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**Official Minutes for Webb County  
Commissioners Court Meeting**

**Monday, June 24, 2013 at 9:00 AM  
(Approved July 9, 2013)**

Call to order by Judge Danny Valdez

Let it be remembered that a regular meeting of the Webb County Commissioners Court was held at 9:00 a.m. at the regular meeting place with the following members present to wit:

Danny Valdez	County Judge
Mike Montemayor	Commissioner, Pct. 1
Rosaura "Wawi" Tijerina	Commissioner, Pct. 2
John C. Galo	Commissioner, Pct. 3
Jaime Alberto Canales	Commissioner, Pct. 4

Thus constituting a quorum, the Commissioners Court proceeded to act upon the Agenda as posted in the meeting notice of the 21<sup>st</sup> day of June 2013. Present also were Ms. Virginia Martinez, Deputy County Clerk representing Mrs. Margie Ramirez Ibarra, Ex-officio Clerk of the Commissioners Court, various officers and others interested in the business of the Court.

**Item No.1. Roll Call by Honorable Margie Ramirez-Ibarra, Webb County Clerk**

Judge Valdez motioned to excuse Cmr. Tijerina. Cmr. Galo seconded the motion.

Motion carried 3-0 by unanimous consent.

Judge Valdez motioned to excuse Cmr. Canales. Cmr. Galo seconded the motion.

Motion carried 3-0 by unanimous consent.

**Item No.2. Pledge of Allegiance**

9:01 a.m. – Cmr. Canales present.

**Item No.3. Approval of Minutes for June 10, 2013**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Judge Valdez motioned to approve item as submitted. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

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**Official Minutes for Webb County  
Commissioners Court Meeting**

**Monday, June 10, 2013 at 9:00 AM**

Call to order by Judge Danny Valdez

Let it be remembered that a regular meeting of the Webb County Commissioners Court was held at 9:00 a.m. at the regular meeting place with the following members present to wit:

Danny Valdez	County Judge
Mike Montemayor	Commissioner, Pct. 1
Rosaura "Wawi" Tijerina	Commissioner, Pct. 2
John C. Galo	Commissioner, Pct. 3
Jaime Alberto Canales	Commissioner, Pct. 4

Thus constituting a quorum, the Commissioners Court proceeded to act upon the Agenda as posted in the meeting notice of the 7<sup>th</sup> day of June 2013. Present also were Ms. Virginia Martinez, Deputy County Clerk representing Mrs. Margie Ramirez Ibarra, Ex-officio Clerk of the Commissioners Court, various officers and others interested in the business of the Court.

**Item No.1. Roll Call by Honorable Margie Ramirez-Ibarra, Webb County Clerk**

Mrs. Lucy Perez, Chief Deputy for the County Clerk's Office was in attendance to call roll for the Honorable Margie Ramirez Ibarra, Webb County Clerk.

Cmr. Tijerina motioned to excuse Cmr. Montemayor. Judge Valdez seconded the motion.

Motion carried 3-0 by unanimous consent.

Judge Valdez motioned to excuse Cmr. Canales. Cmr. Tijerina seconded the motion.

Motion carried 3-0 by unanimous consent.

**Item No.2. Pledge of Allegiance**

**Item No.3. Approval of Minutes for May 28, 2013**

9:03 a.m. – Cmr. Canales present.

Cmr. Galo stated he wished to make an amendment to the minutes of May 28, 2013 under item #76.

On the Commissioners Court Meeting held on May 28, 2013 under item #76;

*Cmr. Canales motioned to authorize Alison and Bass to consider the legality with respect to the road. Cmr. Tijerina seconded the motion.*

*Motion carried 4-0 by unanimous consent.*

Additions to the motion were not made. Cmr. Galo only commented on the item but stated that it was for clarification purposes.

Cmr. Tijerina motioned to approve the minutes as amended. Cmr. Galo seconded the motion.

Motion carried 4-0 by unanimous consent.

**Item No.4. Approval of Bills, Payroll, and Monthly Report**

9:06 a.m. – Cmr. Montemayor present.

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Mr. Leo Flores, County Auditor presented the monthly report for May 2013.

Cmr. Tijerina motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.

Mr. Cesar Guerra, County Treasurer's Office presented checks and side bills pending approval.

Cmr. Galo motioned to approve item as submitted. Cmr. Tijerina seconded the motion.

Motion carried 5-0 by unanimous consent.

Mr. Cesar Guerra, County Treasurer's Office presented a check for ratification.

Judge Valdez motioned to approve item as submitted. Cmr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

**Item No.5. Communications**

Judge Valdez recognized all veterans present.

The Commissioners Court read a proclamation to observe the 45<sup>th</sup> Anniversary of the Ted Offensive.

Mr. Joe Soto with the Veteran's Coalition thanked the court for the proclamation.

The Commissioners Court recognized Rural Transportation Director, Mr. Robert Martinez and Mr. Juan Vargas, Community Action Agency Director for the State of Good Repair Grant.

Judge Valdez welcomed the group of nuns that are promoting Immigration Reform.

Cmr. Canales welcomed the group of nuns that were promoting Immigration Reform. Cmr. Canales congratulated all the graduates from high school and college graduates from TAMU and L.C.C. He congratulated Rod Lewis and the group ground breaking for the La Salle Railway and Industrial Park. Cmr. Canales stated that the community center at Las Penitas would start their summer camp today. He sent out his heartfelt condolences to the family of Pearl Gonzalez Leija, Miguel Alberto "Mike" Alvarez, Brenda

Elizabeth Solis Pena, Ernestina L.Torres, Don Carlos Garza Quiroga, Krizia Lauren Keiser, and Jesus Hernandez.

Cmr. Galo congratulated all high school and college graduates. He congratulated the three young men that were recently drafted by the majorly baseball. Cmr. Galo congratulated Rod Lewis on the La Salle Railway and Industrial Park. He congratulated the group of nuns that were promoting Immigration Reform. Cmr. Galo wished an early Happy Father's Day to all fathers. He sent out his heartfelt condolences to everyone who has lost a loved one in the past two weeks especially to Rocky Bruni, Diana Sames, and Mickey Bruni on the loss of Jone Bruni, David Alan Schneider, and Krizia Lauren Keiser.

Cmr. Tijerina congratulated all graduating seniors and parents. She congratulated Sheriff Martin Cuellar for recently swearing in four deputies as a result of Higher a Vet, Secure Our Borders. Cmr. Tijerina stated that the Community Action Corporation of South Texas will be accepting application at the Larga Vista Community Center. She stated that the Larga Vista Community Center and Bruni Community Center will be starting their summer camps and encouraged all parents to take their children. Cmr. Tijerina wished all fathers an early Happy Father's Day. She sent her heartfelt condolences to the families of Joan Wenning, Rocky Bruni, Triana Sames on the loss of their mom, Pearl Leija, Benita Martinez Uribe de Rangel, Santiago Villasenor, David Alan Schneider, Brenda Elizabeth Solis Pena, and Krizia Lauren Keiser.

Cmr. Montemayor thanked the County Attorney's Office, especially Mr. Czar for helping in the property that was donated to precinct 1 and Ms. Jan Son for donating the property. He thanked all his staff and directors for everything that they do. Cmr. Montemayor sent out his heartfelt condolences to the family of Brenda Solis Pena.

Cmr. Galo congratulated Lt. Commander Doug Alford for sponsoring ten boys to boy state leadership training.

**Item No.6. Public Comment - This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must complete a Witness Card specifying which agenda item they wish to comment on. Each public member will be allowed a total of Three (3) minutes within which to make any/all public comments.**

Laura Llanes, Laredo Housing Authority Executive Director  
Ms. Llanes spoke in reference to item #12.

**Honorable Danny Valdez, Webb County Judge**

**Item No.7. Status Report and Presentation by the Webb County Risk Management Team (Administrative Services, Wells Fargo, Alternative Services, and Valley Risk Consulting), regarding the goals and objectives of the Risk Management Program, review of policies, and loss information.**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Ms. Cynthia Mares, Administrative Services, Mr. Roger Garza, Valley Risk Consulting, Mr. Robert Bookhammer, National Public Senator, and Ms. Tommie Biggers, Alternate Service Concepts were all in attendance to deliver a status report and presentation regarding the goals and objectives of the Risk Management Program, review of policies, and loss information.



**Honorable Mike Montemayor, Webb County Commissioner Pct. 1**

**Item No.8. Recognition of the participants in the Webb County 4-H Program for their accomplishments and for qualifying for the Texas 4-H Roundup.**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

The Commissioners Court recognized the participants in the Webb County 4-H Program for their accomplishments and for qualifying for the Texas 4-H Roundup.

**Item No.9. Discussion and possible action to appoint an interim director to Slot #2711, Director of Rio Bravo Activity Center; and any other matters incident thereto.**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Comr. Galo motioned to appoint Ms. Gloria Rendon effective immediately. Comr. Canales seconded the motion.

Motion carried 5-0 by unanimous consent.

**Honorable Rosaura "Wawi" Tijerina, Webb County Commissioner Pct. 2**

**Item No.10. Status report from the Webb County Engineering Department regarding paving project at Colonia San Carlos on Hwy. 359; and any other matters incident thereto.**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Mr. Mike Cabello, Webb County Engineering Department was in attendance to present a status report regarding paving project at Colonia San Carlos on Hwy. 359; and any other matters incident thereto

**Item No.11. Discussion and possible action to accept a donation in the amount of \$1,000.00 from ConocoPhillips to the Bruni Community Center for summer camps and empowering programs; and any other matters incident. [Funds to be deposited into Goods for Public Events, Account #001-6108-6219-2]**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Judge Valdez motioned to approve item as submitted. Comr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

Comr. Tijerina stated that the check is made payable to the South Texas Food Bank for the benefit of that Community Center.

**Honorable Jaime A. Canales, Webb County Commissioner Pct. 4**

**Item No.12. Presentation with discussion and possible action on the Community Action Corporation of South Texas' (CACOST) mission by representative Doug Hairgrove,**

**Director of Housing/Community Services. CACOST is an agency that seeks approval to use all of Webb County Community Centers and/or facilities in our inner city communities and colonias. Over \$300,000 in funding from the Department of Energy. (DOE) will provide much needed weatherization and home rehabilitation for low-income residents. CACOST will provide staff that will accept, review, and qualify applicants. CACOST will also contract private companies that will perform all approved application work orders; and any other matters incident thereto.**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Mr. Juan Vargas, Community Action Agency Director, Ms. Laura Llanes, Laredo Housing Authority Executive Director, and Mr. Doug Hairgrove, Director of Housing / Community Services were in attendance to deliver a presentation regarding the Community Action Corporation of South Texas' (CACOST).

Judge Valdez motioned to accept the Community Action Corporation of South Texas' to provide weatherization services for Webb County and to work with Juan Vargas to coordinate. Cmr. Canales seconded the motion.

Motion carried 4-0 with Cmr. Galo out of the courtroom.

### **Commissioners Court**

**Item No.13. Discussion and possible action to enter an Order prohibiting the sale and use of certain types of fireworks (referred to as "restricted fireworks" as defined to be "skyrockets with sticks" and "missiles with fins") within the unincorporated areas of Webb County during the 4<sup>th</sup> of July fireworks season and providing a criminal penalty for violation of the Order, and authorizing the County Judge to sign all relevant documents; and any other matters incident thereto.**

Cmr. Tijerina motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 with Cmr. Galo out of the courtroom.

**Item No.14. Presentation by Protrans International, Inc., ("ProTrans"); with discussion and possible action to approve a county economic development grant agreement between Webb County and ProTrans. The County in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code under which the county has authority to make loans or grants of public funds for the purpose of promoting local economic development. The grants awarded will be conditioned upon the positive economic benefits derived by the County through the real and personal property investments by "Protrans" of approximately Fifteen Million Dollars (\$15,000,000.00) and authorizing the County Judge to sign all relevant documents; and any other matters incident thereto. [Closed Session/Executive Session may be requested pursuant to Texas Government Code Title 5, Subchapter D. Section 551.071 (A) (B) (Consultation with Attorney)]**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Ms. Cynthia Collazo and Mr. Time Wells, with Protrans International, Inc. and Mr. Ben Puig, with Embarcadero were in attendance to deliver a presentation regarding a county economic development grant agreement between Webb County and ProTrans.

Cmr. Galo motioned to direct staff to work with Protrans and try to emulate the city. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.

**Honorable Marco A. Montemayor, County Attorney**

- Item No.15. Discussion and possible action to approve and enter into a One (1) year lease renewal agreement commencing on July 2, 2013 through June 30, 2014 between Webb County for the Webb County Head Start Program as Lessee and West Drive Business Center, LLC, as Lessor for the property known as Units 6 & 7, Plaza De Oro Bldg. located at 5904 West Drive Laredo, Texas 78041 at a monthly rental rate of \$3,460.00 per month, subject to annual budget appropriation, and authorizing County Judge to sign and execute all relevant documents. [Requested by Aliza Oliveros, Webb County Head Start Director; Account #903-4200-6212]**
- Item No.16. Discussion and possible action to enter into a Thirty-Nine (39) month (June 10, 2013 through September 10, 2016) FMV Lease Agreement between Toshiba Business Solutions and Webb County Head Start for a Toshiba Digital Color Copier ES5540CT and a Toshiba Digital Copier ES 456 at a cost of THREE HUNDRED EIGHTY-SIX DOLLARS AND THIRTEEN CENTS (\$386.13) per month for a total amount of FIFTEEN THOUSAND FIFTY-NINE DOLLARS AND SEVEN CENTS (\$15,059.07) over the term of the agreement, subject to annual budget appropriation, and authorizing County Judge to sign and execute all relevant documents. [Requested by Aliza Oliveros, Webb County Head Start Director; Account #903-4207-6014]**
- Item No.17. Discussion and possible action to enter into a Thirty-Nine (39) month (June 10, 2013 through September 10, 2016) Maintenance Agreement between Toshiba Business Solutions and Webb County Head Start for a Toshiba Digital Color Copier ES5540CT and a Toshiba Digital Copier ES 456 at a cost of TWO HUNDRED FOURTY-EIGHT DOLLARS AND TEN CENTS (\$248.10) per quarter for a total amount of THREE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND THIRTY CENTS (\$3,225.30) over the term of the agreement, subject to annual budget appropriation, and authorizing County Judge to sign and execute all relevant documents. [Requested by Aliza Oliveros, Webb County Head Start Director; Account #903-4207-6014]**
- Item No.18. Discussion and possible action to enter into a Twelve (12) month (June 10, 2013 through June 10, 2014) Maintenance Agreement between Toshiba Business Solutions and Webb County District Clerk for a Toshiba E-Studio 600 Digital Copier at a cost of SEVENTY-FIVE DOLLARS (\$75.00) per quarter for a total amount of THREE HUNDRED DOLLARS (\$300.00) over the term of the agreement, subject to annual budget appropriation, and authorizing County Judge to sign and execute all relevant documents. [Requested by Esther Degollado, Webb County District Clerk; Account #001-1110-6402]**

Comr. Tijerina motioned to approve items #15, #16, #17, and #18 as submitted. Comr. Galo seconded the motion.

Motion carried 4-0 with Judge Valdez out of the courtroom.

**Honorable Rebecca Palomo, 341<sup>st</sup> District Court Judge**

**Item No.19. Discussion and possible action to approve the following line item transfer:**

<b>From:</b>	<b>001-1003-7001</b>	<b>Indigent Defense</b>	<b>\$12,000</b>
<b>To:</b>	<b>001-1003-5601</b>	<b>Administrative Travel</b>	<b>\$12,000</b>

**Honorable Oscar Martinez, Justice of the Peace Pct. 4**

**Item No.20. Discussion and possible action to approve the following line item transfer:**

<b>From:</b>	<b>001-1044-6005</b>	<b>Postage &amp; Courier Service</b>	<b>\$1,133</b>
<b>To:</b>	<b>001-1044-6002-2</b>	<b>Cellular Phone</b>	<b>\$1,133</b>

**Honorable Harold DeVally, Constable Pct. 4**

**Item No.21. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-2502-6014</b>	<b>Equipment Rental</b>	<b>\$1,000</b>
<b>To:</b>	<b>001-2502-6004-2</b>	<b>Cell Phone Cost</b>	<b>\$ 600</b>
	<b>001-2502-6205</b>	<b>Materials &amp; Supplies</b>	<b>\$ 400</b>
			<b><u>\$1,000</u></b>

**Honorable Martin Cuellar, Sheriff**

**Item No.22. Discussion and possible action to authorize the submission of a FY 2013 Operation Stonegarden (OPSG) grant to the State Administrative Agency (SAA) in conjunction with other eligible law enforcement agencies for overtime, applicable fringe benefits, equipment, fuel/mileage, and maintenance for border security operations and designating the Webb County Judge in all matters related to this grant; and any other matters incident thereto. [OPSG Accounts]**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Comr. Galo motioned to approve items #19, #20, #21, and #22. Comr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

**Item No.23. Discussion and possible action to enter into a Sixty (60) month rental service agreement between Webb County and Pitney Bowes Global Financial Services for the processing of daily mail for the Webb County Sheriff's Office in the amount of ONE HUNDRED FORTY-THREE DOLLARS (\$143.00) per month and a total cost of**

**\$8,580.00 over the Sixty (60) month agreement term, and to grant an exemption in accordance with the Texas Local Government Code Section 262.024 (Discretionary Exemptions)(4) professional services, subject to annual budget appropriation, and authorizing the County Judge to sign and execute all relevant documents. [Account #001-2001-6014]**

**Item No.24. Discussion and possible action to enter into a Sixty (60) month service agreement between Webb County and Stericycle for the collection, transportation, treatment and disposal of all regulated medical waste generated by the Webb County Jail during the term of the agreement in the amount of FIVE HUNDRED DOLLARS AND TEN CENTS (\$500.10) per month and a total cost of \$30,006.00 over the Sixty (60) month agreement term and to grant an exemption in accordance with the Texas Local Government Code Section 262.024 (Discretionary Exemptions)(4) professional services, subject to annual budget appropriation, and authorizing the County Judge to sign and execute all relevant documents. [Account #001-2062-6209-04]**

**Item No.25. Discussion and possible action to amend the Webb County Personnel Policies in connection with the planned implementation of the Time and Attendance system for Webb County employees; and any other matters incident thereto. [Closed Meeting/Executive Session is requested pursuant to Texas Government Code Title 5, Subchapter D, Section 551.071 (A) (B) (Consultation with Attorney)]**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Comr. Galo motioned to approve items #23, #24, and #25 as submitted. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.

**Item No.26. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-2600-6202</b>	<b>Uniforms</b>	<b>\$ 4,000</b>
	<b>001-2001-5003-B</b>	<b>Overtime Collective Bargaining Agreement (CBA)</b>	<b>\$ 7,500</b>
	<b>001-2060-5003-A</b>	<b>Overtime Holiday Collective Bargaining Agreement (CBA)</b>	<b>\$10,000</b>
			<b>\$21,500</b>
<b>To:</b>	<b>001-2060-5003-B</b>	<b>Overtime Collective Bargaining Agreement (CBA)</b>	<b>\$21,500</b>

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Comr. Tijerina motioned to approve item as submitted. Comr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

**Honorable Delia Perales, Treasurer**

**Item No.27. Discussion and possible action to approve Depository Pledge Agreement with Commerce Bank whose securities will secure the deposit of Webb County**

**Depository monies with said bank and authorizing the County Judge to sign all relevant documents.**

Com. Galo motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.

**Administrative Services**

**Item No.28. Discussion and possible action to extend Webb County's Agreement with Laredo Examiners, a 3<sup>rd</sup> Party Administrator of the Webb County Drug & Alcohol Program for a period from June 10<sup>th</sup> to no later than August 9<sup>th</sup>, 2013. The Services provided are those which are required to implement and maintain the Webb County Drug & Alcohol Testing, and any other matters incident thereto; and to authorize the Webb Judge to execute all relevant documents.**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Judge Valdez motioned to approve item as submitted. Com. Tijerina seconded the motion.

Motion carried 4-0 with Com. Canales out of the courtroom.

**Item No.29. Discussion and possible action to select dates to conduct annual performance evaluations for the Webb County Department Heads; and any other matters incident thereto.**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Judge Valdez directed Ms. Cynthia Mares, Administrative Services Director to set a date for the evaluations in mid July.

**Item No.30. Discussion and possible action to acknowledge receipt of settlement from insurance carrier OneBeacon regarding recent property damage to the Community Supervision and Corrections Department Restitution Center in the amount of \$40,682.51 (Forty Thousand Six Hundred Eighty-Two and Fifty-One Cents), and to authorize the County Judge to execute all relevant documents; and any other matters incident thereto. [Account #001-0114-9201]**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Com. Montemayor motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.

**Building Maintenance**

**Item No.31. Discussion and possible action to approve the posting and filling of the following vacant Slot, subject upon the availability of payroll funds and any applicable Civil Service timelines and rules:**

<u>Slot #</u>	<u>Title</u>	<u>Hourly Rate</u>
0041	Energy Management Technician	\$18.49

**Item No.32. Discussion and possible action to approve the following line item transfer:**

<b>From:</b>	<b>001-0106-6402 Repairs &amp; Maintenance of Equipment</b>	<b>\$ 4,000</b>
<b>To:</b>	<b>001-0106-6224 Minor Tools and Apparatus</b>	<b>\$ 4,000</b>

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Cmr. Tijerina motioned to approve items #31 and #32 as submitted. Cmr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

**Community Action Agency**

**Item No.33. Discussion and possible action to authorize the Community Action Agency to enter into an annual agreement with Reliant Energy Retail Services, LLC to implement the Community Assistance from Reliant Energy (CARE) Program and accept a donation contribution of \$12,500.00 allocated for Webb County Community Action Agency to assist qualified applicants with energy bills. [Account #902-4202-7004]**

**Item No.34. Discussion and possible action to approve the posting and filling of Slot #1214 (Part-Time Administrative Assistant) at 20 hours per week at \$10.00 per hour with no benefits. Salary for the Slot is grant funded; monies have been allocated for this fiscal year. [Account #953-4200-3500]**

**Item No.35. Discussion and possible action to accept grant contract #58120001712 award for the Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing & Community Affairs (TDHCA) for Program Year 2013 Contract Start Date April 01, 2013 to Contract end date July 31, 2013, in the amount of FIVE HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$565,308.00) and authorizing the County Judge to sign all relevant documents. [Fund 911]**

Cmr. Tijerina motioned to approve items #33, #34, and #35 as submitted. Cmr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

**Engineer**

**Item No.36. Discussion and possible action to approve Justice of the Peace #4 remodeling Contract Change Order #3 to Zertuche Construction in the amount of \$23,274.14, increasing the contract amount to \$537,839.24. This change order will also increase the work days by 45 days, increasing the contract to 235 days and authorizing the County Judge to sign all relevant documents. [Requested by Oscar O. Martinez,**

**La Presa Community Center**

**Item No.37. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-6115-5601</b>	<b>Administrative Travel</b>	<b>\$500</b>
<b>To:</b>	<b>001-6115-6205</b>	<b>Materials &amp; Supplies</b>	<b>\$250</b>
	<b>001-6115-6219-2</b>	<b>Goods for Public Events</b>	<b><u>\$250</u></b>
			<b>\$500</b>

Comr. Tijerina motioned to approve items #36 and #37 as submitted. Comr. Galo seconded the motion.

Motion carried 5-0 by unanimous consent.

**Item No.38. Discussion and possible action to approve the posting and filling of the following vacant Slot, subject upon the availability of payroll funds and any applicable Civil Service timelines and rules, effective June 11, 2013:**

<u>Slot #</u>	<u>Title</u>	<u>Hourly Rate</u>
2399	Driver Maintenance	\$11.19

**Medical Examiner**

**Item No.39. Discussion and possible action to approve a professional services contract between Webb County and The Dictation Source for medical transcription services for the Webb County Medical Examiner's Office, at a cost of \$.10 per 65 character line for a term of One (1) year (June 10, 2013 – June 9, 2014) subject to annual budget appropriation, and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. [Account #001-0109-6022 (Professional Services)]**

**Planning**

**Item No.40. Discussion and possible action to issue a "Certificate of Compliance with Plat Requirements" to authorize electrical service connections pursuant to Section 232.029 (b), L.G.C., for an unplatted 2.6545 acre tract of land, more or less, out of and part of Porcion 10, Abstract 280, known as Tract 48, Ranchitos IV Los Minerales, as further described in Vol. 1013, Pgs. 493-495, W.C.D.R. (Application ID 2533). Approval limited to Three (3) additional meters for a total of Six (6) meters on this tract.**

Comr. Galo motioned to approve items #38, #39, and #40 as submitted. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.



**Purchasing**

**Item No.41. Discussion and possible action to award the following annual contracts.  
(Solicitations approved on April 22, 2013 and March 11, 2013)**

**Bid 2014-03 Annual Contract for Flexible Base-Geographic Locations to Bertha Aldrete (North of Bruni Location), Santos Cattle & Game (Oilton Area & North of Bruni Location), Monolo's Ranch (North of IH35 Location), Zeus Construction (Hwy 83 Location)**

**Bid 2014-09 Annual Contract for Muffler Replacement to Laredo Muffler Shop (Primary)**

**Bid 2014-24 Annual Contract for Auto Shop Service Repair-To include parts to Laredo Wholesale Auto Dist. (Primary), J.R. Martinez Auto South (Secondary), Rotex (Secondary)**

**Bid 2014-24-1 Annual Contract for Auto Air Condition repair-To Include parts to Andy's Auto & Bus Air (Primary), Laredo Wholesale Auto (Secondary)**

**Bid 2014-27 Annual Contract for Liquid Soil Stabilizer to Momar, Inc. (Primary), J&B Industries (Secondary)**

**Bid 2014-40 Annual Contract for Automatic Transmission Repair to J.R. Martinez (Primary), Lopez Transmission (Secondary)**

**Bid 2014-43 Annual Contract for Machine Shop Repair to Laredo Machine Shop (Primary)**

**Bid 2014-57 Annual Contract for Refuse Collection to Trashco (Primary)**

**Bid 2014-66 Annual Contract for Aggregate 0010 Blend 73/Bin 1" to Vulcan Construction Materials LP (Primary)**

**Bid 2014-67 Annual Contract for Trap Rock 624 Grade 4 & 5 to Vulcan Construction Material (Primary)**

**Bid 2014-68 Annual Contract for Auctioneering Services to Cabco Auctioneering Services (Primary)**

**Bid 2014-75 Annual Contract for Meter Calibration to Sendero South (Primary)**

**Bid 2014-80 3 month contract for Paper, Toner/Ink, and Water to Executive Office Supplies (Primary-Paper, Secondary- Ink and Toner), The Tree House (Primary- Ink & Toner), Staples (Secondary- Ink and Toner), Patria Office Supplies (Secondary-Paper)**

Discussion on file at the Webb County Clerk's Office June 10, 2013 Commissioners Court Meeting DVD.

Cmr. Tijerina motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.

**Item No.42. Discussion and possible action to purchase One (1) copier for Justice of the Peace Pct. 4, Oscar O. Martinez, Pursuant to Sections 271.101 and 271.102, Subchapter F. Cooperative Purchasing Program Texas DIR Contract #DIR-SDD-1686, in the amount of \$4,336.92. [Requested by Oscar O. Martinez, Webb County Justice of the Peace Pct. 4; Account #016-1044-6224 (Technology Fund)]**

**Item No.43. Discussion and possible action to purchase Six (6) phones with installation from Summit Communication in the amount of \$1,050.00. [Requested by Ramiro Veliz, Webb County Justice of the Peace Pct 2, PI 1; Account #016-1042-6224 (Technology Fund)]**

Judge Valdez motioned to approve items #42 and #43 as submitted. Cmr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

**Item No.44. Adjourn**

Cmr. Galo motioned to adjourn. Judge Valdez seconded the motion.

Motion carried 5-0 by unanimous consent.

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**Item No.4. Approval of Bills, Payroll, and Monthly Report**

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Mr. Cesar Guerra, County Treasurer's Office presented the recap of checks, side bills, and checks for ratification.

Judge Valdez motioned to approve item as submitted. Cmr. Montemayor seconded the motion.

Motion carried 3-1 with Cmr. Galo voting against.

Mr. Cesar Guerra, County Treasurer's Office presented the monthly report for May 2013.

Judge Valdez motioned to approve item as submitted. Cmr. Canales seconded the motion.

Motion carried 4-0 by unanimous consent.



*Delia Perales*

*Webb County Treasurer Delia Perales*

**RECAP OF CHECKS TO BE APPROVED**

**JUNE 24, 2013**

NUMBER OF CHECKS

AMOUNT OF CHECKS

538

\$1,924,374.83

## SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
=====							
BANK ACCOUNT	NBC1	WC	GenOper	National Bank of Commerce			
=====							
239300		6/12/2013	20802	AL & ROB SALES	6,216.50	.00	
239301		6/12/2013	21778	AT&T MOBILITY	1,565.24	.00	
239302		6/12/2013	25114	BANK OF SOUTH TEXAS	94.87	.00	
239303		6/12/2013	5101	BEN E. KEITH FOODS COMPANY	55,815.02	.00	
239304		6/12/2013	7678	BORDER REGION MHMR	1,600.00	.00	
239305		6/12/2013	6729	BRUCELLI ADVERTISING CO., INC.	139.83	.00	
239306		6/12/2013	20949	CLARK HARDWARE, LTD	306.40	.00	
239307		6/12/2013	23830	COMM-USA SOLUTIONS	3,340.60	.00	
239308		6/12/2013	23185	COMMUNICATION SERVICES	390.00	.00	
239309		6/12/2013	20983	DELL MARKETING LP	1,787.40	.00	
239310		6/12/2013	11809	DIAMOND MEDICAL SUPPLY	627.30	.00	
239311		6/12/2013	21010	EXECUTIVE OFFICE SUPPLY	488.00	.00	
239312		6/12/2013	11918	FLOWERS BAKING CO.	2,863.84	.00	
239313		6/12/2013	40	GONZALES, GEORGE L.	207.92	.00	
239314		6/12/2013	9122	GUTIERREZ MACHINE SHOP	150.00	.00	
239315		6/12/2013	14214	HILLYARD-SAN ANTONIO	25.00	.00	
239316		6/12/2013	16996	IBC BANK	486.05	.00	
239317		6/12/2013	13241	INDIGENT HEALTHCARE	2,602.00	.00	
239318		6/12/2013	5844	INSIGHT PUBLIC SECTOR INC	1,323.66	.00	
239319		6/12/2013	71	KAPLAN EARLY LEARNING COMPANY	2,609.95	.00	
239320		6/12/2013	13942	KIRKPATRICK GUNS & AMMO	337.90	.00	
239321		6/12/2013	17236	LABCORP OF AMERICA HOLDINGS	288.54	.00	
239322		6/12/2013	13573	LAREDO CUSTOMS SERVICE INC.	7.20	.00	
239323		6/12/2013	17256	LAREDO FAMILY MEDICINE	44.57	.00	
239324		6/12/2013	3379	LEXISNEXIS	300.00	.00	
239325		6/12/2013	25	MCCOY'S BUILDING SUPPLY	743.00	.00	
239326		6/12/2013	9734	MEDICAL IMAGING	70.95	.00	
239327		6/12/2013	9606	NATIONAL COUNCIL OF JUVENILE	1,950.00	.00	
239328		6/12/2013	9539	NEVILL DOCUMENT SOLUTIONS	138.07	.00	
239329		6/12/2013	186	FRED-DICKEY FUNERAL &	1,000.00	.00	
239330		6/12/2013	21381	OAK FARMS SAN ANTONIO	501.73	.00	
239331		6/12/2013	21409	PATRIA INTERNATIONAL	1,234.78	.00	
239332		6/12/2013	13	FAMILY CHEVROLET	813.42	.00	
239333		6/12/2013	21432	PERALES, DELIA	24.00	.00	
239334		6/12/2013	2993	RDD TRUST #BO-5800	70.46	.00	
239335		6/12/2013	21493	RODRIGUEZ JR., RODOLFO	321.82	.00	
239336		6/12/2013	21526	SAM'S CLUB DIRECT	198.22	.00	
239337		6/12/2013	20050	SANCHEZ, CHRISTINE R.	154.25	.00	
239338		6/12/2013	16359	SANTOS, MOLLY HIGGINS	225.00	.00	
239339		6/12/2013	5394	SCHOOL NURSE SUPPLY INC.	705.35	.00	
239340		6/12/2013	25112	SOMBRERO CAPITAL LLC	803.75	.00	
239341		6/12/2013	17698	SOUTHERN GOLF PROPERTIES	1,176.89	.00	
239342		6/12/2013	18634	STAPLES ADVANTAGE, DEPT DAL	55.01	.00	
239343		6/12/2013	21581	TPASS	1,600.00	.00	
239344		6/12/2013	22695	TEACHING STRATEGIES, LLC	106.23	.00	
239345		6/12/2013	13587	TEXAS AMERICAN TITLE COMPANY	413.72	.00	
239346		6/12/2013	16086	TIME WARNER CABLE	33.95	.00	
239347		6/12/2013	22393	TOSHIBA BUSINESS SOLUTIONS,USA	392.10	.00	
239348		6/12/2013	22117	TOSHIBA FINANCIAL SERVICES	108.70	.00	
239349		6/12/2013	23661	GREATAMERICA FINANCIAL SVCS.	315.60	.00	
239350		6/12/2013	3602	TYCO INTEGRATED SECURITY, LLC	244.87	.00	

WEBB COUNTY - LIVE  
DATE 6/12/13  
TIME 13:08:53

FINANCIAL MANAGEMENT


PAGE 2  
AFO390  
TREMVA

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE	
=====								
BANK ACCOUNT . . . : NBC1 WC GenOper				National Bank of Commerce				
239351		6/12/2013	10013	U S POSTAL SERVICE	54.00	.00		
239352		6/12/2013	24346	VALLEY RISK CONSULTING, INC.	3,665.00	.00		
239353		6/12/2013	21701	VALLEY TELEPHONE COOPERATIVE	3,368.81	.00		
239354		6/12/2013	21709	VAZQUEZ JOY H.	66.11	.00		
TOTAL CHECKS/ACH FOR BANK ACCOUNT . . . :					55	104,173.58	.00	
					TOTAL PAYMENTS:		104,173.58	
=====								
TOTAL FOR ALL BANK ACCOUNTS . . . . . :					55	104,173.58	.00	
					TOTAL PAYMENTS:		104,173.58	

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/12/13  
DATE

  
TREASURER

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
IBK ACCOUNT	NBC1	WC	GenOper	National Bank of Commerce			
19382		6/17/2013	20830	ARGUINDEGUI OIL CO. II, LTD.	25,685.51		.00
19383		6/17/2013	21778	AT&T MOBILITY	49.36		.00
19384		6/17/2013	12654	AUTO ALARM OF LAREDO	280.00		.00
19385		6/17/2013	5101	BEN E. KEITH FOODS COMPANY	3,928.50		.00
19386		6/17/2013	15840	BIG BOB'S TROPHIES PLUS	92.99		.00
19387		6/17/2013	20875	BOB BARKER COMPANY, INC	548.42		.00
19388		6/17/2013	3240	C.H. HARDEN, JR ENTERPRISES, INC	6,601.37		.00
19389		6/17/2013	7411	CDW GOVERNMENT	20,291.09		.00
19390		6/17/2013	15863	CENTERPOINT ENERGY	1,445.11		.00
19391		6/17/2013	15863	CENTERPOINT ENERGY	710.14		.00
19392		6/17/2013	15863	CENTERPOINT ENERGY	39.22		.00
19393		6/17/2013	21777	CITY OF LAREDO UTILITIES	18,605.37		.00
19394		6/17/2013	17546	DIANA'S EMBROIDERY	50.00		.00
19395		6/17/2013	21010	EXECUTIVE OFFICE SUPPLY	1,224.19		.00
19396		6/17/2013	6188	EXQUISITA DISTRIBUTORS, L.P.	270.00		.00
19397		6/17/2013	11918	FLOWERS BAKING CO.	793.64		.00
19398		6/17/2013	16890	FORT BEND SERVICES, INC.	2,134.35		.00
19399		6/17/2013	15673	HD SUPPLY WATERWORKS, LTD	1,154.41		.00
19400		6/17/2013	13942	KIRKPATRICK GUNS & AMMO	209.90		.00
19401		6/17/2013	20026	K2 TOWERS, LLC	1,042.00		.00
19402		6/17/2013	23205	LAREDO HIGH TECH AUTO SERVICE	29.00		.00
19403		6/17/2013	25074	LIGHTBULBSMART, LLC	1,500.00		.00
19404		6/17/2013	21260	LITHO BUSINESS FORMS, INC.	1,596.00		.00
19405		6/17/2013	8853	LOWE'S	265.85		.00
19406		6/17/2013	21386	DILTON RURAL WATER SUPPLY CORP	308.00		.00
19407		6/17/2013	15748	OLIVER PACKAGING AND	3,663.45		.00
19408		6/17/2013	13	FAMILY CHEVROLET	45.95		.00
19409		6/17/2013	21526	SAM'S CLUB DIRECT	60.01		.00
19410		6/17/2013	21527	SAMES MOTOR CO. INC.	63.89		.00
19411		6/17/2013	21653	SHERWIN-WILLIAMS CO.	908.34		.00
19412		6/17/2013	7044	SOUTH CENTRAL HARDWARE, INC.	469.85		.00
19413		6/17/2013	21581	TPASS	1,700.00		.00
19414		6/17/2013	18967	SYMBOLARTS	2,780.00		.00
19415		6/17/2013	22695	TEACHING STRATEGIES	17,252.30		.00
19416		6/17/2013	21646	TEXAS WATER UTILITIES ASSOC.	50.00		.00
19417		6/17/2013	16849	THE SPORTS CENTER	2,010.00		.00
19418		6/17/2013	16086	TIME WARNER CABLE	304.37		.00
19419		6/17/2013	16086	TIME WARNER CABLE	120.63		.00
19420		6/17/2013	16086	TIME WARNER CABLE	33.95		.00
19421		6/17/2013	16086	TIME WARNER CABLE	79.38		.00
19422		6/17/2013	16711	TORTILLAS SANTOS L.L.C.	56.00		.00
19423		6/17/2013	21743	WEBB COUNTY WATER UTILITY	219.07		.00

AL CHECKS/ACH FOR BANK ACCOUNT : 42 118,671.61 .00

TOTAL PAYMENTS: 118,671.61

**THE ABOVE CHECKS HAVE BEEN APPROVED  
 BY THE PROPER OFFICIALS AND  
 THE TREASURY DEPT. WILL RELEASE THEM.**

AL FOR ALL BANK ACCOUNTS : 42 118,671.61 .00

TOTAL PAYMENTS: 118,671.61

6/17/13  
 DATE   
 TREASURER

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT : NBC1 WC GenOper National Bank of Commerce							
239424		6/17/2013	2524	AAMA, INC.	6,571.00	.00	
239425		6/17/2013	13883	ACADEMY SPORTS & OUTDOORS	264.80	.00	
239426		6/17/2013	20800	AIRGAS USA, LLC	281.07	.00	
239427		6/17/2013	6407	ALENCO COMMUNICATIONS, INC.	592.44	.00	
239428		6/17/2013	20845	BARRERA, PATRICIA A.	679.92	.00	
239429		6/17/2013	24765	CANALES, BLANCA	2,004.24	.00	
239430		6/17/2013	23439	CANALES, PAUL	194.50	.00	
239431		6/17/2013	23239	CASTILLO, MONTEMAYOR	19,204.07	.00	
239432		6/17/2013	20929	CED CREDIT OFFICE	132.05	.00	
239433		6/17/2013	15863	CENTERPOINT ENERGY	214.54	.00	
239434		6/17/2013	12018	CINTAS CORPORATION #496	188.76	.00	
239435		6/17/2013	20937	CITY OF LAREDO	4,480.83	.00	
239436		6/17/2013	21777	CITY OF LAREDO UTILITIES	1,893.11	.00	
239437		6/17/2013	20949	CLARK HARDWARE, LTD	108.54	.00	
239438		6/17/2013	13848	CONSTABLE PCT.1	240.00	.00	
239439		6/17/2013	13866	CRITTER CARE VETERINARY CLINIC	178.50	.00	
239440		6/17/2013	23174	DISH	116.62	.00	
239441		6/17/2013	24091	EAN HOLDINGS, LLC	168.00	.00	
239442		6/17/2013	21001	ECOLAB	232.00	.00	
239443		6/17/2013	19227	ESPINOLA, RUBEN R.	220.00	.00	
239444		6/17/2013	21010	EXECUTIVE OFFICE SUPPLY	175.67	.00	
239445		6/17/2013	6188	EXQUISITA DISTRIBUTORS, L.P.	96.00	.00	
239446		6/17/2013	11918	FLOWERS BAKING CO.	646.73	.00	
239447		6/17/2013	2035	FRED PRYOR SEMINARS	447.00	.00	
239448		6/17/2013	24632	GARCIA, MARIA VIRGINIA	37.86	.00	
239449		6/17/2013	24572	GODINA, ELIZABETH	82.49	.00	
239450		6/17/2013	13148	GONZALEZ AUTO PARTS, INC.	359.98	.00	
239451		6/17/2013	25121	GONZALEZ, MARTHA	688.73	.00	
239452		6/17/2013	21102	GRAINGER	61.14	.00	
239453		6/17/2013	21142	HOLLOWAY'S BAKERY	10.00	.00	
239454		6/17/2013	23349	HOPE KIDNEY CLINIC	79.62	.00	
239455		6/17/2013	12499	INDOFF INCORPORATED	1,088.00	.00	
239456		6/17/2013	11115	INSCD DISTRIBUTING	1,160.00	.00	
239457		6/17/2013	21183	JOE JACKSON FUNERAL CHAPELS	1,000.00	.00	
239458		6/17/2013	10318	JOLOMNA, NORMA C.	75.15	.00	
239459		6/17/2013	20026	K2 TOWERS, LLC	790.00	.00	
239460		6/17/2013	6541	LAREDO EXAMINERS, INC.	2,950.00	.00	
239461		6/17/2013	419	L. I. S. D.	34.00	.00	
239462		6/17/2013	11209	LAREDO MEDICAL CENTER	3,537.34	.00	
239463		6/17/2013	8853	LOWE'S	390.37	.00	
239464		6/17/2013	10912	MARTINEZ PHARMACY	29.45	.00	
239465		6/17/2013	24968	MCDONALD, SHARON L. CSR	557.50	.00	
239466		6/17/2013	9734	MEDICAL IMAGING	6.68	.00	
239467		6/17/2013	10931	MORALES, ROBERTA	2,004.24	.00	
239468		6/17/2013	21376	NOVDA, MARY ETHEL	174.00	.00	
239469		6/17/2013	5824	O'REILLY AUTO PARTS	241.43	.00	
239470		6/17/2013	21381	OAK FARMS SAN ANTONIO	3,594.00	.00	
239471		6/17/2013	5552	PALOMO, REBECCA	3,218.11	.00	
239472		6/17/2013	21409	PATRIA INTERNATIONAL	1,711.26	.00	
239473		6/17/2013	7804	PENA, ALBERTO	452.57	.00	
239474		6/17/2013	25087	PERALES, LYNDA	651.98	.00	



WEBB COUNTY - LIVE  
DATE 6/17/13  
TIME 14:04:05

FINANCIAL MANAGEMENT

PAGE 2  
APO390  
TREMVA

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT . . . : NBC1 WC GenOper National Bank of Commerce							
239475		6/17/2013	19437	POWER CARWASH AND DETAIL INC.	504.00		.00
239476		6/17/2013	9205	RICOH USA, INC.	24.78		.00
239477		6/17/2013	14283	RODRIGUEZ, ROLANDO X. MD	475.00		.00
239478		6/17/2013	2062	RUIZ, LUCILA	98.31		.00
239479		6/17/2013	18932	RZ COMMUNICATIONS	1,467.00		.00
239480		6/17/2013	21526	SAM'S CLUB DIRECT	1,181.16		.00
239481		6/17/2013	21527	SAMES MOTOR CO. INC.	77.02		.00
239482		6/17/2013	21531	SANCHEZ, HOMERD R. M. D.	9,000.00		.00
239483		6/17/2013	25085	SANCHEZ, YESSENIA	481.95		.00
239484		6/17/2013	25122	SCHROEDER, BETTY LOU, PH. D.	600.00		.00
239485		6/17/2013	21653	SHERWIN-WILLIAMS CO.	386.40		.00
239486		6/17/2013	9568	RAYAN, PA	281.06		.00
239487		6/17/2013	18634	STAPLES ADVANTAGE, DEPT DAL	79.99		.00
239488		6/17/2013	4231	TEXAS WILDLIFE DAMAGE	5,400.00		.00
239489		6/17/2013	16086	TIME WARNER CABLE	86.63		.00
239490		6/17/2013	16086	TIME WARNER CABLE	110.58		.00
239491		6/17/2013	22393	TOSHIBA BUSINESS SOLUTIONS,USA	455.75		.00
239492		6/17/2013	22393	TOSHIBA BUSINESS SOLUTIONS,USA	385.26		.00
239493		6/17/2013	22393	TOSHIBA BUSINESS SOLUTIONS,USA	870.58		.00
239494		6/17/2013	22117	TOSHIBA FINANCIAL SERVICES	568.45		.00
239495		6/17/2013	23661	GREATAMERICA FINANCIAL SVCS.	561.31		.00
239496		6/17/2013	18968	TOTEM	8,332.00		.00
239497		6/17/2013	10013	U S POSTAL SERVICE	499.56		.00
239498		6/17/2013	10013	U. S. POSTAL SERVICE	184.00		.00
239499		6/17/2013	544	USA BLUE BOOK	423.68		.00
239500		6/17/2013	24843	VILLARREAL, MINERVA	2,004.24		.00
239501		6/17/2013	23729	VILLEGAS MEDICAL GROUP	162.31		.00
239502		6/17/2013	21849	WEBB COUNTY APPRAISAL DISTRICT	186,995.25		.00
239503		6/17/2013	21743	WEBB COUNTY WATER UTILITY	29.29		.00
239504		6/17/2013	21753	XEROX CORPORATION	287.55		.00
TOTAL CHECKS/ACH FOR BANK ACCOUNT . . . : 81					286,329.40		.00
					TOTAL PAYMENTS:		286,329.40
TOTAL FOR ALL BANK ACCOUNTS . . . . . : 81					286,329.40		.00
					TOTAL PAYMENTS:		286,329.40

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/17/13  
DATE   
TREASURER

WEBB COUNTY - LIVE  
 DATE 6/17/13  
 TIME 15:51:15

FINANCIAL MANAGEMENT  
 SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT . . . : NBC1 WC GenOper				National Bank of Commerce			
239505		6/17/2013	12436	ANGUIANO, RICHARD MD	26.20		.00
239506		6/17/2013	11961	CHESS MEDICAL GROUP, LLP	461.80		.00
239507		6/17/2013	9472	CIGARRDA, CARLOS G MD	143.28		.00
239508		6/17/2013	4234	ESPINOZA, CARLOS A MD	112.89		.00
239509		6/17/2013	9625	GARZA, CARLOS MD	22.14		.00
239510		6/17/2013	23349	HOPE KIDNEY CLINIC	237.32		.00
239511		6/17/2013	11929	LABORATORY MEDICINE SERVICES	14.17		.00
239512		6/17/2013	8815	LAREDO CARDIOVASCULAR	1,464.62		.00
239513		6/17/2013	8593	LAREDO DIAGNOSTIC IMAGING	17.12		.00
239514		6/17/2013	1537	LAREDO DOWNTOWN PHARMACY	160.18		.00
239515		6/17/2013	9787	LAREDO PATHOLOGY SERVICES	176.43		.00
239516		6/17/2013	13734	LAZOFSON, KENNETH A MD PA	56.40		.00
239517		6/17/2013	12272	MED CENTER PHARMACY	282.13		.00
239518		6/17/2013	9734	MEDICAL IMAGING	573.61		.00
239519		6/17/2013	6293	MIRANDA, EDUARDO MD	66.54		.00
239520		6/17/2013	19906	D & G - WHCA, P.A.	446.35		.00
239521		6/17/2013	9834	SLOMAN-MOLL ERIK MD	697.78		.00
239522		6/17/2013	20473	SOUTH TEXAS BARIATRIC AND	98.98		.00
239523		6/17/2013	18988	SOUTH TEXAS FOOT & ANKLE	136.60		.00
239524		6/17/2013	21522	SAGUARD ANESTHESIA ASSOC. P.A.	71.93		.00
239525		6/17/2013	20244	TIMBERLAND MEDICAL GROUP	188.01		.00
239526		6/17/2013	14511	VALLS, PATRICK L MD PA	22.45		.00
239527		6/17/2013	21713	VELA, JORGE MD	95.96		.00
TOTAL CHECKS/ACH FOR BANK ACCOUNT . . . : 23					5,572.89		.00
					TOTAL PAYMENTS:		5,572.89
TOTAL FOR ALL BANK ACCOUNTS . . . . . : 23					5,572.89		.00
					TOTAL PAYMENTS:		5,572.89

THE ABOVE CHECKS HAVE BEEN APPROVED  
 BY THE PROPER OFFICIALS AND  
 THE TREASURY DEPT. WILL RELEASE THEM.

6/17/13  
 DATE

*[Signature]*  
 TREASURER

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE	
BANK ACCOUNT : NBC1 WC GenOper National Bank of Commerce								
239544		6/18/2013	3269	A CLEAN PORTOCO	171.99		.00	
239545		6/18/2013	16045	AMERICAN RED CROSS	216.00		.00	
239546		6/18/2013	9630	ANDY'S AUTO & BUS AIR, INC	316.30		.00	
239547		6/18/2013	5101	BEN E. KEITH FOODS COMPANY	17,668.07		.00	
239548		6/18/2013	10828	BRUNI RURAL WATER SUPPLY	53.04		.00	
239549		6/18/2013	25022	CASTILLO, PRISCILLA	28.00		.00	
239550		6/18/2013	7411	CDW GOVERNMENT	186.35		.00	
239551		6/18/2013	15863	CENTERPOINT ENERGY	22.97		.00	
239552		6/18/2013	9471	CHAN, JOHOL D.O. P.A.	268.13		.00	
239553		6/18/2013	20937	CITY OF LAREDO	85.50		.00	
239554		6/18/2013	21777	CITY OF LAREDO UTILITIES	687.57		.00	
239555		6/18/2013	11423	COMMUNITY SUPERVISION &	940.00		.00	
239556		6/18/2013	23508	ESCAMILLA, GINGER	104.50		.00	
239557		6/18/2013	21010	EXECUTIVE OFFICE SUPPLY	78.49		.00	
239558		6/18/2013	25071	FASTSERV SUPPLY	128.10		.00	
239559		6/18/2013	2038	FAZ, AMPARO	276.29		.00	
239560		6/18/2013	545	GARZA-GONGORA, ARTURO M. D.	330.00		.00	
239561		6/18/2013	17189	GARZA, ADRIANA P.	184.50		.00	
239562		6/18/2013	14339	GARZA, MARTHA	121.00		.00	
239563		6/18/2013	24392	GRANGER, GLORIA	16.50		.00	
239564		6/18/2013	2411	HERNANDEZ, MARIA ELENA	97.17		.00	
239565		6/18/2013	21172	J. R. MARTINEZ AUTO SOUTH, INC.	2,037.54		.00	
239566		6/18/2013	485	LABORATORY CORPORATION OF	19.93		.00	
239567		6/18/2013	14512	LAREDO EMERGENCY MEDICAL ASSOC	279.13		.00	
239568		6/18/2013	11209	LAREDO MEDICAL CENTER	514.59		.00	
239569		6/18/2013	21240	LAREDO SPRING WATER	124.70		.00	
239570		6/18/2013	9359	LOPEZ, GRISELDA	182.49		.00	
239571		6/18/2013	14575	MALDONADO, MARTIN	243.00		.00	
239572		6/18/2013	21320	MENDES PRINTING COMPANY	178.00		.00	
239573		6/18/2013	24947	NEVAREZ, MANUEL	400.00		.00	
239574		6/18/2013	21381	OAK FARMS SAN ANTONIO	1,742.55		.00	
239575		6/18/2013	4151	PEDRAZA, DIANA	140.50		.00	
239576		6/18/2013	11589	RELIANT DEPT. 0954	381.97		.00	
239577		6/18/2013	9284	RELIANT ENERGY DEPT 0954	101,065.14		.00	
239578		6/18/2013	11923	RELIANT ENERGY DEPT 0954	5,395.95		.00	
239579		6/18/2013	9205	RICOH USA, INC.	735.49		.00	
239580		6/18/2013	21527	SAMES MOTOR CO. INC.	293.85		.00	
239581		6/18/2013	9568	RAYAN, PA	627.93		.00	
239582		6/18/2013	23145	SOUTHWEST KEY PROGRAMS	20,573.58		.00	
239583		6/18/2013	25124	STEELE, GENE L.	330.00		.00	
239584		6/18/2013	16086	TIME WARNER CABLE	112.23		.00	
239585		6/18/2013	16711	TORTILLAS SANTOS L.L.C.	56.00		.00	
239586		6/18/2013	22393	TOSHIBA BUSINESS SOLUTIONS.USA	88.22		.00	
239587		6/18/2013	22133	UPS	73.47		.00	
239588		6/18/2013	21743	WEBB COUNTY WATER UTILITY	252.36		.00	
TOTAL CHECKS/ACH FOR BANK ACCOUNT :					45	157,829.11		.00

TOTAL PAYMENTS:

157,829.11

DATE 6/18/13  
TIME 16:39:41

SUMMARY PAYMENT REGISTER

AP0390  
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CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT . . . : NBC1 WC GenOper							
National Bank of Commerce							
TOTAL FOR ALL BANK ACCOUNTS . . . . .					45	157,829.11	.00
TOTAL PAYMENTS:						157,829.11	

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/19/13  
DATE

*[Signature]*  
TREASURER

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT : NBC1 WC GenDper National Bank of Commerce							
239601		6/19/2013	20786	A TO Z TIRE	618.15		.00
239602		6/19/2013	16657	ALCANTAR, ANA LAURA CSR,RPR	1,236.55		.00
239603		6/19/2013	5101	BEN E. KEITH FOODS COMPANY	450.12		.00
239604		6/19/2013	22884	BORDER AUTO GLASS	230.00		.00
239605		6/19/2013	23437	CANALES, PAUL	194.50		.00
239606		6/19/2013	7411	CDW GOVERNMENT	80.61		.00
239607		6/19/2013	12018	CINTAS CORPORATION #496	195.21		.00
239608		6/19/2013	21777	CITY OF LAREDO UTILITIES	107.08		.00
239609		6/19/2013	20949	CLARK HARDWARE, LTD	129.36		.00
239610		6/19/2013	20983	DELL MARKETING LP	429.68		.00
239611		6/19/2013	20094	DON PABLO'S RESTAURANT	67.49		.00
239612		6/19/2013	21010	EXECUTIVE OFFICE SUPPLY	1,899.75		.00
239613		6/19/2013	21160	LAREDO SALAD BAR	330.00		.00
239614		6/19/2013	13148	GONZALEZ AUTO PARTS, INC.	493.30		.00
239615		6/19/2013	24938	ID SECURITY ONLINE.COM LLC	1,073.00		.00
239616		6/19/2013	21172	J.R. MARTINEZ AUTO SOUTH, INC.	1,282.44		.00
239617		6/19/2013	465	J.W. DIELMANN, INC.	2,853.00		.00
239618		6/19/2013	2191	JAMES PUBLISHING INCORPORATED	77.94		.00
239619		6/19/2013	23205	LAREDO HIGH TECH AUTO SERVICE	14.50		.00
239620		6/19/2013	21240	LAREDO SPRING WATER	201.43		.00
239621		6/19/2013	21240	LAREDO SPRING WATER	100.39		.00
239622		6/19/2013	7144	LAREDO VETERANS COALITION	3,557.66		.00
239623		6/19/2013	23437	LOPEZ TRANSMISSIONS	1,295.00		.00
239624		6/19/2013	21318	MEDINA ELECTRIC	242.49		.00
239625		6/19/2013	4594	MENDOZA, VICENTE	1,992.05		.00
239626		6/19/2013	17103	NADCP	650.00		.00
239627		6/19/2013	9172	NEXTEL COMMUNICATIONS	247.90		.00
239628		6/19/2013	22382	NUECES COUNTY	5,733.30		.00
239629		6/19/2013	21409	PATRIA INTERNATIONAL	885.00		.00
239630		6/19/2013	18734	PENA, DAVID	18.08		.00
239631		6/19/2013	7196	PHILPOTT MOTORS, LTD.	141,193.00		.00
239632		6/19/2013	25101	PRAXAIR DISTRIBUTION INC.	319.50		.00
239633		6/19/2013	21471	RADIO SHACK CORPORATION	24.99		.00
239634		6/19/2013	22690	RECOVERY HEALTHCARE CORP.	1,237.50		.00
239635		6/19/2013	9284	RELIANT ENERGY DEPT 0954	13,136.19		.00
239636		6/19/2013	21493	RODRIGUEZ JR., RODOLFO	226.43		.00
239637		6/19/2013	21527	SAMES MOTOR CO. INC.	1,081.06		.00
239638		6/19/2013	21653	SHERWIN-WILLIAMS CO.	190.09		.00
239639		6/19/2013	214	TEXAS ASSOCIATION OF ASSESSING	410.00		.00
239640		6/19/2013	3412	TEXAS CONFERENCE OF	8,507.00		.00
239641		6/19/2013	4321	THOMSON REUTERS	285.24		.00
239642		6/19/2013	16086	TIME WARNER CABLE	105.50		.00
239643		6/19/2013	16086	TIME WARNER CABLE	250.55		.00
239644		6/19/2013	22393	TOSHIBA BUSINESS SOLUTIONS, USA	171.28		.00
239645		6/19/2013	22393	TOSHIBA BUSINESS SOLUTIONS, USA	38.03		.00
239646		6/19/2013	22117	TOSHIBA FINANCIAL SERVICES	119.01		.00
239647		6/19/2013	22117	TOSHIBA FINANCIAL SERVICES	1,064.99		.00
239648		6/19/2013	23661	GREATAMERICA FINANCIAL SVCS.	1,031.88		.00
239649		6/19/2013	23661	GREATAMERICA FINANCIAL SVCS.	625.34		.00
239650		6/19/2013	22133	UPS	105.69		.00
239651		6/19/2013	12206	VERIZON WIRELESS	37.99		.00

WEBB COUNTY - LIVE  
DATE 6/19/13  
TIME 14:46:56

FINANCIAL MANAGEMENT

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
=====							
BANK ACCOUNT . . . : NBC1 WC GenOper                      National Bank of Commerce							
239652		6/19/2013	21753	XEROX CORPORATION	189.52	.00	
TOTAL CHECKS/ACH FOR BANK ACCOUNT . . . : 52					197,040.76	.00	
					TOTAL PAYMENTS:		197,040.76
=====							
TOTAL FOR ALL BANK ACCOUNTS . . . . . : 52					197,040.76	.00	
					TOTAL PAYMENTS:		197,040.76

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/19/13      *[Signature]*  
DATE              TREASURER

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT : NBC1 WC GenOper National Bank of Commerce							
239714		6/20/2013	1476	A & E OFFICE PRODUCTS	40.00		.00
239715		6/20/2013	2752	AMISTAD ARMY STORE	789.22		.00
239716		6/20/2013	22711	ANGEL CARE AMBULANCE SERVICE	47,000.00		.00
239717		6/20/2013	20829	ARCE, JOSE L.	650.00		.00
239718		6/20/2013	24925	ARRELLANO, NORMA	589.43		.00
239719		6/20/2013	25084	AYALA, CELIA	303.94		.00
239720		6/20/2013	5101	BEN E. KEITH FOODS COMPANY	8,689.96		.00
239721		6/20/2013	15840	BIG BOB'S TROPHIES PLUS	244.47		.00
239722		6/20/2013	17285	CANTU, ABUNDIO RENE	500.00		.00
239723		6/20/2013	5692	CASA GUERO LLC	34.75		.00
239724		6/20/2013	19247	CASAREZ JR., JOSE L.	1,194.40		.00
239725		6/20/2013	25049	CASTILLO, FRANCISCO	151.55		.00
239726		6/20/2013	20929	CED CREDIT OFFICE	89.00		.00
239727		6/20/2013	12018	CINTAS CORPORATION #496	195.21		.00
239728		6/20/2013	21777	CITY OF LAREDO UTILITIES	623.42		.00
239729		6/20/2013	9368	CORRECTIONS SOFTWARE	3,980.00		.00
239730		6/20/2013	5207	CRUZ, IRMA	37.86		.00
239731		6/20/2013	20983	DELL MARKETING LP	10,478.48		.00
239732		6/20/2013	13640	DRUKER LAW FIRM, PLLC	500.00		.00
239733		6/20/2013	21010	EXECUTIVE OFFICE SUPPLY	2,006.25		.00
239734		6/20/2013	3782	FLORES, MELISSA	484.70		.00
239735		6/20/2013	11918	FLOWERS BAKING CO.	113.52		.00
239736		6/20/2013	21909	FOURTH COURT OF APPEALS	1,210.32		.00
239737		6/20/2013	25041	FRESH BABY LLC	155.48		.00
239738		6/20/2013	24632	GARCIA, MARIA VIRGINIA	25.43		.00
239739		6/20/2013	11010	GAYTAN, MARIA	25.43		.00
239740		6/20/2013	3128	GONZALEZ, MARY J.	528.00		.00
239741		6/20/2013	21097	GONZALEZ, RICHARD JAVIER	550.00		.00
239742		6/20/2013	21102	GRAINGER	176.34		.00
239743		6/20/2013	25132	GREGDRY SMART START	65.00		.00
239744		6/20/2013	25126	GUZMAN, VIOLETA	227.41		.00
239745		6/20/2013	19854	GINNY SHIELY HENDERSON CSR	324.00		.00
239746		6/20/2013	4517	HERNANDEZ & CASTILLO, P.C.	100.00		.00
239747		6/20/2013	21179	JESSE MARTINEZ DEL NORTE	306.95		.00
239748		6/20/2013	13942	KIRKPATRICK GUNS & AMMO	580.00		.00
239749		6/20/2013	19488	LARA, ANA MARIA	437.14		.00
239750		6/20/2013	23205	LAREDO HIGH TECH AUTO SERVICE	29.00		.00
239751		6/20/2013	13804	LAREDO MACHINE SHOP	1,896.00		.00
239752		6/20/2013	21234	LAREDO MORNING TIMES	354.50		.00
239753		6/20/2013	23437	LOPEZ TRANSMISSIONS	893.00		.00
239754		6/20/2013	8853	LOWE'S	3,673.03		.00
239755		6/20/2013	10425	MADRID, MARIA GUADALUPE	20.91		.00
239756		6/20/2013	21320	MENDES PRINTING COMPANY	837.00		.00
239757		6/20/2013	21346	MORALES, ALVINO "BEN"	1,921.20		.00
239758		6/20/2013	20372	MORALES, ERICA	328.40		.00
239759		6/20/2013	12557	NARDIS PUBLIC SAFETY	474.37		.00
239760		6/20/2013	21381	OAK FARMS SAN ANTONIO	1,780.15		.00
239761		6/20/2013	24144	ORKIN PEST CONTROL LLC	947.00		.00
239762		6/20/2013	21409	PATRIA INTERNATIONAL	1,835.35		.00
239763		6/20/2013	21428	PENA SR., OSCAR J.	862.50		.00
239764		6/20/2013	9059	PENA, JUANITA	131.08		.00

*Void of Review*

WEBB COUNTY - LIVE  
DATE 6/20/13  
TIME 13:52:10

FINANCIAL MANAGEMENT

PAGE 2  
APO390  
TREMVA

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT . . . : NBC1 WC GenOper National Bank of Commerce							
239765		6/20/2013	19437	POWER CARWASH AND DETAIL INC.	36.00		.00
239766		6/20/2013	25086	RAMIREZ, SONIA	225.30		.00
239767		6/20/2013	8732	REYES, MARIO	894.40		.00
239768		6/20/2013	9205	RICOH USA, INC.	200.00		.00
239769		6/20/2013	22463	RIO GRANDE INTERNATIONAL	600.00		.00
239770		6/20/2013	22463	RIO GRANDE INTERNATIONAL	3,409.35		.00
239771		6/20/2013	9796	RODRIGUEZ, NORA	53.11		.00
239772		6/20/2013	11540	RUBIO, CLAUDIA	7.91		.00
239773		6/20/2013	9549	RUSH TRUCK CENTER	440.73		.00
239774		6/20/2013	21526	SAM'S CLUB DIRECT	391.59		.00
239775		6/20/2013	21527	SAMES MOTOR CO. INC.	89.95		.00
239776		6/20/2013	7763	SCOTT MERRIMAN INCORPORATED	170.00		.00
239777		6/20/2013	16839	SIRCHIE FINGERPRINT	195.65		.00
239778		6/20/2013	8321	SOUTHERN COMPUTER WAREHOUSE	595.42		.00
239779		6/20/2013	18634	STAPLES ADVANTAGE, DEPT DAL	136.14		.00
239780		6/20/2013	21580	STATE BAR OF TEXAS-CLE	620.00		.00
239781		6/20/2013	16919	STENOGRAPH L. L. C.	599.00		.00
239782		6/20/2013	21630	TEXAS COUNTY & DISTRICT	450.00		.00
239783		6/20/2013	1864	TEXAS DEPARTMENT OF FAMILY	376.00		.00
239784		6/20/2013	1864	DEPARTMENT OF FAMILY AND	98.00		.00
239785		6/20/2013	5237	TEXAS STATE UNIV. /SAN MARCOS	300.00		.00
239786		6/20/2013	13773	THE GARCIA FIRM, P. L. L. C.	1,250.00		.00
239787		6/20/2013	16711	TORTILLAS SANTOS L. L. C.	247.80		.00
239788		6/20/2013	10431	VARELA, NILDA C	131.08		.00
239789		6/20/2013	24074	VIDAURRI, MELINDA GALVAN	484.70		.00
239790		6/20/2013	24843	VILLARREAL, MINERVA	589.43		.00
239791		6/20/2013	25127	ZURICH AMERICAN INSURANCE	189.52		.00
TOTAL CHECKS/ACH FOR BANK ACCOUNT . . . : 78					112,172.23		.00
					TOTAL PAYMENTS:		112,172.23
TOTAL FOR ALL BANK ACCOUNTS . . . . . : 78					112,172.23		.00
					TOTAL PAYMENTS:		112,172.23

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/29/13   
DATE TREASURER



SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT . . . : NBC1 WC GenOper National Bank of Commerce							
239653		6/20/2013	20786	A TO Z TIRE	2,489.60		.00
239654		6/20/2013	1999	ASASH TERMITE & PEST CONTROL	625.00		.00
239655		6/20/2013	21778	AT&T MOBILITY	518.01		.00
239656		6/20/2013	8810	B&H PHOTO-VIDEO	745.96		.00
239657		6/20/2013	22459	BERT OGDEN MOTORS, INC.	4,371.77		.00
239658		6/20/2013	15840	BIG BOB'S TROPHIES PLUS	113.80		.00
239659		6/20/2013	20875	BOB BARKER COMPANY, INC	1,488.40		.00
239660		6/20/2013	5916	BOHLS BEARING & POWER	221.07		.00
239661		6/20/2013	10828	BRUNI RURAL WATER SUPPLY	57.25		.00
239662		6/20/2013	7411	CDW GOVERNMENT	106.40		.00
239663		6/20/2013	20929	CED CREDIT OFFICE	251.77		.00
239664		6/20/2013	15863	CENTERPOINT ENERGY	52.07		.00
239665		6/20/2013	21777	CITY OF LAREDO UTILITIES	717.33		.00
239666		6/20/2013	20949	CLARK HARDWARE, LTD	165.95		.00
239667		6/20/2013	7301	DE LEON, JUANITA	20.91		.00
239668		6/20/2013	20983	DELL MARKETING LP	1,871.60		.00
239669		6/20/2013	21010	EXECUTIVE OFFICE SUPPLY	2,648.98		.00
239670		6/20/2013	11918	FLOWERS BAKING CO.	41.28		.00
239671		6/20/2013	22069	GATEWAY UNIFORM SERVICE INC.	142.95		.00
239672		6/20/2013	25130	GONZALEZ, MARIA H.	465.00		.00
239673		6/20/2013	10318	JOLOMNA, NORMA C.	15.82		.00
239674		6/20/2013	21220	LAREDO COMMUNITY COLLEGE	694.50		.00
239675		6/20/2013	21220	LAREDO COMMUNITY COLLEGE	690.00		.00
239676		6/20/2013	21234	LAREDO MORNING TIMES	1,133.10		.00
239677		6/20/2013	21240	LAREDO SPRING WATER	92.11		.00
239678		6/20/2013	25129	LOPEZ, CLEMENTINA	100.00		.00
239679		6/20/2013	25131	LOPEZ, JULIE	810.00		.00
239680		6/20/2013	8853	LOWE'S	1,512.27		.00
239681		6/20/2013	24662	MARSHALL'S BUSINESS RECORDS	972.60		.00
239682		6/20/2013	12323	MENDOZA, LETICIA	84.75		.00
239683		6/20/2013	24764	MENDOZA, MARISSA	23.73		.00
239684		6/20/2013	12557	NARDIS PUBLIC SAFETY	455.00		.00
239685		6/20/2013	9539	NEVILL FINANCIAL LEASING	77.13		.00
239686		6/20/2013	5172	OFFICE DEPOT	79.99		.00
239687		6/20/2013	24144	ORKIN PEST CONTROL LLC	585.00		.00
239688		6/20/2013	21409	PATRIA INTERNATIONAL	1,416.10		.00
239689		6/20/2013	21442	PERSON, WHITWORTH, BORCHERS &	2,843.75		.00
239690		6/20/2013	967	POLLUTION CONTROL SERVICES	822.44		.00
239691		6/20/2013	19437	POWER CARWASH AND DETAIL INC.	315.00		.00
239692		6/20/2013	21476	RAMIREZ TIRE	252.97		.00
239693		6/20/2013	11366	RAMIREZ, TERESITA	44.08		.00
239694		6/20/2013	9284	RELIANT ENERGY DEPT 0954	10,717.73		.00
239695		6/20/2013	22463	RIO GRANDE INTERNATIONAL	240.00		.00
239696		6/20/2013	22463	RIO GRANDE INTERNATIONAL	260.55		.00
239697		6/20/2013	22463	RIO GRANDE INTERNATIONAL	480.00		.00
239698		6/20/2013	21976	ROLANDO L. RIOS &	4,909.00		.00
239699		6/20/2013	21493	RODRIGUEZ JR., RODOLFO	240.57		.00
239700		6/20/2013	7163	RUIZ, ANGELICA	50.00		.00
239701		6/20/2013	10646	SALINAS, GLORIA M.	65.55		.00
239702		6/20/2013	21527	SAMES MOTOR CO. INC.	278.76		.00
239703		6/20/2013	4540	SENDERO SOUTH COMPANY	5,000.00		.00

WEBB COUNTY - LIVE  
DATE 6/20/13  
TIME 13:31:17

FINANCIAL MANAGEMENT

PAGE 2  
APO390  
TREMVA

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT . . . : NBC1 WC GenOper					National Bank of Commerce		
239704		6/20/2013	2540	TAMEZ, MARIA A	32.77		.00
239705		6/20/2013	1864	TEXAS DEPARTMENT OF FAMILY	216.00		.00
239706		6/20/2013	22116	TGCCPA	370.00		.00
239707		6/20/2013	21646	TEXAS WATER UTILITIES ASSOC.	720.00		.00
239708		6/20/2013	4284	TEXCHEM CORPORATION	125.00		.00
239709		6/20/2013	16711	TORTILLAS SANTOS L. L. C.	33.60		.00
239710		6/20/2013	22393	TOSHIBA BUSINESS SOLUTIONS, USA	448.84		.00
239711		6/20/2013	21724	WAL-MART	300.00		.00
239712		6/20/2013	12569	ZAPATA COUNTY JAIL	12,640.00		.00
239713		6/20/2013	9012	ZERTUCHE CONSTRUCTION L. L. C.	17,940.17		.00
TOTAL CHECKS/ACH FOR BANK ACCOUNT . . . : 61					85,403.98		.00
					TOTAL PAYMENTS:		85,403.98
TOTAL FOR ALL BANK ACCOUNTS . . . . . : 61					85,403.98		.00
					TOTAL PAYMENTS:		85,403.98

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/20/13  
DATE:   
TREASURER

WEBB COUNTY - LIVE  
 DATE 6/21/13  
 TIME 8:44:13

FINANCIAL MANAGEMENT

PAGE 1  
 APO390  
 TREMVA

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT . . . : NBC1 WC GenOper National Bank of Commerce							
239796		6/21/2013	20879	BORDER AREA NUTRITION	8,250.00		.00
239797		6/21/2013	7678	BORDER REGION MHMR COMM. CENTER	17,500.00		.00
239798		6/21/2013	24341	CALTON SELF STORAGE	70.00		.00
239799		6/21/2013	286	CHILDREN'S ADVOCACY CENTER	16,250.00		.00
239800		6/21/2013	20937	CITY OF LAREDO	2,354.17		.00
239801		6/21/2013	11237	FIRST CHRISTIAN CHURCH	500.00		.00
239802		6/21/2013	545	GARZA-GONGORA, ARTURO MD	13,901.51		.00
239803		6/21/2013	21073	GATEWAY COMMUNITY HEALTH	33,750.00		.00
239804		6/21/2013	19826	GONZALEZ, GRACIELA	7,500.00		.00
239805		6/21/2013	24965	GONZALEZ, MOISES	3,500.00		.00
239806		6/21/2013	12273	HORNEDO, CARLOS N MD	2,966.67		.00
239807		6/21/2013	21222	LAREDO DEVELOPMENT FOUNDATION	10,000.00		.00
239808		6/21/2013	5968	LAREDO REAL FOODS, INC.	3,000.00		.00
239809		6/21/2013	12033	MERCY MINISTRIES OF LAREDO	37,500.00		.00
239810		6/21/2013	23983	MOUSE PROPERTIES HOLDINGS LTD	8,460.76		.00
239811		6/21/2013	21515	RUTHE B COWL	20,000.00		.00
239812		6/21/2013	14711	SAINT JOSEPH ORAL &	3,500.00		.00
239813		6/21/2013	11591	KIDS CAFE	7,500.00		.00
239814		6/21/2013	17698	SOUTHERN GOLF PROPERTIES	8,000.00		.00
239815		6/21/2013	8694	TEXAS MIGRANT COUNCIL LAREDO	16,250.00		.00
239816		6/21/2013	11706	WEST DRIVE BUSINESS CENTER	3,800.00		.00
239817		6/21/2013	24953	1994 PROPERTIES, JOINT VENTURE	6,000.00		.00
TOTAL CHECKS/ACH FOR BANK ACCOUNT . . . :					22	230,553.11	.00
					TOTAL PAYMENTS:		230,553.11
TOTAL FOR ALL BANK ACCOUNTS . . . . . :					22	230,553.11	.00
					TOTAL PAYMENTS:		230,553.11

THE ABOVE CHECKS HAVE BEEN APPROVED  
 BY THE PROPER OFFICIALS AND  
 THE TREASURY DEPT. WILL RELEASE THEM.

6/21/13  
 DATE

*[Signature]*  
 TREASURER

SUMMARY PAYMENT REGISTER

CHK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
IK ACCOUNT	NBC1	WC	GenOper	National Bank of Commerce			
9818		6/21/2013	20786	A TO Z TIRE	86.58	.00	
9819		6/21/2013	24070	AGUILAR, LUCIA	405.00	.00	
9820		6/21/2013	20793	JESUS ARELLANO	1,150.00	.00	
9821		6/21/2013	25134	ARREDONDO, MARIO GUADALUPE	300.00	.00	
9822		6/21/2013	20856	BENAVIDES, LAURO	400.00	.00	
9823		6/21/2013	20879	BORDER AREA NUTRITION	16,500.00	.00	
9824		6/21/2013	10230	CADENA, NANCY	248.37	.00	
9825		6/21/2013	14546	CALDWELL COUNTRY CHEVROLET	244,908.00	.00	
9826		6/21/2013	23739	CAMT REGISTRATION	205.00	.00	
9827		6/21/2013	17285	CANTU, ABUNDIO RENE	500.00	.00	
9828		6/21/2013	15863	CENTERPOINT ENERGY	81.54	.00	
9829		6/21/2013	21777	CITY OF LAREDO UTILITIES	93.29	.00	
9830		6/21/2013	25135	DE LEON, PRISCILLA	830.00	.00	
9831		6/21/2013	18658	DIRECTV	1,139.88	.00	
9832		6/21/2013	1877	EL PUENTE COUNSELING CENTER	57.00	.00	
9833		6/21/2013	23434	ERGO ASPHALT & EMULSIONS INC.	4,744.93	.00	
9834		6/21/2013	22085	ESTRADA, ROSA MARIA	50.00	.00	
9835		6/21/2013	24946	FAHARA, ALBA L.	525.00	.00	
9836		6/21/2013	4435	FLORES, LEO	95.40	.00	
9837		6/21/2013	269	GARZA, JESUS	134.00	.00	
9838		6/21/2013	24163	GE CAPITAL	988.26	.00	
9839		6/21/2013	40	GONZALES, GEORGE L.	710.79	.00	
9840		6/21/2013	21097	GONZALEZ, RICHARD JAVIER	250.00	.00	
9841		6/21/2013	25132	GREGORY SMART START	65.00	.00	
9842		6/21/2013	20217	GUERRA, MARIA	202.81	.00	
9843		6/21/2013	25126	GUZMAN, VIOLETA	227.41	.00	
9844		6/21/2013	19854	GINNY SHIELY HENDERSON CSR	324.00	.00	
9845		6/21/2013	4517	HERNANDEZ & CASTILLO, P. C.	100.00	.00	
9846		6/21/2013	2411	HERNANDEZ, MARIA ELENA	139.57	.00	
9847		6/21/2013	21179	JESSE MARTINEZ DEL NORTE	306.95	.00	
9848		6/21/2013	13942	KIRKPATRICK GUNS & AMMO	580.00	.00	
9849		6/21/2013	2317	LAREDO ALARM SYSTEMS, INC.	145.00	.00	
9850		6/21/2013	21240	LAREDO SPRING WATER	28.75	.00	
9851		6/21/2013	24637	LOS ANGELES CATTLE COMPANY	1,833.27	.00	
9852		6/21/2013	24212	MIRELES, MARIA D	720.00	.00	
9853		6/21/2013	20372	MORALES, ERICA	549.77	.00	
9854		6/21/2013	25137	MORIN, MELINDA	50.00	.00	
9855		6/21/2013	17103	NADCP	650.00	.00	
9856		6/21/2013	9539	NEVILL DOCUMENT SOLUTIONS	8.50	.00	
9857		6/21/2013	12180	NEWBART PRODUCTS, INC.	229.25	.00	
9858		6/21/2013	25136	ORTIZ, MARTINA	52.00	.00	
9859		6/21/2013	21409	PATRIA INTERNATIONAL	760.01	.00	
9860		6/21/2013	10862	PENA, RAFAEL	15.00	.00	
9861		6/21/2013	8816	PENALOZA, NORA PRADO	40.00	.00	
9862		6/21/2013	21432	PERALES, DELIA	298.09	.00	
9863		6/21/2013	24635	POLARIS SALES INC.	30,497.33	.00	
9864		6/21/2013	10796	CCH, A WOLTERS KLUWER BUSINESS	1,519.50	.00	
9865		6/21/2013	14329	R. C. FOOD SERVICE &	230.27	.00	
9866		6/21/2013	11923	RELIANT ENERGY DEPT 0954	299.54	.00	
9867		6/21/2013	22572	ROCHESTER ARMORED CAR CO., INC.	156.88	.00	
9868		6/21/2013	14283	RODRIGUEZ, ROLANDO X. MD	475.00	.00	

IB COUNTY - LIVE  
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IE 14:05:41

FINANCIAL MANAGEMENT

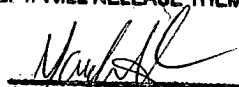
PAGE 2  
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TREMVA

SUMMARY PAYMENT REGISTER

CHK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
WK ACCOUNT	:	NBC1	WC	GenOper	National Bank of Commerce		
19869		6/21/2013	21512	RPM PARTS & SMALL ENGINES INC	65.94	.00	
19870		6/21/2013	2062	RUIZ, LUCILA	40.12	.00	
19871		6/21/2013	21526	SAM'S CLUB DIRECT	864.16	.00	
19872		6/21/2013	21528	SANCHEZ JR., FERNANDO A	1,800.00	.00	
19873		6/21/2013	17698	SOUTHERN GOLF PROPERTIES	1,879.94	.00	
19874		6/21/2013	21579	STANDARD COFFEE SERVICE	68.81	.00	
19875		6/21/2013	18634	STAPLES ADVANTAGE, DEPT DAL	519.38	.00	
19876		6/21/2013	21615	TEXAS ASSOCIATION OF COUNTIES	236,063.95	.00	
19877		6/21/2013	23925	TANGENT COMPUTER	4,990.00	.00	
19878		6/21/2013	8694	TMC	17,621.80	.00	
19879		6/21/2013	19205	TCPA	60.00	.00	
19880		6/21/2013	5527	TEXAS WILDLIFE ASSOCIATION	50.00	.00	
19881		6/21/2013	9018	TEXAS GANG INVESTIGATORS	750.00	.00	
19882		6/21/2013	16086	TIME WARNER CABLE	85.67	.00	
19883		6/21/2013	16086	TIME WARNER CABLE	306.10	.00	
19884		6/21/2013	16086	TIME WARNER CABLE	308.93	.00	
19885		6/21/2013	16086	TIME WARNER CABLE	96.31	.00	
19886		6/21/2013	22393	TOSHIBA BUSINESS SOLUTIONS,USA	259.81	.00	
19887		6/21/2013	22393	TOSHIBA BUSINESS SOLUTIONS,USA	139.08	.00	
19888		6/21/2013	22117	TOSHIBA FINANCIAL SERVICES	138.27	.00	
19889		6/21/2013	22117	TOSHIBA FINANCIAL SERVICES	274.44	.00	
19890		6/21/2013	22133	UPS	47.68	.00	
19891		6/21/2013	9560	POSTAGE BY PHONE CMRS	6,000.00	.00	
19892		6/21/2013	8315	VELA, QUADALUPE	35.03	.00	
19893		6/21/2013	12206	VERIZON WIRELESS	3,249.77	.00	
19894		6/21/2013	15662	VILLAFRANCA, VICTOR L.	500.00	.00	
19895		6/21/2013	23984	VILLARREAL, MANUEL M. JR.	18,000.00	.00	
19896		6/21/2013	9012	ZERTUCHE CONSTRUCTION L.L.C.	17,506.03	.00	
TOTAL CHECKS/ACH FOR BANK ACCOUNT :					79	626,628.16	.00
					TOTAL PAYMENTS:		626,628.16
TOTAL FOR ALL BANK ACCOUNTS :					79	626,628.16	.00
					TOTAL PAYMENTS:		626,628.16

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/21/13  
DATE

  
TREASURER



*Delia Perales*

*Webb County Treasurer Delia Perales*

**CHECK FOR RATIFICATION**

**JUNE 24, 2013**

NUMBER OF CHECKS

AMOUNT OF CHECKS

4

\$4,171.11

WEBB COUNTY - LIVE  
DATE 6/20/13  
TIME 15:13:18

FINANCIAL MANAGEMENT

PAGE 1  
APO390  
TREMVA

SUMMARY PAYMENT REGISTER

CHECK #	ACH#	PAY DATE	VENDOR#	VENDOR NAME	CHECK AMOUNT	ACH AMOUNT	PRE
BANK ACCOUNT : NBC1 WC GenOper National Bank of Commerce							
239792		6/20/2013	17247	MEDELLIN, POLICARPIO	1,288.44	.00	
239793		6/20/2013	24393	PEREZ, JOSE L.	863.20	.00	
239794		6/20/2013	3647	SOLIZ, ABEL	731.03	.00	
239795		6/20/2013	409	TREVINO, JOSE ALBERTO	1,288.44	.00	
TOTAL CHECKS/ACH FOR BANK ACCOUNT : 4					4,171.11	.00	
					TOTAL PAYMENTS:		4,171.11
TOTAL FOR ALL BANK ACCOUNTS : 4					4,171.11	.00	
					TOTAL PAYMENTS:		4,171.11

THE ABOVE CHECKS HAVE BEEN APPROVED  
BY THE PROPER OFFICIALS AND  
THE TREASURY DEPT. WILL RELEASE THEM.

6/20/13  
DATE

*Daniel C. [Signature]*  
TREASURER



*Delia Perales*

*Webb County Treasurer Delia Perales*

**SIDE BILLS TO BE APPROVED AT  
COMMISSIONER'S COURT MEETING  
JUNE 24, 2013**

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>
Carrillo, Ricardo	\$ 500.00	Admin. Services	Professional Services
City of Laredo Utilities	\$ 576.39	Headstart	Monthly Water Bill
City of Laredo Utilities	\$ 102.48	Purchasing	Monthly Water Bill
CDW Government	\$ 2,218.32	Admin. Services	LED Monitor
Espinola, Ruben	\$ 220.00	CSCD	GED Instructor
Kwik Kopy Printing	\$ 360.00	District Attorney's	Color Posters
Laredo Alarm	\$ 337.50	Admin. Services	Camera
Laredo Spring Water	\$ 196.52	District Attorney's	Drinking Water
McCoy's Building Supply	\$ 421.37	Sheriff's Dept.	Materials
Medina Electric Cooperative Inc.	\$ 232.17	Purchasing	Monthly Light Bill
Medina Electric Cooperative Inc.	\$ 1,630.58	Purchasing	Monthly Light Bill
Medina Electric Cooperative Inc.	\$ 1,009.56	Purchasing	Monthly Light Bill
National Plan Administrators	\$ 2,542.50	Admin. Services	Caf Plan Monthly Fees
PC Mall /Government	\$ 199.95	Admin. Services	Cisco System
Ricoh USA Inc.	\$ 443.72	Tax Office	Tax Refund
Rodriguez, Rolando X.	\$ 475.00	341st District Court	PSY Evaluation
Recovery Healthcare Corporation	\$ 620.00	CSCD	Services
Rodriguez Jr., Rodolfo	\$ 240.75	Constable Pct. 1	Patient Transportation
Staples Advantage	\$ 209.98	District Attorney's	Toner
Sam's Club	\$ 205.56	District Attorney's	Cups and Lids
Sepulveda, Rosalinda	\$ 16.40	Fernando Salinas Comm. Ctr.	Decorations Reimbursement
Sepulveda, Rosalinda	\$ 57.00	Fernando Salinas Comm. Ctr.	Sweet Bread Reimbursement
Southern Golf Properties	\$ 309.25	Golf Course	Janitor Supplies
Southern Golf Properties	\$ 666.90	Golf Course	Golf Shoes
Tiger Direct	\$ 179.67	MIS	USB Switch
Toshiba Business Solutions	\$ 142.76	Auditor's	Monthly Fees
Toshiba Business Solutions	\$ 82.50	Auditor's	Copies
Texas Juvenile Justice Department	\$ 14,938.00	Juvenile	Refund
Time Warner Cable	\$ 90.09	Purchasing	Monthly Bill
The Westing Washington	\$ 980.00	406th District Court	Lodging
Texas Association of Counties	\$ 113,149.71	Admin. Services	Fees
Temprite Mechanical, Inc.	\$ 865.00	Sheriff's Dept.	Material and Labor
United States Postal Service	\$ 500.00	CSCD	Postage
U S Postmaster	\$ 460.00	Planning	Postage
U S Postal Service	\$ 72.00	District Clerks	Box Renewal Fee
Zertuche Construction	\$ 126,158.68	Engineering	Remodeling J P Pct. 4
<b>36 VENDORS</b>	<b>\$ 271,410.31</b>		



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**Item No.5.      Communications**

Cmr. Canales welcomed Dr. Sanchez, Mr. Cruz, and Mr. Santos. He thanked Dr. Marcus Nelson, LISD Superintendent, and Mr. Bobby Santos, UISD Superintendent for allowing the court to use their facilities for the summer camps they are conducting. Cmr. Canales thanked all the parents and students that are participating in the summer camps. He congratulated Ms. Estefania Flores for winning the title Ms. Laredo 2013 and Ms. Teresa Ramirez for winning Ms. Teen Laredo 2013. Cmr. Canales congratulated the City of Laredo for finding a way to acquire the very historic federal building.

Cmr. Galo sent our his heartfelt condolences to the family of Seymon Deutsch, Pearl and Graciela Leija, Gelardo Gil Rodriguez, Rafael Cortez, Fernando Garza, and all of those who have lost family and friends in the past two weeks. He wished a Happy belated Birthday to Mr. Blas Garza. Cmr. Galo congratulated the new Ms. Laredo 2013, Ms. Estefania Flores and Ms. Teen Laredo 2013, Ms. Teresa Ramirez. He congratulated UISD on their Migrant Scholarship. Cmr. Galo thanked Ms. Rhonda Tiffin, Judge Valdez, and everyone who worked hard on obtaining the grant for the Fire Department. He congratulated Judge Valdez on his upcoming 19<sup>th</sup> annual fishing derby. Cmr. Galo wished good luck to all the little leagues who will start the all-star games this year.

Cmr. Montemayor welcomed all the veterans present. He recognized and thanked Judge Valdez, Mr. Leroy Medford, Engineering Department, Webb County Fire Department, Sheriff's Department, and Webb County Attorney's Office for assisting with the issue of the river.

Judge Valdez sent his heartfelt condolences to the family of Seymon Deutsch and Rafael Cortez. He thanked our state representatives on the awarding of 1.5 million dollars for the Webb County Fire Department. Judge Valdez congratulated Sheriff Martin Cuellar on the unveiling of the new application for Smart Phones and iPhones. He thanked Mr. Eduardo Garza, Mr. Humberto Gonzalez, Cmr. John Galo, and Mr. Renato Ramirez for being donors for the second annual scholarship for migrant students. Judge Valdez reminded and advised everyone of the 19<sup>th</sup> Annual Fishing Derby that will take place on Saturday. He thanked Mr. Ramos, Texas Parks and Wildlife, and all the volunteers. Judge Valdez wished everyone a Safe and Happy 4<sup>th</sup> of July.

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**Item No.6.      Public Comment - This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must complete a Witness Card specifying which agenda item they wish to comment on. Each public member will be allowed a total of Three (3) minutes within which to make any/all public comments.**

Mr. Douglas M. Alford from the American Legion Post 59

Mr. Alford presented Daniel Martinez, San Augustine High School, Francisco Munoz, United South High School, Jorge Chavarria, Nixon High School, and Maximiliano Zapata, LBJ High School who participated in the American Legion Boys State Program for 2013.

Judge Valdez motioned to bring up item #17. Cmr. Galo seconded the motion.

Motion carried 4-0 by unanimous consent.

**Honorable Marco A. Montemayor, County Attorney**

**Item No.17. Discussion and possible action to amend an agreement between Webb County and United Independent School District, Laredo Independent School District, and Webb Consolidated School District executed on November 9, 2006 which set forth the terms and conditions for the disbursement of proceeds and revenues generated and realized from the disposition and use of real property entrusted to Webb County pursuant to Texas Constitution Article VII, Section 6 and discuss any other matters incident thereto. [Closed Session/Executive session is requested pursuant to Texas Government Code Title 5, Subchapter D. Section 551.071 (A) (B) (Consultation with Attorney)]**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Judge Valdez motioned to go to Executive Session on item #17. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**(Executive Session 9:42 – 10:05 AM)**

No action taken.

**Honorable Marco A. Montemayor, County Attorney**

**Item No.17. Discussion and possible action to amend an agreement between Webb County and United Independent School District, Laredo Independent School District, and Webb Consolidated School District executed on November 9, 2006 which set forth the terms and conditions for the disbursement of proceeds and revenues generated and realized from the disposition and use of real property entrusted to Webb County pursuant to Texas Constitution Article VII, Section 6 and discuss any other matters incident thereto. [Closed Session/Executive session is requested pursuant to Texas Government Code Title 5, Subchapter D. Section 551.071 (A) (B) (Consultation with Attorney)]**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

County Attorney, Mr. Marco Montemayor recommended to approve an amendment reflecting where by the currently stated percentages are deleted in their entirety under section 4.3 of that agreement and under section 4.2 amending the portion of 4.2 deleting the phrase "within 30 days from execution of this agreement according to the percentages stated in 4.3" replaced with "on a scholastic basis".

UISD Attorney, Mr. Juan Cruz requested consideration of the court to appoint a representative or representatives to meet on a regularly basis, which means on a monthly basis, with representatives from Webb Consolidated ISD, Laredo ISD, and United ISD and to provide input into the management of the land, the aspect of the attorney's fees and reimbursement of fees for it to be done on a "per scholastic basis" as well, and to delete any references to prior superintendents and to insert current superintendent Dr. Marcus Nelson and Dr. Severita Sanchez in the agreement.

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UISD Attorney, Mr. Juan Cruz stated that this would not have any financial impact on Webb County.

Present in the courtroom were:

Mr. Roberto Santos, UISD Superintendent

Dr. Severita Sanchez, Webb County Consolidated ISD

Dr. Marcus Nelson, LISD Superintendent

Mr. Richard Morales, attorney with Person, Whitworth, Borchers, and Morales

Judge Valdez motioned to approve the amendments to the existing agreement and to appoint Cmr. Galo to the advisory committee. Cmr. Canales seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Marco Montemayor</u> Name  <u>Webb County Attorney</u> Entity/Organization	<b>Staff Source:</b> Marco A. Montemayor  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to amend an agreement between Webb County and United Independent School District, Laredo Independent School District, and Webb Consolidated School District executed on November 9, 2006 which set forth the terms and conditions for the disbursement of proceeds and revenues generated and realized from the disposition and use of real property entrusted to Webb County pursuant to Texas Constitution Article VII, Section 6 and discuss any other matters incident thereto.	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> Fund number: Balance:	

**AMENDMENT TO AGREEMENT BETWEEN UNITED ISD, LARDO ISD, WEBB  
CONSOLIDATED ISD, AND WEBB COUNTY, TEXAS**

THE STATE OF TEXAS     §  
                                   §  
COUNTY OF WEBB         §

This is an amendment to an Agreement entered into by and between United Independent School District, Laredo Independent School District, Webb Consolidated Independent School District, and Webb County, Texas. The undersigned Local Governments and political subdivisions of the State of Texas may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**I. RECITALS**

**WHEREAS**, the United Independent School District, Laredo Independent School District, Webb Consolidated Independent School District, and Webb County entered into an agreement which set forth the terms and conditions for the disbursement of proceeds and revenues generated and realized from the disposition and use of real property entrusted to Webb County pursuant to Texas Constitution Article VII, §6, executed and effective November 9, 2006 (the "Agreement"); and

**WHEREAS**, Webb County, pursuant to Texas Constitution Article VII, §6, holds in trust lands granted to Webb County for educational purposes and for the benefit of United Independent School District, Laredo Independent School District, and Webb Consolidated Independent School District, which said lands being the surface and subsurface interests in the Cuchillas and Lomas Pastures Texas School Lands Survey No. 1687, Abstract 1890 and being approximately 2,392.42 acres and El Penjamo and El Lano Pastures Texas School Lands Survey Nos 1883, 1384, being approximately 8,829.57 acres, known collectively as the "Webb County School Lands;" and

**WHEREAS**, United Independent School District, Laredo Independent School District, Webb Consolidated Independent School District (the "School Districts"), and Webb County have entered into an Attorney Fee Agreement with the Law Firm of PERSON, WHITWORTH, BORCHERS & MORALES, L.L.P. ("Law Firm") to retain and employ said Law Firm to investigate and act as Lead Counsel on behalf of said school districts and Webb County in prosecuting and defending claims related to the oil, gas, and other minerals under said Webb County School Lands, and

**WHEREAS**, the parties hereto now desire to further amend the Agreement to include reimbursement for legal services incurred by the school districts who are parties to this Agreement as well as the Management of said County School Lands.

**II. TERMS**

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein, the parties hereto agree to amend the Agreement as follows:

- 1. Article IV, Section 4.2 of the Agreement is amended to delete the phrase “**according to the percentages stated in Section 4.3.**”
- 2. Article IV, Section 4.3 is deleted in its entirety.
- 3. 4. In the first line of Article V, paragraph 5.2 of the Agreement, insert the phrase “**on a monthly basis**” after the term “**meet.**” On the second line of Article V, paragraph 5.2 of the Agreement, after the term “**officials,**” insert “**appointed by the Commissioners Court.**”
- 4. Article VII of the Agreement is amended to read as follows:

To the extent the School Districts are obligated to reimburse Law Firm for Litigation Expenses and costs incurred by Law Firm, as more specifically defined and provided under Paragraphs 2.13 and 5.01 of the Attorney Fee Agreement between Law Firm and the Parties to this Agreement in prosecuting and defending claims related to oil, gas, and other mineral interests in said Webb County School Lands, each of the School Districts shall be responsible to pay those Litigation Expenses and costs on a per Scholastic Basis as that term is defined in Clause 2.4 of the Agreement.

- 5. The reference to **Daniel Garcia Jr.** and **David Jones** in Article XIII, is hereby deleted and replaced with **Dr. A. Marcus Nelson** for Laredo Independent School District, and **Dr. Severita Sanchez** for Webb Consolidated Independent School District.

SIGNED, in five originals, and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**WEBB COUNTY**

**UNITED INDEPENDENT SCHOOL DISTRICT**

ATTEST:

\_\_\_\_\_  
Hon. Danny Valdez  
Webb County Judge

By: \_\_\_\_\_  
Judd Gilpin  
Board President

\_\_\_\_\_  
MARGIE RAMIREZ IBARRA

ATTESTED: \_\_\_\_\_  
SECRETARY, UISD BOARD OF TRUSTEES

APPROVED AS TO FORM:

\_\_\_\_\_  
Marco A. Montemayor

Webb County Attorney

\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**LAREDO INDEPENDENT  
SCHOOL DISTRICT**

**WEBB CONSOLIDATED ISD**

BY: \_\_\_\_\_  
Hector J. Garcia  
Board President

BY: \_\_\_\_\_  
Patricia Mata  
Board President

ATTESTED: \_\_\_\_\_  
SECRETARY, LISD BOARD OF TRUSTEES

ATTESTED: \_\_\_\_\_  
SECRETARY, WCISD BOARD OF  
TRUSTEES

**Honorable John Galo, Webb County Commissioner Pct. 3**

- Item No.7. Discussion and possible action to appoint Armandina Garcia as interim director of the Santa Teresita Community Center, effective immediately upon the availability of payroll funds, and to set salary, if necessary; and any other matters incident thereto.**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Judge Valdez motioned to approve item #7 and to set the annual salary at \$35,000. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**Commissioners Court**

- Item No.8. Consideration and approval of an order authorizing the issuance of "Webb County, Texas Certificates of Obligation, Series 2013" authorizing a purchase contract and a paying agent/registrar agreement; and approving other matters relating thereto.**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Cmr. Galo motioned to table item #8. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**Honorable Marco A. Montemayor, County Attorney**

- Item No.9. Discussion and possible action to enter into a Thirty-Nine (39) month (June 24, 2013 through September 24, 2016) FMV Lease Agreement between Toshiba Business Solutions and Constable Precinct 2 for a Lexmark Digital Copier at a cost of ONE HUNDRED TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$129.28) per month for a total amount of FIVE THOUSAND FORTY-ONE DOLLARS AND NINETY-TWO CENTS (\$5,041.92) over the term of the agreement, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. [Requested by Mike Villarreal, Webb County Constable Precinct 2; Account #001-2503-6014]**





# FMV LEASE AGREEMENT

10231 Kotzebue  
 San Antonio, Texas 78217  
 Phone: 210.357.2600  
 Fax: 210.357.2630



APPLICATION NUMBER	AGREEMENT NUMBER
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This document is written in "Plain English." The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

## CUSTOMER CONTACT INFORMATION

Legal Company Name:	WEBB COUNTY	Fed. Tax ID #:	74-60015872
Contact Person:	CONSTABLE MIGUEL VILLARREAL	Bill-To Phone:	(956) 523-4780
		Bill-To Fax:	(956) 791-1197
Billing Address:	901 SOUTH MILMO	City, State-Zip:	LAREDO, TEXAS 78043
Equipment Location: (if different from above):		City, State-Zip:	

## DEALER INFORMATION

Dealer Contact Name:	CHRISTOPHER YANES	Branch Location:	LAREDO, TEXAS
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ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
LEXMARK DIGITAL COPIER	X748DE	

See attached form (Schedule "A") for Additional Equipment

## LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	39	of \$	129.28	(plus applicable taxes)	Lease payment period is monthly, otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing: 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease 3. Return Equipment
Security Deposit:	\$ -	<input type="checkbox"/> Received			
Documentation Fee:	\$75.00 (Included in First Invoice)				

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

## LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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## CUSTOMER ACCEPTANCE

Name:	DANNY VALDEZ	Signature: X	Title:	WEBB COUNTY JUDGE	Date:
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## PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor:	N/A	Signature: X	N/A	Date:	Na
Name of 2nd Guarantor:	N/A	Signature: X	N/A	Date:	N/A

## ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished and that deliver and installation have been fully completed and are satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises here will be irrevocable and unconditional in all respects.

Name:	DANNY VALDEZ	Signature: X	Title:	WEBB COUNTY JUDGE	Date:
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**Addendum  
To  
Lease Agreement Between  
Toshiba Financial Services, Inc. and Webb County, Texas  
Concerning Lexmark X748de Digital Copier  
For the Webb County Constable Precinct 2**

BETWEEN:

Webb County ("Lessee")  
1000 Houston Street  
Laredo, Texas 78040

AND

Toshiba Financial Services, Inc. ("Lessor")  
10231 Kotzebue  
San Antonio, Texas 78217

Now therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced "Lease Agreement. The following provisions and covenants supersede prior negotiations, representations or agreements, either written or oral, and where there is a conflict between provisions of this addendum and the provisions set forth in the Standard Form "FMV Lease Agreement" (2 pages) between Webb County, Texas, and Toshiba Business Solutions of Texas, or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

**LEASE AGREEMENT  
TERM AND CONDITIONS PROVISIONS**

1. The language dealing with "Personal Guaranty" on page one (1) of the Standard Lease Document ("FMV Lease Agreement) is deleted in its entirety.
2. The last sentence of the paragraph of the Terms and Conditions entitled "Lease Commencement" is deleted in its entirety and replaced by:

"Pursuant to section 2251.021, Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to section 2251.025, Texas Government Code, an overdue payment bears interest at the rate of one (1) percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday."

indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.”

7. Paragraph number twenty-two (22) of the Term and Conditions entitled “Governing Law” is deleted in its entirety and replaced with:

“Both parties agree to waive all right to a jury trial. This Master Agreement and each schedule shall be governed and construed according to the laws of the State of Texas. Jurisdiction and venue for any action or claim arising out of the Master Agreement shall be in the Federal and/or State Courts of Webb County, Texas”

8. Webb County does and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

WITNESS OUR HANDS effective the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**WEBB COUNTY:**

**TOSHIBA FINANCIAL SERVICES, INC.**

\_\_\_\_\_  
Danny Valdez, Webb County Judge

By: \_\_\_\_\_  
Representative

ATTESTED:

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marco A. Montemayor  
Webb County Attorney\*

\*By law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**FISCAL FUNDING ADDENDUM**

**LESSEE INFORMATION**

Full Legal Name WEBB COUNTY DBA Name (If Any) \_\_\_\_\_  
 Billing Address 901 SOUTH MILMO Phone (956) 523-4780  
 City LAREDO Country USA State TX Zip 78043

**EQUIPMENT INFORMATION**

Equipment Location (If not same as above) \_\_\_\_\_  
 City \_\_\_\_\_ Country \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)
1	X748DE	LEXMARK DIGITAL COPIER

The above described WEBB COUNTY ("Lessee") warrants that it has funds available to pay rents ("Lease Payments") until the end of its current appropriation period. In the event its legislative body or funding authority does not appropriate funds to be paid to Lessor for the above described Equipment ("Equipment"), Lessee may, upon prior written notice to Lessor, effective 60 day after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor; at Lessee's expense; and thereupon, be released of its obligation to make all rental payments (Lease Payments) to Lessor due thereafter, provided: (1) The Equipment is returned to Lessor as provided for in the above described Lease ("Lease"), (2) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (3) the notice is accompanied by payment of all amounts then due to Lessor under the Lease.

In the event Lessee returns the Equipment pursuant to the terms of this Addendum, Lessor shall retain all sums paid hereunder by Lessee, including the Security Deposit (if any) specified in the Lease.

If the provisions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, lease or rent any other functionally similar equipment for the balance of the Lease term following Lessee's exercise of its termination rights hereunder.

This Addendum will not be construed so as to permit the Lessee to terminate the Lease in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

**LESSEE SIGNATURE**

Signature X \_\_\_\_\_  
(MUST BE SIGNED BY AUTHORIZED AGENT, REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)  
 Print Name DANNY VALDEZ  
 Title WEBB COUNTY JUDGE Date \_\_\_\_\_  
 For WEBB, COUNTY OF Name of Government Entity

**ACCEPTED BY LESSOR**

Signature X \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 For \_\_\_\_\_ Legal Name of Corporation or Partnership

SUP107

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**Item No.10. Discussion and possible action to enter into a Thirty-Nine (39) month (June 24, 2013 through September 24, 2016) Maintenance Agreement between Toshiba Business Solutions and Constable Precinct 2 for a Lexmark X748DE at a cost of TWO HUNDRED NINETY-FIVE DOLLARS (\$295.00) annually for a total amount of NINE HUNDRED FIFTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$958.75) over the term of the agreement with an excess charge of 0.00985 per copy, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. [Requested by Mike Villarreal, Webb County Constable Precinct 2; Account #001-2503-6014]**

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Constable Mike Villarreal</u> Name  <u>Constable Precinct 2</u> Entity/Organization	<b>Staff Source:</b> <u>Marco A. Montemayor</u>  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to enter into a Thirty-Nine (39) month (June 24, 2013 through September 24, 2016) Maintenance Agreement between Toshiba Business Solutions and Constable Pct. 4 for a Lexmark X748DE at a cost of TWO HUNDRED AND NINETY-FIVE DOLLARS (\$295.00) annually for a Total amount of NINE HUNDRED AND FIFTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$958.75) over the term of the agreement with an excess charge of 0.00985 per copy, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. [Requested by Constable Mike Villarreal, Pct. 2 Acct. # _____]	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> _____ Fund number: Balance:	



## TERMS AND CONDITIONS (CONTINUED)

**1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

**2. Term.** This Contract will remain in force for 39 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

**3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

**4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

**5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

**6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.

**7. CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

**8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

**INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

**10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operator Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

**11. EXCLUSIONS.** Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

**12. INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

**IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**

**13. GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party taking the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.



ATTEST:

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Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

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Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Constable Mike Villarreal</u> Name  <u>Constable Precinct 2</u> Entity/Organization	<b>Staff Source:</b> <u>Marco A. Montemayor</u>  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to enter into a Thirty-Nine (39) month (June 24, 2013 through September 24, 2016) FMV Lease Agreement between Toshiba Business Solutions and Constable Pct. 2 for a Lexmark Digital Copier at a cost of ONE HUNDRED AND TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$129.28) per month for a Total amount of FIVE THOUSAND FORTY-ONE DOLLARS AND NINETY-TWO CENTS (\$5,041.92) over the term of the agreement, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. <b>[Requested by Constable Mike Villarreal, Pct. 2; Acct. # _____]</b>	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> _____ Fund number: Balance:	

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**Item No.11. Discussion and possible action to enter into a Forty-Eight (48) month (June 24, 2013 through June 24, 2015) Lease Agreement between Nevill Business Machines and Webb County Head Start Program for Sixteen (16) Kyocera FS-1135 at a cost of SIX HUNDRED THIRTY DOLLARS (\$630.00) monthly for a total amount of THIRTY THOUSAND TWO HUNDRED FORTY DOLLARS (\$30,240.00) over the term of the agreement and copy overages being billed at .007 cents per copy and scanned copies at .002 per print, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. [Requested by Aliza Oliveros, Webb County Head Start Director; Account #903-4207-6014]**

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Aliza Oliveros</u> Name  <u>Webb County Head Start</u> Entity/Organization	<b>Staff Source:</b> <u>Marco A. Montemayor</u>  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to enter into a forty-eight (48) month (June 24, 2013 through June 24, 2015) Lease Agreement between Nevill Business Machines and Webb County Head Start Program for Sixteen (16) Kyocera FS-1135 at a cost of SIX HUNDRED AND THIRTY DOLLARS (\$630.00) monthly for a Total amount of THIRTY THOUSAND TWO HUNDRED FORTY DOLLARS (\$30,240.00) over the term of the agreement and copy overages being billed at .007 cents per copy and scanned copies at .002 per print, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. [Requested by Aliza Oliveros, Webb County Head Start; Acct. # _____]	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> _____ <b>Fund number:</b> <b>Balance:</b>	



# SALES ORDER

Corporate Headquarters  
 2825 Story Road West • Irving • TX 75038  
 469.574.0041 • fax 469.574.0039  
 www.nevillsolutions.com

**Your Local Sales Office:**

Corpus Christi 361.882.6482 [ ]  
 Fort Worth 817.595.2255 [ ]  
 Harlingen 956.412.6482 [ ]  
 Laredo 956.753.7212 [X]  
 McAllen 956.630.2100 [ ]

Sold to: **Webb County Head Start Program**

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Billing Address 5905 W Drive

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City, ST, Zip Laredo, Texas 78041

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Contact Margie Gonzalez

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PH# (956) 795-1515 Fax# (956) 791-2149

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Email mgonzalez@webbcountytx.gov

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NEVILL Billing Code

Deliver to: **Webb County Head Start Program**

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Address

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City, ST, Zip Laredo, Texas 78041

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Contact (for service)

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PH# Fax#

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Email

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NEVILL Shipping Code

<b>Customer Status</b>	<b>Leasing Company</b>	<b>Date of Sale</b>	<b>Customer's PO#</b>	<b>Sales Consultant</b>
[ ] New [X] Existing	GE			Lupita L. Gutierrez
<b>Requested Delivery/Method</b>		<b>Terms</b>	[ ] Cash [X] Lease [ ] Rental	

Quantity	Item number	MA	Product Description	Unit Price	Extended Price
16			Kyocera FS-1135		
			Standard Print/Copy/Scan/Fax		
			50 Sheet Document Processor		
			250 Sheet Paper Drawer		
<i>Special Instructions / Lease Approval Number</i>				<b>Freight</b>	
				<b>Subtotal</b>	
				<b>Sales Tax</b>	
<b>See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.</b>				<b>TOTAL DUE</b>	

Customer Signature	Title	Date
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Equipment Lease Agreement # \_\_\_\_\_

EQUIPMENT	Serial Number	Accessories
Equipment MFG Model & Description	Please see attached Schedule "A"	
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: \_\_\_\_\_  
 Equipment Location: \_\_\_\_\_

SUPPLIER	TRANSACTION TERMS
Nevill Business Machines, Inc. 1305 W. Beltline Road Carrollton, TX 75006	Purchase Option: Fair Market Value Lease Payment: \$ <u>630.00</u> (plus applicable taxes)      Term: <u>48</u> (months) Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>-0-</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO BORROW MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**TERMS AND CONDITIONS**

**1. COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

**2. LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

**3. LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
Nevill Business Machines, Inc.  By: X _____ Name: _____ Title: _____ Date: _____	Webb County (Head Start Program) (Lessee Full Legal Name)  By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____



v040313

Date: June 4, 2013

Nevill Document Solutions, LLC, herein after referred to as "NDS" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full:

Customer Name <u>Webb County Head Start Program</u>			
Business Address <u>5905 W Drive</u>			
City <u>Laredo</u>	State <u>Tx</u>	Zip <u>78041</u>	Telephone <u>(956) 795-1515</u>
Customer # _____	Key Operator _____	Zone _____	

**MAINTENANCE COVERAGE:**       COPIER  PRINTER    FAX    SCANNER (SELECT SERVICE BELOW)

- Nevill Full Service** coverage includes labor, parts, drums & supplies (excluding color toner, paper & staples).
- Nevill Standard Service** coverage includes labor & parts only (excludes drum, fuser, image unit, paper, staples, toner & transfer belts).

**MAINTENANCE PLAN: (SELECT ONE)**

- Annual Agreement \*** : rate \$ \_\_\_\_\_ per year. Coverage is for one year from contract Beginning Date.
- Annual Time or Usage Contract \*** : rate \$ \_\_\_\_\_ per year. Coverage is for one year from contract Beginning Date or \_\_\_\_\_ prints, whichever occurs first.
- Annual Contract with a Rate \*** of \$ included in le per month / quarter. Coverage includes 20,000 allowable black & white prints per month / quarter, and overages invoiced in arrears monthly / quarterly at \$ .007 per print.  
Single sheet scans invoiced in arrears at the rate of \$ .002 per print. \*all pricing does not include tax

Program Type _____	Beginning Meter _____	Beginning Date _____
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Equipment Make, Model & Description	Serial Number	Equipment ID #
<u>See Attached Addendum for Equipment Make</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

special instructions: \_\_\_\_\_

**Customer Acceptance**  
This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: \_\_\_\_\_  
Signature: \_\_\_\_\_ title: \_\_\_\_\_ date: \_\_\_\_\_

**Nevill Acceptance**  
This Contract has no force or effect unless executed by a Service Manager, Service Administrator, or an Officer of the Company.  
Authorized by: \_\_\_\_\_  
Signature: \_\_\_\_\_ title: \_\_\_\_\_ date: \_\_\_\_\_





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**Item No.12. Discussion and possible action to enter into a Thirty-Six (36) month (June 24, 2013 through June 24, 2016) Maintenance Agreement between Toshiba Business Solutions and Webb County Justice of the Peace Precinct 4 for a Toshiba E-Studio 456 Digital Copier at a cost of SIXTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$69.51) PER QUARTER for a total amount of EIGHT HUNDRED THIRTY-FOUR DOLLARS AND TWELVE CENTS (\$834.12) over the term of the agreement with an excess charge of 0.00785 per copy, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. [Requested by Oscar O. Martinez, Webb County Justice of the Peace Precinct 4; Account #001-1044-6402]**

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Hon. Oscar O. Martinez</u> Name  <u>Justice of the Peace Pct. 4</u> Entity/Organization	<b>Staff Source:</b> <u>Marco A. Montemayor</u>  Department Head <u>Webb County Attorney's Office</u>
<p><b>Subject:</b> Discussion and possible action to enter into a Thirty-Six (36) month (June 24, 2013 through June 24, 2016) Maintenance Agreement between Toshiba Business Solutions and Webb County Justice of the Peace Pct. 4 for a Toshiba E-Studio 456 Digital Copier at a cost of SIXTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$69.51) PER QUARTER for a Total amount of EIGHT HUNDRED AND THIRTY-FOUR DOLLARS AND TWELVE CENTS (\$834.12) over the term of the agreement with an excess charge of 0.00785 per copy, subject to annual budget appropriation and authorizing County Judge to sign and execute all relevant documents. <b>[Requested by Honorable Oscar O. Martinez, Justice of the Peace Pct. 4; Acct. # _____]</b></p>	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> _____ Fund number: Balance:	

SALES PACKET NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

6/10/2013

Sales Representative: CHRISTOPHER YANES

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

#### CUSTOMER INFORMATION

Customer Name:	WEBB COUNTY JUSTICE OF THE PEACE PCT 4	Bill to Number:	
Billing Address:	8501 SAN DARIO	Phone #:	(956) 721-2510 Ext.
Address 2:		Fax #:	(956) 718-8561
City:	LAREDO	Contact:	ELVIRA JUAREZ
State:	TX	Customer PO #:	
Zip:	78040	email:	ejuarez@webbcountytx.gov

#### INVOICE / METER COLLECTION INFORMATION

Meter Collection:	Automated Meter Read	Electronic Invoicing:	Yes	Invoice Location:	Customer Address	Term:	36 Months
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#### SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

#### TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
TOSHIBA E-STUDIO 456 DIGITAL COPIER	Black	10,500	Prints	\$ 69.51	Quarterly	0.00785	Quarterly
	Scans	UNLIMITED	Images	\$ -		0	
**36 MONTH MAINTENANCE AGREEMENT							
30 CANCELLATION BY EITHER PARTY							
WITH WRITTEN NOTICE***							

#### DECLINATION

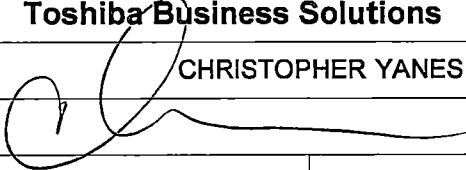
Customer is declining maintenance on the equipment listed above.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:	WEBB COUNTY, TX	<b>Toshiba Business Solutions</b>	
Printed Name:	DANNY VALDEZ	Printed Name:	CHRISTOPHER YANES
Signature:		Signature:	
WEBB COUNTY JUDGE	Date:	Title:	GOVERNMENT SALES
			Effective Date:

ATTEST:

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Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

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Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

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**Item No.13. Discussion and possible action to enter into an Annual Maintenance Contract between Identix Biometric Solutions and Webb County Juvenile Probation Department for a period of One (1) year from February 2, 2013 through January 31, 2014 for a total amount of TWO THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS (\$2,368.00) over the term of the agreement and authorizing the County Judge to execute all relevant documents, and any matters incident thereto. [Requested by Melissa L. Mojica, Webb County Youth Village; Account #001-1301-6402]**

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Ms. Melissa L. Mojica</u> Name  <u>Webb County Youth Village</u> Entity/Organization	<b>Staff Source:</b> Marco A. Montemayor  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to enter into an Annual Maintenance Contract between Identix Biometric Solutions and Webb County Juvenile Probation Dept. for a period of One (1) year from February 2, 2013 through January 31, 201 for a Total Amount of TWO THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS (\$2,368.00) over the term of the agreement and authorizing the County Judge to execute all relevant documents, and any matters incident thereto. [Requested by: Ms. Melissa L. Mojica, Webb County Youth Village Account # 001-1301-6402]	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b> Amount Requested:	
<b>Budget Account Number: 001-1301-6402</b> Fund number: Balance:	



**Identix Incorporated**  
 5705 W. Old Shakopee Road  
 Suite 100  
 Bloomington, MN 55437-3107  
 USA  
 Phone (800) 932-0890  
 FAX (952) 932-7181

## MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: K-11134-S  
 QUOTE DATE: 08-JAN-2013  
 VALID UNTIL: 03-MAY-13  
 PRICE LIST: S&L LAW ENFORCEMENT

**BILL TO:** WEBB COUNTY YOUTH VILLAGE  
 111 CAMINO NUEVO RD  
 HWY 359  
 LAREDO, TX 78046  
 United States

COVERAGE  
 START DATE: 02-FEB-13  
 END DATE: 31-JAN-14

PAGE: 1 of 1

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
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**EQUIPMENT LOCATION** WEBB COUNTY YOUTH VILLAGE- 111 CAMINO NUEVO RD HWY 359 LAREDO WEBB TX 78046 United States

3500XC- M95	ANNUAL 9/5 MAINTENANCE			
TP-3500XC-ED		AAM516000379A	1	\$2,164.05
PRT- SMP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-SMP		NP-1269	1	\$204.44
			<b>TOTAL:</b>	<b>\$2368.49</b>

PLEASE CHECK PREFERRED BILLING:

ANNUAL INVOICE OR

QUARTERLY INVOICE OR

MONTHLY INVOICE

NAME: PAHL, DIANE E  
 TITLE: Salesperson  
 PHONE: (952) 979-8479  
 FAX: (952) 852-8747  
 EMAIL: dpahl@morphotrust.com

PO#: \_\_\_\_\_  
 SIGNATURE BY: \_\_\_\_\_  
 NAME (Print): \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

The terms and conditions of Identix' maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in buyer's purchase order and some may be new. Acceptance is conditional on buyer's assent to the terms set out herein in lieu of those in buyer's purchase order. Seller's failure to object to provisions contained in any communication from buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of seller before becoming binding on either seller or buyer.

**AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM**



ATTEST:

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Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

---

Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

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**Item No.14. Discussion and possible action to approve a contract with Condrey and Associates, Inc. and Webb County for the Wage and Classification Project, effective July 1, 2013 and continuing thru December 31, 2013 for an amount not to exceed \$125,000.00 (One Hundred Twenty-Five Thousand Dollars), and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. [Requested by Cynthia Mares, Webb County Administrative Services Director; Account #001-0109-6022]**

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Cynthia Mares</u> Name  <u>Administrative Services</u> Entity/Organization	<b>Staff Source:</b> Marco A. Montemayor  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to approve a contract with Condrey and Associates, Inc. and Webb County for the Wage and Classification Project, effective July 1, 2013 and continuing thru December 31, 2013 for an amount not to exceed \$125,000.00 (One Hundred Twenty-Five Thousand Dollars), and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. <b>[Requested by Cynthia Mares; Account # _____]</b>	
<b>Background:</b> Wage and Classification project approved by the Court.	
<b>Previous Court Action:</b> None	
<b>Financial Impact:</b> Amount Requested:	
<b>Budget Account Number:</b> _____ Fund number: Balance:	

## MEMORANDUM OF AGREEMENT

This agreement is made and entered into this 24th day of JUNE, 2013, by and between Webb County, hereinafter called the "COUNTY" and Condrey and Associates, Inc., hereinafter called the "CONSULTANT". All obligations under this agreement will be performed by Condrey and Associates, Inc., as the "CONSULTANT".

**WITNESSETH**, inasmuch as the "COUNTY" is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the "CONSULTANT" is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the "COUNTY" or its employees, and the documents prepared therefrom, shall be the property of the "COUNTY". They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

**Section A. Relationship of the Parties/Independent Contractor.** "Contractor"

Condrey and Associates shall: Carry on the cooperative services as an independent contractor onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement, and is hereby incorporated by reference. This agreement does not constitute "COUNTY" as the agent, legal representative, joint venture or partner of "CONSULTANT" for any purpose, and likewise, does not constitute "CONSULTANT" as an agent, representative, servant or employee of "COUNTY". It is understood between the parties, hereto that

“COUNTY” is merely a purchaser of services and is in no way authorized to make any contract, agreement, warranty or representation of behalf of “CONSULTANT”, or to create any obligation, expressed, or implied. It is understood and agreed that the relationship of “CONSULTANT” to “COUNTY” is that of an **INDEPENDENT CONTRACTOR**. “COUNTY” and “CONSULTANT” agree that “CONSULTANT” shall perform his/her duties of “COUNTY”, and shall not have or claim any right arising from employee status. “CONSULTANT” has the sole discretion to determine the manner in which services are to be performed. However, “COUNTY” retains the right to exercise final judgment with respect to the quality and adequacy of the services provided herein.

**B. Preservation of Records.** Condrey and Associates shall preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the “COUNTY” shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

**C. Fees For Services** “COUNTY” will pay Condrey and Associates a **fixed fee** of \$125,000.00 upon receipt of invoices. This amount will be paid in FOUR (4) equal installments, within THIRTY (30) days of receipt of billing. The invoices should be directed to Ms. Cynthia Mares, Human Resources Director, Webb County Government, 1110 Washington Street, Suite No. 204, Laredo, Texas 78040; telephone number (956) 523-4143. The billings shall occur on July 15, 2013 and December 31, 2013.

**D. Term of Agreement.** The term of this agreement shall be from July 1, 2013 through December 31, 2013. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the “COUNTY” will pay

Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the "COUNTY" interim findings and summary notes that reflect the status of the project at the time of revised termination.

**E. Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

**F. Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

**G. Modification.** This agreement may not be modified without the mutual consent of both parties hereto. Any modification hereto shall be agreed to in writing and shall be signed by both parties.

**H. Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

**I. Indemnity.** "Consultant" covenants and agrees to fully indemnify, defend, and hold harmless agents and/or assigns, the "COUNTY" and the elected officials, employees officers, directors, volunteers, and representatives of the "COUNTY", individually, or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demand, causes of actions, liability, and suits of any kind and nature, including but not limited to, personal injury, or death and property damages, made upon the "COUNTY" directly arising out of, resulting from or related to "Consultant"'s activities under this agreement including any acts or omissions of "Consultant", any agent, officer, director, representative, employee, consultant, or

subcontractor of "Consultant" while in the exercise of performance of the rights or duties under this agreement, all without however, waiving any governmental immunities available to the "County" under Texas Tort Law and without waiving any defense of the parties under Texas Law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. "Consultant" shall promptly advise the COUNTY in writing of any claims or demands against the "COUNTY" or "Consultant" known to "Consultant" related or arising out of "Consultant"'s activities under this agreement and shall see the investigation of and defense of such claim or demand at "Consultant"'s activities under this agreement and shall see the investigation of a defense of such claim or demand at "Consultant" cost. The "COUNTY" shall have the right, at its option, and at its own expense, to participate in such defense without relieving "Consultant" of any of its obligation under this paragraph.

**J. Exchange of Information.** The parties acknowledge that it is necessary for them to exchange information and cooperate fully regarding policies affecting the administration of the agreement, to the end of achieving an orderly and effective delivery of high quality services to all participants mferred to "CONSULTANT" by "COUNTY".

**K. Audit and Inspection of Records.** The "CONSULTANT" shall permit "COUNTY", and/or any of their authorized representatives to inspect and audit all data and records relating to the performance of this agreement. All records pertaining to the agreement shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times. "CONSULTANT" further agrees to retain all records.

**L. State of Texas Laws/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and parties hereby further covenant, consent and

agree the exclusive venue for any and all litigation regarding this matter shall be filed in and shall be made enforceable in Webb County, Texas.

**M. Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below, or (iii) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice is mailed. For purposes of this paragraph, the addressees of the parties for all notices are as follows unless changed by similar notice in writing given by the particular person whose address is to be changed.

If to "County": Webb County Dept. of Human Resources, attn:  
Ms. Cynthia Mares, Director  
Webb County, Texas  
1110 Washington St., Suite No. 204  
Laredo, Texas 78040  
Tel.: (956) 523-4144  
Fax.: (956) 523-5012

If to "Consultant": Condrey and Associates, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_

**N. Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.



**O. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

**P. Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

**Q. Entire Agreement.** This Agreement contains the entire agreement between Client and Counsel regarding this Matter and the fees, charges, and expenses to be paid relative thereto. This Agreement shall not be modified except by written agreement signed by both "County" and "Consultant".

IN WITNESS WHEREOF, WEBB COUNTY, has executed this Agreement on this \_\_\_\_ day of JUNE, 2013.

**WEBB COUNTY, TEXAS**

**HON. JUDGE DANNY VALDEZ**  
**WEBB COUNTY JUDGE**

IN WITNESS WHEREOF, CONDREY AND ASSOCIATES, INC., has executed this Agreement on this \_\_\_\_ day of JUNE, 2013.

**CONDREY AND ASSOCIATES, INC.**

\_\_\_\_\_  
**Stephen E. Condrey**  
**President**

\_\_\_\_\_  
**Jan H. Hansford**  
**Vice President/Treasurer**

Corporate Seal

Approved by the Webb County Commissioner's Court on Monday, June 24th, 2013.

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Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

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Marco A. Montemayor  
Webb County Attorney

\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

## APPENDIX A

### **Contract for Technical Assistance to Webb County, Texas: Proposal for Reviewing and Revising the County's Classification and Compensation System**

The administration of Webb County has determined the need for a review and updating of the job classification system and pay plan for selected jobs covered under its personnel system.

#### **Objectives**

Condrey and Associates proposes the following schedule of activities to accomplish four objectives:

1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;
2. Produce an updated description of each job and produce a classification system based on job content analysis;
3. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
4. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

#### **Phase I -- Developing a Work Plan and Schedule of Activities**

- 1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

#### **Phase II -- Job Analysis Survey**

- 2.1 Condrey and Associates will develop a detailed job survey form to be completed by position incumbents. This data will serve as the basis for generating updated job descriptions, job classifications, and job evaluations (ranking of jobs).

- 2.2 Condrey and Associates will determine the number of interviews and/or job audits that will need to be conducted to insure adequate data for generating a complete and valid description of each job and job classification. It is anticipated that approximately 35% of full-time position incumbents will be interviewed concerning their job duties and responsibilities.
- 2.3 After the job survey, job audits and interview data are analyzed, a properly formatted job description will be completed for each job. The written job description will draw on four sources of information: (1) current job descriptions, (2) information from the job survey, (3) supervisors' review and critique, and (4) interviews and job audits.

### **Phase III -- Job Evaluation**

- 3.1 Condrey and Associates will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.
- 3.2 Condrey and Associates and appropriate officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

### **Phase IV -- Developing a Compensation Structure**

Condrey and Associates will:

- 4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project.
- 4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

### **Phase V -- Developing a Pay Plan**

Condrey and Associates will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).

- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

### **Phase VI -- Implementing and Administering the Program**

Condrey and Associates will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.
- 6.2 Determine the proper FLSA designation of each position.
- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

### **Cost and Duration**

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$125,000. Considering the scope of the project, we anticipate a six (6) month work plan beginning July 1, 2013, with final reports submitted on or before December 31, 2013. Follow-up technical assistance will be provided through December 31, 2014 at no additional cost to the county (with the exception of travel-related costs). Formal involvement would terminate December 31, 2013.

Webb County, Texas  
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
July 2013	<ul style="list-style-type: none"><li>o Distribute position questionnaires</li><li>o Conduct project orientation for human resources staff and department heads</li></ul>
August 2013	<ul style="list-style-type: none"><li>o Completed position questionnaires returned to Condrey and Associates</li><li>o Conduct salary survey</li></ul>
September – October 2013	<ul style="list-style-type: none"><li>o Conduct employee interviews</li></ul>
November 2013	<ul style="list-style-type: none"><li>o Develop preliminary cost estimate</li><li>o Present preliminary classification and pay report</li></ul>
December 2013	<ul style="list-style-type: none"><li>o Publish final report</li></ul>
January 2014 – December 2014	<ul style="list-style-type: none"><li>o Provide follow-up technical assistance in pay plan implementation.</li></ul>

Project Directors: Dr. Steve Condrey, President  
Ms. Jan Hansford, Vice President  
Condrey and Associates, Inc.  
PO Box 7907  
Athens, GA 30604-7907  
(706) 380-7107 (Phone)  
(586) 816-4067 (FAX)  
[steve@condrey-consulting.com](mailto:steve@condrey-consulting.com)  
[jan@condrey-consulting.com](mailto:jan@condrey-consulting.com)  
[www.condrey-consulting.com](http://www.condrey-consulting.com)

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**Item No.15. Discussion and possible action to approve a second amendment to the Agreement between Webb County and Corrections Corporation of America that will extend the original term for 5 years and set the per diem fee paid to the County at \$1.50 per inmate per day thru June 30, 2015; \$1.75 per inmate per day from July 1, 2015 to June 30, 2017; and \$2.00 per inmate per day from July 1, 2017 to June 30, 2018.**

**SECOND AMENDMENT TO THE  
AGREEMENT BETWEEN WEBB COUNTY, TEXAS AND  
CORRECTIONS CORPORATION OF AMERICA**

**THE AGREEMENT** entered into by and between Corrections Corporation of America ("CCA") and Webb County, Texas ("County") on July 1, 2010 is amended as follows:

1. Section 6 is amended to delete the current language and insert the following:

"CCA will be the designated Payee and funds due pursuant to the IGA will be paid directly to CCA. The County will receive an administrative fee from CCA pursuant to the schedule below. CCA will deduct the administrative fee from the IGA funds and forward that amount to the County within ten (10) working days of receipt of funds. CCA will also provide the County with a corresponding population report when payment is due.

July 1, 2010 – June 30, 2015    \$1.50 per inmate per day

July 1, 2015 – June 30, 2017    \$1.75 per inmate per day

July 1, 2017 – June 30, 2018    \$2.00 per inmate per day"

2. Section 9 is amended to delete the current language and insert the following:

"The term of this Agreement shall be for a period of eight (8) years commencing on July 1, 2010 and expiring June 30, 2018."

3. The term "IGA" shall also include any IGA between the County and the Bureau of Immigration and Customs Enforcement pursuant to which inmates are housed at the Facility.

This Amendment is effective June \_\_, 2013.

CORRECTIONS CORPORATION OF AMERICA

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Natasha K. Metcalf  
Vice President, Partnership Development

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Date



WEBB COUNTY, TEXAS

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Date

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**Item No.16. Discussion and possible action to approve a Memorandum of Understanding between Laredo Independent School District and Webb County Head Start. The agreement will remain in effect for Five (5) 2013-2018, school years. L.I.S.D. will provide Four (4) classrooms at Dovalina Elementary and provide instruction from 7:45 a.m. to 2:45 p.m. Head Start will pay \$100,000 per year for Four (4) integrated teachers and authorizing County Judge to sign and execute all relevant documents. [Requested by Aliza Oliveros, Webb County Head Start Director; Account #903-4207-6709-2]**

Cmr. Galo motioned to approve items #9, #10, #11, #12, #13, #14, #15, and #16. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> <u>Aliza Oliveros</u> Name  <u>Webb County Head Start</u> Entity/Organization	<b>Staff Source:</b> <u>Marco A. Montemayor</u>  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to approve a Memorandum of Understanding between Laredo Independent School District and Webb County Head Start. The agreement will remain in effect for five (5) 2013-2018, school years. L.I.S.D. will provide four (4) classrooms at Dovalina Elementary and provide instruction from 7:45 a.m. to 2:45 p.m. Head Start will pay \$100,000 per year for four (4) integrated teachers and authorizing County Judge to sign and execute all relevant documents. <b>[Requested by Aliza Oliveros, Webb County Head Start; Acct. # 903-4207-6709-2]</b>	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number: 903-4207-6709-2</b> Fund number: Balance:	

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE LAREDO INDEPENDENT SCHOOL DISTRICT  
AND WEBB COUNTY HEAD START AT DOVALINA ELEMENTARY**

This Memorandum of Understanding (MOU) is hereby entered into by and between the Laredo Independent School District, a Texas political subdivision (hereinafter referred to as "LISD"), and the Webb County Head Start (hereinafter referred to as Head Start).

**a. Program Description**

The purpose of this MOU is to establish the terms and conditions under which LISD and Head Start will share in the operation and monitoring of four (4) full day pre-kindergarten classrooms. This project will establish collaborative pre-kindergarten classrooms with certified teachers from LISD and teacher assistants from Head Start that will serve both three and four-year-old children who meet the eligibility regulations for pre-kindergarten enrollment as determined by the LISD/Webb County Head Start enrollment guidelines. In addition, LISD and Head Start will collaborate to integrate into each pre-kindergarten classroom, one teacher employed by LISD and one teacher assistant employed by Head Start to teach 3 and 4 year old students who qualify under current state and federal requirements in an LISD classroom using a state approved early childhood curriculum.

**b. Term of Agreement**

1. This Agreement becomes effective on the date of Laredo ISD Board Approval, and will remain in effect through August 31, 2018.
2. This Agreement shall remain in effect for a period of 5 scholastic calendar years beginning with the 2013-2014 school year through the 2017-2018 school year.
3. Non-Appropriation of Funds. LISD shall use its best good faith efforts to appropriate sufficient funds for its financial obligations under this Agreement for each fiscal year that this Agreement remains in effect. Notwithstanding any language to the contrary in this Agreement, in the event sufficient funds are not appropriated by LISD to continue its financial obligations under this Agreement for any fiscal year of the school district, LISD shall have the right to sever and terminate any provision of this Agreement creating a financial obligation on the district, effective the last day for the fiscal year for which appropriations were received without penalty or expense to LISD. In the event of such non-appropriation, LISD shall provide Head Start written notice sixty (60) days prior to the end of its current fiscal year confirming that any such provision will be so terminated.

**c. Rights and Responsibilities of LISD**

1. LISD will provide four (4) classrooms at Dovalina Elementary School with a 20 to 1 student ratio for PreK4 and a 17 to 1 student ratio for PreK3 as determined by the Webb County Head Start guidelines.
2. LISD will provide full day instruction from 7:45 a.m. to 2:45 p.m. in the shared classrooms.
3. LISD will provide a state approved curriculum and classroom resources for best practice classroom instruction.
4. LISD will provide regular staff development sessions to present teachers with current best practice instructional methods.
5. LISD will provide registration and attendance procedures to optimize student enrollment and daily assistance to class.
6. LISD will provide daily attendance records to Head Start personnel.
7. LISD will provide breakfast and lunch in the shared classrooms. The Family Style Program will be utilized during the students' lunch time.
8. LISD will provide one teacher for each of the four (4) pre-kindergarten classrooms. It is understood and agreed to by the parties that these teachers shall remain employees of LISD and not employees of Webb County and shall be subject to all of LISD's policies, regulations, and procedures. LISD shall be responsible for the evaluation of the teachers provided pursuant to this Agreement.
9. LISD retains the right to direct Head Start to immediately remove and replace any Head Start teacher assistant working in LISD's pre-kindergarten classrooms.
10. LISD shall invoice Head Start in the amount of \$25,000.00 per integrated teacher for a total of \$100,000.00 per year, to be made in twelve (12) equal monthly installments beginning on September 1, 2013. This agreement will automatically renew on a month to month yearly basis with the final contract end date of August 31, 2018.

**d. Rights and Responsibilities of Head Start**

1. Head Start shall pay to LISD the amount of \$100,000.00 per year, to be made in twelve (12) monthly installments each year. Head Start shall pay each monthly installment within thirty (30) days of its receipt of LISD's invoice.
2. Head Start will provide one teacher assistant for each of the four (4) classrooms. Head Start shall pay the full salary and benefits for each of their classroom teacher assistants. It is understood and agreed to by the parties that these teachers shall remain employees of Head

Start and not employees of LISD. The teacher assistants provided by Head Start are not entitled to receive employee benefits of any kind from LISD, including, not limited to, unemployment compensation, workers' compensation, health insurance, or retirement benefits. Head Start assumes full responsibility for workers compensation insurance (or alternative) and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Head Start and its employees. Head Start shall be responsible for the evaluation of its teacher assistants provided pursuant to this Agreement.

3. Head Start may provide a snack to the students in the shared classrooms through Head Start's nutritional program.
4. Head Start's teacher assistants in the integrated classrooms will meet the SB9 fingerprint, licensing, and criminal history requirements.
5. Head Start teacher assistants will complete and submit to LISD the LISD Parent Volunteer Form, TB Questionnaire, Criminal History Authorization Form and the DPS Computerized Criminal History Verification Form.

e. **PEIMS/ADA (average daily attendance)**

LISD shall remain responsible for PEIMS/ADA (average daily attendance) reporting requirements for each of its students participating in the Program, and LISD will claim ADA in accordance with pre-kindergarten guidelines. Students in shared classrooms will adhere to the LISD scholastic year calendar. LISD will comply with all TEA accountability system requirements for the students.

f. **Confidentiality of Student Information**

1. Both Parties agree to maintain, in accordance with all applicable federal, state, and local laws, records of all LISD students. The parent(s) of any authorized student shall have access to his or her child's records. Any LISD/Head Start employee with a legitimate educational interest in any students' records, as maintained by the Program, shall have access to the said records.
2. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and LISD Board Policy series FL, all records relating to LISD students, which are generated or maintained by any employee of the Program, shall be considered education records, whether or not the records are generated at the respective school district. Both parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and LISD/Head Start Board Policy series FL. The Parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

**g. Notices**

Notices to the parties hereto required or appropriate under this Agreement shall be deemed sufficient if in writing and faxed or mailed, registered or certified mail, postage prepaid, addressed to:

TO:

Laredo Independent School District  
Attn: Dr. A. Marcus Nelson, Superintendent  
1702 Houston Street  
Laredo, Texas 78040

TO:

Webb County Head Start  
Attn: Mrs. Aliza Oliveros, Executive Director  
5904 West Drive Suite 7  
Laredo, Texas 78041

**h. General Conditions:**

**1. No Partnership or Joint Venture**

This Agreement does not create a partnership or a joint venture between the Parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party, except as agreed in this MOU.

**2. Partial Invalidity**

If any provision, section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or the application of same to any person or set of circumstances, shall, for any reason, be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

**3. Integration**

This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms of this Agreement must be in writing and signed by the parties.

#### **4. Indemnification**

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that Webb County is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding Webb County's liability beyond the statutory limits of the Texas Tort Claims Act of under existing law, and furthermore, without waiving Webb County's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, shall indemnify and hold harmless LISD and LISD's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising from Webb County's own acts of negligence in carrying out its obligations under this Agreement.

#### **5. Law of Texas**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

#### **6. Amendment**

No changes to this Agreement shall be made except upon written agreement of both parties.

#### **7. Headings**

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

#### **8. No Waiver**

No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any here of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power, or privilege.

#### **9. Counterparts**

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.



## **10. Rule of Construction**

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

## **11. No Waiver of Immunity**

Neither Head Start nor LISD waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

## **12. Legal Compliance**

The parties hereto agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the Juvenile Justice Programs applicable to school district and/or County Juvenile Probation Departments. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform to the requirements of such law, regulation, or rule.

## **13. Prohibition Against Assignment**

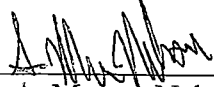
There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

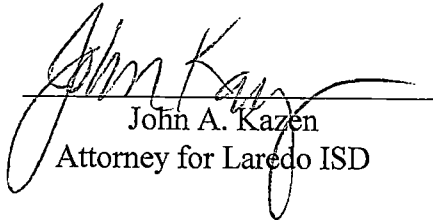
Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

WEBB COUNTY HEAD START

BY: \_\_\_\_\_  
Mrs. Aliza Oliveros  
Executive Director

THE LAREDO INDEPENDENT  
SCHOOL DISTRICT

BY:   
A. Marcus Nelson, Ed.D.  
Superintendent of Schools

  
John A. Kazen  
Attorney for Laredo ISD

COUNTY OF WEBB:

\_\_\_\_\_  
Hon. Danny Valdez  
Webb County Judge

7  
ATTEST:

---

Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

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Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

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**Item No.18. Discussion and possible action to approve the following line item transfer:**

<b>From: 001-1101-6205</b>	<b>Materials and Supplies</b>	<b>\$4,000</b>
<b>To: 001-1101-6011</b>	<b>Training and Education</b>	<b>\$4,000</b>

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> 06/14/2013	<b>Proposed for Agenda of:</b> 06/24/2013
<b>Initiated By:</b> Marco A. Montemayor Name  <u>Webb County Attorney's Office</u> Entity/Organization	<b>Staff Source:</b> Marco A. Montemayor  Department Head <u>Webb County Attorney's Office</u>
<b>Subject:</b> Discussion and possible action to approve the following line item transfer:  From: 001-1101-6205      Materials and Supplies      \$4,000.00  To:    001-1101-6011      Training and Travel      \$4,000.00	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> _____ <b>Fund number:</b> <b>Balance:</b>	

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**Honorable Isidro Alaniz, District Attorney**

**Item No.19. Discussion and possible action to approve the following forfeited vehicles for official use. The vehicles will be added to the fleet of the District Attorney's Office**

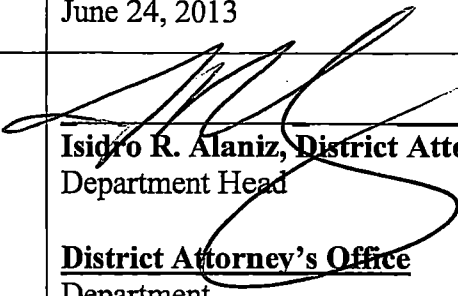
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**[Account #001-1100-6204]**

**2007 Dodge Durango  
2012 Ford Edge**

**VIN #1D8HD38K97F530684  
VIN #2FMDK3KC5CBA43753**

**COMMISSIONERS COURT AGENDA ITEM**

<p><b>Date Submitted:</b> June 14, 2013</p>	<p><b>Proposed for Agenda of:</b> June 24, 2013</p>
<p><b>Initiated By:</b> <u>Isidro R. Alaniz</u> District Attorney Name: <u>District Attorney's Office</u> Entity/ Organization</p>	 <p><b>Isidro R. Alaniz, District Attorney</b> Department Head  <u>District Attorney's Office</u> Department</p>
<p><b>Subject:</b> Discussion and possible action to approve the following forfeited vehicles for official use:</p> <ul style="list-style-type: none"> <li>• 2007 Dodge Durango VIN#1D8HD38K97F530684</li> <li>• 2012 Ford Edge VIN#2FMDK3KC5CBA43753</li> </ul> <p>The vehicles will be added to the fleet of the District Attorney's Office.</p>	
<p><b>Background:</b> The vehicles were forfeited to the District Attorney's Office. The vehicles will be placed for official use in accordance with Texas Code of Criminal Procedure.</p>	
<p><b>Previous Court Action:</b> None</p>	
<p><b>Financial Impact:</b> It will affect account 001-1100-6204</p>	
<p><b>Budget Account Number:</b>  Fund number: 001-1100-6204  Balance:</p>	

**ISIDRO R. ALANIZ**

DISTRICT ATTORNEY  
49TH JUDICIAL DISTRICT  
COUNTIES OF

**ZAPATA COUNTY**  
BOX 2314 STOP 2314  
ZAPATA, TEXAS 78076  
(956) 765-8905



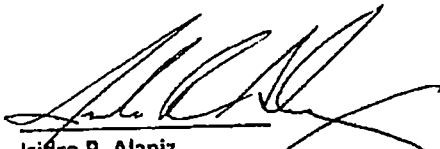
**WEBB COUNTY**  
P.O. BOX 1343  
LAREDO, TEXAS 78042-1343  
(956) 523-4900  
FAX (956) 523-5054  
(956) 523-5070  
(956) 523-5129

January 29, 2013

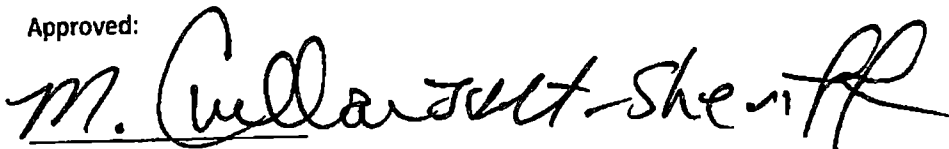
Hon. Martin Cuellar  
Webb County Sheriff

RE: Assignment of a 2007 Dodge Durango VIN#1D8HD38K97F530684, Cause No. 2011CVK001539D3

On August 6, 2012 the above reference vehicle was awarded through judgment of forfeiture by default by the Honorable Elma Teresa Salinas Ender 341<sup>st</sup> Judicial District Court, to the State of Texas through the Office of the District Attorney of Webb County. The vehicle was seized by the Webb County Sheriff's Office. The Webb County District Attorney is respectfully requesting this vehicle to be assigned to our office to be used for law enforcement purposes.

  
Isidro R. Alaniz  
Webb County District Attorney

Approved:

  
Martin Cuellar  
Webb County Sheriff



ESTHER DEGOLLAN  
CLERK OF THE DISTRICT  
& COUNTY COURTS  
2012 AUG 21 AM 9:20

FILED  
WEBB COUNTY, TEXAS

CAUSE No. 2011CVK001539 D3

STATE OF TEXAS

IN THE DISTRICT COURT

v.

2007 BLACK DODGE DURANGO

341st JUDICIAL DISTRICT

VIN# 1D8HD38K97F530684

2003 WHITE CHEVY VAN

VIN# 1GCFG25X331217693

WEBB COUNTY, TEXAS

**AGREED FINAL JUDGMENT OF FORFEITURE**

On July 30, 2012, the above-styled and numbered cause was considered. The State of Texas, Plaintiff, appeared by her Assistant District Attorney, and the Respondents, Alan Eduardo Salinas, Amando Salinas and Luis H. Hernandez, appeared by their attorney, Jose Salvador Tellez, II. A jury was waived and all matters of fact and things in controversy were submitted to the Court. The parties announced to the Court that they have reached an agreement, and asked the Court to approve the same. It appearing to the Court that said agreement is just and right, and it further appearing that the Court has jurisdiction of the subject matter and the necessary parties, said agreement is hereby approved. The Court finds that Respondents LOUIS H. HERNANDEZ and ALAN EDUARDO SALINAS, are the possessors of the 2003 WHITE CHEVY VAN, and the Court further finds that the vehicle is contraband and is subject to forfeiture pursuant to Chapter 59 of the Code of Criminal Procedure. The Court further finds that the Respondents AMANDO SALINAS and ALAN EDUARDO SALINAS are the possessors of the 2007 DODGE DURANGO, and the Court further finds that the vehicle is contraband and is subject to forfeiture pursuant to the same chapter.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that any and all interest of the Respondents in 2003 WHITE CHEVY VAN and the 2007 DODGE DURANGO, is hereby forfeited to the State of Texas, with the attorney representing the state acting as the agent for the state, to be disposed of, in accordance with Article 59.06 of the Texas Code of Criminal Procedure, and the terms of the local agreement between the attorney representing the state and local law enforcement agencies. It is further ORDERED that the Texas Department of Motor Vehicles shall issue good title to the 2003 WHITE CHEVY VAN, having VIN# 1GCFG25X331217693, and the 2007 DODGE DURANGO, having VIN# 1D8HD38K97F530684, to the District Attorney's Office for the 49th Judicial District as agent of the State of Texas.

It is further ORDERED, ADJUDGED, and DECREED that all costs are assessed against the party incurring same. All other relief not expressly granted herein is denied.

SIGNED this 9th day of August, 2012.

*[Handwritten Signature]*  
JUDGE PRESIDING



09/26/2011

SCANNED / FAXED U.S. DEPARTMENT OF HOMELAND SECURITY  
Bureau of Customs and Border Protection

VSE

DATED: 06/07/2013

DISPOSITION ORDER

Tc-96-001, Tc-01-032

CBP  OFO  ICE  IIRS  USSS  USCG  OTHER

Contractor  
 Seizing Agency

1. SEACATS Seizure Case No. **2013-2304-0-00081-01**  
2. Agency Tracking No. **LAREDO**  
3. Date **6/7/2013**

4. DISPOSITION INSTRUCTIONS:  
 REMIT  SELL  TRANSFER  DESTROY  MANIPULATION  
 Owner/Violator  Export Only  To Treasury Agency Attach CF4613 (Complete Block 6)  
 Authorized Agent  Quick Sale  Other Federal Agency Order to Destroy (Complete Block 6)  
 Lien-Holder  Interlocutory  State & Local Law Enforcement Agency (Complete Block 6)  
 Court Directed  Donation to Charitable Institution (Complete Blocks 6 & 7)  
 ASSET SHARING ((Complete Block 6))  
 OTHER (Complete Block 6)

(Please Print) Liza Lopez, Fines, Penalties, & Forfeitures Officer  
FP&F Officer or Other Authorized Representative Agency

Patricia Martinez  
Signature

Contractor Office Telephone Number AC

CBP POC Arturo Cervantes (956) 523-7304

5. IDENTIFICATION OF PROPERTY  
 Only sub-line items listed below  All items in seizure  Only line items listed below  Partial line items quantity listed below

Line Item No.	Description	Unit of Measure	Quantity
002	2012 WHITE FORD EDGE VIN: 2FMDK3KC5CBA43753	EA	1

6. SPECIAL INSTRUCTIONS:  Waive all costs  Waive SCA only - Reason:

7. RELEASE PROPERTY TO:  
Name of Agency/Organization: 49<sup>th</sup> Judicial District Attorneys Office TEL NO. (956) 523-4487  
Name of Individual: CFO David Sanchez or duly authorized agent  
Address(City, State, Zip Code): 1110 Victoria Suite 401, Laredo, TX 78041

Caution: Property will be released ONLY to person named in block 7 unless an agent is authorized. Approved agents must have proof of identification and a letter of authorization from person identified in block 7.

Remit  Sell  Transfer  Destroy  Manipulate  Other Drivers License or Passport Number: \_\_\_\_\_

8. DISPOSITION ACCOMPLISHED  
Date Accomplished: \_\_\_\_\_ Charges Paid \$ \_\_\_\_\_ Sale Price Received \$ \_\_\_\_\_

(Print) Subcontractor Name \_\_\_\_\_ Signature \_\_\_\_\_ (Print) Person Receiving Property Name \_\_\_\_\_ Signature \_\_\_\_\_

(Print) Contractor Name \_\_\_\_\_ Signature \_\_\_\_\_ (Print) Seizing Agency Representative \_\_\_\_\_ Signature \_\_\_\_\_

9. CONTRACTOR/SEIZING AGENCY REPRESENTATIVE AUTHENTICATION:

(Print) Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

INSTRUCTIONS TO OWNER/LIENHOLDER: This property is in the custody of the Bureau of Customs and Border Protection seized property contractor. Reimbursement of costs incurred by the Seizing Treasury Agency for property management services is required. These charges must be paid by cash or cashier's check. All cashier's checks must be made payable to "Department of the Treasury/VSE Agent." NOTE: Anyone acting as an agent of the owner/lienholder must have proof of identity and letter of authorization to claim the property. Personal checks, business checks or money orders are not acceptable.

**VSE CORPORATION**  
**U.S. TREASURY SEIZED PROPERTY PROGRAM**

TO: Liza Lopez  
FROM: VSE  
DATE: 6/7/2013

Seizure Number: 2013230400008101  
Lines: 002

Cost to Collect:

<u>Primary</u>	<u>Alternate</u>	<u>Alternate</u>
<u>\$995.17</u>	<u>\$1,055.77</u>	<u>\$1,112.33</u>
VALID THROUGH	VALID THROUGH	VALID THROUGH
06/20/2013	07/05/2013	07/19/2013

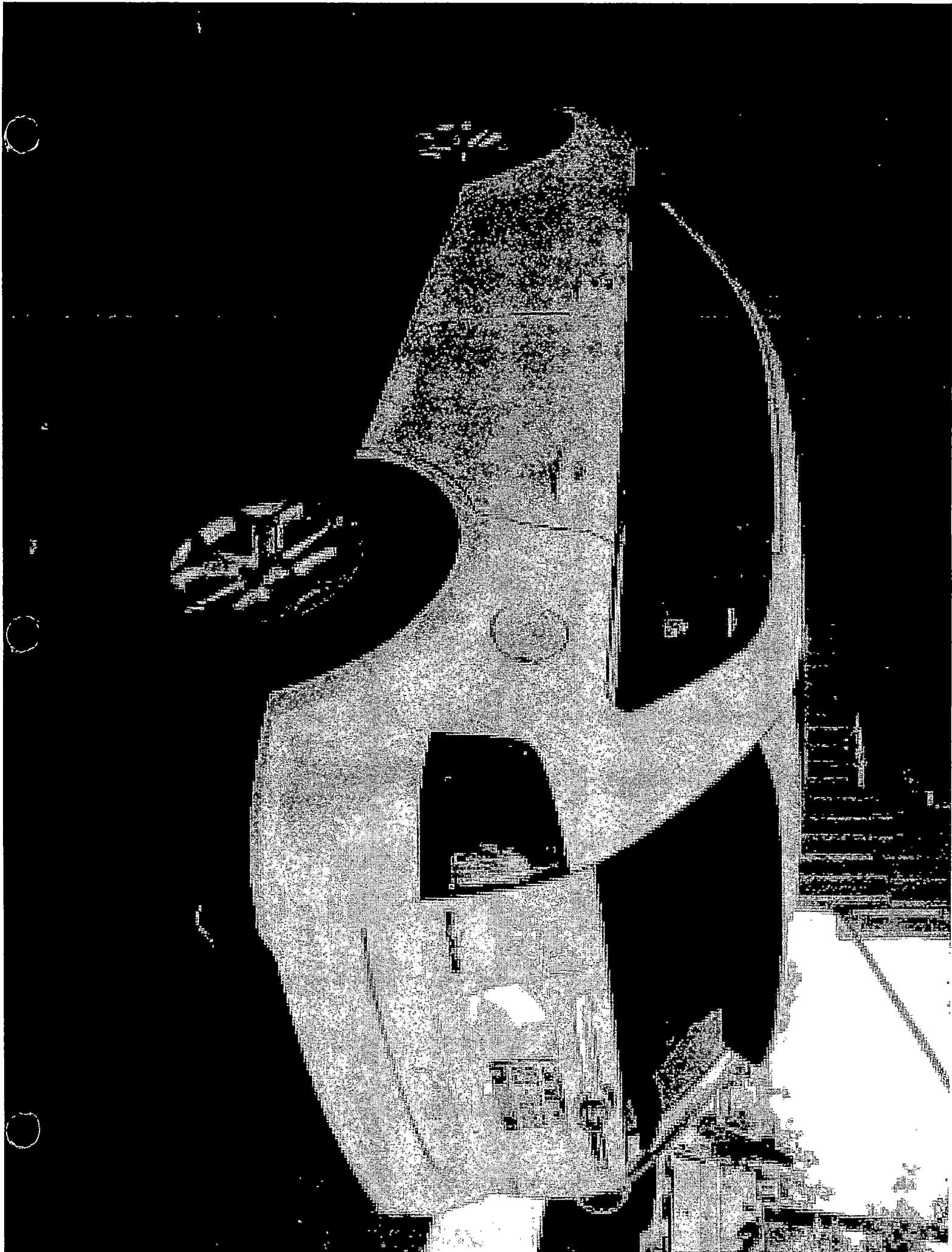
ALL Payments must be Cashier's Check or Official Bank Check

Cashier's checks are to be made out to: U.S. Department of Treasury/VSE Corporation

Estimated or actual holding costs must be recalculated if property is to be released or release is attempted after the alternate release date.







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**Honorable Ricardo Rangel, Justice of the Peace Pct. 2 Pl. 2**

**Item No.20. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-1045-5601</b>	<b>Administrative Travel</b>	<b>\$2,000</b>
	<b>001-1045-6011</b>	<b>Training &amp; Education</b>	<b><u>\$ 400</u></b>
			<b>\$2,400</b>
<b>To:</b>	<b>001-1045-6205</b>	<b>Materials &amp; Supplies</b>	<b>\$1,400</b>
	<b>001-1045-6004-2</b>	<b>Cell Phone Cost</b>	<b><u>\$1,000</u></b>
			<b>\$2,400</b>

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Cmr. Galo motioned to approve items #18, #19, and #20 and to make sure to add #19 to the fleet list. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 13, 2013	<b>Proposed for Agenda of:</b> June 24, 2013												
<b>Initiated By:</b>  Name; Judge Ricardo Rangel  _____ Entity/Organization	<b>Staff Source:</b>  _____ Department Head Ricardo Rangel  _____ Department; Justice of the Peace Pct 2, PL 2												
<b>Subject:</b> Discussion and possible action to approve the following line item transfer:  <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>From:</b></td> <td style="width: 45%;">001-1045-5601    Administrative Travel</td> <td style="width: 40%; text-align: right;">\$2,000.00</td> </tr> <tr> <td></td> <td>001-1045-6011    Training &amp; Education</td> <td style="text-align: right;">\$400.00</td> </tr> <tr> <td><b>To:</b></td> <td>001-1045-6205    Materials &amp; Supplies</td> <td style="text-align: right;">\$1,400.00</td> </tr> <tr> <td></td> <td>001-1045-6004-2    Cell Phone Cost</td> <td style="text-align: right;">\$1,000.00</td> </tr> </table>		<b>From:</b>	001-1045-5601    Administrative Travel	\$2,000.00		001-1045-6011    Training & Education	\$400.00	<b>To:</b>	001-1045-6205    Materials & Supplies	\$1,400.00		001-1045-6004-2    Cell Phone Cost	\$1,000.00
<b>From:</b>	001-1045-5601    Administrative Travel	\$2,000.00											
	001-1045-6011    Training & Education	\$400.00											
<b>To:</b>	001-1045-6205    Materials & Supplies	\$1,400.00											
	001-1045-6004-2    Cell Phone Cost	\$1,000.00											
<b>Background:</b>  													
<b>Previous Court Action:</b> None													
<b>Financial Impact:</b> None  Amount Requested:													



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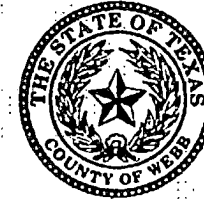
**Honorable Oscar Martinez, Justice of the Peace Pct. 4**

**Item No.21. Discussion and possible action to approve the following line item transfer:**

<b>From: 001-1044-5601</b>	<b>Administrative Travel</b>	<b>\$1,000</b>
<b>To: 001-1044-6205</b>	<b>Materials &amp; Supplies</b>	<b>\$1,000</b>

## COMMISSIONERS COURT AGENDA ITEM

<b>Date Submitted:</b> JUNE 13, 2013	<b>Proposed for Agenda of:</b> JUNE 24, 2013
<b>Initiated By:</b> JUDGE OSCAR O. MARTINEZ Name	<b>Staff Source:</b> <u>JUDGE OSCAR O. MARTINEZ</u> Department Head
<u>JUSTICE OF THE PEACE PCT. 4</u> Entity/Organization	<u>1044</u> Department
<b>SUBJECT:</b>  Discussion and possible action to approve the following line item transfer:  From: Administrative Travel    Acct. No. 001-1044-5601                      \$1,000.00  To:    Materials & Supplies    Acct. No. 001-1044-6205	
<b>Previous Court Action:</b>  None	
<b>Financial Impact:</b>  None-within General Budget	
<b>Budget Account Number: 001-1044-5601</b> Fund number: N/A  Balance: N/A	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>	



**JUDGE**

**OSCAR O. MARTINEZ**

**JUSTICE OF PEACE**

***PRECINCT 4***  
***PLACE 1***

8501 SAN DARIO  
LAREDO, TEXAS  
(956) 721-2510

SIGN IN MDO PLYWOOD .50"  
BEIGE BACKGROUND  
REFLECTIVE GREEN LETTERING  
WEBB COUNTY SEAL IN COLOR AND IN REFLECTIVE VINYL

**\$325.00**

**BREAK THE CIRCLE OF VIOLENCE**

**ROMPE EL CIRCULO DE LA VIOLENCIA**

**HOTLINE: 1 (877) 782-2722  
(956) 712-9590 & 712-9591**



**JUSTICE OF THE PEACE  
PRECINCT 4 AND STAFF**



SIGN IN MDO PLYWOOD .50"  
WHITE BACKGROUND  
REFLECTIVE RED LETTERING  
WEBB COUNTY SEAL IN COLOR AND IN REFLECTIVE VINYL

\$325.00

**Honorable Adrian Cortez, Constable Pct. 3**

**Item No.22. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-2501-5601</b>	<b>Administrative Travel</b>	<b>\$ 500</b>
	<b>001-2501-6011</b>	<b>Training and Education</b>	<b>\$ 700</b>
	<b>001-2501-6004-2</b>	<b>Cell Phones</b>	<b><u>\$ 800</u></b>
			<b>\$2000</b>
<b>To:</b>	<b>001-2501-6403</b>	<b>Vehicles Maintenance</b>	<b>\$ 1500</b>
	<b>001-2501-6205</b>	<b>Materials and Supplies</b>	<b><u>\$ 500</u></b>
			<b>\$ 2000</b>

**Item No.23. Discussion and possible action to approve the transfer of the following equipment to Constable Precinct 2 Department:**

**Five (5) Galls Lite LE Extended Body Armor Level IIIA vests.**

**Items were purchased on August 13, 2012 with purchase order 12-0006230.  
[Pursuant to Texas Local Government Code Section 262.011(j)]**



June 14, 2013

In Re: **Inter-Department Equipment Transfer**

Our office, Webb County Constable Pct. 2, was informed by Constable Pct. 3 Department on their intent to transfer five (5) Galls LITE LE Extended Body Armor Level IIIA vests to our Department. These items were purchased by Pct. 3 on 08/13/2012 (P.O. 12-0006230) and have not been used.

Our office will accept transfer of equipment and requests items to be added to our inventory equipment list. The vests will be utilized by the following Deputy Constables during their regular assigned duties:

- Sgt. Ramiro Martinez
- Officer Sergio Garcia
- Officer Gabriel Martinez
- Officer Julio C. Cavazos
- Officer Gerardo Garcia

For any questions or concerns feel free to contact our office.

A handwritten signature in black ink, appearing to read 'Miguel Villarreal'.

---

**Constable Miguel Villarreal**  
**Webb County Constable Pct. 2**  
**[mivillarreal@webbcountytexas.gov](mailto:mivillarreal@webbcountytexas.gov)**

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**Honorable Martin Cuellar, Sheriff**

**Item No.24. Discussion and possible action to authorize the submission of a joint application with the City of Laredo Police Department for a FY 2013 Justice Assistance Grant (JAG) grant to the Department of Justice in the amount of \$45,027 for equipment, supplies, and other materials at the Webb County jail and designating the Webb County Judge in all matters related to this grant; and any other matters incident thereto. This grant does not require any type of match.**

Cmr. Galo motioned to approve items #21, #22, #23, and #24 as submitted. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <u>Sheriff Martin Cuellar</u> Name <u>Sheriff's Office</u> Entity/Organization	<b>Staff Source:</b> <u>Sheriff Martin Cuellar</u> Name <u>Webb County Sheriff's Office</u> Entity/Organization
<b>Subject:</b> Discussion and possible action to authorize the submission of a joint application with the City of Laredo Police Department for a FY 2013 Justice Assistance Grant (JAG) grant to the Department of Justice in the amount of \$45,027 for equipment, supplies, and other materials at the Webb County jail and designating the Webb County Judge in all matters related to this grant; and any other matters incident thereto. This grant does not require any type of match. [Requested by Webb County Sheriff Martin Cuellar]	
<b>Background:</b> This grant is a joint application with the City of Laredo due to the fact that the Department of Justice has determined that the jurisdiction of Laredo/Webb County has a disparate allocation. A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with incarceration of the municipality's Part 1 violent crimes.	
<b>Previous Court Action:</b> The Webb County Commissioners' Court approves the submission of this grant on a yearly basis.	
<b>Financial Impact:</b> <p align="center">No match required. No impact to the General Fund.</p> Amount Requested:	
<b>Budget Account Number:</b> Fund number: TBA Balance:	
<p align="center"><b>FOR COUNTY JUDGE OFFICE USE ONLY:</b></p>	
<b>Proposed Agenda Number:</b>  _____	





# BJA

**Bureau of Justice Assistance**

## **Edward Byrne Justice Assistance Grant (JAG) Program Fact Sheet**

**JAG Overview:** The Edward Byrne Memorial Justice Assistance Grant (JAG) Program was created as part of the Consolidated Appropriations Act of 2005, which merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program. The JAG Program, administered by the Bureau of Justice Assistance (BJA), is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, and technology improvement, and crime victim and witness initiatives. Since JAG's inception, BJA has processed over 13,000 local and over 400 state applications totaling more than \$5 billion in JAG funding (approximately \$3 billion to states and territories and \$1.8 billion to local units of government). In Fiscal Year (FY) 2012, BJA processed 1,128 local and 56 state applications totaling more than \$287 million in JAG funding (approximately \$193.8 million to states and territories and \$93.6 million to local units of government.)

**Legislation:** Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111 Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program.

**JAG Formula:** The Bureau of Justice Statistics (BJS) calculates, for each state and territory, a minimum base allocation which, based on the congressionally mandated JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government.

**Eligibility and Program Guidance:** All 56 states and territories are eligible, as well as units of local government identified annually in the JAG allocation charts. BJA posts annual JAG program solicitations (program guidance) and allocation charts to its JAG webpage; which also contains a direct link to JAG Frequently Asked Questions, which are updated regularly.

**How/When to Apply:** All applications must be submitted via the Office of Justice Programs (OJP) Grants Management System (GMS). Once available, FY 2013 State and Local JAG solicitations and allocations can be found on the JAG webpage.

**Award Length:** JAG awards are four years in length; extensions are at the discretion of BJA's Director.

**Match Requirement:** Match is not required.

**Reporting Requirements:** JAG recipients are required to submit quarterly performance metrics reports, quarterly Federal Financial Reports (SF-425s), quarterly performance reports, and an annual programmatic performance report. Detailed reporting information can be found here: [JAG Reporting Requirements](#).

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**Item No.25. Discussion and possible action to authorize the submission of a FY 2013 Prison Rape Elimination Act (PREA) Demonstration Project grant application to the Department of Justice in the amount of \$250,000 for personnel, equipment, supplies, and contractual services at the Webb County jail and designating the Webb County Judge in all matters related to this grant; and any other matters incident thereto. This grant requires Fifty (50%) percent match, which will be provided by the Webb County Sheriff's Office through in-kind.**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Cmr. Galo motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <u>Sheriff Martin Cuellar</u> Name <u>Sheriff's Office</u> Entity/Organization	<b>Staff Source:</b> <u>Sheriff Martin Cuellar</u> Name <u>Webb County Sheriff's Office</u> Entity/Organization
<b>Subject:</b> Discussion and possible action to authorize the submission of a FY 2013 Prison Rape Elimination Act (PREA) Demonstration Project grant application to the Department of Justice in the amount of \$250,000 for personnel, equipment, supplies, and contractual services at the Webb County jail and designating the Webb County Judge in all matters related to this grant; and any other matters incident thereto. This grant requires fifty (50%) percent match, which will be provided by the Webb County Sheriff's Office through in-kind. [Requested by Webb County Sheriff Martin Cuellar]	
<b>Background:</b> The PREA Program provides funding to eligible applicants for demonstration projects within confinement settings, including adult prisons and jails; juvenile facilities; community corrections facilities; law enforcement lockups and other temporary holding facilities; and tribal detention facilities. Applicants must successfully communicate a comprehensive approach to the prevention, detection, and response to the incidence of sexual abuse and clearly prioritize gaps which are as of yet unaddressed, either programmatically or through changes in policy and procedures, as they relate to implementation of the PREA standards.	
<b>Previous Court Action:</b> NONE	
<b>Financial Impact:</b> <p align="center">Fifty (50%) match (cash or in-kind) required.</p> Amount Requested:	
<b>Budget Account Number:</b> Fund number: TBA Balance:	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b> _____	

## **PREA Program: Demonstration Projects to Establish “Zero Tolerance” Cultures For Sexual Assault in Correctional Facilities— Specific Information**

The PREA Program provides funding to eligible applicants for demonstration projects within confinement settings, including adult prisons and jails; juvenile facilities; community corrections facilities; law enforcement lockups and other temporary holding facilities; and tribal detention facilities. Applicants must successfully communicate a comprehensive approach to the prevention, detection, and response to the incidence of sexual abuse and clearly prioritize gaps which are as of yet unaddressed, either programmatically or through changes in policy and procedures, as they relate to implementation of the PREA standards.

### **Goals, Objectives, and Deliverables**

The goal of this program is to assist facilities in implementing prevention, identification, and response mechanisms that will reduce the incidence of sexual abuse in confinement facilities. Facilities or systems that have reflected a higher than average number of reported sexual assaults on the annual administrative records review submitted to BJS will be given priority. This program will provide federal assistance to implement comprehensive demonstration projects in local adult and juvenile correctional facilities to meet the PREA requirements of the standards. Objectives under this program include the following:

- Increase awareness of the problem of sexual assault in adult prisons and jails; juvenile facilities; community corrections facilities; law enforcement lockups and other temporary holding facilities; and tribal detention facilities. Identify causes and contributing factors leading to sexual victimization supported by data.
- Track performance indicators to ensure the effective application of policy and implementation of program strategies which achieve compliance with the PREA standards and create a “zero tolerance” within confinement environments.
- Provide resources to develop comprehensive programs, strategies, and policies that will enhance state, local, or tribal government’s abilities to achieve compliance with the PREA standards and eliminate sexual abuse.

The deliverables under this program should include comprehensive demonstration projects with program design elements to reduce sexual abuse and reach the goal of a “zero tolerance” environment. Design elements of a comprehensive response may include the following: policy and practice review and revision; preventative infrastructure and technology enhancements; offender education; victim support services; leadership and cultural examination; data collection; staffing support; and evaluation. Comprehensive demonstration projects, when feasible, should focus on systemic changes as opposed to discrete changes in single facilities or operational practices.

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**Community Action Agency**

- Item No.26. Discussion and possible action to amend the contract between Webb County and Habitat for Humanity of Laredo, Inc. Contract, Colonia Self-Help Center, New Home Construction, to include changes required by the Texas Department of Housing and Community Affairs (TDHCA) Office of Colonia Initiatives (OCI). [Grant TCDP Contract #712003]**

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <u>Juan Vargas, Executive Director</u> Name  <u>Community Action Agency</u> Entity/Organization	<b>Staff Source:</b> <u>Juan Vargas, Executive Director</u> Department Head  <u>Community Action Agency</u> Department
<b>Subject:</b>  Discussion and possible action to amend the contract between Webb County and Habitat for Humanity of Laredo, Inc. Contract, Colonia Self-Help Center, New Home Construction, to include changes required by the Texas Department of Housing and Community Affairs (TDHCA) Office of Colonia Initiatives (OCI)  [Requested by Juan Vargas, Executive Director CAA, Grant TCDP Contract #712003]	
<b>Background:</b>  Habitat for Humanity of Laredo Inc. was awarded \$200,000 to build four (4) new homes. This contract amendment will not affect the total amount of the contract or the number of new homes to be constructed under this contract.	
<b>Previous Court Action:</b>  Commissioner's Court awarded this contract to Habitat for Humanity of Laredo Inc., on 02/11/2013.	
<b>Financial Impact:</b>  <b>None – Grant Funded</b>	
<b>Budget Account Number:</b> Fund number: 508-6500-7046    Balance: \$200,000	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>	

STATE OF TEXAS §

COUNTY OF WEBB §

**Agreement by and Between Webb County  
And  
Habitat for Humanity of Laredo Inc.**

This contract is entered into by and between the County of Webb, a political subdivision of the State of Texas, acting by and through it's County Judge, the Honorable Danny Valdez, as duly authorized by the Webb County Commissioners Court (hereinafter the "County") and the Habitat for Humanity of Laredo Inc. (hereinafter the "Habitat"), a Texas nonprofit organization.

**RECITALS**

**WHEREAS**, HABITAT is an organization that provides various volunteer, educational, and related services by constructing need based housing for the residents of Webb County; and

**WHEREAS**, HABITAT has proposed to the County that in exchange for providing Habitat with certain funds, it will design, plan, and construct a minimum of Four (4) new homes at agreed designated site locations; and

**WHEREAS**, the County has determined that it would be advantageous to the County for the HABITAT to perform these services for its residents; and

**WHEREAS**, the providing of such need based new construction services for the qualifying residents of Webb County constitutes a public purpose and is performed for the general health, interest, and welfare of the citizens of the County,

**NOW, THEREFORE**, the County and HABITAT hereby agree that for and in consideration of the mutual promises herein contained, the parties agree as follows:

The parties do agree and contract as follows:

**ARTICLE 1  
SCOPE OF SERVICES**

HABITAT, covenants and agrees to provide the services set out in full below in a timely manner.

HABITAT will be responsible for constructing a minimum of Four (4) new homes for Colonia residents currently residing in Colonias along Highway 359 by leveraging the County grant fund moneys of Two Hundred Thousand Dollars (\$200,000.00) with their non-profit funds and constructing a minimum of Four (4) new homes from start to finish, and will meet the following requirements:

- 1) The new construction will meet accessibility requirements pursuant to 2306.514 of the Texas Government Code ;

- 2) The new construction must meet at a minimum all the standards of the International Residential Code (IRC);
- 3) The homes must be inspected by a licensed Texas Real Estate Commission (TREC) Inspector. The Inspector must ensure that all new construction homes are complete, safe, and met IRC. A copy of the inspection report must be provided to the homeowner and County;
- 4) The homes to be constructed will be designed to fit the needs of the eligible colonia families in regards to size, property size, and location of infrastructure;
- 5) Leveraging of County grant funds may be provided by Habitat from other donations, grants, contributions, or their own funds; and
- 6) Contract build time must be adhered to. Extensions will not be considered.

Habitat will work with the Community Action Agency Self-Help Center and follow all time, program, and income requirements set forth by the Texas Department of Housing and Community Affairs Office of Colonia Initiatives and Habitat's program guidelines. If there is a conflict between the respective program guidelines the more stringent or restrictive guideline will prevail or the parties will use best efforts to obtain a waiver or reach a compromise as to the conflicting guidelines.

## **ARTICLE 2 PERSONNEL AND EQUIPMENT**

HABITAT, agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the County other than as provided in Article 5. In addition, HABITAT, shall provide all necessary vehicles, utilities, and miscellaneous expenses incurred in performing the scope of services at no additional cost to the County other than as provided in Article 5.

## **ARTICLE 3 REPORT TO COUNTY**

HABITAT, shall submit a detailed quarterly report to the **County Auditor** with copy of same to the **County Treasurer** and the **Community Action Agency Self-Help Center**, which shall identify the services delivered and funds expended under this agreement. Said report shall be submitted to the County no later than One Hundred and Twenty Days (120) following the execution of this agreement.

## **ARTICLE 4 DURATION OF CONTRACT**

This agreement shall begin on the date of signing. Habitat will responsible for selecting the first two (2) applicants and submitting the applicant's information to Webb County for ratification and approval within 90 days following the signing of this agreement. The Additional two (2) applicants and applicant's information should be submitted to Webb County for



ratification and approval no later than one (1) year from the signing of this agreement. Construction shall begin promptly without delay and the homes shall be completed with all required documents provided to Webb County by May, 31<sup>st</sup> 2015.

## **ARTICLE 5 COMPENSATION**

County shall remit payment to HABITAT a total of Two Hundred Thousand Dollars (\$200,000.00) for its services under this agreement, payable at respective stages of construction. All payments shall require a ten percent (10%) retainer that will be released no sooner than thirty (30) days after the final completion date. All payment requests shall require an itemized invoice and Webb County shall conduct an inspection to verify work completion prior to payment.

All inspection, permit and survey costs will be borne by HABITAT.

A basic hazard insurance policy will be purchased for the duration of One (1) year following the completion of the home and the cost will be borne by the homeowner paid through an escrow account managed by HABITAT.

Payment request shall be sent to the Community Action Agency Self-Help Center of Webb County and will be processed and payment remitted within Thirty (30) days.

It is expressly understood and agreed by the parties hereto that the Two Hundred Thousand Dollars (\$200,000.00) is subject to the availability of funds. Two Hundred Thousand Dollars (\$200,000.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by Webb County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary.

## **ARTICLE 6 NON-ASSIGNABILITY**

HABITAT shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of County.

## **ARTICLE 7 ACCESS BY COUNTY TO RECORDS**

HABITAT expressly agrees to maintain complete and accurate financial records of expenditures made by HABITAT and, as requested by the Commissioner's Court, the County Auditor, or their designee, shall make the records available to the Commissioners' Court, County Auditor or their designees, for inspection and review. Additionally, HABITAT shall permit representatives of the County, including but not limited to the County Auditor and independent auditor, access to the names, addresses, services rendered, and all other required documents related to the HABITAT performance under this contract. All such required records shall be

clearly identified and readily accessible to the County for three (3) years after payment under this contract, or after termination of this contract, whichever is later.

**ARTICLE 8  
COUNTY'S RIGHT TO TERMINATE**

This contract may be terminated by County for cause upon giving Habitat 30 days written notice to cure. If Habitat after 30 days fails to cure, title to the home and all work completed and materials purchased shall be transferred to the County without delay in order for the County to complete the home within the State imposed guidelines.

**ARTICLE 9  
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and HABITAT whether written or oral.

**ARTICLE 10  
INDEMNIFICATION**

HABITAT shall indemnify and hold County harmless from any and all claims arising out of the performance of its duties under this agreement.

**ARTICLE 11  
NOTICES**

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail; return receipt requested, postage prepaid as follows:

To County:

County Judge/Executive Administrator  
1000 Houston St.  
Laredo, Texas 78042

and

Marco Montemayor  
Webb County Attorney  
1110 Washington, Suite 301  
Laredo, Texas 78040

HABITAT:

Carol Sherwood

Executive Director  
4703 Warehouse Ln.  
Laredo, Texas 78041

**ARTICLE 12  
SEVERABILITY**

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 13  
LAW OF TEXAS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

**ARTICLE 14  
AMENDMENT**

No changes to this Agreement shall be made except upon written agreement of both parties.

**ARTICLE 15  
HEADINGS**

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

**ARTICLE 16  
WAIVER**

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 17  
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Signed in duplicate originals, both of equal force, on this the \_\_\_\_ day of \_\_\_\_\_, 2013, effective \_\_\_\_\_ of \_\_\_\_\_.

**COUNTY OF WEBB**

**HABITAT FOR HUMANITY OF  
LAREDO INC.**

\_\_\_\_\_  
Honorable Danny Valdez  
Webb County Judge

\_\_\_\_\_  
Carol Sherwood  
Executive Director

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Honorable Margie Ramirez Ibarra  
Webb County Clerk

\_\_\_\_\_  
Honorable Marco Montemayor  
Webb County Attorney

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

STATE OF TEXAS §

COUNTY OF WEBB §

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And  
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- 3) The homes must be inspected by a licensed Texas Real Estate Commission (TREC) Inspector. The Inspector must ensure that all new construction homes are complete, safe, and met IRC. A copy of the inspection report must be provided to the homeowner and County;
- 4) The homes to be constructed will be designed to fit the needs of the eligible colonia families in regards to size, property size, and location of infrastructure;
- 5) Leveraging of County grant funds may be provided by Habitat from other donations, grants, contributions, or their own funds; and
- 6) Contract build time must be adhered to. Extensions will not be considered.
- 7) Habitat will reserve the right to utilize a maximum of \$10,000 per home for Direct Delivery services. Families will receive a \$40,000 forgivable loan towards the construction of their home as a result of this Agreement.

Habitat will work with the Community Action Agency Self-Help Center and follow all time, program, and income requirements set forth by the Texas Department of Housing and Community Affairs Office of Colonia Initiatives and Habitat's program guidelines. If there is a conflict between the respective program guidelines the more stringent or restrictive guideline will prevail or the parties will use best efforts to obtain a waiver or reach a compromise as to the conflicting guidelines.

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ratification and approval within 90 days following the signing of this agreement. The Additional two (2) applicants and applicant's information should be submitted to Webb County for ratification and approval no later than one (1) year from the signing of this agreement. Construction shall begin promptly without delay and the homes shall be completed with all required documents provided to Webb County by May, 31<sup>st</sup> 2015.

## **ARTICLE 5 COMPENSATION**

County shall remit payment to HABITAT in a total of Two Hundred Thousand Dollars (\$200,000.00) for its services under this agreement, payable at respective stages of construction as references below:

### **Payment #1 = \$ 18,000 less \$ 1,800.00 retainer**

- Secure all required Permits (Provide copies to Webb County)\*
- Foundation Poured and inspected (Provide Inspection Copy to Webb County)\*
- Plumbing Rough-In (Provide Plumbing Inspection Copy to Webb County)\*
- Direct Delivery Expenses (\$2,000)

### **Payment #2 = \$ 20,000 less \$ 2,000.00 retainer**

- Framing (Provide Inspection Copy to Webb County)
- Roof
- Plumbing and electrical (Provide rough-in Inspection Copy to Webb County)\*
- Insulation (Provide Inspection Copy to Webb County)\*
- Soil testing (provide testing report Copy to Webb County)
- Direct Delivery Expenses (\$4,000)

### **Payment #3 = \$ 12,000 less \$ 1,200.00 retainer**

- Sheetrock, Tape, Float & Texture
- Interior Finish Work (trim, light fixtures, paint)
- Sidewalks and driveway (Provide Inspection Copy to Webb County) (Applicable only inside the City Limits of Laredo)
- Windows
- Siding
- Exterior Paint & landscaping
- Flooring
- Bath (shower/tub, toilet, sink and fixtures)
- Kitchen Cabinets, Appliances, Fixtures
- Fencing (Applicable only inside the City Limits of Laredo)
- HVAC and Hot Water Heater
- Final Electrical & Plumbing Inspections (Provide Inspection Copy to Webb County)\*
- Direct Delivery Expenses (\$4,000)

**Payment #4 = Retainer Payment \$ 5,000**

- Evidence of Property Insurance
- Certificate of Occupancy
- Limited Warranty Agreement
- Lot Survey

\*Inspections and Permits required by City of Laredo\*

All inspection, permit and survey costs will be borne by HABITAT.

A basic hazard insurance policy will be purchased for the duration of One (1) year following the completion of the home and the cost will be borne by the homeowner paid through an escrow account managed by HABITAT.

Payment request shall be sent to the Community Action Agency Self-Help Center of Webb County and will be processed and payment remitted within Thirty (30) days.

It is expressly understood and agreed by the parties hereto that the Two Hundred Thousand Dollars (\$200,000.00) is subject to the availability of funds. Two Hundred Thousand Dollars (\$200,000.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by Webb County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary.

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ACCESS BY COUNTY TO RECORDS**

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**ARTICLE 8  
COUNTY'S RIGHT TO TERMINATE**

This contract may be terminated by County for cause upon giving Habitat 30 days written notice to cure. If Habitat after 30 days fails to cure, title to the home and all work completed and materials purchased shall be transferred to the County without delay in order for the County to complete the home within the State imposed guidelines.

**ARTICLE 9  
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and HABITAT whether written or oral.

**ARTICLE 10  
INDEMNIFICATION**

HABITAT shall indemnify and hold County harmless from any and all claims arising out of the performance of its duties under this agreement.

**ARTICLE 11  
NOTICES**

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail; return receipt requested, postage prepaid as follows:

To County: County Judge/Executive Administrator  
1000 Houston St.  
Laredo, Texas 78042

and

-----  
Marco Montemayor  
Webb County Attorney  
1110 Washington, Suite 301  
Laredo, Texas 78040

HABITAT: Carol Sherwood  
Executive Director  
4703 Warehouse Ln.  
Laredo, Texas 78041

**ARTICLE 12  
SEVERABILITY**

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 13  
LAW OF TEXAS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

**ARTICLE 14  
AMENDMENT**

No changes to this Agreement shall be made except upon written agreement of both parties.

**ARTICLE 15  
HEADINGS**

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

**ARTICLE 16  
WAIVER**

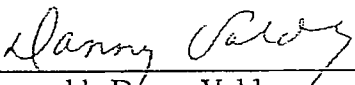
The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 17  
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Signed in duplicate originals, both of equal force, on this the 13<sup>th</sup> day of February, 2013, effective February 13 of 2013.

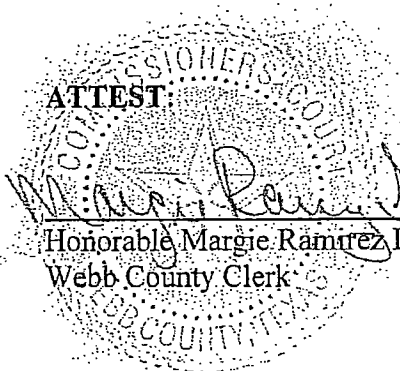
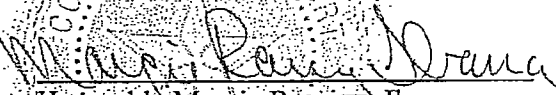
**COUNTY OF WEBB**

  
\_\_\_\_\_  
Honorable Danny Valdez  
Webb County Judge


**HABITAT FOR HUMANITY OF  
LAREDO INC.**

  
\_\_\_\_\_  
Carol Sherwood  
Executive Director

**ATTEST:**

  
  
\_\_\_\_\_  
Honorable Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Honorable Marco Montemayor  
Webb County Attorney

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Planning

2013 MAR 20 AM 10:28  
COUNTY ATTORNEY

Item No.43. Discussion and possible action to issue a "Certificate of Compliance with Plat Requirements" to authorize electrical service connections pursuant to Section 232.029 (b), L.G.C., contingent upon receipt of documentation from the City of Laredo evidencing decommissioning of existing septic systems and evidence of water consumption for the following subject properties:

1. Lot 20, Block 7, Pueblo Nuevo Subdivision (Application ID 2344). Approval limited to one (1) additional dwelling for a total of two (2) dwellings only unless replatted.

Purchasing

Item No.44. Discussion and possible action to approve the fillings of the following Slots, subject upon the availability of payroll funds and any applicable Civil Service timelines and rules:

<u>Slot#</u>	<u>Title</u>	<u>Hourly Rate</u>
0116	Procurement Assistant 1	\$11.84
0880	Central Store/Buyer/Trainer	\$12.26

Discussion on file at the Webb County Clerk's Office February 11, 2013 Commissioners Court Meeting DVD.

Cmr. Tijerina motioned to approve items #43 and #44 as submitted. Cmr. Montemayor seconded the motion.

Motion carried 5-0 by unanimous consent.

Item No.45. Discussion and possible action to award RFP 2013-001 "New Home Construction built by 501(c) (3) Non-Project Corporation to Habitat for Humanity of Laredo, Inc., contingent upon the approval of Colonia Self-Help Center Contract #712003 Environmental Assessment. [Requested by Juan Vargas, Webb County Economic Development Director; Contract #712003 (Grant TCDP)]

Cmr. Galo motioned to approve item as submitted. Cmr. Tijerina seconded the motion.

Motion carried 5-0 by unanimous consent.

Item No.46. Discussion and possible action to authorize the Purchasing Agent to solicit bids for the following contract:

Bid 2014-32 "Annual Contract for Propane"

Item No.47. Discussion and Possible Action to authorize to award for the following contract:

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**Item No.27. Discussion and possible action to approve to posting and filling of Slot #2743 for Administrative Budget Technician to be funded from the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant Program (CSBG), at a wage rate of \$10.00 per hour, full-time regular employee at 40 hours per week effective June 24, 2013. [Accounts #911-4200-3501 and #920-4202-5601]**

## COMMISSIONERS COURT AGENDA ITEM

<b>Date Submitted:</b> June 12, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <b>Mr. Juan Vargas</b> Webb County Community Action Agency  Entity/Organization	<b>Staff Source:</b> <u>Mr. Juan Vargas</u> Department Head <u>Administration</u> Department
<b>Subject:</b> Discussion and possible action to approve to post and fill One (1) Slot # 2743 for Administrative Budget Technician to be funded from the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant Program (CSBG), at a wage rate of \$10.00 per hour, full-time regular employee at 40 hrs per week effective June 24, 2013.  No impact to the General Fund.  Requested by Mr. Juan Vargas <div style="text-align: right;">Account Number: 911-4200-3501 920-4202-5601</div>	
<b>Background:</b>   	
<b>Financial Impact:</b> None	
<b>Budget Account Number:</b> Fund number: 911-4200-3501 and 920-4202-5601	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>   	

**WEBB COUNTY  
JOB DESCRIPTION**

**CERTIFIED**

**OCT 01 2012**

**TITLE:** Administrative Budget Technician  
**DEPARTMENT:** Community Action Agency  
**SLOT NUMBER:** 2743  
**REVISION DATE:** October 01, 2012

By Webb County  
Civil Service Commission

**JOB SUMMARY:**

Coordinates and manages program direct client services and expenditures and related monthly reports; and ensures that all program guidelines are in compliance with established local, state and federal agencies. The Administrative Budget Technician coordinates and maintains effective payment processing procedures including but not limited to maintaining and seeking vendor agreements with State Energy Providers, verifies each processed commitment for accuracy before a pledge is submitted, submits pledges to the energy providers based on allowable expenses per program, maintains accurate financial logs for each of the community centers, maintains a accurate number of amounts pledged per month per energy provider, issues maintains an accurate number of payments processed through the Auditor's office and processes all Request for Payments. The Administrative budget technician shall maintain harmonious working relationships with other agency employees. The Administrative Budget Technician shall report directly to the CSBG project coordinator and ensures that departmental goals and objectives are established and are synchronous with Agency goals and objectives.

**CHARACTERISTIC/ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Shall prepare monthly direct client services expenditure reports.
- Shall submit monthly expenditure reports to the Funding Agencies.
- Shall maintain accurate financial logs for all community centers.
- Shall maintain a Vender Agreement log which shall be reset on an annual basis.
- Shall maintain accurate numbering system for all requests for payments.
- Shall review all commitments and attached documentation for program expenditure compliance and make the necessary adjustments.
- Shall verify the submission of all pledges to the relevant Energy Provider and insure they are accurate and in a timely manner.
- Is responsible for the preparation of all Direct Client Services request for payments in accordance with program guidelines.
- Shall verify the submission of necessary vendor documentation to the Treasurer's Department for the processing of payments.
- Shall perform other duties as assigned by the Executive Director.
- Will be responsible for reporting any wrong doing, tampering with government records, suspected fraud or any program violations to the Executive Director. If the Executive Director is suspected of any of the above violations, then reporting will be made to the Advisory Board President.
- Must be able to maintain a high level of Confidentiality.
- Good personal appearance.

**QUALIFICATIONS STANDARDS:**

- Must possess a Bachelor's degree from an accredited college or university.
- Must have 1 year experience of Office Management skills.
- Must have 1 year experience of Record keeping.

**SKILLS AND ABILITIES:**

- Ability to communicate in English and Spanish.
- Knowledge in Computers and related programs such as MS Word, Excel, Power Point and Windows operating systems.
- Knowledge of office equipment.

**PHYSICAL REQUIREMENTS:**

- Must be able to sit or stand for prolonged periods of time.
- Must be able to lift 25 lbs.

**OTHER REQUIREMENTS/INFORMATION:**

- Must possess a valid and current Texas driver's license.
- Drug and Alcohol Policy applies to this job. Pre-employment drug/alcohol testing, Motor Vehicle Record (MVR) and criminal background checks are required.
- This position is covered by Civil Service; therefore, is subject to the Civil Service Rules and Regulations in addition to all other Webb County Policies.

**SUPERVISORY:**

- Supervised directly by CSBG Project Coordinator.

**ACKNOWLEDGEMENT:**

**The undersigned have read discussed, and understand the full meaning of this job description and agree to abide by all terms and conditions herein expressed or implied.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**Item No.28. Discussion and possible action to approve the Office of Budget and Management (OMB) A-87, Attachment B8 (h) Personnel Activity Reports Policy for the Webb County Community Action Agency employees whose compensation is charged, in whole or in part, to one or multiple funding sources as required by Texas Department of Housing and Community Affairs (TDHCA).**

Cmr. Galo motioned to approve items #26, #27, and #28 as submitted. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 18, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <u>Mr. Juan Vargas</u> Name  <u>Community Action Agency</u> Entity/Organization	<b>Staff Source:</b> <u>Juan Vargas</u> Department Head  <u>Community Action Agency</u> Department
<b>Subject:</b> Discussion and possible action to approve the Office of Budget and Management (OMB) A-87, Attachment B8 (h) Personnel Activity Reports Policy for the Webb County Community Action Agency employees whose compensation is charged, in whole or in part, to one or multiple funding sources as required by Texas Department of Housing and Community Affairs (TDHCA).  No impact to the General Fund. [Requested by Juan Vargas;            Account Number:	
<b>Background:</b>	
<b>Previous Court Action:</b>  None.	
<b>Financial Impact:</b>  No impact to the General Fund.	
<b>Budget Account Number:</b> Fund number:	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>  _____	

# **Webb County Community Action Agency**

## **Personnel Activity Report Policy**

The Community Action Agency has developed this policy in order to comply with the OMB Circular A-122, Attachment B, (8)m, (1-4) All CAA employees will complete the attached Personnel Activity Report that abides by the following standards:

- A. The reports must reflect an after-the-fact determination of the actual activity of each employee. Budget estimates (i.e., estimates determined before the services are performed) do not qualify as support for charges to awards. All documented hours per activity must be actual tasks and hours carried out for the identified date.
- B. Each report must account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization. This includes hours paid under leave identified under the Webb County Policies and Procedures. All hours paid must be accounted for and identified in the Activity Report.
- C. The reports must be signed by the individual employee, and by a responsible supervisory official having firsthand knowledge of the activities performed by the employee, that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports.
- D. The reports must be prepared at least monthly and must coincide with one or more pay periods. All Timesheets submitted must have an attached Activity Report that reflects the hours charged to each of the available CAA programs.

# COMMUNITY ACTION AGENCY WEBB COUNTY DAILY TIME RECORD

Name: \_\_\_\_\_

Pay Period Ending: 27-Jun-13

Dept: Administration

County ID #: \_\_\_\_\_

Date	Time In	Time Out	Time in	Time Out	Time in	Time Out	Total Hours
14-Jun							
Saturday							
Sunday							
17-Jun							
18-Jun							
19-Jun							
20-Jun							
Total Weekly Hours:							

CSBG	CEAP Administration	CEAP Assurance 16	Other	Total Hours
Total Weekly Hours:				

Date	Time In	Time Out	Time in	Time Out	Time in	Time Out	Total Hours
21-Jun							
Saturday							
Sunday							
24-Jun							
25-Jun							
26-Jun							
27-Jun							
Total Weekly Hours:							

CSBG	CEAP Administration	CEAP Assurance 16	Other	Total Hours
	County Holiday			
Total Weekly Hours:				

I certify that the above record of my hours worked are true and correct according to the best of my knowledge and belief. Total hours per funding source per pay period

--	--	--	--	--

CSBG    CEAP -ADMIN    CEAP- A-16    OTHER    TOTAL HRS

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
Executive Director

Supervisor

\*\* Sick Leave, Comp-Time, Annual Leave, Funneral Leave, Jury Duty, and Personal Holiday is documented under CSBG

## Personnel Timesheet

**INSTRUCTIONS:** Enter % of salary assigned to each grant and grant #. Enter hours worked in quarter hour increments. Enter total time worked for each day in the appropriate column. For all hours worked, enter each grant and the description of work activity.

Agency Name: WEBB COUNTY CAA/CSS DEPT.

Employee / Volunteer Name: \_\_\_\_\_

Month / Year: Jun-13

Grant #	CSBG	Grant #	CEAP Assurance 16
% Assigned		% Assigned	% Assigned

Grant #	Description of Work Activity	Day of the Month																															Total	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
CSBG	CALLS																																	0
	APPOINTMENTS																																	0
	CSBG - INTAKE																																	0
	Referrals																																	0
	Training																																	0
	OUTREACH																																	0
	OFFICE WORK																																	0
	meeting																																	0
non CEAP	payment processing																																	0
	donation application																																	0
	Annual Leave																																	0
	Sick Leave																																	0
	Personal Holiday																																	0
	Comp. Time																																	0
	Holiday Leave																																	0
	Leave Without Pay																																	0
CEAP																																		0
Assurance	Energy conservation																																	0
16	budget counseling																																	0
	Needs Assessment																																	0
	CEAP referral																																	0
	Vendor pymt processing																																	0
CEAP																																		0
admin	CEAP-INTAKE																																	0
	CEAP information given																																	0
	CEAP- Application update																																	0
	program projections																																	0
	budget, projection																																	0
	Program- dev. Activities																																	0
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Employee / Volunteer Signature \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

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**Engineer**

**Item No.29. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>010-0115-5601</b>	<b>Administrative Travel</b>	<b>\$3,500</b>
	<b>010-0115-6004</b>	<b>Telephone</b>	<b>\$2,000</b>
	<b>010-0115-6005</b>	<b>Postage</b>	<b><u>\$1,000</u></b>
			<b>\$6,500</b>
<b>To:</b>	<b>010-0115-6202</b>	<b>Uniforms</b>	<b>\$1,000</b>
	<b>010-0115-6205</b>	<b>Materials &amp; Supplies</b>	<b>\$3,500</b>
	<b>010-0115-6403</b>	<b>Repairs and Maintenance Vehicles</b>	<b><u>\$2,000</u></b>
			<b>\$6,500</b>

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013																											
<b>Initiated By:</b>  Luis Perez Garcia III, P.E., C.F.M. Name  <u>County Engineer/ Utilities Director</u> Entity/Organization	<b>Staff Source:</b>  Luis Perez Garcia III, P.E., C.F.M.  <u>County Engineer/ Utilities Director</u> Engineering Department																											
<b>Subject:</b> Discussion and possible action to approve the following line item transfers for the Engineering Department as follows:																												
<table style="width:100%; border: none;"> <tr> <td style="width:30%;">From: 010-0115-5601</td> <td style="width:40%;">Administrative Travel</td> <td style="width:30%; text-align: right;">\$3,500.00</td> </tr> <tr> <td>010-0115-6004</td> <td>Telephone</td> <td style="text-align: right;">\$2,000.00</td> </tr> <tr> <td>010-0115-6005</td> <td>Postage</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td style="text-align: right;"><b>\$6,500.00</b></td> </tr> <tr><td colspan="3"> </td></tr> <tr> <td>To: 010-0115-6202</td> <td>Uniforms</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td>010-0115-6205</td> <td>Materials &amp; Supplies</td> <td style="text-align: right;">\$3,500.00</td> </tr> <tr> <td>010-0115-6403</td> <td>Repairs and Maintenance Vehicles</td> <td style="text-align: right;">\$2,000.00</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td style="text-align: right;"><b>\$6,500.00</b></td> </tr> </table>		From: 010-0115-5601	Administrative Travel	\$3,500.00	010-0115-6004	Telephone	\$2,000.00	010-0115-6005	Postage	\$1,000.00	<b>Total</b>		<b>\$6,500.00</b>				To: 010-0115-6202	Uniforms	\$1,000.00	010-0115-6205	Materials & Supplies	\$3,500.00	010-0115-6403	Repairs and Maintenance Vehicles	\$2,000.00	<b>Total</b>		<b>\$6,500.00</b>
From: 010-0115-5601	Administrative Travel	\$3,500.00																										
010-0115-6004	Telephone	\$2,000.00																										
010-0115-6005	Postage	\$1,000.00																										
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To: 010-0115-6202	Uniforms	\$1,000.00																										
010-0115-6205	Materials & Supplies	\$3,500.00																										
010-0115-6403	Repairs and Maintenance Vehicles	\$2,000.00																										
<b>Total</b>		<b>\$6,500.00</b>																										
[Requested by: Luis Perez Garcia III, P.E., C.F.M., County Engineer]																												
<b>Background:</b>  Transfers needed to cover expenses for the Engineering Department.																												
<b>Previous Court Action:</b> N/A																												
<b>Financial Impact:</b>  If approved, there will be no impact to the budget.																												
<b>Budget Account Number:</b>																												

**FOR COUNTY JUDGE OFFICE USE ONLY:**


<b>Proposed Agenda Number:</b>	
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**Item No.30. Discussion and possible action to approve the following line item transfers for the Water Utilities Department:**

<b>From:</b>	<b>801-3001-6201</b>	<b>Utilities</b>	<b>\$ 3,000</b>
	<b>801-3001-6205</b>	<b>Materials and Supplies</b>	<b>\$ 3,000</b>
	<b>801-3001-6001</b>	<b>Office Supplies</b>	<b>\$ 800</b>
	<b>801-3001-6011</b>	<b>Training and Education</b>	<b>\$ 1,000</b>
	<b>801-3001-6022</b>	<b>Professional Services</b>	<b>\$ 1,000</b>
	<b>801-3001-6214</b>	<b>Chemicals</b>	<b>\$ 5,200</b>
	<b>801-3001-6403</b>	<b>Repairs and Maint. Vehicles</b>	<b>\$ 2,000</b>
	<b>801-3002-6402</b>	<b>Repairs and Maint. Equipment</b>	<b>\$ 3,000</b>
	<b>801-3004-6048</b>	<b>Licenses and Permits</b>	<b>\$ 975</b>
	<b>801-3004-6201</b>	<b>Utilities</b>	<b>\$ 5,025</b>
	<b>801-3004-6205</b>	<b>Materials and Supplies</b>	<b>\$ 500</b>
	<b>801-3004-6224</b>	<b>Minor Tools and Apparatus</b>	<b><u>\$ 500</u></b>
			<b>\$26,000</b>
<b>To:</b>	<b>801-3001-6402</b>	<b>Repairs and Maint. Equipment</b>	<b>\$14,000</b>
	<b>801-3001-6407</b>	<b>Repairs and Maint. Waterlines</b>	<b>\$ 2,000</b>
	<b>801-3002-6403</b>	<b>Repairs and Maint. Vehicles</b>	<b>\$ 3,000</b>
	<b>801-3004-6402</b>	<b>Repairs and Maint. Equipment</b>	<b><u>\$ 7,000</u></b>
			<b>\$26,000</b>



**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013																																																									
<b>Initiated By:</b> <u>John Amaya</u> Name  <u>Utilities Systems Manager, Utilities Dept.</u> Entity/Organization	<b>Staff Source:</b>  Luis Perez Garcia III, P.E., C.F.M.   <u>County Engineer/ Utilities Director</u> Engineering Department																																																									
<b>Subject:</b> Discussion and possible action to approve the following line item transfers for the Water Utilities Department as follows:																																																										
<table border="0"> <tr> <td>From: 801-3001-6201</td> <td>Utilities</td> <td>\$3,000.00</td> </tr> <tr> <td>801-3001-6205</td> <td>Materials and Supplies</td> <td>\$3,000.00</td> </tr> <tr> <td>801-3001-6001</td> <td>Office Supplies</td> <td>\$ 800.00</td> </tr> <tr> <td>801-3001-6011</td> <td>Training and Education</td> <td>\$1,000.00</td> </tr> <tr> <td>801-3001-6022</td> <td>Professional Services</td> <td>\$1,000.00</td> </tr> <tr> <td>801-3001-6214</td> <td>Chemicals</td> <td>\$5,200.00</td> </tr> <tr> <td>801-3001-6403</td> <td>Repairs and Maintenance Vehicles</td> <td>\$2,000.00</td> </tr> <tr> <td>801-3002-6402</td> <td>Repairs and Maintenance Equipment</td> <td>\$3,000.00</td> </tr> <tr> <td>801-3004-6048</td> <td>Licenses and Permits</td> <td>\$ 975.00</td> </tr> <tr> <td>801-3004-6201</td> <td>Utilities</td> <td>\$5,025.00</td> </tr> <tr> <td>801-3004-6205</td> <td>Materials and Supplies</td> <td>\$ 500.00</td> </tr> <tr> <td>801-3004-6224</td> <td>Minor Tools and Apparatus</td> <td>\$ 500.00</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td><b>\$26,000.00</b></td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>To: 801-3001-6402</td> <td>Repairs and Maintenance Equipment</td> <td>\$14,000.00</td> </tr> <tr> <td>801-3001-6407</td> <td>Repairs and Maintenance Waterlines</td> <td>\$ 2,000.00</td> </tr> <tr> <td>801-3002-6403</td> <td>Repairs and Maintenance Vehicles</td> <td>\$ 3,000.00</td> </tr> <tr> <td>801-3004-6402</td> <td>Repairs and Maintenance Equipment</td> <td>\$ 7,000.00</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td><b>\$26,000.00</b></td> </tr> </table>		From: 801-3001-6201	Utilities	\$3,000.00	801-3001-6205	Materials and Supplies	\$3,000.00	801-3001-6001	Office Supplies	\$ 800.00	801-3001-6011	Training and Education	\$1,000.00	801-3001-6022	Professional Services	\$1,000.00	801-3001-6214	Chemicals	\$5,200.00	801-3001-6403	Repairs and Maintenance Vehicles	\$2,000.00	801-3002-6402	Repairs and Maintenance Equipment	\$3,000.00	801-3004-6048	Licenses and Permits	\$ 975.00	801-3004-6201	Utilities	\$5,025.00	801-3004-6205	Materials and Supplies	\$ 500.00	801-3004-6224	Minor Tools and Apparatus	\$ 500.00	<b>Total</b>		<b>\$26,000.00</b>				To: 801-3001-6402	Repairs and Maintenance Equipment	\$14,000.00	801-3001-6407	Repairs and Maintenance Waterlines	\$ 2,000.00	801-3002-6403	Repairs and Maintenance Vehicles	\$ 3,000.00	801-3004-6402	Repairs and Maintenance Equipment	\$ 7,000.00	<b>Total</b>		<b>\$26,000.00</b>
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[Requested by: John Amaya, Utilities Systems Manager]																																																										
<b>Background:</b> Transfers needed to cover expenses for the Utilities Department.																																																										
<b>Previous Court Action:</b> N/A																																																										
<b>Financial Impact:</b> If approved, there will be no impact to the budget.																																																										
<b>Budget Account Number:</b>																																																										

**FOR COUNTY JUDGE OFFICE USE ONLY:**

<b>Proposed Agenda Number:</b>	
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**Item No.31. Discussion and possible action to accept the transfer of ownership of the City of Laredo's Santa Isabel water dispenser. Webb County intends to own and operate the dispenser for the water needs of rural Webb County residents. [Co-sponsored by Commissioner Jaime Canales, Precinct 4]**

Cmr. Montemayor motioned to approve items #29, #30, and #31 as submitted. Cmr. Galo seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> Name Luis Perez Garcia III, P.E., C.F.M.  Engineering Department Entity/Organization	<b>Staff Source:</b> <i>LM</i> Luis Perez Garcia III, P.E., C.F.M.  <u>County Engineer/ Utilities Director</u> Engineering Department
<b>Subject:</b> Discussion and possible action to accept the transfer of ownership of the City of Laredo's Santa Isabel water dispenser. Webb County intends to own and operate the dispenser for the water needs of rural Webb County residents.  [Requested by: Luis Perez Garcia III, P.E., C.F.M, County Engineer and Co-sponsored by Commissioner Jaime Canales, Precinct 4]	
<b>Background:</b> N/A	
<b>Previous Court Action:</b> On 5/13/2013 "No Action" was taken by Commissioner Court on Item #16.	
<b>Financial Impact:</b> TBD	
<b>Budget Account Number:</b> TBD	

**FOR COUNTY JUDGE OFFICE USE ONLY:**

<b>Proposed Agenda Number:</b>	
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CUSTOMER	NAME WEBB COUNTY UTILITIES DEPT	I.D. NO. (SSN or Driver's License #)
	LOCATION ADDRESS SANTA ISABEL AVE IRRIG	HOME PHONE
	MAILING ADDRESS	
	PLACE OF EMPLOYMENT	WORK PHONE
	ADDRESS	

DATE 06/13/2013

AMOUNT OF DEPOSIT 0.00

CUSTOMER I.D. (Account #)

1071223

LOCATION I.D.

591297

IN CASE OF EMERGENCY, NOTIFY:  
(Include address and phone number)

(956) 721-2010 SOLID WASTE (956) 795-2510

 Residential Commercial

Gargabe fee: \_\_\_\_\_

**I. PURPOSE**

The **City of Laredo** is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide the protection, and to notify the customer of other restrictions and of utility customer's responsibilities. The **City** enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the **City** will begin service. In addition, when service to an existing connection has been suspended or terminated, the **City** will not reestablish service unless it has a signed copy of this agreement.

**II. PLUMBING RESTRICTIONS**

The following undesirable plumbing practices are prohibited by State regulations:

- No direct connection between public drinking water supply and potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public drinking water system by an appropriate backflow prevention device.
- No cross-connection between the drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- No connection which allows water to be returned to the public drinking water supply is permitted.
- No pipe or pipe fitting which contains more than 8.0 percent lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

**III. SERVICE AGREEMENT**

The following are the terms of the service agreement between the **CITY OF LAREDO (City)** and above **CUSTOMER**.

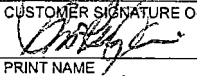
- The **City** will maintain a copy of this agreement as long as the **Customer** and/or the premises is connected to the **City of Laredo Utilities System** or receives garbage services from the **City**.
- The **Customer** shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These restrictions shall be conducted by the **City** or its designated agent prior to the initiating service and periodically thereafter. The **Customer** shall allow his meter(s) to be read and serviced by the **City**. The inspections and readings shall be conducted during the **City's** normal business hours.
- The **City** shall notify the **Customer** in writing of a cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or periodic re-inspection.
- The **Customer** shall immediately correct any undesirable plumbing practice on his premises.
- The **Customer** shall, at his expense, properly install, test and maintain any backflow prevention device required by the **City** and/or the **State**.
- The **Customer** agrees to pay for all water, sewer, garbage and any other utility services supplied to or for the premises by the **City**, at the rate(s) now fixed or hereafter fixed by the **City** as bills are rendered. Water and/or sewer service charges shall be measured by the meter and billed accordingly until notice is given by the **Customer** to the **City** at its office in writing or by electronic facsimile to discontinue service.
- The **Customer** agrees to keep the meter(s) clean from dirt and debris; to make meter(s) accessible for reading and maintenance at all times and to restrain dogs and any other animals which might interfere with reading the meter.
- The **Customer** agrees to observe all water conservation measures of the **City** and the **State**.
- The **Customer** agrees to utilize the **City** garbage services and landfill or provide a current contract with a licensed, approved private sanitation company; to observe all rules and regulations in regards to pollution and littering; and to participate in the recycling program.
- Customers** who qualify for tax exemption must furnish a copy of their certificate.
- The **Customer** hereby expressly agrees to and is made subject to the terms of this application, all and singularly, the ordinances, terms provisions of the **City of Laredo** and the **State of Texas**.
- Customer** will ensure all units are connected to water and sewer lines within 60 days of the date of this agreement. Failure to comply will cause **City** to remove meter(s) and terminate account(s).

**IV. ENFORCEMENT**

If the **Customer** fails to comply with this Service Agreement, or fails to pay for services in a timely manner, the **City**, at its option, will either terminate service or correct any deficiencies. Any expenses associated with the endorsement of this agreement shall be billed to the **Customer**. Title to the water meter and connection furnished by the **City** remain with the **City** and shall not be moved or removed by the **Customer**.

**CONFIDENTIALITY**

I REQUEST THAT MY UTILITY RECORDS BE HELD CONFIDENTIAL.

CUSTOMER SIGNATURE OR AUTHORIZED AGENT 	DATE 6-13-13	CITY OF LAREDO BEATRIZ MARTINEZ	DATE 06/13/2013
PRINT NAME LUIS PEREZ GARCIA		TITLE CSR	

**Fred & Anita Bruni Community Center**

**Item No.32. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-6104-5601</b>	<b>Administrative Travel</b>	<b>\$ 500</b>
	<b>001-6104-6204</b>	<b>Fuels &amp; Lube</b>	<b><u>\$ 500</u></b>
			<b>\$1000</b>
<b>To:</b>	<b>001-6104-6219-2</b>	<b>Good for Public Events</b>	<b>\$ 500</b>
	<b>001-6104-6205</b>	<b>Materials &amp; Supplies</b>	<b><u>\$ 500</u></b>
			<b>\$1000</b>

**Head Start**

**Item No.33. Discussion and possible action to approve the posting and filling of the following slot:**

<b><u>Slot #</u></b>	<b><u>Title</u></b>	<b><u>Hourly Salary</u></b>	<b><u>Pay Periods</u></b>
<b>1941</b>	<b>Maintenance Worker</b>	<b>\$10.96</b>	<b>21</b>

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013		
<b>Initiated By:</b> <u>Aliza Oliveros</u> Name	<b>Staff Source:</b> <u>Aliza Oliveros</u> Department Head		
<b>Head Start</b> Entity/Organization	<b>Head Start</b> Department		
<b>Subject:</b> Discussion and possible action to fill the following slots:			
<b>Slot #s</b>	<b>Title</b>	<b>Hourly Salary</b>	<b>Pay Periods</b>
1941	Maintenance Worker	\$ 10.96	21
[Requested by Aliza Oliveros; Acct. Num: 903-4208-5001]			
<b>Background:</b> This request is being made to fill a vacancy.			
<b>Previous Court Action:</b> None.			
<b>Financial Impact: NO IMPACT ON GENERAL FUND.</b>  Amount Requested: NONE			
<b>Budget Account Number: Not Applicable</b> Fund number: 903-4208-5001 Balance: \$4,105,981			

**FOR COUNTY JUDGE OFFICE USE ONLY:**

<b>Proposed Agenda Number:</b>  _____	
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**WEBB COUNTY  
JOB DESCRIPTION**

**TITLE: Maintenance Worker**

**DEPARTMENT: Head Start**

**REVISION DATE: June 2, 2009**

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**CHARACTERISTIC DUTIES AND RESPONSIBILITIES:**

Employee is under the supervision of the Education Director. This position will perform maintenance duties, such as carpentry, plumbing and electrical repairs for all Head Start Centers.

**QUALIFICATION STANDARDS:**

- Must have experience in Maintenance work (carpentry, plumbing and electrical).
- Must be bilingual (English and Spanish)
- Must possess a valid driver's license and be insurable, an MVR is required.
- Must maintain all local, state and federal qualifications for the position.

**ESSENTIAL DUTIES:**

- Responsible for the upkeep maintenance in all Head Start centers.
- Responsible to receive centers work orders from immediate supervisor.
- Assist in making estimates for supplies/materials as needed for center repairs.
- Must be able to work after hours during emergency situations.
- Will perform other related duties as needed.

**PHYSICAL REQUIREMENTS:**

- **Squatting:** When working with equipment that is mounted on the ground, setting floor tile, carpets, working on plumbing fixtures.
- **Bending:** When picking up tools, to lift building materials that range from 20 lbs. and over, digging trenches and shoveling dirt.
- **Pushing:** Wheelbarrow with dirt or sand, a dolly that will carry furniture or supplies that range 15 lbs. and over, and when using a floor buffer.
- **Climbing:** On 8 ft. ladder to repair a roof, when painting, constructing or fixing light fixtures.
- **Drive:** Driving a truck to job sites, and towing the trailer to the landfill to dispose of construction liter.

**OTHER REQUIRMENTS/INFORMATION:**

- Drug and Alcohol Policy applies to this job. Pre-employment drug/alcohol testing and criminal background checks are required.
- This position is covered by Civil Service; therefore, is subject to the Civil Service Rules and Regulations in addition to all other Webb County Policies.

**SUPERVISORY:**

None

**ACKNOWLEDGEMENT:**

The undersigned have read discussed, and understand the full meaning of this job description and agree to abide by all terms and conditions herein expressed or implied.

\_\_\_\_\_  
**EMPLOYEE SIGNATURE**

\_\_\_\_\_  
**SUPERVISOR SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**PRINTED TITLE**

\_\_\_\_\_  
**PRINTED TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



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**Larga Vista Community Center**

**Item No.34. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-6103-6402 Repairs &amp; Maintenance of Equipment</b>	<b>\$600</b>
<b>To:</b>	<b>001-6103-6204 Fuel &amp; Lubricants</b>	<b>\$450</b>
	<b>001-6103-6205 Materials &amp; Supplies</b>	<b>\$100</b>
	<b>001-6103-6401 Repairs &amp; Maintenance of Building</b>	<b><u>\$ 50</u></b>
		<b>\$600</b>

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 13, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <u>Greg B. Araiza, Director</u> Name	<b>Staff Source:</b> <u>Greg B. Araiza, Director</u> Name
<u>Larga Vista Community Center</u> Entity/Organization	<u>Larga Vista Community Center</u> Entity/Organization
Discussion and possible action to approve the following line-item transfers:  From: Account #001-6103-6402- Repairs & Maintenance Of Equipment \$600 To: Account # 001-6103-6204 – Fuel & Lubricants \$450.00 To: Account # 001-6103-6205 - Materials & Supplies \$100.00 To: Account # 001-60136401 - Repairs & Maintenance Building \$50.00	
<b>Background:</b> The line item transfer is needed to operate thru the fiscal year.	
<b>Previous Court Action: None</b>	
<b>Financial Impact: No Financial Impact</b>  Amount Requested: N/A	
<b>Budget Account Number:</b> Fund number: 001-6103-6402 001-6103-6401 001-6103-6402 Balance: \$ 688.06 \$315.83 \$363.43	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b> <b>Proposed Agenda Number:</b>	

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**Management Information Systems**

**Item No.35. Discussion and possible action to approve the posting and filling of the following**

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**Slot subject upon the availability of payroll funds and any applicable Civil Service timelines and rules.**

<b><u>Slot #</u></b>	<b><u>Title</u></b>	<b><u>Salary</u></b>
<b>2746</b>	<b>Office Manager</b>	<b>\$23.48</b>

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013						
<b>Initiated By:</b>  Name: Rafael Pena  <u>Webb County</u> Entity/Organization	<b>Staff Source:</b> <u>Rafael Pena</u> Department Head  <u>M.I.S. Department</u> Department						
<b>Subject:</b>  Discussion and possible action to approve the posting and filling of the following slot subject to the availability of payroll funds and any applicable Civil Service guidelines. (effective June 24 <sup>th</sup> , 2013)  <table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Slot #</td> <td style="width: 50%;">Title</td> <td style="width: 30%;">Salary</td> </tr> <tr> <td>To: 2746</td> <td>Office Manager</td> <td>\$23.48</td> </tr> </table> [Requested by Rafael Pena; Account Number 001-0500-5001]		Slot #	Title	Salary	To: 2746	Office Manager	\$23.48
Slot #	Title	Salary					
To: 2746	Office Manager	\$23.48					
<b>Background:</b>							
<b>Previous Court Action:</b> None							
<b>Financial Impact:</b> None  Amount Requested:							
<b>Budget Account Number:</b> Fund number:001-0500-5001 Balance: 245,497.00							
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>							
<b>Proposed Agenda Number:</b>							

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**Planning**

**Item No.36. Discussion and possible action to approve the posting and filling of the following vacant Slot, subject upon the availability of payroll funds and any applicable Civil Service timelines and rules:**

<b><u>Slot #</u></b>	<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
<b>2471</b>	<b>Planner I</b>	<b>\$15.89</b>

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013						
<b>Initiated By:</b> <u>Rhonda M. Tiffin, CFM, Planning Director                  &amp; Floodplain Administrator</u> Name  <u>Planning Department</u> Entity/Organization	<b>Staff Source:</b> <u>Rhonda M. Tiffin, CFM</u> Department Head  <u>Planning Department</u> Department						
<b>Subject:</b>  Discussion and possible action to approve the posting and filling of the following vacant position in the Planning Department subject to applicable Civil Service Rules and Personnel Policies:  <table border="0" data-bbox="196 787 1385 861"> <tr> <td><u>Slot No.</u></td> <td><u>Title:</u></td> <td><u>Hourly Rate:</u></td> </tr> <tr> <td>2471</td> <td>Planner I</td> <td>\$15.89</td> </tr> </table> <p>[Requested by Rhonda M. Tiffin, Planning Director; Account Number 010-0102-2471]</p>		<u>Slot No.</u>	<u>Title:</u>	<u>Hourly Rate:</u>	2471	Planner I	\$15.89
<u>Slot No.</u>	<u>Title:</u>	<u>Hourly Rate:</u>					
2471	Planner I	\$15.89					
<b>Background:</b>  Slot #2471 became vacant through the resignation of an employee.							
<b>Previous Court Action:</b> None							
<b>Financial Impact:</b> No additional impact (currently funded) Amount Requested: No additional funding requested (currently funded)							
<b>Budget Account Number:</b> Fund number: 010-0102-2471 Balance:							
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>							
<b>Proposed Agenda Number:</b> _____							

CERTIFIED

JUL 20 2011

By Webb County  
Civil Service Commission

**WEBB COUNTY JOB DESCRIPTION**

**DEPARTMENT NAME:** Planning & Physical Development

**DEPT. NO:** 102

THE FOLLOWING POSITION/SLOT IS SUBJECT TO THIS JOB DESCRIPTION:

Title: Planner I Slot No.: 2471

**CHARACTERISTIC DUTIES AND RESPONSIBILITIES:**

Assists in all aspects of the oversight and management of regulatory enforcement, permitting, planning, legislative, public relations, and administrative functions of the Department to ensure that the department complies with all federal, state, and local laws, rules and policies (i.e., land use and development; open government; personnel law; etc.).

**QUALIFICATION STANDARDS:**

- Must possess either:
  1. An undergraduate degree in urban planning, political science, urban studies, architecture, construction science or related fields; or
  2. A high school diploma or GED and four (4) years experience in planning, construction management, title examiner, paralegal or related fields.
- Must have effective writing techniques and posses problem solving skills as needed to gather relevant information to solve vaguely defined practical problems.
- Must have enhanced public relations and communication skills as necessary to adequately describe regulations or convey abstract ideas to the public in English and Spanish.
- Must possess a CFM (certified floodplain manager) or pass the examination to be certified within one (1) year of employment (subject to budgetary constraints).
- Must be able to provide accurate written reports in English in a timely manner.
- Must have adequate knowledge of Microsoft Office (Word, Excel and Publisher).
- Must have dependable transportation.
- Must possess and maintain a valid Texas Driver's License as necessary to perform driving responsibilities in the performance of duties.

*See also "OTHER REQUIREMENTS/INFORMATION" and "PHYSICAL REQUIREMENTS" below.*

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** The following is a general description of duties/tasks that may be assigned.

- Assists in all aspects of the oversight and management of regulatory enforcement, permitting, planning, legislative, public relations, and administrative functions of the Department to ensure that the department complies with all federal, state, and local laws, rules and policies (i.e., land use and development; open government; personnel law; etc.). Primary functions include, but are not limited to: subdivision violations, subdivision plats, permitting, regulation of salvage yards, floodplain management, utility connections, infrastructure improvements (existing and proposed),

transportation, public services, providing recommendations and preparing the county's legislative agenda, 9-1-1 addressing, land development issues, budget requests, asset management, personnel and financial administration.

- Under the direction of the immediate supervisor, responsible for the preparation of permit applications and performs initial regulatory review. Must be current on regulatory rules and procedures in this regard as necessary to properly advise and direct the public accordingly. Coordinates application and permitting activities with the department's regulatory and field supervisors to ensure tasks are completed in the most-efficient manner.
- Provides data entry as needed for the maintenance of the Department's computerized files/records with particular emphasis on permitting, regulatory and subdivision files/records.
- Conducts data surveillance, gathers statistics, and performs in-depth research as needed by the department, the various county departments, or the public at large.
- Provides information, guidance and assistance as necessary to the general public at large in public meetings/hearings, and other county departments regarding departmental functions.
- Under the direction of the immediate supervisor, assists with the implementation of the County's floodplain management program including, but not limited to, compliance with state and federal program guidelines, the issuance of floodplain development permits, review an evaluation of Elevation Certificates and Flood-proofing Certificates under FEMA guidelines and other duties and responsibilities defined by the Webb County Flood Damage Prevention Order.
- Assists with current and long-range transportation planning activities.
- As directed, creates/writes departmental correspondence, reports, proposed local regulations, summaries of enacted laws or proposed legislation, translations, brochures, newsletters, public information booklets, etc.
- Provides assistance in project management and coordination of department activities with other county departments, local municipalities and state agencies in reference to the functions of the Department.
- Utilizes the County's Geographic Information System for the purpose of developing recommendations in floodplain management/determinations, subdivision enforcement, etc.
- Any other duty or task assigned by the Planning Director or other management/supervisory staff.

#### **OTHER REQUIREMENTS/INFORMATION:**

- This is a Civil Service position and therefore, subject to Civil Service Rules and Regulations in addition to all other Webb County Policies.
- Must be able to travel out-of-town as needed for training and continuing education.
- Must be able to work extended hours (after 5:00 pm and week-ends) when needed to attend meetings, public hearings or meet project deadlines.
- Must be proficient with all document reproduction/scanning equipment including large format scanners within (1) month of employment.
- Must be familiar with digital mapping and imaging software (i.e., ArcMap, AutoCADD, Adobe Acrobat, ArcExplorer, Pictometry, etc.) within (3) months of employment.



**SUPERVISORY:**

Immediate Supervisor for day-to-day operations is the supervisor in charge of regulatory operations. This position is also under the direction of the Planning Director and all management/supervisory personnel. Unless otherwise notified, during any training period, supervisory responsibilities are also assigned to any personnel providing training.

**PHYSICAL REQUIREMENTS:**

- Must be able to lift/carry between 25-50 lbs. (surveying equipment, bags, boxes, and other small equipment or devices).
- Must be able to sit or stand for long periods of time either at a desk or in a vehicle.

**DRUG/ALCOHOL POLICY:**

Drug/Alcohol Policy applies to this position and is subject to periodic/random drug testing. Said positions are Safety Sensitive pursuant to Rule No. 5.

**ACKNOWLEDGEMENT:**

The undersigned have read/discussed and understand the full meaning of this job description and agree to abide by all terms and conditions herein expressed or implied.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
SUPERVISOR SIGNATURE

\_\_\_\_\_  
PRINTED NAME

**Rhonda M. Tiffin, CFM**  
PRINTED NAME

**Planner I**  
TITLE

**Planning Director**  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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**Item No.37. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>010-2202-6222</b>	<b>GIS Mapping</b>	<b>\$2,805</b>
	<b>010-2202-6224</b>	<b>Minor Tools and Apparatus</b>	<b><u>\$2,595</u></b>
			<b>\$5,400</b>
<b>To:</b>	<b>010-2202-6205</b>	<b>Materials and Supplies</b>	<b>\$5,400</b>

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013													
<b>Initiated By:</b> <u>Rhonda M. Tiffin, CFM, Planning Director &amp; Floodplain Administrator</u> Name  <u>Planning Department</u> Entity/Organization	<b>Staff Source:</b> <u>Rhonda M. Tiffin, CFM</u> Department Head  <u>Planning Department</u> Department													
<b>Subject:</b> Discussion and possible action to approve line-item transfers as follows: <table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 60%;">From: 010-2202-6222 (GIS Mapping)</td> <td style="text-align: right;">\$2,805.00</td> </tr> <tr> <td style="padding-left: 40px;">010-2202-6224 (Minor Tools and Apparatus)</td> <td style="text-align: right;">\$2,595.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>To: 010-2202-6205 (Materials and Supplies)</td> <td style="text-align: right;">\$5,400.00</td> </tr> </table> <p>[Requested by: Rhonda M. Tiffin, Planning Director; Account Number: Varies]</p>			From: 010-2202-6222 (GIS Mapping)	\$2,805.00	010-2202-6224 (Minor Tools and Apparatus)	\$2,595.00			To: 010-2202-6205 (Materials and Supplies)	\$5,400.00				
From: 010-2202-6222 (GIS Mapping)	\$2,805.00													
010-2202-6224 (Minor Tools and Apparatus)	\$2,595.00													
To: 010-2202-6205 (Materials and Supplies)	\$5,400.00													
<b>Background:</b> This request for a line-item transfer is necessary to complete the "maintenance, repairs and security improvements" authorized for the Planning Department by the Commissioners Court on August 27, 2012. The project estimate, as prepared by the Facilities Department, was incomplete and overlooked several repair issues that were not identified or discovered until after the remodeling was underway. Missing, damaged or overlooked items included such issues as floor tiles, trims, moldings, electrical and data wiring, elements of the ceiling support structure, ceiling tiles, adequate paint, etc. In order to complete the project, an additional <u>\$5,400.00</u> in materials and supplies is needed.  The original funding for this project was secured through the building improvement fund (line-item 604-0101-8103 in the amount of \$5,500) which has since been depleted. In an effort to avoid any impact to the budget, we have identified budgeted funds within the Planning Department where the planned expenditures can be delayed until next fiscal year. Therefore, we are requesting a line-item transfer of those identified funds into the proper accounting line-item so that we can acquire the missing materials and complete the project.														
<b>Previous Court Action:</b> See Background Above														
<b>Financial Impact:</b> \$5,400.00 (currently budgeted) Amount Requested: \$5,400.00 (currently budgeted)														
<b>Budget Account Number:</b> <table border="0" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Account No.</th> <th style="text-align: right;">Current Balance</th> <th style="text-align: right;">Ending Balance (if Approved)</th> </tr> </thead> <tbody> <tr> <td>010-2202-6222 (GIS Mapping)</td> <td style="text-align: right;">\$5,487.24</td> <td style="text-align: right;">\$2,682.24</td> </tr> <tr> <td>010-2202-6224 (Minor Tools &amp; App.)</td> <td style="text-align: right;">\$3,734.33</td> <td style="text-align: right;">\$1,139.33</td> </tr> <tr> <td>010-2202-6205 (Mat &amp; Supply)</td> <td style="text-align: right;">\$ 460.88</td> <td style="text-align: right;">\$5,860.88</td> </tr> </tbody> </table>			Account No.	Current Balance	Ending Balance (if Approved)	010-2202-6222 (GIS Mapping)	\$5,487.24	\$2,682.24	010-2202-6224 (Minor Tools & App.)	\$3,734.33	\$1,139.33	010-2202-6205 (Mat & Supply)	\$ 460.88	\$5,860.88
Account No.	Current Balance	Ending Balance (if Approved)												
010-2202-6222 (GIS Mapping)	\$5,487.24	\$2,682.24												
010-2202-6224 (Minor Tools & App.)	\$3,734.33	\$1,139.33												
010-2202-6205 (Mat & Supply)	\$ 460.88	\$5,860.88												

**FOR COUNTY JUDGE OFFICE USE ONLY:**

<b>Proposed Agenda Number:</b>  _____	
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**Public Defender**

**Item No.38. Discussion and possible action to approve the posting and filling of the following Slot, subject upon the availability of payroll funds and any applicable Civil Service timelines and rules, effective July 8, 2013:**

<b><u>Slot #</u></b>	<b><u>Title</u></b>	<b><u>Hourly Rate/Salary</u></b>
<b>2085</b>	<b>Assistant Public Defender</b>	<b>\$75,127</b>

Cmr. Galo motioned to approve items #32, #33, #34, #35, #36, #37, and #38 as submitted. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 13, 2013	<b>Proposed for Agenda of:</b> June 24, 2013						
<b>Initiated By:</b> Hugo D. Martinez	<b>Staff Source:</b> Public Defender						
<b>Subject:</b> Discussion and possible action to approve the posting and filling of the following Slot, subject to the availability of payroll funds and any applicable Civil Service guidelines, effective (7/8/13)  <table><thead><tr><th><u>Slot #</u></th><th><u>Title</u></th><th><u>Hourly Rate/Salary</u></th></tr></thead><tbody><tr><td>2085</td><td>Assistant Public Defender</td><td>\$75,127</td></tr></tbody></table>		<u>Slot #</u>	<u>Title</u>	<u>Hourly Rate/Salary</u>	2085	Assistant Public Defender	\$75,127
<u>Slot #</u>	<u>Title</u>	<u>Hourly Rate/Salary</u>					
2085	Assistant Public Defender	\$75,127					
<b>Background:</b> None							
<b>Previous Court Action:</b> None							
<b>Financial Impact:</b> None							
<b>Budget Account Number:</b> Fund #001-1102							
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>							
<b>Proposed Agenda Number:</b>  _____							

**WEBB COUNTY  
JOB DESCRIPTION**

**TITLE: Assistant Public Defender**  
**DEPARTMENT: Public Defender's Office**  
**SLOT NUMBER: 2085**  
**REVISION DATE: 9/30/11**

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**JOB SUMMARY:**

Provide Criminal Defense on any and all appointed adult criminal case.

**CHARACTERISTIC/ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Investigate each case, i.e. reading police reports talking to potential witnesses, talking to clients in the office or at the Webb County Jail or detention facility.
- Drafting of all motions for pre-trial hearings and all trial motions
- Attend all hearings
- Conducting discovery of all evidence.
- Reviewing files, reports, etc. at the District Attorney's Office.
- Confering with prosecutors and obtaining and negotiating plea agreements if necessary.
- Discussing and updating clients or case activity.
- Requires good trial preparation and negotiating skills.

**QUALIFICATION STANDARDS:**

- Must have a valid Texas Law License and be in good standing with the State Bar of Texas.

**SKILLS AND ABILITIES:**

- Must be able to communicate in English and Spanish.

**OTHER REQUIREMENTS/INFORMATION:**

- Must possess a valid and current Texas driver's license.
- Drug and Alcohol Policy applies to this job. Pre-employment drug/alcohol testing, motor vehicle record (MVR) and criminal background checks are required.
- This position is covered by Civil Service; therefore, is subject to the Civil Service Rules and Regulations in addition to all other Webb County Policies.

**SUPERVISORY:** Supervised directly by Department Head and 1<sup>st</sup> Assistant Defender.

**ACKNOWLEDGEMENT:**

**The undersigned have read discussed, and understand the full meaning of this job description and agree to abide by all terms and conditions herein expressed or implied.**

\_\_\_\_\_  
**EMPLOYEE SIGNATURE**

\_\_\_\_\_  
**SUPERVISOR SIGNATURE**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



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**Public Information Officer**

**Item No.39. Discussion and possible action to adopt and approve the charges for Webb County Requests for Public Information as set forth by the Texas Administrative Code Title 1, Part 3, Chapter 70, RULE §70.3 (Charges for Providing Copies of Public Information).**

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Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Cmr. Galo motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 11, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b>  Emanuel Rodriguez  _____ Entity/Organization    PIO	<b>Staff Source:</b>  _____ Department Head Larry Sanchez  _____ Department: Public Information Office
<b>Subject:</b> Discussion and possible action to adopt and approve the charges for Webb County Requests for Public Information as set forth by the Texas Administrative Code Title 1, Part 3, Chapter 70, RULE §70.3 (Charges for Providing Copies of Public Information).	
<b>Background:</b> Please see attached rates.	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b> No impact.  Amount Requested:	
<b>Budget Account Number:</b> Fund number: Balance:	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>  _____	



# Webb County Public Information Office

Webb County Courthouse  
1000 Houston St., First Floor  
Laredo, TX 78040

Tel: (956) 523-4999  
Fax: (956) 523-5151  
[webbpio@webbcountytx.gov](mailto:webbpio@webbcountytx.gov)

## Texas Administrative Code

<b>TITLE 1</b>	ADMINISTRATION
<b>PART 3</b>	OFFICE OF THE ATTORNEY GENERAL
<b>CHAPTER 70</b>	COSTS OF COPIES OF PUBLIC INFORMATION
<b>RULE §70.3</b>	<b>Charges for Providing Copies of Public Information</b>

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

### (b) Copy charge

(1) **Standard paper copy.** The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) **Nonstandard copy.** The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$1.00;
- (F) Non-rewritable CD (CD-R)--\$1.00;
- (G) Digital video disc (DVD)--\$3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$2.50;
- (K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) **Labor charge for programming.** If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) **Labor charge for locating, compiling, manipulating data, and reproducing public information.**

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

**(e) Overhead charge.**

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

**(f) Microfiche and microfilm charge.**

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

**(g) Remote document retrieval charge.**

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private

company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

**(h) Computer resource charge.**

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

**(i) Miscellaneous supplies.** The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

**(j) Postal and shipping charges.** Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

**(k) Sales tax.** Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

**(l) Miscellaneous charges:** A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

**(m) These charges are subject to periodic reevaluation and update.**

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**Source Note:** The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614.

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**Item No.40. Discussion and possible action to purchase broadcast equipment and installation of equipment from Ford AV., for use in commissioners court control room, pursuant to Sections 271.101 and 271.102, Subchapter F. Cooperative Purchasing Program Texas TSMAS Contract #TXMAS-8-581030 in the amount of \$155,376.96. [Monies to come from 2013 Bond Issue]**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Cmr. Galo motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b>  Larry Sanchez  _____ Entity/Organization    PIO	<b>Staff Source:</b>  _____ Department Head Larry Sanchez  _____ Department: Public Information Office
<b>Subject:</b> <b>Discussion and possible action to purchase broadcast equipment and installation of equipment from Ford AV., pursuant to sections 271.101 and 271.102, Subchapter F. Cooperative Purchasing Program Texas TSMAS Contract #TXMAS-8-581030 in the amount of \$155,376.96. [Requested by Larry Sanchez, Public Information Officer. Monies to come from 2013 Bond Issue.</b>	
<b>Background:</b> The equipment is for Commissioners Court and will be used for broadcasting of Commissioners Court meetings.	
<b>Previous Court Action:</b>	
<b>Financial Impact: Monies to come from 2013 Bond Issue</b>  Amount Requested: \$175,376.96	
<b>Budget Account Number: Monies to come from 2013 Bond Issue</b> Fund number: Balance:	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>  _____	





*Helping People Communicate!*

January 10, 2013

Mr. Larry Sanchez  
Webb County  
1000 Houston St.  
Laredo, TX 78040

Dear Mr. Sanchez:

Ford Audio-Video Systems, LLC (Ford AV) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction, Installation and Responsibilities
- I. Discussion of Technology
- J. Acceptance

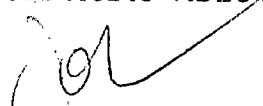
The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other; in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford AV and utilizes Ford Audio-Video Systems LLC's TXMAS #: **TXMAS-8-581030**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford AV. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

FORD AUDIO-VIDEO SYSTEMS, LLC

  
John Lawrence  
Account Manager

David Allen, E.E.T., CTS  
Vice President

Voice: 512-447-1103  
Cell: 512-744-3633  
E-mail: lawrj@fordav.com  
Website: www.fordav.com

D. EQUIPMENT LIST

PRODUCTION VIDEO UPGRADE

Quantity	Description	Price	Extension
4.00	PANA.AW-HE50SN CAME,PTZ,HD/SD,RS-422,IP CONTR	5,274.02	21,096.08
4.00	VADD.5352000223 ACCE,MODEL 700 WALL BRACK	174.91	699.64
1.00	COMP.COMPACTCG BRDCST GRPH SYST;HDSDI,SING.CH	13,987.87	13,987.87
1.00	AJA.FS1 CONV,SD/HD AUD/VID FRAME	3,056.50	3,056.50
1.00	AJA.FR1 1RU, 4-SLOT FRAME, 40W, FORCED	690.88	690.88
2.00	AJA.R20DA AMP.DA,1X8, SDI	253.61	507.22
2.00	AJA.KIPRORACK NEW-RACKMOUNT DIGITAL FILE REC	3,493.76	6,987.52
4.00	AJA.KISTOR250 RECO,250GB HDD STARAGE MODULE	231.75	927.00
1.00	CHIE.KRA202B ACCE,GROMMET MNTNG KIT,K1,BLK	16.34	16.34
1.00	PANA.AV-HS410 COMPACT LIVE SWITCHER	12,349.23	12,349.23
1.00	PANA.AWRP50N ACCE,PTZ CAMERA CONTROLLER	2,109.61	2,109.61
1.00	LG.W2442PA-BF DISP,24"CLASS,24" DIAG,16:9	413.89	413.89
1.00	CHIE.K1D100B MOUN,K1 SER SNGL,DESK, BLK	143.77	143.77
	Sub Total		62,985.55

PROD.VIDEO UPGRADE-OPEN MARKET

Quantity	Description	Price	Extension
3.00	BLAC.HDLSMTVDUO HDL SMTVDUO DUO INTEL SDI	695.00	2,085.00
2,000.00	WEST.256350 RG-6,18,SLD,BARE,CMP,SDI,COAX	.95	1,900.00
1,000.00	WEST.819 WIRE,RG59/U,75OHM,CCTV,PVC	.35	350.00
2,000.00	WEST.D25420 2PR,22,SLD,TIND,IND,SHLD,CMP	.38	754.00
60.00	CONNECTORS	7.50	450.00
1.00	TIES/FASTENERS	150.00	150.00
1.00	APAN.US3000 VIDE,SCALER,VIDEO	1,200.00	1,200.00
1.00	MOUNTING HARDWARE	500.00	500.00
	Sub Total		7,389.00

PRESENTATION VIDEO UPGRADE

Quantity	Description	Price	Extension
1.00	CRES.DM-MD8X8 AV,DM,MEDIA DISTRIBUTION CTR	2,465.03	2,465.03
3.00	CRES.DMC-C CARD,DM,IN:2 8GSTP,2POE,1HDMI	630.59	1,891.77
1.00	CRES.DMC-HD CARD,DM,IN:1,HDMI,1USB,AUDIO	458.61	458.61
2.00	CRES.DMCVIDRCAA CARD, INPUT, RCA	372.62	745.24
1.00	CRES.DMC-SDI CARD,SDI INPUT FOR DM SWITCHER	687.92	687.92
1.00	CRES.DMCO-55 CARD,4 DM 2 HDMI OUTPUT,8G	1,490.49	1,490.49
1.00	CRES.DMCO-33 CARD, DM OUTPUT, 4 HDMI	802.57	802.57
1.00	CRES.DMTX200C2G ACCE,DM.8G+ WALL PLATE TX.200	802.57	802.57

2.00	CRES.DMTX201C TRAN,DM,HDMI + RGB INPUTS	745.24	1,490.48
3.00	CRES.DMRMCSCALE RECE, DM, 8G+, W/ SCALER	802.57	2,407.71
2.00	LG.60PV450C DISP.PLA,60" TRUSLIM 1080P	1,664.74	3,329.48
2.00	CHIE.LPAUB LARGE FUSION CART MANUAL ADJUS	718.21	1,436.42
2.00	WHIR.ENC2050 CABL,ETHERNET,M2M,CAT5E,50'	84.48	168.96
2.00	KRAM.CMGMA15 CABL,MICRO,15-PIN,+A,M/M,15'	33.54	67.08
2.00	KRAM.C-HM/HM-15 CABL,HDMI CABLE 15'	14.96	29.92
1.00	KRAM.C-HM/HM-6 CABL,HDMI CABLE 6'	7.74	7.74
3.00	KRAM.C-HM/HM-3 CABL,HDMI CABLE 3'	6.71	20.13
1.00	KRAM.VM-8H AMP.DA,1:8 HDMI DA	564.38	564.38
5.00	LG.W2246T-BF DISP.LDC,22",1080P,16:9	165.13	825.65
4.00	KRAM.C-HM/HM-25 CABL,HDMI CABLE 25'	18.57	74.28
2.00	KRAM.C-HM/HM-15 CABL,HDMI CABLE 15'	14.96	29.92
2,000.00	CRES.DMCBL8GP50 WIRE,DM CABLE,8G, 500'	.68	1,360.00
1.00	CRES.DM8GCONN10 DIGITALMEDIA 8G™ CABLE CONNECT	286.63	286.63
		Sub Total	21,442.98

PRES.VIDEO UPGRADE-OPEN MARKET

Quantity	Description	Price	Extension
1.00	SONY.BDP-S590 BLU, BLU-RAY PLAYER	195.99	195.99
2.00	EXTR.60-583-11 AV,MNT FRM,1GNG,MAAP,CPM101 BK	50.00	100.00
2.00	EXTR.70-314-19 CONN,EXTRON,IN9486D,AAP,1 UTP	50.00	100.00
4.00	EXTR.70-315-11 PANEL,BLANK	14.29	57.16
1.00	RACK HARDWARE	500.00	500.00
1.00	WIREMOLD	1,500.00	1,500.00
		Sub Total	2,453.15

AUDIO SYSTEM UPGRADES

Quantity	Description	Price	Extension
1.00	BIAM.AUDIAFLXCM DSP,AUDIA FLEX CHASSIS W/COBRA	3,025.89	3,025.89
5.00	BIAM.AEC-2HD CARD,2 CHNL,ECHO CANCELING	313.67	1,568.35
1.00	BIAM.IP-2 CARD,2 CHAN INPUT,AUDIAFLEX	150.42	150.42
3.00	BIAM.OP2E CARD,2CHAN MIC/LINE OUTPUT,INS	92.12	276.36
1.00	BIAM.TI-2 CARD,2CH,TELEPHONE,INTERFACE,C	465.25	465.25
		Sub Total	5,486.27

AUDIO SYS.UPGRADES-OPEN MARKET

Quantity	Description	Price	Extension
1.00	SHUR.MX418SE/C MIC,18"GOOSENECK,SIDE EXT CBL	241.43	241.43

32.00	CONNECTORS	7.50	240.00
2,000.00	WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP	.10	200.00
		<b>Sub Total</b>	<b>681.43</b>

NEW CONTROL SYSTEM

Quantity	Description	Price	Extension
1.00	CRES.TSW1050BS DISP,TOU,10" BLACK, SMOOTH	1,375.83	1,375.83
1.00	CRES.TSW1050TKB ACCE,DOCK STATION TABLE TOP KI	143.31	143.31
1.00	CRES.CP3 CONTROL SYSTEM, OVER NETWORK[	1,031.87	1,031.87
1.00	CRES.CNX-B8-W-T AV,KEYPAD,8BUTT,WHITE	206.38	206.38
1,000.00	CRES.CRESNETPBK WIRE,CRESNET,PLENUM,BLACK,500'	.51	510.00
		<b>Sub Total</b>	<b>3,267.39</b>

NEW CONTROL SYSTEM-OPEN MARKET

Quantity	Description	Price	Extension
1.00	NETG.FS726TPNA DATA,24PORT,10/100,POE	306.76	306.76
		<b>Sub Total</b>	<b>306.76</b>

INTEGRATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING TRAINING, WARRANTY	51,364.43	51,364.43
		<b>Sub Total</b>	<b>51,364.43</b>
		Merchandise:	104,012.92
		Integration:	51,364.43
		Freight:	.00
		Sales Tax*:	.00
		<b>Total Amount:</b>	<b>155,376.96</b>

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$155,376.96

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**Purchasing**

- Item No.41. Discussion and possible action to purchase Eleven (11) iPads with cases for the Public Information Department, pursuant to sections 271.101 and 271.102, Subchapter F. Cooperative Purchasing Program Texas DIR Contract #DIR-SDD-2068, and CDW-G for the iPad cases for a total amount of \$10,699.70. [Requested by Larry Sanchez, Public Information Officer; Account #603-0101-8801 (Capital Outlay fund)]**

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**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 12, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <u>Larry Sanchez, Public Information Officer</u> Name  <u>Public Information Department</u> Entity/Organization	<b>Staff Source:</b> <u>Dr. Cecilia May Moreno</u> Department Head  <u>Purchasing Department</u> Department
<b>Subject:</b> Discussion and possible action to purchase (11) Eleven iPads with Cases for the Public Information Department, pursuant to sections 271.101 and 271.102, Subchapter F. Cooperative Purchasing Program Texas DIR Contract #DIR-SDD-2068, and CDW-G for the cases a total amount of \$10,699.70  [Requested by; Larry Sanchez, Public Information Officer Account Number 603-0101-8801 Capital Outlay fund]	
<b>Background:</b> iPads will be used in the implementation of the Agenda Quick Software and will enable the County to go paperless.	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> Fund number: Balance:	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b> _____	



# Apple Enterprise

SHIP TO:

WEBB COUNTY, TX

PREPARED BY:

Chelsea Moore  
sales\_administration@apple.com  
If mailing PO, please mail to:  
Apple Inc.  
MS 186-ENT  
12545 Riata Vista  
Austin, Texas 78727

Quote Webb_C538-01		Quote Date 6/3/2013	Valid Until 7/3/2013	Customer #	SEA #	
Item Description	Est. Ship	Part Number	Item Price	Qty	Disc Price	Extended Price
TX Contract DIR-SDD-2068						
iPad with Retina display Wi-Fi + Cellular for AT&T 64GB - Black	Within 24 hours	MD518LL/A	\$796.00	11		\$8,756.00
AppleCare+ for iPad	Within 24 hours	S4745LL/A	\$99.00	11		\$1,089.00

Subtotal \$9,845.00

Tax Exempt

Est Shipping

**Total \$9,845.00**

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800-808-4239

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DMJS530	5307104	6/04/2013

**B** JOHN ORNES  
**I** 1110 WASHINGTON ST STE 304  
**L**  
**L** WEBB COUNTY  
**T** LAREDO, TX 78040-4471  
**O**

**S** WEBB COUNTY  
**H** 1110 WASHINGTON ST STE 304  
**I**  
**P** JOHN ORNES  
**L** LAREDO, TX 78040-4471  
**T** Contact: GUSTAVO ORNELAS 956-523-4893  
**O**

Customer Phone # 9565234069

Customer P.O.# TARGUS CASE QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866-405-6241	UPS Ground	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
11	2768812	TARGUS SAFEPORT RUGGED CASE-IPAD 2/3 Mfg#: TAR-THD012US Contract: TCPN TECHNOLOGY SOLUTIONS R5106	77.70	854.70
			SUBTOTAL	854.70
			FREIGHT	.00
			SALES TAX	.00

Terms and Conditions:  
<http://www.cdwg.com/content/terms-conditions/default.asp>

**TOTAL** US Currency  
854.70

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061  
General Phone: 847-371-5000 Fax: 847-419-6200  
Account Manager's Direct Fax: 312-705-6472

*Please remit payment to:*  
*CDW Government*  
*75 Remittance Drive*  
*Suite 1515*  
*Chicago, IL 60675-1515*



**Leticia Gutierrez**

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**From:** Larry Sanchez  
**Sent:** Tuesday, June 11, 2013 10:44 AM  
**To:** Leticia Gutierrez  
**Cc:** Emanuel Rodriguez  
**Subject:** iPads for Commissioner Court Order  
**Attachments:** Quote\_DMJS530.pdf; Webb\_C538-01.pdf

Letty:

Attached, please find the quotes for the iPads that we will need once the Agenda Quick goes live. Can we please get this on the agenda for the meeting of June 24, 2013? Account Number to be used is 603-0101-8801. Please feel free to call me if you have any questions.

Thanks,  
Larry Sanchez  
Webb County Public Information Officer  
956.523.4999

**From:** Emanuel Rodriguez  
**Sent:** Monday, June 10, 2013 2:14 PM  
**To:** Larry Sanchez  
**Subject:** iPad for Commissioner Court Order

Account Number: 603-0101-8801

Background:

The iPads will be used in the implementation of the AgendaQuick software. Since the software will enable the County to go paperless, the iPads will allow the court and various department heads access to the agenda and the backup. Notes can still be taken and saved for further review.

The iPads will be housed and maintained by the Public Information Office.

The following elected officials and department heads will be given an iPad for agenda use:

1. County Judge
2. Commissioner Pct. 1
3. Commissioner Pct. 2
4. Commissioner Pct. 3
5. Commissioner Pct. 4
6. County Auditor
7. Purchasing Agent
8. Executive Administrator to County Judge
9. County Attorney
10. Public Information Officer
11. Public Information Office Control Room

The MIS Department has already acquired quotes for the iPads and the cases used to house them. Both quotes are attached.

---

**Item No.42. Discussion and possible action to dispose of salvage and surplus property equipment that has become obsolete for future use as per Section 263.152 (a) and/or to transfer property to another department as per Section 262.001 (j) of the, Texas Local Government Code and all other miscellaneous items. [Requested by Martin Cuellar, Webb County Sheriff and Aliza Oliveros, Webb County Head Start Director]**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Cmr. Canales motioned to approve items #41 and #42 as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 12, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> <u>Sheriff Martin Cuellar and Aliza Oliveros,</u> <u>Head Start Director</u> Name  <u>Sheriff's &amp; Head Start Department</u> Entity/Organization	<b>Staff Source:</b> <u>Dr. Cecilia May Moreno</u> Department Head  <u>Purchasing Department</u> Department
<b>Subject:</b> Discussion and possible action to dispose of salvage and surplus property equipment that has become obsolete for future use as per Section 263.152 (a) and/or to transfer property to another department as per Section 262.001 (j) of the, Texas Local Government Code and all other miscellaneous items.  [Requested by; Sheriff Martin Cuellar and Aliza Oliveros, Head Start Director]	
<b>Background:</b> The department is removing equipment that is obsolete and is no longer needed from inventory.	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> Fund number: Balance:	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b> _____	

INVENTORY OF ASSETS TO BE DISCARDED AND REMOVED FROM INVENTORY LIST

5/30/2013

Brand	Serial No	Model No
Dell	CN-OCN078-72872-7BF-sWJL	E198FPF
IBM	23X2933	9312AB1
SONY	LCD Color Computer Display	SDM-S51
SAMSUNG	WJ19H9FQ715760X	920WM
DELL	CN-OCN078-72872-78F-SDWL	E198FPf
DELL	CN-OCN078-72872-7B2-07GM	E198FPF
DELL	CN00CN078-72872-7BF-55PL	E198FPF
SAMSUNG	WJ19H9FQ7715750F	920WM
DELL	CN-OCN078-72872-7B6-3D2H	E198FPF
DELL	CN-OCN078-72872-7BF-1WEL	E198FPF
DELL	CN-OCN078-72872-7BF-5DLR	E198FPF
DELL	CN-OCN078-72872-881-14WL-ADD	E198FPF
DELL	CN-OG422M-72872-8CA-1FML	E198FPF
DELL	CN-OF422M-72872-881-1GEL-A00	E198FPF
DELL	CN-OCN078-72872-832-OPRM	E198FPF
IBM	2EX2943	9512-AB1
IBM	8856237	6734-AB0
DELL	CN-FJ181-64180-65U-A1MS	E176-FPC
DELL	MX-OYM223-466.4-73K-11NU	E157FPB
DELL	MX-OYM223-46634-73K-1CKU	E157FPB
VIEWSONIC	PSW061371146	VA902B
HANS-G	630DP3CY11322	HU1716

DELL Monitor	E157FPB/MX0YH2234663473K1M2U	No Tag
IBM Monitor	9512-AB1/23X2946	No Tag
TREVICOM	E14S/922154320007-01	No Tag

PRINTERS OUT OF ORDER

Brother HL-52	U61445E7J116740	County Tag 23009
HP Lasertjet CE 528A	JPBCB9M2GP	County Tag 24828
Brother MFC-8220	V60995E7J374041	County Tag n/a

COMPUTER CPU's OBSOLETE

GATEWAY	0079745743	MFATXPNTYKT500X
IBM NETVISTA	78LGYW9	IS635025U
IBM NETVISTA	County Tag 5763	IS635025u/78LGYN9
IBM NETVISTA	County Tag 5754	IS635025U/78LGZAY
IBM NETVISTA	County Tag 5795	IS635025U/KARLGG0
IBM NETVISTA	County Tag 5746	IS635025U/78LGYDZ
IBM NETVISTA	County Tag 5797	IS635025U/KARLGL4
IBM NETVISTA	County Tag 5752	IS635025U/78LGYF8
IBM NETVISTA	County Tag 5749	IS635025U/78LHAW4
IBM NETVISTA	County Tag 5798	IS635025U/KARAYN5
IBM NETVISTA	County Tag 5757	IS635025U/78LHAG1
IBM NETVISTA	County Tag 5756	IS635025U/78LGYH1
IBM NETVISTA	County Tag 5762	IS635025U/78LHAK0
IBM NETVISTA	County Tag 5747	IS635025U/78LGYB8
IBM NETVISTA	County Tag 5760	IS635025U/78LGYH2
IBM NETVISTA	County Tag 5755	IS635025U/78LHAH7
EMACHINE	County Tag 5082	XRD7/30004559 21333

IBM NETVISTA	County Tag N/A	IS873101AU/KAPL342/PO115605
IBM NETVISTA	County Tag 5794	IS635025U/KARLGM1
IBM NETVISTA	County Tag 5758	1S635025U/78LGYN7

WORKING MONITORS BUT OBSOLETE ASSETS

IBM	23X2956	9512-AB1
IBM	23X2927	9512-AB1

COMPUTERS

COMPAQ CPU	Tag 20875	CNH6221D6P/EX321AA
GATEWAY	Tag 19861	0035778077/Profile 5.5
GATEWAY	Tag No TAG	0035366361/Profile 5.5
IBM	Tag 18743	99ALW64/MTM

PRINTERS/SCANNERS

HP LASERJET 1000 SERIES	Tag 15739	CNBR341677/Q1342A
HP SCANJET 8250	Tag 18272	CN38GT0083
BROTHER HL-53		U62246D9J243872/HL 53
HP COLOR INKJET CD1700		SG33S51109/CB1103A
HP PRINTER	CN6RH08652/Q3703A	Tag 19156
BROTHER Intellifax		U60283M2J879446/4750e

Old video equipment that is currently in the Justice Center. The equipment is not being used and is obsolete.

**INVENTORY ITEMS TO BE DISPOSED FORM**

INVENTORY ITEMS TO BE DISPOSED FORM							
QTY	ITEM DESCRIPTION	MAKE	MODEL #	TAG #	PRESENT LOCATION	REASON	COST
1	Old Grey Projector			2507	#365	Broken	
13	Pieces of Grey Dividers				#365	Old	
1	Beige Desk			11834	#365		
1	Brown Desk			14953	#365		
6	Blue Head Phones		2924AV		#365		
1	Book Shelf			6719	#365		
1	Stove			6952	#365		
2	Desk			5149	#365		
1	Sink			6953	#365		
2	Table Desk			8189	#365		
1	Table Desk			10489	#365		
2	5 Comp. Shelves			4403	#365		
1	Brown Desk			10009	#365		
1	Pantry			4344	#365		
1	Car Seat				#365	Old	
1	2 Drawer File Cabinet			10645	#365		
1	Christmas Tree				#365	Old	
1	Burgandy Desk				#365		
1	Burgandy Big Desk				#365		
1	Fax Machine			5208	#365	Broken	
1	Baby Crib			14122	#365	Out of Compliance	
1	Grey Desk			10403	#365		
1	Play Fridge				#365		









**INVENTORY ITEMS FOR AUCTION FORM**

INVENTORY ITEMS FOR AUCTION FORM								
CENTER NAME					DATE			
QTY	ITEM DESCRIPTION	MAKE	MODEL #	TAG #	PRESENT LOCATION	STORAGE #	CONDITION	COST
1	Cork bullentin board			71313	Muller Storage	#31		
1	Round table			4096	Muller Storage	#31		
1	Round table			8898	Muller Storage	#31		
1	small round table			14111	Muller Storage	#31		
1	small round table			7823	Muller Storage	#31		
1	small round table			985	Muller Storage	#31		
1	small round table			14958	Muller Storage	#31		
1	Frigidaire			10405	Muller Storage	#31		
1	white stove			14957	Muller Storage	#31		
1	small bulletin dvidier	Quartel		11436	Muller Storage	#31		
1	small bulletin dvidier	Quartel		10033	Muller Storage	#31		
1	Refrigerator	Whirlpool		14951	Muller Storage	#31		
1	grey office chair			14612	Muller Storage	#31		
1	small red child's chair			14952	Muller Storage	#31		
28	small blue child's chair			2942	Muller Storage	#31		
3	small yellow child's chair			8702	Muller Storage	#31		
1	Round table				Muller Storage	#31		
1	Dress-up center			3952	Muller Storage	#31		
1	kitchenette			13373	Muller Storage	#31		
1	computer desk hatch			12417	Muller Storage	#31		
1	cubby shelf			3988	Muller Storage	#31		
1	medium shelf 5 dividers			3936	Muller Storage	#31		
1	kitchenette			10238	Muller Storage	#31		
1	square record furniture			3880	Muller Storage	#31		

INVENTORY ITEMS FOR AUCTION FORM

INVENTORY ITEMS FOR AUCTION FORM								
CENTER NAME					DATE			
QTY	ITEM DESCRIPTION	MAKE	MODEL #	TAG #	PRESENT LOCATION	STORAGE #	CONDITION	COST
1	2 drawer file cabinet			4379	Muller Stroage	#365		
30bks	1" White Hi-Tips		6570		Muller Stroage	#365		
1	shelf 5 (dividers)			3934	Muller Stroage	#31		
1	computer desk (classroom)			7844	Muller Stroage	#31		
1	cubbie shelf holder			3945	Muller Stroage	#31		
1	Book holder			8892	Muller Stroage	#31		
1	mirror (dramatic area)			5203	Muller Stroage	#31		
1	shelf (8 dviders)			9522	Muller Stroage	#31		
4	<sup>Shelves</sup> Shelves (8 dividers)				Muller Stroage	#31		
1	Library puppet theater			3726	Muller Stroage	#31		
1	shelf			3724	Muller Stroage	#31		
1	Coat holder (dramatic)			5826	Muller Stroage	#31		
1	5 drawer file cabinet blk			14955	Muller Stroage	#31		
1	Red rectangular table			4833	Muller Stroage	#31		
1	Red rectangular table			4834	Muller Stroage	#31		
1	Yellow rectangular table			14956	Muller Stroage	#31		
1	Yellow rectangular table			14281	Muller Stroage	#31		
1	Brown Rectangular table			7310	Muller Stroage	#31		
1	Cork Bullentin Board			3858	Muller Stroage	#31		
1	Cork Bullentin Board			3815	Muller Stroage	#31		
1	Cork Bullentin Board			14970	Muller Stroage	#31		
1	Cork Bullentin Board			14969	Muller Stroage	#31		
1	Cork Bullentin Board			9331	Muller Stroage	#31		
1	Cork Bullentin Board			14968	Muller Stroage	#31		



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**Item No.43. Discussion and possible action to accept the appraisal for Webb County Courthouse Annex located at 1001 Houston Street.**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Judge Valdez motioned to table item #43. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 12, 2013	<b>Proposed for Agenda of:</b> June 24, 2013
<b>Initiated By:</b> Dr. Cecilia May Moreno, Purchasing Agent Name  <u>Purchasing Department</u> Entity/Organization	<b>Staff Source:</b> <u>Dr. Cecilia May Moreno</u> Department Head  <u>Purchasing Department</u> Department
<b>Subject:</b> Discussion and possible action to accept the appraisal for Webb County Courthouse Annex located at 1001 Houston Street.  [Requested by; Dr. Cecilia May Moreno, Purchasing Agent]	
<b>Background:</b> Previous appraisal was conducted January 22, 2008.	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b> Fund number: Balance:	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>  _____	

**APPRAISAL REPORT OF  
THE UPDATE VALUATION OF  
DOWNTOWN PROPERTY  
AT 1001 HOUSTON STREET  
LAREDO, WEBB COUNTY, TEXAS**

**DATE OF VALUE:  
MAY 31, 2013**

**PREPARED FOR**

**WEBB COUNTY  
PURCHASING DEPARTMENT  
1110 WASHINGTON ST. SUITE 101  
LAREDO, TEXAS 78040**

**PREPARED BY**

**FRANCES VILLARREAL, MSA  
FEE APPRAISER  
1420 SAUNDERS STREET  
P.O. BOX 2614  
LAREDO, TEXAS 78044**



**Webb County  
Purchasing Department  
1110 Washington St., Suite 101  
Laredo, Texas 78040**

Re: Update Valuation of the Court House Annex, located at 1001 Houston Street, being Lot 6 & Part of Lot 7, Block 59, Western Division, Laredo, Texas. The report to update has a date of January 22, 2008.

Dear Sir:

As requested, I have completed the Up Date and reviewed the above mentioned property as of May 31, 2013. Access was not available since the City considered it hazardous to enter. The concluded value of the Subject is as follows:

**Market Value = \$517,000.00**

The effective date of this update is May 31, 2013. The date of exterior inspection was May 31, 2013.

The value estimates are specifically contingent upon the Appraiser's Certification and Statement of Contingent and Limiting Conditions attached to this report, which is intended to comply with the Uniform Standards of Professional Appraisal Practice.

Respectfully submitted,



---

Frances Villarreal, MSA

EXECUTIVE SUMMARY

**LOCATION** .....In the central downtown business District, one block west of San Bernardo Avenue and on the southwest corner of Houston Street and San Augustine Avenue, north of International Bridge I & II in Laredo, Texas.

**LEGAL DESCRIPTION:** Lot 6 and Part of Lot 7, of Block 59, Western Division, Webb County, Texas.

**SITE AREA:** 7,840 square feet

**INTEREST APPRAISED:**.....Fee Simple.

**IMPROVEMENTS:** The Subject property is improved with a building that is known as the Court House Annex. Please see description of improvements for details.

**ZONING:** Central Business District (CBD) was originally called B-2 zoning. Subject is also in the Historical District.

**HIGHEST AND BEST USE:** Historical Use, Non-Economic Use.

**PICTURES** are found in the 2008 REPORT

**VALUE INDICATIONS:** \$517,000.00

**DATE OF VALUE:** May 31, 2013

## APPRAISER'S CERTIFICATION

I certify, to the best of our knowledge and belief:

- the statements of fact contained in this report are true and correct.
  
- the reported analyses opinions and conclusions are limited only by the reported assumptions and limiting conditions and legal instructions, and are the personal, unbiased professional analysis, opinions and conclusions of the appraiser;
  
- the appraiser has no present or prospective interest in the property appraised and any personal interest or bias with respect to the parties involved;
  
- the compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported;
  
- the appraiser has made a personal inspection of the exterior property appraised.
  
- no one provided significant professional assistance to the person preparing this report.

Respectfully submitted,



Frances Villarreal, MSA

State Certification # TX-1322966-G

## CONTINGENT AND LIMITING CONDITIONS

1. This is a Complete Appraisal and a Self-contained Appraisal Report, and it is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice.
2. This appraisal report has been prepared for the exclusive use of the party to whom it is addressed for real estate decisions. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at his own risk.
3. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable.
4. The property is appraised as though under responsible ownership and competent property management unless otherwise stated in this report.
5. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in the report.
6. The Appraiser has made no survey of the property, and all engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. The information furnished by others is believed to be reliable. However, no warranty is given for its reliability.
8. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

9. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in this appraisal report.

11. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

12. Any sketch used in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report.

13. It is assumed that the utilization of the land and the improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of hazardous waste and/or toxic materials. Such determinations would require investigation by a qualified expert in the field of environmental assessment. The presence of such substances as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The Appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in

value unless otherwise stated in this report.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The Appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. The Subject Property will be appraised as an improved parcel. The fee simple value of the property in a "as is" condition will be.

16. Any proposed improvements are assumed to be completed in a good and workmanlike manner in accordance with the submitted plans and specifications.

17. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the part to whom it is addressed without the written consent of the Appraiser, and in any event, only with the proper written qualification and only in its entirety.

19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the Appraiser, or the firm with which the Appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the Appraiser.

## QUALIFICATIONS OF FRANCES VILLARREAL

Studied at: Texas Women's University  
Laredo State University  
St. Mary's University  
Southern Methodist University  
University of Houston  
Math Major

### EXPERIENCE:

State Certified General Real Estate Appraiser # TX-1322966-G  
Texas Appraiser Licensing and Certification Board  
Texas Real Estate Commission - Real Estate Broker License #171264  
Owner of Associated Brokers Realty, located at 1420 Saunders, Laredo, Texas  
Thirty five years experience in Real Estate Appraising.  
Member of the Tax Board of Equalization - 1986  
Fee Appraiser for the Zacate Creek Beautification Project (Condemnation)  
Testified as expert witness in Condemnation Court 1982-2003-2007-2008  
Approved Fee Appraiser for Texas Department of Transportation

National Association of Master Appraiser's designations:  
MSA - Master Senior Appraiser  
MFLA - Master Farm and Land Appraiser

Successfully completed - American Institute  
Course VIII, Single Family Residential Appraisals, SMU - 1976  
Course A-1, Commercial Appraisals, University of Houston - 1977  
Report Writing - 1979, Rates and Ratios - 2003  
American Society of Farm Managers and Rural Appraisers:  
Eminent Domain (A-25) 1994  
Lincoln Institute:  
Principles of Appraising/2003, Practice of Real Estate Appraising/1983, Commercial Investment Appraisals/1983, Farm and land Appraisals/2001,  
Appraisal of Income producing Properties/1991, Principles of Property Inspection/1998.National USPAP update/2003, Construction Estimating'1999,  
Eminent Domain Conference 3/2006  
The Appraiser as an Expert Witness/9/2007,  
National USPAP/3/2008  
CLE International, Eminent Domain, October/2006  
7 hour National USPAP Course 08/18/09  
Fannie Mae today, No 116 2/17/2010  
Identifying Relevant Characteristics, No 019, 2/16/2010  
FHA today, No. 114, 2/18/2010  
Clients include the following:  
City of Laredo, Texas, Department of Transportation, Webb County, various Attorneys and Estates

## TABLE OF CONTENTS

<b>Title Page</b>	
<b>Letter of Transmittal</b>	
<b>Executive Summary</b>	
<b>Photographic Exhibits</b>	
<b>Appraiser's Certification</b>	
<b>Contingent and Limiting Conditions</b>	
<b>Qualifications of Appraiser</b>	
<b>Table of Contents</b>	

Purpose and Scope of Appraisal - Property Rights: -----	1
Scope of Appraisal/ Methodology-----	4
Tax Information: -----	7
Property History: -----	8
Exposure Time and Marketing Period: -----	9
Definition of Terms: -----	10
Special Definition for Historical Buildings: -----	15
Highest and Best Use: -----	22
Sales Comparison Approach: -----	24
Income Approach: -----	39
Method of Appraisal: -----	40
Valuation of Site: -----	42
Cost Approach: -----	53
Conclusion of Market Value: -----	56



## PURPOSE AND SCOPE OF APPRAISAL

An appraisal is simply the act or process of developing an opinion of value. The appraisal process involves selective research into appropriate market areas, the assemblage of pertinent data, the use of appropriate analytical techniques, and the application of knowledge, experience, and professional judgment to develop an appropriate solution to an appraisal problem. The appraiser provides the client with an opinion of real property value that reflects all pertinent market evidence.

The purpose of an appraisal is the stated reason and scope of the appraisal assignment. It is established by the client, and it points to the information that the client needs to answer specific questions pertaining to real property. If the client's questions are clearly understood, the purpose of the appraisal can be described in terms of the information requested.

In this case, the client has asked the appraiser to establish a basis for the purchase of the subject property so that it can be put to a public use, as part of an ongoing historical renovation and reclamation project. The San Agustin Historical Preservation District has been developed in order to preserve the cultural heritage of the City of Laredo, within the larger context of its growth as an international trade center on the border between the United States and Mexico.

It is important to keep in mind that the type of value developed is not dictated by the property type, the size or viability of the market or the ease with which that value can be developed; rather, the intended use of the appraisal determines the type of value to be developed. If the client needs a market value opinion, the appraiser must develop an opinion of market value.

The Subject Property is an abandoned building that is in poor condition and has not been used since 2002. However, according to the Webb County Heritage Foundation it is part of the San Agustin Historical District, to the people of the City of Laredo. It is known as Court House Annex and was built in 1916 and known as the Latin American Club and Casino. It was acquired by the County in 1929 and was probably in existence in the late 1830's

The Appraisal of Real Estate, 12<sup>th</sup> Edition, Chicago, Illinois, Appraisal Institute 2006, Page 12 & 13

On the north side of Houston Street, is the Renovated Webb County Court House. For a detail History of the Subject please see the Addendum of this report.

The Court House Annex Building is the only building on the block that is in the Historical District. The fact that the subject's structural integrity has existed for almost a century, the building is vacant at present.

With these location characteristics in mind, and the fact that the Subject's structural integrity has remained in poor condition with few renovations for well over a century, the client has specified that the Subject Property be appraised as if it were to be used as a public facility, for the use of one or more statewide or community wide entities who are interested in maintaining its **historical significance**. This use would preclude any alteration of the appearance or layout of the Subject Property, things which would most likely be desired if the Subject were to be sold on the Laredo real estate market for private use.

Thus the purpose of this appraisal is to determine the **Public Interest Value** of the Subject Property as a historical landmark, to preserve a significant part of the cultural heritage of the area. **Public Interest Value** is a general term covering a family of non-market value concepts that relate the highest and best use of a property to non-economic uses such as conservation or preservation. The term originated in the 1970's in federal legislation relating to federal lands and federal income taxes. In a landmark article entitled "Public Interest Value and Non economic Highest and Best Use: The Appraisal Institute's Position," published in the spring of 1996, issue of Valuation Insights and Perspectives, a publication of the Appraisal Institute, Woodward S. Hanson, MAI, wrote that the common threads running through the Public Interest Value appraisal are as follows:

A particular public (or non economic) interest is selected as the highest and best use

The principal, and often the only, comparables are public transactions.

A governmental agency is frequently the principal, or potentially the only, likely purchaser.

Intent of the purchaser is prima facie evidence of highest and best use and the comparability of transactions used for comparisons.

Location is rarely, if ever a major consideration in making adjustments (although Location adjustments can be appropriate).

Because highest and best use is "similar" among the transactions considered, their indications may be "averaged" to develop a unit of comparison.

## SCOPE OF APPRAISAL/METHODOLGY

In the process of completing this appraisal, the appraiser carried out the following steps:

1. Mr. Eloy Ramirez, purchasing director and I discussed the purpose of the appraisal in 2007 and the steps that would be entailed in carrying out the assignment.
2. I met with Margarita Araiza, Executive Director of the Webb County Heritage Foundation and discussed the purpose of the foundation and she gave me copies of the history and other information she had in her file.
3. Did research on the concept of Public Interest Value, with particular use being made of the facilities of the Lum Library of the Appraisal Institute and of the Real Estate Research
4. Made an exterior physical inspection of the Subject Property, and read historical accounts of its place in the fabric of the City of Laredo throughout its existence.
5. Studied a plan made by Turner, Hickey and Associates restoration proposal of the Subject Property.
6. A restoration cost proposal was also studied that was made in 1992 for the Court House Annex building.
7. Made a study of potential comparable sales in the Laredo area over the past twenty years.
8. Discussed the appraiser's inability to uncover sales which are truly comparable in historical significance in the Laredo area with appraiser's in other Texas markets.
9. Obtained sales data on comparable sales in the Austin area, which were useful in refining the value conclusion of this appraisal, a conclusion which also takes into consideration the Cost Approach to Value.

10. The results were analyzed and conclusions were drawn.

This appraisal is intended for use by Webb County in making a real estate decision of the Subject Property.

EXECUTIVE SUMMARY

**LOCATION** .....In the central downtown business District, one block west of San Bernardo Avenue and on the southwest corner of Houston Street and San Augustine Avenue, north of International Bridge I & II in Laredo, Texas.

**LEGAL DESCRIPTION:** Lot 6 and Part of Lot 7, of Block 59, Western Division, Webb County, Texas.

**SITE AREA:** 7,840 square feet

**INTEREST APPRAISED:**.....Fee Simple.

**IMPROVEMENTS:** The Subject property is improved with a building that is known as the Court House Annex. Please see description of improvements for details.

**ZONING:** Central Business District (CBD) was originally called B-2 zoning. Subject is also in the Historical District.

**HIGHEST AND BEST USE:** Historical Use, Non-Economic Use.

**PICTURES** are found in the 2008 REPORT

**VALUE INDICATIONS:** . \$517,000.00

**DATE OF VALUE:**.....May 31, 2013

### TAX INFORMATION

The Subject Property has been valued for tax purpose by the Webb County Appraisal District; however, has given the Subject a value of \$993,550 for 2013. (No change since 2007) Since the property is owned by Webb County, no taxes are paid.

## SALES HISTORY OF THE SUBJECT PROPERTY

The Subject Property has not changed hands within the last fifty years period, nor has it been listed for sale by the owners in the real estate market with any real estate agency. It has been owned by Webb County for almost a century.



## EXPOSURE TIME AND MARKETING PERIOD

In this part of the report, the exposure time and prospective marketing period for the Subject Property in its present condition will be considered.

Exposure time can be defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time exists before the effective date of the appraisal. It is assumed that a six to 10 month exposure on the open market prior to the effective date of the appraisal would be sufficient to allow market recognition of the property's value. North East Laredo appears to be developing at a fast pace in the area. Office area is being built in the area. Recent improvements in the local economy are especially encouraging.

Marketing time is an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal. Marketing time exists after the effective date of an appraisal. Marketing time for the Subject Property is anticipated to be less than 12 months after the termination of the exposure period. Again, the very accessible location, of the Subject Property makes it very attractive. However, being in the Historical District may make it more difficult to sell to another investor than the Webb County to make the renovations.

## DEFINITION OF TERMS

**Ad Valorem Tax:**

A real estate tax based on value.

**Allocation or Abstraction Method:**

Method of appraising vacant land; allocation of the appraised total value or sale price of the property between land and building either on a ratio basis or by subtracting a figure representing building value or price from the total appraised value or price of the property.

**Amenities:**

Qualities that are pleasing and agreeable, generally intangible benefits of property ownership.

**Assessed Value:**

The amount of value assigned to a property for property tax assessment purposes.

**Band of Investment:**

Method of estimating interest and capitalization rates based on the rate of mortgage interest available and the return on equity required.

**Capital:**

An agent of production, construction and equipment costs; investment money.

**Capitalization:**

A process whereby, income is converted to a lump sum capital value.

**Capitalization Rate:**

A single rate that blends all aspects of the property into one fraction that relates value to income.

**Direct Capitalization Method:**

Income capitalization technique; value is estimated by dividing net operating income for one year, usually the first year of stabilized occupancy, by the overall capitalization rate.

**Discounted Cash Flow (DCF) Analysis:**

A technique of income capitalization; estimated future income over the life of an investment is discounted at a certain rate to determine the present value of the investment.

**Discount Rate:**

1. In appraising, the rate of return on investment in the physical components of land and buildings. It may also be applied to the rate of return of the legal components of leased fee and leasehold interests; sometimes referred to as risk rate or interest rate.
2. The annual percentage rate that reflects the competitive rate of return on an investment. The term is used to distinguish a rate of return on an investment from the rate of interest (interest rate) on borrowed funds, and they are not interchangeable.
3. The charge member banks must pay to the Federal Reserve on their borrowings.

**Economic Trend:**

A pattern of related changes in some aspect of the economy, upon which an appraiser can base adjustments or conclusions.

**Elements of Comparison:**

Four categories of information about sales: terms of sale, time of sale, location elements and physical elements.

**Elements of Value:**

Four prerequisites that must be present for an object to have value: utility, scarcity, demand and transferability.

**Estate:**

A person's ownership interest in real property.

**Fee Simple:**

An estate in real property by which the owner has title without limitation or end.

**Fixed Expenses:**

Costs that are more or less permanent, and which vary little from year to year.

**Functional Utility:**

The combination of the usefulness and the attractiveness of a property.

**Highest and Best Use:**

The reasonable and probable use of a property that will support the highest present value.

**Indirect Costs (Expenses):**

All of the time and money costs involved in a project that are not directly involved with construction. Examples are accounting costs, legal fees and advertising expenses.

**Liquidity:**

The ease with which property can be converted into cash.

**Market Value:**

The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and not being affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what they consider their best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**Neighborhood Cycle:**

Period during which most of the properties in a neighborhood go through four phases: development, stability, decline and revitalization.

**Net Operating Income:**

Annual income remaining after deducting operating expenses (fixed and variable expenses, including repairs and replacements) from the effective gross income.

**Net Present Value:**

The difference, if any, between the present value of expected benefits (positive cash flows) and the present value of capital outlays (negative cash flows).

**Present Value:**

The value of a future payment or a series of future payments discounted to the current date or to "time zero".

**Operating Expenses:**

Day-to-day, out of pocket expenses required to run a property.

**Percentage Adjustment:**

A type of sales adjustment, in which the difference between the comparable sale and the subject is calculated as a percentage of the sale price. As opposed to a Lump Sum Dollar Adjustment, in which a specific dollar amount is added or subtracted for each differing feature, or a Unit of Comparison Adjustment, in which sales prices are converted to price per appropriate unit.

**Principle of Anticipation:**

A cardinal principle of real estate valuation which states that value is the present worth of future benefits, both income and intangible benefits.

**Principle of Conformity:**

The concept that maximum value results; when properties in a neighborhood are relatively similar in size, style, quality, use and type.

**Principle of Substitution:**

A valuation principle which states that when a property can be easily replaced by another; the value of such property tends to be set by the cost of acquiring an equally desirable substitute property.

**Principle of Supply and Demand:**

A valuation principle that states that prices and rent levels increase when demand is greater than supply; and tend to decrease when supply exceeds demand.

**Reconciliation:**

The process by which the appraiser reviews; and considers the indicated values developed by the applied approaches to arrive at a final value conclusion.

## Special Definitions for Historical Buildings

**Historical Cost:** The cost of a property when it was originally constructed.

**National Register of Historic Places:** An official listing of historic and cultural resources in the United States that are considered worthy of preservation under the National Historic Preservation Act of 1966. Prior to 1966 properties listed in the register were mainly national historic landmarks and national historic sites. Since that time the scope of the register has expanded to include sites of local, state, and regional significance as well.

**Historic District:** An area designated to retain and preserve its historic quality. The 1966 Historic Preservation Act defined the involvement of the federal government in historic preservation. The authority to create local historic districts usually comes from state legislation authorizing municipalities or counties to establish historic districts under their general zoning powers.

**Renovation:** The process, in which older structures or historic buildings are modernized, remodeled or restored. Generally, the objective of renovation is to maintain or restore the basic plan and style of a building rather than to modify the original design by accretions or alterations, though new construction often accompanies restoration. Renovation is closely associated with urban renewal and may encompass the development of facilities to serve the community; also called *rehabilitation*.

**Rehabilitation:** also called *renovation*.

**Restoration:** A type of renovation in which a property is returned to its original appearance and condition.

**Reproduction Cost:** The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate of replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, super adequacies, and obsolescence of the subject building.

**Special-Purpose Property:** A limited-market property with a unique physical design, special construction materials, or a layout that restricts its utility to the use for which it was built; also called special-design property.

**Segregated Cost Method:** Also called *unit-in-place*. A cost-estimating method in which total building cost is estimated by adding together the unit costs for the various building components as installed.

**Quantity Survey Method:** A cost-estimating method in which the quantity and quality of all material used and all categories of labor required are estimated and unit cost figures are applied to arrive at a total cost estimate for labor materials.

### Notes

*The cost approach is most applicable in valuing new or proposed construction when the improvements represent the highest and best use of the land and land value is well supported.*

*Depending on the purpose of the appraisal assignment, the cost approach can be used to develop an opinion of the market value or use value of special-purpose properties and properties that are not frequently exchange in market.*

*The difficulty of estimating depreciation in older properties may diminish the reliability of the cost approach in that context.*

**Limited-market property:** A property that has relatively few potential buyers at a particular time.

**Special-purpose property:** A limited-market property with a unique physical design, special construction materials, or a layout that restricts its utility to the use for which it was built; also called *special-design property*.



**Limited-market properties:** may be appraised based on their current use or the most likely alternative use. Due to the relatively small markets and lengthy market exposure needed to sell such properties, there may be little evidence to support an opinion of market value based on their current use. The distinction between market properties and limited-market properties is subject to availability of relevant market data. If a market exists for a limited-market property, the appraiser must search diligently for what ever evidence of market value is available.

**Note that the type of value developed is not dictated by the property type, the size or viability of the market, or the ease with which that value can be developed; rather, the intended use of the appraisal determines the type of value to be developed.**

**Public Interest Value** is a general term covering a family of non-market value concepts that relate the highest and best use of property to non-economic uses such as conservation or preservation. The term originated in the 1970s in federal legislation relating to federal lands (i.e., private-public exchanges of federal lands deemed to be in the public interest) and federal income taxes (i.e., tax deductions for certain types of donations or dedications of private land for public purposes). The issue of public interest value has also come up in determining the just compensation required in land acquisitions by federal agencies.

Huge amount of public funds are involved in what has become a highly controversial subject. The United States General Accounting Office criticized the use of public interest value in valuations within the Arctic National Wildlife Refuge and blocked proposed acquisitions of lands applying public interest concepts as early as the late 1980s. There have been a number of attempts to apply the same concepts since then, but most have been called *market value* even though they apply the some concepts and rationales. The Appraisal Institute has officially stated the public interest value concepts are not to be applied when the purpose of the appraisal is to estimate market value. The federal Interagency Appraisal Task Force has spoken clearly on the issue, stating a conclusion that is consistent with that of the Appraisal Institute and pointing out the possible violation of federal laws that can be involved with transgressions. The American society of Farm Managers and Rural Appraisers issued and unequivocal statement that follows the same theme as the statements by the Appraisal Institute and the Interagency Task Force.

Public interest value remains a contentious and divisive issue, and appraisers valuing conservation easements, view easements, wetlands, historic sites, and similar properties must be aware of both history of the debate and any current rulings or position taken by the parties involved.

**Future Use of Subject:**

1. According to Webb County Staff, several banks in the area maybe interested in purchasing the subject for the purpose of office expansion. Expansion would be for offices or other bank needs.

The following information is found in the 2008 Report and has not changed:

1. Description of the City of Laredo
2. Location Map
3. Data on the Neighborhood
4. Flood Map
5. Description of Improvements

On 1/29/2008, Mr. Eloy Ramirez sent me a plan of a report and the estimates they had done. In conclusion the copy of the letter is attached.

Webb County Purchasing Dept.  
1110 Washington St., Suite 101  
Laredo, Texas 78040  
(956) 523-4125  
(956) 523-5010 Fax

To: Ms. Frances Villarreal

Date: 1-29-08

From: Eloy Ramirez, Jr.

Re: Court House Annex

I got you some information that you might want to consider for the appraisal of the Old Court House Annex.

Business use: Total Square feet: 17,089 x \$250.00 sq. ft. = \$4,272,250.00

Restoration: Total square feet: 17,089 x \$475.00 sq. ft. = \$8,117,275.00

Please call me at your convenience

## HIGHEST AND BEST USE

As it is stated in The Appraisal of Real Estate, Twelfth Edition,  
Page 649

Highest and Best Use; *Public Interest Value* is a general term covering a family of non-market value concepts that relate the highest and best use of property to **non-economic uses such as conservation or preservation.**

Generally the Highest and Best Use may be defined as: The reasonably probable and legal use of vacant land or in improved property that is physically possible, appropriately supported and financially feasible and that results in the highest value.

This definition takes into account the contribution of a specific use to community and community development goals as well as the benefits of that use to individual property owners. It is said and argued that market value is unquestionably measured by the public interest and public benefit, not solely by the traditional economically based private real estate market. Unfortunately, the appraiser often finds it difficult to measure the great good or the greatest happiness in terms of dollars and cents. Since almost all of the appraisal practice is based on the theory of the concept of private property which can be traded in an open market place for measurable consideration or money.

Sometimes property can have value which extends beyond the monetary consideration which it commands among private institutional and individual investor in any particular market. Such is the case of the Subject, which is a symbol of something often quite abstract, often complex, such as the cultural identity of a neighborhood, a community, a region or a nation. These are transactions involving properties important to our American identity. These properties have depreciation and deferred maintenance very difficult to estimate. The cost, comparable Sales and the Income approach, the three approaches to value recognized by the appraisers, would be difficult to apply to valuation of this historic land mark.

The San Augustine Historical District has restrictions which prohibit the destruction or alteration of any property without first obtaining permission. The *Court House Annex* is a registered Texas Historical Landmark and according to the Director of Webb County Heritage Foundation has not been renovated at present. Historical buildings lend credibility to many of the best cultural heritage of the entire region, such as its long-term peace and stability, the pioneering spirit which still drives our economy, the log prosperity of the region and the permanence of our deep Spanish and Mexican roots. The subject Property's value to the community, its quality of life, is greater than can easily be estimated using traditional method of valuation.

Fortunately for this appraiser, other communities in Texas are also making efforts to preserve their architectural heritage. These sales will be useful to valuation of the Subject in that the significant part of the intent of the buyer is preservation of Texas cultural heritage. By expanding this market area, the appraiser has been able to find comparable sales which provide useful means for the valuation of the *Court House Annex*. This indicated value will be seen in the Improved Sale Comparable Approach. This will be considered the Highest and Best Use of Property Improved.

In considering Highest and Best Use of Land as though Vacant, we remember that land is said to have value and that improvements could not be replaced, the appraiser has used the reproduction cost of improvements. This may not be the best indicator; however, it was done to show the extent of the research done and the costs of preservation and restoration of historical properties.

In summary, the appraiser is of the opinion that the *Court House Annex* is a special purpose property and in the interest of the public should have a public use or function as a museum or business use but continue as a historical building enriching the neighborhood, city and region with its cultural and continuance of preservation for generation to come. Highest and Best Use is as a *public interest use*.

## SALES COMPARISON APPROACH

The Sales Comparison Approach employs the principle of substitution. Ideally, comparably improved properties are located, researched and verified; then adjustments are made to account for variations in financing terms, improvements, size, time, location or other differences. After adjustments are estimated for the Comparable Sales, units of measure are extracted from the Comparable Sales and are applied to the Subject Property.

Since the purpose of this appraisal is to determine the **Public Interest Value** of the Subject Property as a historical landmark, to preserve a significant part of the cultural heritage of the area. In a landmark article entitled "Public Interest Value and Non Economic Highest and Best Use: The Appraisal Institute's Position," published in the Spring, 1996, issue of *Valuation Insights and Perspectives*, a publication of the Appraisal Institute, Woodward S. Hanson, MAI, wrote that the common threads running through the Public Interest Value appraisal are as follows:

- A particular public (or non economic) interest is selected as the highest and best use.
- The principal, and often the only, comparables are public transactions...
- A governmental agency is frequently the principal, or potentially the only, likely purchaser.
- Intent of the purchaser is prima fascia evidence of highest and best use and the comparability of transactions used for comparisons.
- Location is rarely, if ever a major consideration in making adjustments (although Location adjustments can be appropriate).
- Because highest and best use is "similar" among the transactions considered, their indications may be "averaged" to develop a unit of comparison.

After a detailed search for improved sales of historical buildings sold for public interest value in Laredo, and none were found, we researched other



cities and found that Austin, a most similar city to Laredo did have some comparables with which we could extract a value for the Subject and the method was:

- **Price per Square Foot**..... Measures value per square foot of building area. Derived by dividing the sale price by the building area of the comparables. Indicated price multiplied by area of Subject.

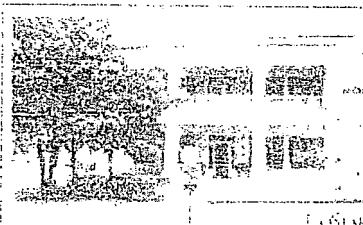
The following improved property sales were used in this appraisal report:

## Comparable #1

900 W 14th St  
 The Naughton-Myrick Mansour  
 Austin, TX 78701-1519  
 Single Tenant Low Rise of 5,718 SF Sold for \$1,000,000

CENTAR  
 10000

Buyer  
 Texas Cotton Ginners Association  
 400 W 15th St Ste. 1010  
 Austin, TX 78707-1547  
 (512) 476-8388  
 Seller  
 Independent Bankers Association  
 c/o Mary Lange  
 408 W 14th St  
 Austin, TX 78701-1619  
 (512) 474-6889



<b>Legal Data</b>			
Recording Date:	03/16/1999	Sale Price:	\$1,000,000
Escrow/Contract:	Not Available	Status:	Confirmed
Days on Market:	N/Av	Building SF:	5,718 Gross
Exchange:	N/Av	Price/SF:	\$174.89
Conditions:	Not Available	Cap Rate:	N/Av
Land Area SF:	9,583	Down Payment:	\$1,000,000
Acres:	0.228	Pct Down:	100%
SF/SF Land Gross:	5104.15	Doc No:	13398-1437
SF/SF Land Net:	330.26	Trans Tax:	N/Av
Year Built:	1872	Age:	127
Coverage:	27%	Zoning:	DMLH, Austin
Parking Spaces:	7	Lot Dim:	76 x 128
Parking Ratio:	1.22/1000 SF	No Tenants:	1
FAR:	.6	Improv Ratio:	71%
		Submarket:	CBD
		Corner:	No
Frontage:	76' W. 14th St		
	128' San Antonio St	Property Type:	Office
Comp No:	TRC-34302-04-9919		

Income/expense

listing broker  
 Colliers Oxford Commercial, Inc.  
 519 Congress Ave Ste. 1500  
 Austin, TX 78701  
 (512) 474-2400  
 Jeff Coddington, Mark Greiner  
 selling broker  
 None involved per principal

Financing

Not Applicable - all cash sale  
 Net Spandable (rate): N/Av (N/Av)

Property Characteristics

Building

Yr Built	Bldgs	Stories	Construction	Veneer	Condition	Comments
1872	1	2	Frame/wood	Stone	Good	

Total Buildings: 1

Building Class: C

Parking

Composition	Open	Open Tandem	Covered	Covered Tandem	Total Spaces	Condition
Asphalt	1		6		7	

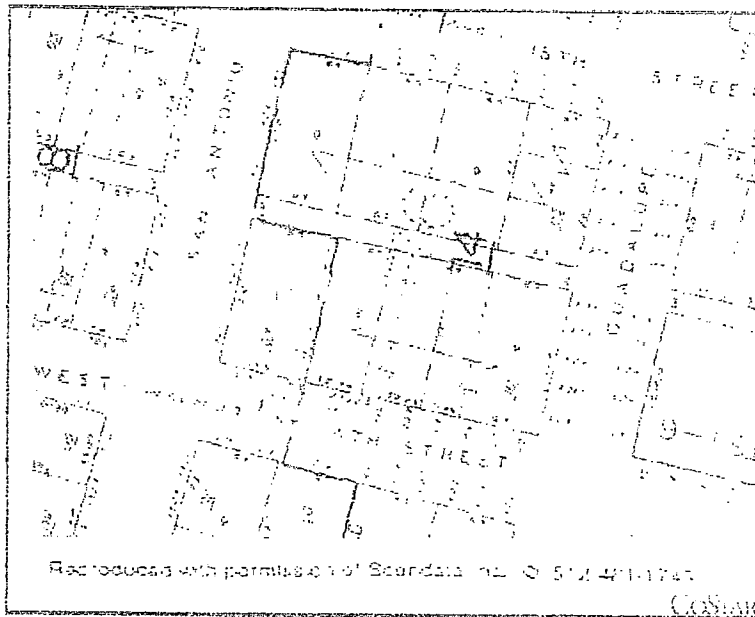
Total Spaces: 7

Parking Ratio: 1.22/1000 SF

Plot map

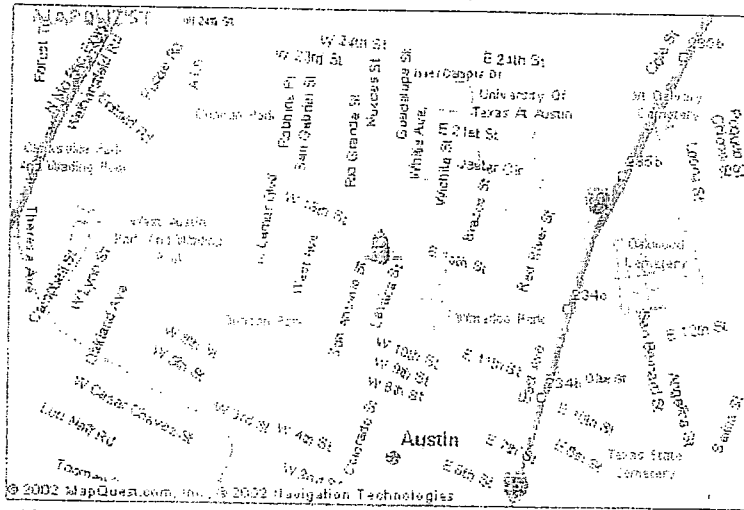
Map: 555-N Legal: Lot 1 & W 7' of lot 2 blk 175

Corps No: TRC-34302-04-9919 Parcel Number: 02-1002-1409 Title Co: Texas Professional Title Co.



This plat map is derived from tax assessor's maps. No opinion is expressed concerning the accuracy of any information contained herein.

site map



This site map is derived from MapQuest.com Inc. No opinion is expressed concerning the accuracy of any information contained herein.

**description**

\* Miscellaneous use: Special warranty deed. Grantor has leased back property on short term basis. Terms were as follows: Grantor will move into building when grantor vacates. The sale price was \$1.2 million.  
 Grid: 4351  
 Quarters: 100  
 Replacement value: \$508,471

\* Note: The building is located on a lot that is currently zoned for commercial use.

\* Features: 2 asphalt-paved parking spaces including 1 handicapped space. Additional provides cover for 6 parking spaces. Parking spaces are accessed by an alley running along the northern lot line. Access to the building from the parking area is either by a walkway that has a 1/2 passenger elevator which provides access to the addition and the original structure to the same level.

\* Description: Property was reported to be in poor condition at time of sale and is a registered Austin Landmark. Acquired by the Texas Savings & Loan League in 1979, it was fully restored at that time. In 1996, grantor added a third floor and a circular ramp to the building, as well as adding exterior railing and making the original entrance accessible. The building is configured with a total of 12 private offices: 9 in the original structure, Security/Alarm system, and 11-man elevator located throughout the building. There are 1 restrooms: 1 on the main level and 1 on the 3rd level. There are 6 separate HVAC units, all thermostat controlled in zones throughout the building. The property's Historic Landmark designation affords tax incentives from the jurisdictions in which the property is located; the amount varies depending on whether the property is owned by profit-making business or a qualified nonprofit entity. Original structure was built in 1871 and has wood p & b foundation, limestone exterior walls. A 2nd story addition in rear, built in 1911, had concrete p & b foundation, masonry steel structure w-concrete & stucco exterior panels. Board was added in 1996 with concrete slab foundation and concrete masonry exterior panels. Board removal for the effective year of 1996.

1991 10/22/99: 2708.575  
As: 10/22/99

1991 10/22/99: 2708.575  
As: 10/22/99

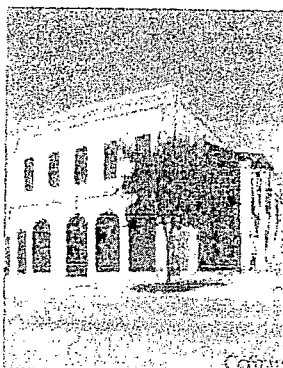
Printed by: Linda Hoffman  
Date: 01/10/2000  
Email: lphoffm@ccle.com  
Phone: 407/823-8100  
Web Site: 407/823-8100  
Updated Date: 01-10/2000

## Comparable # 2

**0222 E 6TH ST**  
 Carrington Building  
 Austin, TX 78701-3747  
 Single Tenant Low Rise of 5,978 SF Sold for \$965,000

CAPITAL  
 LEASING  
 & SALES

**buyer**  
 Carrington Group ( LLC )  
 c/o Michael L. Brown, Atry.  
 712 Main St Ste. 2120  
 Houston, TX 77002  
 (713) 216-2444



**seller**  
 McEwen-Martin, Inc.  
 c/o Robert B. McEwen (Pres.)  
 313 S Congress Ave  
 Austin, TX 78704-1220  
 (512) 448-7791

**vitai data**

Recording Date: 02/15/2002  
 Escrow/Contract: 45 days  
 Days on Market: 120 days  
 Exchange: No  
 Conditions: Historical Site  
 Land Area SF: 8,332  
 Acres: 0.203  
 S/SF Land Gross: \$109.26  
 S/SF Land Net: \$44.80  
 Year Built: 1873 Age 129  
 Coverage: 34%  
 Parking Spaces: 13  
 Parking Ratio: 2.17/1000 SF  
 PAR: .68  
 Frontage: 69' E 6th  
 128' Red River  
 Comp No: TRC-18397-03-0220

Sale Price: \$965,000  
 Status: Confirmed  
 Building SF: 5,978 Rentable  
 Price/SF: \$161.43  
 Cap Rate: N/A  
 Down Pmnt: \$193,000  
 Pct Down: 20%  
 Doc No: 2002030022  
 Trans Tax: N/A  
 Zoning: CBD, Austin  
 Lot Dim: 128 x 69  
 No Tenants: 2  
 Improv Ratio: 59%  
 Submarket: CBD  
 Corner: Yes

Property Type: Office

**income/expense**

Seller was in owner/oper. Buyer will be the same.

**listing broker**

Capital Leasing Management & Sales  
 800 Brazos St Ste. 310  
 Austin, TX 78701  
 (512) 477-6655

Dean Leper

selling broker

Sayers & Associates, Inc.  
 1717 W 6th St Ste. 295  
 Austin, TX 78703-4777  
 (512) 472-6100

Gary Thompson

**financing**

1st Comerica Bank  
 Bal/Pmt: \$772,000  
 Net Spendable (rate): N/A (N/A)

property characteristics

major tenants

Wilson-Brown Productions, Arrowhead Film & Video, Sibley-Peterson Design, Inc, Umlaut Interactive

Building

Address	Yr Built	Serial	SF	Bldgs	Stories	Construction	Venue	Condition	Comments
522 E 6th St	1873	UQ6857	5,978	1	2	Masonry	Stone	Good	

Total Buildings: 1

Building Class: C

parking

Composition	Open	Open Tandem	Covered	Covered Tandem	Total Spaces	Condition
Asphalt	13					13 Average

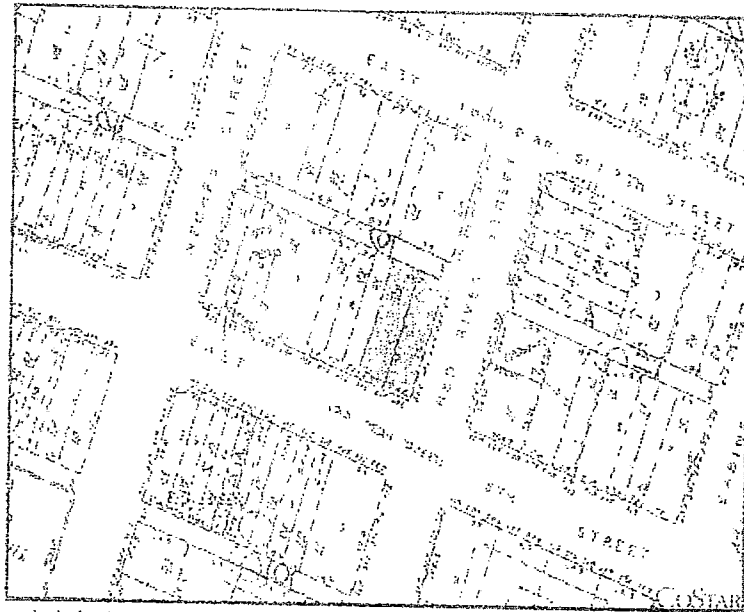
Total Spaces: 13

Parking Ratio: 2.17/1000 SF

plat map

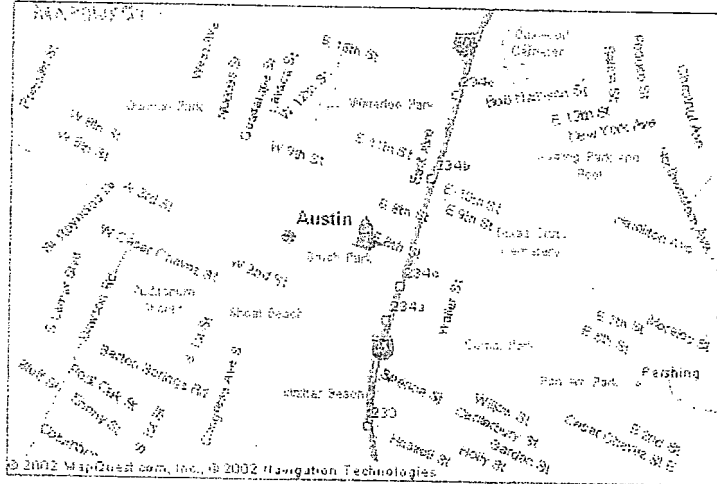
Map: 535-X Legal: Lot 4 blk 55 Original City of Austin

Comp No: TRC-18397-03-0220 Parcel Number: 02-0504-0505-0000 Title Co: Texas American Title Co. of Austin



This plat map is derived from tax assessor's maps. No opinion is expressed concerning the accuracy of any information contained herein.

site map



This site map is derived from MapQuest.com Inc. No opinion is expressed concerning the accuracy of any information contained herein.

description

Additional information  
owner contact  
cell phone  
817 442 1777

listing agent  
acknowledged film website  
(817) 442-1169

listing agent  
3142 E. 11th Street Austin TX 78722

listing broker reported the subject property was purchased by LBJ in very good condition, with no deferred maintenance.  
Owned by listing broker.

listing broker reported that the subject property was built in 1935 and is considered a historic building.

report for development shows that is comprised of four and a half acres  
Glenn-Scott Productions, Inc, Antioch Film & Video, Wibley Reed Design, Inc & Delgado, LLC.

total area: 0.1120  
lot area: 0.001

listing agent contact  
800 222 3333 (TX)

contacted by Denise Saladin  
date: 11/18/2003  
agent: real estate/office manager/owner  
cell: (817) 442-1777  
web: www.lbj.com  
updated Date: 01/11/2004



## Comparable # 3

1803 WEST AVE

Austin, TX 78701 -1038

Office/ Residential of 5,031 SF Sold for \$800,000

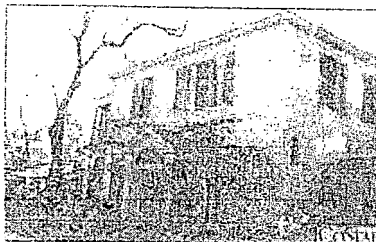
CLONAR  
2/1

buyer:

Gaddis Real Property Holdings ( LLC )  
1805 Rio Grande St  
Austin, TX 78701

seller:

Robert T. Davis  
1803 West Ave  
Austin, TX 78701-1038



vital data

Recording Date:	11/19/1998	Sale Price:	\$800,000
Escrow/Contract:	N/Av	Status:	Confirmed
Days on Market:	N/Av	Building SF:	5,031 Gross
Exchange:	N/Av	Price/SF:	\$159.01
Conditions:	Assemblage	Cap Rate:	N/Av
Land Area SF:	12,420	Down Pmt:	N/Av
Acres:	0.285	Pct Down:	N/Av
S/SF Land Gross:	\$64.41	Doc No:	N/Av
3/SF Land Net:	\$41.22	Trans Tax:	N/Av
Year Built:	1900 Age 98	Zoning:	GO-H, Austin
Coverage:	20%	Lot Dim:	Irregular
Parking Spaces:	12	No Tenants:	N/Av
Parking Ratio:	2.39/1000 SF	Improv Ratio:	36%
FAR:	.41	Submarket:	CBD
Frontage:	70' West Ave	Corner:	No
Comp No:	TRC-71936-12-9819	Property Type:	Office

income/expense

Grantee is purchasing two abutting properties to assemble with subject property for a campus-style setting for the expansion of grantee's advertising firm. T3

listing broker

Unknown

selling broker

Unknown

financing

1st Security State Bank & Trust  
Bal/Pmt: \$800,000  
Net Spendable (rate): N/Av (N/Av)

property characteristics

building

Yr Built	Sides	Stories	Construction	Veneer	Condition	Comments
1900	2	2	Frame/stucco	Stone	Good	

Total Buildings: 2  
 Building Class: C

parking

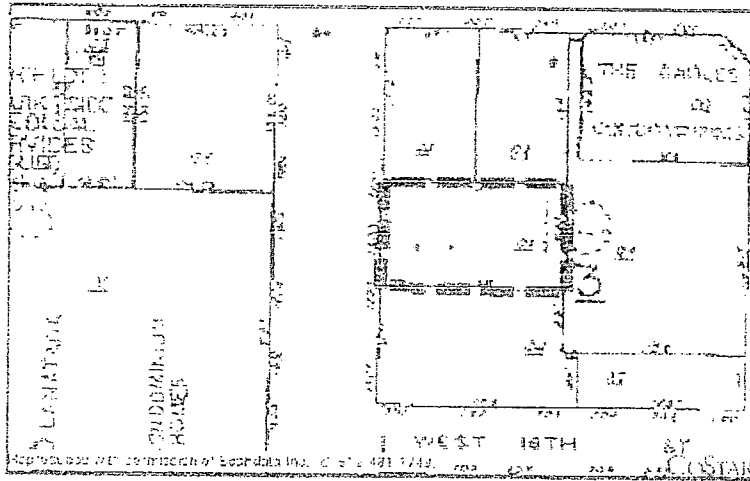
Composition	Open	Open Tandem	Covered	Covered Tandem	Total Spaces	Condition
Asphalt	10					10 Not Available

Total Spaces: 12  
 Parking Ratio: 3.39/1000 SF

plat map

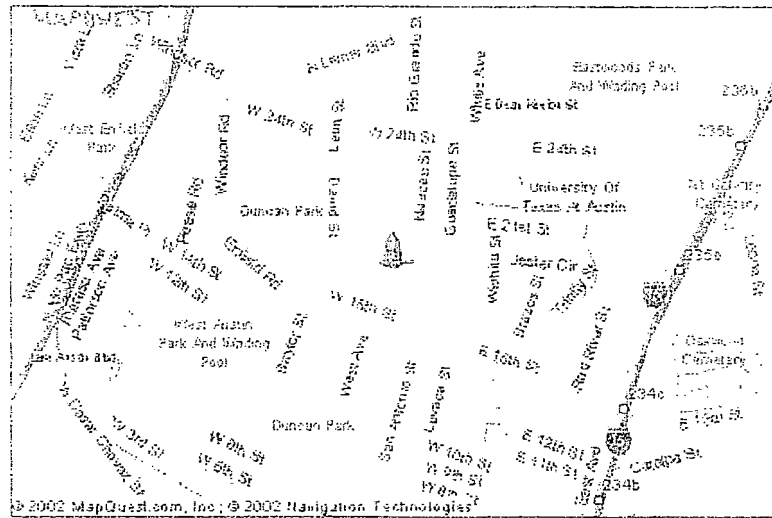
Map: 535-J Legal: Center 30' of W 136' of Olt 19 Division E

County No: TRC-71935-12-9819 Parcel Number: 02-1101-0307 Title Co: Not Available



This plat map is derived from tax assessor's maps. No opinion is expressed concerning the accuracy of any information contained herein.

site map



This site map is derived from MapQuest.com Inc. No opinion is expressed concerning the accuracy of any information contained herein.

**description**

financing:  
 1st 500000 2nd 500000 3rd 500000

Confidence in the accuracy of the data is not guaranteed.

Category	Rate	Value	Tax Rate
01	0.0000	0.00	0.0000
02	0.0000	0.00	0.0000
03	0.0000	0.00	0.0000
04	0.0000	0.00	0.0000
05	0.0000	0.00	0.0000
06	0.0000	0.00	0.0000
07	0.0000	0.00	0.0000
08	0.0000	0.00	0.0000
09	0.0000	0.00	0.0000
10	0.0000	0.00	0.0000
11	0.0000	0.00	0.0000
12	0.0000	0.00	0.0000
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15	0.0000	0.00	0.0000
16	0.0000	0.00	0.0000
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28	0.0000	0.00	0.0000
29	0.0000	0.00	0.0000
30	0.0000	0.00	0.0000
31	0.0000	0.00	0.0000
32	0.0000	0.00	0.0000
33	0.0000	0.00	0.0000
34	0.0000	0.00	0.0000
35	0.0000	0.00	0.0000
36	0.0000	0.00	0.0000
37	0.0000	0.00	0.0000
38	0.0000	0.00	0.0000
39	0.0000	0.00	0.0000
40	0.0000	0.00	0.0000
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42	0.0000	0.00	0.0000
43	0.0000	0.00	0.0000
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82	0.0000	0.00	0.0000
83	0.0000	0.00	0.0000
84	0.0000	0.00	0.0000
85	0.0000	0.00	0.0000
86	0.0000	0.00	0.0000
87	0.0000	0.00	0.0000
88	0.0000	0.00	0.0000
89	0.0000	0.00	0.0000
90	0.0000	0.00	0.0000
91	0.0000	0.00	0.0000
92	0.0000	0.00	0.0000
93	0.0000	0.00	0.0000
94	0.0000	0.00	0.0000
95	0.0000	0.00	0.0000
96	0.0000	0.00	0.0000
97	0.0000	0.00	0.0000
98	0.0000	0.00	0.0000
99	0.0000	0.00	0.0000
100	0.0000	0.00	0.0000

Total \$2.51  
 Define building and site of nice finishes throughout, including hand-carved woodwork, tile, fireplace, pitched metal roof  
 minor repairs included replacement of rotting wood on the front porch.  
 1991 real estate tax: \$1,554.51

1. 1/2 acre lot. Property comprises a two-story office building with 4 gross building area of 10,000 sq. ft. and a freestanding marriage house configured for a 500 sq. ft. office apartment located above a 500 sq. ft. double car garage. Building is located in improved section 11 for office purposes only.

1 year built 1994

1. 1/2 acre lot. Property is currently in process of closing on the other nearby properties of which time the financing will be handled.

Total Area: 1.0000  
 Year Acquired: 1994

Doc Num: 199401100  
 Bk/Av: 199401

Confidence in the accuracy of the data is not guaranteed.  
 Date: 11-01-1994

SUMMARY OF COMPARABLE SALES:  
FOR PUBLIC INTEREST VALUE

<u>SALE #</u>	<u>DATE</u>	<u>PRICE/SQ.FT.</u>
1	03/1999	\$174.89
2	02/2002	\$161.43
3	11/1998	\$159.01

PARAMETER #1- PRICE PER SQUARE FOOT:

The above sales indicate a range of prices per square foot from \$174.89 to \$159.01 per square foot. Comparable Sales #1, #2, and #3, which are the most recent and similar, are adjusted on the Improved Property Adjustment Grid, which follows this section of the report. On this grid, the comparable sales are compared individually to the Subject, with the sale, not the Subject, being adjusted. The idea is to make the sale as much as possible equal to the Subject, adjusting for factors of difference, such as property rights, financing, conditions of sale, market conditions or time, location, building size, age, quality and condition, functional design, land to building ratio, economic characteristics and permitted uses.

Major areas of difference between the Subject and each comparable sale or Time, Location, Age and Land to Building Ratio. No adjustments have been made for other categories, where the Subject and the comparable sales are considered equal.

A slight adjustment was made to all the sales for location, since the Subject was superior. Time adjustment was made of 10% to all of the Sales. A small adjustment was made for Age of 5%.

All sales have been given equal weight as adjusted.

The value basis for the Subject is determined to be \$264.00 @ per square foot of improvement area.

Now it is possible to calculate the Market Value of the Subject Property by the Cost per Square Foot Parameter for the Direct Sales Comparison Approach for Renovated Properties.

$$\$264.00 \times 17,089 = \$4,511,496.$$

The Public Interest value indication for the Subject Property is \$4,512,000.00, as calculated by the Comparables cost per Square Foot Parameter.

#### SALES COMPARISON ANALYSIS CONCLUSION

The Public Interest value indication of \$4,512,000 has been determined for the Subject Property by the Direct Sales Comparison Approach for Improved Properties. The Cost per Square Foot Parameter has been relied upon, as the data on which it is based is considered very reliable.

This value takes into consideration that the Subject Building has been rehabilitated for business or offices.

Please refer to the Improved Property Adjustment Grid, which follows.

## Insert Grid

IMPROVED PROPERTY ADJUSTMENT GRID				
Annex Court House, 1001 Houston Street, Laredo, Texas 78040				
SALE NUMBER:	SUBJECT	1	2	3
Property Rights Conveyed:	Fee	Fee	Fee	Fee
Financing Terms:	Cash/Conv.	Cash	Cash/Conv.	Cash/Conv.
Conditions of Sale:	Typical	Typical	Typical	Typical
Date of Sale:	As of 2/2008	03/26/1999	02/15/2002	11/19/1998
Location:	1001 Houston	408 14th Street/Austin	522 6th St. Austin	1803 West Austin
Bldg. Area, S.F.:	17,089	5,718.00	5,978	5,031
Bldg. Age, Years:	100	127	129	98
Bldg. Quality:	Good	Good	Good	Good
Bldg. Condition:	Good	Equal	Equal	Equal
Functional Design:	Average	Average	Average	Average
Land/Bldg. Ratio:	0.46:1	1.67:1	1.48:1	2.47:1
Occupancy @ Sale:	NA	Vacant	Vacant	Vacant
Material:	Masonry	Masonry	Masonry	Masonry
Price per S.F.:	?	\$174.89	\$161.43	\$159.01
<b>ADJUSTMENTS:</b>				
Property Rights:		0.00%	0.00%	0.00%
Adjusted Basis:		\$174.89	\$161.43	\$159.01
Financing:		0.00%	0.00%	0.00%
Adjusted Basis:		\$174.89	\$161.43	\$159.01
Conditions of Sale:		0.00%	0.00%	0.00%
Adjusted Basis:		\$174.89	\$161.43	\$159.01
Market Conditions (Time):		10.00%	10.00%	10.00%
Adjusted Basis:		\$192.38	\$177.57	\$174.91
Location:		30.00%	30.00%	30.00%
Bldg. Area:		0.00%	0.00%	0.00%
Bldg. Age:		20.00%	20.00%	20.00%
Bldg. Quality:		0.00%	0.00%	0.00%
Bldg. Condition:		0.00%	0.00%	0.00%
Functional Design:		0.00%	0.00%	0.00%
Land/Bldg. Ratio:		-5.00%	-5.00%	-5.00%
Economic Characteristics:		0.00%	0.00%	0.00%
Permitted Uses:		0.00%	0.00%	0.00%
Gross Adjustments:		45.00%	45.00%	45.00%
Net Adjustments:		45.00%	45.00%	45.00%
Indicated Comparable Values:		\$278.95	\$257.48	\$253.62
X Weight		0.34	0.33	0.33
Contribution to Subject Value:		\$94.84	\$84.97	\$83.69
Subject Value Indication:		\$263.51 / Sq. Ft., or	\$264.00 , rounded	

## THE INCOME APPROACH, DIRECT CAPITALIZATION

The Income Approach, Direct Capitalization, is an appraisal technique which gives primary consideration to the investment aspects of the Subject Property.

Since the value we are considering is a public interest value, and is in poor condition the Income Approach was not used.

## METHOD OF THIS APPRAISAL FOR LAND MARKET VALUE

Accepted procedures as taught and endorsed by the Uniform Standards of Professional Appraisal Practice and the Appraisal Institute generally require the employment of three basic approaches to value: Cost, Market and Income.

The Cost Approach is the process of estimating reproduction cost new of the existing improvements and deducting the resultant accrued depreciation from this figure. Land value is then estimated and the two figures are added together to produce an indicated value for the Subject.

The Market Data or Direct Sales Comparison Approach employs the Principle of Substitution. Comparable sales are located, researched and verified; then adjustments are made to account for variations in improvements, size, time, location or other differences to produce an indicated value for the Subject. This approach will be used using other non-economic sales that were in a historical district but were not in the City of Laredo. None of the sales were in the poor condition of the subject.

The Income Approach to value is a technique for finding an indication of the value of a property by capitalizing the estimated net annual rental income or by discounting the future income potential of the Subject Property. This approach is applied to properties that can reasonably be expected to be purchased based upon the future income streams the properties are capable of producing and involve three basic steps: This is a non-economic use.

1. Estimation of present and or future Market Rent and Net Operating Income.
2. Development of appropriate capitalization and/or discount rate(s).
3. Capitalization of income into a value estimate or discounting future income streams to determine their present value.

A measure of the validity of the Income Approach is the degree of likelihood that the property would be purchased for its income potential. Due to its present condition, an income estimate is not possible to estimate, and it has been vacant for 5 years, this approach will not be used.



Since this is Self-Contained Appraisal, Complete Report, the Subject Property will be evaluated using the applicable techniques as described above.

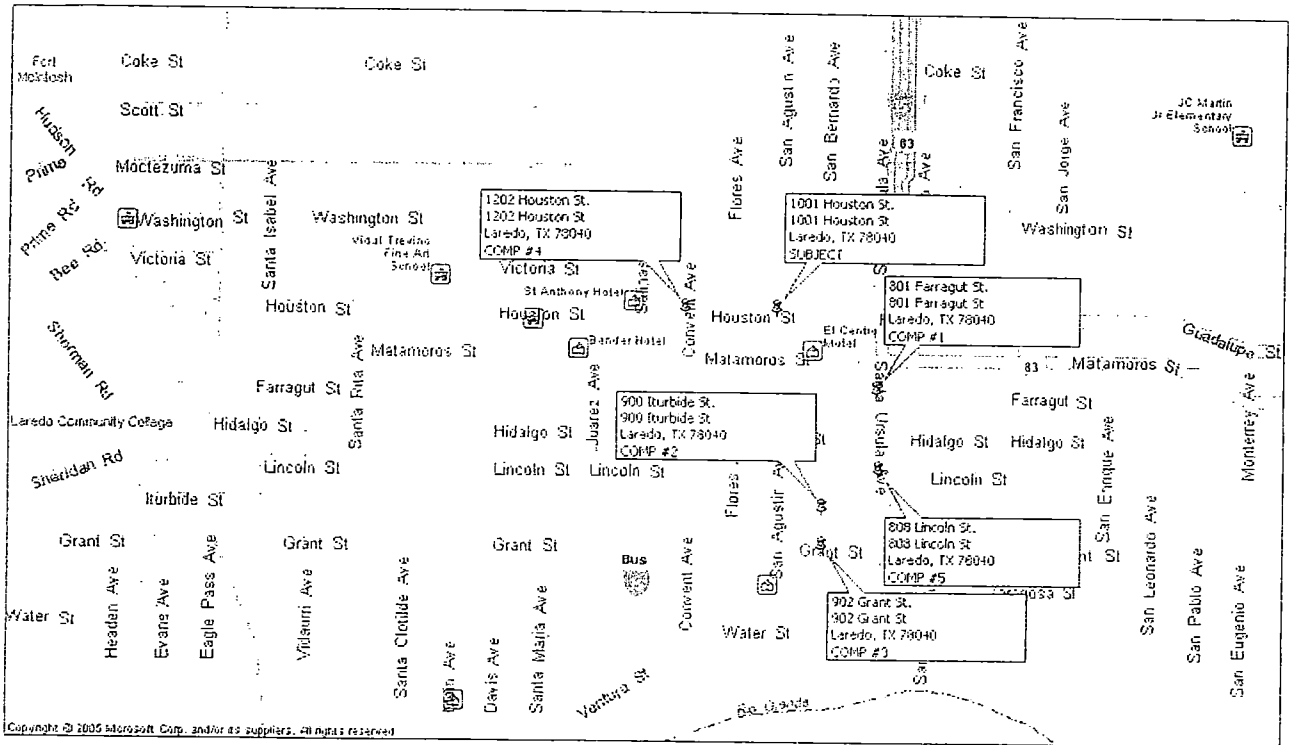
## VALUATION OF SITE

The site of the Subject Property will be evaluated by the Sales Comparison Approach. The Sales Comparison Approach is a method of estimating Market Value, whereby a Subject Property is compared with comparable properties which have sold in the not too distant past. One premise of the Sales Comparison Approach is that the open market will determine a price for the property being appraised in the same manner that it determined the prices of comparable, competitive properties. Essentially, the Sales Comparison Approach is a systematic procedure for carrying out comparison shopping. In this approach, the comparison is applied to the unique characteristics of real estate that cause its prices to vary.

The appraiser has done intensive research in sales and did not find sales of vacant land in the Central Business District in the last five years.

The comparable sales which we will study for this appraisal are the following:

# COMPARABLE SALES MAP



COMPARABLE LAND SALE NO. 1

LOCATION:.....Southeast corner of the intersection of  
Farragut Street and Santa Ursula Avenue,  
(IH-35). 801 Farragut Street.

LEGAL DESCRIPTION.....Lot 6 & 7, Block 44 Western  
Division, City of Laredo, Webb County,  
Texas.

DATE OF SALE... April 28, 1998

RECORDING INFORMATION..... Warranty Deed. Webb  
County Public Records, Volume 624, Page  
678.

GRANTORS.....Falcon National Bank

GRANTEES.....Laredo National Bank

ZONING.....B-2, Central Business District

SHAPE.....Rectangular and level

UTILITIES.....All city available

CURRENT USE....Parking Lot

LAND SIZE.....12,345 square feet

SALE PRICE.....\$300,000

UNIT SALE PRICE..... \$24.30 per square foot

DATA SOURCE.....Grantee, Webb County Records

COMMENTS..... It is used as a parking lot for LNB. All  
improvements were razed and according to  
Grantee had not been given any value.

COMPARABLE LAND SALE NO. 2

LOCATION..... Southeast corner of Iturbide Street and San Agustin Avenue, 900 Iturbide Street.

LEGAL DESCRIPTION.....Lot 8, 9 & 10 Block 25, Western Division, Laredo, Texas, County of Webb.

DATE OF SALE....March 31, 1998

RECORDING INFORMATION..... Warranty Deed. Webb County Public Records, Volume 619, Page 125.

GRANTORS.....Richter Properties

GRANTEES.....Robert O. Gonzalez

ZONING.....B-2, Central Business District

SHAPE.....Rectangular and level

UTILITIES.....All city available

CURRENT USE....Parking lot

LAND SIZE.....20,386 square feet.

SALE PRICE.....\$301,500

UNIT SALE PRICE..... \$ 14.80 per square foot

TERMS OF SALE.....Cash to Seller

DATA SOURCE.....Grantee, Webb County Records

COMMENTS.....San Agustin Avenue was closed to auto traffic and does not appear to have heavy pedestrian traffic.

COMPARABLE LAND SALE NO. 3

LOCATION.....Northeast corner of the intersection of San Agustin Avenue and Grant Street. 902 Grant Street.

LEGAL DESCRIPTION.....Lots 1, 2 & 15.38' of Lot 3, Block 25, Western Division, Laredo, Texas, County of Webb.

DATE OF SALE.....March 31, 1998

RECORDING INFORMATION.....Warranty Deed, Webb County Public Records, Volume 619, Page 120.

GRANTORS.....Gloria F. de Villarreal, Judith A. Guzman, Leandro J. A. Ferrino and Guillermo E. A. Ferrino.

GRANTEES.....Roberto O. Gonzalez

ZONING.....B-2, Central Business District

SHAPE.....Rectangular and Level

UTILITIES.....All city available

CURRENT USE....Parking Lot

LAND SIZE.....15,290 square feet

SALE PRICE.....\$218,500

UNIT SALE PRICE..... \$14.29 per square foot

DATA SOURCE.....Grantee, Webb County Records

COMMENTS..... San Agustin Avenue was closed to auto traffic and does appear to have heavy pedestrian traffic.

COMPARABLE LAND SALE NO. 4

LOCATION.....1202 Houston-Southeast corner of Victoria and Convent Avenue, eight blocks north Bridge I.

LEGAL DESCRIPTION.....Lot 6, Block 128 Western Division, Laredo, Texas, County of Webb.

DATE OF SALE.....June 14, 1995

RECORDING INFORMATION: ...Warranty Deed. Webb County Public Records, Volume 325, Page 502.

GRANTORS.....Guillermo Alarcon and Graciela Alarcon

GRANTEES.....Carlos C. Mejia and France A. Mejia

ZONING.....B-2, Central Business District

SHAPE.....Rectangular and level

UTILITIES.....All city available

CURRENT USE... Vacant Land, Parking lot

LAND SIZE..... 6,173 square feet

SALE PRICE..... \$179,000

UNIT SALE PRICE..... \$29.00 per square foot

TERMS OF SALE.....Cash to Seller

DATA SOURCE.....Grantee, Webb County Records

COMMENTS.....The adjacent lot was purchased for parking for the Mejia Engineering Offices. Mr. Mejia was of the opinion that he had paid 15% more because of his need for parking.

COMPARABLE LAND SALE NO. 5

LOCATION: .....808 Lincoln-Northwest corner of the intersection of Santa Ursula Avenue and Lincoln Street.

LEGAL DESCRIPTION.....Lot 4 & 5, Block 43 Western Division, Laredo, Texas, County of Webb.

DATE OF SALE.....June 1, 1994

RECORDING INFORMATION: .....Warranty Deed. Webb County Public Records, Volume 177, Page 762.

GRANTORS: .....Camp Ahuehuate #2364, Woodmen of the World.

GRANTEES: .....U.E.T.A.

ZONING.....B-2, Central Business District

SHAPE.....Rectangular and level

UTILITIES.....All city available

CURRENT USE ... Vacant Land, Parking lot

LAND SIZE.....12,346 square feet

SALE PRICE.....\$310,000

UNIT SALE PRICE.....\$25.10 per square foot

DATA SOURCE.....Grantee, Webb County Records

COMMENTS.....Older fraternal building added nothing to the value since it was razed. Value was for land only.



## SUMMARY OF COMPARABLE SALES:

Comparable	Financing	Sale Date	Size (SF)	Price/Sq/ Ft.
1	Cash.	4/'98	12,345	\$24.30
2	Cash	3/'98	20,386	\$14.80
3	Cash	3/'98	15,290	\$14.29
4	Cash	6/'95	6,173	\$29.00
5	Cash	6/'94	12,346	\$25.00
Subject		5/'13	7,840	

### ANALYSIS OF COMPARABLE SALES AND ADJUSTMENTS:

Like the Subject Property, all of these sales are located in Downtown Laredo. The appraiser has chosen the most recent sales which were the best indicators of the City economy. In the attached Vacant Land Adjustment Grid, the various factors which were found through market evidence to affect value are discussed on the following pages. To estimate adjustment, the "paired sales" technique has been used where possible. This is a process of extracting adjustments by pairing sales which are similar to each other in most respects. Ideally, the paired sales have only one difference between them, thus allowing a true measurement of value for that particular varying factor. It is unfortunate that the market does not always allow for exact market-derived measurements. In these cases, the appraiser must temper his judgment with information gathered from outside sources, such as other appraisers and others active in the market.

### ELEMENTS OF COMPARISON:

- 1. Property Rights Conveyed** - All sales and the Subject involved or involve conveyance of fee simple property rights. No adjustments were deemed necessary.
- 2. Financing Terms** - can have an influence on value when special conditions were the cause of a property selling for a higher price. Low interest rates, low or no down payment and extended amortization have been found to influence value. No adjustments were deemed necessary here, as all sales were made for cash or with the use of conventional financing at market rates.

All subsequent adjustments are applied to the sales price per square foot after adjustments for property rights conveyed and special financing.

**3. Time or Market Conditions Adjustment** - is important because if appreciation or depreciation of land prices over a period of time can be documented through market evidence, then the date of sale would be the basis for adjusting the comparable sales to current market trends and conditions. Although sales ranged from 3/1998 to 6/1994 the market did not indicate any adjustments that were deemed necessary. Therefore, no adjustment was made for Time or Market Conditions on the attached **Vacant Land Adjustment Grid.**

All subsequent adjustments are made to the adjusted land price after the Market conditions adjustment.

**4. Sales Conditions-** Sale #5, was a sale of a lot adjacent to the Mejia Engineering Building, and after talking to Mr. Mejia, who told us that in his opinion he had paid approximately 15% more, since he wanted the land and that it had a small structure that was a restaurant. This sale was adjusted by 15%

**5. Size** - sometimes has an influence on value when the property involved is smaller or larger than the typical size for its particular highest and best use. At times, properties having otherwise equal characteristics could vary considerably in size and still sell for an equal price per square foot. The sales studied in the downtown area indicated an adjustment of 10% for Sale #1, 20% for Sale #2 & #3, and an adjustment of 10% for Sale #5. No adjustment was made to Sale #4. All adjustments have been made on the **Land Grid.**

**6. Location** -Location affects property value because of the varying degrees of traffic counts, and the commercial quality of the neighborhood, causes the value of a property to increase or decrease. Sale #1, #4 & #5 had superior location, with frontage on IH-35 and a high traffic count, and were adjusted by -10% each. In the downtown area, location is a key factor of value. After adjusting Sale #1 for location (\$21.87) and paring this sale to Sale #3 which was similar in all respects except for location we arrived at an indicated difference of roughly 40%. For this reason Sales #2 & #3 were adjusted by 40%. These sales were located on a one way narrow street which were a dead end to the east and with the street to the west being closed,

adding to poor traffic circulation. For this reason it was deemed necessary to adjust these sales upward by 40%. No adjustment was made for zoning, since all were zoned CBD.

All adjusted sales have been considered with higher preference given to Sale #1 which had fewer adjustments and was most recent. A value basis conclusion of \$25.00 per square foot has been concluded, within the range of adjusted and unadjusted comparable values. This figure is considered market-justified.

The Market Value of the Subject Site, in it's present condition, can be calculated as follows:

$$\begin{array}{rcl} \text{Price/S.F. X Area} & & = \text{Site Value} \\ \$25.00 \text{ X } 7,840 \text{ s.f.} & & = \$196,000 \end{array}$$

The value of the Subject Tract, were it vacant and not restricted by the Historical District would be calculated to be \$196,000 ®.

Please refer to the attached Vacant Land Adjustment Grid, which follows.

VACANT LAND ADJUSTMENT GRID															
1001 Houstonn Pedro Street, Laredo, Texas (Lot 2)															
Subject:		7,840	Sq. Ft.												
Sale #	Date	Sq. Ft.	\$/Sq. Ft.	Rights	Finan.	Net Price/ Sq. Ft.	Market Conds.	Sale Conds.	Adjusted Sq. Ft.	Price	Size	Access	Location	Total Adjust.	Subject Value/Sq. Ft.
1	04/98	12,345	\$24.30	\$0	\$0	\$24.30	0.00	0.00	\$24.30	0.10	0.00	-0.10	0.00	0.00	\$24.30
2	03/98	20,386	\$14.80	\$0	\$0	\$14.80	0.00	0.00	\$14.80	0.20	0.00	0.40	0.60	0.60	\$23.68
3	03/98	15,290	\$14.29	\$0	\$0	\$14.29	0.00	0.00	\$14.29	0.20	0.00	0.40	0.60	0.60	\$22.86
4	06/95	6,173	\$29.00	\$0	\$0	\$29.00	0.00	-0.15	\$24.65	0.00	0.00	-0.10	-0.10	-0.10	\$22.19
5	08/94	12,346	\$25.10	\$0	\$0	\$25.10	0.00	0.00	\$25.10	0.10	0.00	-0.10	0.00	0.00	\$25.10
Subject		2/08	7,840												
Indicated Value per Square Foot, Subject:														\$25.00	
<p>1 Adjustment Process begins with sales price per sq. ft. of each sale.</p> <p>2 First adjustment is for property rights conveyed and is applied directly to the sales price per sq. ft.</p> <p>3 Adjustment for sales conditions/financing is applied to the sales price per sq. ft. after property rights conveyed.</p> <p>4 Adjustment for market conditions is applied to the adjusted price per sq. ft. after conditions of sale/financing.</p> <p>5 All other adjustments are applied to the adjusted price per sq. ft. after market conditions.</p>															

## THE COST APPROACH

The replacement cost and the depreciated cost of the improvements will now be determined by the Cost Approach. In this approach, the appraiser estimates the replacement cost of the improvements, usually with the help of a cost indexing service. After a factor is included for accrued depreciation, the value of these improvements can be estimated. To this figure can be added the value of the land, as determined by the Direct Sales Comparison Approach, to reach an estimate of present-day Market Value.

**The Cost Approach works best with new or nearly new improvements, where depreciation, which is a subjective factor, can be minimized.**

Because the improvements on the Subject Property are not new, and are to be constructed of the most modern and functionally adequate materials possible, and since there are no signs of external depreciation in the community, depreciation is high due to the present condition, and the Cost Approach should be a some very useful tool in determining the Market Value of the Subject as improved.

In this appraisal, the Marshall Valuation Service will serve as a cost index reference. It is the recognized authority in its field, and this office has access to the latest updates.

The cost of the improvements will be broken down into square-foot increments on the Calculator Cost Form, Replacement Cost which follows this section of the report. The cost per square foot method is used as opposed to the segregated cost method because it is generally considered easier to use and understand by appraisers and clients alike. A basic cost per square foot is determined with the help of Marshall, where commercial buildings are classified into groups according to function and quality. By matching characteristics, one can extrapolate similarities and estimate the square-foot cost of the Subject Property. The Subject would be classified in the Marshall Valuation Service as a **Class C, Good Quality High-Value Building (Section 12, Page 19)** at \$218.00 per square foot, after all adjustments are applied.

A 10% Entrepreneurial Profit has been added to the reproduction cost, of the Subject Improvements, considered sufficient to entice a willing entrepreneur into undertaking a similar enterprise.

There are signs of curable physical depreciation. Incurable physical depreciation, or normal wear and tear, was considered by the age/life method. This takes the effective age of the improvements and is divided by the life of the improvements. The effective life is 5 years and the economic life expectancy is 60 years. Incurable physical depreciation is estimated at 95% was applied to all of the improvements.

In the reproduction cost no depreciation was applied for functional or external obsolescence.

After depreciation, has been applied, the depreciated replacement cost of all improvements on the Subject Property is estimated at \$321,363. The land has already been valued at \$196,000. Therefore, the value indication for the Subject Property, as calculated by the Reproduction Cost Approach, is \$517,363. or \$517,000 ®.

The Calculator Cost Form follows.

## Grid/Cost

CALCULATOR COST FORM - REPLACEMENT COST					
Annex Court House at 1001 Houston Street, Laredo					
1					
2					
3					
4					
5					
6					
7	Building Occupancy -	SECTION 1	SECTION 2	SECTION 3	SECTION 4
8	Building Class -	Government Offices			
9	Building Quality -	"C"			
10	Exterior Wall -	Average			
11	No. of Stories -	Brick			
12	Average Story Height -	3			
13	Average Floor Area -	10			
14	Average Perimeter -	17,089			
15	Effective Age -	360			
16	Economic Life -	50			
17	Condition -	75			
18		Good			
19					
20	Region -	Central			
21	Climate -	Mild			
22					
23					
24	Base Square Foot Cost	\$218.00			
25					
26	Square Foot Refinements				
27	Heating, Cooling, Ventilation -	\$2.40			
28	Elevator Deduction -	0			
29	Miscellaneous - AC Cooling	\$0.00			
30	Total (Lines 24-29) -	\$220.40			
31					
32	Height and Size Refinements				
33	No. of Stories Multiplier -	1.6			
34	Story Height Multiplier -	1.15			
35	Floor Area-Perimeter Multiplier -	0.910			
36	Combined Height-Size Multiplier -	1.674			
37					
38	Final Calculations				
39	Refined Square Foot Cost -	\$369.04			
40	Current Cost Multiplier -	1.09			
41	Local Multiplier -	0.85			
42	Final Square Foot Cost -	\$341.91			
43	Area -	17,089			
44	Total Cost -	\$5,842,960			
45	Lump Sums -	\$0			
46	Replacement Cost -	\$5,842,960			
47	Entrepreneurial Profit (10%) -	\$584,296			
48	Total Replacement Cost New -	\$6,427,255			
49	Depreciation % -	95.00%			
50	Depreciation Amount -	\$6,105,893			
54	Depreciated Cost -	\$321,363			
55					
56					
57	Value of Site:	\$198,000			
58	Value of Improvements:	\$321,363			
59	Value by Cost Approach:	\$517,363	or	\$517,000 rounded	
60				Entrepreneurial Profit = 10% RCN	
61					
62					
63					
64					
65					

## CONCLUSION

The three value conclusions derived in this appraisal report are as follows:

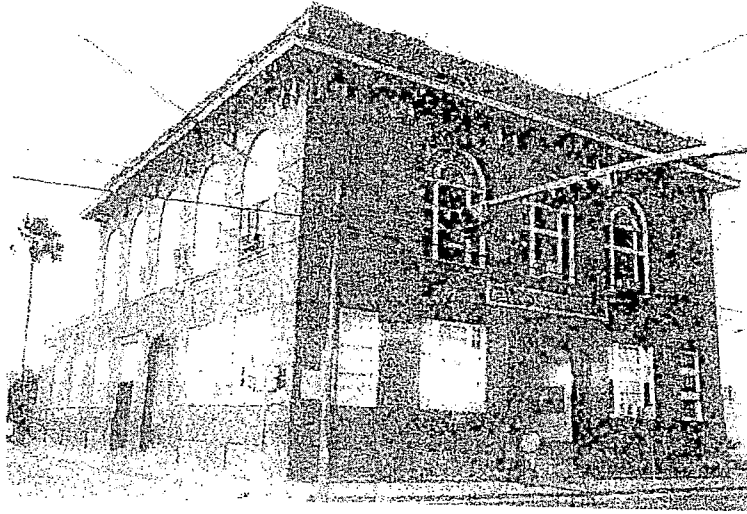
1. Estimated Value in as is by the Cost Approach: \$ 517,000
2. Public Interest Value by the Sales Comparison Approach: \$4,512,000
3. Income Approach: \$ Not applicable

The Public Interest Value or Special Use Value of the Subject Property in a rehabilitated condition is estimated to be \$4,512,000., as of the effective date of this appraisal.

The Market Value in as is condition is \$517,000 ®.



**ADDENDUM**



The Courthouse Annex: 1001 Houston Street. Built c. 1916 it was in its earliest years known as the Latin American Club and the Casino. It was built as a club for Laredo gentlemen, where they met to bowl, shoot billiard, play chess and dominos. It was acquired by the County in 1929.

#### DISCUSSION ON PROPOSED GOVERNMENT PLAZA PROJECT

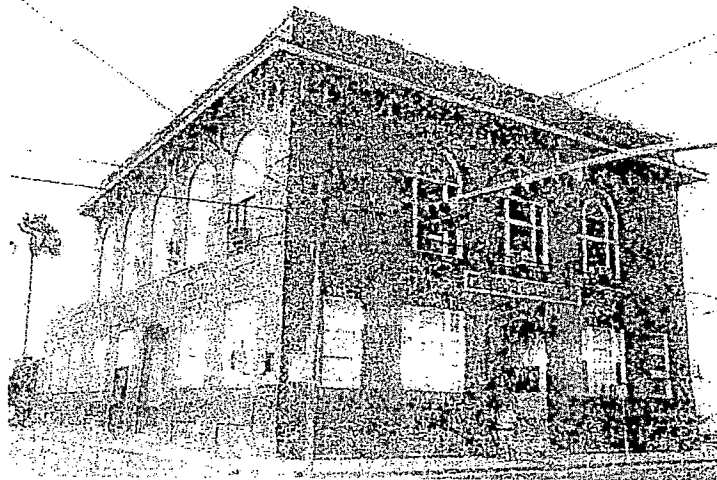
At the Foundation's regular Board meeting on February 7th, Board members discussed the proposed Government Plaza project. There was general agreement about many features of the project, especially the City/County commitment to remain downtown, and the concept of open green spaces. Overall, the consensus was that it was a good starting position.

The Board, however, expressed concerns that the proposed design calls for eliminating, by demolition, every single, existing older structure in the area, except one (the County Courthouse). This departs from the current, ongoing downtown revitalization activities around City Hall which dramatically demonstrates progress based on the rehabilitation of existing, historic buildings. To see what can be done, we recommend that our members take a look at these recently renovated buildings around the City Hall.

Another suggestion of the Board was that the proposed new construction for the area be reduced to a more human scale and that some of the architectural elements be more in keeping with that of the Laredo area.



TARGETED FOR DEMOLITION



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DISCUSSION ON PROPOSED GOVERNMENT PLAZA PROJECT

At the Foundation's regular Board meeting on February 7th, Board members discussed the proposed Government Plaza project. There was general agreement about many features of the project, especially the City/County commitment to remain downtown, and the concept of open green spaces. Overall, the consensus was that it was a good starting position.

It was also noted that the proposed design calls

# The Webb County Courthouse Annex

## Introduction

The Webb County Courthouse Annex, located at 1001 Houston St., has played an instrumental role in the expansion of Webb County government since the annex was put into service in 1929. Although presently in need of restoration, the two story, Beaux Arts building displays a majestic edifice that embodies much of its original architectural character, contributing to the rich architectural diversity of Laredo, the county seat. Opposite the newly restored Webb County Courthouse, the building currently houses the 49th District Drug Impact Court which uses the courtroom, the adult probation office, the county's risk management department, and a county records repository in its basement.

## Webb County in the Early Twentieth Century

From 1900 to 1930 considerable growth occurred in Webb County, as the twentieth century brought sweeping changes to the South Texas brush country. Large scale commercial agriculture of onions, tomatoes, carrots melon and citrus was realized through pump house irrigation from the Rio Grande.<sup>1</sup> The discovery of natural gas in 1909 and then petroleum in 1921 in Webb County brought a influx of population to the county's outlying settlements. Describing the economic outlook for South Texas, a 1929 article in the Texas Pioneer reported that Webb County had the "largest cannel coal deposits in the United States and possibly the world," that the "oil and gas fields located 38 miles east of Laredo were among the world's largest," and "over

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<sup>1</sup> Stan Green, Webb County History, 2nd Edition. Laredo: Border Studies Center, 1992, p. 54.

## The Webb County Courthouse Annex

15,000 acres of land were under irrigation."<sup>2</sup> Although the county's economy was affected by the Great Depression, it was not until after World War II that the mechanization of the oil and gas business, the decline in agriculture, the implementation of new ranching technologies and improvements in county's transportation infrastructure resulted in a decline in the rural population.<sup>3</sup>

### From Casino to Courthouse

To accommodate the needs of an expanding county government, the county fathers purchased the *Club Latino Americano* adjacent to the Webb County Courthouse in 1929. The Latin American Club, also known as The Casino and the Old Tesoro Club, was constructed in 1916. According to community accounts, the exclusive Club Latino Americano, where "membership was restricted to the old families," was a gathering place established by refugees from the Mexican Revolution led by Dario B. Serna, Artemino Gonzalez, Eusebio Garcia and Luis Ortiz.<sup>4</sup> The club members met to bowl, shoot billiards and play such games as chess and dominos.<sup>5</sup> A large ballroom was the setting for dances and family celebrations. A building permit dated October 17, 1916, was obtained by Carlos Salinas, a developer who at the time was president of the Latin American Club.<sup>6</sup>

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<sup>2</sup> Sheena T. McCulloch, "Progress South Texas. A Sectional Review," Texas Pioneer. San Antonio: 1929. Laredo Public Library.

<sup>3</sup> Ibid., pp. 60-61.

<sup>4</sup> "From Casino to Courthouse," Webb County Heritage Foundation vertical files.

<sup>5</sup> Ibid.

<sup>6</sup> Jim Parish, "Judges reminisce about courthouse built in 1909," Laredo Morning Times, February 22, 1997, p. 4C. Author's note - The date of October 17, 1906 is reported in this article; however, the building was not constructed until 1916; thus the date in this report is in error.

## The Webb County Courthouse Annex

The 1925 Sanborn Co. Fire Insurance Map of Laredo shows a two story "Club Hall" located at the southwest corner of Houston St. and Flores Avenue. The building had electric lights and gas.<sup>7</sup>

The county fathers were considering the purchase of the Latin American Club as early as 1928 when they were approached by the heirs of M. A. Hirsch to assume a lien on the building. On October 28, 1928, the county entered into a contract to purchase an outstanding note and lien from the widow and heirs of M.A. Hirsch which had been given by the Latin American Club on October 13, 1924, which was due one year after the date. However, on January 14, 1929, the Commissioners Court issued an order which canceled the note of \$18,000, since it had been paid by J.A. Ortiz, the owner of the property.<sup>8</sup>

On February 18, 1929, J.A. Ortiz submitted the following letter addressed to the Judge and the Commissioners of Webb County which extended an offer for the building:

Dear Sirs:

As per our conversation about the sale of the Latin-American Building, I will sell said building, lying and being in the Western Division of the City of Laredo, Webb County, Texas, and known as described as Lot 6 and 15 feet of Lot 7, in block 59, of said Western Division of said City, together with improvements thereon situated and all the fixtures, furniture, furnishings and equipment therein contained.

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<sup>7</sup> Sanborn Co. Fire Insurance Map, 1925. City Planning Department.

<sup>8</sup> Webb Co. Commissioners Court Minutes, Webb Co. Clerk's Office.

## The Webb County Courthouse Annex

I offer said building to you for \$27,000.00, and the assumption by you of the taxes due on said property to the City, County and State up to date. Said amount to be paid as follows: \$2,000.00 cash, and the balance in five notes of \$5,000.00 each, payable annually, and with interest at the rate of seven percent per annum, payable semi-annually.<sup>9</sup>

The Commissioners Court accepted the offer of J.A. Ortiz which included the property "together with all improvements, including all furniture, fixtures, furnishings and equipment in the building, and used or obtained in connection therewith." The building was sold to the county on February 26, 1929.<sup>10</sup>

### Building Remodeling

On March 21, 1929, the County Commissioner's Court authorized the architect to prepared the plans and specifications and advertise for bids for the "remodeling and renovating of the Latin-American building."<sup>11</sup> A document filed in the Webb County records on July 6, 1929, detailed the remodeling and repair costs of the Land American Club Building which included painting the new court room and the roof; purchase of fire extinguishers, blinds, rugs and

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<sup>9</sup> Webb Co. Commissioners Court records, Webb Co. Clerk's office.

<sup>10</sup> Webb Co. Deed Records, vol. 105, page 578, Webb Co. Clerk's office.

<sup>11</sup> Webb Co. Commissioners Court Minutes, Special Meeting, March 26, 1929, Webb Co. Clerk's Office.

## The Webb County Courthouse Annex

furniture from Cantrell Furniture, Stowers, and Dubin; a Judge's stand from Buenz Lumber Co., a "Heatrola" from Tex-Border Gas Co., cabinets from Deutz and Bros., and toilets from Southern Plumbing Co. The total remodeling cost which included a \$27,000 purchase price, and back taxes in the amount of \$1,600.75 came to \$39,254.47.<sup>12</sup>

The work of remodeling the annex was done under the supervision of Webb County Judge Justo S. Penn. County Commissioner and Auditor M. S. Ryan, a skilled architect, drew up the plans for the "transformation of the former club building into a modern and attractive courthouse."<sup>13</sup> A description of the newly remodeled annex described a multifunctional facility:

The new courthouse annex occupied by the 111th District Court, was formerly the Latin American Club, a substantial and modern 2-story building with basement throughout. It was purchased by the County Commissioners and has been remodeled and refurnished to meet the requirements of a courthouse.

In the basement, storage space as well as rooms for some of the county officials, has been furnished, and ample room has been provided for those needs. On the first floor, District Judge John A. Valls has his office to the north of the main entrance on Houston St., facing the old courthouse. Across the hallway, from Judge Valls is the office of the County Assessor, B.J. Leyendecker, and to the rear of his office, across a transverse hallway, is the office of the County Tax

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<sup>12</sup>Webb Co. Commissioners Court records, County Clerk's office.

<sup>13</sup>McCullough, op.cit.



## The Webb County Courthouse Annex

Collector Amadee Ligarde. On the other side of the main hallway is the office of the County Agent.

On the second floor, the spacious and well lighted ballroom has been converted into perhaps one of the finest courtrooms in the state. Lighted by large casement windows on the north, east and south, and ventilated as few public places of assemblages can be, with a hard maple floor and comfortable seating arrangements, it is admirably equipped for a good sized audience while the space for the bench and bar is larger than is usually found, even in a larger city.<sup>14</sup>

The article further described rooms for jurors, the district clerk, the court reporter, consultation room for attorneys, and the office of the sheriff and deputy.

The building became known as the Courthouse Annex, since it housed the 111th District Court, which had been created by the Legislature on February 12, 1929 to take over some of the heavy caseload of the 49th District Court.<sup>15</sup> According to the State of Texas Judiciary web page, district courts are the trial courts of general jurisdiction in Texas. The geographical area served by each court is established by the Legislature, but each county must be served by at least one district court. This classification includes criminal cases of the grade of felony and misdemeanors involving official misconduct, divorce, cases of title to liens to land, election contests, and civil actions where the amount in controversy is at least \$200. A constitutional district court's

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<sup>14</sup>Ibid.

<sup>15</sup>Green, op.cit., p. 56

## The Webb County Courthouse Annex

jurisdiction cannot be reduced by the legislature, though the legislature has established some non-constitutional courts (such as criminal district courts or domestic-relations courts) that have limited jurisdiction. Most district courts exercise criminal and civil jurisdiction, but in the metropolitan areas there is a tendency for the courts to specialize in either civil, criminal, or family-law cases. A few district courts also exercise the subject-matter jurisdiction exercised by county courts. In state fiscal year 1994 the state had 386 district-level courts. The geographic area of most judicial districts is one county, although a populous county has many district courts; Harris County, for example, had fifty-nine. No judicial district is smaller than a county. Some judicial districts in sparsely populated areas comprise more than one county. Each court has one judge, who serves a four-year term.

The establishment of a new district court required not only the remodeling of the *Club Latino Americano* into a courtroom facility but also additional personnel. On March 12, 1929, Joe R. Davis, Clerk of the District Courts of Webb County, Texas, petitioned the County Commissioners court an additional ex-officio salary in the sum of \$80.00 per month: "That an additional District Court for Webb County, namely the 111th, has been created as is not organized and has begun its first regular term, said new court has increased the duties and work, and the expense of the office of District Clerk, and requiring the appointment of a Deputy District Clerk. I have already appointed Ignacio Cantu as such deputy and have agreed to pay him \$80.00 per month." The petition was signed by J.F. Mullally, Judge, of the 49th Judicial District of Texas.<sup>16</sup>

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<sup>16</sup>Webb Co. Commission Court records. Webb Co. Clerk's office.

## The Webb County Courthouse Annex

Another staffing appointment was Seb S. Wilcox as Official Shorthand Reporter of the 111th Judicial District of Texas at a salary of \$2,100.00 per annum to be paid monthly. Sebastian S. Wilcox, a pioneer Laredo historian, is best remembered as the man who saved the Laredo Archives from destruction. Born on December 9, 1884, at Burnett, Texas, he studied at Southwestern University at Georgetown and came to Laredo in 1911 where he became a court reporter for the 49th District Court. He wrote several articles for the Southwestern Historical Quarterly on local history and helped to compile a number of family histories of prominent citizens.<sup>17</sup>

Among the judges who presided over the 111th District Court were John A. Valls, R.D. Wright, Antonio A. Zardenetta, and Raul Vasquez, who presides currently. No doubt the most colorful was John A. Valls, a powerful district attorney in Laredo for three decades and an attorney of international repute.<sup>18</sup> In 1902, Valls was nominated and elected district attorney of the 49th Judicial District, comprised of Webb, Dimmit, Jim Hogg and Zapata counties. He served for a brief time as judge of the 111th Judicial District, and continued as District Attorney until December 1, 1938, when he was appointed as judge of the 49th District. A native of Bagdad, Mexico, Valls obtained his B.A. and M.A. degrees from the University of Virginia and was admitted into the bar before the age of 21. Later Spring Hall College conferred the LL. D. on him. He was employed by the National Railways of Mexico in San Luis Potosi, Mexico, and moved in Laredo in 1892 where he formed a law partnership with C. C. Pierce and taught Latin and Spanish in Laredo public schools as a side line. He also served as city attorney for two years and Justice of the Peace for a like time. Fluent in both English and Spanish, high Mexican

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<sup>17</sup>Jerry Thompson. Laredo - a Pictorial History, Norfolk, Va., The Donning Co., 1992, p. 144.

<sup>18</sup>Ibid., p. 143.

## The Webb County Courthouse Annex

officials long regarded Judge Valls as "one of Texas' ablest lawyers and often sought his advice on national and international questions." He was recognized as "one of the most outstanding district attorneys in the southwest" who "did much to promote better relations and understandings between the people of the United States and Mexico."<sup>19</sup> Due to his zealous prosecution of criminals, he was known as the "Lone Wolf of the Rio Grande" and as "Don Juanito" by his friends as well as his enemies on both sides of the border. Unfortunately his chosen profession placed him in danger. One day, while taking his three mile daily walk, several rifle shots were fired at him one tearing his coat and several penetrating the ground near his feet.<sup>20</sup>

Soon after he was elected in 1926 for his 16th consecutive term as district attorney, Valls was named as judge of the 111th District Court of Webb County by Governor Dan Moody. He served until September, 1929, when he resigned and was appointed to his old post as district attorney. On December 1, 1939, Valls was named judge of the 49th District, an appointment which he served until in death in 1941.<sup>21</sup>

### A Rare Example of Beaux Arts Architecture in Webb County

The Courthouse Annex is one of the few examples of the Beaux Arts style of architecture in Laredo. This architectural style (1885-1925) is characterized by a monumental and imposing

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<sup>19</sup>"Judge John A. Valls Dies in Laredo Hospital After Double Pneumonia Attack," San Antonio Express, August 14, 1941. Webb Co. Heritage Foundation vertical files.

<sup>20</sup> "Valls Named District Judge," Laredo Times clipping, n.d. "Nationally Renowned Both Ran for High Offices First Time on Same Ticket," Laredo Times, February 11, 1940. Webb County Heritage Foundation vertical files.

<sup>21</sup> "Judge John A. Valls Dies in Laredo Hospital After Double Pneumonia Attack," op.cit.

## The Webb County Courthouse Annex

appearance; symmetrical facade; wall surfaces embellished with medallions; exterior walls having quoins; low pitched or mansard roofs; and a variety of stone finishes.<sup>22</sup>

Architectural historian Ellen Beasley described the annex as "a two story, rectangular brick building with a flat roof; balustrade around roof line on the main street sides; projecting cornice with paired brackets; main facade is 5-bay; arched entrance with recessed door, flanked by multi-paned openings; upper floor has three arched windows; triangular medallions with decorative stones on the west facade; and decorative brick work in difference contrasting colors on the north facade." In addition to the two floors, the annex featured a full basement which partially extends below the north sidewalk. She concluded that the Beaux Arts style building was "handsome" and "more decorative and intact than many in area."<sup>23</sup>

A 1981 structural investigation by Lockwood, Andrews & Newman, Inc. described structural modifications that had occurred over the years, which included the addition of a one story building to the south, the addition of interior columns when a safe was installed, the addition of a metal stair on the east side of the building into the basement from Houston Street, the addition of an interior concrete block wall around a storage area, and a lay-in ceiling and air conditioning ductwork throughout the building. Jawahar Malhotra, project engineer, concluded that there were no serious structural defects; however, that some repair and maintenance work was required.<sup>24</sup>

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<sup>22</sup> Steven J. Phillips, Old House Dictionary, Washington D.C., The Preservation Press, 1996), p. 28.

<sup>23</sup> Ellen Beasley, Cultural Resource Survey of Laredo, Austin: Texas Historical Commission, 1981. Webb County Heritage Foundation vertical files.

<sup>24</sup> Webb County Administrative Complex, Webb County, Texas. Courthouse Annex Structural

## The Webb County Courthouse Annex

Recognizing its architectural and cultural importance, the Webb County Heritage Foundation in a presentation to Webb County Commissioner's Court in 1992, proposed that the annex be restored to house an archive for all historic and present records of the county and showcase Webb County's rich heritage through exhibits of the Heritage Foundation's vast collection of artifacts and photographs.<sup>25</sup> An estimate for the annex's rehabilitation as a County records repository was prepared by Killis Almond and Associates, Inc. of San Antonio, Texas. The Webb County Historical Commission, in a 1997 report to Webb County Commissioner's Court, provided an inventory and conservation assessment of Webb County records housed in the Courthouse Annex, and requested that the condition of the repository be upgraded to meet archival standards.<sup>26</sup>

This notable historical and architectural landmark which originally housed the *Club Latino Americano* and today serves Webb County as the Courthouse Annex remains a focal point of community discussion as rehabilitation continues to gain broader acceptance as an economic development and heritage tourism strategy.

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Investigation. Prepared by Howard Barnstone, FAIA Architects, Waller S. Poage, AIA, Community Planners Inc., and Paul Garza, P.E. Associates. Lockwood, Andrews & Newman, Inc., Houston, 1981.

<sup>25</sup> Webb County Heritage Foundation vertical files.

<sup>26</sup> Webb County Historical Commission, Conservation Survey/Assessment of the Webb County Courthouse Annex, August 7, 1997.

# The Webb County Courthouse Annex

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## The Webb County Courthouse Annex

Webb County Commissioners Court Minutes, 1928-1929. Webb County Clerk's Office.

Webb County Deed Records. Webb County Clerk's Office.

Webb County Historical Commission. Conservation Survey/Assessment of the Webb County Courthouse Annex. August 7, 1997.



## The Webb County Courthouse Annex

Webb County Commissioners Court Minutes, 1928-1929. Webb County Clerk's Office.

Webb County Deed Records. Webb County Clerk's Office.

Webb County Historical Commission. Conservation Survey/Assessment of the Webb County Courthouse Annex." August 7, 1997.

*Narrative by Nina Nixon-Mendez and Lupita Ramirez, Webb County Historical Commission, April, 2000.*

WEBB COUNTY COURTHOUSE

ANNEX

RESTORATION

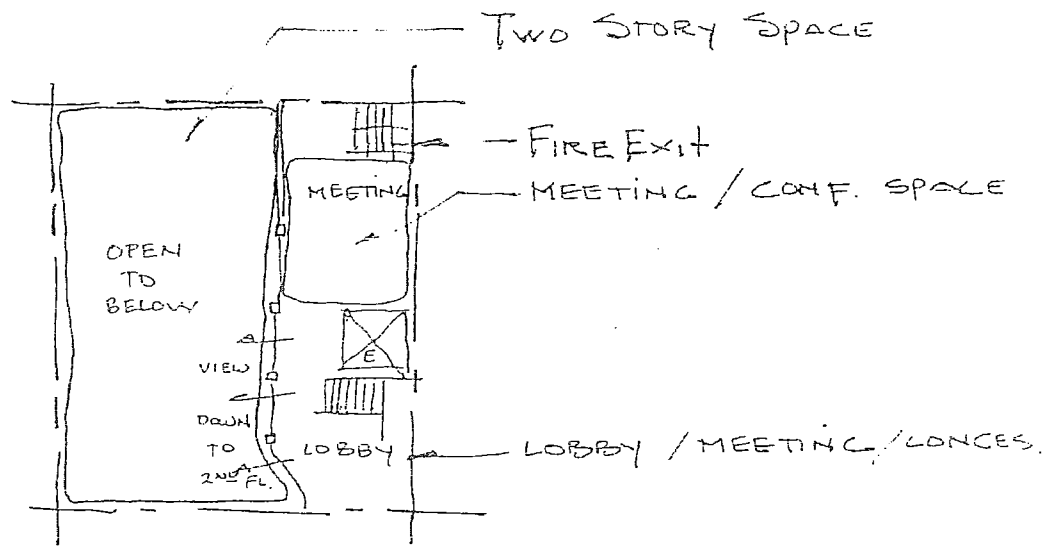
WEBB COUNTY ANNEX ARCHIVES

LAREDO, TEXAS

WEBB COUNTY ANNEX ARCHIVES  
August 19, 1992

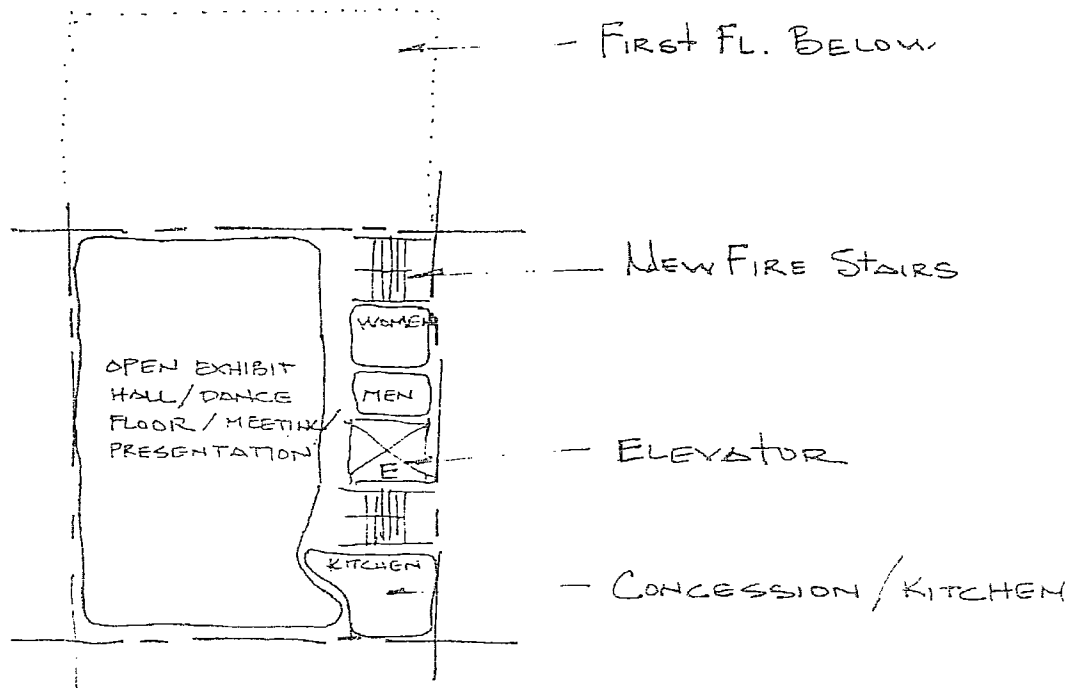
## THIRD FOOR COST ESTIMATE

Lobby Costs (1/2 of budget)	\$22,000.
First floor museum with museum lights	95,000.
Window Restoration	8,500.
Partitions	2,000.
Interior Doors	3,000.
Wall Finish (paint)	1,000.
Floor Finish	5,500.
Ceiling Finishes (includes Grand Hall ceiling)	25,000.
Interior Finish of Exterior Wall	2,500.
Elevator (1/4 of cost)	12,000.
Fire Protection (included Grand Hall ceiling)	10,000.
Heating/Ventilation/Air Conditioning	15,000.
Electrical Power and Light	12,000.
Special Electrical/Security	2,000.
Furnishings	
Shelving	5,000.
Board Room	<u>25,000.</u>
 SUB-TOTAL	 \$245,500.
 Contingency @ 10%	 24,500.
Architectural/Engineering Fees	<u>26,000.</u>
 TOTAL PROJECTED THIRD FLOOR BUDGET	 \$296,000.



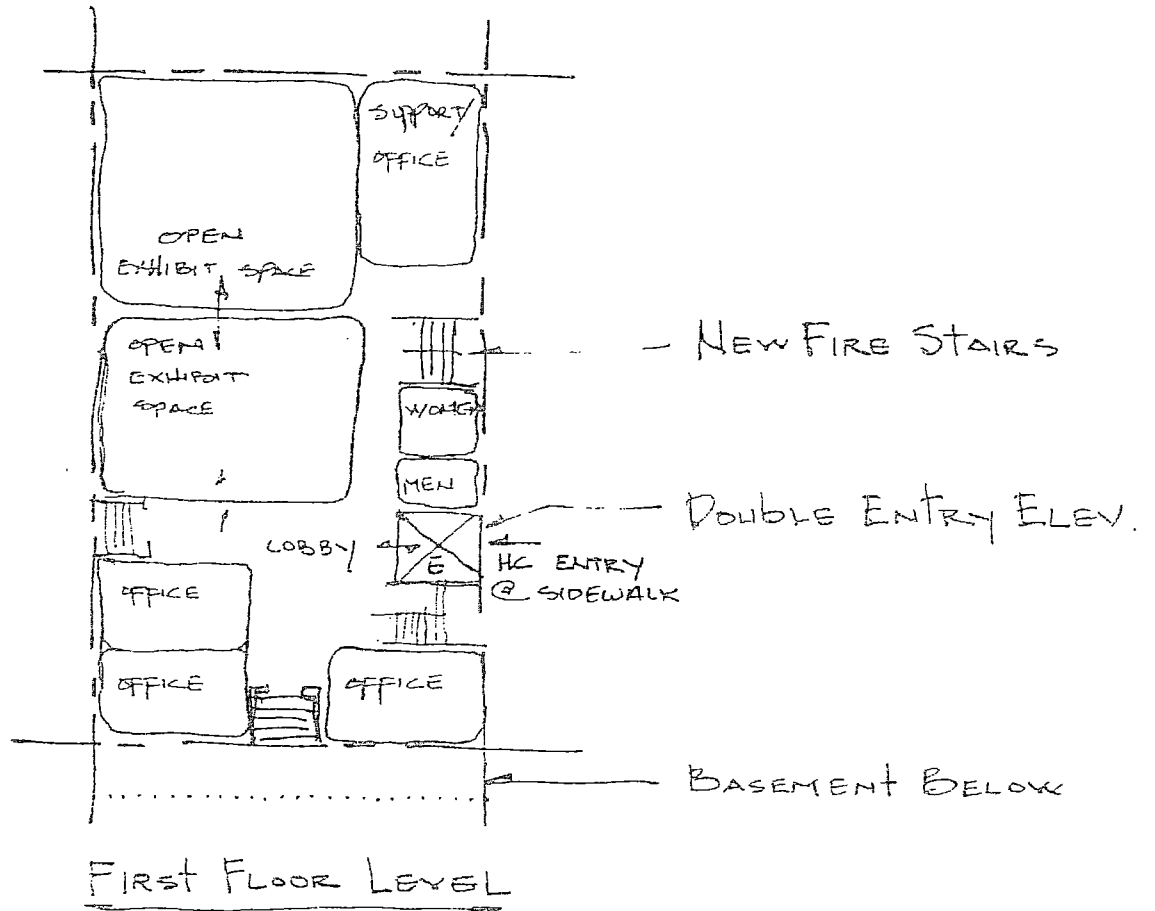
THIRD FLOOR

WEBB COUNTY ANNEX

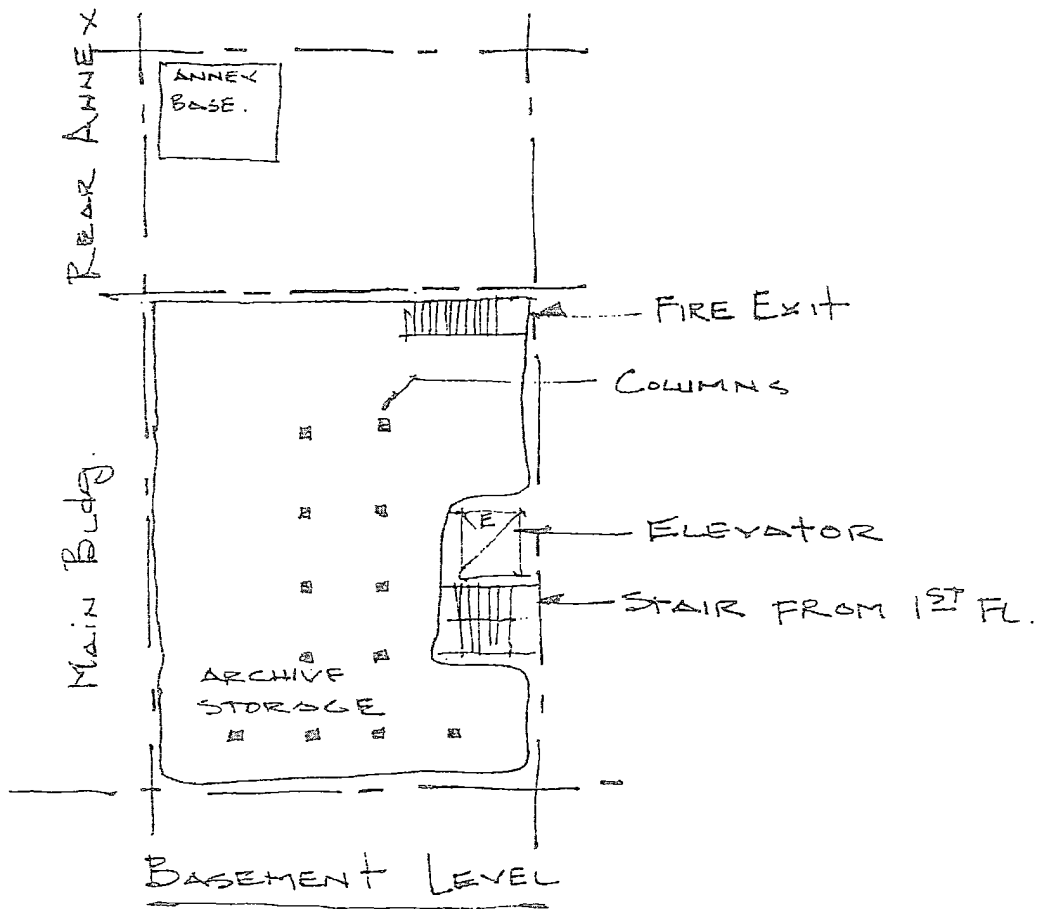


SECOND FLOOR

WEBB COUNTY ANNEX



WEBB COUNTY ANNEX



WEBB COUNTY ANNEX

WEBB COUNTY ANNEX  
 PRELIMINARY CONSTRUCTION BUDGET

PAGE 1

Gross Interior S.F.	16,200	
Basement	Archives	
First Floor	Office/Exhibit	
Second Floor	Public Gathering/ Presentation	
Third Floor	Meeting/Concession	
		Total Projected Cost
1. Owners' Drayage		\$25,000
2. Fees and Permits (Inspection fees donated by the city?)		98,000
3. Demolition		30,000
4. Asbestos		30,000
5. Concrete/Excavation		7,000
6. Masonry Repair/Restoration		20,000
7. Structural Steel/Fire Stair		40,000
8. Ornamental Metals		6,000
9. Rough Carpentry		30,000
10. Finish Carpentry		60,000
11. Insulation/Sound Batts		6,000
12. Roofing Repairs/Installation		35,000
13. Weatherstripping/Glass/Glazing/Window Repair		28,000
14. Caulking and Sealants		4,000
15. Tile and Marble		30,000
16. Painting		30,000
17. Doors		25,000
18. Lath and Plaster		35,000
19. Toilet Partitions/Accessories		8,000
20. Lettering and Numbering		2,000
21. Plaques		10,000
22. Window Treatment		30,000
23. Carpet		7,000
24. Handicapped Elevator and Shaft		90,000
25. Heating, Ventilation and Air Conditioning (new)		160,000
26. Plumbing		25,000
27. Sprinkler System		35,000
28. Electrical		120,000
29. Light Fixtures		10,000
30. Smoke and Fire Alarms w/P.A.		25,000
31. Kitchen Equipment		12,000
32. Fire Exits Construction		20,000
33. Misc./Office/Museum Equipment		10,000
Sub-Total		\$1,103,000
Contingency @ 10%		\$101,000
Total Preliminary Budget		\$1,204,000

Note: Projected costs are based on current costs as of July 1992. The degree of restoration and the type of construction management used could also affect the total budget.



## EXPLANATION OF SCOPE OF WORK

The following is a list of terms used in the Preliminary Construction Budget which will help describe each line item.

1. Owners' Drayage. This number is to cover additional insurance costs and electrical costs during the construction phase.
2. Permits and Fees. This line item covers the cost of engineering, architectural, theatrical and structural fees. It is estimated at approximately 10% of the project cost. It is hoped that the City would donate the building inspection fees.
3. Demolition. Demolition covers miscellaneous demolition which may be necessary for installation of specific items.
4. Asbestos. This item is the cost to remove the asbestos from the project and to encapsulate any remaining asbestos.
5. Concrete/Excavation. This item is to cover the basic costs of doing repairs where penetrations may be made in masonry/concrete walls, and the cost for any excavation required to open up the basement storage areas, and elevator pit.
6. Masonry/Repair/Restoration. This item covers the repair of exterior masonry walls.
7. Structural Steel/Fire Stair. Structural steel would include the installation of the steel needed for completion or alteration of the fire stairs for exit modifications.
8. Ornamental Metals. This item is for the installation of ornamental metal items, such as handrails which will be constructed as required for ADA requirements and any special metal decoration.
9. Rough Carpentry. This item is to cover small construction items in mechanical areas, attics, and bathrooms.
10. Finish Carpentry. This item is for repair/replacement/restoration of woodwork, doors, trim, structural walls and non-structural walls which would be required for the completion of the project.
11. Insulation. This is the insulation of the attic space and the use of sound battens and other acoustical insulation items where required to help acoustical separation of spaces.
12. Roof Repairs/Installation. This cost covers replacement of the main roof with a single-ply asphalt roof and repair/replacement of built-up roofs in other areas.
13. Weatherstripping/Glass/Glazing. This item is for the repair or replacement of existing windows and glass.
14. Caulking and Sealants. Caulking and sealants are used for masonry repair and restoration and in sound-proofing cracks and wall penetrations.
15. Tile and Marble. The basic installation would be of tile for the bathrooms.

16. Painting. Most of the painting cost would be for basic colors on walls without extensive decorative restoration. Final determination of decoration would require careful investigation and research.
17. Doors. The repairs needed on existing doors and the addition of fire exit doors as required.
18. Lath and Plaster. This item would restore the plaster. It would also pay for additional repairs and patching on plaster scattered throughout the existing building.
19. Toilet Partitions/Accessories. This item would be to install all new partitions in new and existing bathrooms.
20. Lettering and numbering. Lettering and numbering would be made available to the project for all doors.
21. Plaques. The purchase of bronze or brass plaques would take place to honor major donors.
22. Window Treatment. This is to place venetian blinds or other sun control items on transoms and windows.
23. Carpet. It is recommended that a 100% wool carpet of a design which would have been used during this time period be placed in some circulation spaces.
24. Elevator and Shaft. The installation of a hydraulic elevator and a wood framed shaft with two-hour fire rating.
25. Heating, Ventilation and Air Conditioning. The total projected cost includes a total replacement of all necessary mechanical equipment for increased dependability.
26. Plumbing. This item is to repair the existing plumbing systems and assure that valves are functioning and pipes are not leaking. New lines would be run to new restrooms facilities.
27. Sprinkler System. This item would add a complete wet-pipe sprinkler system to all spaces.
28. Electrical. The cost includes rewiring the entire building.
29. Light Fixtures. This includes purchase of light fixtures for the main presentation floor on the second floor.
30. Smoke and Fire Alarms. The installation of the fire and smoke detections systems are a major element in public safety. This also includes a battery-backup P.A. system for instructions to the audience if an alarm trip is detected.
31. Kitchen Equipment. Purchase equipment for kitchen/concession areas.
32. Fire Exit Construction. Fire exit modification is considered mandatory. Fire exists will require some modification to properly function for the changes in circulation space.

33. Misc./Office/Museum Equipment. Some new equipment, such as a computer, may be required. The computer can also be used to assist in the lettering and numbering of spaces. Additional copier, desks, supplies, and marketing equipment may be required.

## COURTHOUSE ANNEX

## GENERAL DESCRIPTION

The building was built between 1915 and 1925, possibly earlier. The skin is face brick, backed by load-bearing red clay tile brick. The roof and floors are 1" x 6" wood tongue and groove planking supported on 2" x 6" wood joists. The joists frame to wood girders or trusses which transfer the load to 8-inch-square wood columns. No plans of the existing structure are available, but, based on typical area construction, the building probably rests on exterior concrete walls and grade beams. The basement floor is concrete slab on grade, probably thickened under the columns. The basement extends out under the sidewalk on the north end of the building bordering San Augustin Avenue with the sidewalk actually forming the roof of this area.

## STRUCTURAL MODIFICATIONS

The structure has been modified several times. Specifically, these modifications are as follows (refer to the basement plan on page 9):

1. The addition of a one-story building on the south side of the existing structure.
2. The addition of the columns E-8 and E-9. These columns were added when a safe (or safes) was installed on the first floor because it was felt the safe would overload the floor structure.
3. The addition of column C-6. The girders on gridline C to the north of gridline 6 were removed and a column installed to

pick up the girder reaction at this point. The reason for the removal of these girders is not clear. Although this column appears to be square, it is, in fact, a round pipe column unlike the other basement columns and obviously a later modification.

4. The addition of the metal stair on the east side of the building into the basement from Houston Street. This required the modification of the area to the south of the stair. The original wood framing was removed and replaced by a concrete slab with 6-inch steel beams and five additional 3-inch steel pipe columns.
5. The addition of a concrete block wall at gridline 10 between D and G and around the adjacent storage area. The portion of the wall around the storage area has been present for some time and probably dates back to the removal of the girder on gridline C. Portions of this wall may be load bearing and caution should be exercised if removal is required. The block wall on gridline 10 is of more recent origin and is purely a filler wall.
6. The addition of a lay-in ceiling and extensive air conditioning ductwork over the first and second floor office spaces and courtroom.

## STRUCTURAL ANALYSIS

## BRICKWORK

The brickwork of the building is in excellent condition for a building of this period except for minor flaws. There is some cracking in the face brick at the northwest corner, but this is minor, localized and not readily apparent. The best solution is probably to leave it alone unless future deterioration occurs. There is also an area on the west face, north of the entry stairway, which shows weathering and mortar loss. Although this appears to be only surface damage, the area should be grouted as soon as possible to prevent further serious deterioration. The brick parapet at the roof is in excellent shape with the exception of one loose brick on the east side.

## ROOF

The roof appears to be in good shape with leaks neither visible nor noted by the custodial staff. The caulking on the perimeter flashing, however, has totally deteriorated and should be recaulked immediately. Water intrusion is apparent on the walls of the courtroom area above the ceiling.

There is an existing wood canopy, approximately 3 feet wide, on the north and east building face. On the north face, this canopy is covered by sheet metal plates which are badly rusted and damaged. On the east face the wood is exposed. The wood is rotting in several areas and has become a haven for pigeons. The damaged boards should, at least, be

replaced and painted; however, application of asphalt shingles would provide a more permanent solution.

#### ROOF SUPPORTING STRUCTURE

The roof is supported on 2" x 6" wood joists. To the west of gridline B, these joists span east-west and bear on the wood girders and the exterior wall. East of gridline B the joists span north-south and bear on wood trusses spanning from gridline B to the exterior wall G. There is no evidence of damage, rot or any other condition indicative of a reduced capacity of the roof system. The workmanship of the wood truss system is of very good quality. The trusses have top and bottom chords of double 2 x 10's. Several of the trusses have excessive deflections, particularly the one on gridline 7. However, these are long-term deflections and in no way decrease the load carrying capacity of the trusses. These deflections should be removed for aesthetic reasons if this ceiling is to be exposed in the renovation work.

The trusses are equipped with iron tensioning rods known as "sag rods" to correct the deflection. By increasing the tension in these rods, the joists can be returned to their horizontal position. The tensioning should be undertaken only by a qualified contractor. Because of the age of the structure and the amount of deflection which has been allowed to occur without correction, this retensioning should be applied gradually over a prolonged period of time and carefully monitored. Deflection should be constantly checked to insure that no more tension is applied than is absolutely necessary. Also, because of the extent of present deflections, some damage to the roof membrane may occur, and

application of new built-up roofing should be anticipated as a possibility.

#### STRUCTURAL FLOORS

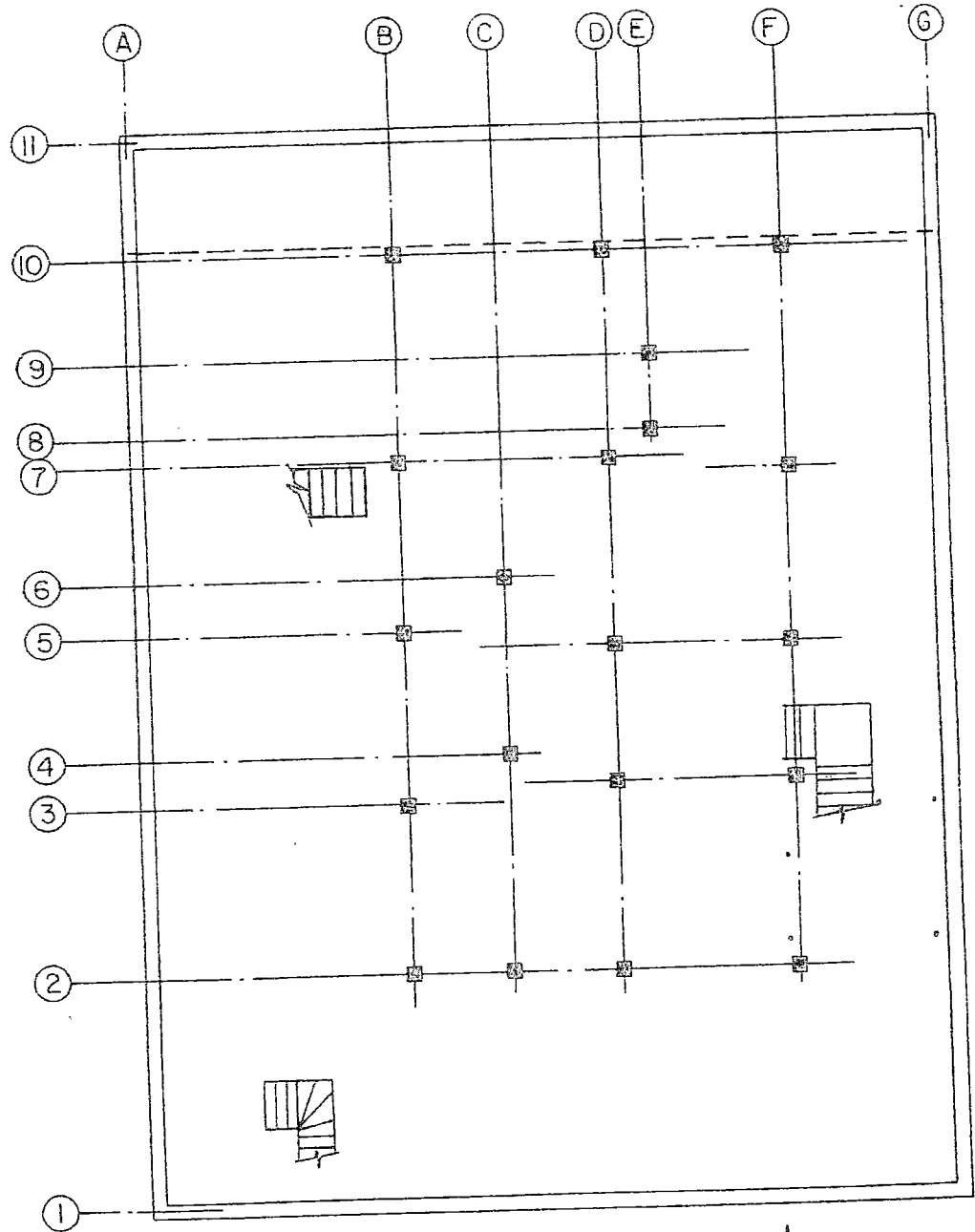
Accessibility of the floor structural system is limited at best. The floors are wood, covered by linoleum or carpet, and are supported on 2" x 6" wood joists bearing on wood girders and columns. The exact load capacity of the floor is impossible to determine without the removal of plaster falsework. The past history of the building as a casino and dance hall and its present use as a courtroom indicate that it should be adequate to sustain public assembly live loads. In particular, the close column spacings in the basement will provide a very rigid first floor. We would, however, discourage the use of the second floor area for any high density events which would exceed seating capacity.

Some plaster damage was noted over the ceiling on the east wall in the northeast corner of the basement. This may be the result of an overloading of the structure in the past. Because of accessibility problems, we were unable to make a detailed study of this area. If, in fact, there is damage in this area, it is probably localized and confined to the first floor. No evidence of damage or wall settlement is present in the exterior wall face. If renovation work should disclose hidden damage, it would pose no serious repair problem since the area is localized and confined to the first floor.

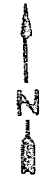


**BASEMENT**

The basement appears to be dry and well ventilated with no sign of mildew. The exception is in the north area which extends under the sidewalk. Here, water has seeped through several cracks to cause damage to the ceiling of the storage areas and to the acoustical ceiling tile in the office area. There is no inexpensive method for fixing these cracks nor is there any guarantee against future cracking should the sidewalk be repaired. We recommend that, in the future, this area be utilized for the continued storage of articles of low value or perhaps as a janitor's closet. The basement floor slab appears level and stable. No cracks are apparent even in areas where columns have been retrofitted due to the modifications previously mentioned.



Basement Plan  
Courthouse Annex



## CONCLUSION AND RECOMMENDATIONS

On the basis of this investigation, there is no justification for criticism of the structural integrity of this building.

The 1961 report lists several problem areas. The major points of the report, followed by our assessment of each, are described below.

1. Evidence of failure at stairways, at roof trusses and floor joists in the Tax Assessor's Office.

The condition of the roof joists has already been addressed in this report. Some repair work is required but no major structural damage was evident. The floor joist failure refers to the area mentioned in Structural Floors of this report where plaster damage was noted. The complete extent of the damage is undeterminable without the removal of the plaster work, but the area is localized and should not be a major cost item to repair. No obvious structural deficiency was noted at the stairway. However, if the renovation does disclose hidden damage, the cost of any required repair should not be a major item.

2. Leaky roof.

The only evidence of water intrusion noted was at the upper walls due to caulking failure. The structure has a built-up roof, which was not in place at the time of the 1961 report, and no evidence of leaks was noted.

3. Electrical work should be reviewed.

The exposed wiring which was noticed during the course of this investigation appears to be quite old and worn. Major rewiring should certainly be anticipated in any program to update this structure to meet existing codes.

4. Fire prevention problems associated with timber structural system.

Problems certainly exist in bringing this structure up to present fire codes. The exact requirements vary significantly between municipalities and codes. The Architect must determine whether the structural system can be modified to meet the requirements of current fire codes and, if so, the necessary revisions.

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188  
**Certified General Real Estate Appraiser**

Number: TX 1322966 G  
Issued: 03/28/2012 Expires: 04/30/2014  
Appraiser: FRANCES P VILLARREAL

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

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**Item No.44. Discussion and action to authorize the Purchasing Agent to solicit bids for the following contract.**

**Bid 2014-83 “Annual Contract for Monitoring & Inspection of Alarms”**

Discussion on file at the Webb County Clerk’s Office June 24, 2013 Commissioners Court Meeting DVD.

Cmr. Canales motioned to approve item as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

64

COMMISSIONERS COURT AGENDA ITEM

<b>Date Submitted:</b> June 13, 2013	<b>Proposed for Agenda of:</b> June 24, 2014
<b>Initiated By:</b>  Name: Dr. Cecilia May Moreno  Entity/Organization: <u>Purchasing Department</u>	<b>Staff Source:</b> <u>Dr. Cecilia May Moreno</u> Department Head  <u>Purchasing Department</u> Department
<b>Subject:</b> Discussion and action to authorize the Purchasing Agent to solicit bids for the following contract:  Bid 2014-83 "Annual Contract for Monitoring & Inspection of Alarms"	
<b>Background:</b>	
<b>Previous Court Action:</b>	
<b>Financial Impact:</b>	
<b>Budget Account Number:</b>	
<b>FOR COUNTY JUDGE OFFICE USE ONLY:</b>	
<b>Proposed Agenda Number:</b>  _____	

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**Road and Bridge**

**Item No.45. Discussion and possible action to approve the following line item transfer:**

<b>From:</b>	<b>001-0108-6204-03</b>	<b>Fuel &amp; Lubricants-Department</b>	<b>\$1,800</b>
<b>To:</b>	<b>001-0108-6402-01</b>	<b>Repairs &amp; Maint. of Fuel System</b>	<b>\$1,800</b>



**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 13, 2013	<b>Proposed for Agenda of:</b> June 17, 2013								
<b>Initiated By:</b> Name: Jose L. Ramos <i>m. ramos</i> Webb County Entity/Organization <i>by direction</i>	<b>Staff Source:</b> Jose L. Ramos, Superintendent Department Head <i>m. ramos</i> <u>Road &amp; Bridge, Tel. (956) 523-5300</u> Department <i>by direction</i>								
<b>Subject:</b> Discussion and possible action to approve the following line item transfer: <table border="0" data-bbox="115 646 1477 724"> <tr> <td>From:</td> <td>001-0108-6204-03</td> <td>Fuel &amp; Lubricants - Department</td> <td>\$1,800</td> </tr> <tr> <td>To:</td> <td>001-0108-6402-01</td> <td>Repairs &amp; Maintenance of Fuel System</td> <td>\$1,800</td> </tr> </table> <p>[Requested by Jose L. Ramos]</p>		From:	001-0108-6204-03	Fuel & Lubricants - Department	\$1,800	To:	001-0108-6402-01	Repairs & Maintenance of Fuel System	\$1,800
From:	001-0108-6204-03	Fuel & Lubricants - Department	\$1,800						
To:	001-0108-6402-01	Repairs & Maintenance of Fuel System	\$1,800						
<b>Background:</b> Money needed to cover payment of Fuel System yearly maintenance agreement.									
<b>Previous Court Action:</b> None									
<b>Financial Impact:</b> None									
<b>Budget Account Number:</b> 001-0108-6204-03 Fund number: 001 Balance: \$3,487.52 as of 6/13/13.									

**Item No.46. Discussion and possible action to approve the transfer of employees within the following Slots with salary changes and approve the filling of vacant Slot, subject upon the availability of payroll funds and any applicable Civil Service timelines and rules:**

	<u>Slot #</u>	<u>Title</u>	<u>Hourly Rate/Salary</u>
From:	1379	Motor Grader Operator	\$15.19
To:	661	Motor Grader Operator	\$16.91
From:	695	Motor Grader Operator	\$14.48
To:	1379	Motor Grader Operator	\$15.19
From:	2403	Motor Grader Operator	\$13.79
To:	695	Motor Grader Operator	\$14.48
Fill:	2403	Motor Grader Operator	\$13.79

**COMMISSIONERS COURT AGENDA ITEM**

<b>Date Submitted:</b> June 14, 2013	<b>Proposed for Agenda of:</b> June 24, 2013																																
<b>Initiated By:</b> Name: Jose L. Ramos Webb County Entity/Organization	<b>Staff Source:</b> Jose L. Ramos, Superintendent Department Head Road & Bridge, Tel. (956) 523-5300 Department																																
<b>Subject:</b> Discussion and possible action to approve the transfer of employees within the following Slots with salary changes and approve the filling of vacant Slot, subject upon the availability of payroll funds and any applicable Civil Service guidelines:																																	
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:15%; text-align: left;">Slot #</th> <th style="width:45%; text-align: left;">Title</th> <th style="width:30%; text-align: left;">Hourly Rate/Salary</th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">From:</td> <td>1379</td> <td>Motor Grader Operator</td> <td>\$15.19</td> </tr> <tr> <td style="padding-left: 20px;">To:</td> <td>661</td> <td>Motor Grader Operator</td> <td>\$16.91</td> </tr> <tr> <td style="padding-left: 20px;">From:</td> <td>695</td> <td>Motor Grader Operator</td> <td>\$14.48</td> </tr> <tr> <td style="padding-left: 20px;">To:</td> <td>1379</td> <td>Motor Grader Operator</td> <td>\$15.19</td> </tr> <tr> <td style="padding-left: 20px;">From:</td> <td>2403</td> <td>Motor Grader Operator</td> <td>\$13.79</td> </tr> <tr> <td style="padding-left: 20px;">To:</td> <td>695</td> <td>Motor Grader Operator</td> <td>\$14.48</td> </tr> <tr> <td style="padding-left: 20px;">Fill:</td> <td>2403</td> <td>Motor Grader Operator</td> <td>\$13.79</td> </tr> </tbody> </table>			Slot #	Title	Hourly Rate/Salary	From:	1379	Motor Grader Operator	\$15.19	To:	661	Motor Grader Operator	\$16.91	From:	695	Motor Grader Operator	\$14.48	To:	1379	Motor Grader Operator	\$15.19	From:	2403	Motor Grader Operator	\$13.79	To:	695	Motor Grader Operator	\$14.48	Fill:	2403	Motor Grader Operator	\$13.79
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From:	2403	Motor Grader Operator	\$13.79																														
To:	695	Motor Grader Operator	\$14.48																														
Fill:	2403	Motor Grader Operator	\$13.79																														
[Requested by Jose L. Ramos, Acct. 010-7002-5001]																																	
<b>Background:</b> Slot 661 became available when employee holding position, retired.																																	
<b>Previous Court Action:</b> None																																	
<b>Financial Impact:</b> None																																	
<b>Budget Account Number:</b> 010-7002-5001 Fund number: 010 Balance: \$740,887.41 as of June 14, 2013																																	

**CERTIFIED**  
By Webb County  
Civil Service Commission  
April 14, 2010

## **Motor Grader Operator**

Department: Road and Bridge  
Slot Number: 1379  
Department Number: 010-7002

### **GENERAL DESCRIPTION**

Performs maintenance, repair, and construction of County roads and right of way. The road construction crews will grade, level, and perform sophisticated blue topping in order to apply caliche and asphalt to the newly constructed street or road. This position normally does not require frequent supervision.

### **DUTIES:**

- Operate a motor grader for the various operations of earth removal and grading.
- Perform road maintenance.
- Ensure that all necessary vehicles, equipment and tools are in good and safe condition prior to departure from compound and if otherwise, report disorder or malfunction to supervisor.
- Assist paving crews laying asphalt.
- Performs other job-related duties as assigned.

### **MINIMUM REQUIREMENTS**

#### **Education and Experience**

- High School or Equivalency.
- Must possess 5 years experience in the field.

#### **Competencies**

##### **Some knowledge of**

- Knowledge of the rules of safe operation and of the precautions to be taken in order to avoid accidents in operating heavy equipment.
- Knowledge of the occupational hazards and the safety precautions to take.

##### **Proficient skill in**

- Maintaining a safe working relationship.
- Basic understanding of blue prints, and drainage fields.

##### **Some skill in**

- The operation of a 15,000 pounds or more machine.

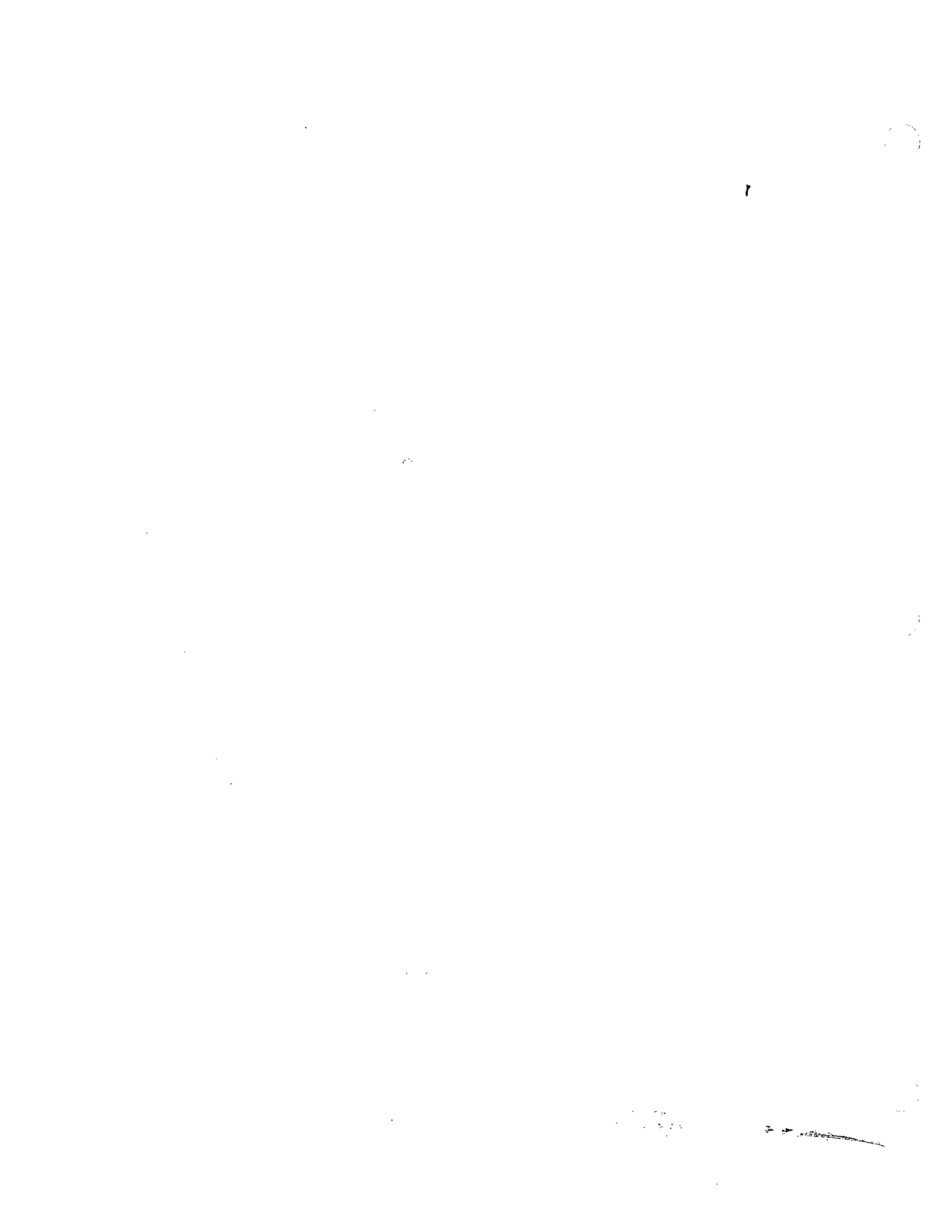
**Ability to**

- Communicate effectively in English and Spanish.
- Follow verbal and written instructions.
- To use computer hardware, various software programs and technologies including word processing and spread sheets programs.
- Move up to 50 pounds without any problems.
- Physical strength and agility sufficient to withstand exposure to varied climatic Conditions.

**Requisite**

- A Texas valid Drivers License.
- Must pass pre employment Drug and Alcohol test, and Random testing throughout employment with Webb County.

The above statements are not a complete list of all responsibilities, duties and skills held or performed by employees in this job. Employees may perform other related duties as assigned.



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**Veterans Office**

**Item No.47. Discussion and possible action to approve the following line item transfers:**

<b>From:</b>	<b>001-5050-6011 Training &amp; Education</b>	<b>\$400</b>
	<b>001-5050-6007 Dues &amp; Membership</b>	<b><u>\$100</u></b>
		<b>\$500</b>
<b>To:</b>	<b>001-5050-6014 Equipment Rental</b>	<b>\$250</b>
	<b>001-5050-6205 Materials and Supplies</b>	<b><u>\$250</u></b>

**\$500**

Cmr. Canales motioned to approve items #45, #46, and #47 as submitted. Judge Valdez seconded the motion.

Motion carried 4-0 by unanimous consent.

**(Break 10:31 – 10:51 AM)**

**Closed Meeting/Executive Session**

**Item No.48. Status report regarding Killam Ranch Properties, Ltd. Vs. Webb County, Texas; Case No. 12-0585 in the Supreme Court of Texas; with discussion and possible action; and any other matters incident thereto. Closed Session/Executive session is requested pursuant to Texas Government Code Title 5, Subchapter D, Section 551.071 (A) (B) (Consultation with Attorney)]**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

Judge Valdez motioned to instruct Alison and Bass to schedule a closing in that matter to close the real estate transaction giving as called for in the contract the 30 days notice of that closing, close that matter and obtain the purchase price agreed to, should that matter not close, instruct Alison and Bass to obtain a rescission of the erroneously filed deed to get the title back to the county. Cmr. Galo seconded the motion.

Motion carried 4-0 by unanimous consent.

**Item No.49. Status report regarding Good Government League v. Webb County; Cause No. 2010-CVQ-000296D3 in the 341<sup>st</sup> Judicial District Court of Webb County, Texas; with discussion and possible action; and any other matters incident thereto. [Closed Meeting/Executive Session may be requested pursuant to Texas Government Code Title 5, Subchapter D, Section 551.071 (A) (B) (Consultation with Attorney)]**

Discussion on file at the Webb County Clerk's Office June 24, 2013 Commissioners Court Meeting DVD.

No action taken.

**Item No.50. Adjourn**

Judge Valdez motioned to adjourn. Cmr. Montemayor seconded the motion.

Motion carried 4-0 by unanimous consent.





WEBB COUNTY, TEXAS

COMMISSIONERS COURT

ADDENDUM

MARCELO IBARRA  
COUNTY CLERK  
FILED

2013 JUN 21 AM 10:37

WEBB COUNTY, TEXAS

BY *RP* DEPUTY

**PUBLIC NOTICE  
COMMISSIONERS COURT MEETING**

**WEBB COUNTY COURTHOUSE  
1000 HOUSTON STREET, 2<sup>ND</sup> FLOOR  
LAREDO, TEXAS 78040**

**June 24, 2013  
9:00 a.m.**

**COURT TO DISCUSS AND ACT ON THE FOLLOWING:**

**Honorable Mike Montemayor, Webb County Commissioner Pct. 2**


1. Presentation by Mr. Douglas M. Alford from The American Legion Post 59, regarding the American Legion Boys State Program for 2013.

The Webb County Commissioners Court hereby reserves the right to go into closed session at any time during this public meeting, if such is requested by the County Attorney or other legal counsel for the County, 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.

**♿ DISABILITY ACCESS STATEMENT ♿**

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid of service such as interpreters for persons who are deaf or hearing impaired, readers, or need large print are requested to contact the court administrator at (956) 523-4622.

DATED THIS 21<sup>th</sup> DAY OF JUNE, 2013

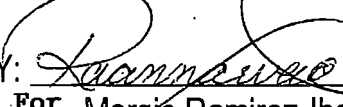
By:   
Elizabeth M. Ortiz for Melinda Mata  
Court Administrator

**CERTIFICATION OF NOTICE AND POSTING**

I, the undersigned, County Clerk, do hereby certify that the above notice of meeting of the Webb County Commissioners Court, is a true and correct copy of said notice, and that I posted a true and correct copy of said notice on the bulletin board at the Courthouse door of Webb County, Texas, at a place readily accessible to the general public at all times on the 21<sup>ST</sup> day of June, 2013 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

DATED THIS 21<sup>st</sup> DAY OF JUNE, 2013

MARGIE RAMIREZ-IBARRA, COUNTY CLERK, WEBB COUNTY, TEXAS

BY:   
For Margie Ramirez-Ibarra, County Clerk Deputy Clerk

