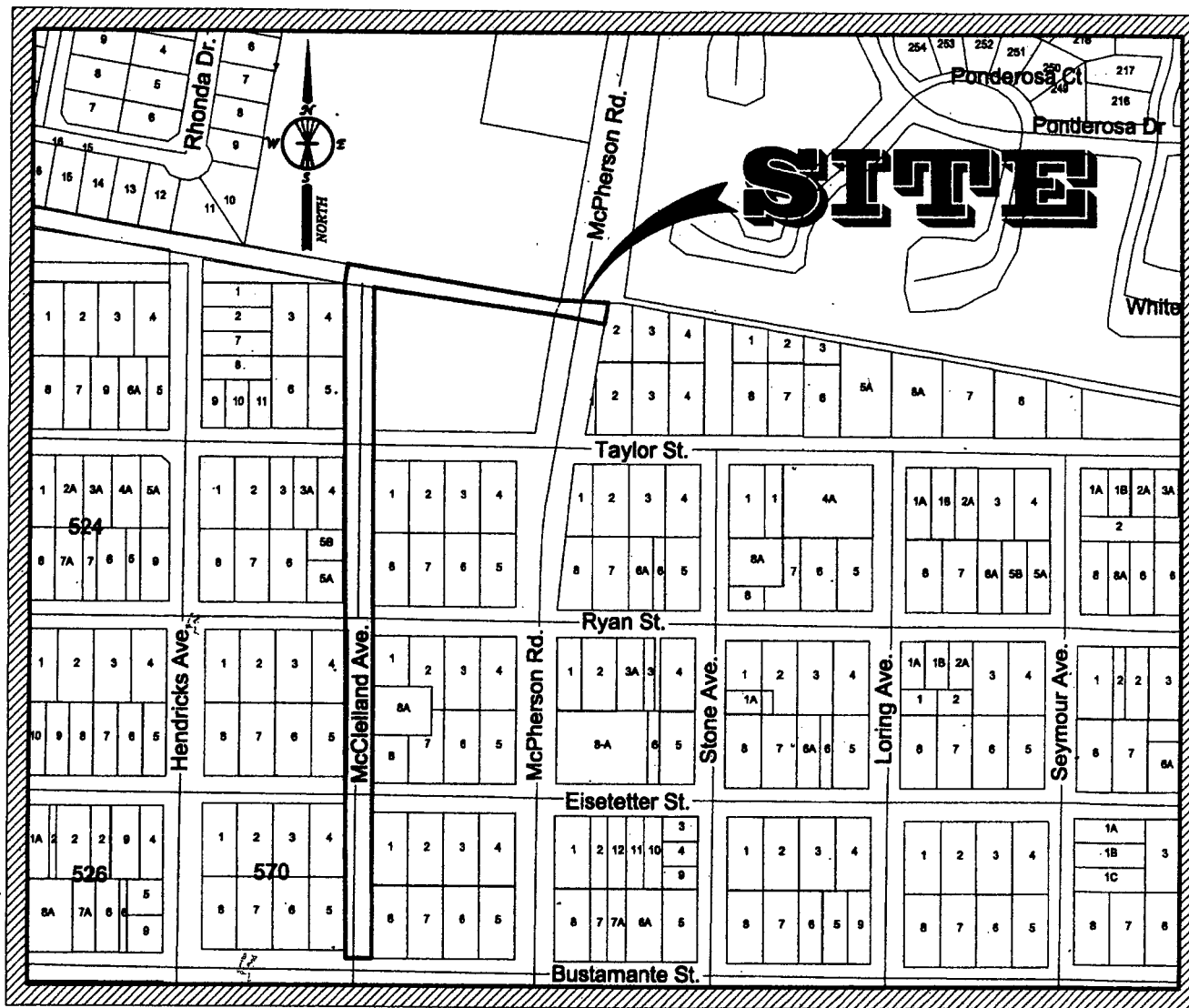
City Council Meeting
August 6, 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 578 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

COUNCIL COMMUNICATION

<p>DATE: 08/06/12</p>	<p>SUBJECT: MOTION Consideration for approval of change order no. 2 an increase of \$16,246.75 to the construction contract with Reim Construction, Inc., Mission, Texas, for the Canal Street Drainage Improvements Phase III for additional water, sanitary sewer and storm drainage improvements as requested by City Staff and to add three (3) working days to the construction contract time. Current construction contract amount with this change order is \$750,089.90. Current construction contract time with this change order is two hundred nine (209) working days. Completion date for the project is scheduled for January 2013. Funding is available in the HMGP (Hazard Mitigation Grant Program) from the Texas Governor's Division of Emergency Management (DEM), the Utilities 2011 Revenue Bond and the 2008 C.O. Bond.</p>														
<p>INITIATED BY: Carlos Villarreal, City Manager</p>	<p>STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Riazul I. Mia, Environmental Director</p>														
<p>PREVIOUS COUNCIL ACTION: On June 18, 2012, City Council approved change order no. 1 an increase of \$36,877.80 to the construction contract with Reim Construction, Inc., Mission, Texas, for the Canal Street Drainage Improvements Phase III for additional water, sanitary sewer and drainage improvements as requested by City Staff and to add twenty-six (26) working days to the construction contract time.</p>															
<p>BACKGROUND: The original project consists of constructing two 10'x5' concrete box culverts just north of the three existing 10'x5' box culverts crossing McPherson Road, located approximately 300 feet north of the intersection of McPherson Road and Taylor Street.</p> <p>The project also includes roadway reconstruction; retaining walls, concrete rip rap, concrete sidewalks, roadway striping and traffic control will be associated with the constructing of the two additional box culverts. In addition to the box culvert construction, approximately 1815 LF of new 12" diameter sanitary sewer line must be constructed in order to accommodate the construction of the box culverts. The 12" diameter sanitary sewer line will be constructed along McClelland Avenue from Bustamante Street to a point approximate 300 feet north of the intersection of McPherson Road and Taylor Street. Abandoning of an existing 12" sanitary sewer line and removing an existing lift station is also part of the scope of the project. The project includes utility relocations and/or adjustments. Plans and specifications were prepared by Howland Engineering and Surveying Company, Laredo, Texas.</p> <p>This change order no. 2 is for additional water, sanitary sewer and storm drainage improvements as requested by City Staff and to add three (3) working days to the construction contract time. Completion date for the project is scheduled for January 2013.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Original construction contract amount.....</td> <td align="right">\$696,965.35</td> </tr> <tr> <td colspan="2">(Approved by City Council on January 17, 20120)</td> </tr> <tr> <td>Change order no. 1.....</td> <td align="right">\$36,877.80</td> </tr> <tr> <td colspan="2">(Approved by City Council on June 18, 2012)</td> </tr> <tr> <td colspan="2">For additional water, sanitary sewer and drainage improvements as requested by City Staff and to add twenty-six (26) working days to the construction contract time.</td> </tr> <tr> <td>This change order no. 2.....</td> <td align="right">\$16,246.75</td> </tr> <tr> <td>Current construction contract amount.....</td> <td align="right">\$750,089.90</td> </tr> </table>		Original construction contract amount.....	\$696,965.35	(Approved by City Council on January 17, 20120)		Change order no. 1.....	\$36,877.80	(Approved by City Council on June 18, 2012)		For additional water, sanitary sewer and drainage improvements as requested by City Staff and to add twenty-six (26) working days to the construction contract time.		This change order no. 2.....	\$16,246.75	Current construction contract amount.....	\$750,089.90
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This change order no. 2.....	\$16,246.75														
Current construction contract amount.....	\$750,089.90														
<p>FINANCIAL IMPACT: Funding is available in the: HMGP (Hazard Mitigation Grant Program) – Account No. 249-3864-545-9301 - \$4,282.31 Utilities 2011 Revenue Bond - Account No. 557-4193-538-0359 - \$10,537.00 2008 C.O. Bond – Account No. 463-9852-535-9599 - \$1,427.44</p>															
<p>COMMITTEE RECOMMENDATION: N/A.</p>	<p>STAFF RECOMMENDATION: Approval of Motion.</p>														



CONSIDERATION FOR APPROVAL OF CHANGE OEDER No.2,
FOR THE CANAL STREET DRAINAGE IMPROVEMENTS PHASE III

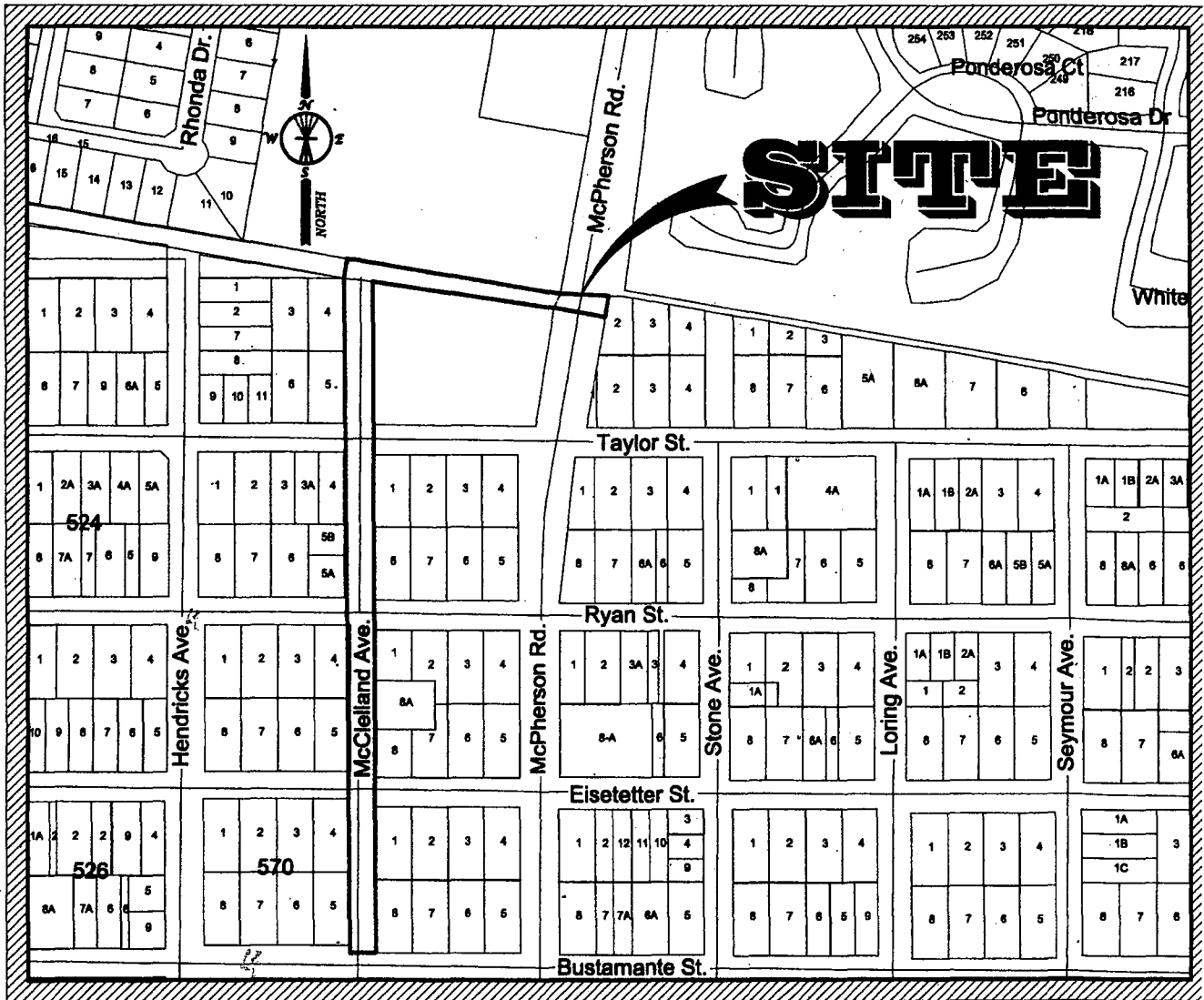
Operation Committee Meeting
July 31, 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT

1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM





**CONSIDERATION FOR APPROVAL OF CHANGE OEDER No.2,
FOR THE CANAL STREET DRAINAGE IMPROVEMENTS PHASE III**

City Council Meeting
August 6, 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:
8/6/12

SUBJECT: MOTION

Approving the submission of the 2012 Consolidated One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) in request for funding through 38th Action Year Community Development Block Grant (CDBG) funds of \$3,347,669 and \$98,540 in CDBG Program Income for a total of \$3,446,209; \$879,662 in 2012 HOME Investment Partnerships Program (HOME) funds, and \$20,052 in HOME Program Income for a total of \$899,714; \$284,955 in 2012 Emergency Solutions Grants Program (ESG) funds; and \$60,000 through the Housing Rehabilitation Revolving Loan fund, and authorizing the City Manager to execute all documents as a result of the Plan's submission. The Action Plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

38th AY Community Development Block Grant

Community Development Administration	\$665,328
Graffiti Removal Program	\$42,977
Code Enforcement	\$506,059
Housing Rehabilitation Administration	\$267,520
Housing Rehabilitation Loan Program (\$98,540 in Program Income)	\$450,000
Hamilton Hotel - Section 108 Loan Repayment	\$99,737
Slaughter Park Improvements	\$606,252
St. Vincent de Paul Section 202 Housing Improvements	\$282,084
Median Beautification Dist V	\$ 62,084
Farias Recreation Center Boxing Gym	\$404,168
Demolition of Substandard Structures	<u>\$60,000</u>
Total	\$3,446,209

Housing Rehabilitation Revolving Loan Program	\$17,150
Housing Rehabilitation Revolving Loan Administration	<u>\$42,850</u>
Total	\$60,000

HOME Investment Partnership Grant

HOME Program Administration	\$66,634
Downpayment Assistance (\$20,052 in Program Income)	\$339,798
Tenant-Based Rental Assistance	\$361,332
15% CHDO Set-Aside	<u>\$131,950</u>
Total	\$899,714

Emergency Solutions Grants Program

ESG Program Administration	\$21,371
Homeless Prevention	\$30,192
Rapid Re-Housing	\$62,419
Operations	\$85,593
Essential Services-Shelter	\$44,028
Essential Services – Outreach	\$33,486
Homeless Management Information System (HMIS)	<u>\$7,866</u>
Total	\$284,955

COUNCIL COMMUNICATION

INITIATED BY:

Ms. Cynthia Collazo
Deputy City Manager

STAFF SOURCE:

Ms. Ronnie Acosta
CD Director

PREVIOUS COUNCIL ACTION:

07/02/2012– A Public Hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2012 Consolidated One-Year Action Plan.

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 38th AY Community Development Block Grant (\$3,347,669), the HOME Investment Partnerships Program (\$879,662), and the Emergency Solutions Grants Program (\$284,955). An additional \$98,540 is anticipated to be received through CDBG program income; \$60,000 through Housing Rehabilitation Revolving Loan funds; and \$20,052 in HOME program income. The award of funds is contingent on the submission and approval of a Consolidated One-Year Action Plan which specifically details the activities/projects to be funded with HUD Program funds. The Consolidated Plan planning process requires that citizens be provided an opportunity to participate in identifying needs and suggestions for the use of funds.

As such, the citizen participation process included a series of public notices, public meetings, public hearings, and citizen inquiries through phone calls, regular mail, and e-mails. City staff also met at several publicized locations to collect surveys regarding the need for programs and services in the community prior to the preparation of the draft plan. Comments received included the need for more recreational parks and public facilities and services, housing rehabilitation, lighting in neighborhoods, code enforcement, homeless assistance and transitional housing for the homeless, rental assistance, housing assistance, a detoxification center, sidewalks, and additional amenities at existing parks.

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

The Consolidated Plan was available for public review and comment for a period of 30 days at the offices of the City Secretary and the Department of Community Development. A copy of the plan was also available at the Main Public Library and on the City of Laredo's website. The comment period began on June 17, 2012 and ended on July 17, 2012. In addition, a second Public Hearing was held on 7/02/2012 to receive comments on the projects proposed to be funded by HUD through entitlement program funds and anticipated program income. During the public meeting, comment was made by members of City Council regarding the repayment of the Section 108 Loan to the City, and regarding the steps that are being taken to make the public aware of available HOME programs and if services are being limited to a particular area. Comment was also made regarding the use of project fund balances. No other comments were received from the general public either orally or in writing during the comment period. All comments have been incorporated into the final plan and taken under consideration for proposed project funding.

COUNCIL COMMUNICATION

FINANCIAL IMPACT:	
38 th AY Community Development Block Grant	\$3,347,669
2012 HOME Investment Partnerships Program	\$879,662
2012 Emergency Solutions Grant	\$284,955
Proposed CDBG Program Income	\$98,540
Propose HOME Program Income	\$20,052
Proposed Housing Rehabilitation Revolving Loan Fund	<u>\$60,000</u>
Total	\$4,690,878
COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	That this motion be approved.

COUNCIL COMMUNICATION

DATE: 08/06/12	SUBJECT: MOTION Award of construction contract to the lowest bidder Anderson Columbia Co., Inc., Weslaco, Texas, in the amount of \$8,158,342.00 for the Laredo International Airport Taxiway Construction and General Aviation Apron Reconstruction Phase 7 with a construction contract time of three hundred sixty-five (365) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for September 2013. Funding is available in the Airport Construction Fund FAA Grant No. 70.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager
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PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The project involves reconstruction of Portland Cement Concrete (PCC) pavement at various locations on the General Aviation Apron, the extension of Taxiway J, and the reconstruction of Taxiway F from east of Runway 35L to extended Taxiway J. The work includes erosion and sedimentation controls, pavement demolition, excavation, grading, drainage, asphalt base, PCC pavement, airfield electrical work, pavement markings, seeding, and sodding. All improvements will be constructed in accordance with Federal Aviation Administration standards and specifications for airport construction.

Plans and specifications were prepared by URS Corporation, Dallas, Texas.

Three (3) bids were received at the City Secretary's Office at 4:00 P.M. on Wednesday, May 30, 2012, and publicly opened, read, and taken under advisement on Thursday, May 31, 2012, at 10:00 A.M. as follows:

Contractor (Bidder)	Schedule A (Realign Taxiway F and Extend Taxiway J)	Schedule B (Construct Taxiway A Connectors)	Schedules A and B
1. Anderson Columbia Weslaco, Texas	\$5,240,171.00	\$2,918,171.00	\$8,158,342.00
2. Reim Construction Mission, Texas	\$6,034,749.20	\$3,453,195.50	\$9,487,944.70
3. Ballenger Construction Harlingen, Texas	\$6,018,204.19	\$3,559,681.82	\$9,577,886.01

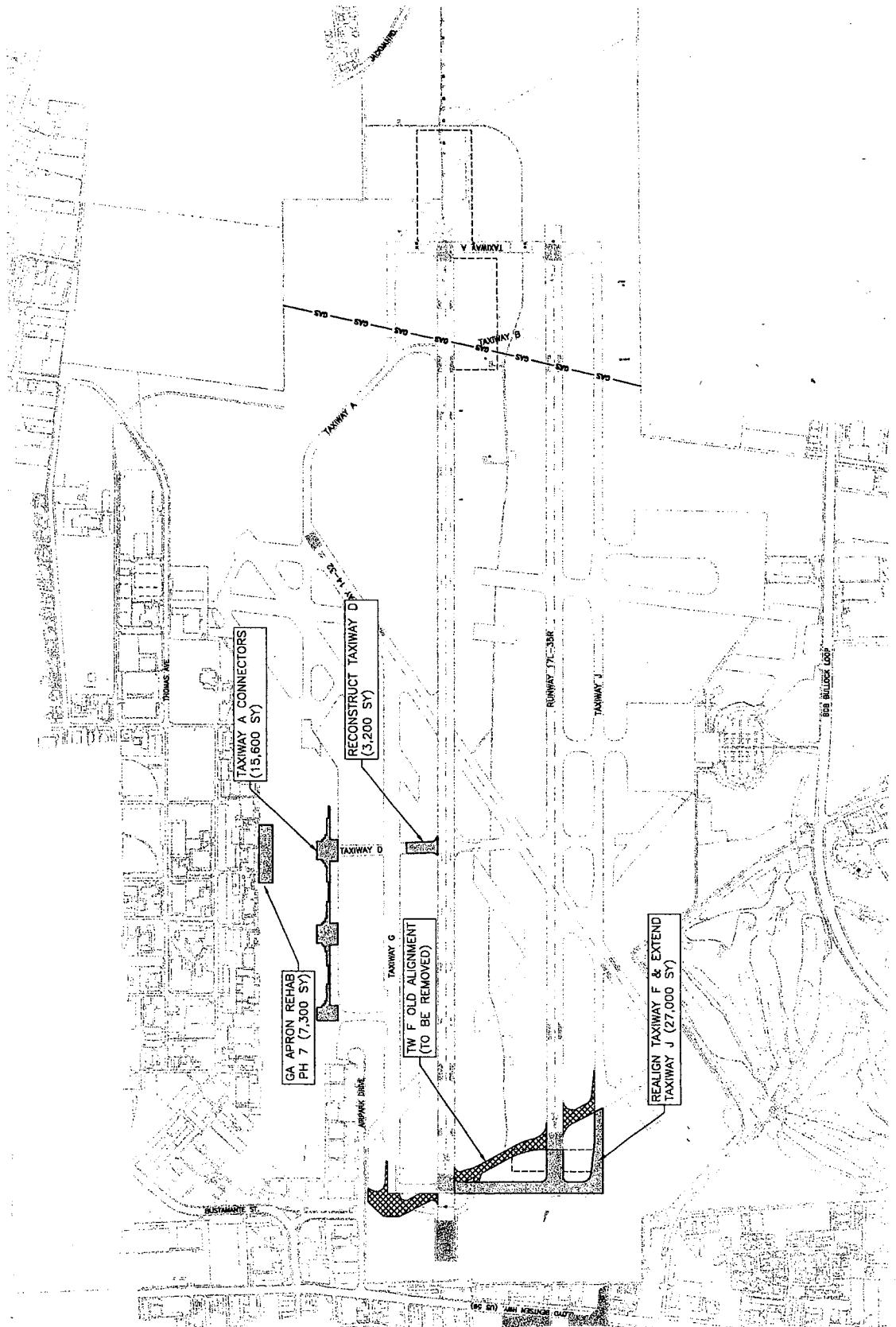
The bid and bid bonds for Anderson Columbia Co., Inc., Weslaco, Texas, were checked and found to be in order. Staff therefore recommends award in the amount of \$8,158,342.00 (which includes Schedules A and B) to Anderson Columbia Co., Inc., Weslaco, Texas.

Bid submitted by Anderson Columbia Co., Inc., herewith attached.

Construction contract time is three hundred sixty-five (365) calendar days after notice to proceed is issued. Completion date for the project is scheduled for September 2013.

FINANCIAL IMPACT:
Funding is available in the Airport Construction Fund FAA Grant No. 70.
Account No. 433-3602-585-9301

COMMITTEE RECOMMENDATION: On June 05, 2012 the Airport Advisory Board considered this item and recommends approval.	STAFF RECOMMENDATION: Approval of Motion.
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**AWARD OF CONSTRUCTION CONTRACT TO THE LOWEST BIDDER FOR
THE LAREDO INTERNATIONAL AIRPORT TAXIWAY CONSTRUCTION AND
GENERAL AVIATION APRON RECONSTRUCTION PHASE 7**

City Council Meeting
August 6, 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: Anderson Columbia Co., Inc.
Contractor

Address: P.O. Box 565, Weslaco, Texas 78599

Phone: (956) 969-4614

Fax: (956) 968-0982

Project:
**LAREDO INTERNATIONAL AIRPORT
TAXIWAY CONSTRUCTION & GA APRON PHASE 7**

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: B.O. 5/24/12
Addendum No. 2: _____
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

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

Wage Determination: _____ 5/30/12 B.O.
Labor Provisions: _____ 5/30/12 B.O.
Affirmative Action Program: _____ 5/30/12 B.O.

Project:

**LAREDO INTERNATIONAL AIRPORT
TAXIWAY CONSTRUCTION & GA APRON PHASE 7**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

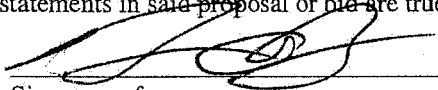
COUNTY OF WEBB {}

Berry O'Bryan

being first duly sworn, deposes and says

That he is Texas Area Manager of Anderson Columbia Co., Inc.
(a Partner or Officer of the firm of, etc.)

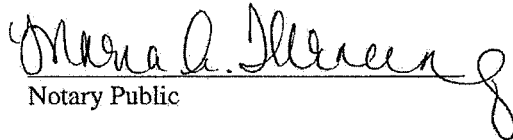
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner,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



Signature of

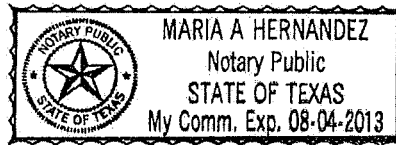
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 30th day of May, 20 12.


Notary Public

My Commission expires

08-04-2013



INFORMATION TO CONTRACTORS

Project:

**LAREDO INTERNATIONAL AIRPORT
TAXIWAY CONSTRUCTION & GA APRON PHASE 7**

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate for each contract by the Department. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

Issued 10/29/91

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

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

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

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

The Comptroller is amending the rule to reflect this change.

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

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

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

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

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

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

STATEMENT OF MATERIALS AND OTHER CHARGES

Project:

LAREDO INTERNATIONAL AIRPORT
TAXIWAY CONSTRUCTION & GA APRON PHASE 7

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>4,500,000.00</u>
ALL OTHER CHARGES:	\$ <u>3,658,342.00</u>
*TOTAL:	\$ <u>8,158,342.00</u>

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

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

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

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

Project:
**LAREDO INTERNATIONAL AIRPORT
TAXIWAY CONSTRUCTION & GA APRON PHASE 7**

Statement of Qualifications: (Similar Projects Completed by Bidder)

- | | | |
|----|--------------------|--|
| 1. | Name of Project: | <u>Laredo International Airport runway 17R-35L Extension</u> |
| | Value of Contract: | <u>\$9,079,867.67</u> |
| | Date Completed: | <u>07/11</u> |
| 2. | Name of Project: | <u>Runway 17-35 Rehabilitation Phase I-Bob Sikes Airport</u> |
| | Value of Contract: | <u>\$2,113,332.17</u> |
| | Date Completed: | <u>02/08</u> |
| 3. | Name of Project: | <u>Okaloosa Regional Airport-South Apron Expansion</u> |
| | Value of Contract: | <u>\$2,938,377.80</u> |
| | Date Completed: | <u>09/07</u> |

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

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

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

Edward T. Teegarden

Education **Iowa State University of Science and Technology, Ames, Iowa**
B.S., Construction Engineering
Graduation Date: August 1999, passed EIT exam, will take PE exam when time permits

Work Experience Present) **Price Construction, LTD. / Anderson Columbia (February 2006 to**

US 83/359 Interchange Project, Laredo, TX (May 2006 to November 2008)
\$30 million TxDOT project involving, PCC pavement, AC pavement, 3 bridge structures, retaining walls, and other misc. construction.

Title: Project Manager/Superintendent. Job duties include: Overseeing project staff of 3 to 6 supervisors with 25 to 100 total workers per day, scheduling and coordinating work, pricing change orders, and corresponding with TxDOT, assuring project safety, quality, and production. Project had zero lost time accidents, was completed on schedule, was completed 8% under-budget, and TxDOT has nominated project for various awards.

Other work with Price Construction includes Project Management or Assistant Project Management work on several other projects ranging from \$200,000 to \$40,000,000. Including DOT highway work, FAA airport work, private work, and wind farm civil work, aggregate production, asphalt plant production, and concrete plant production. (May 2006 to Present)

Jones Contractors, L.P. (February 2003 to January 2006)

Loop 20/I-35 Interchange Project, Laredo, TX (Feb 2003 to Jan 2006)
\$70 million TxDOT project involving, PCC pavement, AC pavement, large bridge structures, retaining walls, and other misc. construction.

Title: Project Engineer. Job duties include: scheduling and coordinating work with foremen, subcontractors, and TxDOT, ordering and expediting materials, tracking job quantities and costs, forecasting job costs and revenues, pricing change order proposals, creating concrete mix designs. Assisted in creating and implementing bridge structure jacking and repair methods.

Granite Construction Co. (HCD) (May 1998 to January 2003)

I-27 Repair Project, Lubbock, TX (July 2002 to Jan 2003)
\$7 million TxDOT project involving repair of: PCC pavement, AC pavement, bridge decks, bridge structures, hot rubber chip seal, and striping.

Title: Project Engineer. Job duties include: scheduling and coordinating work with foremen, subcontractors, and TxDOT, ordering and expediting materials, assure crews are working productively and safely, tracking job quantities and costs, and forecasting job costs and revenue.

Frankford/Loop 289 Overpass, Lubbock, TX (November, 2001 to November, 2002)
\$13 million TxDOT project involving: new bridge structure, widening 3 miles of existing roadway, MSE walls, embankment, AC pavement, PCC pavement, drainage structures, curb & gutter, flatwork, electrical, signs, and striping.

Title: Project Engineer. Job duties included: scheduling and coordinating work with foremen, subcontractors, and TxDOT, leading weekly scheduling meetings with TxDOT

RE, inspectors, and superintendents, ordering and expediting materials, coordinating use of specialized equipment with other project managers and outside vendors, designing and monitoring construction of formwork, tracking job quantities and costs, forecasting job costs and revenue, and supervising office engineer intern.

Camino Colombia Toll Road, Laredo, TX (August 1999 to November 2001)

\$52 million privately funded design build toll road involving: 22 mile new alignment toll road with large excavation and embankment AC and PCC pavement, aggregate production, bridge structures, drainage structures, MSE walls, and toll booth facilities.

Title: Office Engineer/Field Engineer. Job duties included: calculating and verifying subcontractor and supplier monthly payments, tracking job quantities and costs, assisting in cost forecasting, coordinating toll facility design and construction with subcontractor.

Granite Construction Company (HCD) Estimating Office, Watsonville, CA

(May 1998 to December 1998)

Title: Intern Estimator. Performed quantity take-off for several large transportation projects. Used Agtek for dirt work take-off and Sure Track and Primavera to help draft schedules.

Project:

**LAREDO INTERNATIONAL AIRPORT
TAXIWAY CONSTRUCTION & GA APRON PHASE 7**

Proposed Progress Schedules:

See Attached

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

See Attached

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

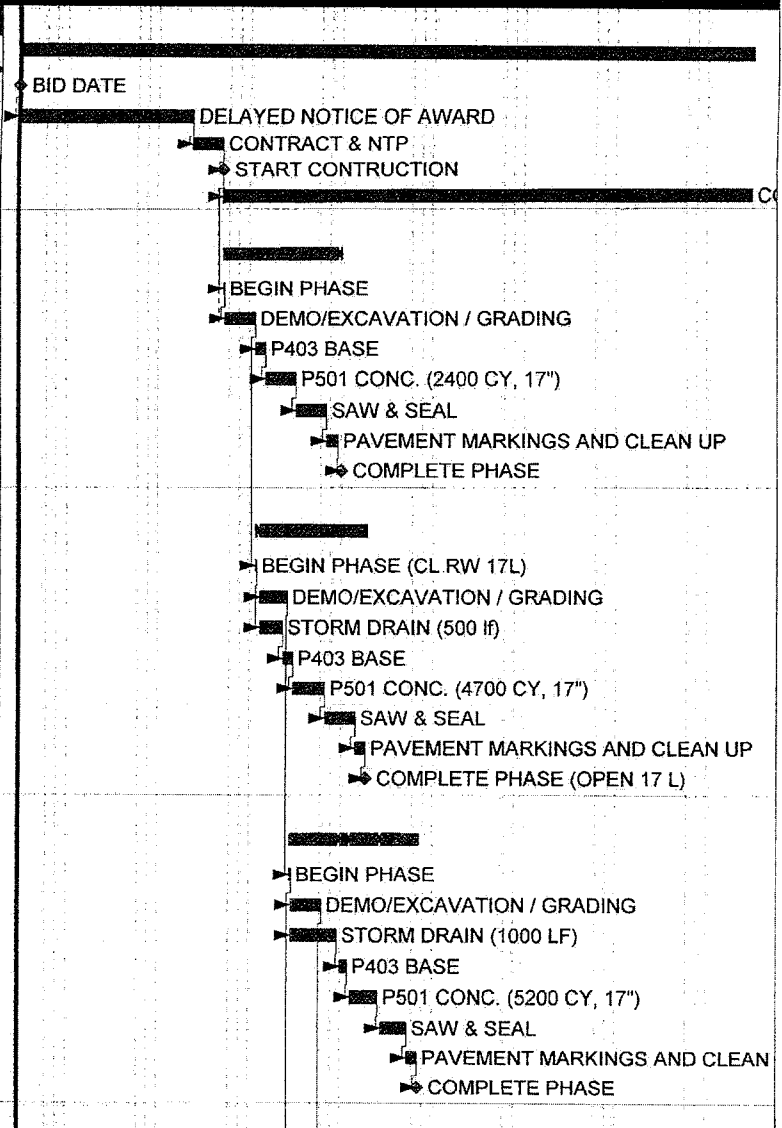
~~See Attached~~

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

- F&W Electric
- Soil Tech

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	%
MISC. CONTRACT PROCUREMENT							
		358	358	30MAY12 A	17OCT13	0	0
100	BID DATE	0	0	30MAY12 A			100
110	DELAYED NOTICE OF AWARD	120	120	30MAY12	26SEP12	0	0
120	CONTRACT & NTP	21	21	27SEP12	17OCT12	0	0
130	START CONSTRUCTION	0	0	18OCT12		0	0
140	CONTRACT DURATION	365	365	18OCT12	17OCT13	0	0
PHASE 1 TAXIWAY F WEST (75 DAYS) (5000 SY)							
		55	55	18OCT12	07JAN13	203d	0
1000	BEGIN PHASE	1	1	18OCT12	18OCT12	114d	0
1005	DEMO/EXCAVATION / GRADING	15	15	19OCT12	08NOV12	114d	0
1020	P403 BASE	5	5	09NOV12	15NOV12	203d	0
1030	P501 CONC. (2400 CY, 17")	15	15	16NOV12	06DEC12	203d	0
1040	SAW & SEAL	14	14	07DEC12	27DEC12	203d	0
1050	PAVEMENT MARKINGS AND CLEAN UP	5	5	28DEC12	04JAN13	203d	0
1060	COMPLETE PHASE	0	0	07JAN13		203d	0
PHASE 2 (17L & TAXIWAY F) (90 DAYS) (10,000 SY)							
		52	52	09NOV12	24JAN13	190d	0
2000	BEGIN PHASE (CL RW 17L)	1	1	09NOV12	09NOV12	114d	0
2005	DEMO/EXCAVATION / GRADING	15	15	12NOV12	30NOV12	114d	0
2010	STORM DRAIN (500 lf)	12	12	12NOV12	27NOV12	190d	0
2020	P403 BASE	5	5	28NOV12	04DEC12	190d	0
2030	P501 CONC. (4700 CY, 17")	15	15	05DEC12	26DEC12	190d	0
2040	SAW & SEAL	14	14	27DEC12	16JAN13	190d	0
2050	PAVEMENT MARKINGS AND CLEAN UP	5	5	17JAN13	23JAN13	190d	0
2060	COMPLETE PHASE (OPEN 17 L)	0	0	24JAN13		190d	0
PHASE 3 (TAXIWAY F E & J) (100 DAYS) (11,000 SY)							
		62	62	03DEC12	01MAR13	164d	0
3000	BEGIN PHASE	1	1	03DEC12	03DEC12	114d	0
3010	DEMO/EXCAVATION / GRADING	15	15	04DEC12	24DEC12	154d	0
3020	STORM DRAIN (1000 LF)	22	22	04DEC12	04JAN13	164d	0
3030	P403 BASE	5	5	07JAN13	11JAN13	164d	0
3040	P501 CONC. (5200 CY, 17")	15	15	14JAN13	01FEB13	164d	0
3050	SAW & SEAL	14	14	04FEB13	21FEB13	164d	0
3060	PAVEMENT MARKINGS AND CLEAN UP	5	5	22FEB13	28FEB13	164d	0
3070	COMPLETE PHASE	0	0	01MAR13		164d	0
PHASE 4 (GAAPRON) (100 DAYS) (5200 SY, 10")							



Start date 17MAY12
 Finish date 17OCT13
 Data date 30MAY12
 Run date 18MAY12
 Page number 1A
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Anderson Columbia Inc. Co.
Laredo Airport Taxiway F - Phase 7

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

Description	Manufacturer	Model	ModelY
LINCOLN TOWN CAR	LINCOLN	TOWN CAR	2004
FORD TAURUS	FORD	TAURUS	2005
TOYOTA COROLLA SEDAN 4dr silver	TOYOTA	COROLLA	2005
EXCURSION FORD	FORD	EXCURSION	2005
MERCURY GRAND MARQUIS RED	MERCURY	GRAND MARQUIS	2003
TOYOTA RAV-4 SILVER	TOYOTA	RAV4	2005
FORD 500 SE	FORD	500 SE	2005
MERCURY GRAND MARQUIS GRN	MERCURY	GRAND MARQUIS	2004
MERCURY GRAND MARQUIS	MERCURY	GRAND MARQUIS	2004
TAHOE CHEVROLET SILVER	CHEVROLET	TAHOE	2004
VOLKSWAGON JETTA T01 SILVER	VOLKSWAGON	JETTA 701	2006
FORD TAURUS WHITE	FORD	TAURUS	2003
FORD TAURUS WHITE	FORD	TAURUS	2003
EXPEDITION FORD WHITE	FORD	EXPEDITION LIMITEE	2011
FORD TAURUS WHITE	FORD	TAURUS	2003
MERCURY GRAND MARQUIS	MERCURY	GRAND MARQUIS	2003
MERCURY GRAND MARQUIS	MERCURY	GRAND MARQUIS	2003
FORD TAURUS SE	FORD	TAURUS SE	2004
MERCURY ULTAMA 4dr White	MERCURY	ULTAMA	2003
VOLKSWAGON JETTA T01	VOLKSWAGON	JETTA T01	2006
VOLKSWAGON JETTA T01 SILVER	VOLKSWAGON	JETTA T01	2006
PICKUP DODGE RAM 1500 RCAB	DODGE	RAM1500	2004
PICKUP CHEVROLET 2500 CC 4X4 G	CHEVROLET	2500 4X4 Green	2005
PICKUP TOYOTA TACOMA 4x2	TOYOTA	TACOMA	2006
PICKUP TOYOTA TACOMA 4x2	TOYOTA	TACOMA	2006
PICKUP TOYOTA TACOMA reg cab	TOYOTA	TACOMA	2006
PICKUP TOYOTA TACOMA 4x2	TOYOTA	TACOMA 4x2	2006
PICKUP CHEVROLET DK BLUE	CHEVROLET	DK Blue	2005
PICKUP GMC C-1500	GMC	C-1500	1999
PICKUP CHEVROLET	CHEVROLET		2005
PICKUP TOYOTA TACOMA	TOYOTA	TACOMA	2006
PICKUP FORD F350	FORD	F350	2006
PICKUP TOYOTA TACOMA 4x2	TOYOTA	TACOMA	2006
PICKUP TOYOTA TACOMA 4x2	TOYOTA	TACOMA	2006
PICKUP CHEVROLET C1500	CHEVROLET	C1500	2006
PICKUP FORD RANGER red	FORD	RANGER red	1995
PICKUP CHEVROLET SILVERADO 2DR	CHEVROLET	SILVERADO	2005
PICKUP FORD F251 4x2 CREW CAB	FORD	F250 4x2 crew	2005
PICKUP TOYOTA TACOMA 4x2	TOYOTA	TACOMA 4X2	2006
PICKUP TOYOTA TACOMA 4cy1 7130	TOYOTA		2005
PICKUP GMC 1500 SIERRA	GMC	1500 Sierra	2005
PICKUP FORD F150 S/CR	FORD	F150	2005
PICKUP CHEVROLET SILVERADO	CHEVROLET	SILVERADO	2005
PICKUP CHEVROLET SILVERADO	CHEVROLET		2005
PICKUP TOYOTA TACOMA reg cab	TOYOTA	TACOMA	2006
PICKUP TOYOTA TACOMA 4x2	TOYOTA	TACOMA 4X2	2006
PICKUP TOYOTA TACOMA reg cab	TOYOTA	TACOMA	2006
PICKUP CHEVROLET	CHEVROLET		2000
PICKUP TOYOTA TACOMA	TOYOTA	TACOMA	2006
VAN CHEVROLET G3500	CHEVROLET	G3500	2005
VAN CHEVROLET 15 PASSENGER 3DR	CHEVROLET	15 3 dr	2005

VAN DODGE SPRINTER PD3 10pass.	DODGE		2005
VAN CHEVROLET G350	CHEVROLET	G350	2005
DODGE SPRINTER WAGON	DODGE	SPRINTER WAGON	2006
VAN CHEVROLET EXPRESS CARGO	CHEVROLET	EXPRESS	2005
VAN CHEVROLET	CHEVROLET		2005
VAN CHEROLET 3500 EXPRESS 15 P	CHEVROLET	3500 15 pass	2002
VAN CHEVROLET EXPRESS	CHEVROLET	EXPRESS	2002
VAN CHEVROLET EXPRESS	CHEVROLET	EXPRESS	2002
VAN CHEVY EXPRESS 15 PASS.	CHEVROLET	EXPRESS 15 pass	2004
VAN CHEVROLET EXPRESS	CHEVROLET	EXPRESS	2004
VAN CHEVROLET E3500	CHEVROLET	E3500	2004
VAN CHEV 3500	CHEVROLET	3500	2006
VAN CHEV C3500	CHEVROLET	C3500	2006
VAN CHEVROLET 3500	CHEVROLET	3500	2007
VAN CHEVY 15 PASS 3500 EXPRESS	CHEVROLET	3500 EXPRESS	2005
VAN CHEVROLET 3500	CHEVROLET	3500	2008
VAN FORD	FORD	E350	2009
MECH TRUCK CHEVROLET Reg Cab	CHEVROLET	Reg	2005
PICKUP TRUCK CHEVY SILV. 2500	CHEVROLET MOT	2500HD	2002
MECH TRUCK CHEVROLET SILVERADO	CHEVROLET	SILVERADO 3500	2006
MECH TRK CHEV. SILVERADO 3500	CHEVROLET	SILVERADO 3500	2006
MECH TRUCK FORD F-800	FORD	F-800	1999
TIRE TRUCK FORD F350 S-DTY	FORD	F350 SUPER DUTY	2006
MECH TRUCK FORD F-450	FORD	F-450	1999
MECH TRUCK FORD F550 4X2 DIESE	FORD	F550 4X2	2001
MECH TRUCK FORD F650 super dut	FORD	F650	2001
MECHANIC TRUCK FORD F650 SUPER	FORD	F650 SUPER DUTY	2002
MECH TRUCK FORD F550 4X2 DIESE	FORD	F550 4X2	2002
MECH TRUCK FORD F650 4dr	FORD	F650 4 DR	2003
MECH TRUCK FORD F650SD	FORD	F650SD	2003
MECH TRUCK FORD F550	FORD	F550	2003
MECH TRUCK FORD F550	FORD	F550	2004
MECHANIC TRUCK FORD F450 super	FORD	F450	1997
MECH TRUCK NISSAN UD	NISSAN	UD	1998
FUEL TRUCK INTERNATIONAL 4300	INTERNATIONAL	4300SBA	2007
MECHANIC TRUCK FORD F750	FORD	F750	2006
MECHANIC TRUCK CHEVY 2500HD	CHEVROLET	2500HD	2006
MECHANIC TRUCK FORD F450 (DANNY) TX	FORD	F450	2001
MECHANIC TRUCK GMC TX	GMC	ONE TON	1998
MECHANIC TRUCK FORD F550 TX	FORD	F550	2008
MECHANIC TRUCK FORD F550 TX	FORD	F550	2006
MECHANIC TRUCK FORD F550 TX	FORD	F550	1999
MECHANIC TRUCK FORD F750	FORD	F750	2009
MECHANIC TRUCK FORD	FORD	F550	2011
PICKUP CHEVY SILVERADO 1500 CC	CHEVROLET	SILVERADO 1500 CC	2006
PICKUP COLORADO 2DR CREW CAB	DODGE	2DR crew	2005
PICKUP FORD F25H	FORD	F25H	2005
GMC PICK-UP (RED)	GMC		1997
PICKUP FOR F250 ELECTRICIAN	FORD	F250	2005
PICKUP CHEVROLET C15	CHEVROLET	C15	2001
PICKUP FORD F250 ELECTRICIAN	FORD	F250 Electrician	2002
PICKUP GMC SIERRA ext cab	GMC	SIERRA	2005

PICKUP FORD F250 SUP CAB XL	FORD	F250	2004
PICKUP CHEVROLET AVALANCHE	CHEVROLET	AVALANCHE	2005
PICKUP GMC SIERRA	GMC	SIERRA	2001
PICKUP GMC 1500	GMC	1500	2001
PICKUP CHEVY SILVERADO 1500	CHEVROLET	1500	2006
PICKUP FORD F250	FORD	F250	2004
PICKUP CHEVROLET C1500 V8	CHEVROLET	C1500	2005
PICKUP FORD F250 CREW CAB	FORD	F250	2003
PICKUP FORD F150	FORD	F150	2003
PICKUP FORD F150	FORD	F150	2003
PICKUP FORD F250 Beige	FORD	F250	2004
PICKUP FORD F150 EX CAB	FORD	F150	2003
PICKUP FORD F150	FORD	F150	2004
PICKUP FORD F150 TX	FORD	F150	2004
PICKUP FORD F150 ext cab	FORD	F150	2004
PICKUP FORD F250 CREW CAB TX	FORD	F250	2004
PICKUP FORD F350	FORD	F350	2006
PICKUP FORD F150 S/CB	FORD	F150	2004
PICKUP GMC SIERRA 1500	GMC	SIERRA	2002
PICKUP FORD RANGER	FORD	RANGER	2004
PICKUP TOYOTA TACOMA 4X2	TOYOTA	TACOMA.4X2	2006
PICKUP FORD F250	FORD	F250	2001
PICKUP FORD F250 4X4 EX CAB	FORD	F250 4x4 ex cab	2004
FLATBED FORD F600 SERVICE X	FORD	F600	1992
FLATBED INTERNATIONAL 4700	INTERNATIONAL	4700	1998
FLATBED INTERNATIONAL 4300	INTERNATIONAL	4300	2003
WATER TRUCK FORD L8000 X	FORD	L8000	1995
FLATBED INTERNATIONAL 4700LP X	INTERNATIONAL	4700LP	1998
FLATBED INTERNATIONAL 4700	INTERNATIONAL	4700	1995
FLATBED INTERNATIONAL 4700 X	INTERNATIONAL	4700	1995
FLATBED MACK 22 TN WATER X	MACK	22 TN WATER	1989
FLATBED FORD F600 X	FORD	F600	1991
FLATBED FORD F-700 X	FORD	F-700	1990
FLATBED ISUZU PAINT	ISUZU	FRR	1995
FLATBED FORD F-700 attenuator X	FORD	F-700	1990
FLATBED INTERNATIONAL 4700 X	INTERNATIONAL	4700	1998
FUEL TRUCK CHEVROLET	CHEVROLET	CHEVROLET	2004
FUEL/SERVICE FLATBED INTER	INTERNATIONAL	4400SBA	2007
GREASE / FUEL TRUCK MACK CH613	MACK	CH613	1994
GREASE TRUCK INTERNATL 4x2	INTERNATIONAL		1998
GREASE TRUCK INTERNATL	INTERNATIONAL		1998
SAND TRUCK MACK X	MACK	SAND TRUCK	1989
SAND TRUCK INTERNATL	INTERNATIONAL	INTERNATL	1979
WATER TRUCK MACK E7427 X	MACK	CH613	1999
FLATBED INTERNATIONAL w/2 X	INTERNATIONAL	4300	2002
FLATBED INTERNATIONAL w/2 X	INTERNATIONAL	4300	2002
FUEL TRUCK MACK CH612	MACK	CH612	1995
WATER TRUCK MACK	MACK	MACK	1992
FLATBED FORD F550 SUPER CREW	FORD	F550	2003
GREASE / FUEL TRUCK MACK CH613	MACK	CH613	1997
GREASE / FUEL TRUCK MACK CH613	MACK	CH613	1998
FLATBED INTERNATIONAL 4300 x	INTERNATIONAL	4300	2004

FLATBED INTERNATIONAL 4300	INTERNATIONAL	4300	2004
DUMP TRUCK MACK CV713	MACK	CV713	2006
DUMP TRUCK MACK CV713	MACK	CV713	2006
DUMP TRUCK MACK CV713	MACK	CV713	2006
DUMP TRUCK MACK CV713	MACK	CV713	2006
DUMP TRUCK MACK	MACK	MACK	2001
DUMP TRUCK MACK CV713	MACK	CV713	2006
DUMP TRUCK MACK CV713	MACK	CV713	2006
WATER TRUCK MACK RD688Sgvw700	MACK	RD688S	1997
DUMP TRUCK MACK CV713	MACK		2006
DUMP TRUCK MACK CV713	MACK		2006
DUMP TRUCK MACK CV713	MACK		2006
DUMP TRUCK MACK CV713	MACK		2006
WATER TRUCK MACK DM6905 mini	MACK	DM6905	1995
WATER TRUCK MACK DM6905 mini	MACK	DM6905	1996
WATER TRUCK MACK MINI	MACK	MINI	1996
WATER TRUCK MACK	MACK	MACK	1997
WATER TRUCK MACK RD688S	MACK	RD688S	1999
MACK RD688S	MACK	RD688S	2000
FUEL TRUCK MACK RD688S has MIS10098	MACK	RD688S	2000
DUMP TRUCK MACK RD688S mini	MACK	RD688S	2000
DUMP TRUCK MACK RD688S mini	MACK	RD688S	2000
DUMP TRUCK MACK RD688S mini	MACK	RD688S	2000
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2003
TRACTOR TRUCK MACK CX613	MACK	CX613	2004
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2003
TRUCK TRACTOR PETERBILT 385	PETERBILT	385	2007
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2004
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2004
TRUCK TRACTOR PETERBILT	PETERBILT		1989
TRUCK TRACTOR MACK CHN613	MACK		2006
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2006
PTRB TRACTOR	PETERBILT		2006
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2004
TRUCK TRACTOR PETERBILT 385	PETERBILT	385	2006
TRACTOR TRUCK WESTERN STAR	WESTERN STAR		2000
TRACTOR TRUCK WESTERN STAR	WESTERN STAR		2003
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2007
WATER TRUCK MACK R w/725	MACK	R	1988
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2007
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2007
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2007
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2007
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2007
TRUCK TRACTOR MACK	MACK		1988
TRUCK TRACTOR MACK CH613 (WATE	MACK	CH613	1995
TRUCK TRACTOR MACK CH613	MACK	CH613	1997
TRUCK TRACTOR MACK CH613 (lowb	MACK	CH613 LOWBOY	1997
TRUCK TRACTOR MACK CH613	MACK	CH613	1997
TRUCK TRACTOR MACK CH613	MACK	CH613	1997
TRACTOR TRUCK MACK CH613 (Lowb	MACK	CH613 LOWBOY	2001
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2003

FLAT BED FORD F700	FORD	F700	1989
TRACTOR TRUCK PETERBILT	PETERBILT		2003
TRACTOR TRUCK PETERBILT	PETERBILT		2003
FUEL TRUCK was TRACTOR TRUCK	PETERBILT	385	2003
TRACTOR TRUCK PETERBILT	PETERBILT		2003
TRACTOR TRUCK PETERBILT 385	PETERBILT	385	2003
TRACTOR TRUCK PETERBILT	PETERBILT		2003
TRACTOR TRUCK MACK CH612	MACK	CH612	2002
TRACTOR TRUCK MACK CH612	MACK	CH612	2002
TRACTOR TRUCK MACK CH612	MACK	CH612	2002
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2004
TRACTOR TRUCK PETERBILT 379	PETERBILT	379	2004
TRACTOR TRUCK	MACK	CX613	2004
TRACTOR TRUCK	MACK	CX613	2004
HAUL TRUCK	INTERNATIONAL	9900	2000
HAUL TRUCK	MACK	R690ST	1988
HAUL TRUCK	PETERBILT		2000
5TH WHEEL(JUAN JOSE GARCIA)	INTERNATIONAL	4300	2005
5TH WHEEL	INTERNATIONAL	9400	1999
TRAILER TANK FRUEHAUF EP1	FRUEHAUF		1974
TRAILER LOWBOY ALABAMA MT8.35A	ALABAMA	MT8.35AW	1979
TRAILER TANKER ETNYER LIQ. ASP	ETNYRE	LIQUID ASPHALT	2006
TRAILER ETNYRE RS1 TANKER	ETNYRE	RS1	1978
TRAILER WELLS CARGO	WELLS CARGO	CARGO	1991
TRAILER ETNYRE RS1 TANKER	ETNYRE	RS1	1979
TRAILER TANKER ETNYER LIQ. ASP	ETNYRE	LIQUID ASPHALT	2006
TRAILER ETNYRE TANKER w/DIS 11	TRAILER WORLD	TANKER	2004
"TRAILER HOMEMADE WATER 12x6,5	HOMEMADE	WATER	2005
TRAILER BORCO DUMP	BORCO	DUMP	2006
TRAILER 5TH WHEEL		WHEEL	
TRAILER FRUEHAUF TANKER	FRUEHAUF	TANKER	1981
TRAILER LOWBOY ALABAMA w/624	ALABAMA	ALABAMA	1965
TRAILER LOWBOY WALLACE	WALLACE	WALLACE	1995
TRAILER JOPLIN EP1 TANKER	JOPLIN	EP1	1953
TRAILER BORCO DUMP	BORCO	DUMP	2006
"TRAILER RAIL 5x8, black, wt.		"5x8,"	1997
TRAILER HARDEE DUMP	HARDEE	DUMP	1996
TRAILER CHANCY LOG	CHANCY	LOG	1979
TRAILER ETNYER Q29215 LOWBOY	ETNYRE	55 TON LOWBOY	2006
TRAILER BROCO	BROCO		1999
TRAILER LOWBOY WALLACE w/653 3	WALLACE	WALLACE	1992
TRAILER LOWBOY w/tkl 676		w/tkl	1987
TRAILER LOWBOY FONTAINS TH55FL	FONTAINS	FONTAINS	2005
TRAILER HARDEE DUMP 350AS	HARDEE	DUMP	1997
TRAILER REDRIVER LIVE BOTTOM	RED RIVER	LIVE BOTTOM	1990
TRAILER ETNYER LIVE BOTTOM LB-	ETNYRE	LIVE BOTTOM	2005
TRAILER ETNYER LIVE BOTTOM LB-	ETNYRE	LIVE BOTTOM	2005
TRAILER FRUEHAUF TANKER	FRUEHAUF	TANKER	1969
UTILITY POLE TRAILER was SEMI BOTTOM DUMP		BOTTOM	1991
TRAILER ETNYER LIVE BOTTOM LB-	ETNYRE	LIVE BOTTOM	2005
TRAILER DUMP WARREN WRDT	WARREN	AL.DUMP	2006
TRAILER SEMI BOTTOM DUMP		BOTTOM	1991

TRAILER ETNYRE LIVEBOTTOM	ETNYRE	LIVEBOTTOM	2006
TRAILER JENT w/676	JENT		1999
TRAILER TRAFFIC CONTROL MOT		MOT	1991
TRAILER SEMI BOTTOM DUMP RED R	RED RIVER	BOTTOM DUMP	1993
TRAILER SEMI BOTTOM DUMP RED R	RED RIVER	BOTTOM DUMP	1993
TRAILER SEMI BOTTOM DUMP RED R	RED RIVER	BOTTOM DUMP	1993
TRAILER ETNYRE	ETNYRE		1989
TRAILER HARDEE DUMP 350AS	HARDEE	DUMP 350AS	1997
TRAILER ETNYRE liquid asphalt	ETNYRE	liquid	1985
TRAILER FLATBED			1974
TRAILER FRUEHAUF FLATBED	FRUEHAUF	FLATBED	1971
TRAILER ETNYER LIVE BOTTOM LB-	ETNYRE	LIVEBOTTOM	2005
TRAILER FRUEHAUF Storage	FRUEHAUF	Storage	1978
TRAILER FLATBED FRUEHAUF 40'	FRUEHAUF	FRUEHAUF	1971
TRAILER MILLER	MILLER		1971
TRAILER ETNYER LIVE BOTTOM LB-	ETNYRE	LIVE	2005
TRAILER WALLACE LOWBOY	WALLACE	LOWBOY	1995
TRAILER HARDEE DUMP	HARDEE	DUMP	1996
TRAILER HARDEE DUMP	HARDEE	DUMP	1996
TRAILER WALLACE LOWBOY w/tkl 6	WALLACE	LOWBOY	1996
GRADER CAT 140G	CATERPILLAR	140G	1998
GRADER CAT 12	CATERPILLAR	12	1958
GRADER CAT 12H	CATERPILLAR	12H	1998
GRADER CAT 12G	CATERPILLAR	12G	1994
GRADER CAT 12G	CATERPILLAR	12G	1988
GRADER CAT 140G	CATERPILLAR	140G	1989
GRADER CAT 12G	CATERPILLAR	12G	1994
GRADER CAT 12G	CATERPILLAR	12G	1995
GRADER KOMATSU GD650A-2CY	KOMATSU	GD650A-2CY	1997
GRADER CAT 12G	CATERPILLAR	12G	used
GRADER CAT 140G	CATERPILLAR	140G	1998
GRADER CAT 12H	CATERPILLAR	12H	1999
GRADER CAT 140G	CATERPILLAR	140G	1992
GRADER CAT 12H	CATERPILLAR	12H	1996
GRADER CAT 12H	CATERPILLAR	12H	1998
GRADER CAT 12H	CATERPILLAR	12H	2002
GRADER CAT 12H	CATERPILLAR	12H	2002
SCRAPER CAT 613C	CATERPILLAR	613C	2005
SCRAPER CAT 613C	CATERPILLAR	613C	1999
SCRAPER CAT 613C	CATERPILLAR	613C	1993
SCRAPER CAT 613	CATERPILLAR	613	1995
SCRAPER CAT 613C (scs 858 is	CATERPILLAR	613C	1999
SCRAPER CAT 613C II	CATERPILLAR	613C II	2001
SCRAPER CAT 613C	CATERPILLAR	613C	2001
SCRAPER CAT 613C	CATERPILLAR	613C	2001
SCRAPER CAT 613C	CATERPILLAR	613C	2001
SCRAPER CAT 615C	CATERPILLAR	615C	2003
SCRAPER CAT 615C	CATERPILLAR	615C	2003
SCRAPER CAT 615C	CATERPILLAR	615C	2003
SCRAPER CAT 613	CATERPILLAR	613	2003
SCRAPER CAT 613C	CATERPILLAR	613C	

SCRAPER CAT 613C (R0109)	CATERPILLAR	613C	2003
SCRAPER CAT 613CII (R0144)	CATERPILLAR	613CII	2003
SCRAPER CAT 613C	CATERPILLAR	613C	
SCRAPER CAT 623G TX (R)	CATERPILLAR	623G	2004
SCRAPER CAT 623G TX (R)	CATERPILLAR	623G	2004
LOADER CAT 920	CATERPILLAR	920	1981
LOADER CAT 966	CATERPILLAR	966	1980
LOADER SKID STEER 262 MA7	SKID STEER	262 MA7	
LOADER KOMATSU WA250	KOMATSU	WA250	
LOADER CAT 920	CATERPILLAR	920	1978
LOADER CAT IT28G WHEEL	CATERPILLAR	IT28G	1998
LOADER KOMATSU WA450-3	KOMATSU	WA450-3	1998
920 CAT TRENCH ROLLER	CATERPILLAR	920	1970
LOADER KOMATSU WA250	KOMATSU	WA250	2003
920 CAT TRENCH ROLLER	CATERPILLAR	920	1978
LOADER KOMATSU WA320	KOMATSU	WA320	
LOADER NEW HOLLAND LV80	NEW HOLLAND	LV80	2006
LOADER JD 624G W/ROOT RAKE	CATERPILLAR	624G W/ROOT RAKE	1996
LOADER CAT 966F Wheel	CATERPILLAR	966F	1994
LOADER KOMATSU WA500-1	KOMATSU	WA500-1	1997
LOADER CAT 938F	CATERPILLAR	938F	1997
LOADER KOMATSU WA380-3L	KOMATSU	WA380-3L	1998
LOADER KOMATSU WA500-3L	KOMATSU	WA500-3L	1999
LOADER CAT 938G Wheel	CATERPILLAR	938G	used
LOADER CAT 950F	CATERPILLAR	950F	1997
LOADER CASE 621C (plant)	CASE	621C	
LOADER KOMATSU WA450-3L	KOMATSU	WA450-3L	2000
DOZER CAT D7G	CATERPILLAR	D7G	1979
DOZER CAT D7G	CATERPILLAR	D7G	1979
DOZER CAT D6D	CATERPILLAR	D6D	1977
DOZER CAT D6C	CATERPILLAR	D6C	1971
DOZER CAT D5G LGP	CATERPILLAR	D5G LGP	2006
DOZER CAT D5G LGP	CATERPILLAR	D5G LGP	2006
DOZER CAT D7G	CATERPILLAR	D7G	1978
DOZER CAT D6E CRAWLER	CATERPILLAR	D6E	1993
DOZER KOMATSU D65E-8	KOMATSU	D65E-8	1984
DOZER CAT D5C LGP	CATERPILLAR	D5C LGP	1999
DOZER CAT D5C LGP	CATERPILLAR	D5C LGP	1999
DOZER CAT D6M	CATERPILLAR	D6M	1998
DOZER CAT D5M LGP	CATERPILLAR	D5M LGP	1999
DOZER CAT D6H	CATERPILLAR	D6H	1992
DOZER CAT D6H	CATERPILLAR	D6H	1995
DOZER CAT D4H	CATERPILLAR	D4H	1996
DOZER CAT D6M	CATERPILLAR	D6M	1997
DOZER CAT D6M XL FTC TRACTOR	CATERPILLAR	D6M XL FTC TRACTO	2002
DOZER CAT D6M XL TRACTOR	CATERPILLAR	D6M XL	2002
DOZER CAT D3C LGP HST	CATERPILLAR	D3C LGP	used
DOZER CAT D5M LGP	CATERPILLAR	D5M LGP	2003
EXCAVATOR CAT 320L	CATERPILLAR	320L	
EXCAVATOR KOMATSU PC300LC-6	KOMATSU	PC300LC-6	1999
EXCAVATOR CAT 325CL	CATERPILLAR	325CL	2004
EXCAVATOR KOMATSU PC78US-6	KOMATSU	PC78US-6	2006

BACKHOE JOHN DEERE 310SG	JOHN DEERE	310SG	2006
BACKHOE JOHN DEERE 310SG	JOHN DEERE	310SG	2006
BACKHOE-LOADER CAT 436B	CATERPILLAR	436B	1994
BACKHOE KOMATSU PC300LC6	KOMATSU	PC300LC6	1997
ROLLER INGERSOLL RAND ST60	INGERSOLL RAND	ST60 (DD,SW)	
ROLLER HYSTER C340B (DD,SW)	HYSTER	"C340B DD,SW"	
ROLLER INGERSOLL DD24	INGERSOLL	DD24	2004
ROLLER DYNAPAC CC421	DYNAPAC	CC421	1996
ROLLER CAT CS563C	CATERPILLAR	CS563C	1995
ROLLER TANDEM DRESSER 708	TANDEM	708 TANDAM	1995
ROLLER VIB CAT CS563	CATERPILLAR	CS563	1995
ROLLER INGERSOLL RAND PT125R	INGERSOLL RAND	PT125R	1995
ROLLER DYNAPAC CP142	DYNAPAC	CP142	2005
ROLLER DYNAPAC CP142 PNEMATIC	DYNAPAC	CP142	2005
ROLLER ROADTEC TRENCH	ROADTEC	TRENCH	1993
ROLLER DRESSER S8-10.5A	DRESSER	S8-10.5A	1988
ROLLER DYNAPAC CP142 PNEMATIC	DYNAPAC	CP142 PNEMATIC	2005
CP142 PNEMATIC TIRE ROLLER	DYNAPAC	CP142	2005
ROLLER VIB INGERSOLL	INGERSOLL	INGERSOLL	1993
ROLLER DYNAPAC CP142 PNEMATIC	DYNAPAC	CP142 PNEMATIC	2005
ROLLER HYSTER C340C	HYSTER	C340C	1988
ROLLER INGRAM	INGRAM		1979
ROLLER DRESSER 708	DRESSER	708	
ROLLER CAT CB534DXW DD	CATERPILLAR	CB534DXW	2005
ROLLER CAT CB534DXW DD	CATERPILLAR	CB534DXW	2005
ROLLER VIB INGERSOLL-RAND SD10	INGERSOLL RAND	SD100D	1998
ROLLER CAT CB534DXW DD	CATERPILLAR	CB534DXW	2005
ROLLER INGERSOLL RAND PT125R	INGERSOLL RAND	PT125R	1994
ROLLER INGRAM	INGRAM	PT125	1994
ROLLER INGRAM	INGRAM		1984
ROLLER DRESSER S8-10.5A	DRESSER	S8-10.5A	1989
ROLLER INGRAM	INGRAM		1990
ROLLER INGRAM	INGRAM		1979
ROLLER CAT CB534DXW DD	CATERPILLAR	CB534DXW	2005
ROLLER HYPAC C340C	HYPAC	C340C	1998
ROLLER CAT CB534 DD	CATERPILLAR	CB534 DD	2005
DISTRIBUTOR FREIGHTLINER ROSCO	FREIGHTLINER	MAXIMIZER II	2005
DISTRIBUTOR CHEVROLET	CHEVROLET		1995
DISTRIBUTOR MACK	MACK		1996
DISTRIBUTOR GMC ROSCO	GMC	ROSCO	1996
DISTRIBUTOR FORD/ROSCO	FORD	ROSCO	1997
DISTRIBUTOR MACK DM685S	MACK	DM685S	1983
DISTRIBUTOR INTERNATIONAL dot #23	INTERNATIONAL	dot#2330	1991
DISTRIBUTOR FREIGHTLINER ROSCO	FREIGHTLINER	ROSCO MAXIII	2002
DISTRIBUTOR INTERNATIONAL ROSC	INTERNATIONAL	ROSCO MAXII	2002
DISTRIBUTOR ETNYRE S200C s/n s	ETNYRE	S200C S/N 3866	2005
DISTRIBUTOR ETNYRE S200C s/n s	INTERNATIONAL TRUC	S200C S/N 3867	2004
DISTRIBUTOR TRUCK	CENTENNIAL	S4116	2006
DISTRIBUTOR ETNYRE CENTENNIAL	ETNYRE	CENTENNIAL/STERLI	2007
SHOULDER SPRDR BLAWKNOX RW195D	BLAWKNOX	RW195D	
SHOULDER SPRDR BLAWKNOX RW195D	BLAWKNOX	RW195D	1996
CRANE LIMA 3007 X	LIMA	3007	

CRANE ALL TERRIAN LORAIN TEREX	LORAIN	RT450	1997
WATER WAGON CAT 613 PAN	CATERPILLAR	613	1980
CRANE HYD GALION 125 X	GALION	GALION 125	
VAC-CON TANKER	VACCON		2005
MIXER CAT SS250 STABILIZER	CATERPILLAR	SS250 STABLIZER	
PAVEMENT BREAKER HYD ARROW	ARROW	HYD ARROW	
MILLING MACHINE ROADTEC RX 900	ROADTEC	RX 900	2006
CRANE HYD GRAVE RE605 X	GRAVE	RE605	1972
CRUSHER HAMMERMILL FLEX54		FLEX54	
VAC-CON TANKER V390LHAD/1000	VACCON SEWER CLEA	V390LHAD/1000	2006
WATER WAGON CAT 621F 8000 GAL	CATERPILLAR	621F 8000 GAL	1996
SHOULDER SPRDE BLAWKNOX RW195	BLAWKNOX	BLAWKNOXRW195	1990
CRANE AMERICAN 7460 90 ton	AMERICAN	7460 90TON	1994
MIXER CAT SS250 STABILIZER	CATERPILLAR	SS250	
SHOULDER SPREADER MIDLAND SP	MIDLAND	MIDLAND	
SPREADER URICH 18 X	URICH	18	1966
MIXER CAT SS250 STABILIZER	CATERPILLAR	SS250	1988
WIDENER BLAWKNOX RW100	BLAWKNOX	RW100	1983
CRANE AMERICAN 7260 CRAWLER 10	AMERICAN	7260CRAWLER 100T used	
SOIL STABILIZER/RECLAIMER CMI	CMI	CMI RS425B	2003
CRANE LORAIN TEREX RT335 35TON	LORAIN	RT335	1997
DRILL RIG GIMCO 2800 on GT150	GIMCO	2800	2004
ARROWBOARD prod #2128 X		#2128	
BROOM TRACTOR FORD	FORD		1992
BROCE BROOM RJ350	BROCE	RJ350	
BROOM TRACTOR BROCE RC350	BROCE	RC350	1999
BROOM TRACTOR FORD 3230	FORD	3230	1990
BROOM BEAR ELGIN FIVE STAR FL4	ELGIN	FIVE STAR FL42H	1999
BROOM TRACTOR FORD 3230 / has MIS1008	FORD	3230	1993
BROOM FORD POWER	FORD	3230	1994
BROOM TRACTOR BROCE	BROCE		1994
BROOM TRACTOR FORD 3430	FORD	3430	1996
BROOM WALDON SWEEPMASTER	WALDON	SWEEPMASTER	1995
BROOM ROSCO CHALLENGER II	ROSCO	CHALLENGER II	2000
BROOM ROSCO CHALLENGER II	ROSCO	CHALLENGER II	2000
BROOM ROSCO CHALLENGER II	ROSCO	CHALLENGER II	2001
BROOM ROSCO CHALLENGER II	ROSCO	CHALLENGER II	2001
BROOM LEEBOY RB48	LEEBOY	RB48	2004
BROOM LEEBOY SWEEPRO	LEEBOY	SWEEPRO	2004
BROOM ROSCO SWEEPRO	ROSCO	SWEEPRO	2002
BROOM ROSCO RB48P	ROSCO	RB48P	2003
BROOM ROSCO RB48P	ROSCO	RB48P	2003
BROOM LEEBOY CHALLENGER CHII	LEEBOY	CHALLENGER CHII	2004
BROOM LEEBOY CHALLENGER II	LEEBOY	CHALLENGER II	2004
BROOM LEEBOY CHALLENGER II	LEEBOY	CHALLENGER II	2004
BROOM ROSCO CHALLENGER II	ROSCO	CHALLENGER II	2001
SHUTTLE BUGGY SB 2500B roadtec	ROADTEC		1999
WELDER MILLER BOBCAT 225G X	MILLER	BOBCAT 225G	
PILE HAMMER DIESEL X			1981
SCREENING PLANT Model # 5121			1997
DITCHWITCH MOD 10204 (TRL7006)			1994
PLANT WELDERBOBCAT tkm274 X	BOBCAT	225NT	

ASPHALT LEVELING BOX X			
DRILL HDM 15 GOMACO AUGER	GOMACO	HDM 15	
LIGHT PLANT AMIDA X	AMIDA		
WELDER W/TRLR MILLER WM1001	MILLER	WM1001	
FORKLIFT CASE 586G	CASE	586G	
TOW MOTOR FORKLIFT			
WELDER W/TRLR MILLER BIG40 X	MILLER	BIG 40	
PROFILE READER McCRACKEN X	MCCRACKEN	D-111	1999
PILE BURNER BBBP X		5285C3	
STICK BOOM 76-80` GENIE S-80 4	GENIE	S80	2005
WELDER BOBCAT 225 X	BOBCAT		
BOOM SNORKEL TB60 60-64` ST			2005
CHIP SPREADER ETNYRE	ETNYRE		
CHIP SPREADER ETNYRE	ETNYRE		
AIR COMPRESSOR SULLIVAN X	SULLIVAN	D185Q5	1994
UTILITY TRAILER EQUIPMENT X		7x18	2005
COLD PLANER CAT PC210 X	CATERPILLAR	PC210	2006
POWER SCREEN m60 m620 mk2 X			1996
SCREEN ALL READ RD40 X	READ		
LAB TRAILER FRUEHAUF X	FRUEHAUF		1976
AIR COMPRESSOR LERDE X	LERDE		
WELDER MILLER X	MILLER		
LAB TRAILER FRUEHAUF X	FRUEHAUF		1976
FORKLIFT JD 486E 21` straight	JOHN DEERE		1999
AIR COMPRESSOR LEROI X	LEROI		1993
ATHENS OFFSET HARROW X	ATHENS		1994
COMPRESSOR LEROI 185CFM	LEROI		
AIR COMPRESSOR SULLAIR X	SULLAIR		1994
GENERATOR CAT	CATERPILLAR		
PONTOON FLOAT DOCK 16` X			
BLOWER JD POWER X	JOHN DEERE		
CONCRETE CRUSHER X	LABOUNTY	LABOUNTY	1996
ROCK CRUSHER 130/150RC			1996
TRAILER GINDY STORAGE X	GINDY		1976
POWER UNIT model HPSI 130 X	HPSI	130	
TRENCHER VERMEER V450	VERMEER		1997
COMPACTOR VERMEER TC4	VERMEER		
TRAILER VAN HIGHWAY TRL CO X	HIGHWAY		
UTILITY TRAILER			1997
JET DRYER TURBO HEATER J-34		J-34	1999
HAY BLOWER FINN B70TD X	FINN		
LAB TRAILER FRUEHAUF STORAGE X	FRUEHAUF		1972
ROLLER INGERSOLL-RAND PT125R	INGERSOLL RAND	PT125R	1996
ROLLER INGERSOLL-RAND PT125R	INGERSOLL RAND	PT125R	1996
ROLLER INGERSOLL DD110	INGERSOLL	DD110	1999
ROLLER DYNAPAC CP22 LG	DYNAPAC	CP22 LG	1994
ROLLER INGERSOLL-RAND SD70D	INGERSOLL RAND	SD70D	1998
ROLLER DYNAPAC 8-12 CS12	DYNAPAC	38576 CS12	1994
ROLLER INGERSOLL-RAND DD110	INGERSOLL RAND	DD110	
ROLLER INGERSOLL-RAND DD125HF	INGERSOLL RAND	DD125HF ASPHALT	2002
ROLLER INGERSOLL-RAND DD125HF	INGERSOLL RAND	DD125HF ASPHALT	2002
ROLLER INGERSOLL-RAND SD100D	INGERSOLL RAND	SD100D	2003

ROLLER INGERSOLL-RAND SD100D	INGERSOLL RAND	SD100D	2003
ROLLER INGERSOLL-RAND SD100DTF	INGERSOLL RAND	SD100DTF	2003
ROLLER INGERSOLL-RAND SD100DTF	INGERSOLL RAND	SD100DTF	2003
ROLLER INGERSOLL-RAND SD100DTF	INGERSOLL RAND	SD100DTF	2003
ROLLER INGERSOLL-RAND DD125HF	INGERSOLL RAND	DD125HF	2004
ROLLER BOMAG BW11AS DD STATIC	BOMAG	BW11AS DDSTATIC	2004
ROLLER BOMAG BW11AS DD STATIC	BOMAG	BW11AS HV DD STA	2004
ROLLER INGERSOLL RAND DD110 VI	INGERSOLL RAND	RAND DD110 VIB	2004
ROLLER INGERSOLL RAND DD110 VI	INGERSOLL RAND	RAND DD110 VIB	2004
ROLLER INGERSOLL RAND DD110 VI	INGERSOLL RAND	RAND DD110 VIB	2004
ROLLER INGERSOLL RAND DD110 VI	INGERSOLL RAND	RAND DD110 VIB	2004
ROLLER CAT CB224E DD VIB	CATERPILLAR	CB224E DD VIB	2005
ROLLER INGERSOLL DD125HF/R0177	INGERSOLL	DD125HF	
ROLLER SAKAI SW850 / R0196	SAKAI	SW820	
ROLLER INGER-RAND SD100/ R0233	INGERSOLL RAND	SD100	2004
ROLLER INGER RAND SD100TF	INGERSOLL RAND	SD100TF	2005
ROLLER CAT CB534DXW / R0264	CATERPILLAR	CB534DXW	
ROLLER CAT CB534DXW DD/ R0290	CATERPILLAR	CB534DXW	2005
ROLLER CAT CB534DXW / R0296	CATERPILLAR	CB534DW	2005
ROLLER INGERSOLL RAND DD70	INGERSOLL RAND	DD70	2006
ROLLER CAT DD ROLLER CB114E	CATERPILLAR	CB114E	2006
ROLLER VIB HAMM 3410	HAMM	3410	2007
ROLLER VIB HAMM 3410	HAMM	3410	2006
ROLLER WACKER RD12A	WACKER	RD12A	2007
ROLLER ASPHALT COMPACTOR	CATERPILLAR	CB534DXW	2007
ROLLER DD CAT CB54XW	CATERPILLAR	CB54XW	2010
FIRELINE PLOW HESTER 4000 X	HESTER	4000	2001
TRACTOR FORD 4000	FORD	4000	
TRACTOR JD 5400 X	JOHN DEERE	5400	1994
TRACTOR JD 4960 200hp X	JOHN DEERE	4960	1991
WHITFIELD TREE PLANTER X	WHITFIELD		
WHITFIELD TREE PLANTER X	WHITFIELD		
WHITFIELD TREE PLANTER X	WHITFIELD		
WHITFIELD TREE PLANTER X	WHITFIELD		
TRACTOR		MFX	1994
TRACTOR JD w/MOWER MX10 X	@ DIXIE AVIATION	4720	2005
TRACTOR FORD 4610	FORD	4610	1989
TRACTOR FORD 4610 X	FORD	4610	1989
TILLER MALETTI GS80-155 X	MALETTI	GS80-155	2005
TRAILER HORSE FEATHER LITE X	FEATHER LITE		1985
TRACTOR JOHN DEERE 6210L 4wh d	JOHN DEERE	6210L	
TRACTOR JOHN DEERE 6410	JOHN DEERE	6410 4wh dr	2001
TILLER MALETTI GS80-175 X	MALETTI	GS80-175	2001
TRACTOR FARM NEW HOLLAND	NEW HOLLAND	7610S	2003
TRACTOR JOHN DEERE 5410	JOHN DEERE	5410	used
TRACTOR CHALLENGER MT4558	CHALLENGER		2004
TRACTOR JD 5420 X	JOHN DEERE	5420	2003
TRACTOR FARM JD 6603 X	JOHN DEERE	6603	2006
FARM TRACTOR NEW HOLLAND TC30	NEW HOLLAND	TC30	2007
MILLER ASPHALT ZIPPER X	ASPHALT ZIPPER	AZ300	2006
TRACTOR NEW HOLD TT50A	NEW HOLLAND	TT50A	2008
AGRICULTURAL TRACTOR	JOHN DEERE	2140 MFWD	1994

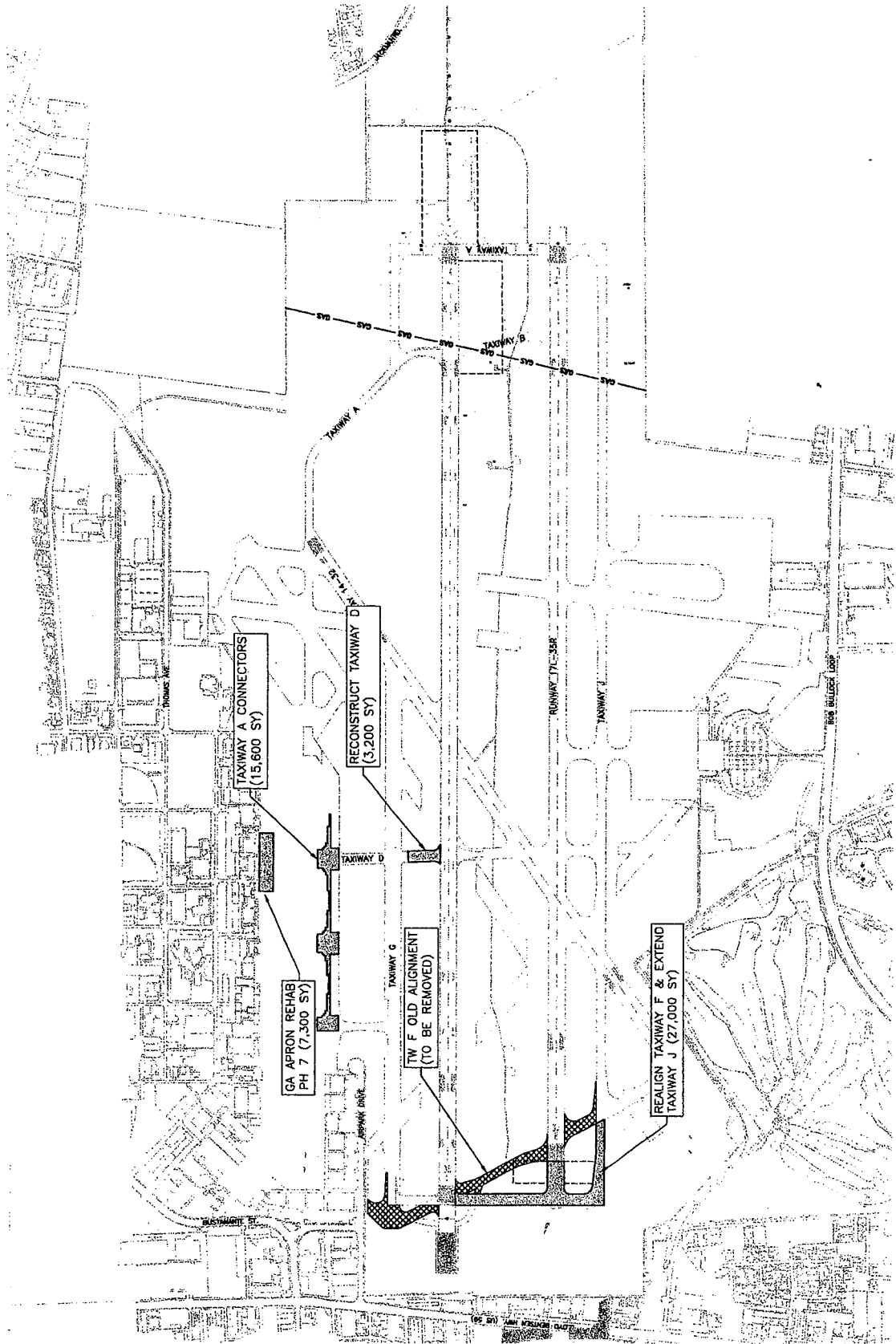
TRACTOR	FORD	961 POWERMATER	
TRACTOR JD 7330 TX	JOHN DEERE	7330	2010
TRACTOR JD	JOHN DEERE	7405	2002
PUMP MAC 6-INCH X	MAC		
PUMP SMALL LINE 4 DOUBLE X			
PUMP DV1501 TX (R)	RAIN FOR RENT	DV1501	2009
PUMP THOMPSON TX	THOMPSON	6HT-DDST-3-D2011	2010
PUMP THOMPSON TX	THOMPSON	6HT-DDST-3-D2011	2010
PUMP 6" HYD (R)	THOMPSON	32HPU	2010
TRAILER ACTION MOBILE 820 X	MOBILE		
TRAILER EAGLE MODULAIR X		WHITE	1984
24` X 8` MOBILE OFFICE	WILLIAMS SCOTTS	MOBILE OFFICE	1997
36 X 10 MOBILE OFFICE	WILLIAMS SCOTTS	MOBILE OFFICE	
20` MOBILE OFFICE	MOBILE MINI	MOBILE OFFICE	
8 X 24 MOBILE OFFICE	ACTION	MOBILE OFFICE	
14X66 MOBILE OFFICE	SHERWOOD	CHATUEAU	
OFFICE TRAILER X	T&R CUSTOM BUILDEI	TRC36163	2007
OFFICE TRAILER TX	AMTEX	T2460	2010
CAMPER TRAILER TX	KEYSTONE	30RLS	2006
BUNK HOUSE TX	MORGAN BUILDING S	14X48	2005
OFFICE TRAILER	T&R CUSTOM	2456SM	2011
OFFICE TRAILER	UNITED MODULAR	2464	2000
GENERATOR CAT D398 X	CATERPILLAR	D398	1972
GENERATOR TRAILER W/PLE	Dorsey		
GENERATOR CAT 3116 w/Trailer X	CATERPILLAR		
GENERATOR CAT SET	TIMPTE	TT10SH136DF	1970
RUBBER TRACTOR TRAILER	EDET	RUBBER	1994
TRACTOR TRAILER RUBBER w/tkT 1		w/tkT	1994
TRACTOR TRUCK RUBBER MACK CH61		CH613	2001
TANKER TRAILER RUBBER ETNYRE L		ETNYRE	2004
TRACTOR TRUCK RUBBER			1994
TRAILER FUEL TANKER FRUEHAUF		TANKER	1976
TRAILER ASHLEY			1977
TRAILER TANKER			1964
TRAILER UTILITY MOT 6 x 12 ora		MOT	1999
TRAILER EQUIPMENT FOR BOBCAT 1		FOR	1999
TRAILER WALLACE LOWBOY PLBT35-		LOWBOY	1999
TRAILER TANKER GREATDANE FUEL		GREATDANE	1966
TRAILER WELDING 4x5		4x5	1997
TRAILER CORE RIG 4x5		RIG	1997
TRAILER CORE RIG 4x5		RIG	1997
TRAILER CORE RIG 4x5		RIG	1997
TRAILER DUMP ALUMATECH 39`x102	ALUMATECH	DUMP 39`x102	2000
TRAILER CORE RIG 4x5 homemade	HOMEMADE	CORE RIG	2000
TRAILER GIND LAB (#9) Super P		LAB	1976
TRAILER MOT HOMEMADE ORANGE 16		HOMEMADE	2005
TRAILER KENTUCKY Van Box Trl 3	KENTUCKY	VAN BOX	1976
TRAILER HAULMARK CARGO (utilit	HAULMARK	CARGO UTILITY	2005
TRAILER FRUELHAUF LTEH-F2-R	FRUELHAUF	LTEH-F2-R	1980
TRAILER FRUELHAUF TEH-F2-R	FRUELHAUF	TEH-F2-R	1980
TRAILER CORE DRILL		CORE DRILL	1986
TRAILER FLATBED PHOENIX RED	PHOENIX	FLATBED	1989

TRAILER UTILITY A-FRAME		A-FRAME	2000
TRAILER UTILITY A-FRAME		A-FRAME	1999
TRAILER FRUEHAUF TANKER w/668	FRUEHAUF	TANKER	1988
TRAILER TALBERT T3DW-50SA	TALBERT	T3DW-50SA	1992
TRAILER ALUMATECH EAGLE DUMP	ALUMATECH	DUMP EAGLE	2007
TRAILER UTILITY black		UTILITY	2000
TRAILER VAC			1981
TRAILER UTILITY TRAIL ST508	TRAIL	UTILITY	
""TRAILER CORE RIG HOMEMADE 1	HOMEMADE	CORE RIG	2004
TRAILER CORE RIG HOMEMADE 11'	HOMEMADE	CORE RIG	2004
TRAILER STRAIGHT EDGE 18' 9	STRAIGHT EDGE	18' 9	2004
""TRAILER STRAIGHT EDGE 18' 9	STRAIGHT EDGE	18' 9	2004
TRAILER MOT 8x16.5 Orange	HOMEMADE	MOT 8x16.5	2004
TRAILER FONTAINE TH55 LOWBOY	FONTAINE	TH55	2005
TRAILER ETNYER LIVE BOTTOM LB-	ETNYRE	LIVE BOTTOM	2005
TRAILER ETNYER LIVE BOTTOM LB-	ETNYRE	LIVE BOTTOM	2005
TRAILER UTILITY 5X14 BLACK		5X14	2001
TRAILER UTILITY 4x16 SINGLE AX		4x16	2001
TRAILER UTILITY 8x16 dual axle		8x16	2001
""TRAILER DORSEY FLATBED 48'X		FLATBED	1995
TRAILER DORSEY FLATBED 48'X	DORSEY	FLATBED	1995
TRAILER CORE RIG HOMEMADE 5'x	HOMEMADE	RIG	2000
TRAILER COUNTRYSIDE DUAL AXLE	COUNTRYSIDE	DUAL	2001
TRAILER H.MADE MOT ORANGE 5x6	HOMEMADE	MOT 5x6	2001
TRAILER HOMEMADE UTILITY 16'		UTILITY	2002
TRAILER HOMEMADE UTILITY MOT	HOMEMADE	UTILITY	2002
TRAILER HOMEMADE UTILITY 16' x		UTILITY	2002
HOMEMADE TRAILER		HOME MADE	2002
TRAILER STRAIGHT EDGE		EDGE	2002
TRAILER STRAIGHT EDGE		EDGE	2002
TRAILER FRUHAUF WATER TANKER 5		WATER	1971
TRAILER HOMEMADE MOT 6x16		MOT	2005
TRAILER HOMEMADE UTILITY 5 x16		UTILITY	2003
TRAILER ETNYRE LOWBOY PRTN55ET		LOWBOY	2003
TRAILER HOMEMADE 4x8 1 AXLE		4x8	2003
TRAILER HOMEMADE COR RIG		COR	2003
TRAILER HOMEMADE FLATBED 6.5x2		FLATBED	2003
TRAILER UTILITY 6 1/2 X 16		6	2003
TRAILER WASH HOMEMADE 5x12 190	HOMEMADE	HMDE	2003
TRAILER STRAIGHT EDGE HOMEMADE		EDGE	2003
AIR COMPRESSOR			1992
CHIP SPREADER ETNYRE			1984
CURB MACHINE GOMACO			1987
HARROW ROME CW X			
WELDER MILLER BIG 40	MILLER		
BRUSH CUTTER BILLY GOAT BC2401			2000
CONCRETE GROUT PUMP P88D			2000
CHIP SPREADER	ETNYRE	4WD VARIABLE HOP	1995
WELDER MILLER BIG 40 on traile	MILLER		2001
HAY BLOWER FINN B260	FINN		2000
FORKLIFT JD 486E ROUGH TERR			2005
TRENCHER DITCHWITCH 1030	DITCHWITCH	1030	

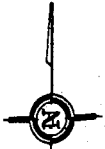
TRAILER UTILITY 5x8 W/GATE BLK	SOUTHEASTERN	UTILITY	2005
SCREENING PLANT FOLD N GO 2612			2004
PILE HAMMER BIRMING 4505 X FORKLIFT	BIRMING		
TILLER MALETTI ROTARY GS801555	MALETTI		2005
GOLF CART EZ-GO WHITE	EZ-GO		2002
SUPERSTACKER + AUTO RADIAL X			
AIR CURTAIN DESTRUCTOR M25F Mc			2002
ASPHALT CUTTER HOMEMADE X	HOMEMADE	pizza cutter	2002
UTILITY TRAILER GVW 7000 X			2002
TRENCH BOX X			1995
D WATERING DESIGNER PUMPS X		KF30	1993
SPREADER BOX for X	HOMEMADE	12G HOMEMADE	2002
SPREADER BOX for X	HOMEMADE	12G HOMEMADE	2002
SHACKER RAIL CAR X	HEWITT ROBINS		
SHACKER RAIL CAR X	HEWITT ROBINS		
BLOWER PECAN WEISS X	WEISS	3PT B87	2002
FUEL TRAILER OFF ROAD X			2003
FUEL TRAILER OFF ROAD X			2003
CHIP SPREADER ETNYRE	ETNYRE		2003
FIBER MACHINE KRENDL model 800	KRENDL		
TRENCHER V1150 walk be X	VERMEER		
PLOW SHOULDER X		HOMEMADE 2`6	2004
AIR COMPRESSOR LEROI 175-195CF X	LEROI		2005
BARRIER WALL LIFT LARGE X	KENCO	KL9000	
WELDER LINCOLN RANGER 250	LINCOLN		
WELDER BOBCAT 250NT X	BOBCAT		2003
BACKHOE JOHN DEER 410E 4WD	JOHN DEERE	410E 4WD	1999
BACKHOE KOMATSU PC300LC-6	KOMATSU	PC300LC-6	1998
BACKHOE KOMATSU PC 300	KOMATSU	PC300	2000
EXCAVATOR BACKHOE CAT 330BL HY	CATERPILLAR	330BL HYD	1999
BACKHOE JOHN DEERE 410G 4WD	JOHN DEERE	410G 4WD	2001
BACKHOE CAT 430D 4X4	CATERPILLAR	430D 4X4	2001
BACKHOE EXCAV KOM PC300LC-6LE	KOMATSU	PC300LC-6LE	2002
BACKHOE EXCAVATOR KOMATSU PC40	KOMATSU	PC400HD-6LM	2002
EXCAVATOR KOM PC400LC-6LM	KOMATSU	PC400LC-6M	2002
EXCAVATOR BACKHOE CAT 311B	CATERPILLAR	311B	
EXCAVATOR BACKHOE CAT 345BL	CATERPILLAR	345BL	2002
BACKHOE KOMATSU WB140-2	KOMATSU	WB140-2	2004
BACKHOE KOMATSU WB140-2	KOMATSU	WB140-2	2004
BACKHOE KOMATSU WB140-2	KOMATSU	WB140-2	2004
BACKHOE KOMATSU WB140-2	KOMATSU	WB140-2	2004
BACKHOE CAT 416C	CATERPILLAR	416C	2002
BACKHOE CAT 420DXH LOADER	CATERPILLAR	420DXH	2004
BACKHOE CAT 420DXH LOADER	CATERPILLAR	420DXH	2004
BACKHOE CAT 420DXH LOADER	CATERPILLAR	420DXH	2004
BACKHOE CAT 420D RT/ R0173	CATERPILLAR	420D	2006
BACKHOE CAT 420D RT/ R0174	CATERPILLAR	420D	2006
EXCAVATOR CAT 312C R0184	CATERPILLAR	312C	
EXCAVATOR CAT 320C R0189	CATERPILLAR	320C	
EXCAVATOR CAT 318CL	CATERPILLAR	318CL	
BACKHOE LOADER CAT 416D/R0275	CATERPILLAR	416D	2005

EXCAVATOR CAT 330 R0294	CATERPILLAR	330	2004
BACKHOE CAT 420D R0337	CATERPILLAR	420D	2005
BACKHOE LOADER CAT 420D R0121	CATERPILLAR	420D	2003
TRACK HOE CAT 345BL (L0116) TX	CATERPILLAR	345BL	2003
BACKHOE CAT 416D	CATERPILLAR	416D	2005
BACKHOE LOADER CAT 420EXH	CATERPILLAR	420EXH	2006
BACKHOE LOADER CAT 420EXH	CATERPILLAR	420EXH	2006
BACKHOE CAT 416EXH	CATERPILLAR	416EXH	2006
EXCAVATOR CAT 325CL	CATERPILLAR	325CL	2006
EXCAVATOR HYD CAT 320CL	CATERPILLAR	320CL	2007
BACKHOE CAT 420	CATERPILLAR	420	2006
EXCAVATOR CAT 320CL	CATERPILLAR	320CL	2004
EXCAVATOR KOMATSU PC78MR-6	KOMATSU	PC78MR-6	2007
BACKHOE LOADER 416D	CATERPILLAR	416D	2008
EXCAVATOR KOMATSU PC300LC-8 TX	KOMATSU	PC300LC-8	2009
EXCAVATOR CAT 345BL	CATERPILLAR	345BL	2003
EXCAVATOR CAT 345BL	CATERPILLAR	345BL	2003
BACKHOE TX	CATERPILLAR	426B	1993
BACKHOE TX	CASE	590SL	1995
BACKHOE TX	CASE	580SL	1999
BACKHOE TX	KOMATSU	WB140-2-4B	2000
BACKHOE TX	CATERPILLAR	416C	2000
BACKHOE TX	CASE	580M	2001
BACKHOE TX	CASE	580M	2001
BACKHOE TX	TEREX	760	2001
BACKHOE TX	TEREX	760	2001
BACKHOE TX	KOMATSU	WB140-2N-4A	2004
BACKHOE TX	KOMATSU	WB140-2N-4A	2004
EXCAVATOR TX	JOHN DEERE	892DLC	1988
EXCAVATOR TX	KOMATSU	PC4006C-6	1998
EXCAVATOR TX	JOHN DEERE	992D	1992
EXCAVATOR TX	KOBELCO	SK4006C IV	1999
EXCAVATOR TX	KOBELCO	SK250	2001
EXCAVATOR TX	KOBELCO	SK330	2001
EXCAVATOR TX	HYUNDAI	290 LC-3	1998
EXCAVATOR TX	KOBELCO	SK220	1999
EXCAVATOR HYD PC600LC-8 KOM TX	KOMATSU	PC600LC8	2007
EXCAVATOR HYDRAULIC HITACHI TX	HITACHI	ZX450LC-3	2007
BACKHOE LOADER 416E TX	CATERPILLAR	416E 4X4	2010
EXCAVATOR TRACK HITACHI TX	HITACHI	ZX350LC-3	2011
EXCAVATOR w/ HYD HAMMER TX (R)	VOLVO / KENT	EC160C	07/06
EXCAVATOR CAT 330DL TX (R)	CATERPILLAR	330DL	2008
EXCAVATOR KOMATSU TX	KOMATSU	PC308USLC-3	2007
EXCAVATOR KOMATSU TX (R)	KOMATSU	PC300LC-7E0	2007
GREASE/INTERN 4300 TRUCK	INTERNATIONAL	4300	2004
FLATBED CHEV 3500 2DR	CHEVROLET	3500	2007
WATER TRUCK 4300 INTERNATIONAL	INTERNATIONAL	4300	2004
FLATBED TRUCK FORD (MOT)	FORD	F350	2008
FLATBED TRUCK now a mechanic	FORD	F350 4X4	2008
WASH TRUCK ISUZU NF154	ISUZU	NF154	2007
SAND TRUCK STERLING	STERLING		1999
SERVICE TRUCK PETERBUILT 330	PETERBILT	330	2001

FUEL TRUCK PETERBILT 330	PETERBILT	330	2002
FLATBED FORD TRUCK F350	FORD	F350	2008
TELELECT DIGGER DERRICK INTERN	INTERNATIONAL	7300 4X4	2007
AERIAL BUCKET TRUCK INTER	INTERNATIONAL	7300 4X4	2006
TELELECT AERIAL BUCKET TRUCK	INTERNATIONAL	4300 4X2	2006
CREW CAB (GAVINO)	FORD	F350	2003
CREW TRUCK (2 TON)	FORD	F-700	1986
CREW TRUCK (2 TON - 5TH WHL.)	INTERNATIONAL	S-1700	1988
CREW TRUCK (2 TON)	INTERNATIONAL	1955	1986
FLATBED	GMC	TOPKICK	1994
CREW CAB FLATBED	CHEVY	3500	2000
CREW CAB FLATBED(ARMANDO GARCI	CHEVY	3500	2000
CREW CAB FLATBED(HOMERO)	CHEVY	3500	2004
1 TON	FORD	DIESEL	1999
ATTENUATOR TRUCK	INTERNATIONAL	4900	1999
1 TON	CHEVROLET	SILVERADO	2008
1 TON	CHEVROLET	SILVERADO	2008
1 TON	CHEVROLET	SILVERADO	2008
1 TON (Francisco Gonzalez)	CHEVROLET	SILVERADO	2008
SERVICE TRUCK	INTERNATIONAL	1954	1989
SERVICE TRUCK(JOSE LUIS LIMAS)	INTERNATIONAL	DT466	2000
BOX TRUCK	FORD	LCF	2007
TEREX UTILITY BUCKET TRK (R)	TEREX UTILITY BUCKE	5TC55	2008
LUBE TRUCK TX	KENWORTH	T300	2008
DIGGER DERRICK TEREX (R)	TEREX INTERNATIONAL	C5045	2009
PICKUP CHEVEROLET MOT w flatbed	CHEVROLET	2500	2011
WATER TRUCK MACK DM690S	MACK	DM690S	1996
WATER TRUCK was DUMP TRUCK MACK RD688S	MACK	RD688S	2002
WATER TRUCK MACK RD688S	MACK	RD688S	2002
DUMP TRUCK MACK RD688S	MACK	RD688S	2002
WATER TRUCK MACK RD688S	MACK	RD688S	2002
DUMP TRUCK MACK RD688S	MACK	RD688S	2002
WATER TRUCK MACK RD688S	MACK	RD688S	2002
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK RD688S	MACK	RD688S	2003
DUMP TRUCK MACK CV713 OX BODY	MACK	CV713 OX	2004
DUMP TRUCK MACK CV713 OX BODY	MACK	CV713 OX	2004
DUMP TRUCK MACK CV713 OX BODY	MACK	CV713 OX	2004
DUMP TRUCK MACK CV713 OX BODY	MACK	CV713 OX	2004
DUMP TRUCK MACK CV713 OX BODY	MACK	CV713 OX	2004
TRUCK TRACTOR MACK CX613	MACK	CX613	2004
TRUCK TRACTOR MACK CX613	MACK	CX613	2004



AWARD OF CONSTRUCTION CONTRACT TO THE LOWEST BIDDER FOR THE LAREDO INTERNATIONAL AIRPORT TAXIWAY CONSTRUCTION AND GENERAL AVIATION APRON RECONSTRUCTION PHASE 7



Operation Committee Meeting
July 31, 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: 08/06/12	SUBJECT: MOTION Consideration for approval of amendment no. 1 an increase of \$366,564.54 to the professional services contract with URS Corporation, Dallas, Texas, for construction phase services including resident project representative for the Taxiway F Realignment and G.A. Apron Reconstruction Phase 7 at the Laredo International Airport. Current engineering contract amount with this amendment is \$752,757.95. Funding is available in the Airport Construction Fund FAA Grant No. 70.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Jose L. Flores, Airport Manager
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PREVIOUS COUNCIL ACTION:
On November 7, 2011, City Council awarded a professional services contract to URS Corporation, Dallas, Texas, for an amount of \$386,193.41 for design and preparation of plans and specifications for the Laredo International Airport Taxiway F Realignment Taxiway D Reconstruction, and G.A. Apron Reconstruction Phase 7.

BACKGROUND:
The original proposed scope of services included, but not limited to:

- *Realignment of Taxiway F, between Runways 35R & 35L, including airfield lighting and signage.
- *Realignment of Taxiway F, east of Runway 35R, to the intersection with Taxiway J, including airfield lighting and signage.
- *Modifications to Taxiway J intersection with Taxiway F, including airfield lighting and signage.
- *Reconstruction of the asphalt portions of Taxiway D between Runway 17R-35L and Taxiway G.
- *Reconstruction of 7,300 square yards of the existing General Aviation Apron Pavement.
- *Reconstruction of portions of the General Aviation Apron Pavement to form three connector taxiways with Taxiway A.

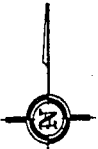
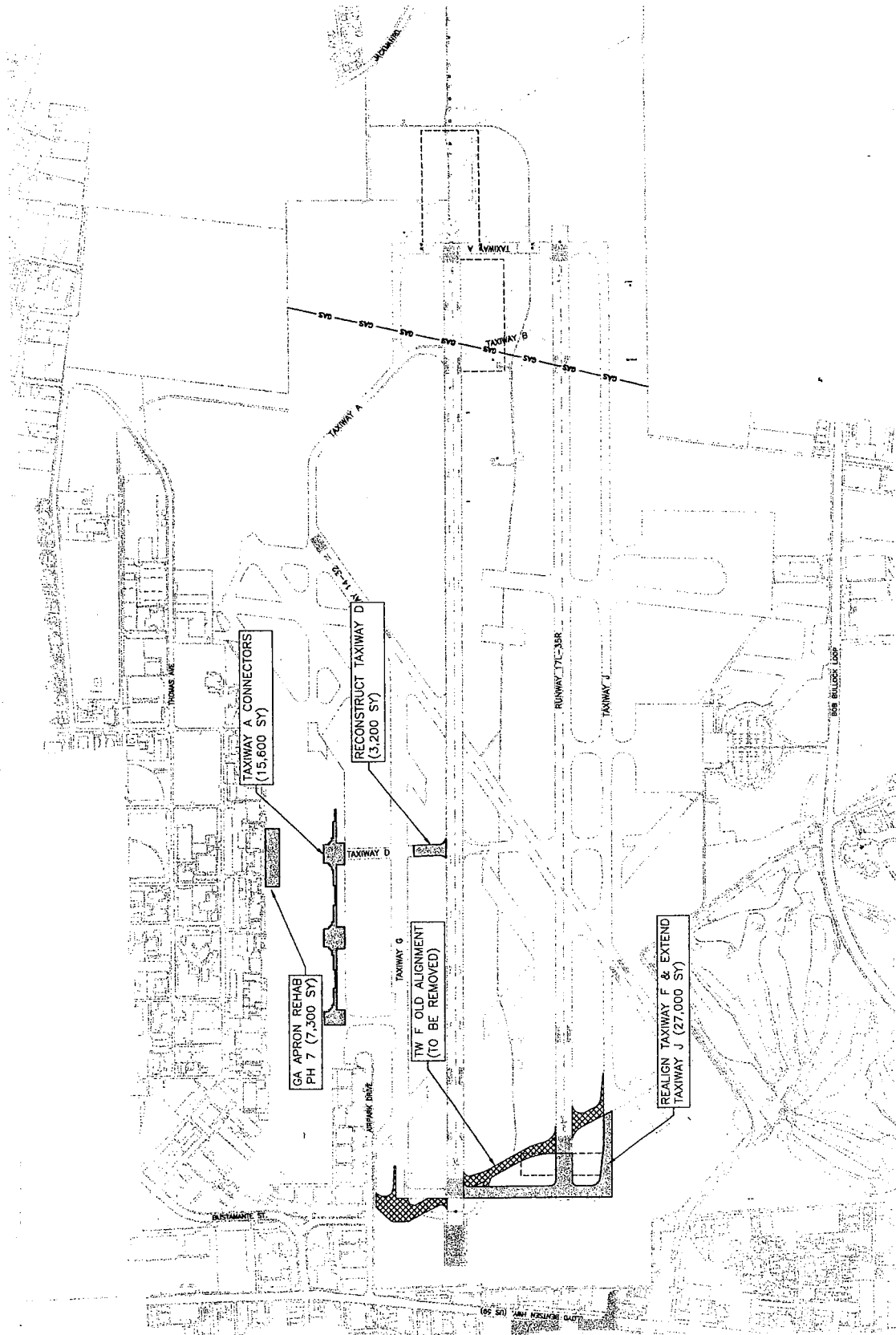
This amendment no. 1 is for the construction phase services and resident project representative.

Fee breakdown is as follows:

Basic Services.....	\$138,447.32
Special Services.....	\$208,057.22
Direct Expenses.....	\$20,060.00
Total Fee.....	\$366,564.54
Original engineering contract amount.....	\$386,193.41
(Approved by City Council on November 7, 2011)	
This amendment no. 1.....	<u>\$366,564.54</u>
Current engineering contract amount.....	\$752,757.95

FINANCIAL IMPACT:
Funding is available in the Airport Construction Fund FAA Grant No. 70.
Account No. 433-3602-585-9301

COMMITTEE RECOMMENDATION: On June 05, 2012 the Airport Advisory Board considered this item and recommends approval.	STAFF RECOMMENDATION: Approval of Motion.
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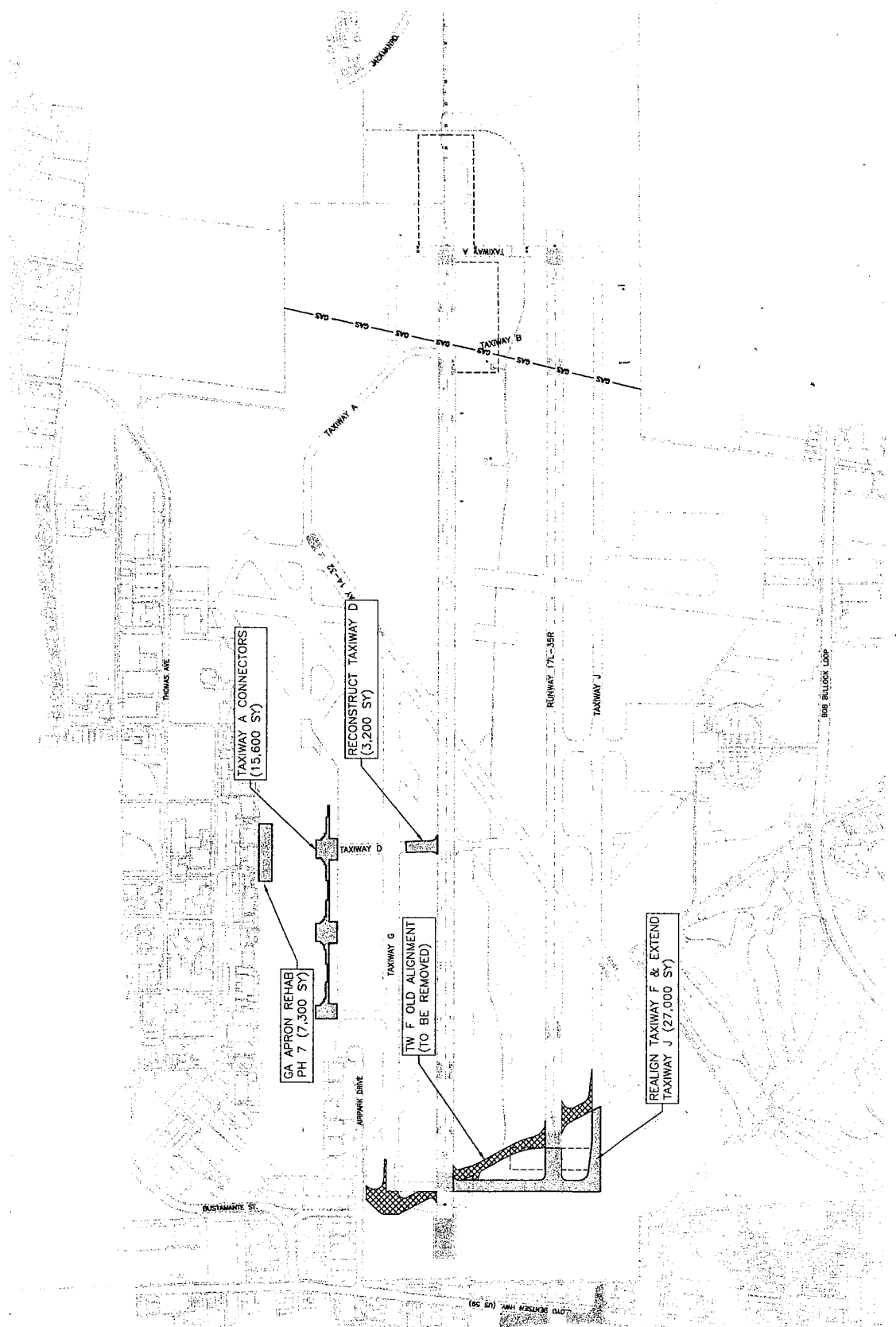


CONSIDERATION FOR APPROVAL OF AMEMDMENT No.1, FOR THE LAREDO INTERNATIONAL AIRPORT TAXIWAY F REALIGNMENT TAXIWAY D RECONSTRUCTION AND G. A. APRON RECONSTRUCTION PHASE 7

Operation Committee Meeting
July 31, 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM



CONSIDERATION FOR APPROVAL OF AMENDMENT No.1, FOR THE LAREDO INTERNATIONAL AIRPORT TAXIWAY F REALIGNMENT TAXIWAY D RECONSTRUCTION AND G. A. APRON RECONSTRUCTION PHASE 7

City Council Meeting
August 6, 2012

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496

AGENDA ITEM

MASS TRANSIT BOARD

DATE: 08/06/12	SUBJECT: MOTION Consideration for approval of the El Metro ADA Sidewalks and Ramps Project No. 50 (5 Blocks - District II) as complete , release of retainage and approval of final payment in the amount of \$13,413.47 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is \$40,336.20. Funding is available in the Transit New Freedom Grant XF7094.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Mark Pritchard, El Metro General Manager
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PREVIOUS COUNCIL ACTION:
On June 4, 2012, City Council awarded a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$38,863.55 for the El Metro ADA Sidewalks and Ramps Project No. 50 (5 Blocks - District II) with a construction contract time of fifty (50) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

BACKGROUND:
The original project consisted of five (5) blocks of ADA accessible sidewalk improvements in District II. Generally the sidewalks were 4 feet in width with ADA ramps at each street crossing. The project also included one (1) concrete slab for bus stop.

Plans and specifications were prepared in-house by the Engineering Department.

This change order no. 2 is for the balance of quantities actually constructed in place.

Original construction contract amount..... (Awarded by City Council on June 4, 2012)	\$38,863.55
Change order no. 1..... (Approved by the City Manager on July 10, 2012) To exclude from the original contract the sidewalk located at Montgomery St. from N. Arkansas Ave. to N. New York Ave. (North Side) and add two (2) sections of sidewalk on San Salvador St. from S. Canada Ave. to S. India Ave. (North Side) and Montgomery St. from N. Arkansas Ave. to 200 ft. to East (South Side).	<u>\$1,472.65</u>
Final construction contract amount.....	\$40,336.20

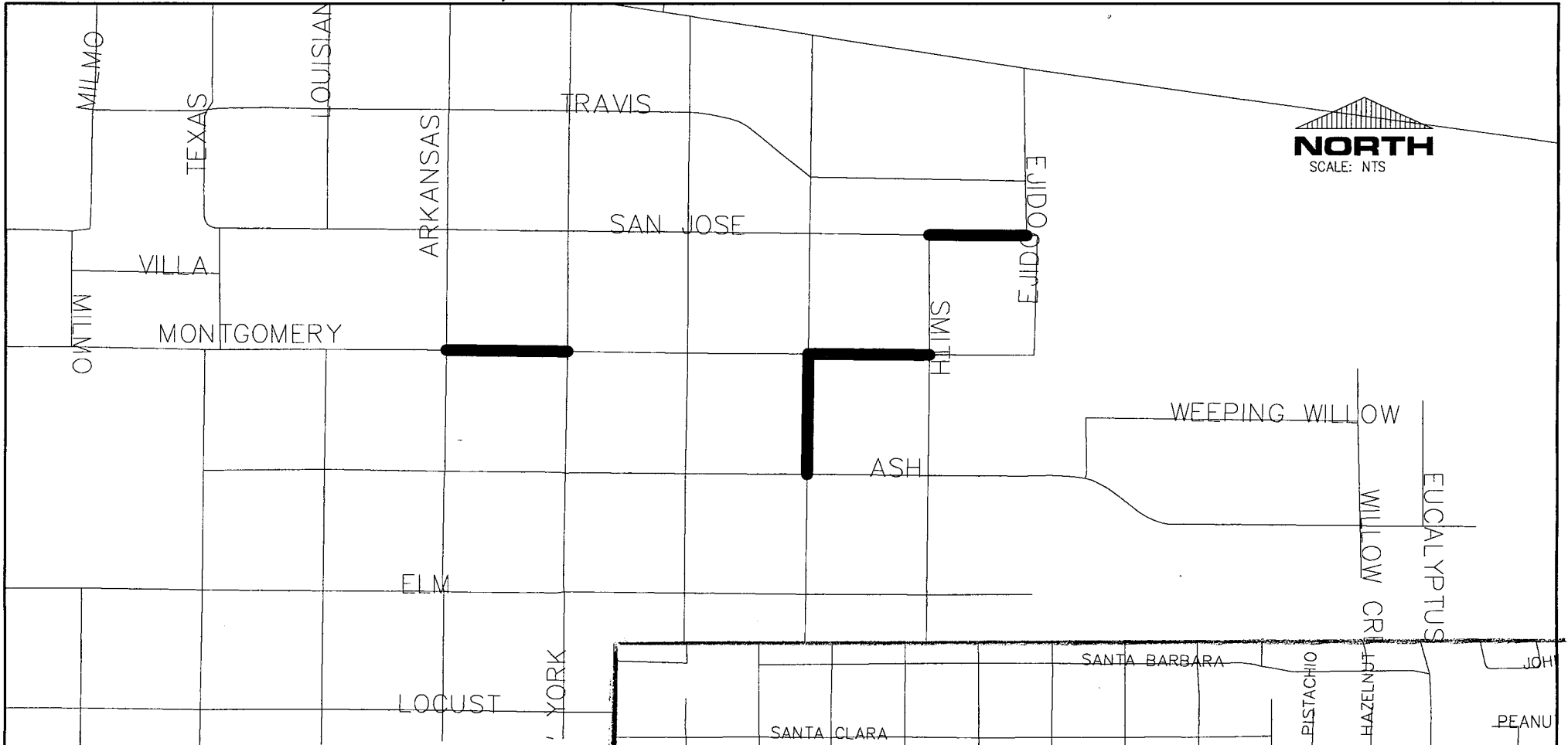
The project was completed within the contract time allotted.

FINANCIAL IMPACT:
Funding is available in the Transit New Freedom Grant XF7094.
Account No. 518-5188-585-9301

COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.
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Final list of sidewalks is as follows:

Street Name	From	To	Side	No. of Blocks
San Salvador Street	S. New York Avenue	S. India Avenue	North	1
E. Montgomery Street	N. India Avenue	N. Smith Avenue	North	1
E. San Jose Street	N. Smith Avenue	N. Ejido Avenue	South	1
N. India Avenue	E. Montgomery Street	E. Ash Street	West	1
Montgomery Street	N. Arkansas Avenue	200 ft. East	South	1
Total No. of Blocks				5 Blocks



LOCATION MAPS & GENERAL DETAILS

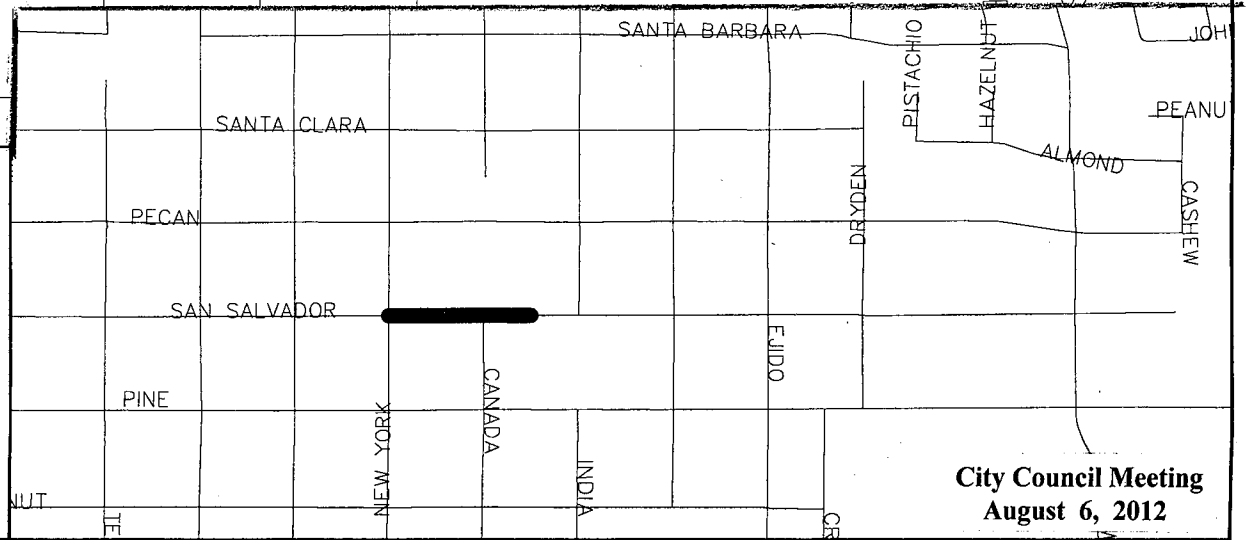
SAN SALVADOR ST. FROM S. NEW YORK AVE. TO S. CANADA AVE.
(NORTH SIDE)

E. MONTGOMERY ST. FROM N. ARKANSAS AVE. TO N. NEW YORK AVE.
(NORTH SIDE)

E. MONTGOMERY ST. FROM N. INDIA AVE. TO N. SMITH AVE.
(SOUTH SIDE)

E. SAN JOSE ST. FROM N. SMITH AVE. TO N. EJIDO AVE.
(SOUTH SIDE)

N. INDIA AVE. FROM E. ASH ST. TO E. MONTGOMERY ST.
(WEST SIDE)



**City Council Meeting
August 6, 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. II PROJECT NO. 50**

LOCATION MAP

SHEET	1
OF	1

COUNCIL COMMUNICATION

DATE: 08/06/12	SUBJECT: MOTION Award of construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the base bid amount of \$29,899.85 for the El Metro ADA Sidewalks and Ramps Project No. 51 (5 Blocks - District III) with a construction contract time of fifty (50) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for October 19, 2012. Funding is available in the Transit New Freedom Grant XF7094.
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INITIATED BY: Carlos Villarreal, City Manager	STAFF SOURCE: Rogelio Rivera, P.E., City Engineer Mark Pritchard, El Metro General Manager
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PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The project consists of five (5) blocks of ADA accessible sidewalk improvements in District III. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also includes three (3) concrete slabs for bus stop.

Plans and specifications were prepared in-house by the Engineering Department.

Four (4) bids were received at the City Secretary's Office at 2:00 P.M. on Thursday, May 10, 2012, and publicly opened, read, and taken under advisement on Friday, May 11, 2012, at 11:00 A.M. as follows:

Contractor (Bidder)	Base Bid
1. ALC Construction, Inc. Laredo, Texas	\$29,899.85
2. ALCE Construction Co., LLC. Laredo, Texas	\$31,138.85
3. DEH Construction, LLC. Laredo, Texas	\$33,331.75
4. Zertuche Construction, LLC. Laredo, Texas	\$64,725.00

The bid and bid bonds for ALC Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore recommends award in the base bid amount of \$29,899.85 to the lowest bidder ALC Construction, Inc., Laredo, Texas.

Bid submitted by ALC Construction, Inc., herewith attached.

Construction contract time is fifty (50) working days after notice to proceed is issued. Completion date for the project is scheduled for October 19, 2012.

FINANCIAL IMPACT:
Funding is available in the Transit New Freedom Grant XF7094.
Account No. 518-5188-585-9301

COMMITTEE RECOMMENDATION: N/A.	STAFF RECOMMENDATION: Approval of Motion.
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List of sidewalks is as follows:

Street Name	From	To	Side	No. of Blocks
McPherson Avenue	Cortez Street	Market Street	West	1
Gustavus Street	McPherson Avenue	Stone Avenue	South	1
Mier Street	McClelland Avenue	McPherson Avenue	South	1
Corpus Christi Street	McPherson Avenue	Stone Avenue	North	1
Hendricks Avenue	Market Street	Chihuahua Street	East	1
Total No. of Blocks				5 Blocks

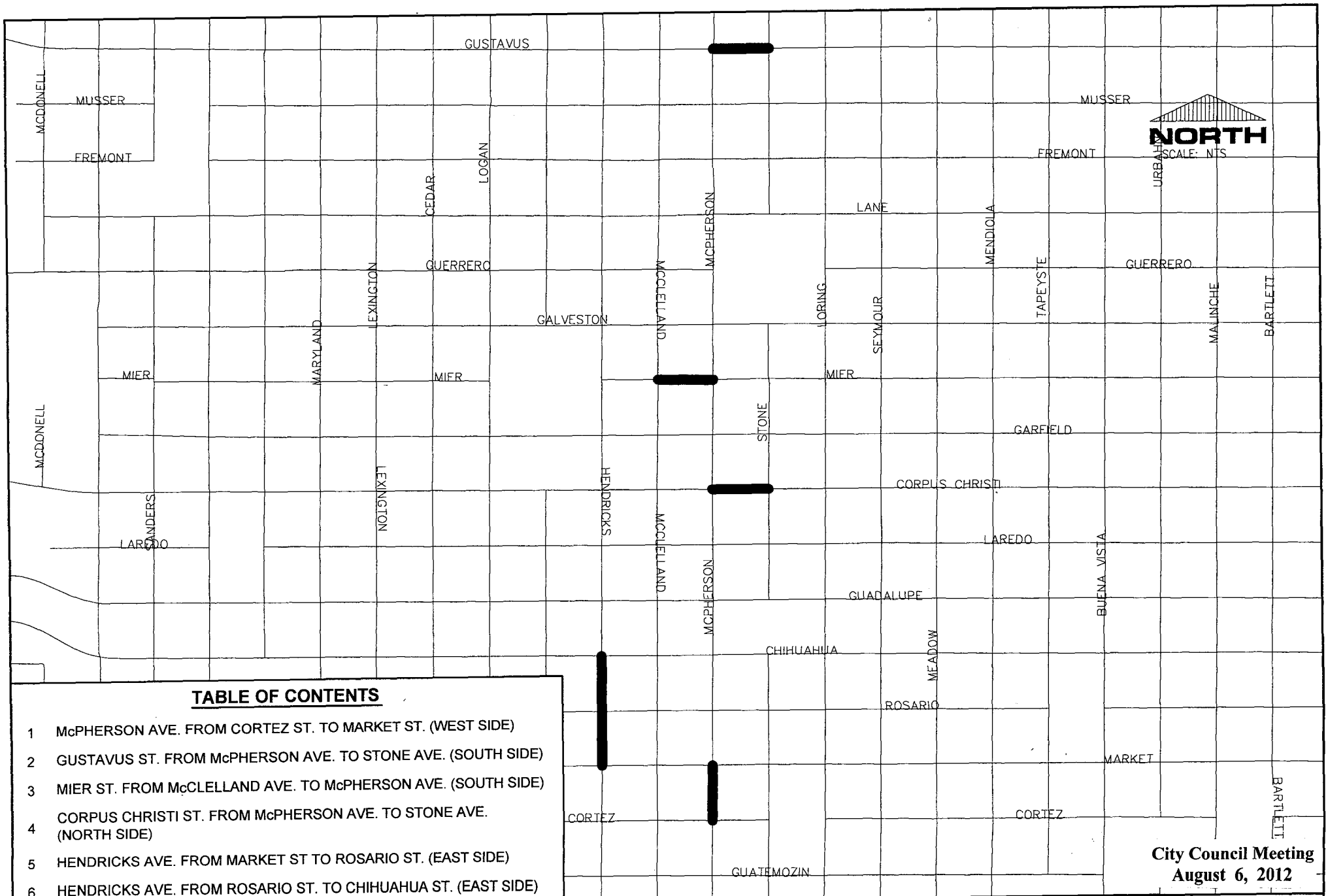


TABLE OF CONTENTS

- 1 McPHERSON AVE. FROM CORTEZ ST. TO MARKET ST. (WEST SIDE)
- 2 GUSTAVUS ST. FROM McPHERSON AVE. TO STONE AVE. (SOUTH SIDE)
- 3 MIER ST. FROM McCLELLAND AVE. TO McPHERSON AVE. (SOUTH SIDE)
- 4 CORPUS CHRISTI ST. FROM McPHERSON AVE. TO STONE AVE. (NORTH SIDE)
- 5 HENDRICKS AVE. FROM MARKET ST TO ROSARIO ST. (EAST SIDE)
- 6 HENDRICKS AVE. FROM ROSARIO ST. TO CHIHUAHUA ST. (EAST SIDE)

City Council Meeting
August 6, 2012

	BY	DATE
DRAWN	P. PINTO	04-10-12
DESIGNED		
APPROVED	R. RIVERA	

CITY OF LAREDO

ENGINEERING DEPARTMENT

1110 HOUSTON ST.

LAREDO, TX 78040

**El Metro ADA Sidewalks and Ramps
DISTRICT NO. III PROJECT NO. 51**

SHEET	1
OF	1

#1

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: ALC CONSTRUCTION INC.
Contractor

Address: 3706 FLORES AVE.

Phone: (956)237-2369

Fax: (956)725-0862

Project: **El Metro ADA Sidewalks and Ramps Project No. 51
(5 Blocks -- District III)**

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: _____

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

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

Wage Determination:

Labor Provisions: D.A. 7/18/12

Affirmative Action Program: D.A. 7/18/12

STATEMENT OF MATERIALS AND OTHER CHARGES

**PROJECT: El Metro ADA Sidewalks and Ramps Project No. 51
(5 Blocks - District III)**

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>8,969.95</u>
ALL OTHER CHARGES:	\$ <u>20,929.90</u>
*TOTAL:	\$ <u>29,899.85</u>

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

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

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

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

**Project: El Metro ADA Sidewalks and Ramps Project No. 51
(5 Blocks – District III)**

Statement of Qualifications: (Similar Projects Completed by Bidder)

1.	Name of Project:	<u>"CDBG Sidewalk Project 41 (23Blocks) District VII"</u>
	Value of Contract:	<u>\$216,795.00</u>
	Date Completed:	<u>01/25/2012</u>
2.	Name of Project:	<u>"CDBG Sidewalk Project 40 (23Blocks) District V"</u>
	Value of Contract:	<u>\$161,286.00</u>
	Date Completed:	<u>12/02/2011</u>
3.	Name of Project:	<u>"CDBG Sidewalk Project 39 (23Blocks) District IV"</u>
	Value of Contract:	<u>\$145,611.50</u>
	Date Completed:	<u>10/21/2011</u>

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

RUBEN LOPEZ 15 YEARS

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

I agree to submit a financial statement only if the owner deems it necessary.

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

**Project: El Metro ADA Sidewalks and Ramps Project No. 51
(5 Blocks – District III)**

Proposed Progress Schedules:

Proposed schedule will be as required by the City of Laredo.

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

See attached sheet

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

Material Supplier:

-RNR Rebar

-Somar

-Laredo Ready Mix

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

**BID SCHEDULE FOR
 "El Metro ADA Sidewalks and Ramps District III" - PROJECT NO. 51
 CITY OF LAREDO
 ENGINEERING DEPARTMENT**

Five (5) Blocks & Three (3) Concrete Slab

Item No.	Estimated Quantity	Unit	NAME OF PAY ITEM WITH UNIT PRICES WRITTEN IN WORDS	Unit Bid Price to	Amount Bid
1	4827	SF	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including all cost for preparation, saw cutting, removing, disposing of existing concrete & trees as necessary. Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: <u>THREE DOLLARS</u> <u>W/ FIFTY-FIVE CENTS</u> per unit.	\$3.55	\$17,135.85
2	1091	SF	Furnish all labor, equipment, and material to construct a 6" thick Reinforced Concrete Sidewalk including all cost for preparation, saw cutting, removing, disposing of existing concrete & trees as necessary. Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: <u>FOUR DOLLARS</u> per unit.	\$4.00	\$4,364.00
3	7	EA	Furnish all labor, equipment, and material to construct a Reinforced Concrete Single ADA Ramp, Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: <u>FIVE HUNDRED DOLLARS</u> per unit.	\$500.00	\$3,500.00
4	1	EA	Furnish all labor, equipment, and material to construct a Reinforced Concrete Double ADA Ramp, Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: <u>ONE-THOUSAND TWO-HUNDRED DOLLARS</u> per unit.	\$1,200.00	1,200.00
			SUBTOTAL		\$26,199.85
5	1	EA	CONTINGENCIES		\$ 3,700.00
			TOTAL BASE BID		\$29,899.85

TOTAL BASE BID WRITTEN IN NUMBERS: \$29,899.85
TOTAL BASE BID WRITTEN IN WORDS: Twenty-Nine-Thousand Eight-Hundred Ninety-Nine w/ eighty-five cents
CONTRACTOR SIGNATURE: Daniel Alvarado
CONTRACTOR TYPE PRINTED NAME: Daniel Alvarado
COMPANY NAME: ALC Construction Inc.
ADDRESS: 3706 Flores Laredo Texas 78041
TELEPHONE/FAX NUMBERS: (956)237-2369/ (956)725-0862

Note 1: All bid items will be paid for when completed in place, tested, and accepted by the owner.
Note 2: The City of Laredo has the option to reduce or increase the estimated quantity to match funds availability.

**Project: El Metro ADA Sidewalks and Ramps Project No. 51
(5 Blocks - District III)**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

DANIEL ALVARADO

being first duly sworn, deposes and says

That he is PRESIDENT OF ALC CONSTRUCTION INC.
(a Partner or Officer of the firm of, etc.)

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

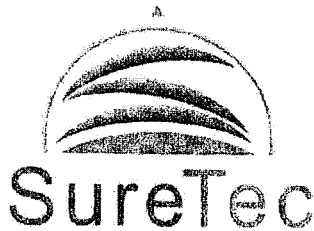
Daniel Alvarado
Signature of

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

Subscribed and sworn before me this 19th day of July, 2017

My Commission expires 11-28-2013
AIDE BROOKS
Notary Public
State of Texas
Comm. Exp. 11-28-2013

Aide Brooks
Notary Public



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALC Construction Co., Inc.
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Laredo
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for El Metro ADA Sidewalks & Ramps Project No. 51 (5 Blocks-District III)
Five Blocks of ADA accessible sidewalk improvements in District III Proj. No. _____

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19th day of July, 2012.

ALC Construction Co., Inc.
(Principal)

BY: Daniel Alvarez
TITLE: President

SURETEC INSURANCE COMPANY

BY: Maria Yolanda Lopez
Maria Yolanda Lopez, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maria Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: ALC Construction Co., Inc.
Obligee: City of Laredo
Amount: \$ 40,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

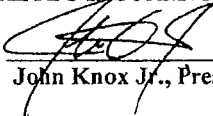
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

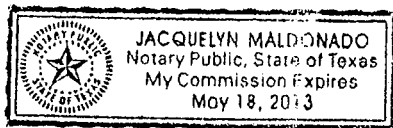
SURETEC INSURANCE COMPANY


By: 
 John Knox Jr., President



State of Texas ss:
 County of Harris

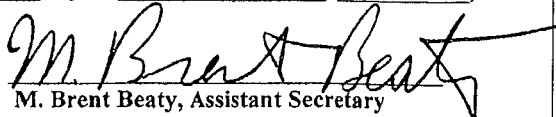
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Maldonado, Notary Public
 My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of July, 2012, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

