SUPPLEMENTAL AGENDA

A-2025-S-08

Monday, September 15, 2025 5:30 PM

City Council Chambers

City Council - Supplemental Agenda

City of Laredo
Supplemental City Council Meeting
A-2025-S-08
1110 HOUSTON STREET
LAREDO, TEXAS 78040
September 15, 2025
5:30 P.M.

CITIZEN COMMENTS

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

I. FINAL READING OF ORDINANCES

1. An Ordinance of the City of Laredo, providing for the adoption of a tax rate of \$0.506090 per \$100 of value for Tax Year 2025. This tax rate will have a Maintenance and Operation Rate of \$0.377599 per \$100.00 of value and an Interest and Sinking Fund Rate of \$0.128491 per \$100.00 of value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo in the amount of \$134,248,550 for Tax Year 2025 and Fiscal Year 2025-2026.

The taxpayer impact statement as required by House Bill No. 1522 is as follows:

	FISCAL YEAR	FISCAL YEAR
	2024-2025	2025-2026
DESCRIPTION	CURRENT YEAR	PROPOSED
Total Tax Rate (per \$100 of value)	\$0.507623	\$0.506090
Median Homestead Taxable Value	\$182,335	\$194,727
Tax on Median Homestead	\$925.57	\$985.49

II. CONSENT AGENDA

CITY MANAGER'S OFFICE: JOSEPH W. NEEB

1. Consideration to renew contract FY23-062 with Akin, Gump, Strauss, Hauer & Feld LLP, Washington, D.C. to provide federal legislative and lobbying consulting services for the City of Laredo. The contract amount should not exceed \$240,000.00 annually. This contract shall be for one year, this is the second of three extension periods, to commence September 1, 2025. All legislative and

<u>25-1639</u>

2025-O-178

lobbying consulting services will be on a continuous basis. Funding is available in the General Fund.

ENGINEERING: ELIUD DE LOS SANTOS P.E., CITY ENGINEER

2. A resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify acceptance of a grant agreement in the amount of \$4,000,000.00 from the US Department of Transportation Federal Railroad Administration (FRA), under the Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant for the purpose of funding the preliminary planning, engineering and other work required for the subsequent applications for the grade crossing and grade separation improvements. Local match of \$1,000,000.00 from Texas Mexican Railway Company and The Kansas City Southern Railway Company accepted via Resolution 2025-R-142. Grant Funding is on a reimbursement basis. Funding is available in the Capital Grants Fund.

2025-R-235

III. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

IV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

3. Discussion with possible action to create a cooperation agreement with Mexico City to further facilitate our binational collaboration and international commerce with our largest trade partner, (Mexico) and any other matters related thereto.

25-C-159

Sponsors: Mayor Pro Tempore Vanessa Perez

Request by Council Member Melissa R. Cigarroa

4. Presentation by the Laredo Climate Cohort and invitation to the September 17th Town Hall "Protect Our Climate Protect Our Future" at the Laredo Public Library, and any other matters related thereto.

25-C-158

Sponsors: Cm. Dr. David Tyler King, Cm. Alyssa Cigarroa and Cm.

Ricardo "Rick" Garza

V. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Tuesday, September 9, 2025 at 4:30 p.m.

City Council - Supplemental Agenda

Meeting Date: 9/15/2025 Final Readings 1.

SUBJECT

An Ordinance of the City of Laredo, providing for the adoption of a tax rate of \$0.506090 per \$100 of value for Tax Year 2025. This tax rate will have a Maintenance and Operation Rate of \$0.377599 per \$100.00 of value and an Interest and Sinking Fund Rate of \$0.128491 per \$100.00 of value for the levy and the collection of General and Special Ad Valorem taxes for the City of Laredo in the amount of \$134,248,550 for Tax Year 2025 and Fiscal Year 2025-2026.

The taxpayer impact statement as required by House Bill No. 1522 is as follows:

DESCRIPTION	FISCAL YEAR 2024-2025 CURRENT YEAR	FISCAL YEAR 2025-2026 PROPOSED
Total Tax Rate (per \$100 of value) Median Homestead Taxable Value Tax on Median Homestead	\$0.507623 \$182,335 \$925.57	\$0.506090 \$194,727 \$985.49

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating:

Supporting goal(s)/policy(ies):

Summary of alignment:

PREVIOUS COUNCIL ACTION

On August 4, 2025, Council made a motion to approve the 2025 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; accepted the no-new-revenue and voter-approval tax rate calculations for Tax Year 2025; and proposed a tax rate of \$0.506090 per \$100 of value for Tax Year 2025. A public hearing was held on September 9, 2025 and an ordinance was introduced.

BACKGROUND

Adoption of the ad valorem tax rate must be done in accordance with the Truth-in-Taxation Guidelines of the State of Texas Property Tax Code. Based on the certified numbers provided by the Webb County Appraisal District, a tax rate of \$0.506090 per \$100 of value meets the budget requirements for the operations of general fund and payment of debt service.

Proposed Tax Rate	\$ 0.506090 per \$100 of Value
Current Tax Rate	\$ 0.507623 per \$100 of Value

Meeting Date: 9/15/2025 Final Readings 1.

Variance

\$-0.001533 per \$100 of Value

Tax levy is based on the proposed tax rate as follows:

2025 Certified Value

Certified Approved Value Under ARB Review Value	\$26,562,349,874 \$ 583,596,017
Total Certified Value	\$27,145,945,891
Levy-Proposed Tax \$0.506090 per \$100 of Value Less Freeze Levy Loss Less Total TIRZ Loss (Total Captured Value=\$66,912,428)	\$ 137,382,918 \$ (2,795,731) \$ (338,637)
Total Levy @ 98% Collection Rate	\$ 134,248,550 \$ 131,563,579

COMMITTEE RECOMMENDATION

Not Applicable.

STAFF RECOMMENDATION

To adopt a tax rate of \$0.506090 per \$100 of value for Tax Year 2025 with a Maintenance and Operation Rate of \$0.377599 per \$100 of value and an Interest and Sinking Fund Rate of the Debt Service of \$0.128491 per \$100 of value.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Click or tap here to enter text.

FINANCIAL IMPACT:

This Ordinance provides property tax revenue for Maintenance and Operations of the City and payment of the Interest and Sinking Fund of Debt Service for Tax Year 2025.

ORDINANCE 2025-O-178

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, PROVIDING FOR THE ADOPTION OF A TAX RATE OF \$0.506090 PER \$100 OF VALUE. THIS TAX RATE WILL HAVE A MAINTENANCE AND OPERATION RATE OF \$0.377599 PER \$100 OF VALUE AND AN INTEREST AND SINKING FUND RATE OF \$0.128491 PER \$100 OF VALUE FOR THE LEVY AND THE COLLECTION OF GENERAL AND SPECIAL AD VALOREM TAXES FOR THE CITY OF LAREDO FOR TAX YEAR 2025 AND FISCAL YEAR 2025-2026.

WHEREAS, there is hereby approved for the Tax Year 2025 a roll of total taxable value of \$27,145,945,981, a tax freeze levy loss of \$2,795,731, a total TIRZ levy loss of \$338,637, a tax levy of \$134,248,550, and a tax rate of \$0.506090 per \$100 of value. (Totals are based on the certified values provided by the Webb County Appraisal District (WCAD) on July 22, 2025.) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-19.29; and

WHEREAS, there is hereby levied on all real and personal property in the City of Laredo taxable by law, for the Tax Year 2025 and the fiscal year beginning October 1, 2025 and ending September 30, 2026, a general ad valorem tax of \$0.377599 cents on every \$100.00 valuation thereof for the GENERAL FUND of the City with which to pay current expenses of the City of Laredo for said fiscal year; and

WHEREAS, there is hereby levied on every \$100 valuation of all real and personal property, taxable by law in the City of Laredo for the Tax Year 2025 and the fiscal year beginning October 1, 2025 and ending September 30, 2026, an ad valorem tax of \$0.128491 cents for SINKING FUND purposes to pay principal and interest on all outstanding City of Laredo bonds, not otherwise provided for; and

WHEREAS, Ordinance No. 2003-O-180 hereby granted a \$30,000 homestead exemption to all persons over 65 years of age and claiming of such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

WHEREAS, Resolution No. 2020-R-098 hereby granted a \$30,000 homestead exemption to all disabled persons and claiming of such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

WHEREAS, Ordinance No. 2024-O-101 hereby granted a Child-Care Facilities exemption equal to 100 percent of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility and claiming of such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

WHEREAS, Ordinance No. 2006-O-287 provides for the adoption of a limitation on the total amount of taxes that may be imposed by the City on the residence homestead of a disabled individual or an individual 65 years of age or older pursuant to Section 1-B(H), Article VIII, Texas Constitution and in accordance with Subtitle C, Chapter 11, Section 11.261 of the Texas Property Tax Code; and

WHEREAS, the taxes hereby levied are due and payable as provided in Chapter 31 of the Texas Property Tax Code; and

WHEREAS, in accordance with Section 22.28 of the Texas Property Tax Code, the chief appraiser certified a value of \$346,476,300 for Business Personal Property of which a 10% late rendition penalty of the total amount of taxes will be imposed on the property and included in the tax bill; and

WHEREAS, the taxes hereby levied are payable to the City of Laredo, Texas, at the Office of the City Tax Assessor-Collector, and no discount shall be allowed for the payment thereof; and

WHEREAS, Ordinance No. 2007-O-065 provides for the adoption of a split payment option pursuant to Section 31.03 (A) of the Property Tax Code; which allows a person who pays one-half of the current year property taxes before December 1st may pay the remaining one-half of the taxes without penalty and interest if paid before July 1st of the following year; and

WHEREAS, the City of Laredo shall have available all rights and remedies provided by law or approved by the governing body in the assessment of penalty and interest and enforcement of the collection of taxes hereby levied.

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

SECTION 1. That there is hereby approved for the Tax Year 2025 a roll of total taxable value of \$27,145,945,891 a tax freeze levy loss of \$2,795,731, a total TIRZ levy loss of \$338,637, a tax levy of \$134,248,550, and a tax rate of \$0.506090 per \$100 value. (Totals are based on the certified values provided by the Webb County Appraisal District (WCAD) on July 22, 2025.) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-19.29; and

SECTION 2. That there is hereby levied on all real and personal property in the City of Laredo taxable by law, for the Tax Year 2025 and the fiscal year beginning October 1, 2025 and ending September 30, 2026, a general ad valorem tax of \$0.377599 cents on every \$100.00 valuation thereof for the GENERAL FUND of the City with which to pay current expenses of the City of Laredo for said fiscal year; and

SECTION 3. That there is hereby levied on every \$100 valuation of all real and personal property, taxable by law in the City of Laredo for the Tax Year 2025 and the fiscal year beginning October 1, 2025 and ending September 30, 2026, an ad valorem tax of \$0.128491cents for SINKING FUND purposes to pay principal and interest on all outstanding City of Laredo bonds, not otherwise provided for; and

SECTION 4. That Ordinance No. 2003-O-180 hereby granted a \$30,000 homestead exemption to all persons over 65 years of age and claiming such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

SECTION 5. That Resolution No. 2020-R-098 hereby granted a \$30,000 homestead exemption to all disabled persons and claiming such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

SECTION 6. Ordinance No. 2024-O-101 hereby granted a Child-Care Facilities exemption equal to 100 percent of the appraised value of all or a portion of real property operating as a qualifying Child-Care Facility and claiming of such exemption by filing the necessary forms with the Chief Appraiser of Webb County; and

SECTION 7. That Ordinance No. 2006-O-287 provides for the adoption of a limitation on the total amount of taxes that may be imposed by the City on the residence homestead of a disabled individual or an individual 65 years of age or older pursuant to Section 1-B(H), Article VIII, Texas Constitution and in accordance with Subtitle C, Chapter 11, Section 11.261 of the Texas Property Tax Code; and

SECTION 8. That the taxes hereby levied are due and payable as provided in Chapter 31 of the Texas Property Tax Code; and

SECTION 9. That in accordance with Section 22.28 of the Texas Property Tax Code, the chief appraiser certified a value of \$346,476,300 for Business Personal Property of which a 10% late rendition penalty of the total amount of taxes will be imposed on the property and included in the tax bill; and

SECTION 10. That the taxes hereby levied are payable to the City of Laredo, Texas, at the Office of the City Tax Assessor-Collector, and no discount shall be allowed for the payment thereof; and

SECTION 11. That Ordinance No. 2007-O-065 provides for the adoption of a split payment option pursuant to Section 31.03 (A) of the Property Tax Code; which allows a person who pays one-half of the current year property taxes before December 1st may pay the remaining one-half of the taxes without penalty and interest if paid before July 1st of the following year; and

SECTION 12. That the City of Laredo shall have available all rights and remedies provided by law or approved by the governing body in the assessment of penalty and interest and enforcement of the collection of taxes hereby levied; and

SECTION 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the Texas Property Tax Code and the Charter of the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THEDAY OF <u>SEPTEMBER 2025</u> .
DR. VICTOR D. TREVINO, MAYOR
ATTEST:
MARIO I. MALDONADO, JR.
CITY SECRETARY
APPROVED AS TO FORM: BY:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/15/2025 Consent Agenda 1.

SUBJECT

Consideration to renew contract FY23-062 with Akin, Gump, Strauss, Hauer & Feld LLP, Washington, D.C. to provide federal legislative and lobbying consulting services for the City of Laredo. The contract amount should not exceed \$240,000.00 annually. This contract shall be for one year, this is the second of three extension periods, to commence September 1, 2025. All legislative and lobbying consulting services will be on a continuous basis. Funding is available in the General Fund.

PREVIOUS COUNCIL ACTION

Contract originally approved by City Council on 07/31/23.

BACKGROUND

The City went out on Request for Proposals (RFP) through Cit-E-Bid for providing professional federal legislative and lobbying consulting services for the City of Laredo. Legislative and lobbying services include, but are not limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work identified in this request for proposal. Contract awarded to Akin, Gump, Strauss, Hauer & Feld LLP, Washington, D.C. The contract amount should not exceed \$240,000.00 annually; Monthly retainer fee is set at \$16,000.00 plus travel reimbursement expenses, if necessary. Akin assists with grant applications, federal agency communication and serves as the city's primary contact with legislative offices at the federal level. They are most well-known for helping during our annual legislative trip, but assist in drafting legislature that affects Laredo with our Federal representatives, provide real-time updates and recommendations throughout the year and facilitate as-needed requests. They also actively support Port Laredo and its role in the Country's economy and international standing.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended to approve this renewal. This is a annual renewal so if this does not get approved, we may have to pause services and go out for new RFP. Due to new state law, lobbying services cannot be considered professional services and have to go through the RFP process.

Fiscal Impact

Fiscal Year: 2025 Budgeted Y/N?: Y

Source of Funds: General Funds
Account #: 101-9810-593-5526

Change Order: Exceeds 25% Y/N: n/a

Meeting Date: 9/15/2025 Consent Agenda 1.

FINANCIAL IMPACT:

Funding is available in the following accounts: 101-9810-593-5526.

STATEMENT OF FIRM POLICIES

We appreciate your decision to engage Akin Gump Strauss Hauer & Feld LLP ("Akin Gump") and look forward to continuing our relationship with you. Our engagement is limited to the matter identified in the foregoing engagement letter ("Engagement Letter") which is attached to this statement of firm policies ("Statement of Firm Policies") is attached. Except as may be modified by the foregoing Engagement Letter, the following summarizes, documents, and formalizes our billing practices and certain other terms that will apply to our engagement ("Engagement").

1. Fees

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The firm generally requires a retainer in an amount which is appropriate with respect to the proposed scope of work. Unless otherwise agreed, the retainer will be applied to statements rendered in connection with the work, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the individuals in our firm who perform the services. To facilitate this determination, we internally assign to each individual an hourly rate based on these factors. When selecting individuals to perform services for a client, we generally seek to assign those having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility required for each matter. Of course, our internal allocation of values for personnel time changes periodically (at least annually) to account for increases in our cost of delivering services, other economic factors, and the augmentation of a particular individual's ability, experience and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one-tenth hour (six-minute) increments.

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences between client and Akin Gump personnel, consultants, and others; conferences among our personnel; factual investigation; research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial invoices; drafting of letters, op-eds, articles, and other documents; and travel time.

2. Expenses

In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on behalf of the client and our internal charges (which may exceed direct costs) for certain support activities. Advanced costs generally will include such items as travel expenses and

fees for postage and the like. Our internal charges typically cover such items as long-distance telephone calls, facsimile transmissions, messenger services, overnight courier services, terminal time for computer research, secretarial overtime and photocopying or printing materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client. Any and all expenses in excess of five thousand U.S. Dollars (\$5,000.00) must be approved by Client prior to its expenditure by us. (This does not include attorney's fees).

During the course of our Engagement and/or work, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include such things as media consultants, investigators, and providers of searches of governmental records and filings. We will consult with you before hiring any such third parties and will only hire such third parties after we have received written permission from you to do so.

3. Billings

We bill monthly throughout the Engagement with the City of Laredo, and our monthly statements are due within thirty days after your receipt thereof. Our statements contain a concise summary of each matter for which services were rendered and a fee was charged.

We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as the client requires and in such customary form that it desires, and are willing to discuss with our clients any of the various billing formats we have available that best suits their needs.

If any monthly statement is not paid within sixty (60) days after the original statement date, we reserve the right to discontinue services on all pending matters for you until all of your accounts with us have been brought current. Additionally, if any statement is not paid within sixty (60) days from the date of the original statement, we may, by written notice to you on a subsequent statement or otherwise, declare the overdue account to be delinquent. We have no obligation to declare any account delinquent. If we declare an account to be delinquent, the amount owing on that account will accrue interest at a rate equal to one percent (1%) per month (a 12% annual percentage rate) from the date of our delinquency notice to you until the balance is paid in full, but in no event shall such rate exceed the maximum rate permitted by applicable law. Any payments made on past due statements are applied first to interest, if any, and then to the account balance, beginning with the oldest outstanding statement. In addition, we are entitled to attorneys' fees and costs if collection activities are necessary.

4. Scope of Engagement

We will provide services of the kind generally described in the Engagement letter that accompanies this attachment. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing, or to advise you about changes in the law that might affect you unless

otherwise specified in the Engagement Letter. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. Akin Gump personnel typically have several client matters pending and are required to coordinate the scheduling of activities required for each pending client matter.

5. Necessary Information

It is anticipated that you and any other entities affiliated with you will furnish us promptly with all information that we deem to be required to perform the services described in our Engagement Letter, including financial statements from qualified accountants and auditors, as appropriate, and documents prepared by other consultants employed by you in connection with prior or other matters. You will make such business or technical decisions or determinations as are appropriate to carry out our Engagement.

Our Engagement is premised and conditioned upon your representation that you are not aware of any material facts or current or historical problem (involving such matters as court orders, injunctions, cease and desist orders, judgments, liabilities, litigation, administrative proceedings, crimes, prosecutions, bankruptcies or securities violations) on the part of any person to be connected with you that you have not fully disclosed to us. You understand that the accuracy and completeness of any document (including securities disclosure documents, litigation pleadings and court filings) prepared by us is dependent upon your alertness to assure that it contains all material facts relating to the subject and purpose of such document and that such document must not contain any misrepresentation of a material fact nor omit information necessary to make the statements therein not misleading. To that end, you agree to review all documents prepared by us for their factual accuracy and completeness prior to any use thereof. You also acknowledge that this responsibility continues through our Engagement in the event that such document becomes deficient in this regard. You hereby represent and warrant that any material, information, reports and financial statements, whether rendered orally or in writing, furnished to us by you will be accurate, and that we may rely upon the truth or accuracy of such information.

6. Confidentiality and Conflicts

Akin Gump is a large law firm with multiple offices around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of the firm inevitably will have contacts with you. Accordingly, to prevent any future misunderstanding and to preserve the firm's ability to work on behalf of you and our other clients, we confirm the following understanding about certain conflicts of interest issues:

Unless we have your specific agreement that we may do so, we will not work for another client in a matter that is substantially related to a matter on which we are working for you and in which the other client is adverse to you. We understand the term "matter" to refer to transactions, negotiations, proceedings and other representations involving specific parties.

In the absence of a conflict as described above, you acknowledge that we will be free to represent any other client either generally or in any matter in which you may have an interest,

including an adverse interest, without notifying you or seeking your consent. You further understand and acknowledge that the firm may, or may not, already be representing such clients in such matters.

We agree to maintain the confidentiality of any client confidences and will not disclose or use them without your consent, unless as permitted or required by law. We may obtain nonpublic personal information about you in the course of our work. We restrict access to your nonpublic personal information to firm personnel who need to know that information in connection with our work and, as appropriate, third parties assisting in that work.

We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.

The fact that we may have your documents and/or information that may be relevant to another matter in which we are representing another client will not prevent us from representing that other client in that matter without any further consent from you. In such a case, we may put in place screening and other arrangements to ensure that the confidentiality of your documents and/or information is maintained. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters with you.

7. Termination of Engagement

Notwithstanding any applicable rule or other law compelling Akin to withdraw from providing services within less than a designated notice period, either party shall have the right to terminate this agreement after written notice to the other party with thirty (30 days written notice).

8. Fee Disagreement & Sole Remedies Clause & No Arbitration

In the event that you believe any statement for our services is erroneous for any reason, you shall notify us of the same within ten business days after receipt of such statement stating the basis for your belief. If an agreement cannot be reached with respect to the amount owed, you agree to promptly pay the non-disputed portion of our statement. The **sole remedy** for any dispute related to this Engagement, including, but not limited to, the unpaid portion in the aforementioned example, is the filing of a lawsuit in a State District Court in Laredo, Webb County, Texas. Arbitration is not forum agreed upon by the parties located in the city where our office rendering such services is located.

9. Governing Law

The Engagement Letter and the Statement of Firm Policies are governed solely by the Laws of the State of Texas.

10. Record Retention

Following termination of a matter, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential pursuant to paragraph 6 above. Upon your request, we will return to you documents and materials that you provided to us in connection with our work. You hereby acknowledge and agree that if you do not instruct us to have your client file returned to you, we will retain it for a reasonable time period (presently ten years) pursuant to the Firm's then current Record Retention Policy, after which, we will be free to destroy at our discretion, without further notice to you, any portion of the file left with us that we are not legally required to preserve. Clients may be charged shipping costs for the return of client files. The responsible attorney should determine if it is appropriate depending upon the size of the matter and the extent of the likely cost to the firm. If you instruct us to return your file to you, we reserve the right to retain materials pertaining to each matter, including administrative and accounting records, conflicts and new business intake materials, routine internal documents, attorney notes, firm form files, communications, and other materials intended for our internal use or that we are prohibited from providing to you by law, court order or third-party agreement. By agreeing to and accepting the terms of this letter, you agree to keep us informed of your most current address during the stated retention period.

11. Miscellaneous

The Engagement Letter together with this Statement of Firm Policies constitutes our entire understanding and agreement with respect to the terms of our Engagement and supersedes any prior understandings and agreements, written or oral. If any provision of our Engagement letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. Our Engagement Letter may only be amended in writing by the parties hereto.

Your agreement to this Engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

This Statement of Firm Policies is entered into on this the _____ day of _______, 2023 and is agreed to by all parties as follows:

Provider of Legal Services

By: Signature

Print Name of Signer

Akin Gump Strauss Hauer & Feld, LLP

Title: _____& Authorized Signer

Following termination of a matter, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential pursuant to paragraph 6 above. Upon your request, we will return to you documents and materials that you provided to us in connection with our work. You hereby acknowledge and agree that if you do not instruct us to have your client file returned to you, we will retain it for a reasonable time period (presently ten years) pursuant to the Firm's then current Record Retention Policy, after which, we will be free to destroy at our discretion, without further notice to you, any portion of the file left with us that we are not legally required to preserve. Clients may be charged shipping costs for the return of client files. The responsible attorney should determine if it is appropriate depending upon the size of the matter and the extent of the likely cost to the firm. If you instruct us to return your file to you, we reserve the right to retain materials pertaining to each matter, including administrative and accounting records, conflicts and new business intake materials, routine internal documents, attorney notes, firm form files, communications, and other materials intended for our internal use or that we are prohibited from providing to you by law, court order or third-party agreement. By agreeing to and accepting the terms of this letter, you agree to keep us informed of your most current address during the stated retention period.

11. Miscellaneous

The Engagement Letter together with this Statement of Firm Policies constitutes our entire understanding and agreement with respect to the terms of our Engagement and supersedes any prior understandings and agreements, written or oral. If any provision of our Engagement letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. Our Engagement Letter may only be amended in writing by the parties hereto.

Your agreement to this Engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

This Statement of Firm Policies is entered into on this the _____ day of ______, 2023 and is agreed to by all parties as follows:

Akin Gump St Provider of Le	rauss Hauer & Feld, LLP gal Services
By:	12.
Signature	
Hans (C. Rickhoff
Print Nam	e of Signer
Part	ner
Title:	& Authorized Signer

CITY OF LAREDO, TEXAS
Client

Dr. Victor D. Treviño

Mayor

City of Laredo

_ Date: <u>9</u>-26-23

Joseph Neeb City Manager City of Laredo

ATTESTED BY:

Jose A. Valdez, Jr.

City Secretary City of Laredo



APPROVED AS TO FORM BY:

Doanh T. "Zone" Nguyen

City Attorney City of Laredo T +1 202.887.4000 F +1 202.887.4288 akingump.com



Hans Christopher Rickhoff +1 202.887.4145/fax: +1 202.887.4288 hrickhoff@akingump.com

September 1, 2023

Daniel L. Walter Assistant City Attorney City of Laredo 1110 Houston St. 3rd Floor Laredo, TX 78040

VIA E-MAIL

Re: Confirmation Letter

Dear Daniel:

This letter is to confirm our continued representation of the City of Laredo in connection with advancing the City of Laredo's legislative and lobbying objectives. The firm appreciates your confidence in us, and we look forward to working with you.

Akin will bill the City of Laredo a fixed fee monthly retainer of \$16,000.00 ("Total Annual Fee" is \$192,000.00) effective September 1, 2023.

In addition to the Total Annual Fee in the amount of \$192,000.00 payable to Akin in twelve (12) monthly installments of \$16,000.00, the City will be also pay for Akin's monthly expenses ("Monthly Expenses") related to the representation during that same twelve (12) month period; however the total annual cost ("Total Annual Cost") of Akin's representation of the City of Laredo, including and limited to the Total Annual Fee Amount of \$192,000.00 and Akin's Monthly Expenses, shall not exceed \$240,000.00 and the City is not obligated to pay for any and all of Akin's Monthly Expenses and/or any other amounts during the representation in excess of the \$240,000.00 limit. We can revisit this arrangement after 12 months to ensure it is appropriate for the City of Laredo and Akin.

We very much appreciate your continued confidence in the firm and look forward to our continued work together.

Sincerely,

Christopher Rickhoff

Partner



City of Laredo Purchasing Division Renewal Notice

August 14, 2025

Mr. Ronit Feifer Akin, Gump, Strauss, Hauer & Feld LLP. 2001 K Street, NW. Washington, D.C. 20006

RE: Contract FY23-062 Federal Legislative & Lobbying Consulting Services Extension II

Dear Mr. Feiter:

This letter is a formal request by the City of Laredo to extend contract FY23-062 Federal Legislative & Lobbying Consulting Services for one additional year. This is the second of three extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly, understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1733.

Sincerely,

Jaime Zapata
Purchasing Agent

Xc: Purchasing File

Akin, Gump, Strauss, Hauer & Feld LLP.		
Request a contract extension	X Not request contract extension	
Authorized Signature	nn	
Print Name:	Hans Rickhoff	
Date:	August 18, 2025	

City Council - Supplemental Agenda

Meeting Date: 9/15/2025 Resolution 2.

SUBJECT

A resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify acceptance of a grant agreement in the amount of \$4,000,000.00 from the US Department of Transportation Federal Railroad Administration (FRA), under the Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant for the purpose of funding the preliminary planning, engineering and other work required for the subsequent applications for the grade crossing and grade separation improvements. Local match of \$1,000,000.00 from Texas Mexican Railway Company and The Kansas City Southern Railway Company accepted via Resolution 2025-R-142. Grant Funding is on a reimbursement basis. Funding is available in the Capital Grants Fund.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: Supporting goal(s)/policy(ies): Summary of alignment:

PREVIOUS COUNCIL ACTION

On May 19th, 2025, City Council approved Resolution 2025-R-142 authorizing the City Manager to ratify acceptance of a private partnership funding agreement in the amount of \$1,000,000.00 from the Texas Mexican railway company ("TM"), a Texas statutory corporation, and the Kansas City Southern Railway company ("KCRS"), a Missouri corporation qualified to do business in Texas. (TM and KCRS together referred to herein as "CPKC'). This funding represents the 20% non-federal match for a US DOT - FRA CRISI Grant in the amount of \$4,000,000.00 [80%] for a total project cost of\$5,000,000.00.

On October 17th, 2022, City Council approved Resolution 2022-R-178 authorizing the interim City Manager to submit a grant application in partnership with the Kansas City Southern Railway Company in the amount not to exceed \$ 4,000,00 to the U.S. DOT - FRA, under the CRISI grant for the purpose of funding the preliminary planning, engineering and other work required for the subsequent applications for the grade crossing and grade separation improvements and authorizing participation via private partnership match by KCS in the amount of \$ 1,000,000 as required; if awarded; and providing for an effective date

BACKGROUND

The City submitted the application for FRA CRISI funding consideration for the Downtown Laredo Rail Corridor Safety Planning Project. The project was selected for funding by the FRA on January 3, 2025. The City of Laredo serves as the local government sponsor for the project. Matching funds will be allocated from CPKC Railroad.

COMMITTEE RECOMMENDATION

Meeting Date: 9/15/2025 Resolution 2.

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year: 2025 Budgeted Y/N?: Y

Source of Funds: Capital Grants Fund Account #: 458-9853-322-2006

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Revenues:

Federal Railroad Admin. \$ 4,000,000 - Account #458-9853-322-2006

RESOLUTION 2025-R-235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, AUTHORIZING THE CITY **MANAGER** TO TEXAS ACCEPTANCE OF A GRANT AGREEMENT IN THE AMOUNT OF \$ 4,000,000 FROM THE US DEPARTMENT OF TRANSPORTATION FEDERAL RAILROAD ADMINISTRATION (FRA), UNDER CONSOLIDATED RAIL INFRASTRUCTURE **AND SAFETY** IMPROVEMENT (CRISI) GRANT FOR THE PUPROSE OF FUNDING PRELIMINARY PLANNING, ENGINEERING, AND OTHER WORK REQUIRED FOR THE SUBSEQUENT APPLICATIONS FOR THE GRADE CROSSING AND GRADE SEPARATION IMPROVEMENTS. LOCAL MATCH OF \$1,000,000 FROM TEXAS MEXICAN RAILWAY COMPANY AND THE KANSAS CITY SOUTHERN RAILWAY COMPANY ACCEPTED RESOLUTION 2025-R-142. **GRANT FUNDING** IS REIMBURSEMENT BASIS. FUNDING IS AVAILABLE IN THE CAPITAL **GRANTS FUND.**

Whereas, the City Manager is authorized to approve Private Partnership Agreements on behalf of the of City of Laredo; and

Whereas, the City entered into a grant agreement with US Department of Transportation Federal Railroad Administration for the Consolidated Rail Infrastructure and Safety Improvements Grant to seek federal assistance to fund engineering and other work required for the grade crossing and grade separation improvements in Laredo to ensure timely completion of the project; and

Whereas, FRA will fund the eighty (80) percent [\$ 4,000,000] federal match for the US department of transportation federal railroad administration consolidated rail infrastructure and safety improvements grant, and

Whereas, the Texas Mexican railway company ("TM"), a Texas statutory corporation, and the Kansas City Southern Railway company ("KCRS"), a Missouri corporation qualified to do business in Texas (TM and KCRS together referred to herein as "CPKC") will fund the twenty (20) percent [\$ 1,000,000] of the non-federal match for the US Department of Transportation Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements Grant, and

Whereas, the execution of this Financial Agreement is needed to advance the awarding of the Federal Railroad Administration Grant.

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

Section 1: Authorizing the City Manager to ratify acceptance of a grant agreement for the purpose of providing the federal match of said grant.
Section 2: This Resolution shall take effective immediately upon passage.
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, 2025.
DR. VICTOR D. TREVINO, MAYOR
ATTEST:
MARIO MALDONADO JR., CITY SECRETARY
APPROVED AS TO FORM:
BY:
DOANH "ZONE" T NGUYEN CITY ATTORNEY

City Council - Supplemental Agenda

Meeting Date: 9/15/2025 Council Item 3.

City Council - Supplemental Agenda

Meeting Date: 9/15/2025 Council Item 4.