CITY OF LAREDO
CITY COUNCIL MEETING
A-2014-R-04
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
MARCH 17, 2014
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 February 18, 2014.

V. COMMUNICATIONS AND RECOGNITIONS

Communiqués

a.Presentation of the fiscal year 2012-2013 Comprehensive Annual Financial Report (CAFR) prepared by the City of Laredo's Financial Services Department and audited by the independent audit firm of Canales, Garza, and Baum, P.L.L.C.

b. Presentation by the Texas A&M University 12th Man Foundation Rio Grande Golf Classic taking place on Saturday, March 28, 2014 at the Max A. Mandel Municipal Golf Course.

Recognitions

a. Recognizing the Alexander High School Boys basketball team on their regional quarterfinals tournament.

b. Recognizing the Martin High School Boys basketball team on their regional quarterfinals tournament.

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. Speakers may not pass their minutes to any other speaker.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

a. Appointment by Council Member Juan Narvaez of Jesus Romero to the Board of Adjustments.

b. City Manager's appointment to the Civil Service Commission.

VII. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for auto sales on Lot 1, Block 1, Concord Hills Community-Phase XII Planned Unit Development, located at 5329 U.S. Highway 359; providing for publication and effective date.

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

2. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 1, UISD 359 Transportation Facility Phase I, located south of State Highway 359 east of Delphina Avenue, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date.

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

3. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the Storage of Flammable and Explosive Products on Lot 2, Block 1, UISD 359 Transportation Facility Phase I, located south of State Highway 359 east of Delphina Avenue; providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the Special Use Permit.
District II

4. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 4, Block 4, Las Lomas Industrial Park Subdivision Phase II, located at 107 Wilcox Road; providing for publication and effective date.

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

5. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 2, Block 1, Lafon Subdivision Phase I, located at 3512 US Highway 83; providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the Special Use Permit. District III

6. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 1, Block 5, and Lot 1, Block 7, Del Mar Village Subdivision, located at 120 W Village Boulevard, Suite 115; providing for publication and effective date.

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

7. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an Amusement Redemption Machine Establishment, on all Lots of Blocks 1024, 1024A and 1025, Western Division, located at 4100 San Bernardo Avenue, East ½ of Suite E3 and West ½ of Suite E4; providing for publication and effective date.

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

8. **Public hearing and introductory ordinance** amending the City of Laredo FY 2013-2014 Water Availability Fund Annual Budget by appropriating an additional $1,500,000.00 and drawing down the opening balance for water rights acquisitions and increasing the budget to $5,335,109.00. This amendment will provide the funding to purchase $4,354,732.00 of water rights.

9. **Public hearing and introductory ordinance** amending the City of Laredo Bridge System FY 2013-2014 Bridge annual budget by appropriating $741,401.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as Bridge I lighting project and other related improvements.

10. **Public hearing and introductory ordinance** closing as a public easement, a 17.7 ft. wide alley, dedicated for public use in Block 792, Eastern Divsion, City of Laredo, Webb County, Texas, and providing for the reversion of the public's interest in said alley to the current abutting landowners, and providing for an effective date. This alley is located in the 1400 Block of Chihuahua Street; bounded on the North by Chihuahua Street, on the South by Rosario Street; on the East by Seymour Avenue, and on the West by Loring Avenue. Said alley traverses the middle of said block from the East to West through the its entire length, and abuts the South side of Lots 1, 2, 3, 4, 5, & 6 and the North side of Lots 7, 8, 9, 10, 11, & 12.

11. **Public hearing and introductory ordinance** closing as a public easement, a 17.7 ft. wide alley, dedicated for public use in Block 889, Eastern Division, City of Laredo, Webb County, Texas, and providing for the reversion of the public's interest in said alley to the current abutting landowners, and providing for an effective date. This alley is located in the 1600 Block of Corpus Christi Street; bounded on the North by Garfield Street, on the South by Corpus Christi Street, on the East by Mendiola Avenue, and on the West by Meadow Avenue. Said alley traverses the middle of said block from East to West through its entire length, and abuts the South side of Lots 1, 2, 3, 4, 5 & 6 and the North side of Lots 7, 8, 9, 10, 11 & 12.

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

12. Authorizing the City Manager to approve a sublease of the leased premises approved by Ordinance No. 94-O-214 dated November 7, 1994 between the City of Laredo as LESSOR and Jett Racing and Sales, Inc., as the LESSEE, for the premises, described as 80,000 sq. ft., Tract 2, to the Webb County Sheriff's Office SUB-LESSEE, said lease provides for right to sublease subject to city approval, which approval shall not be unreasonably withheld.

13. Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Alestra S. de R.L. de C.V., a Mexican Corporation dated April 8, 2014 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge and 519 linear feet of right-of-way.

    1. Term of the agreement shall be for five (5) years commencing at 12:00 a.m., April 8, 2014 and terminating at 12:00 p.m. on April 7, 2019.

    2. Annual fee shall be $21,696.79 and will increase by five percent (5%) every year the license is in place. In addition to the fee, Licensee shall pay a seven dollar and 65/100 ($7.65) linear foot right-of-way fee, and will increase by five percent (5%) every year.

14. Authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

    1. Lease term is for one (1) year commencing April 1, 2014 and ending on March 31, 2015.

    2. Monthly rent will be $3,090.00 for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

    3. The lease may be terminated by either party with a thirty (30) day written notice.

IX. FINAL READING OF ORDINANCES

15.

2014-O-025 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

2014-O-026 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-137 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder and property legal description; providing for publication and effective date. **(AS AMENDED)**

2014-O-027 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue; providing for publication and effective date.

2014-O-028 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 3, and 12, Block 977, Western Division, and located at 3819 San Bernardo, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date. District VIII

2014-O-029 Amending the City of Laredo Health Department (CLHD) FY 2013-2014 full time equivalent positions (FTE) by creating three (3) FTE positions funded by the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver. These funds are for the implementation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The CLHD is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning) and 2) Expand Chronic Care clinic services with Disease Self Management to improve health and prevent hospitalizations.

2014-O-030 Ratifying the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property.

2014-O-031 Authorizing the City Manager to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft. out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility.

X. RESOLUTIONS

16. **2014-R-23** Accepting the conveyance of the following real property from:

San Isidro Northeast, Ltd. – Surface Estate Only of a tract of Lot 1, Block 2, San Isidro Northeast Subdivision Phase 1, for the purpose of constructing one (1) 3 MG Elevated Storage Tank, a copy of which conveyance is attached as Exhibit 1;

And directing that the said Real Property be filed of record in official property records of Webb County, Texas.

17. **2014-R-24** Accepting the conveyance of the following Utility and Access Easement, for an 8 inch waterline out of Lot 1, Block 1, Bruni at Fiesta Subdivision, from:

H & Sons, L.L.C. (Humberto Ramirez) - Utility easement as follows:

One .047 Acre Tract (2,050 sq. ft), a copy of which conveyance is attached as Exhibit 1:

And directing that the said Easement be filed of record in official property records of Webb County, Texas.

18. **2014-R-26** Authorizing the City Manager to accept a grant in the amount of $129,375.00 from the Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2014 Local Border Security Program (LBSP) for the period of February 12, 2014 through August 31, 2014. Funding will be used to pay for overtime to increase security along the Texas-Mexican border.

19. **2014-R-27** Supporting the Laredo of Tomorrow Initiative whose mission is to work with the citizens of Laredo to develop a healthier, better educated community committed to improving their quality of life.

20. **2014-R-28** Authorizing the City Manager to accept the contract extension with the Texas Department of State Health Services (DSHS) in the amount of $2,894,747.00 for a total of $5,232,066.00 for the continuation of the Women, Infants and Children (WIC) Program of the City of Laredo Health Department (CLHD) to provide nutrition education and food supplemental services to high risk women and children and extending the term period through September 30, 2014.

XI. MOTIONS

21. Discussion with possible action to accept the donation by Mr. Steve LaMantia, General Manager, L & F Distributors, L.L.C., of a carbon steel custom bench built by CoNo Creative Concepts Inc., valued at $800.00 for placement in a City building/facility.

22. Adopting a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2014, in accordance with Section 43.052 of the Texas Local Government Code.

23. Consideration to enter into contract with Antares Development Corporation, in the amount of $109,950.00 using the Buy Board Cooperative Purchasing Program, contract No. 331-09, to transfer and upgrade the City of Laredo Health Department (CLHD) data system and software from Windows XP to Windows 7 operating system as Microsoft will no longer support the assessment of hardware and software. This upgrade is needed for continued essential daily program data system operations and billing. The effort also complies with state and federal mandates for the electronic health record, secure health data exchange and allows us to bill third party entities, Medicaid, Medicare and the marketplace. The project is to be completed within nine (9) months from the approved start date. Funding is available through the Health Department budget.

24. Consideration for approval of the Max A. Mandel Golf Course as complete, approval of change order No. 4, an increase of $87,097.16 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of $268,940.97 to Landscape Unlimited, L.L.C., Lincoln, Nebraska. Final construction contract amount is $8,394,872.16. Funding is available in the 2007, 2008 and 2012 C.O. Bonds and Capital Improvements Fund.

25. Consideration for approval of the Backwoods Drive Extension Project from South of Yukon Drive to Shiloh Drive approximately 1800 L.F., as complete, approval of change order No. 1, an increase of $34,792.48, release of retainage and approval of final payment in the amount of $187,379.43 to Martinez Paving Company, Inc., Laredo, Texas. Final construction contract amount is $1,476,813.88. Funding is available in the 2007 Certificate of Obligation-Backwoods Drainage and 2010 Utilities Sewer System Revenue Bond.

26. Consideration for approval of the CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V) as complete, release of retainage and approval of final payment in the amount of $10,712.99 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is $107,129.88. Funding is available in the CDBG 37th Action Year/2011 Grant - District V.

27. Consideration for approval of the CDBG Median Beautification (10 Medians) – District V as complete, release of retainage and approval of final payment in the amount of $7,388.38 to ABBA Construction, L.L.C., Laredo, Texas. Final construction contract amount is $73,883.77. Funding is available in the CDBG 38th Action Year/2012 Grant.

28. Consideration for approval of selection of consultant and approval to award a professional services contract to Sepulveda Associates Architects, Inc., Laredo, Texas in the amount of $61,430.00 for design and preparation of plans and specifications for the Elderly Rental Apartments located at 620 Santa Rita Avenue. Design work is to be done on a fast track basis, approximately five (5) months. Funding is available in the HOME Investment Program.

29. Consideration for approval to award a professional services contract to Structural Engineering Associates, Inc., San Antonio, Texas in an amount not to exceed $121,497.52 for design and preparation of plans and specifications for the World Trade Bridge On-Site HazMat Facility. Design work is to be approximately three (3) months. Funding is available in the 2005 and 2008 Bridge Bond.

30. Consideration for approval of change order No. 1, an increase not to exceed $280,000.00 to the construction contract with Leyendecker Construction Inc., Laredo, Texas for the Laredo International Airport Aircraft Rescue and Fire Fighting Building to provide all materials necessary and to include, but not limited to: 8’ high chain link fence with three strands barbed wires, cantilever gates with electrical operators, a rolling gate, concrete mow strip and traffic signage; light poles and electrical conduits, data conduits and electrical wiring for the additional gates; access control cabinet for gates to be connected to existing Gallagher Access Control System, card readers with pedestals, configuration, start-up and testing of the hardware and software and video cameras. Current construction contract amount with this change order is $3,868,000.00. Completion date for the project is scheduled for May 2014. Funding is available in the Airport Construction Fund FAA Grant No. 73.

31. Consideration for approval to award a professional services contract to Lockwood, Andrews &Newnam, Inc., Dallas, Texas, for a total amount not to exceed $393,033.00 for the programming, design, preparation of plans and specifications and bidding services for following Laredo International Airport Improvements:

1. Security System Improvements Phase I and Phase II not to exceed $159,700.00;

2. Air Cargo Road Extension not to exceed $124,882.00;

3. M&M Cargo Parking Lot Rehabilitation not to exceed $63,356.00 and

4. Maintenance Facility not to exceed $45,095.00.

Design work is to be approximately three (3) months. Funding will be available in the Airport Construction Fund.

32. Consideration to reject all submittals received from Request for Qualifications (RFQ) for Providers of Drug and Alcohol Testing Services for the City of Laredo. Submittals received were missing information in order to properly evaluate and select. Approval is requested to re-solicit this RFQ in order to obtain a wider pool of applicants and receive submittals from qualified vendors.

33. Consideration to award contract number FY14-036 to provide Independent Employee Benefits Consultant Services to HUB International, Inc. This contract will provide the City of Laredo with employee benefits consulting services. Services include: assistance in all phases of RFP processes for Medical Plan, personal insurance, flexible spending account, medicare supplement, retiree drug subsidy application; contract compliance; budgetary reports, wellness incentive programs, etc. Contract amount is for a one (1) year period and in the amount of $40,000.00. Funding is available in the Human Resources Department budget.

34. Consideration to renew the existing annual contract FY13-026 to Austin Wood Recycling, Cedar Park, Texas in an amount up to $106,200.00 for the grinding of wood waste material (brush, branches, pallets, etc.,) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. Funding is available in the Solid Waste Services Department Fund.

35. Consideration to award annual contract FY14-046 to the bidder meeting specifications, McNeilus Truck & Manufacturing, Dodge Center, Minnesota in an amount not to exceed $160,000.00, for the purchase of McNeilus Original Equipment Manufacturer (OEM) equipment repair parts and service for the City's refuse trucks. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

36. Consideration to award annual contract FY14-043 to the low bidder meeting specifications, Gonzalez Auto Parts, Laredo, Texas in an amount up to $75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. All batteries will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

37. Consideration to award annual service contract number FY14-044 to the low bidder, Rafter P. Transport Inc., New Braunfels, Texas in an amount up to $100,000.00 to haul and load dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. This contract is based on a bid of $6.00 per cubic yard of material. All services will be secured on an as needed basis. The bid price is based on a per load rate. Funding is available in the Utilities Department – Waste Water Treatment Division budget.

38. Consideration to award contract number FY14-035 to the sole bidder, Regional Land Management Services, Laredo, Texas in an amount up to $418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a $40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill at a fee of $16.50 per ton for a total of $422,976.00, which would be the same as Budget Year 2012-2013. The cost of sending the 10,469 tons to San Antonio was $670,000.00. The approximate savings to the City of Laredo Utilities Department will be $251,000.00. Funding is available in the Utilities Department – Wastewater Plant Division budget.

39. Authorizing the City Manager to execute a construction contract to the lowest bidder, QROMEX Construction Co., Inc., Granite Shoals, Texas in the amount of $1,658,690.00 for the base bid plus alternates 1, 3 and 6 for the construction of the Cielito Lindo, Lomas del Sur, Backwoods Trail and SH-359 Waterline Extensions Project. Construction time is one hundred twenty (120) working days for final completion. Funding is available in the 2012 Water Revenue Bond.

40. Authorizing the City Manager to execute a ten (10) year contract between the City of Laredo and the Kansas City Southern Railroad / Tex Mex Railway for the groundwater remediation of City property located within and adjacent to the Zacate Creek Wastewater Treatment plant at no cost to the City of Laredo.

41. Authorizing the City Manager to award a purchase contract to Insituform Technologies, Inc., Houston, Texas through the Buy Board Cooperative Purchasing Program's contract pricing, in the amount of $1,775,787.00 for the repairs and pipe lining of 9,000 LF of the 24 inch Shiloh Drive Sewer Interceptor. The sewer interceptor has major deterioration throughout the proposed pipe length footage. This project consists of lining the pipe with an anti-corrosive pipe material which will prevent sewer interruptions and reduce the inflow and infiltration (I&I) of foreign waters. Funding is available in the 2013 Utilities Sewer Bond.

42. Authorizing the City Manager to purchase 863.6545 acre feet of Municipal Water Rights, Certificate #23-3997BR from Vaquillas Ranch Company LTD., at $3,000.00 per acre foot for a total of $2,590,963.50. Funding is available in the Water Availability Fund. **(Pending final hearing budget amendment item #8)**

43. Authorizing City Manager to approve Amendment No. 6, to Camp, Dresser & McKee (CDM), Inc., in the amount of $291,600.00 for extended construction support for the 6.0 MGD expansion project, Dedicated Land Disposal (DLD) closure and ground monitoring discontinuation request to Texas Commission on Environmental Quality (TCEQ) for the South Laredo Wastewater Treatment Plant. The revised contract amount is $7,751,950.00. Funding is available in the 2006 Sewer Revenue Bond.

44. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of February 2014, represent an increase of $124.79. These adjustments are determined by the Webb County Appraisal District and by court orders.

XII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

45.

A. **Request by Mayor Raul G. Salinas**

1. Discussion with possible action on endorsement for the resolution in support of the “Laredo of Tomorrow” initiative to work with the citizens of Laredo to develop healthier, better educated community committed to improving their quality of life. This effort is a result of the health care needs assessment.

2. Update on the Affordable Care Act Marketplace Insurance, with possible action.

B. **Request by Council Member Mike Garza**

1. Discussion on guidelines for the selection of the members representing the City for the Regional Mobility Authority (RMA).

C. **Request by Council Member Roque Vela, Jr.**

1. Status update on the Parking Ordinance, with possible action.

D. **Request by Council Member Jorge A. Vera**

1. Discussion with possible action on the Annexation of the Hachar Tract on Mile Marker 13 and the creation of a Tax Increment Reinvestment Zone (TIRZ).

E. **Request by Council Member Cynthia Liendo**

1. Discussion with possible action to address the deteriorating facade of the Southern Hotel property currently owned by the City of Laredo.

2. Discussion with possible action to create a Neighborhood Outreach liaison position(s) within the Community Development Department to maximize citizen input and participation.

3. Discussion with possible action on assigning a staff member to create a monthly memo/newsletter accessible on the City's website that will inform the public of current and upcoming projects, zone changes, events, etc.

4. Discussion with possible action on authorizing sale of the El Portal Retail Space and any matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Esteban Rangel and Council Member Mike Garza)**

XIII. STAFF REPORTS

46. Presentation regarding Operation Crackdown, an initiative of the Texas National Guard, that provides for the demolition of abandoned and neglected structures that serve as a nuisance and drug haven within a community and approval to partner with the Texas Army National Guard.

47. Discussion with possible action to extend the Contract for the Collection of Delinquent Property Taxes with the firm of Flores & Saucedo L.L.C., for an additional three (3) years in exchange for Flores & Saucedo's waiver of any rights it may have by virtue of Paragraph XXIII in the present contract (the handling to conclusion of all suits in which trial court judgments are obtained) which clause could extend the contract with an interest in pending tax cases in to indefinite future.

XIV. EXECUTIVE SESSION

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

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

48. Consideration to renew the existing annual contract FY11-039 to Goodyear Tire and Rubber Company, Akron, Ohio in the amount up to $283,926.09 to provide leased tires, based on monthly mileage use, for El Metro buses and para-transit fleet. This contract provides tires for fifty-one (51) buses, twenty (20) para-transit vehicles, six (6) medium size vehicles and one (1) wrecker. This is a one (1) year term contract. Funding is available in the El Metro Operations budget.

49. Consideration for approval of the El Metro ADA Sidewalks and Ramps Project No. 60 (8 Blocks – City Wide) as complete, release of retainage and approval of final payment in the amount of $8,192.66 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is $81,926.60. Funding is available in the Transit New Freedom Grant FX7094.

XVI. 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, March 12, 2014 at 6:45 p.m.

_____

Gustavo Guevara, Jr.
City Secretary

Public Hearings (also Intro Ord) **1.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Leonardo D. Castillo, owner and Mario F. Gomez, applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for auto sales on Lot 1, Block 1, Concord Hills Community-Phase XII Planned Unit Development, located at 5329 U.S. Highway 359; providing for publication and effective date.

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

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Used Auto Sales

Site: The site is currently vacant.

Surrounding land uses: North of the property are City of Laredo Fire Station No. 10 and UISD Student Activity Complex. East of the property is South Development Industrial Park. South of the property Concord Hills Residential Neighborhood. West of the property is a Valero Gas Station/Convenience Store.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 359 as an Expressway and Concord Hills Boulevard as a Major Collector.

Letters sent to surrounding property owners: 29 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:
The P & Z Commission, in a 5 to 0 vote, recommended approval of the conditional use permit.

STAFF RECOMMENDATION

STAFF COMMENTS
The Laredo Land Development Code (Section 24.63: Permitted Uses) permits auto sales in
zones B-3, B-4, M-2 and MXD. This property is currently zoned B-1. The applicant is applying
for a Conditional Use Permit. Section 24.94.5(A) (2): Conditional Use Permit Application Submittal Criteria states that "Applications for properties currently zoned, B-1, B-1R, CBD, B-3,
or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3,
B-4 or M-1 of higher intensity."
Staff supports the issuance of the proposed conditional use permit at this location for the following reasons:

1. - The proposed use is appropriate at this location and compatible with the uses in the area.
2. - The request for the proposed use is in conformance with the Comprehensive Plan's designation for the area as light commercial.
3. - The size of the property is adequate for the storing of vehicles for sale.
4. - The proposed site plan complies with the conditional use permit review standards.
5. - The proposed property is 40,508.3507 square feet in size.

Is this CUP contrary to the established land use pattern?
No. The established land use pattern is light commercial, office and single-family reduced area residential.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
No. The proposed use of auto sales is in conformance with the Comprehensive Plan's Future
Land Use's designation for the area as Light Commercial. The proposed CUP is an overlay to
the current B-1 zoning district.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
No, the properties located along this section of US Highway 359 are already following a pattern of commercial development.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
No, the existing district allows for sufficient commercial uses. However, a B-3 zoning district is

required for used auto sales or a CUP for the proposed use in a B-1 zoning district.

Should the Commission wish to recommend in favor of the request, staff suggests the following conditions:

1. The Conditional Use Permit shall be issued to Leonardo Castillo and Mario F. Gomez, and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit “A”, which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Parking shall be provided in compliance with Section 24-78 of the Laredo Land Development Code.
5. Owner shall provide and maintain landscaping in compliance with Section 24.83 of the Laredo Land Development Code.
6. Owner shall provide and install a seven (7’) foot high opaque fence along property lines which abut or adjoin any residential zones/uses.
7. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
8. Parking shall be limited to on-site parking only.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
10. Signage shall be consistent with the City’s Sign Ordinance rules and regulations.
11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
12. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. The hours of operation will be from 9:00 a.m. to 7:30 p.m. Monday through Saturday.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Attachments

Ordinance 2014-O-
Exhibits A and B
Zoning Map Color

Comprehensive Plan Color Map
Aerial Color Map
Color Pictures

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A USED AUTO SALES ON LOT 1, BLOCK 1, CONCORD HILLS COMMUNITY-PHASE X11 PLANNED UNIT DEVELOPMENT, LOCATED AT 5329 US HIGHWAY 359; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for a Conditional Use Permit for a used auto sales on Lot 1, Block 1, Concord Hills Community-Phase XII Planned Unit Development, located at 5329 US Highway 359; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 19, 2014; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed CUP; 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 March 17, 2014, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a used auto sales on Lot 1, Block 1, Concord Hills Community-Phase XII Planned Unit Development, located at 5329 US Highway 359.

Section 2: The Conditional Use Permit is further restricted to the following provisions herewith adopted by the City Council:

1. The Conditional Use Permit shall be issued to Leonardo Castillo and Mario F. Gomez, and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Parking shall be provided in compliance with Section 24-78 of the Laredo Land Development Code.
5. Owner shall provide and maintain landscaping in compliance with Section 24.83 of the Laredo Land Development Code.
6. Owner shall provide and install a seven (7') foot high opaque fence along property lines which abut or adjoin any residential zones/uses.
7. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
8. Parking shall be limited to on-site parking only.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
10. Signage shall be consistent with the City's Sign Ordinance rules and regulations.
11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
12. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. The hours of operation will be from 9:00 a.m. to 7:30 p.m. Monday through Saturday.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.

C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

1/21/2014

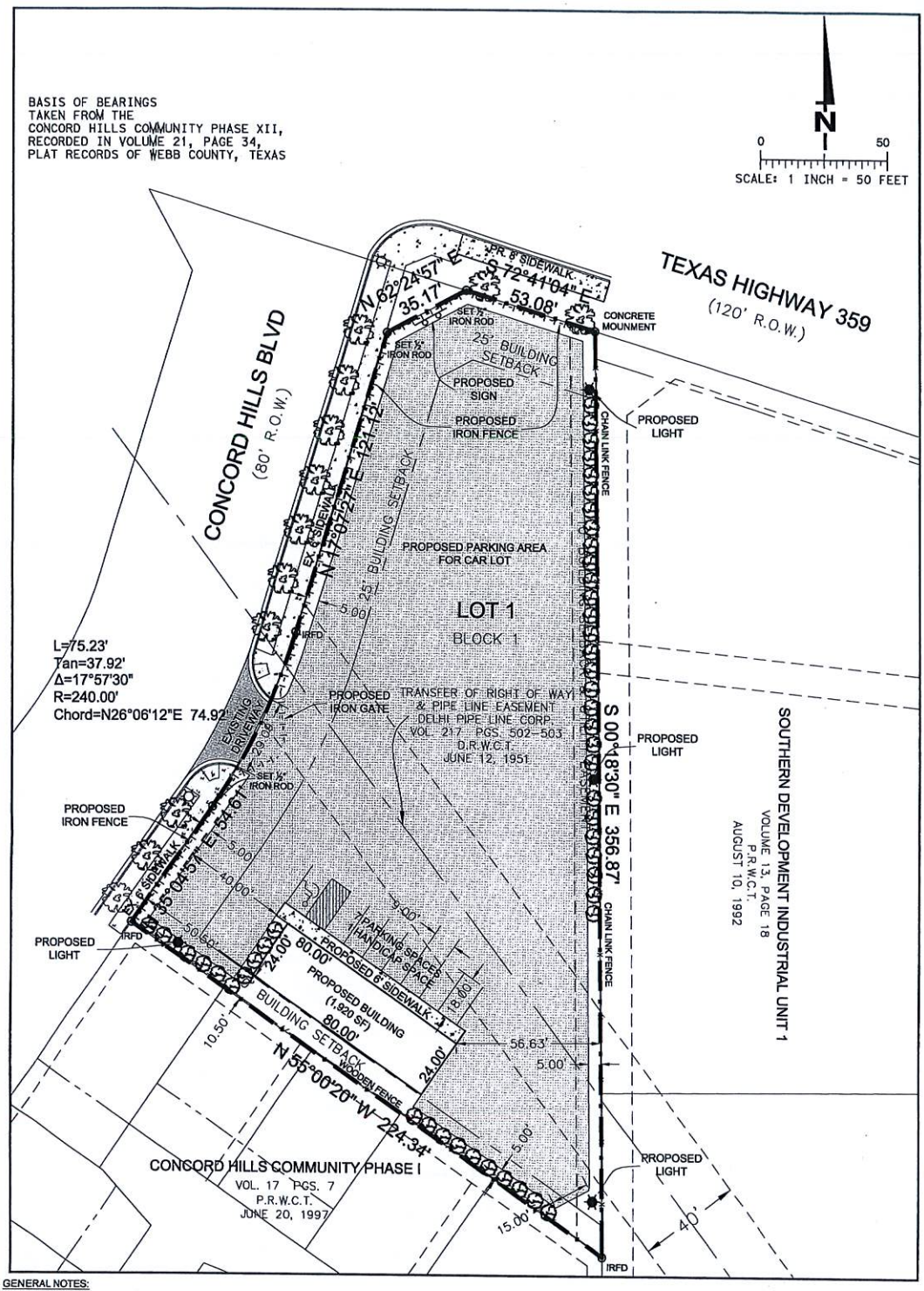
To Whom It May Concern:

This letter is to inform you that the business proposed for the property located at: 5329 State Hwy 359 Lot 1, Block 1, Concord Hills community phase XII, is going to be a used car lot that will have an operating schedule from Monday to Saturday from 9.00 AM to 7.30 PM. There will be approximately 4 employees operating at these times. If you have any questions please don't hesitate to contact us.

Sincerely,

Leonardo Castillo

Exhibit A



GENERAL NOTES:

1.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATERS OF RECORD.
2.) ALL EASEMENTS AND SETBACKS SHOWN ARE IN ACCORDANCE WITH REFERENCED PLAT OF RECORD.
3.) ALL FLOOD PLAIN INFORMATION SHOWN OR NOT SHOWN IS IN ACCORDANCE WITH REFERENCED PLAT OF RECORD AND MAY NOT NECESSARILY REPRESENT ACTUAL FLOOD PLAIN LOCATION.
4.) TREES AND SHRUBS WILL BE INSTALLED AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT IN ACCORDANCE WITH THE LAREDO LAND DEVELOPMENT CODE.
5.) THE MINIMUM AMOUNT OF TREES REQUIRED IS 12. THE MINIMUM AMOUNT OF SHRUBS REQUIRED IS 48. THE LOCATION OF TREES AND SHRUBS SHOWN ON THIS PLAN ARE APPROXIMATE.
5.) THE USED CAR LOT HAS A MAXIMUM CAPACITY OF 60 CAR LOT SPACES.

PARKING REQUIREMENTS

BUILDING SF = 1,920 SF
- FOR OFFICES: 1 PER 400 SF
REQUIRED SPACES = 5 SPACES
INCLUDED SPACES = 7 SPACES, 1 ADA SPACE

STATE OF TEXAS
EDWARD L. OCHOA
92596
REGISTERED PROFESSIONAL ENGINEER

02/05/19

EXISTING TREE
PROPOSED TREE
PROPOSED SHRUB
EXISTING STREET LIGHT
PROPOSED EXTERIOR LIGHT
LEGEND

CONCORD HILL PH12
GR./HALF BLK /@
DRAWN BY: R.P.
CHECKED BY: E.O.
SHEET NO.
1 OF 1

5329 HIGHWAY 359
CONCORD HILLS COMMUNITY PHASE XII
LOT 1, BLOCK 1
RECORDED IN VOLUME 21, PAGE 34 OF THE P.R.W.C.T.
LAREDO, TEXAS.
SITE PLAN

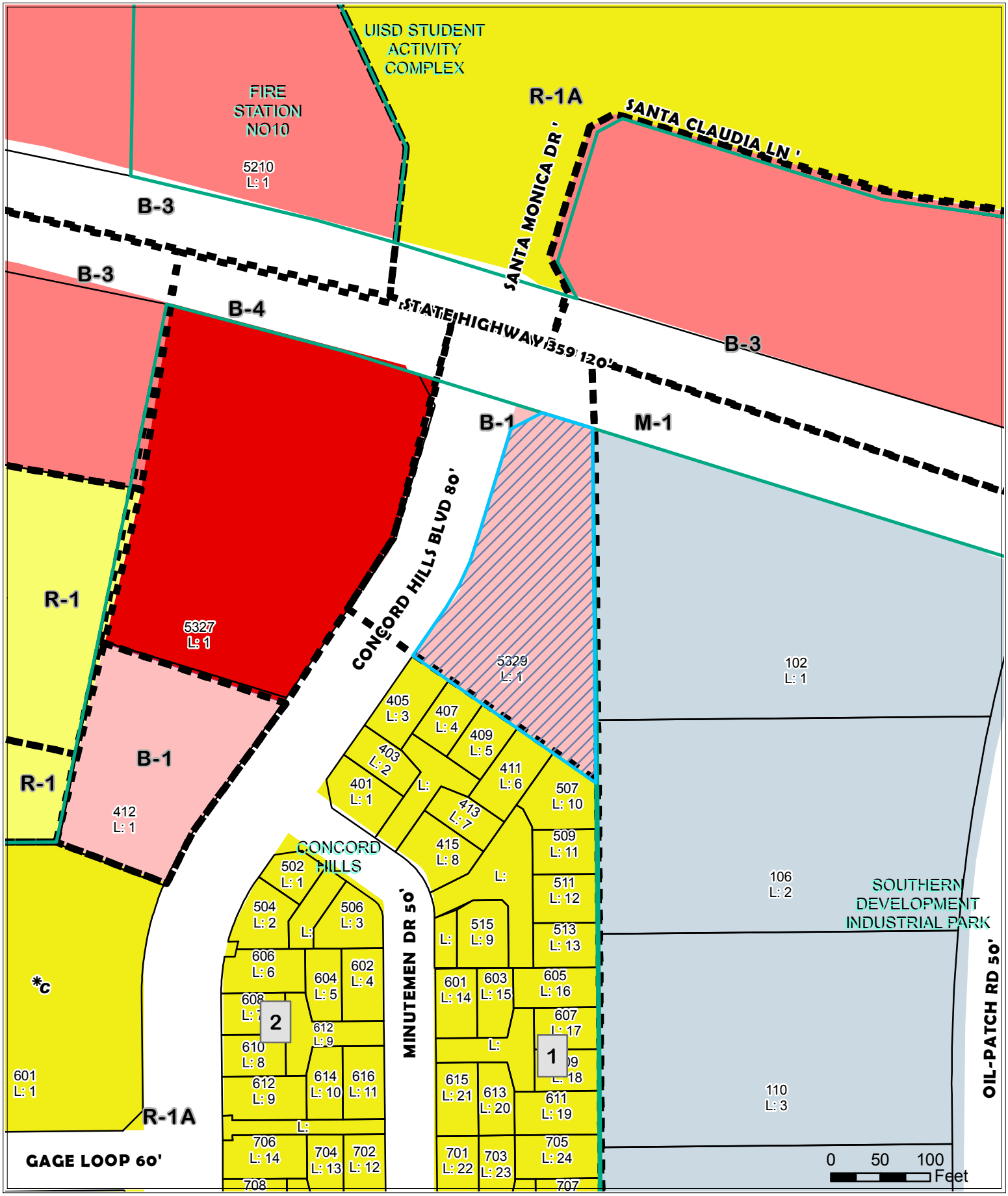
DATE: 01-14-2014
REVISION: 01-27-2014

GILPIN ENGINEERING COMPANY
101 W. Hillside Road, Ste. 8
Laredo, Texas 78041
Ph. (956)753-2210
Ph. (956)753-2212
Fax (956)753-2213
TEXAS REGISTERED FIRM F-9266

Exhibit B

5329 STATE HIGHWAY 359
COUNCIL DISTRICT 2
ZC-11B-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)



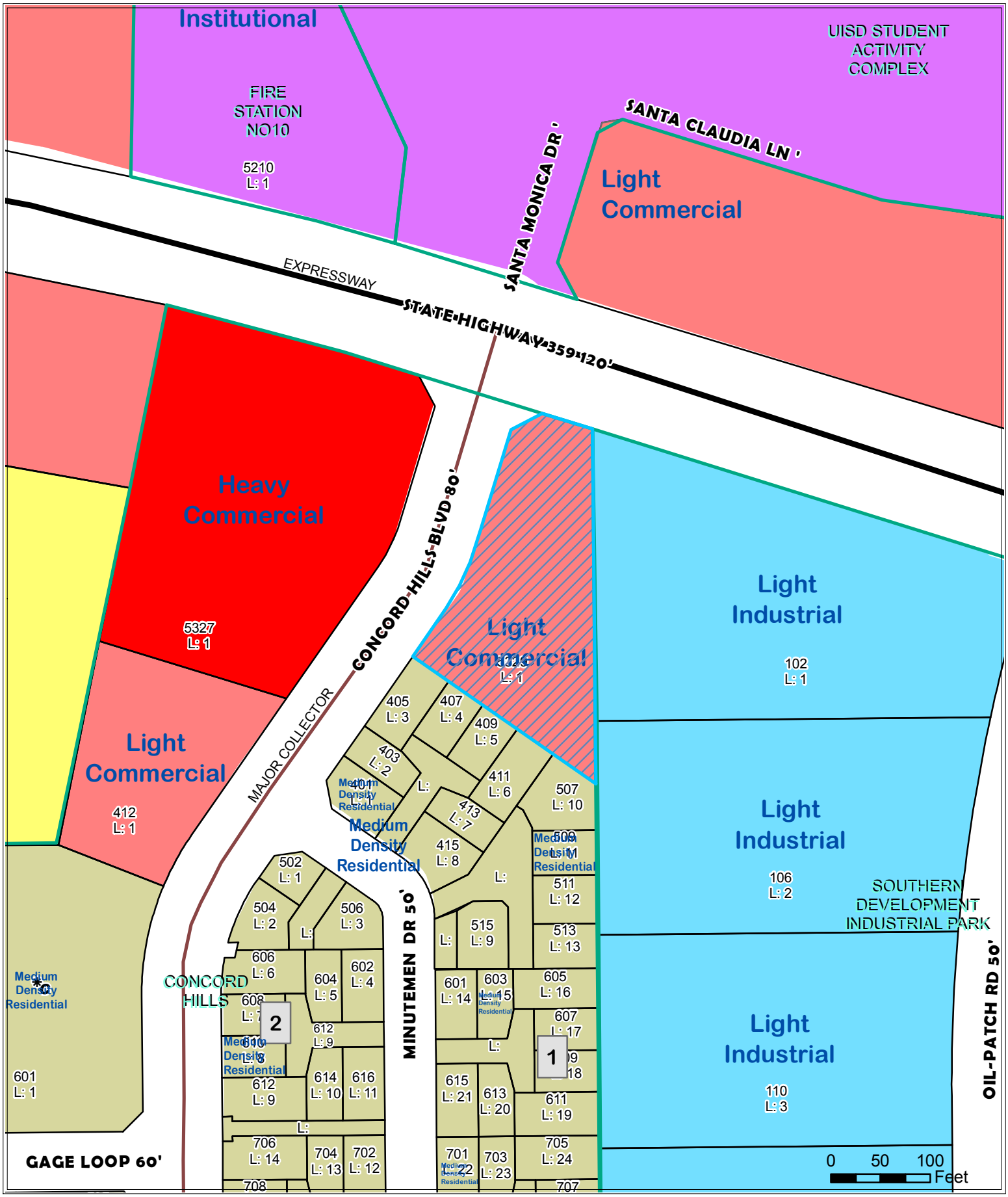
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 126 feet
Date: 1/28/2014

5329 STATE HIGHWAY 359
COUNCIL DISTRICT 2
ZC-11B-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)



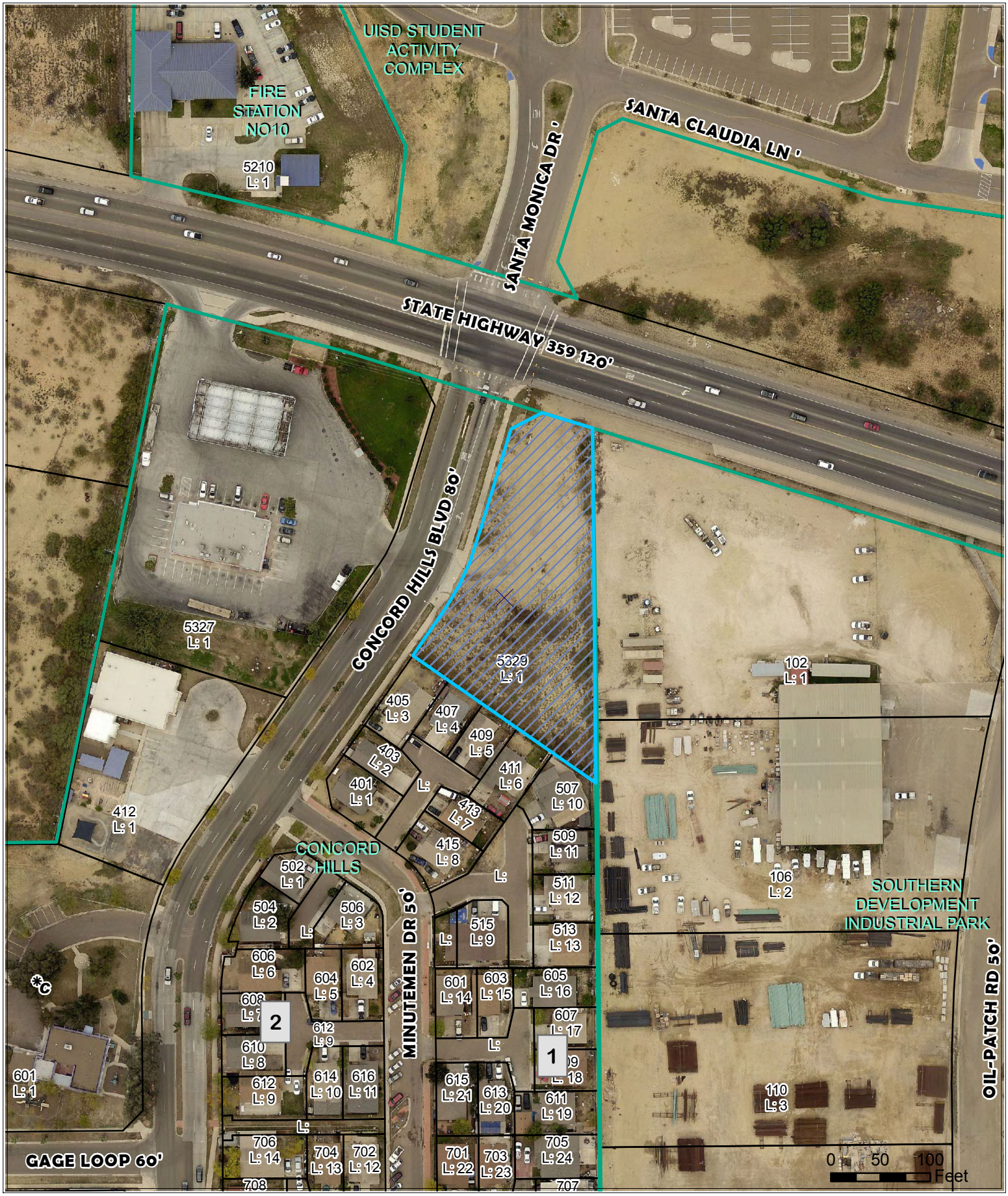
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

FUTURE LAND USE MAP

1 inch = 126 feet
Date: 1/28/2014

5329 STATE HIGHWAY 359
COUNCIL DISTRICT 2
ZC-11B-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)



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

AERIAL MAP

1 inch = 126 feet
Date: 1/28/2014

ZC-11B-2014

5329 US HIGHWAY 359

PROPOSAI:B-1 (LIMITED BUSINESS DISTRICT) TO C.U.P. (CONDITIONAL USE PERMIT)

ZC-11B-2014

5329 US HIGHWAY 359

PROPOSAI:B-1 (LIMITED BUSINESS DISTRICT) TO C.U.P. (CONDITIONAL USE PERMIT)

Public Hearings (also Intro Ord) **2.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: United Independent School District, Owner
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 1, UISD 359 Transportation Facility Phase I, located south of State Highway 359 east of Delphina Avenue, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District); providing for publication and effective date.

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

PREVIOUS COUNCIL ACTION

On February 4th, 2013, Council approved Ordinance No. 2013-O-006 for a zone change from R-1 and R-1A to B-4.

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Transit Maintenance Facility/Institutional /Storage of Flammable and Explosive Products.

Site: Vacant and undeveloped

Surrounding land uses: To the north are RK1 Truck Equipment, Border Town Flea Market, V&M Auto Parts Junk Yard, Pamper Scrap Metal, Pioneer Wireless, vacant lots, Hi-Valley Pipe and Pavement, Laredo Salvage Pool and the City of Laredo Solid Waste Department and Landfill. To the south, east and west is vacant undeveloped land.

Comprehensive Plan: The Comprehensive Plan identifies this area as Transportation.

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 359 as an
Expressway.

Letters sent to surrounding property owners: 2 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:
The P & Z Commission, in a 4 to 0 vote, with 1 abstention, recommended approval of the zone change.

STAFF RECOMMENDATION

STAFF COMMENTS

Staff supports the proposed zone change. The proposed zone change is in conformance with the Comprehensive Plan's designation as Transportation, and it is compatible with the existing zones and uses in the area.

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 transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No, the existing land use pattern includes heavy commercial and industrial uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the surrounding districts are primarily residential, but along State Highway 359 there is a predominance of heavy commercial and industrial districts.

Will change adversely influence living conditions in the neighborhood?
No, there are no residential areas in the immediate vicinity.

Are there substantial reasons why the property can not be used in accord with existing zoning?
Yes, the existing zoning districts doesn't allow the propose use for the Storage of Flammable and Explosive Products.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	
Account #:	

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance No. 2014-O-
Color Zoning Map
Color Comprehensive Plan Map
Color Aerial Map
Color Pictures ZC-26-2014

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 2, BLOCK 1, UISD 359 TRANSPORTATION FACILITY PHASE I, LOCATED SOUTH OF STATE HIGHWAY 359 EAST OF DELPHINA AVENUE, FROM B-4 (HIGHWAY 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 2, Block 1, UISD 359 Transportation Facility Phase I, located South of State Highway 359 East of Delphina Avenue, from B-4 (Highway 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 February 19, 2014; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the zone change request; 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 March 17, 2014, 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 2, Block 1, UISD 359 Transportation Facility Phase I, located South of State Highway 359 East of Delphina Avenue, from B-4 (Highway Commercial District) to M-1 (Light Manufacturing District).

Section 2: The Special Use Permit is restricted to the following provisions:

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

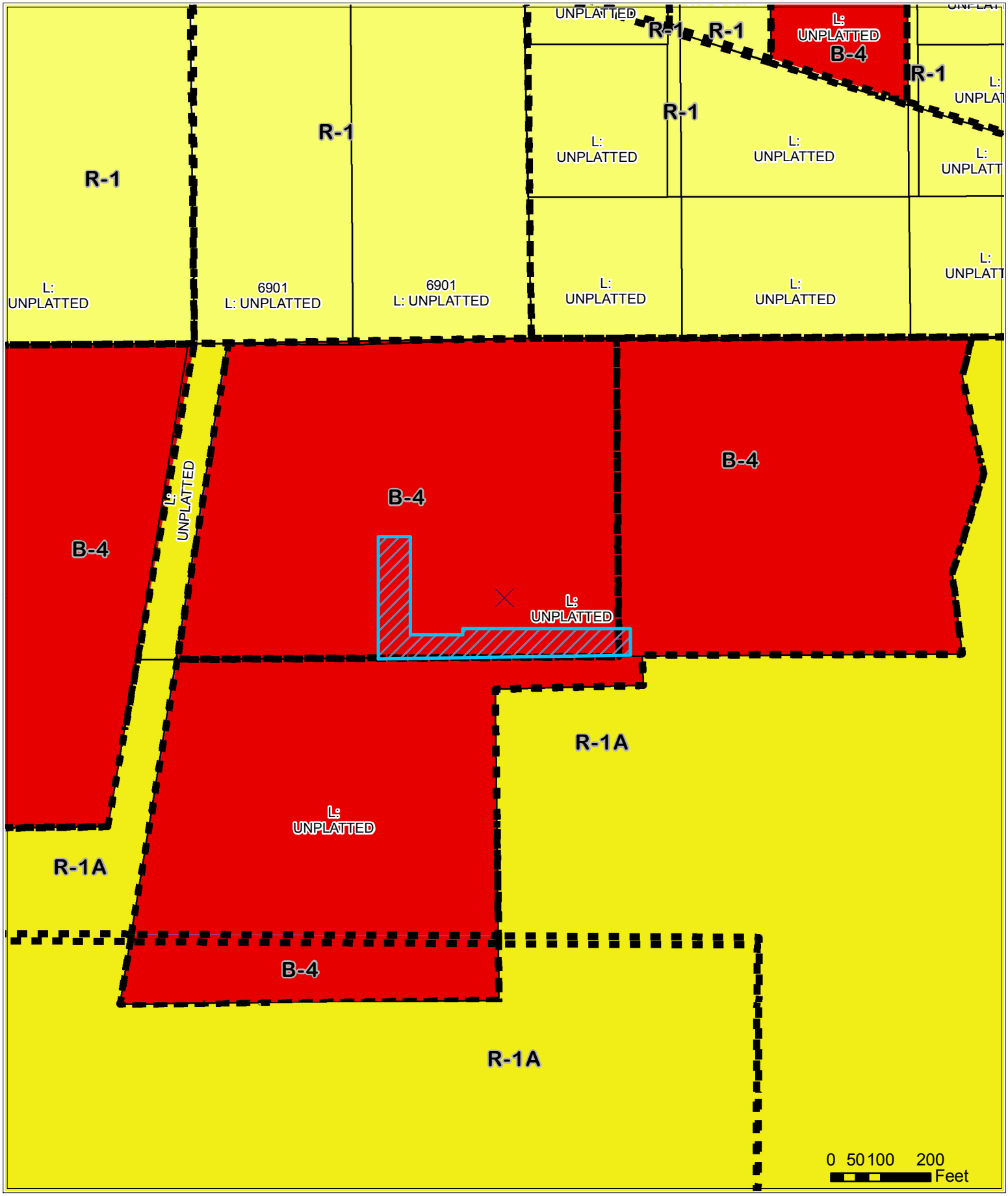
APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

ZC-26-2014

SOUTH OF 359, SOUTH OF MUNICIPAL LANDFILL
COUNCIL DISTRICT 2

REZONE FROM B4 (HIGHWAY COMMERCIAL DISTRICT) TO M1(LIGHT MANUFACTURING DISTRICT)



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

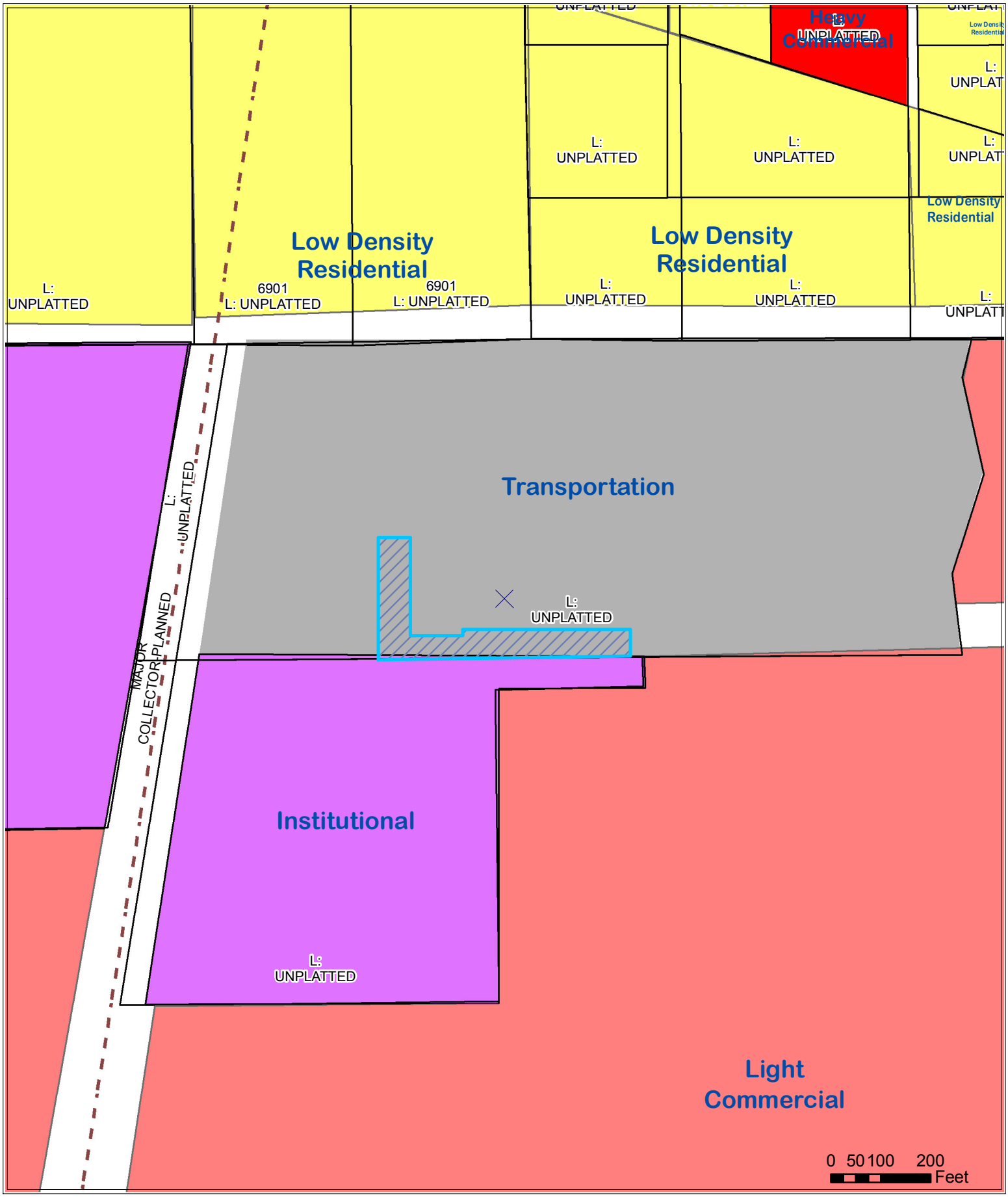
ZONING MAP

1 inch = 250 feet
Date: 1/28/2014

ZC-26-2014

SOUTH OF 359, SOUTH OF MUNICIPAL LANDFILL
COUNCIL DISTRICT 2

REZONE FROM B4 (HIGHWAY COMMERCIAL DISTRICT) TO M1(LIGHT MANUFACTURING DISTRICT)



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

FUTURE LAND USE MAP

1 inch = 250 feet
Date: 1/28/2014

ZC-26-2014

SOUTH OF 359, SOUTH OF MUNICIPAL LANDFILL
COUNCIL DISTRICT 2

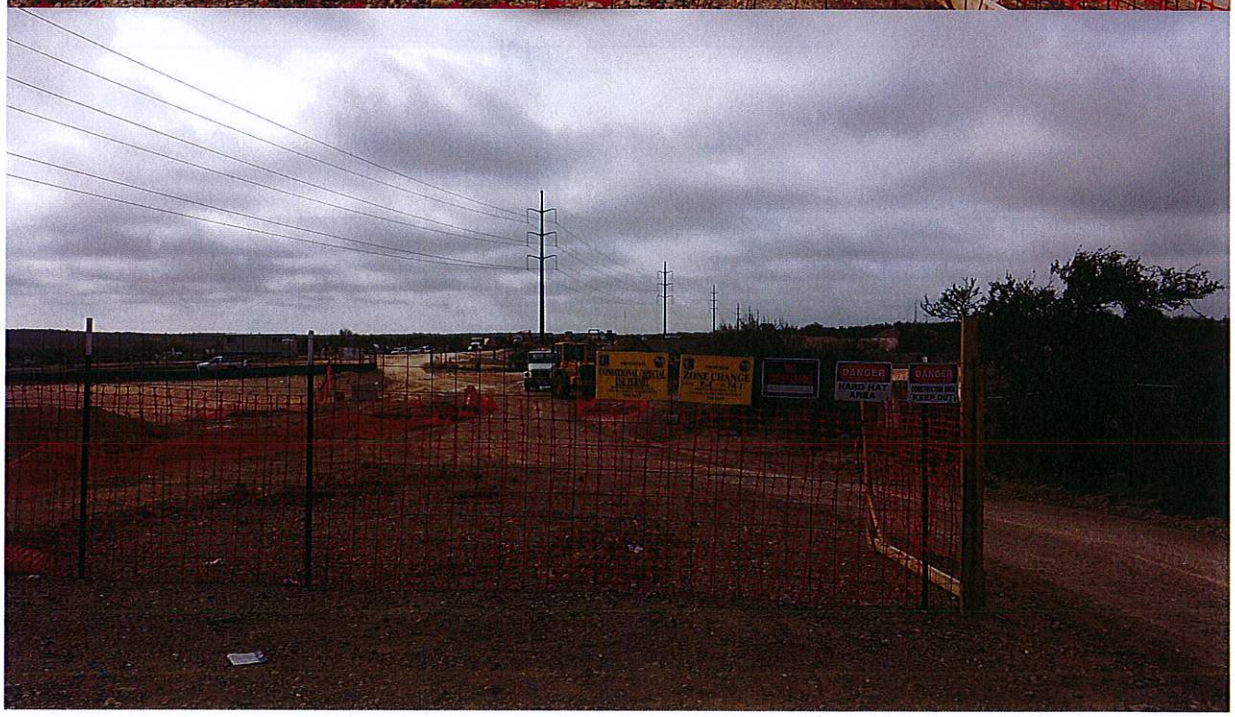
REZONE FROM B4 (HIGHWAY COMMERCIAL DISTRICT) TO M1(LIGHT MANUFACTURING DISTRICT)

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

AERIAL MAP

1 inch = 250 feet
Date: 1/28/2014

ZC-26-2014
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)
South of State Highway 359 and east of Delphina Ave.



ZC-26-2014
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)
South of State Highway 359 and east of Delphina Ave.

ZC-26-2014
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)
South of State Highway 359 and east of Delphina Ave.

ZC-26-2014
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)
South of State Highway 359 and east of Delphina Ave.

ZC-26-2014
B-4 (Highway Commercial District) to M-1 (Light Manufacturing District)
South of State Highway 359 and east of Delphina Ave.

Public Hearings (also Intro Ord) **3.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: United Independent School District, Owner
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the Storage of Flammable and Explosive Products on Lot 2, Block 1, UISD 359 Transportation Facility Phase I, located south of State Highway 359 east of Delphina Avenue; providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the Special Use Permit.
District II

PREVIOUS COUNCIL ACTION

On February 4, 2013, Council approved Ordinance No. 2013-O-006 for a zone change from R-1 and R-1A to B-4.

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Transit Maintenance Facility/Institutional /Storage of Flammable and Explosive Products.

Site: Vacant and undeveloped

Surrounding land uses: To the north are RK1 Truck Equipment, Border Town Flea Market, V&M Auto Parts Junk Yard, Pamper Scrap Metal, Pioneer Wireless, vacant lots, Hi-Valley Pipe and Pavement, Laredo Salvage Pool and the City of Laredo Solid Waste Department and Landfill. To the south, east and west is vacant undeveloped land.

Comprehensive Plan: The Comprehensive Plan identifies this area as Transportation.

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 359 as an
Expressway.

Letters sent to surrounding property owners: 2 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:
The P & Z Commission, in a 4 to 0 vote, with 1 abstention, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the proposed special use permit for the storage of flammable and explosive products.
The proposed use is in conformance with the Comprehensive Plan's designation as Transportation, issuance of a special use permit is appropriate at this location and the proposed use is compatible with the existing zones and uses in the area.

Staff supports the special use permit and suggests the following provisions be attached to the issuance
of the Special Use Permit (SUP):

1. The Special Use Permit is issued to United Independent School District, and is non-transferable.
2. The Special Use Permit is restricted to the activities described in specification provided at Plan Review Submittals, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Warning Signs shall be posted within sight of each dispenser stating the requirements of Section 2305.6 of the 2012 IFC, Exhibit "C", which is made part hereof for all purposes.
5. Fire Extinguishers with a minimum of 2-A:20-BC rating shall be provided and located such that an extinguisher is not more than 75 ft. from pumps, dispensers, or storage fill pipe opening.
6. Special Use Permit shall comply with all Fire Code requirements, including but not limited to the location and treatment of the premises.
7. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
8. A final Fire Inspection must be requested before Fuel Storage tanks are placed into service.
9. As per Code, a fire official must witness and approve all required testing done during

installation of underground and/or above ground storage tanks and NO modifications are to be done to any system(s) nor any deviations for original plan(s) unless authorized by the Marshall's Office.
10. A set of approved plans and review letter must be at project site at all times.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Attachments

Ordinance No. 2014-O-
Exhibits A, B and C ZC-27-2014
Color Zoning Map
Color Comprehensive Plan Map
Color Aerial Map
Color Pictures ZC-27-2014
Narrative Letter SUP

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR THE STORAGE OF FLAMMABLE AND EXPLOSIVE PRODUCTS, ON LOT 2, BLOCK 1, UISD 359 TRANSPORTATION FACILITY PHASE I, LOCATED SOUTH OF STATE HIGHWAY 359 EAST OF DELPHINA AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 2, Block 1, UISD 359 Transportation Facility Phase I, located South of State Highway 359 East of Delphina Avenue, has requested a Special Use Permit for the storage of flammable and explosive products; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 19, 2014; and,

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

WHEREAS, notice of the 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 March 17, 2014, on the request and finds the proposed Special Use Permit 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: A Special Use Permit is granted for the storage of flammable and explosive products on Lot 2, Block 1, UISD 359 Transportation Facility Phase I, located South of State Highway 359 East of Delphina Avenue.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to United Independent School District, and is non-transferable.
2. The Special Use Permit is restricted to the activities described in specification provided at Plan Review Submittals, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.

4. Warning Signs shall be posted within sight of each dispenser stating the requirements of Section 2305.6 of the 2012 IFC, Exhibit "C", which is made part hereof for all purposes.
5. Fire Extinguishers with a minimum of 2-A:20-BC rating shall be provided and located such that an extinguisher is not more than 75 ft. from pumps, dispensers, or storage fill pipe opening.
6. Special Use Permit shall comply with all Fire Code requirements, including but not limited to the location and treatment of the premises.
7. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
8. A final Fire Inspection must be requested before Fuel Storage tanks are placed into service.
9. As per Code, a fire official must witness and approve all required testing done during installation of underground and/or above ground storage tanks and NO modifications are to be done to any system(s) nor any deviations for original plan(s) unless authorized by the Marshall's Office.
10. A set of approved plans and review letter must be at project site at all times.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

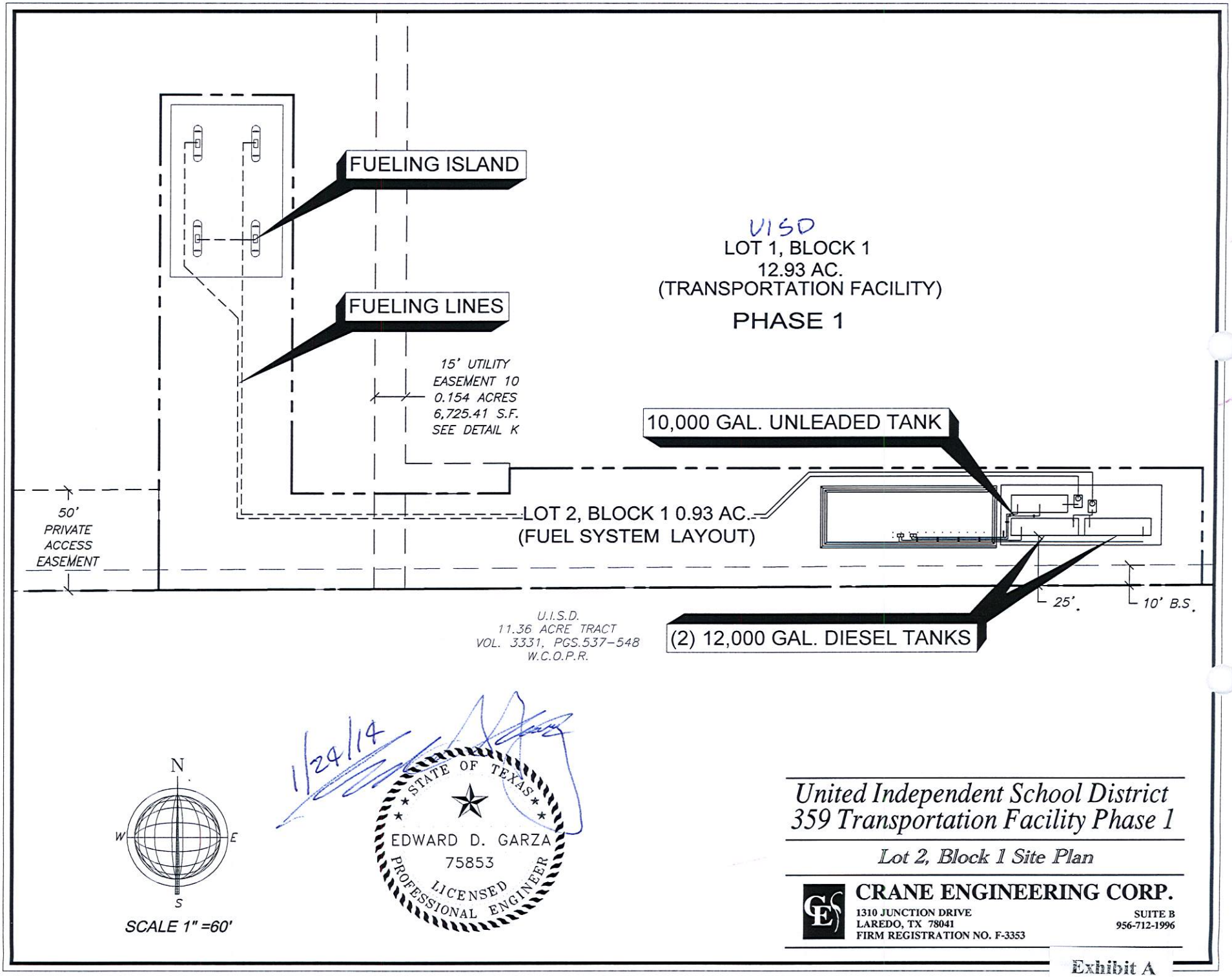
_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

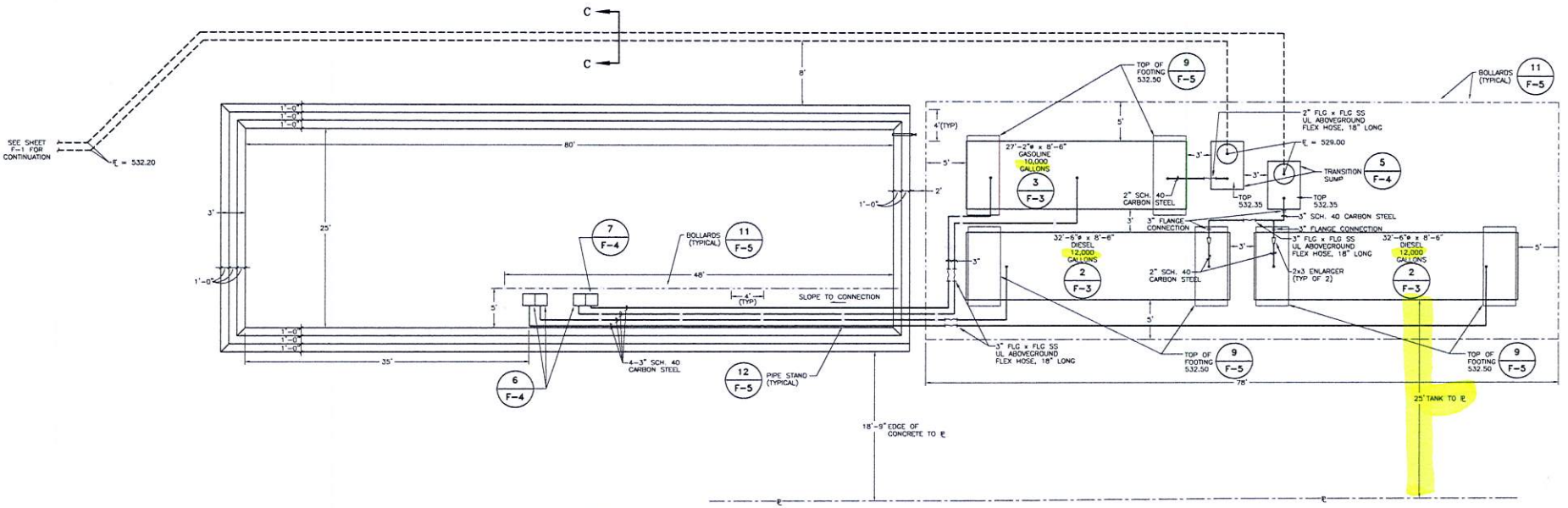


United Independent School District
359 Transportation Facility Phase 1

Lot 2, Block 1 Site Plan

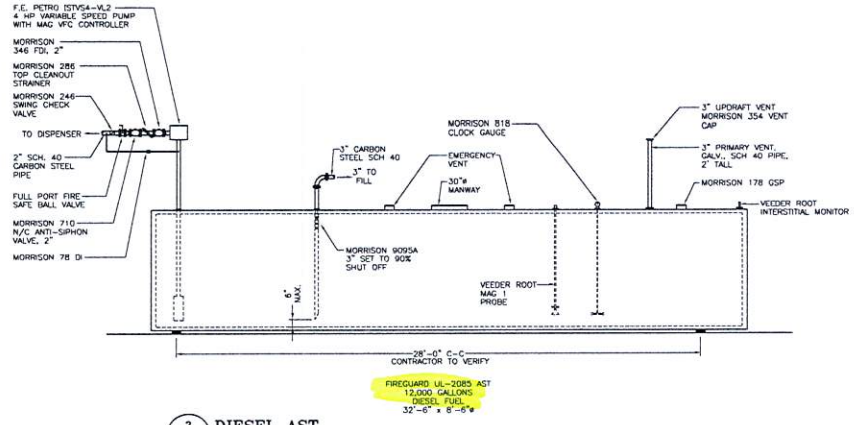
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Exhibit A
1 OF 6



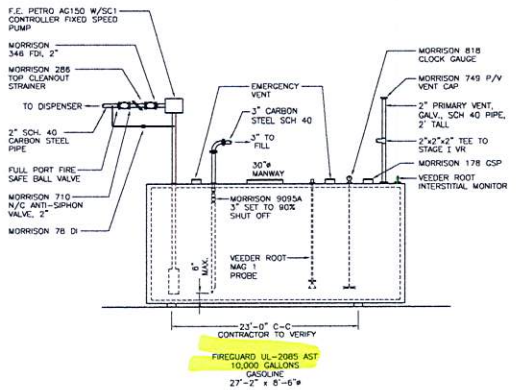
8 / F-1 ENLARGED PLAN – AST AREA

SCALE: 1"= 6'-0"



2 / F-3 DIESEL AST

NOT TO SCALE



3 / F-3 GASOLINE AST

NOT TO SCALE

STATE OF TEXAS
RICHARD N. BERRY
86756
LICENSED
PROFESSIONAL ENGINEER

Richard N Berry
01-23-14

RNB ENGINEERING SERVICES

Richard N. Berry, P.E., Inc.
SAN ANTONIO, TEXAS
210-403-2940
F-1542

Revisions	Date: OCTOBER 26, 2012	
No. Date	Scale: AS NOTED	

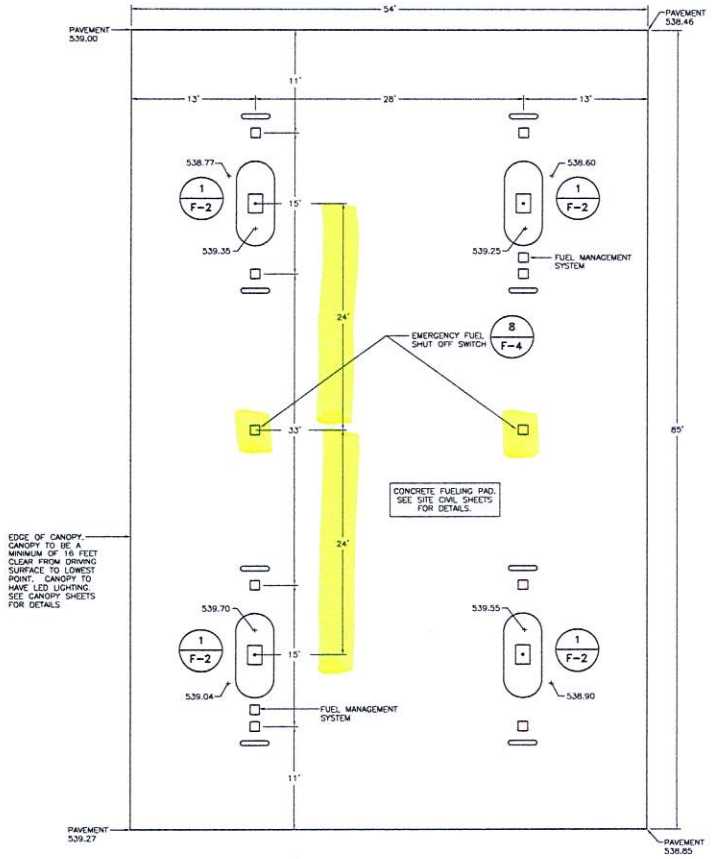
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

United Independent School District
TX359 Transportation & Maintenance Facility - Phase 1

Enlarged Plan and Details

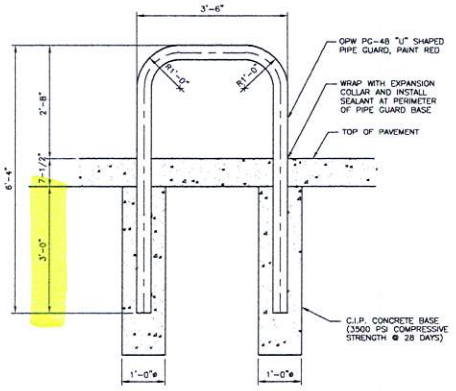
SHEET F3

2 OF 6



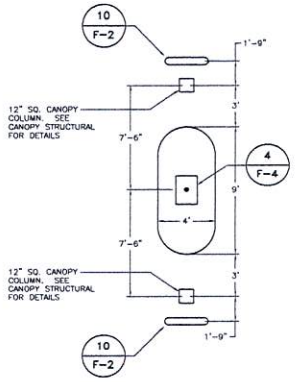
A / F-1 ENLARGED PLAN – DISPENSING AREA

SCALE: 1"= 6'-0"



10 / F-2 BOLLARD DETAIL

NOT TO SCALE



1 / F-2 ISLAND PLAN

SCALE: 1"= 4'-0"

STATE OF TEXAS RICHARD N. BERRY 86756 LICENSED PROFESSIONAL ENGINEER

Richard N Berry 01-23-14

RNB ENGINEERING SERVICES

Richard N. Berry, P.E., Inc.

SAN ANTONIO, TEXAS 210-603-2940 F-1542

Revisions	Date: OCTOBER 26, 2012	
No. Date	Scale: AS NOTED	

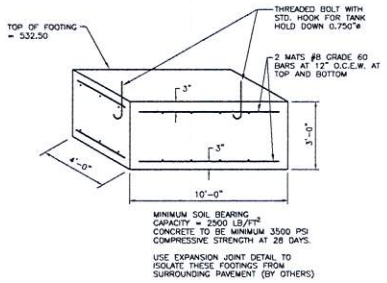
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

United Independent School District
TX359 Transportation & Maintenance Facility - Phase 1

Enlarged Plan and Details

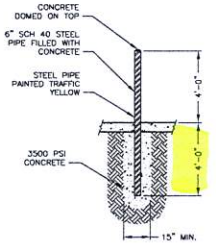
SHEET F2

3 OF 6



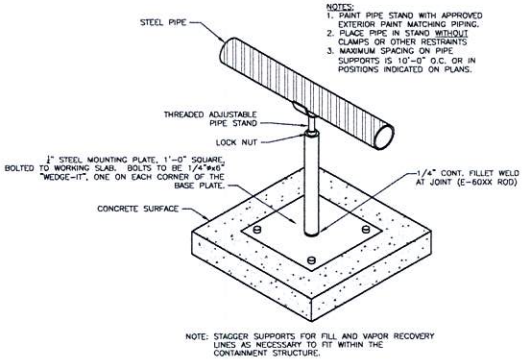
9 / F-3 AST FOOTING

NOT TO SCALE



11 / F-3 / F-8 BOLLARD DETAIL

NOT TO SCALE



12 / F-3 PIPE STAND DETAIL

NOT TO SCALE

STATE OF TEXAS
RICHARD N. BERRY
86756
LICENSED
PROFESSIONAL ENGINEER

Richard N Berry
01-23-14

RNB ENGINEERING SERVICES

Richard N. Berry, P.E., Inc.
SAN ANTONIO, TEXAS
210-403-2940
F-1542

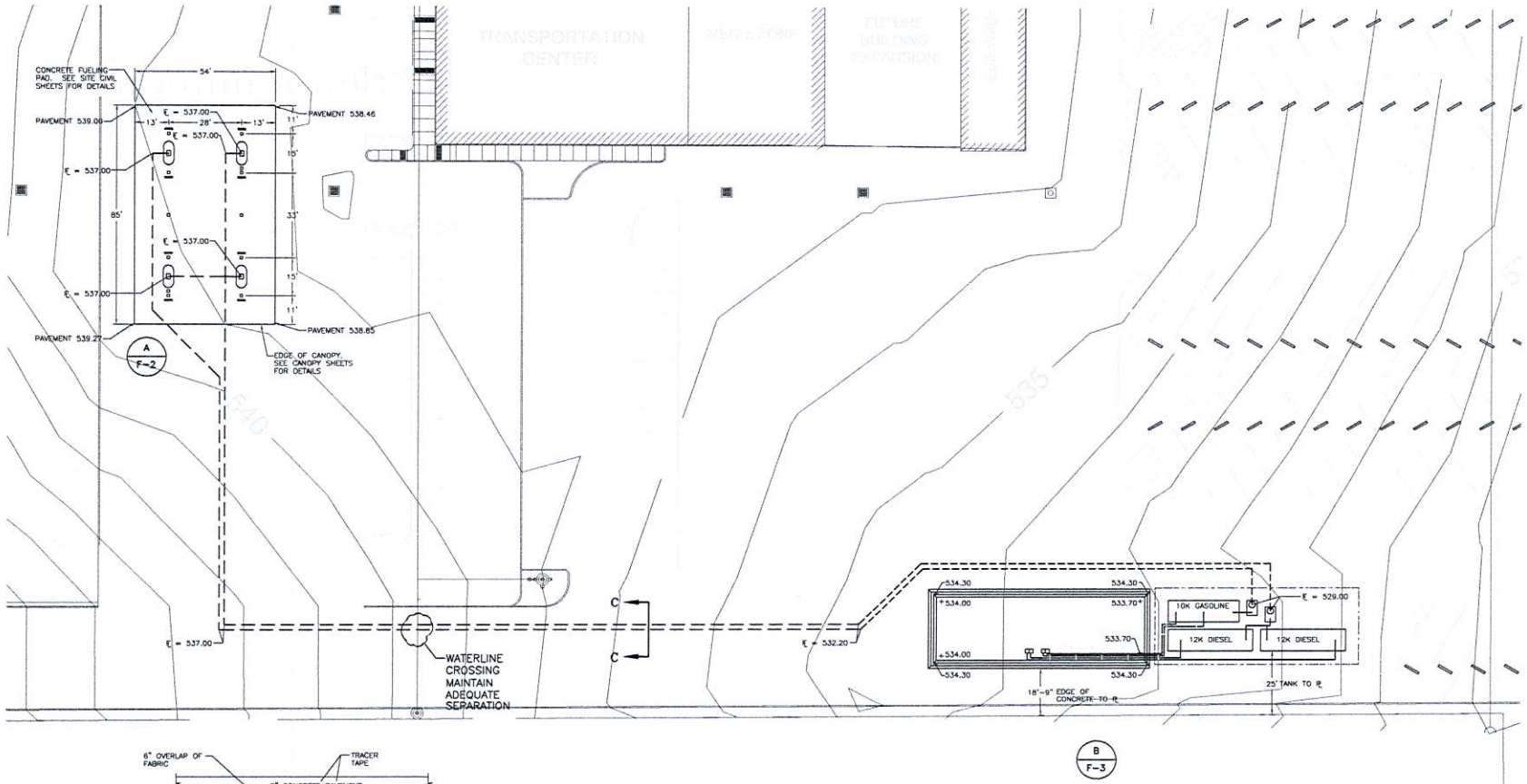
Revisions	Date: OCTOBER 26, 2012	
No. Date	Scale: AS NOTED	

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

United Independent School District
TX359 Transportation & Maintenance Facility - Phase 1

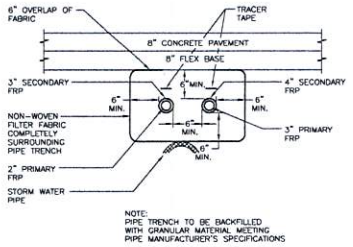
Details

SHEET F5



FUEL LAYOUT PLAN

SCALE: 1"= 20'-0"



NOTE:
PIPE TRENCH TO BE BACKFILLED WITH GRANULAR MATERIAL MEETING PIPE MANUFACTURER'S SPECIFICATIONS

SECTION C-C

STATE OF TEXAS
RICHARD N. BERRY
86756
LICENSED
PROFESSIONAL ENGINEER

Richard N Berry
01-23-14

RNB ENGINEERING SERVICES
Richard N. Berry, P.E., Inc.
SAN ANTONIO, TEXAS
210-403-2940
F-1542

Revisions	Date: OCTOBER 26, 2012	
No. Date	Scale: AS NOTED	

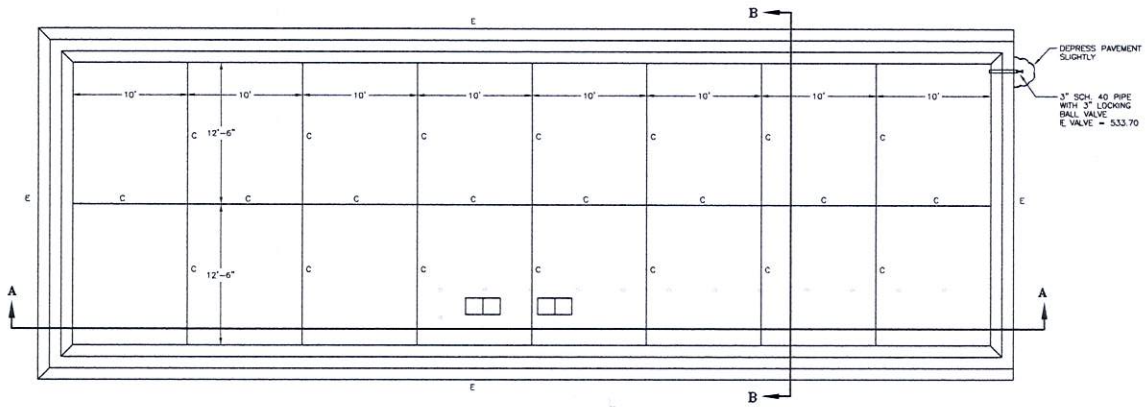
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

United Independent School District
TX359 Transportation & Maintenance Facility - Phase 1

Fuel System Overall Layout

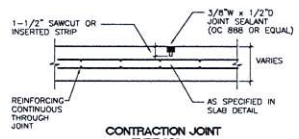
SHEET F1

5 OF 6

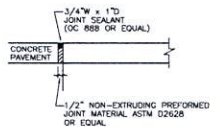


B / F-1 CONTAINMENT AREA JOINT PATTERN

SCALE: 1"= 5'-0"

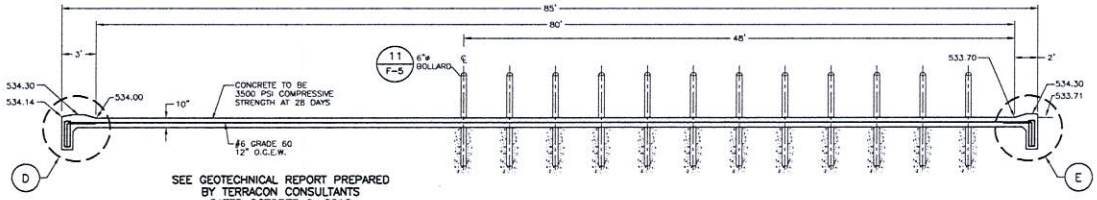


CONTRACTION JOINT TYPE 'C'



ISOLATION JOINT TYPE 'E'

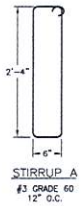
NOTE: ALL SAW CUTS SHALL BE COMPLETED WITHIN 8 HOURS OF INITIAL SET OF CONCRETE.



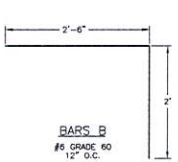
SEE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS DATED OCTOBER 9, 2012 PARAGRAPH 4.2.6 PVR LESS THAN 1 INCH

SECTION A-A

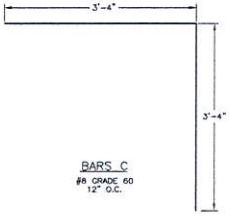
SCALE: 1"= 5'-0"



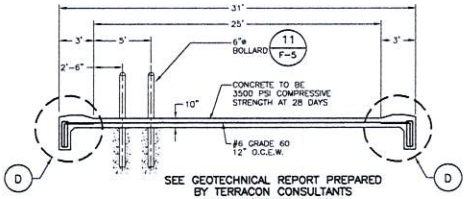
STIRRUP A
#3 GRADE 60 12" O.C.



BARS B
#6 GRADE 60 12" O.C.



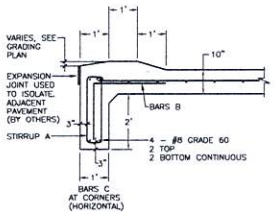
BARS C
#6 GRADE 60 12" O.C.



SEE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS DATED OCTOBER 9, 2012 PARAGRAPH 4.2.6 PVR LESS THAN 1 INCH

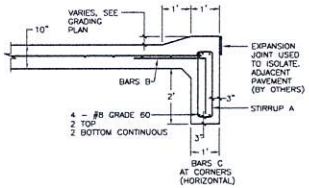
SECTION B-B

SCALE: 1"= 5'-0"



D DETAIL

SCALE: 1"= 2'-0"



E DETAIL

SCALE: 1"= 2'-0"

Richard N Berry
01-23-14

RNB ENGINEERING SERVICES

Richard N. Berry, P.E., Inc.
SAN ANTONIO, TEXAS
210-403-3940
F-1542

Revisions	Date: OCTOBER 26, 2012	
No. Date	Scale: AS NOTED	

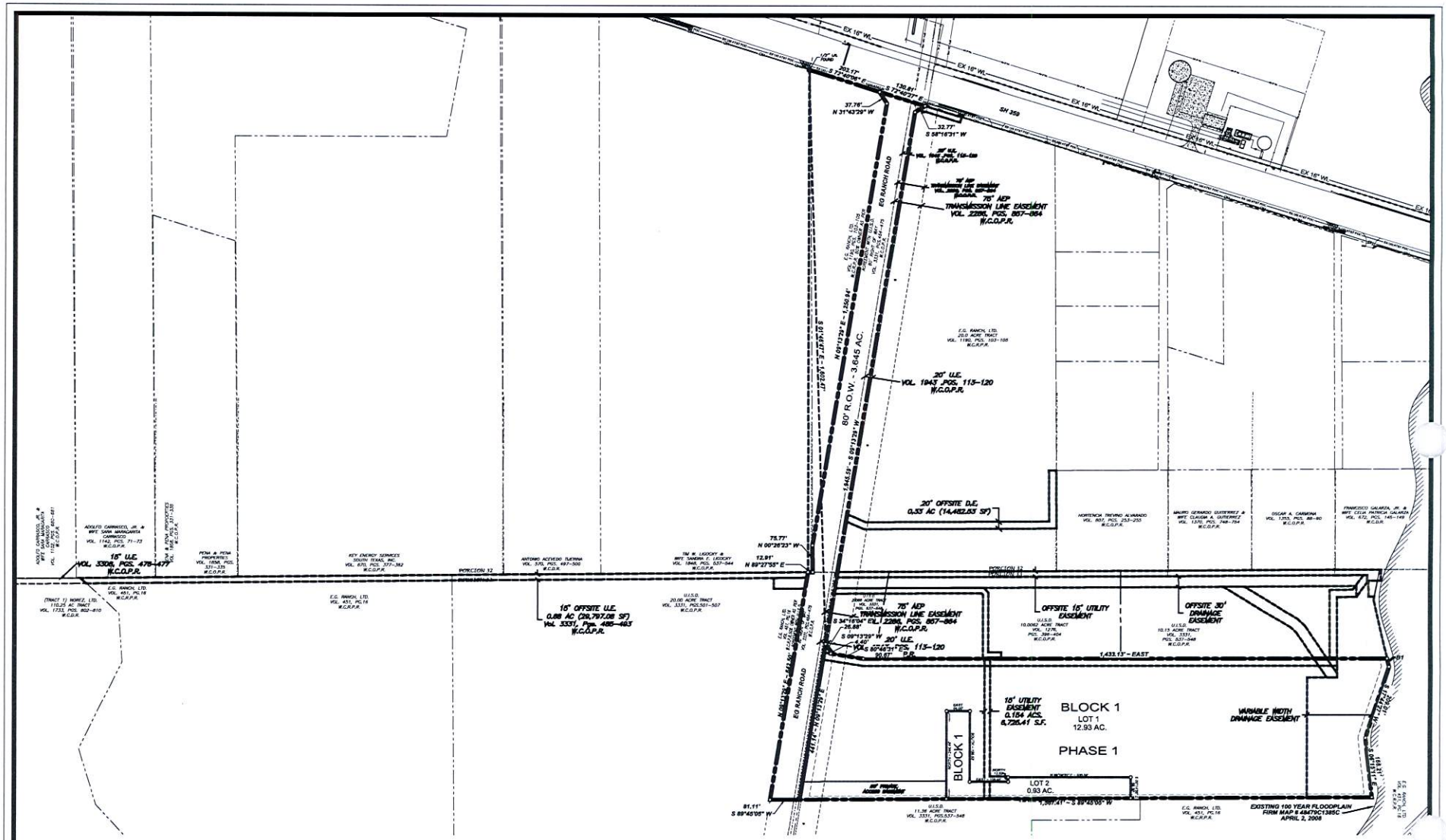
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

United Independent School District
TX359 Transportation & Maintenance Facility - Phase 1

Sections and Details

SHEET F6

6 of 6



SCALE 1" = 400'

United Independent School District
359 Transportation Facility Phase 1

Final Plat

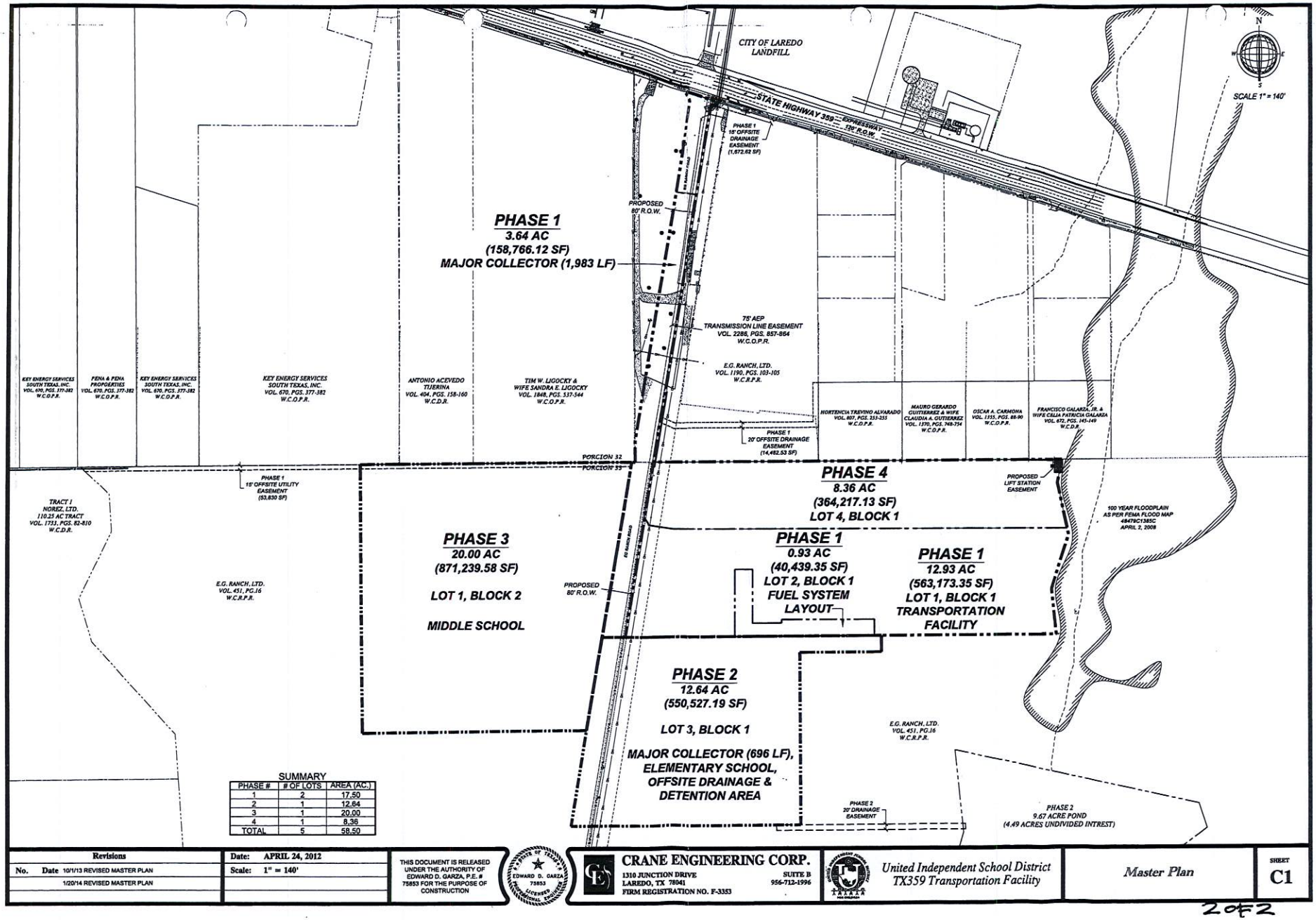
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

Exhibit B

1 OF 2

Revised 01/27/14

Z:\(D) Projects\Acad Drawings\CITY OF LAREDO\U.I.S.D\EG Ranch 40AC Tract\Transportation and Maintenance Facility (EG 40ac)\359T&M-Final Plat Ph1_NEW 1-20-14.dwg, 1/24/2014



SUMMARY

PHASE #	# OF LOTS	AREA (AC.)
1	2	17.50
2	1	12.64
3	1	20.00
4	1	8.36
TOTAL	5	58.50

Revisions	Date: APRIL 24, 2012	THIS DOCUMENT IS RELEASED UNDER THE AUTHORITY OF EDWARD D. GARZA, P.E. # 75853 FOR THE PURPOSE OF CONSTRUCTION	CRANE ENGINEERING CORP.	United Independent School District TX359 Transportation Facility	Master Plan	SHEET C1
No. Date 10/1/13 REVISED MASTER PLAN	Scale: 1" = 140'		1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353			
1/20/14 REVISED MASTER PLAN						

EDWARD D. GARZA 75853 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

2 OF 2

CITY OF LAREDO

FIRE DEPARTMENT

January 27, 2014

To: Crane Engineering
1310 Junction Drive Suite B ,
Laredo, Texas 78041
Phone (956) 712-1996

From Captain R. Dominguez
Fire Marshal's Office
1120 San Bernardo
Laredo, Texas 78046
Phone (956) 794-1633 - Fax (956) 795-2998

RE: Application # 14-347

Dear Sir/ Ma'am

The Fuel Storage Tank blueprints and specification for the installation of three aboveground fuel storage tanks (1-10,000gal. & 2-12,000gal.) for the **UISD Transportation & Maintenance Facility at 6903 US Highway 359** which you submitted to our office have been reviewed. All installations of underground tanks must comply with the requirements of 2012 International Fire Code and 2010 N.F.P.A. 30 Flammable and Combustible Code. The following items were noted and must be corrected:

Fire extinguishers with a minimum of 2-A:20-BC rating shall be provided and located such that an extinguisher is not more than 75ft. from pumps, dispensers, or storage fill pipe opening. Warning signs shall be posted within sight of each dispenser stating the requirements of section 2305.6 of the 2012 IFC (copy of section attached).

A final fire inspection must be requested before Fuel storage tanks are placed into service. As per code, a fire official must witness and approve all required testing done during installation of underground and/or above ground storage tanks and **NO** modifications are to be done to any system(s) nor any deviations from original plan(s) unless authorized by the Fire Marshal's Office. A set of approved plans and review letter must be at project site at all times. All projects are subject to field inspection(s).
Please correct the items listed above, if any, and re-submit your blueprints and plan review fee to our office. If any inspection(s) fail to pass any test(s), a re-inspection fee(s) will be charged for every visit there after before re-inspection(s) are conducted. Please contact our office if we can be of any further assistance to you or if you have any questions.

Fire Marshal's Office

EXHIBIT "C"

of 2-A:20-B:C shall be provided and located such that an extinguisher is not more than 75 feet (23 860 mm) from pumps, dispensers or storage tank fill-pipe openings.

2305.6 Warning signs. Warning signs shall be conspicuously posted within sight of each dispenser in the fuel-dispensing area and shall state the following:

1. No smoking.
2. Shut off motor.
3. Discharge your static electricity before fueling by touching a metal surface away from the nozzle.
4. To prevent static charge, do not reenter your vehicle while gasoline is pumping.
5. If a fire starts, do not remove nozzle—back away immediately.
6. It is unlawful and dangerous to dispense gasoline into unapproved containers.
7. No filling of portable containers in or on a motor vehicle. Place container on ground before filling.

2305.7 Control of brush and debris. Fenced and diked areas surrounding above-ground tanks shall be kept free from vegetation, debris and other material that is not necessary to the proper operation of the tank and piping system.

Weeds, grass, brush, trash and other combustible materials shall be kept not less than 10 feet (3048 mm) from fuel-handling equipment.

SECTION 2306
FLAMMABLE AND COMBUSTIBLE LIQUID MOTOR FUEL-DISPENSING FACILITIES

2306.1 General. Storage of flammable and *combustible liquids* shall be in accordance with Chapter 57 and Sections 2306.2 through 2306.6.3.

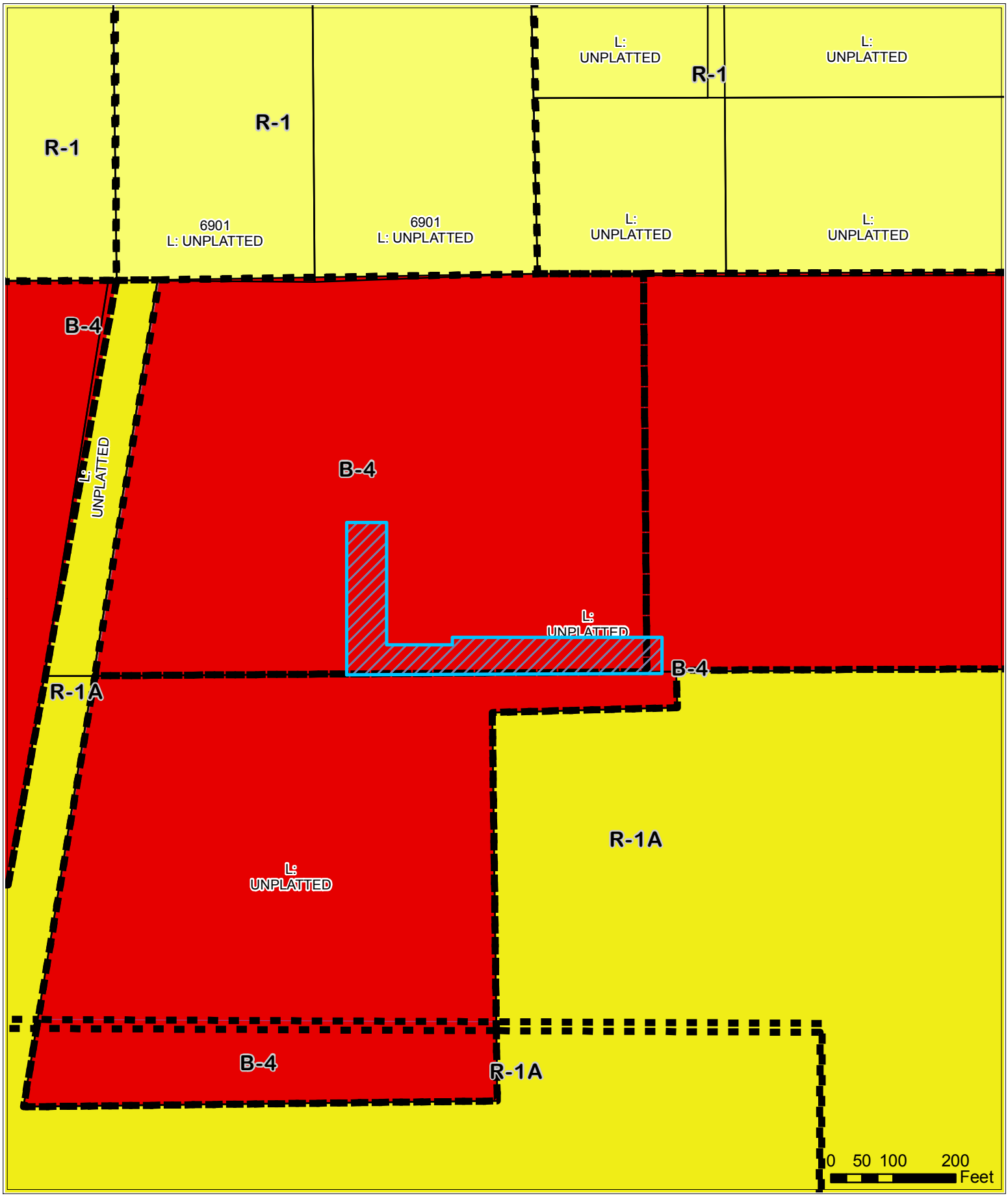
2306.2 Method of storage. *Approved* methods of storage for Class I, II and III liquid fuels at motor fuel-dispensing facilities shall be in accordance with Sections 2306.2.1 through 2306.2.5.

2306.2.1 Underground tanks. Underground tanks for the storage of Class I, II and IIIA liquid fuels shall comply with Chapter 57.

2306.2.1.1 Inventory control for underground tanks. Accurate daily inventory records shall be maintained and reconciled on underground fuel storage tanks for indication of possible leakage from tanks and piping. The records shall be kept at the premises or made available for inspection by the *fire code official* within 24 hours of a written or verbal request and shall include records for each product showing daily reconciliation between sales, use, receipts and inventory on hand. Where there is more than one system consisting of tanks serving separate pumps or dispensers for a product, the reconciliation shall be ascertained separately for each tank system. A consistent or accidental loss of product shall be immediately reported to the *fire code official*.

ZC-27-2014
SOUTH OF SH 359, SOUTH OF MUNICIPAL LANDFILL
COUNCIL DISTRICT 2

APPLICATION
OF SUP (SPECIAL USE PERMIT)



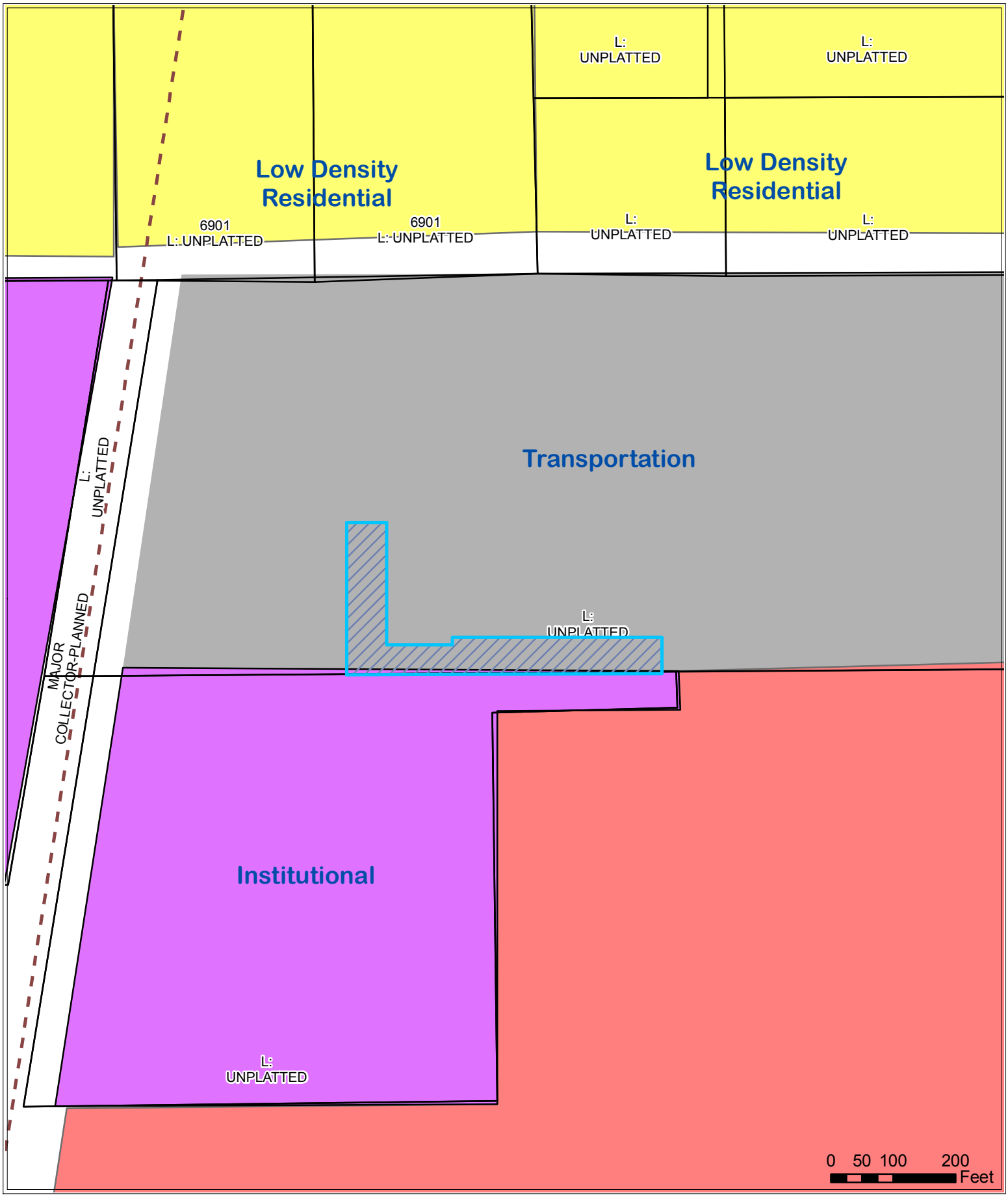
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 200 feet
Date: 1/28/2014

ZC-27-2014
SOUTH OF SH 359, SOUTH OF MUNICIPAL LANDFILL
COUNCIL DISTRICT 2

APPLICATION
OF SUP (SPECIAL USE PERMIT)



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

FUTURE LAND USE MAP

1 inch = 200 feet
Date: 1/28/2014

ZC-27-2014
SOUTH OF SH 359, SOUTH OF MUNICIPAL LANDFILL
COUNCIL DISTRICT 2

APPLICATION
OF SUP (SPECIAL USE PERMIT)

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

AERIAL MAP

1 inch = 200 feet
Date: 1/28/2014

ZC-27-2014
M-1 (Light Manufacturing District) to S.U.P. (Special Use Permit)
South of State Highway 359 and east of Delphina Ave.
Above ground storage of hazardous material

ZC-27-2014
M-1 (Light Manufacturing District) to S.U.P. (Special Use Permit)
South of State Highway 359 and east of Delphina Ave.
Above ground storage of hazardous material

ZC-27-2014
M-1 (Light Manufacturing District) to S.U.P. (Special Use Permit)
South of State Highway 359 and east of Delphina Ave.
Above ground storage of hazardous material

ZC-27-2014
M-1 (Light Manufacturing District) to S.U.P. (Special Use Permit)
South of State Highway 359 and east of Delphina Ave.
Above ground storage of hazardous material

ZC-27-2014
M-1 (Light Manufacturing District) to S.U.P. (Special Use Permit)
South of State Highway 359 and east of Delphina Ave.
Above ground storage of hazardous material

CRANE ENGINEERING CORPORATION
Civil – Public Works – Land Development
Planning – Watershed Management

Edward D. Garza, P.E., CFM

United Independent School District – 359 Transportation Facility Phase I

Submitted on behalf of United Independent School District, please find Special Use Permit application to fulfill requirements within the City of Laredo Land Development Codebook –Section 24.93.4.2. Special use permit is required for storage of petroleum products within Lot 2 Block 1 of United Independent School District – 359 Transportation Facility Phase I. Lot 2 Block 1 consists of 0.93 Acres which will house a fueling station to service buses and transportation fleet, housed in the adjacent Lot 1 Block 1. In order to meet fueling needs the location will include one (1) 10,000 gallon unleaded tank, two (2) 12,000 gallon diesel tank, and four (4) Gasboy fuel dispensers all of which will be operated by the transportation facility located on the adjacent lot.

Edward D. Garza

1310 Junction Dr., Suite B *Laredo, Texas 78041* *(956)712-1996 Fax (956) 712-2378*

Public Hearings (also Intro Ord) **4.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Texas Enterprises, Inc., applicant; Hurd Urban Development, Ltd., owner
Staff Source: Nathan Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 4, Block 4, Las Lomas Industrial Park Subdivision Phase II, located at 107 Wilcox Road; providing for publication and effective date.

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

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Storage of Flammable and/or Explosive Products

Site: The site is currently vacant.

Surrounding land uses: The City of Laredo Sanitary Landfill, vacant lots, Pioneer Wireline Services, LLC, Ordo Equipment, John Deere and Blue Bell Creameries are to the west of this property. To the south are vacant lots, Jesse Martinez Auto Parts, Mi Swaco Parts and south of Highway 359 are Laredo Salvage Pool, Wilson Supply Co., McJunkin Red Man, RA Ramirez Scrap Metal, single-family residences, and a junk yard. Land on the east and north of the property is vacant.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Industrial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Highway 359 as an Expressway and does not identify Wilcox Road.

Letters sent to surrounding property owners: 2 In Favor: 1 Opposed: 0

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the issuance of an SUP at this location, with the following conditions:

1. The Special Use Permit is issued to Hurd Urban Development, Ltd and Texas Enterprises Inc., and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the tank specifications, Exhibit "B" which is made part hereof for all purposes, and limited to only Class IIIB combustible liquids.
4. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.
5. Impact protection shall meet the requirements of Section 312.2 (1-5) of the 2012 International Fire Code.
6. Fire extinguishers shall be provided and located such that an extinguisher is not more than 75 ft. from pumps, dispensers or storage tank fill pipe opening as per Section 2-A:20:BC of the 2012 International Fire Code.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the Special Use Permit.

STAFF RECOMMENDATION

Staff **supports** the Special Use Permit.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Attachments

Ordinance
Zoning Map
Aerial Map

Future Land Use Map
Pictures
Exhibits

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR THE STORAGE OF FLAMMABLE AND EXPLOSIVE PRODUCTS ON LOT 4, BLOCK 4, LAS LOMAS INDUSTRIAL PARK SUBDIVISION PHASE II, LOCATED AT 107 WILCOX ROAD; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Special Use Permit for the storage of flammable and explosive products on Lot 4, Block 4, Las Lomas Industrial Park Subdivision Phase II, located at 107 Wilcox Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 19, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on March 17, 2014, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for the storage of flammable and explosive products on Lot 4, Block 4, Las Lomas Industrial Park Subdivision Phase II, located at 107 Wilcox Road.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Hurd Urban Development, Ltd and Texas Enterprises Inc., and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.

3. The Special Use Permit is restricted to the activities described in the tank specifications and MSDS documents, Exhibit "B", which is made part hereof for all purposes.
4. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.
5. Impact protection shall meet the requirements of Section 312.2 (1-5) of the 2012 International Fire Code.
6. Fire extinguishers shall be provided and located such that an extinguisher is not more than 75 ft. from pumps, dispensers or storage tank fill pipe opening as per Section 2-A:20:BC of the 2012 International Fire Code.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled "Enforcement and Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

(a) Any Special Use Permit, authorized by City Council, shall be considered in noncompliance and shall be suspended or revoked and removed from the City of Laredo Zoning Map if:

(1) A court having jurisdiction or a jury find the holder of the Special Use Permit guilty of a violation or if a holder of an SUP pleads guilty of violating:

(a.) Any requirement or term or condition of the Special Use Permit or has not conformed, at any time, with any or all of the requirements or terms or conditions as set out in the Special Use Permit as approved by the City Council.

(2) The activity authorized by the Special Use Permit commences prior to the institution of all conditions imposed by the Special Use Permit.

(3) The use for which the Special Use Permit was authorized does not commence within six months of the effective date of the Special Use Permit.

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

(4) The use for which the Special Use Permit is authorized is discontinued for a period of six (6) consecutive months.

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

(1) Should a City of Laredo Zoning Enforcement Official or Fire Official inspection reveal non-compliance with Laredo Land Development Code, Section 24.93.7.(b) or any of any additional express conditions of the Special Use Permit, Special Use Permit suspension/revocation procedures shall commence as below stipulated:

(a.) A Zoning Officer or Fire Official shall, upon discovery of special use permit non-compliance as per Subsection 24.93.7.(b), issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Special Use Permit for that location.

(b.) If non-compliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official or Fire Official shall issue written citation.

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

(d.) Should a citation result in a court, having jurisdiction or a jury finding the holder of the Special Use Permit guilty of a violation, or if a holder of an SUP pleads guilty, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 24 hours to be implemented as follows:.

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

(2) Upon the second conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special

Use Permit, within any twelve month period, the Special Use Permit will be suspended for such period of time as is necessary to remedy the violation, but in no event shall the suspension be for less than 72 hours. This provision shall be implemented in the same manner as set forth above in Section 24.93.12 (b) (1)(a-d).

(3) Upon the third conviction of a violation of any of the provisions of the Laredo Land Development Code, Section 24.93.7. (b) or any additional express condition of the Special Use Permit, within any twelve month period, and subject to the revocation/suspension procedures set forth in Section 24.93.12 (b) (1)(a-d), the Special Use Permit will be revoked and the City shall proceed with its removal from the City of Laredo Zoning Map.

(a.) The Planning Director shall issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(b.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(c.) In the event the Special Use Permit Holder appeals the conviction, any suspension or revocation will be abated until the completion of the appeals process.

(4) For purposes of Section 24.93.7.(1), (2), or (3) above, a finding of guilt on more than one citation issued on the same day for the same location shall be counted as only one violation.

(5) In the event the Special Use Permit Holder appeals a conviction, any suspension or revocation will be abated until the completion of the appeals process.

(6) Effect of Other Violations (Habitual Offenses):

(a.) Twelve violations of City Ordinances which result in an adjudication of guilt (by trial to the court, by jury or by entering a plea of guilt) during any twelve month period shall result in the revocation of the Special Use Permit. The holder of said SUP may avail himself/herself of the remedy set forth in Section 24.93.12(b)(3)(b).

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall consider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

(d.) Once the holder of the Special Use Permit has been notified of the revocation, the permit holder may petition the City Council for reinstatement of the permit. The reinstatement shall be processed and proceed in the same manner as a new application for a Special Use Permit inclusive of all required fees and documentation.

(e.) In the event the Special Use Permit Holder appeals any of the convictions the revocation will be abated until the completion of the appeals process.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

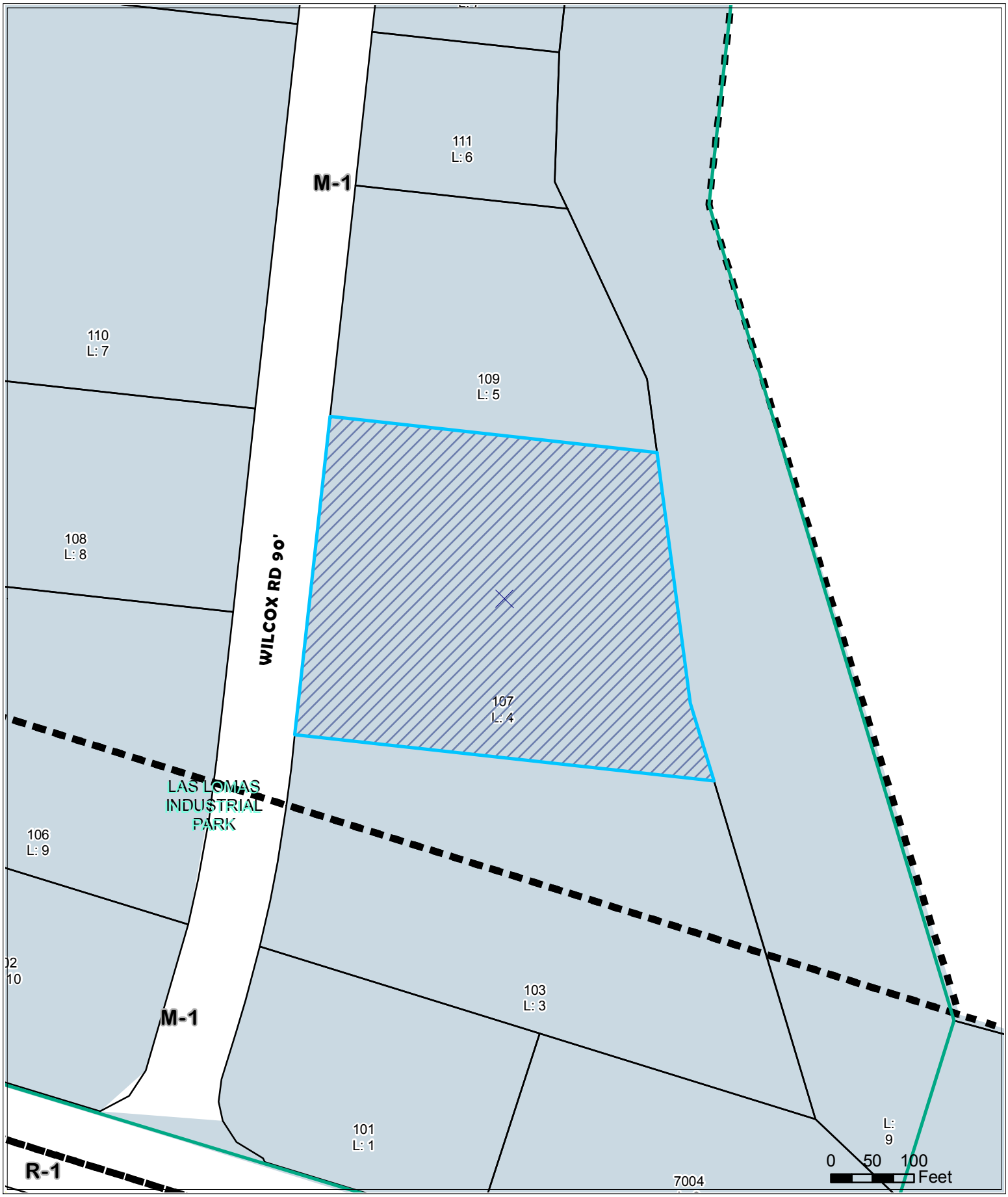
_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

107 WILCOX RD
COUNCIL DISTRICT 2
ZC-21-2014

APPLICATION
OF SUP (SPECIAL USE PERMIT)



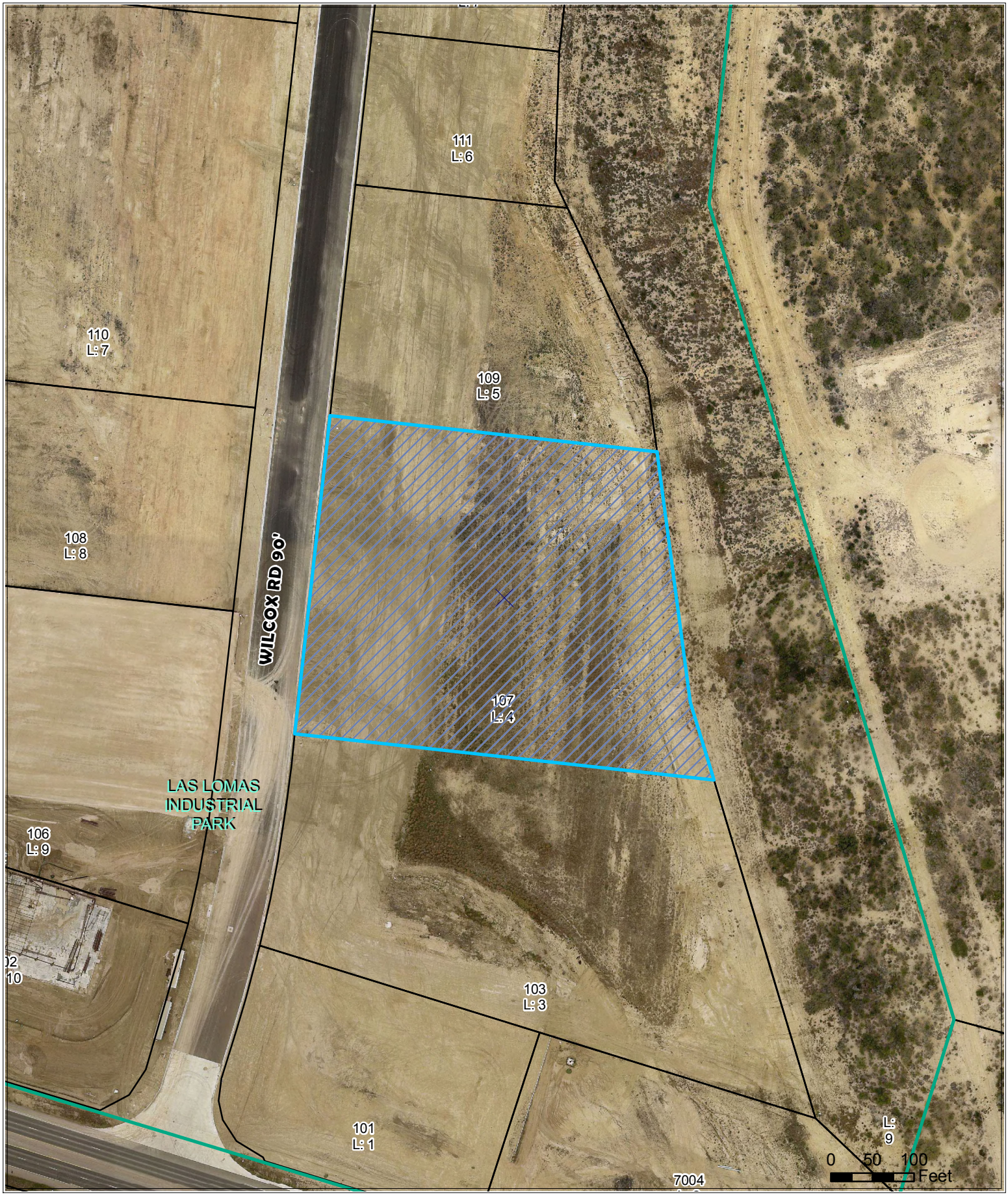
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 150 feet
Date: 1/28/2014

107 WILCOX RD
COUNCIL DISTRICT 2
ZC-21-2014

APPLICATION
OF SUP (SPECIAL USE PERMIT)



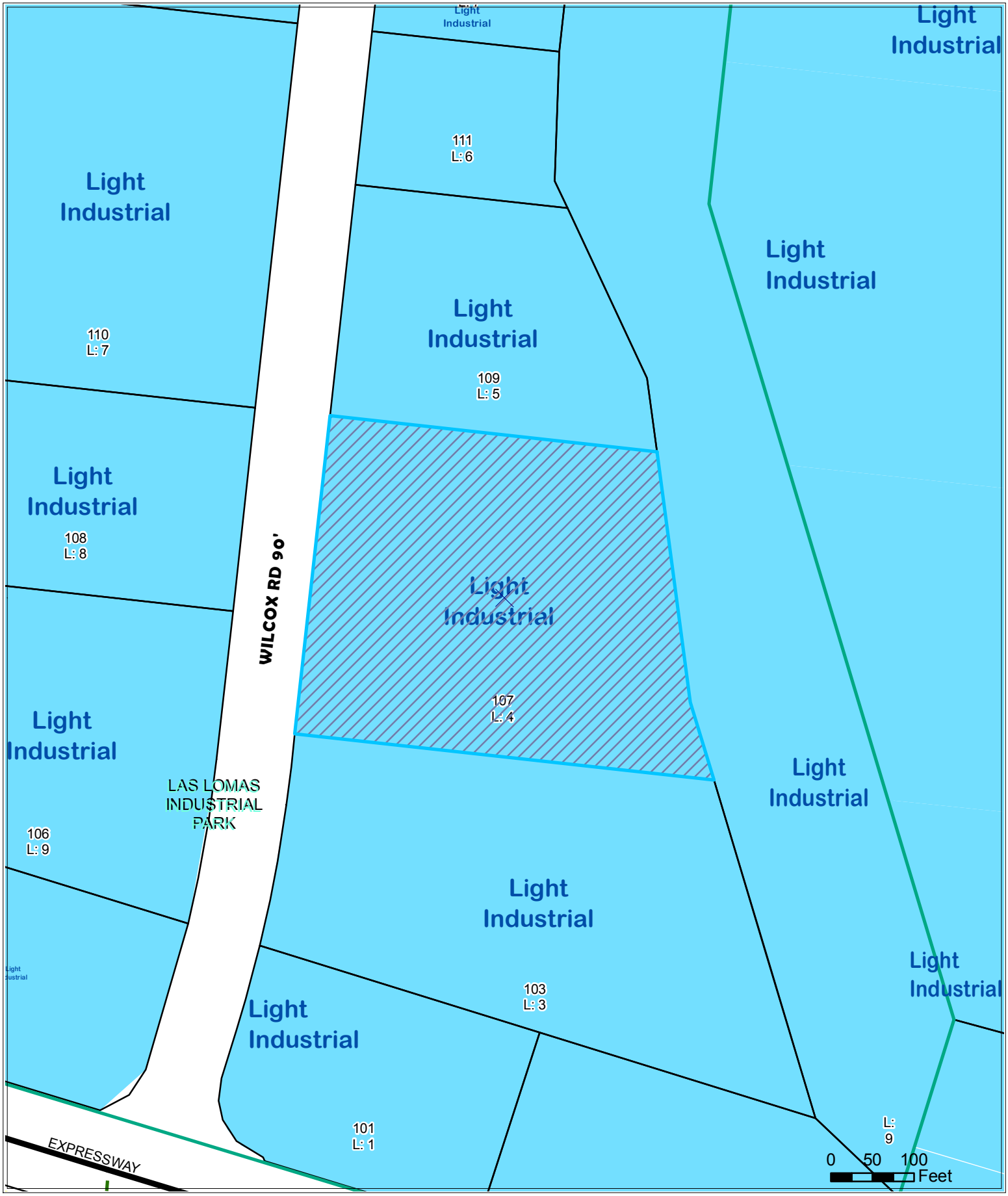
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

AERIAL MAP

1 inch = 150 feet
Date: 1/28/2014

107 WILCOX RD
COUNCIL DISTRICT 2
ZC-21-2014

APPLICATION
OF SUP (SPECIAL USE PERMIT)



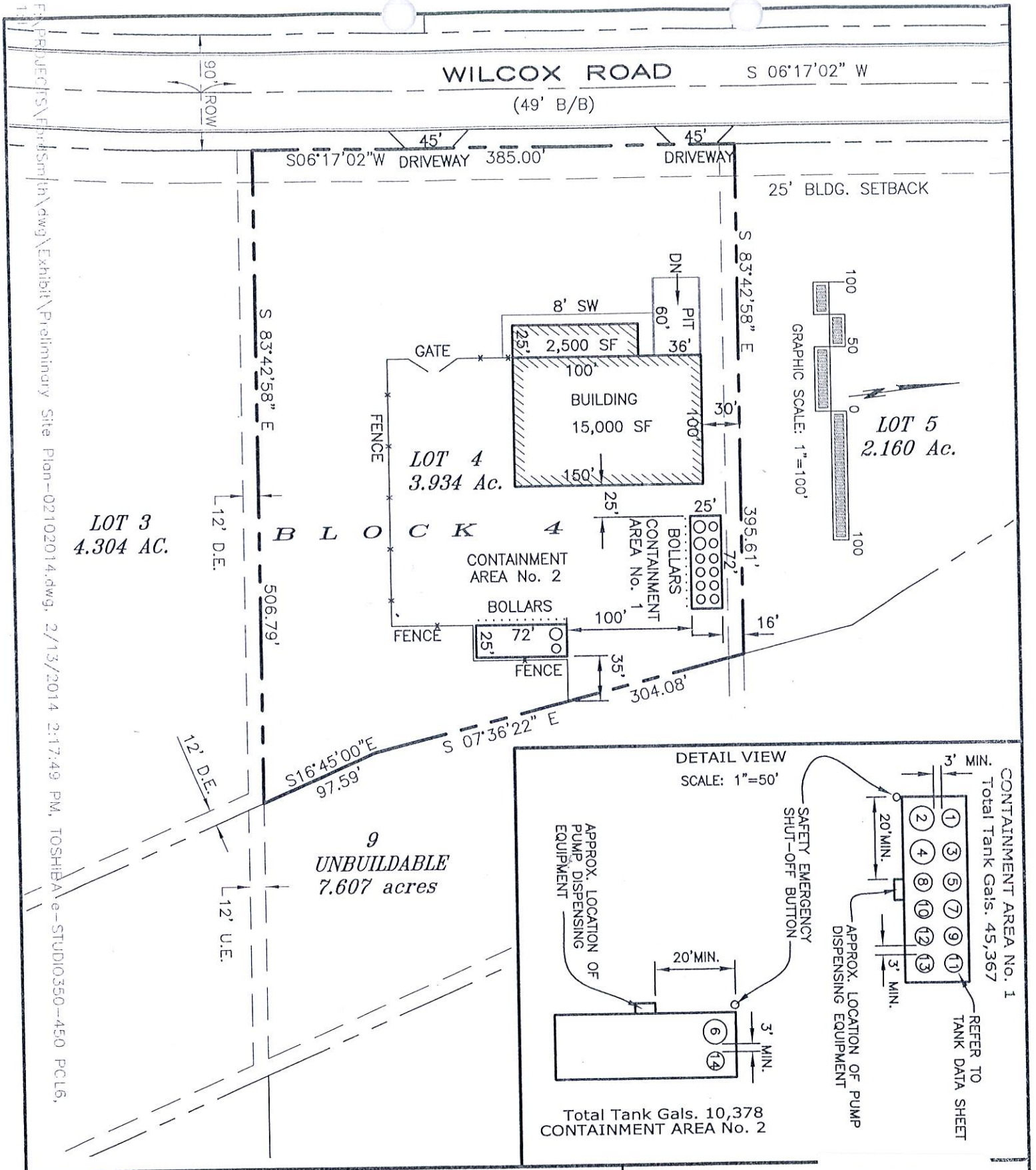
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

FUTURE LAND USE MAP

1 inch = 150 feet
Date: 1/28/2014

ZC-21-2014
M-1 (LIGHT MANUFACTURING DISTRICT) TO S.U.P. (SPECIAL USE PERMIT)
107 WILCOX RD.

ZC-21-2014
M-1 (LIGHT MANUFACTURING DISTRICT) TO S.U.P. (SPECIAL USE PERMIT)
107 WILCOX RD.



SITE PLAN

LOT 4, BLOCK 4

LAS LOMAS INDUSTRIAL PARK PH-II

LOT ADDRESS: 107 WILCOX ROAD
VOL. 31 PAGE 4-5
WEBB COUNTY, PLAT RECORDS
CITY OF LAREDO WEBB COUNTY TEXAS

Exhibit A

MEJIA ENGINEERING COMPANY
F-3865
1202 HOUSTON STREET, SUITE 200
LAREDO, TEXAS 78040
OFFICE: (956) 725-5057
FAX: (956) 725-7070

DRAWN BY:	E.G.
CHECKED BY:	A.A.
APPROVED BY:	C.V.M.
DATE:	02-13-2014
SCALE:	1"=100'
JOB #:	
FILE NAME:	
SHEET	1 OF 1

7 Wilcox Road - Las Tomas Industrial Par Phase II - Lot, 4, Block 1

LAREDO TANK FARM - Texas Enterprises, INC.
DATA SHEET

TANK#1

1. MANUFACTURER / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3214 GALLON
4. PRODUCT / CHV DELO LE 15W40
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL # LOCO-110
8. DATE OF MANUFACTURE 03-04-1996

TANK#2

1. MANUFACTURER / WATCO TANKS INC
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 6300 GALLONS
4. PRODUCT / GOLDEN CJ4 15W40
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL# 3787
8. DATE OF MANUFACTURE 03-01-1985

TANK#3

1. MANUFACTURER / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3190 GALLONS
4. PRODUCT / GOL SYN-BLEND 10W30
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL# LOCO-114
8. DATE OF MANUFACTURE 03-04-1996

TANK#4

1. MANUFACTURER / WATCO TANKS INC.
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 6300 GALLONS
4. PRODUCT / MBL DELVAC 1300 15W40
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL# 3788
8. DATE OF MANUFACTURE 03-01-1985

TANK#5

1. MANUFACTURER /ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3238 GALLONS
4. PRODUCT / GOL CI4 15W40
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL# LOCO-109
8. DATE OF MANUFACTURE 03-04-1996

TANK#6

1. MANUFACTURER / WATCO TANKS INC
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 6300 GALLONS
4. PRODUCT / MBL CLEAN 5W30
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL # 3786
8. DATE OF MANUFACTURE 03-01-1985

TANK#7

1. MANUFACTURE / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3190 GALLONS
4. PRODUCT / CHV DELO XLE 10W30
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL # LOCO-103
8. DATE OF MANUFACTURE 03-04-1996

TANK#8

1. MANUFACTURER / WATCO TANKS INC
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3976 GALLONS
4. PRODUCT / MBL CLEAN 5W20
5. INSULATION / UNINSULATED
6. UL CODE / 142
7. SERIAL # 3976
8. DATE OF MANUFACTURE 03-01-1986

Exhibit B

107 W[illegible]x Road - Las Lomas Industrial Park Phase II - Lot 4, Block 4

LAREDO TANK FARM - Texas Enterprises, Inc.
DATA SHEET

TANK#9

1. MANUFACTURE / ROBSTOWN WELDING
2. WAL L TYPE / SINGLE WALL
3. CAPACITY / 3175 GALLONS
4. PRODUCT / MBL MX 15W40
5. INSULATION / UNINSULATED
6. UL CODE 142
7. SERIAL # LOCO-136
8. DATE OF MANUFACTURE 03-04-1996

TANK#10

1. MANUFACTURE / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3190 GALLONS
4. PRODUCT / MBL DEXRON VI
5. INSULATION /UNINSULATED
6. UL CODE 142
7. SERIAL # LOCO-102
8. DATE OF MANUFACTURE 03-04-1996

TANK#11

1. MANUFACTURE / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3214 GALLONS
4. PRODUCT /GOL HYD AW 68
5. INSULATION /UNINSULATED
6. UL CODE 142
7. SERIAL # LOCO-113
8. DATE OF MANUFACTURE 03-04-1996

TANK#12

1. MANUFACTURE / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3190 GALLONS
4. PRODUCT / GOL SYN-BLEND 5W30
5. INSULATION / UNINSULATED
6. UL CODE 142
7. SERIAL # LOCO-114
8. DATE OF MANUFACTURE 03-04-1996

TANK#13

1. MANUFACTURE / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 3190 GALLONS
4. PRODUCT / GOL ATF DEXRON III MERCON
5. INSULATION / UNINSULATED
6. UL CODE 142
7. SERIAL # LOCO-106
8. DATE OF MANUFACTURE 03-04-1996

TANK#14

1. MANUFACTURE / ROBSTOWN WELDING
2. WALL TYPE / SINGLE WALL
3. CAPACITY / 4078 GALLONS
4. PRODUCT / GOL SYN-BLEND 5W20
5. INSULATION /UNINSULATED
6. UL CODE 142
7. SERIAL # LOCO-108
8. DATE OF MANUFACTURE 03-04-1996

Lot 4, Block 4, Las Lomas Industrial Park Phase II

Design Capacity for 25' x 72" Containment Area for the above-ground tanks.

25' x 72' containment area.....1,800 sq.ft.
Less sq,ft, area of tanks (12)..... 527 sq.ft.
Net Area ..... 1,273 sq.ft.

Aggregate Capacity of largest tank.....6,300 gals. (842.19 cu.ft.)
24 hr.- 25 yr.storm.....5,953 gals. (795.87 cu.ft.)
Total .....1,638 cu.ft.

1,638 cu.ft./1,273 sq.ft.area ..... 1.29 ft. required height of containment area

Specification of dike (containment area) - 6" reinforced concrete slab with 24"height seal block wall.

Public Hearings (also Intro Ord) **5.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: TPA Real Estate LLC, Property Owner, TP Alimentos LLC, Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 2, Block 1, Lafon Subdivision Phase I, located at 3512 US Highway 83; providing for publication and effective date.

Staff supports the application and Planning and Zoning Commission recommends approval of the Special Use Permit. District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III - The Honorable Alejandro “Alex” Perez Jr.

Proposed use: Restaurant selling alcohol

Site: The site is occupied by Taco Palenque Restaurant.

Surrounding land uses: The property to the north includes a vacant land and Sacred Heart Orphanage. Northeast of the property are AMC Auto Sales, and several single family residential dwellings. East of the property are The Children Clinic, vacant land, Advance Auto Parts, Church’s Fried Chicken, and Red Roof Inn. Southeast of the property are Stripes Gas/Convenience Store and more vacant land. South of the property are vacant land, Mariscos El Pescador, Dollar Tree, Little Cesar’s Pizza and a new commercial building. West of the property is all vacant land.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 83 as an Expressway.

Letters sent to surrounding property owners: 5 Total In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:
The P & Z Commission, in a 6 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

STAFF RECOMMENDATION:
Staff supports the proposed Special Use Permit.

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the issuance of the special use permit at this location and suggests the following conditions:

1. The Special Use Permit is issued to TPA Real Estate LLC, TP Alimentos LLC, Owner, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities; for a restaurant serving alcohol, that will be open from Monday thru Wednesday from 7:00 am. to 12:00 am., Thursday from 7:00 am. thru 1:00 am., and Friday and Saturday from 7:00 am thru 3:00 am., and as further described in the letter, Exhibit “B”, which is made part hereof for all purposes.
4. The Special Use Permit is restricted to Taco Palenque Restaurant, Phase I only.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Dumpsters, trash bins or locations for refuse collection shall be located within Phase I site.
7. Signage shall be consistent with the City’s Sign Ordinance and TABC rules or regulations.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
11. The restaurant shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or

impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
15. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
16. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
17. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
18. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
19. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

N/A

Attachments

Ordinance No. 2014-O-
Exhibits A and B
Color Zoning Map
Color Comprehensive Plan Map
Color Aerial Map
Color Pictures

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 2, BLOCK 1, LAFON SUBDIVISION PHASE I, LOCATED AT 3512 US HIGHWAY 83; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 2, Block 1, Lafon Subdivision Phase I, located at 3512 US Highway 83, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 6, 2014; and,

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

WHEREAS, notice of the 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 March 17, 2014, on the request and finds the proposed Special Use Permit 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: A Special Use Permit is granted for a restaurant selling alcohol on Lot 2, Block 1, Lafon Subdivision Phase I, located at 3512 US Highway 83.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to TPA Real Estate LLC, TP Alimentos LLC, Owner, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities; for a restaurant serving alcohol, that will be open from Monday through Wednesday from 7:00 am. to 12:00 am., Thursday from 7:00 am. through 1:00 am., and Friday and Saturday from 7:00 am through 3:00 am., and as further described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The Special Use Permit is restricted to Taco Palenque Restaurant, Phase I only.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Dumpsters, trash bins or locations for refuse collection shall be located within Phase I site.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.

11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
15. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
16. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
17. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
18. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
19. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

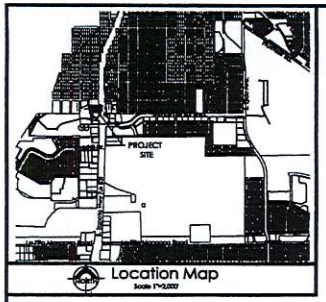
_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



CALL BEFORE YOU DIG
811 or 1-800-344-8377
Texas
www.texas811.org

LEGEND

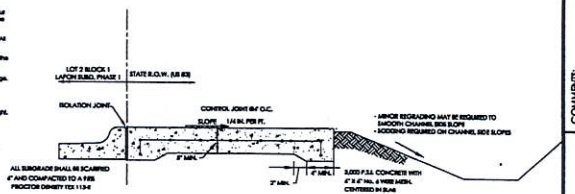
	EX. RUNOFF FLOW
	PR. RUNOFF FLOW
	EX. TRAFFIC FLOW
	PR. TRAFFIC FLOW
TC= 500.00	PR. TOP OF CURB
G=500.00	PR. GROUND ELEVATION
FF= 511	FINISH FLOOR ELEVATIONS
	FIRE HYDRANT
WM ⊠	EX. WATER METER
MH ⊙	EX. WASTEWATER MANHOLE
MH ⊙	PR. WASTEWATER MANHOLE
W.L.	WATER LINE
W.W.L.	WASTEWATER LINE

KEY NOTE (CIVIL)

1. 4" YELLOW STRIPE LINE (PARKING)
2. PROPOSED HANDICAP SIGN(REFER TO SHEET C-7 FOR ADDITIONAL DETAILS
3. PROPOSED HANDICAP PARKING SPACE WITH 96" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60'
4. PROPOSED ACCESSIBLE ROUTE; MAXIMUM OF 2% SLOPE OTHERWISE USE TRUNCATED DOME SURFACE; REFER TO DETAILS IN SHEET C-7
5. PROPOSED CROSSWALK STRIPPING; REFER TO NOTES IN "CROSSWALK STRIPING" SHOWN ON THIS SHEET.
6. PROPOSED CURB AND GUTTER TYPE A; REFER TO DETAIL 11 IN SHEET C-7.
7. PROPOSED CONCRETE SIDEWALK TO BE PLACED AT MINIMUM OF 1" BELOW BUILDING FINISH FLOOR.
8. PROPOSED 8' CONCRETE SIDEWALK ALONG THE R.O.W. 2% MAX. CROSSLOPE AND A 8% MAX TRANSITION GRADE AT INTERSECTING DRIVEWAY.
9. PROPOSED LANDSCAPING AREA/TREE
10. PROPOSED SAW CUT CURB. REFER TO DETAIL 2 IN SHEET C-6
11. EXISTING WATER METER BOX TO BE ADJUSTED VERTICALLY TO PROPOSED FINISH GRADE.
12. CONCRETE PATIO SURFACE TO DRAIN AWAY OF BUILDING. USE 0.5% SLOPE.

GENERAL TREES & SHRUBS NOTES

1. All trees shall be planted in holes two (2) to five (5) times wider than the existing rootball diameters. The depth of the hole should be no deeper than the necessary to set the plant at the same depth it was in the nursery. All holes shall be planted in holes a minimum of six (6) inches wider on each side than the root spread, whether container grown or balled and burlapped. The smaller the plant to extend the small roots in the fast fibrous roots in the ground.
2. Place the tree or shrub in the hole. If the tree is container grown, pull the container away from the rootball. Do not pull the tree by its trunk. Pulling the tree out of the container by its trunk will damage the small roots within the ball. Place the tree or shrub in the center of the hole and adjust it so that it is straight and at the proper level.
3. For balled and burlapped plants pull the top and the sides of the burlap away from the ball after the hole has been partially backfilled but before watering. All wire and burlap binding from the top and sides of the ball should be removed.
4. Backfilled with the original soil and firm the soil until approximately two-thirds full, before completing, fill the hole with water and allow the soil to settle around the roots. After the water has been absorbed, add topsoil to bring up to grade and form a watering basin around the tree.
5. An earth basin, approximately four inches in height, shall be formed around the tree or shrub pit to help retain water and protect the trunk from mower damage. Individual plant pits shall be completely enclosed by the basin, except on steep slopes where the basin is formed on the downhill side to serve as a dam.
6. Trees taller than four feet may need to be staked. Rubber hose shall be used to protect the tree from the staking wire.
7. The trees and shrubs must be watered immediately after planting and as needed during the first few growing seasons. A thorough soaking is preferred over light, frequent sprinklings.
8. The entire area formed within the earth basin shall be filled with 3 to 4 inches of mulch to help conserve moisture and reduce competition from weeds.
9. All trees and shrubs shall be planted in individual holes with the exception of hedges. Hedges may be planted in a continuous trench as long as adequate room is allowed for root development.
10. The property owner shall be responsible for irrigation as well as regular maintenance of the trees and shrubs.



2 | STD. SIDEWALK DETAILS - SECTION ON US 83
0-2 | N.T.S.

PARKING AND PAVING NOTES

P1. All signs, pavement markings, and other traffic control devices shall conform to the Texas Manual on Uniform Traffic Control Devices Latest Edition.
P2. All pavement markings shall be four (4") wide solid white unless indicated otherwise on the drawings.
P3. A minimum clearance of two feet shall be maintain between the face of the curb and any part of traffic sign or light pole.
P4. Contractor shall furnish and install all pavement markings as shown. Contractor shall re-stripe all pavement markings as months after grand opening. As an alternative,contractor shall provide price for installing thermoplastic stripping once, in lieu of painter stripping twice.
P5. Contractor shall coordinate installation of all signs, pavement markings, and other traffic control devices with other contractors on sign or light poles.
P6. Contractor shall saw-cut to provide smooth transitions at tie-ins to existing edges of pavement and at cold joints of recently paved asphalt.
P7. Joints or score marks are to be sharp and clean without showing edges of jointing tool.
P8. Contractor shall saw-cut tie-ins at existing curbs as necessary to ensure smooth transitions.
P9. Contractor shall comply with all pertinent provisions to the "Manual of Accident Prevention in Construction" issue by AGC of America, Inc. and the Safety and Health Regulations for Construction issue by the U.S. Department of Labor.
P10. All dimensions are to face of curb unless indicated otherwise.
P11. All work imposed by the City of Laredo, Texas County, Texas shall comply with all applicable codes, regulations, and/or local standards.
P12. Paving contractor shall install paper breakaway edges at cold joints or sawcut as requiredto insure a straight, full joint face immediately prior to installing abutting depth-hot asphalt
P13. The pavement recommendations are as per geotechnical report prepared by O'connor Engineering and Science.

P14. Pavement Joints and Reinforcement

Contraction Joint Spacing:	12.5' E.W. for pavement thickness of 5 or 5.5' 15' E.W. for pavement thickness of 6 or greater.
Contraction Joint Depth:	1/4" of Depth thickness
Contraction Joint Width:	1/4" or as required by manufacturer
Construction Joint Spacing:	Install at location of contractor joints
Isolation Joint Spacing:	As required to isolate pavement from structure
Isolation Joint Depth:	Full depth of pavement
Isolation Joint Width:	1/2 in to 1" or as required by the manufacturer
Expansion Joints:	None

Note: *All joints should be sealed. If all joints, including saw cuts, are not sealed then expansion joints should be installed.*

Reinforcing Steel: No. 3 bars spaced at 12 inches O.C.E.W., Grade 60 and No. 4 rebar spaced at 18 inches O.C.E.W., Grade 60

Dowels:		
Pavement Thickness	5, 5.5 inches	7, 7.5 inches
Dowels:	¾ inch diameter	¾ inch diameter
Dowel Spacing:	12 inch on Center	12 inch on Center
Dowel Length:	12 inch long	14 inches long
Dowel Embedment	5 inch	6 inches

ALL CONSTRUCTION JOINTS SHOULD HAVE DOWELS.

CROSSWALK STRIPING

When crosswalk lines are used, they shall consist of solid white lines that mark the crosswalk. They shall be not less than 100 mm (4 in) nor greater than 600 mm (24 in) in width.

Guidance.

If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 1.8 m (6 ft). If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 1.8 m (6 ft) wide. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement or to the edge of the intersecting crosswalk to discourage diagonal walking between crosswalks. For added visibility, the area of the crosswalk may be marked with white diagonal lines at a 45-degree angle to the line of the crosswalk or with white longitudinal lines parallel to traffic flow. When diagonal or longitudinal lines are used to mark a crosswalk, the transverse crosswalk lines may be omitted. This type of marking may be used at locations where substantial numbers of pedestrians cross without any other traffic control device, at locations where physical conditions are such that added visibility of the crosswalk is desired, or at places where a pedestrian crosswalk might not be expected.

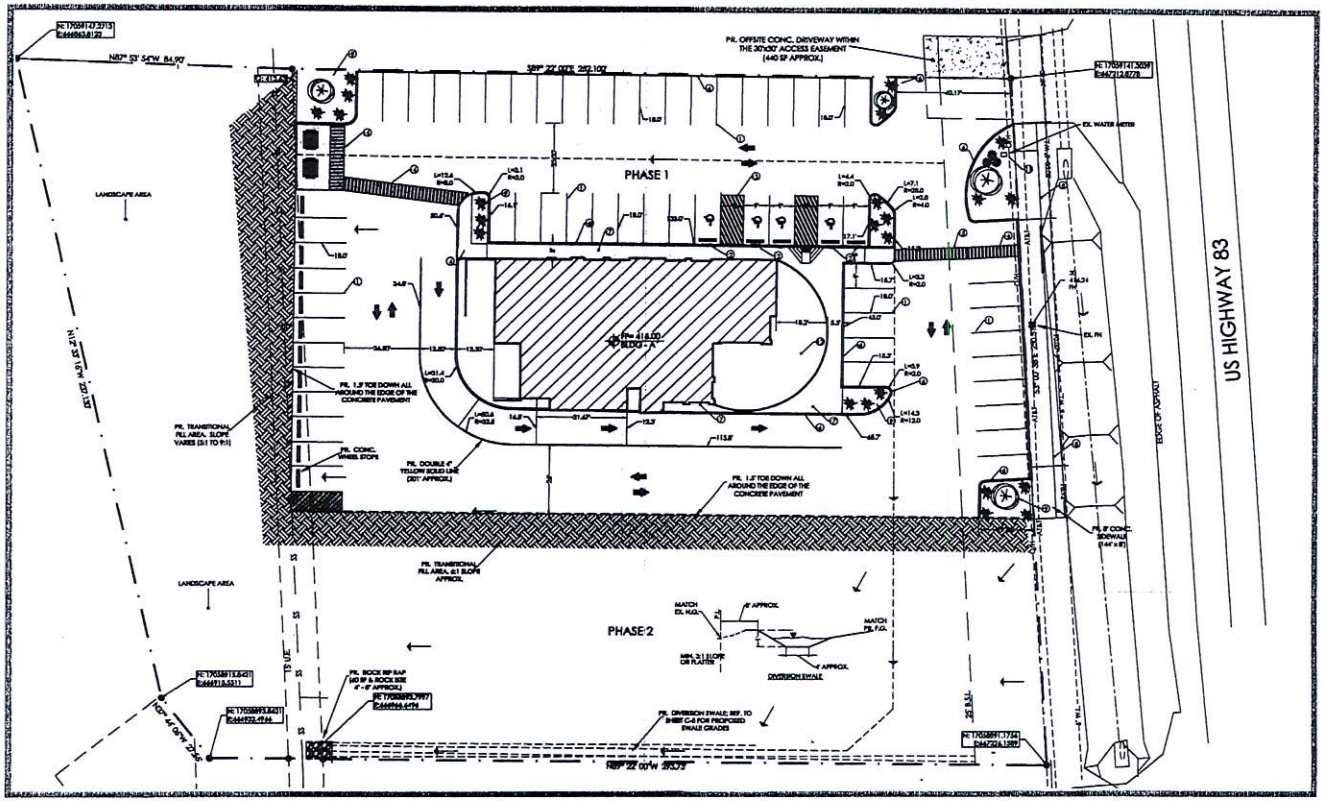
Guidance.

If used, the diagonal or longitudinal lines should be 300 to 600 mm (12 to 24 in) wide and spaced 300 to 1800 mm (12 to 60 in) apart. The marking design should avoid the wheel paths, and the spacing should not exceed 3.6 times the line width.

TRENCH EXCAVATION PROTECTION

T1. Contractor and/or contractor's independently retained employees or structural design/geotechnical/safety/equipment consultant, if any shall review these plans and any available geotechnical information and the anticipated installation site(s) within the project work area in order to develop the contractor's plans to implement the project described in the contract documents. The contractor's plan shall provide for adequate trench safety systems that comply with as minimum, OSHA standards for trench excavations, specifically, contractor of contractor's independently retained employees or safety consultant shall develop and implement a trench safety program in accordance with osha standards governing the presence and activities of individuals working in and around trench excavation.

T2. Contractor shall contact the utility companies to locate all possible utility underground lines in or near the project CALL BEFORE YOU DIG - 1-800- 545-6000.



1 | DIMENSIONAL PLAN
0-2 | 1"=20'

PROJECT NAME:
TACO PALENQUE
3512 S. US HIGHWAY 83
LOT 2 BLOCK 1
LAJON SUBDIVISION PHASE 1
LAREDO, TEXAS 78043

SHEET NAME:
DIMENSIONAL PLAN

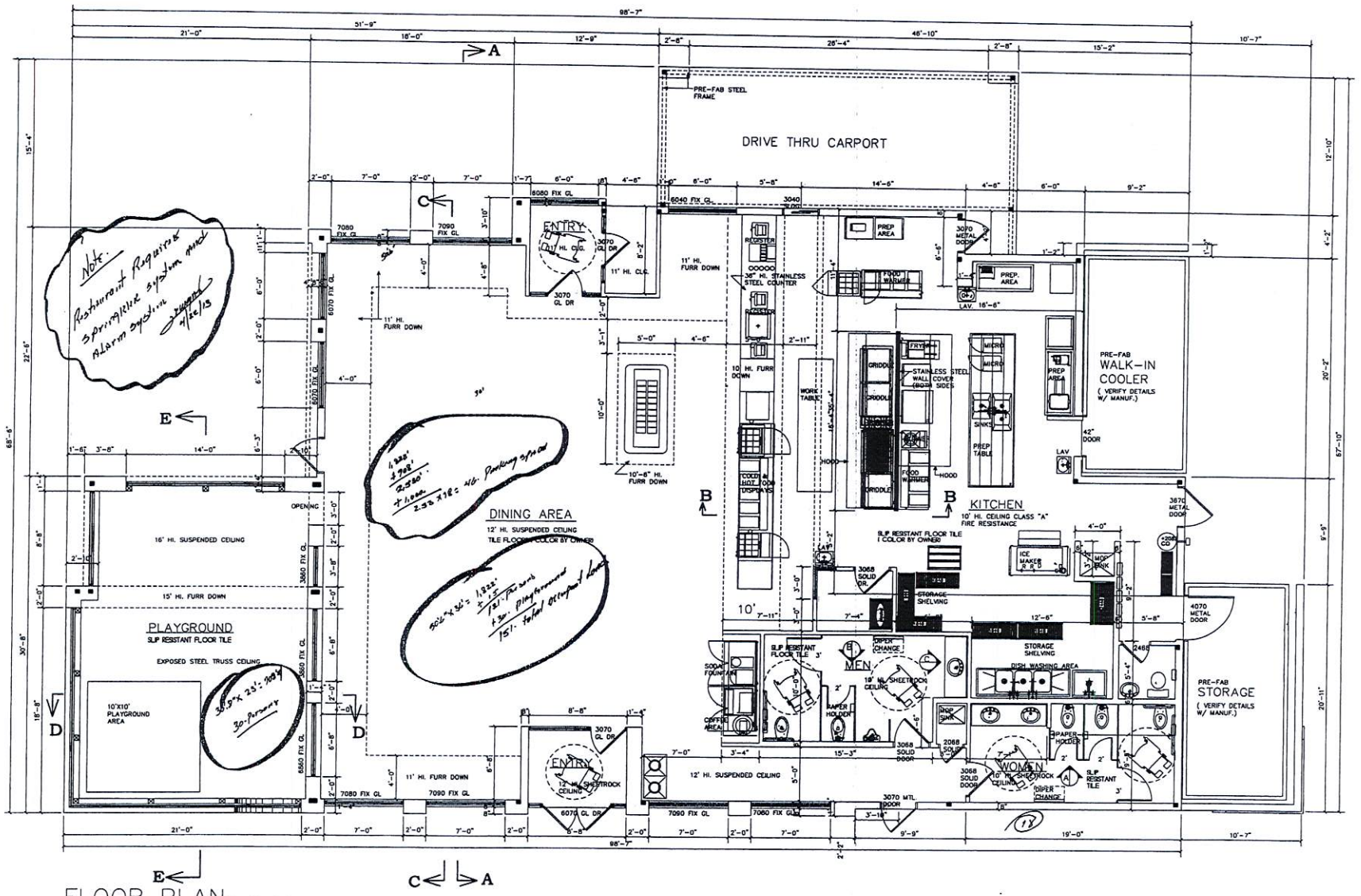
COMMENTS:

PROJECT ENGINEER:
Daniel Gomez, Engineering PC FIRM #F224
5415 Bruni Plaza Drive, Suite 104
Laredo, Texas 78041
Tel: 956.723.4004
Fax: 956.723.4003

STATE OF TEXAS
DANIEL GOMEZ
90148
LICENSED
PROFESSIONAL ENGINEER

Date:	01.09.2013
Revision:	03.03.2013
Project #:	2133
File Name:	L-TP
Drawn by:	DG
Scale:	1"=20'
SHEET	C-2

Exhibit A
1 of 2



FLOOR PLAN SC: 1/4" = 1'-0"

SUBJECT TO FIELD INSPECTION

REVISIONS:

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT JOB SITE PRIOR TO STARTING CONSTRUCTION. ONCE CONSTRUCTION HAS BEGUN, NEW EDGE WILL NOT BE RESPONSIBLE FOR ANY DIMENSIONAL DISCREPANCIES.

PROJECT: TACO PALENQUE
3512 US HIGHWAY 83

WHITE ARK

DRAWN BY:	O. GARZA
DATE:	01/04/2013
CHECK BY:	
PROJECT #:	001 PALENQUE
SCALE:	AS SHOWN
SHEET NO.	S 02 OF 12

2 of 2

February 26, 2014

Taco Palenque
Brief Description & New Project at:
3512 US Highway 83 Laredo, Tx 78046

In 1987, Mr. Juan Francisco Ochoa founded the Taco Palenque concept in Laredo, Texas.

Taco Palenque is a quick service authentic Mexican restaurant; it offers a wide variety of menu items such as our famous fajitas. Our restaurants are family oriented and in most of our locations we have drive-thru and playground for kids.

It's popularity and unique Mexican flavor has resulted in the development of 16 Taco Palenque Texas locations in the cities of Laredo, McAllen, Brownsville, San Antonio, Mission, Cotulla and Houston, Texas.

TP Alimentos, LLC is the company which owns and operates our Taco Palenque at 1920 Guadalupe Street Laredo, Texas and now just opened its newest location at 3512 US Highway 83 Laredo, Texas 78046. The hours of operation of this new location are Monday to Wednesday from 7:00 am to 12 midnight, Thursday from 7:00 am to 1:00 am and Friday and Saturday from 7:00 am to 3:00 am and the number of employees for this location is 35 employees.

As in all our freestanding locations this location is applying for a mixed beverage permit through the Texas Alcoholic Beverage Commission. We offer beer and margaritas as an added service to our customers.

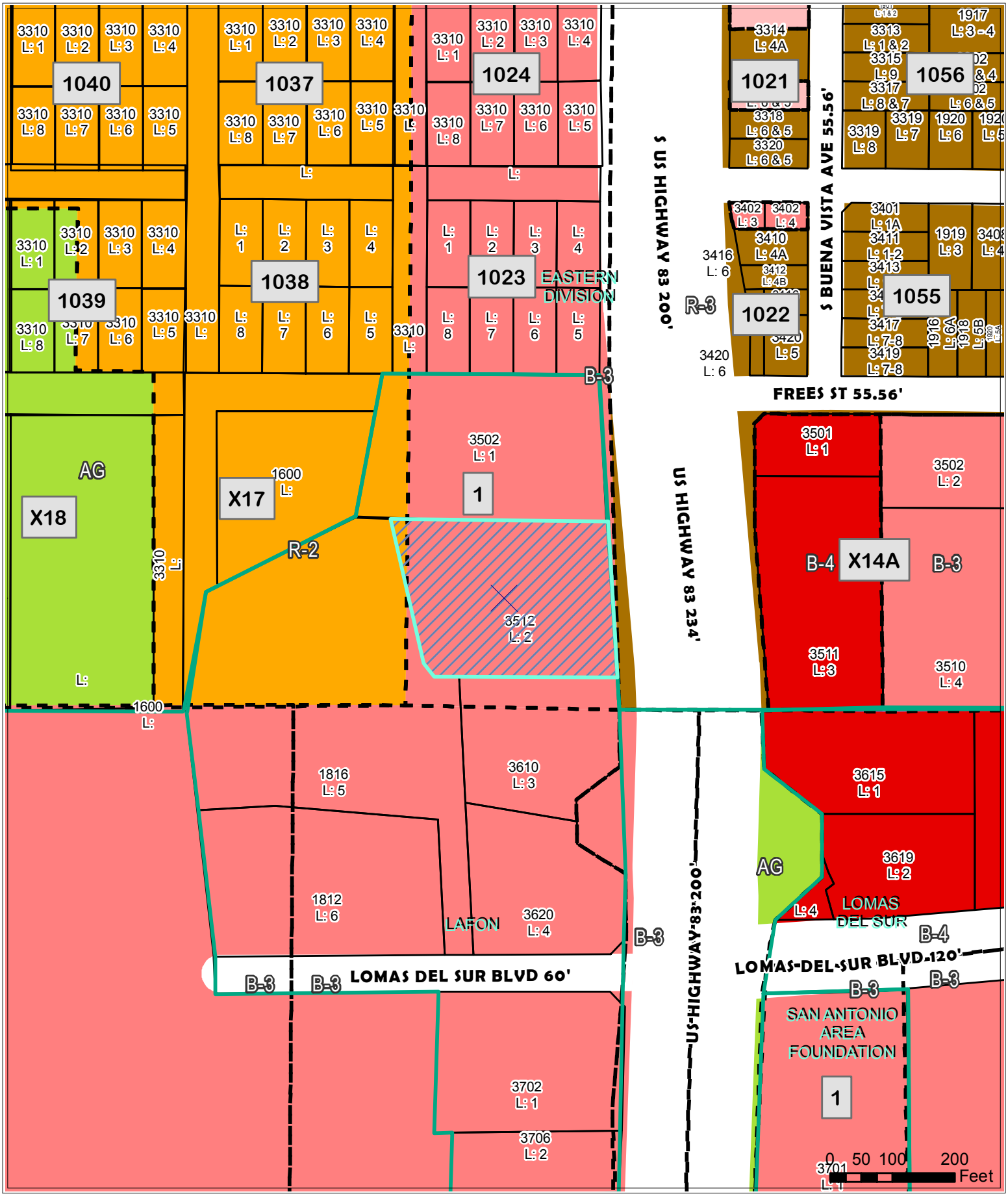
For any further information required please call.

Manuel Villarreal

Exhibit B
1 OF 1

3512 S US HIGHWAY 83
COUNCIL DISTRICT 3
ZC-38-2014

APPLICATION
OF S.U.P (SPECIAL USE PERMIT)



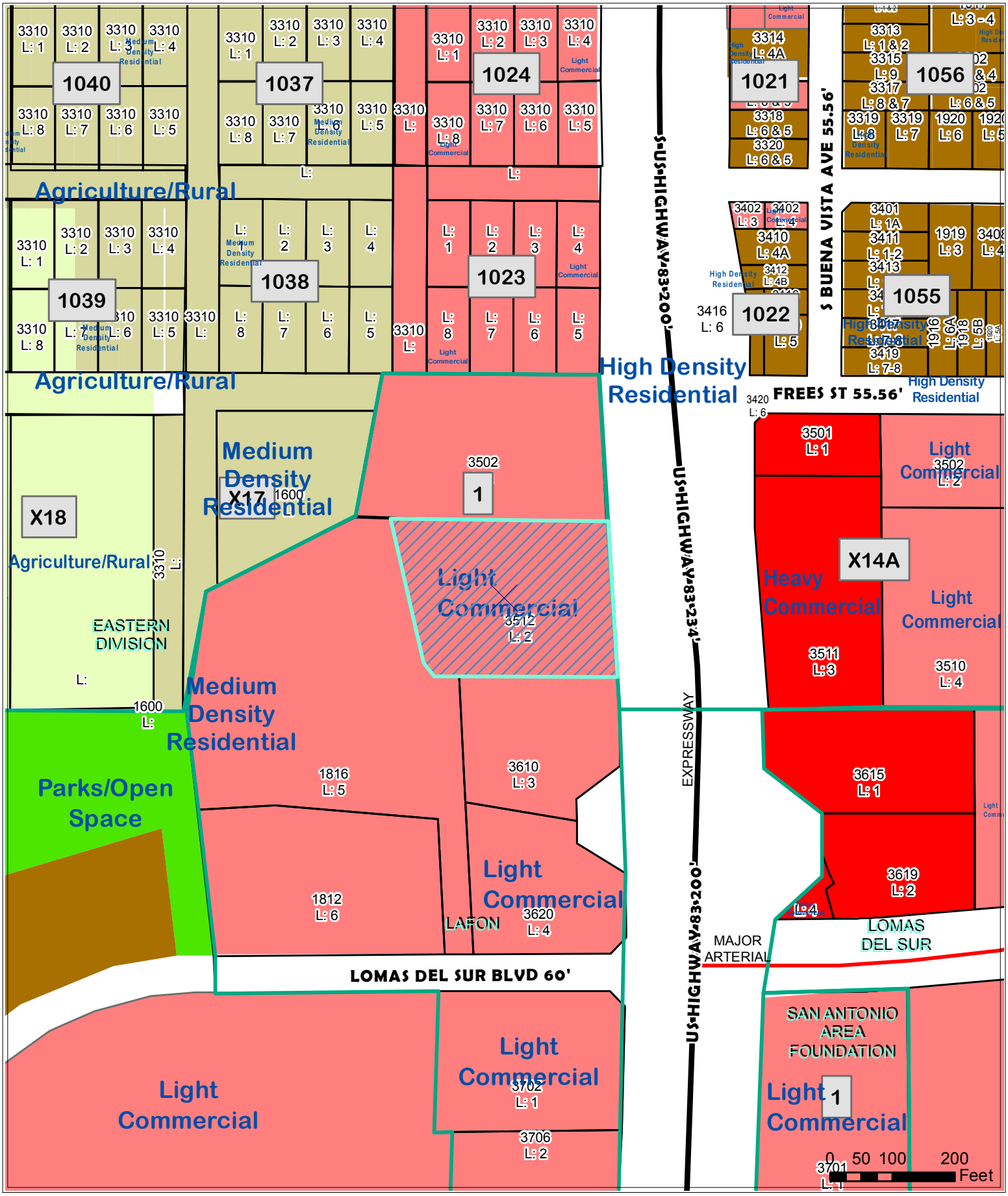
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 200 feet
Date: 2/24/2014

3512 S US HIGHWAY 83
COUNCIL DISTRICT 3
ZC-38-2014

APPLICATION
OF S.U.P (SPECIAL USE PERMIT)



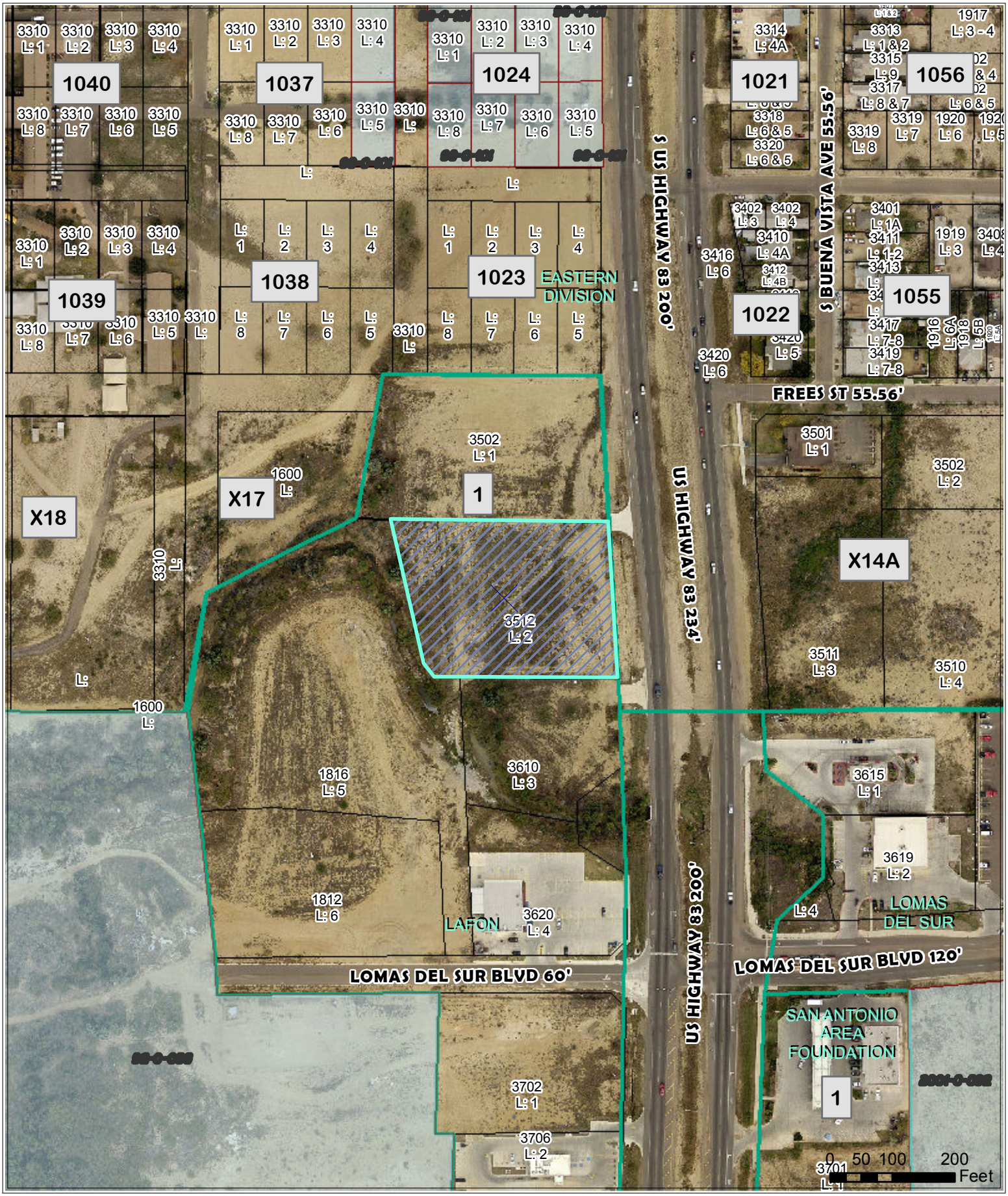
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

FUTURE LAND USE MAP

1 inch = 200 feet
Date: 2/24/2014

3512 S US HIGHWAY 83
COUNCIL DISTRICT 3
ZC-38-2014

APPLICATION
OF S.U.P (SPECIAL USE PERMIT)



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

AERIAL MAP

1 inch = 200 feet
Date: 2/24/2014

ZC-38-2014
3512 US Highway 83
B3 to SUP

ZC-38-2014
3512 US Highway 83
B3 to SUP

ZC-38-2014
3512 US Highway 83
B3 to SUP

ZC-38-2014
3512 US Highway 83
B3 to SUP

ZC-38-2014
3512 US Highway 83
B3 to SUP

ZC-38-2014
3512 US Highway 83
B3 to SUP

ZC-38-2014
3512 US Highway 83
B3 to SUP

ZC-38-2014
3512 US Highway 83
B3 to SUP

Public Hearings (also Intro Ord) **6.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Sanlin Properties, LTD Property Owner, Brick Very Good Pizza, LLC

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lot 1, Block 5, and Lot 1, Block 7, Del Mar Village Subdivision, located at 120 W Village Boulevard, Suite 115; providing for publication and effective date.

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

PREVIOUS COUNCIL ACTION

BACKGROUND

Council District: V - The Honorable Roque Vela Jr. and VII – The Honorable Jorge A. Vera

Proposed use: Restaurant selling alcohol

Site: There are two sites. Site 1, as the primary site is occupied by Regency Square, commercial building, which includes Building A, and Building B, composed of twenty three (23) mixed use suites. Site 2 (proposed for off-site parking only after 6:00 pm) is occupied by Springfield Professional Plaza, Medical Office Buildings A, B and C.

Surrounding land uses: The property to the north includes a Stripes/Valero gas/convenience store. Condominiums are located northeast, east and southeast of the site. South of the site are medical office of Edgar Trevino M.D., Stingray Alley and Aji Restaurant, and a commercial building. Southwest of the site are Springfield Professional Plaza (17 medical offices), BBVA Compass Bank, Silva International, Henry D. Kahn Insurance. West of the site is Del Mar Plaza (26 mixed use commercial complex).

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Village Boulevard but identifies Del Mar Boulevard as a Modified Major Arterial and Springfield

Boulevard as a Minor Arterial.

Letters sent to surrounding property owners: 121 total In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:
The P & Z Commission, in a 6 to 0 vote, recommended approval of the Special Use Permit.

STAFF RECOMMENDATION

STAFF RECOMMENDATION:
Staff supports the proposed Special Use Permit.

STAFF COMMENTS:

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

1. The Special Use Permit is issued to Sanlin Properties LTD, Owner and Brick Very Good Pizza, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities; for a restaurant serving alcohol that will be open from Tuesday thru Sunday with hours of operation from 11:30 am to 11:00 pm., and as further described in the letter, Exhibit “B”, which is made part

hereof for all purposes.
4. The Special Use Permit is restricted to Suite 115 and limited to 1,350 SF gross area and 592.00 SF restaurant seating area.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
7. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
8. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
9. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
10. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
11. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The restaurant shall undergo an annual Fire Inspection.
13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
14. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
16. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
17. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
18. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Fiscal Impact

Fiscal Year: 2014

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance No. 2014-O-
Exhibits A and B
Color Zoning Map
Color Comprehensive Plan Map
Color Aerial
Color Pictures

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 5, DEL MAR VILLAGE SUBDIVISION, LOCATED AT 120 W VILLAGE BOULEVARD, SUITE 115; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W Village Boulevard, Suite 115, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 6, 2014; and,

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

WHEREAS, notice of the 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 March 17, 2014, on the request and finds the proposed Special Use Permit 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: A Special Use Permit is granted for a restaurant selling alcohol on Lot 1, Block 5, Del Mar Village Subdivision, located at 120 W Village Boulevard, Suite 115.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Sanlin Properties LTD, Owner and Brick Very Good Pizza, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the following activities; for a restaurant serving alcohol that will be open from Tuesday through Sunday with hours of operation from 11:30 am to 11:00 pm., and as further described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The Special Use Permit is restricted to Suite 115 and limited to 1,350 SF gross area and 592.00 SF restaurant seating area.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
7. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
8. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
9. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.

10. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
11. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
12. The restaurant shall undergo an annual Fire Inspection.
13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
14. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
16. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
17. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
18. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

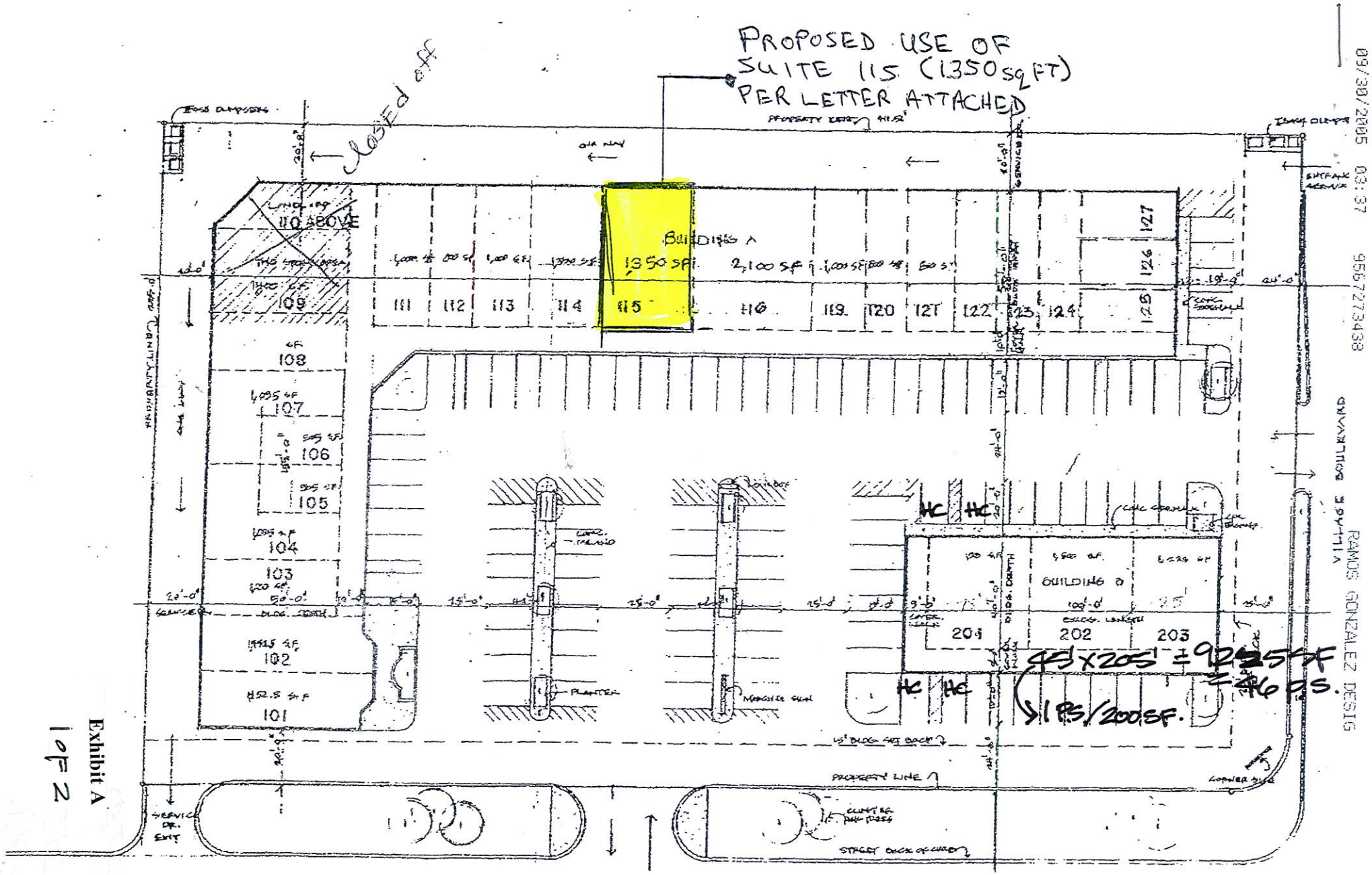
_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



PARKING:
SITE PLAN 1"=20'-0"
120 VILLAGE BLVD.

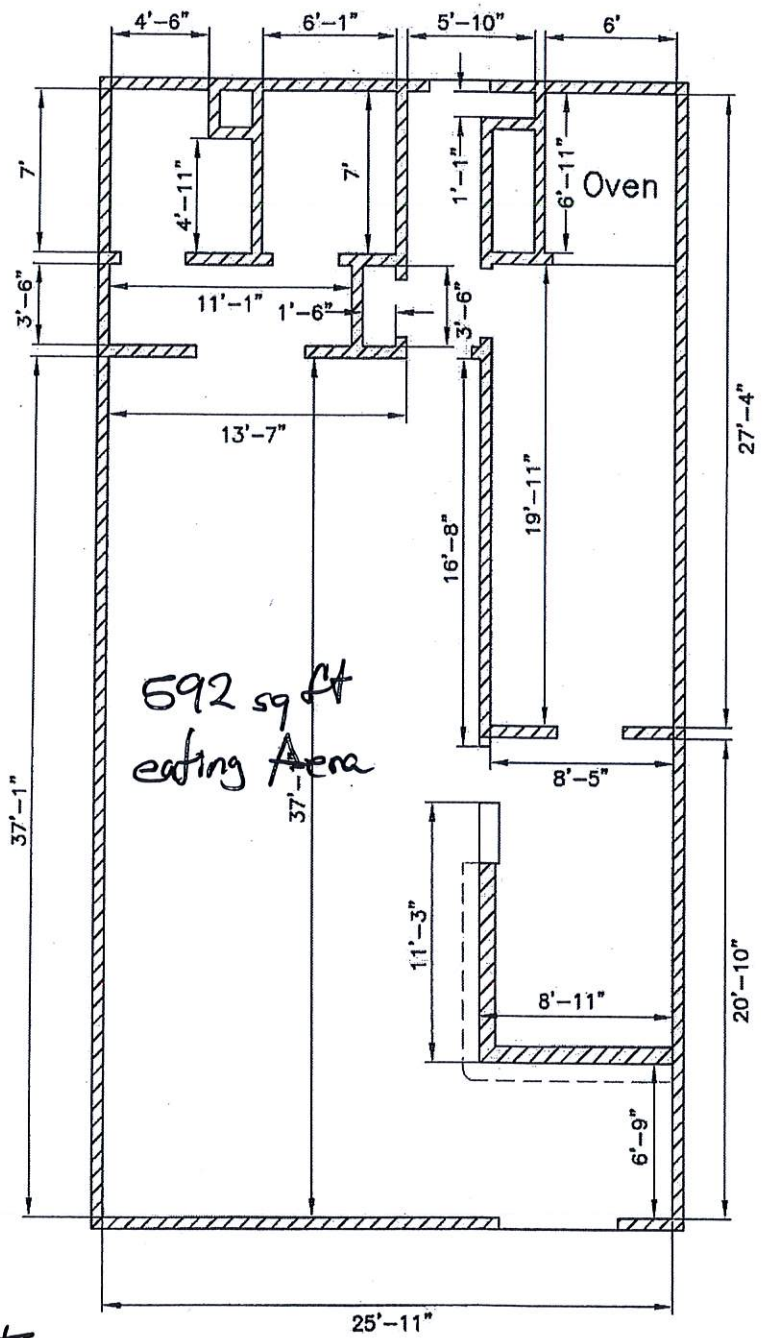
EXHIBIT A

P.S. PARKING SPACE
H.C. H.C PARKING SPACE

Exhibit A
1 of 2

09/30/2005 03:37 9567273438 RAMOS GONZALEZ DESIG PAGE 01

SCALE: 1" = 100'



1B/1000 SF
592 SF = 11 PARKING ~~SPACES~~

EXHIBIT

(1350 Sq. Ft.)

Exhibit A

2 OF 2

VERY GOOD PIZZA LLC

Proposed use for 120 W Village Blvd Suite 115

To Whom It May Concern:

This establishment is currently selling gourmet and traditional pizzas, paninis, salads, appetizers, and deserts. It is the desire of the ownership group to compliment the food products with the sale of beer and wine. It has been operating since December 18, 2013 with a steady increase in sales.

The establishment is open to the public and currently operates Tuesday thru Sunday. The hours of operation are from 11:30 am to 11:00 pm. This schedule is one that will be adhered to in the foreseeable future.

The establishment currently employs nine employees and is seeking to hire one or two more.

Manuel C. Cardenas

Exhibit B

1 of 2

February 13, 2014

TO: CITY OF LAREDO

FROM: J. SANTIAGO GUTIERREZ, MD – OWNER
LINDA GUTIERREZ – OWNER AND GENERAL MANAGER
OF
GUTIERREZ RENTALS, LTD (SPRINGFIELD PLAZA)
GUTIERREZ ENTERPRISES, LTD (DEL MAR PLAZA)
SANLIN PROPERTIES, LTD (REGENCY SQUARE)

RE: PARKING AVAILABILITY FOR REGENCY SQUARE PATRONS IMMEDIATELY ACROSS THE STREET AT SPRINGFIELD PLAZA, Buildings A, B, & C PARKING LOTS (owned by same owners for more than twenty years).

We desire to offer extra parking available at the Springfield Plaza across the street to all tenants and their patrons from Regency Square.

During the day Regency Square' parking lot is mostly empty even with restaurants there. At night only ¼ of the parking lot is full. There is plenty of parking there now, but if there were to be a day or full night of parking, the Springfield Plaza can accommodate extra parking during the day since the parking lot is half empty during the day, and **AN EXTRA 157 cars** at night, with its 157 parking space capacity, when all the offices are closed at six pm.

At any given night, we see cars parked at Springfield Plaza already even if there is parking at Regency Square because patrons prefer to park across the street and walk to Regency Square. We've always permitted it because we know they are patrons of our other properties. Furthermore, we incorporate a provision in Regency Square leases that parking is available at the Springfield Plaza for employees and patrons. We also send memos to restaurants and amusement centers about the availability of extra parking at the Springfield Plaza.

1) ***BUILDING A*** - 6930 SPRINGFIELD – DR. GUTIERREZ' PARKING AREA at the Springfield Plaza

2) ***BUILDING B*** - 6828 SPRINGFIELD – MEDICAL OFFICE BUILDING PARKING at the Springfield Plaza

*** Parking spaces - combined for Bldg A & B is 52 parking spaces

3) ***BUILDING C*** - 6826 SPRINGFIELD – COMMERCIAL OFFICES' PARKING at the Springfield Plaza -

*** Parking spaces - 105 parking spaces

In short, at the ***SPRINGFIELD PLAZA- there are 157 PARKING SPACES AVAILABLE to Regency Square patrons especially after 6 pm.***

NOTE: All these three buildings share parking lots and parking spaces during the day and are all closed by 6 pm. Bldg A and B sit on same lot with parking wrapped around, and have 52 parking spaces; Bldg C is on an adjoining lot but it shares its parking spaces with Bldgs A & B since the parking was designed to be shared by Bldgs A, B & C and these properties are adjoined and owned by the same persons. Also, the tenants are either doctors or business offices. None of these tenants are open past 6 pm. It has been like this for past twenty years. We have no plans of selling our properties, and there is a provision in each lease that provides for leases to be honored by future owners if a sale ever occurred.

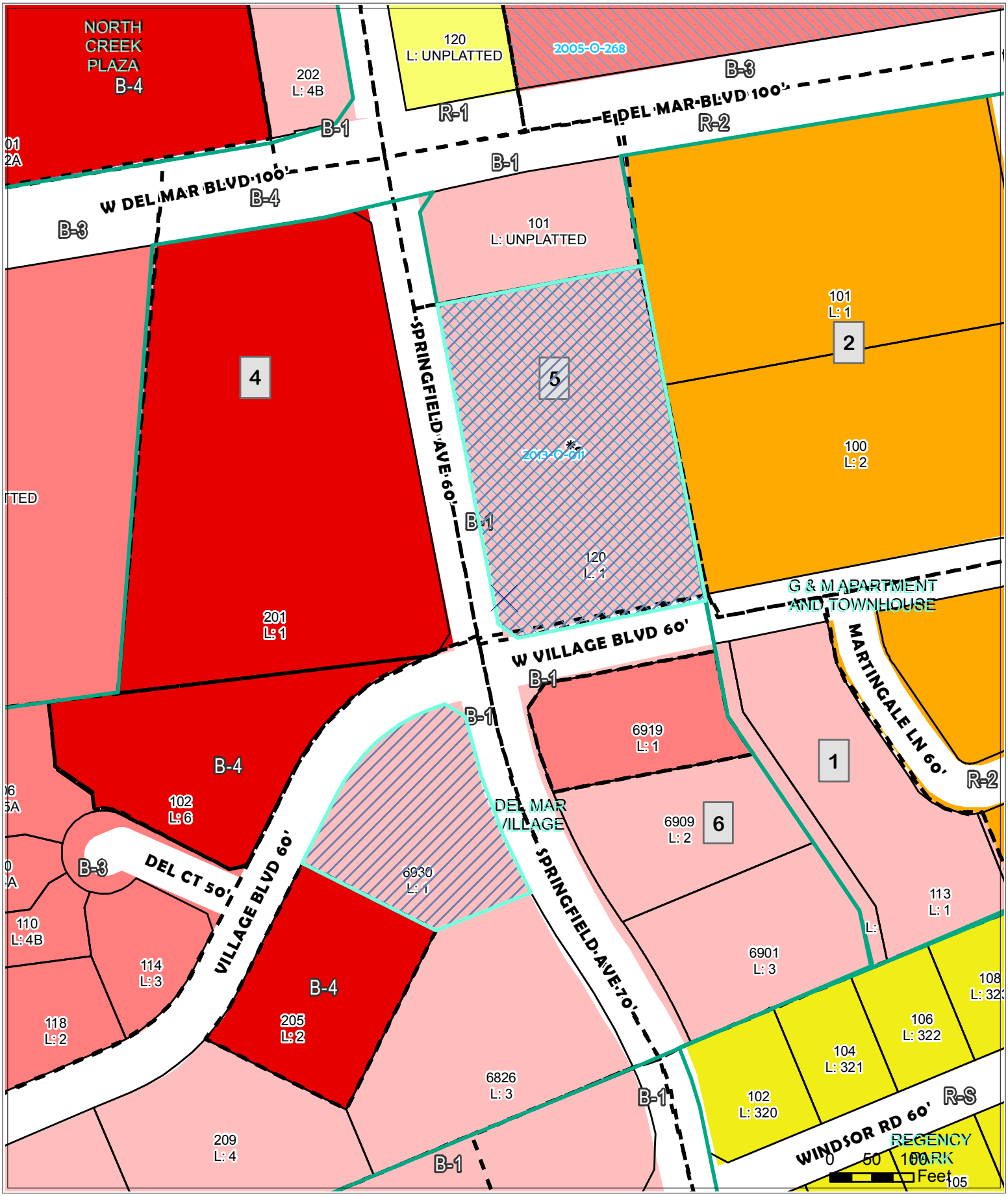
We ask the City to permit us to lease to a pizza parlour at Regency Square, and we offer this memo/letter as owners of the Springfield Plaza and Regency Square as justification of sufficient parking available.

Exhibit B

2 of 2

120 W VILLAGE BLVD STE 115
COUNCIL DISTRICT 5 & 7
ZC-37-2014

APPLICATION
OF SUP (SPECIAL USE PERMIT)



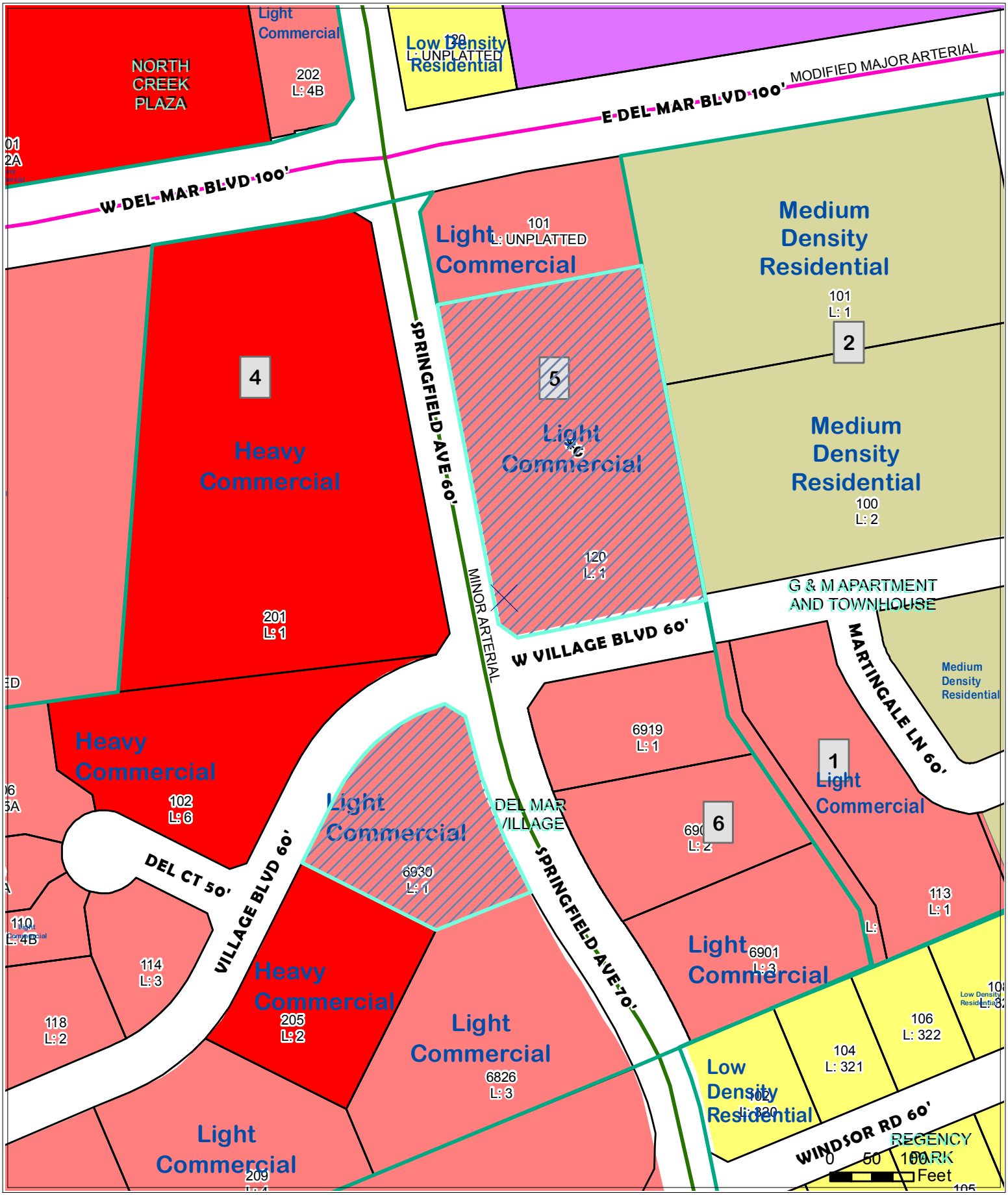
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 150 feet
Date: 2/24/2014

120 W VILLAGE BLVD STE 115
COUNCIL DISTRICT 5 & 7
ZC-37-2014

APPLICATION
OF SUP (SPECIAL USE PERMIT)



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

FUTURE LAND USE MAP

1 inch = 150 feet
Date: 2/24/2014

120 W VILLAGE BLVD STE 115
COUNCIL DISTRICT 5 & 7
ZC-37-2014

APPLICATION
OF SUP (SPECIAL USE PERMIT)

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

AERIAL MAP

1 inch = 150 feet
Date: 2/24/2014

ZC-37-2014

120 W. Village Blvd. Ste. 115

B-1 (Limited Business District) to S.U.P. (Special Use Permit)

ZC-37-2014

120 W. Village Blvd. Ste. 115

B-1 (Limited Business District) to S.U.P. (Special Use Permit)

ZC-37-2014

120 W. Village Blvd. Ste. 115

B-1 (Limited Business District) to S.U.P. (Special Use Permit)

ZC-37-2014

120 W. Village Blvd. Ste. 115

B-1 (Limited Business District) to S.U.P. (Special Use Permit)

ZC-37-2014

120 W. Village Blvd. Ste. 115

B-1 (Limited Business District) to S.U.P. (Special Use Permit)

ZC-37-2014

120 W. Village Blvd. Ste. 115

B-1 (Limited Business District) to S.U.P. (Special Use Permit)

ZC-37-2014

120 W. Village Blvd. Ste. 115

B-1 (Limited Business District) to S.U.P. (Special Use Permit)

Public Hearings (also Intro Ord) **7.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Hachar Real Estate Co., George Hachar, property owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an Amusement Redemption Machine Establishment, on all Lots of Blocks 1024, 1024A and 1025, Western Division, located at 4100 San Bernardo Avenue, East ½ of Suite E3 and West ½ of Suite E4; providing for publication and effective date.

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

PREVIOUS COUNCIL ACTION

On June 7, 2010, Council approved Ordinance No. 2010-O-071 for a Conditional Use Permit for Amusement Redemption Machine Establishment. CUP expired June 7, 2011.

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: Amusement Redemption Machine Establishment

Site: The site is occupied by Hachar Real Estate Co., commercial buildings, which includes Building A, Building B, Building C, Building D, Building E, Building F and Building G.

Surrounding land uses: North of the site, across Chicago Street, are several single family residences, a vacant commercial building, and Gonzalez Auto Parts. Northeast of the property are Dairy Queen and Hotel Plaza. East of the property is Siesta Motel. Southeast of the property are O'Reilly's Auto Parts, two vacant commercial buildings, Valero/Stripes Convenience Store and Loma Alta Motel. South of the property are Rocky's Beer Run, El Vaquero Corn House, Rocky's Car Wash, Vega's Interiores Mexicanos and Patio Rentals, two multi-family complexes and several single family residences. West of the property is Johnny Castillo Auto Parts.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo Ave. as a Minor Arterial and Chicago Street as a Major Collector.

Letters sent to surrounding property owners: 31 In Favor: 1 Opposed: 0

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:
The P & Z Commission, in a 5 to 0 vote, recommended approval of the Conditional Use Permit

STAFF RECOMMENDATION

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Amusement
Redemption Machine Establishments in zones B-4, M-1, M-2, and MXD. This property is currently zoned B-3. The applicant is applying for a Conditional Use Permit.
Section 24.94.5(A) (3): Conditional Use Permit Application Submittal Criteria states that "Applications
for properties currently zoned, B-1, B-1R, CBD, B-3 or B-4 may only seek conditional use
status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff supports the conditional use permit for the following reasons:
1. - Owner held a CUP for the proposed use from June 7, 2010 to June 7, 2011.
2. - The proposed use is appropriate at the proposed location and is compatible with the character of
neighboring uses and enhances the mixture of complementary uses and activities in the immediate
vicinity.

Staff supports the conditional use permit at this location and recommends the following provisions be
attached to the issuance of a CUP for the proposed use:

1. The C.U.P. shall be issued to Hachar Real Estate Co., George Hachar, and it is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part
hereof of all purposes.
3. The C.U.P. is restricted to the Site Plan, Exhibit "B", which is made part hereof for all purposes.

4. The proposed use shall be restricted to 1,600 square feet (gross) in the East ½ of Suite E3 and the West ½ of Suite E4.
5. Strobe lights, flashing lights, and any other outdoor lighting designated to attract attention are prohibited.
6. Banners and window signs are prohibited.
7. Signage shall be limited to that which is allowed in a B-3 district.
8. Owner shall provide parking spaces in compliance with Section 24.78 of the Laredo Land Development Code.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code
10. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
11. Based on floor area there shall be 16 parking spaces.
12. Off street parking is prohibited.
13. Outdoor music and speakers shall be prohibited and where shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
14. The hours of operation will be from 10:00 a.m. to 2:00 a.m. Monday through Sunday.
15. The sale and consumption of alcohol on premises is prohibited.
16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
N/A

Attachments

Ordinance No. 2014-O-
Exhibits A and B for ZC-23-2014
Color Zoning Map
Color Comprehensive PLan Map
Color Aerial Map
Color Pictures for ZC-23-2014

ORDINANCE NO. 2014-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT, ON ALL LOTS OF BLOCKS 1024, 1024A AND 1025, WESTERN DIVISION, LOCATED AT 4100 SAN BERNARDO AVENUE, EAST ½ OF SUITE E3 AND WEST ½ OF SUITE E4; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an Amusement Redemption Machine Establishment on all Lots of Blocks 1024, 1024A and 1025, Western Division, located at 4100 San Bernardo Avenue, East ½ of Suite E3 and West ½ of Suite E4; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 19, 2014; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended approval of the amendment to the Conditional Use Permit; and,

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

WHEREAS, the City Council has held a public hearing on March 17, 2014, on the request and finds the Conditional Use Permit 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 authorizing a Conditional Use Permit for an Amusement Redemption Machine Establishment on all Lots of Blocks 1024, 1024A and 1025, Western Division, located at 4100 San Bernardo Avenue, East ½ of Suite E3 and West ½ of Suite E4.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The C.U.P. shall be issued to Hachar Real Estate Co., George Hachar, and it is nontransferable.
2. The C.U.P. is restricted to the activities described in letter, Exhibit "A", which is made part hereof of all purposes.

3. The C.U.P. is restricted to the Site Plan, Exhibit "B", which is made part hereof for all purposes.
4. The proposed use shall be restricted to 1,600 square feet (gross) in the East ½ of Suite E3 and the West ½ of Suite E4.
5. Strobe lights, flashing lights, and any other outdoor lighting designated to attract attention are prohibited.
6. Banners and window signs are prohibited.
7. Signage shall be limited to that which is allowed in a B-3 district.
8. Owner shall provide parking spaces in compliance with Section 24.78 of the Laredo Land Development Code.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code
10. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
11. Based on floor area there shall be 16 parking spaces.
12. Off street parking is prohibited.
13. Outdoor music and speakers shall be prohibited and where shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
14. The hours of operation will be from 10:00 a.m. to 2:00 a.m. Monday through Sunday.
15. The sale and consumption of alcohol on premises is prohibited.
16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

HARECO 1313 LTD.
4100 SAN BERNARDO AVENUE SUITE E 7
LAREDO, TEXAS, 78041
TEL: 956-791-0140 FAX: 956-723-1500
EMAIL: georgehachar@gmail.com
01-16-2014

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

Staff

We are requesting a Conditional Use Permit for a Amusement Redemption Machine Establishment on All of Blocks 1024/1024A/1025 Western Division located at 4100 San Bernardo Avenue, Suites ½ of E3 and ½ of E4.

The redemption center will occupy 1,600 square feet of space, will be open from 10 AM to 2 AM. It will hire five (5) employees. We expect that a total of 15 vehicles will park in the area. Alcohol will not be served in this area.

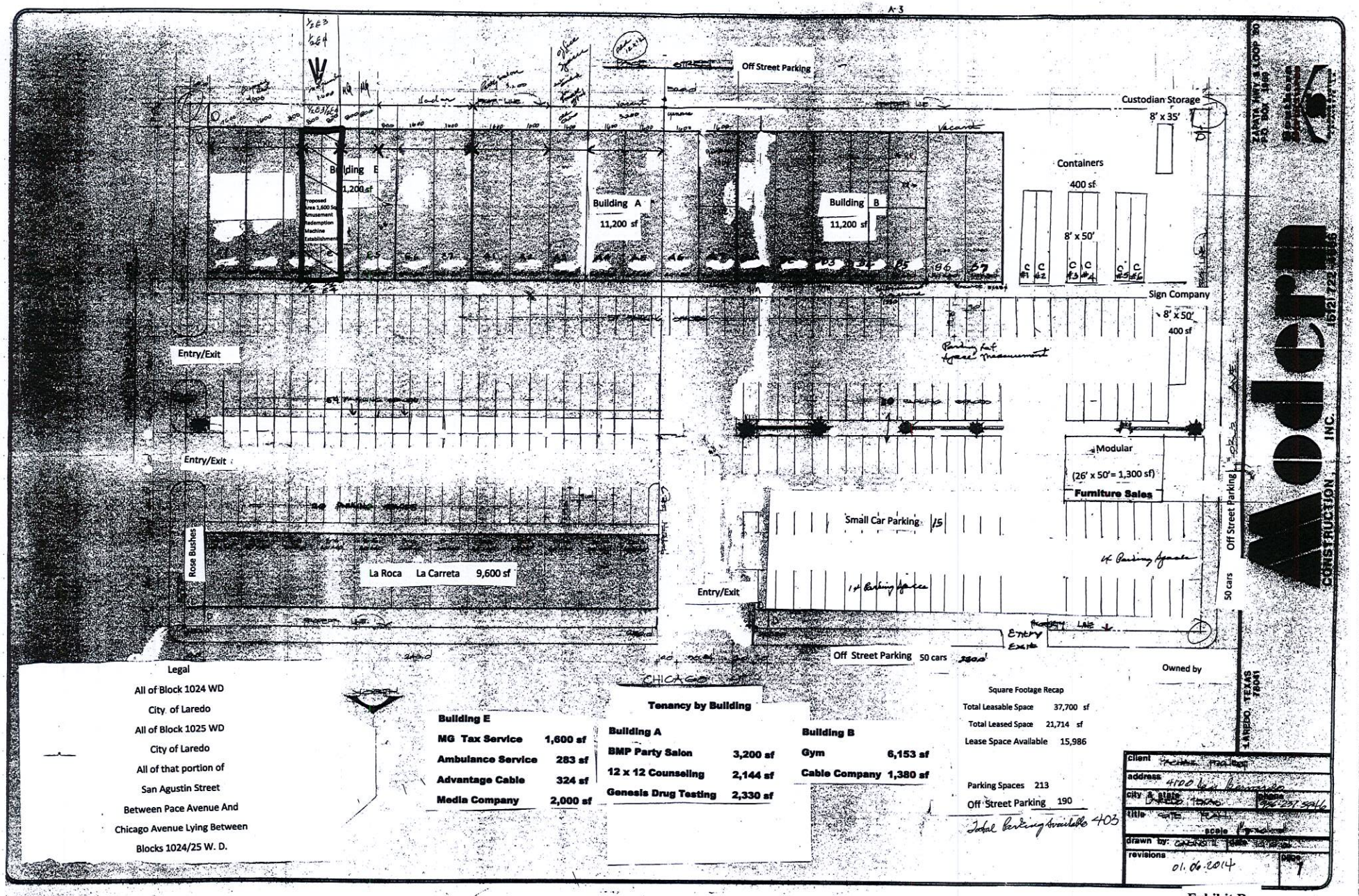
The number of machines that will be in the establishment will be 16

Thank you

George L. Hachar

George L Hachar

Exhibit A



Legal

All of Block 1024 WD
City of Laredo
All of Block 1025 WD
City of Laredo
All of that portion of
San Agustin Street
Between Pace Avenue And
Chicago Avenue Lying Between
Blocks 1024/25 W. D.

Tenancy by Building

Building E	
MG Tax Service	1,600 sf
Ambulance Service	283 sf
Advantage Cable	324 sf
Media Company	2,000 sf

Building A	
BMP Party Salon	3,200 sf
12 x 12 Counseling	2,144 sf
Genesis Drug Testing	2,330 sf

Building B	
Gym	6,153 sf
Cable Company	1,380 sf

Square Footage Recap

Total Leasable Space	37,700 sf
Total Leased Space	21,714 sf
Lease Space Available	15,986

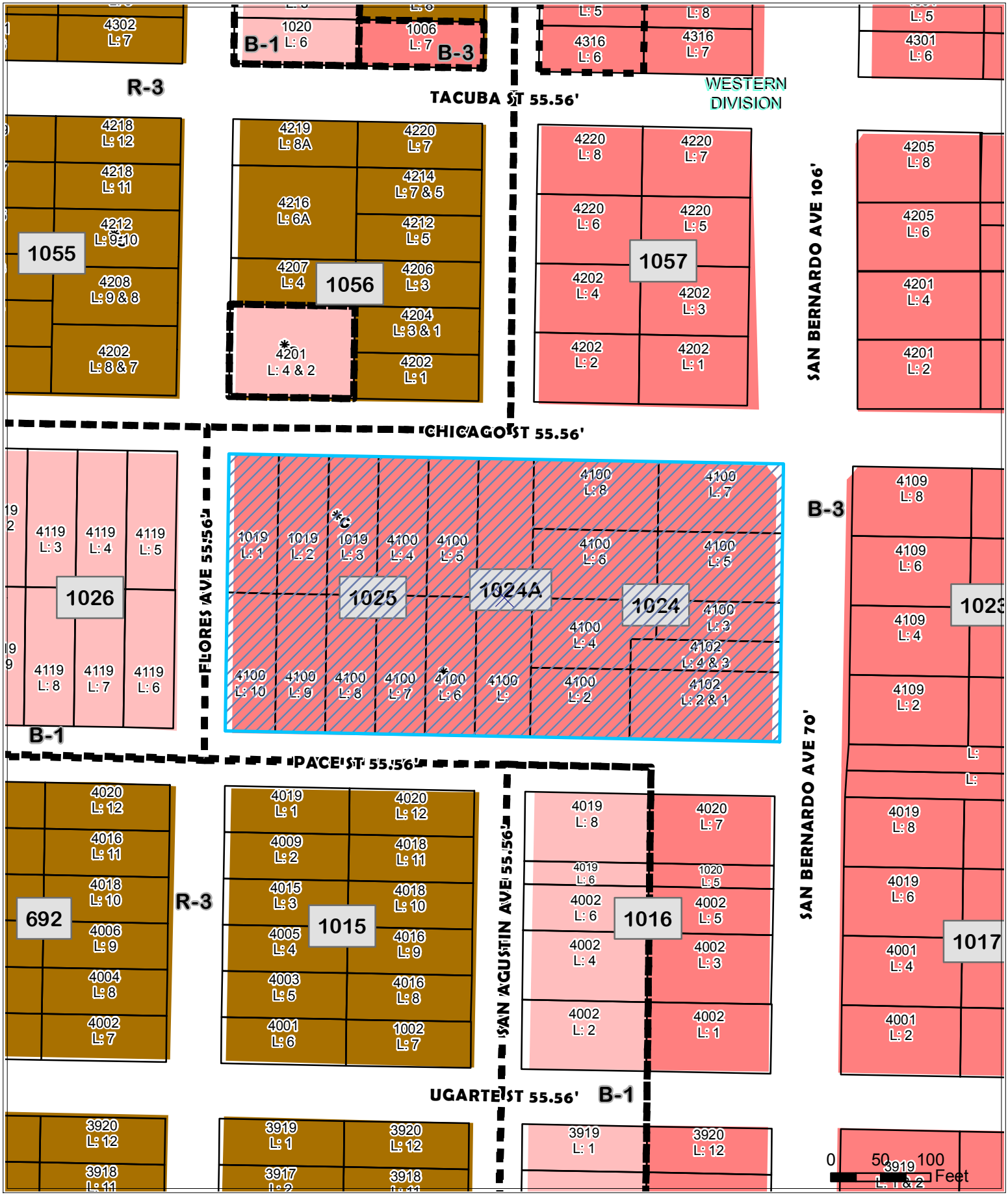
Parking Spaces 213
Off Street Parking 190
Total Parking Available 403

client
address
city & state
title
scale
drawn by:
revisions 01.06.2014

Exhibit B

4100 SAN BERNARDO AVE SUITE 1/2 OF 3 & 1/2 OF 4
COUNCIL DISTRICT 8
ZC-23-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)



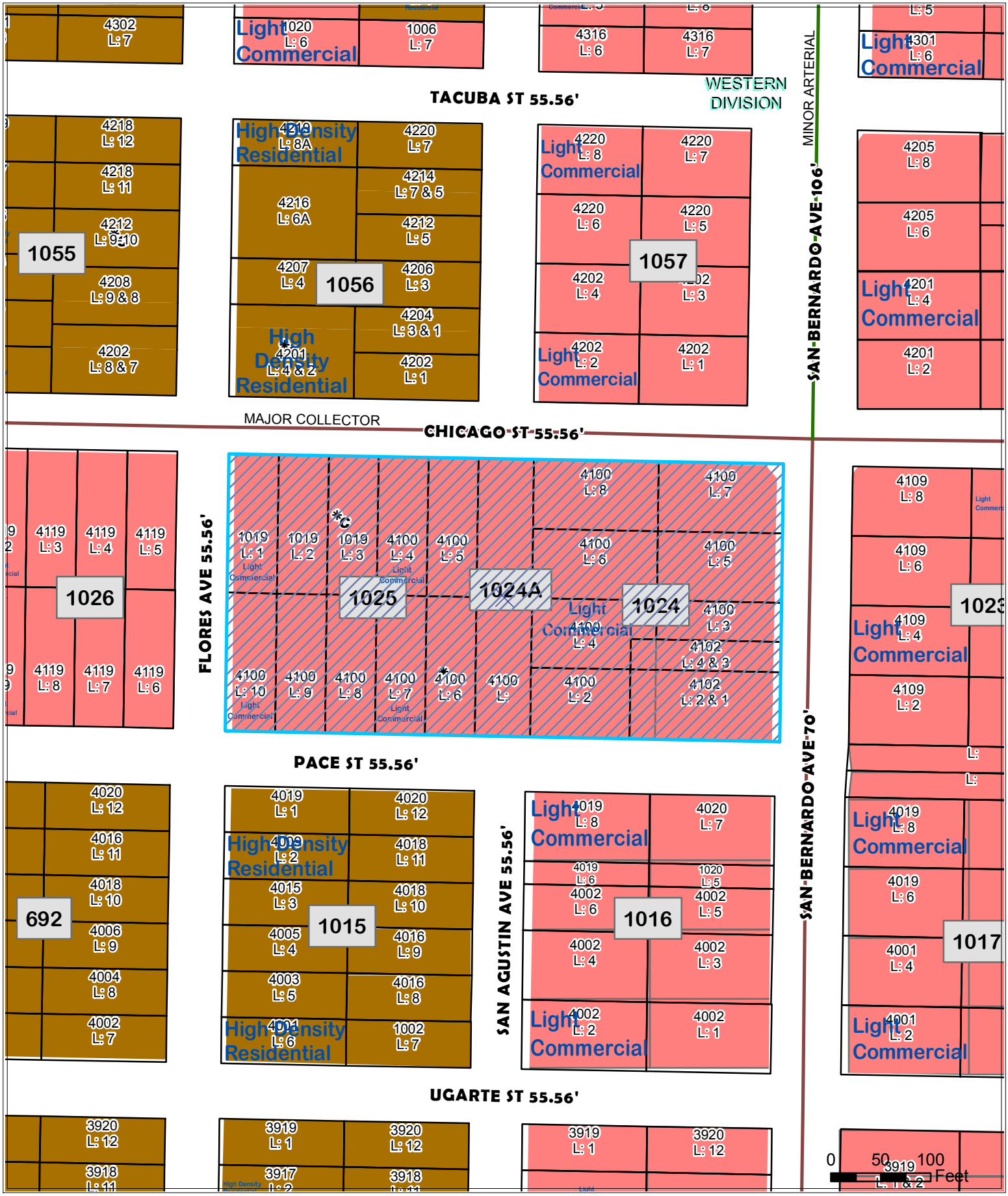
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 125 feet
Date: 1/28/2014

4100 SAN BERNARDO AVE SUITE 1/2 OF 3 & 1/2 OF 4
COUNCIL DISTRICT 8
ZC-23-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)



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

FUTURE LAND USE MAP

1 inch = 125 feet
Date: 1/28/2014

4100 SAN BERNARDO AVE SUITE 1/2 OF 3 & 1/2 OF 4
COUNCIL DISTRICT 8
ZC-23-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)

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

AERIAL MAP

1 inch = 125 feet
Date: 1/28/2014

ZC-23-2014

4100 SAN BERNARDO AVENUE PROPOSAL: C.U.P.. (CONDITIONAL USE PERMIT)
AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

ZC-23-2014

4100 SAN BERNARDO AVENUE PROPOSAL: C.U.P.. (CONDITIONAL USE PERMIT)
AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

ZC-23-2014

4100 SAN BERNARDO AVENUE PROPOSAL: C.U.P.. (CONDITIONAL USE PERMIT)
AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

Public Hearings (also Intro Ord) **8.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas Rodriguez, Jr., Utilities Director

SUBJECT

Public hearing and introductory ordinance amending the City of Laredo FY 2013-2014 Water Availability Fund Annual Budget by appropriating an additional $1,500,000.00 and drawing down the opening balance for water rights acquisitions and increasing the budget to $5,335,109.00. This amendment will provide the funding to purchase $4,354,732.00 of water rights.

PREVIOUS COUNCIL ACTION

2/18/2014: Resolution 2014-R-13 authorizing the City Manger to sign a water rights agreement, between the City of Laredo and Fender Exploration and Production Co., L.P. for the purchase of 1,279 Class B rights for the amount of $1,534,800.00.

BACKGROUND

Staff is recommending the purchase of water rights available to maintain the pace of growth for the City's water demands. Amendment to budget is as follows.

	Amended Budget FY 2013-2014	Proposed Amendment	Amended Budget FY 2013-2014
Opening Balance	6,214,308	<1,500,000>	4,714,308
Water Rights Acquisition	3,835,109	1,500,000	5,335,109

COMMITTEE RECOMMENDATION

Operations Committee
Finace Committee

STAFF RECOMMENDATION

Recommends approval of Ordinance

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds: Water Availability

Account #: 557-4180-535-9102

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

	Amended Budget FY 2013-2014	Proposed Amendment	Amended Budget FY 2013-2014
Opening Balance	6,214,308	<1,500,000>	4,714,308
Water Rights Acquisition	3,835,109	1,500,000	5,335,109

Attachments

draw down ordinance

ORDINANCE NO. _____

Amending the city of Laredo FY 2013-2014 Water Availability Fund Annual Budget by appropriating and additional $1,500,00.00 and drawing down the opening balance for water rights acquisitions increasing the budget to $5,335,109.00 fro the purchase of $4,354,732.00 of municipal water rights.

WHEREAS, the City of Laredo owns currently 60,647 acre-feet per year of Water Rights to Diversion; and

WHEREAS, the Utilities Department Water Availability Fund holds a opening amended balance of $3,835,109 available for Water Rights purchases; and

WHEREAS, the Utilities Department has identified qualified water rights for acquisition in the projected amount of $4,354,732;

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

Section 1: Revenue appropriated is hereby amended as follows;

	Amended Budget FY 2013-2014	Proposed Amendment	Amended Budget FY 2013-2014
Opening Balance	$6,214,308	($1,500,000)	$4,714,308
Water Rights Acquisition	$3,835,109	$1,500,000	$$5,335,109

PASSED BT THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014

_____

RAUL G. SALINAS
MAYOR

ATTEST:

_____

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

RAUL CASSO
CITY ATTORNEY

Public Hearings (also Intro Ord) **9.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Mario I. Maldonado, Jr., Bridge Manager

SUBJECT

Public hearing and introductory ordinance amending the City of Laredo Bridge System FY 2013-2014 Bridge annual budget by appropriating $741,401.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as Bridge I lighting project and other related improvements.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The FY13-14 Bridge System Construction fund must be amended to appropriate funds from the opening balance to be used for the Bridge I lighting project and other related improvements. Projects costing over $50,000 will be presented to City Council for approval.

COMMITTEE RECOMMENDATION

To amend the City of Laredo FY 2013-2014 Bridge annual budget by appropriating $741,401.00 from the Bridge System Construction Fund opening balance.

STAFF RECOMMENDATION

To amend the City of Laredo FY 2013-2014 Bridge annual budget by appropriating $741,401.00 from the Bridge System Construction Fund opening balance.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	N
Source of Funds:	Opening Fund Balance
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Bridge Fund:

	Budget FY 13-14	Proposed Amendment	Amended Budget FY 13-14
Opening Balance		($741,401.00)	
Buildings & Other Improvements	$3,139.00	$741,401.00	$744,540.00

Attachments

Introductory Ordinance Bridge Construction Fund Appropriation

INTRODUCTORY ORDINANCE

AMENDING THE CITY OF LAREDO BRIDGE SYSTEM FY 2013-2014 BRIDGE ANNUAL BUDGET BY APPROPRIATING $741,401.00 FROM THE BRIDGE SYSTEM CONSTRUCTION FUND OPENING BALANCE TO BE USED BRIDGE RELATED PROJECTS SUCH AS BRIDGE I LIGHTING PROJECT AND OTHER RELATED IMPROVEMENTS.

WHEREAS, the City Council previously adopted the budget for fiscal year 2013-2014; and

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas to appropriate $741,401.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as Bridge I lighting project and other related improvements.

WHEREAS, a public hearing and introductory ordinance was held on March 17, 2014.

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

1. The 2013-2014 Bridge System annual budget is hereby amended to appropriate $741,401.00 from the Bridge System Construction Fund opening balance to be used for Bridge related projects such as the Bridge I lighting project and another related improvements.
2. Providing for said funds to be deposited in the account of the City of Laredo Machinery and Equipment account.

All laws and parts of laws in conflicting with the provisions of this ordinance shall be, and hereby are, repealed.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY_____
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) **10.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Ronnie Acosta, Community Development Director
Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

Public hearing and introductory ordinance closing as a public easement, a 17.7 ft. wide alley, dedicated for public use in Block 792, Eastern Divsion, City of Laredo, Webb County, Texas, and providing for the reversion of the public's interest in said alley to the current abutting landowners, and providing for an effective date. This alley is located in the 1400 Block of Chihuahua Street; bounded on the North by Chihuahua Street, on the South by Rosario Street; on the East by Seymour Avenue, and on the West by Loring Avenue. Said alley traverses the middle of said block from the East to West through the its entire length, and abuts the South side of Lots 1, 2, 3, 4, 5, & 6 and the North side of Lots 7, 8, 9, 10, 11, & 12.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The abutting property owners of Block 792, Eastern Division, have requested that the City consider closing as a public easement, a 17.7 foot wide alley dedicated for public use. Said alley traverses from East to West through the entire length of Block 792, Eastern Divsion and was dedicated for public use as per replat recorded in Volume 19, Pages 607 to 608, Deed Records of Webb County, Texas.

This alley has not been used by the public in years and is no longer visible on the ground since abutting owners have already incorporated the entire alley into their properties in what appear to be their correspoonding shares. All abutting owners agreed and have executed a Release Form, releasing the City of Laredo from any and all damages which may arise from the alley's closure.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends Introduction of this Ordinance.

Attachments

Ordinance Document

aerial blk 792

ORDINANCE

Closing as a public easement, a 17.7 ft. wide alley dedicated for public use in Block 792, Eastern Division, City of Laredo, Webb County, Texas, and providing for the reversion of the public's interest in said alley to the current abutting landowners in equal shares, providing for an effective date. This alley is located in the 1400 block of Chihuahua Street, bounded on the North by Chihuahua Street, on the South by Rosario Street, on the East by Seymour Avenue and on the West by Loring Avenue. Said alley traverses the middle of said block from East to West through its entire length, and abuts the South side of lots 1, 2, 3, 4, 5 & 6, and the North side of lots 7, 8, 9, 10, 11 & 12.

WHEREAS, on November 16, 1889, J. P. Flynn, Vice President of Laredo Improvement Company, dedicated a 17.7 ft. wide alley for public use in Block 792, Eastern Division, as per re-plat recorded in Volume 19, pages 607-608 in Deed Records of Webb County, Texas; and,

WHEREAS, said alley is no longer used as an alley since it has been incorporated as part of the adjoining properties in what appears to be equal shares; and,

WHEREAS, the City of Laredo, has received a request from the abutting property owners to consider closing the said alley; and,

WHEREAS, all of the owners of record, abutting the above-mentioned alley, have executed Release Forms holding the City of Laredo harmless from any and all damages which may arise from the abandonment, vacating, and closing of said alley; and,

WHEREAS, the City Council finds that it is in the best interest of the City to close as a public easement said alley, since it is no longer used for the purpose it was dedicated for; and,

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

1. A 17.7 ft. wide alley dedicated for public use in Block 792, Eastern Division, City of Laredo, Webb County, Texas be and the same, is hereby closed as a public easement.

2. Said alley is now free from any encumbrances as a public easement and as a result its closing hereby reverts all public's interest in said alley to the abutting property owners in equal shares.

3. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2014

_____
RAUL G. SALINAS
Mayor

ATTEST:

_____
GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:

_____
RAUL CASSO
City Attorney

437-00696-510
439-00791-100
439-00791-070
440-00820-110
440-00820-111
CHIHUAHUA ST
LORING AVE
SEYMOUR AVE
N
438-00723-070
439-00792-010
440-00819-010
438-00723-101
Alley
438-00723-030
438-00723-040
Block 792 ED
439-00792-110
439-00792-100
439-00792-070
440-00819-090
ROSARIO ST

Public Hearings (also Intro Ord) **11.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Ronnie Acosta, Community Development Director
Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Ronnie Acosta, CD Director

SUBJECT

Public hearing and introductory ordinance closing as a public easement, a 17.7 ft. wide alley, dedicated for public use in Block 889, Eastern Division, City of Laredo, Webb County, Texas, and providing for the reversion of the public's interest in said alley to the current abutting landowners, and providing for an effective date. This alley is located in the 1600 Block of Corpus Christi Street; bounded on the North by Garfield Street, on the South by Corpus Christi Street, on the East by Mendiola Avenue, and on the West by Meadow Avenue. Said alley traverses the middle of said block from East to West through its entire length, and abuts the South side of Lots 1, 2, 3, 4, 5 & 6 and the North side of Lots 7, 8, 9, 10, 11 & 12.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The abutting property owners of Block 889, Eastern Division, have requested that the City consider closing as a public easement, a 17.7 ft. wide alley dedicated for public use. Said alley traverses from East to West through the entire length of Block 889 Eastern Division and was dedicated for public use as per re-plat recorded in Volume 19, Pages 636 to 637, Deed Records of Webb County, Texas.

For many years, this alley has not been used by the public and is no longer visible on the ground, since abutting owners have already incorporated the entire alley into their properties in what appear to be their corresponding shares. All abutting owners agreed and have executed a Release Form, releasing the City of Laredo from any and all damages arising out of the closing of said alley.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends Introduction of Ordinance

Attachments

Ordinance document
aerial bllk 889

ORDINANCE

Closing as a public easement, a 17.7 ft. wide alley dedicated for public use in Block 889, Eastern Division, City of Laredo, Webb County, Texas, and providing for the reversion of the public's interest in said alley to the current abutting landowners in equal shares, and providing for an effective date. This alley is located in the 1600 Block of Corpus Christi Street, bounded on the North by Garfield Street, on the south by Corpus Christi Street, on the East by Mendiola Avenue and on the West by Meadow Avenue. Said alley traverses the middle of said block from East to West through its entire length, and abuts the south side of lots 1, 2, 3, 4, 5 & 6, and the north side of lots 7, 8, 9, 10, 11 & 12.

WHEREAS, on December 4, 1889, J.M Hamilton, sole property owner, dedicated a 17.7 ft. wide alley for public use in Block 889, Eastern Division, as per re-plat recorded in Volume 19, pages 636-637 in Deed Records of Webb County, Texas; and,

WHEREAS, said alley is no longer used as an alley since it has been incorporated as part of the adjoining properties in what appears to be equal shares; and,

WHEREAS, the City of Laredo, has received a request from the abutting property owners to consider closing the said alley; and,

WHEREAS, all of the owners of record, abutting the above-mentioned alley, have executed Release Forms holding the City of Laredo harmless from any and all damages which may arise from the abandonment, vacating, and closing of said alley; and,

WHEREAS, the City Council finds that it is in the best interest of the City to close as a public easement said alley, since it is no longer used for the purpose it was dedicated for; and,

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

1. A 17.7 ft. wide alley dedicated for public use in Block 889, Eastern Division, City of Laredo, Webb County, Texas be and the same is hereby closed as a public easement.

2. Said alley is now free from any encumbrances as a public easement and as a result its closure reverts all public's interest in said alley to current abutting property owners in equal shares.

3. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2014

_____
RAUL G. SALINAS
Mayor

ATTEST:

_____
GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:

_____
RAUL CASSO
City Attorney

437-00696-510
439-00791-100
439-00791-070
440-00820-110
440-00820-111
CHIHUAHUA ST
LORING AVE
SEYMOUR AVE
N
438-00723-070
439-00792-010
440-00819-010
438-00723-101
Alley
438-00723-030
438-00723-040
Block 792 ED
439-00792-110
439-00792-100
439-00792-070
440-00819-090
ROSARIO ST

Introductory Ordinances **12.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Jose L. Fores, Airport Manager

SUBJECT

Authorizing the City Manager to approve a sublease of the leased premises approved by Ordinance No. 94-O-214 dated November 7, 1994 between the City of Laredo as LESSOR and Jett Racing and Sales, Inc., as the LESSEE, for the premises, described as 80,000 sq. ft., Tract 2, to the Webb County Sheriff's Office SUB-LESSEE, said lease provides for right to sublease subject to city approval, which approval shall not be unreasonably withheld.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The lease agreement between the City of Laredo, as LESSOR and Jett Racing and Sales, Inc., allows for the subleasing of the leased premises.

Webb County Sheriff's Office is the desirous of subleasing a portion of the leased premises constructed by Jett Racing and Sales, Inc.

COMMITTEE RECOMMENDATION

On March 4, 2014, the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Lease Agreement
Ordinance

STATE OF TEXAS§
COUNTY OF WEBB §

This sublease agreement made and entered into by and between JETT RACING AND SALES, INC (hereinafter called "SUBLESSOR") and WEBB COUNTY SHERIFF'S OFFICE, (hereinafter called "SUBLESSEE"), and

WITNESSETH

WHEREAS, the SUBLESSOR currently leases from the City of Laredo, a municipal corporation, under a lease agreement dated the 16th, day of January 1994 to which reference is hereby made and incorporated herein for all purposes, approximately an 80,000 square foot tract (1.837 acre) more or less located at the Laredo International Airport situated on property described as Tract 2, being part of Property "A" per indenture dated February 21, 1975 and recorded in Volume 478, pages 478-481 of the Webb County Deed Records and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport.

ARTICLE I
PREMISES, TERMS, AND PRIVILEGES

1.01 LEASED AREA:

The SUBLESSOR does hereby sublease approximately 2,400 square feet constituting 1,600 square feet of hangar space and 800 square feet of office space located at the Laredo International Airport, Laredo, Texas, situated on property described as approximately an 80,000 square foot tract (1.837 acre) more or less located at the Laredo International Airport situated on property described as Tract 2, being part of Property "A" per indenture dated February 21, 1975 and recorded in Volume 478, pages 478-481 of the Webb County Deed Records and incorporated herein. The property on which the Hangar is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and SUBLESSEE hereby subleases the said leased area from SUBLESSOR.

1.02 TERM:

This sublease is to be for a term of nineteen (19) months commencing on March 1, 2014, and ending on September 30, 2015. However, it is agreed by the parties that this sublease may be terminated by SUBLESSEE in the event that SUBLESSOR does not obtain approval, from the City of Laredo for this sublease within 30 days from the date of sublease execution. Further, it is agreed by both parties that either SUBLESSOR or SUBLESSEE can with a sixty (60) day written notice may terminate this lease agreement without cause.

The SUBLESSEE shall have the option of extending this sublease agreement for a period of four (4) additional one year periods commencing October 1, 2015 to September 30, 2016 with each subsequent one year term commencing on October 1st and terminating on September30th of the following year. The terms and conditions of the extension shall remain the same as this sublease agreement. This is subject to the main lease being extended by the City of Laredo.

1.03 RENTAL OBLIGATION:

Subject to the annual review for rent escalation pursuant to Section 1.05 herein, SUBLESSEE agrees to pay SUBLESSOR, a monthly rent of nine hundred dollars ($900.00).

The basic rent and such additional charges as accrued shall be paid by the first (1st) day of each month period and, except as otherwise provided in this agreement, the obligations and liabilities of the SUBLESSEE shall not be affected by any circumstances or occurrences, including but to limited to:

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

(B) Notice of termination of leasehold, whether by SUBLESSOR or SUBLESSEE.

1.04 DEPOSIT

SUBLESSOR agrees to waive Deposit since SUBLESSEE's purpose is to provide public safety to the citizens of Webb County and the City of Laredo and not for profit.

1.05 RENTAL ESCALATION:

SUBLESSOR and SUBLESSEE will on an annual basis negotiate the rental escalation ninety days (90) before the end of each annual term. Any escalation in rent must be provided by SUBLESSOR in writing and approved by SUBLESSEE. This means that commencing October 1st, 2014 and annually thereafter, the rent may be adjusted according to the terms and conditions under section 1.05 (Rental Escalation).

1.06 UTILITIES:

SUBLESSEE shall provide and pay or cause to be paid all charges for all services used on subleased premises throughout the term of this agreement for the exception of water and electricity services which are the sole responsibility of SUBLESSOR, including any connection fees associated with these services.

1.07 TAXES:

SUBLESSOR agrees to pay any and all property taxes on the subleased property. SUBLESSEE is part of Webb County and is tax exempt.

1.08 SUBLEASE:

The SUBLESSOR'S interest in the premises is as LESSEE under an underlying lease made by the City of Laredo, a municipal corporation, as Lessor, and Jett Racing and Sales, Inc., dated the dated the 16th, day of January 1994, which is attached hereto. This sublease is expressly made subject to all the terms and conditions of said underlying lease, and the SUBLESSEE agrees to use the premises in accordance with the terms of said lease exception being the operation of law enforcement helicopter for public safety purposes for Webb County. If the lease between the City of Laredo and Jett Racing and Sales, Inc. shall terminate, this sublease shall terminate simultaneously.

1.09 USE AND USE CONFLICT:

The SUBLESSOR hereby leases to the SUBLESSEE and the SUBLESSEE hereby leases from the SUBLESSOR, the described property to be used by the SUBLESSEE for public use, specifically for operation of a helicopter for law enforcement purposes, County government aircraft.

1.10 SUBLESSOR'S WARRANTY OF QUIET ENJOYMENT:

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

ARTICLE II
INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 INDEMNITY AND NONCLAIM:

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

SUBLESSEE agrees to indemnify, save and hold harmless SUBLESSOR from all cost, loss, damage, liability, expense, penalty and fine whatsoever that may arise from or be claimed against SUBLESSOR by any person or persons for any injury to person or property or damage of whatever kind or character pursuant to or arising from the use or occupancy by SUBLESEE of the premises, or consequent to or arising from any neglect or fault of SUBLESEE or the agents, invitees, contractors, guests and employees of SUBLESEE in the use and occupancy of the premises, or consequent to or arising from any breach by SUBLESEE of SUBLESEE's obligations under this Lease Agreement or arising from any failure by SUBLESEE to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or agency, now or hereafter in force. Notwithstanding anything in the foregoing to the contrary, SUBLESEE shall not be liable for any damage resulting from the intentional acts or negligence of the SUBLESSOR.

To the extent that no conduct of SUBLESSOR contributes in any way to the loss, damage, injury, or controversies, SUBLESSEE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against the SUBLESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of SUBLESSOR, its employees, agents or representatives.

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

2.02 SUBLESSOR'S DUTY TO REPAIR:

The SUBLESSOR shall maintain in repair and in good and safe condition the leased premises including the roof and grounds. Normal maintenance and cleaning of the subleased premises shall be accomplished at SUBLESSEE's expense. Upon termination of the Lease, SUBLESSEE shall yield up the premises to the SUBLESSOR in as good a condition as presently exists, loss by fire and other casualty and ordinary wear accepted

SUBLESSEE shall not be responsible for any modifications to the demised premises to comply with the Americans with Disabilities Act.

Damage or injury to the premises, fixtures, appurtenance whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of SUBLESSEE, its servants, employees, or licensees, shall be repaired promptly by SUBLESSEE at SUBLESSEE'S sole cost and expense to return such affected fixture or appurtenance to a condition materially similar its state prior to the damage or injury.

2.03 **ALTERATIONS:**

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

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

(B) Ultimate title to an alteration properly consented to by SUBLESSOR will rest with SUBLESSOR immediately upon completion and will remain in SUBLESSOR'S possession at termination of SUBLESSEE'S Tenancy.

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

SUBLESSOR reserves the right to demand that SUBLESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to SUBLESSOR, and to demand that SUBLESSEE pay all costs of such restoration upon termination of sublease. Such demand shall be provided to SUBLESSEE in writing at the time of the original approval by SUBLESSOR of any proposed alteration.

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

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

2.04 **INSURANCE:**

(A) Contents: Insurance on the contents of the subleased area is the sole responsibility of the SUBLESSEE.

(B) Public Liability Insurance: SUBLESSEE agrees to indemnity and hold SUBLESSOR harmless from any and all claims, damages, cause of action, cost and expense, including attorney's fees resulting from or related to SUBLESSEE'S use and occupancy of the subleased premises, except any such claims, damages, causes of action, costs and expenses arising out of the negligence or willful act of SUBLESSOR, its employees, agents, or representatives from and against which SUBLESSOR shall indemnity and hold SUBLESSEE harmless. In this connection, SUBLESSEE shall carry and maintain Public Liability Insurance in the minimum amounts of Five Hundred Thousand Dollars

($500,000.00) per incident, in which SUB-LESSOR shall be named as additional insured.

Such policies shall provide that same shall not be cancelled without thirty (30) days prior written notice to SUBLESSOR, and SUBLESSOR shall be furnished, within thirty (30) days from the effective date of this sublease, with a copy of such proof of insurance. However, SUBLESSEE shall maintain Public Liability Insurance at all times throughout the term of this sublease. SUBLESSOR reserves the right to make its acceptance of an insurance company a condition of this sublease such that disapproval or revocation of approval thereof shall authorize SUBLESSOR to terminate the sublease.

ARTICLE III
DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 SUBLESSEE'S DEFAULT:

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

(A) SUBLESSEE shall fail to timely pay the full amount of rent and fees provided for herein; or

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

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

(D) SUBLESSEE assigns or subleases or otherwise transfers this lease; or

E) SUBLESSEE files a voluntary petition of bankruptcy to make a general assignment for the benefit of creditors; or

F) SUBLESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

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

(1) Terminate the sublease and re-enter the leased premises and remove all persons and any and all personal property therefrom and SUBLESSEE hereby agrees to surrender the premises to SUBLESSOR, without waiving SUBLESSOR'S right to past and future rents

due hereunder. In such event, SUBLESSOR may re-let the premises to other prospective SUBLESSEE'S for the remainder of the term of this sublease, and SUBLESSEE shall be liable for any loss to SUBLESSOR incurred in such re-letting for the terms of this sublease, including but not limited to, rent, attorney's fees, if any.

3.02 ATTORNEY'S FEES:

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

3.03 HOLDING OVER:

Staying over past the term of this sublease will constitute the SUBLESSEE, upon acceptance of rental payment by SUBLESSOR, a month-to-month tenant, payments will remain at current rate until new sublease is executed and or sublease is terminated by SUBLESSOR in accordance with terms and agreements of sublease agreed to herein.

3.04 ABANDONMENT:

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

3.05 SUBLESSOR'S REPRESENTATION AND WAIVER:

Any representations by SUBLESSOR regarding SUBLESSEE'S leasehold interest are embodied in this writing.

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

3.06 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

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

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

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

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

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

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

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

ARTICLE IV
MISCELLANEOUS

4.01 **NON-EXCLUSIVE USE:**

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

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

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

4.03 **CAPTIONS:**

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

4.04 **CONSTRUED PURSUANT TO TEXAS LAW:**

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

4.05 **RE-ENTRY:**

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

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

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

4.07 **BINDING AGREEMENT:**

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

4.08 NOTICES:

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

Webb County Sheriff's Office
902 Victoria Street
Laredo, Texas 78040
Attn: Jose Angel Lopez III, Finance Director

and to **SUBLESSOR**:

Jett Racing and Sales, Inc.
1301 Lincoln – Suite #5
Laredo, Texas 78040
Attn: Mr. Wolf Hofman

4.09 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

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

4.10 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the SUBLESSOR which approval shall not be unduly withheld providing items are within compliance with lease restrictions.

4.11 FIRE CLAUSE:

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

4.22 PROVISIONS:

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

4.23 SIGN:

SUBLESSEE shall be allowed to place a business sign on the SUBLESSOR's premises subject to approval of the SUBLESSOR which approval shall not be unreasonably withheld and provided same is consistent with all government laws, rules and ordinances and does not interfere with the signage of any co-tenants.

4.24 EMINENT DOMAIN:

If the entire premises shall be taken by eminent domain, this Sublease Agreement shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to SUBLESSEE. SUBLESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but SUBLESSEE may file a claim for any taking of fixtures and improvements owned by SUBLESSEE and for moving expenses.

If less than the entire premises shall be taken by eminent domain, and such taking unreasonably interferes with SUBLESSEE's use and occupation of the premises, SUBLESSEE may, no later than the thirtieth (30^{th}) day following notice to SUBLESSEE of any such taking, give notice of its election to terminate this Sublease Agreement. In the event SUBLESSEE elects to terminate this Sublease Agreement, SUBLESSEE shall surrender possession of the premises within a reasonable time thereafter and the rent shall be apportioned as of the date of surrender. Any rent previously paid by SUBLESSEE for any period beyond such date shall be repaid to SUBLESSEE.

4.25 AIRPORT SECURITY

SUBLESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time.

SUBLESSEE shall provide for the security of the air operations to prevent ground entry to movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon SUBLESSOR by the Transportation Security Administration. SUBLESSEE will indemnify and hold harmless SUBLESSOR, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of SUBLESSEE'S failure to comply with this requirement.

SUBLESSEE shall, at its own expense, provide reasonable security for the buildings and other improvements now existing or hereafter erected or installed on the subleased premises

subject to the approval of the Airport Director. SUBLESSEE shall be entitled to the same degree of SUBLESSOR, provided security as is available to all other tenants of the Airport.

4.26 NO FAULT EARLY TERMINATION

The parties herein contemplate, consider and agree that should the US Customs and Border Protection and or the Coast Guard, for whatever reason terminate operations or the maintenance contract affecting the area being serviced by the activities on the premises the subject of this lease then in that event this lease shall terminate as of effective date of that terminating event.

4.27 AGREEMENT:

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

Executed on this____day of _____, 2014.

_____ _____

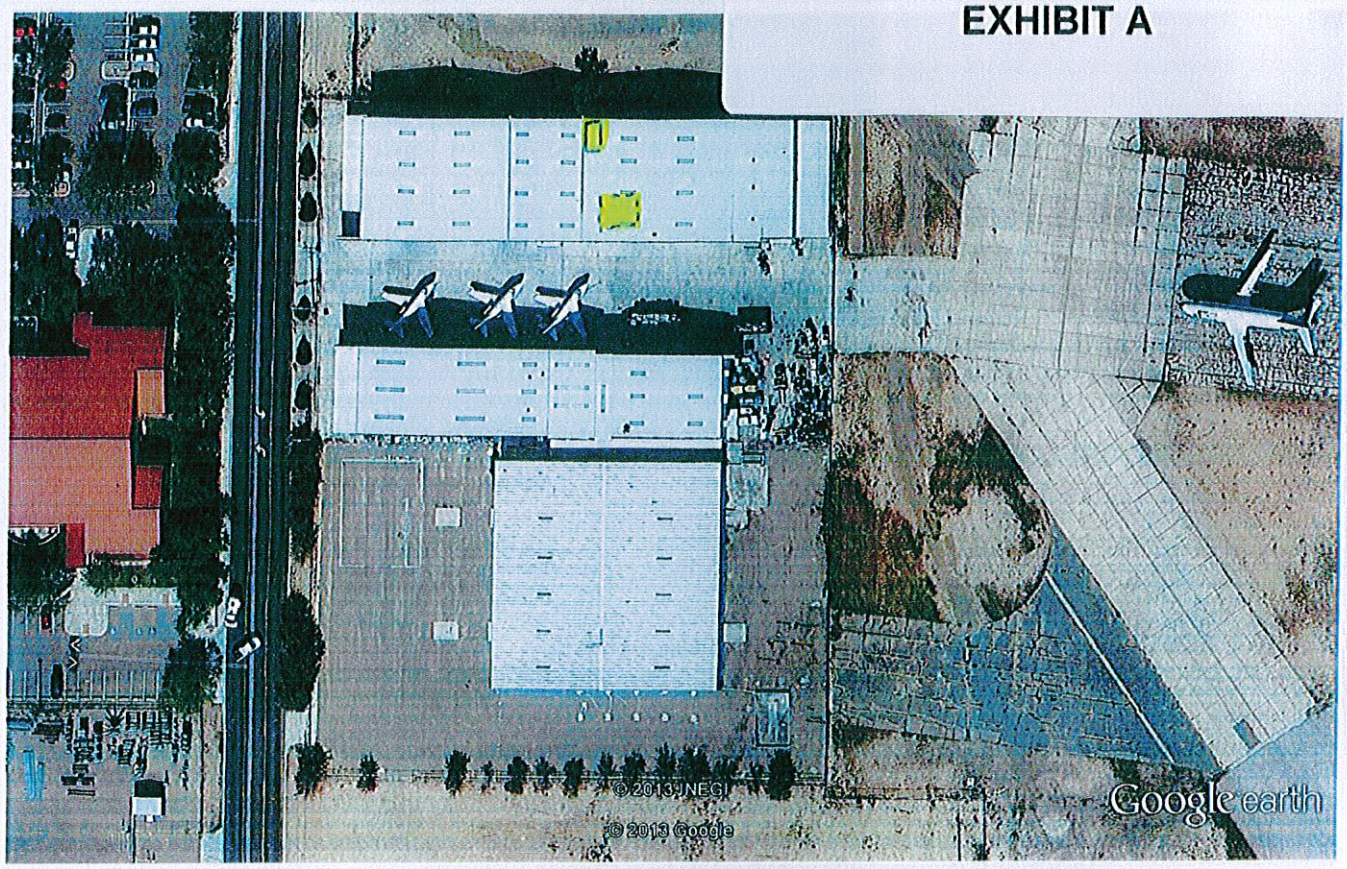
SUBLESSOR: JETT SALES & RACING, INC. DATE

M. Cuellar

2-20-14

SUBLESSEE: WEBB CO. SHERIFF'S OFFICE DATE

EXHIBIT A



Google earth

feet 400
meters 100

ORDINANCE NO.

AUTHORIZING THE CITY MANAGER TO APPROVE A SUBLEASE OF THE LEASED PREMISES APPROVED BY ORDINANCE NO. 94-O-214 DATED NOVEMBER 07, 1994 BETWEEN THE CITY OF LAREDO AS LESSOR AND JETT RACING AND SALES, INC., AS LESSEE, FOR THE PREMISES DESCRIBED AS 80,000 SQ. FT., TRACT 2, TO THE WEBB COUNTY SHERIFF'S OFFICE SUB-LESSEE, SAID LEASE PROVIDES FOR RIGHT TO SUBLEASE SUBJECT TO CITY APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed sublease between Jett Racing and Sales, Inc., as LESSEE, for the premises described as 80,000 sq. ft., Tract 2, to the Webb County Sheriff's Office SUB-LESSEE located at the 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 sublease is in the best interest of the Airport and recommends that the City Council approve the proposed sublease; 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 approve said sublease between Jett Racing and Sales, Inc., as LESSEE, for the premises described as 80,000 sq. ft., Tract 2, to the Webb County Sheriff's Office SUB-LESSEE at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
RAUL CASSO
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Horacio de Leon

Staff Source: Heberto L. Ramirez, Info. Svcs. & Telecom. Director

---

SUBJECT

Authorizing the City Manager to grant a License Agreement by and between The City of Laredo, Texas, a municipal corporation and Alestra S. de R.L. de C.V., a Mexican Corporation dated April 8, 2014 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge and 519 linear feet of right-of-way.

1. Term of the agreement shall be for five (5) years commencing at 12:00 a.m., April 8, 2014 and terminating at 12:00 p.m. on April 7, 2019.

2. Annual fee shall be $21,696.79 and will increase by five percent (5%) every year the license is in place. In addition to the fee, Licensee shall pay a seven dollar and 65/100 ($7.65) linear foot right-of-way fee, and will increase by five percent (5%) every year.

PREVIOUS COUNCIL ACTION

NONE

BACKGROUND

The City of Laredo and Alestra S. de R.L. de C.V, a Mexican Corporation, entered into a five (5) year license agreement commencing January 13, 2003 and terminating January 12, 2008 for the use of one (1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge. The initial annual fee was $7,600.00 plus a $5.00 per linear foot right-of-way fee; with a five percent (5%) annual increase on the fee only. This agreement continued on a month to month until a license agreement commencing March 3, 2009 and terminating March 2, 2014 was entered into by the city and Alestra. The city received an annual fee of $17,000.00 and $6.00 per linear foot right-of-way-fee plus a 5% annual increase on both the fee and the right-of-way fee. The city and Alestra have agreed to a five year license agreement commencing April 8, 2014 and terminating April 7, 2019. The city will receive an annual fee of $21,696.79 and $7.65 per linear foot right-of-way fee; with a 5% annual increase on both the fee and the right-of-way fee. Alestra currently occupies 519 linear feet of right-of-way. Alestra has agreed to pay the greater of the amount established by this license agreement or that amount that Alestra, or a corporate affiliate, pays to any other entity to cross and international bridge

located in the State of Texas.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	License
Account #:	101-0000-311-1060
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The city will receive an annual rent of $25,669.48 with a 5% increase on each anniversary of the commencement date. The city will also receive $2,531.88 for the period of March 3, 2014 thru April 7, 2014. Rent will be credited to General Fund- Telecommunications License line item #101-0000-311-1060

Attachments

Alestra License
Alestra Ordinance
Alestra Schedule A

LICENSE

THIS LICENSE, made this 8th day of April, 2014 by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the "Licensor" and **ALESTRA S. DE R.L. DE C.V., A MEXICAN CORPORATION** hereinafter designated the "Licensee," and collectively "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 nonexclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge "Bridge" and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America:

> One (1) fiber/cable tray ("Tray") affixed beneath Bridge on the east side together with sufficient and suitable right of access thereto and sufficient and suitable space in various slicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter thereon; the location of said Tray and other detail being set forth on the Diagram attached hereto as Schedule "A" forming a part hereof.

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 in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

3. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licensor.

TERM, RENT AND RENEWAL

4. Term: The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00 a.m.) on the 8th day of April, 2014 and ending eleven fifty-nine (11:59 p.m.) on the 7th day of April, 2019.

5. Annual Fees: Licensee hereby covenants and agrees to pay in advance both (a) an annual fee per duct and (b) an annual right-of-way fee (collectively referred to as "Annual Fees"), upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

(a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the State of Texas.

(b) The Parties agree that the rights-of-way fee is based on a six dollar ($6.00) a linear foot rights-of-way fee that commenced in 2008 and has increased five percent (5%) per year such that commencing in 2013 the rights-of-way fee is $7.65. The Parties further agree that the Licensee currently occupies five hundred and nineteen (519) linear feet.

(c) The Parties agree that unless prohibited by law, the linear rights-of-way foot fee and the Annual Fee per Duct shall increase by five percent (5%) every year this License is in effect in amounts as set forth and agreed to by the Parties in the Table below.

(d) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

Year of Term	Annual Fee Per Duct	Right-of-Way Fee	Total Fee
First	$21,696.79	519' @$7.65 = $3,972.69	$25,669.48
Second	$22,781.63	519' @$8.04 = $4,171.32	$26,952.95
Third	$23,920.71	519' @$8.44 = $4,379.89	$28,300.60
Fourth	$25,116.75	519' @$8.86 = $4,598.88	$29,715.63
Fifth	$26,372.58	519' @$9.30 = $4,828.82	$31,201.41

6. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor. Licensee further acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct or any other facilities within Laredo.

7. 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 will be due at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

EARLY TERMINATION

8. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same

aforesaid, the Licensor may remove such cables and equipment and the expense of such removal shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

9. This License may be terminated by Licensee immediately upon written notice to Licensor of:

(a) A required governmental certificate, permit, license or other approval being canceled; or

(b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;

(c) Licensor breaches a representation or warranty contained in this License; or

(d) Licensor fails to have proper ownership of the premises and/or authority to enter into this License.

10. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

(a) Terminate this agreement;

(b) Demand the removal of the Licensee's cables and equipment; or

(c) Revoke the permission granted herein,

neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person making such claims under the License by reason of such termination, demand, or revocation.

11. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply. Furthermore, rent shall be owed until Licensee has removed all of its equipment from the bridge and rights-of-way.

HOLD OVER STATUS

12. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such

holdover status will be at rates that are equal to the last year of the agreement's term, increased by fifty percent (50%) for each year of the holdover. Either party, upon one month prior written notice, may terminate the Agreement operating in a hold over status.

USE OF PREMISES

13. Licensee shall use the Premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonably withheld or delayed by Licensor.

14. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

REPAIR

15. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

16. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not reasonably be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

LIMITATION OF LIABILITY

17. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby

agrees to accept full responsibility therefore and to indemnify Licensor as provided below against any claims that might arise from such actions.

18. Damage to or destruction of Licensee's property shall not be made the responsibility of Licensor, its agents, contractors, officers or employees.

19. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request, any relevant documentation or data in its possession, which is publicly available and necessary for the Licensee to legally proceed against such third party.

SUBLICENSE

20. Licensee represents and warrants that Licensee shall at all times maintain exclusive control over the inner duct and the fiber optic cable located in the inner duct. The sole right to access, maintain, repair, remove and otherwise utilize the inner duct and fiber optic cable located therein shall at all times be and remain exclusively under Licensee's sole control. Licensee may not sublicense the inner duct. Any unauthorized sublicense shall, at the Licensor's discretion, result in immediate termination and forfeiture of any prepaid Annual Fees in addition to such other remedies available to Licensor at law or in equity for such breach.

OPERATIONAL RIGHTS

21. Subject to the approval of the Licensor, which approval shall not be unreasonably withheld or delayed, Licensee and its employees, servants, agents and contractors shall have the right of ingress and egress without charge to the said Bridge and appurtenant buildings and premises at any hour of any day for the purpose of maintenance, repair and installation of Licensee's property.

RELEASE/INSURANCE/INDEMNIFICATION

22. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's negligence.

23. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer or be put to and from against all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom

in any way whatsoever, provided that any such loss, costs, damages, claims or actions does not arise wholly from the Licensor's negligence.

24. Licensee and its contractors shall produce where applicable, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that Licensee has obtained all insurances required by law, but at no time to be in amounts less than those outlined below:

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease, each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Builders Risk coverage as follows:

(1) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(2) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials. The deductible shall not exceed $5,000.

25. With reference to the foregoing insurance requirement, Lessee shall specifically endorse applicable insurance policies as follows:

(a) The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

(d) All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

(e) All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

(f) All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

(i) Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

26. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

(a) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

(b) Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

27. Upon request, Licensee shall furnish The City of Laredo with certified copies of all insurance policies.

COMPLIANCE WITH LAW

28. 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 occupation in, on, to or through said Bridge.

HAZARDOUS SUBSTANCE INDEMNIFICATION

29. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

INSPECTION

30. Notwithstanding any provision of this License to the contrary, in the event of an emergency Licensor retains the right to enter upon the licensed property, at any time and without notice to Licensee, and assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property. At all other times, Licensor shall provide forty-eight (48) hours' notice of such an inspection.

DEFAULT AND CURE

31. The following shall be events of default:

(a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;

(b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within thirty (30) days after written notice from Licensor specifying the default complained of;

(c) Licensee abandons or vacates the Premises without paying annual fees;

(d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

32. If a non-monetary default may not reasonably be cured within a 30 day period, this License may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

33. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

(a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:

(1) The amount of the unpaid annual fees accrued through the date of termination;

(2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided (net of the reasonable costs of such reletting); and

(3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

(b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

34. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such pervious breach.

SUCCESSOR, ASSIGNS AND MISCELLANEOUS

35. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and enures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A" and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

NOTICES

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

If to Landlord:	City of Laredo 1110 Houston Laredo, Texas 78040 Attn: City Attorney and Telecommunications Director
With a copy to:	Gerard Lavery Lederer Best Best & Krieger 2000 Pennsylvania Avenue N.W. Suite 4300 Washington, DC 20006
If to Licensee:	Ricardo Garcia de Quevado Ponce Paso de ls Palmas 275 Piso 2 Oficinas 203 y 204 Lomas de Chapultepec Miguel Hidalgo 1100 Mexico, DF
With a copy to:	Arturo Martinez Arredondo Avenida Eugenio Clariond 175 Cuauhtemoc, San Nicolas de los Garza 66450, Nuevo Leon, Mexico

AUDIT AUTHORITY

37. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

38. Licensor shall have the right to inspect and copy Licensee's records, whether the records are held by the Licensee, an Affiliate, or any other entity that collects or receives funds related to the Licensee's operations governed by this License.

39. Intentionally Omitted.

40. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days

following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

PRIORITY USE

41. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule "A" provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property.

42. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors. Other than in the case of an emergency, Licensor shall provide Licensee a thirty (30) day notice of any construction activities that adversely impact Licensee's facilities.

(a) Licensor agrees, but not at the expense of Licensor, to cooperate with the Licensee, in effecting such widening, alteration or improvement of the licensed property so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

LICENSOR:

THE CITY OF LAREDO, TEXAS, USA

_____

BY: Carlos R. Villarreal
CITY MANAGER

ATTEST:

_____

BY: Gustavo Guevara
CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: Raul Casso
CITY ATTORNEY

LICENSEE:

Alestra S. de R.L. de C.V.

_____

BY:

ORDINANCE NO 2014-O-_____

AUTHORIZING THE CITY MANAGER TO GRANT A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF LAREDO, TEXAS, A MUNICIPAL CORPORATION AND ALESTRA S. DE R.L. DE C.V., A MEXICAN CORPORATION, FOR THE USE OF ONE (1) FIBER/CABLE TRAY AFFIXED BENEATH THE JUAREZ LINCOLN BRIDGE AND 519 LINEAR FEET OF RIGHT-OF-WAY.

1. **TERM OF THE LICENSE AGREEMENT SHALL BE FOR FIVE (5) YEARS COMMENCING AT 12:00 AM, APRIL 8, 2014 AND TERMINATING AT 12:00 PM, APRIL 7, 2019.**
2. **ANNUAL FEE SHALL BE $21,696.79 AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR THE LICENSE IS IN PLACE. IN ADDITION TO THE FEE, LICENSEE SHALL PAY A SEVEN DOLLAR AND 65/100 ($7.65) LINEAR FOOT RIGHT-OF-WAY FEE, AND WILL INCREASE BY FIVE PERCENT (5%) EVERY YEAR.**

WHEREAS, staff recommends that the City council approve the License Agreement by and between the City of Laredo, Texas, a municipal corporation and Alestra S. de R.L. de C.V., a mexican corporation, dated April 8, 2014 for the use of one (1) fiber/cable tray affixed beneath Juarez Lincoln Bridge and 519 linear feet of right-of-way;

WHEREAS, Alestra S. de R.L. de C.V., has agreed to pay the greater of the amount established by this license agreement or that amount that, Alestra S. de R.L. de C.V., or a corporate affiliate, pays to any other entity to cross an international bridge located in the State of Texas; and

WHEREAS, staff finds that said license agreement is in the best interest of the City of Laredo; and

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

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

SECTION 1. The City Manager be and is authorized to grant a License Agreement by and between the City of Laredo, Texas, a municipal corporation and Alestra S. de R.L. de C.V., a mexican corporation, dated April 8, 2014 for the use of one

(1) fiber/cable tray affixed beneath the Juarez Lincoln Bridge and 519 linear feet of right-of-way, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if set out at length for all intents and purposes.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 7th DAY OF APRIL, 2014.

_____
Raul G. Salinas
Mayor

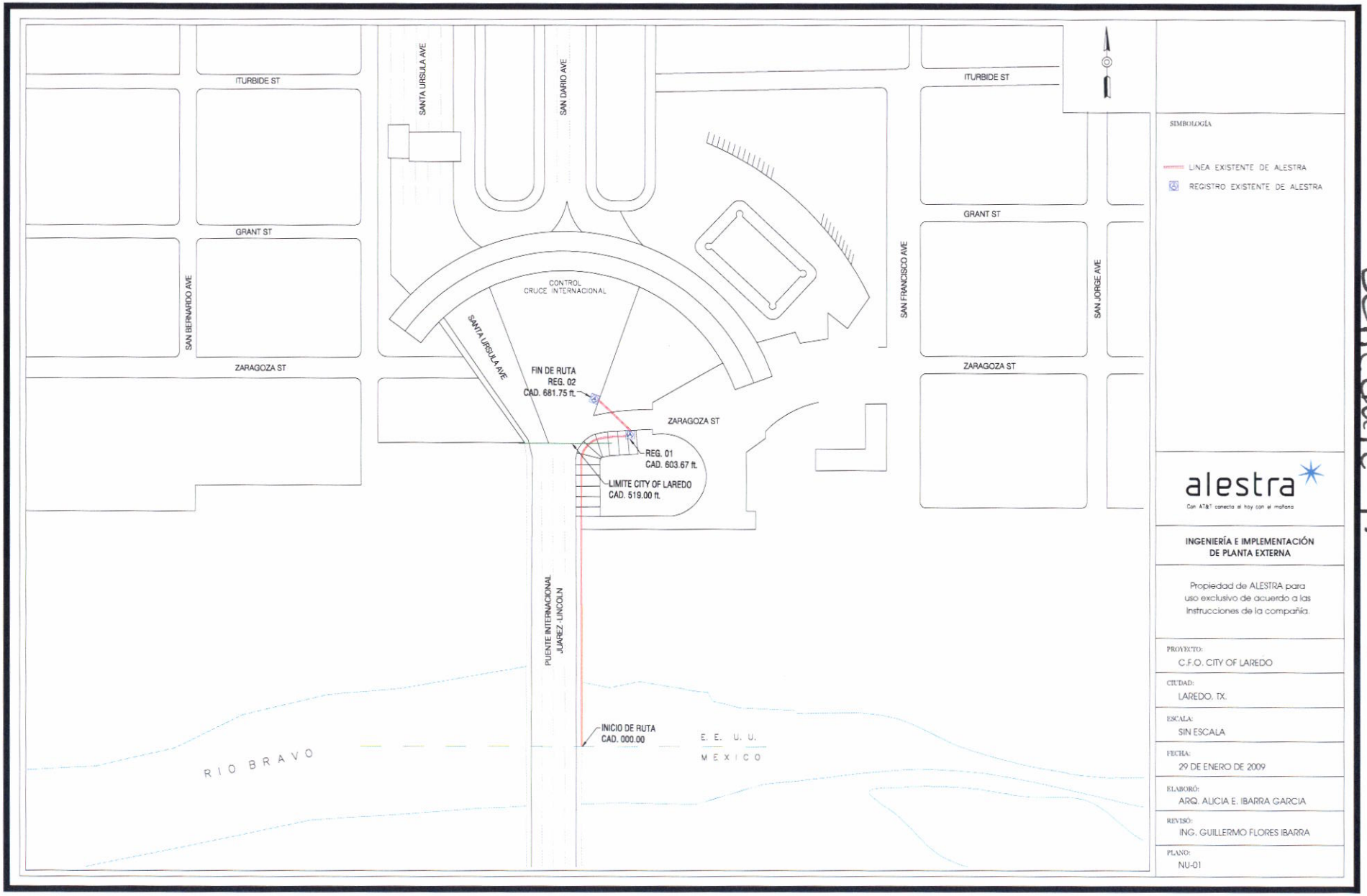
ATTEST:

_____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

BY: _____
Raul Casso
City Attorney


ITURBIDE ST
SANTA URSULA AVE
SAN DARIO AVE
ITURBIDE ST
GRANT ST
SAN BERNARDO AVE
CONTROL
CRUCE INTERNACIONAL
SAN FRANCISCO AVE
SAN JORGE AVE
GRANT ST
SANTA URSULA AVE
FIN DE RUTA
REG. 02
CAD. 681.75 ft.
ZARAGOZA ST
ZARAGOZA ST
REG. 01
CAD. 603.67 ft.
LIMITE CITY OF LAREDO
CAD. 519.00 ft.
PUENTE INTERNACIONAL
JUAREZ - LINCOLN
INICIO DE RUTA
CAD. 000.00
E. E. U. U.
MEXICO
RIO BRAVO
SIMBOLOGÍA
LINEA EXISTENTE DE ALESTRA
REGISTRO EXISTENTE DE ALESTRA
alestra
Con AT&T conecta el hoy con el mañana
INGENIERÍA E IMPLEMENTACIÓN
DE PLANTA EXTERNA
Propiedad de ALESTRA para
uso exclusivo de acuerdo a las
instrucciones de la compañía.
PROYECTO:
C.F.O. CITY OF LAREDO
CIUDAD:
LAREDO, TX.
ESCALA:
SIN ESCALA
FECHA:
29 DE ENERO DE 2009
ELABORÓ:
ARQ. ALICIA E. IBARRA GARCIA
REVISÓ:
ING. GUILLERMO FLORES IBARRA
PLANO:
NU-01

Schedule A

Introductory Ordinances **14.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Mario I. Maldonado, Jr., Bridge Manager

SUBJECT

Authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

1. Lease term is for one (1) year commencing April 1, 2014 and ending on March 31, 2015.

2. Monthly rent will be $3,090.00 for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

3. The lease may be terminated by either party with a thirty (30) day written notice.

PREVIOUS COUNCIL ACTION

On April 15, 2013 City Council authorized the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at BII.

BACKGROUND

The City of Laredo has leased property to Securitas Security Services USA, Inc., formerly known as Pinkerton Inc. and Burns International Security Services Corporation, and has never had any problems with this customer. Securitas Security Services USA, Inc. has advised of their interest to continue leasing Bridge II property at the agreed monthly rental of $3,090.00.

COMMITTEE RECOMMENDATION

Authorize the City Manager to execute lease agreement.

STAFF RECOMMENDATION

Authorize the City Manager to execute lease agreement.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	Rental Income
Account #:	553-0000-361-1052
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Attachments

Introductory Ordinance
Renewal Lease Agreement

ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT RENEWAL WITH SECURITAS SECURITY SERVICES USA, INC., FOR APPROXIMATELY 120 SQUARE FEET OF OFFICE SPACE AND AN EXCLUSIVE OFFICE ENTRY LANE OF APPROXIMATELY 1,020 SQUARE FEET AT BRIDGE II.

1. LEASE TERM IS FOR ONE (1) YEAR COMMENCING APRIL 1, 2014 AND ENDING ON MARCH 31, 2015.
2. MONTHLY RENT WILL BE $3,090.00 FOR APPROXIMATELY 120 SQUARE FEET OF OFFICE SPACE AND AN EXCLUSIVE OFFICE ENTRY LANE OF APPROXIMATELY 1,020 SQUARE FEET AT BRIDGE II.
3. THE LEASE MAY BE TERMINATED BY EITHER PARTY WITH A THIRTY (30) DAY WRITTEN NOTICE.

WHEREAS, the Bridge Manager of the Laredo Bridge System recommends that the City Council approve the attached hereto as Exhibit A, in furtherance of the development of the City owned property being part of the Laredo Bridge System; and

WHEREAS, the Bridge Manager of the Laredo Bridge System finds that Securitas Security Services USA, Inc. has advised of their interest to continue leasing Bridge II property at the agreed monthly rental of $3,090.00.

WHEREAS, the City Council finds that the proposed lease agreement renewal, copy of which is attached hereto Exhibit A, would be in the City's interest and benefit.

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

Section 1: Authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II for a term of one (1) year commencing April 1, 2014 and ending on March 31, 2015 at $3,090.00 monthly rental. A copy of said lease is attached hereto as Exhibit A, and incorporated herein.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____ DAY OF _____, 2014.

_____
Raul G. Salinas, Mayor

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: _____
ASSISTANT CITY ATTORNEY

RENEWAL LEASE AGREEMENT

This renewal lease agreement is entered effective April 1, 2014, by and between the City of Laredo, a municipal corporation (hereinafter referred to as "Lessor"), and Securitas Security Services USA, Inc., a Delaware corporation (hereinafter referred to as "Lessee").

1) Lessor leases to Lessee the following described real property: Situated in Webb County, Texas: approximately 120 square feet of office space and approximately 1,020 square feet of an exclusive lane at International Bridge II (Juarez Lincoln), City of Laredo, Webb County, Texas.

2) This renewal lease commences April 1, 2014 and ends March 31, 2015, provided, however, that the lease may be terminated by either party on a thirty (30) day written notice to the other party (the "Term" or "term").

3) Lessee shall pay a monthly rental of $3,090.00 in advance on or before the 1st day of each month during the Term.

4) The leased premises are to be used only for the processing of duty free merchandise to Mexico.

5) Lessee shall not assign or in any manner transfer this lease nor shall Lessee sublease the premises.

6) A) Lessee shall obtain and maintain throughout the term of this lease a policy of liability insurance at Lessee's sole cost and expense, insuring Lessor as well as Lessee, against any and all claims, demands and actions arising out of Lessee's use and occupancy of the leased premises, and said public liability insurance should have limits of liability of not less than $500,000.00 for damage to property, nor less than $1,000,000 for injury to or death of one or more persons in any one occurrence.

B) In addition, the Lessee is required to name the Lessor as an additional insured in the above stated policy with coverage for liability assumed by Lessee under this lease. Such insurance shall, to the extent of Lessee's indemnification obligations hereunder, contain a stipulation that this insurance, as to the interest of the City only, shall not be invalidated by any act or neglect or breach of contract by Lessee. The coverage provided by this policy shall be primary coverage and any other insurance carried by the City is excess.

C) Lessee shall furnish the City, no later than thirty (30) days following execution of this agreement, a certificate (s) of insurance as evidence that the required amounts and types of insurance are in force.

Further, Lessee covenants and agrees to fully indemnify, defend and hold harmless, the City and elected officials, agents, employees, officers, directors, agents and assigns of the City, individually, or collectively from and against any and all law suits, claims, causes of actions, including attorney's fees incurred in defense thereof, liability and other damages of any kind included, but not limited to, property damage, personal injury or death, but only to the extent the suit, claim, cause of action, liability, or damage is caused by Lessee's negligence or willful misconduct.

7) Any notice required to be given by either party shall be mailed by certified mail, return receipt requested or personally delivered via nationally recognized overnight courier service to the following addresses:

If to Lessor:
City Manager
City of Laredo
1110 Houston
P.O. Box 579
Laredo, Texas 78042-0579

If to Lessee:
Securitas Security Services USA, Inc.
Attn: Real Estate Operations
2 Campus Drive
Parsippany, N.J. 07054

8) ACCESS: The leased premises will be accessible by Lessee 24 hours per day, seven days per week, without interruption.

9) INSURANCE: LESSEE agrees to carry with an admitted insurance company or companies having a Best Insurance Guide rating of not less than A-VIII, and licensed to do business in the State of Texas, and keep in effect during the term of this Agreement, the following insurance coverages with general liability and automobile coverages for the benefit of LESSEE, but with the LESSOR shown as an additional insured, including the obligation of the insurer to defend the LESSOR, in any action covered by said insurance provided, however, such additional insured protection shall not cover any loss, damage, claim, liability, cost or expense to the extent arising from the negligent act or omission, or misconduct of LESSOR:

A) Commercial General Liability insurance in minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the agreement expires. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the LESSEE'S obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

B) Workers Compensation insurance at statutory limits, including Employers Liability coverage in minimum limits of $1,000,000 each occurrence or each accident; $1,000,000 by disease each occurrence; and $1,000,000 by disease aggregate.

C) The City of Laredo shall be named as an additional insured with respect to general and auto liability policies. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

D) LESSEE may maintain reasonable and customary deductibles, subject to approval by the City of Laredo; however, LESSEE shall have the right, at its sole election, to self-insure all or a portion (but not more than $500,000 of the commercial general liability insurance) of one or more of the risks for which insurance is required to be carried by LESSEE hereunder pursuant to a program of LESSEE that is administered by a licensed insurance company. All of the provisions of this Section 9 shall otherwise remain applicable. LESSEE shall, in accordance with standard self-insurance practices in the industry, maintain reasonably sufficient reserves to cover any losses that would have been covered by the insurance required to be carried by LESSEE pursuant to the terms of this Lease, but not for such self-insured retention.

E) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, which shall evidence the insurance coverage required hereunder.

10) LESSOR'S INDEMNIFICATION: Only to the extent allowed by law, Lessor agrees to fully indemnify, defend and hold harmless Lessee and its employees, officers, agents and representatives from any and against any and all losses, claims and causes of actions, including without limitation attorney's fees incurred in defense thereof, liability and other damages of any kind including, but not limited to, property damage, personal injury or death, but only to the extent the suit, claim ,cause of action, liability of damage is caused by Lessor's negligence or willful misconduct, or that of its elected officials, agents, employees, officers, directors, or contractors.

11) DAMAGE OR DESTRUCTION: If the leased premises (or access thereto) are partially or totally damaged by fire or other casualty, either party may, notwithstanding any provision of the lease to the contrary, terminate this lease by giving written notice to the other party to such effect within thirty (30) days after such partial damage or total destruction occurs, and Lessee's liability for rent shall cease from and after the date of such damage. Should the lease not be so terminated, the leased premises shall be restored by Lessor at its sole expense to the condition that pre-existed such damage, and abatement shall be made from the rent corresponding

with the time during which, and the extent to which, the Leased Premises cannot be used by Lessee for its intended purposes. Notwithstanding the foregoing, the restoration obligations of Lessor shall apply and neither party shall have a right to terminate this lease if any such damage is insignificant enough so as to not inhibit Lessee from continuing its business operations in the leased premises in substantially the same manner as was possible prior to such damage occurring.

12) MISCELLANEOUS: This lease shall be governed by any and interpreted in accordance with the laws of the State of Texas and venue for any action shall be in Webb County, Texas. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction in Webb County, Texas shall in no way affect the validity of any other provision hereof. This lease may not be amended, altered or otherwise changed except as mutually agreed to and executed by the parties hereto in writing.

IN WITNESS WHEREOF, a duly authorized officer of the parties hereto have executed this lease effective as of the date first above written. Lessee covenants that each page hereof has been initialed by Lessee's Director, Real Estate Operations, or bears her stamped facsimile initials.

SIGNED EFFECTIVE THE 1st DAY OF APRIL, 2014.

CITY OF LAREDO

BY: _____
Carlos Villarreal
City Manager

SECURITAS SECURITY SERVICES USA, INC.

BY: _____
Peter J. Robbins
Vice President, Operations Services
& Asst. Secretary

APPROVED AS TO FORM, by EITHER:

_____
Kristina L. Hale
Assistant City Attorney

_____
Raul Casso
City Attorney

ATTEST:

_____
Gustavo Guevara, Jr.
City Secretary

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Richard Cisneros

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-025 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 99-O-167 authorizing a CUP for a welding supply company.

BACKGROUND
BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: auto sales

Site: vacant commercial structure (formerly Matheson Tri-Gas).

Surrounding land uses: East of the site are multi-family residential, Salon nails, Cricket, single-family residential and Pronto Insurance. West of the site are Perez Garage Auto Machine Shop and El Rancherito Meat Market. North of the site are manufactured homes and single-family residences. South of the site are single-family residences, manufactured homes, multi-family residential and commercial uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Jaime Zapata Memorial Highway as an Expressway.

Letters sent to surrounding property owners: 24 In Favor: 1 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The request is in conformance with the Comprehensive Plan's designation for the area as Light Commercial. The proposed use as auto sales is allowed in a B-3 district that is compatible with the existing zones and uses in the area.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No, the established land use pattern along Jaime Zapata Memorial Highway is commercial in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, this area has B-3 districts in close proximity.

Will change adversely influence living conditions in the neighborhood?
No, there are similar uses in the area.

Are there substantial reasons why the property can not be used in accord with existing zoning?
No, the existing zone only allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION
Staff **supports** the proposed zone change.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Pictures

ORDINANCE NO. 2014-O-025

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 7, 8 AND 9, BLOCK 1723, EASTERN DIVISION, LOCATED AT 2820 JAIME ZAPATA MEMORIAL HIGHWAY, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 16, 2014, 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 February 18, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 7, 8 and 9, Block 1723, Eastern Division, located at 2820 Jaime Zapata Memorial Highway, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

2820 JAIME ZAPATA MEMORIAL HWY
COUNCIL DISTRICT 2
ZC-15-2014

REZONE FROM B1 (LIMITED COMMERCIAL DISTRICT) TO B3 (GENERAL BUSINESS DISTRICT)

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

ZONING MAP

1 inch = 100 feet
Date: 12/20/2013

2820 JAIME ZAPATA MEMORIAL HWY
COUNCIL DISTRICT 2
ZC-15-2014

REZONE FROM B1 (LIMITED COMMERCIAL DISTRICT) TO B3 (GENERAL BUSINESS DISTRICT)

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

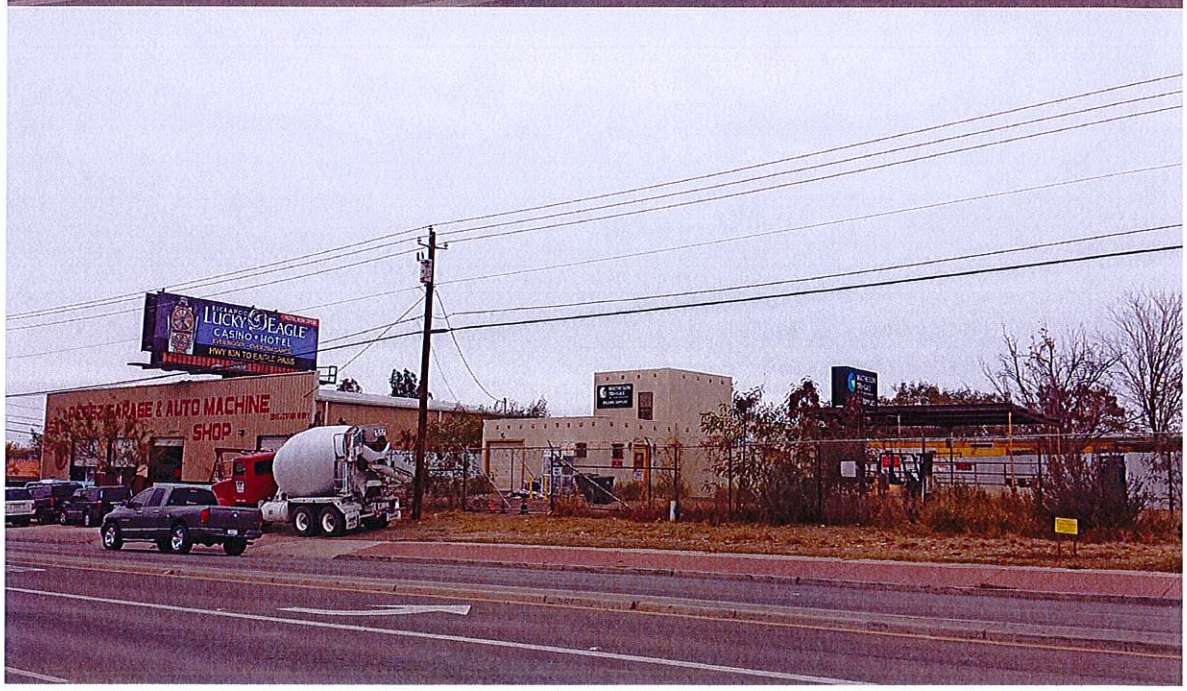
AERIAL MAP

1 inch = 100 feet
Date: 12/20/2013

ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



ZC-15-2014
2820 JAIME ZAPATA MEMORIAL HIGHWAY
PROPOSAL: B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: X & M International Inc.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-026 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance No. 2011-O-137 authorizing a Conditional Use Permit for an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder and property legal description; providing for publication and effective date. **(AS AMENDED)**

PREVIOUS COUNCIL ACTION

City Council approved Ordinance 2011-O-137 at the regular meeting of October 6, 2011.

BACKGROUND
BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: amusement redemption machine establishment

Site: Flamingo Amusement Center

Surrounding land uses: To the north are the Maple Place at Tiara apartments, and a commercial
center including Rumors Spirits and More, Castilian Royal Receptions, Down to Earth Smoke Shop,
Unique Hair and Spa, Laredo Urgent Care and Family Clinic, BMW Creative Homes, Picture Perfect
Health, El Popo, Karma Night Club and Jalapenos restaurant. To the northwest is Compass BBVA
Bank and vacant land. East of the site is Danny's Restaurant and Buffalo Wings and Rings. Single
family residences are west of the site. To the south is another commercial center including Average
Joe's, Fonda Don Martin, Medicine Shoppe Pharmacy, LSMC (Laredo Sports Medicine

Clinic), All
American Dance Studio, Bambino's Playhouse, First Class Learning Center, CEC Engineering,
condominiums, vacant land and Tony Aldape Auto Service and Tire Center.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and does not identify either Tiara Trail or Sterling Loop.

Letters sent to surrounding property owners: 96 In Favor: 0 Opposed: 4
STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits amusement
redemption machine establishments in zones B-4, M-2 and MXD. This property is currently
zoned B-1. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A)(3):
Conditional Use Permit Application Submittal Criteria states that "Applications for properties
currently zoned, B-1, B-1R, CBD, B-3, or B-4 may only seek conditional use status for those uses
permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

Staff suggests the following conditions:

1. The Conditional Use Permit shall be issued to the X & M International Inc., and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Sixty (60) parking spaces must be provided, including four (4) that are ADA compliant per the Laredo Land Development Code.
5. Parking is limited to on-site parking only.
6. The driveway on Tiara Trail is limited to ingress only, and shall be so designated with directional signage.
7. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
8. Provide a seven (7) foot opaque fence along the rear of the property abutting the residential properties to the west, and along the north side of the property from the driveway west to the property line.
9. Signage will be limited to that which is allowed in a B-1 district.
10. Banners and window signs are prohibited.
11. Strobe lights, flashing lights, and any other outdoor lighting designed to attract

attention are prohibited.
12. The sale and consumption of alcohol is prohibited.
13. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
14. The C.U.P. shall be issued for five years from date of issuance.
15. The location is limited to 240 machines.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the conditional use permit.

STAFF RECOMMENDATION

Staff **supports** the proposed conditional use permit, but not the proposed 24 hour operating hours.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Exhibits and pictures
Zoning Map
Aerial Map

ORDINANCE NO. 2014-O-026

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AMENDING ORDINANCE NO. 2011-O-137 AUTHORIZING A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1A AND 1B, BLOCK 1, SAN ISIDRO/MCPHERSON NO. 2 SUBDIVISION, LOCATED AT 9710 AND 9720 MCPHERSON ROAD BY CHANGING PERMIT HOLDER AND PROPERTY LEGAL DESCRIPTION; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION. (AS AMENDED)

WHEREAS, a request has been received for the amendment of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder, hours of operation and property legal description; 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 January 16, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on February 18, 2014, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for an amusement redemption machine establishment on Lot 1A and 1B, Block 1, San Isidro/McPherson No. 2 Subdivision, located at 9710 and 9720 McPherson Road by changing permit holder, hours of operation and property legal description.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Conditional Use Permit shall be issued to the X & M International Inc., and is non-transferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Sixty (60) parking spaces must be provided, including four (4) that are ADA compliant per the Laredo Land Development Code.
5. Parking is limited to on-site parking only.
6. The driveway on Tiara Trail is limited to ingress only, and shall be so designated with directional signage.
7. The owner must provide and maintain trees and shrubs in compliance with the Laredo Land Development Code.
8. Provide a seven (7) foot opaque fence along the rear of the property abutting the residential properties to the west, and along the north side of the property from the driveway west to the property line.
9. Signage will be limited to that which is allowed in a B-1 district.
10. Banners and window signs are prohibited.
11. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.
12. The sale and consumption of alcohol is prohibited.
13. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
14. The C.U.P. shall be issued for five years from date of issuance.
15. The location is limited to 240 machines.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.

B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

December 20, 2013

City of Laredo Planning and Zoning

1120 San Bernardo Ave

Laredo, TX 78040

Through this letter we would respectfully request of the City of Laredo Planning and Zoning Department an approval for a Conditional use Permit Application which is currently under the name of Tony Tran, to X & M INTERNATIONAL INC. for the property located at LOT 1-A & 1-B BLK 1 SAN ISIDRO/MCP.

The proposed change would be to accommodate our business at this location. By granting us approval we would be creating a direct economic impact in the city. Our business would start by hiring at least 8 employees and as our business grows we would accommodate more employees. We would also impact other businesses by having them become our vendors and suppliers.

Our business would fall under the classification of AMUSEMENT REDEMPTION MACHINE ESTABLISHEMENT with a total of 240 operating machines for the community of Laredo to enjoy. We would be operating in accordance to all local, state and federal regulations.

We would like to take this opportunity to also request that we be allowed to have our establishment open 24 hours. In order to best meet the needs of the community of Laredo.

We would cordially appreciate your assistance in this matter.

Sincerely:

12/20/13.

X & M INTERNATIONAL INC.

1919 E. SAUNDERS ST

LAREDO, TX 78041-5452

Exhibit A

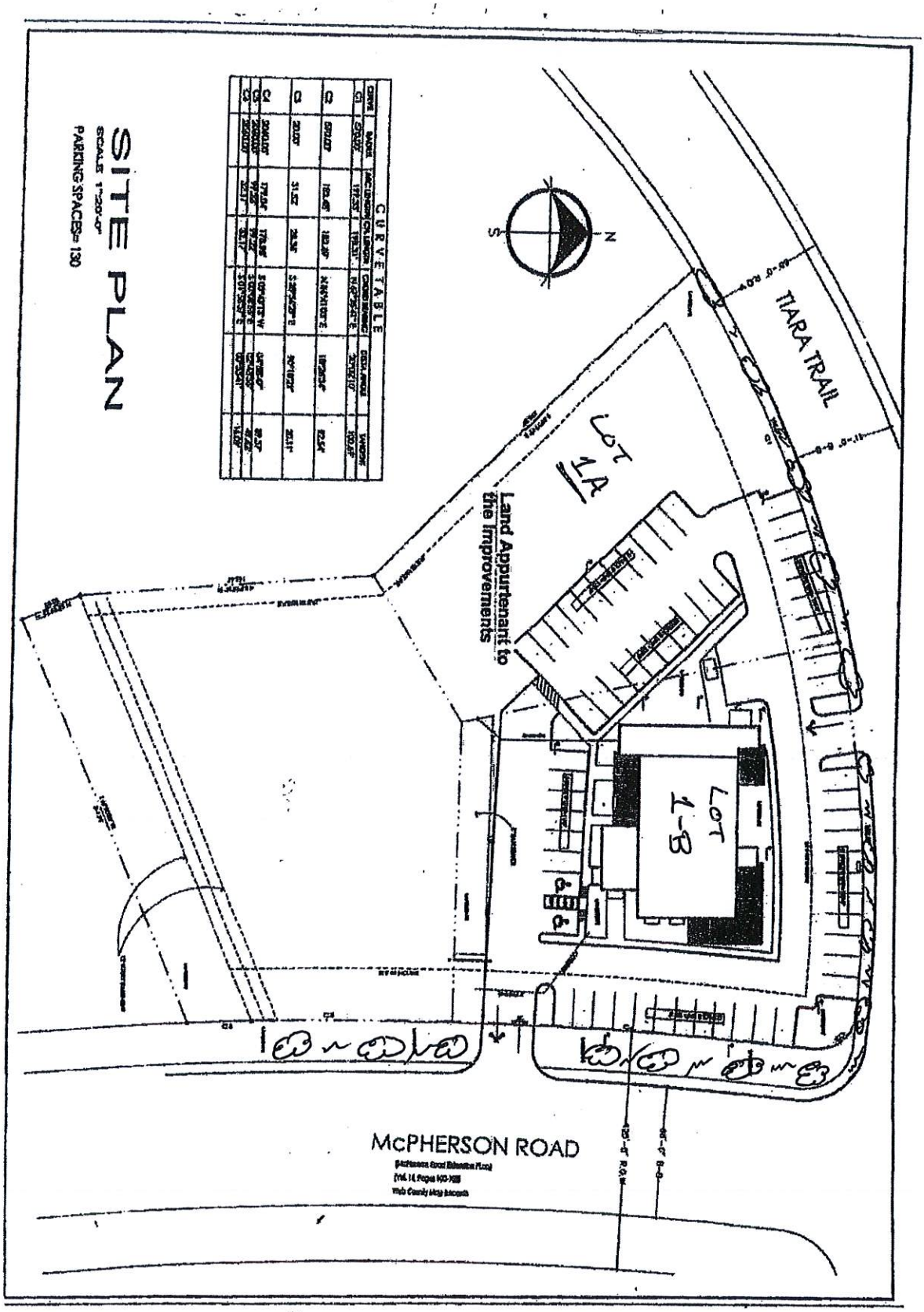

SITE PLAN
SCALE 1"=20'-0"
PARKING SPACES= 130
CURVE TABLE
TIARA TRAIL
LOT 1A
Land Appurtenant to the Improvements
LOT 1-B
McPHERSON ROAD
COMMERCIAL COMPLEX
RUBEN VALDEZ OWNER, LAREDO TEXAS
SHEET TITLE:
SITE PLAN
Grupo Ali
A-2
2 OF 9

Exhibit B

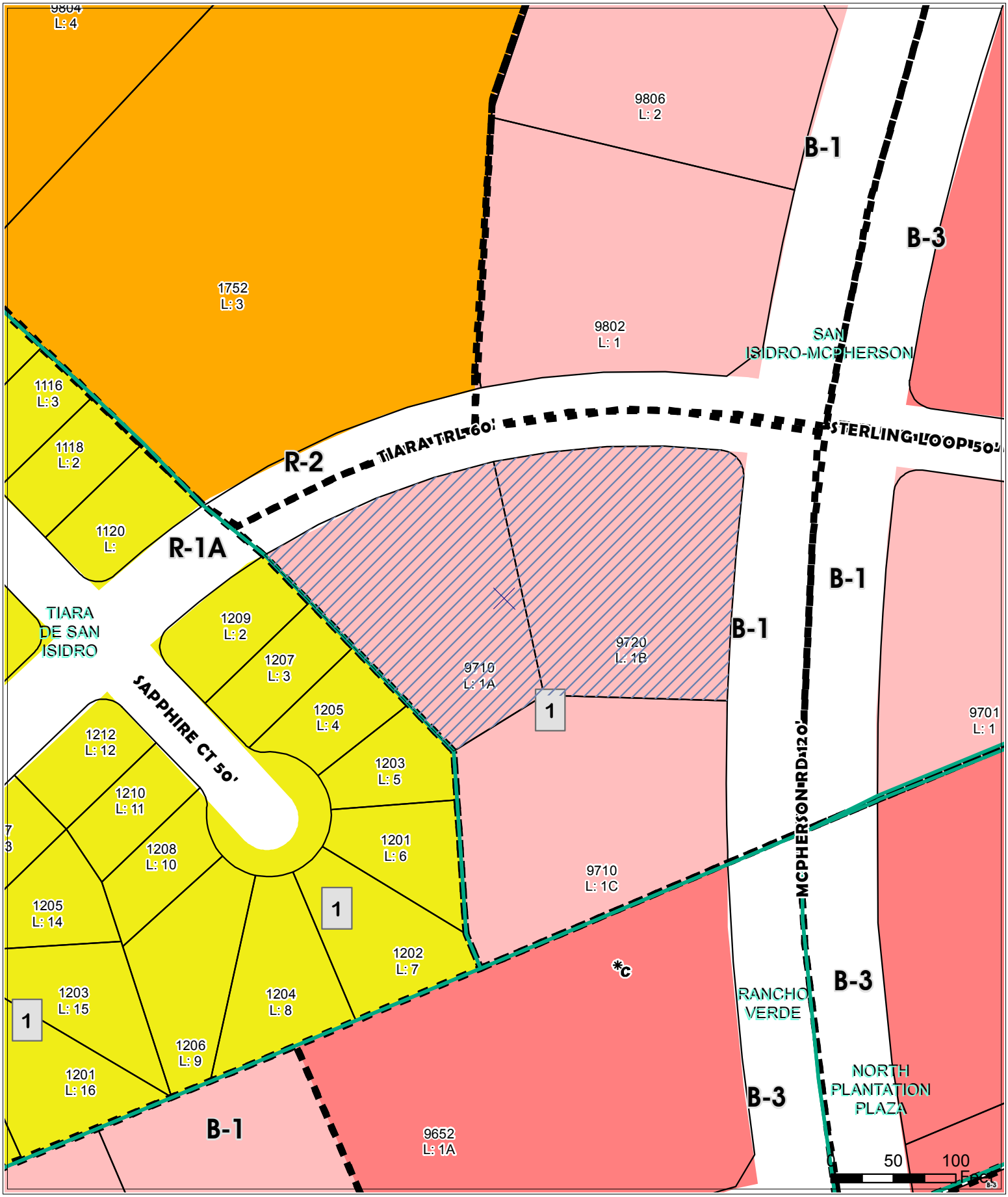
ZC-20-2014
9720 MCPHERSON ROAD
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

ZC-20-2014
9720 MCPHERSON ROAD
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

ZC-20-2014
9720 MCPHERSON ROAD
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

9720 MCPERSON RD
COUNCIL DISTRICT 6
ZC-20-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)



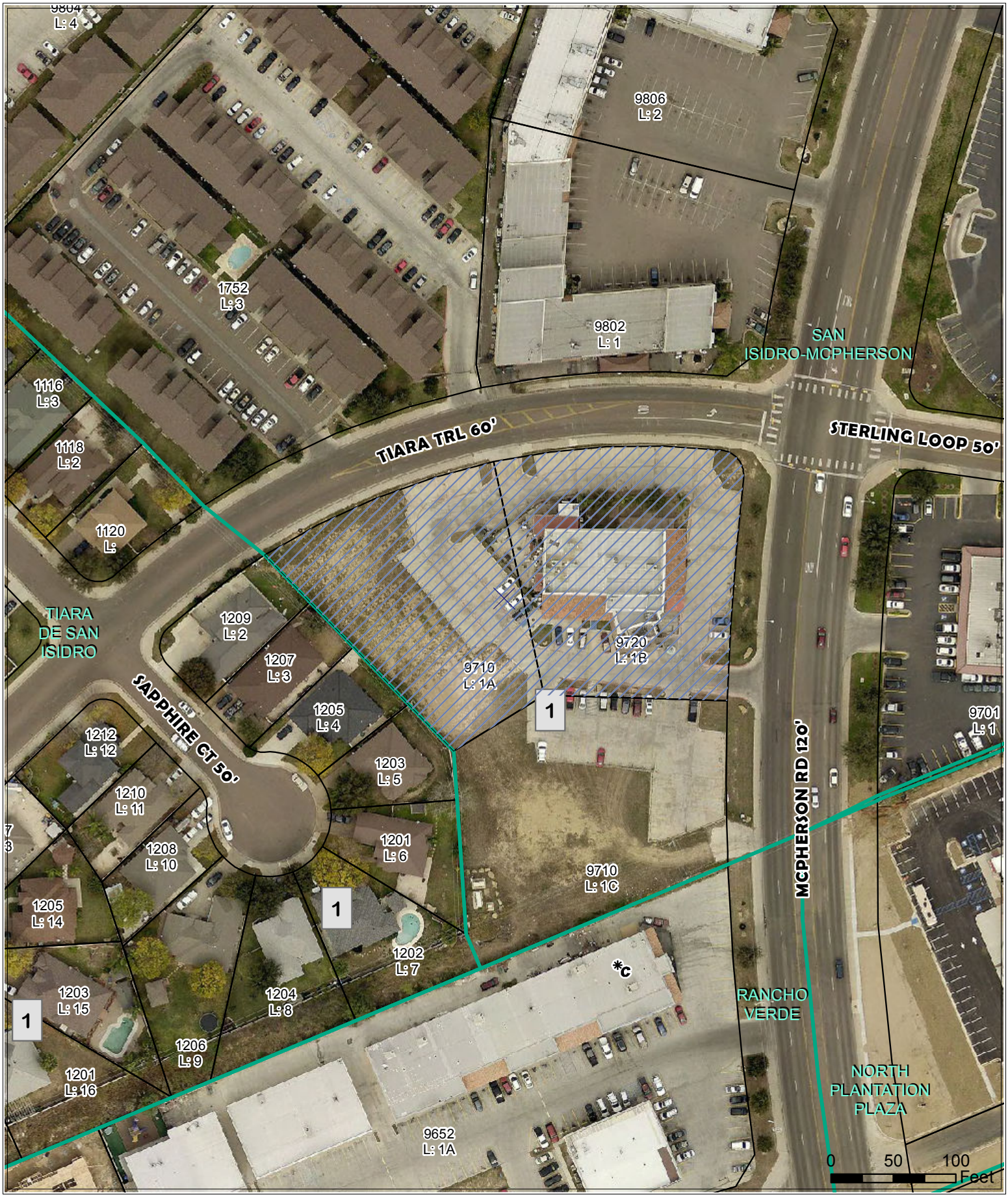
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 100 feet
Date: 12/23/2013

9720 MCPERSON RD
COUNCIL DISTRICT 6
ZC-20-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)



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

AERIAL MAP

1 inch = 100 feet
Date: 12/23/2013

Final Reading of Ordinances

City Council-Regular

Meeting Date: 03/17/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Juan Jorge Sierra and Patricio Gonzalez, applicants; Victoria Investment Properties, Inc., owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-027 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 2000-O-162 approving a CUP for a bus stop at this location at the regular meeting of June 26, 2000.

BACKGROUND

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: commercial van terminal

Site: Aguila Express

Surrounding land uses: The land south of the site includes a vacant commercial structure, Central
Internacional de Autobuses, Autobuses Americanos, Chevron Gas Station, Seguros, Casa de Cambio,
and Falcon International Bank. To the north of the site are El Express, EZ Pawn, Casa de Cambio and
Mora Optical. East of the site are Law Offices, HKG Duty Free and Interstate 35.

Comprehensive Plan: The Comprehensive Plan identifies this area as Mixed Use.

Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo Avenue as a Major Collector.

Letters sent to surrounding property owners: 16 In Favor: 0 Opposed: 0

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits commercial van terminals in zones B-4, M-2 and MXD. This property is currently zoned CBD. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (2): Conditional Use Permit Application Submittal Criteria states that "Applications for properties currently zoned, B-1, B-1R, CBD, B-3, or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1 of higher intensity."

IMPACT ANALYSIS

Is this CUP contrary to the established land use pattern?
No. The established land use pattern includes several transportation terminals in the area.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
No. The proposed use as commercial van terminal is in conformance with the Comprehensive Plan's Future Land Use's designation for the area as Mixed Use.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
No, the properties located along this section of San Bernardo Avenue are already following a pattern of commercial development.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
No, the existing district allows for sufficient commercial uses. However, a B-4 is required for commercial van terminal or a CUP if in a CBD district.

Should the Commission wish to recommend in favor of the request, staff suggests the following conditions:

1. The Conditional Use Permit shall be issued to the Juan Jorge Sierra and Patricio Gonzalez; and Victoria Investment Properties, Inc., and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.

4. Landscaping will be provided in compliance with the Laredo Land Development Code.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote , recommended **approval** of the conditional use permit.

STAFF RECOMMENDATION

Staff **supports** the proposed conditional use permit.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Exhibits and pictures
Zoning Map
Aerial Map

ORDINANCE NO. 2014-O-027

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A COMMERCIAL VAN TERMINAL ON LOT 10, BLOCK 120, WESTERN DIVISION, LOCATED AT 919 SAN BERNARDO AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 16, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on February 18, 2014, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a commercial van terminal on Lot 10, Block 120, Western Division, located at 919 San Bernardo Avenue.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Conditional Use Permit shall be issued to the Juan Jorge Sierra and Patricio Gonzalez; and Victoria Investment Properties, Inc., and is nontransferable.
2. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit “A”, which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.

4. Landscaping will be provided in compliance with the Laredo Land Development Code.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

AGUILA EXPRESS, LLC

111 N. Adams
Eagle Pass, Texas 78852

VIA HAND-DELIVERY
Mr. Nathan Bratton, Esq.
Director of Planning
City of Laredo
1110 Houston St.
Laredo, Texas 78040

RE: Detailed Narrative Describing Proposed Use for Conditional Use Permit Application at 809 Victoria St., Laredo, Texas

Dear Mr. Bratton,

Pursuant to the requirements of the aforementioned conditional use permit please find herein the "Detailed Narrative Describing Proposed Use" for the property located at 919 San Bernardo Ave. located in Downtown Laredo, Texas (hereinafter "the property").

The conditional use permit that we are applying for proposes to use the property, as a commercial van for hire terminal. Please reference the Detailed Site Plan that identifies the exact location and layout of the premises.

Aguila Express is a Texas for profit Limited Liability Corporation that is in the business of door-to-door passenger service. The primary mode of transportation for Aguila Express is with the use of late model Ford E350 Econoline vans capable of carrying 14 passengers and their luggage with their primary destination being San Antonio, Texas and the Surrounding areas.

The commercial van terminal, will have sufficient room to safely accommodate both pedestrian and vehicular traffic for purposes of picking up and dropping off of Aguila Express' patrons. The commercial van terminal will also have adequate parking regarding the same, as well as, a climate controlled waiting area and ticket booth. The manner by which the property is situated will allow vehicles to enter into the flow of traffic directly without having to reverse onto the adjacent streets.

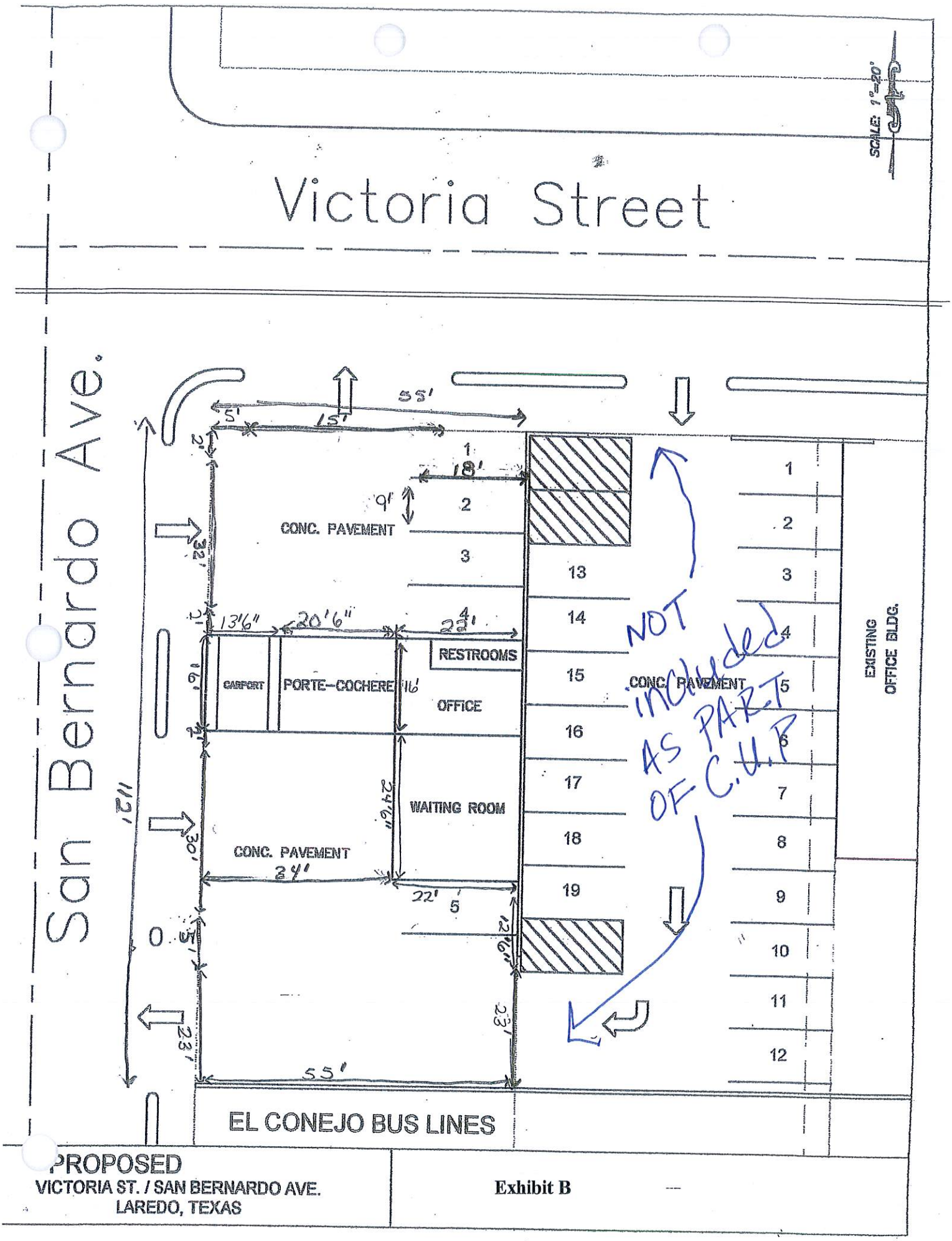
The commercial van terminal is currently ADA compliant and has designated and marked handicap parking. The property also has working bathrooms that are available to their patrons. The business will be open Monday through Sunday, 365 days a year, will have seven (7) vans, six (6) drivers and one office attendant. Not more that three (3) vans will be stored over night at this location. The other four (4)

vans will be stored in the San Antonio location. The majority of the time there will only be 1 or 2 vans at this location to pickup and drop off passengers.

Should you or the City of Laredo have any additional questions or need any additional information please do not hesitate to contact me directly at (830) 421-1878.

Very Respectfully,

Juan Jorge Sierra
President of Aguila Express, LLC



PROPOSED
VICTORIA ST. / SAN BERNARDO AVE.
LAREDO, TEXAS

Exhibit B

ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

ZC-16-2014
919 SAN BERNARDO AVENUE
PROPOSAL: C.U.P. (CONDITIONAL USE PERMIT)

919 SAN BERNARDO AVE
COUNCIL DISTRICT 8
ZC-16-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)

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

ZONING MAP

1 inch = 100 feet
Date: 12/23/2013

919 SAN BERNARDO AVE
COUNCIL DISTRICT 8
ZC-16-2014

APPLICATION
OF CUP (CONDITIONAL USE PERMIT)

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

AERIAL MAP

1 inch = 100 feet
Date: 12/23/2013

Final Reading of Ordinances

City Council-Regular

Meeting Date: 03/17/2014

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: Candido Diaz Azuara, Armando Becerra, Owner, Omar J. Buentello, Lessee

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-028 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, 3, and 12, Block 977, Western Division, and located at 3819 San Bernardo, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date. District VIII

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Cindy Liendo at the regular Council meeting of February 18, 2014.

BACKGROUND

Council District: VIII – The Honorable Cindy Liendo

Proposed use: Restaurant / Bar

Site: The site currently includes as follows, Gueli's Restaurant on Lots 1 and 2, Molina Auto Sales on Lot 3, and Santos Coy Auto Sales on Lot 12.

Surrounding land uses: North of the property are Charlie's Corona Restaurant, D & H Auto Repair, California Coffee Shop, two vacant commercial buildings, two single family residences, Vega's Interiores Mejicanos, Valero Stripes Gas Station and Convenience Store, Sanchez Tire Center, Signs and Banners, Cantu Muay-Thai Academy, Cantu Johnson Pool Store, and Loma Alta Motel. East of the property is US Interstate 35. South of the property are Sanchez Tire Services, Stone Art of Mexico, Molina Autos, Terrazas Rosales Autos, Di France, Bridal Couture, Cuevas Nacionalizacion, a vacant commercial building, Hernandez/Lopez and Sons Funeral Chapels and Funeral Parking, and two single-family residences. West of the property are La Festa de Molina, Ramco Auto Mechanics, Vidal Small Events, Rodriguez Auto Service, Battery Service, three vacant commercial buildings, one vacant lot, four single family residences, Dora Vargas and SGC Motors.

Comprehensive Plan: The Future Land Use Map recognizes this site as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies San Bernardo Avenue as a Major Collector and Interstate 35 as an Expressway. Interstate 35 is north of the property.

Letters sent to surrounding property owners: 22 In Favor: 5 Opposed: 1

COMMITTEE RECOMMENDATION

P&Z COMMISSION RECOMMENDATION:
The P & Z Commission, in a 5 to 2 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff does not support the zone change.

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits a restaurant serving alcohol in zones AE, CBD, B-4, M-I, M-2 and MXD. It is also permitted in zones R-O, B-1, and B-3, with an SUP (Special Use Permit). The property is currently zoned B-3. The proposed zone change to a B-4 district is not appropriate at this location. A B-4 district is not compatible to the surrounding zones and uses. This area is following a pattern of neighborhood service uses.

The B-4 (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal arterials and expressways/freeways. The proposed zone change is located along US Highway, but does not comply with adequate access from the Highway. Access to the proposed site is through Philadelphia Street and San Bernardo Avenue only.

Staff does not supports the proposed zone change for the following reasons:

1. The site does not comply with adequate access from Interstate Highway 35. The site has limited access through Philadelphia Street and San Bernardo Avenue.
2. The proposed zoning is not consistent with the Comprehensive Plan's future land use designation as light commercial.
3. There is limited area available to provide for parking of uses allowed in a B-4 district.

Staff does not support the proposed zone change, but a CUP for a bar in a B-3, or an SUP for a restaurant selling alcohol on a B-3 may be appropriate for this site depending

on the site plan, parking and access as required.

Some potential uses permitted in the B-4 district include but are not limited to, bars, jail (criminal detention), half-way house (criminal), tool rental (outdoor storage), truck/heavy equipment driving school, major appliances sales (outdoor), mini-storage warehouse, building materials sales, etc., which have the potential of generating significant customer traffic and therefore have higher parking requirements.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
Yes. The land use is mostly light commercial along San Bernardo Avenue and Santa Ursula, west of
Interstate 35.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. There is no existing B-4 district in the area.

Will change adversely influence living conditions in the neighborhood?
Yes, the area is a light commercial corridor.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
No. The existing B-3 (Community Business District) allows for commercial uses, to include a restaurant. However, a restaurant serving alcohol requires a Special Use Permit and a Bar requires a CUP for the current B-3 zoning district.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	
Account #:	

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance No. 2014-O-028
Zoning Map Color
Comprehensive Plan Map
Aerial Map
Color Pictures

ORDINANCE NO. 2014-O-028

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, 3, AND 12, BLOCK 977, WESTERN DIVISION, LOCATED AT 3819 SAN BERNARDO AVENUE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lots 1, 2, 3, and 12, Block 977, Western Division, located at 3819 San Bernardo Avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 16, 2014; 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 February 18, 2014, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, Lots 1, 2, 3, and 12, Block 977, Western Division, located at 3819 San Bernardo Avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

3819 SAN BERNARDO AVE
COUNCIL DISTRICT 8
ZC-18-2014

B3 (COMMUNITY BUSINESS DISTRICT)
OF B4 (HIGHWAY COMMERCIAL DISTRICT)

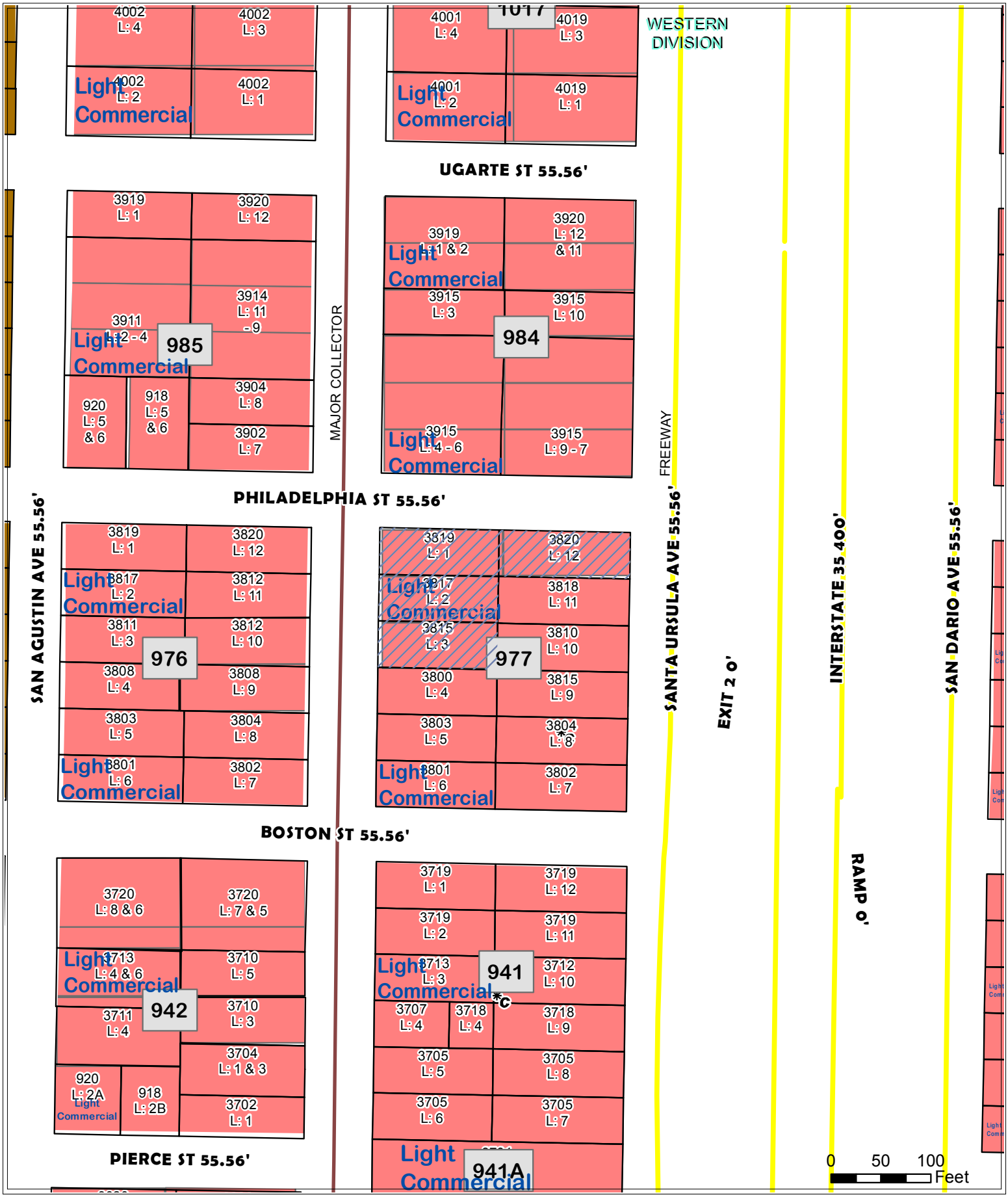
*C = Conditional Use Permit (CUP)
*S = Special Use Permit (SUP

ZONING MAP

1 inch = 125 feet
Date: 1/6/2014

3819 SAN BERNARDO AVE
COUNCIL DISTRICT 8
ZC-18-2014

B3 (COMMUNITY BUSINESS DISTRICT)
OF B4 (HIGHWAY COMMERCIAL DISTRICT)



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

FUTURE LAND USE MAP

1 inch = 125 feet
Date: 1/6/2014

3819 SAN BERNARDO AVE
COUNCIL DISTRICT 8
ZC-18-2014

B3 (COMMUNITY BUSINESS DISTRICT)
OF B4 (HIGHWAY COMMERCIAL DISTRICT)

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

AERIAL MAP

1 inch = 125 feet
Date: 1/6/2014

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-18-2014
3819 SAN BERNARDO AVENUE
PROPOSAL: B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2014-O-029 Amending the City of Laredo Health Department (CLHD) FY 2013-2014 full time equivalent positions (FTE) by creating three (3) FTE positions funded by the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver. These funds are for the implementation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The CLHD is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning) and 2) Expand Chronic Care clinic services with Disease Self Management to improve health and prevent hospitalizations.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On February 18, 2014, Council introduced the Ordinance.

BACKGROUND

The City of Laredo Health Department (CLHD) is a participant in the RHP 20 for the Texas Healthcare Transformation and Quality Improvement 1115 Waiver Program and was approved to conduct two (2) preventive health care services 1) Primary Care Expansion providing for more access for women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning and 2) Expand the Chronic Care model in primary care clinic services with Disease Self Management. This will improve healthier outcomes by having patients initiate and increase exercise, eating healthier, learning about their disease and getting peer psycho-social support. As a result of both projects this will ensure better access, early detection, disease self management especially for diabetes and hypertension and prevent hospitalizations. the CLHD is able to target persons most in need. For this effort the CLHD will receive sponsored payments each year for five (5) years while providing a 40% match through an electronic transfer of IGT (match) to receive a total of new additional funds in the amount of $3,146,734.00 over the next five (5) years. The CLHD will comply with all reporting requirements that may be mandated by the program; meet all performance metrics in the regional plan to improve preventive care and reduce unnecessary hospitalizations and help reduce complicated hospitalizations; enhance and improve preventive patient care capacity through Primary Care Expansion for preventive care in

women's health, STD/HIV, well child, prenatal care, early detection, cancer detection and family planning, and expand chronic care management to include disease self management to our primary care patients.

Resources provided through this amendment include the creation of three (3) FTE Positions (One (1) Network Systems Manager, R39, one (1) Building Maintenance Mechanic, R28, and one (1) Clerk II, R25) and for the migration of software to Microsoft 7 to prepare for the electronic medical record, improve the laboratory encounter and to build the foundation for secure and private confidential communication with the Department of State Health Services, providers and hospitals.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Ordinance.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	226-6106
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

The revenue account is 226-0000-321-6303 and the expenditure division is 226-6106.

Attachments

ORD 2014-O-029

ORDINANCE 2014-O-029

AMENDING THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) FY 2013-2014 FULL TIME EQUIVALENT POSITIONS (FTE) BY CREATING THREE (3) FTE POSITIONS FUNDED BY THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION UNDER THE TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT 1115 WAIVER. THESE FUNDS ARE FOR THE IMPLEMENTATION OF THE PREVENTIVE CARE CLINICS APPROVED THROUGH THE REGIONAL HEALTH PLAN FOR INDIGENT AND UNCOMPENSATED PREVENTIVE HEALTH CARE. THE CLHD IS IMPLEMENTING TWO (2) PROJECTS: 1) PRIMARY CARE EXPANSION (IN WOMEN'S HEALTH, STD/HIV, WELL CHILD, PRENATAL CARE, EARLY DETECTION, CANCER PREVENTION AND FAMILY PLANNING) AND 2) EXPAND CHRONIC CARE CLINIC SERVICES WITH DISEASE SELF MANAGEMENT TO IMPROVE HEALTH AND PREVENT HOSPITALIZATIONS.

WHEREAS, The City of Laredo Health Department (CLHD) as a participant in the RHP 20 for the Texas Healthcare Transformation and Quality Improvement 1115 Waiver Program; was approved to conduct two (2) preventive health care services 1) Primary Care Expansion providing for more access for women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning and 2) Expand the Chronic Care model in primary care clinic services with Disease Self Management. This will improve healthier outcomes by patients increasing exercise, eating healthier, learning about their disease and getting peer social support. As a result of both projects this will ensure better access, early detection, disease self management especially for diabetes and hypertension and prevent hospitalizations. The CLHD is able to target persons most in need; and

WHEREAS, for this effort the CLHD will receive sponsored payments each year for five (5) years while providing a 40% match through an electronic transfer of IGT (match) to receive a total of additional funds in the amount of $3,146,734.00 over the next five (5) years. The CLHD will comply with all reporting requirements that may be mandated by the program; meet all performance metrics in the regional plan to improve preventive care and reduce unnecessary hospitalizations and help reduce complicated hospitalizations; enhance and improve preventive patient care capacity through Primary Care Expansion for preventive care in women's health, STD/HIV, well child, prenatal care, early detection, cancer detection and family planning, and expand chronic care management to include disease self management to our primary care patients; and

WHEREAS, resources provided through this amendment include the creation of three (3) FTE Positions (One (1) Network Systems Manager, R39, one (1) Building Maintenance

Mechanic, R28, and one (1) Clerk II, R25) and for the migration of software to Microsoft 7 to prepare for the electronic medical record, improve the laboratory encounter and to build the foundation for secure and private confidential communication with the Department of State Health Services, providers and hospitals.

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

Section 1: The City Manager is hereby authorized to amend the City of Laredo Health Department (CLHD) FY 2013-2014 full time equivalent positions (FTE) by creating three (3) FTE positions funded by the Texas Health and Human Services Commission under the Texas Healthcare Transformation and Quality Improvement 1115 Waiver. These funds are for the implementation of the preventive care clinics approved through the regional health plan for indigent and uncompensated preventive health care. The CLHD is implementing two (2) projects: 1) Primary Care Expansion (in women's health, STD/HIV, well child, prenatal care, early detection, cancer prevention and family planning) and 2) Expand Chronic Care clinic services with Disease Self Management to improve health and prevent hospitalizations.

Section 2: The revenue account is 226-0000-321-6303 and the expenditure division is 226-6106.

Section 5: The City Manager is hereby authorized to make transfers within the budget as allowable by the Texas Health and Human Services Commission 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 _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____

KRISTINA L. HALE **ASSISTANT CITY ATTORNEY**

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta

SUBJECT

2014-O-030 Ratifying the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property.

PREVIOUS COUNCIL ACTION

This item was introduced to City Council on February 18, 2014.

BACKGROUND

In efforts to clear title issues for the transfer of World Trade Bridge properties, the City has negotiated with the Fasken family, Mines Road Development, LTD the release of reversionary rights in exchange for an easement.

Said 233.21 sq. ft. (0.0053 ac) easement is needed by the Fasken's to access an existing pump house located adjacent to City property.

The easement agreement has facilitated the release of reversionary rights held by the Fasken's on a tract of land conveyed to the City of Laredo in 1998 that is pending transfer to GSA.

This transaction will allow the City to proceed with the transfer of properties to GSA.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends passage of this ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

ord fasken 2014O030
easement agreement docs.

ORDINANCE 2014-O-030

Ratifying the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property.

WHEREAS, Mines Road Development, LTD has requested that the City of Laredo grant them an easement to access and maintain an irrigation pump house located directly adjacent to City property at the World Trade Bridge, and

WHEREAS, the granting of this easement through negotiation helps facilitate the release of reversionary rights held by Mines Road Development, LTD. on City owned World Trade Bridge property, and

WHEREAS, the City would like to clear title concerns with the current property to allow for future transfer to GSA, and

WHEREAS, it is determined to be in the best interest of the City of Laredo to convey the above-referenced easement to the Mines Road Development, LTD. as described in attached Exhibit.

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

A. To ratify the execution of an easement document agreement for the conveyance to Mines Road Development, LTD, a tract of land containing 233.21 square feet, (0.0053 ac) out of the Northwest International Bridge Plat, as recorded in Volume 22, Page 86, Map Records of Webb County, Texas. Said tract of land is more particularly described by boundary survey and metes and bounds description in the attached exhibit. The easement was requested on behalf of the Fasken family for access to an existing irrigation pump house facility located directly adjacent to City property.

B. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR
CITY SECRETARY

APPROVED AS TO FORM:

By: _____
DANIEL C. GARZA
ASST. CITY ATTORNEY

ENCROACHMENT AND EASEMENT AGREEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

Volume: 3541 Page: 831 - 851
Doc # 1188253
Doc Type: EASEMENT
Record Date: 12/10/2013 3:10:23 PM Record By: MTJ
Fees $96.00
Margie Ramirez Ibarra, Webb County Clerk

WHEREAS, the CITY OF LAREDO ("Grantor"), is the current owner of that certain 64.617 acre parcel of real property being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes ("Grantor's Parcel");

WHEREAS, MINES ROAD DEVELOPMENT, LTD., a Texas limited partnership ("Grantee") is the current owner of that certain 362.7216 acre parcel being more particularly described on Exhibit B attached hereto and made a part hereof for all purposes ("Grantee's Parcel");

WHEREAS, Grantee or its affiliate currently operates a water supply pumping facility on Grantee's Parcel in the area being depicted on Exhibit C attached hereto (the "Water Pumping Facility");

WHEREAS, an appurtenance of the Water Pumping Facility currently encroaches on Grantor's Parcel in the area depicted on Exhibit C (the "Encroachment");

WHEREAS, Grantor desires to consent to the Encroachment and Grantor wishes to grant, sell and convey an easement interest in Grantor's Parcel for the construction, maintenance and repair of the Water Pumping Facility including ingress and egress thereto to Grantee for the benefit of Grantee and the owners and tenants from time to time of the Grantee's Parcel, and Grantee wishes to receive such easement on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual benefits derived therefrom, Grantor hereby consents to the Encroachment and has granted, and by these presents does hereby grant unto Grantee, for the benefit of Grantee and the owners and tenants from time to time of the Grantee's Parcel, an easement (the "Easement") on, over, under, across, along and through that certain .0053 acre tract of land described on Exhibit D attached hereto and made a part hereof for all purposes (the "Easement Area"), said Easement being granted for the following purposes (the "Easement Purposes"): to construct, maintain, operate, repair and replace the Water Pumping Facility and its appurtenances and enclosing fences, upon and under the Easement Area.

In addition to the Easement conveyed herein, Grantee shall have the temporary right to use that portion of Grantor's Parcel lying within twenty-five feet (25') of each boundary of the Easement Area from time to time for the purposes of construction and installation of or the maintenance, repair, replacement and/or removal after installation of any improvements within the Easement Area. Upon completion of such activities, Grantee shall promptly remove from the temporary easement area all surplus material and will cause such area to be

left as nearly as practical in the condition as it existed prior to such construction, except for reasonable clearing of vegetation and other requirements for construction.

This grant is made by Grantor and accepted by Grantee subject to all matters of record, other than any deed of trust or similar commercial lien, to the extent that the same are valid and subsisting and affect the Easement Area or any part thereof. Grantor represents and warrants, however, that the Grantor's Parcel is not, as of the recordation of this Easement, encumbered by any mortgage, deed of trust, or similar lien.

Grantee's use of the Easement Area shall be limited to the Easement Purposes stated above.

Grantee, its successors and assigns shall be responsible for repairing any damage to the improvements constructed by Grantee, its successors and assigns within the Easement Area unless such damage is caused by the negligence or willful misconduct of Grantor, its affiliates, successors or assigns or any of their respective tenants, agents, employees, contractors or invitees, in which event such costs shall be borne by Grantor, its affiliates, successors or assigns. Grantee shall remove any debris resulting from its use of the Easement Area.

Whenever Grantor's or Grantee's activities shall affect the Grantor's Parcel or the Easement Area, Grantor or Grantee, as applicable, shall promptly restore the grounds so affected to as nearly as practicable the same condition in which they existed prior to such activity.

The duration of this Easement is perpetual.

This grant of Easement does not constitute a conveyance of any fee interest in the land affected by the Easement Area or any part of the minerals under the Easement Area, but grants only the Easements as described herein.

This Easement runs with the land and burdens and benefits the parties hereto and their respective successors and assigns as owners of the Grantor's Parcel and the Grantee's Parcel, as applicable.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors, legal representatives and assigns, subject to the provisions set out above, and Grantor does hereby bind itself, its successors, legal representatives and assigns to warrant and forever defend said grant unto Grantee, its successors, legal representatives and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Grantee's right to use the Easement Area is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Area in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns does not interfere with the use of the Easement Area by Grantee for the Easement Purposes, and the right to convey to others the right to use all or part of the Easement Area in

conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement.

By acceptance of this easement, Grantee agrees to the conditions, exceptions and reservations hereinabove set out.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED as of the dates of the respective acknowledgments attached hereto, but effective as of the 6 day of December, 2013.

GRANTOR:

CITY OF LAREDO

By: _____
Name: Carlos R. Villarreal
Title: City Manager

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 6 day of December, 2013 by Carlos R. Villarreal, City Manager of the City of Laredo.

RUTH G SILVA
My Commission Expires
January 28, 2014

Ruth G Silva
Notary Public, State of Texas

Ruth G. Silva
(Name – Typed or Printed)

EXHIBIT "A"

GRANTOR'S PARCEL

[ON FOLLOWING PAGE]

EXHIBIT A TO EASEMENT AND ENCROACJMENT AGREEMENT

Field notes of a tract of land containing 64.617 Acres, out of Porciones 20 & 19, and being part of Parcels 3A, 3B and 3C, as per warranty deed recorded In Volume 644, pages 799-823, and Parcel 2, as per warranty deed recorded in volume 663, pages 501-505, of the Official Public Records, Webb County, Texas, and most recently out of Lot 1, Block 1, Laredo Northwest International Bridge, recorded in Volume 22, Page 86, Map Records of Webb County, Texas.

Said 64.617 Acre Tract is located in the City of Laredo, Webb County, Texas approximately 6.4 miles north of the Webb County Justice Center and is described by metes and bounds as follows:

COMMENCING at an iron rod found at the east corner of said Lot 1, Block 1, Laredo Northwest International Bridge, along the line between Porcion 19 and Porcion 20, and at the most northerly corner of Parcel 3B (11.2751 Acres), as per warranty deed recorded in Volume 644, Pages 799-823, of the Official Public Records, Webb County, Texas;

THENCE, S15°10'27"E, a distance of 389.01 feet to an X in concrete set along the east line of said Lot 1, Block 1, Laredo Northwest International Bridge, for the POINT OF BEGINNING of this tract;

THENCE, S08°15'13"W, along the southern boundary of said Lot 1, Block 1, Laredo Northwest International Bridge, at 63.96 feet pass an iron rod with cap found for the southwest corner of a Texas Department of Transportation Right-of-Way described in Volume 698, Page 826, Official Public Records of Webb County, Texas, and the northwest corner of Lot 1, Block 1, Villas San Agustin - Unit 8, as recorded in Volume 26, Page 90, Map Records of Webb County, Texas, in all a distance of 1,090.43 feet to an iron rod with cap found for the northeast corner of Lot 2, Block 1, Amending Plat Villas San Agustin Unit 3, as recorded in Volume 30, Pages 1—5, Map Records of Webb County, Texas;

THENCE, S79°08'36"W, along said Lot 2, a distance of 1,217.99 feet to an iron rod with cap found for an interior corner and point of deflection to the left;

THENCE, S77°58'10"W, along said Lot 2, a distance of 310.31 feet to an iron rod with cap found for an interior corner and point of deflection to the left;

THENCE, S74°16'50"W, a distance of 357.27 feet to an iron rod with cap found for an interior corner and point of deflection to the left;

THENCE, N72°02'38"E, at 165.28 feet pass a 5/8" iron rod with cap set, in all a distance of 185.28 feet for the southwest corner of this tract;

THENCE, N36°53'57"W, leaving the southern line of said Lot 1, Block 1, Laredo Northwest International Bridge, at 10.00 feet pass a 5/8" iron rod with cap set, in all a distance of 738.39 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the right;

THENCE, N30°40'18"E, a distance of 104.09 feet to an X in concrete set for an interior corner and point along a curve to the left with a radius of 420.00 feet, a delta of 12°38'14", tangent of 46.51 feet, chord bearing of N65°38'57"W, and chord distance of 92.45 feet;

THENCE, along said curve to the left, a distance of 92.64 feet to an X in concrete set for an exterior corner and point of curvature of a curve to the right with a radius of 15.00 feet, a delta of 65°43'49", tangent of 9.69 feet, chord bearing of N39°06'09"W, and chord distance of 16.28 feet;

THENCE, along said curve to the right, a distance of 17.21 feet to an X in concrete set for a point of tangency, and comer of this tract;

THENCE, N06°13'05"W, a distance of 138.25 feet to an X in concrete set for the northwest corner of this tract;

THENCE, N60°27'15"E, a distance of 239.50 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the right;

THENCE, N67°13'08"E, a distance of 726.22 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the right;

THENCE, S22°46'53"E, a distance of 79.67 feet to a 5/8" iron rod with cap set for an exterior corner and point of deflection to the left;

THENCE, N67°13'07"E, a distance of 1,347.78 feet to an X set on top of a concrete retaining wall for an exterior corner and point of deflection to the right;

THENCE, S22°46'53"E, a distance of 64.78 feet to an X in concrete set for an interior corner and point of deflection to the left;

THENCE, S85°30'25"E, a distance of 137.26 feet to an X in concrete set for an exterior corner and point of deflection to the right;

THENCE, S76°33'56"E, a distance of 265.60 feet to an X in concrete set for an exterior corner and point of deflection to the right;

THENCE, S61°32'35"E, a distance of 118.78 feet to the POINT OF BEGINNING of this tract, containing 64.617 acres.

EXHIBIT "B"

GRANTEE'S PARCEL

[ON FOLLOWING PAGE]

EXHIBIT B TO EASEMENT AND ENCROACHMENT AGREEMENT

362.7216 ACRES

LEGAL DESCRIPTION OF A 362.7216 ACRE PARCEL OF LAND OUT OF A 1530.61 ACRE PARCEL OF LAND BEING SITUATED IN PORCION 20, ABSTRACT 48, ORIGINAL GRANTEE BAUTISTA GARCIA AND PORCION 21, ABSTRACT 49, ORIGINAL GRANTEE LEONARDO GARCIA AND SURVEY 2415, F. AND I. FARIAS ORIGINAL GRANTEES, RECORDED ON THE DATE OF FEBRUARY 13, 1996, IN VOLUME 382, PAGES 899-904, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS.

Beginning at a found concrete monument situated on the west line of F.M. 1472 Right-of-Way recorded in Volume 406, Page 73, Deed Records of Webb County, Texas, being the northeast corner of Bustamante Tract, recorded in Volume 380, Page 534, Deed Records of Webb County, Texas for the POINT OF BEGINNING of this 362.7216 acre parcel and the southeasterly corner hereof;

Thence, S67°45'34"W, along the common division line of herein described parcel and said Bustamante Tract, a distance of 308.42 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G" being the northwesterly corner of said Bustamante Tract and the northeasterly corner of Deerfield-Phase IV recorded in Volume 18, Page 28, Plat Records of Webb County, Texas, for a point of deflection hereof;

Thence, S67°33'33"W, along the common division line of herein described parcel and said Deerfield-Phase IV Plat, a distance of 1356.76 feet to a found ½ inch iron rod being the northwesterly corner of said Deerfield-Phase IV Plat and the northeasterly corner of Deerfield-Phase VI recorded in Volume 18, Page 37, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase VI Plat, a distance of 387.31 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

Thence, S67°44'43"W, along the common division line of herein described parcel and said Deerfield-Phase VI Plat, a distance of 22.67 feet to a found concrete monument being the northwesterly corner of said Deerfield-Phase VI Plat and the northeasterly corner of Deerfield-Phase IV-Replat recorded in Volume 22, Page 43, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase IV-Replat, a distance of 260.00 feet to a found ½ iron rod being the

northwesterly corner of said Deerfield-Phase IV-Replat and the northeasterly corner of Deerfield-Phase I recorded in Volume 14, Page 59, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase I Plat, a distance of 442.75 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

Thence, S67°50'25"W, along the common division line of herein described parcel and said Deerfield-Phase I Plat, a distance of 729.09 feet to a found concrete monument being the northwesterly corner of said Deerfield-Phase I Plat and the northeasterly corner of Deerfield-Phase II recorded in Volume 17, Page 48, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-Phase II Plat, a distance of 732.53 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

Thence, S68°04'54"W, along the common division line of herein described parcel and said Deerfield-Phase II Plat, a distance of 545.46 feet to a found ½ inch iron rod being the northwesterly corner of said Deerfield-Phase II Plat and the northeasterly corner of Deerfield Land Development, L.C. recorded in Volume 499, Page 271, Official Public Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield Land Development Tract, a distance of 205.86 feet, for a point of deflection hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said Deerfield Land Development Tract:

S28°16'49"W, a distance of 143.55 feet, for a point of deflection hereof;

S42°17'51"W, a distance of 212.86 feet, for a point of deflection hereof;

S00°16'41"W, a distance of 125.19 feet to a point being the most westerly corner of said Deerfield Land Development Tract and a northerly corner of Deerfield-UISD recorded in Volume 14, Page 74, Plat Records of Webb County, Texas, continuing on the same bearing and along the common division line of herein described parcel and said Deerfield-UISD Plat, a distance of 23.65 feet, for a point of deflection hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said Deerfield-UISD Plat:

S20°06'06"W, a distance of 92.97 feet, for a point of deflection hereof;

S05°52'42"W, a distance of 239.42 feet, for a point of deflection hereof;

N48°02'28"W, a distance of 100.87 feet, for a point of deflection hereof;

N81°37'50"W, a distance of 170.65 feet for a point of deflection hereof;

N58°11'16"W, a distance of 107.39 feet, for a point of deflection hereof;

N62°56'28"W, a distance of 115.92 feet, for a point of deflection hereof;

S43°55'05"W, a distance of 55.10 feet, for a point of deflection hereof;

S28°39'56"W, a distance of 137.70 feet, for a point of deflection hereof;

S35°23'22"W, a distance of 241.24 feet to a found ½ inch iron rod for a point of deflection hereof;

S48°56'10"W, a distance of 200.85 feet to a point being the most westerly corner of said Deerfield-UISD Plat, continuing along the same bearing, a distance of 43.16 feet, for a point of deflection hereof;

Thence, along the following points of deflection;

S60°14'50"W, a distance of 136.42 feet, for a point of deflection hereof;

N75°54'25"W, a distance of 34.56 feet, for a point of deflection hereof;

N68°56'02"W, a distance of 68.76 feet, for a point of deflection hereof;

N27°51'29"E, a distance of 95.99 feet, for a point of deflection hereof;

N50°38'46"W, a distance of 101.06 feet, for a point of deflection hereof;

N42°16'48"W, a distance of 84.74 feet, for a point of deflection hereof;

N57°31'21"W, a distance of 49.56 feet, for a point of deflection hereof;

S61°47'43"W, a distance of 114.32 feet, for the most westerly southwest corner hereof;

Thence, along the following points of deflection with the meanders of the bank of the Rio Grande River:

N21°17'38"W, a distance of 705.50 feet, for a point of deflection hereof;

N25°01'02"W, a distance of 531.98 feet, for a point of deflection hereof;

N05°19'54"E, a distance of 258.82 feet, for a point of deflection hereof;

N11°28'21"W, a distance of 608.46 feet, for a point of deflection hereof;

N13°46'56"W, a distance of 500.58 feet, for a point of deflection hereof;

N05°42'40"W, a distance of 336.68 feet, for a point of deflection hereof;

N12°22'32"W, a distance of 169.46 feet, for a point of deflection hereof;

N21°44'44"W, a distance of 367.25 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G" situated on the south property line of the International Bridge IV Property recorded in Volume 644, Page 799, Official Public Records of Webb County, Texas, for the most northerly northwest corner hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said International Bridge IV Property:

N66°50'18"E, a distance of 40.09 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

S23°23'23"E, a distance of 68.80 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

S54°05'43"E, a distance of 535.47 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

S52°30'45"E, a distance of 299.66 feet to a found 1/2 inch iron rod, for an interior corner hereof;

N72°01'54"E, a distance of 402.04 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

N74°16'06"E, a distance of 357.27 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

N77°57'26"E, a distance of 310.31 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

N79°07'52"E, a distance of 1,217.99 feet to a found 1/2 inch iron rod, for an interior corner hereof;

N08°14'57"E, a distance of 1,026.28 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for an exterior corner hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and the Bob Bullock Loop Right-of-Way recorded in Volume 712, Page 1, Official Public Records of Webb County, Texas:

S75°38'00"E, a distance of 388.58 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

S14°22'00"W, a distance of 31.76 feet to a set 1/2 inch iron rod with yellow plastic cap marked

"R&G", for a point of deflection hereof;

S75°38'00"E, a distance of 100.00 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

N41°42'59"E, a distance of 35.75 feet to a set railroad spike, for a point of deflection hereof;

S75°38'00"E, a distance of 87.56 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of curve of a non tangent curve hereof;

Thence, along a curve to the left, with a chord bearing N85°37'51"E, 1,902.22 feet, subtended by an arc with a radius of 2991.86 feet, a distance of 1935.81 feet for the common division line of herein described parcel and said Bob Bullock Loop Right-of-Way to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for a point of deflection hereof;

Thence, along the following points of deflection for the common division line of herein described parcel and said Bob Bullock Loop Right-of-Way:

N67°15'16"E, a distance of 768.74 feet to a found 1/2 inch iron rod, for a point of deflection hereof;

S76°20'31"E, a distance of 91.10 feet to a found 1/2 inch iron rod, for the most easterly northeast corner hereof;

Thence, S22°24'48"E, along the common division line of herein described parcel and the west line of said F.M. 1472 Right-of-Way, a distance of 155.21 feet to a found 1/2 inch iron rod being the most easterly northeast corner of the City of Laredo Fire Station Property recorded in Volume 1489, Page 886, Official Public Records of Webb County, Texas, and Volume 950, Page 849, Real Property Records of Webb County, Texas, for an exterior corner hereof;

Thence, N67°24'47"W, along the common division line of herein described parcel and said City of Laredo Fire Station Tract, a distance of 21.21 feet to a found 1/2 inch iron rod for a point of deflection hereof;

Thence, S67°35'15"W, along the common division line of herein described parcel and the north line of said City of Laredo Fire Station Tract, a distance of 280.16 feet to a set 1/2 inch iron rod with yellow plastic cap marked "R&G", for an interior corner hereof;

Thence S22°24'48"E, along the common division line of herein described parcel and the west line of said City of Laredo Fire Station Tract, a distance of 295.54 feet to a found 1/2 inch iron rod for an interior corner hereof;

Thence N67°35'15"E, along the common division line of herein described parcel and the south line of said City of Laredo Fire Station Tract, a distance of 295.16 feet to a found 1/2 inch iron rod, for an exterior corner hereof;

Thence S22°24'48"E, along the common division line of herein described parcel and the west line of said FM 1472 Right-of-Way, a distance of 1,477.44 feet for said POINT OF BEGINNING, containing within these metes and bounds 362.7216 acres of land, more or less.

BASIS OF BEARINGS: NAD 83/NAVD88, State Plane 4205 Coordinates, Grid

EXHIBIT "C"

WATER PUMPING FACILITY AND ENCROACHMENT

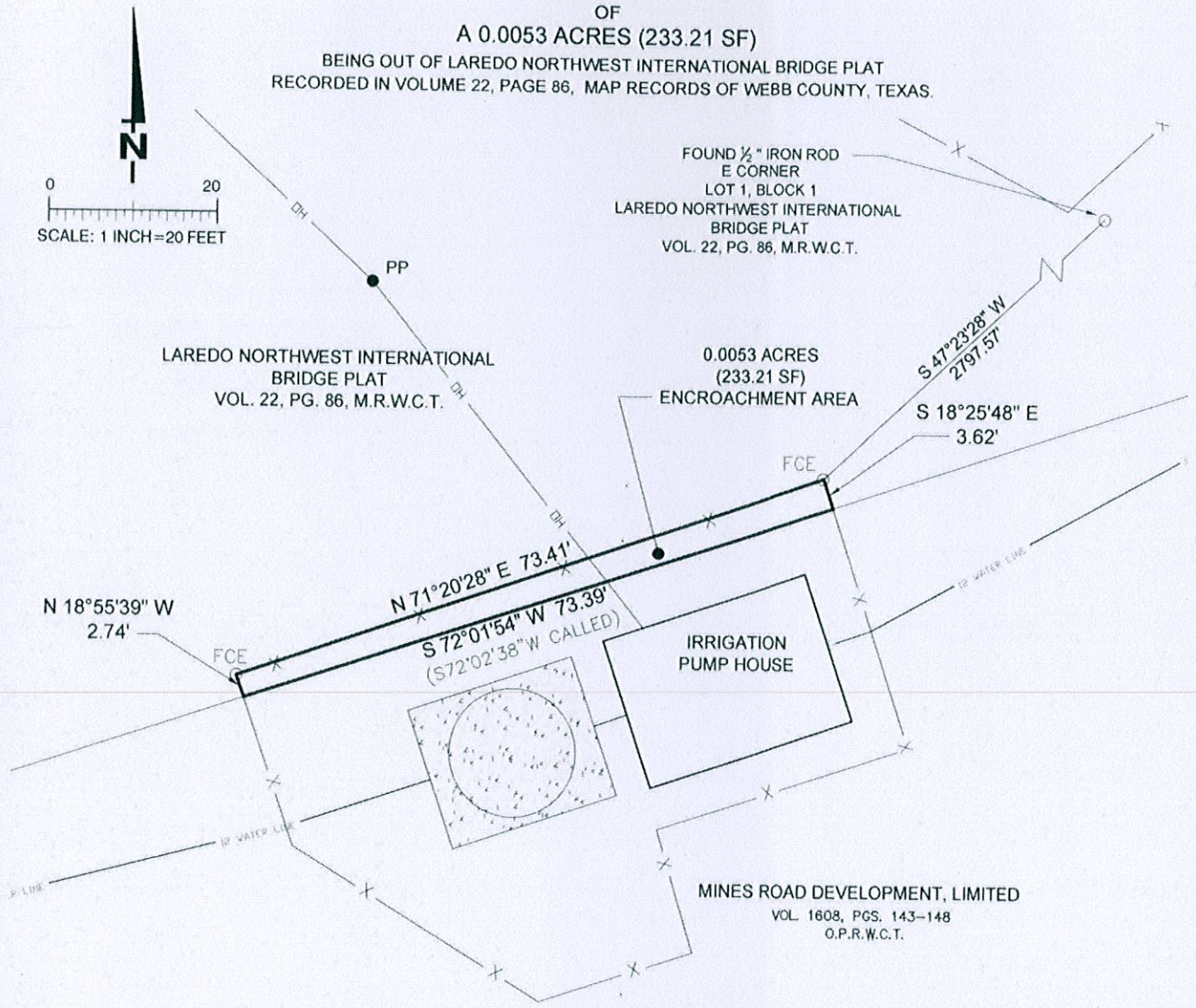
[ON FOLLOWING PAGE]

SURVEY

OF

A 0.0053 ACRES (233.21 SF)

BEING OUT OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT
RECORDED IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS.



BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

REFERENCE BEARING: SOUTH BOUNDARY LINE OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT OF RECORD IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS, DESCRIBED AS S72°02'38"W AND DETERMINED ON THE GROUND TO BE S72°01'54"W AS SHOWN ON THIS SURVEY

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

7-4-13

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

	ENCROACHMENT AREA
X	CHAIN LINK FENCE
OH	OVERHEAD POWER LINE
12" WATER LINE	12" WATER LINE
FCE	FENCE POST
PP	POWER POLE
	CONCRETE

LEGEND

NEW LOCATION PUMP HOUSE.dwg
GILP-HALF-BLK.ctb
DRAWN BY: Y.O.
CHECKED BY: E.L.O.

SHEET NO.
1 OF 1

IRRIGATION PUMP HOUSE ENCROACHMENT AREA EXHIBIT

LAREDO, TEXAS

0.0053 ACRES (233.21 SF)

DATE: 07-03-2013
REVISION

GILPIN ENGINEERING COMPANY
101 W. Hillside Road, Ste. 8
Laredo, Texas 78041
Texas Registered Firm F-9256
Ph. (956) 753-2210
Ph. (956) 753-2212
Fax (956) 753-2213

EXHIBIT "D"

EASEMENT AREA

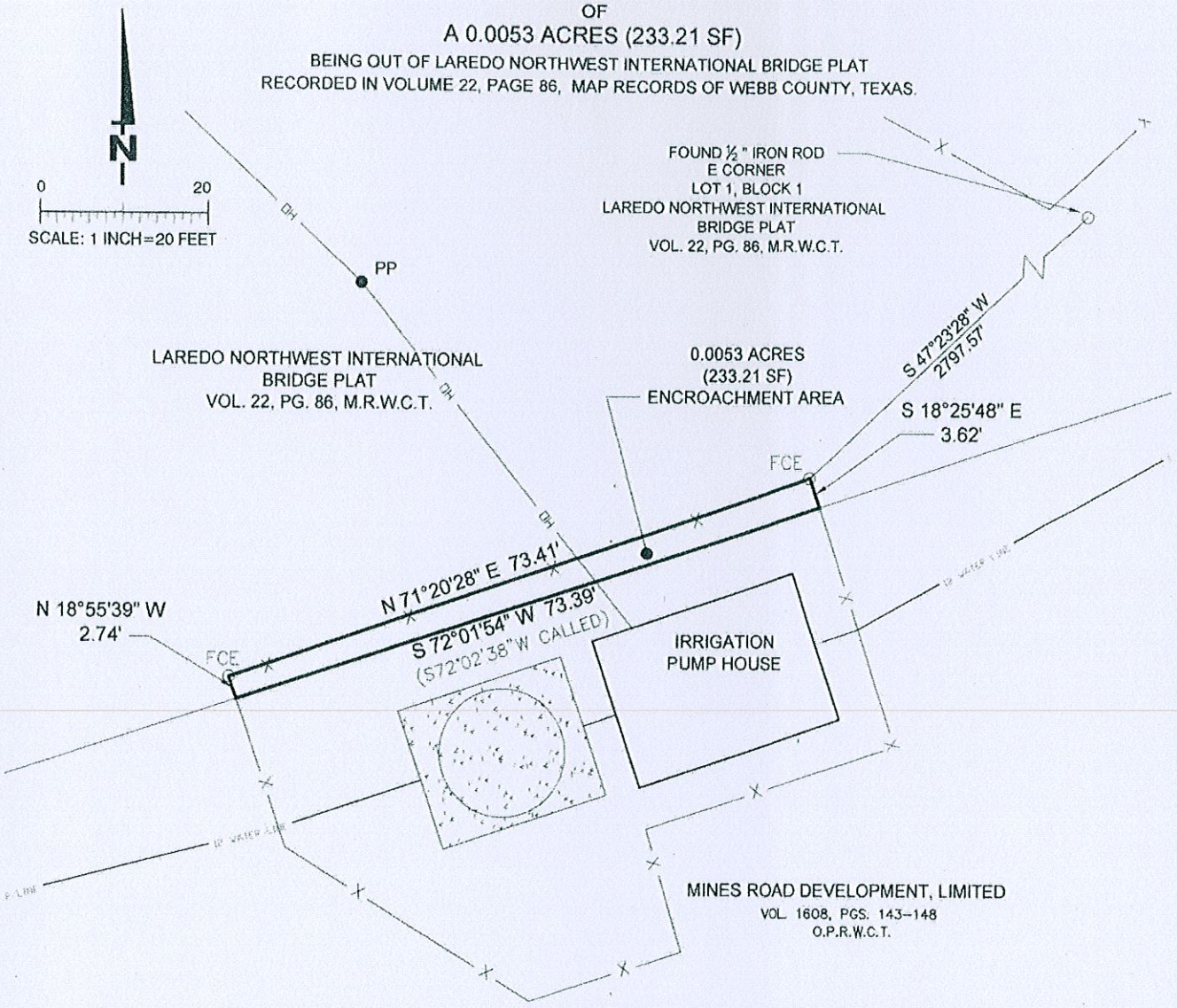
[ON FOLLOWING PAGE]

SURVEY

OF

A 0.0053 ACRES (233.21 SF)

BEING OUT OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT
RECORDED IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS.



———	ENCROACHMENT AREA
——X——X——	CHAIN LINK FENCE
——OH——OH——	OVERHEAD POWER LINE
——12" WATER LINE——	12" WATER LINE
FCE ○	FENCE POST
● PP	POWER POLE
	CONCRETE

LEGEND

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

REFERENCE BEARING: SOUTH BOUNDARY LINE OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT OF RECORD IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS, DESCRIBED AS S72°02'38"W AND DETERMINED ON THE GROUND TO BE S72°01'54"W AS SHOWN ON THIS SURVEY

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

7-4-13

NEW LOCATION PUMP HOUSE.dwg
GILP-HALF-BLK.ctb
DRAWN BY: Y.O.
CHECKED BY: E.L.O.

SHEET NO.
1 OF 1

IRRIGATION PUMP HOUSE
ENCROACHMENT AREA EXHIBIT

LAREDO, TEXAS

0.0053 ACRES (233.21 SF)

DATE: 07-03-2013
REVISION

GILPIN ENGINEERING COMPANY
101 W. Hillside Road, Ste. 8
Laredo, Texas 78041
Texas Registered Firm P-9266
Ph. (956) 753-2210
Ph. (956) 753-2212
Fax (956) 753-2213

STATE OF TEXAS *
COUNTY OF WEBB *
ENCROACHMENT AREA
0.0053 ACRES (233.21 SF)

METES AND BOUNDS OF A 0.0053 ACRE TRACT OF LAND, MORE OR LESS, FOR AN ENCROACHMENT AREA, INTO THE LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT, RECORDED IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod being the easterly corner of Lot 1, Block 1 of said Laredo Northwest International Bridge Plat.

Thence, S47°23'28"W, a distance of 2797.57 feet to a fence post, for the **POINT OF BEGINNING** of this 0.0053 acre tract of land and the **northeasterly corner** hereof;

Thence, S18°25'48"E, with the easterly line of herein described tract, a distance of 3.62 feet to a point situated on the common division line between said Laredo Northwest International Bridge Plat and the remainder of Mines Road Development Property, recorded in Volume 1608, Pages 143-148, Official Public Records of Webb County, Texas, for the **southeasterly corner** hereof;

Thence, S72°01'54"W, with the common division line between said Laredo Northwest International Bridge Plat and the remainder of said Mines Road Development Property, a distance of 73.39 feet for the **southwesterly corner** hereof;

Thence, N18°55'39"W, with the westerly line of herein described tract, a distance of 2.74 feet to a fence post, for the **northwesterly corner** hereof;

Thence, N71°20'28"E, with the northerly line of herein described tract, a distance of 73.41 feet for said **POINT OF BEGINNING,** containing within these metes and bounds 0.0053 acres (233.21 SF) more or less.

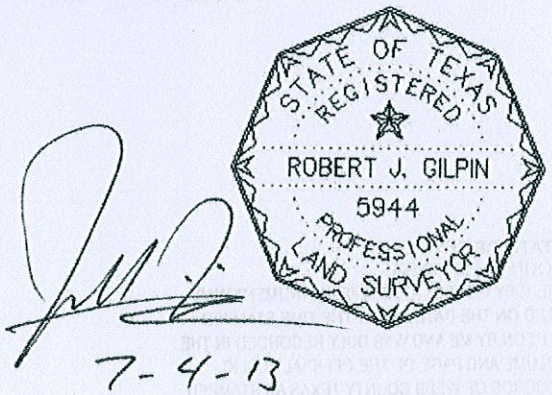
BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

REFERENCE BEARING: SOUTH BOUNDARY LINE OF LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT OF RECORD IN VOLUME 22, PAGE 86, MAP RECORDS OF WEBB COUNTY, TEXAS, DESCRIBED AS S72°02'38"W AND DETERMINED ON THE GROUND TO BE S72°01'54"W AS SHOWN ON THIS SURVEY

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL



7-4-13

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta

SUBJECT

2014-O-031 Authorizing the City Manager to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft. out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility.

PREVIOUS COUNCIL ACTION

This item was introduced to City Council on February 18, 2014.

BACKGROUND

The City is requesting an access easement for joint use of driveway improvements belonging to BBVA Compass Bank located at 2615 S. Zapata Highway and directly adjacent to the new S. Laredo Library.

This easement will allow for the City to connect Library parking improvements to the existing driveway for convenient access.

BBVA Compass Bank has agreed to share use of the driveway through an easement agreement with share maintenance costs. Any additional construction costs shall be borne by the City.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends passage of this ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None.

Attachments

Ord. 2014O031

Driveway easement agreement

ORDINANCE 2014-O-031

Authorizing the City Manager to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft. out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility.

WHEREAS, the City of Laredo is constructing a new Library in South Laredo, and

WHEREAS, access and a driveway connection is needed for the facility parking improvements, and

WHEREAS, BBVA Compass Bank located adjacent to the new Library has agreed to provide the City an access easement and shared driveway, and

WHEREAS, the City finds it is in its best interest to accept this easement.

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

1. The City Manager is authorized to execute easement documents for the acceptance of a driveway access easement provided by BBVA Compass Bank for shared access to the South Laredo Library. Said easement contains 1,711.82 sq. ft. out of a 0.9545 acre tract of land owned by Compass Bank and located at 2615 South Zapata Highway and is further described in the agreement attached as an exhibit.

2. The acceptance of this easement will allow for joint use and access to the Bank and City Library facility.

3. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR
CITY SECRETARY

APPROVED AS TO FORM:

By: _____
DANIEL C. GARZA
ASST. CITY ATTORNEY

AFTER RECORDING RETURN TO:
BBVA Compass
15 South 20th Street, Suite 1802
Birmingham, Alabama 35233
Attn: E. Hayes Arendall

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and between THE CITY OF LAREDO, TEXAS, a Texas municipal corporation (the "City"), and COMPASS BANK, an Alabama banking corporation, d/b/a BBVA Compass ("Compass").

RECITALS

A. The City owns certain real property, referenced as Tract A in Exhibit 1 and by this reference incorporated herein (the "City Parcel"); and

B. Compass owns certain real property, referenced as Tract B in Exhibit 1 ("Compass Parcel"); and

C. The City Parcel and the Compass Parcel are adjacent to one another and will share an access driveway to State Highway 83. The City desires to obtain a non-exclusive easement over, across, under and through a portion of the Compass Parcel for the purpose of pedestrian and vehicular ingress and egress, and the related construction, installation, maintenance, repair, replacement, and use of a driveway (the "Driveway"), and Compass is willing to grant and convey such an easement pursuant to the terms and conditions set forth herein. The access easement area is shown as Tract C on Exhibit 1 and by this reference incorporated herein("Access Easement Area"); and

D. The parties desire to enter into this Agreement to grant mutual and reciprocal easements each to the other and to provide for the maintenance of the Access Easement Area.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

a. The City hereby grants and conveys to Compass, its successors and assigns, an easement for vehicular and pedestrian ingress and egress over, across and through that portion of Access Easement Area which is located on the City Parcel.

b. Compass hereby grants and conveys to the City, its successors and assigns, an easement for vehicular and pedestrian ingress and egress over, across and through that portion of the Access Easement Area which is located on the Compass Parcel. Additionally, Compass hereby grants the City a temporary construction easement over the Access Easement Area and the construction easement area (as depicted on Exhibit C) (the "Construction Easement Area") for purpose of completing such Improvements (as defined below).

2. Purpose. The City agrees to construct, at its sole cost and expense, the remaining portion of the Driveway, sidewalks and any curbs and landscaping reasonably necessary, which lie within the Access Easement Area (collectively, the "Improvements"). The City agrees to construct the Improvements in a good and workmanlike manner and in accordance with all applicable laws, ordinances and statutes. During the construction of the Improvements, the City agrees to use all commercially reasonable efforts to minimize disruption to Compass' retail banking operations on the Compass Parcel. The City shall promptly pay all, contractors vendors and suppliers for work and materials to complete the Improvements within the Construction Easement Area, and shall not permit any lien upon the Compass Parcel of any kind which is not removed, discharged or bonded over within fifteen (15) days after the filing thereof. Following the completion of construction of the Improvements within the Construction Easement Area, the City shall have the right to use the Driveway and the Access Easement Area only for the purpose of providing the City, its employees, guests and invitees with vehicular and pedestrian ingress and egress to and from the City Parcel across the Access Easement Area to State Highway 83 as provided in Section 1 above and for any maintenance as otherwise may be required in this Agreement. The City covenants and agrees to save, defend and hold harmless Compass from any and all claims, liens, demands, and judgments for loss, damage, or injury to property or person or persons arising out of or in connection withthe construction of the Improvements.

3. Term. The easement granted over the Access Easement Area shall be perpetual, and shall run with the land, burdening and benefiting both the City Parcel and the Compass Parcel.

4. Maintenance. Each party hereto shall be responsible for keeping the portion of the Access Easement Area which lies within its property in good condition and repair and free from obstruction, debris and snow and otherwise in such a condition so that the Access Easement Area may be used for access to and from both the City Parcel and Compass Parcel. In the event maintenance and repair is deemed necessary by either the City or Compass ("Adjacent Owner") on the portion of the Access Easement Area which does not lie on Adjacent Owner's own property, the Adjacent Owner shall provide the owner of such portion of the Access Easement Area written notice of such required maintenance or repair. The

party completing such construction shall endeavor to keep the Access Easement Area open during normal operating hours of the Adjacent Owner and the parties shall coordinate any Driveway closures that may be required to complete any such maintenance or repair.

5. Prohibited Uses. No permanent structure shall be constructed or maintained in the Access Easement Area other than paving, curbs and landscaping as required in compliance with the approved site plans for both the City Parcel and Compass Parcel. The Access Easement Area shall be kept open and free as an accessway to both the City Parcel and Compass Parcel at all times, which shall include the prohibition from either party placing any obstacles, either temporary or permanent, in the Access Easement Area without the prior written consent of the other party.

6. Indemnification Each party shall indemnify and hold the other harmless from any loss, claim or liability arising in any manner out of damage or injury occurring on the portion of the Access Easement Area lying within such party's property. This indemnity agreement shall include any damage to the improvements or for personal injury occurring within the Access Easement Area

7. Right to Cure. If Compass or the City fails to comply with the terms and conditions of this Agreement within twenty (20) days after receipt of written demand for payment or action, the non-defaulting party may make such payments or take such reasonable action as is necessary under the circumstances to cure the problem at the defaulting party's sole cost and expense, including, but not limited to maintaining the Access Easement Area and billing the other party for the cost of such maintenance.

8. Notice. All notices given pursuant to this Agreement shall be in writing and shall be (i) sent by registered or certified mail, return receipt requested, (ii) personally delivered or (iii) sent by a nationally recognized courier service, in each case addressed as follows:

Compass:	BBVA Compass Attn: Robert Fetters Senior Vice President 701 32nd Street South Birmingham, Alabama 35233
copy to:	BBVA Compass Attn: Hayes Arendall– Legal Department 15 South 20th Street Birmingham, Alabama 35233
the City:	_____ _____ _____

_____

Attn: _____

9. Prevailing Party. If a suit or action is filed to enforce any right arising out of this Agreement, the prevailing party in such suit or action shall be entitled to collect its reasonable attorneys' fees as determined by the court or arbitrator at trial, hearing, or arbitration, or upon any appeal from the losing party in such suit or action

10. Run with the Land. The easements granted in this Agreement shall be appurtenant to the real property described herein and shall run with the land as described herein.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Driveway Easement Agreement the day and year first above written.

The City:

THE CITY OF LAREDO, TEXAS

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ as the _____ _____ of the City of Laredo, Texas, a Texas municipal corporation

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public for _____

[signatures and notary continued on following page]

COMPASS:

COMPASS BANK, an Alabama banking corporation

By:_____
Name: Bob Fetters
Title: Senior Vice President – Real Estate

STATE OF ALABAMA)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 3 day of Feb, 2014, by Bob Fetters, as the Senior Vice President of COMPASS BANK, an Alabama banking corporation.

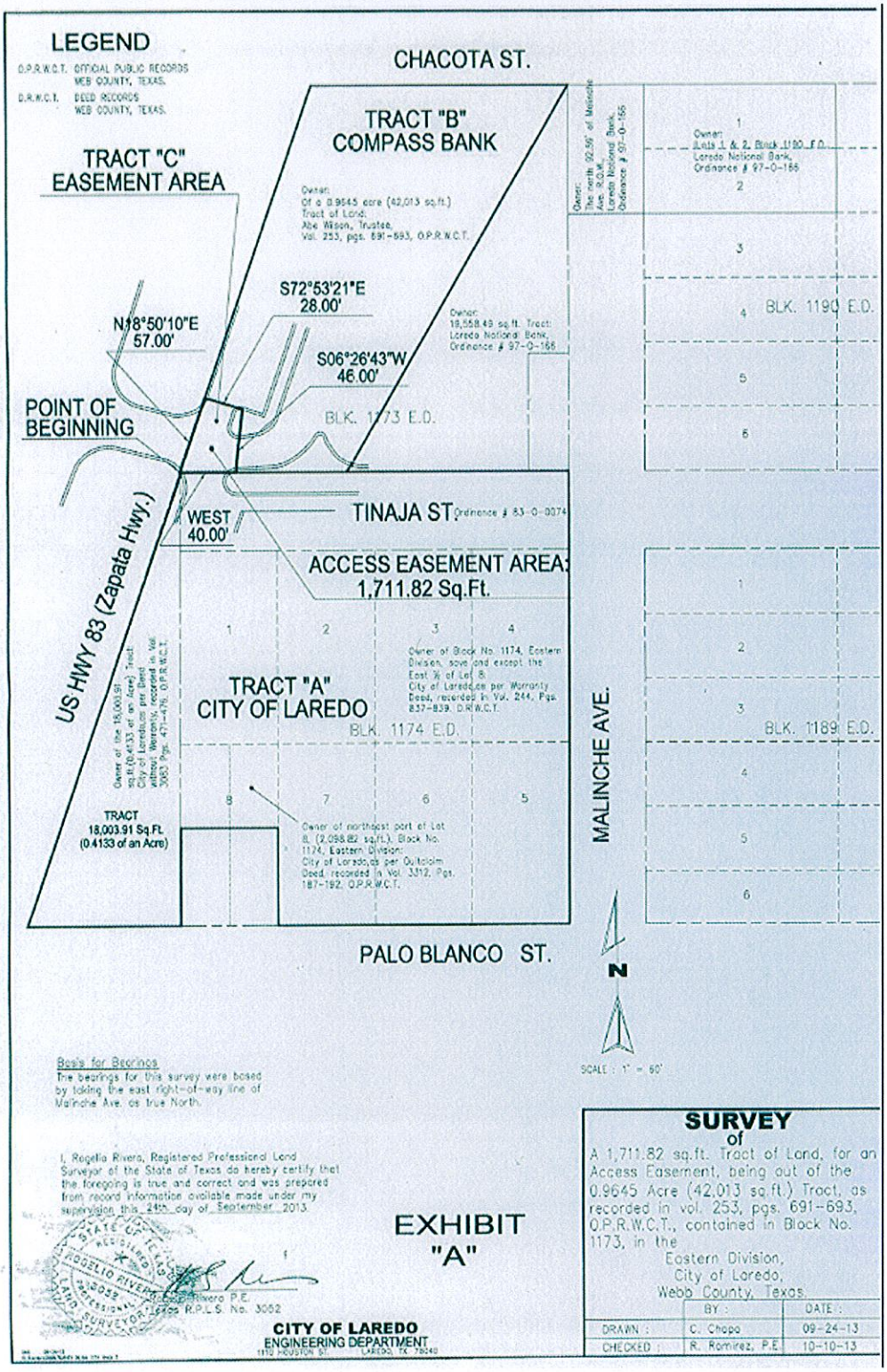
WITNESS my hand and official seal.

My commission expires: My Commission Expires August 12, 2017

_____
Notary Public for Jefferson County, AL.

[end of signatures]

EXHIBIT 1


LEGEND
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WEB COUNTY, TEXAS.
D.R.W.C.T. DEED RECORDS WEB COUNTY, TEXAS.
CHACOTA ST.
TRACT "B" COMPASS BANK
TRACT "C" EASEMENT AREA
Owner: Of a 0.9645 acre (42,013 sq.ft.) Tract of Land: Abe Wilson, Trustee, Vol. 253, pgs. 691-693, O.P.R.W.C.T.
S72°53'21"E 28.00'
N18°50'10"E 57.00'
S06°26'43"W 46.00'
POINT OF BEGINNING
BLK. 1173 E.D.
Owner: 18,558.49 sq.ft. Tract: Laredo National Bank, Ordinance # 97-O-166
Owner: The North 92.56' of Malinche Ave. ROW, Laredo National Bank, Ordinance # 97-O-166
Owner: Lots 1 & 2, Block 1190, F.D. Laredo National Bank, Ordinance # 97-O-166
BLK. 1190 E.D.
TINAJA ST. Ordinance # 83-O-0074
WEST 40.00'
ACCESS EASEMENT AREA: 1,711.82 Sq.Ft.
US HWY 83 (Zapata Hwy.)
TRACT "A" CITY OF LAREDO
BLK. 1174 E.D.
Owner of Block No. 1174, Eastern Division, save and except the East ½ of Lot 8, City of Laredo,as per Warranty Deed, recorded in Vol. 244, Pgs. 837-839, D.R.W.C.T.
Owner of the 18,003.91 sq.ft.(0.4133 of an Acre) Tract: City of Laredo,as per Deed Without Warranty recorded in Vol. 3083 Pgs. 477-478, O.P.R.W.C.T.
TRACT 18,003.91 Sq.Ft. (0.4133 of an Acre)
Owner of northeast part of Lot 8, (2,098.82 sq.ft.), Block No. 1174, Eastern Division: City of Laredo,as per Quitclaim Deed recorded in Vol. 3312, Pgs. 187-192, O.P.R.W.C.T.
MALINCHE AVE.
BLK. 1189 E.D.
PALO BLANCO ST.
N
SCALE : 1" = 60'
Basis for Bearings
The bearings for this survey were based by taking the east right-of-way line of Malinche Ave. as true North.
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 24th day of September 2013.
Rogelio Rivera P.E.
Texas R.P.L.S. No. 3062
EXHIBIT "A"
CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. LAREDO, TX 78040
SURVEY
of
A 1,711.82 sq.ft. Tract of Land, for an Access Easement, being out of the 0.9645 Acre (42,013 sq.ft.) Tract, as recorded in vol. 253, pgs. 691-693, O.P.R.W.C.T., contained in Block No. 1173, in the Eastern Division, City of Laredo, Webb County, Texas.
BY: DATE:
DRAWN : C. Chapa 09-24-13
CHECKED : R. Ramirez, P.E. 10-10-13

Resolutions **16.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas M. Rodriguez, Jr., P.E., Utilities Director

---

SUBJECT

2014-R-23 Accepting the conveyance of the following real property from:

San Isidro Northeast, Ltd. – Surface Estate Only of a tract of Lot 1, Block 2, San Isidro Northeast Subdivision Phase 1, for the purpose of constructing one (1) 3 MG Elevated Storage Tank, a copy of which conveyance is attached as Exhibit 1;

And directing that the said Real Property be filed of record in official property records of Webb County, Texas.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

San Isidro Northeast, Ltd., has given, granted and conveyed said real property to the City of Laredo for the operation of the existing water booster station, and construction of an elevated potable water storage tank and entrance to the adjoining park and appurtenant facilities for the benefit of the public.

COMMITTEE RECOMMENDATION

Operations Committee

STAFF RECOMMENDATION

Approval of Resolution

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	

Account #: 557-0000-161-1000

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

Resolution 2014-R-23

Exhibit 1

RESOLUTION 2014-R-23

ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM SAN ISIDRO NORTHEAST, LTD. – SURFACE ESTATE ONLY OF A TRACT OF LOT 1, BLOCK 2, SAN ISIDRO NORTHEAST SUBDIVISION PHASE 1 FOR THE PURPOSE OF CONSTRUCTING ONE 3 MG ELEVATED STORAGE TANK, A COPY OF WHICH CONVEYANCE IS ATTACHED AS EXHIBIT 1.

WHEREAS, San Isidro Northeast., Ltd. has agreed to convey to the City Surface Estate Only of a tract of Lot 1, Block 2 San Isidro Northeast Subdivision Phase 1 which is described in Exhibit 1 and attached to this resolution; and

WHEREAS, after the conveyance of the real property, the city will continue to operate the existing booster station and will also construct an elevated storage tank; and

WHEREAS, in order to continue to operate the existing booster station and proceed with the construction of an elevated storage tank, it is in the City of Laredo's best interests to accept the above-referenced conveyance from San Isidro Northeast, Ltd.

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

Section 1. It hereby accepts the conveyance of said real property for the conveyance of which tract is situated in Webb County, Texas, and being more particularly described in Exhibit 1 attached hereto.

PASSED AND APPROVED THIS ____ DAY OF _____2014.

_____
Raul G. Salinas, Mayor

ATTEST:
Gustavo Guevara, Jr.
City Secretary

_____

APPROVED AS TO FORM:

By:_____
Raul Casso
City Attorney

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

SPECIAL WARRANTY DEED OF GIFT

THE STATE OF TEXAS §

COUNTY OF WEBB §

That **San Isidro Northeast, Ltd.,** a Texas limited partnership, ("**Grantor**"), has GIVEN, GRANTED AND CONVEYED, and by these presents does GIVE, GRANT AND CONVEY unto the **CITY OF LAREDO, TEXAS,** a Home Rule City, ("Grantee"), whose mailing address is 1110 HOUSTON ST., Laredo, Texas 78040, the following described real property situated in Webb County, Texas:

> Situated in Webb County, Texas and being the Surface Estate Only of a tract of Lot 1, Block 2, San Isidro Northeast Subdivision Phase 1, as per plat recorded in Volume 27, at Pages 4 - 8 of the Official plat Records of Webb County, Texas, together with all improvements situated thereon (the "Subject Property").

This conveyance of real property is made subject to all easements, mineral reservations and conveyances, royalty deeds and covenants and all other matters, to the extent same are of record, valid and in effect at this time, if any, relating to the Subject Property shown of record in the office of the County Clerk of Webb County, Texas.

1. This conveyance is of the surface estate only, that is, in addition to other reservations, exceptions and other matters set out herein, Grantor reserves and excepts from

this conveyance all oil, gas and other minerals lying in, on and under the Subject Property.

2. Grantor hereby expressly reserves from this conveyance any and all ground water lying under the Subject Property. Provided however, Grantor does not reserve the right to drill on the Subject Property for such groundwater.

3. This conveyance is made upon the express condition that the Subject Property be used for operation of a water booster station, an elevated potable water storage tank, and entrance to the adjoining park and appurtenant facilities for the benefit of the public (the "Permitted Purpose").

4. Grantee hereby acknowledges the express condition of this conveyance and expressly represents and warrants that its sole purpose for accepting the Subject Property is to have the right to use the Subject Property for the Permitted Purpose, and that the use of the Subject Property shall be restricted to the Permitted Purpose only.

5. Grantee accepts the Subject Property AS IS, i.e. in its present condition.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Subject Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise, and except as to the matters to which this conveyance is expressly made subject, including but not limited to the express condition of this conveyance..

EXECUTED this 11th day of ~~2013.~~ February, 2014.

GRANTOR:

SAN ISIDRO NORTHEAST, LTD.
a Texas limited partnership

By: SAN ISIDRO MANAGEMENT, L.C.
Its General Partner

By: _____

Title: Vice President

AGREED TO AND ACCEPTED:

GRANTEE:

THE CITY OF LAREDO

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 11th day of February, 2014, ~~20011~~, by **Pat Murphy** of **San Isidro Management, L.C., a Texas Limited Liability Company, General Partner of San Isidro Northeast, Ltd., a Texas Limited Partnership,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of SAN ISIDRO MANAGEMENT, L.C., , and that it executed the same as its General Partner and as the act of such Limited Partnership and for the purposes and consideration expressed in the foregoing instrument.

ADRIANA VALDIVIA
Notary Public, State of Texas
My Commission Expires
January 20, 2018

Adriana Valdivia
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me by _____, _____ for the City of Laredo on this _____ day of _____, ~~20011~~. 2014

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

SINE Water Booster Station

San Isidro Northeast, Ltd.
400 FM 534
Sandia, Texas 78383
(361) 547-9111

SLAY ENGINEERING
Corpus, Inc.
1651 N. Price Road, Suite 104
Laredo, Texas 78041
(956) 791-0601 tel
(956) 791-0602 fax

MARCH 1, 2007

#	DATE	DESCRIPTION
1	03.21.06	for Engineering Permit
2	08.03.06	for Fire Utilities Permit
3	08.25.06	for Engineering Permit
4	08.30.06	for Utilities Permit
5	09.07.06	for Engineering Permit
6	09.11.06	for Driveway Permit
7	10.21.06	for Construction
8	11.22.06	for Recordation

ISSUED	DATE	DESCRIPTION
	3.01.07	for Recordation
	10.03.07	for Recordation

05.016

PR PH1-1 Plat (5).dwg

PR PH1 Base.dwg

San Isidro Northeast Subdivision, Phase I

a 54.0684 acre tract of land being out of a 582.4237 acre tract of land called to contain 580.56 acres as recorded in vol. 1466, p. 464 O.P.R.M.C.T.

Resolutions **17.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas M. Rodriguez, Jr., P.E., Utilities Director

---

SUBJECT

2014-R-24 Accepting the conveyance of the following Utility and Access Easement, for an 8 inch waterline out of Lot 1, Block 1, Bruni at Fiesta Subdivision, from:

H & Sons, L.L.C. (Humberto Ramirez) - Utility easement as follows:

One .047 Acre Tract (2,050 sq. ft), a copy of which conveyance is attached as Exhibit 1:

And directing that the said Easement be filed of record in official property records of Webb County, Texas.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

H & Sons L.L.C. (Humberto Ramirez), conveyed this non-exclusive public utility and access easement to the City of Laredo upon request from the Utilities Department. This 15 foot Utility easement is being acquired as necessitated by the City of Laredo for an 8" Waterline out of Lot 1, Block 1, Bruni at Fiesta Subdivision.

This said Utility Easement will be filed of record in official property records of Webb County, Texas.

COMMITTEE RECOMMENDATION

Operations Committee

STAFF RECOMMENDATION

To approve this resolution.

Fiscal Impact

Fiscal Year: 2014

Bugeted Y/N?: N

Source of Funds:

Account #: 557-0000-161-1000

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Easement transactions to be accounted for in account no. 557-0000-161-1000.

Attachments

Exhibit 1

Resolution 2014R24

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

PUBLIC ACCESS AND UTILITY EASEMENT

Date:	February ____, 2014
Grantor:	H & Sons, LLC, a Texas Limited Liability Company
Grantor's Address:	701 Surrey Rd. Laredo, Webb County, Texas 78041
Grantee:	City of Laredo, a municipal corporation
Grantee's Address:	1110 Houston St. P.O. Box 579 Laredo, Webb County, Texas 78042-0579
Easement Property:	A 15 foot Utility and Access Easement, out of Lot 1, Block 1, BRUNI AT FIESTA SUBDIVISION, situated in the City of Laredo, as per Plat recorded in Volume 25, Page 128, Webb County Plat Records; Webb County, Texas, and being more particularly described by metes and bounds in attached Exhibit "A" and depicted on Exhibit "B" attached hereto and made part hereof.
Easement Purpose:	To give Grantee the right to construct, reconstruct, repair and perpetually maintain water main or mains and the right of free, full and unimpeded access from the same tract of land to and

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents ($10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, a 15 foot Utility and Access Easement.

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

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

Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed on this 7th day of February, 2014.

H & SONS LLC, A TEXAS LIMITED LIABILITY COMPANY

By: _____

Title: PRESIDENT

Print Name: HUMBERTO RAMIREZ

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the 7th day of February, 2014, by HUMBERTO RAMIREZ on behalf of said corporation.

ALBERTA HUNDSNURSCHER
Notary Public, State of Texas
My Commission Exp. 11-16-2014

Alberta Hundsnurscher
Notary Public, State of Texas

Printed Name: ALBERTA HUNDSNURSCHER

My Commission Expires: 11/16/2014

AFTER RECORDING RETURN TO:

Ronnie Acosta
CITY OF LAREDO
Community Development
1301 Farragut Street, Transit Center
3rd Floor East Wing
Laredo, Texas 78040

0.047 ACRE TRACT
LEGAL DESCRIPTION
15' UTILITY EASEMENT

A tract of land containing 0.047 acres (2,050 s.f.), more or less, situated in the City of Laredo, Webb County, Texas, being out of Porcion 31, Abstract 3116, Jose Trevino, Original Grantee, also being out of a 0.773 acre tract conveyed in deed to H & Sons LLC, as recorded in Volume 3387, Pages 257-259, Official Public Records of Webb County, same 0.773 acre tract being Lot 1, Block 1 of Bruni at Fiesta Subdivision, a subdivision as per Plat recorded in Volume 25, Page 128, Webb County Plat Records; this 0.047acres (2,050 s.f.) tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found, same point being on the northeast right-of-way of State Highway 359, the most westerly corner of a 20' x 20' Corner Clip Dedication as recorded in Volume 25, Pages 128, Webb County Plat Records, on the southwest line of the Lot 1, Block 1, the southeast corner hereof, and the POINT OF BEGINNING;

THENCE N 72°46'21" W, along the northeast right-of-way of State Highway 359 and the southern boundary line of Lot 1, Block 1, a distance of 129.18 feet to a ½" iron rod set, same point being on the northeastern right-of-way of State Highway 359, on the southern boundary line of the Lot 1, Block 1, and the southwest corner hereof;

THENCE N 17°13'39" E, through the interior of the Lot 1, Block 1, a distance of 15.00 feet to a ½" iron rod set for the northwest corner hereof;

THENCE S 72°46'21" E, through the interior of the Lot 1, Block 1, a distance of 144.16 feet to a ½" iron rod set, same point being along the northwest boundary line of the 20' x 20' Corner Clip Dedication, and the northeast corner hereof;

THENCE S 62°10'57" W, along the northwest boundary line of the 20' x 20' Corner Clip Dedication and through the interior of Lot 1, Block 1, a distance of 21.20 feet to the POINT of BEGINNING, containing within these metes and bounds 0.047 acres (2,050 s.f.), more or less.

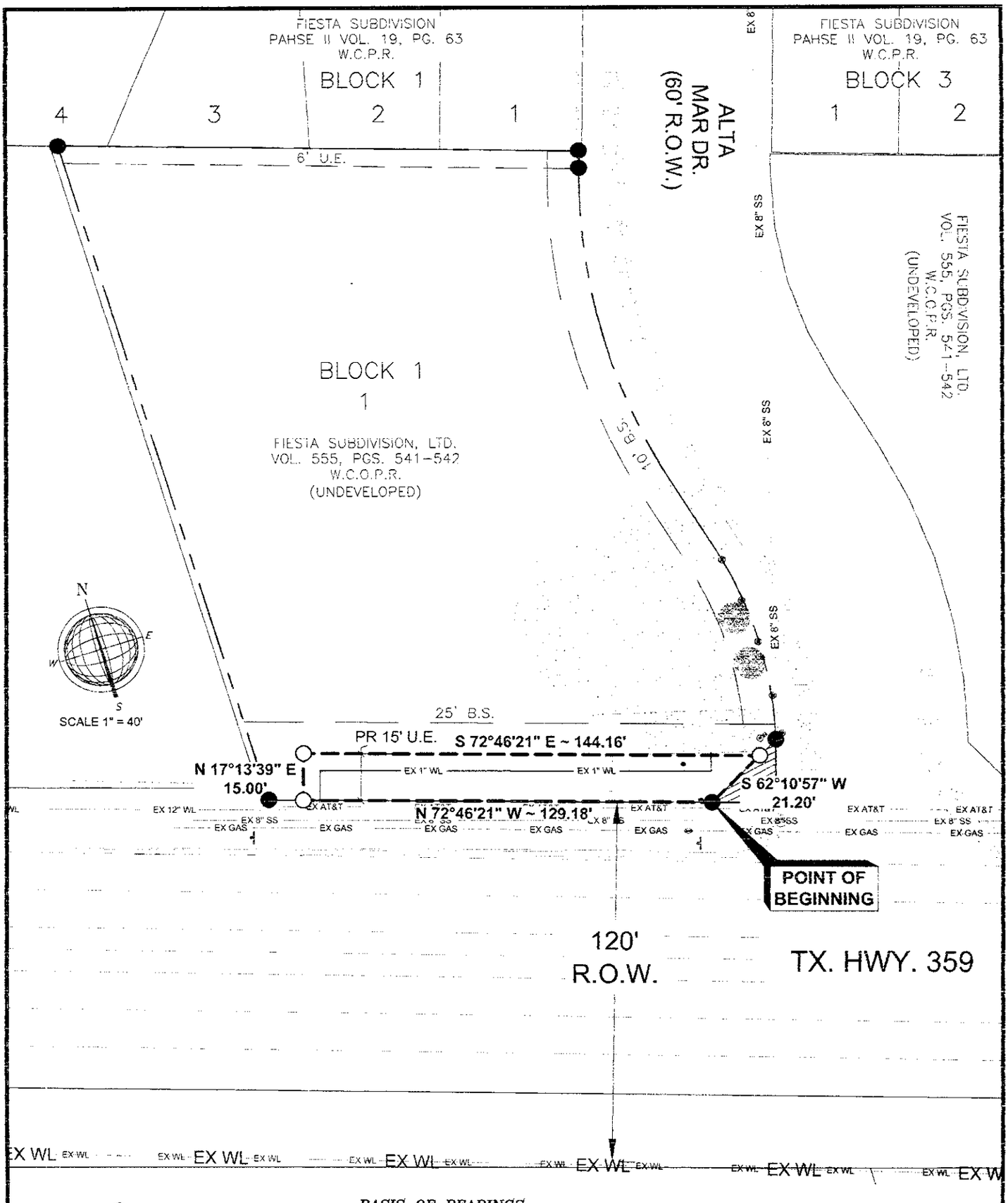
Ruben Fletes, RPLS
TX #1998

01/09/14
Date

STATE OF TEXAS REGISTERED RUBEN FLETES 1998 PROFESSIONAL LAND SURVEYOR

EXHIBIT
A

Basis of Bearings:
MONUMENTS 0359-000-009 AND 0359-000-010 SET BY FOSTER ENGINEERING CO., LAREDO, TEXAS, MAY, 2001, FOR TXDOT LAREDO DISTRICT. BEARINGS SHOWN HEREON ARE BASED ON NAD-83, TEXAS ZONE 4205



BASIS OF BEARINGS

MONUMENTS 0359-000-009 AND 0359-000-010 SET BY FOSTER ENGINEERING CO., LAREDO, TEXAS, MAY, 2001. FOR TXDOT LAREDO DISTRICT. BEARINGS SHOWN HEREON ARE BASED ON NAD-83, TEXAS ZONE 4205.

LEGEND

○ — ½" Ø I.R. SET

● — ½" Ø I.R. FND

STATE OF TEXAS
REGISTERED
RUBEN FLETES
1998
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
B

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

RUBEN FLETES, R.P.L.S. No. 1998 — *01/09/14 DATE*

Survey Of 0.047 Acre (2,051.73 S.F.)
Tract Out Of FIESTA SUBDIVISION, LTD.
VOL. 555, PGS. 541-542
W.C.O.P.R.
(UNDEVELOPED)

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353
IN ASSOCIATION WITH
FLETES SURVEY COMPANY
Ruben Fletes, R.P.L.S.
P.O. Box 216
Kemp, Texas 75143

RESOLUTION NO. 2014-R-24

ACCEPTING THE CONVEYANCE OF THE FOLLOWING UTILITY AND ACCESS EASEMENT, FOR AN 8 INCH WATERLINE OUT OF LOT 1, BLOCK 1, BRUNI AT FIESTA SUBDIVISION, FROM: H & SONS, LLC (HUMBERTO RAMIREZ) UTILITY EASEMENT AS FOLLOWS: ONE 0.047 ACRE TRACT (2,050 SQ. FT.) A COPY OF WHICH CONVEYANCE IS ATTACHED AS EXHIBIT 1 AND DIRECTING THAT THE SAID EASEMENT BE FILED OF RECORD IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

WHEREAS, H & Sons, LLC (Humberto Ramirez) has agreed to convey to the City a Utility and Access Easement, one tract of 0.047 acres, which is described in Exhibit 1, attached to this resolution; and

WHEREAS, after the conveyance of the said Utility and Access Easement tract, the City will construct an 8" Waterline out of Lot 1, Block 1, Bruni at Fiesta Subdivision; and

WHEREAS, in order to proceed with the construction of the 8" Waterline, it is in the City of Laredo's best interests to accept the above-referenced conveyance from H & Sons, LLC (Humberto Ramirez).

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

Section 1. It hereby accepts the conveyance of this Utility and Access Easement of this tract of land for the conveyance of which tract is situated in Webb County, Texas, and being more particularly described by metes and bounds descriptions that are attached to Exhibit 1 attached hereto.

Section 2. The conveyance will be accepted in the form and content of the Utility and Access Easement, copies of which are attached as Exhibit 1 (0.047 ACRE TRACT) to this resolution, and the tract is more particularly described in the exhibits attached to Exhibit 1 (metes and bounds description and surveys), attached to this resolution and incorporated herein.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

_____
Raul G. Salinas, Mayor

ATTEST:

By:_____
Gustavo Guevara, Jr.
City Secretary

By:_____
Raul Casso
City Attorney

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

2014-R-26 Authorizing the City Manager to accept a grant in the amount of $129,375.00 from the Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2014 Local Border Security Program (LBSP) for the period of February 12, 2014 through August 31, 2014. Funding will be used to pay for overtime to increase security along the Texas-Mexican border.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

City Council approved Resolution 2013-R-102 to submit a grant application on December 2, 2013.

BACKGROUND

The State of Texas has an urgent security challenge caused by the increased threat from organized crime, terrorism, and their allies that is exacerbated by the continued flow of illegal immigrants. These security challenges require a unified strategy to provide the State of Texas with a framework to respond to the increased presence and threat of organized crime, terrorism and their allies that is exacerbated by the continued flow of immigrants.

The State of Texas will facilitate the conduct of sustained interagency law enforcement operations from February 2014 through August 2014 to dominate the Texas-Mexican Border area at points and time of its choosing and thereby deny criminal actions therein; provide a safe secure environment where Texas citizens can prosper; contribute to the reduction of potential acts of terror within Texas and the United States; and promote regional stability.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends that City Council approve this Resolution.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

FUND# 229- Special Police Fund

Attachments

Resolution to Accept 2014-R-26

COUNCIL COMMUNICATION

DATE:	SUBJECT: **RESOLUTION 2014-R-26**
03 /17/ 2014	Authorizing the City Manager to accept a grant in the amount of $129,375 from the Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2014 Local Border Security Program (LBSP) for the period of February 12, 2014 through August 31, 2014. Funding will be used to pay for overtime to increase patrol security along the Texas-Mexican border.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Raymond E. Garner Chief of Police

PREVIOUS COUNCIL ACTION:
City council approved Resolution 2013-R-102 to submit a grant application on December 2, 2013.

ACTION PROPOSED:
That this Resolution be passed and approved.

BACKGROUND:

The State of Texas has an urgent security challenge caused by the increased threat from organized crime, terrorism, and their allies that is exacerbated by the continued flow of illegal immigrants. These security challenges require a unified strategy to provide the State of Texas with a framework to respond to the increased presence and threat of organized crime, terrorism and their allies that is exacerbated by the continued flow of immigrants.

The State of Texas will facilitate the conduct of sustained interagency law enforcement operations from February 2014 through August 2014 to dominate the Texas-Mexican Border area at points and times of its choosing and thereby deny criminal actions therein; provide a safe and secure environment where Texas citizens can prosper; contribute to the reduction of potential acts of terror within Texas and the United States; and promote regional stability.

FINANCIAL IMPACT:

Fund #229-Special Police

RECOMMENDATION:	STAFF: Recommends that City Council approve this Resolution.

RESOLUTION NO. 2014-R-26

Authorizing the City Manager to accept a grant in the amount of $129,375 from the Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2014 Local Border Security Program (LBSP) for the period of February 12, 2014 through August 31, 2014. Funding will be used to pay for overtime to increase patrol security along the Texas-Mexican border.

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

Whereas, the City of Laredo will accept $129,375 from the Texas Department of Public Safety, Texas Ranger Division to fund the Local Border Security Program FY14; and

Whereas, the City of Laredo use these funds to execute special operation related to border security; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Texas Department of Public Safety, Texas Ranger Division

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

Section 1: It authorizes the City Manager to accept a grant in the amount of $129,375 from the Texas Department of Public Safety, Texas Ranger Division for the purpose of funding the 2014 Local Border Security Program (LBSP) for the period of February 12, 2014 through August 31, 2014. Funding will be used to pay for overtime to increase patrol security along the Texas-Mexican border.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

Resolutions **19.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

---

SUBJECT

2014-R-27 Supporting the Laredo of Tomorrow Initiative whose mission is to work with the citizens of Laredo to develop a healthier, better educated community committed to improving their quality of life.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Laredo/Webb County Community Health and Workforce Needs Assessment was completed in 2011 through a collaboration of the Blue Ribbon Committee of the City of Laredo and Webb County on Health Issues, the Mid Rio Grande Border Area Health Education Center (UTHSCSA), City of Laredo Health Department and the University of Texas Health Science Center San Antonio. The Regional Campus Advisory Council (RCAC) of the UTHSCSA Laredo Campus reviewed the findings in 2012 showing three (3) priority areas of concern: Better Health Care; Better Education/Employment; and Improved Quality of Life; and unanimously supported the dissemination of the information throughout the community in order to develop a plan of action. The Laredo of Tomorrow Coalition was formed to develop a plan of action to address today's needs working towards a healthier better educated community of tomorrow and to improve the education, health and quality of life for the community's best resources - **our children**.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2014

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Resolution 2014-R-27

RESOLUTION 2014-R-27

SUPPORTING THE LAREDO OF TOMORROW INITIATIVE WHOSE MISSION IS TO WORK WITH THE CITIZENS OF LAREDO TO DEVELOP A HEALTHIER, BETTER EDUCATED COMMUNITY COMMITTED TO IMPROVING THEIR QUALITY OF LIFE.

WHEREAS, the Laredo/Webb County Community Health and Workforce Needs Assessment was completed in 2011 through a collaboration of the Blue Ribbon Committee of the City of Laredo and Webb County on Health Issues, the Mid Rio Grande Border Area Health Education Center (UTHSCSA), City of Laredo Health Department and the University of Texas Health Science Center San Antonio; and

WHEREAS, the Regional Campus Advisory Council (RCAC) of the UTHSCSA Laredo Campus reviewed the findings in 2012 showing three (3) priority areas of concern: Better Health Care; Better Education/Employment; and Improved Quality of Life; and unanimously supported the dissemination of the information throughout the community in order to develop a plan of action; and

WHEREAS, the Laredo of Tomorrow Coalition was formed to develop a plan of action to address today's needs working towards a healthier better educated community of tomorrow and to improve the education, health and quality of life for the community's best resources - **our children**.

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

Section 1: The City of Laredo fully supports the Laredo of Tomorrow Initiative whose mission is to work with the citizens of Laredo to develop a healthier, better educated community committed to improving their quality of life.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR
APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

ATTEST:

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

Resolutions **20.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2014-R-28 Authorizing the City Manager to accept the contract extension with the Texas Department of State Health Services (DSHS) in the amount of $2,894,747.00 for a total of $5,232,066.00 for the continuation of the Women, Infants and Children (WIC) Program of the City of Laredo Health Department (CLHD) to provide nutrition education and food supplemental services to high risk women and children and extending the term period through September 30, 2014.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On October 21, 2013, Council approved Resolution 2014-R-84.

BACKGROUND

The Texas Department of State Health Services has contracted with the City of Laredo to continue to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Aransas, Brooks, Jim Wells, Kleberg, Live Oak and Refugio Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition services and food supplemental services through the Women, Infant and Children (WIC) Program. The WIC Program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have a nutritional risk.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2014

Bugeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue accounts are 226-0000-323-4037 ($4,825,187.00) and 226-0000-323-4003 ($406,879.00). The expenditure divisions are 226-6008 with project number HEWI06 and 226-6009 with project number HEWC06. The total budget remains the same.

Attachments

Resoluton 2014-R-28

RESOLUTION 2014-R-28

AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONTRACT EXTENSION WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF $2,894,747.00 FOR A TOTAL OF $5,232,066.00 FOR THE CONTINUATION OF THE WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM OF THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) TO PROVIDE NUTRITION EDUCATION AND FOOD SUPPLEMENTAL SERVICES TO HIGH RISK WOMEN AND CHILDREN AND EXTENDING THE TERM PERIOD THROUGH SEPTEMBER 30, 2014.

WHEREAS, The Texas Department of State Health Services has contracted with the City of Laredo to continue to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Aransas, Brooks, Jim Wells, Kleberg, Live Oak and Refugio Counties through the City of Laredo Health Department (CLHD) for wellness, nutrition services and food supplemental services through the Women, Infant and Children (WIC) Program; and

WHEREAS, the WIC Program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have a nutritional risk.

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

Section 1: The City Manager is hereby authorized to accept the contract extension with the Texas Department of State Health Services (DSHS) in the amount of $2,894,747.00 for a total of $5,232,066.00 for the continuation of the Women, Infants and Children (WIC) Program of the City of Laredo Health Department (CLHD) to provide nutrition education and food supplemental services to high risk women and children and extending the term period through September 30, 2014.

Section 2: The revenue accounts are 226-0000-323-4037 ($4,825,187.00) and 226-0000-323-4003 ($406,879.00). The expenditure divisions are 226-6008 with project number HEWI06, and 226-6009 with project number HEWC06. The total budget remains the same.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

Motions **21.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Cynthia Collazo, Deputy City Manager

SUBJECT

Discussion with possible action to accept the donation by Mr. Steve LaMantia, General Manager, L & F Distributors, L.L.C., of a carbon steel custom bench built by CoNo Creative Concepts Inc., valued at $800.00 for placement in a City building/facility.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Custom bench was delivered on Tuesday, February 25, 2014 and placed in te reception area of the first floor of City Hall.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Adopting a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2014, in accordance with Section 43.052 of the Texas Local Government Code.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Proposed 2014 annexation schedule:

April 1, 2014 Application submittal deadline for requests for voluntary annexations.

April 21, 2014 Council authorization to draft annexation agreement and service plan for submitted annexation requests.

May 19, 2014 Public hearings before City Council on proposed annexations.
(Noticed by publication on May 2nd, not less than ten nor more than twenty days before the hearings. Both public hearings may be separate agenda items at the same meeting.)

June 5, 2014 Planning and Zoning Commission review of proposed annexations and proposed zoning designations.

June 16, 2014 Introduction of an ordinance instituting annexation proceedings and adopting a service plan for the areas to be annexed.
(Not more than forty nor less than twenty days from the date of public hearings. Proposed effective date of annexation July 31, 2014.)

July 21, 2014 Final reading of annexation ordinance/s.

Annexation proceedings must be concluded within 90 days of June 16, 2014 (Section 43.064 Texas Local Government Code).

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of the schedule of hearings and proceedings.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

N/A

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

Consideration to enter into contract with Antares Development Corporation, in the amount of $109,950.00 using the Buy Board Cooperative Purchasing Program, contract No. 331-09, to transfer and upgrade the City of Laredo Health Department (CLHD) data system and software from Windows XP to Windows 7 operating system as Microsoft will no longer support the assessment of hardware and software. This upgrade is needed for continued essential daily program data system operations and billing. The effort also complies with state and federal mandates for the electronic health record, secure health data exchange and allows us to bill third party entities, Medicaid, Medicare and the marketplace. The project is to be completed within nine (9) months from the approved start date. Funding is available through the Health Department budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 15, 2013, Council approved Motion.

BACKGROUND

The City of Laredo Health Department (CLHD) embarked on a sustained effort to introduce new technologies and best practices into its programs and operations processes. Antares Development Corporation (Antares), through the buy board contract, has conducted previous work to the CLHD system to implement and improve automation. Their knowledge of the system allows for them to provide necessary support to assess, upgrade, and enhance the hardware and software for the migration of the Windows 7 system. This is needed to assure our software programs are updated to the appropriate versions. Because Microsoft will no longer support Windows XP, it is critical for all CLHD systems to migrate to Windows 7 for continued daily systems operations, data management record keeping and to enhance our laboratory capacity for billing purposes.

Moreover, this action is needed to comply with electronic medical record use and health information exchange of secure an validated health data. Once migrated and fully implemented the CLHD further complies with the requirements to share health information and for billing purposes with Medicaid, Medicare and third party insurances (marketplace).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the motion.

	Fiscal Impact
Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	226-6106-543-5526
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer

SUBJECT

Consideration for approval of the Max A. Mandel Golf Course as complete, approval of change order No. 4, an increase of $87,097.16 for the balance of quantities actually constructed in place, release of retainage and approval of final payment in the amount of $268,940.97 to Landscape Unlimited, L.L.C., Lincoln, Nebraska. Final construction contract amount is $8,394,872.16. Funding is available in the 2007, 2008 and 2012 C.O. Bonds and Capital Improvements Fund.

PREVIOUS COUNCIL ACTION

On October 21, 2013, City Council approved the acceptance of substantial completion of the Max A. Mandel Golf Course Club House and release of 50% retainage of construction costs for the Club House in the amount of $38,911.33 to the contractor Landscape Unlimited, LLC., Lincoln, NE.

BACKGROUND

The original project consisted of an 18 hole golf course located at Las Islitas Farm, approximately 12 miles out on FM 1472.
This change order no. 4 is for the balance of quantities actually constructed in place.

Original Contract Amount (Approved by City Council on May 18, 2009)	$6,550,000.00
Change Order No. 1 (Approved by City Council on August 15, 2011) To increase the budget allowance for design and construction of a larger clubhouse and related site development.	$950,000.00
Change Order No. 2 (Approved by City Council on September 4, 2012) To increase the budget allowance for the construction of a two story 9,040 sq. ft. club house, additional electrical infrastructure cost associate with larger club house, additional comfort station, wall to wall concrete cart paths, upgrade to the golf course irrigation system; and temporary facilities to open the golf course.	$725,865.00

Change Order No. 3 (Approved by City Council on February 19, 2013) To add to the club house cedar strip arbor, decorative all tile bases, decorative mosaic tile and additional A/E services.	$81,910.00
This Change Order No.	$87,097.16
Final Construction Contract Amount	$8,394,872.16

The project was completed within the contract time allotted.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2014

Bugeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is avaliable in the 2007, 2008, and 2012 C.O Bonds and the Capital Improvements Fund

402-4322-535-4252 $ 76,669.44
462-9822-535-4552 $ 8,213.36
463-9822-535-4252 $ 1,658.89
467-9822-535-4252 $ 555.47

Total: $ 87,097.16

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Riazul I. Mia, Environmental Director

SUBJECT

Consideration for approval of the Backwoods Drive Extension Project from South of Yukon Drive to Shiloh Drive approximately 1800 L.F., as complete, approval of change order No. 1, an increase of $34,792.48, release of retainage and approval of final payment in the amount of $187,379.43 to Martinez Paving Company, Inc., Laredo, Texas. Final construction contract amount is $1,476,813.88. Funding is available in the 2007 Certificate of Obligation-Backwoods Drainage and 2010 Utilities Sewer System Revenue Bond.

PREVIOUS COUNCIL ACTION

On October 7, 2013, City Council approved change order no. 1 an increase of $75,309.65 to the construction contract with Martinez Paving Company, Inc., Laredo, Texas, for additional construction of concrete channel and concrete access ramp, fencing, grading, and water utilities related items and to add twenty-five (25) working days to the construction contract time.

BACKGROUND

The original project consisted of the construction of 1800 linear feet of Backwoods Drive from just south of Yukon Drive to Shiloh Drive. The work included, but was not limited to site clearing, rough grading, excavation, embankment, preparation of subgrade, installation of base material and construction of concrete road, sidewalks, installation of waterlines and storm drainage system, including all appurtenances and incidentals as shown in the construction plans and specifications.

Plans and specifications were prepared by Sherfey Engineering Company, L.L.C., Laredo, Texas.

This change order no. 2 is for the balance of quantities actually constructed in place.

Original construction contract amount…….. $1,366,711.75
(Approved by City Council on June 3, 2013)
Change order no. 1……. $ 75,309.65

(Approved by City Council on October 7, 2013)
For additional construction of concrete channel and concrete access ramp, fencing, grading, and water utilities related items and to add twenty-five (25) working days to the construction contract time.
This change order no. 2…….. $34,792.48
Final construction contract amount……. $1,476,813.88

The project was completed within the contract time allotted.

COMMITTEE RECOMMENDATION
N/A.

STAFF RECOMMENDATION
Approval of Motion.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	2007 C.O.
Account #:	249-3891-545-9550
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

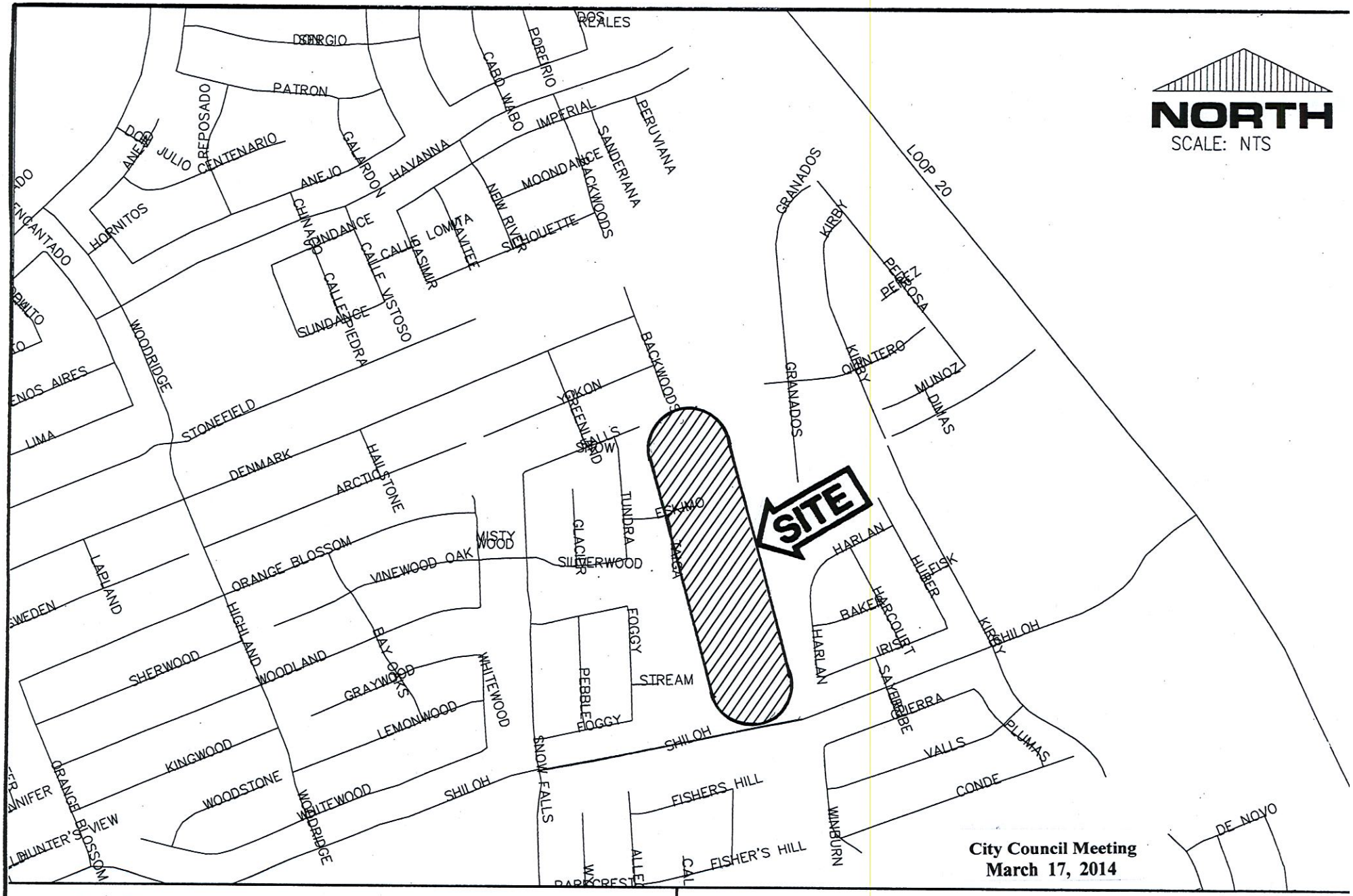
Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	2010 Utilities Sewer Bond
Account #:	559-4284-538-0363
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	2013 Utilities Sewer Bond
Account #:	559-4288-538-0363
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Funding is available in the:
2007 Certificate of Obligation-Backwoods Drainage – Account No. 249-3891-545-9550
2010 Utilities Sewer System Revenue Bond – Account No. 559-4284-538-0363
2013 Utilities Sewer System Revenue Bond - Account No. 559-4288-538-0363

Attachments

Backwoods Drive



City Council Meeting
March 17, 2014

CITY OF LAREDO

ENGINEERING DEPARTMENT

1110 HOUSTON ST. LAREDO, TX 78040

Backwoods Drive

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director

SUBJECT

Consideration for approval of the CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V) as complete, release of retainage and approval of final payment in the amount of $10,712.99 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is $107,129.88. Funding is available in the CDBG 37th Action Year/2011 Grant - District V.

PREVIOUS COUNCIL ACTION

On November 18, 2013, City Council awarded a construction contract to the lowest bidder ALC Construction, Inc., Laredo, Texas, in the base bid amount of $100,415.50 for the CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V) with a construction contract time of seventy (70) working days.

BACKGROUND

The original project consisted of 19.5 City blocks, ADA accessible sidewalks improvements throughout the City of Laredo on District V. Generally the sidewalks were 4 feet in width with ADA ramps at each street crossing. This project also included header walls, driveways and utility adjustments as required.
Plans and specifications were prepared by Seca Engineering, L.L.C., Laredo, Texas.

Original construction contract amount…….. $100,415.50
(Approved by City Council on November 18, 2013)
Change Order No. 1……. $6,714.38
(Approved by City Manager on February 18, 2014)
Final construction contract amount…….. $107,129.88

The project was completed within the contract time allotted.

List of sidewalks was as follows:

Street Name	From	To	Side	No. of Blocks
Redwood Circle	Ponderosa Drive	Cul-De-Sac	North	½
Spruce Lane	Ponderosa Drive	Cul-De-Sac	North	1

Ponder Place	Ponderosa Drive	Ponderosa Drive	North	½
Ponderosa Drive	Ponderosa Drive	Ponderosa Drive	North	1
Maple Court	Cherry Hill Lane	Cul-De-Sac	North	½
Peach Tree Lane	Cherry Hill Lane	Cul-De-Sac	North	1
Allende Street	Springfield Avenue	Maryland Avenue	North	1
Heritage Court	Independence Drive	Cul-De-Sac	North	3 ½
Flag Street	Heritage Court	Cul-De-Sac	South	3
Independence Drive	Heritage Court	Flag Street	North	3 ½
Spanish Dagger Drive	Saguero Lane	Aloe Vera Drive	North	4
Total No. of Blocks				**19 ½ Blocks**

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

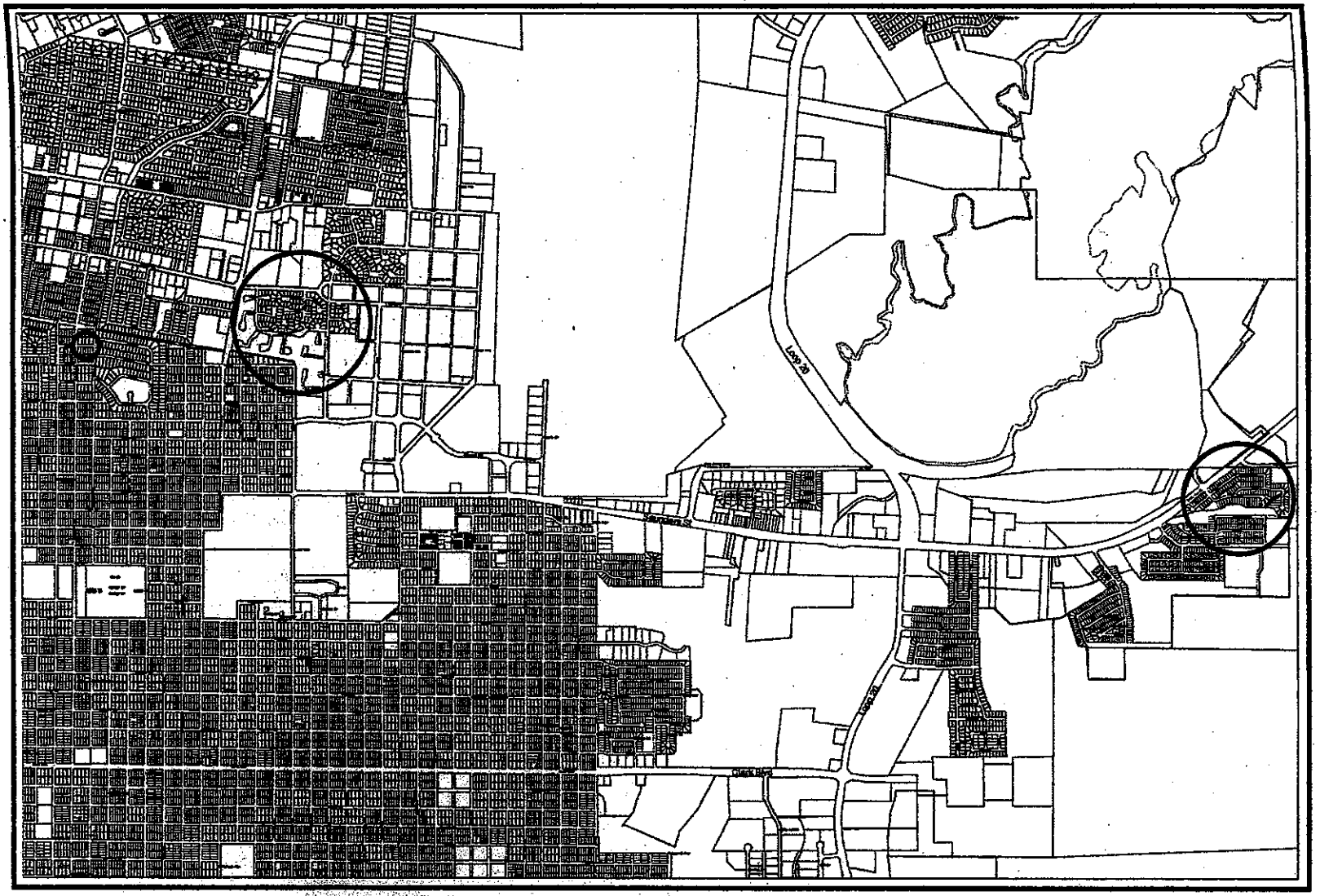
Fiscal Year: 2014
Bugeted Y/N?: Yes
Source of Funds: CDBG 37th Action Yr.
Account #: 211-9740-535-1305
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the CDBG 37th Action Year/2011 Grant - District V. Account No. 211-9740-535-1305

Attachments

CDBG Project 57



CDBG SIDEWALKS CITY-WIDE PROJECT No. 57 (19.5 BLOCKS-DISTRICT V)

City Council Meeting November 18, 2013		**CITY OF LAREDO** **ENGINEERING DEPARTMENT**		**AGENDA ITEM**

#3.

SECTION A-4
BID PROPOSAL

To: The City of Laredo, Texas

Attn: **Honorable Raul G. Salinas, Mayor**

From: **ALC CONSTRUCTION INC.**
Contractor

Address; **3706 FLORES AVE.**

Phone: **(956)237-2369**

Fax: **(956)725-0862**

Project: "CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V)"

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: D. A. 10-30-13

Addendum No. 2: D. A. 10-30-13

Addendum No. 3:

Addendum No. 4:

Addendum No. 5:

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

Wage Determination:

Labor Provisions: D. A 10-30-13

Affirmative Action Program:

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: "CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V)"

MATERIALS INCORPORATED INTO THE PROJECT:	$ 30,124.65
ALL OTHER CHARGES:	$ 70,290.85
♦TOTAL:	$ 100,415.50

♦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.

PROJECT: "CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V)"

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

SECTION A-6
INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

PROJECT: "CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V)"

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: **"CDBG Sidewalk Project 41 (23Blocks) District VII"**
   Value of Contract: **$216,795.00**
   Date Completed: **01/25/2012**
2. Name of Project: **"CDBG Sidewalk Project 40 (23Blocks) District V"**
   Value of Contract: **$161,286.00**
   Date Completed: **12/02/2011**
3. Name of Project: **"CDBG Sidewalk Project 39 (23Blocks) District IV"**
   Value of Contract: **$145,611.50**
   Date Completed: **10/21/2011**

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 ifthe owner deems it necessary.

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

CITY OF LAREDO

ENGINEERING DEPARTMENT

LAREDO, TEXAS
1755

All Contractors
ADDENDUM NO. 1

October 16, 2013

Project: CDBG Sidewalks City Wide Project No. 57 (19.5 Blocks – District V)

All contractors, holders of plans and specifications, plan rooms and all interested parties of the above identified project are hereby notified of the following revisions to the plans and specifications, same taking precedence over all previous declarations and notes made on the plans and specifications.

ITEM NO. 1: PROJECT POSTPONEMENT

Sealed bids will be received at City Secretary's Office, 1110 Houston Street 3rd floor, City Hall Building, Laredo Texas, until 4:00 P.M. on Wednesday, October 16, 2013 and Publicly opened, read, and taken under advisement on Thursday, October 17, 2013 at 10:00 A.M., **is changed to Sealed Bids will be received at City Secretary's Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo , Texas until 4:00 P.M. on Thursday, October 31, 2013 and publicly opened, read, and taken under advisement on Friday, November 1, 2013 at 10:00 A.M.**

Plans and specifications are available at The City of Laredo Engineering Department, 1110 Houston Street, Laredo TX 78040, 2nd floor, City Hall Building. Telephone Number: 956-791-7346

This addendum is being submitted to all contractors, holders of plans and/or specifications plan rooms, and all interested parties to the project and acknowledgement of same is required by inserting its number and date in the proposal form.

City of Laredo Engineering Department

Rogelio Rivera, P.E.,
City Engineer

1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEXAS 78040-0579 (956) 791-7346 FAX (956) 791-7496

SECTION A-7
BID SCHEDULE

CITY OF LAREDO -ENGINEERING DEPARTMENT

PROJECT: "CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V)"

Item No.	Estimated Quantity	Unit	Name of Pay Item With Unit Prices Written in Words	Unit Bid Price	Amount Bid
1	450	SF	Furnish all labor and equipment to remove and property dispose of existing asphalt/concrete for new reinforced concrete sidewalk, driveway or ramp construction, complete in place at: FIVE DOLLARS per unit.	$5.00	$2,250.00
2	18,480 ADD. No 2	SF	Furnish all labor, equipment, and material to construct a 4" thick Reinforced Concrete Sidewalk including all cost for preparation, Meter Adjustment, saw cutting, removing, disposing of trees as necessary. Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: THREE DOLLARS W/ SIXTY CENTS per unit.	$3.60	$66,528.00
3	150	SF	Furnish all labor, equipment, and material to construct a 6" thick Concrete Sidewalk at driveway, including all cost for preparation, Meter adjustment, saw cutting, removing, disposing of trees as necessary. Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: FOUR DOLLARS W/ TWENTYFIVE CENTS per unit.	$4.25	$637.50
4	21 ADD. No 2	EA	Furnish all labor, equipment, and material to construct a Reinforced Concrete Single ADA Ramp per details. Including all cost for preparation, Meter adjustment, saw cutting, removing, disposing of existing trees, as necessary. Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: FIVE-HUNDRED-TWENTY-FIVE DOLLARS per unit.	$525.00	$11,025.00
5	2	EA	Furnish all labor, equipment, and material to construct a Reinforced Concrete Double ADA Ramp per details. Including all cost for preparation, Meter adjustment, saw cutting, and removing and disposing of trees as necessary. Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: NINE-HUNDRED DOLLARS per unit.	$900.00	$1,800.00
6	5	EA	Furnish all labor, equipment, and material to Install Truncated Domes (Pavers of Polymer Plastic Mat) on existing Reinforced Concrete ADA Ramp per details. Including all cost for preparation, Meter adjustment, saw cutting, removing, disposing of existing trees, as necessary. Also, includes all Relocations of Mail boxes, Stop & Street signs, complete in place at: TWO-HUNDRED SEVENTY-FIVE DOLLARS per unit.	$275.00	$1,375.00

7	150	LF	Furnish all labor, equipment, and material to construct a Reinforced Concrete Retaining Wall (12" to 36" Max), complete in place at: TWENTY FOUR DOLLARS per unit.	$24.00	$3,600.00
8	2	EA	Furnish all labor, equipment, and material to construct a Reinforced Concrete STEPS as per details on plans, complete in place at: THREE-HUNDRED-FIFTY DOLLARS per unit.	$350.00	$700.00
9	1	LS	Furnish all labor, equipment, and material to implement Traffic Control and Management during construction per Texas Manual on Uniform Traffic Control Devices, latest edition, complete in place at: TWO-THOUSAND FIVE-HUNDRED DOLLARS per unit.	$2,500.00	$2,500.00
10	1	CONT	Include $10,000.00 Contingencies as part of the Base Bid	$10,000.00	$10,000.00
				TOTAL BASE BID	$100,415.50

TOTAL BASE BID $100,415.50

TOTAL BASE BID WRITTEN IN WORDS: ONE-HUNDRED-THOUSAND FOUR-HUNDRED FIFTEEN W. FIFTY CENTS

DANIEL ALVARADO: ALC CONSTRUCTION INC.

Contractor

Signature Daniel Alvarado PRESIDENT

Title

3706 FLORES AVE. LAREDO/TX 78041

Address City/State Zip Code

Telephone Number: (956) 237-2369

Fax Number: (956) 725-0862

Date: 10/31/2013

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER, AND WHEN ALL CONSTRUCTION DEBRIS AND OTHER CONSTRUCTION MATERIALS ARE CLEARED FROM THE SITE.

AFFIDAVIT

PROJECT: "CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V)"

Form of Non-Collusive 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 of 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 29th day of October, 20 13.

Ma Yolanda Lopez
Notary Public

My Commission expires

May 29, 2016

NOTARY PUBLIC STATE OF TEXAS
MARIA YOLANDA LOPEZ
Notary Public
My Commission Expires
MAY 29, 2016

SureTec

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 CDBG Sidewalks City-Wide Project #57 (19.5 Blocks-District V)

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 17th day of October, 2013.

ALC Construction Co., Inc.
(Principal)

BY: Daniel Alvarado

TITLE: President

SURETEC INSURANCE COMPANY

BY: Maria Yolanda Lopez

Maria Yolanda Lopez, Attorney-in-Fact

POA #: 5169988

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: $ 160,000.00

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 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 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
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

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 17th day of October, 2013, 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.

#4

Bond No. 61838540

SECTION A-8
BID BOND

PROJECT: "CDBG Sidewalks City-Wide Project No. 57 (19.5 Blocks – District V)"

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

ALCE Construction, LLC

as Principal, and WESTERN SURETY COMPANY as Surety, are hereby held and firmly bound unto City of Laredo

as Owner in the penal sum of Five percent of greatest amount bid ($5% of bid amount) for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves, our heirs, executors, administrations, successors and assigns.

Signed; this 17th day of October, 20 13.

The condition of the above obligation is such that whereas the Principal has submitted to

a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the

CDBG Sidewalks City-Wide Project No. 57 {19.5 Blocks-District V}

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director

SUBJECT

Consideration for approval of the CDBG Median Beautification (10 Medians) – District V as complete, release of retainage and approval of final payment in the amount of $7,388.38 to ABBA Construction, L.L.C., Laredo, Texas. Final construction contract amount is $73,883.77. Funding is available in the CDBG 38th Action Year/2012 Grant.

PREVIOUS COUNCIL ACTION

On October 7, 2013, City Council awarded a construction contract to the lowest bidder ABBA Construction, LLC., Laredo, Texas, in the base bid amount of $67,854.97 for the CDBG Median Beautification (10 Medians) – District V with a construction contract time of sixty (60) working days.

BACKGROUND

The original project consisted of improvements to ten (10) existing medians with Terracotta full depth colored stamped brick patterned in District V throughout the City of Laredo.
Plans and specifications were prepared in-house by the Engineering Department.

Original construction contract amount…….. $67,854.97
(Approved by City Council on October 7, 2013)
Change order no. 1…… $6,028.80
(Approved by City Manager on December 5, 2013)
To exclude a 4” reinforced concrete median and
construct a 4” thick reinforced concrete parking area.
Final construction contract amount…….. $73,883.77

The project was completed within the contract time allotted.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

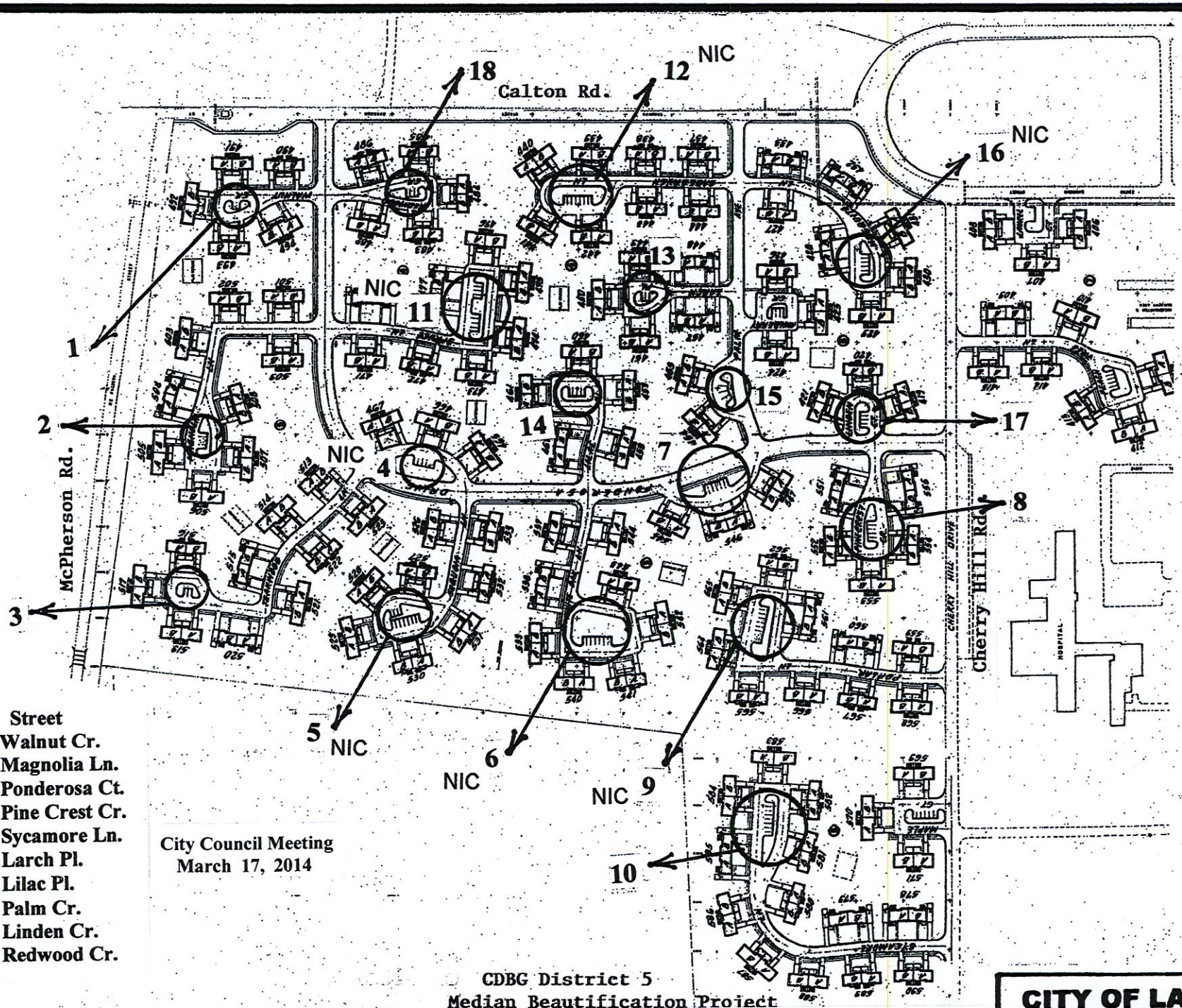
Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	CDBG 38th Action Year
Account #:	211-8140-535-1313
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the CDBG 38th Action Year/2012 Grant.
Account No. 211-8140-535-1313

Attachments

CDBG Median Beautification Project



#	Street
1	Walnut Cr.
2	Magnolia Ln.
7	Ponderosa Ct.
8	Pine Crest Cr.
10	Sycamore Ln.
13	Larch Pl.
14	Lilac Pl.
15	Palm Cr.
17	Linden Cr.
18	Redwood Cr.

City Council Meeting
March 17, 2014

N

CDBG District 5
Median Beautification Project

AWARD OF CONSTRUCTION CONTRACT TO LOWESTBIDDER FOR TH CDBG MEDIAN BEAUTIFICATION (10 MEDIANS) DISTRICT V

CITY OF LAREDO
ENGINEERING DEPARTMENT

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Ronnie Acosta, CD Director

SUBJECT

Consideration for approval of selection of consultant and approval to award a professional services contract to Sepulveda Associates Architects, Inc., Laredo, Texas in the amount of $61,430.00 for design and preparation of plans and specifications for the Elderly Rental Apartments located at 620 Santa Rita Avenue. Design work is to be done on a fast track basis, approximately five (5) months. Funding is available in the HOME Investment Program.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The scope will encompass providing architectural and engineering services that include but not limited to the following: topographical and utility civil surveys, soil geo-technical report and recommendations, new architectural and engineering design, preparation of new plans and specifications, construction observation phase services, including review of materials submittals, and review/approval of construction
invoices and assistance in project close-out for the new project in compliance with applicable local, state and federal regulations, and T.A.S. approval. Coordinate all phases of work with the Community Development Staff, City Engineering Staff and the Laredo Utilities Coordination Committee on a regular basis to address issues and/or other matters relevant to the orderly completion of the work.

Two (2) firms responded to the request for qualifications on Friday, April 23, 2013, at 4:00 P.M. as follows:

1. TEC Engineers & Consultants, Laredo, Texas, in association with Surface Management & Design, Inc., Laredo, Texas

2. Sepulveda Associates Architects, Laredo, Texas

The Staff Committee composed of several City Departments evaluated the submittals and based on the City's standard selection criteria (capability to perform, professional background, quality of projects, etc.). Sepulveda Associates Architects, Laredo, Texas, is recommended. (A/E Evaluation Scoring Summary attached).

The project is to be located at 620 Santa Rita Avenue, Parts of Lots 3, 4, 6, and 7, Block 286 W.D., in the Saint Peter's Neighborhood Historic District.

Design work is to be done on a fast track basis approximately five (5) months. Construction completion is estimated at one hundred eighty (180) calendar days.

A/E fee breakdown is as follows:

Schematic Design	$12,550.00
Design Development Phase	$17,580.00
Construction Document Phase	$19,330.00
Bidding and Negotiation	$1,240.00
Construction Observation Phase	$10,730.00
Total Fee	$61,430.00

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	HOME Investment Program
Account #:	217-6954-563-7535
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the HOME Investment Program No. 217-6954-563-7535

Attachments

A/E Evaluation Scoring Summary and Survey

A/E EVALUATION SCORING SUMMARY

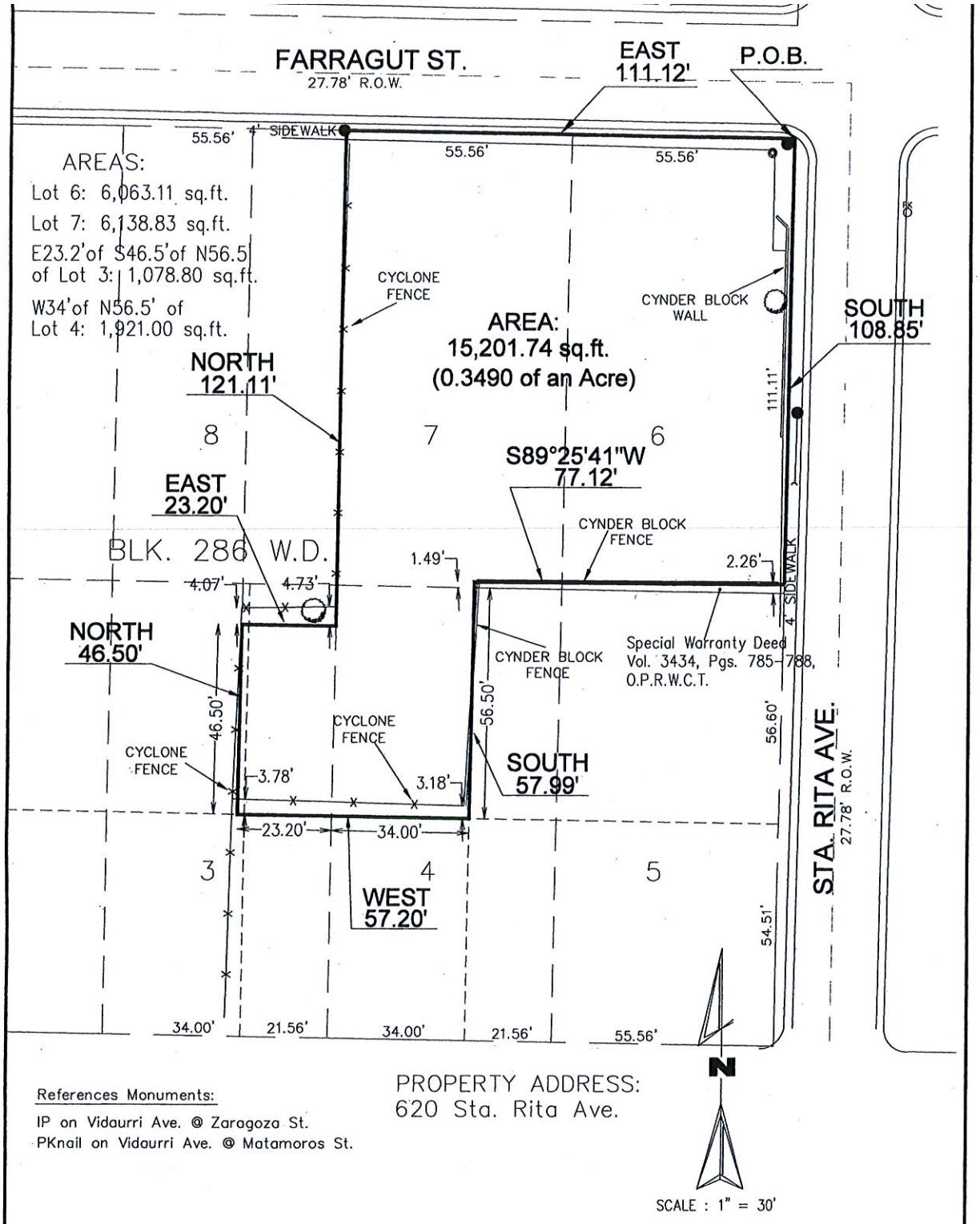
PROJECT: **Elderly Rental Apartments** Date: 09/25/13

Date:

		1 TEC Engineers Laredo, TX			2 Sepulveda Associates Architects Laredo, TX		
		Raw	Rank	Ranks Points	Raw	Rank	Ranks Points
	DEPT						
R.A.	CD	66	2	1	99	1	2
G.M.	Eng	98	2	1	99	1	2
R. C.	Building	87	2	1	94	1	2
R. M.	Environmental	94	2	1	100	1	2
	Solid Waste	*345*		***4***	*392*		***8***

RANK	POINTS
1st	2
2nd	1

By Rank :	***4***	***8***
By Raw Score :	*345*	*392*



References Monuments:

IP on Vidaurri Ave. @ Zaragoza St.
PKnail on Vidaurri Ave. @ Matamoros St.

PROPERTY ADDRESS:
620 Sta. Rita Ave.

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 20th day of December 2012.

STATE OF TEXAS
REGISTERED
ROGELIO RIVERA
3052
PROFESSIONAL
LAND SURVEYOR

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

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

UNIT 1 12-20-12
C:\Landpro2009\Farrag santarit\Farrag santarit3

SURVEY
of

A 15,201.74 sq.ft. (0.3490 of an Acre) Tract of Land, being part of Lot Nos. 3, 4, 6 & 7, Block No. 286, in the Western Division, City of Laredo, Webb County, Texas.

	BY :	DATE :
DRAWN :	C. Chapa	05-20-13
CHECKED :	R. Ramirez	05-20-13

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Mario Maldonado, Bridge Manager

SUBJECT

Consideration for approval to award a professional services contract to Structural Engineering Associates, Inc., San Antonio, Texas in an amount not to exceed $121,497.52 for design and preparation of plans and specifications for the World Trade Bridge On-Site HazMat Facility. Design work is to be approximately three (3) months. Funding is available in the 2005 and 2008 Bridge Bond.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project will construct a hazardous material containment facility within the confines of the World Trade International Bridge, U.S. facilities, which will capture and contain any hazardous material that is spilled by a leaking commercial vehicle within the U.S. facilities.

The project includes the construction of a new double pull-through hazardous material containment facility, including two concrete collection pits, masonry side and divider walls, a structural steel canopy, concrete approach and departure pavement, lighting, fire sprinkler system, and potable water connection. Construction of this facility will additionally require roadway/structural/trench excavation, backfill, site grading, concrete coatings, and metal decking on the canopy.

Design work is to be approximately three (3) months after preliminary plans have been approved.

Project engineering fee breakdown is as follows:

Structural (SEA)	$50,952.52
Civil (LAN)	$44,445.00
MEP (LAN)	$23,500.00
Printing/Travel	$2,600.00
Total Fee	$121,497.52

COMMITTEE RECOMMENDATION
N/A.

STAFF RECOMMENDATION
Approval of Motion.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	2005 Bridge Bond
Account #:	553-4065-535-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the:
2005 Bridge Bond - Account No. 553-4065-535-9301 $71,384.94
2008 Bridge Bond - Account No. 553-4067-535-9301 $68,478.52

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	2008 Bridge Bond
Account #:	553-4067-535-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Jose L. Flores, Airport Manager

SUBJECT

Consideration for approval of change order No. 1, an increase not to exceed $280,000.00 to the construction contract with Leyendecker Construction Inc., Laredo, Texas for the Laredo International Airport Aircraft Rescue and Fire Fighting Building to provide all materials necessary and to include, but not limited to: 8' high chain link fence with three strands barbed wires, cantilever gates with electrical operators, a rolling gate, concrete mow strip and traffic signage; light poles and electrical conduits, data conduits and electrical wiring for the additional gates; access control cabinet for gates to be connected to existing Gallagher Access Control System, card readers with pedestals, configuration, start-up and testing of the hardware and software and video cameras. Current construction contract amount with this change order is $3,868,000.00. Completion date for the project is scheduled for May 2014. Funding is available in the Airport Construction Fund FAA Grant No. 73.

PREVIOUS COUNCIL ACTION

On October 15, 2012, City Council awarded a construction contract to the lowest bidder Leyendecker Construction Inc., Laredo, Texas, in the amount of $3,588,000.00 for the Laredo International Airport Aircraft Rescue and Fire Fighting Station with a construction contract time of three hundred sixty-five (365) calendar days.

BACKGROUND

The proposed Aircraft Rescue and Fire Fighting facility is an Index C compliant ARFF station situated on a two-acre site, 300 feet south of the terminal apron. The 15,400 SF building will be located immediately east of Taxiway J at the intersection with Taxiway D. The new facility will encompass two tandem drive-through apparatus bays and one maintenance bay, supported by a gear wash/decontamination room, an agent storage room, SCBA, workshop and hose drying room. The private staff area has six shared sleeping rooms supported by three toilet/shower bathrooms, a laundry room and exercise room. Operations spaces include two staff offices, watch/alarm and conference room, kitchen/dining room, TV and dayroom, with rooms for I.T., mechanical and electrical equipment. The site work includes water for firefighting and domestic use, a sanitary sewer, and power and communications conduit. A concrete paved ARFF vehicle driveway from the airfield loops around the building to expedite parking and refilling of on-board water and agent tanks. Landside access is provided by a concrete paved driveway from the AOA fence-line, serving 18 staff and vehicle parking spaces. Plans and specifications were prepared by URS Corporation, Dallas, Texas.

This change order no. 1 is to provide all materials necessary and install, but not limited to: 8’ high chain link fence with three strands barbed wires, cantilever gates with electrical operators, a rolling gate, concrete mow strip and traffic signage; light poles and electrical conduits, data conduits and electrical wiring for the additional gates; access control cabinet for gates to be connected to existing Gallagher Access Control System, card readers with pedestals, configuration, start-up and testing of the hardware and software and video cameras.

Original construction contract amount……. $3,588,000.00
(Awarded by City Council on October 15, 2012)
This change order no. 1…… $280,000.00
Current construction contract amount……. $3,868,000.00

COMMITTEE RECOMMENDATION

On March 4, 2014, the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

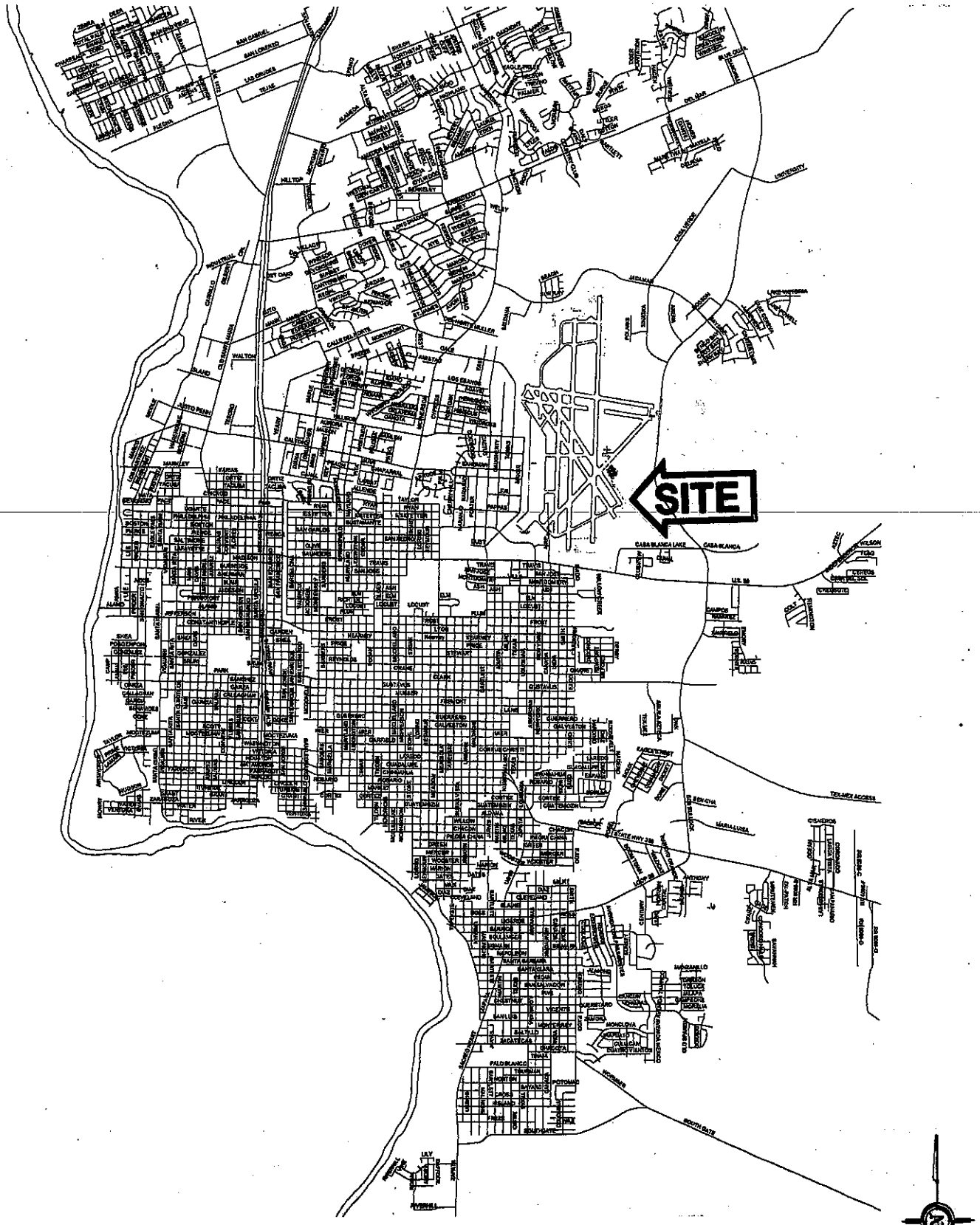
Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	Airport FAA Grant No. 73
Account #:	433-3603-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Airport Construction Fund - FAA Grant No. 73.
Account No. 433-3603-585-9301

Attachments

Airport Aircraft Rescue and Fire Fighting Bldg.



CONSIDERATION FOR APPROVAL OF CHANGE ORDER No.1, FOR THE INTERNATIONAL AIRPORT AIRCRAFT RESCUE AND FIRE FIGHTING BUILDING

City Council Meeting March 17, 2014	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Jose L. Flores, Airport Manager

SUBJECT

Consideration for approval to award a professional services contract to Lockwood, Andrews &Newnam, Inc., Dallas, Texas, for a total amount not to exceed $393,033.00 for the programming, design, preparation of plans and specifications and bidding services for following Laredo International Airport Improvements:

1. Security System Improvements Phase I and Phase II not to exceed $159,700.00;

2. Air Cargo Road Extension not to exceed $124,882.00;

3. M&M Cargo Parking Lot Rehabilitation not to exceed $63,356.00 and

4. Maintenance Facility not to exceed $45,095.00.

Design work is to be approximately three (3) months. Funding will be available in the Airport Construction Fund.

PREVIOUS COUNCIL ACTION

City Council selected on May 20, 2013; Lockwood, Andrews &Newnam, Inc., to design and prepare plans and specifications for future Laredo International Airport Improvements.

BACKGROUND

1. Airport Security System Improvements Phase I and Phase II. Amendment no. 1 anincrease of $159,700.00 for the design, preparation of plans and specifications and bidding services.

• Scope of services to be completed in Phase I: Upgrades and patches for the existing system to bring it up to date.Improvements necessary to develop report generation capabilities specific to the Airport’s operational needs.Expansion of server to include 90 days to storage.Connection of system to emergency generator power.New monitoring station.Access controls at four (4) locations in the north side of the terminal at the new security room doors and the two doors at the end of the hallway outside of the new security room and Build out of the new security room.

• Scope of services to be completed in Phase II. Install access controls at ten (10) vehicular gates, three (3) pedestrian gates and relocate access controls at gate 20. Gates on which access controls are to be installed includes gates, 5, 6, 8, 9P, 15, 18P, 20, 26P, 30, 33, 34, 35, 36 and the Altair. Will include software/patches necessary for system expansion. This work will be coordinated with installation of new gates at these locations being performed under a separate contract. Install fiber optic cable from the terminal to a location (to be determined) on the west side of the airport including electronic equipment design. Where applicable, this will allow for wireless signals at the west side gates to be transmitted to this new location instead of across the airport. Existing duct banks beneath airfield pavement will be utilized. No additional duct bank placement beneath this pavement is anticipated. Install three thermal cameras, at locations to be determined to aide in identifying and tracking perimeter breaches.

2. Air Cargo Road Extension. Not to exceed $124,882.00 for the design, preparation of plans and specifications and bidding services.
The road will be either asphalt or concrete with curb and gutter and will be extended approximately 1,500 feet with a width of 50’ from back of curb to back of curb. Options for both asphalt and concrete pavement sections will be provided for in the construction documents. A cul-de-sac with the capacity to allow for an 18-wheelter turnaround will be constructed at the end of the road. Water and sanitary sewer utilities will be extended to the roadway end to accommodate future development.

3. M&M Cargo Parking Lot Rehabilitation. Not exceed $63,356.00 for the design, preparation of plans and specifications and bidding services.

M&M Cargo is located on the west side of the Airport. The parking lot is approximately 4,500 square yards of pavement. Approximately 4,250 square yards is hot mix asphalt (HMA). Truck parking pads constructed of Portland cement concrete (PCC) make up the remaining 250 square yards. Both the asphalt and concrete pavement are in poor condition. There is extensive cracking in the PCC pavement and there is very little binder material remaining in the HMA pavement. Curb and gutter along portions of the east edge and along the west edge of the parking lot is also in poor condition. The parking lot pavement is to be reconstructed within its current limits. The parking lot will be modified as necessary to conform to Texas Accessibility Standards.

4. Maintenance Facility. Not to exceed $45,095.00 for the programming phase only.
The facility will contain both finished and unfinished space and will be utilized by both Airport Building Maintenance and Ground Maintenance departments. Prior to proceeding with the design of the facility, a programming phase will be completed to ensure that the building facilities are in line with the Owner’s requirements and to confirm that the proposed site is compatible with development of the facility. A programming document is the intended deliverable for this project phase.

COMMITTEE RECOMMENDATION

On March 4, 2014, the Airport Advisory Board considered this item and recommended approval.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	Airport Operations Fund
Account #:	242-3610-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Airport Operations Fund.
Account No. 242-3610-585-9301

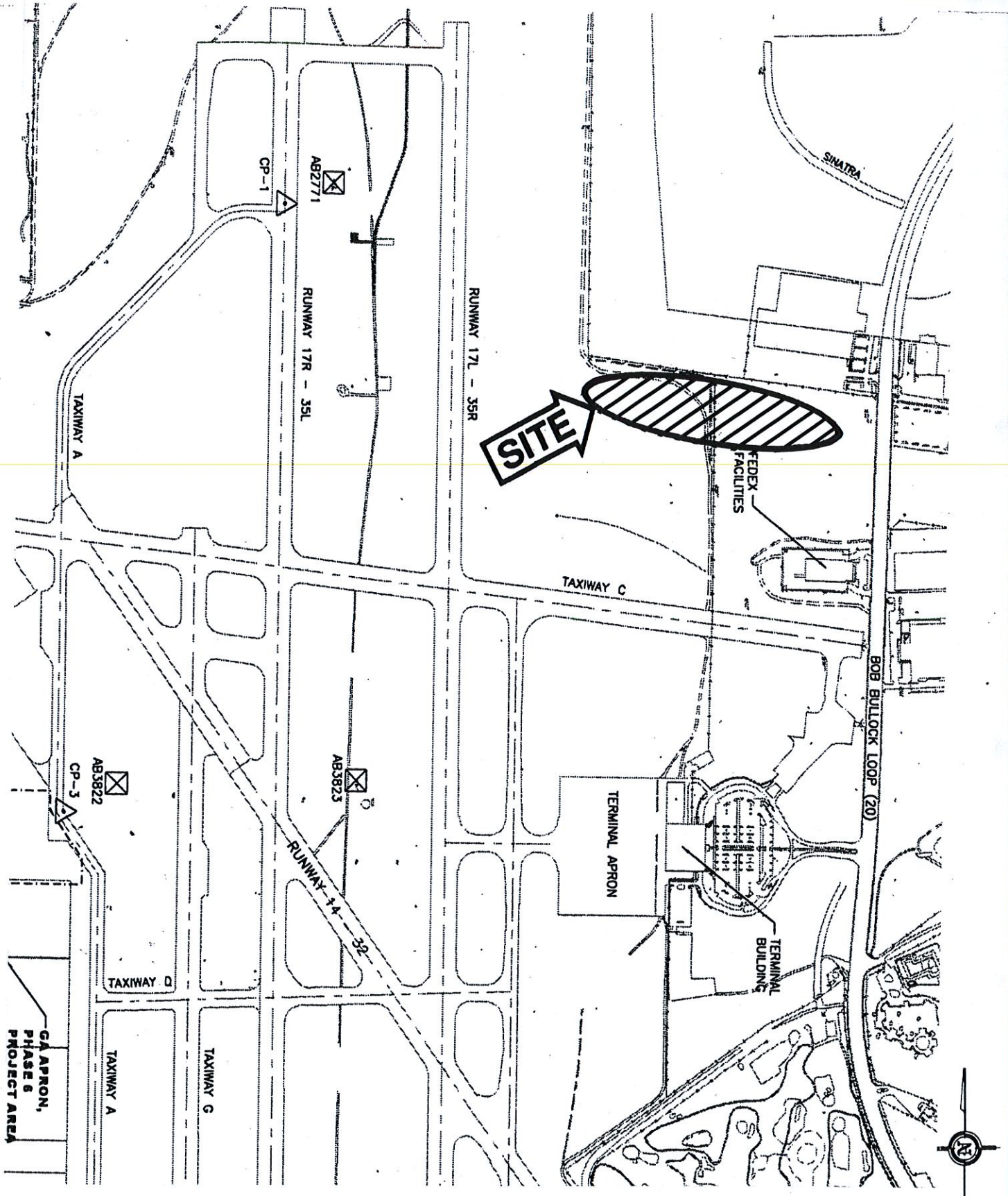
Fiscal Year:	2014
Bugeted Y/N?:	yes
Source of Funds:	Airport Construction Fund
Account #:	433-3675-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Airport Construction Fund. FAA Grant No. 75 Airport Security Systems Imprvs.
Account No.433-3675-585-9301

Attachments

Laredo International Airport Air Cargo Rd. Extension



CONSIDERATION FOR APPROVAL TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR DESIGN AND PREPARATION OF PLAN AND SPECIFICATIONS FOR THE LAREDO INTERNATIONAL AIRPORT AIR CARGO ROAD EXTENSION

City Council Meeting March 17, 2014	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

CARGO ROAD EXTENSION EXHIBIT

Motions **32.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Monica C. Flores, Acting Human Resources Director; Miguel A. Pescador, Purchasing Division

---

SUBJECT

Consideration to reject all submittals received from Request for Qualifications (RFQ) for Providers of Drug and Alcohol Testing Services for the City of Laredo. Submittals received were missing information in order to properly evaluate and select. Approval is requested to re-solicit this RFQ in order to obtain a wider pool of applicants and receive submittals from qualified vendors.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo desires to engage the services of an independent contractor to perform employee drug and alcohol screenings. The drug testing is to be done according to the requirements of the Substance Abuse Mental Health Services Administration (SAMHSA). Such alcohol screening is to be done by Evidential Breath Tester (EBT) Device which meets the National Highway Transportation Safety Administration specification for precision and accuracy.

Three (3) bids were received in December 2013 at City Secretarys Office. One is no longer in business (Cleared for Duty) and the other two submitted incomplete RFQs.

Staff therefore recommends to reject all bids received and approval to revise specifications and re-bid this RFQ.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Financial Impact.

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Monica Flores, Acting Human Resources Director

SUBJECT

Consideration to award contract number FY14-036 to provide Independent Employee Benefits Consultant Services to HUB International, Inc. This contract will provide the City of Laredo with employee benefits consulting services. Services include: assistance in all phases of RFP processes for Medical Plan, personal insurance, flexible spending account, medicare supplement, retiree drug subsidy application; contract compliance; budgetary reports, wellness incentive programs, etc. Contract amount is for a one (1) year period and in the amount of $40,000.00. Funding is available in the Human Resources Department budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Mr. Kenneth Wethe of RWL Benefits Consultants was providing independent benefits consulting services for the City of Laredo for approximately 13 years. Mr. Wethe assisted in negotiating favorable insurance renewals and maintaining insurance policies , service contracts, self funded plan. Also, he assisted in keeping the City of Laredo compliant with plan design changes as per legislative mandates.

The City received five (5) requests for qualifications for benefits consulting services. In determining the best value for the City of Laredo, the following criteria was considered when evaluating all requests for qualifications received by the Human Resources Department.

- Capability to perform all of the services required for the immediate and future projects.
- Past public entity insurance consulting experience comparable to the proposed scope of services
- Reputation for personnel and professional integrity and competence
- Professional background and caliber of key personnel
- Current workload
- Capability to meet renewal dates

- Meet License Requirements
- Familiarity with proximity to the geographic location of the City.

Benefits Consultant Score Card and recommended consultant presentation is attached.

The intent of this contract is to secure an Independent Employee Benefits Consultant for the City of Laredo. This contract is for $40,000 for one year with the City having the option to extend for two (2) additional years (2nd year same fee, 3rd year no more than 5% increase).

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	Health & Benefits Fund
Account #:	660-2035-513-5526
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the services needed, since the City needs to purchase these services. The City's obligation for performance of contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchase can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding for this contract is available in the Human Resources Department budget.

Attachments

HUB Finalist Presentation

Benefits Consultants Score Card

INDEPENDENT EMPLOYEE BENEFITS CONSULTANT FY 2013-2014, FY14-036

Presented by:
Randy McGraw, CEBS
Senior Vice President
HUB International Insurance Services
201 E. Main St. Suite 800
El Paso, Texas 79901
Direct: 915-496-8488
Randy.McGraw@hubinternational.com
www.hubinternational.com

Who We Are

- HUB International Insurance Services
- International organization with a local presence
- Your consulting team is based in El Paso, Texas – current benefit consulting engagements in Dallas, Austin, San Antonio, Corpus Christi, Laredo, Waco, Odessa, El Paso, Texas and Tempe, Arizona
  - JDW Insurance established in 1898, acquired by HUB in 2012
  - Properly licensed as Life and Health Insurance Counselors
- Randy McGraw – Senior Vice President, Lead Consultant
- Elisa Holguin – Senior Benefits Consultant
- Debbie Lopez – Senior Data Analyst

What makes our firm ideally suited for this contract?

- Experience
  - Randy McGraw has been working with Texas Cities since 1985
- Dedicated Data Analyst
  - In 2009 we recognized the importance of incorporating a dedicated data analyst into our team. Our Senior Data Analyst was a former V.P. of Operations for a full scale Third Party Administrator. Her knowledge base and skill sets impress all of our clients.
- Consulting Role
  - Our consultants are actually involved in the data analysis, strategic planning, and all aspects of the programs we manage. We are not spokespeople for behind the scenes support personnel
- Accurate Forecasting
  - We have historically demonstrated precise forecasting over extended periods of time
- Fee Based Consulting
  - 90% our team's revenue is generated by fees, not commissions from product placement. We have some grandfathered accounts that are still commission based compensation

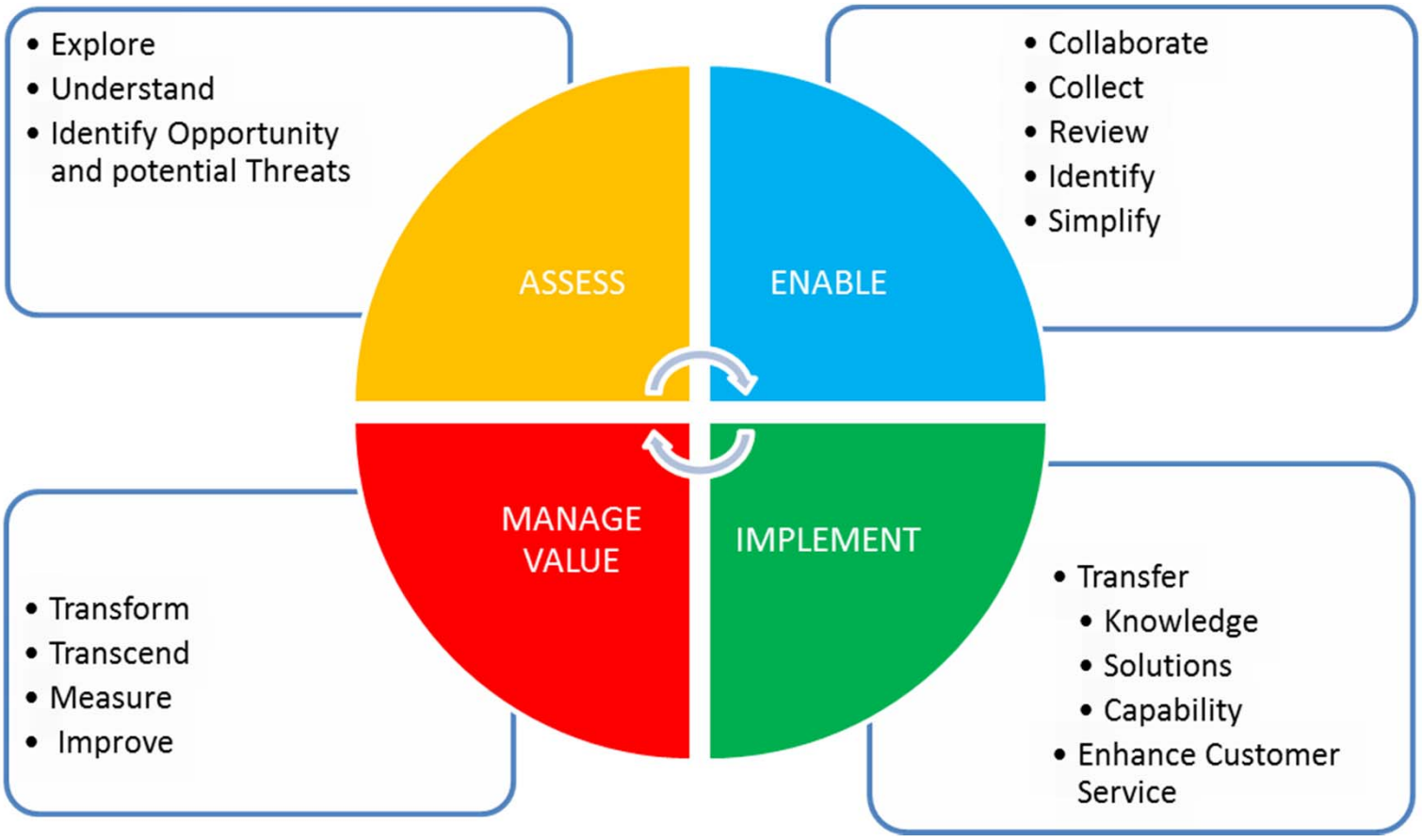
HUB International Insurance Services

What differs in our approach?

- Warning - We are “Bad” Employees!
  - Our team members are highly trained and educated. We know and understand the regulations and requirements impacting benefit plans and Human Resource Policies. We are our own HR department’s worst nightmare. We question policies and procedures. We take a stand on principles. We argue and debate opinions and guidance from every vendor we interact with. We transform our experience and knowledge into support and resources for our diverse client base.
- We are “Multi-Cultural”
  - We work with many public entities, including three Texas Cities and three Texas Counties right now. Each public entity is unique in its own way. There is no “one size fits all” approach or style. We adapt our services to meet the needs of each client.
- We question everything
  - In the initial stages of our approach, we begin each assessment with a clean slate. We take no information for granted, and verify all practices, data sets, and checks and balances.
- Common Sense
  - “It’s hard to find good help”. Common sense is a hard wired and learned behavior and is not easily taught. Identifying true talent and recruiting that talent to our team translates to satisfied clients and desirable results.

HUB International Insurance Services

Our Transition Strategy



Your Scope of Work

Assistance with the preparation of Request for Proposal (RFP) specifications, for the City of Laredo self-funded medical plan, which consists of evaluation of proposals received and review of contracts for the following Third Party Administration Services:

- **Administration Services**
- **Utilization Review Services**
- **Medical Network**
- **Prescription Drug Network**
- **Stop Loss Insurance**
- **COBRA Administrations Services**

Your Scope of Work

The consultant shall attempt to negotiate a favorable renewal for employee group benefits such as Flexible Spending Account, dental plan, basic life, dependent life, term life, disability, AD&D, Personal Accidental Insurance, Medicare Supplement, personal insurances, vision plan and assist with the implementation of renewals.

Your Scope of Work

The consultant shall provide services in accordance with applicable laws and regulations. The consultant shall keep the City apprised of and in compliance with industry changes, practices, costs and trends at the local, regional, and national levels and the impact on the public and private sectors, including but not limited to the HIPPA, Affordable Care Act; Medicare & Medicaid Creditable Coverage Disclosure and other federal and state laws.

Your Scope of Work

Assist with implementation of Medicare Part D Retiree Drug Subsidy (RDS) for plan year beginning October 1, 2014.

Assist with insurance contract requirements when requested by Human Resources Manager.

When necessary contact insurance agent regarding any policy discrepancies that need to be addressed and follow-up with agent until all issues are satisfactorily resolved.

Assistance in maintaining insurance policies, service contracts and self-funded plan document during the course of the year, including any changes in these documents that may be required due to legislation.

Unique and Specialized Capabilities

- Some of our specialized projects
  - On site primary care clinics – various financial arrangements
  - Access to no cost primary care off site clinics – capitated risk
  - Integration of data collected through the “free” clinics into the claims administrator’s health management systems
  - Value based plan designs – several “firsts” in the nation
  - Biometric screenings with financial incentives, with data feeds into the administrator’s health management systems
  - The entire range of disease management programs
  - Lifestyle reimbursement incentives
  - Labor Negotiations
  - Self Funded Legal Plan

How we create stability for the Employer and the Plan Beneficiaries

- Maximize value and results from vendors
- Set Proper Funding
- Create market competition from providers
- Engage and educate beneficiaries
- Manage Expectations
- Constantly monitor results
- Educate and change behaviors

QUESTIONS

Please contact our references

We are ready to begin!

Benefits Consultants Score Card

RFQ Bids Received Score Human Resources Review	
Consulting Firm Name:	**Score:**
HUB International, Inc.	40
McGriff, Siebels & Williams, Inc	39
Gallagher Benefits Svcs, Inc.	28
Valley Risk Consulting, Inc	26
IMA, Inc	13

* Two Finalists Interviewed by Committee	
Consulting Firm Name:	**Score:**
HUB International, Inc.	200
McGriff, Siebels & Williams, Inc	194

*Committee: Horacio De Leon, Assistant City Manager; Monica C. Flores, Acting Human Resources Director; Martin Aleman,Budget Manager, Rosa E. Salinas, HR Officer; Alma Alviar, HR Assistant III.

Review based on the following:

- ◊ Capability to perform all of the services required for the immediate and future projects
- ◊ Past public entity insurance consulting experience comparable to the proposed scope of services
- ◊ Reputation for personnel, professional integrity and competence
- ◊ Professional background and caliber of key personnel
- ◊ Current workload
- ◊ Capability to meet renewal dates
- ◊ Meet License Requirements
- ◊ Familiarity with proximity to the geographic location of the City

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Stephen R. Geiss, Solid Waste Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual contract FY13-026 to Austin Wood Recycling, Cedar Park, Texas in an amount up to $106,200.00 for the grinding of wood waste material (brush, branches, pallets, etc.,) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. Funding is available in the Solid Waste Services Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded one year contract FY13-026 to Austin Wood Recycling on 3/18/13.

BACKGROUND

Staff is recommending that this contract be extended for one additional year. Approximately 100,000 cubic yards of material will be available for disposal. Contract pricing will remain the same as in year one. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Contract Pricing

Austin Wood Recycling	Est. Qty	Unit Price	Est. Total
Option 1 Single Pass Grinding (1"x6")	80,000 cyd.	$ 0.99/cyd	$ 79,200.00
Option 2 Double Pass Grinding (<1"x6")	20,000 cyd.	$ 1.35/cyd	$ 27,000.00

$ 106,200.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55625605333940
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Funding for this service is available in the Solid Waste Fund budget.

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY14-046 to the bidder meeting specifications, McNeilus Truck & Manufacturing, Dodge Center, Minnesota in an amount not to exceed $160,000.00, for the purchase of McNeilus Original Equipment Manufacturer (OEM) equipment repair parts and service for the City's refuse trucks. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids for awarding an annual supply contract for the purchase of McNeilus original equipment manufacturer repair parts and service. This contract establishes a percentage discount on original equipment manufacturer parts. Laredo Mechanical Industrial submitted a bid but they are not authorized McNeilus OEM repair parts and service dealer. Staff has reviewed the bids submitted and is recommending that a contract be awarded to the bidder meeting specifications McNeilus Truck & Manufacturing, Dodge Center, Minnesota. Parts and service will be furnished by the Houston, Texas McNeilus branch. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial one year term.

Bid Summary:

	McNeilus Truck & Manufacturing	Laredo Mechanical Industrial
Percentage of Discount Offered	0%	Cost +10%
Type of Price Schedule	McNeilus	McNeilus
Price Schedule Number	Fleet Price	Manufacturer
Labor Rate for Service	$ 75.00/Hour $ 95.00/Hour $ 125.00/Hour after 5:30 PM	$ 80.00/Hour
Mileage Rate	$ 65.00/Hour	N/A

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2014

Bugeted Y/N?: Yes

Source of Funds:

Account #: 59328105332078

Change Order: Exceeds 25% Y/N:

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.

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY14-043 to the low bidder meeting specifications, Gonzalez Auto Parts, Laredo, Texas in an amount up to $75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. All batteries will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received seven (7) bids for awarding an annual supply contract to furnish automotive batteries needed for all City vehicles. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Staff has reviewed the bids submitted and is recommending that a contract be awarded to the bidder meeting specifications Gonzalez Auto Parts, Laredo, Texas.

The apparent low bidder, Arnold Oil submitted a bid that did not meet the published specifications. The second lowest bidder does not have a local facility to supply batteries. Based on the Fleet Department's review of the bids submitted, staff is recommending that a contract be awarded to the bidder Gonzalez Auto Parts, Laredo, Texas meeting the published specifications and using the 5% local preference.

The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial one year term.

Bid Summary:

Vendor	Section IA Built in USA 1 Year Battery Replacement	Section IB Built in USA 1 1/2 Year Battery Replacement
Arnold Oil Company	$ 39,837.90**	$ 39,837.90**
Poppe Automotive Warehouse	$ 40,171.66***	$ 40,171.66***
Gonzalez Auto Parts	$ 40,996.80	$ 40,996.80
O'Reilly Auto Parts	$ 51,067.70	$ 51,067.70
Full Service Auto	No Bid	$ 42,798.48
Napa Auto Parts	No Bid	$ 49,530.22
Interstate Battery of S. Texas	No Bid	No Bid

**Does not meet specifications
***Does not have a local facility

Complete listings of pricing and battery size are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be approved.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?: Yes
Source of Funds:
Account #: 59328105332071
Change Order: Exceeds 25% Y/N:

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.

Attachments

Bid Tab FY14-043

Bid Tabulation FY14-043
Auto Batteries-Fleet Dept.
February 20, 2014 @ 3PM

Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	Gonzalez Auto Parts Laredo, TX Unit Price	Gonzalez Auto Parts Laredo, TX Ext. Total	Full Service Auto Parts San Antonio, TX Unit Price	Full Service Auto Parts San Antonio, TX Ext. Total	Poppe Automotive Warehouse San Antonio, TX Unit Price	Poppe Automotive Warehouse San Antonio, TX Ext. Total	Napa Autoparts Laredo, TX Unit Price	Napa Autoparts Laredo, TX Ext. Total
BAT-78	110	650	50	$ 68.00	$ 3,400.00	$ -	$ -	$ 61.57	$ 3,078.50	$ -	$ -
BAT-58R	80	580	16	$ 59.00	$ 944.00	$ -	$ -	$ 56.67	$ 906.72	$ -	$ -
BAT-31P	170	950	24	$ 74.95	$ 1,798.80	$ -	$ -	$ 79.77	$ 1,914.48	$ -	$ -
BAT-31S	170	950	120	$ 79.85	$ 9,582.00	$ -	$ -	$ 79.77	$ 9,572.40	$ -	$ -
BAT-24F	90	460	14	$ 55.00	$ 770.00	$ -	$ -	$ 48.97	$ 685.58	$ -	$ -
BAT-24	90	460	18	$ 55.00	$ 990.00	$ -	$ -	$ 48.97	$ 881.46	$ -	$ -
BAT-65	160	850	200	$ 69.00	$ 13,800.00	$ -	$ -	$ 71.37	$ 14,274.00	$ -	$ -
BAT-58	80	540	10	$ 59.00	$ 590.00	$ -	$ -	$ 56.67	$ 566.70	$ -	$ -
BAT-34	120	700	20	$ 64.00	$ 1,280.00	$ -	$ -	$ 69.97	$ 1,399.40	$ -	$ -
BAT-75	90	650	20	$ 65.00	$ 1,300.00	$ -	$ -	$ 69.97	$ 1,399.40	$ -	$ -
BAT-27	160	675	20	$ 67.00	$ 1,340.00	$ -	$ -	$ 59.47	$ 1,189.40	$ -	$ -
BAT-94R	140	730	48	$ 96.00	$ 4,608.00	$ -	$ -	$ 80.47	$ 3,862.56	$ -	$ -
BAT-U1R	34	235	18	$ 33.00	$ 594.00	$ -	$ -	$ 24.47	$ 440.46	$ -	$ -
				Total	$ 40,996.80	Total	$ -	Total	$ 40,171.06	Total	$ -

Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	O' Reilly Auto Parts Springfield, MO Unit Price	O' Reilly Auto Parts Springfield, MO Ext. Total	Interstate Battery of S.Texas Corpus Christi, TX Unit Price	Interstate Battery of S.Texas Corpus Christi, TX Ext. Total	Arnold Oil Co. Austin, TX Unit Price	Arnold Oil Co. Austin, TX Ext. Total
BAT-78	110	650	50	$ 75.17	$ 3,758.50	$ -	$ -	$ 58.20	$ 2,910.00
BAT-58R	80	580	16	$ 76.33	$ 1,221.28	$ -	$ -	$ 57.23	$ 915.68
BAT-31P	170	950	24	$ 90.00	$ 2,160.00	$ -	$ -	$ 74.69	$ 1,792.56
BAT-31S	170	950	120	$ 90.00	$ 10,800.00	$ -	$ -	$ 74.69	$ 8,962.80
BAT-24F	90	460	14	$ 78.48	$ 1,098.72	$ -	$ -	$ 56.26	$ 787.64
BAT-24	90	460	18	$ 75.42	$ 1,357.56	$ -	$ -	$ 56.26	$ 1,012.68
BAT-65	160	850	200	$ 93.39	$ 18,678.00	$ -	$ -	$ 70.81	$ 14,162.00
BAT-58	80	540	10	$ 74.19	$ 741.90	$ -	$ -	$ 53.35	$ 533.50
BAT-34	120	700	20	$ 76.07	$ 1,521.40	$ -	$ -	$ 62.08	$ 1,241.60
BAT-75	90	650	20	$ 69.74	$ 1,394.80	$ -	$ -	$ 63.05	$ 1,261.00
BAT-27	160	675	20	$ 82.97	$ 1,659.40	$ -	$ -	$ 64.99	$ 1,299.80
BAT-94R	140	730	48	$ 125.62	$ 6,029.76	$ -	$ -	$ 90.21	$ 4,330.08
BAT-U1R	34	235	18	$ 35.91	$ 646.38	$ -	$ -	$ 34.92	$ 628.56
				Total	$ 51,067.70	Total	$ -	Total	$ 39,837.90

Battery Price Schedule Section IB-Built In USA 1 1/2-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	Gonzalez Auto Parts Laredo, TX Unit Price	Gonzalez Auto Parts Laredo, TX Ext. Total	Full Service Auto Parts San Antonio, TX Unit Price	Full Service Auto Parts San Antonio, TX Ext. Total	Poppe Automotive Warehouse San Antonio, TX Unit Price	Poppe Automotive Warehouse San Antonio, TX Ext. Total	Napa Autoparts Laredo, TX Unit Price	Napa Autoparts Laredo, TX Ext. Total
BAT-78	110	650	50	$ 68.00	$ 3,400.00	$ 63.00	$ 3,150.00	$ 61.57	$ 3,078.50	$ 66.74	$ 3,337.00
BAT-58R	80	580	16	$ 59.00	$ 944.00	$ 62.96	$ 1,007.36	$ 56.67	$ 906.72	$ 83.00	$ 1,328.00
BAT-31P	170	950	24	$ 74.95	$ 1,798.80	$ 80.42	$ 1,930.08	$ 79.77	$ 1,914.48	$ 98.99	$ 2,375.76
BAT-31S	170	950	120	$ 79.85	$ 9,582.00	$ 80.42	$ 9,650.40	$ 79.77	$ 9,572.40	$ 98.99	$ 11,878.80
BAT-24F	90	460	14	$ 55.00	$ 770.00	$ 61.19	$ 856.66	$ 48.97	$ 685.58	$ 65.00	$ 910.00
BAT-24	90	460	18	$ 55.00	$ 990.00	$ 61.19	$ 1,101.42	$ 48.97	$ 881.46	$ 66.99	$ 1,205.82
BAT-65	160	850	200	$ 69.00	$ 13,800.00	$ 76.12	$ 15,224.00	$ 71.37	$ 14,274.00	$ 79.99	$ 15,998.00
BAT-58	80	540	10	$ 59.00	$ 590.00	$ 58.04	$ 580.40	$ 56.67	$ 566.70	$ 67.99	$ 679.90
BAT-34	120	700	20	$ 64.00	$ 1,280.00	$ 67.00	$ 1,340.00	$ 69.97	$ 1,399.40	$ 71.00	$ 1,420.00
BAT-75	90	650	20	$ 65.00	$ 1,300.00	$ 62.00	$ 1,240.00	$ 69.97	$ 1,399.40	$ 60.99	$ 1,219.80
BAT-27	160	675	20	$ 67.00	$ 1,340.00	$ 70.30	$ 1,406.00	$ 59.47	$ 1,189.40	$ 88.99	$ 1,779.80
BAT-94R	140	730	48	$ 96.00	$ 4,608.00	$ 96.00	$ 4,608.00	$ 80.47	$ 3,862.56	$ 140.99	$ 6,767.52
BAT-U1R	34	235	18	$ 33.00	$ 594.00	$ 39.12	$ 704.16	$ 24.47	$ 440.46	$ 34.99	$ 629.82
				Total	$ 40,996.80	Total	$ 42,798.48	Total	$ 40,171.06	Total	$ 49,530.22

Bid Tabulation FY14-043
Auto Batteries-Fleet Dept.
February 20, 2014 @ 3PM

Battery Price Schedule Section IB-Built In USA 1 1/2-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	O' Reilly Auto Parts Springfield, MO Unit Price	O' Reilly Auto Parts Springfield, MO Ext. Total	Interstate Battery of S.Texas Corpus Christi, TX Unit Price	Interstate Battery of S.Texas Corpus Christi, TX Ext. Total	Arnold Oil Co. Austin, TX Unit Price	Arnold Oil Co. Austin, TX Ext. Total
BAT-78	110	650	50	$ 75.17	$ 3,758.50	$ -	$ -	$ 58.20	$ 2,910.00
BAT-58R	80	580	16	$ 76.33	$ 1,221.28	$ -	$ -	$ 57.23	$ 915.68
BAT-31P	170	950	24	$ 90.00	$ 2,160.00	$ -	$ -	$ 74.69	$ 1,792.56
BAT-31S	170	950	120	$ 90.00	$ 10,800.00	$ -	$ -	$ 74.69	$ 8,962.80
BAT-24F	90	460	14	$ 78.48	$ 1,098.72	$ -	$ -	$ 56.26	$ 787.64
BAT-24	90	460	18	$ 75.42	$ 1,357.56	$ -	$ -	$ 56.26	$ 1,012.68
BAT-65	160	850	200	$ 93.39	$ 18,678.00	$ -	$ -	$ 70.81	$ 14,162.00
BAT-58	80	540	10	$ 74.19	$ 741.90	$ -	$ -	$ 53.35	$ 533.50
BAT-34	120	700	20	$ 76.07	$ 1,521.40	$ -	$ -	$ 62.08	$ 1,241.60
BAT-75	90	650	20	$ 69.74	$ 1,394.80	$ -	$ -	$ 63.05	$ 1,261.00
BAT-27	160	675	20	$ 82.97	$ 1,659.40	$ -	$ -	$ 64.99	$ 1,299.80
BAT-94R	140	730	48	$ 125.62	$ 6,029.76	$ -	$ -	$ 90.21	$ 4,330.08
BAT-U1R	34	235	18	$ 35.91	$ 646.38	$ -	$ -	$ 34.92	$ 628.56
				Total	$ 51,067.70	Total	$ -	Total	$ 39,837.90

Battery Price Schedule Section IIA – Not-Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	Gonzalez Auto Parts Laredo, TX Unit Price	Gonzalez Auto Parts Laredo, TX Ext. Total	Full Service Auto Parts San Antonio, TX Unit Price	Full Service Auto Parts San Antonio, TX Ext. Total	Poppe Automotive Warehouse San Antonio, TX Unit Price	Poppe Automotive Warehouse San Antonio, TX Ext. Total	Napa Autoparts Laredo, TX Unit Price	Napa Autoparts Laredo, TX Ext. Total
BAT-78	110	650	50	$ -	$ -	$ -	$ -	$ 61.57	$ 3,078.50	$ -	$ -
BAT-58R	80	580	16	$ -	$ -	$ -	$ -	$ 56.67	$ 906.72	$ -	$ -
BAT-31P	170	950	24	$ -	$ -	$ -	$ -	$ 79.77	$ 1,914.48	$ -	$ -
BAT-31S	170	950	120	$ -	$ -	$ -	$ -	$ 79.77	$ 9,572.40	$ -	$ -
BAT-24F	90	460	14	$ -	$ -	$ -	$ -	$ 48.97	$ 685.58	$ -	$ -
BAT-24	90	460	18	$ -	$ -	$ -	$ -	$ 48.97	$ 881.46	$ -	$ -
BAT-65	160	850	200	$ -	$ -	$ -	$ -	$ 71.37	$ 14,274.00	$ -	$ -
BAT-58	80	540	10	$ -	$ -	$ -	$ -	$ 56.67	$ 566.70	$ -	$ -
BAT-34	120	700	20	$ -	$ -	$ -	$ -	$ 69.97	$ 1,399.40	$ -	$ -
BAT-75	90	650	20	$ -	$ -	$ -	$ -	$ 69.97	$ 1,399.40	$ -	$ -
BAT-27	160	675	20	$ -	$ -	$ -	$ -	$ 59.47	$ 1,189.40	$ -	$ -
BAT-94R	140	730	48	$ -	$ -	$ -	$ -	$ 80.47	$ 3,862.56	$ -	$ -
BAT-U1R	34	235	18	$ -	$ -	$ -	$ -	$ 24.47	$ 440.46	$ -	$ -
				Total	$ -	Total	$ -	Total	$ 40,171.06	Total	$ -

Battery Price Schedule Section IIA – Not-Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	O' Reilly Auto Parts Springfield, MO Unit Price	O' Reilly Auto Parts Springfield, MO Ext. Total	Interstate Battery of S.Texas Corpus Christi, TX Unit Price	Interstate Battery of S.Texas Corpus Christi, TX Ext. Total	Arnold Oil Co. Austin, TX Unit Price	Arnold Oil Co. Austin, TX Ext. Total
BAT-78	110	650	50	$ -	$ -	$ 80.95	$ 4,047.50	$ 46.67	$ 2,333.50
BAT-58R	80	580	16	$ -	$ -	$ 77.36	$ 1,237.76	$ 42.29	$ 676.64
BAT-31P	170	950	24	$ -	$ -	$ 100.75	$ 2,418.00	$ 69.38	$ 1,665.12
BAT-31S	170	950	120	$ -	$ -	$ 100.75	$ 12,090.00	$ 69.38	$ 8,325.60
BAT-24F	90	460	14	$ -	$ -	$ 62.95	$ 881.30	$ 42.00	$ 588.00
BAT-24	90	460	18	$ -	$ -	$ 62.95	$ 1,133.10	$ 44.25	$ 796.50
BAT-65	160	850	200	$ -	$ -	$ 98.00	$ 19,600.00	$ 53.49	$ 10,698.00
BAT-58	80	540	10	$ -	$ -	$ 72.85	$ 728.50	$ 44.40	$ 444.00
BAT-34	120	700	20	$ -	$ -	$ 77.35	$ 1,547.00	$ 46.67	$ 933.40
BAT-75	90	650	20	$ -	$ -	$ 77.25	$ 1,545.00	$ 50.84	$ 1,016.80
BAT-27	160	675	20	$ -	$ -	$ 80.95	$ 1,619.00	$ -	$ -
BAT-94R	140	730	48	$ -	$ -	$ 115.95	$ 5,565.60	$ -	$ -
BAT-U1R	34	235	18	$ -	$ -	$ 30.00	$ 540.00	$ -	$ -
				Total	$ -	Total	$ 52,952.76	Total	$ 27,477.56

Bid Tabulation FY14-043
Auto Batteries-Fleet Dept.
February 20, 2014 @ 3PM

Battery Price Schedule Section IIB–Not-Built In USA-1 ½ -Year Free Replacement				Gonzalez Auto Parts Laredo, TX		Full Service Auto Parts San Antonio, TX		Poppe Automotive Warehouse San Antonio, TX		Napa Autoparts Laredo, TX	
Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
BAT-78	110	650	50	$ -	$ -	$ -	$ -	$ 61.57	$ 3,078.50	$ -	$ -
BAT-58R	80	580	16	$ -	$ -	$ -	$ -	$ 56.67	$ 906.72	$ -	$ -
BAT-31P	170	950	24	$ -	$ -	$ -	$ -	$ 79.77	$ 1,914.48	$ -	$ -
BAT-31S	170	950	120	$ -	$ -	$ -	$ -	$ 79.77	$ 9,572.40	$ -	$ -
BAT-24F	90	460	14	$ -	$ -	$ -	$ -	$ 48.97	$ 685.58	$ -	$ -
BAT-24	90	460	18	$ -	$ -	$ -	$ -	$ 48.97	$ 881.46	$ -	$ -
BAT-65	160	850	200	$ -	$ -	$ -	$ -	$ 71.37	$ 14,274.00	$ -	$ -
BAT-58	80	540	10	$ -	$ -	$ -	$ -	$ 56.67	$ 566.70	$ -	$ -
BAT-34	120	700	20	$ -	$ -	$ -	$ -	$ 69.97	$ 1,399.40	$ -	$ -
BAT-75	90	650	20	$ -	$ -	$ -	$ -	$ 69.97	$ 1,399.40	$ -	$ -
BAT-27	160	675	20	$ -	$ -	$ -	$ -	$ 59.47	$ 1,189.40	$ -	$ -
BAT-94R	140	730	48	$ -	$ -	$ -	$ -	$ 80.47	$ 3,862.56	$ -	$ -
BAT-U1R	34	235	18	$ -	$ -	$ -	$ -	$ 24.47	$ 440.46	$ -	$ -
				Total	$ -	Total	$ -	Total	$ 40,171.06	Total	$ -

Battery Price Schedule Section IIB–Not-Built In USA-1 ½ -Year Free Replacement				O' Reilly Auto Parts Springfield, MO		Interstate Battery of S.Texas Corpus Christi, TX		Arnold Oil Co. Austin, TX	
Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
BAT-78	110	650	50	$ -	$ -	$ 80.95	$ 4,047.50	$ 46.67	$ 2,333.50
BAT-58R	80	580	16	$ -	$ -	$ 77.36	$ 1,237.76	$ 42.29	$ 676.64
BAT-31P	170	950	24	$ -	$ -	$ 100.75	$ 2,418.00	$ 69.38	$ 1,665.12
BAT-31S	170	950	120	$ -	$ -	$ 100.75	$ 12,090.00	$ 69.38	$ 8,325.60
BAT-24F	90	460	14	$ -	$ -	$ 62.95	$ 881.30	$ 42.00	$ 588.00
BAT-24	90	460	18	$ -	$ -	$ 62.95	$ 1,133.10	$ 44.25	$ 796.50
BAT-65	160	850	200	$ -	$ -	$ 98.00	$ 19,600.00	$ 53.49	$ 10,698.00
BAT-58	80	540	10	$ -	$ -	$ 72.85	$ 728.50	$ 44.40	$ 444.00
BAT-34	120	700	20	$ -	$ -	$ 77.35	$ 1,547.00	$ 46.67	$ 933.40
BAT-75	90	650	20	$ -	$ -	$ 77.25	$ 1,545.00	$ 50.84	$ 1,016.80
BAT-27	160	675	20	$ -	$ -	$ 80.95	$ 1,619.00	$ -	$ -
BAT-94R	140	730	48	$ -	$ -	$ 115.95	$ 5,565.60	$ -	$ -
BAT-U1R	34	235	18	$ -	$ -	$ 30.00	$ 540.00	$ -	$ -
				Total	$ -	Total	$ 52,952.76	Total	$ 27,477.56

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual service contract number FY14-044 to the low bidder, Rafter P. Transport Inc., New Braunfels, Texas in an amount up to $100,000.00 to haul and load dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. This contract is based on a bid of $6.00 per cubic yard of material. All services will be secured on an as needed basis. The bid price is based on a per load rate. Funding is available in the Utilities Department – Waste Water Treatment Division budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Two bids were received for furnishing loading and hauling dry sludge from the Jefferson Water Treatment plant to the City's landfill. The frequency and number of loads vary depending on the City's needs but the contract is based on an estimate of 10,000 cubic yards of sludge. All services will be secured on an as need basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for five, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary

	Rafter P. Transport Floresville, Texas	Southern Sanitation Laredo, Texas	
Description	Unit Cost/Cubic Yard	Unit Cost/Cubic Yard	
Dry Pant Sludge	$ 6.00	$ 6.25	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	Operations
Account #:	559-4210-533-3920
Change Order: Exceeds 25% Y/N:	

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.

City Council-Regular

Meeting Date: 03/17/2014

Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract number FY14-035 to the sole bidder, Regional Land Management Services, Laredo, Texas in an amount up to $418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a $40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill at a fee of $16.50 per ton for a total of $422,976.00, which would be the same as Budget Year 2012-2013. The cost of sending the 10,469 tons to San Antonio was $670,000.00. The approximate savings to the City of Laredo Utilities Department will be $251,000.00. Funding is available in the Utilities Department – Wastewater Plant Division budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were requested for an annual contract for disposal services of wastewater bio-solids for the Utilities Department Wastewater Plant Division in order to save the frieght of sending bio-solids to San Antonio when rainy or windy conditions prevent the department from delivering bio-solids to the City of Laredo Landfill. The Utilities Department sent 10,469 tons at a cost of $64 pert ton (includes frieght) to San Antonio for a total of $670,000.00 in 2012-13. Delivering 25,635 tons of the bio-solids to the City of Laredo Landfill and 10,469 to Regional Land Management Services will save the Utilities Department apporximately $251,240.00. Regional Land Management has a permit to receive bio-solids from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price is based on a per ton rate. All services will be secured on an as need basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City’s discretion and is contingent upon the agreement and acceptance by the City Council. All annual

contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Proposed Services
Regional Land Management
Services
Laredo, Texas

WWTP'S to 10705 Highway 359	Est. Qty	Unit Cost/Ton	Est. Yearly Amt.
Disposal of bio-solids in approved sanitary landfill	10,469	$ 40.00	$ 418,760.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	
Source of Funds:	Sewer Operations
Account #:	559-4210-533-3920
Change Order: Exceeds 25% Y/N:	

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.

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas Rodriguez Jr., P.E.,Utilities Director

SUBJECT

Authorizing the City Manager to execute a construction contract to the lowest bidder, QROMEX Construction Co., Inc., Granite Shoals, Texas in the amount of $1,658,690.00 for the base bid plus alternates 1, 3 and 6 for the construction of the Cielito Lindo, Lomas del Sur, Backwoods Trail and SH-359 Waterline Extensions Project. Construction time is one hundred twenty (120) working days for final completion. Funding is available in the 2012 Water Revenue Bond.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Bids for the Cielito Lindo, Lomas del Sur, Backwoods Trail and SH359 Waterline Extensions Project were received in Laredo, Texas on Februray 6, 2014, and were opened on February 8, 2014. The bidders were as follows:

Bid	Contractor	Base Bid	Alternate 1	Alternate 3	Alternate 6	Total
1	Qro-Mex Construction Co., Inc	$1,276,780.00	$42,710.00	$26,000.00	$313,200.00	$1,658,690.00
2	REIM Construction	$1,395,299.00	$41,452.00	$20,900.00	$486,910.00	$1,944,561.00
3	Spiess Construction Co.	$1,436,255.00	$62,850.00	$30,000.00	$455,300.00	$1,984,405.00
4	MTZ Construction, Inc.	$1,808,387.65	$59,700.00	$90,000.00	$490,775.70	$2,448,863.35
5	Apeck Construction, Inc.	$1,915,514.00	$57,585.00	$52,440.00	$406,000.00	$2,431,539.00
6	Rigney Construction, LLC	$1,957,487.25	$57,200.00	$95,000.00	$413,250.00	$2,522,937.25

7	C.D. Builders	$2,980,429.56	$92,749.06	$13,700.00	$921,040.00	$4,007,918.62

Crane Engineering reviewed the documents and qualifications of the lowest bidder which were submitted with the bid. Consultant recommends the contract be awarded to Qro-Mex Construction Co., Inc. and staff supports recommendation.

COMMITTEE RECOMMENDATION

Operation Committee
Finance Committee

STAFF RECOMMENDATION

Approval of motion

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	2012 Bond
Account #:	557-4194-538-0359
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available on the Line Rehabilitation-Water Revenue Bond 2012, Account #557-4194-538-0359

Attachments

Lomas/Cielito/Backwoods/SH359 WL Extensions

CRANE ENGINEERING
CIVIL . PUBLIC WORKS . PLANNING . HYDROLOGY

Edward D. Garza, P.E., CFM
President

February 21, 2014

Mr. Tomas M. Rodriguez, Jr., P.E.
Utilities Director
City of Laredo Utilities Department
5816 Daugherty Ave.
Laredo, Texas 78041

Re: Cielito Lindo, Lomas Del Sur, Backwoods Trail & SH359 Waterline Extension Project

Dear Mr. Rodriguez,

Pursuant to the bid opening conducted February 7, 2014, seven (7) bids were received as follows:

Bid #	Contractor	Base Bid	Base Bid with Alt. #1	Base Bid with Alt #1, 3, & 6
1	Qro-Mex Construction Co., Inc. Granite Schoals, TX	$1,276,780.00	$1,319,490.00	$1,658,690.00*
2	REIM Construction, Inc. Mission, TX	$1,395,299.00	$1,436,751.00	$1,944,561.00
3	Spiess Construction Co. Santa Maria, CA	$1,436,255.00	$1,499,105.00	$1,984,405.00
4	MTZ Construction, Inc. Laredo, TX	$1,808,387.65	$1,808,387.65	$2,389,163.35
5	Apeck Construction, Inc. Leesville, LA	$1,915,514.00	$1,973,099.00	$2,431,539.00
6	Rigney Construction, LLC Edinburg, TX	$1,957,487.25	$2,014,687.25	$2,522,937.25
7	C.D. Builders Fort Worth, TX	$2,980,429.56	$3,073,178.62	$4,007,918.62

**corrected amount*

Qro-Mex Construction is registered to do business with the City of Laredo and has completed the Traffic Management Safety course. In addition, they have recent experience with City of Laredo projects including recent bore installations. Based on these observations and bid tabulation, we recommend award of construction contract to Qro-Mex of Granite Schoals, Texas in the amount of $1,658,690 which

1310 Junction Dr., Ste. B *Laredo, Texas, Texas 78041* *(956) 712-1996 Fax:(956) 712-2378*

accepts the Base Bid plus Alternates #1, 3, and 6. We are enclosing a copy of the Bid Tabulation for your review.

Respectfully Submitted,

CRANE ENGINEERING CORP.
Firm # F-3353

for _____
Edward D. Garza, P.E. #75853, CFM
Project Engineer

Enclosures

cc. Ms. Gloria P. Saavedra, P.E. City Utility Department
Mr. Humberto Serradell, P.E. City Utility Department

1310 Junction Dr., Ste. B Laredo, Texas, Texas 78041 (956) 712-1996 Fax:(956) 712-2378

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas M. Rodriguez Jr. P.E. Utilities Director

SUBJECT

Authorizing the City Manager to execute a ten (10) year contract between the City of Laredo and the Kansas City Southern Railroad / Tex Mex Railway for the groundwater remediation of City property located within and adjacent to the Zacate Creek Wastewater Treatment plant at no cost to the City of Laredo.

PREVIOUS COUNCIL ACTION

NONE

BACKGROUND

Kansas City Southern Railroad (KCSR)/Tex Mex Railway owns a rail yard adjacent to the Zacate Creek Wastewater Treatment Plant. KCSR currently leases the yard to Frontier Logistics Inc. Prior to the KCSR ownership, the Texas- Mexican Railway Company owned and operated the site. Maps dating back to 1925 indicate that a petroleum products storage facility (Texas-Mexican Oil and Refining Co.) existed on the site.

KCSR recently conducted investigations. These investigations encountered weathered petroleum floating on the groundwater at the facility. KCSR has designed a system to collect and separate petroleum from groundwater. This groundwater treatment process will discharge the treated water to the designated manhole at the entrance to the Zacate Creek WWTP.

The City of Laredo recently acquired land immediately adjacent to the active rail yard storage tracks from KCSR. KCSR now seeks to locate its treatment facilities on the land that the City acquired. This location is shown on the site plan (sheet2) of the attached preliminary design drawings. An alternate groundwater treatment location is also shown should KCSR not be able to site the facilities on the first location.

The proposed facilities will include 19 collection wells, an oil-water separator, an oil storage tank, compressed air system and other support systems. The facilities will be located within a chain link and concrete masonry wall enclosure.

KCSR is currently preparing a permit application to be submitted to the City for approval to discharge to the Zacate Creek WWTP.

COMMITTEE RECOMMENDATION
Approval of motion.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
None.

Attachments

Kansas City So/TX MX agreement

RIGHT OF ENTRY FOR ENVIRONMENTAL REMEDIATION
and
CONFIDENTIALITY AGREEMENT

THIS RIGHT OF ENTRY FOR ENVIRONMENTAL REMEDIATION AND CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the Effective Date (defined below) between **CITY OF LAREDO, TEXAS**, with an address of 1110 Houston Street, Laredo, Texas 78040 ("Grantor"), and **THE TEXAS MEXICAN RAILWAY COMPANY**, a Texas corporation, with an address of 427 W. 12th Street, Kansas City, Missouri 64105 ("Grantee").

Recitals

WHEREAS, the Grantee is conducting remediation activities in accordance with the remediation plan attached hereto as Exhibit A (the "Remediation") on property owned by Grantor located in Laredo, Texas as shown on the drawing dated January 5, 2008, attached hereto as Exhibit B and incorporated herein by this reference (the "Premises"); and

WHEREAS, Grantee intends to fund all costs and expenses of the Remediation on the Premises in accordance with the plan attached hereto as Exhibit A.

Agreement

Based upon the foregoing recitals and good and valuable consideration, the parties agree as follows:

1. **Grant.** Upon the terms and subject to the conditions herein contained, Grantor does hereby grant unto Grantee, its environmental consultants, agents, servants, employees, contractors, and representatives (collectively with Grantee, the "Grantee Parties"), the right to enter upon the Premises, solely for the purpose of conducting the Remediation. The right to enter herein granted shall commence on the Effective Date and shall continue until the Remediation has been completed. Nothing contained in this Agreement shall restrict Grantor or its contractors from entering upon the Premises to conduct its normal activities, provided such activities do not interfere in any way with the Remediation. Grantor shall indemnify Grantee for any damages it suffers as a result of Grantor's or Grantor's contractors' activities on the Premises.

2. **Subcontractors.** Grantor hereby authorizes Grantee to use contractors to perform the Remediation described herein. Grantee shall utilize only trained and qualified agents, contractors, subcontractors, officers, designees and employees in its performance of the Remediation and shall comply with applicable statues and rules. If the Premises is damaged by access granted herein, Grantee shall, to the extent reasonably possible, restore the Premises to its original condition.

3. **Reports.** Following completion of the Remediation, Grantee shall provide to Grantor a copy of all final environmental documents and reports prepared or produced as a result of the activities permitted under this Agreement within ten (10) days following the date Grantee receives same.

4. **Confidentiality.** Each party shall keep and maintain the confidentiality of all information obtained or created under this Agreement and shall cause each their respective stockholders, partners, directors, officers, employees, affiliates, representatives, contractors, servants and agents (collectively, the "Representatives") to likewise keep and maintain the confidentiality of such information. Each party specifically agrees not to disclose, and will ensure that no Representative discloses, the results of any environmental tests, surveys, or assessments related to the Premises without prior express mutual written consent, except in each case as required by law. Each party agrees to provide the other party with as much advance written notice as is reasonably possible under the circumstances in the event such party believes in good faith that disclosure of such information is required by law and the party required to disclose will deliver to the other party copies of all correspondence with any third party related to such information not later than at the time the same is given by the party required to disclose to, or received by the party required to disclose from, any third party. **THIS CONFIDENTIALITY REQUIREMENT SHALL SURVIVE TERMINATION OF THIS AGREEMENT WITHOUT LIMIT AS TO TIME.**

5. **Remedies.** Grantee acknowledges that the release of confidential information in breach of this Agreement would cause irreparable harm to Grantor, and that Grantor shall be entitled to specific performance of this Agreement and injunctive relief to prevent the release of confidential information and damages in the event of breach of its terms. In case of any such suit, no bond shall be required in connection with same. Should suit or other action be required to protect the confidentiality of the information, Grantee shall bear all costs, expenses, and legal fees arising out of or associated with the suit and shall reimburse Grantor for all amounts expended by Grantor in connection therewith upon demand for same.

6. **Standard of Workmanship.** Grantee expressly guarantees that the workmanship and materials furnished by it, in fulfilling this Agreement, shall be performed in a quality manner and shall be consistent with current best engineering practices. Grantee or any Grantee Representative shall perform the work in conformity with all applicable federal, state, and local laws, regulations, and ordinances which govern any or all operations required within the scope of the work. Grantee shall ensure that all of its employees, officers, agents, contractors, servants and invitees comply with the applicable laws, regulations and ordinances, including without limitation all OSHA, FRA, USDOT, and USEPA standards and regulations. Grantee will develop and follow a site specific work safety plan, and conduct a job briefing daily and as job conditions change, in accordance with the applicable OSHA regulations. Grantee shall use commercially reasonable efforts to secure the Premises during the Remediation in order to limit public access to the Premises that could result in possible accidents or injuries to third parties.

As a minimum requirement, Grantee, each Grantee Party and their respective employees, officers, agents, servants and invitees, when working on Grantor's property pursuant to this Agreement, shall be governed by Grantor's safety rules with respect to the wearing of personal protective equipment (e.g. hard hats, safety glasses, steel-toed shoes, gloves, etc.) in the same manner as Grantor's employees are governed by such rules.

Grantee shall, and shall cause its subcontractors to perform the Remediation in such a manner as to not damage or interfere with Grantor's existing utilities, including

the 21-inch sewer line and 8-inch force main line identified in the remediation plan attached hereto as Exhibit A.

7. **Equipment.** All tools, equipment and other personal property taken upon or placed upon the Premises by Grantee or any Grantee Representative will remain the property of Grantee or such Grantee Representative and will be removed by Grantee upon Grantor's request, and in any event not later than ten (10) days after the termination of this Agreement whether by expiration or otherwise.

8. **Inflammable and Hazardous Materials.** Neither Grantee nor any Grantee Representative shall store goods of an explosive, dangerous or flammable nature in or upon the Premises without the prior written consent of Grantor. Neither Grantee nor any Grantee Representative shall permit toxic substances, toxic waste, hazardous waste, hazardous substances or hazardous materials that are regulated by any federal, state or local environmental laws on the Premises without the prior written consent of Grantor. Grantee and each Grantee Representative shall at all times keep the Premises in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste thereon.

9. INDEMNIFICATION. AS PARTIAL CONSIDERATION FOR THE RIGHTS HEREIN GRANTED, GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CAUSES OF ACTION, DEMANDS, LIABILITIES (WHETHER BASED UPON COMMON LAW, STRICT LIABILITY, NEGLIGENCE, CONTRACT, STATUTE, OR OTHERWISE), AND RESPONSIBILITIES ASSERTED AGAINST OR INCURRED OR SUSTAINED BY GRANTOR FOR DEATH, INJURY, LOSS OR DAMAGE TO GRANTOR OR ITS EMPLOYEES, AGENTS, CONSULTANTS, INVITEES OR PROPERTY, OR TO GRANTEE OR ITS PROPERTY OR TO ANY OTHER PERSONS OR ENTITIES OR THEIR PROPERTY, CAUSED BY, ARISING FROM, RELATED TO, HAPPENING IN CONNECTION WITH, OR AS A RESULT OF, THE USE OR OCCUPANCY OF, THE OPERATION OF OR THE PRESENCE ON, THE PREMISES OR ANY PART THEREOF BY GRANTEE OR ANY SUCH PARTY'S RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, SERVANTS, LICENSEES, OR INVITEES, PROVIDED THAT SHOULD ANY CLAIM, LOSS, CAUSE OF ACTION, DEMAND, LIABILITY OR RESPONSIBILITY ARISE FROM THE JOINT AND CONCURRING NEGLIGENCE OF GRANTOR AND GRANTEE, IT SHALL BE BORNE BY THE PARTIES IN PROPORTION TO THEIR FAULT OR NEGLIGENCE.

ANY RIGHT TO DEFENSE, INDEMNITY, OR TO BE HELD HARMLESS, THAT VESTS DURING THE EXISTENCE OF THIS AGREEMENT SHALL SURVIVE TERMINATION (WHETHER BY EXPIRATION OR OTHERWISE) OF THIS AGREEMENT.

10. **Insurance.** So long as this Agreement is in effect Grantee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars ($2,000,000.00) per occurrence, four million dollars ($4,000,000.00) aggregate. Grantee shall provide automobile liability coverage in the amount of one million dollars ($1,000,000.00) combined single limit. In addition, Grantee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Grantor's property. Grantee may self-insure or carry any insurance or reinsurance under blanket policies to satisfy its requirements

hereunder, provided that such blanket policies meet the requirements of the specifications set forth above.

Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Grantor by Grantee, reasonably satisfactory to Grantor in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving Grantor thirty (30) day's prior written notice. Commercial general liability policy will name Grantor, its agents and representatives as an additional insureds and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Grantor. All policies will be primary to any insurance or self-insurance the Grantor may maintain for acts or omissions of Grantee or anyone for whom Grantee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Grantee. Grantee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits the liability of Grantee to Grantor to the limits of insurance certified or carried by Grantee.

If Grantee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as Grantee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Grantee must certify that Grantee has acquired sufficient coverage to supplement the deficiency of subcontractor.

11. **Sub-Surface Installations.** Absence of markers on the Premises will not constitute any representation or warranty by Grantor that there are no sub-surface installations. Grantee must ascertain the location of any sub-surface installations on the Premises prior to making any excavations or borings (if any are approved by Grantor).

12. **Governing Law.** When this Agreement is signed by Grantor, it is to be deemed executed and delivered in the state in which the Premises are located and shall be construed and interpreted in accordance with the laws of that state, without regard to conflicts of laws principles. This Agreement shall be construed according to its fair meaning and not in favor of or against any party.

13. **Assignment.** This Agreement is personal to Grantee and Grantee does not have the right to assign or transfer this Agreement or any part hereof or any interest herein without the prior written consent of Grantor, which consent will not be unreasonably withheld by Grantor. No permitted assignment or transfer of this Agreement (or any part hereof) will release Grantee from any of its duties or obligations arising under the Agreement. No ownership of any part of the Premises can ever be claimed by Grantee by reason hereof, and use of the Premises will always be considered permissive subject to the terms hereof.

14. **Captions.** The captions of this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify its terms or provisions.

15. **Savings Clause.** If it is judicially determined that the indemnities voluntarily assumed in this Agreement exceed the maximum limits under applicable law, it is agreed that such indemnities will automatically be amended to conform to the maximum limits permitted under such law.

16. **Severability.** If any provision in this Agreement is declared invalid or unenforceable in any state or jurisdiction, that provision shall not be enforced in that state or jurisdiction, but the remainder of this Agreement shall continue in full force and effect.

17. **Nonwaiver.** The failure of Grantor to insist upon or enforce, in any instance, strict performance by Grantee of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Grantor's right to assert or rely upon such terms or rights on any future occasion.

18. **Term and Termination; Abandonment.** The effective date of this Agreement ("Effective Date") shall for all purposes be the date of the signature of the last party to sign this Agreement. This Agreement will remain in effect for a period of ten (10) years or until terminated by thirty (30) days written notice of termination by either party to the other; provided, however, Grantor may terminate this Agreement at any time without prior notice if Grantee violates the terms of this Agreement or if, in Grantor's reasonable opinion, Grantee creates or allows an unsafe or unsanitary condition to exist on the Premises. Provided Grantee is not in default of this Agreement, Grantee may extend this Agreement for an additional period of up to ten (10) additional years by providing written notice to Grantor thirty (30) days prior to the expiration of the initial term of the Agreement.

If Grantee abandons the Premises for thirty (30) consecutive days prior to the completion of the Remediation, Grantee shall reimburse Grantor for any reasonable costs or damages incurred by Grantor resulting from such abandonment, including, but not limited to, any and all expenses reasonably incurred by Grantor to complete the Remediation. Grantee shall assign, without express or implied warranty, any of Grantee's material or equipment necessary to complete the Remediation that remain on the Premises following its abandonment.

19. **EEO Requirement.** The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5 and/or 60-300.5, 60-741.5, EO 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A, if applicable.

20. **No Implied Relationship.** Notwithstanding any provision herein to the contrary: (a) this Agreement may not be construed to establish a partnership or joint venture between the parties hereto; and (b) the parties have not created and do not intend to create by this Agreement the relationship of principal and agent.

21. SURVIVAL. ANY OBLIGATION OR DUTY OF GRANTEE, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OF DEFENSE, INDEMNIFICATION, OR HOLDING HARMLESS, OR ENVIRONMENTAL REMEDIATION, WHICH HAS ARISEN OR IS BASED UPON FACTS OCCURRING OR EXISTING PRIOR TO THE TERMINATION OF THIS AGREEMENT (WHETHER BY EXPIRATION OR OTHERWISE), SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

22. **Entire Agreement.** It is expressly agreed by and between the parties hereto that the agreements, terms and covenants contained in this Agreement are the only agreements entered into between the parties affecting the use of the Premises, and this Agreement supersedes and extinguishes any and all prior agreements and understandings between the parties, whether oral or written, with respect to the use of

the Premises. Any amendment or modification of this Agreement must be in writing, agreed to and executed by both parties. Any oral representations or modification concerning this Agreement will be of no force or effect. The parties agree that facsimile execution of this Agreement shall have the same binding effect as would original signatures.

23. **Third Party Beneficiaries; Joint and Several.** It is expressly agreed that each of the Grantor Parties is an intended third party beneficiary of Grantee's obligations contained in this Agreement and each such party may directly enforce such obligations against Grantee. If Grantee is composed of more than one party, then the obligations, covenants, agreements, and warranties contained herein as well as the obligations arising therefrom are and shall be joint and several as to each such party.

24. **Notice.** Any notice or communication required, permitted or otherwise given under or in connection with this Agreement must be in writing and delivered to the parties at the following addresses:

If to Grantor:

THE TEXAS MEXICAN RAILWAY COMPANY
Attn: Environmental Department (Carl Akins)

Overnight delivery Address:	*U S Mail address:*
427 West 12th Street	Post Office Box 219335
Kansas City, MO 64105	Kansas City, MO 64121-9335
Phone (816) 983-1343	FAX (816) 983-1622

If to Grantee:

CITY OF LAREDO, TEXAS
1110 Houston Street
Laredo, Texas 78040
Attn: _____
Phone _____ FAX _____

Grantee must notify Grantor in writing within ten (10) days following any change in Grantee's notification information. Notification will be effective three (3) days following deposit in the United States Mail, properly addressed and postage prepaid, or immediately following facsimile transmission of the notification with confirmation sent by a national overnight delivery service.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

WITNESSES:

GRANTEE: THE TEXAS MEXICAN RAILWAY COMPANY

_____

_____

By_____
Name printed _____
Title _____
Date _____

WITNESSES:

GRANTOR: CITY OF LAREDO, TEXAS

_____

_____

By_____
Name printed _____
Title _____
Date _____

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas M. Rodriguez., Jr., P.E., Utilities Director

SUBJECT

Authorizing the City Manager to award a purchase contract to Insituform Technologies, Inc., Houston, Texas through the Buy Board Cooperative Purchasing Program's contract pricing, in the amount of $1,775,787.00 for the repairs and pipe lining of 9,000 LF of the 24 inch Shiloh Drive Sewer Interceptor. The sewer interceptor has major deterioration throughout the proposed pipe length footage. This project consists of lining the pipe with an anti-corrosive pipe material which will prevent sewer interruptions and reduce the inflow and infiltration (I&I) of foreign waters. Funding is available in the 2013 Utilities Sewer Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

In continuance with the rehabilitation of the sanitary sewer system and due to major pipe deteriorations, and as mandated by the issued TCEQ Sanitary Sewer Overflows programs, a total of 9,000 LF of a 24 inch sewer pipe that has major pipe deteriorated issues needs to be repaired and rehabilitated. This will prevent sewer interruptions to its designated areas and prevent the inflow of storm waters; hence, reduced the inflow and infiltration (I &I) flow volumes.

Insituform Technologies, Inc.
7333 Monroe Road
Houston, Texas 77061
Buy Board Contract

Contract requires all labor, materials, equipment, traffic control sewer by-passing and supervision necessary to complete the projected pipeline rehabilitation.

COMMITTEE RECOMMENDATION

Finance & Operations Committee

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	y
Source of Funds:	Utilities Sewer Bond 2013
Account #:	559-4288-538-0363
Change Order: Exceeds 25% Y/N:	n

FINANCIAL IMPACT:

Attachments

Insituform Buy Board Proposal

Insituform Technologies, LLC

17988 Edison Ave.
Chesterfield, Mo 63005

Tel: (636) 530-8036
Fax: (636) 530-0751
www.insituform.com

December 3, 2012

Ms. Gloria Perez Saavedra, P.E.
City of Laredo Utilities Department
Engineering Division
5816 Daugherty
Laredo, Texas 78044

BuyBoard Proposal

Re: **Shiloh Drive Sanitary Sewer Rehabilitation (McPherson Rd to IH-35)**

INSITUFORM TECHNOLOGIES, LLC. (INSITUFORM) herein proposes to furnish all labor, materials, equipment for the referenced project (as detailed in the project location maps presented by the City of Laredo) utilizing the Texas Statewide Cooperative Purchasing Contract #354-10 administered through the BuyBoard for accomplishing the referenced task.

ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those, which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC.** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Prime Contractor will externally reconnect the service at no cost to Insituform.

Insituform will supply the City of Laredo, Payment, and Performance Bonds and Certificate of Insurance if necessary following acceptance of this proposal.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing. Workable access to manholes and the pipe shall be provided by the City of Laredo. We are proposing a route for bypass pumping that would minimize disruption to traffic and pedestrians. The proposed bypass route will require City assistance with clearing a path in the brush to accommodate the bypass pipe (12" HDPE). A shallow trench will also need to be cut in the dirt road at the entrance to the Park at the end of Livingston Dr. to bury the bypass pipe allowing for through traffic during the project. All work permits (including those required by TxDOT and private parties) shall be secured and provided by the City of Laredo. A dumpsite shall be provided at no cost to Insituform by the City of Laredo for the appropriate disposal of debris removed from the pipe.

Water shall be provided at no cost to Insituform for all construction phases of this project. Insituform will follow all required deposit, backflow prevention, and metering procedures.

Proposal Terms and Conditions

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

Proposal Pricing

Laredo TX
CIPP MH A-38D to MH A-11

Bid Item per Docs	Description	Unit of Measure	Per Bid Quantity	Bid Price	Total
1	Travel and Mobilization (CCTV Crew)	EA	1	$ 1,500.00	$ 1,500.00
2	21" Clean and TV sanitary sewer	LF	3,019	$ 9.00	$ 27,171.00
3	24" Clean and TV sanitary sewer	LF	5,882	$ 10.00	$ 58,820.00
4	Root removal	LF	500	$ 1.50	$ 750.00
5	Other Remote Obstruction removal	EA	6	$ 800.00	$ 4,800.00
6	Travel and Mobilization (Bypass Crew)	EA	1	$ 1,500.00	$ 1,500.00
7	Set Up 6" Pump (Per Pump)	EA	2	$ 1,250.00	$ 2,500.00
8	Set Up 6" Piping	LF	2,800	$ 11.00	$ 30,800.00
9	Operate 6" pumping System	DAY	4	$ 950.00	$ 3,800.00
10	Set Up 8" Pump (Per Pump)	EA	4	$ 2,000.00	$ 8,000.00
11	Set Up 12" Piping	LF	8,901	$ 21.00	$ 186,921.00
12	Operate 8" pumping System	DAY	36	$ 1,500.00	$ 54,000.00
13	Travel and Mobilization (CIPP Crew)	EA	1	$ 1,500.00	$ 1,500.00
14	21" x 9.0mm	LF	3,019	$ 84.00	$ 253,596.00
15	24" x 10.5mm	LF	5,882	$ 102.00	$ 599,964.00
16	21" & 24" Additional 1.5mm	LF	26,196	$ 7.50	$ 196,470.00
17	15" - 21" CIPP Setup Charge	LF	3,019	$ 19.00	$ 57,361.00
18	24" - 36" CIPP Setup Charge	LF	5,882	$ 26.00	$ 152,932.00
19	21" - 36" Post TV Inspection	LF	8,901	$ 2.00	$ 17,802.00
20	Traffic control	Day	40	$ 750.00	$ 30,000.00
21	Lighted Arrow Board	Day	40	$ 250.00	$ 10,000.00
22	Traffic Control Plan	EA	2	$ 2,800.00	$ 5,600.00
23	Allowance for unforeseen conditions or extraordinary surface restoration (As approved by Owner)	AL	1	$ 70,000.00	$ 70,000.00
					$ 1,775,787.00

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC.

TIM NAYLOR
512-677-8732

ACCEPTED BY:

SIGNATURE

DATE

NAME

TITLE

ORGANIZATION

Motions **42.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Initiated By: Jesus Olivares

Staff Source: Tomas Rodriguez, Jr. P.E.,Utilities Director

SUBJECT

Authorizing the City Manager to purchase 863.6545 acre feet of Municipal Water Rights, Certificate #23-3997BR from Vaquillas Ranch Company LTD., at $3,000.00 per acre foot for a total of $2,590,963.50. Funding is available in the Water Availability Fund.
(Pending final hearing budget amendment item #8)

VENDOR INFORMATION FOR COMMITTEE AGENDA

NONE

PREVIOUS COUNCIL ACTION

On February 18, 2014, City Council authorized the purchase of "Municipal" water rights at a price of $3,000.00 per acre foot.

BACKGROUND

Vaquillas Ranch LTD., deeded 800 A/F of Municipal water rights on November 10, 1993 and 600 A/F of Municipal water rights on December 20, 1993. These water rights were to be used to pay for all development fees charged by the Utilities Dept. (i.e.water availability, annexation and water meter fees). Vaquillas used 536.3455 A/F of the 1,400 A/F up to now. Per contract, after twenty years (copy attached), Vaquillas has the option of requesting from the City the return of these water rights and the City has agreed to revert these water rights. The City offered to purchase and Vaquillas Ranch LTD., has agreed to sell said water rights at $3,000.00 per A/F for a total of $2,590,963.50.

COMMITTEE RECOMMENDATION

Operations and Finance committee.

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	y

Source of Funds: Water Availability
Account #: 557-4180-535-9102
Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

Attachments

Vaquillas deed/contract

508888

DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

THAT, **VAQUILLAS RANCH COMPANY, LTD.**, a Texas Limited Partnership, of the State of Texas, County of Webb, pursuant to the terms of that certain Contract by and between Grantor and Grantee, dated the 10th day of November, 1993, recorded in Volume 169, pages 749-750 of the Real Property of Webb County, Texas, which Contract is hereby incorporated herein by reference and made a part hereof for all relevant purposes, executed by the City of Laredo pursuant to Resolution 93-R-095, passed by the City Council and approved by the Mayor on the 1st day of November, 1993, a true and correct copy of which Resolution is attached hereto, marked Exhibit "A" for identification, incorporated herein and made a part hereof for all relevant purposes, subject to the possibility of reverter contained therein, have **GRANTED, SOLD AND CONVEYED** and by these presents do **GRANT, SELL AND CONVEY** unto **THE CITY OF LAREDO**, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas, of the County of Webb, the following described Rio Grande water rights, to-wit:

> 800 acres, i.e. 2,000 acre feet of Class B Water Rights under a certified filing of record in the files of the Texas Water Commission, being 717.500 acre feet per annum out of Certificate of Adjudication No. 23-138; 1282.5 acre feet per annum out of Certificate of Adjudication No. 23-158.

175 651

Grantee, at its expense, agrees to make such application as might be necessary before the Texas Water Commission to cause the water rights herein conveyed to Grantee to be transferred to another premises.

TO HAVE AND TO HOLD the above described water rights, together with the right to transfer the place and purpose of said water right from the lands described in the above referenced Certificate and with all other rights and privileges thereto in anywise belonging or appertaining to the said Grantee, its successors and assigns forever, subject to the possibility of reverter; and it does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said water rights to the extent of the rights herein transferred unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the possibility of reverter.

Grantor expressly warrants and represents that neither such water rights nor Certificate

of Adjudication No. 23-138 and Certificate of Adjudication No. 23-158, relating thereto is subject to any proceedings for forfeiture or cancellation for any reason and that Grantor has good and marketable title to such water rights.

Grantee further accepts this conveyance subject to all matters of public record other than liens, mortgages, leases or other encumbrances, which shall be released at grantor's sole expense, and subject to the restrictions, rules and regulations, if any, imposed by any governmental or quasi-governmental body having jurisdiction and authority over the use of water from the Rio Grande or any tributary thereof, all to the extent same may be validly existing and of any force or effect.

EXECUTED this 20th day of Dec., 1993.

GRANTOR:

VAQUILLAS RANCH COMPANY, Ltd.

By: Evan B. Quiros
EVAN B. QUIROS
General Partner

GRANTEE:

CITY OF LAREDO

BY: Peter H. Vargas
PETER H. VARGAS
City Manager

1175 652

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

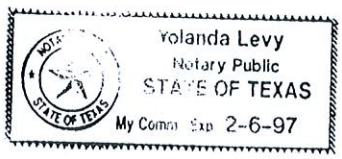
This instrument was acknowledged before me this 20th day of December, 1993, by **EVAN B. QUIROS**, General Partner of **Vaquillas Ranch Company, Ltd.**

MARTHA V. HERNANDEZ
Notary Public, State of Texas
My Commission Expires 5-03-96

Martha V. Hernandez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires: 5-3-96
Martha V. Hernandez
Stamped/printed name of notary

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this 30th day of Decembier, 1993, by **PETER H. VARGAS**, City Manager of the **City of Laredo**.



Yolanda Levy
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires: 2-6-97

Stamped/printed name of notary

AFTER RECORDING PLEASE RETURN TO:

Jerry Bruce Cain
Assistant City Attorney
City of Laredo
Office of the City Attorney
P. O. Box 579
Laredo, TX 78042-0579

175 653

93 DEC 30 AM 10:45
HENRY FLORES
COUNTY CLERK
FILED

507362

HENRY FLORES
COUNTY CLERK
FILED

93 DEC -8 PM 2:43

WEBB COUNTY, TEXAS

BY ..... DEPUTY

CONTRACT

STATE OF TEXAS §
§
COUNTY OF WEBB §

WHEREAS, VAQUILLAS RANCH COMPANY, Ltd. is the owner of 800 acres, i.e., 2,000 acre feet of Class B Water Rights under certified filings of record in the files of the Texas Water Commission, being 717.500 acre feet per annum out of Certificate of Adjudication No. 23-138 and 1282.5 acre feet per annum out of Certificate of Adjudication No. 23-158; and

WHEREAS, said owner wishes to transfer said water rights to the City of Laredo for use by the City of Laredo upon the following terms and conditions; and

WHEREAS, the City of Laredo wishes to accept said water rights and to convert them to municipal use upon the following terms and conditions; and

WHEREAS, under the current conversion ratio as specified by the Texas Water Commission, the water rights of the owner stated in the first paragraph, above, will convert to a total of eight hundred (800) acre feet of municipal use water rights per annum; and

WHEREAS, the City of Laredo under current ordinance requires developers of new subdivisions, and builders, to pay specified water availability fees or to convey a specific number of water rights in lien thereof, as a condition precedent to providing water service; and

WHEREAS, VAQUILLAS RANCH COMPANY, Ltd., wishes to be given credit for the water rights proposed to be conveyed to the City of Laredo and converted by the City of Laredo to municipal use, at such time as such conveyance and conversion have been approved by the Texas Water Commission; and

169 749

NOW, THEREFORE, the parties do agree as follows:

1. Vaquillas Ranch Company, Ltd., agrees to convey to the City of Laredo 800 acres, i.e., 2,000 acre feet of Class B Water Rights under a certified filing of record in the files of the Texas Water Commission, being 717.500 acre feet per annum out of Certificate of Adjudication No. 23-138; 1282.5 acre feet per annum out of Certificate of Adjudication No. 23-158; and

2. After conveyance of the water rights specified in paragraph 1 to the City of Laredo, the City shall apply promptly to the Texas Water Commission for conversion of the water rights specified in paragraph 1 to 800 acre feet of municipal use water rights; and

3. After final approval by the Texas Water Commission of the conversion of the said water rights as described in paragraph 1 to municipal use as specified in paragraph 2, VAQUILLAS RANCH COMPANY, Ltd., a Texas limited partnership will be given credit for 800 acre feet of municipal use water rights (as per paragraph 2).

4. VAQUILLAS RANCH COMPANY, Ltd., its successors or assigns may use the resulting water rights credit from time to time to satisfy water availability fee requirements or other fees or assessments which the City may implement thru policy and/or by ordinance from time to time, and for which water rights may be accepted by the City of Laredo. All calls on such credit shall be in writing, duly acknowledged, with specific reference to this agreement, executed by only authorized representatives of the parties hereto, and filed of record with the Webb County Clerk.

5. The City of Laredo will change the diversion point to that of its own and will report the use of the subject water rights along with its own, so as to prevent a forfeiture.

6. The City of Laredo will make all reports on a regular basis to the appropriate authorities of the usage of the subject water rights, prorata, with all other water rights used by the City of Laredo.

7. The subject water rights shall be conveyed to, and become the property of, the City of Laredo, subject to the possibility of reverter as set out in paragraph 8 hereinbelow.

8. In the event and to the extent that the credit earned pursuant hereto are unused by VAQUILLAS RANCH COMPANY, Ltd., its successors or assigns by the expiration of 20 years from date hereof, same shall revert to VAQUILLAS RANCH COMPANY, Ltd., its successors or assigns.

This is the entire agreement of the parties.

Signed in multiple originals on this the 10th day of November, 1993.

VAQUILLAS RANCH COMPANY, Ltd.

By: _____
EVAN B. QUIROS
General Partner

CITY OF LAREDO

By: _____
PETER VARGAS
City Manager

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this 10th day of November, 1993, by **EVAN B. QUIROS**, General Partner, of **VAQUILLAS RANCH CO., LTD.**

MARTHA V. HERNANDEZ
Notary Public, State of Texas
My Commission Expires 5-03-96

_____
NOTARY PUBLIC in and for
the State of Texas
My commission expires: 5-3-96
Martha V. Hernandez
Stamped/printed name of notary

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this 8th day of December 1993, by **PETER H. VARGAS**, City Manager, of **CITY OF LAREDO.**

S. J. De Los Reyes
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-22-97

_____
NOTARY PUBLIC in and for
the State of Texas
My commission expires: _____

_____
Stamped/printed name of notary

169 750

CONTRACT

STATE OF TEXAS §
§
COUNTY OF WEBB §

WHEREAS, VAQUILLAS RANCH COMPANY, Ltd. is the owner of 640 acres, i.e., 1,600 acre feet of Class B Water Rights under certified filing of record in the files of the Texas Water Commission, being out of Certificate No. 23-140; and

WHEREAS, said owner wishes to transfer said water rights to the City of Laredo for use by the City of Laredo upon the following terms and conditions; and

WHEREAS, the City of Laredo wishes to accept said water rights and to convert them to municipal use upon the following terms and conditions; and

WHEREAS, under the current conversion ratio as specified by the Texas Water Commission, the water rights of the owner stated in the first paragraph, above, will convert to a total of six hundred forty (640) acre feet of municipal use water rights per annum; and

WHEREAS, the City of Laredo under current ordinance requires developers of new subdivisions, and builders, to pay specified water availability fees or to convey a specific number of water rights in lieu thereof, as a condition precedent to providing water service; and

WHEREAS, VAQUILLAS RANCH COMPANY, Ltd., wishes to be given credit for the water rights proposed to be conveyed to the City of Laredo and converted by the City of Laredo to municipal use, at such time as such conveyance and conversion have been approved by the Texas Water Commission; and

NOW, THEREFORE, the parties do agree as follows:

1. Vaquillas Ranch Company, Ltd., agrees to convey to the City of Laredo 640 acres, i.e., 1,600 acre feet of Class B Water Rights under a certified filing of record in the files of the Texas Water Commission, being out of Certificate No. 23-140; and

2. After conveyance of the water rights specified in paragraph 1 to the City of Laredo, the City shall apply promptly to the Texas Water Commission for conversion of the water rights specified in paragraph 1 to 640 acre feet of municipal use water rights; and

3. After final approval by the Texas Water Commission of the conversion of the said water rights as described in paragraph 1 to municipal use as specified in paragraph 2, VAQUILLAS RANCH COMPANY, Ltd., a Texas limited partnership will be given credit for 640 acre feet of municipal use water rights (as per paragraph 2).

4. VAQUILLAS RANCH COMPANY, Ltd., its successors or assigns may use the resulting water rights credit from time to time to satisfy water availability fee requirements or other fees or assessments which the City may implement thru policy and/or by ordinance from time to time, and for which water rights may be accepted by the City of Laredo.

5. It is understood and agreed that if the City of Laredo changes its policy as to the requirements of conveyance of water rights as a condition precedent to water service to any land to be developed, then this contract is subject to such city policies with regard to water rights as shall be in effect at the time a credit is sought.

6. The City of Laredo will change the diversion point to that of its own and will report the use of the subject water rights along with its own, so as to prevent a forfeiture.

7. The City of Laredo will make all reports and pay all fees and assessments which may be promulgated from time to time by the Texas Water Commission.

8. The subject water rights shall be conveyed to, and become the property of, the City of Laredo, subject to the possibility of reverter as set out in paragraph 9 hereinbelow.

9. In the event and to the extent that the credit earned pursuant hereto are unused by VAQUILLAS RANCH COMPANY, Ltd., its successors or assigns by the expiration of 20 years from date hereof, same shall revert to VAQUILLAS RANCH COMPANY, Ltd., its successors or assigns.

This is the entire agreement of the parties.

Signed in multiple originals on this the 20th day of Dec, 1993.

VAQUILLAS RANCH COMPANY, Ltd.

By: Evan B. Quiros
EVAN B. QUIROS
General Partner

CITY OF LAREDO

By: _____
PETER VARGAS
City Manager

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this 20th day of December, 1993, by **EVAN B. QUIROS**, General Partner of **VAQUILLAS RANCH COMPANY, LTD.**

MARTHA V. HERNANDEZ
Notary Public, State of Texas
My Commission Expires 5-03-96

Martha V. Hernandez
NOTARY PUBLIC in and for
the State of Texas
My commission expires: 5.3.96
Martha V. Hernandez
Stamped/printed name of notary

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this 9-19-94 day of _____, ~~1993~~, by **PETER H. VARGAS**, City Manager of **CITY OF LAREDO.**

Elsa S. Duncause
NOTARY PUBLIC in and for
the State of Texas
My commission expires: 12-3-94
ELSA S. DUNCAUSE
Stamped/printed name of notary

DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WEBB §

THAT, VAQUILLAS RANCH COMPANY, LTD., a Texas Limited Partnership, of the State of Texas, County of Webb, pursuant to the terms of that certain Contract by and between Grantor and Grantee, dated the 20th day of December, 1993, recorded in Volume ____, pages _____ of the Real Property of Webb County, Texas, which Contract is hereby incorporated herein by reference and made a part hereof for all relevant purposes, executed by the City of Laredo pursuant to Resolution 94-R-014 passed by the City Council and approved by the Mayor on the 7th day of February, 1994, a true and correct copy of which Resolution is attached hereto, marked Exhibit "A" for identification, incorporated herein and made a part hereof for all relevant purposes, subject to the possibility of reverter contained therein, have **GRANTED, SOLD AND CONVEYED** and by these presents do **GRANT, SELL AND CONVEY** unto **THE CITY OF LAREDO**, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas, of the County of Webb, the following described Rio Grande water rights, to-wit:

> 640 acres, i.e. 1,600 acre feet of Class B Water Rights under a certified filing of record in the files of the Texas Water Commission, being 1,600 acre feet per annum out of Certificate of Adjudication No. 23-140.

Grantee, at its expense, agrees to make such application as might be necessary before the Texas Water Commission to cause the water rights herein conveyed to Grantee to be transferred to another premises.

TO HAVE AND TO HOLD the above described water rights, together with the right to transfer the place and purpose of said water rights from the lands described in the above referenced Certificate and with all other rights and privileges thereto in anywise belonging or appertaining to the said Grantee, its successors and assigns forever, subject to the possibility of reverter; and it does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said water rights to the extent of the rights herein transferred unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the possibility of reverter.

Grantor expressly warrants and represents that neither such water rights nor Certificate of Adjudication No. 23-140, relating thereto is subject to any proceedings for forfeiture or

cancellation for any reason and that Grantor has good and marketable title to such water rights.

Grantee further accepts this conveyance subject to all matters of public record other than liens, mortgages, leases or other encumbrances, which shall be released at Grantor's sole expense, and subject to the restrictions, rules and regulations, if any, imposed by any governmental or quasi-governmental body having jurisdiction and authority over the use of water from the Rio Grande or any tributary thereof, all to the extent same may be validly existing and of any force or effect.

EXECUTED this 20th day of Dec., 1993.

GRANTOR:

VAQUILLAS RANCH COMPANY, Ltd.

By: Evan B. Quiros
EVAN B. QUIROS
General Partner

GRANTEE:

CITY OF LAREDO

BY: Peter H. Vargas
PETER H. VARGAS
City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this 20th day of December, 1993, by **EVAN B. QUIROS**, General Partner of **Vaquillas Ranch Company, Ltd.**

MARTHA V. HERNANDEZ
Notary Public, State of Texas
My Commission Expires 5-03-96

Martha V. Hernandez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires: 5.3.96
Martha V. Hernandez
Stamped/printed name of notary

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me this 19th day of September, ~~1993~~ 1994, by **PETER H. VARGAS**, City Manager of the **City of Laredo.**

Elsa S. DeCause
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires: 12-3-94
Elsa S. DeCause
Stamped/printed name of notary

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Mr. Tomas M. Rodriguez, Jr. P.E., Utilities Director

SUBJECT

Authorizing City Manager to approve Amendment No. 6, to Camp, Dresser & McKee (CDM), Inc., in the amount of $291,600.00 for extended construction support for the 6.0 MGD expansion project, Dedicated Land Disposal (DLD) closure and ground monitoring discontinuation request to Texas Commission on Environmental Quality (TCEQ) for the South Laredo Wastewater Treatment Plant. The revised contract amount is $7,751,950.00. Funding is available in the 2006 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On July 7, 2008 City Council authorized a professional services contract in the sum of $3,937,500 to Camp, Dresser & McKee (CDM) Inc., for the design, bidding, and construction services, of a 6.0 million gallon per day expansion to the South Laredo Wastewater Treatment Plant. On December 7, 2009 City Council authorized amendment No. 1 for additional design and construction plans and specifications of a fire line service/access road (as per Fire Department's request). On July18, 2011 City Council authorized amendment No. 2 for additional engineering services to provide the design and construction plans and specifications of the new Influent Pump Station and extended capacity Headworks structure sized for 18 MGD. On October 17, 2011 City Council authorized amendment No. 3 for the Texas Water Development Board (TWDB) Environmental Information Document (EID) preparation. On July 2, 2012 City Council authorized amendment No. 4 for design changes to security wall, complying with TWDB's additional requirements, complying with TCEQ stormwater discharge permit and water dispenser for reclaimed water system. On December 3, 2012 City Council authorized amendment No. 5 for design improvement from 12.0 to 18.0 MGD expansion of South Laredo Wastewater Treatment Plant.

BACKGROUND

The professional services contract for the design, bidding, and construction services of a 6.0 MGD expansion to South Laredo Wastewater Treatment Plant was authorized by City Council on July 7, 2008 and awarded to CDM. The construction phase of the project commenced on December 3, 2012 with a completion period of 750 calendar days. This amendment consists of extended construction support for 6.0 MGD expansion project (construction period increased by 188 calendar days due to change orders), and

dedicated land disposal (DLD) closure and ground monitoring discontinuation request to TCEQ for South Laredo Wastewater Treatment Plant.

Original Contract Amount $3,937,500.00
Amendment No. 1 $ 79,950.00
Amendment No. 2 $ 547,900.00
Amendment No. 3 $ 40,000.00
Amendment No. 4 $ 205,000.00
Amendment No. 5 $2,650.000.00
Amendment No. 6 $ 291,600.00

Revised Contract Amount: $7,751,950.00

COMMITTEE RECOMMENDATION

Finance and Operations Committee

STAFF RECOMMENDATION

Approval of this Motion

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	2006 Sewer revenue Bond
Account #:	559-4280-538-0297
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the 2006 Sewer Revenue Bond #559-4280-538-0297

Attachments

Amendment No. 6

CDM Smith

1777 N.E. Loop 410 Suite 500
San Antonio, Texas 78217
tel: 210 826-3200
fax: 210 826-8876

January 7, 2014

Mr. Tomas M. Rodríguez Jr., P.E.
Director of Utilities
City of Laredo
5816 Daugherty Ave.
Laredo, TX 78041

Subject: City of Laredo
South Laredo Wastewater Treatment Plant
Professional Services Amendment No. 6
Engineering Fee Proposal for Improvements, Permitting, and Extended Construction Services Support on the 6.0 MGD Expansion

Dear Mr. Rodríguez:

This letter serves as our request to amend our Professional Services Agreement for the South Laredo WWTP (SWWTP) 6.0-million gallons per day (mgd) Expansion Project (from 6 to 12 mgd) for the following engineering services.

1. **Extended Construction Support for 6.0 mgd Expansion Project $263,900**

   During the design of the expedited 18 mgd project, tie-in points were identified that could be captured within the on-going 6.0 mgd construction services. It was determined that by incorporating the identified tie-in points into the current 6 mgd expansion construction project, the future 18 mgd project would benefit by a reduction in the anticipated construction duration, as well as minimize operational impact. Therefore, CDM Smith executed Work Change Directives and Change Proposal Requests that would incorporate these features and goals for the 18 mgd project and subsequently the Contractor submitted the corresponding Change Orders. The Change Orders have been approved by City Council thereby increasing construction duration for the 6 mgd project by one hundred and eighty-eight (188) days. By way of this letter, CDM Smith is requesting an increase in our fee for the current 6 mgd project of $263,900 for the Construction Phase Services to provide continued engineering support as follows during these extended construction activities:

   - Provide general engineering support including all subdisciplines with emphasis on process mechanical, electrical and I&C
   - Attend Construction progress meetings coupled with site visit inspections
   - Prepare meeting agendas and minutes and update logs of submittals, change orders, and RFIs

2. **DLD Closure and Groundwater Monitoring Discontinuation Request $27,700**

   In addition, the City desires to close out the on-site Dedicated Land Disposal (DLD) sludge injection areas and discontinue groundwater monitoring. The City stopped using the DLD sludge injection areas in 1994 and hence continuous groundwater monitoring is no longer necessary. CDM Smith will provide engineering

services to prepare and submit a request to the Texas Commission of Environmental Quality (TCEQ) for DLD closure and the proposed fee to perform this work is $27,700, including the following tasks:

- Research and review groundwater monitoring data, groundwater gradient data and monitoring well construction data
- Prepare location maps of monitoring wells and site plans
- Prepare a decommission request with supporting documents
- Coordinate with regulatory agencies (TCEQ etc.)

Should confirmation soil samples be required for the groundwater wells and triangulation of the DLD areas by TCEQ, additional compensation will be requested at a later date.

Please let me know if you have any questions via email at ParraEJ@cdmsmith.com or call my cell phone at 832-623-3447.

Very truly yours,

By: Eduardo J. Parra, P.E., LEED AP
Title: Principal Engineer
Date: 01/08/14
Consulting Firm: CDM Smith Inc.
TBPE Registration No. F-3043

Recommended Approval:
Tomas M. Rodríguez Jr., P.E.
Title: Director of Utilities
Date: _____
City of Laredo, Laredo TX

Approved By:
Carlos Villarreal
Title: City Manager
Date: _____
City of Laredo, Laredo TX

Attest:
Raul Casso
Title: City Attorney
Date: _____
City of Laredo, Laredo TX

Attest:
Gustavo Guevara, Jr.
Title: City Secretary
Date: _____

Motions **44.**

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Elizabeth Martinez, RTA Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of February 2014, represent an increase of $124.79. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

"Potential revenues will increase due to an increase in levy in the amount of $124.79".

Attachments

02/2014 Agenda Item

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE 99	.00	.00	.00	.00	.00	.00	314.00	.00
LARE 11	.00	.00	.00	8.38-	(30.87) .00	.00	92.24	1169.30-
LARE 12	.00	.00	.00	22.49-	.00	.00	1578.79	126.03-
LARE 13	.00	.00	10510.51	29.88-	77118.01	.00	7160.66	7800.36-
LARE TOTALS	.00	.00	10510.51	60.75-	77118.01	.00	9145.69	9095.69-
RP13 13	.00	.00	.87	.00	.00	.00	.00	.00
RP13 TOTALS	.00	.00	.87	.00	.00	.00	.00	.00
RTN 13	200.00	.00	.00	.00	.00	.00	.00	50.00-
RTN TOTALS	200.00	.00	.00	.00	.00	.00	.00	50.00-
SUPP 10	6.45	.00	.00	.00	.00	.00	.00	.00
SUPP 11	18.35	.00	.00	.00	.00	.00	.00	.00
SUPP 12	18.35	.00	.00	.00	.00	.00	.00	.00
SUPP 13	142.39	.00	.00	.00	289.42	.00	.00	.00
SUPP TOTALS	185.54	.00	.00	.00	289.42	.00	.00	.00
TOTALS	385.54	.00	10511.38	60.75-	77407.43	.00	9145.69	9145.69-

FEBRUARY 2014

2013 (29.88)
PRIOR (30.87)
SUPP 142.39
SUPP P. 43.15
RTN 200.00
324.79

2013 (29.88)
PRIOR (30.87)
SUPP 142.39
SUPP P. 43.15
124.79 ✓ C.C. AGENDA
RTN 200.00
324.79

ENTITY/YR		BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
LARE	99	101.50	12.18	159.36	40.96	.00	.00	314.00	TRANSFERS FROM
LARE	11	60.31	7.24	12.66	12.03	.00	.00	92.24	TRANSFERS FROM
LARE	11	752.90-	90.21-	173.82-	152.37-	.00	.00	1169.30-	TRANSFERS TO
LARE	12	1114.32	126.53	132.08	205.86	.00	.00	1578.79	TRANSFERS FROM
LARE	12	117.78-	7.07-	1.18-	.00	.00	.00	126.03-	TRANSFERS TO
LARE	13	8390.10	152.07	25.34	.00	.00	1943.00	10510.51	PAYMENT VOID
LARE	13	.00	.00	.00	.00	.00	77118.01	77118.01	CREDIT REFUND
LARE	13	3504.40	100.51	16.74	.00	.00	3539.01	7160.66	TRANSFERS FROM
LARE	13	7434.29-	32.04-	5.33-	.00	.00	328.70-	7800.36-	TRANSFERS TO
LARE	TOTALS	4865.66	269.21	165.85	106.48	.00	82271.32	87678.52	
RP13	13	.87	.00	.00	.00	.00	.00	.87	PAYMENT VOID
RP13	TOTALS	.87	.00	.00	.00	.00	.00	.87	
RTN	13	50.00-	.00	.00	.00	.00	.00	50.00-	TRANSFERS TO
RTN	TOTALS	50.00-	.00	.00	.00	.00	.00	50.00-	
SUPP	13	.00	.00	.00	.00	.00	289.42	289.42	CREDIT REFUND
SUPP	TOTALS	.00	.00	.00	.00	.00	289.42	289.42	
	TOTALS	4816.53	269.21	165.85	106.48	.00	82560.74	87918.81	

2013 4,460.21
PRIOR 405.45
RP13 .87
RTN (50.00)
4,816.53

TAX ADJUSTMENT LISTING
2/01/14 - 2/28/14
BY TRANSACTION DATE
RECAP TOTALS BY ADJUSTMENT CODE

All account types
All roll codes

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
APCR	.00	.00	.00	.00	.00	.00	731.95	731.95-
CBR	.00	.00	.00	.00	77407.43	.00	.00	.00
CLOS	.00	.00	372.45	.00	.00	.00	.00	.00
NSF	.00	.00	8195.93	.00	.00	.00	.00	.00
OTHR	.00	.00	.00	.00	.00	.00	1309.85	1309.85-
QTLY	.00	.00	.00	.00	.00	.00	1482.51	1482.51-
RTN	200.00	.00	.00	.00	.00	.00	.00	.00
SENV	185.54	.00	.00	.00	.00	.00	.00	.00
STOP	.00	.00	1943.00	.00	.00	.00	.00	.00
TF	.00	.00	.00	60.75-	.00	.00	.00	.00
TRNF	.00	.00	.00	.00	.00	.00	5621.38	5621.38-
TOTALS	385.54	.00	10511.38	60.75-	77407.43	.00	9145.69	9145.69-

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
99 TRNF	101.50	12.18	159.36	40.96	.00	.00	314.00	TRANSFERS FROM
13 TOTALS	101.50	12.18	159.36	40.96	.00	.00	314.00	
10 TOTALS	.00	.00	.00	.00	.00	.00	.00	
11 OTHR	635.12-	76.08-	158.51-	130.29-	.00	.00	1000.00-	TRANSFERS TO
11 TRNF	60.31	7.24	12.66	12.03	.00	.00	92.24	TRANSFERS FROM
11 TRNF	117.78-	14.13-	15.31-	22.08-	.00	.00	169.30-	TRANSFERS TO
11 TOTALS	692.59-	82.97-	161.16-	140.34-	.00	.00	1077.06-	
12 OTHR	695.74	83.45	90.41	130.40	.00	.00	1000.00	TRANSFERS FROM
12 TRNF	418.58	43.08	41.67	75.46	.00	.00	578.79	TRANSFERS FROM
12 TRNF	117.78-	7.07-	1.18-	.00	.00	.00	126.03-	TRANSFERS TO
12 TOTALS	996.54	119.46	130.90	205.86	.00	.00	1452.76	
13 APCR	.00	.00	.00	.00	.00	731.95	731.95	TRANSFERS FROM
13 APCR	705.88-	22.35-	3.72-	.00	.00	.00	731.95-	TRANSFERS TO
13 CBR	.00	.00	.00	.00	.00	77407.43	77407.43	CREDIT REFUND
13 CLOS	372.45	.00	.00	.00	.00	.00	372.45	PAYMENT VOID
13 NSF	8018.52	152.07	25.34	.00	.00	.00	8195.93	PAYMENT VOID
13 OTHR	289.58	17.37	2.90	.00	.00	.00	309.85	TRANSFERS FROM
13 OTHR	289.58-	.00	.00	.00	.00	20.27-	309.85-	TRANSFERS TO
13 QTLY	1385.53	83.14	13.84	.00	.00	.00	1482.51	TRANSFERS FROM
13 QTLY	1471.21-	9.69-	1.61-	.00	.00	.00	1482.51-	TRANSFERS TO
13 STOP	.00	.00	.00	.00	.00	1943.00	1943.00	PAYMENT VOID
13 TRNF	1829.29	.00	.00	.00	.00	2807.06	4636.35	TRANSFERS FROM
13 TRNF	5017.62-	.00	.00	.00	.00	308.43-	5326.05-	TRANSFERS TO
13 TOTALS	4411.08	220.54	36.75	.00	.00	82560.74	87229.11	
TOTALS	4816.53	269.21	165.85	106.48	.00	82560.74	87918.81	

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS THIS PERIOD: ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
	BASE TAX BILLED	69,640,488.84	.00	.00	312.51	312.51	69,640,801.35
-	BASE TAX PAID	55,087,895.45	6,812,314.87	5,274.61-	863.53	4,411.08-	61,895,799.24
-	BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/-	ADJUSTMENTS TO UNPAID TAX	.00		.00	.00	.00	.00
=	OUTSTANDING BASE TAX	14,552,593.39					7,745,002.11
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY	21.74	134,754.11	220.54-	.00	220.54-	134,555.31
	INTEREST	9.06	22,460.97	36.75-	.00	36.75-	22,433.28
	COLLECTION FEE	31.81	7,762.50	.00	.00	.00	7,794.31
	DISCOUNT	.00	.00	.00	.00	.00	.00
	UNAPPLIED	148,754.34	41,194.48	6,455.69-	76,105.05-	82,560.74-	107,388.08
	DEFERRED	.00	.00	.00	.00	.00	.00
	TOTAL PAID	55,236,712.40	7,018,486.93	11,987.59-	75,241.52-	87,229.11-	62,167,970.22

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS THIS PERIOD ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
	BASE TAX BILLED	950,651,917.10	.00	.00	324.79	324.79	950,652,241.89
-	BASE TAX PAID	931,230,504.07	7,019,615.16	5,335.23-	518.70	4,816.53-	938,245,302.70
-	BASE PAID FROM DEFERRED	.00	.00	.00	.00	.00	.00
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-		.00	.00	.00	2,734.03-
=	OUTSTANDING BASE TAX	19,418,679.00					12,404,205.16
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY	19,595,287.79	158,689.44	227.91-	41.30-	269.21-	19,753,708.02
	INTEREST	5,716,293.01	66,949.80	31.35	197.20-	165.85-	5,783,076.96
	COLLECTION FEE	9,696,237.01	47,922.49	.11-	106.37-	106.48-	9,744,053.02
	DISCOUNT	.00	.00	.00	.00	.00	.00
	UNAPPLIED	143,746.01	41,269.65	6,455.69-	76,105.05-	82,560.74-	102,454.92
	DEFERRED	.00	.00	.00	.00	.00	.00
	TOTAL PAID	966,382,067.89	7,334,446.54	11,987.59-	75,931.22-	87,918.81-	973,628,595.62

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta, CD Director

SUBJECT

Presentation regarding Operation Crackdown, an initiative of the Texas National Guard, that provides for the demolition of abandoned and neglected structures that serve as a nuisance and drug haven within a community and approval to partner with the Texas Army National Guard.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Operation Crackdown is the operational name of a program in which the Texas Army National Guard demolishes structures associated with the drug trade. To date, this program has demolished more than 1,200 structures varying in size and nature.

The Guard demolishes the units at no cost to an assisted community. However, supported communities must obtain clearances, court orders, warrants and/or permits for destruction and arrange for the removal and disposal of materials.

Within our communiity, over 75 structures which are abandoned and neglected and serve as a nuisance and/or drug haven have been identified. The City seeks to partner with the Guard to demolish those units that meet the program criteria.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this presentation be made.

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Raul Casso, City Attorney

SUBJECT

Discussion with possible action to extend the Contract for the Collection of Delinquent Property Taxes with the firm of Flores & Saucedo L.L.C., for an additional three (3) years in exchange for Flores & Saucedo's waiver of any rights it may have by virtue of Paragraph XXIII in the present contract (the handling to conclusion of all suits in which trial court judgments are obtained) which clause could extend the contract with an interest in pending tax cases in to indefinite future.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Paragraph XXIII is the subject of pending and on-going litigation between the firm of Flores & Saucedo L.L.C. and the De Anda firm (former tax collection firm). The court has construed paragraph XXIII to give the tax collecting firm an interest in a certain set of pending tax cases with the right to bring such cases to conclusion with no definite time frame within which to do so. The result has been our having two law firms collecting taxes at the same time with highly disruptive and costly administrative consequences.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

The present contract with the firm of Flores & Saucedo has the same contract clause and would give the firm of Flores & Saucedo the same rights. In order to avoid this same administrative mess, staff recommends that the Flores & Saucedo contract be extended for an additional three year period with the removal of paragraph XXIII, and with the firm of Flores and Saucedo relinquishing any rights they may have under that same paragraph.

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tim Omick, General Manager-Laredo Transit, Joe Jackson, Maintenance Asst. GM-Laredo Transit, Miguel A. Pescador, Purchasing Division

---

SUBJECT

Consideration to renew the existing annual contract FY11-039 to Goodyear Tire and Rubber Company, Akron, Ohio in the amount up to $283,926.09 to provide leased tires, based on monthly mileage use, for El Metro buses and para-transit fleet. This contract provides tires for fifty-one (51) buses, twenty (20) para-transit vehicles, six (6) medium size vehicles and one (1) wrecker. This is a one (1) year term contract. Funding is available in the El Metro Operations budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded contract FY11-039 to Goodyear Tire and Rubber Company, Akron,OH on March 7, 2011.

BACKGROUND

The term of the original contract was for three (3) years with two, one-year options subject to continued appropriations in the future fiscal years. Staff reviewed the bid received and is recommending that a contract be extended for one additional year to Goodyear Tire and Rubber Company. The successful vendor is required to provide new, radial tires, and spare replacement tires. There are currently 51 coaches, 20 para-transit vans, 6 medium size vehicles and 1 wrecker for FY11-039. This lease contract will be paid on a monthly mileage basis and pricing remains the same as previous year. This is the final year of extension for this contract.

The transit industry typically has been leasing tires because it can forego the large investment which purchasing tires constitute. Based on the purchase prices provided, to replace all the tires once a year would cost approximately $176,810.40 (buses), $ 31,257.92 (vans) and $6,943.56 (support vehicles), totaling $215,011.88. Based on the bids provided to lease vs. purchase, staff recommends continuing to lease at this time. Bid tabulation attached. The bid price rate(s) per tire mile and to purchase came in as follows:

Goodyear Tire & Rubber Co.: Option to
Tire Size: Yr. 1 rate: Yr. 2 rate: Yr. 3 rate: Purchase:
11R225 0.006050 0.006353 0.006670 $451.76/tire

255/70R22.5 0.008390 0.008810 0.009250 $377.80/tire
275/70R22.5 0.008390 0.008810 0.009250 $470.00/tire
B305/75R24.5 0.006050 0.006353 0.006670 $635.00/tire
LT225/75R16 0.004840 0.005082 0.005336 $252.08/tire
LT235/85R16 0.004840 0.005082 0.005336 $211.65/tire

Option Years:

Tire Size:	Yr. 1 rate:	Yr. 2 rate:
11R225	0.007004	0.007354
255/70R22.5	0.009712	0.010198
275/70R22.5	0.009712	0.010198
B305/75R24.5	0.007004	0.007354
LT225/75R16	0.005603	0.005883
LT235/85R16	0.005603	0.005883

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	558-5813-583-2022
Change Order: Exceeds 25% Y/N:	

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 contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding is available in:
Fixed Route (Tire Contract) 558-5813-583-2022
Paratransit (Tire Contract) 558-5814-583-2022

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Carlos Villarreal, City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Tim Omick, El Metro General Manager

SUBJECT

Consideration for approval of the El Metro ADA Sidewalks and Ramps Project No. 60 (8 Blocks – City Wide) as complete, release of retainage and approval of final payment in the amount of $8,192.66 to ALC Construction, Inc., Laredo, Texas. Final construction contract amount is $81,926.60. Funding is available in the Transit New Freedom Grant FX7094.

PREVIOUS COUNCIL ACTION

On October 21, 2013, City Council awarded a construction contract to ALC Construction, Inc., Laredo, Texas, in the base bid amount of $79,832.60 for the El Metro ADA Sidewalks and Ramps Project No. 60 (8 Blocks – City Wide) with a construction contract time of sixty (60) working days.

BACKGROUND

The original project consisted of 8 blocks of ADA accessible sidewalk improvements city wide. Generally the sidewalks are 4 feet in width with ADA ramps at each street crossing. The project also included 77 concrete slabs for bus stop.
Plans and specifications were prepared in-house by the Engineering Department.

Original construction contract amount…… $79,832.60
(Approved by City Council on October 21, 2013)
Change order no. 1……..... . $2,094.00
(Approved by City Manager on December 19, 2013)
Final construction contract amount……. $81,926.60

The project was completed within the contract time allotted.
List of sidewalks attached.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	Transit Grant FX7094
Account #:	518-5188-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Transit New Freedom Grant FX7094.
Account No. 518-5188-585-9301