City of Laredo

REGULAR MEETING AGENDA

A-2026-R-02

Monday, February 2, 2026
5:30 PM

City Council Chambers

City Council

****

City of Laredo
Regular City Council Meeting
A-2026-R-02
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
February, 2nd, 2026
5:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

MOMENT OF SILENCE

ROLL CALL

MINUTES

Approval of Minutes of:

January 20th, 2026

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.

RECOGNITION

1. The City of Laredo Mayor and Council recognize Karma Athletics, who competed on December 22, 2025, at the Redline event in San Antonio, Texas, earning 1st Place & the title of Grand National Champions in their division. The team took home two championship rings, two medals & championship jackets, marking an outstanding achievement. **REC26-08**

2. Recognition of Roberto Rodriguez upon his retirement from the Texas Department of Transportation (TxDot) after 26 years of dedicated public service. Mr. Rodriguez is honored for his close collaboration with the City of Laredo, his professionalism, commitment, and significant contributions to transportation projects that benefited the community. The City of Laredo extends its **REC26-10**

appreciation and wishes him continued success on his retirement.

3. The City of Laredo Mayor and Council recognize students from U.I.S.D. and L.I.S.D. who competed in the annual American Legion Oratorical Competition, hosted by the American Legion Arturo T. Benavides Memorial Post 59 in Laredo. High school students delivered prepared speeches on selected topics about the U.S. Constitution, and scholarships were awarded. The program was led by District 23 Commander Jose M. Gamez. **REC26-11**

4. The City of Laredo Mayor, Dr. Victor Treviño, recognizes Manuel Serna for reaching 100 years of life, for his service to our country, and for joining the Mayoral Century Club. **REC26-12**

COMMUNICATIONS

5. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **26-212**

APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

6. Presentation for confirmation by City Council of F. Javier Montemayor, Jr. as Associate Municipal Court Judge for the City of Laredo as recommended by Municipal Court Judge Position I Jesus M. Dominguez in accordance with Section 5.02 of the Charter of the City of Laredo. **APPT26 - 16**

7. Reappointment by Mayor Pro Tempore Gilbert Gonzalez of Mr.Carlos Fernandez to the Port of Entry Advisory Committee. **APPT26 - 17**

8. Reappointment by Council Member Ruben Gutierrez of Mr. Luis Hinojosa to the Port of Entry Advisory Committee. **APPT26 - 18**

9. Appointment of Ricardo DeAnda to the Mayoral Rio Grande Riverfront Coordination & Advisory Ad-Hoc Committee. Recommended by Council Member Ricardo "Rick" Garza. **APPT26 - 19**

10. Appointment of Armando Duarte to the Laredo/Webb Drug and Alcohol Commission by Council Member Ricardo "Rick' Garza. **APPT26 - 20**

11. Appointment of Mayor Dr. Victor D. Trevino of Hector Alaniz to the Port of Entry Advisory Committee. **APPT26 - 21**

PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

12. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.3 acres, as further described by metes and bounds in attached “Exhibit A”, located south of Avenida Los Presidentes and west of Lone Star Loop, from R-1 (Single Family Residential District) to B-1 (Limited Business District). **26-80**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-006-2026
District III

PUBLIC HEARING & INTRODUCTORY ORDINANCE

13. Public Hearing and Introductory Ordinance re-adopting Guidelines & Criteria Governing Tax Abatements by the City of Laredo in accordance with the requirements in Section 312.002 of the Texas Property Tax Code; providing for severability; providing for an effective date of February 22, 2026 through February 21, 2028; and providing for publication. **26-61**

14. Public Hearing and Introductory Ordinance amending Chapter 5 of the City of Laredo Code of Ordinance. Senate Bill 1008, enacted by the Legislature of the State of Texas, under Section 437.01235, and which became effective September 1, 2025, changes and / or effects the City of Laredo ability to charge certain food service establishments with liquor licensing fees. The City of Laredo currently charges liquor licensing fees to businesses that sell liquor in addition to food. **26-95**

This amendment formally incorporates the recent legislative changes into the City's Code of Ordinance by clarifying that as of the effective date of the new legislation (Sept. 1, 2025), the City of Laredo no longer charges any alcohol permitting fees to the following establishments under the following conditions:

1) Food Service Establishments with a valid health permit obtained from the City of Laredo Public Health Department.

2) Establishments that have already paid a fee to operate as a food service establishment to the Texas Department of State Health Services (DSHS) or any other local jurisdiction.

This Ordinance is also amended to update the list of permits and licenses and provide causes for denial and cancellation.

INTRODUCTORY ORDINANCES

15. Authorizing the City Manager to execute a Food Service Agreement between the Laredo International Airport and Chick-Fil-A Marketplace Bob Bullock located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal in a space consisting of 200 sq ft, described as Suite No. 101 on the first floor of the terminal building, as depicted in Exhibit B, for the purposes of **26-138**

providing prepared lunch food items and non-branded drinks, further described in Exhibit A, from 9:00 AM to 7:30 PM, Monday thru Saturday. The lease term shall be for one year with one option to renew and base rent shall consist of three percent (3%) of the concessionaire's monthly gross sales; and providing for an effective date.

FINAL READING OF ORDINANCES

16. Authorizing the City Manager to amend the FY25-26 General Fund Parks Department budget by drawing down fund balance and appropriating expenditures in the amount of $49,314 in order to appropriate funds awarded by Texas Municipal League (T.M.L.) to be used for the replacement of the playground and shade at the Inner City Playground located at 202 West Plum. **2026-O-25**

17. An Ordinance authorizing the City Manager to amend the FY25-26 Solid Waste budget by appropriating a drawdown in the total amount of $818,089.77, in order to replace burned rental garbage truck and other equipment purchases. Funds are available in Solid Waste Fund. **2026-O-04**

18. Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement ("First Amendment") by and between the City of Laredo ("Landlord"), a Texas municipality and SBA Steel LLC, a Florida limited liability company ("Tenant"), dated January 10, 2006 for the construction of a 140' self-supporting tower and equipment building for the purpose of providing cellular services; and attached hereto; to extend the term of the lease one additional, five year term commencing January 10, 2031; with an additional three, five year terms. Rent shall increase from $39,799.00 to $45,000.00 per year with a four percent escalation; all other terms and conditions remain in full force and effect. **2026-O-17**

19. An Ordinance of the City of Laredo, Texas, amending Chapter 15, Article VI, Section 78, Definitions, of the Code of Ordinances, by redefining "Bar"; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date. **2026-O-26**

20. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 8.6 acre tract, as further described by metes and bounds in attached "Exhibit A", located north of Penn Street and west of Riverside Drive, from AG (Agriculture District) to M-1 (Light Manufacturing District). **2026-O-09**

ZC-001-2026
District VII

21. An Ordinance of the City of Laredo, Texas, amending the Zoning **2026-O-10**

Ordinance (Map) of the City of Laredo by amending Ordinance 2015-O-039, which authorized a conditional use permit for a Kiosk/Food Stand and Meat Market in the Grocery Store on Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street in order to remove Deyanira Villarreal and Ralph A. Hase and replace with Sergio Briones and Yessenia Briones as the parties to whom the permit is issued.

ZC-005-2026
District VIII

22. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 1 and 2, Block 1, Buitron/Ramos Subdivision, located at 7101 and 7105 McPherson Road. **2026-O-11**

ZC-010-2026
District V

23. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.70 acres, located north of Cielito Lindo Boulevard and west of Ejido Avenue, from B-1 (Limited Business District) and R-1A (Single Family Reduced Area District) to B-3 (Community Business District). **2026-O-13**

ZC-004-2026
District II

24. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 31.64 acres, as further described by metes and bounds in attached “Exhibit A”, located south of Facultad Boulevard and west of US Highway 83, from R-1MH (Single Family Manufactured Housing District) to R-1B (Single Family High Density District). **2026-O-12**

ZC-011-2026
District II

25. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 624, Western Division, located at 2416 Ventura Street, from R-2 Multi-Family Residential District) to R-3 (Mixed Residential District). **2026-O-15**

ZC-009-2026
District VIII

26. An Ordinance of the City of Laredo, Texas, amending the Zoning **2026-O-16**

Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Fire Station No. 11, located at 11015 McPherson Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

ZC-002-2026
District VI

27. An Ordinance of the City of Laredo, Texas, Authorizing the City Manager to execute all necessary documents to effectively Close, Abandon and Vacate as a Public Easement, an Alley dedicated for public use in Block 925, Eastern Division, City of Laredo, Webb County, Texas, also known to be located at the 1700 Block of Guadalupe Street and providing for the reversion of the public's interest in said alley to the abutting landowners in equal shares, and providing for an effective date. **2026-O-18**

28. An Ordinance authorizing the City Manager to accept and enter into a contract from the University Health for the Gilead FOCUS Grant, amending the FY2025-2026 budget by appropriating revenues and expenditures in the amount of $50,397.00, with no match for the City of Laredo Public Health Department, for the term January 01, 2026 through December 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Gilead FOCUS Grant. **2026-O-19**

29. An Ordinance of the City of Laredo authorizing the City Manager to amend a lease agreement between the City of Laredo, as Lessor, and the Laredo Police Department, as Lessee, approved by Ordinance No. 2020-O-147 dated November 02, 2020, by amending the lease to increase the square footage of the leased premises from 138,359 square feet to 223,372 square feet in Section 1.01 of the lease and by additionally, amending Section 1.03 Rental Obligation by increasing the monthly obligation from $11,358.00 to $13,066.00. All other terms and conditions remain unchanged and in effect. **2026-O-20**

30. An Ordinance authorizing the City Manager to execute a lease agreement between the Laredo International Airport and the City Of Laredo Police Department for approximately 15,000 square feet constituting warehouse and office space situated within a 3.0-acre tract of land located at 5508 Thomas Avenue, Laredo, Webb County, Texas situated on property described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. Lease term shall be for a total of five years, with three options to extend this lease, with each option being an additional five years, commencing on February 1, 2026. Initial monthly rent shall be $8,676.23 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date. **2026-O-22**

31. An Ordinance of the City of Laredo, Texas, amending Ordinance No. 2025-O-229, Chapter 6, Article II, Sec. 6-22 of the City of Laredo Code of Ordinances relating to Rabies Control, Registration Requirements, and Vaccination procedures to align with current state law; providing for severability; providing for publication and an effective date. **2026-O-21**

32. An Ordinance authorizing the City Manager to accept and enter into a contract from the Alzheimer's Association for the 2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant, amending the FY2025-2026 budget by appropriating revenues and expenditures in the amount of $50,000.00, with no match for the City of Laredo Public Health Department, for the term January 01, 2026 through September 30, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - 2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant. **2026-O-23**

CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.

COMMUNITY DEVELOPMENT: TINA RODRIGUEZ, DIRECTOR

33. Authorizing the City Manager and/or his designee to execute a Participation Agreement with Laredo College for participation in Tax Increment Reinvestment Zone (TIRZ) No. 1, pursuant to Chapter 311 of the Texas Tax Code, to become effective during the 2026 tax year utilizing the 2025 tax year as an initial baseline. **26-86**

DETOXIFICATION CENTER: DR. SAN JUANA VIVIANA MARTINEZ, DIRECTOR

34. A Resolution of the City Council of the City of Laredo, authorizing the City Manager to submit a grant application in the amount of $243,711.00 to the Texas Opioid Abatement Fund Council to support the operations of the Detoxification Department, ROOTS Recovery Center to provide detoxification services to individuals experiencing substance use withdrawals; and execute all relevant documents as determined by the Texas Opioid Abatement Fund Council. Grant funding will be up to $243,711.00 for a one-year funding cycle. No grant match is required for this funding opportunity. Grant will be accounted for in the Detoxification Center Fund - CORE LT Grant. **2026-R-27**

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

35. Consideration for approval of the selection of the top ranked consultant for the RFQ FY25-ENG-47 ADA Bus Stops & Bicycle Enhancements; and authorization to negotiate a professional service contract. A total of five firms responded to the request for qualifications Thursday, November 13, 2025. The committee **26-111**

recommends the selection of Ardurra Group, LLC. There is no financial impact at this time.

1. Ardurra Group, LLC, Laredo, TX
2. KCI Technologies, Laredo, TX
3. Meta Engineering, LLC, Helotes, TX
4. Parra & Co., LLC, San Antonio, TX
5. SWG Engineering, LLC, Weslaco, TX

FIRE: GUILLERMO HEARD, FIRE CHIEF

36. Consideration to approve the purchase of five replacement 60 hz EPA Stationary Emergency Generator Sets for a total of $482,656.23 for Fire Stations 1, 4, 10, 13, and 14. The purchases will be made from Holt Power Systems, San Antonio, Texas, through Buyboard Contract #788-25. Funding is available in the 2025 PPFCO Bond. **26-142**

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

37. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit an application to the Department of Health and Human Services (HHS) for the Innovative Mental Health Services Research Grant, in the estimated total amount of $400,000 per grant year, with no match for the City of Laredo Public Health Department for a five year term, from December 01, 2026 through November 30, 2031, for a total estimated amount not to exceed $2,000,000.00; and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Department Fund - Innovative Mental Health Services Research Grant. **2026-R-25**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

38. A Resolution of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the estimated amount $152,000.00 to the Texas Department of Transportation for enforcement of Commercial Motor Vehicle Selective Traffic Enforcement Program. The grant period will begin October 01, 2026 through September 30, 2027; this grant is for overtime salaries. The city will be responsible for a required match of approximately $36,000.00, from General Fund. Funding will be accounted for in the Special Police Fund. **2026-R-22**

39. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the estimated amount of $173,000.00 to the Texas Department of Transportation for the Comprehensive Selective Traffic **2026-R-20**

Enforcement Program. The grant period will begin October 01, 2026 through September 30, 2027; this grant is for overtime salaries. The city will be responsible for a required match of approximately $41,000.00, from General Fund. Funding will be accounted for in the Special Police Fund.

40. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the amount of $153,083.75 to the U.S. Department of Justice Program for the purpose of funding the Patrick Leahy Bulletproof Vest Partnership Grant for FY 2026. The funds will be utilized to replace approximately 145 vests that have exceeded the recommended life expectancy. If awarded the Bulletproof Vest Partnership Program will provide funding in the amount of $76,541.88 with the other 50% of the project being provided by city match, from General Fund. Funding is available in the Special Police Fund. **2026-R-21**

41. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of the donation of one police service dog from the U.S. Department of Homeland Security, TSA Canine Training Center to be trained and used by the Laredo Police Department for law enforcement purposes. The police service canines are strictly a donation and will be at no cost to the City of Laredo. **2026-R-23**

42. Authorizing the City Manager to submit a grant application in the estimated amount of $3,250,000.00 to the office of the Governor's Public Safety Office for the purpose of funding the FY 2027 Texas Anti-Gang (TAG) program. Funding will be used to pay for costs associated with the operation of the TAG Center, including but not limited to, personnel, rent, contractual obligations, information system interfaces, equipment, training, supplies and direct operating expenses. This grant does not require matching funds. Funding is available in the Special Police Fund. **2026-R-24**

SOLID WASTE: BISHOP P. WAGENER , DIRECTOR

43. Consideration to replace burned rental garbage truck for the total amount not to exceed $403,599.55 and use $414,490.22 to purchase equipment for a total of $818,089.77 Funding is available in the Solid Waste fund. **26-22**

TAX: DORA MALDONADO, TAX ASSESSOR COLLECTOR

44. Motion to approve tax roll adjustments for the month of December 2025. The amounts adjusted represent an increase of $1,867.40 for prior year taxes and a decrease of $13,737.53 for current year taxes. The aggregate adjustment represents a decrease of $15,604.93. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include **26-145**

rollbacks and reflected in General Fund.

UTILITIES: DR. TAREQ AL-ZABET, DIRECTOR

45. Consideration to select and negotiate RFQ 2026-006 professional consulting services contract with the top score, Carollo Engineers, Inc., Dallas, TX, for an assessment and optimization study of the City's surface water treatment plants. This assessment will evaluate the performance, efficiency, and condition of the Jefferson Street and El Pico Water Treatment Plants, with a focus on filter assessments, process optimization, reliability, and long-term capital planning for the Utilities Department. The contract term is for one year and is contingent upon annual budget appropriations. The firms that responded to the RFQ and their consensus scores were: **26-66**

1. Carollo Engineers, Inc. - Score: 1
2. Garver, LLC - Score: 2
3. Ardurra - Score: 3
4. Freese and Nichols, Inc. - Score: 4

The Selection Committee recommends proceeding to scope refinement and fee negotiations with the highest□ranked firm, Carollo Engineers, Inc. There is not financial impact at this time.

46. Consideration to authorize the City Manager to negotiate and execute a contract RFP#2026-022 with Anubis Engineering, Inc. for project management and program management support services for Utilities Department Water and Wastewater capital improvement projects in an amount not to exceed $470,100.00. The initial term of the contract shall be for one year from the date of execution with the option to renew for up to three additional one-year periods subject to mutual agreement and the availability of appropriated funds. Funding is available in the Waterworks Fund - 2024 Water Revenue Bond. **26-106**

END OF CONSENT AGENDA

STAFF REPORTS

47. Overview of the City of Laredo Detoxification Department, DBA ROOTS Recovery Center. **26-02**

48. Update on Plaza Theater project with possible action. **26-242**

49. Environmental & Solid Waste Department staff report with possible action related to residential services, public education efforts, and related issues, with commercial services in accordance with city ordinances. **26-248**

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.

50. Request for Executive Session pursuant to Texas Government Code Section 551.074 to discuss the City Manager's annual review pursuant to the terms of the City Manager's employment agreement, and any other matters incident thereto. **26-240**

51. Request for Executive Session pursuant to 551.071(1) (A&B) of the Texas Government Code concerning DC-24-126, Ashley Morales v. The City of Laredo, and any other matter incident thereto. **26-245**

52. Request for Executive Session pursuant to Section 551.071(1)(A) (consultation with attorney regarding pending litigation) of the Texas Local Government Code, related to 2025CVG002217D2 and any other matter incident thereto. **26-246**

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

53. Consideration to award a supply contract with Sole Source Vendor Gillig, LLC in the amount of and not to be exceeded of $150,000.00 for the purchase of automotive parts, transit parts, and supplies of Laredo Transit Management Inc., El Metro. Gillig is the primary and sole source vendor to all and any repairs made to our fleet. The term of this contract shall be for one year beginning as of the date of its execution. Funding is available in the El Metro Maintenance Accounts. **2026-RT-06**

ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

54. Discussion with possible action on status of convention center, and any matters related thereto. **26-C-21**

55. Discussion with possible action on Central Laredo Management District (CLMD), and any matters related thereto. **26-C-22**

Sponsors: Cm. Ruben Gutierrez Jr. and Cm. Vanessa Perez

Request by Mayor Pro Tempore Gilbert Gonzalez

56. Discussion with possible action to support the 2026 Special Olympics opening ceremony to be held at the Sames Auto Arena and any other matters incident thereto. **26-C-17**

Request by Council Member Ricardo "Richie" Rangel, Jr.

57. Discussion with possible action to request a report on the economic growth of the City of Laredo by districts and any other matters incident thereto. **26-C-20**

Request by Council Member Melissa R. Cigarroa

58. Update on the status of the environmental impact studies regarding the effects of border wall and buoy construction and reporting on any results, and any other matters incident thereto. **26-C-5**

Request by Council Member Ricardo "Rick" Garza

59. Status update with possible action related to the LECHE organization and the potential development of The Eastern Laredo Optimized Transportation (ELOTE) Plan and the letter of support from the City; and any matter incident thereto. **26-C-19**

Sponsors: Mayor Pro Tempore Gilbert Gonzalez and Cm. Melissa R. Cigarroa

Request by Council Member Tyler King

60. Discussion with possible action regarding a request for an update from the Utilities Department's as it relates to the Utilities Capital Improvement Plan (CIP) for FYs 27-28, the hiring of new Utilities Department engineers and Assistant Directors, current and future water line and valve replacements, and any matters incident thereto. **26-C-2**

61. Discussion with possible action regarding an update on the Animal Care Services pilot program as it relates to preventing the damage being done to private property by javelinas and feral hogs, any matters incident thereto. **26-C-4**

62. Discussion with possible action regarding the final passing of a City resolution of support as motioned by Council on November 3rd 2025 in advocating for new state legislation that could lead to a Project Finance Zone (PFZ) designation with the state of Texas, which allows for municipalities to designate a three-mile zone centered around a convention center or arena in which growth in state hotel taxes collected within the zone would be rebated to the City for a 30-year period to pay for improvements to a convention center or arena, by working with Dean Senator Judith Zaffirini and State Representative Richard Raymond to file legislation for the 2027 Session that would allow Laredo to qualify for a PFZ **26-C-16**

designation in the future, and also have the City produce an economic impact study to strengthen the City's case for one, and any other matters incident thereto

Sponsors: Mayor Dr. Victor D. Trevino

Request by Council Member Vanessa J. Perez

63. Discussion with possible action on opportunities for centralization of city services within the organization, and any other matters incident thereto. **25-C-156**

64. Discussion with possible action to create a project management policy, with standardized reporting, and any other matters incident thereto. **25-C-204**

Sponsors: Mayor Dr. Victor D. Trevino and Cm. Ricardo "Richie" Rangel Jr.

65. Executive Session: Discussion with possible action pursuant to Texas Government Code §551.071 (Consultation with Attorney) regarding collection, enforcement, and related legal strategies concerning the $69.9 million, $69,876,000, judgment obtained by the City of Laredo against Laredo Las Lomas Properties in District III, LTD., involving the property located at 1500 Logan Street ("Old Mercy Hospital"), signed June 25, 2018, in Cause No. 2017CVK002349-D2, arising from twenty-seven (27) uncured violations, and any matters incident thereto. **26-C-13**

Sponsors: Mayor Dr. Victor D. Trevino

Request by Council Member Alyssa Cigarroa

66. Discussion with possible action on establishing a Pre-Council Review and Briefing Process for agenda Items and any other matters incident thereto. **26-C-11**

Sponsors: Cm. Ricardo "Richie" Rangel Jr.

67. Discussion with possible action to request a status update on ongoing repairs at the Plaza Theatre, including timelines for the next phase of planned improvements and any other matters incident thereto. **26-C-14**

68. Discussion with possible action to direct the City Manager's Office to develop revised development codes such as form-based code or similar alternative for Downtown Laredo as contemplated in the Viva Laredo Plan and any other matters incident thereto. **26-C-15**

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 Friday, January 23rd, 2026 at 4:00 p.m.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Recognition 2.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Recognition 3.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Recognition 4.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Communications 5.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Appointment 6.**

Appointment to confirm F. Javier Montemayor, Jr. as Associate Municipal Court Judge for the City of Laredo as recommended by Municipal Court Judge Position I Jesus M. Dominguez in accordance with Section 5.02 of the Charter of the City of Laredo.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Appointment 7.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Appointment 8.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Appointment 9.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Appointment 10.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Appointment 11.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 12.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.3 acres, as further described by metes and bounds in attached "Exhibit A", located south of Avenida Los Presidentes and west of Lone Star Loop, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-006-2026
District III

Council District: District 3 **Zone Case:** ZC-006-2026

Letters sent to property owners: 7

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

---

1. Level of Alignment

☑ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Neighborhood Mixed-Use – Future Land Use Category

"Neighborhood Mixed-Use areas provide a mix of residential, office, retail, service, and civic uses that serve the surrounding neighborhood and are designed to be walkable and integrated into nearby residential areas."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Neighborhood Mixed-Use** on the Future Land Use Map. The proposed rezoning to **B-1 (Limited Business District)** to allow a convenience store with fuel sales is consistent with the intent of providing neighborhood-serving retail and services within mixed-use areas.

Land Use Policy – Mixed-Use Compatibility

"Encourage mixed-use development patterns that locate neighborhood-serving commercial uses along arterial and collector streets while protecting adjacent residential areas."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The site is located at the intersection of **Avenida Los Presidentes (Proposed Minor Arterial)** and **Concord Hills Boulevard (Collector)**. The proposed B-1 zoning aligns with the Plan's direction to concentrate neighborhood-scale commercial uses along higher-capacity roadways while maintaining compatibility with nearby residential neighborhoods.

Economic Development Goal

"Support economic development by promoting appropriately scaled commercial development that serves local neighborhoods and reduces the need for long-distance travel."
Page 7.3
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
A convenience store with fuel sales provides daily goods and services to nearby residents, supporting neighborhood-scale economic activity and improving access to services without requiring extended travel.

---

3. Summary of Alignment

Agenda Item ZC-006-2026 demonstrates **Strong alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning from R-1 to B-1 is **fully consistent** with the **Neighborhood Mixed-Use** Future Land Use designation, which expressly supports neighborhood-serving commercial uses. The site's location along a proposed minor arterial and a collector street directly reflects the Plan's guidance for placing commercial activity in accessible, high-visibility corridors.

The proposal advances broader planning themes of **economic development**, **mobility efficiency**, and **complete neighborhoods** by providing locally accessible services while maintaining compatibility with surrounding residential uses.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. The agenda item clearly fulfills the intent and direction of the Plan.

Conclusion:
The proposed zoning action is **Strongly aligned** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 1/20/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: AV Homes, L.C., Owner; Circle K Stores Inc., Applicant; Marcella Rocha/Circle K Stores, Inc., Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.3 acres, as further described by metes and bounds in attached "Exhibit A", located south of Avenida Los Presidentes and west of Lone Star Loop, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-006-2026
District III

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: III - Cm. Melissa R. Cigarroa

Proposed use: The proposed use is for a convenience store with fuel sales (gasoline service station).

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Avenida Los Presidentes, vacant developed land, Concord Hills Boulevard, and single-family residential uses. To the east of the site is Lone Star Loop, Avenida Los Presidentes, vacant undeveloped land, and single-family residential uses. To the south of the site is primarily vacant land and single-family residential uses. To the west of the site is Pedernales Drive, Dallas Drive, single-family residential uses, and vacant developed land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Avenida Los Presidentes as a Proposed Minor Arterial and Concord Hills Boulevard as a Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 7 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Neighborhood Mixed-Use (All Except, M-1, M-2, AH, AN, FH OG, B-4 allowed with exceptions***), which includes B-1 zoning districts.

2. The proposed zone change is appropriate at this location since it's at the intersection of two major roads, Concord Hills and Avenida Los Presidentes, which are both proposed minor arterials.

3. The proposed use is compatible at this location, as a convenience store with fuel sales (gasoline service station) will provide additional amenities to the surrounding area.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
The vicinity of the site is primarily vacant land and single-family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone will create an isolated zoning district. However, there is a large B-3 zoning directly across Avenida Los Presidentes.

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a convenience store with fuel sales (gasoline service station) as intended by the applicant.

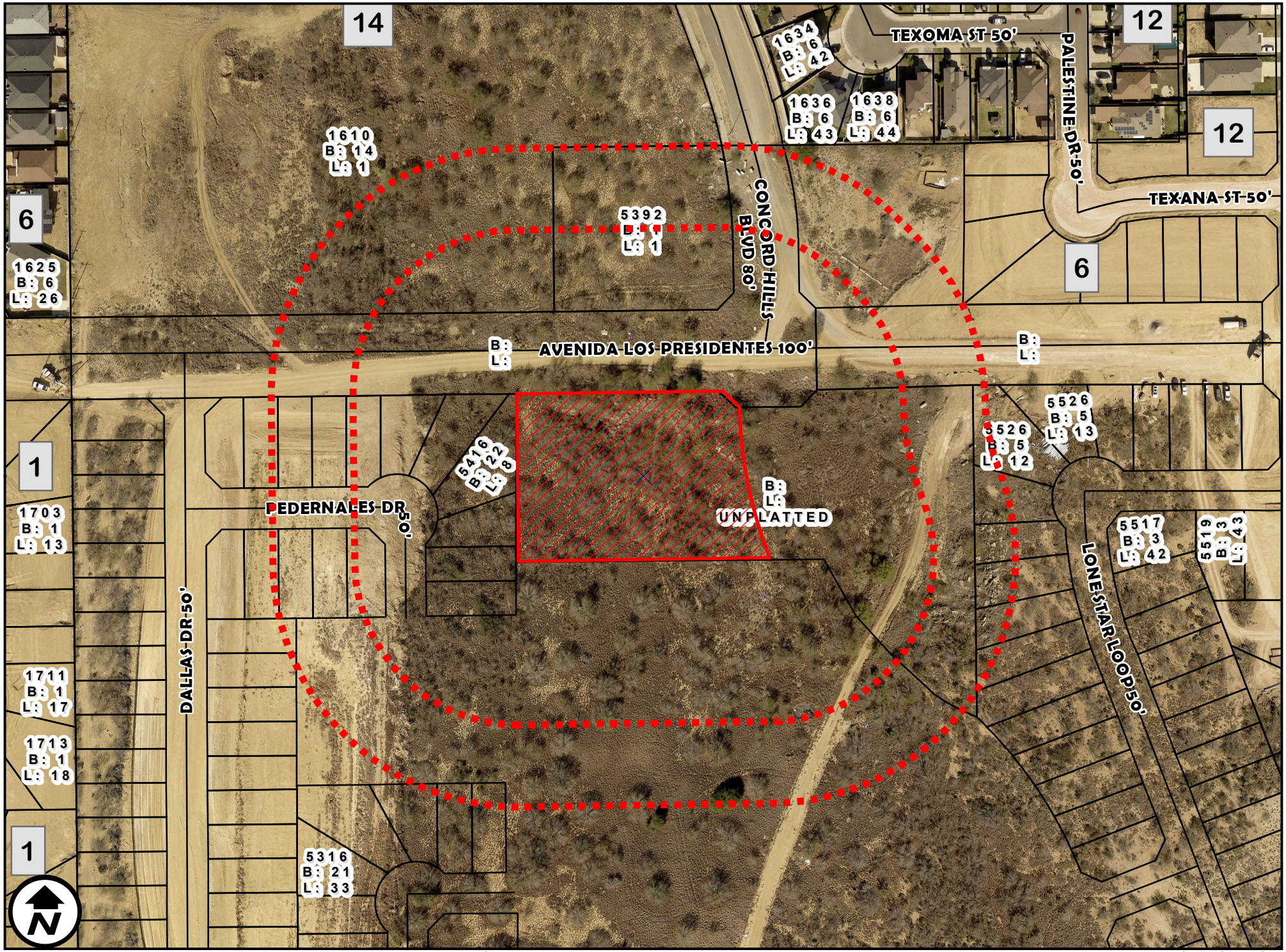
Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

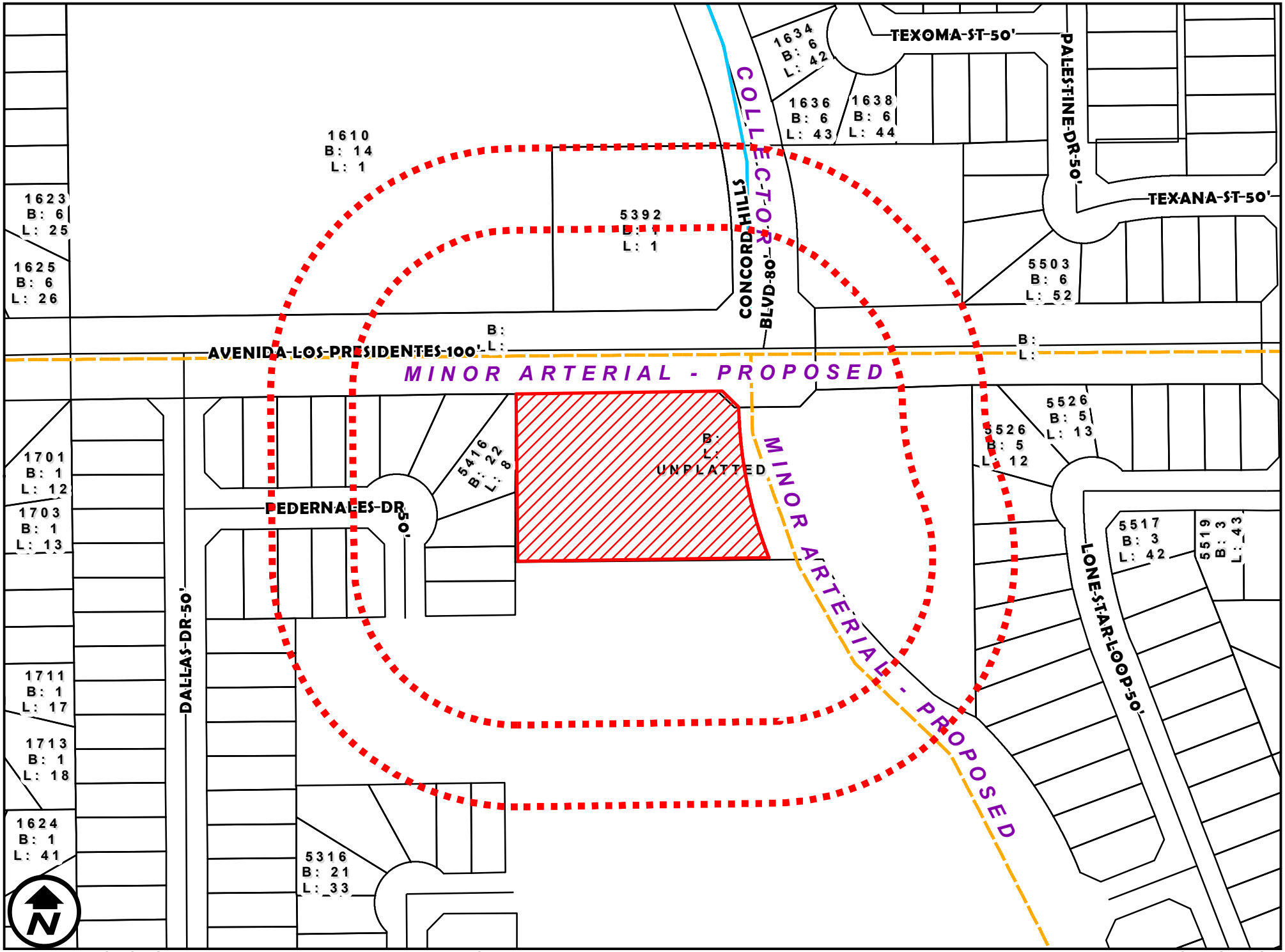


AERIAL MAP

1 inch = 150 feet

ZC-006-2026
COUNCIL DISTRICT 3
SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)



FUTURE THOROUGHFARE PLAN

1 inch = 150 feet

ZC-006-2026

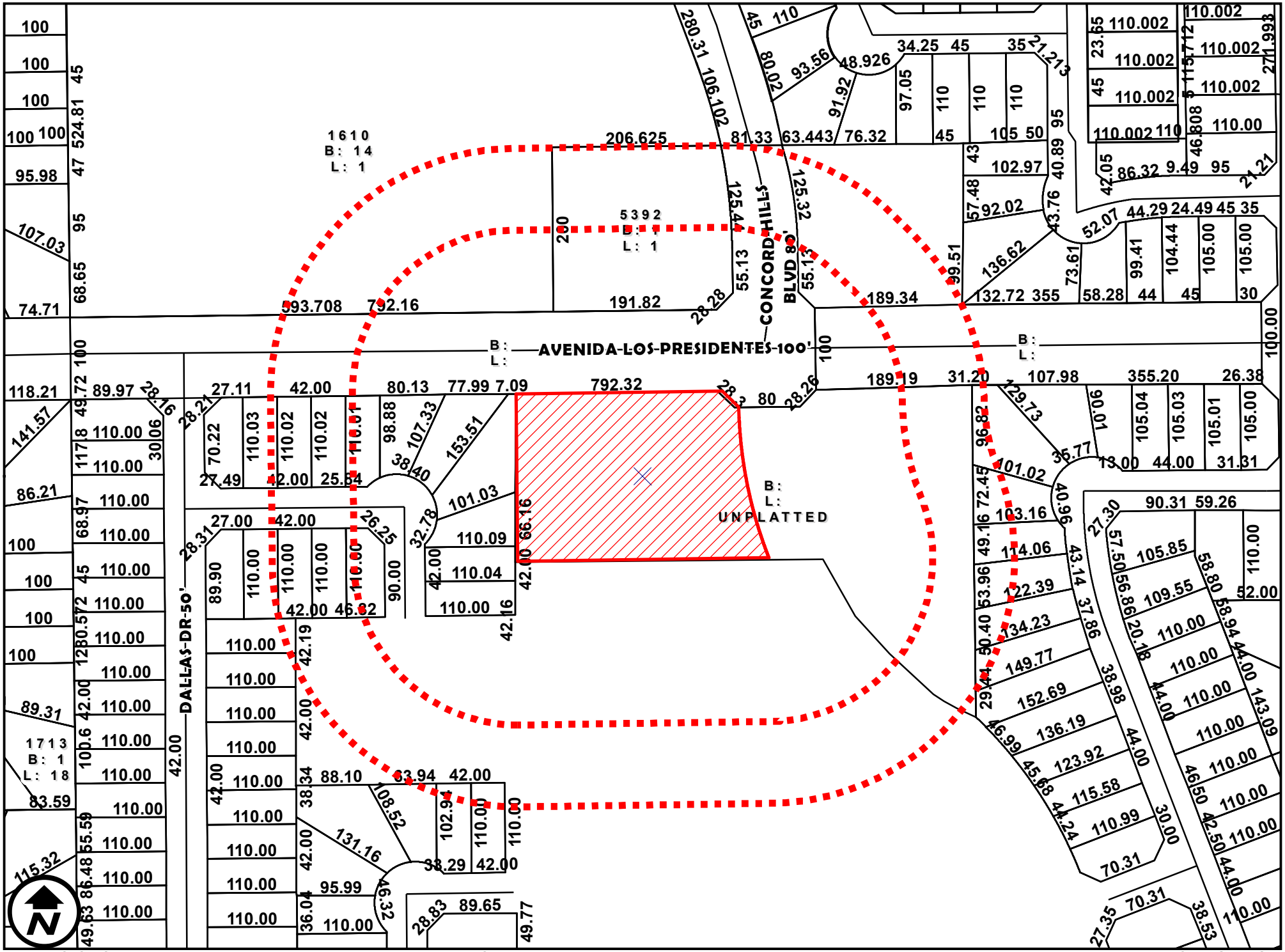
COUNCIL DISTRICT 3

SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FO

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T

B-1 (LIMITED BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

ZC-006-2026

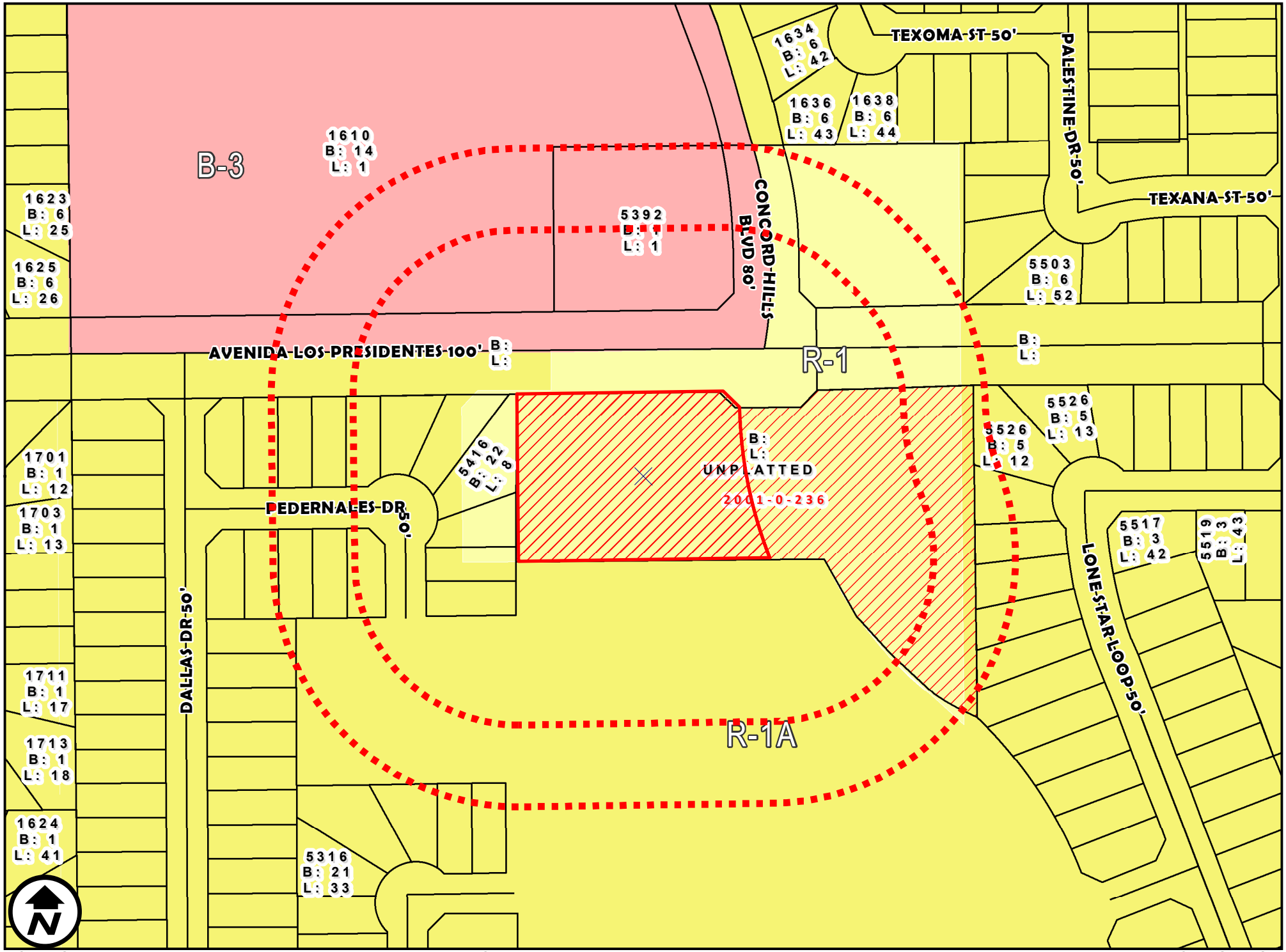
COUNCIL DISTRICT 3

SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FO

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T

B-1 (LIMITED BUSINESS DISTRICT)

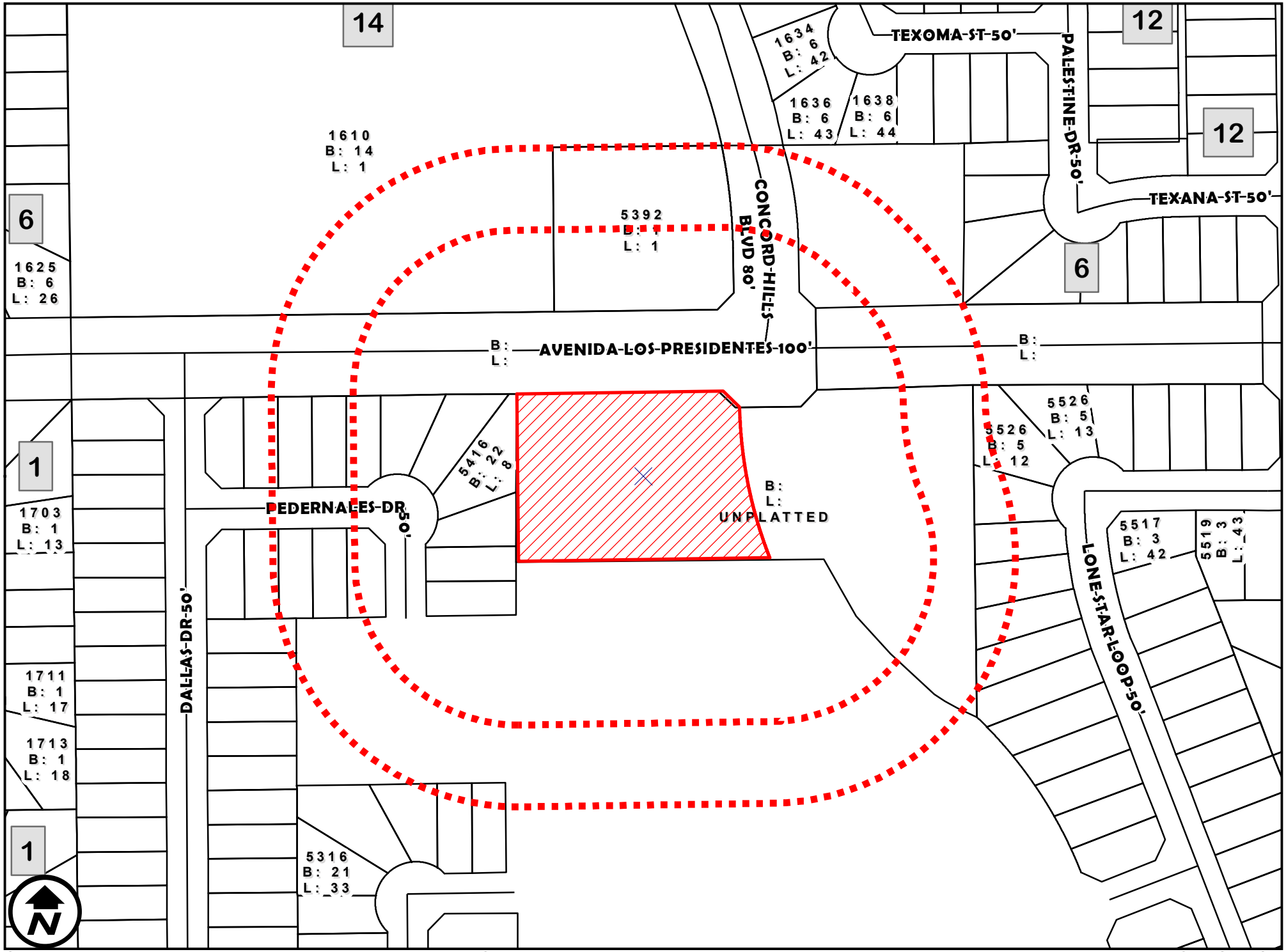


ZONING MAP

1 inch = 150 feet

ZC-006-2026
COUNCIL DISTRICT 3
SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

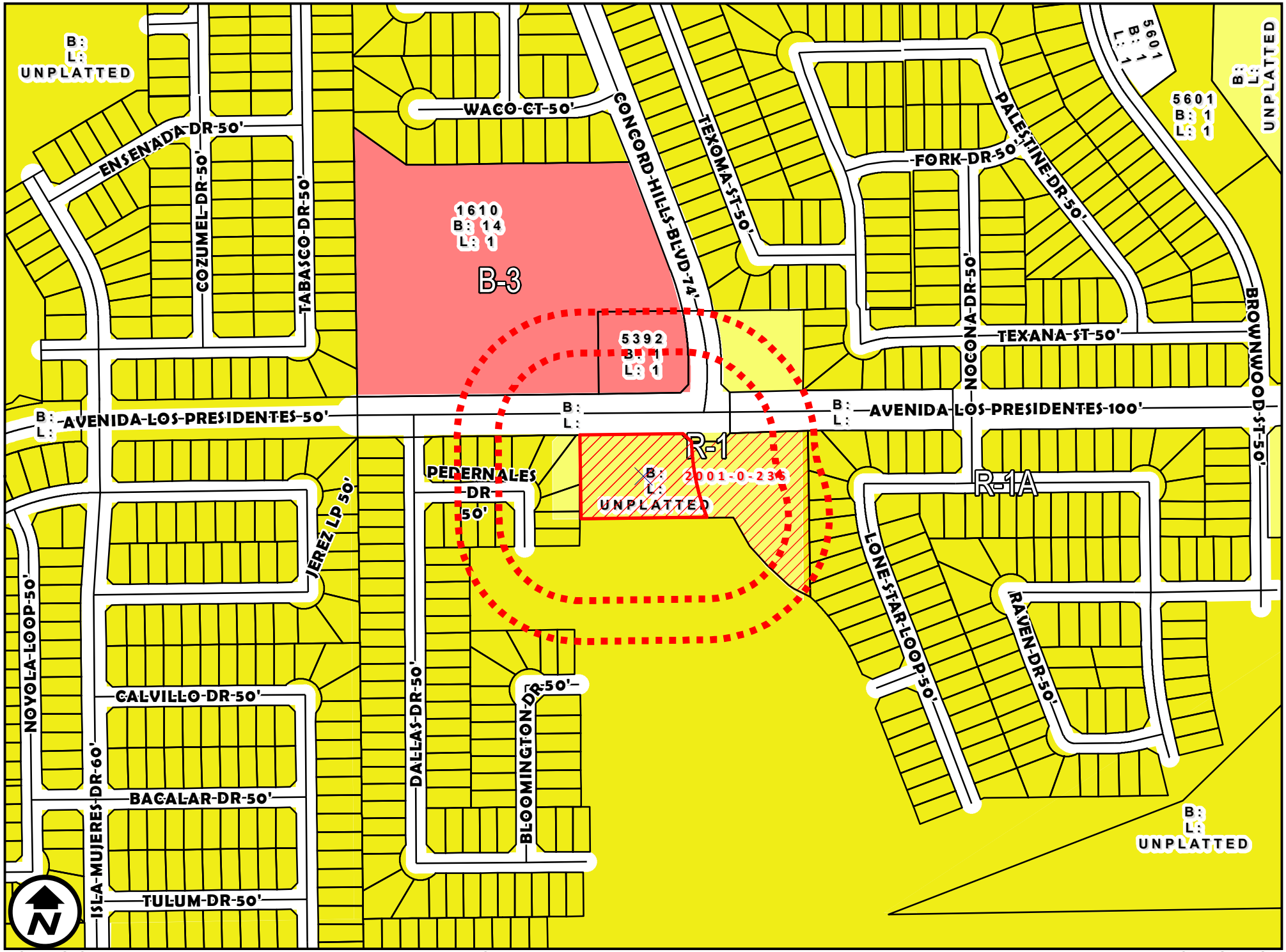


SURVEY MAP

1 inch = 150 feet

ZC-006-2026
COUNCIL DISTRICT 3
SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

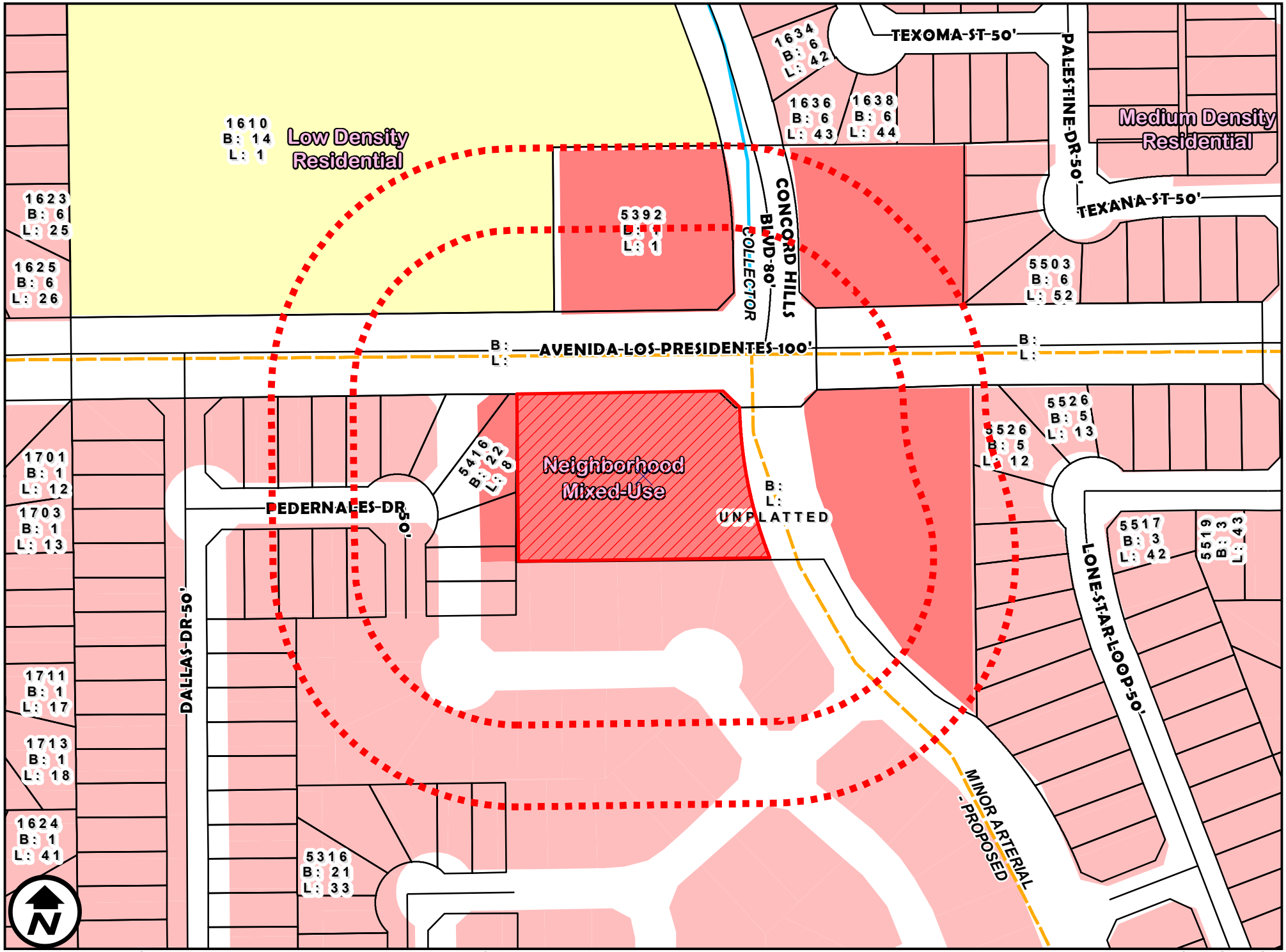


ZONING OVERVIEW

1 inch = 300 feet

ZC-006-2026
COUNCIL DISTRICT 3
SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FC
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

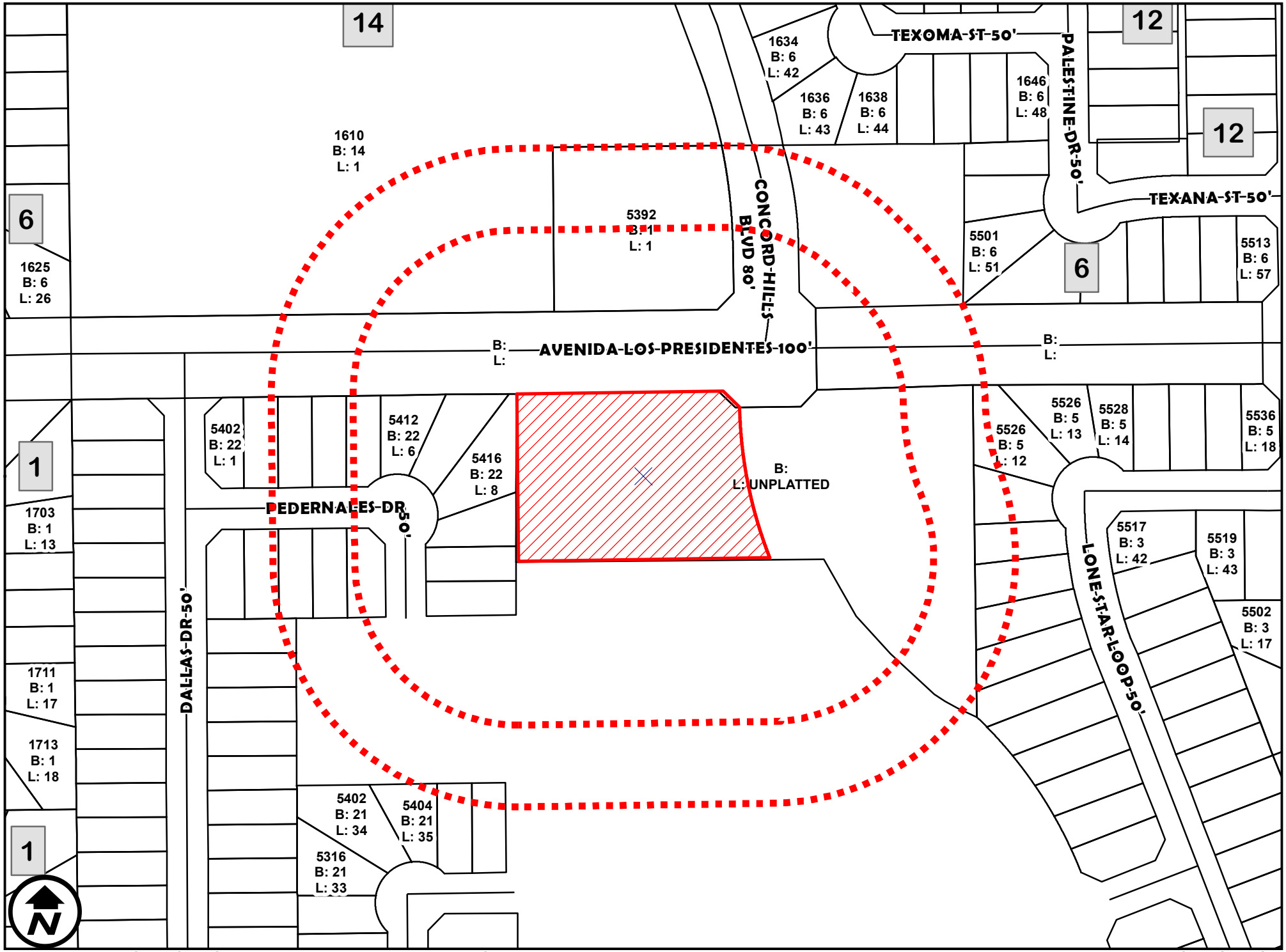


FUTURE LANDUSE

1 inch = 150 feet

ZC-006-2026
COUNCIL DISTRICT 3
SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-006-2026

COUNCIL DISTRICT 3

SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP

APPLICATION FO

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T

B-1 (LIMITED BUSINESS DISTRICT)

Survey, Metes, & Bounds

LAREDO, WEBB COUNTY, TEXAS

VICINITY MAP

NOT TO SCALE

TEMPORARY BENCHMARK "A" ELEVATION – 519.60

TEMPORARY BENCHMARK "A" IS A BOX CUT SET ON THE BACK OF A CURB ±44 FEET SOUTH FROM THE CENTERLINE OF AVENIDA LOS PRESIDENTES ROAD, ±253 FEET SOUTHWEST FROM THE INTERSECTION OF AVENIDA LOS PRESIDENTES ROAD AND CONCORD HILLS BOULEVARD.

TEMPORARY BENCHMARK "B" ELEVATION – 517.75

TEMPORARY BENCHMARK "B" IS A BOX CUT SET ON THE BACK OF A CURB ±43 FEET SOUTH FROM THE CENTERLINE OF AVENIDA LOS PRESIDENTES ROAD, ±64 FEET SOUTHWEST FROM THE INTERSECTION OF AVENIDA LOS PRESIDENTES ROAD AND CONCORD HILLS BOULEVARD.

SCHEDULE 'B' NOTES

10g. GRANTED TO: CENTRAL POWER AND LIGHT COMPANY
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: DECEMBER 12, 1995
RECORDING NO: IN VOLUME 1365, PAGE 769, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10h. GRANTED TO: SOUTHWESTERN BELL TELEPHONE COMPANY
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: FEBRUARY 14, 2005
RECORDING NO: IN VOLUME 1771, PAGE 529, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10i. GRANTED TO: CITY OF LAREDO
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: OCTOBER 17, 2005
RECORDING NO: IN VOLUME 1843, PAGE 121, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT, SHOWN HEREON)

10j. GRANTED TO: AEP TEXAS CENTRAL COMPANY, A TEXAS CORPORATION
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JULY 21, 2006
RECORDING NO: IN VOLUME 2143, PAGE 713, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10k. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT
ENTITLED: LEASE
LESSOR: E.G. RANCH, LTD.
LESSEE: THE UNITED STATES OF AMERICA
RECORDING DATE: FEBRUARY 20, 2001
RECORDING NO: IN VOLUME 1015, PAGE 91, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10l. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT
ENTITLED: LEASE
LESSOR: E.G. RANCH, LTD.
LESSEE: THE UNITED STATES OF AMERICA
RECORDING DATE: NOVEMBER 7, 1986
RECORDING NO: IN VOLUME 1305, PAGE 528, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10m. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: WARRANTY DEED WITH VENDORS LIEN
DATED: JANUARY 16, 2002
EXECUTED BY: E.G. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP
RECORDING DATE: FEBRUARY 6, 2002
RECORDING NO: IN VOLUME 1169, PAGE 311, DEED RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(DOES NOT AFFECT SUBJECT TRACT)

10n. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: AGREEMENT WITH RESPECT TO DEVELOPMENT OBLIGATIONS AND COSTS
DATED: JANUARY 16, 2002
EXECUTED BY: E.G. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP AND VAQUILLAS DEVELOPMENT, LTD
RECORDING DATE: FEBRUARY 6, 2002
RECORDING NO: IN VOLUME 1169, PAGE 271, DEED RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(DOES NOT AFFECT SUBJECT TRACT)

10o. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: DRAINAGE EASEMENT AGREEMENT AND DRAINAGE IMPROVEMENTS AGREEMENT
DATED: JANUARY 6, 2002
EXECUTED BY: E.G. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP AND VAQUILLAS DEVELOPMENT, LTD.
RECORDING DATE: FEBRUARY 6, 2002
RECORDING NO: IN VOLUME 1169, PAGE 294, DEED RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(DOES NOT AFFECT SUBJECT TRACT)

10q. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT
DATED: JULY 22, 2021
EXECUTED BY: SANTA FE WEBB, LLC, A TEXAS CORPORATION AND CITY OF LAREDO
RECORDING DATE: JULY 27, 2021
RECORDING NO: IN VOLUME 5074, PAGE 377, REAL PROPERTY RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(AFFECTS SUBJECT TRACT, SHOWN HEREON)

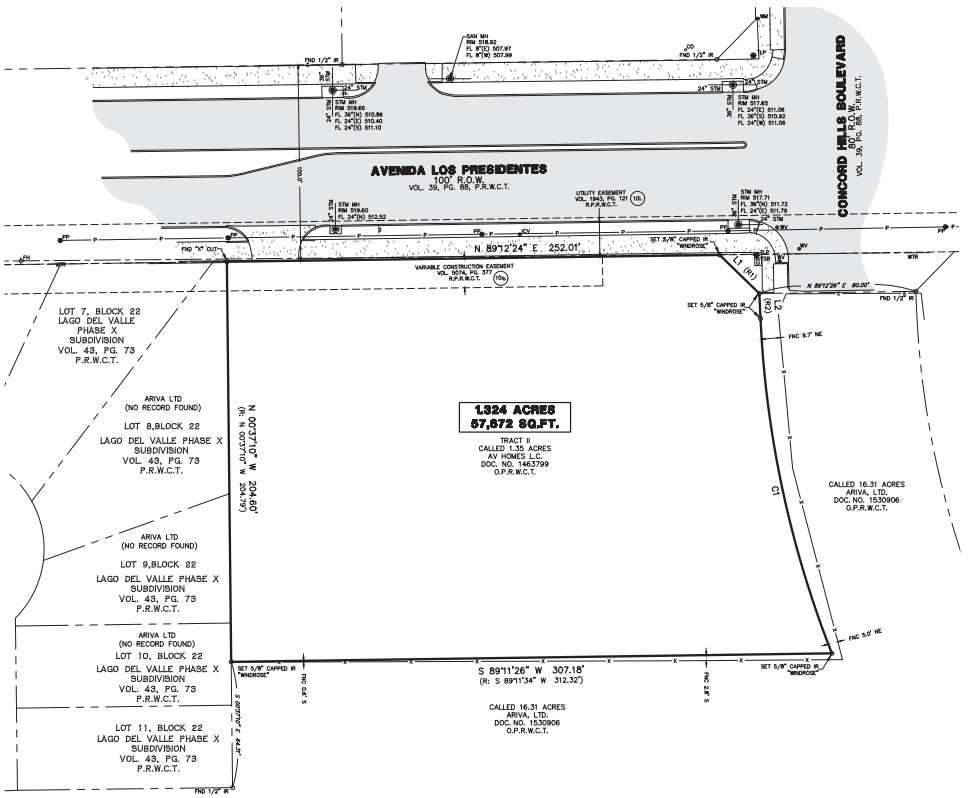
10r. TERMS AND CONDITIONS OF AMENDMENT TO SALE AND PURCHASED AGREEMENT AS EVIDENCED BY DEED DATED FEBRUARY 11, 2005, FILED FOR RECORD ON FEBRUARY 22, 2005, RECORDED IN VOLUME 1776, PAGE 114, DEED RECORDS, WEBB COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT TRACT)

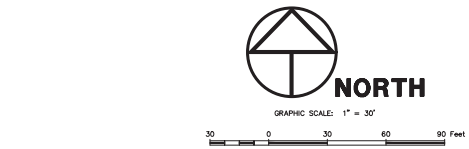
SITUATED IN THE
JOSE DIONISIO TREVINO SURVEY NO. 33, ABSTRACT NO. 3084
WEBB COUNTY, TEXAS

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	534.37'	18°50'51"	175.78'	S 12°01'45" E	174.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 45°49'52" E	28.30'
L2	S 02°41'14" E	12.89'

RECORD LINE TABLE		
(R)L1	S 46°49'21" E	28.83'
(R)L2	S 02°41'06" E	12.89'





DESCRIPTION

A TRACT OR PARCEL CONTAINING 1.324 ACRES OR 57,672 SQUARE FEET OF LAND, SITUATED IN THE JOSE DIONISIO TREVIN SURVEY NO. 33, ABSTRACT NO. 3084, WEBB COUNTY, TEXAS, BEING ALL OF A CALLED 1.35 ACRE TRACT (TRACT 1) OF LAND DESCRIBED TO AV HOMES, L.C., AS RECORDED IN DOCUMENT (DOC.) NUMBER (NO.) 1463799, OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS (O.P.R.W.C.T.), WITH SAID 1.324 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83):

BEGINNING AT AN X CUT FOUND ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF AVENIDA LOS PRESIDENTES (100 FOOT WIDE), AS RECORDED IN VOLUME (VOL.) 39, PAGE (PG.) 88, OF THE PLAT RECORDS OF WEBB COUNTY, TEXAS (P.R.W.C.T.), BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 22 OF THE LAGO DEL VALLE PHASE X SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 43, PG. 73, P.R.W.C.T., AND BEING THE NORTHWEST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 89 DEG. 12 MIN. 24 SEC. EAST, WITH THE SOUTH R.O.W. LINE OF SAID AVENIDA LOS PRESIDENTES, A DISTANCE OF 252.01 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET FOR THE NORTHERLY CUTBACK CORNER AT THE INTERSECTION OF THE SOUTH R.O.W. LINE OF SAID AVENIDA LOS PRESIDENTES AND THE WEST R.O.W. LINE OF CONCORD HILLS BOULEVARD (80 FOOT WIDE), AS RECORDED IN SAID VOL. 43, PG. 73, BEING AN ANGLE POINT OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 45 DEG. 49 MIN. 53 SEC. EAST (CALLED SOUTH 46 DEG. 40 MIN. 21 SEC. EAST), WITH SAID CUTBACK, A DISTANCE OF 28.30 FEET (CALLED 28.83 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET FOR THE SOUTHWEST CORNER OF SAID CONCORD HILLS BOULEVARD, BEING THE NORTHWEST CORNER OF A CALLED 16.31 ACRE TRACT DESCRIBED TO ARIVA, LTD., AS RECORDED IN DOC. NO. 1530906, O.P.R.W.C.T., AND BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 16.31 ACRE TRACT BEARS, NORTH 89 DEG.12 MIN. 26 SEC. EAST, A DISTANCE OF 80.00 FEET;

THENCE, WITH THE COMMON LINE OF SAID 1.35 ACRE TRACT AND OF SAID 16.31 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 02 DEG. 41 MIN. 14 SEC. EAST (CALLED SOUTH 02 DEG. 41 MIN. 06 SEC. EAST), A DISTANCE OF 12.89 FEET TO AN ANGLE POINT OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE BEGINNING OF A CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 534.37 FEET, A CENTRAL ANGLE OF 18 DEG. 50 MIN. 51 SEC., AN ARC LENGTH OF 175.78 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEG. 01 MIN. 45 SEC. EAST, 174.99 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET FOR THE SOUTHEAST CORNER OF SAID 1.35 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, ALSO BEING AN INTERIOR CORNER OF SAID 16.31 ACRE TRACT;
3. SOUTH 89 DEG. 11 MIN. 26 SEC. WEST (CALLED SOUTH 89 DEG. 11 MIN. 34 SEC. WEST), A DISTANCE OF 307.18 FEET (CALLED 312.32 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET ON THE EAST LINE OF LOT 10 OF AFORESAID LAGO DEL VALLE PHASE X SUBDIVISION, BEING A NORTHWESTERLY CORNER OF SAID 16.31 ACRE TRACT, AND BEING THE SOUTHWEST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 11 OF SAID LAGO DEL VALLE PHASE X SUBDIVISION BEARS SOUTH 00 DEG. 37 MIN. 10 SEC. EAST, A DISTANCE OF 64.31 FEET;

THENCE, NORTH 00 DEG. 37 MIN. 10 SEC. WEST , WITH THE COMMON LINE OF SAID 1.35 ACRE TRACT AND OF SAID LAGO DEL VALLE PHASE X SUBDIVISION A DISTANCE OF 204.60 FEET (CALLED 204.79 FEET) TO THE POINT OF BEGINNING AND CONTAINING 1.324 ACRES OR 57,672 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60601 PREPARED BY WINDROSE.

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT OF NO. CTDAL22–8000222401177K OF CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE OF DECEMBER 22, 2024, ISSUED DATE OF JANUARY 22, 2025, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999908190.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR WEBB COUNTY, TEXAS, MAP NO. 48479C1385C REVISED/DATED APRIL 2, 2008, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY. NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
8. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
9. ELEVATIONS SHOWN TO THE NEAREST TENTH ARE NATURAL GROUND SURFACE ELEVATIONS AND ELEVATIONS SHOWN TO THE NEAREST HUNDREDTH ARE SOLID SURFACE ELEVATIONS.
10. WATER LINES SHOWN HEREON ARE BASED ON UTILITY PLANS ACQUIRED FROM CITY OF LAREDO AND WERE FIELD VERIFIED WHERE POSSIBLE. OTHER UTILITY PLANS OR INFORMATION MAY EXIST NOT KNOWN TO THIS COMPANY.
11. SURVEYOR DID NOT PHYSICALLY ENTER MANHOLES. UNDERGROUND PIPE SIZES WERE DETERMINED BY A "MEASURE DOWN" METHOD FROM TOP OF MANHOLE RIM OR TOP OF GRATE OR TOP OF CURB AND WERE COMPARED WITH UTILITY PLANS WHERE POSSIBLE.
12. SURVEYOR HAS CONTACTED DIGTESS FOR LOCATION OF BURIED UTILITY AND FIBER OPTIC LINES PRIOR TO THIS SURVEY. SURVEYOR CANNOT CERTIFY OR GUARANTY THE ACCURACY OR COMPLETENESS OF THIS REQUEST. OTHER UNDERGROUND UTILITY LINES MAY EXIST NOT KNOWN TO THIS COMPANY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT DIGTESS OR OTHER UTILITY NOTIFICATION SERVICES FOR LOCATION OF UNDERGROUND UTILITIES, PRIOR TO CONSTRUCTION.
13. ELEVATIONS HEREON ARE BASED UPON A NGS OPUS SOLUTION DERIVED FROM ON-SITE STATIC GPS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY, ACCORDING TO THE NGS OPUS REPORT, THE FOLLOWING CORS STATIONS WERE USED DM2706, DF4381, DM2696; THE NEAREST NGS PUBLISHED CONTROL POINT IS AJ1411. (NAVD88, COMPUTED USING GEOID18)
14. WITH REGARD TO ITEM 2 OF THE ALTA TABLE 'A' OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS NO OBSERVED EVIDENCE OF A PHYSICAL ADDRESS ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.
15. ACCORDING TO THE CITY OF LAREDO WEBSITE (DATE OF 07–11–25), THE SUBJECT TRACT IS ZONED "RESIDENTIAL R–1A".
16. WITH REGARD TO ITEM 9 OF THE ALTA TABLE 'A' OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WERE NO OBSERVED CLEARLY IDENTIFIABLE PARKING SPACES, PARKING LOTS OR STRUCTURES ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
17. WITH REGARD TO ITEM 16 OF THE ALTA TABLE 'A' OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
18. WITH REGARD TO ITEM 17 OF THE ALTA TABLE 'A' OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET, SIDEWALK CONSTRUCTION OR REPAIRS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.

SURVEYOR'S CERTIFICATION

TO: CIRCLE K STORES INC.
AV HOMES, L.C.
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6a, 7a, 7b1, 7c, 8, 9, 11a, 13, 14, 16, 17, 18, & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 2, 2025.

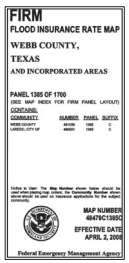
PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

7–17–2025
DATE

C. PAUL JONES, SR.
Registered Professional Land Surveyor
Texas Registration No. 5480

FLOOD INFORMATION (NOT TO SCALED)



LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO	– BOLLARD	PP	– POWER POLE	UGCS	– UNDERGROUND CABLE SIGN
HC	– HANDICAP	PP/T	– POWER POLE W/TRANSFORMER	CTL	– CATHODIC TEST LEAD
GM	– GAS METER	PP/LT	– POWER POLE W/LIGHT	MW	– MONITORING WELL
GV	– GAS VALVE	PP/CT	– POWER POLE W/CONDUIT	P	– PIN FLAG/PAINT MARK
FH	– FIRE HYDRANT	MP	– METER POLE	TC	– TOP OF CURB
WM	– WATER METER	SP	– SERVICE POLE	G	– GUTTER
WV	– WATER VALVE	GAC	– GUY ANCHOR	TG	– TOP OF GRATE
ICV	– IRRIGATION CONTROL VALVE		– OVERHEAD POWER LINE	FL	– FLOW LINE
	– GRATE INLET		– BARBED WIRE FENCE	HB	– HIGHBANK
	– GRATE INLET		– WROUGHT IRON FENCE	SAN	– SANITARY SEWER
	– MANHOLE		– WOOD FENCE	STM	– STORM SEWER
CO	– CLEANOUT		– CHAINLINK FENCE	CMP	– CORRUGATED METAL PIPE
TP	– TELEPHONE PEDESTAL	GP	– GATE POST	CPP	– CORRUGATED PLASTIC PIPE
EB	– ELECTRIC BOX	(P)	– PER PLANS	RCP	– REINFORCED CONCRETE PIPE
EM	– ELECTRIC METER	APPROX.	– APPROXIMATE	TEL	– TELEPHONE
TSB	– TRAFFIC SIGNAL BOX		– HIGHBANK	ELC	– ELECTRIC
LP	– LIGHT POLE		– SIGN	WTR	– WATER
TLP	– TRAFFIC LIGHT POLE	PLM	– PIPELINE MARKER	UG	– UNDERGROUND
GL	– GROUND/SPOT LIGHT				

FND	– FOUND	
O.P.R.W.C.T.	– OFFICIAL PUBLIC RECORDS WEBB COUNTY, TEXAS	
D.R.W.C.T.	– DEED RECORDS WEBB COUNTY, TEXAS	
P.R.W.C.T.	– PLAT RECORDS WEBB COUNTY, TEXAS	
D.P.R.W.C.T.	– DEED AND PLAT RECORDS WEBB COUNTY, TEXAS	
IP	– IRON PIPE	
IR	– IRON ROD	
NO.	– NUMBER	
PG.	– PAGE	
R.O.W.	– RIGHT–OF–WAY	
SQ. FT.	– SQUARE FEET	
VOL.	– VOLUME	
F.C.	– FILM CODE	
B.L.	– BUILDING LINE	
U.E.	– UTILITY EASEMENT	
P.O.B.	– POINT OF BEGINNING	
P.O.C.	– POINT OF COMMENCEMENT	
N.T.S.	– NOT TO SCALE	
	– TREE/SHRUB	

REVISIONS

DATE	REASON	BY

WINDROSE
LAND SURVEYING | PLATTING
9360 CORPORATE DRIVE, STE 102 | SELMA, TX 78154 | 210.634.1565
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY OF
1.324 ACRES / 57,672 SQ. FT.
SITUATED IN THE
JOSE DIONISIO TREVINO SURVEY NO. 33,
ABSTRACT NO. 3084
WEBB COUNTY, TEXAS

COPYRIGHT © WINDROSE LAND SERVICES THIS DOCUMENT IS COPYRIGHTED AND IS AN INSTRUMENT OF SERVICE FOR THE SPECIFIC PROJECT OR TRANSACTION FOR WHICH IT WAS PREPARED. REUSE, COPYING OR MODIFICATION OF THIS DOCUMENT WHETHER IN HARD COPY OR ELECTRONIC FORMAT OTHER THAN FOR THE SPECIFIC PURPOSE INTENDED, WITHOUT WRITTEN PERMISSION FROM WINDROSE LAND SERVICES IS A VIOLATION OF FEDERAL COPYRIGHT LAW.

FIELDED BY: TB	CHECKED BY: CJ	JOB NO. 60601	
DRAWN BY: CRP	DATE: JULY 2025	SHEET NO. 1 OF 2	

SITUATED IN THE
JOSE DIONISIO TREVINO SURVEY NO. 33,
ABSTRACT NO. 3084
WEBB COUNTY, TEXAS

LAREDO, WEBB COUNTY, TEXAS

VICINITY MAP
NOT TO SCALE

TEMPORARY BENCHMARK "A" ELEVATION = 519.60

TEMPORARY BENCHMARK "A" IS A BOX CUT SET ON THE BACK OF A CURB ±44 FEET SOUTH FROM THE CENTERLINE OF AVENIDA LOS PRESIDENTES ROAD, ±253 FEET SOUTHWEST FROM THE INTERSECTION OF AVENIDA LOS PRESIDENTES ROAD AND CONCORD HILLS BOULEVARD.

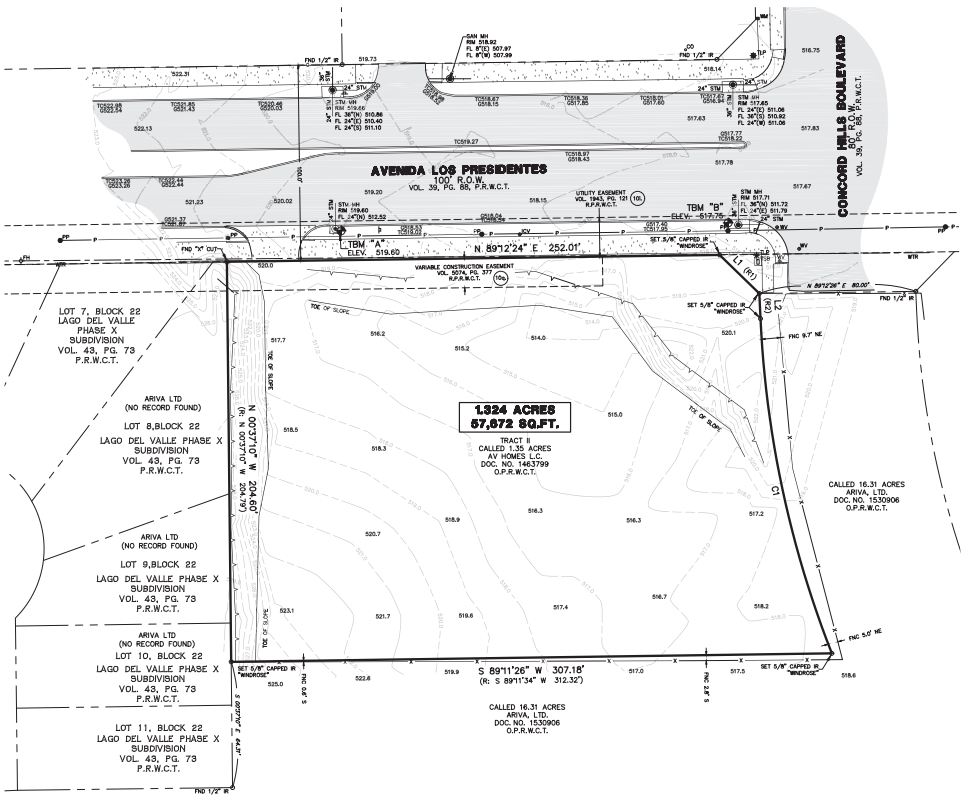
TEMPORARY BENCHMARK "B" ELEVATION = 517.75

TEMPORARY BENCHMARK "B" IS A BOX CUT SET ON THE BACK OF A CURB ±43 FEET SOUTH FROM THE CENTERLINE OF AVENIDA LOS PRESIDENTES ROAD, ±64 FEET SOUTHWEST FROM THE INTERSECTION OF AVENIDA LOS PRESIDENTES ROAD AND CONCORD HILLS BOULEVARD.

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	534.37'	18°50'51"	175.78'	S 12°01'45" E	174.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 45°49'52" E	28.30'
L2	S 02°41'14" E	12.89'

RECORD LINE TABLE		
(R)L1	S 46°40'21" E	28.83'
(R)L2	S 02°41'06" E	12.89'



NORTH

GRAPHIC SCALE: 1" = 30'

30 0 30 60 90 Feet

DESCRIPTION

A TRACT OR PARCEL CONTAINING 1.324 ACRES OR 57,672 SQUARE FEET OF LAND, SITUATED IN THE JOSE DIONISIO TREVIN SURVEY NO. 33, ABSTRACT NO. 3084, WEBB COUNTY, TEXAS, BEING ALL OF A CALLED 1.35 ACRE TRACT (TRACT 1) OF LAND DESCRIBED TO AV HOMES, L.C., AS RECORDED IN DOCUMENT (DOC.) NUMBER (NO.) 1463799, OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS (O.P.R.W.C.T.), WITH SAID 1.324 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83):

BEGINNING AT AN X CUT FOUND ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF AVENIDA LOS PRESIDENTES (100 FOOT WIDE), AS RECORDED IN VOLUME (VOL.) 39, PAGE (PG.) 88 OF THE PLAT RECORDS OF WEBB COUNTY, TEXAS (P.R.W.C.T.), BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 22 OF THE LAGO DEL VALLE PHASE X SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 43, PG. 73, P.R.W.C.T., AND BEING THE NORTHWEST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 89 DEG. 12 MIN. 24 SEC. EAST, WITH THE SOUTH R.O.W. LINE OF SAID AVENIDA LOS PRESIDENTES, A DISTANCE OF 252.01 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET FOR THE NORTHERLY CUTBACK CORNER AT THE INTERSECTION OF THE SOUTH R.O.W. LINE OF SAID AVENIDA LOS PRESIDENTES AND THE WEST R.O.W. LINE OF CONCORD HILLS BOULEVARD (80 FOOT WIDE), AS RECORDED IN SAID VOL. 43, PG. 73, BEING AN ANGLE POINT OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 45 DEG. 49 MIN. 53 SEC. EAST (CALLED SOUTH 46 DEG. 40 MIN. 21 SEC. EAST), WITH SAID CUTBACK, A DISTANCE OF 28.30 FEET (CALLED 28.83 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET FOR THE SOUTHWEST CORNER OF SAID CONCORD HILLS BOULEVARD, BEING THE NORTHWEST CORNER OF A CALLED 16.31 ACRE TRACT DESCRIBED TO ARIVA, LTD., AS RECORDED IN DOC. NO. 1530906, O.P.R.W.C.T., AND BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 16.31 ACRE TRACT BEARS, NORTH 89 DEG.12 MIN. 26 SEC. EAST, A DISTANCE OF 80.00 FEET;

THENCE, WITH THE COMMON LINE OF SAID 1.35 ACRE TRACT AND OF SAID 16.31 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 02 DEG. 41 MIN. 14 SEC. EAST (CALLED SOUTH 02 DEG. 41 MIN. 06 SEC. EAST), A DISTANCE OF 12.89 FEET TO AN ANGLE POINT OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE BEGINNING OF A CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 534.37 FEET, A CENTRAL ANGLE OF 18 DEG. 50 MIN. 51 SEC., AN ARC LENGTH OF 175.78 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEG. 01 MIN. 45 SEC. EAST, 174.99 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET FOR THE SOUTHEAST CORNER OF SAID 1.35 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, ALSO BEING AN INTERIOR CORNER OF SAID 16.31 ACRE TRACT;
3. SOUTH 89 DEG. 11 MIN. 26 SEC. WEST (CALLED SOUTH 89 DEG. 11 MIN. 34 SEC. WEST), A DISTANCE OF 307.18 FEET (CALLED 312.32 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED 'WINDROSE' SET ON THE EAST LINE OF LOT 10 OF AFORESAID LAGO DEL VALLE PHASE X SUBDIVISION, BEING A NORTHWESTERLY CORNER OF SAID 16.31 ACRE TRACT, AND BEING THE SOUTHWEST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 11 OF SAID LAGO DEL VALLE PHASE X SUBDIVISION BEARS SOUTH 00 DEG. 37 MIN. 10 SEC. EAST, A DISTANCE OF 84.31 FEET;

THENCE, NORTH 00 DEG. 37 MIN. 10 SEC. WEST , WITH THE COMMON LINE OF SAID 1.35 ACRE TRACT AND OF SAID LAGO DEL VALLE PHASE X SUBDIVISION A DISTANCE OF 204.60 FEET (CALLED 204.79 FEET) TO THE POINT OF BEGINNING AND CONTAINING 1.324 ACRES OR 57,672 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60601 PREPARED BY WINDROSE.

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT OF NO. CTDALL22–8000222401177K OF CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE OF DECEMBER 22, 2024, ISSUED DATE OF JANUARY 22, 2025, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83); ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.99990819O.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR WEBB COUNTY, TEXAS, MAP NO. 48479C1385C REVISED/DATED APRIL 2, 2008, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
8. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
9. ELEVATIONS SHOWN TO THE NEAREST TENTH ARE NATURAL GROUND SURFACE ELEVATIONS AND ELEVATIONS SHOWN TO THE NEAREST HUNDREDTH ARE SOLID SURFACE ELEVATIONS.
10. WATER LINES SHOWN HEREON ARE BASED ON UTILITY PLANS ACQUIRED FROM CITY OF LAREDO AND WERE FIELD VERIFIED WHERE POSSIBLE. OTHER UTILITY PLANS OR INFORMATION MAY EXIST NOT KNOWN TO THIS COMPANY.
11. SURVEYOR DID NOT PHYSICALLY ENTER MANHOLES. UNDERGROUND PIPE SIZES WERE DETERMINED BY A "MEASURE DOWN" METHOD FROM TOP OF MANHOLE RIM OR TOP OF GRATE OR TOP OF CURB AND WERE COMPARED WITH UTILITY PLANS WHERE POSSIBLE.
12. SURVEYOR HAS CONTACTED DIGTESS FOR LOCATION OF BURIED UTILITY AND FIBER OPTIC LINES PRIOR TO THIS SURVEY. SURVEYOR CANNOT CERTIFY OR GUARANTY THE ACCURACY OR COMPLETENESS OF THIS REQUEST. OTHER UNDERGROUND UTILITY LINES MAY EXIST NOT KNOWN TO THIS COMPANY. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT DIGTESS OR OTHER UTILITY NOTIFICATION SERVICES FOR LOCATION OF UNDERGROUND UTILITIES, PRIOR TO CONSTRUCTION.
13. ELEVATIONS HEREON ARE BASED UPON A NGS OPUS SOLUTION DERIVED FROM ON-SITE STATIC GPS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY. ACCORDING TO THE NGS OPUS REPORT, THE FOLLOWING CORS STATIONS WERE USED DM2706, DF4381, DM2696; THE NEAREST NGS PUBLISHED CONTROL POINT IS AJ1411. (NAVD88, COMPUTED USING GEOID18)
14. WITH REGARD TO ITEM 2 OF THE ALTA TABLE 'A 'OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS NO OBSERVED EVIDENCE OF A PHYSICAL ADDRESS ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.)
15. ACCORDING TO THE CITY OF LAREDO WEBSITE (DATE OF 07–11–25), THE SUBJECT TRACT IS ZONED "RESIDENTIAL R–1A".
16. WITH REGARD TO ITEM 9 OF THE ALTA TABLE 'A 'OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WERE NO OBSERVED CLEARLY IDENTIFIABLE PARKING SPACES, PARKING LOTS OR STRUCTURES ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
17. WITH REGARD TO ITEM 16 OF THE ALTA TABLE 'A 'OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
18. WITH REGARD TO ITEM 17 OF THE ALTA TABLE 'A 'OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET, SIDEWALK CONSTRUCTION OR REPAIRS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.

SCHEDULE 'B' NOTES

10g. GRANTED TO: CENTRAL POWER AND LIGHT COMPANY
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: DECEMBER 12, 1995
RECORDING NO: IN VOLUME 368, PAGE 769, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10h. GRANTED TO: SOUTHWESTERN BELL TELEPHONE COMPANY
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: FEBRUARY 14, 2005
RECORDING NO: IN VOLUME 1771, PAGE 529, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10i. GRANTED TO: CITY OF LAREDO
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: OCTOBER 17, 2005
RECORDING NO: IN VOLUME 1943, PAGE 121, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT, SHOWN HEREON)

10j. GRANTED TO: AEP TEXAS CENTRAL COMPANY, A TEXAS CORPORATION
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JULY 21, 2006
RECORDING NO: IN VOLUME 2143, PAGE 713, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10k. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT
ENTITLED: LEASE
LESSOR: E.G. RANCH, LTD.
LESSEE: THE UNITED STATES OF AMERICA
RECORDING DATE: FEBRUARY 20, 2001
RECORDING NO: IN VOLUME 1015, PAGE 91, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10l. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT
ENTITLED: LEASE
LESSOR: E.G. RANCH, LTD.
LESSEE: THE UNITED STATES OF AMERICA
RECORDING DATE: NOVEMBER 7, 1986
RECORDING NO: IN VOLUME 1205, PAGE 528, DEED RECORDS, WEBB COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)

10m. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: WARRANTY DEED WITH VENDORS LIEN
DATED: JANUARY 16, 2002
EXECUTED BY: E.G. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP
RECORDING DATE: FEBRUARY 6, 2002
RECORDING NO: IN VOLUME 1169, PAGE 311, DEED RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(DOES NOT AFFECT SUBJECT TRACT)

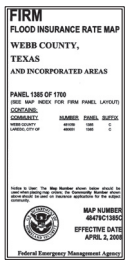
10n. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: AGREEMENT WITH RESPECT TO DEVELOPMENT OBLIGATIONS AND COSTS
DATED: JANUARY 16, 2002
EXECUTED BY: E.G. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP AND VAQUILLAS DEVELOPMENT, LTD.
RECORDING DATE: FEBRUARY 6, 2002
RECORDING NO: IN VOLUME 1169, PAGE 271, DEED RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(DOES NOT AFFECT SUBJECT TRACT)

10o. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: DRAINAGE EASEMENT AGREEMENT AND DRAINAGE IMPROVEMENTS AGREEMENT
DATED: JANUARY 6, 2002
EXECUTED BY: E.G. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP AND VAQUILLAS DEVELOPMENT, LTD.
RECORDING DATE: FEBRUARY 6, 2002
RECORDING NO: IN VOLUME 1169, PAGE 294, DEED RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(DOES NOT AFFECT SUBJECT TRACT)

10q. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT
DATED: JULY 22, 2021
EXECUTED BY: SANTA FE WEBB, LLC, A TEXAS CORPORATION AND CITY OF LAREDO
RECORDING DATE: JULY 27, 2021
RECORDING NO: IN VOLUME 5074, PAGE 377, REAL PROPERTY RECORDS, WEBB COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(AFFECTS SUBJECT TRACT, SHOWN HEREON)

10r. TERMS AND CONDITIONS OF AMENDMENT TO SALE AND PURCHASED AGREEMENT AS EVIDENCED BY DEED DATED FEBRUARY 11, 2005, FILED FOR RECORD ON FEBRUARY 22, 2005, RECORDED IN VOLUME 1776, PAGE 114, DEED RECORDS, WEBB COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT TRACT)

FLOOD INFORMATION
(NOT TO SCALE)



LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

- BO – BOLLARD
- HC – HANDICAP
- GM – GAS METER
- GV – GAS VALVE
- FH – FIRE HYDRANT
- WM – WATER METER
- WV – WATER VALVE
- ICV – IRRIGATION CONTROL VALVE
- GI – GRATE INLET
- GI – GRATE INLET
- MH – MANHOLE
- CO – CLEANOUT
- TP – TELEPHONE PEDESTAL
- EB – ELECTRIC BOX
- EM – ELECTRIC METER
- TSB – TRAFFIC SIGNAL BOX
- LP – LIGHT POLE
- TLP – TRAFFIC LIGHT POLE
- GL – GROUND/SPOT LIGHT
- PP – POWER POLE
- PP/T – POWER POLE W/TRANSFORMER
- PP/LT – POWER POLE W/LIGHT
- PP/CT – POWER POLE W/CONDUIT
- MP – METER POLE
- SP – SERVICE POLE
- GAC – GUY ANCHOR
- OHP – OVERHEAD POWER LINE
- BWF – BARBED WIRE FENCE
- WIF – WROUGHT IRON FENCE
- WF – WOOD FENCE
- CLF – CHAINLINK FENCE
- GP – GATE POST
- (P) – PER PLANS
- APPROX. – APPROXIMATE
- HB – HIGHBANK
- SN – SIGN
- PLM – PIPELINE MARKER
- UGCS – UNDERGROUND CABLE SIGN
- CTL – CATHODIC TEST LEAD
- MW – MONITORING WELL
- PK – PIN FLAG/PAINT MARK
- TC – TOP OF CURB
- G – GUTTER
- TG – TOP OF GRATE
- FL – FLOW LINE
- HB – HIGHBANK
- SAN – SANITARY SEWER
- STM – STORM SEWER
- CMP – CORRUGATED METAL PIPE
- CPP – CORRUGATED PLASTIC PIPE
- RCP – REINFORCED CONCRETE PIPE
- TEL – TELEPHONE
- ELC – ELECTRIC
- WTR – WATER
- UG – UNDERGROUND
- FND – FOUND
- O.P.R.W.C.T. – OFFICIAL PUBLIC RECORDS WEBB COUNTY, TEXAS
- D.R.W.C.T. – DEED RECORDS WEBB COUNTY, TEXAS
- P.R.W.C.T. – PLAT RECORDS WEBB COUNTY, TEXAS
- D.P.R.W.C.T. – DEED AND PLAT RECORDS WEBB COUNTY, TEXAS
- IP – IRON PIPE
- IR – IRON ROD
- NO. – NUMBER
- PG. – PAGE
- R.O.W. – RIGHT–OF–WAY
- SQ. FT. – SQUARE FEET
- VOL. – VOLUME
- F.C. – FILM CODE
- B.L. – BUILDING LINE
- U.E. – UTILITY EASEMENT
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT
- N.T.S. – NOT TO SCALE
- TREE/SHRUB

REVISIONS

DATE	REASON	BY

WINDROSE
LAND SURVEYING | PLATTING
9360 CORPORATE DRIVE, STE 102 | SELMA, TX 78154 | 210.634.1565
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY OF
1.324 ACRES / 57,672 SQ. FT.
SITUATED IN THE
JOSE DIONISIO TREVINO SURVEY NO. 33,
ABSTRACT NO. 3084
WEBB COUNTY, TEXAS

COPYRIGHT © WINDROSE LAND SERVICES THIS DOCUMENT IS COPYRIGHTED AND IS AN INSTRUMENT OF SERVICE FOR THE SPECIFIC PROJECT OR TRANSACTION FOR WHICH IT WAS PREPARED. REUSE, COPYING OR MODIFICATION OF THIS DOCUMENT WHETHER IN HARD COPY OR ELECTRONIC FORMAT OTHER THAN FOR THE SPECIFIC PURPOSE INTENDED, WITHOUT WRITTEN PERMISSION FROM WINDROSE LAND SERVICES IS A VIOLATION OF FEDERAL COPYRIGHT LAW.

FIELDED BY: TB	CHECKED BY: CJ	JOB NO. 60601	
DRAWN BY: CRP	DATE: JULY 2025	SHEET NO. 2 OF 2	

WINDROSE
LAND SURVEYING | PLATTING

DESCRIPTION OF
1.324 ACRES OR 57,672 SQ. FT.

A TRACT OR PARCEL CONTAINING 1.324 ACRES OR 57,672 SQUARE FEET OF LAND, SITUATED IN THE JOSE DIONISIO TREVINO SURVEY NO. 33, ABSTRACT NO. 3084, WEBB COUNTY, TEXAS, BEING ALL OF A CALLED 1.35 ACRE TRACT (TRACT 2) OF LAND DESCRIBED TO AV HOMES, L.C., AS RECORDED IN DOCUMENT (DOC.) NUMBER (NO.) 1463799, OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS (O.P.R.W.C.T), WITH SAID 1.324 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83):

BEGINNING AT AN X CUT FOUND ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF AVENIDA LOS PRESIDENTES (100 FOOT WIDE), AS RECORDED IN VOLUME (VOL.) 39, PAGE (PG.) 88 OF THE PLAT RECORDS OF WEBB COUNTY, TEXAS (P.R.W.C.T.), BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 22 OF THE LAGO DEL VALLE PHASE X SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 43, PG. 73, P.R.W.C.T., AND BEING THE NORTHWEST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 89 DEG. 12 MIN. 24 SEC. EAST, WITH THE SOUTH R.O.W. LINE OF SAID AVENIDA LOS PRESIDENTES, A DISTANCE OF 252.01 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHERLY CUTBACK CORNER AT THE INTERSECTION OF THE SOUTH R.O.W. LINE OF SAID AVENIDA LOS PRESIDENTES AND THE WEST R.O.W. LINE OF CONCORD HILLS BOULEVARD (80 FOOT WIDE), AS RECORDED IN SAID VOL. 43, PG. 73, BEING AN ANGLE POINT OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 45 DEG. 49 MIN. 53 SEC. EAST (CALLED SOUTH 46 DEG. 40 MIN. 21 SEC. EAST), WITH SAID CUTBACK, A DISTANCE OF 28.30 FEET (CALLED 28.83 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID CONCORD HILLS BOULEVARD, BEING THE NORTHWEST CORNER OF A CALLED 16.31 ACRE TRACT DESCRIBED TO ARIVA, LTD., AS RECORDED IN DOC. NO. 1530906, O.P.R.W.C.T., AND BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 16.31 ACRE TRACT BEARS, NORTH 89 DEG.12 MIN. 26 SEC. EAST, A DISTANCE OF 80.00 FEET;

THENCE, WITH THE COMMON LINE OF SAID 1.35 ACRE TRACT AND OF SAID 16.31 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. SOUTH 02 DEG. 41 MIN. 14 SEC. EAST (CALLED SOUTH 02 DEG. 41 MIN. 06 SEC. EAST), A DISTANCE OF 12.89 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, BEING THE BEGINNING OF A CURVE TO THE LEFT;

2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 534.37 FEET, A CENTRAL ANGLE OF 18 DEG. 50 MIN. 51 SEC., AN ARC LENGTH OF 175.78 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEG. 01 MIN. 45 SEC. EAST, - 174.99 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF SAID 1.35 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, ALSO BEING AN INTERIOR CORNER OF SAID 16.31 ACRE TRACT;

3. SOUTH 89 DEG. 11 MIN. 26 SEC. WEST (CALLED SOUTH 89 DEG. 11 MIN. 34 SEC. WEST), A DISTANCE OF 307.18 FEET (CALLED 312.32 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE EAST LINE OF LOT 10 OF AFORESAID LAGO DEL VALLE PHASE X SUBDIVISION, BEING A NORTHWESTERLY CORNER OF SAID 16.31 ACRE TRACT, AND BEING THE SOUTHWEST CORNER OF SAID 1.35 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 11 OF SAID LAGO DEL VALLE PHASE X SUBDIVISION BEARS SOUTH 00 DEG. 37 MIN. 10 SEC. EAST, A DISTANCE OF 64.31 FEET;

THENCE, NORTH 00 DEG. 37 MIN. 10 SEC. WEST , WITH THE COMMON LINE OF SAID 1.35 ACRE TRACT AND OF SAID LAGO DEL VALLE PHASE X SUBDIVISION A DISTANCE OF 204.60 FEET (CALLED 204.79 FEET) TO THE **POINT OF BEGINNING** AND CONTAINING 1.324 ACRES OR 57,672 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60601 PREPARED BY WINDROSE.

C. PAUL JONES, SR.
R.P.L.S. NO. 5480
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

STATE OF TEXAS
REGISTERED
C. PAUL JONES, SR.
5480
PROFESSIONAL
LAND SURVEYOR

11/14/2025
DATE

210.634.1565 | 9360 CORPORATE DRIVE, STE 102, SELMA, TX 78154

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 1.3 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED SOUTH OF AVENIDA LOS PRESIDENTES AND WEST OF LONE STAR LOOP, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 1.3 acres, as further described by metes and bounds in attached "Exhibit A", located south of Avenida Los Presidentes and west of Lone Star Loop, from R-1 (Single Family Residential District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 8, 2026; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended approximately 1.3 acres, as further described by metes and bounds in attached "Exhibit A", located south of Avenida Los Presidentes and west of Lone Star Loop, from R-1 (Single Family Residential District) to B-1 (Limited Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Public Hearing & Introductory Ordinance 13.**

SUBJECT
Public Hearing and Introductory Ordinance re-adopting Guidelines & Criteria Governing Tax Abatements by the City of Laredo in accordance with the requirements in Section 312.002 of the Texas Property Tax Code; providing for severability; providing for an effective date of February 22, 2026 through February 21, 2028; and providing for publication.

PREVIOUS COUNCIL ACTION
On February 20, 2024, City Council passed Ordinance 2024-O-012, which established guidelines & criteria governing tax abatements by the City of Laredo. State law requires that the guidelines are only effective for a period of two years; therefore, it is necessary to re-adopt the guidelines and criteria every two years.

BACKGROUND
Since 1998, the City of Laredo has offered a tax abatement program. In the past, the director of the Laredo Development Foundation indicated that companies who were considering locating in Laredo asked if the City of Laredo has a tax incentive program. In 1998, the Laredo Development Foundation (LDF) recommended that tax abatement incentives be initiated in the City of Laredo. As a result, the City of Laredo adopted through Ordinance No. 98-O-141 Guidelines and Criteria as prepared by the Laredo Development Foundation. Since then, City Council has been re-adopting guidelines & criteria in accordance with state law.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: N/A
Supporting goal(s)/policy(ies): N/A
Summary of alignment:N/A

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION

Approval of Ordinance

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The City will receive less revenue if City Council approves future tax abatement agreements.

INTRODUCTORY ORDINANCE

RE-ADOPTING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENTS BY THE CITY OF LAREDO IN ACCORDANCE WITH THE REQUIREMENTS IN SECTION 312.002 OF THE TEXAS PROPERTY TAX CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE OF FEBRUARY 22, 2026 THROUGH FEBRUARY 21, 2028; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that Tax Abatements, in accordance with the "Guidelines and Criteria Governing Tax Abatements by the City of Laredo," attached hereto as **Exhibit "A"** and incorporated herein for all purposes, contributes to the economic development of the City in furtherance of the policies and objectives of the City as authorized in Chapter 312 of the Texas Tax Code and Section 380.001 of the Texas Local Government Code, and will assist the City in achievement of its objectives to create jobs for the citizens of the City, build the tax base of the City, and provide an attractive inducement to companies to build capital intensive projects in the City; and

WHEREAS, Chapter 312 of the Texas Tax Code requires eligible taxing jurisdictions to readopt guidelines governing Tax Abatements every two years.

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

Section 1. **Guidelines and Criteria Governing Tax Abatements Adopted**.

In accordance with the requirements in Section 312.002 of the Texas Tax Code, the City of Laredo hereby adopts the "Guidelines and Criteria Governing Tax Abatements by the City of Laredo" attached hereto as **Exhibit "A"** and incorporated for all purposes.

Section 2. **No Limits.**

Adoption of the guidelines and criteria stated in Section 1 herein does not:

(1) Limit the discretion of the City Council to decide whether to enter into a specific Tax Abatement agreement;

(2) Limit the discretion of the City Council to delegate to its employees the authority to determine whether or not the City Council should consider a particular application or request for Tax Abatement; or

(3) Create any property, contract, or other legal right in any person to have the City Council consider or grant a specific application or request for tax abatement.

Section 3. **Effectiveness of Guidelines.**

The guidelines and criteria adopted in section 1 herein shall be for a period of two (2) years, effective February 22, 2026 and ending February 21, 2028. During that period, the said guidelines and criteria governing Tax Abatements may be amended or repealed only by a vote of three-fourths of the members of the City Council.

Section 4. **Effective Date.**

This ordinance shall become effective on February 22, 2026 upon passage and approval of this ordinance.

Section 5. **Severability**

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the _____ day of _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

GUIDELINES & CRITERIA GOVERNING
TAX ABATEMENTS
BY THE CITY OF LAREDO
Effective February 22, 2026 through February 21, 2028

1. GENERAL PROVISIONS

1.1 Purpose

Chapter 312 of the Texas Tax Code allows, but does not obligate or require, the City to grant a tax abatement on the value added to a particular property on account of a specific development project that meets the eligibility requirements set forth in this policy. In order for the City to participate in tax abatement, the City is required to establish guidelines and criteria governing tax abatement agreements. This policy is intended to set forth those guidelines and criteria for persons or entities interested in receiving tax abatement from this City.

1.2 Objective

The City of Laredo is committed to the promotion of high quality development in all parts of the City; and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Laredo, will on a case-by-case, give consideration to providing tax abatement as stimulation for economic development in Laredo. It is the policy of the City of Laredo to make available tax abatement for both new facilities and for the expansion or modernization of existing buildings and structures. It is the policy of the City of Laredo that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Laredo is under any obligation to provide tax abatement to any applicant.

1.3 General Eligibility Criteria

A Tax Abatement can only be granted to persons or entities eligible for tax abatement pursuant to Section 312.204(a) of the Texas Tax Code, which persons or entities as of the effective date of this Policy are (i) the owner of taxable real property located in a tax abatement reinvestment zone; or (ii) the owner of a leasehold interest in tax-exempt real property located in a tax abatement reinvestment zone. A Tax Abatement will not be granted for any development in which a building permit has been filed or is obtaining a Tax Abatement under Neighborhood Empowerment Zone (NEZ) Program.

1.4 General Exclusions and Limitations

1.4.1 Leases of Real Property

A person or entity seeking tax abatement on real property that is leased from a third party should be advised that, pursuant to state law, the City can only

abate taxes on the increased value of the taxable leasehold interest in the real property, if any, and the increase in value of taxable improvements and tangible personal property located on the real property and subject to the leasehold interest, if any. Before applying for a Tax Abatement from the City, such persons or entities should seek professional and legal guidance, and may wish to consult with the appraisal district having jurisdiction over the property in question, as to whether their development projects will result in a taxable leasehold interest in the property and, if so, the anticipated value of that leasehold interest.

2. DEFINITIONS

As used within these guidelines and criteria, the following words or phrases shall have the following meanings:

2.1 "Abatement" or "Tax Abatement" – The temporary, full or partial exemption from ad valorem taxes of certain Added Value to eligible taxable real and in some cases tangible personal property located in a Reinvestment Zone.

2.2 "Added Value" – The increase in the assessed value, as compared to base year value, of an eligible property as a result of expansion or modernization of an existing facility or construction of a new facility.

2.3 "Agreement" - A contractual agreement between a property owner and/or lessee and the City of Laredo for the purpose of tax abatement.

2.4 "Base Year Value" – The assessed value of eligible property as of the January 1 preceding the execution of an Agreement, as determined by the Webb County Appraisal District.

2.5 "Expansion" – The addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.

2.6 "Facility" – Property improvements completed or in the process of construction which together compromise an integral whole.

2.7 "Modernization" – The replacement and upgrading of existing facilities which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of deferred maintenance.

2.8 "New Facility" – Property previously undeveloped which is placed into service by means other than or in conjunction with an expansion or modernization.

2.9 "Owner" – means the owner of a facility subject to abatement. If the Facility is constructed on a leased property, the owner shall be the party which owns the property

subject to tax abatement. The other party to the lease shall join in the execution of agreement but shall not be obligated to assure performance of the party receiving abatement.

2.10 "Permanent full-time job" means a new employment position created by a business that provides a regular work schedule of at least 40 hours per week or 2080 hours of regular employment per year to a City of Laredo resident, meets MIT Living Wage Requirement, Local Hire Requirement, and Employee Healthcare Benefits in Sections 3.7, 3.8, and 3.9 and maintains the employment position during the term of the abatement agreement.

3. ABATEMENT AUTHORIZED

3.1 Authorized Facilities

Abatement may be granted for New Facilities and improvements to existing facilities for the purpose of Modernization or Expansion.

3.2 Creation of New Value

Abatement may only be granted for the Added Value of eligible property improvements based on valuations as determined by the Webb County Appraisal District and subject to and listed in an abatement agreement between the City and the property owner and lessee, if required, subject to such limitations as said jurisdiction may require.

3.3 Eligible Property

Abatement may be extended to the Added Value of real and tangible personal property as noted in Section 3.6 (B).

3.4 Ineligible Property

The following types of property shall be fully taxable and ineligible for abatement: land, intangible personal property, inventory and supplies.

3.5 TYPE OF INDUSTRIES:

In keeping with the broad based approach to economic development, agreements will not be restricted to any particular type of industry. Preference will, however, be given to manufacturing and any other type of industry which provides permanent full-time jobs with relatively higher wages.

Hospitality (Hotel, motels, inns, or such businesses that provides transitional or short-term lodging), Tourism (businesses that are involved in catering to pleasure travel) and Retail (businesses that sell consumers goods and/or services to earn a profit) will only be considered if City Council determines that project will make a unique or unequalled contribution to the economy and project is expected to have at least 10 million in Added Value to real property and 10 New Permanent full-time jobs.

In keeping with obtaining the highest cost-benefit, tax abatements will be granted on the basis of (a) new jobs and (b) additional investments, for a maximum term of 5 years.

3.6 Period and Percentage of Abatement

To obtain Abatement, all projects must meet both Jobs and Added Value as indicated on the following respective formula tables.

A. Basic Formula

New Permanent Full Time Jobs	Added Value in Real Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
50 to 100 jobs	$1 million up to $2.5 million	25%	5 years
101 to 150 jobs	Over $2.5 million up to $5 million	50%	5 years
151 to 200 jobs	Over $5 million up to $10 million	75%	5 years
Over 200 jobs	Over $10 million	100%	5 years

B. Formula - Real and Tangible Personal Property

New Permanent Full Time Jobs	Added Value in Real and Tangible Personal Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
Over 200 jobs	Over $20 million	100%	5 years

C. Formula – Exceeds $10 Million with Less Jobs or Unique and Unequalled Contribution to the Economy

1) If the required additional investment exceeds $10 million and the number of jobs indicated in the Basic Formula, 3.6(A), are not expected to be met within the first year of occupancy; or

2) This is a Hospitality, Tourism, and Retail development where City Council determined that project will make a unique or unequal contribution to the economy; an abatement may be allowed utilizing the following criteria, if Jobs and Added Value are met.

New Permanent Full Time Jobs	Added Value in Real Property, as assessed by Webb County Appraisal District	Percent of Abatement	Term
At least 10 jobs	Over $10 million	100% 80% 60% 40% 20%	Year 1 Year 2 Year 3 Year 4 Year 5

D. Formula - Central Business District (CBD)

To promote the revitalization of the downtown area known as the Central Business District (CBD), a project for a New Facility and improvements to existing facilities for the purpose of Expansion or Modernization may be eligible for the a five (5) year tax abatement as follows if:

1) The property is in the designated area as identified in Exhibit B.

2) Minimum new permanent full time jobs required and sustained for each year of the abatement period for the CBD area will be at least 90% of the jobs stipulated in the application.

Added Value in Real Property as Assessed by Webb County Appraisal District	Abatement Level
$1 million up to $2.5 million	1
Over $2.5 million up to 5 million	2
Over $5 million up to $7.5 million	3
Over $7.5 million up to $10 million	4
Over $10 million	5

Percent of Abatement					
Year	Level 1	Level 2	Level 3	Level 4	Level 5
1	100%	100%	100%	100%	100%
2	80%	100%	100%	100%	100%
3	60%	80%	100%	100%	100%
4	40%	60%	80%	100%	100%
5	20%	40%	60%	80%	100%

3.7 Living Wage Requirement

In order to count as a permanent full-time job under this tax abatement program, the job should pay employees the Minimum Living Wage as defined by the Massachusetts Institute of Technology (MIT) Living Wage Calculator throughout the full term of the agreement, which is subject to change without notice. Current MIT: $19.73 per hour for Laredo, Texas for 2025 updated on February 10, 2025. Additional compensation such as, commissions and mileage is considered and will be included in the wages; however, overtime is not considered.

3.8 Local Hire Requirement

Any company seeking a tax abatement must hire all employees residing in the City of Laredo or Webb County and must NOT relocate current employees from within the City or the County.

3.9 Employee Healthcare Benefits

The company seeking tax abatement from the City must provide each full-time person employed in the project and his or her dependents with access to a Healthcare package, including a health insurance program that pays at least 50% of their health benefits.

3.10 Other General Guidelines

(a.) They must be offered to local companies for the expansion of existing facilities as well as new facilities.

(b.) They must be "performance based" to provide cost benefit advantages to Laredo and Webb County.

(c.) They must not permit outside companies to unfairly compete with local companies in the same business in the local market: competing companies may be considered if 75% of their customers are outside Laredo/Webb County, or if any other measures are offered which are judged to make the companies compatible with Laredo interests.

(d.) They must be negotiated quickly and in good faith by representatives of all concerned local entities.

(e.) They must be contractual and fully and accurately disclosed to the public.

(f.) The contracts must be effectively protected by cancellation, recalibration and "claw-back" provisions which would insure the return of the community's funds if the companies default on their part of the agreement. There should however, be no levy of penalties above repayment of actual local costs.

3.11 Other Considerations

(a.) Depending upon the applicant, tax abatement agreements may be negotiated with consideration of cost benefit, company's financial statements or D&B rating, past business history, nature of the production process, environmental hazards, cost breakdown of the investment into land, building, equipment, probable project status at the end of 5 years, percent of hiring of local workers, and benefits to be paid to local workers.

(b.) City Council reserves the right to vary the term and percent of abatement, on a case per case basis, where the applicant shows unique circumstances that meets the economic development goals and objectives of the City of Laredo.

3.12 Submission of Application

If a given development project qualifies for Tax Abatement pursuant to the eligibility criteria detailed in this Policy, an applicant for Tax Abatement must complete and submit a City of Laredo Tax Abatement Application. An Application can be obtained from and should be submitted to the Economic Development Department.

A non-refundable application fee of two thousand five hundred dollars ($1,500.00) will be required to be submitted with the completed Tax Abatement application.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Public Hearing & Introductory Ordinance 14.**

SUBJECT
Public Hearing and Introductory Ordinance amending Chapter 5 of the City of Laredo Code of Ordinance. Senate Bill 1008, enacted by the Legislature of the State of Texas, under Section 437.01235, and which became effective September 1, 2025, changes and / or effects the City of Laredo ability to charge certain food service establishments with liquor licensing fees. The City of Laredo currently charges liquor licensing fees to businesses selling liquor and who also is a food establishment.

The City of Laredo will no longer charge any alcohol permitting fees to the following establishments under the following conditions:

1) Food Service Establishments with a valid health permit obtained from the City of Laredo Public Health Department.

2) Establishments that have already paid a fee to operate as a food service establishment to the Texas Department of State Health Services (DSHS) or any other local jurisdiction.

This Ordinance is also amended to update the list of permits and licenses and provide causes for denial and cancellation.

PREVIOUS COUNCIL ACTION
On July 20, 2009, City Council approved Ordinance 2009-O-113 amending Chapter 5 of the City of Laredo Code of Ordinance to allow the City to issue two-year alcoholic beverage permits and licenses instead of the one year that was currently issued. The Ordinance included amending to update the list of permits and licenses.

BACKGROUND
As of September 1, 2025, Texas Senate Bill 1008 introduced new restrictions on local governments related to municipalities assessment of fees on establishments under Sections 11.38 or 61.36 of the Alcoholic Beverage Code. Senate Bill 1008, enacted by the Legislature of the State of Texas, can now be located under Section 437.1235 of the Texas Health & Safety Code reads as follows:

“Notwithstanding any other law, a county, a municipality, or public health district, including an authorized agent, employee, or department, may not charge a fee under Section 11.38 or 61.36, Alcoholic Beverage Code, the premises is a food service establishment, retail food

store, mobile food unit, roadside food vendor, or temporary food service establishment that has already paid a fee to operate to the department or to any county, municipality, or public health district."
The City of Laredo will no longer charge any alcohol permitting fee to the following establishments under the following conditions:

1) Food Service Establishment with a valid health permit obtained from the City of Laredo Public Health Department.

2) Establishments that have already paid a fee to operated as a food service establishment to the Texas Department of State Health Services (DSHS) or any other local jurisdiction.

This Ordinance also amends to update the list of permits and licenses and provide causes for denial and cancellation.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: N/A
Supporting goal(s)/policy(ies): N/A
Summary of alignment:N/A

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
To hold a public hearing and introduce an ordinance incorporating changes to liquor licenses fee charges impacted by Senate Bill 1008.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Liquor licenses fee revenues will decrease.

Sec. 5-5. Alcoholic beverage permit fees.

In accordance with V.T.C.A., Alcoholic Beverage Code § 11.38, there shall be levied and collected by the city the following two-year fees for the following permits issued for premises located within the city limits:

	Local Fee	Two-Year Permit Fee Amount
i.	*Brewer's License (BW)* *(consolidation of a Manufacturer's License and Brewer's Permit)*	$1,500.00
~~ii.~~	~~Nonresidents Brewer's Permit (U)~~	~~$1,500.00~~
~~iii.~~ *ii.*	Distiller's and Rectifier's Permit (D)	$1,500.00
~~iv.~~ *iii.*	Winery Permit (G)	$75.00
iv.	*General Distributor's License (BB)*	*$300.00*
~~v.~~	~~Wine Bottler's Permit (Z)~~	~~$225.00~~
~~vi.~~ *v.*	Wholesaler's Permit (W)	$1,875.00
~~vii.~~ *vi.*	General Class B. Wholesaler's Permit (X)	$300.00
~~viii.~~ vii.	~~Local Class B. Wholesaler's Permit (LX)~~	~~$75.00~~
~~ix.~~ *viii.*	Package Store Permit (P)	$500.00
~~x.~~ ix	Local Distributor's Permit (LP)	$100.00
~~xi.~~ *x*	Wine Only Package Store Permit (Q)	$75.00
~~xii.~~ *xi.*	~~Wine and Beer Retailer's Permit (BG)~~ *Wine and Malt Beverage Retailer's Permit (BG) (previously known as a Wine and Beer Retailer's Permit)*	$175.00
~~xiii.~~ *xii.*	~~Wine and Beer Retailer's Permit—Excursion Boat (V)~~	~~$130.00~~
~~xiv.~~ *xiii.*	~~Wine and Beer Retailer's Off-Premises Permit (BQ)~~ *Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) (previously known as Wine and Beer Retailer's Off-Premise Permit)*	$60.00
~~xv.~~ *xiv.*	Mixed Beverage Permit (MB ~~or RM~~) ~~Original~~	*Original* Exempt
	1st renewal	$1,125.00
	2nd renewal	$1,500.00
	3rd *and subsequent renewals*	$750.00
~~xvi.~~ *xv.*	~~Mixed Beverage Late Hours Permit (LB)~~	~~$150.00~~
xvi.	*(Malt Beverage) Retail Dealer's On-Premise License (BE)*	*$150.00*
xvii.	*(Malt Beverage) Retail Dealer's Off-Premise License (BF)*	*$60.00*
xviii.	*Promotional Permit (PR)*	*$300*
xiv.	*Branch Distributor License (BC)*	*$75*
xx.	*Brewer's Self-Distribution License (SD) (consolidation of a Manufacturer's Self-*	

	Distribution License and Brewer's Self-Distribution Permit) (consolidation of a Manufacturer's License and Brewer's Permit)	
~~xxii.~~ *xxi.*	Nonresident Seller's Permit (S)	$150.00
~~xxv.~~ *xxii.*	Bonded Warehouse Permit (J/*JD*)	$150.00
~~xxxi.~~ *xxiii.*	Manufacturer's Agent's Warehousing Permit (AW)	$750.00

(Ord. No. 87-O-24, § 1, 2-2-87; Ord. No. 2009-O-113, § 1, 7-20-09)

ORDINANCE 2026-O-_____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 5, "ALCOHOLIC BEVERAGES," OF THE CITY OF LAREDO CODE OF ORDINANCES; SECTION 5-5 "ALCOHOLIC BEVERAGE PERMIT FEES", TO REFLECT RECENT CHANGES IN TEXAS LAW, SPECIFICALLY TEXAS HEALTH AND SAFETY CODE SECTION 437.01235 (SENATE BILL 1008, 89R) PROHIBITING A TEXAS CITY FROM LEVYING A LOCAL FEE UNDER TEXAS ALCOHOLIC BEVERAGE CODE SECTION 11.38 or SECTION 61.38 UPON A BUSINESS THAT OBTAINS OR RENEWS A TABC LICENSE OR PERMIT IF THE LICENSED OR PERMITTED PREMISES IS A FOOD ESTABLISHMENT THAT HAS ALREADY PAID A FEE TO OPERATE TO DSHS OR TO ANY COUNTY, MUNICIPALITY, OR PUBLIC HEALTH DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo in its continuing effort and duty to operate in accordance and/or compliance with the laws of the state of Texas;

WHEREAS, after a thorough review of the recent changes in Texas Law, specifically Texas Health and Safety Code Section 437.01235 and SB 1008, the City of Laredo herein finds it necessary to amend Chapter 5; "Alcoholic Beverages," Section 5, "Alcoholic Beverage Permit Fees," of the City of Laredo Code of Ordinances to comply with the new law;

WHEREAS, Safety Code Section 437.01235 and SB 1008 prohibits a Texas city from levying a local fee under Texas Alcohol and Beverage Code 11.38 or section 61.38 upon a business that obtains or renews a TABC License or permit if the Licensed or permitted premises is a food establishment has already paid a fee to operate to DSHS or to any county, municipality or public health district;

WHEREAS, the amended Ordinance hereinbelow, therefore eliminates the City's fees levied upon a business that obtains or renews a TABC License or permit if the Licensed or permitted premises is a food establishment that has already paid a fee to operate to DSHS or to any county, municipality or public health district; and

WHEREAS, the amended Ordinance hereinbelow, accurately reflects and complies with the most recent changes in Texas Law by providing the most recent alcoholic beverage permit fees.

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

Section 1: Publishing According to Charter. This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of City of Laredo;

Section 2: Effective Date. This ordinance shall be effective from the date of publication specified in Section 2 hereinabove;

Section 3: Severability. If any provision, section, subsection sentence, clause, or phrase of this ordinance, or the application of this ordinance the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision herein or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose; and

Section 4: Chapter 5; "Alcoholic Beverages," Section 5, "Alcoholic Beverage Permit Fees," of the City of Laredo Code of Ordinances, shall hereby be amended as follows:

Sec. 5-5. Alcoholic beverage permit fees

In accordance with V.T.C.A., Alcoholic Beverage Code § 11.38, there shall be levied and collected by the city the following two-year fees for the following permits issued for premises located within the city limits:

	Local Fee	Two-Year Permit Fee Amount
i.	*Brewer's License (BW)* *(consolidation of a Manufacturer's License and Brewer's Permit)*	$1,500.00
~~ii.~~	~~Nonresidents Brewer's Permit (U)~~	~~$1,500.00~~
~~iii.~~ *ii.*	Distiller's and Rectifier's Permit (D)	$1,500.00
~~iv.~~ *iii.*	Winery Permit (G)	$75.00
iv.	*General Distributor's License (BB)*	*$300.00*
~~v.~~	~~Wine Bottler's Permit (Z)~~	~~$225.00~~
~~vi.~~ *v.*	Wholesaler's Permit (W)	$1,875.00
~~vii.~~ *vi.*	General Class B. Wholesaler's Permit (X)	$300.00
~~viii.~~ vii.	~~Local Class B. Wholesaler's Permit (LX)~~	~~$75.00~~
~~ix.~~ *viii.*	Package Store Permit (P)	$500.00
~~x.~~ ix	Local Distributor's Permit (LP)	$100.00
~~xi.~~ *x*	Wine Only Package Store Permit (Q)	$75.00
~~xii.~~ *xi.*	~~Wine and Beer Retailer's Permit (BG)~~ *Wine and Malt Beverage Retailer's Permit (BG) (previously known as a Wine and Beer Retailer's Permit)*	$175.00
~~xiii.~~ *xii.*	~~Wine and Beer Retailer's Permit—Excursion Boat (V)~~	~~$130.00~~
~~xiv.~~ *xiii.*	~~Wine and Beer Retailer's Off-Premises Permit (BQ)~~ *Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) (previously known as Wine and Beer Retailer's Off-Premise Permit)*	$60.00

~~xv.~~ *xiv.*	Mixed Beverage Permit (MB ~~or RM~~) ~~Original~~	*Original* Exempt
	1st renewal	$1,125.00
	2nd renewal	$1,500.00
	3rd *and subsequent renewals*	$750.00
~~xvi.~~ *xv.*	~~Mixed Beverage Late Hours Permit (LB)~~	~~$150.00~~
xvi.	*(Malt Beverage) Retail Dealer's On-Premise License (BE)*	*$150.00*
xvii.	*(Malt Beverage) Retail Dealer's Off-Premise License (BF)*	*$60.00*
xviii.	*Promotional Permit (PR)*	*$300*
xiv.	*Branch Distributor License (BC)*	*$75*
xx.	*Brewer's Self-Distribution License (SD) (consolidation of a Manufacturer's Self-Distribution License and Brewer's Self-Distribution Permit) (consolidation of a Manufacturer's License and Brewer's Permit)*	*$600*
~~xxii.~~ *xxi.*	Nonresident Seller's Permit (S)	$150.00
~~xxv.~~ *xxii.*	Bonded Warehouse Permit (J/*JD*)	$150.00
~~xxxi.~~ *xxiii.*	Manufacturer's Agent's Warehousing Permit (AW)	$750.00

{ SIGNATURES ON FOLLOWING PAGE }

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____
Dr. Victor D. Trevino
Mayor

ATTEST:

_____
Mario I. Maldonado
City Secretary

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Secretary

City of Laredo

City Council

Meeting Date: 2/2/2026 **Introductory Ordinance 15.**

SUBJECT
Authorizing the City Manager to execute a Food Service Agreement between the Laredo International Airport and Chick-Fil-A Marketplace Bob Bullock located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal in a space consisting of 200 sqft, described as Suite No. 101 on the first floor of the terminal building, as depicted in Exhibit B, for the purposes of providing prepared lunch food items and non-branded drinks, further described in Exhibit A, from 9:00 AM to 7:30 PM, Monday thru Saturday. The lease term shall be for one (1) year with one (1) option to renew and base rent shall consist of three percent (3%) of the concessionaire's monthly gross sales; and providing for an effective date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- Goal 10.2 Enhance visitor experience and promote Laredo as a destination.
- Goal 11.3 Support infrastructure that enhances trade, travel and mobility.
- Policy 9.4.3 Promote businesses and services that enhance the user experience in activity centers.
- Goal 9.1: Increase the capacity for investments and job growth.

Summary of alignment:
This agreement strongly aligns with the Comprehensive Plan as it enhances passenger amenities, and supports economic activity within the airport.

PREVIOUS COUNCIL ACTION
March 2, 2022- Ordinance No. 2022-O-079

BACKGROUND
The Laredo International Airport wishes to continue providing food concessions on the first floor of the passenger terminal.

A food and service agreement between the Laredo International Airport and Chick-Fil-A Marketplace Bob Bullock has been in effect since 2022.

Chick-Fil-A Marketplace Bob Bullock has agreed to once again enter into a food lease agreement with the Airport to provide prepared lunch food items and non-branded drinks, which are described in Exhibit A, from 9:00 AM to 7:30 PM Monday thru Saturday for constituents. Chick-Fil-A will be located in Suite No. 101 on the first floor of the terminal building and more accurately depicted in Exhibit B. The term of the lease shall be for one (1) year with one (1) option to renew for another year and base rent shall consist of three percent (3%) of Chick-Fil-A's monthly gross sales.

COMMITTEE RECOMMENDATION
N/A

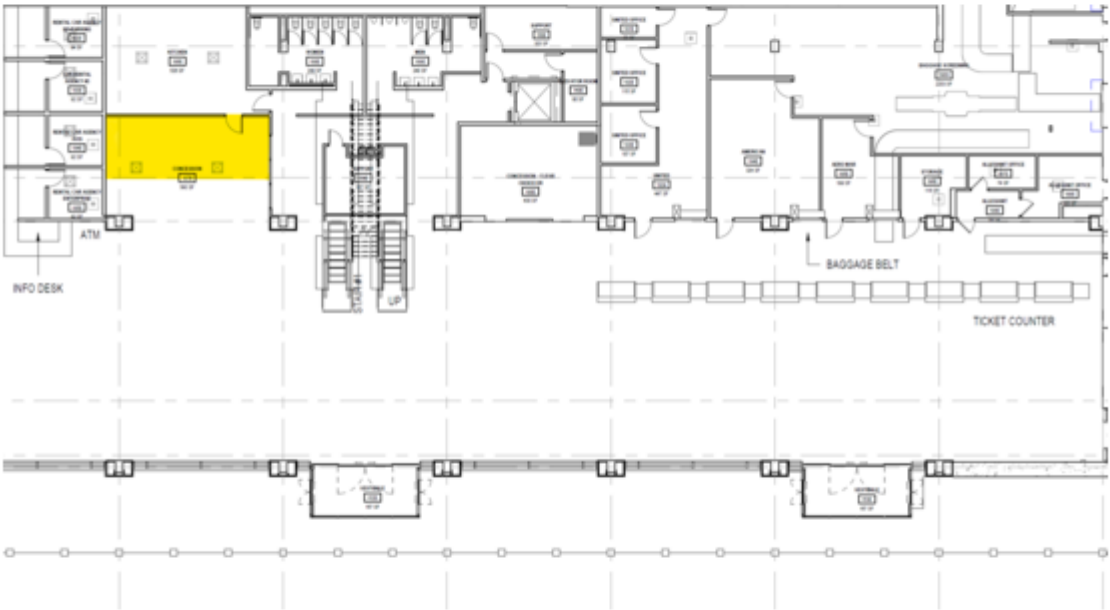
STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y.
Source of Funds:	Aeronautical - Building Rent
Account #:	242-0000-361-1086
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Rent will consist of three percent (3%) of the contractor's monthly gross sales.

Revenue will be allocated under Aeronautical - Building Rent
Account No. 242-0000-361-1086.


ATM
INFO DESK
UP
BAGGAGE BELT
TICKET COUNTER

FOOD SERVICE AGREEMENT
BETWEEN
LAREDO INTERNATIONAL AIRPORT AND CHICK-FIL-A MARKETPLACE BOB BULLOCK

This Agreement is made and entered into on _____, 2026 ("Effective Date") by and between the Laredo International Airport (the "Airport") whose principal place of business is located at 5210 Bob Bullock Loop, Laredo, Texas 78045 and Chick-Fil-A Marketplace Bob Bullock ("Concessionaire") located at 1916 Bob Bullock Loop, Laredo, Texas 78043 (together with the Airport, the "Parties").

I. SCOPE OF WORK

1. **General scope for Concessionaire:**
   A. Beginning on February 1, 2026 (the "Commencement Date") Concessionaire will provide prepared lunch food items and non-branded drinks at prices as agreed to and described in the Food Menu for the Airport (Exhibit A) from 9:00 a.m. to 7:30 p.m. Monday thru Saturday to be sold on the first floor of the terminal building. The Concessionaire will sell during those hours for forty-five (45) minutes prior to departure of all flights and shall close and open again in accordance with each day's flight schedule, which shall be supplied by the Airport. Notwithstanding the foregoing, Concessionaire shall have the option, but is not obligated to, operate at any time during the above stated timeframe regardless of the flight schedule.
   B. Concessionaire shall be permitted to place tables and chairs in front of the leased area for the convenience of customers, with all such table and chairs being located on the Premises and being of a type and quality reasonably acceptable to the Airport.
   C. Concessionaire shall provide all items and services in adherence to all applicable food-handling and sanitary regulations, ordinances, and guidelines.
   D. Immediately upon the Commencement Date, Concessionaire shall conduct business out from the leased space which shall be located on the first floor of the terminal, at the location previously occupied by Villa Laredo and as further described in Exhibit B.
   E. Concessionaire shall be responsible for maintaining and cleaning of all their personal equipment.

2. **The Airport's obligations:**
   A. The Airport shall maintain the Premises in accordance with statutes, regulations, ordinances, directives and other rules of governmental bodies or agencies or public health agencies applicable to the Airport.
   B. All items furnished by the Airport for use on the Premises shall remain the sole property of the Airport, and the Airport shall, at its sole cost and expense, maintain and make all necessary repairs or replacements to such personal property, except that Concessionaire shall be responsible for all damages to such personal property.
   C. The Airport shall at all times have ready access to the Premises to inspect and insure that the personal property is being used in compliance with this Agreement.

II. TERM

This Agreement shall expire one (1) year from the Effective Date. This Agreement may be renewed for one (1) year upon mutual agreement of the Parties.

III. CONSIDERATION

A. Concessionaire shall pay a base rent consisting of three percent (3%) of its monthly gross sales, which it shall pay to the Airport on the 15th day of the following month. Base Rent for the final month of this Agreement shall be due and payable within fifteen (15) days thereafter, along with the report described in Paragraph 3(b) below.

B. In addition to the base rent, Concessionaire shall provide the Airport with a breakdown, certified true, complete and correct, of all of Concessionaire's sales during the previous month. Such report shall be a detailed report each month that includes that month's sales quantity and pricing.

IV. EMPLOYEE IDENTIFICATION

All members of Concessionaire's crew must identify his or her first name and the name of the Concessionaire's external food service while working at the Airport.

V. TERMINATION OF CONTRACT

A. Either party may terminate the contract at any time during its term without cause by giving not less than one hundred ninety (90) calendar days' prior written notice to the other party of the intention to terminate the contract and the specific termination date.

B. If either party fails to comply with any of the obligations required of the contract, the non-defaulting party may terminate the contract thirty (30) calendar days following providing written notice to the defaulting party specifying the failure.

C. Concessionaire shall, for a period of ninety (90) calendar days prior to the expiration date of the contract, allow access to the food service facilities at all reasonable times by persons proposing to be the successor Concessionaire for the food service vendor operations. During the final two (2) weeks prior to expiration, Concessionaire shall allow access to the food service facilities and areas by the successor Concessionaire for the purpose of providing continuity of service. In such latter event, the Airport shall ensure that the successor Concessionaire shall not interrupt or disturb Concessionaire 's performance while exercising the privilege granted hereunder.

VI. LEGAL COMPLIANCE

A. Concessionaire shall comply with Federal Aviation Administration ("FAA") rules and

regulations as presented in Exhibit C herein.

B. Concessionaire shall also comply with all laws, ordinances, regulations, orders, and directives including, but not limited to, the Texas Worker's Compensation Act, Texas Sales Tax Act, Federal Equal Employment Opportunity Act, American Disability Act, and shall conduct its operations under the contract in a safe, efficient, and sanitary manner. Concessionaire shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of federal, state, and local governments. Should the Concessionaire licenses and/or permit become suspended Concessionaire must notify Office of the Airport Director as soon as possible.

VII. SAFETY AND HEALTH

A. Concessionaire shall comply with all Federal, State and local safety and health laws, as well as regulations governing sanitation and use of food service equipment.

B. Concessionaire shall require all employees engaged in the performance of the contract to undergo and furnish proof of health examinations annually or as frequently as otherwise required by law), and to otherwise comply with all health regulations.

C. The City of Laredo Health Department shall have the right to inspect, no less than one (1) time per month, the Premises for sanitation, quality of food, availability of condiments, utensils, and any other aspect of the Concessionaire's services it deems necessary. The Airport shall provide reasonable notice of any deficiencies identified during these inspections. Concessionaire's failure to correct any deficiencies presented in writing within five (5) days of receipt of notice shall be cause for termination of the Agreement.

D. Copies of all Federal, State and Local inspection reports must be submitted to the Airport within three (3) calendar days after receipt.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM

In connection with performance of work under the contract, Concessionaire shall comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws.

IX. INSURANCE/FOOD PERMITS

Concessionaire will provide the Airport with proof of and maintain in full force at all times for the duration of this Agreement, any and all required insurance coverage and food handling permits, as provided in Exhibit D. The Airport shall be named as additional insured under the insurance policies.

X. **INDEMNIFICATION**

Concessionaire shall indemnify and hold harmless the Airport, its Trustees, Agents and Employees, from and against any and all claims, demands, and actions or causes of action of any nature whatsoever arising out of or by reason of the execution or performance of the duties and obligations of Concessionaire under the terms of the contract**.** The Airport shall notify Concessionaire promptly in writing of any claim or action. An indemnification agreement acceptable to the Airport shall be included in the contract.

XI. **WAIVER**

Only to the extent waiver is otherwise provided herein, Concessionaire hereby waives any and all right of recovery from Airport for loss to personal or real property, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, and boiler explosion and sprinkler leakage.

XII. NOTICE OF INDEPENDENT EXTERNAL FOOD VENDOR STATUS

Concessionaire is engaged under this Agreement as an independent provider and not as an agent or employee of the Airport, Concessionaire and its employees are not entitled to benefits of any kind to which the Airport employees are entitled.

Concessionaire**:**

CHICK-FIL-A MARKETPLACE BOB BULLOCK

By: _____
MARTHA SPEER /DBA CHICK-FIL-A
MARKETPLACE BOB BULLOCK

AIRPORT:

CITY OF LAREDO
A MUNICIPAL CORPORATION

BY: _____

JOSEPH NEEB
CITY MANAGER

ATTEST:

BY: _____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____

DOANH “ZONE” T. NGUYEN
ASSISTANT CITY ATTORNEY

EXHIBIT A

(Menus)

EXHIBIT B

[Premises Description]

EXHIBIT C

FAA CLAUSES

1. AIRPORT LAWS:

All improvements constructed on the Premises shall be subject to all applicable Airport Laws and regulations and to all federal, state, and local laws, rules and regulations pertaining to the Airport and to federally-obligated airports in general (collectively, "Airport Laws").

2. OPERATING OBLIGATIONS

A. MINIMUM OPERATING STANDARDS:

Concessionaire shall comply with the minimum operating standards or requirements in accordance with the Airport Laws and regulations applicable to Concessionaire's activities on the Premises.

B. NON-DISCRIMINATION:

Concessionaire shall furnish services on a fair, reasonable, and nondiscriminatory basis. Such services shall be deemed fair, reasonable and nondiscriminatory if furnished consistent with the current Airport Laws, and any subsequent amendments thereto or future ordinances promulgated by the Airport, FAA Grant Assurances and other rules and regulations required to be followed by the Airport.

C. INTENTIONALLY OMITTED

D. SUFFICIENT EMPLOYEES:

Concessionaire shall provide, at its sole expense, a sufficient number of employees necessary to provide the services required to adequately operate its business.

E. CONDUCT AND DEMEANOR:

Concessionaire shall control the conduct, demeanor, and appearance of its employees which provide services in connection with Concessionaire's operations.

F. NON-DISPARAGEMENT:

During the Term, Concessionaire shall not demean, disparage or in other way speak or refer negatively to the Airport or the Premises in any public forum or other way that becomes public. Concessionaire shall comply with the aforementioned. If the Airport reasonably believes that this section has been violated, such violation shall not be considered a default under this Agreement unless the Airport has provided Concessionaire with notice thereof and Concessionaire fails to take reasonable action to correct such violation.

G. NO HAZARDOUS MATERIALS:

Concessionaire shall not store fuels or hazardous material in any hangar except as approved in any applicable Federal, State, or local regulations and/or permits.

3. SECURITY PLAN:

Concessionaire shall maintain full security at the Premises pursuant to the public parts of the security plan for the Airport (the "Security Plan"). the Airport may require reasonable amendments to the Security Plan as circumstances arise provided that such amendments are being required uniformly and in a non-discriminatory manner from all similarly situated parties or the Airport is directed to require such amendment from Concessionaire by the Transportation Security Administration (the "TSA"). the Airport shall enforce the Security Plan uniformly and in a non-discriminatory manner from all similarly situated parties. In addition, Concessionaire shall cooperate fully with the Airport with regard to any information requested by the Airport pertaining to any safety management system initiated by the Airport, all of such cooperation will be requested on a non-discriminatory basis.

4. FEDERAL AIRPORT AID:

The Airport has applied for and received a grant or grants of money from the Administrator of the FAA pursuant to the Airport and Airways Development Act of 1970 (the "AIA"), as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Airport may in the future apply for and receive such grants. In connection therewith, the Airport has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities if its subcontractors and permittees thereon. The performance by Concessionaire of the promises and obligations contained in this Agreement is, therefore, a special consideration and inducement to the execution of this Agreement by the Airport, and Concessionaire further agrees that if the Administrator of the FAA or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the AIRPORT in connection with the Federal Airport Aid, shall make any orders, recommendations, or suggestions respecting the performance by Concessionaire of its obligations under this Agreement, Concessionaire will promptly comply therewith at the time or times, when and to the extent that the Airport reasonably may direct.

5. ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

A. The AIA: Concessionaire assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, creed, national origin, or sex be excluded from participating in any employment activities covered by 14 Code of Federal Regulations Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

B. Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to

discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. That in the event of breach of any of the proceeding nondiscrimination covenants, City of Laredo shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

6. INTENTIONALLY OMITTED

7. SUBORDINATION OF AGREEMENT:

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

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

8. NATIONAL EMERGENCY:

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

9. OCCUPANCY AND USE OF THE AIRPORT:

A. From time to time the Airport may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport, its services and facilities, by persons, vehicles, aircraft and equipment that in the Airport's opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

B. Concessionaire agrees to observe and obey any and all rules and regulations and all other Federal, State, and municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. the Airport reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations, or laws. Such rules, regulations or

municipal laws of the Airport will not be inconsistent with the terms of this Agreement nor with the valid rules, regulations, orders and procedures of the Federal Aviation Administration or any other superior governmental agency duly authorized to make or enforce rules and regulations for the operation the Airport and the operation of aircraft using the Airport.

C. Concessionaire at all times shall be furnished a current copy of any such rules and regulations and any amendments thereto.

D. The Airport reserves the right to prohibit the operation of any vehicle or equipment on the Premises that the Airport reasonably determines to be in an unsafe condition. The Airport reserves the right to require each vehicle operated on the Premises to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Premises and for which a nominal fee may be charged.

10. AIRPORT SECURITY:

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

B. Concessionaire shall provide for the security of the air operations area to prevent ground entry or movement of unauthorized persons from or through the Premises in accordance with any regulations imposed upon the Airport by the Transportation Security Administration or others. Furthermore, Concessionaire shall ensure that its employees, customers, guests, invitees, vendors, contractors, sublessees, and anyone granted access by Concessionaire to the air operations area comply with the Airport Security Plan and TSR Part 1542, as amended. Concessionaire shall indemnify and hold harmless the Airport, its officers, and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of such failure to comply with this requirement.

C. Concessionaire, at its own cost and expense, shall provide reasonable security in accordance with Transportation Security Administration guidelines and requirements for the leased premises including buildings and other improvements now existing or hereafter erected or installed on the Premises.

CITY OF LAREDO SPECIFIC CLAUSES

1. INTENTIONALLY OMITTED

2. INDEMNIFICATION:

Concessionaire agrees to protect, defend, indemnify and hold the Airport harmless from and against any and all loss, damage and liability arising from (i) Concessionaire's failure to perform and observe its covenants hereunder, or (ii) any act or omission of Concessionaire or its officers, agents, employees, independent contractors, licensees, sublessees and the sublessees; employees, concessionaires or assignees (collectively, "Lessee Parties") causing loss or damage to the Premises or a claim or cause of action against the Airport arising out of the obligations of Concessionaire set forth in this Agreement; provided that the terms of the foregoing indemnity

shall not apply to the gross negligence or willful misconduct of the Airport or its officers, agents, employees, independent contractors, licensees, concessionaires or assignees (collectively, "the Airport Parties").

3. APPROVAL:

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

4. INTENTIONALLY OMITTED

5. INTENTIONALLY OMITTED

6. NON-LIABILITY OF THE AIRPORT TO THIRD PARTIES:

The Airport shall not in any event be liable to Concessionaire for any acts or omissions of, or for any condition resulting from, the operations or activities of any third person, firm, or corporation, or the agents, servants, employees or independent contractors of any such person, firm, or corporation, that results in injury, loss or damage to Concessionaire or to any other person, or loss of or damage to any personal property installed or stored on the Premises unless such loss or damage was incurred by the Airport's negligence.

7. PROPERTY AND OTHER INSURANCE:

A. Concessionaire, at its sole cost and expense shall, throughout Term of this Agreement, keep or cause to be kept on all improvements now or hereafter located upon the Premises, upon their construction, respectively, insurance for the benefit of Concessionaire against loss or damage, including Property Insurance Coverage with a limit of 100% of the insurable replacement costs of the property on a special cause loss form with a $500,000 extra expense limit for demolition and debris removal. Concessionaire shall be the named insured with the Airport being named as an additional named insured to protect by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief and all risk of direct physical loss, including flood and earthquake in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundations, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreements, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by the Concessionaire to determine the Full Insurable Value as defined in this provision. The resulting determination shall be conclusive between the parties for the purpose of this Section. The expense of this appraisal shall be borne by Concessionaire.

8. INTENTIONALLY OMITTED

9. CONTENTS

Concessionaire shall cause Insurance to remain on the contents of the building improvements and on the Premises for the entire term of the Agreement.

10. LIABILITY INSURANCE:

A. In addition to the insurance specified herein, Concessionaire shall maintain the insurance as specified in Exhibit "D".

11. INSURANCE POLICIES AND MODIFICATIONS:

Concessionaire will cause certificates evidencing the insurance required under Section IX to be deposited no later than five (5) days prior to or on the Effective Date.

12. CONCESSIONAIRE -INDEPENDENT CONTRACTORS:

Concessionaire in its operations hereunder shall act in the capacity of an independent contractor and the AIRPORT shall not have or be construed to have any responsibility or liability for any work, acts, or omissions of Concessionaire, its agents, employees, tenants, lessee, contractors, guests, invitees, or customers.

13. INTENTIONALLY OMITTED

EXHIBIT D

Insurance Requirements for Bids:
Revised October 13, 2010
NON CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

4. Any Subcontractor(s) hired by the Concessionaire shall maintain insurance coverage equal to that required of the Concessionaire. It is the responsibility of the Concessionaire to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

5. A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

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

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

    c. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

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

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

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

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

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

i. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

    a. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

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

8. Upon request, Concessionaire shall furnish The City of Laredo with certified copies of all insurance policies.

ORDINANCE NO. 2026-O-XXX

AUTHORIZING THE CITY MANAGER TO EXECUTE A FOOD SERVICE AGREEMENT BETWEEN THE LAREDO INTERNATIONAL AIRPORT AND CHICK-FIL-A MARKETPLACE BOB BULLOCK LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL PASSENGER TERMINAL IN A SPACE CONSISTING OF 200 SQFT, DESCRIBED AS SUITE NO. 101 ON THE FIRST FLOOR OF THE TERMINAL BUILDING, AS DEPICTED IN EXHIBIT B, FOR THE PURPOSES OF PROVIDING PREPARED LUNCH FOOD ITEMS AND NON-BRANDED DRINKS, FURTHER DESCRIBED IN EXHIBIT A, FROM 9:00 AM TO 7:30 PM, MONDAY THRU SATURDAY. THE LEASE TERM SHALL BE FOR ONE (1) YEAR WITH ONE (1) OPTION TO RENEW AND BASE RENT SHALL CONSIST OF THREE PERCENT (3%) OF THE CONCESSIONAIRE'S MONTHLY GROSS SALES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council authorize the City Manager to execute a Food Service Agreement between the Laredo International Airport and Chick-Fil-A Marketplace Bob Bullock located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal in a space consisting of 200 sqft described as Suite No. 101 on the first floor of the Terminal Building, as depicted in Exhibit B, for the purposes of providing prepared lunch food items and non-branded drinks, further described in Exhibit A, from 9:00 AM to 7:30 PM, Monday thru Saturday. The lease term shall be for one (1) year with one (1) option to renew and base rent shall consist of three percent (3%) of the concessionaire's monthly gross sales; and

WHEREAS, a food service agreement between the Laredo International Airport and Chick-Fil-A Marketplace Bob Bullock has been in effect since 2022, with Chick-fil-A marketplace being a tenant in good standing, and

WHEREAS, this agreement benefits passengers traveling thru the Laredo International Airport and shall help maximize revenues for the Airport Fund; and

WHEREAS, it is in the best interest for the Laredo International Airport and the City of Laredo to execute this contract for the continuation of food concessions to be provided on the first floor of the passenger terminal, and

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with the same.

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

Section 1**:** The Mayor and City Council be hereby authorize the City Manager to execute a Food Service Agreement between the Laredo International Airport and Chick-Fil-A Marketplace Bob Bullock located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal.

Section 2: Said food service agreement shall be for the purposes of providing prepared lunch food items and non-branded drinks, further described in Exhibit A, from 9:00 AM to 7:30 PM, Monday thru Saturday.

Section 3: The agreement shall be for one (1) year with one (1) option to renew

Section 4: Base rent shall consist of three percent (3%) of the contractor's monthly gross sales.

Section 5: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY: _____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 16.**

SUBJECT
Authorizing the City Manager to amend the FY25-26 General Fund Parks Department budget by drawing down fund balance and appropriating expenditures in the amount of $49,314 in order to appropriate funds awarded by Texas Municipal League (T.M.L.) to be used for the replacement of the playground and shade at the Inner City Playground located at 202 West Plum.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Replace Fabric shade only	$11,986.00	(Impression Design)
Playground parts/labor	$59,659.19	(Game Time)
Total Cost	$71,645.19	
Insurance Payout	<$49,314.30>	(TML paid)
Remaining	$22,330.89	
Deductible/City responsibility	<10,000.00>	City portion of the loss / member out-of-pocket
Replacement cost depreciation	<12,330.89>	To be paid to the City once the work is completed, must prove cost with invoices from the vendor.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
The approval of this item.

Fiscal Impact

Fiscal Year:	2025/2026
Budgeted Y/N:	Yes

Source of Funds: T.M.L. Insurance Payout
Account #: 101-3115-555-9301
Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:

Expense:

	Budget	Amendment	Amended Budget
Improvements Other than Bldgs (101-3115-555-9301)	-0-	49,314	49,314

IMPRESSION DESIGN INC. www.impressiondesignsinc.com
Awnings, Canopies and SHADES.
207 E. San Carlos # 4
Laredo, Texas 78040
(956) 220 2516
nubia@impressiondesigninc.com

P R O P O S A L

Date: 03-24-2025
Location: 202 W Plum, Laredo Texas 78040.
Company: City of Laredo Parks and Leisure
Phone: (956) 795-2350 (956) 999-6427
Attention: Mrs. Kriss Calderon.

DESCRIPTION

Quantity	Description	Total
1	NEW FABRIC SHADE 30'-0" x 40'-0"	**$ 11,986.00**

Maintain the metal structure/after the fire and paint it.
We will Fabricate a new shade fabric to fit the existing frame with: COMMERCIAL 95 ARCHITECTURAL FABRIC SHADE , with double fabric pockets, reinforced corners, exterior tread and the Installation with new ¼"cable and fasteners.

TOTAL $ 11,986.00

Installation, Labor and Materials included.

Warranty : 1 year warranty on the workmanship.
6 years warranty on the fabric from the original company.

Nubia C. Davila

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

08/01/2025
Quote #
174343-01-03

Inner City Park (Updated)

City of Laredo
Attn: Elizabeth Carrera
2201 Piedra China Street, Suite A
Laredo, TX 78043
United States
Phone: 956-729-4615
ecarrera@ci.laredo.tx.us

Ship to Zip 78043

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PrimeTime Modular Unit for Ages 5-12 (per attached drawing) *[Basic:_____]* *[Accent:_____]* *[RotoPlastic:_____]* *[Deck:Pvc:_____]* *[Tube:_____]* *[HDPE:_____]* *[2ColorHDPE:_____]*	$33,084.00	$33,084.00
		(1) 4870 -- 3-in-A-Row 11" Gizmo (doubel sided)		
		(7) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(4) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(1) 12215 -- Crunch Bar Prime Time		
		(1) 12728 -- Single Seat P/T		
		(1) 12964 -- Single Gizmo Panel		
		(2) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 18201 -- 36" Tri Punched Deck P/T		
		(1) 19013 -- Transfer Platform W/ Barrier (3')		
		(1) 19035 -- Optional Access Step (3' & 5')		
		(1) 19044 -- Straight Crawl Tube(1 Deck Span)		
		(1) 19123 -- Straight Zip Slide (4')		
		(1) 19198 -- 26" Bubble Panel		
		(1) 19223 -- Sloped Funnel Climber		
		(1) 19253 -- Scramble Up (3'6" & 4')		
		(1) 19791 -- Dbl Rumble & Roll 2'-6"/3'		
		(1) 18902 -- Spacel Race Panel		
		(1) 19949 -- Narrows Climber (3'-4'6")		
1	178749	GameTime - Owner's Kit	$92.08	$92.08
87	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- • Area: 1750 Sq.Ft. • Thickness (Compacted): 12"	$27.57	$2,398.59
1	INSTALL	MISC - Installation to include:- • Installation of equipemnt • Installation of EWF • Demo of existing equipment and surfacing	$24,070.00	$24,070.00

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

08/01/2025
Quote #
174343-01-03

Inner City Park (Updated)

Quantity	Part #	Description	Unit Price	Amount
Contract: OMNIA	#2017001134		**Sub Total**	$59,644.67
			Discount	($7,764.30)
			Material Surcharge	$996.20
			Freight	$6,782.62
			Total	**$59,659.19**

Comments

* Site must be clear, level, free of obstructions, and accessible. *Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.*

* Area must be verified prior to placing order.

*Pricing DOES NOT include any shade replacements.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.)**. Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding $300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 6-8 weeks *(some items may take longer)*** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

08/01/2025
Quote #
174343-01-03

Inner City Park (Updated)

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number:_____ Date: _____

Purchase Amount: **$59,659.19**

SALES TAX EXEMPTION CERTIFICATE #:_____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____ _____

Salesperson's Signature Customer Signature

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

08/01/2025
Quote #
174343-01-03

Inner City Park (Updated)

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

ORDINANCE: 2026-O-25

AUTHORIZING THE CITY MANAGER TO AMEND THE FY25-26 GENERAL FUND PARKS DEPARTMENT BUDGET BY DRAWING DOWN FUND BALANCE AND APPROPRIATING EXPENDITURES IN THE AMOUNT OF $49,314 IN ORDER TO APPROPRIATE FUNDS AWARDED BY TEXAS MUNICIPAL LEAGUE (TML) TO BE USED FOR REPLACEMENT OF THE PLAYGROUND AND SHADE AT INNER CITY PLAYGROUND LOCATED AT 202 WEST PLUM.

WHEREAS, the City Council previously adopted the budget for fiscal year 2025-2026:

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas, to amend the FY 25-26 Parks Department General Fund's Budget by drawing down fund balance and appropriating expenses in the amount of $49,314 awarded by TML.

WHEREAS, a public hearing and introductory ordinance was held on January 20, 2026.

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

Section 1. The FY25-26 Parks Department General Fund Budget is hereby amended to appropriate funds in the amount of $49,314 awarded by TML to support capital expenditures.

Section 2. The funds will be deposited in the City of Laredo Parks Department General Fund Budget accounts.

PASSED BY THE LAREDO CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONANDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 17.**

SUBJECT
An Ordinance authorizing the City Manager to amend the FY25-26 Solid Waste budget by appropriating a drawdown in the amount of $818,089.77 in order to replace burned rental garbage truck and equipment purchase. Funds are available in Solid Waste Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies): Solid Waste will continue to ensure high quality services that protect the community and environmental.
Summary of alignment: Solid Waste commitment to deliver dependable services and making sure equipment is replaced in a timely manner which are important to continue with sanitation services for environmental protection.

PREVIOUS COUNCIL ACTION
On September 15, 2025 City Council adopted the Fiscal Year 2025-2026 Annual Budget

BACKGROUND
On June 24, 2025 a total of four (4) garbage trucks caught on fire. Three (3) are Solid Waste and one (1) rental from Big Truck Rental (BTR). Texas Municipal League (TML) concluded that all four (4) trucks were a total loss. Consideration to authorize a drawdown of $818,089.77 to replace burned rental garbage truck and equipment purchase.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Introduction of the ordinance

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste
Account #:	556-2550-534-0405/556-2550-535-9004
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Solid Waste fund is hereby amended as follow:

Solid Waste Fund:	Annual Budget FY 2025-2026	Proposed Amendment	Amended Budget FY 2024-2025
Opening Balance	$35,739,923	-$818,089.77	$34,921,833.23
Settle with (BTR)	$0	$403,599.55	$403,599.55
Capital Outlay Automotive	$6,152,883	414,490.22	6,567,373.22

Ordinance No 2026-O-04

AUTHORIZING THE CITY MANAGER TO AMEND THE FY 25-26 SOLID WASTE BUDGET BY APPROPRIATING A DRAWDOWN IN THE AMOUNT OF $818,089.77 IN ORDER TO REPLACE BURNED RENTAL GARBAGE TRUCK AND EQUIPMENT PURCHASE

Whereas, On September 15, 2025, City Council adopted the Fiscal Year 2025-2026 Annual Budget; and

Whereas, On June 24, 2025 a total of four (4) garbage trucks caught on fire. Three (3) three Solid Waste & one (1) rental from Big Truck Rental (BTR) Texas Municipal League (TML) concluded that all four (4) trucks were a total loss. Consideration to authorize a drawdown of $818,089.77 to replace burned rental garbage truck and equipment purchase; and

Whereas, The total amount of $403,599.55 is needed to replace burned rental garbage truck and $414,490.22 to purchase equipment

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

Section: 1 Solid Waste fund is hereby amended as follows:

Solid Waste Fund:	Annual Budget FY 2025-2026	Proposed Amendment	Amended Budget FY 2025-2026
Opening Balance	$35,739,923	-$818,089.77	$34,921,833.23
Settle with (BTR)	$0	$403,599.55	$403,599.55
Capital Outlay Automotive	$6,152,883	$414,490.22	$6,567,373.22

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh "Zone" T. Nguyen
City Attorney

By:_____

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 18.**

SUBJECT
Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement ("First Amendment") by and between the City of Laredo ("Landlord"), a Texas municipality and SBA Steel LLC, a Florida limited liability company ("Tenant"), dated January 10, 2006 for the construction of a 140' self-supporting tower and equipment building for the purpose of providing cellular services; and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing January 10, 2031; with an additional three (3) five (5) year terms. Rent shall increase from $39,799.00 to $45,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.

PREVIOUS COUNCIL ACTION
Lease approved by city council on January 9, 2006.

BACKGROUND
Landlord and Tenant entered into a Ground Lease dated January 10, 2006, whereby Landlord leased to Tenant ground space at the McPherson Water Tower located at 8711 McPherson, Laredo, Webb County, to construct on said premises an equipment building and a 140' self-supporting type tower for the purpose of providing cellular services; and related equipment for use in connection with its communications business. Tenant desires to amend lease to extend the term for an additional four (4) five year terms effective January 10, 2031 so that the tower can be marketed to other carriers on a long term basis. Lease agreement includes revenue share clause. Signing bonus of $25,000 will be paid upon effective date.

Landlord and Tenant agree and acknowledge that Tenant's rent shall increase to $45,000.00 per year commencing on January 10, 2031 and shall thereafter increase by 4% each year. All other terms and conditions of the Lease remain in full force and effect.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	n/a
Source of Funds:	n/a

Account #: 101-0000-311-1060
Change Order: Exceeds 25% Y/N: n/a

FINANCIAL IMPACT: Rent increase from $39,799.00 to $45,000.00 to be credited to General Fund line item 101-0000-311-1060.

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Lease Agreement ("**First Amendment**') is made effective as of the latter signature date hereof ("**Effective Date**") by and between the City of Laredo ("**Landlord**"), a Texas municipality, and SBA Steel LLC, a Florida limited liability company ("**Tenant**"), with its principal place of business at 8051 Congress Avenue, Boca Raton, Florida 33487. Landlord and Tenant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landlord and Tenant's predecessor in interest, entered into that certain Ground Lease dated January 10, 2006 (the "**Lease**") for Tenant's use of the Premises, therein described, that is a portion of the Landlord's real property located at 8711 McPherson Street, in the City of Laredo, Texas, for purposes of installing, maintaining, and operating communications facilities.

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Signing Bonus**. Upon the Effective Date, Tenant shall pay to Landlord a one-time nonrefundable payment of Twenty-Five Thousand and 00/100 Dollars (25,000.00) ("**Signing Bonus**"). This Signing Bonus is non-reimbursable.

2. **Lease Term Extended**. Commencing on January 10, 2031, the Term of the Lease shall automatically extend for one (1) additional five (5) year term ("**Initial Term**") and shall expire at midnight on the day before the fifth (5^{th}) anniversary. Unless Tenant gives Landlord written notice of its intention not to extend the Lease at least sixty (60) days prior to the end of the Initial Term or Renewal Term (as defined herein), as applicable and then in effect, and provided Tenant is not in default under the Lease, after notice and the expiration of applicable cure periods, the Lease shall automatically be extended upon the expiration of the Initial Term, or then-current Renewal Term, as applicable, for three (3) additional terms of five (5) years each (each a "**Renewal Term**"), subject to all terms and conditions of this Lease. The Initial Term and Renewal Terms shall be collectively known as the "Term."

3. **Rent**. Commencing on January 10, 2031, Tenant shall pay Landlord as rent for the Premises each year during the term of the Lease the sum of Forty-Five Thousand Dollars ($45,000.00) as Base Rent. The Base Rent shall be increased annually effective as of each anniversary of January 10, 2031 by an amount equal to four percent (4%) over the immediately-preceding year's Base Rent. All other rent terms provided in Section 3 of the Lease that were not revised by this First Amendment shall remain unchanged and in full effect.

4. **Insurance**. Section 19 of the Lease is hereby deleted in its entirety and replaced as follows:

A. Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the term of this Lease, including any renewal term:

i. Workers' Compensation insurance at statutory limits, including Employers Liability coverage with limits of $1,000,000.00 each accident/$1,000,000.00 by disease each-employee/$1,000,000.00 by disease policy limit;

ii. Commercial General Liability insurance with limits of $1,000,000.00 per-occurrence for bodily injury and property damage and $2,000,000.00 general aggregate including contractual liability, products/completed operations ($1,000,000.00 aggregate). Coverage must be written on an occurrence form;

iii. Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00 each accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles;

iv. "All-risk" property insurance insuring the Communications Facility and its appurtenant personal property for full replacement costs; and

v. Builders Risk coverage (if applicable) as follows:

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

2. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Landlord responsible for materials. The deductible shall not exceed $100,000.00.

B. With reference to the foregoing insurance requirement, Tenant shall endorse applicable insurance policies as follows:

i. Landlord shall be included as an additional insured as their interest may appear under this Lease with respect to General Liability, Automobile Liability, and Builders' Risk.

ii. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

iii. A waiver of subrogation in favor of Landlord shall be contained in the Workers' Compensation and all liability policies.

iv. All insurance policies, which include Landlord as an additional insured, must be endorsed to be primary coverage regardless of the application of other insurance.

v. Unless approved in writing by Landlord, Tenant shall place the required insurance with a current A.M. Best rating of at least A-: VII or better.

vi. Certificates of Insurance shall be prepared and executed by the authorized representative of the insurance companies.

C. Upon receipt of notice from its insurer(s), Tenant shall use commercially reasonable efforts to provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.

D. Tenant shall require any contractors and subcontractors to obtain and maintain substantially the same insurance coverage that is required of Tenant. It is the responsibility of the Tenant to assure compliance with this provision. Landlord accepts no responsibility arising from the conduct, or lack of conduct, of any contractors or subcontractors.

E. Tenant hereby releases Landlord and Landlord's property manager, if any, and their respective agents, employees, officers, directors, and partners (collectively the **"Releasees"**) from, and shall not hold Releasees liable for, any liability for bodily injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises for claims arising out of or resulting from Tenant's use and occupancy of the Premises unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Tenant for any such damage or loss to the extent Tenant is compensated or would have been compensated by the insurance which Tenant is obligated to maintain pursuant to this Section 19.

F. Tenant agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the Term, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:

i. any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, Tenants or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Landlord or its agents or employee;

ii. any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, Tenants or invitees;

iii. any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Landlord, its employees or agents, however, notwithstanding anything to the contrary in this Lease, Tenant shall not have any liability or responsibility unless caused by the acts or omissions of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, Tenants or invitees; and

iv. any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

G. Each Party hereby waives any and every claim which arises or which may arise in its favor and against the other Party hereto during the Term for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each Party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

5. <u>Performance Bond</u>. Within thirty (30) days after the Effective Date of this First Amendment, Tenant shall obtain a faithful performance bond, in the amount adequate to cover the costs to remove the Antennae Facilities and Equipment Building and all other personal property and to restore the Owned Premises as required by this Lease from a bond company duly licensed to do business in Texas in favor of Landlord (the "**Bond**"). The Bond shall secure (1) Tenant's removal of its equipment from the Premises following the expiration or earlier termination of the Lease, and (2) the recovery of any unpaid sums duly owed to the Landlord under this Lease. The Bond shall be maintained in force by Tenant throughout the Term. Tenant agrees to deliver to Landlord a copy of the Bond prior to commencement of construction activities on the Premises (or if the Lease is a renewal for a previously constructed facility, within thirty (30) days after full execution of the Lease). If Tenant fails to timely provide the Bond to Landlord, Landlord may elect to terminate this Lease upon written notice to

Tenant. Prior to the commencement of any Renewal Term, Landlord and Tenant shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If it is reasonably determined to be insufficient, Tenant shall obtain and maintain in force a Bond for such additional amount the parties mutually determine to be sufficient.

6. **Relocation**. Tenant acknowledges that the primary purpose of the Land is to serve as a valuable asset to Landlord's residents and the Landlord itself, and Tenant's use of the Land shall be subject to Landlord's paramount rights ("**Paramount Rights**") to use the real property for any and all current and future uses necessary for Landlord's municipal needs. Tenant understands and agrees that from time to time during the term, or any renewal term, Landlord may require Tenant to remove and/or relocate all or portions of the Tower and Tenant's Equipment from the Premises temporarily or permanently at Tenant's expense in order for Landlord to exercise its Paramount Rights at the Land.

A. Temporary Relocations. Landlord shall endeavor to give Tenant at least ninety (90) days prior written notice of the necessity to relocate the Tenant's Equipment and Tower for a temporary period, and will use good faith efforts to provide temporary space at the Land, or another mutually acceptable Landlord location for such temporary relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Tenant's Equipment and Tower. Tenant acknowledges that in case of emergency (as determined by Landlord in its sole discretion), the notice period for temporary relocation may be shortened. Notwithstanding any relocation or any shortened notice period, the Lease shall continue without abatement of the Rent unless Landlord is unable to provide space for temporary relocation and as a result Tenant is required to cease to operate its Tenant's Equipment and Tower for a period of more than fourteen (14) days in which event Tenant shall be entitled to an abatement of the Rent equivalent to the number of full days in excess of fourteen (14) days during which Tenant was unable to operate its Tenant's Equipment and Tower multiplied by 1/365 of the Rent applicable during such period. Landlord will calculate and refund such abatement amount without interest after the end of the temporary relocation period.

i. At the end of the temporary relocation period, Tenant shall at its cost return the relocated Tenant's Equipment and Tower to the Premises, unless the Parties mutually agree that the Tenant's Equipment and Tower may remain at the temporary location in which case the Parties shall memorialize such agreement by an amendment to the Lease. Tenant shall have a right to terminate the Lease upon thirty (30) days prior written notice to Landlord if any temporary relocation exceeds ninety (90) days, or if Landlord requires Tenant to relocate the Tenant's Equipment and Tower more than one (1) time during any renewal term.

B. Permanent Relocations. Commencing on January 10, 2031, Landlord shall have a one-time right to relocate the Tenant's Equipment and Tower or a portion thereof to a

new location upon the Land, upon at least twelve (12) months prior written notice ("**Relocation Notice**") to Tenant, and will use good faith efforts to provide another mutually acceptable Landlord location on the Land for such relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for relocating the Tenant's Equipment and Tower and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of its Tenant's Equipment and Tower. Tenant shall have a right to terminate the Lease upon ninety (90) days prior written notice to Landlord if Tenant's relocation of the Tenant's Equipment and Tower to the mutually agreeable alternative location on the Land is technically infeasible and Tenant will have twenty-four (24) months following the date Tenant received Landlord's Relocation Notice to relocate the Tenant's Equipment and Tower to a location outside of the Land. If the Lease is terminated for such reason, Landlord shall refund pre-paid and unused months of the Rent on a proportionate basis, but Tenant shall not be entitled to reimbursement or payment by Landlord of any further expenses or costs it may incur by reason of its election to terminate the Lease hereunder.

7. **Removal and Restoration**. Prior to the expiration of this Lease or within sixty (60) days of the earlier termination of this Lease, Tenant shall (1) remove all of Tenant's Equipment and Tower, both above and below ground, at its sole cost and expense and (2) repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed before January 10, 2006, reasonable wear and tear excepted, provided, however, this obligation to restore shall require restoration to a depth of five (5) feet below grade. Notwithstanding the above, prior to the expiration or earlier termination of this Lease, Landlord may retain any structures, conduits, or other improvements at the Land installed or placed by Tenant or at Tenant's direction only with Tenant's written consent. If Tenant fails to remove its Tenant's Equipment and Tower and restore the Premises as required by this Section, Tenant shall be obligated to pay to Landlord holdover rent for its continued occupancy from the termination date or expiration of this Lease until Tenant completes its removal and restoration obligations of this Section, and the Landlord may complete or cause to be completed the work, and Tenant shall reimburse the Landlord for such invoiced costs within thirty (30) days of receipt.

8. **Notices**. Section 24 of the Lease is hereby deleted in its entirety and replaced as follows:

   All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

   If to Landlord: City of Laredo
   Information Services and Telecommunications
   Attn: Mimi Jacaman
   1102 Bob Bullock Loop

Laredo, Texas 78043

With a Copy to: Best Best & Krieger LLP
Attn: Mr. Gerard Lavery Lederer
2000 Pennsylvania Avenue, NW
Suite 5300
Washington, DC 20006

If to Tenant: SBA Steel LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: TX47911-A / International - McPherson

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

10. **Signatures Required; Counterparts**. This First Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or Landlord-approved electronic means have the same force and effect as the use of a manual signature.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the later day and year first written below.

"**LANDLORD**"

The City of Laredo

By: _____

Joseph Neeb, City Manager

Date: _____

Approved as to Form:
Doanh "Zone" T. Nguyen

_____

By: Rodolfo Morales, III
Assistant City Attorney

"**TENANT**"

SBA Steel LLC, a Florida limited liability company

By: _____

Print Name: Joshua Koenig

Its: Executive Vice President and General Counsel

Date: _____

October 20, 2008

CITY OF LAREDO
PO BOX 579
LAREDO, TX 78042

Dear CITY OF LAREDO:

Re: Lease Agreement dated January 10, 2006, by and between CITY OF LAREDO ("Landlord") and Texas Telecommunications, LP, demising certain real property located in the County of WEBB, Texas ("Property")
Site Name: International/Mcpherson; Site Number: TX2099

Effective September 23, 2008, TowerCo Assets LLC ("TowerCo"), acquired the above referenced tower. This letter is your written notification of the assignment from Texas Telecommunications, LP to TowerCo.

Our records indicate that the Lease Commencement Date was January 10, 2006. Please indicate on the attached Landlord Information Form if this date is not correct.

We have been informed by Sprint that you have been paid through January 9, 2009. You will receive your annual payment as scheduled on January 10, 2009. In the event that you receive your payments through direct deposit, your banking information will be transferred from Sprint and will be processed over the next few pay cycles. You will not need to complete a new direct deposit form.

In an effort to ensure efficient communication with property owners and to verify our Landlord database, we ask that you take a moment to complete the attached forms and forward the completed forms to our office:

TowerCo
Attn: Property Management
5000 Valleystone Drive
Cary, NC 27519
Main Number: (919)469-5559 or (866)460-5559
Fax Number: (919)469-5530

We thank you for your cooperation and look forward to doing business with you.

Sincerely,

Jennifer A. Courtemanche
Director Lease Accounting
TowerCo

Enc.

RECEIVED
OCT 31 2008
City of Laredo
Department of Community Development

TowerCo

5000 Valleystone Dr.
Cary, NC 27519
919.469.5559
919.469.5530
info@towerco.com
www.towerco.com

LAR204

GROUND LEASE

THIS LEASE entered into as of this 10th day of January, 2006, by and between the City of Laredo, a municipal corporation ("Landlord"), and Alamosa Properties, L.P., a Texas limited partnership. ("Tenant")

Background

A. Landlord is the owner in fee simple of a parcel of land that includes the property located at 8711 McPherson Street and being in the city limits of Laredo, Webb County, Texas and described on the attached Exhibit A.

B. Tenant is in the communications business and desires to lease the Premises described below from Landlord to construct on such Premises an equipment building and self-supporting type tower ("Tower") more fully described in Exhibit B for the purpose provide cell services and for co-locations, if approved by Landlord, provided however that such approval shall not be unreasonably withheld, conditioned or delayed, and related equipment building for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Leased Premises**. Landlord leases to Tenant and Tenant leases from Landlord the real property legally described on the attached Exhibit A (the "Land") together with a non-exclusive easement for vehicular and utility ingress and egress over the real property legally described on the attached Exhibit B (the "Access Easement"). The Land and Access Easement are collectively referred to as the "Premises."

This lease is not a franchise pursuant to Texas Transportation. Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Landlord.

2. **Term and Renewals**. The initial term of this License shall be five (5) years (the "Initial Term"), commencing on January 10, 2006 (the "Commencement Date") and ending January 9, 2011. Provided Tenant is not then in default under this Lease, Tenant may renew the term of this Lease for four (4) successive renewal terms of five (5) years by Tenant notifying Landlord at least one hundred twenty (120) days prior to expiration of the current term of the Lease.

3. **Rent.**

a. Tenant shall pay Landlord as rent for the Premises each year during the term of this Lease the sum of fifteen thousand dollars ($15,000.00) as Base Rent. Tenant shall pay Base Rent for the first year on the Commencement Date, and Tenant shall pay Landlord the Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased each year as described hereafter.

b. Any amounts not paid within five (5) business days of when due shall bear interest until paid at the rate of twelve percent (12%) per annum.

c. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to five percent (5%) over the immediately preceding year's Base Rent.

d. If this Agreement is terminated by the Landlord at a time other than on the last day of the term year, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than non-payment of Rent; all prepaid Rents shall be refunded to the Tenant. If this Agreement is terminated by the Tenant at any time other than on the last day of the original term or renewal term, the Tenant shall forfeit any rent paid for the year in which the Agreement is terminated, plus twenty percent (20%) of any rent that would be due to the Landlord for the remainder of the Original or any Renewal Term.

e. Base Rent, any additional rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. **Use of Premises**. Tenant shall use the Premises for the construction and operation of the Tower, and Tenant has the right to install, maintain and operate radio communications facilities, including without limitation utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures ("Tenant's Equipment") and any other use that is incident thereto and for no other purpose. Tenant shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

5. **Tenant Improvements**.

a. Tenant may improve the Premises by constructing the Tower, and equipment buildings, and ancillary support facilities (including, without limitation, improvements for ingress and egress and utility service to the land across the Access Easement) on the Premises. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld, conditioned or delayed. All improvements shall be constructed in a workmanlike

manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

b. The Tower and Tenant's Equipment shall remain the personal property of Tenant and are not fixtures Tenant shall, remove the Tower upon termination of the Lease. All other alterations, improvements and structures located or constructed on the Premises (except for Tenant's Equipment and trade fixtures), shall become the property of Landlord upon termination of the Lease, except that Landlord may, by written notice to Tenant, require Tenant to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements, which are not removed within one hundred eighty (180) days following termination of the Lease term, shall become the property of Landlord, at Landlord's option or Landlord may remove Tower and equipment after 180 days following termination and recover all expenses incurred in doing so.

6. Use by Other Providers

a. Upon the written request of any telecommunications provider(s), Tenant will in good faith evaluate each request and sublease available space on the Tower to other qualified telecommunications providers ("Other Providers") in accordance herewith. Landlord agrees to cooperate, as necessary, with Tenant and the Other Providers regarding the right to use and construct such ancillary buildings or facilities on the Premises as may be reasonably necessary and available for use in connection with the communications operations of the Other Providers.

b. Tenant shall be entitled to charge any Other Provider such rent and enter into a lease on such terms as Tenant and the Other Provider may agree upon. Tenant shall negotiate in good faith with any Other Provider to arrive at a mutually agreeable rental rate and terms. The lease shall be for a market rate and on market terms. Notwithstanding anything contained in this paragraph, Tenant shall not be required to lease to an Other Provider if the use by the Other Provider would (i) interfere with the use of the Tower by Tenant or any other existing user on the Tower or (ii) fail to conform to the loading and other engineering limitations of the Tower.

c In addition to the rent payments due Landlord pursuant to Section 3 above, the Tenant shall pay the Landlord additional rental fees as other users collocate facilities on the Premises. Tenant shall pay Landlord an amount equal to:

(i) From the First Collocation Tenant (Second user): Landlord shall receive Fees equal to the greater of $ $7,500.00 year or twenty five percent (25%) of the annual gross receipts from collocation received by Tenant.

(ii) From the Second Collocation Tenant (Third user): Landlord shall receive Fees equal to the greater of $8,250.00 or thirty three percent (33%) of the annual gross receipts from collocation received by Tenant.

(iii) From all other Collocation Tenants (Fourth and greater users): Landlord shall receive initial Lease Fees equal to the greater of S9,075.00 year or fifty percent (50%) of the annual gross receipts from collocation received by Tenant.

d. Tenant shall permit Landlord to co-locate its telecommunications equipment on the Premises in accordance with installation and construction drawings and at a height approved by Tenant, such approval not to be unreasonably withheld provided:

(i) Landlord equipment does not interfere with the Tenant's operations;

(ii) Landlord reimburses Tenant for any reasonable expenses it incurs as a result of Landlord's equipment.

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

8. **Signs/Graffiti.** Tenant may place signs on the Premises subject to applicable governmental regulations; however, Tenant shall first obtain the Landlord's written consent to design, size and location, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein; provided, however, Landlord (i) shall allow only RF personnel or other properly trained individuals to enter the Premises, (ii) acknowledges and assumes all the risk associated with such entry, and (iii) Landlord agrees to abide by Tenant's site safety rules. Tenant shall reimburse Landlord all reasonable costs incurred by Landlord in connection with such abatement or removal within 30 days of Landlord's presenting Tenant with a statement of such costs.

9. **Taxes.** Tenant shall pay all personal property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made to the proper taxing authority and evidence of all such payments shall be provided to Landlord, within ten (10) days after Landlord's request for such evidence of payment. Landlord grants to Tenant, its employees, agents and subcontractors twenty-four (24) hours per day, seven (7) days per week use of the Access Easement as herein defined in paragraph 1 of the Lease.

10. **Maintenance**. Tenant shall, at its own expense, maintain the Premises and all personal improvements, equipment and other personal property on the Premises in good working order, condition and repair, including without limitation, in compliance with the applicable tower lighting, painting and registration requirements of Part 17 of the FCC's Rules, 47 C.F.R., Part 17. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

11. **Access**. Upon forty-eight hours prior notice to Tenant Landlord and its agents shall have the right to enter the Premises to examine and inspect the Premises; provided, however, Landlord (i) shall allow only RF personnel or other properly trained individuals to enter the Premises, (ii) acknowledges and assumes all the risk associated with such entry, and (iii) Landlord agrees to abide by Tenant's site safety rules.

12. Utilities. Tenant shall be responsible for obtaining any utility service to the Premises that it desires. Tenant shall pay when due all charges for utilities to the Premises during the term of the Lease.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

14. Governmental Approvals. This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary, in addition to Tenants satisfaction with the results of title, environmental, geotechnical and RF engineering studies. This contingency shall be deemed waived ninety (90) days after the date of this Lease unless Tenant provides Landlord written notice within the ninety (90) day period that it is terminating the Lease in light of its inability to obtain necessary approvals.

15. Default and Landlord's Remedies.

a. It shall be an event of default if Tenant fails to make any payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days after Tenant's receipt of written notice from Landlord specifying the deficiency; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises without paying rent; or if Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors. If a non-monetary default may not reasonably be cured within a 30 day period, this lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the reasonable costs of such reletting); and (iii) any other reasonable amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease; provided, however, nothing contained herein shall in any way limit Landlord's duty to mitigate its damages, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay

Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

16. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

17. Damage or Destruction.

a. If the Tower or any portion thereof is destroyed or damaged so as to materially hinder effective use of through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove all property from the Premises and the parties shall proceed as set forth in 5b above.

b. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

18. Condemnation. In the event the entire Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation or diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

19. Insurance and Indemnity –

a Tenant shall at Tenant's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

1. Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of $500,000;

2. Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than $2,000,000 combined single limit; and

3. "All-risk" property insurance insuring the Tenants Equipment and its appurtenant personal property for full replacement costs.

All policies shall be written by an insurer acceptable to Landlord licensed to do business within the State where the Premises are located and shall provide a thirty (30) day notice of cancellation to Landlord. Such insurance shall name Landlord, Landlord's property manager, and Manager as additional insureds. All policies, including any renewals thereof, must specify that such coverage shall not be canceled or materially changed without a minimum of thirty (30) days prior written notification to Manager and Landlord.

b Tenant shall require that its contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that the following insurance is maintained:

1. Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than $1,000,000 combined single limit.

2. Commercial Liability Insurance with minimum limits no less than $1,000,000 combined single limit and Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by or on behalf of Tenant.

3. Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of $500,000.

4. Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by Landlord.

All policies shall name Landlord and as additional insured, and all shall contain a thirty (30) day written notice of cancellation to Landlord. Landlords Agents and Employees are part of Landlord but will not be named.

c Except to the extent caused by or attributed to the negligence or willful misconduct of Landlord, its employees, agents or servants Tenant hereby releases Landlord and its employees (Releasees) from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises.

d Except to the extent caused by or attributable to the negligence or willful misconduct of Landlord, its employees agents or servants, Tenant agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses

(including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:

1. Any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Antenna Facilities, except if such work or act is done or performed by Landlord or its agents or employee;
2. Any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;
3. Any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Landlord, its employees or agents; and
4. Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

e Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Landlord or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of Tenant, its employees, agents or independent contractors.

f Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

20. Hazardous Substance Indemnification.

a. Tenant represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in

effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

b. Landlord represents, warrants and agrees (1) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substances on, under, about or within the Land in violation of any law or regulation, and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Substances on, under, about or within the Land in violation of any law or regulation.

c. Landlord and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph.

21. **Holding Over**. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and a half times the rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable. Nothing contained herein shall grant Tenant the right to holdover after the term of this Agreement has expired."

22. **Termination.** This Lease may be terminated by Tenant immediately upon giving written notice to Landlord if Tenant cannot obtain all governmental certificates, permits, licenses or other approvals (collectively, "Approval") required and/or any easements required from any third party; any Approval is canceled, terminated, expired or lapsed; Landlord fails to deliver any required non-disturbance agreement or subordination agreement; Landlord breaches a representation or warranty contained in this Lease; Landlord fails to have proper ownership of the Premises and/or authority to enter into this Lease; or Tenant determines that the Premises contains Hazardous Substances; or by Tenant without penalty, upon 90 days written notice for any reason, or no reason at all.

23. **Estoppel Certificate**. Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

24. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:	City of Laredo 1110 Houston Laredo, Texas 78040 Attn: Legal Counsel and Telecommunications Director
With a copy to:	Gerard Lavery Lederer,Esq Miller & Van Eaton, P.L.L.C. 1155 Connecticut Avenue, N.W. Suite 1000 Washington, D.C. 20036-4306
If to Tenant:	Alamosa Properties, L.P. P.O. Box 64840 Lubbock, Texas 79464-4840 Attn: Kelly Alderman, Leasing Administrator Tel: 806-722-2822
With a copy to:	Steven A. Portnoy, Attorney at Law 15851 N. Dallas Parkway-Suite 500 Addison, Texas 75001 Tel: (972) 308-8510

25. Assignment and Subletting.

a Tenant may assign this License and its other rights hereunder (including, without limitation its right to renew) or sublet the Premises or any portion thereof, to any person or business entity which is an "affiliate" of Tenant without the prior consent of Landlord. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Tenant, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Tenant, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Tenant, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Tenant, or (iv) an entity which purchases substantially all of the assets of Tenant, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Tenant.

b Tenant may not otherwise assign or sublet this License without Landlord's consent, which consent may be withheld or delayed in Landlord's sole discretion except in connection with an assignment as collateral to secure a loan from a bona fide third party lender obtaining such assignment as part of a larger collateral pool. In the event such consent is unreasonably withheld or delayed, Tenant may immediately terminate this License upon written notice to Landlord thereof. Any assignment consented to by Landlord in its sole discretion shall not operate to release the

assigning Tenant from its liabilities and obligations arising hereunder; provided, however, that an assignment of this License to an entity having a net worth of $50,000,000 or more (or to an entity providing a guaranty in Landlord's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Tenant hereunder.

c Tenant shall to be permitted to sublicense portions of the Premises subject to the terms of this Agreement, including but not limited to Section 6 above regarding payment to Landlord and Section 28 below regarding interference.

26. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

27. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to the Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Texas.

d. The prevailing party in any action or proceeding in court to enforce the terms of this Lease shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

e. Landlord and Tenant each represent that they have not been represented by a real estate broker or other listing agent in this transaction. Each party ("Indemnifying Party") shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other leasing agent claiming to have represented the indemnifying Party herein.

f. To the extent permitted by law, Landlord hereby waives any and all lien it has or may have, statutory or otherwise, concerning the improvements to be constructed by Tenant on the Premises, regardless of whether or not same is deemed real or personal property under applicable law.

g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

h. If requested by Tenant, Landlord agrees promptly to execute and deliver to Tenant a recordable memorandum of this Lease; Landlord acknowledges that any Mortgagees of Tenant in order to protect such Mortgagee's interests in

this Lease and Tenant's property, may file or record such documentation as is normal and is customary in order to protect the interest of such Mortgagees.

i. Landlord and Tenant mutually agree that the venue for any and all legal proceedings or actions regarding this lease agreement shall be in Webb County, Texas.

28. Interference. Landlord shall not use, nor shall Landlord permit its Tenants, licenses, invitees, or agents to use any portion of adjacent real property owned by Landlord in any way which interferes with the wireless communications operations of Tenant. Such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall have the responsibility to terminate such interference. In the event any such interference does not cease or is not promptly rectified, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Landlord.

THIS LEASE was executed as of the date first set forth above.

LANDLORD:

CITY OF LAREDO

By: _____
Larry Dovalina
Its City Manager

By: _____
Gustavo Guevara
Its City Secretary

APPROVED AS TO FORM

Jaime Flores
City Attorney

_____
By: V. Melissa Saldana
Assistant City Attorney

TENANT:

Alamosa Properties, L.P., a Texas limited partnership

By: _____

Title: Fazal M. Bacchus - Vice President

2/16/06

STATE OF TEXAS)(

COUNTY OF WEBB)(

Before me, the undersigned, A Notary Public in and for said County and State, on this the ____ day of _____, 2006, personally appeared _____, to me known to be the identical person who subscribed the name of City of Laredo to the foregoing Lease as its _____, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:

_____

STATE OF Kansas

COUNTY OF Johnson

On February 16, 2006, before me, Lori L Huffman, Notary Public, personally appeared Fazel M Bacchus, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lori L Huffman
NOTARY PUBLIC
State of Kansas

Lori L Huffman
Notary Public

My commission expires: 7-2-08

EXHIBIT A
DESCRIPTION OF LAND

To the Lease entered into as of this 10th day of January, 2006, by and between the City of Laredo, a municipal corporation ("Landlord"), and Alamosa Properties, L.P., a Texas limited partnership ("Tenant").

The Land is described and /or depicted as follows:

PARENT TRACT LEGAL DESCRIPTION:
A 1.00 acre tract of land situated in Parcion 23, Abstract 283, Leonardo Sanchez Original Grantee (Exhibit "A") Deed recorded in Volume 1341, Page 562, Deed Records of Webb County, Texas, Beginning at a ½" iron pin set in West Line of lot 7, Northridge Subdivision Unit 1, according to plat recorded in Volume 4, Page 54 and 55, Plat Records of Webb County, Texas, said point of Beginning being S 22 degrees 46' 00" E, a distance of 219.54 feet along the West line of said subdivision, from its Northwest corner, being the Northwest corner of Lot 10; Thence S 22 degrees 46' 00" E, a distance of 208.71 feet, along the West line of said subdivision and the East line of the tract, to a ½" iron pin for its Southeast corner; Thence S 67 degrees 14' 00" West, a distance of 208.71 feet along the South line of this tract, to a ½" iron pin found in the East line of McPherson Road for the Southwest corner of this tract; Thence N 22 degrees 46' 00" W, a distance of 208.71 feet, along the East right-of-way line of McPherson Road, to a ½" iron pin found for the Northwest corner of this tract; Thence N 67 degrees 14' 00" E, a distance of 208.71 feet, along the North line of this tract, to the Point of Beginning and containing 1.000 acre of land.

EXHIBIT B
DESCRIPTION OF PREMISES

To the Lease entered into as of this 10th day of January, 2006, by and between the City of Laredo, a municipal corporation ("Landlord"), and Alamosa Properties, L.P., a Texas limited partnership ("Tenant").

The Land is described and /or depicted as follows:

PARENT TRACT LEGAL DESCRIPTION:
344 Square feet out of a 1.00 acre tract of land situated in Parcion 23, Abstract 283, Leonardo Sanchez Original Grantee (Exhibit "A") Deed recorded in Volume 1341, Page 562, Deed Records of Webb County, Texas, Beginning at a ½" iron pin set in West Line of lot 7, Northridge Subdivision Unit 1, according to plat recorded in Volume 4, Page 54 and 55, Plat Records of Webb County, Texas, said point of Beginning being S 22 degrees 46' 00" E, a distance of 219.54 feet along the West line of said subdivision, from its Northwest corner, being the Northwest corner of Lot 10; Thence S 22 degrees 46' 00" E, a distance of 208.71 feet, along the West line of said subdivision and the East line of the tract, to a ½" iron pin for its Southeast corner; Thence S 67 degrees 14' 00" West, a distance of 208.71 feet along the South line of this tract, to a ½" iron pin found in the East line of McPherson Road for the Southwest corner of this tract; Thence N 22 degrees 46' 00" W, a distance of 208.71 feet, along the East right-of-way line of McPherson Road, to a ½" iron pin found for the Northwest corner of this tract; Thence N 67 degrees 14' 00" E, a distance of 208.71 feet, along the North line of this tract, to the Point of Beginning and containing 1.000 acre of land.

EXHIBIT B CONT.
DESCRIPTION OF PREMISES

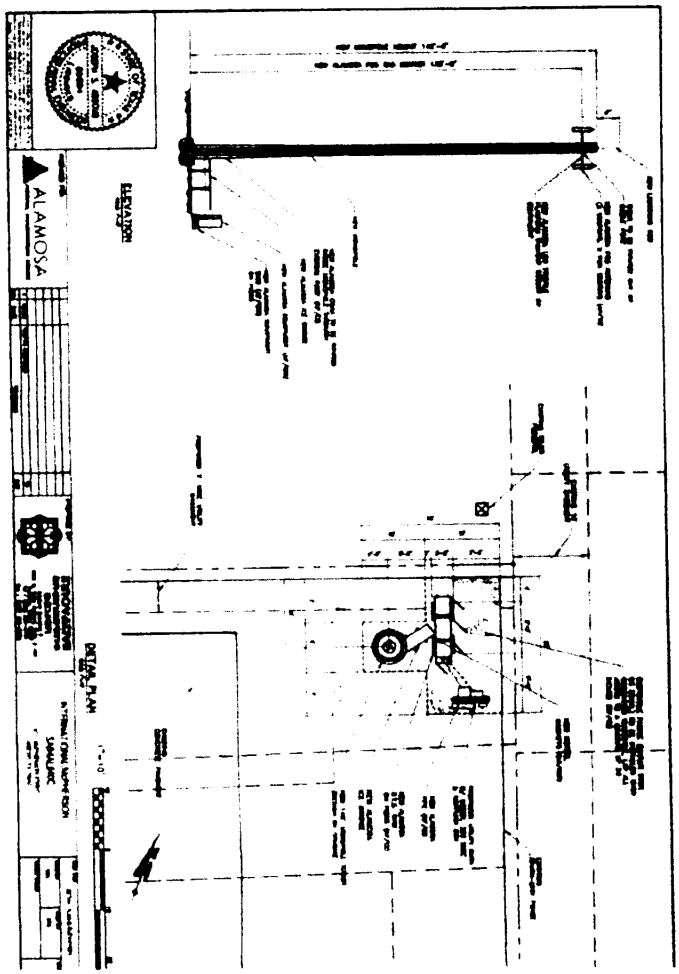
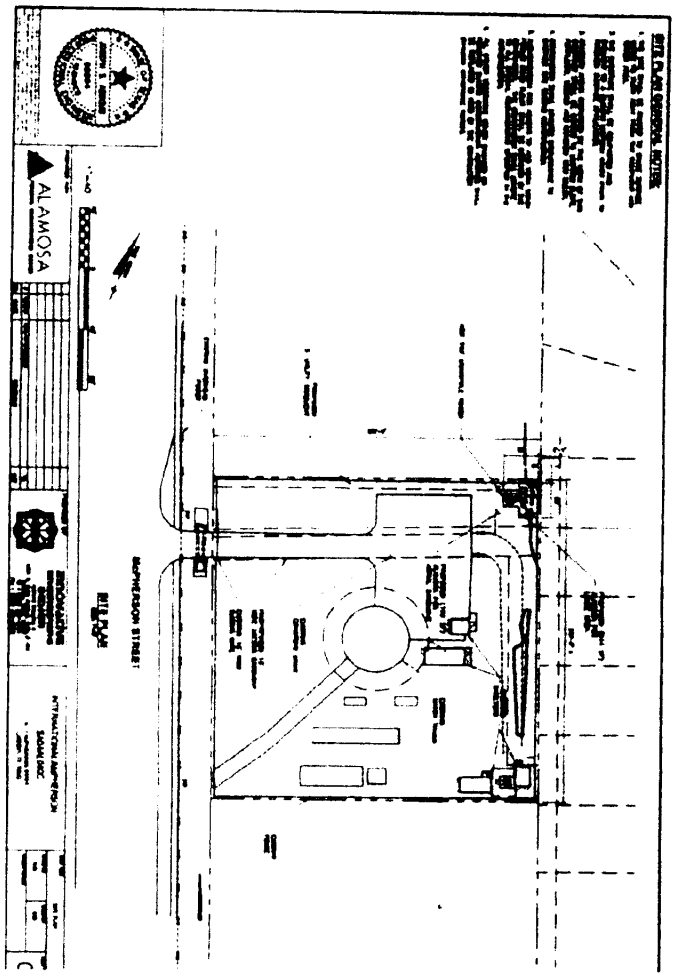


EXHIBIT B CONT
DESCRIPTION OF PREMISES



COUNCIL COMMUNICATION

DATE: 02/02/26	**SUBJECT: ORDINANCE NO. 2026-O-17** Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement ("First Amendment") by and between the City of Laredo ("Landlord"), a Texas municipality and SBA Steel LLC, a Florida limited liability company ("Tenant"), dated January 10, 2006 for the construction of a 140" self-supporting tower and equipment building for the purpose of providing cellular services; and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing January 10, 2031; with an additional three (3) five (5) year terms. Rent shall increase from $39,799.00 to $45,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.

INITIATED BY:	**STAFF SOURCE:**
Steve E. Landin, Assistant City Manager	Jose C. Rivera Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: Lease was approved by city council on January 9. 2006. Introductory reading of this ordinance was approved on 1/20/26.

BACKGROUND: Landlord and Tenant entered into a Ground Lease dated January 10, 2006, whereby Landlord leased to Tenant ground space at the McPherson Water Tower located at 8711 McPherson, Laredo, Webb County, to construct on said premises an equipment building and a 140" self-supporting type tower for the purpose of providing cellular services; and related equipment for use in connection with its communications business. Tenant desires to amend lease to extend the term for an additional four (4) five year terms effective January 10, 2031 so that the tower can be marketed to other carriers on a long term basis. Lease agreement includes revenue share clause. Signing bonus of $25,000 will be paid upon effective date.

Landlord and Tenant agree and acknowledge that Tenant's rent shall increase to $45,000.00 per year commencing on January 10, 2031 and shall thereafter increase by 4% each year.

All other terms and conditions of the Lease remain in full force and effect.

FINANCIAL IMPACT: Rent increase from $39,799.00 to $45,000.00 to be credited to General Fund line item 101-0000-311-1060.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
N/A	Staff recommends approval.

ORDINANCE 2026-O-17

Authorizing the City Manager to execute a First Amendment to Lease Agreement ("First Amendment") by and between the City of Laredo ("Landlord"), a Texas municipality and SBA Steel LLC, a Florida limited liability company ("Tenant"), dated January 10, 2006 and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing January 10, 2031; with an additional three (3) five (5) year terms. Rent shall increase from $39,799.00 to $45,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.

WHEREAS, Landlord and Tenant entered into a Ground Lease dated January 10, 2006, whereby Landlord leased to Tenant ground space at the McPherson water Tower located at 8711 McPherson, Laredo, Webb County, to construct on said premises and equipment building an a 140" self-supporting type tower for the purpose of providing cellular services; and related equipment for use in connection with its communications business.

WHEREAS, Tenant desires to amend the Lease to extend the term for an additional four (4) five (5) year terms effective January 10, 2031.

WHEREAS, Landlord and Tenant agree and acknowledge that Tenant's rent shall increase from $39,799.00 per year to $45,000.00 per year commencing on January 10, 2031 and shall thereafter increase by 4% each year. All other terms and conditions of the Lease remain in full force and effect.

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

Section 1. Authorizing the City Manager to execute a First Amendment to Lease Agreement ("First Amendment") by and between the City of Laredo ("Landlord"), a Texas municipality and SBA Steel LLC, a Florida limited liability company ("Tenant"), dated January 10, 2006 and attached hereto; to extend the term of the lease one (1) additional five (5) year term commencing January 10, 2031; with an additional three (3) five (5) year terms. Rent shall increase from $39,799.00 to $45,000.00 per year with a four (4) percent escalation; all other terms and conditions remain in full force and effect.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF FEBRUARY 2, 2026.

_____
By: Dr. Victor D. Trevino
MAYOR

ATTEST:

_____
By: Mario Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:

Doanh “Zone” T. Nguyen
CITY ATTORNEY

_____
By: Rodolfo Morales, III
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 19.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 15, Article VI, Section 78, Definitions, of the Code of Ordinances, by redefining “Bar”; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.5:** Strengthen public health systems, governance, and regulatory consistency.
- **Policy 7.5.1:** Ensure City ordinances and regulations are clear, consistent, and aligned across codes to support effective implementation and enforcement.
- **Goal 6.1:** Promote safe and orderly development that protects public health, safety, and quality of life.
- **Policy 6.1.3:** Maintain consistency between land use regulations and public safety ordinances.

Summary of alignment: This ordinance aligns with the Viva Laredo Comprehensive Plan by ensuring regulatory clarity and consistency across the City’s Code of Ordinances and the Land Development Code. By standardizing the definition of “Bar,” the City improves enforcement, reduces ambiguity, and supports coordinated land use, public safety, and health-related decision-making. These updates reinforce the Plan’s goals of effective governance, orderly development, and a regulatory framework that protects public health, safety, and overall quality of life.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo seeks to align to definition of “Bar” in Chapter 15 of the Code of Ordinances with the definition of “Bar” listed in the Land Development Code and it is necessary that there is consistency amongst all definitions within the codes that pertain to the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2026-O-26

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 15, ARTICLE VI, SECTION 78, DEFINITIONS, OF THE CODE OF ORDINANCES, BY REDEFINING "BAR"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City seeks to align to definition of "Bar" in Chapter 15 of the Code of Ordinances with the definition of "Bar" listed in the Land Development Code; and

WHEREAS, it is necessary that there is consistency amongst all definitions within the codes that pertain to the City of Laredo.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 15, Article VI, is hereby amended as follows:

15-78 Definitions

~~(1)[Bar means any area devoted to the serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the serving of alcoholic beverages. Although a restaurant may contain a bar, the term "bar" shall not include the dining area.]~~

(1) Bar means an establishment whose primary business is the serving of alcoholic beverages for public consumption on the premises whether or not entertainment, dancing, or food items are also provided. For purposes of this definition, "primary business" means the establishment derives more than fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premises consumption. This definition does not include bona fide restaurants, hotels, motels, or sports related facilities such as golf courses, bowling alleys or sports arenas, or the serving of alcoholic beverages at publicly or privately sponsored events such as weddings, public celebrations, quinceañeras, or the like.

(2) *Business* means any sole proprietorship, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional offices where legal, medical, dental, engineering, architectural, or other professional services are delivered.

(3) *Child care facility* means any licensed nursery, day care center, preschool, or other facility engaged in the practice of providing care for children. A private residence is not a child care facility, except during those hours and in those portions of the residence when it is being used as a business for the purpose of providing care for children.

(4) *Dining area* means any area containing a counter, booths or tables upon which food is served.

(5) *Educational facility* means any day care center, nursery school, elementary school, middle school, junior high school, senior high school, vocational school, special education center, college or university.

(6) *Electronic smoking device (ESD)* means any electronic device that delivers vaporized or aerosolized substances to the user, including but not limited to e-cigarettes, e-cigars, e-hookahs, vape pens, and other similar devices, regardless of whether they contain nicotine or are marketed for the use of any substance.

(7) *Employee* means any person who is employed in consideration for monetary compensation or profit.

(8) *Employer* means any person, partnership, corporation, association or other entity that employs one or more persons.

(9) *Enclosed area* means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways) that extend from floor to ceiling where smoking is not permitted.

(10) *Health care facility* means any office or institution providing individual care or treatment of diseases, whether physical, mental or emotional, or other medical, physiological or psychological conditions.

(11) *Food establishment* means any area which prepares meals or serves food or beverages, regardless of whether or not the establishment provides seating or facilities for on-premises consumption. The term includes, but is not limited to: restaurants, coffee shops, cafeterias, short-order cafes, fast-food establishments, luncheonettes, lunchrooms, soda fountains, food carts, food-vending vehicles, and catering establishments but shall not include any portion of that establishment that constitutes a "bar".

(12) *Place of employment* means any enclosed indoor area under the control of the employer to which employees have access during the course of employment, including but not limited to work areas, employee lounges, employee restrooms, conference rooms, and employee cafeterias; as well as, a minimum of ten (10) feet from the entrance to the establishment. A private residence

is not a "place of employment" unless it is used as a child care or health care facility as defined herein.

(13) *Private place* means any enclosed area to which the public is not invited or in which the public is not permitted, including, but not limited to, personal residences, private social clubs or personal automobiles. A privately-owned business, open to the public, is not a "private place."

(14) *Public place* means any enclosed indoor area in which the public is permitted or that may be used by the general public and includes, but is not limited to, banks, stores, offices and other commercial establishments, restaurants, public and private institutions of higher education, and child care and health care facilities. A private residence is not a "public place".

(15) *Restaurant* means any coffee shop, cafeteria, food stand, private- and public-school cafeteria, and any other eating establishment that gives or offers for sale food to the public, guests or employees, except that the term "restaurant" shall not include a "bar" as defined herein.

(16) *Service line* means any indoor or outdoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

(17) *Smoking* means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant or other combustible substance in any manner or any form. Smoking also includes the use of electronic smoking devices (ESDs) as defined herein.

(18) *Sports arena* means any enclosed or unenclosed sports pavilion, gymnasium, health spa, swimming pool, roller or ice rink, bowling alley, boxing arena, tennis courts, and any other similar public place where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events, including, but not limited to, the following activities: baseball, football, basketball, hockey, soccer, tennis, boxing, swimming, wrestling, volleyball, gymnastics, handball, weightlifting, martial-arts-related sports, rodeo or track and field games.

(19) *Tobacco specialty retail shop* means any freestanding retail store or retail store equipped with a heat-ventilation-air conditioning system or contrivance for introducing fresh air or expelling foul air sufficient to keep adjoining businesses from being affected by smoke or its related odors utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 20.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 8.6 acre tract, as further described by metes and bounds in attached “Exhibit A”, located north of Penn Street and west of Riverside Drive, from AG (Agriculture District) to M-1 (Light Manufacturing District).

ZC-001-2026
District VII

Council District: District 7 **Zone Case:** ZC-001-2026

Letters sent to property owners: 16

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-001-2026

Comprehensive Alignment

---

1. Level of Alignment

☑ **Strong** – Directly supports and fulfills clearly stated, verbatim goals and policies of the Viva Laredo Comprehensive Plan related to industrial land supply, freight mobility, and truck parking associated with international trade and logistics.

---

2. Supporting Goal(s) / Policy(ies)

Industrial Lands

Goal 1.5 (Land Use Patterns – Industrial Lands):

"**The regional economy depends on manufacturing and the storage and transportation of goods crossing the border. The City of Laredo will designate ample land that is well-suited for industrial facilities and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 12.6

Relevance:
The proposed rezoning directly designates land for an industrial-support use (trailer parking and storage), which is explicitly tied to the storage and transportation of goods crossing the border.

Policy 1.5.1:

"**Encourage the development of new industrial areas and the redevelopment of existing older or marginal industrial areas.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 12.6

Relevance:
The subject property is vacant, undeveloped land surrounded by existing industrial and logistics uses. Rezoning facilitates development of a new industrial-support area consistent with surrounding land use patterns.

Policy 1.5.6:

"**Encourage the development of overnight parking facilities within or close to the industrial lands that includes restrooms and showers for truck drivers waiting for their next shift.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 12.6

Relevance:
The proposed trailer parking and storage use directly implements this policy by providing truck-related parking capacity in proximity to established industrial and freight corridors.

Commercial Transport & Freight Mobility

Goal 4.15:

"**Enable the safe and efficient movement of goods via rail, truck, and air. A reduction of the impacts of rail and truck operations on adjacent neighborhoods and sensitive lands is also important.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 4.85

Relevance:
Formal trailer parking within an industrial zoning district reduces informal truck parking along roadways or near non-industrial areas, supporting safer and more efficient freight movement.

Application of Viva Laredo to Zoning Decisions

Policy 1.7.2:

"**Decisions on rezoning requests will be made in accordance with Viva Laredo and in accordance with all requirements of city and State law.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 12.7

Relevance:
The rezoning action directly implements Viva Laredo's industrial land and freight-support policies and does not conflict with adopted plan guidance, even though the Future Land Use Map currently shows Agricultural/Rural.

---

3. Summary of Alignment

The proposed rezoning from **AG (Agricultural)** to **M-1 (Light Manufacturing)** for trailer parking and storage demonstrates **strong alignment** with the Viva Laredo Comprehensive Plan. The Plan explicitly recognizes that Laredo's economy depends on **manufacturing, logistics, and the storage and transportation of goods crossing the border** and calls for the **designation of adequate industrial land** to support these functions (Goal 1.5).

Most notably, **Policy 1.5.6** directly supports the development of truck and trailer parking facilities near industrial lands—an unusually specific and verbatim match to the proposed use. The rezoning also advances **freight mobility objectives** under Goal 4.15 by improving the management of truck operations and reducing spillover impacts on non-industrial areas.

While the Future Land Use Map identifies the area as Agricultural/Rural, Viva Laredo explicitly states that land use designations are subject to change as the city grows, and rezoning decisions are to be evaluated based on their consistency with adopted goals and policies (Policy 1.7.2). Given the surrounding industrial context and the Plan's strong emphasis on logistics and trade-support infrastructure, the rezoning is policy-consistent.

Relevant broader planning themes supported include **economic development**, **freight mobility**, **public safety**, and **regional trade competitiveness**.

City Council-Regular Meeting

Date: 2/02/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Armand Javier Juarez, Owner; and Francisco Ramos, Applicant and Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT
2026-O-09 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 8.6 acre tract, located north of Penn Street and west of Riverside Drive, from AG (Agriculture District) to M-1 (Light Manufacturing District).

ZC-001-2026
District VII

PREVIOUS COUNCIL ACTION
On January 20,2026, City Council made a motion to introduce the item.

BACKGROUND

Council District: VII – Vanessa Perez

Proposed use: The proposed use is for Trailer Parking and Storage.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Island Street, Yarda Gonher Tx (import export company), Grupo RYT Importaciones (importer), Altezza Events (banquet hall), and vacant undeveloped land. To the east of the site Riverside Drive, is IMC Recycling Inc. (junkyard), Optimus Translog Services (transportation service), Guerros Tire Shop (car repair and maintenance service), and Laredo Job Corps Center. To the south of the site is Penn Street, Transportation Services (trucking company), and Cabral Yard (transportation service). To the west of the site is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agricultural/Rural.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Riverside Drive as an Industrial Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 16 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION
Staff **supports** the zone change for the following reasons:

1. The proposed site meets the minimum lot area requirement of 9,000 square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 8.63 acres (1 acre = 43,560 feet).
2. There is predominately M-1 zoning to the east and south of the site.
3. The proposed use is compatible with the area since there are similar uses to the east and south of the site, such as trucking transportation services.
4. The proposed zoning will not create an isolated zoning district.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No, there are industrial uses to the east of the site such as trucking transportation services.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zoning will not create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for trailer parking and storage as intended by the applicant.

Attachments

Comp Plan Alignment

Maps

Survey, Metes, & Bounds

Zone Change Signage

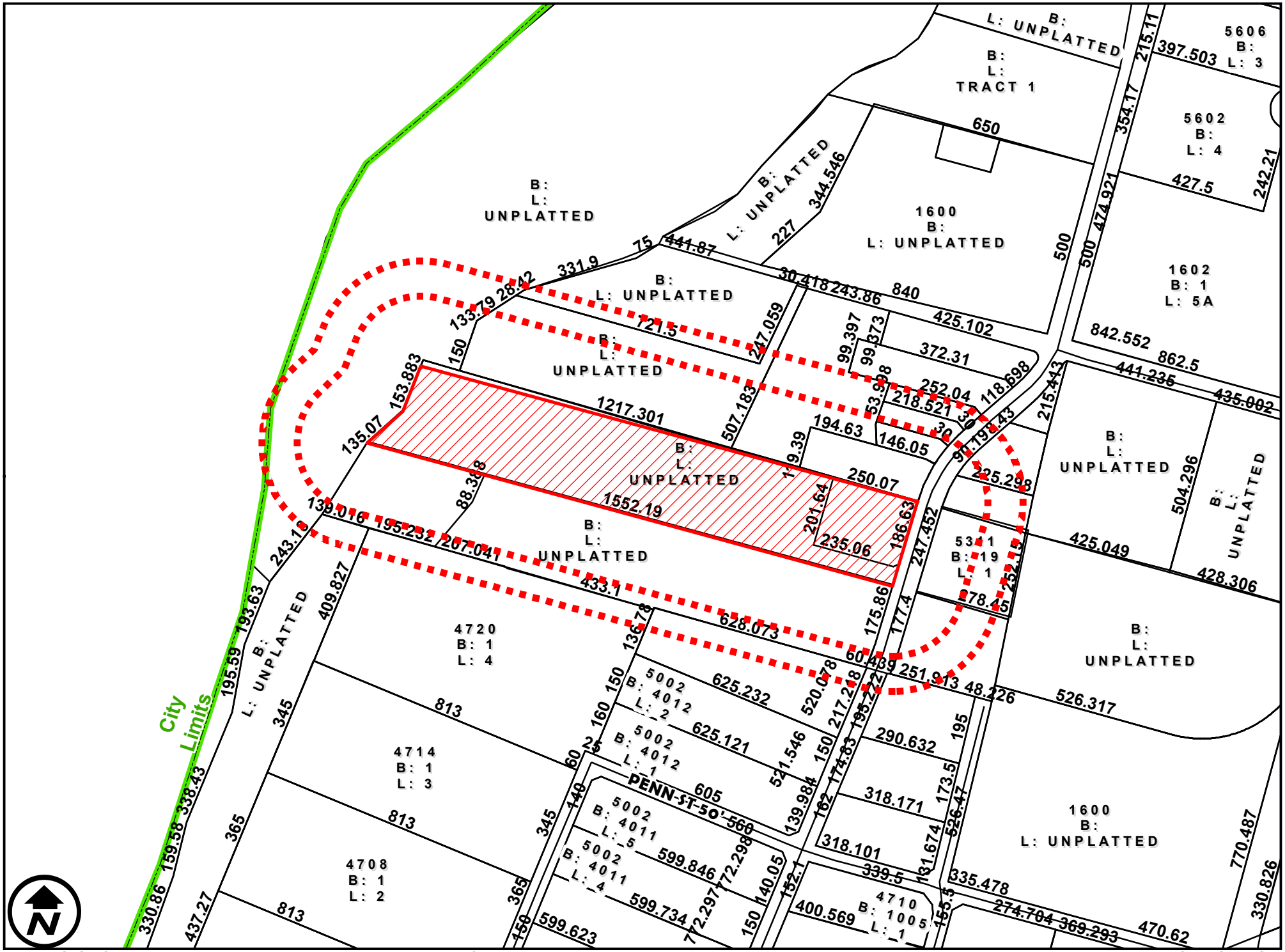
Ordinance

AERIAL MAP

1 inch = 350 feet

ZC-001-2026
COUNCIL DISTRICT 7
NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

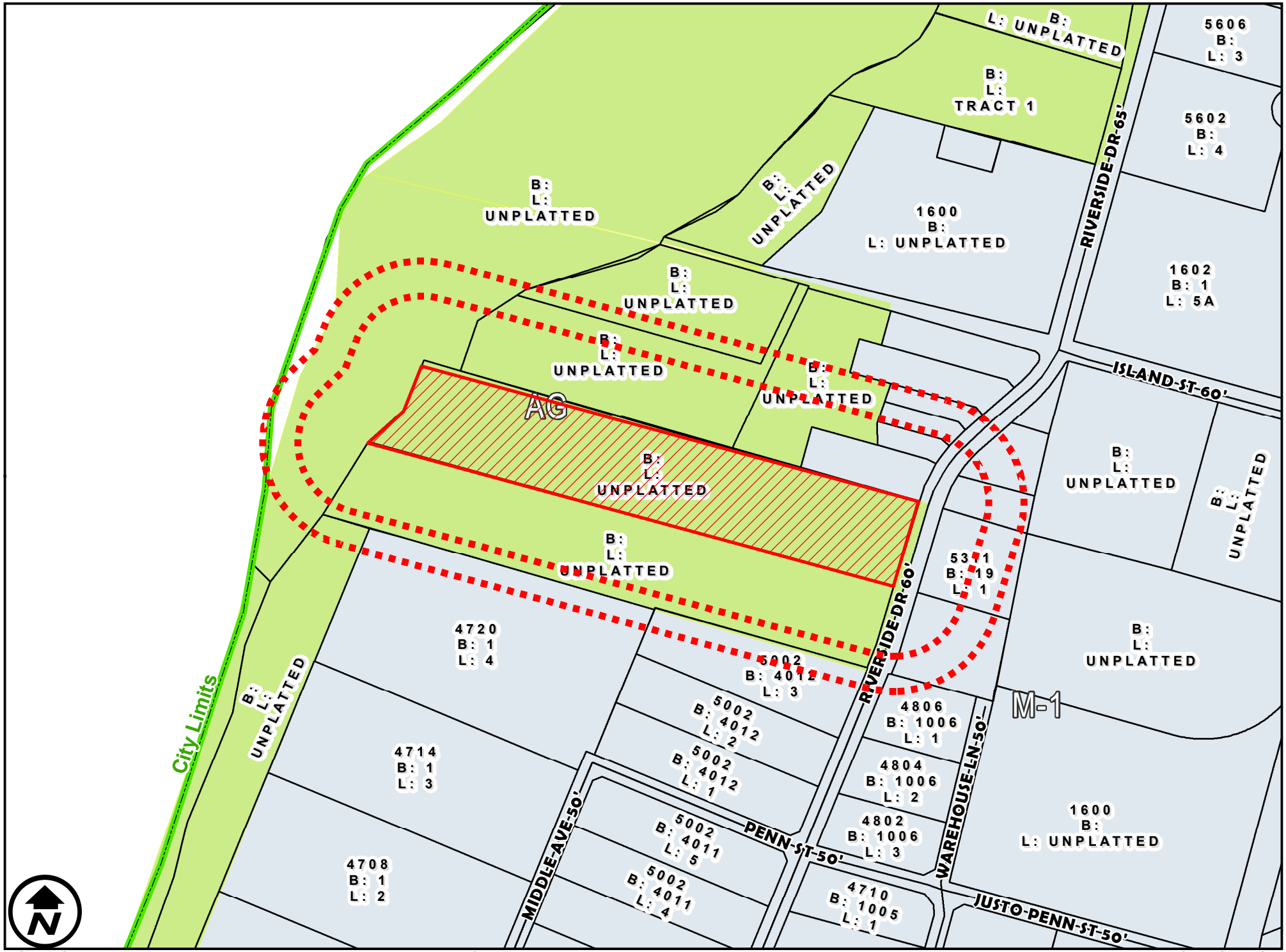


DIMENSIONS MAP

1 inch = 350 feet

ZC-001-2026
COUNCIL DISTRICT 7
NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

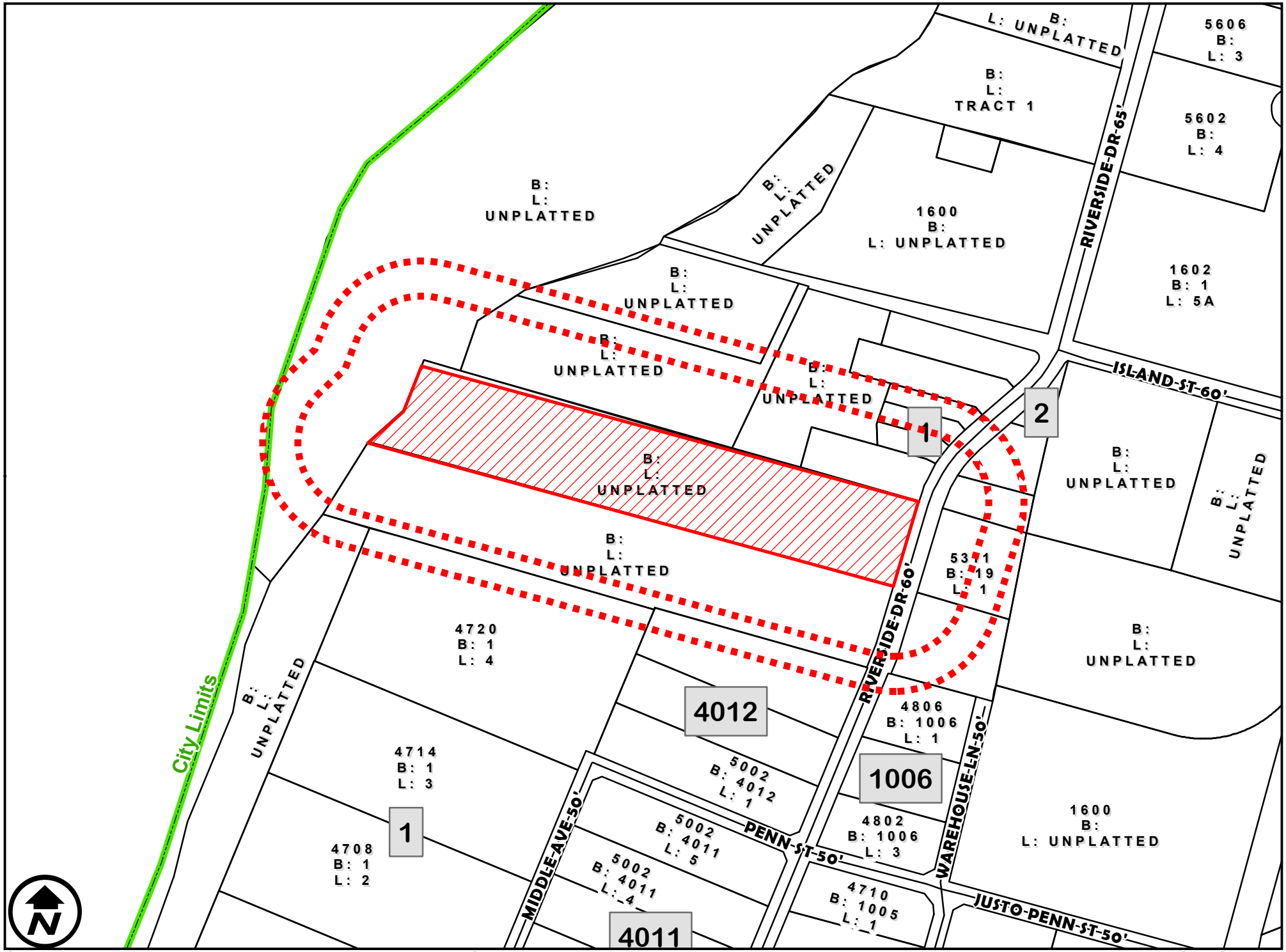


ZONING MAP

1 inch = 350 feet

ZC-001-2026
COUNCIL DISTRICT 7
NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

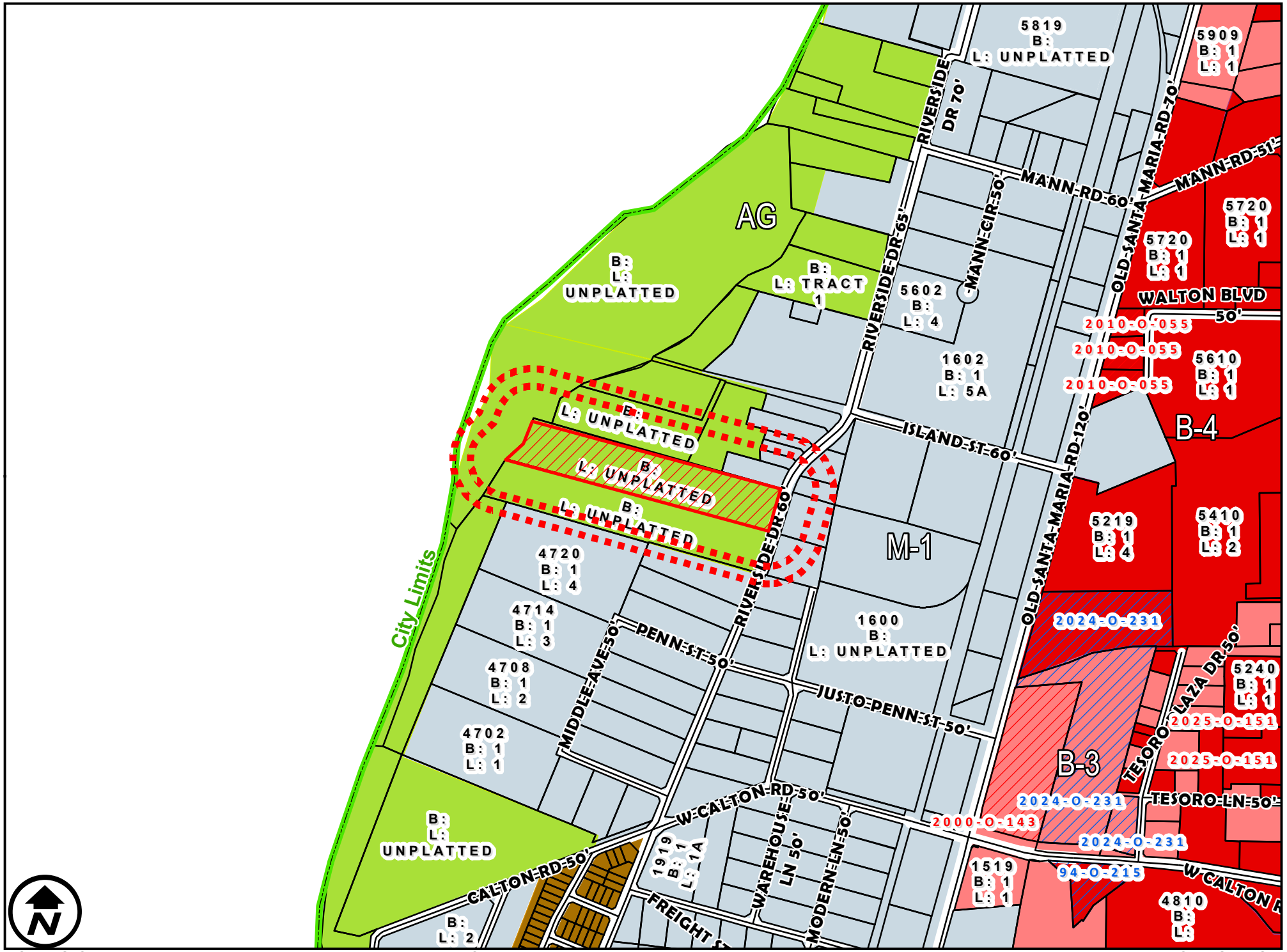


SURVEY MAP

1 inch = 350 feet

ZC-001-2026
COUNCIL DISTRICT 7
NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

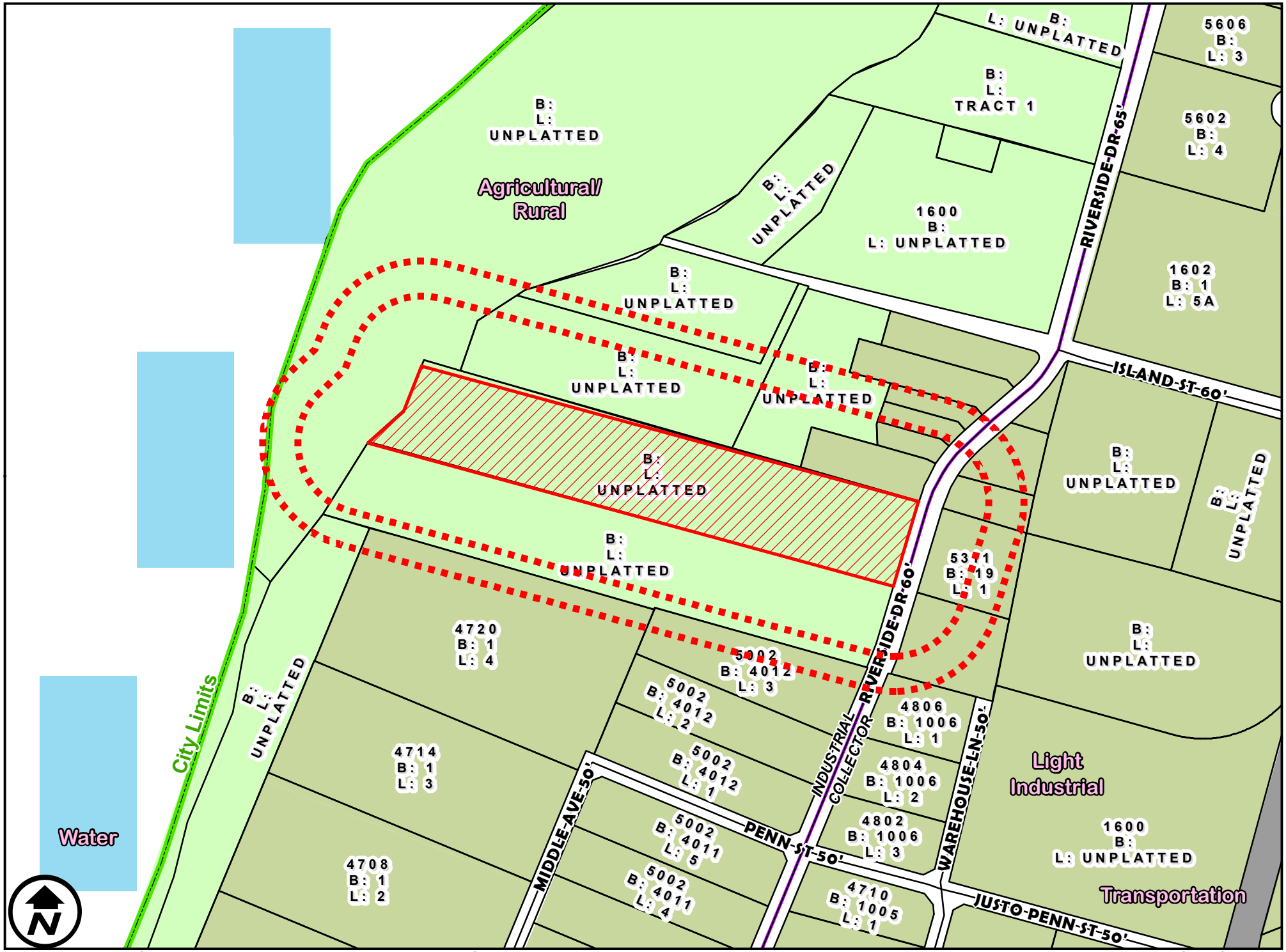


ZONING OVERVIEW

1 inch = 700 feet

ZC-001-2026
COUNCIL DISTRICT 7
NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

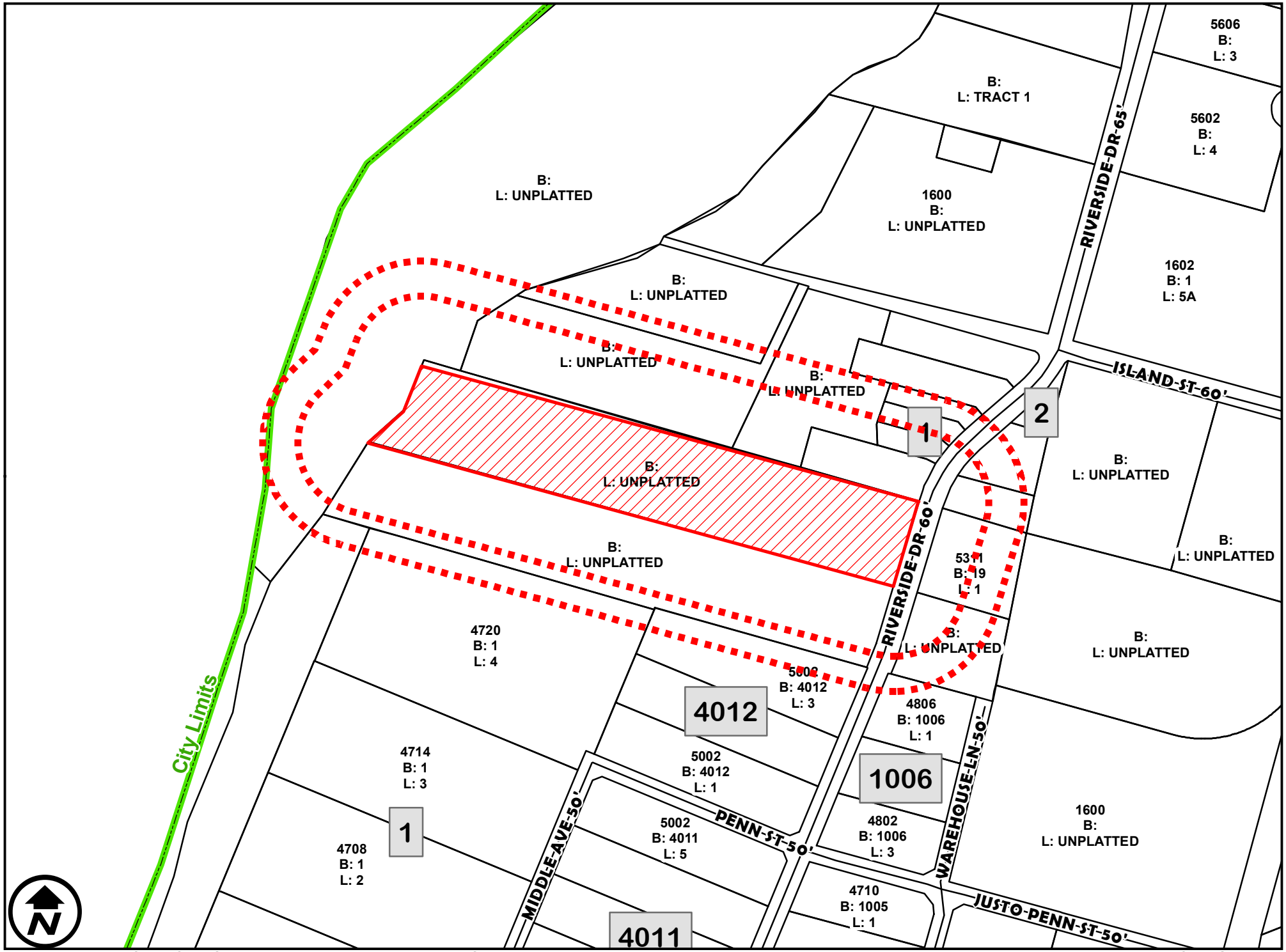


FUTURE LANDUSE

1 inch = 350 feet

ZC-001-2026
COUNCIL DISTRICT 7
NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)



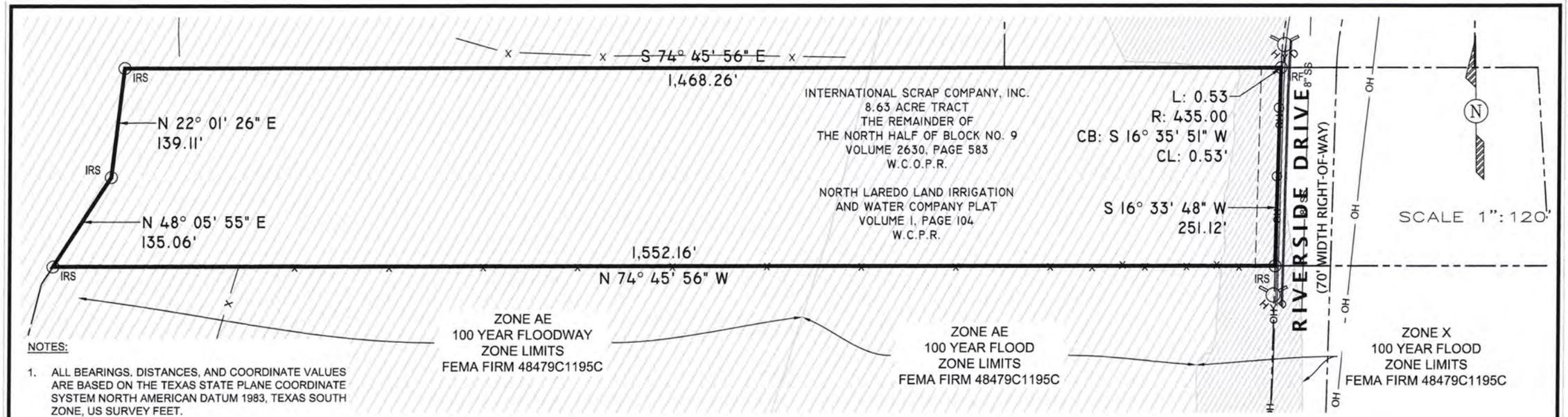
200' AND 300' NOTIFICATION

1 inch = 350 feet

ZC-001-2026
COUNCIL DISTRICT 7
NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

ZC-006-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G TO M-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613



NOTES:

1. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH ZONE, US SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE OTHER EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NOT BE SHOWN.
3. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION, SURFACE MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSE ONLY.
4. BY GRAPHICAL SCALING, THIS PROPERTY APPEARS TO BE LOCATED WITHIN ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAT 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; AND IN ZONE AE, SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR, THE SPECIAL FLOOD HAZARD AREA IF THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. AREAS OF SPECIAL FLOOD HAZARD INCLUDE ZONES A, AE, AH, AO, AR, A99, V AND VE. THE BASE FLOOD ELEVATION IS THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD. ZONE AE - BASE FLOOD ELEVATIONS DETERMINED. AND ALSO IN THE FLOODWAY AREAS IN ZONE AE, THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. AS PER MAP 48479C1195C, EFFECTIVE DATE APRIL 2, 2008.

LEGEND

- PROPERTY LINE
- LOT LINES
- OH — OVERHEAD LINES
- IRF — FOUND IRON ROD
- HYD — FIRE HYDRANT

BASIS OF BEARINGS:

BASIS OF BEARING FOR THIS PLAT IS THE TEXAS COORDINATE SYSTEM, NAD 83, TEXAS SOUTH ZONE, 4205, BASED ON MEASUREMENTS ACCORDING TO A GPS OBSERVATION SESSION AND COMPUTED BY THE NATIONAL GEODETIC SURVEY (NGS) ON BASE LOCATION:

LATITUDE :	027° 34' 55.94"
LONGITUDE :	099° 31' 36.09"
NORTHING :	17101808.4200'
EASTING :	651680.1900'

STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE STATED PROPERTY ON THE GROUND AND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Francisco Ramos April 14, 2025

FRANCISCO RAMOS, R.P.L.S. No. 6573 — DATE

Exhibit A

0 30' 60' 120' 240'

SCALE: 1" = 120'

SURVEY OF
A 8.63 ACRE TRACT
THE REMAINDER OF BLOCK NO. 9
NORTH LAREDO LAND IRRIGATION
AND WATER COMPANY PLAT
VOLUME 1, PAGE 104
W.C.P.R.
LAREDO, TX

RAMOS ENGINEERING, PLLC
4820 MIMS AVE., STE. #2
LAREDO, TX 78041
O: 956.539.7003
FIRM NUMBERS
ENG: F-23568
SUR: 10194771

APPROVED BY: F.R.	
DRAWN BY: F.R.	
SHEET 1 OF 1	
CHECKED BY: F.R.	
DATE: 04.14.2025	

FILE:2025-527 - 8 ACRE PLAT - REZONE - SURVEY.DWG REV: —

C:\Users\FrankRamos\OneDrive - Ramos Engineering, PLLC\Projects\Year 4 - 2025\2025-527-Riverside International Parking - Plat\500 - Plan Production\dwg\Sheets

ORDINANCE NO. 2026-O-09

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY APPROXIMATELY 8.6 ACRE TRACT, LOCATED NORTH OF PENN STREET AND WEST OF RIVERSIDE DRIVE, FROM AG (AGRICULTURE DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 8.6 acre tract, located north of Penn Street and west of Riverside Drive, from AG (Agriculture District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 20, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 8.6 acre tract, located north of Penn Street and west of Riverside Drive, from AG (Agriculture District) to M-1 (Light Manufacturing District)

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 21.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2015-O-039, which authorized a conditional use permit for a Kiosk/Food Stand and Meat Market in the Grocery Store on Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street in order to remove Deyanira Villarreal and Ralph A. Hase and replace with Sergio Briones and Yessenia Briones as the parties to whom the permit is issued.

ZC-005-2026
District VIII

Council District: District 8 **Zone Case:** ZC-005-2026

Letters sent to property owners: 34

In Favor (within 200 radius): 0
Opposed (within 200 radius): 2

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit amendment.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-005-2026

Comprehensive Alignment

---

1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of verbatim goals and policies from the Viva Laredo Comprehensive Plan by sustaining neighborhood-serving commercial uses that are compatible with residential areas.

---

2. Supporting Goal(s)/Policy(ies)

Policy 5.23.137: Encourage Neighborhood Retail to Increase Housing Amenities

"Housing is not just about providing safe and decent homes, it is also about providing adequate residential amenities such as a good balance of residential and retail opportunities within walking distance."
"Regional shopping centers are important to every city. But equally important is the ability of residents to walk short distances from their homes to grab a cup of coffee, pick up dinner, or get grocery items. All over Laredo there are these cherished shopping and dining spots. More should be done to sustain the vitality of these locally-owned businesses within close proximity to housing developments."
(Viva Laredo City of Laredo Comprehensive Plan, p. 5.25)

Relevance:
The existing grocery store and meat market have operated since 1982 within a mixed residential context. The CUP amendment continues to allow a small-scale, neighborhood-serving retail use consistent with the "Neighborhood Mixed Use" designation on the Future Land Use Map. This maintains access to local goods and services within walking distance of surrounding residential blocks.

Goal 5.2: Invest in Legacy Neighborhoods

"The city should invest in neighborhood area plans, pointed public funding, and social capital to reinvigorate these very important communities."
"By engaging the Planning Department and historic preservation advocates, small concentrated plans can be developed that address neighborhood concerns, identify strategies for reinvestment, and provide housing opportunities."
(Viva Laredo City of Laredo Comprehensive Plan, p. 5.25)

Relevance:
The site lies in an established inner-city neighborhood characterized by long-standing mixed residential and small commercial uses. Maintaining the grocery store and food kiosk aligns with Viva Laredo's call to support reinvestment and prevent decline in older neighborhoods by sustaining active, service-oriented uses.

---

3. Summary of Alignment

The proposed amendment does **not** alter the existing land use or zoning pattern but updates permit issuance and regulatory conditions for continued operation of a small-scale grocery store and kiosk. The use is consistent with the **Neighborhood Mixed Use** designation in the Comprehensive Plan and promotes the policy intent of strengthening walkable neighborhood retail options that improve daily convenience and social cohesion.

While the amendment primarily addresses administrative updates (transfer of issuance and CUP conditions), it **indirectly advances** Viva Laredo's housing and neighborhood policies by retaining a community amenity that supports livability and local economic vitality.

Conclusion: The agenda item demonstrates a **Moderate** level of alignment with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 2/02/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Sergio Briones and Yessenia Briones, Owner
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-10 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2015-O-039, which authorized a conditional use permit for a Kiosk/Food Stand and Meat Market in the Grocery Store on Lot 12, Block 446, Eastern Division located at 202 West San Carlos Street in order to remove Deyanira Villarreal and Ralph A. Hase and replace with Sergio Briones and Yessenia Briones as the parties to whom the permit is issued to.

ZC-005-2026
District VIII

PREVIOUS COUNCIL ACTION

.On January 20,2026, City Council made a motion to introduce the item.
.On April 6, 2015, City Council made a motion to approve a conditional use permit amendment for a Meat Market in the Grocery Store and a Kiosk/Food Stand. (Ordinance Number 2015-O-039.)
.On February 06, 2005, City Council made a motion to approve a conditional use permit for a Kiosk/Food Stand. (Ordinance Number 2000-O-019).

BACKGROUND

Council District: VIII- Alyssa Cigarroa

Proposed use: The proposed use is to amend the issuance of an existing conditional use permit for Grocery Store with a Meat Market and a Kiosk/Food Stand.

Minimum Zoning Required for Proposed Use: B-1 (Limited Business District) zoning district.

Current Zoning: The current zoning at this location is R-3 (Mixed Residential District) zoning district.

Citations:

1. On September 13, 2025, a concerned citizen wrote “Dead animal smell from garbage can; makes [it] unbearable to be in [the] yard; grease trap overflows into yard. Multiple reports have been filled to the health department.”
2. On September 13, 2025, a concerned citizen wrote, “Dead animal smell from trash bin prevents from being outdoors. Grease trap overflows into yard causing a health issue, as AC unit has to be turned off due to horrendous smell. Multiple complaints filed at health department.”
3. On September 18, 2025, a concerned citizen wrote “Awful smell daily; [increase in] traffic; no room for parking.”
4. On April 12, 2023, the Owner was cited for building a carport without a building permit.
5. Previous complaints have been made regarding sewer leaks and grease trap issues, which were addressed by the Health Department and Utilities Department.

Site: The site is currently occupied by In-N-Out Grocery Store with a meat market and a vacant kiosk/food stand.

Surrounding land uses: To the north of the site is West Bustamante Street, manufactured homes, multi-family residential uses, and single family residential uses. To the east of the site is McDonell Avenue and single family residential uses. To the south of the site is West San Carlos Street, single family residential uses, multi-family residential uses, manufactured homes, and vacant land. To the west of the site is Valencia Avenue, single family residential uses, vacant land, Buen Pastor Asamblea De Dios (church), multifamily residential uses, and Anas Outlet.

The proposed amendments for Ordinance 2015-O-039 are as follows:

1. CUP Issuance: Remove Deyanira Villarreal and Ralph A. Hase with Sergio Briones and Yessenia Briones as the parties whom the permit is issued to.

2. CUP Activities: Amend the C.U.P restricted activities described in letter, Exhibit "A", which is made part hereof for all purposes to include the C.U.P is restricted to Exhibit "1A", which is made part hereof for all purposes.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies San Carlos Street as a Local Street and McDonell Avenue as a Local Street.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 34 **In Favor:** 0 **Opposed:** 2

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit amendment.

STAFF RECOMMENDATION

A Conditional Use Permit is intended to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older section of the city and is intended to promote development and/or redevelopment of such property, which is consistent with the land use patterns of surrounding property.

Staff **supports** the conditional use permit amendment for the following reasons:

1. The proposed use complements the surrounding uses. The proposed use of a grocery store provides amenities to the surrounding neighborhood.
2. The location of the proposed use of a grocery store initiates walkability within the neighborhood, as per the Comprehensive Plan.

Notice to the owner/applicant:

1. The approval of the conditional use permit amendment does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

If approved, Staff suggest the following conditions:

1. ~~The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.~~ *The C.U.P. shall be issued to Sergio Briones and Yessenia Briones, and may only be transferred upon application to, and with the express permission of the City Council.*
2. ~~The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.~~ *The C.U.P is restricted to Exhibit "1A", which is made part hereof for all purposes.*
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.
9. *The hours of operation shall be limited to, from Sunday to Thursday, from 8:00 a.m. to 10:00 p.m. and Friday and Saturday, from 8:00 a.m. to 11:00 p.m.*
10. *On-premise alcohol consumption is prohibited.*
11. *Grease trap and drainage shall be cleaned every 30 days to ensure proper maintenance.*
12. *All meat waste, fat, and trimmings shall be stored in sealed, leak-proof containers and removed from the premises daily, or more frequently as needed.*
13. *Covered dumpsters with tight-fitting lids shall be used at all times.*
14. *Sanitation shall be performed regularly by a licensed waste hauler.*
15. *Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.*
16. *Landscaping shall be provided in accordance with the City of Laredo Land Development Code.*
17. *The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.*
18. *Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.*
19. *The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.*
20. *The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.*
21. *The proposed use shall undergo an annual Fire Inspection.*
22. *All permits, licenses, certifications and inspections required by the codes and ordinances*

of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

23. *The owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.*
24. *The use authorized by the conditional use permit is required to abide by all relevant municipal codes.*

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
Yes, there are residential uses abutting the proposed site.

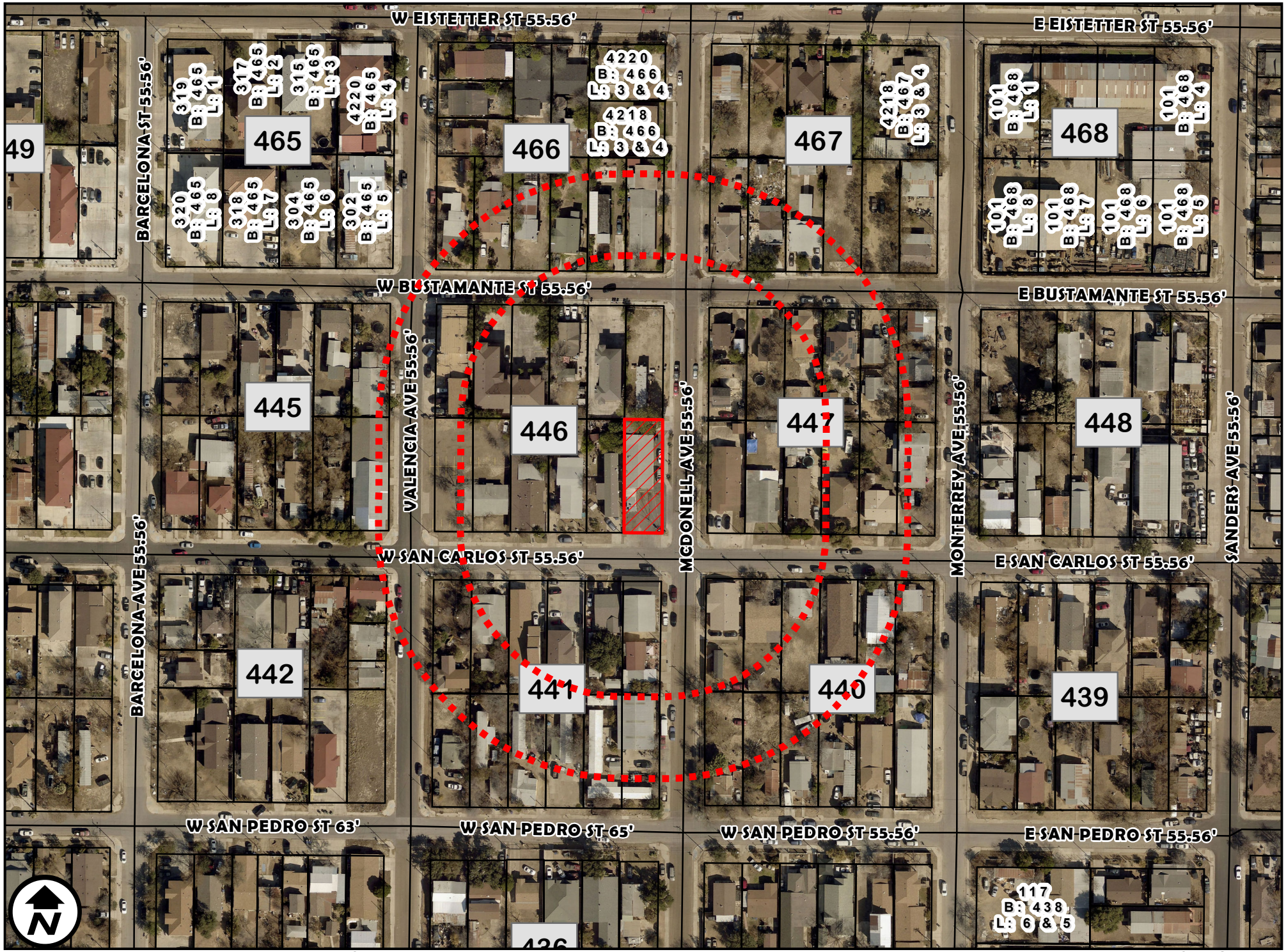
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the underlying zone requires the CUP overlay to allow for a Grocery Store with a Meat Market and a Kiosk/Food Stand as intended by the applicant.

Attachments

Comp Plan Alignment
Maps
Zone Change Signage
Narrative
Site Plan
Ordinance

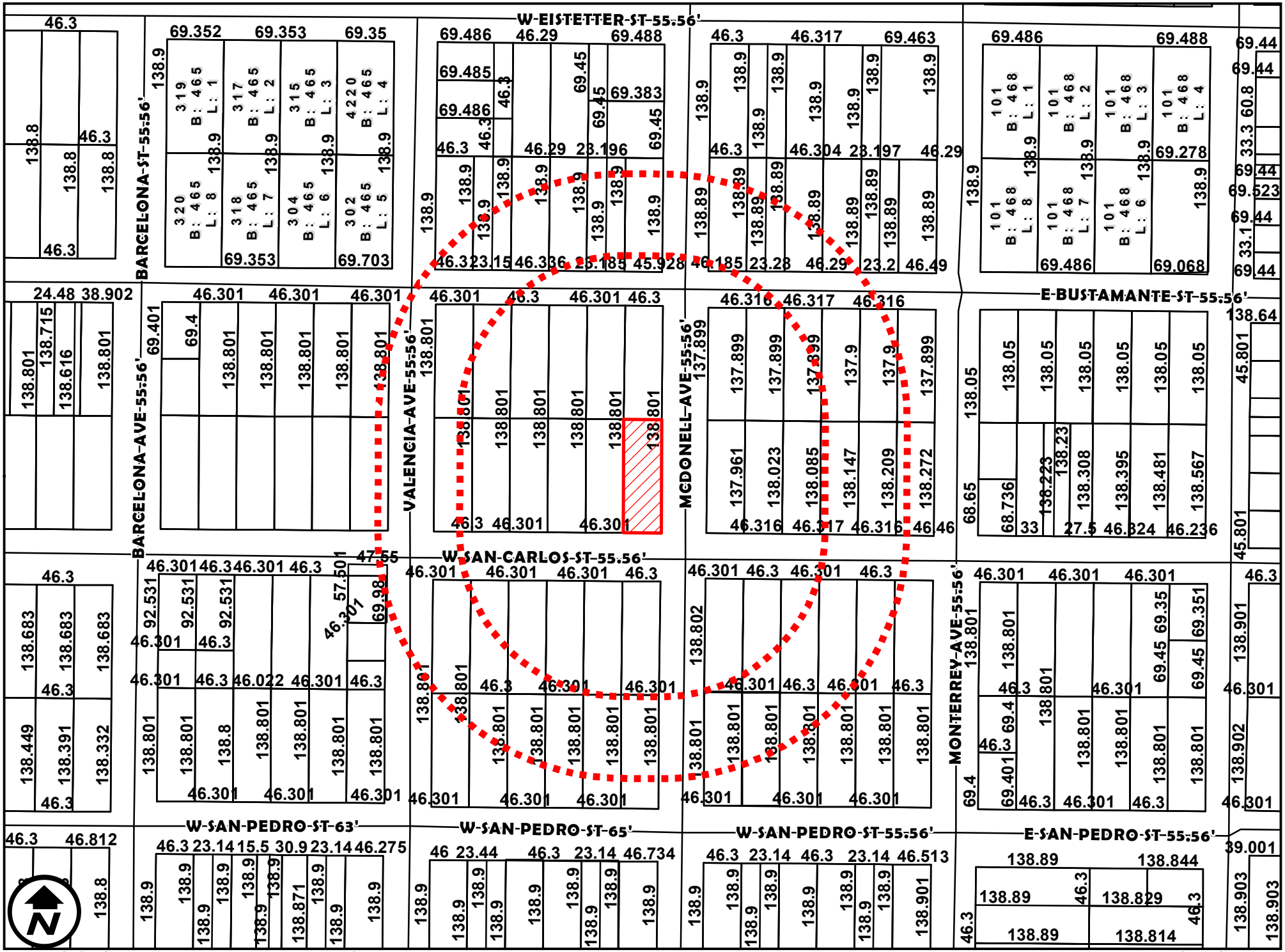


AERIAL MAP

1 inch = 150 feet

ZC-005-2026
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT) T
C.U.P. FOR GROCERY STORE WITH A MEAT MARKET AND A RESTAURANT (KIOSK)



DIMENSIONS MAP

1 inch = 150 feet

ZC-005-2026

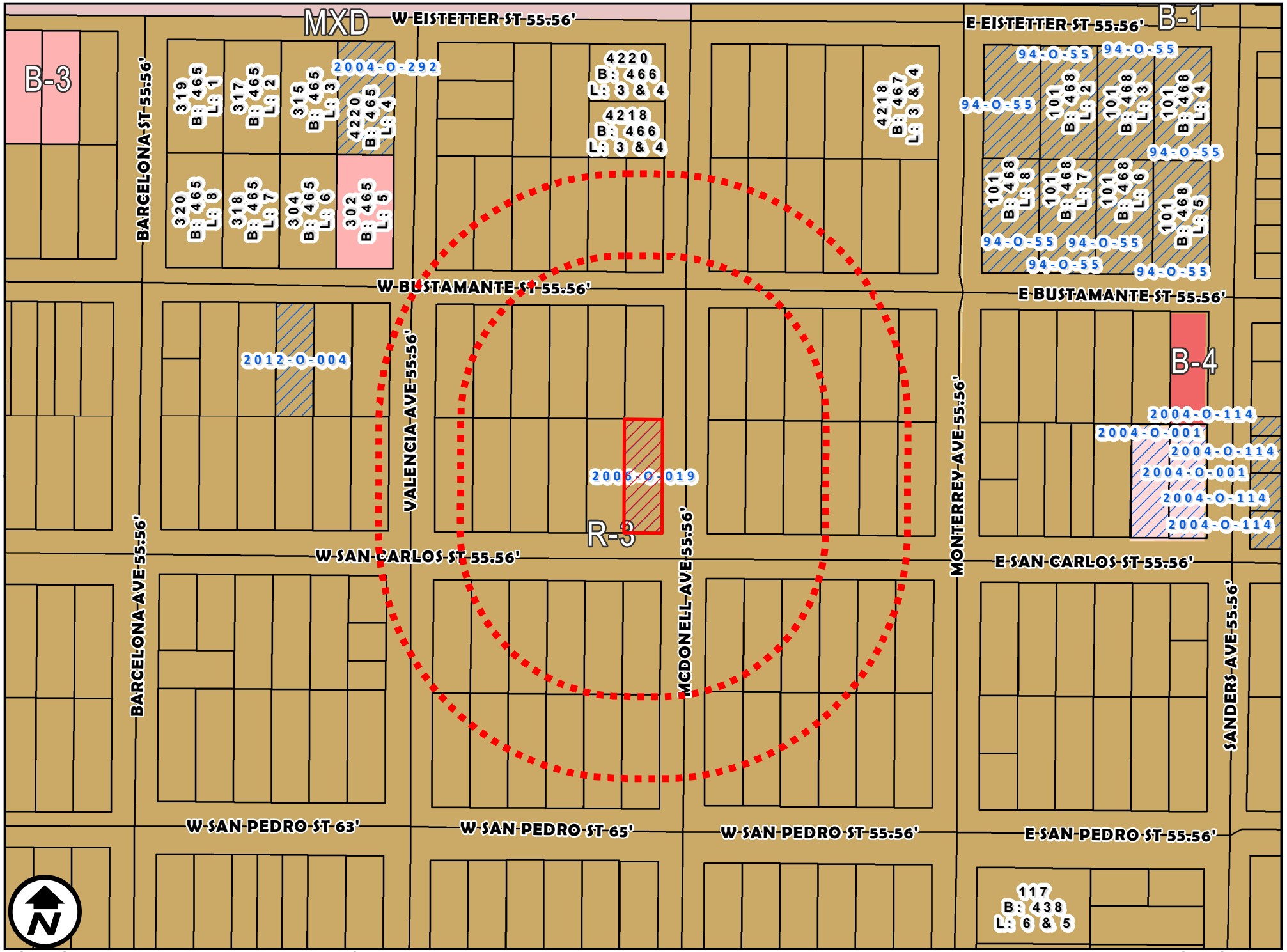
COUNCIL DISTRICT 8

202 WEST SAN CARLOS STREET

APPLICATION F

R-3 (MIXED RESIDENTIAL DISTRICT)

C.U.P. FOR GROCERY STORE WITH A MEAT MARKET AND A RESTAURANT (KIOSK)

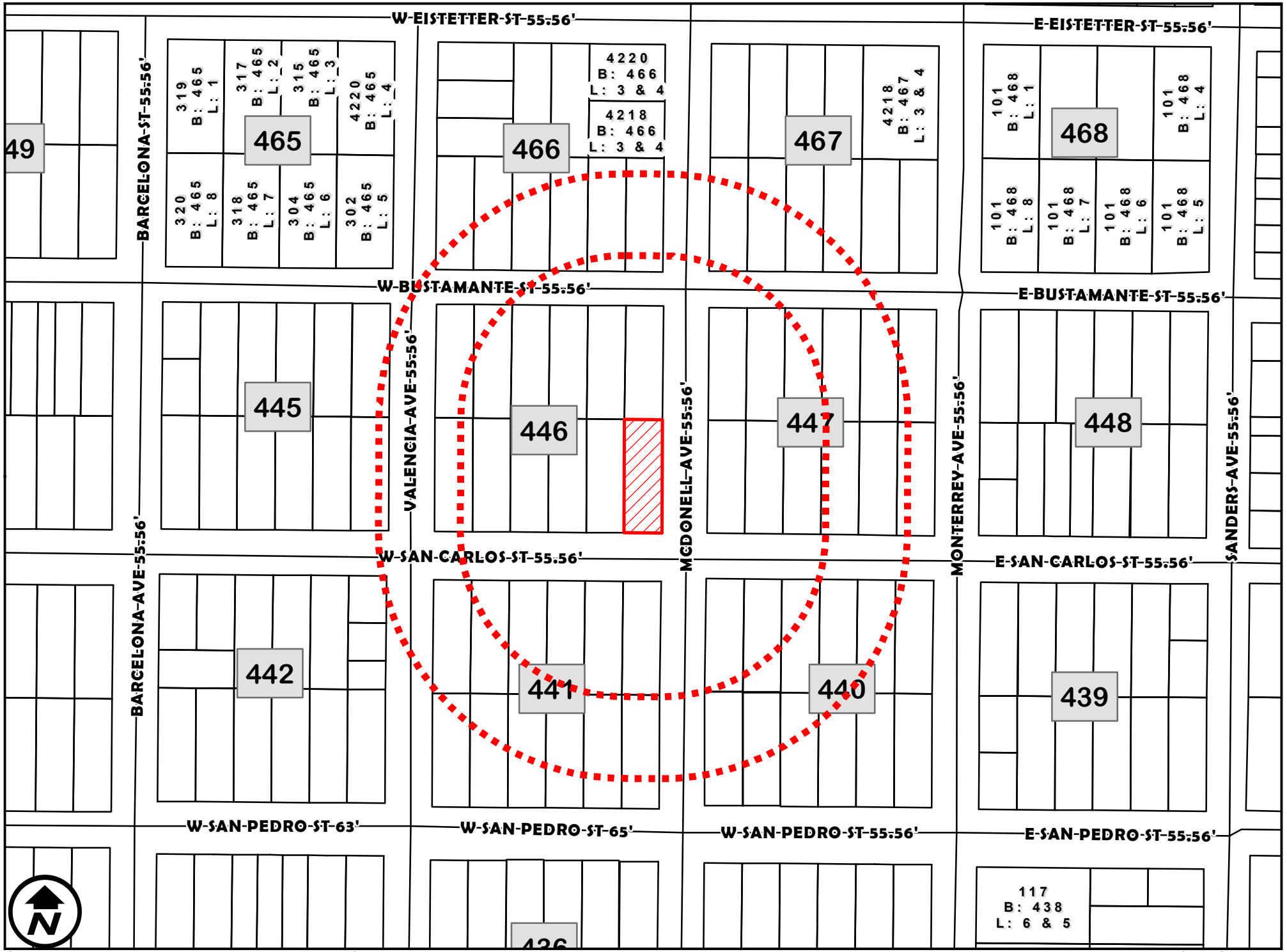


ZONING MAP

1 inch = 150 feet

ZC-005-2026
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT) T
C.U.P. FOR GROCERY STORE WITH A MEAT MARKET AND A RESTAURANT (KIOSK)



SURVEY MAP

1 inch = 150 feet

ZC-005-2026

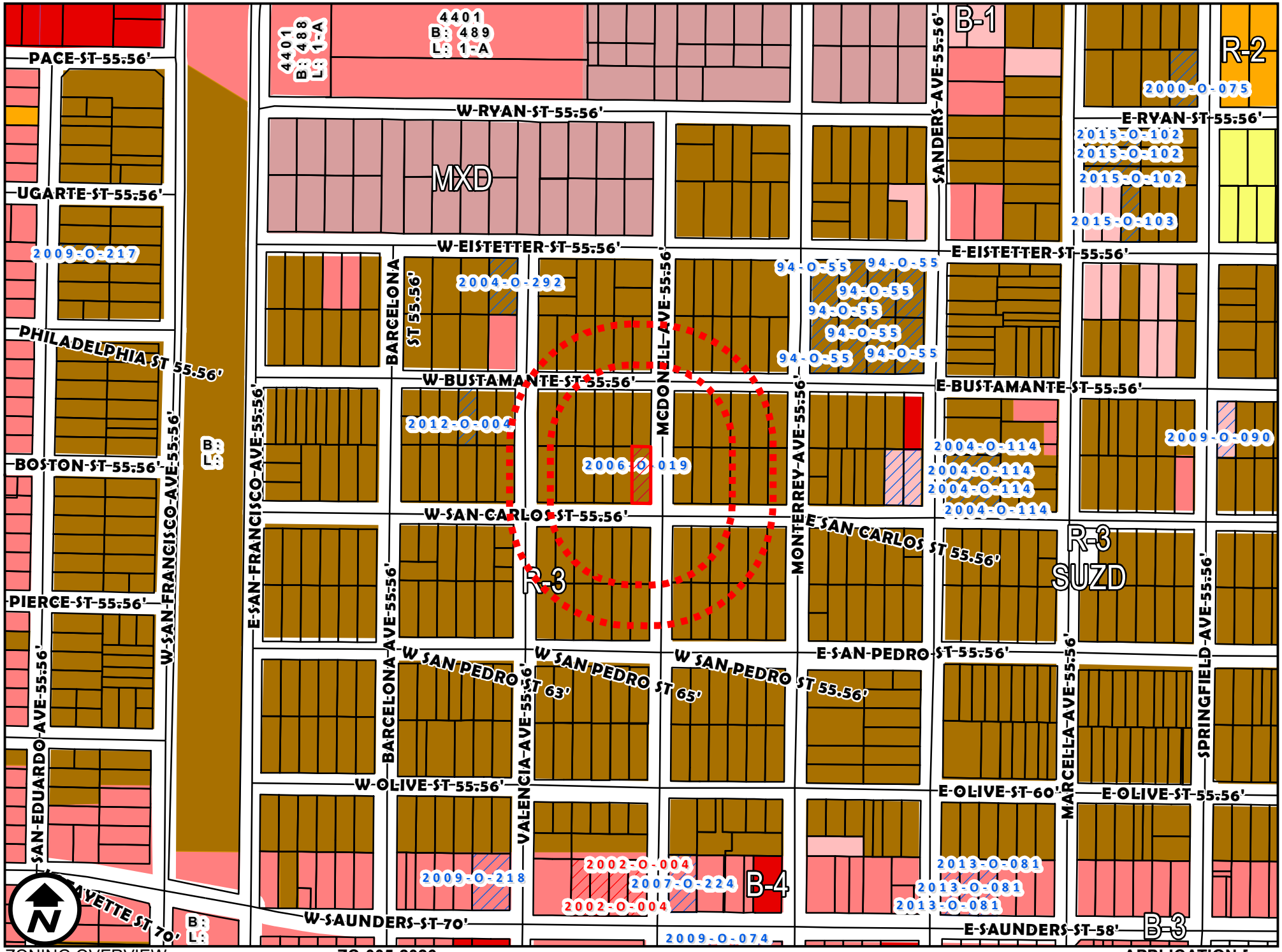
COUNCIL DISTRICT 8

202 WEST SAN CARLOS STREET

APPLICATION F

R-3 (MIXED RESIDENTIAL DISTRICT)

C.U.P. FOR GROCERY STORE WITH A MEAT MARKET AND A RESTAURANT (KIOSK)

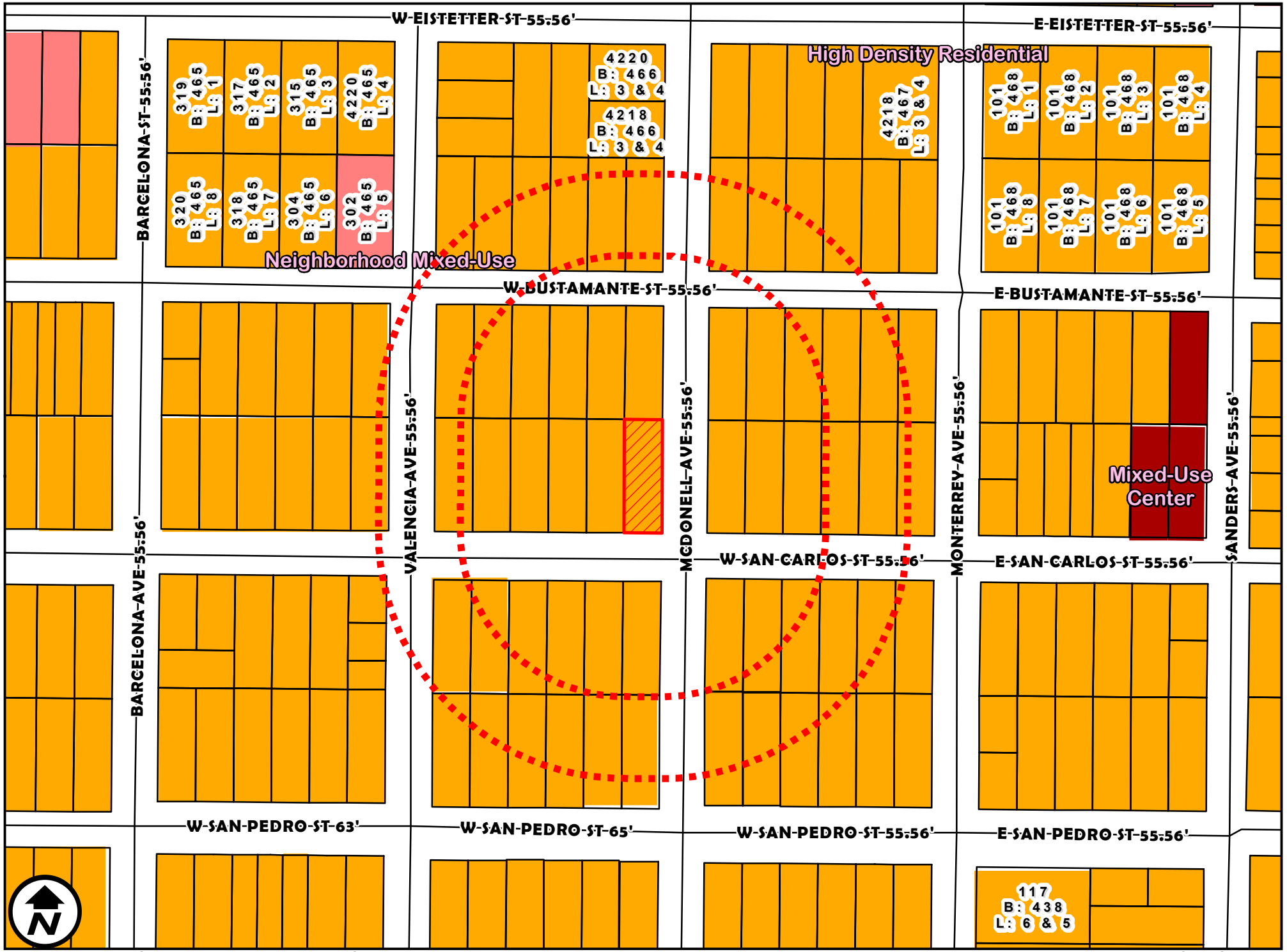


ZONING OVERVIEW

1 inch = 300 feet

ZC-005-2026
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT) T
C.U.P. FOR GROCERY STORE WITH A MEAT MARKET AND A RESTAURANT (KIOSK)

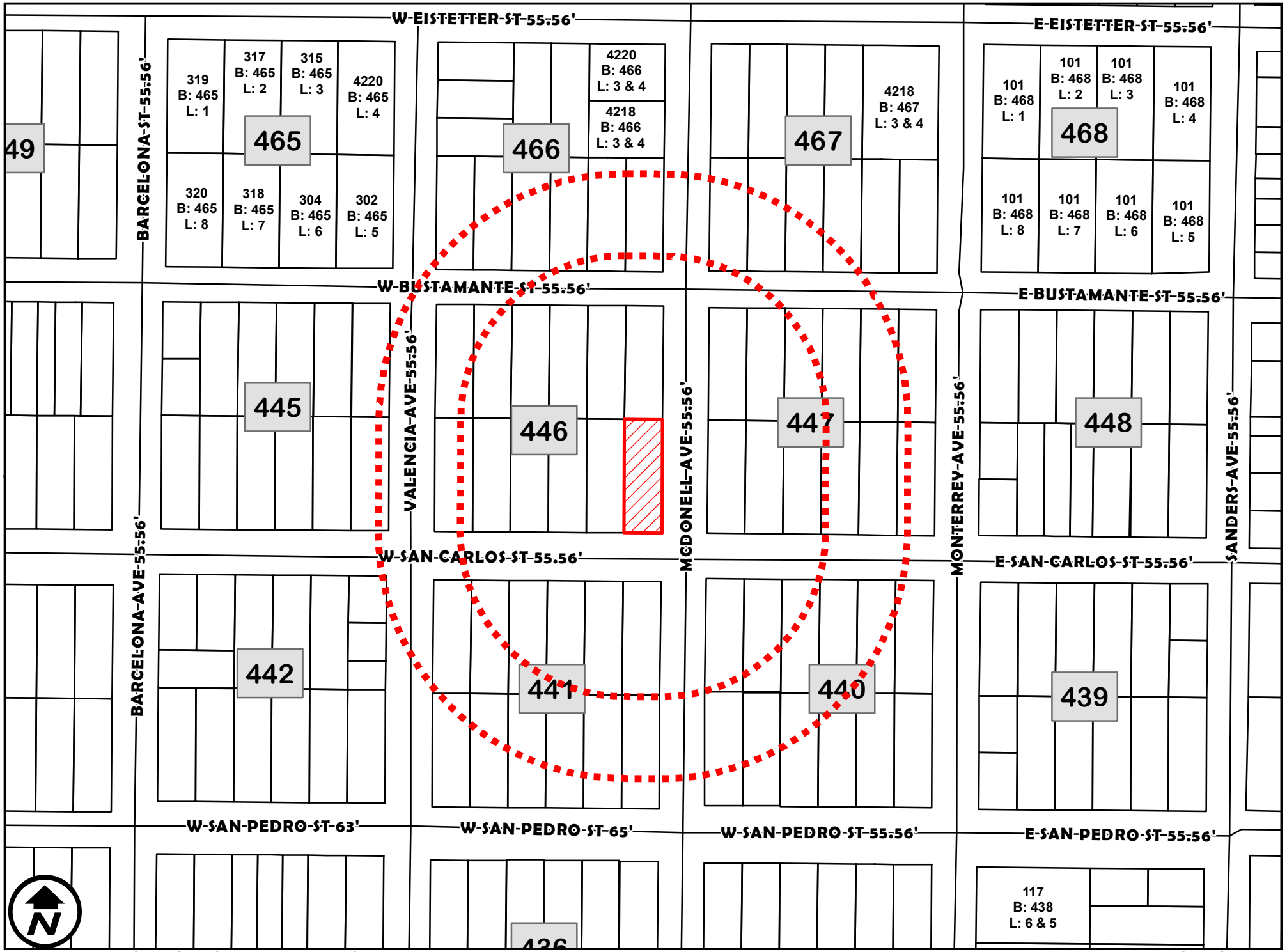


FUTURE LANDUSE

1 inch = 150 feet

ZC-005-2026
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
C.U.P. FOR GROCERY STORE WITH A MEAT MARKET AND A RESTAURANT (KIOSK)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-005-2026
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
C.U.P. FOR GROCERY STORE WITH A MEAT MARKET AND A RESTAURANT (KIOSK)

NO OVERNIGHT PARKING
NOTARY PUBLIC
ZC-005-2026
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

IN N OUT Groceries -- Business Narrative Exhibit 1A

Since 1981, our grocery store has operated continuously on a residential corner lot in Laredo, Texas, offering groceries, meat products, and financial services to the local community for over four decades. The store has remained a consistent and essential part of the neighborhood, serving generations of residents with accessible and reliable services. A meat market extension was added by the previous owner in 2015 under a Conditional Use Permit (CUP), and a 10 × 12 ft standalone taco stand was constructed outside the store in 2006. Both the convenience store and taco stand have operated without interruption and are documented through Webb CAD records, which confirm their historical establishment and continuity. We respectfully request an amendment to the existing CUP to formally authorize the continued operation of both the meat market and the taco stand under current ownership. We also request that the CUP be attached to the land to ensure long-term regulatory clarity and prevent future disruptions to business continuity for subsequent owners.

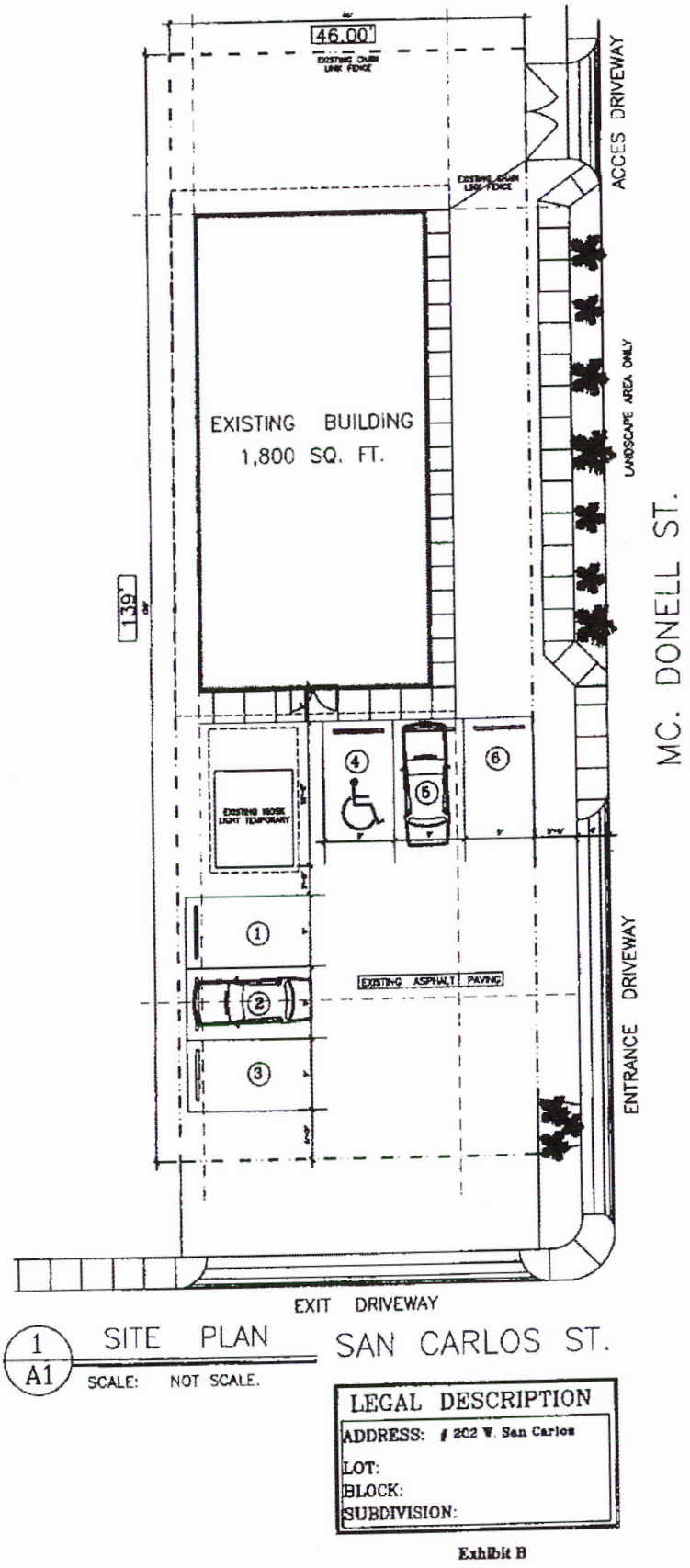
The property includes six off-street parking spaces that adequately serve customers, while staff utilize a private rear off-street parking space. All food-related operations comply with the Texas Department of State Health Services and the City of Laredo Public Health licensing requirements. The taco stand is located entirely on private property and does not encroach on sidewalks or public rights-of-way, in accordance with City of Laredo ordinances governing commercial use of private property. The grocery store and taco stand have long supported local commerce and provided vital services to nearby residents, many of whom rely on walking due to lack of vehicle access. In addition to food services, the store offers financial services such as check cashing and money transfers, which are especially valuable to the surrounding community. The taco stand is small in scale, generates minimal traffic, and integrates seamlessly with existing pedestrian and parking infrastructure. The store maintains an active presence on social media, with over 2,800 followers on Facebook. This reflects strong community engagement and ongoing support from local residents, many of whom rely on the store for daily essentials and services.

The business operates Sunday through Thursday from 8:00 AM to 10:00 PM, and Friday and Saturday from 8:00 AM to 11:00 PM. It currently employs five staff members who are split between morning and evening shifts to ensure full coverage throughout operating hours. Staff roles include cashiers, meat market attendants, and an office assistant. The meat market offers fresh beef, pork, chicken, marinated meats, sausages, and specialty cuts tailored to local preferences. The kiosk (taco stand) serves tacos, burritos, aguas frescas,

and breakfast items such as egg and chorizo tacos. The grocery store provides packaged foods, canned goods, dairy products, snacks, beverages, household essentials, over-the-counter medicines, and financial services including check cashing and money transfers. Formalizing the CUP will ensure continued compliance with zoning regulations, maintain public safety standards, and allow us to keep serving the community with consistency and care. We believe this amendment reflects the longstanding role our business has played in the neighborhood and supports the city's goals for responsible development and community well-being.

202 W San Carlos

Exhibit B



ORDINANCE NO. 2026-O-10

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2015-O-039, WHICH AUTHORIZED A CONDITIONAL USE PERMIT FOR A KIOSK/FOOD STAND AND MEAT MARKET IN THE GROCERY STORE ON LOT 12, BLOCK 446, EASTERN DIVISION, LOCATED AT 202 WEST SAN CARLOS STREET IN ORDER TO REMOVE DEYANIRA VILLARREAL AND RALPH A. HASE AND REPLACE WITH SERGIO BRIONES AND YESSENIA BRIONES AS THE PARTIES TO WHOM THE PERMIT IS ISSUED.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the executed Ordinance Number 2015-O-039, which authorized a conditional use permit for a Kiosk/Food Stand and Meat Market in the Grocery Store on Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street in order to remove Deyanira Villarreal and Ralph A. Hase and replace with Sergio Briones and Yessenia Briones as the parties to whom the permit is issued; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 20, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending Ordinance Number 2015-O-039, which authorized a conditional use permit for a Kiosk/Food Stand and Meat Market in the Grocery Store on Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street in order to remove Deyanira Villarreal and Ralph A. Hase and replace with Sergio Briones and Yessenia Briones as the parties to whom the permit is issued.

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

1. ~~The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.~~ ~~*The*~~ *C.U.P. shall be issued to Sergio Briones and Yessenia Briones, and may only be transferred upon application to, and with the express permission of the City Council.*
2. ~~The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.~~ *The C.U.P is restricted to Exhibit "1A", which is made part hereof for all purposes.*
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.
9. *The hours of operation shall be limited to, from Sunday to Thursday, from 8:00 a.m. to 10:00 p.m. and Friday and Saturday, from 8:00 a.m. to 11:00 p.m.*
10. *On-premise alcohol consumption is prohibited.*
11. *Grease trap and drainage shall be cleaned every 30 days to ensure proper maintenance.*
12. *All meat waste, fat, and trimmings shall be stored in sealed, leak-proof containers and removed from the premises daily, or more frequently as needed.*
13. *Covered dumpsters with tight-fitting lids shall be used at all times.*
14. *Sanitation shall be performed regularly by a licensed waste hauler.*
15. *Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.*
16. *Landscaping shall be provided in accordance with the City of Laredo Land Development Code.*
17. *The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.*

18. *Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.*
19. *The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.*
20. *The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.*
21. *The proposed use shall undergo an annual Fire Inspection.*
22. *All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.*
23. *The owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.*
24. *The use authorized by the conditional use permit is required to abide by all relevant municipal codes.*

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 22.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 1 and 2, Block 1, Buitron/Ramos Subdivision, located at 7101 and 7105 McPherson Road.

ZC-010-2026
District V

Council District: District 5 **Zone Case:** ZC-010-2026

Letters sent to property owners: 25

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 9 to 0 vote recommended approval of the proposed special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-010-2026

Comprehensive Alignment

---

1. Level of Alignment

☑ **Moderate** – Indirectly supports and contributes to the intent of verbatim goals and policies of the Viva Laredo Comprehensive Plan related to mixed-use activity centers, neighborhood-serving commercial uses, and economic development, while requiring site-specific conditions to ensure compatibility with nearby residential and institutional uses.

---

2. Supporting Goal(s) / Policy(ies)

Neighborhood Mixed Use & Community-Serving Commercial

Policy 1.3.1:

"**Encourage compact, mixed-use development patterns that allow residents to meet daily needs within close proximity to their homes.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 12.4

Relevance:
A neighborhood-oriented restaurant contributes to meeting daily service and dining needs within a mixed-use area that includes residential, medical, and professional uses.

Policy 1.3.4:

"**Promote neighborhood-serving commercial uses that are compatible in scale and intensity with surrounding residential development.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 12.4

Relevance:
The SUP mechanism, operational limits, no outdoor patio, buffering, and lighting restrictions are tools used to ensure the restaurant serving alcohol remains compatible with nearby multi-family housing, a nursing facility, and a daycare.

Economic Development & Small Business

Goal 5.1:

"**Support a diversified local economy by encouraging the growth and retention of small and locally owned businesses.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 5.4

Relevance:
The proposed restaurant use supports local economic activity, employment, and reinvestment along a major arterial corridor.

Compatibility & Mitigation of Impacts

Policy 1.8.3:

"**Ensure that new development adjacent to residential neighborhoods incorporates appropriate buffering, site design, and operational standards to minimize adverse impacts.**"
Viva Laredo City of Laredo Comprehensive Plan, p. 12.8

Relevance:
Conditions attached to the SUP—such as fencing, lighting controls, prohibition of outdoor music, and limited hours—directly implement this policy intent.

---

3. Summary of Alignment

The proposed Special Use Permit for a restaurant serving alcohol demonstrates **moderate alignment** with the Viva Laredo Comprehensive Plan. The Plan encourages **compact, mixed-use development** and **neighborhood-serving commercial uses** that allow residents to access daily services close to home (Policies 1.3.1 and 1.3.4). A restaurant use is consistent with the Neighborhood Mixed Use designation and contributes to **local economic development** and small business support (Goal 5.1).

However, the presence of nearby **multi-family residential uses, a nursing facility, and a daycare** introduces sensitivity to operational impacts. The Plan anticipates such situations by emphasizing **buffering, site design, and operational controls** (Policy 1.8.3). Because the restaurant serving alcohol is not a by-right use in the B-3 district and relies on an SUP with restrictive conditions to achieve compatibility, the alignment is indirect rather than absolute.

Broader planning themes supported include **economic development**, **mobility along a major arterial**, and **context-sensitive land use compatibility**, with attention to **public health and neighborhood quality of life** through operational limitations.

City Council-Regular Meeting

Date: 2/02/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: The Prime House, LLC, Owner; and Javier Adrian Gonzalez and Aleli Elizabeth Cazares, Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-11 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 1 and 2, Block 1, Buitron/Ramos Subdivision, located at 7101 and 7105 McPherson Road.

ZC-010-2026
District V

PREVIOUS COUNCIL ACTION
On January 20,2026, City Council made a motion to introduce the item.

BACKGROUND

Council District: V- Ruben Gutierrez, Jr.

Proposed use: The proposed use is a special use permit for a Restaurant Serving Alcohol (Remolinos snack & grill)

Minimum Zoning Required for Proposed Use: B-4 (Highway Commercial District) zoning district.

Current Zoning: The current zoning at this location is B-3 (Community Business District) zoning district.

Citations:
No citations have been issued.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north of the site is Trey Drive, vacant developed land, Ana Cantu (nurse practitioner), Vantage Bank Texas, and multi-family residential uses. To the east of the site is Rocio Drive, multi-family residential uses, MBA Mortgage Solutions, LLC, Laredo Pilates Studio, Eloy Gutierrez, PPLC (accounting firm), Tere Santos Real Estate (real estate agency), AXIS Direct Care (medical clinic), Trautmann & Garcia, Attorneys at Law, LLC (law firm), and Farmers Insurance. To the south of the site is La Frontera Nursing & Rehabilitation (nursing home), New Land Kindergarten (daycare center), Greta (restaurant), Legno Contemporary Furniture (furniture store), and vacant developed land. To the west of the site is McPherson Road, Laredo Federal Credit Union (credit union), and LMC North Outpatient Diagnostic and Surgical Center.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial.

www.laredompo.org/wp-content/uploads/
2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 9 to 0 vote recommended approval of the special use permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff **supports** the proposed special use permit for the following reasons:

1. The site meets the minimum distance requirement of 300 feet as per the Laredo Land Development Code Section 24.93.7, subsection (1). The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    - The distance to the nearest residential structure is approximately 370 feet.
2. It is not anticipated to have a negative impact in the surrounding area or neighborhood because there will be no outdoor patio.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Javier Adrian Gonzalez, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 4,910 square feet located, with no outside patio, as per Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, Sunday through Wednesday 9:00 a.m. to 2:00 a.m and Thursday through Saturday 9:00 a.m. to 3 a.m.
4. The building identified as a warehouse is intended solely for storage and office use associated for the restaurant.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
    - The site plan shall identify a total number of 12 trees and 48 shrubs for the surface

parking:

*Formula: One (1) tree for every ten (10) parking spaces, as per section 24.83.3 (1)

.67 total parking spaces / 10 = 6.7 trees

.Total number of trees required: 7 Trees

*Formula: The length of the public street or thoroughfare measured in linear feet at the centerline of the street and adjancent to the property (152.46 Linear Feet, LF) divided by 30.

.Length of the public street 152.46 LF / 30 =5.082 trees

.Total number of trees required: 5 Trees

*Formula: The number of shrubs required shall be equal to the total number of trees required multiplied by four (4), as per section 24.83.3 (2).

.7 trees + 5 trees =12 trees

.12 trees X 4shrubs = 48 shrubs

.Total number of Shrubs required: 48 Shrubs

7. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
8. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
9. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
10. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
11. Outdoor music and speakers are prohibited. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
12. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
13. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
15. The restaurant shall undergo an annual Fire Inspection.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
18. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).
19. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
20. A business entity, which has been granted an SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity's ownership status

which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.

21. Failure to comply (# 20 condition) above, shall render the existing SUP null, void and of no force or effect.
22. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Notice to the owner/applicant:

1. The approval of the special use permit does not guarantee the issuance of a building permit and requires full compliance with all applicable permanent codes and regulations.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
Yes, there are multi-family residential uses to the east and a nursing home to the south of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood because there will be no outdoor patio.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the underlying zone requires the SUP overlay to allow for a restaurant serving alcohol as intended by the applicant.

Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Site Plan

Narrative

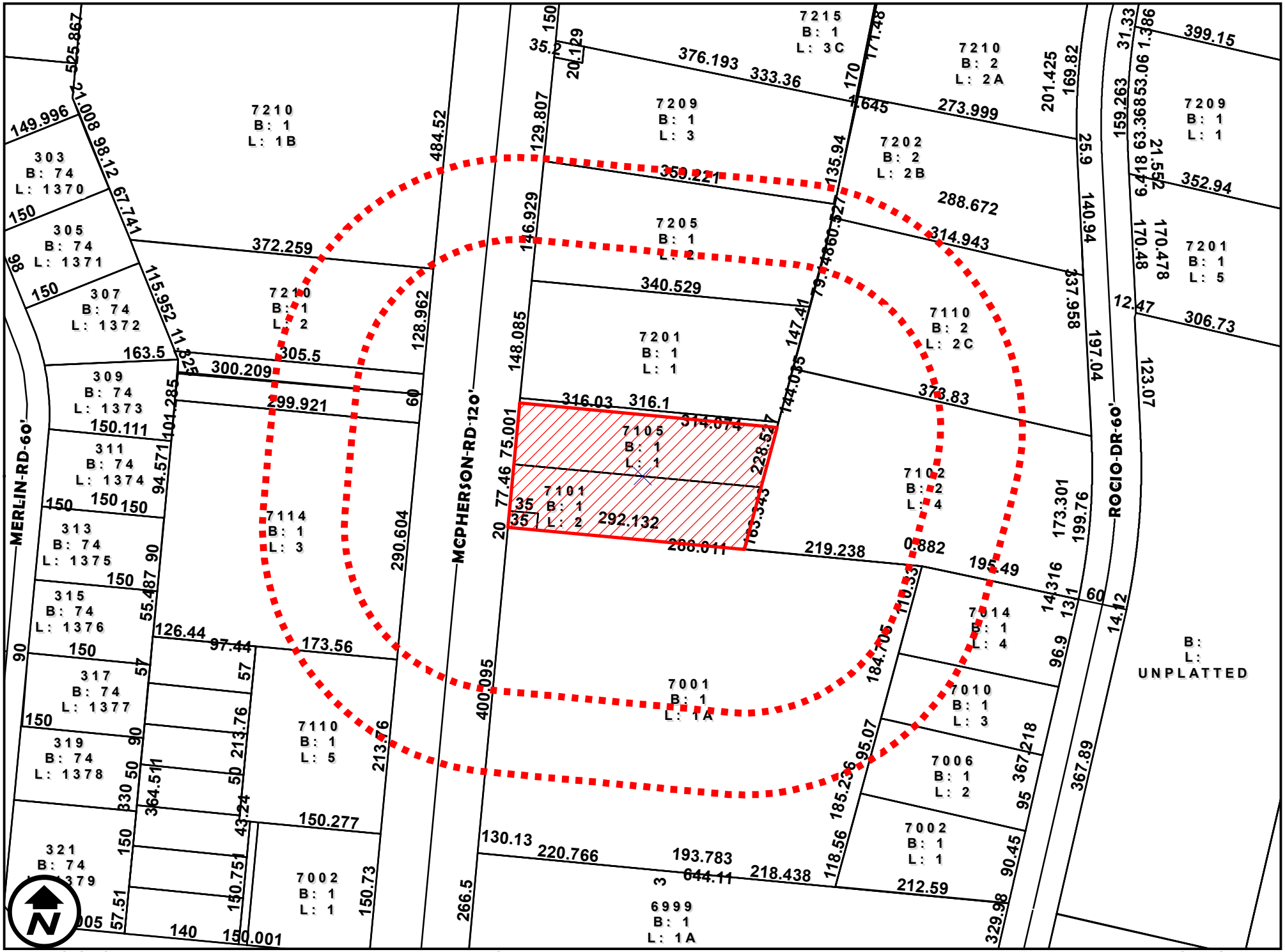
Ordinance

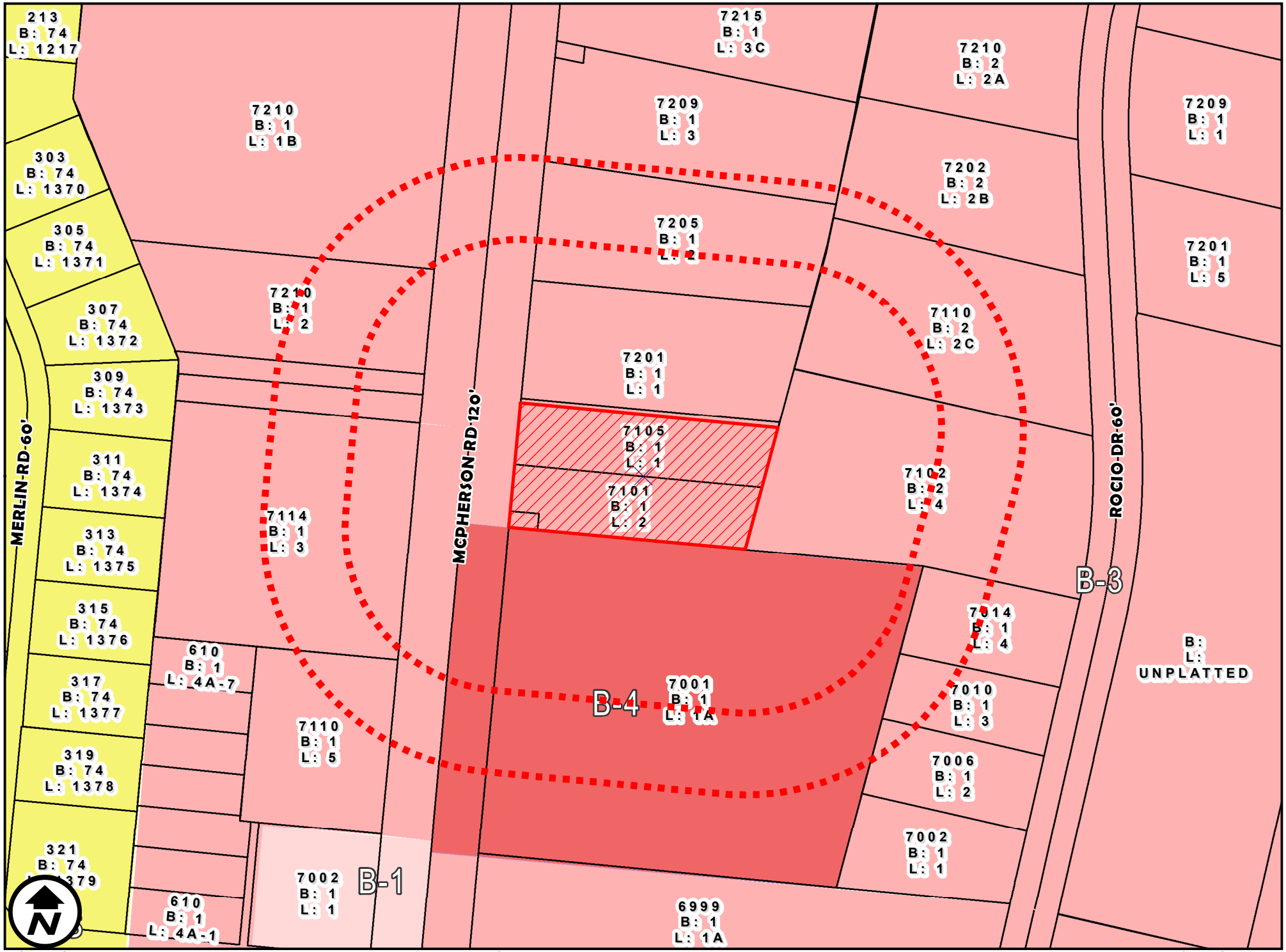
AERIAL MAP

1 inch = 150 feet

ZC-010-2026
COUNCIL DISTRICT 5
7101 AND 7105 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL


MERLIN-RD-60'
MCPHERSON-RD-120'
ROCIO-DR-60'
7105 B: 1 L: 1
7101 B: 1 L: 2
7210 B: 1 L: 1B
7210 B: 1 L: 2
7114 B: 1 L: 3
7110 B: 1 L: 5
7002 B: 1 L: 1
7001 B: 1 L: 1A
6999 B: 1 L: 1A
7209 B: 1 L: 3
7205 B: 1 L: 2
7201 B: 1 L: 1
7215 B: 1 L: 3C
7210 B: 2 L: 2A
7202 B: 2 L: 2B
7110 B: 2 L: 2C
7102 B: 2 L: 4
7014 B: 1 L: 4
7010 B: 1 L: 3
7006 B: 1 L: 2
7002 B: 1 L: 1
7209 B: 1 L: 1
7201 B: 1 L: 5
B: L: UNPLATTED
303 B: 74 L: 1370
305 B: 74 L: 1371
307 B: 74 L: 1372
309 B: 74 L: 1373
311 B: 74 L: 1374
313 B: 74 L: 1375
315 B: 74 L: 1376
317 B: 74 L: 1377
319 B: 74 L: 1378
321 B: 74 L: 1379
292.132
288.011
316.03
316.1
314.074
359.221
340.529
372.259
300.209
299.921
305.5
376.193
333.36
273.999
314.943
288.672
378.83
219.238
195.49
130.13
220.766
193.783
644.11
218.438
212.59
150.277
150.001
140
290.604
400.095
484.52
213.76
173.56
126.44
97.44
399.15
352.94
306.73
123.07
367.89
329.98
90.45
95.07
184.705
110.33
14.12
1.386
31.33
53.06
63.368
6.418
21.552
170.48
170.478
159.263
201.425
169.82
140.94
197.04
173.301
199.76
96.9
367.218
185.236
118.56
266.5
163.343
228.527
144.085
147.41
135.94
129.807
146.929
148.085
128.962
75.001
77.46
20
35
35
60
57
57
50
50
43.24
150.751
150.73
364.511
330
213.76
90
90
90
90
55.487
94.571
101.285
115.952
11.325
67.741
98.12
21.008
525.867
149.996
150
150
150
150
150
150
150
150
150
150
150
150
98
90
57.51
140
163.5
20.129
35.2
150
171.48
170
1645
259
337.958
12.47
14.316
13.1
60
0.882
1.386
1.386
1.386

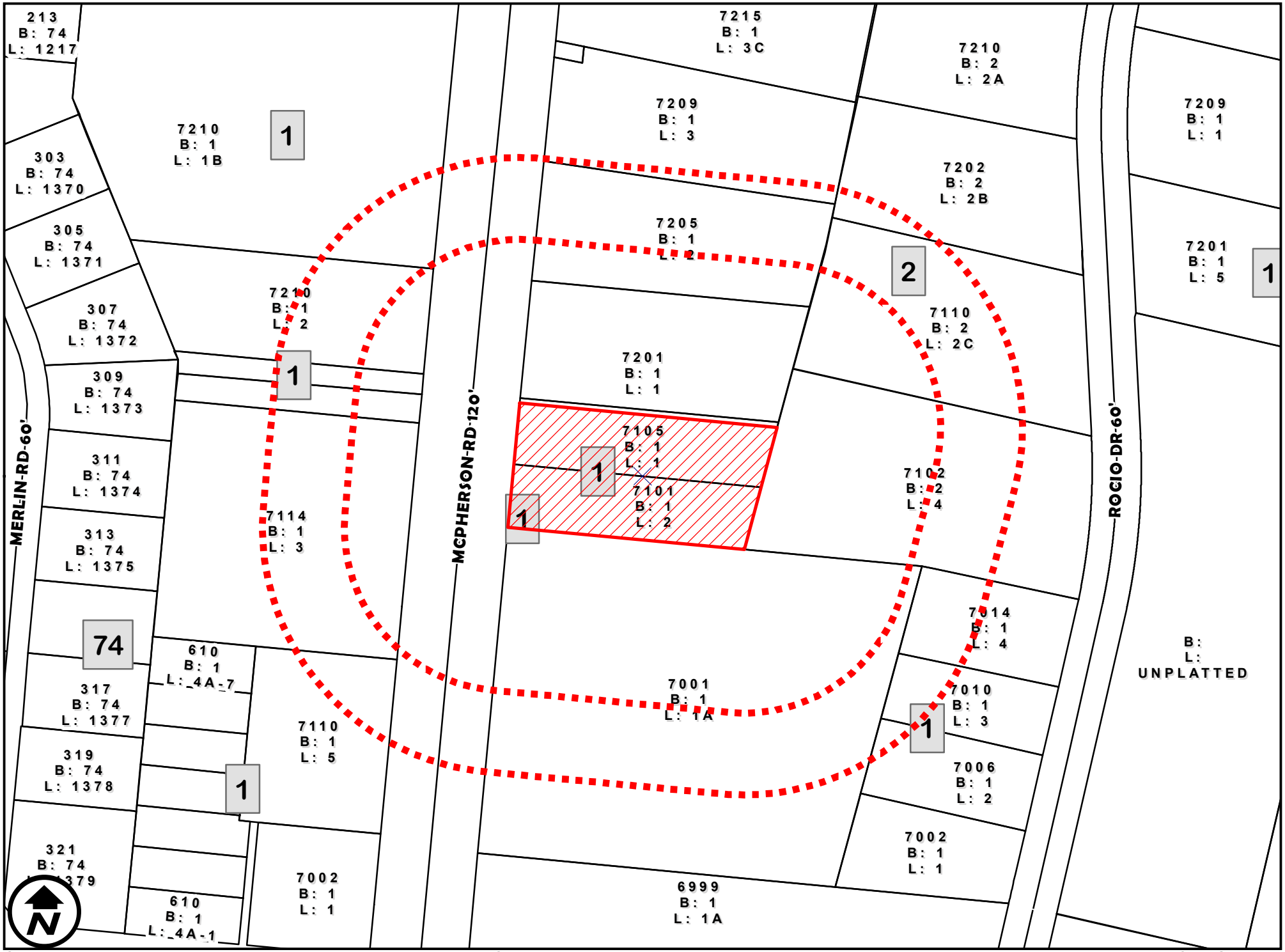


ZONING MAP

1 inch = 150 feet

ZC-010-2026
COUNCIL DISTRICT 5
7101 AND 7105 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR RESTAURANT SERVING ALCOHOL

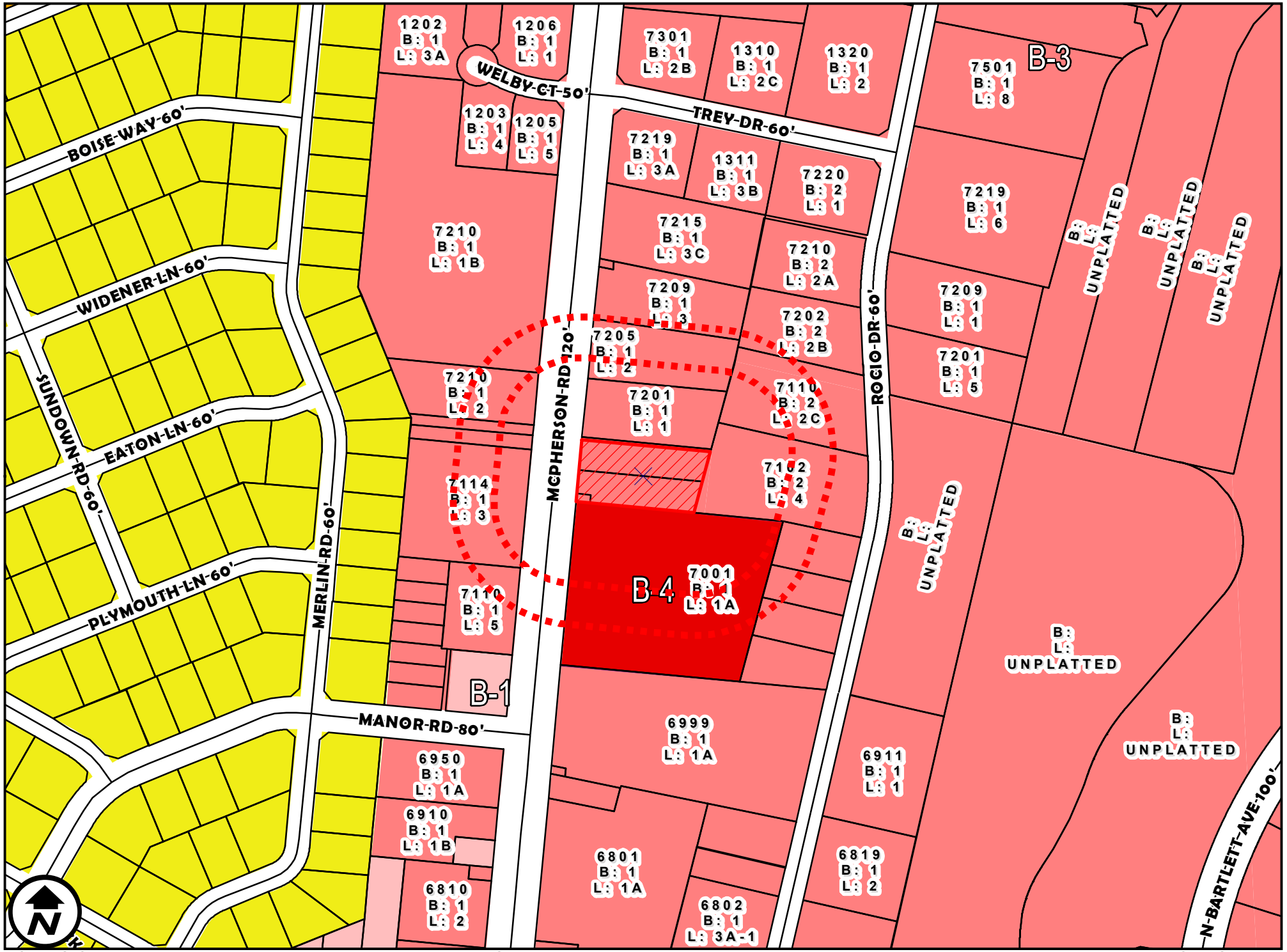


SURVEY MAP

1 inch = 150 feet

ZC-010-2026
COUNCIL DISTRICT 5
7101 AND 7105 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR RESTAURANT SERVING ALCOHOL

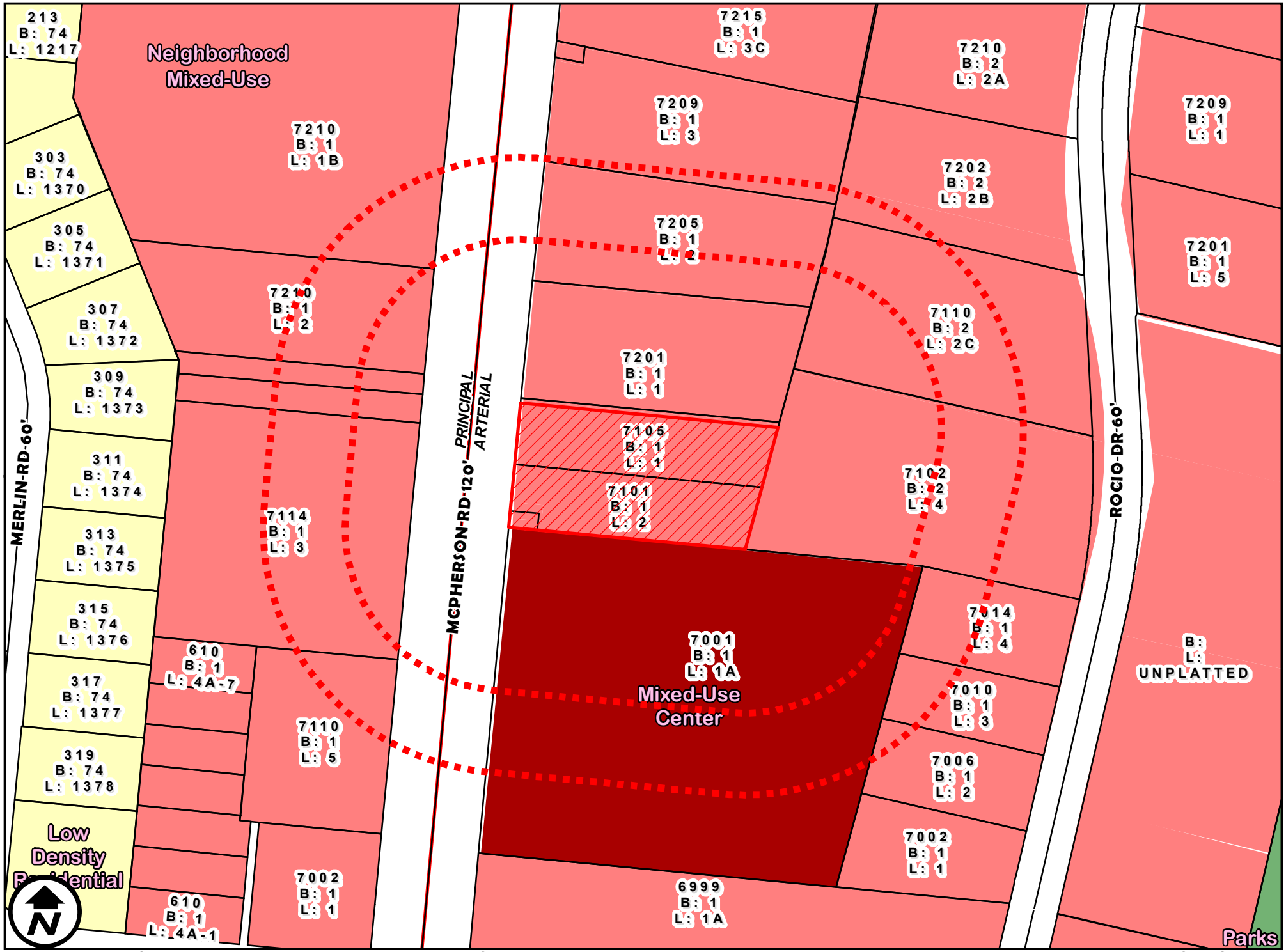


ZONING OVERVIEW

1 inch = 300 feet

ZC-010-2026
COUNCIL DISTRICT 5
7101 AND 7105 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE

1 inch = 150 feet

ZC-010-2026
COUNCIL DISTRICT 5
7101 AND 7105 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR RESTAURANT SERVING ALCOHOL

200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-010-2026
COUNCIL DISTRICT 5
7101 AND 7105 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR RESTAURANT SERVING ALCOHOL

ZC-010-2026
ATTENTION
PROPOSED
SPECIAL USE PERMIT

EXHIBIT A

GENERAL SITE NOTES

1.- SITE AND LANDSCAPING DETAILS WILL NOT BE PROVIDED. DETAILS PROVIDED BY DEVELOPER. THE DESIGN IS FOR PAO AREA ONLY.

LANDSCAPE NOTES

1.- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.

2.- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VECINITY OF UNDERGROUND UTILITIES.

3.- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

4.- CONTRACTOR TO PROVIDE A MIN 2% SLOPE AWAYY FROM STRUCTURE ON ALL SIDES.

5.- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL NEED BE INSTALLED ADJACENT TO CURBS OR SIDEWALKS.

6.- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.

7.- ALL LAWN AREAS TO BE SOLID SOD BERMUDA GRASS, U.N.O.

8.- ALL IRRIGATION SYSTEM DESIGN AND INSTALLATION TO BE PERFORMED BY LICENSED INSTALLER IN THE STATE OF TEXAS.

9.- ALL LANDSCAPING TO COMPLY WITH THE MINIMUM REQUIREMENTS OF THE CITY OF LAREDO AND WITH THE CONDOMINIUM REGIME OF THE DEVELOPMENT.

LANDSCAPE NOTES, (LDC Sections 24.83 (b) - k)

(3) GENERAL PLANTING AND MAINTENANCE STANDARDS
(A) ALL TREESSHALL BE PLANTED IN HOLES TWO (2) TO FIVE (5) TIMESWIDER THAN THE ROOTBALL DIAMETER. THE DEPTH OF THE HOLE SHOULD BE NO DEEPER THAN NECESSARY TO SET THE PLANT AT THESAMEDEPTH ITWAS IN THE NURSERY. ALL SHRUBS SHALL BE PLANTED IN HOLES A MINIMUM OF SIX (6) INCHES WIDER ON EACH SIDE THAN THEIR ROOT SPREAD. WHETHER CONTAINER GROWN OR BALLED ANDBURLAPPED, THISENABLESTHE PLANT TO EXTEND THE SMALL ROOTS IN THE FIRST FEW WEEKS IN THE GROUND.
(B) PLACE THE TREE OR SHRUB IN THE HOLE. IF THE TREE IS CONTAINER GROWN, PULL THE CONTAINER AWAY FROM THE ROOTBALL. DO NOT PULL THE TREE BY ITS TRUNK. PULLING THE TREE OUT OF THE CONTAINER BY ITS TRUNK WILL DAMAGE THE SMALL ROOTS WITHIN THE BALL. PLACE THE TREE OR SHRUB IN THE CENTER OF THE HOLE AND ADJUST IT SO THAT IT IS STRAIGHT AND AT THE PROPER LEVEL.
(C) FOR BALLED AND BURLAPPED PLANTS PULL THE TOP AND SIDES OF THE BURLAP AWAY FROM THE BALL. AFTER THE HOLE HAS BEEN PARTIALLY BACKFILLED BUT BEFORE WATERING, DO NOT ATTEMPT TO PULL THE BURLAP OUT FROMUNDER THE BALL UNDER ANY CONDITION. ALL WIRE AND SURPLUS BINDING FROM THE TOPAND SIDESOF THE BALL SHOULD BEREMOVED.
(D) BACKFILL WITH THE ORIGINAL SOIL AND FIRMTHE SOIL UNTIL APPROXIMATELY TWO- THIRDS (2/3) FULL. BEFORE COMPLETING, FILL THE HOLE WITH WATER AND ALLOW THE SOIL TO SETTLE AROUND THE ROOTS. AFTER THE WATER HAS BE EN ABSORBED, ADD TOPSOIL TO BRING UP TO GRADE AND FORM A WATERING BASIN AROUND THE TREE.
(E) ANEARTH BASIN, APPROXIMATELY FOUR (4) INCHES IN HEIGHT, SHALL BE FORMED AROUND THE TREEOR SHRUB PIT TOHELP RETAINWATER AND PROTECT THE TRUNK FROM MOWER DAMAGE. INDIMIDUAL PLANT PITS SHALL BE COMPLETELY ENCIRCLED BY THE BASIN, EXCEPT ON STEEP SLOPES WHERE THE BASIN IS FORMED ON THE DOWNHILL SIDE TO SERVE AS A DAM.
(F) TREES TALLER THAN FOUR (4) FEET MAY NEED TO BE STAKED. RUBBER HOSE SHALL BE USED TO PROTECT THE TREE FROM THE STAKING WIRE.
(G) THE TREES AND SHRUBS MUST BE WATERED IMMEDIATELY AFTER PLANTING AND AS NEEDED DURING THE FIRST TWO (2) GROWING SEASONS. A THOROUGH SOAKING IS PREFERRED OVER LIGHT, FREQUENT SOAKINGS.
(H) THE ENTIRE AREA FORMED WITHIN THE EARTH BASIN SHALL BE FILLED WITH 3 TO 4 INCHESOF MULCH TO HELP CONSERVE MOISTURE AND REDUCE COMPETITION FROM WEEDS.
(I) ALL TREES AND SHRUBS SHALL BE PLANTED IN INDIVIDUAL HOLES WITH THE EXCEPTION OF HEDGES. HEDGES MAY BE PLANTED IN A CONTINUOUS TRENCH AS LONG AS ADEQUATE ROOM IS ALLOWED FOR ROOT DEVELOPMENT.

(4) STAKING, GUYING AND WRAPPING
(A) ALL EVERGREEN AND DECIDUOUS TREES OVER FOUR (4) FEET TALL NEED TO BE SUPPORTED BY AN ACCEPTABLE METHOD TO KEEP THE TREE TRUNK IN AN UPRIGHT POSITION IMMEDIATELY AFTER PLANTING. BRACING PREVENTS THE TREE FROM BEING DAMAGED BY STRONG WINDS WHICH LOOSENS THE SOIL AROUND THE BASE OF THE TREE AND INJURES THE ROOTING SYSTEM.
(B) TREES SHALL BE STAKED OR GUYED FORA MINIMUM OF ONE GROWING SEASON. ALL BRACING AND TREESUPPORTS SHOULD BE ELIMINATED AS SOONAS THE TREE BECOMES SELF-SUPPORTING.
(C) IF THE TREE HAS SPARSE FOLIAGE AND IS EXPOSED TO FULL SUN, THE TRUNK SHALL BE WRAPPED WITH AN APPROPRIATE MATERIAL TO PREVENT SUN SCALDING. SPECIAL TREE WRAP PAPER IS AVAILABLE; HOWEVER STRIPS OF BURLAP AND ALUMINUM FOILWILL ALSO PROTECT THETREE.

(5) IRRIGATIONREQUIREMENTS
(A) THE INSTALLATION OF A SUPPLEMENTAL IRRIGATION SYSTEM IS REQUIRED TO GIVE THE TREES AND SHRUBS AN ADEQUATE AMOUNT OF WATER WITHOUT WASTE. ALL REQUIRED LANDSCAPING SHALL BE IRRIGA TEDBY EITHER AN UNDERGROUND SPRINKLING SYSTEM, DRIP IRRIGATION SYSTEM OR A HOSE ATTACHMENT WITHIN 100 FEET (100'-0") OF THE LANDSCAPED AREA.
(B) THEIRRIGATIONSYSTEMS SHALL BE DESIGNED ANDCALIBRA TED IN ORDER TO THOROUGHLY SOAK THEROOT AREA OF THE PLANT AREA WITH THE FREQUENCY NECESSARY TOESTABLISH NEWLY PLANTED TREES AND SHRUBS AND TOSUSTAIN THEIRHEALTHY GROWTH.
(C) THE SYSTEM USED SHALL BE DESIGNED TO MINIMIZE THE AMOUNT OF SPRAY THAT WILL FALL ON SIDEWALKS, NEIGHBORING PROPERTIES AND ADJACENTBUILDINGS IN ORDERTO ACHIEVE WATER CONSERVATION.
(D) THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR IRRIGATION AS WELL AS REGULAR MAINTENANCE OF THE TREES AND SHRUBS.

ALL TREES ARE TO BE WATERED WITH BUBBLERS AND TO BE ON THEIR OWN SEPARATE IRRIGATION ZONE.

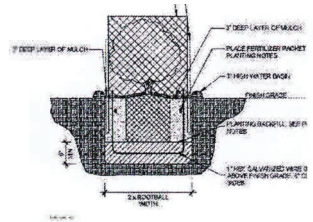
MOUNTIAN LAUREL IS ON THE PLAN, BUT EITHER SPECIFY A VARIETY OF DIFFERENT NATIVE TREES. OR SPECIFY THAT THEY CAN BE LATERSU BSTITUTED BY ADIFFERENT NATIVE TREE SPECIES FROM APPENDIX F-1 GIVEN AVAILABILITY.

CITY OF LAREDO LANDSCAPE REQUIREMENTS		
SECTION 24.83 OF LAND DEVELOPMENT CODE	REQUIRED	PROVIDED
WHERETHE PROPERTY TO BEPLATTED LIESADJACENT TO ONLY ONE SIDE OF A PUBLIC STREET OR THOROUGHFARE, "X" SHALL REPRESENT THE LENGTH OF THE PUBLIC STREET IN LF TREES = X/50 MCPHERSON RD. (152.46 LF / 30 = 5 STREET TREES	5 TREES	5 TREES
ONETREE FOR EVERY 10 PARKINGSPACES ORA FRACTION THEREOF (67 / 10 = 7 PARKING LOT TREES)	7 TREES	7 TREES
PARKING SURFACES ADJACENT TO PUBLIC STREETS SHALL BE SCREENED WITH SHRUBS. 75% OF SHRUBS SHALL BE PLANTED ALONG THE PERIMETER OF SURFACE PARKING. SCREENING SHRUBS = # OF STREET TREES x 4 (MCPHERSON) 5 x 4 = 20 SCREENING SHRUBS	20 SHRUBS	20 SHRUBS

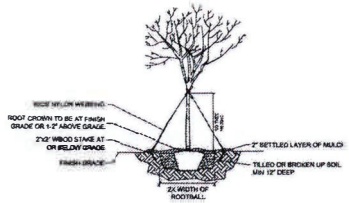
LANDSCAPE LEGEND

UNITS	SYMBOL	COMMON NAME	DESCRIPTION
SHRUB, CACTI			
8	YR	YUCCA, RED	5 GALLON
SHRUB, EVERGREEN BROADLEAF			
12	TS	TEXAS SAGE	5 GALLON
TREE, EVERGREEN			
7	OSL	OAK, SOUTHERN LIVE	2.5" CAL 30 GAL CONTAINER
5	LTM	LAUREL, TEXAS MOUNTAIN	2.5" CAL 30 GAL CONTAINER
TURF	COMMON BERMUDA GRASS	CYODON DACTYLON	SOD PER SPECIFICATIONS

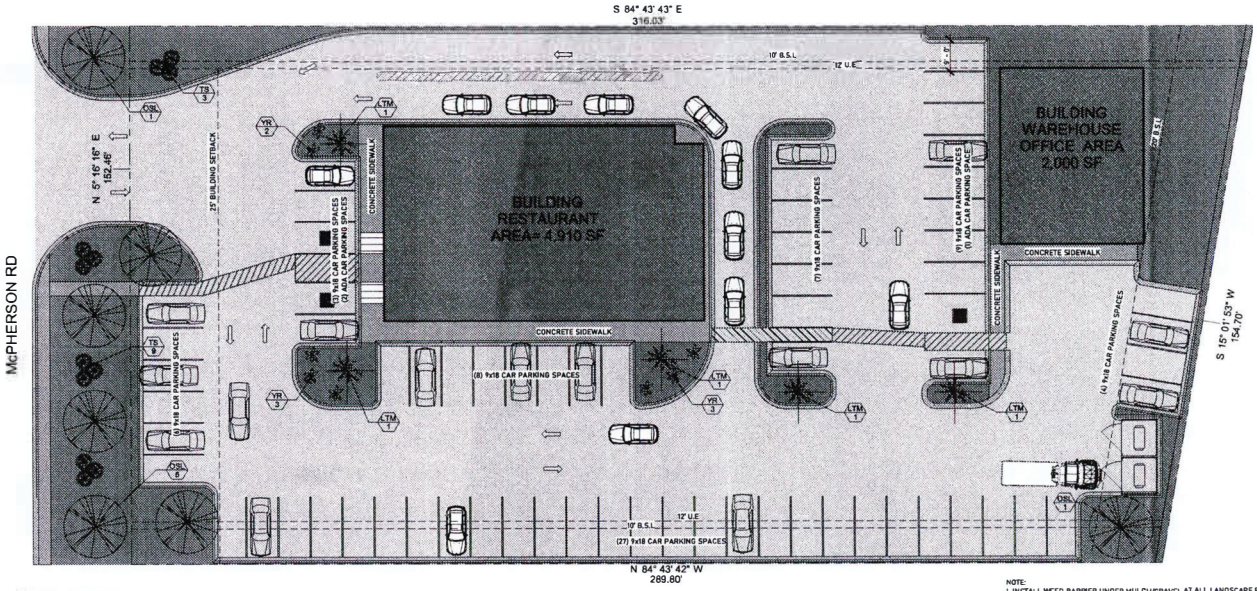
*NOTE: THE TOTAL CALIPER OF ALL TREES BE AT LEAST 96 INCHES.



PLAN VIEW



TREE PLANTING (>2" CAL.)
NOT TO SCALE



LANDSCAPE PLAN
1/16" = 1'-0"

NOTE:
1. INSTALL WEED BARRIER UNDER MULCH/GRAVEL AT ALL LANDSCAPE BEDS. REFERENCE LANDSCAPE
NOTES AND PLANTING DETAIL FOR REQUIREMENTS.
2. CONTRACTOR SHALL BERESPONSIBLE FORREPAIRING ANY LAND AREA DISTURBED DUETO CONSTRUCTIONS, TO THE SATISFACTION OF THE OWNER. REPAIR SHALL INCLUDE, BUT IS NOT LIMITED TO, TILLING OF COMPACTED SOIL, REMOVING DEBRIS. INSTALLING QUALITY TOPSOIL, AND
ESTABLISHING A VEGETATIVE COVER.

ATTHE OFFICE PARKING ALL TREES SHALL BE WATERED BY BUBBLER IRRIGATION ON ITS OWN VALVE

MSpacios
M.A.SPACIOSDESING, LLC
MARIO ALBERTO SALAS, RAS 1460
1407 CALLE DEL NORTE, STE 113,
LAREDO, TEXAS 78041
956.7446565
MASPACIOS@GMAIL.CM
Consultants

Owner	Project	Revisions	Notes	Checked by	Scale	Date	Sheet Title	Dwg.No.
Owner Name JAVIER ADRIAN GONZALEZ	Project Name MCPHERSON RESTAURANT 7101 MCPHERSON RD, LAREDO, TX 78045 BLOCK 1, LOT 2, BUITRON/RAMOS	12/02/2025 LANDSCAPE PLAN 1	COPYRIGHT 2025 THESE PLANS AND THEIR USE ARE THE PROPERTY OF THE DESIGNER. THESE PLANS ARE FOR CONSTRUCTION OF ONE BUILDING ONLY. POSSESSION OF PLANS DOES NOT AUTHORIZE CONTINUED USE OF SAME FOR CONSTRUCTION OF OTHER PROJECT. NOT TO BE COPIED WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. RETAINS ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, IN ADDITION TO THE COPYRIGHT.	M.A.SALAS Drawn by M.A. SALAS	571225 Project # As indicated	01 DEC.2025	LANDSCAPE PLAN	L100

Building Warehouse & Office Area

Se utilizara para alvacen de herramietas de cocina (Platos, Vasos, Plasticos, Bandejas y Articulos no perecederos.

Se utilizara como Oficina para llevar la administracion e Inventario de operaciones.

Javier Adrian Gonzalez

NOVEMBER 12, 2025

To whom it may concern,

We are writing this letter of intent to the City of Laredo to request an application to get a permit for sale of alcohol for our future restaurant project, which be in 7101 & 7105 Mcpherson Rd. Laredo Tx. 78045.

I am an entrepreneur, I started with my wife our first location back in 2016, in 1001 Bristol Rd., we started selling only snacks, then all kind of Mexican food, and 3 years ago I requested a permit for alcohol sale, which only sell beer. Now a day our business has not had any problems, and all tax payments and licensing have been made.

We are focused on this new project that for many years we have in our minds and goals to have our own place for our family, and for all the Laredo ´s family.

Through this letter, we wish to express our interest in creating our project for a family-friendly restaurant, complying with the requirements established by the City of Laredo. The project includes a restaurant area, a children-s play area and a menu of home-style Mexican meals and beverages for all ages.

This, with your support and collaboration, will help generate more than 25 jobs in this commercial area, currently in zone B3.

Therefore, that ´s what I am here to request a special use permit for beverage and liquors to continue the properly development, design (with whom I am working with Alberto Salas who is part of MA Spacios) and engineering with Daniel Gomez who is part of Daniel Gomez Engingeering, P.C.) for the restaurant project for the comfort of our customers.

Sincerely

Javier Adrian Gonzalez

ORDINANCE NO. 2026-O-11

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE FOR A RESTAURANT SERVING ALCOHOL ON LOTS 1 AND 2, BLOCK 1, BUITRON/RAMOS SUBDIVISION, LOCATED AT 7101 AND 7105 MCPHERSON ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1 and 2, Block 1, Buitron/Ramos Subdivision, located at 7101 and 7105 McPherson Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 08, 2026; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a restaurant serving alcohol on Lots 1 and 2, Block 1, Buitron/Ramos Subdivision, located at 7101 and 7105 McPherson Road.

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

1. The Special Use Permit is issued to Javier Adrian Gonzalez, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 4,910 square feet located, with no outside patio, as per Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, Sunday through Wednesday 9:00 a.m. to 2:00 a.m and Thursday through Saturday 9:00 a.m. to 3 a.m.
4. The building identified as a warehouse is intended solely for storage and office use associated for the restaurant.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
    - The site plan shall identify a total number of 12 trees and 48 shrubs for the surface parking:

        *Formula: One (1) tree for every ten (10) parking spaces, as per section 24.83.3 (1)

        .67 total parking spaces / 10 = 6.7 trees

        .Total number of trees required: 7 Trees

        *Formula: The length of the public street or thoroughfare measured in linear feet at the centerline of the street and adjancent to the property (152.46 Linear Feet, LF) divided by 30.

        .Length of the public street 152.46 LF / 30 =5.082 trees

        .Total number of trees required: 5 Trees

        *Formula: The number of shrubs required shall be equal to the total number of trees required multiplied by four (4), as per section 24.83.3 (2).

        .7 trees + 5 trees =12 trees

        .12 trees X 4shrubs = 48 shrubs

        .Total number of Shrubs required: 48 Shrubs

7. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
8. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
9. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
10. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
11. Outdoor music and speakers are prohibited. The property owner must comply with all

City Noise Ordinances provisions of the City of Laredo Code of Ordinances.

12. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
13. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
15. The restaurant shall undergo an annual Fire Inspection.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
18. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).
19. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
20. A business entity, which has been granted an SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
21. Failure to comply (# 20 condition) above, shall render the existing SUP null, void and of no force or effect.
22. The use authorized by the special use permit is required to abide by all relevant municipal codes.

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 23.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.70 acres, located north of Cielito Lindo Boulevard and west of Ejido Avenue, from B-1 (Limited Business District) and R-1A (Single Family Reduced Area District) to B-3 (Community Business District).

ZC-004-2026
District II

Council District: District 2 **Zone Case:** ZC-004-2026

Letters sent to property owners: 20

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-004-2026 – Comprehensive Plan Alignment

---

1. Level of Alignment

☑ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Neighborhood Mixed-Use

"Neighborhood Mixed-Use areas provide a mix of residential, office, retail, service, and civic uses that serve the surrounding neighborhood and are designed to be walkable and integrated into nearby residential areas."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is predominantly designated **Neighborhood Mixed-Use** on the Future Land Use Map. Rezoning to **B-3 (Community Business District)** to allow a restaurant (drive-thru) is consistent with the Plan's intent to accommodate neighborhood- and community-serving commercial uses within mixed-use areas.

Land Use Policy – Arterial-Oriented Commercial Development

"Encourage mixed-use development patterns that locate neighborhood-serving commercial uses along arterial and collector streets while protecting adjacent residential areas."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The site is located along **Ejido Avenue (Principal Arterial)** and **Cielito Lindo Boulevard (Major Arterial)**. The proposed B-3 zoning and restaurant use aligns with the Plan's policy direction to place higher-intensity commercial uses on arterial roadways while maintaining compatibility with nearby residential neighborhoods.

Economic Development Goal

"Support economic development by promoting appropriately scaled commercial development that provides goods, services, and employment opportunities for local residents."
Page 7.3
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed restaurant use contributes to local economic activity, provides services to surrounding neighborhoods, and supports employment opportunities consistent with the Plan's economic development objectives.

---

3. Summary of Alignment

Agenda Item ZC-004-2026 demonstrates **Strong alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning to B-3 is consistent with the **Neighborhood Mixed-Use** Future Land Use designation and supports the Plan's guidance for locating commercial uses along major and principal arterial streets. The restaurant (drive-thru) use provides neighborhood-serving amenities while remaining compatible with surrounding land uses, including nearby commercial development and institutional uses.

This zoning action advances broader planning themes of **economic development**, **mobility efficiency**, and **complete neighborhoods**, while maintaining land use compatibility and adherence to the adopted Future Land Use Map.

---

4. Additional Requirements

All goals and policies cited above are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Applicable goals and policies supporting the proposed zoning action were clearly identified.

Conclusion:
The proposed rezoning action is **Strongly aligned** with the Viva Laredo Comprehensive Plan and directly implements its land use and economic development objectives.

City Council-Regular Meeting

Date: 2/2/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Salinas Village Development Corporation, Owner; Porras Nance Engineering, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-13 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.70 acres, located north of Cielito Lindo Boulevard and west of Ejido Avenue, from B-1 (Limited Business District) and R-1A (Single Family Reduced Area District) to B-3 (Community Business District).

ZC-004-2026
District II

PREVIOUS COUNCIL ACTION
On January 20, 2026, City Council made a motion to introduce the item.

BACKGROUND

Council District: II - Cm. Ricardo "Richie" Rangel, Jr

Proposed use: The proposed use is for a restaurant (drive thru).

Site: The site is currently vacant developed land.

Surrounding land uses: To the north of the site is mixed residential uses such as mobile homes and single family residential uses, Earthhaven Drive, and vacant developed land. To the east of the site is Ejido Avenue, Dollar Tree, and vacant land. To the south of the site is Cielito Lindo Boulevard and Lyndon B Johnson High School. To the west of the site is Everton Drive, Dollar General Market, vacant land, and mixed residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as predominantly Neighborhood Mixed-Use and a portion of Medium Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Ejido Avenue as a Principal Arterial, Cielito Lindo Boulevard as a Major Arterial, and Everton Drive as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 20 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION
Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's predominantly

designation as Neighborhood Mixed-Use (All Except, M-1, M-2, AH, AN, FH OG, B-4 allowed with exceptions***), which includes B-3 zoning districts.

2. The proposed zone change is appropriate at this location since there are B-3 zoning districts within the vicinity of the property.

3. The proposed use is compatible at this location, as the restaurant (drive thru) will provide additional amenities to the surrounding area.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No. There are similar uses within the vicinity of the site

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. There is an area of B-3 zoning district to the south of the site.

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a restaurant (drive thru) as intended by the.

Attachments:

Comp Plan Alignment

Maps

Survey, Metes, & Bounds

Zone Change Signage

Final Ordinance

AERIAL MAP

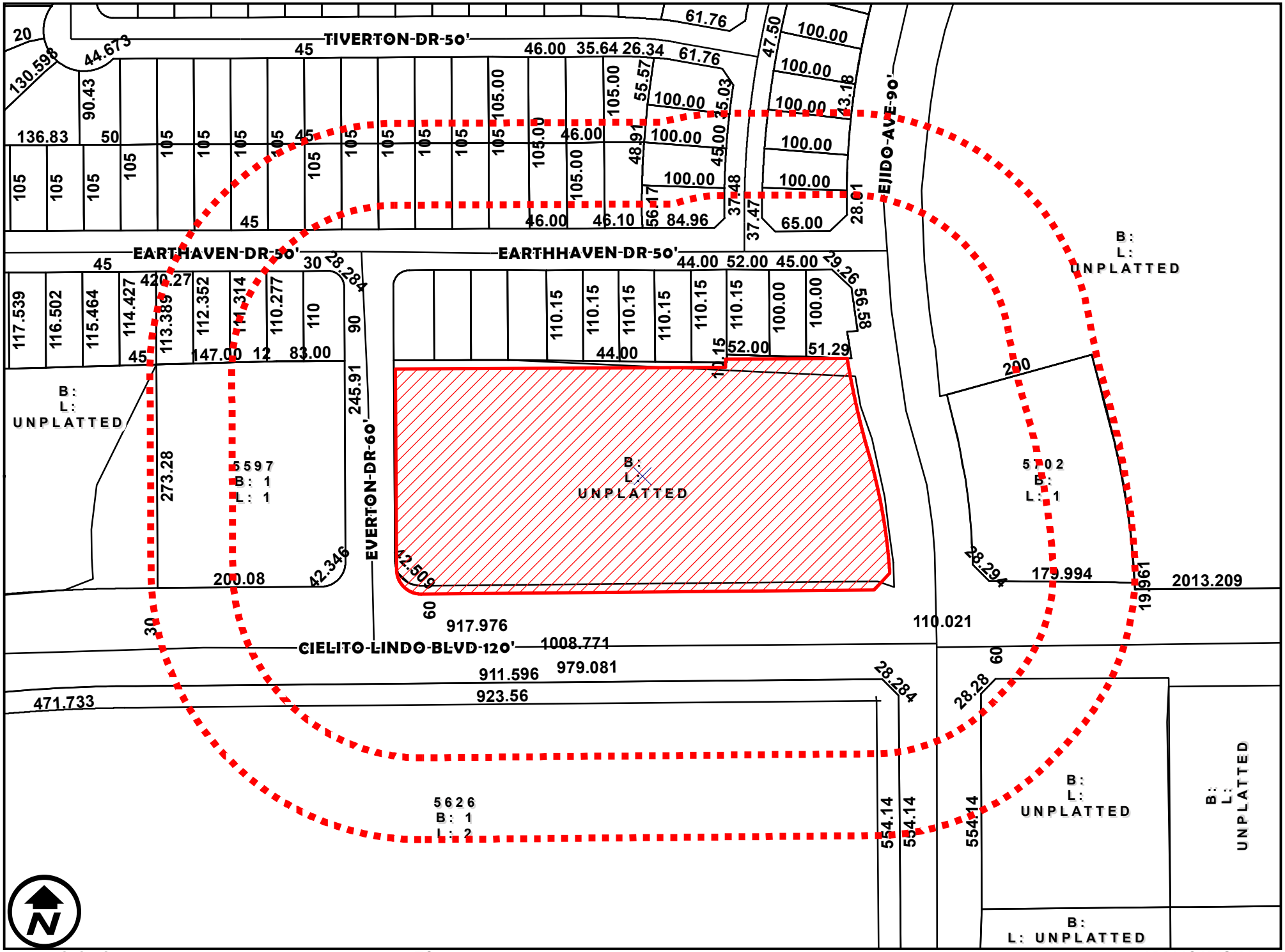
1 inch = 150 feet

ZC-004-2026

COUNCIL DISTRICT 2

NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE

APPLICATION | B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT, B-3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP

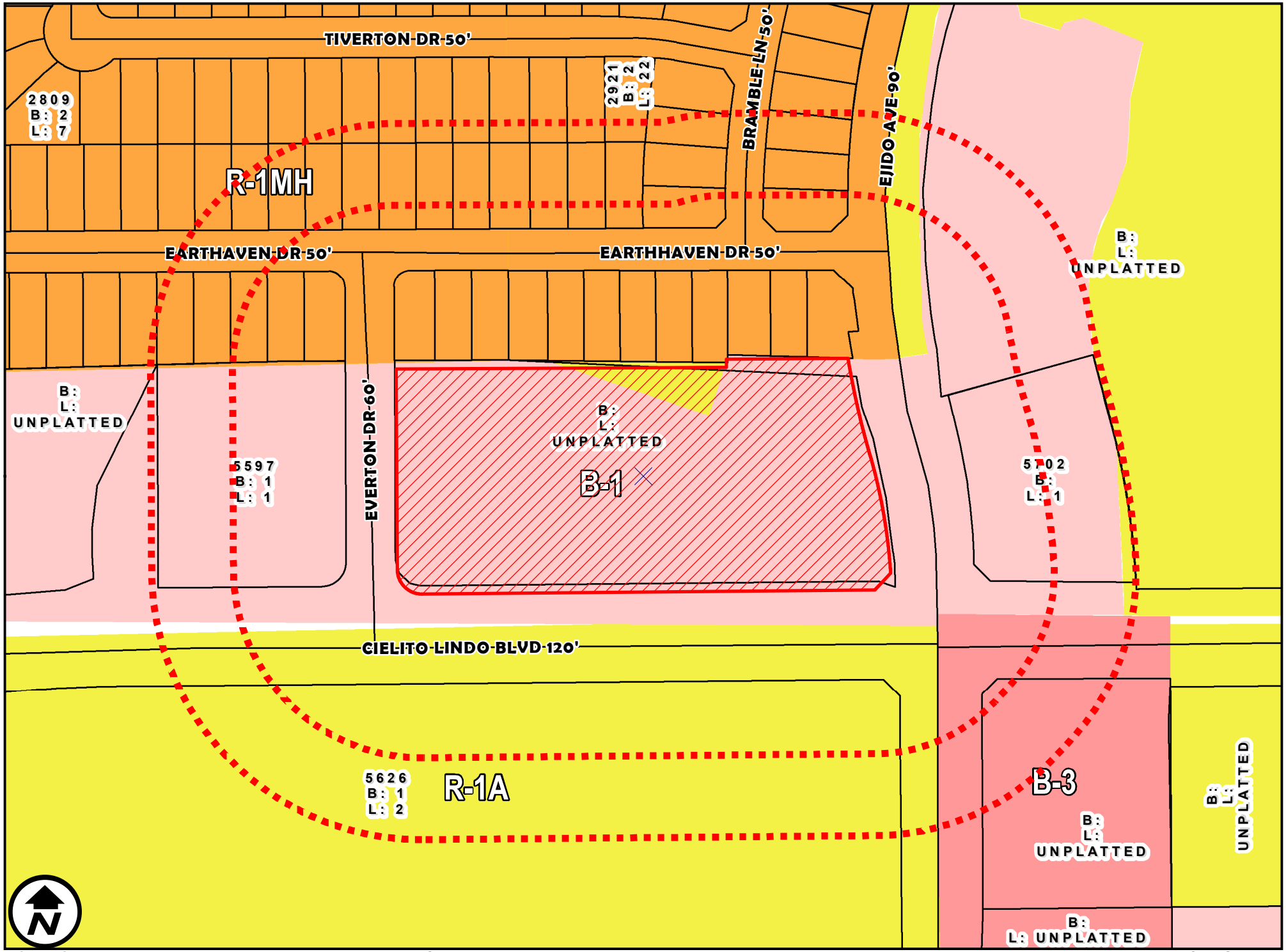
1 inch = 150 feet

ZC-004-2026

COUNCIL DISTRICT 2

NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE

APPLICATION FOR B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT, B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP

1 inch = 150 feet

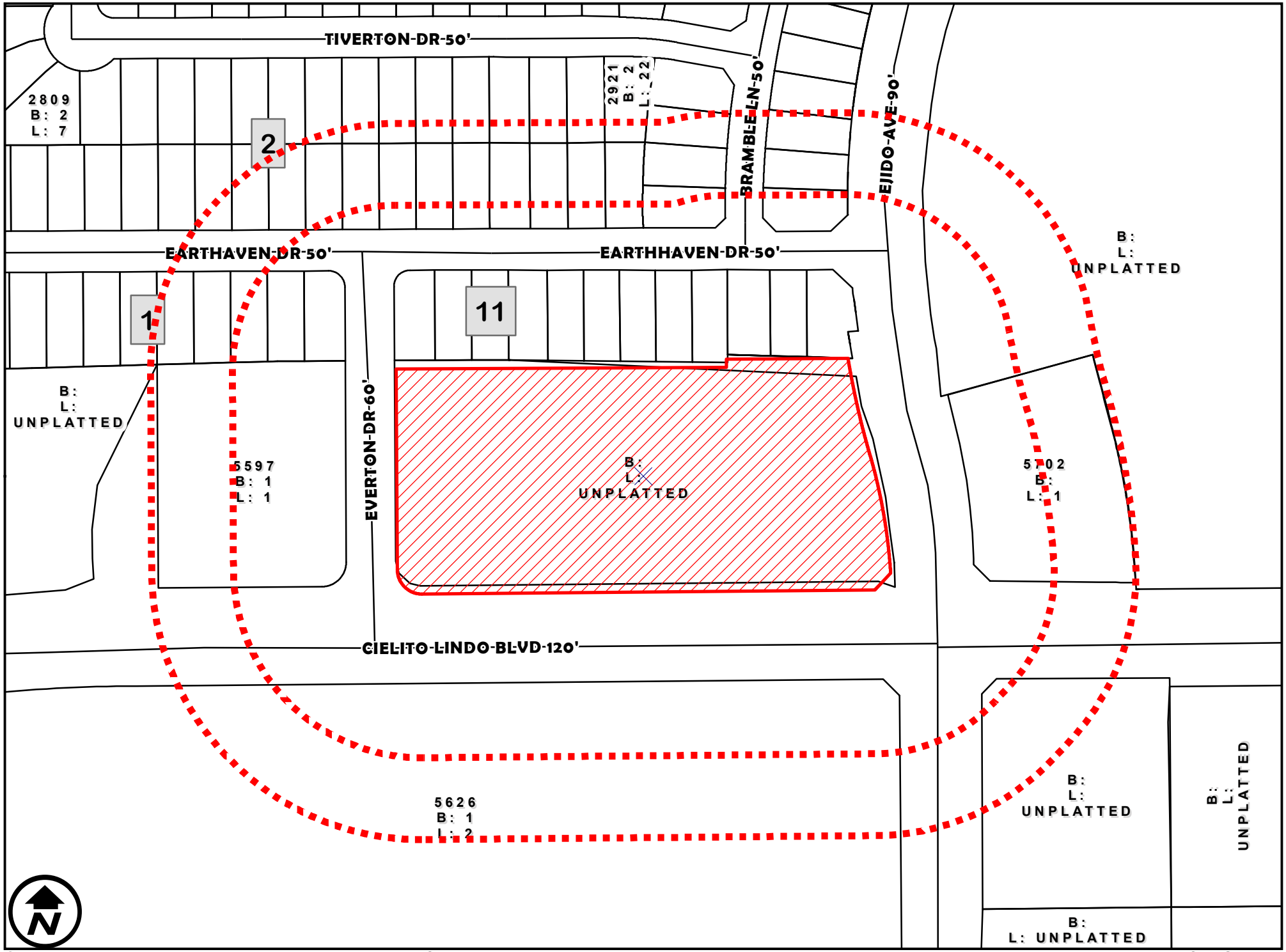
ZC-004-2026

COUNCIL DISTRICT 2

NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE

APPLICATION I

B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT, B-3 (COMMUNITY BUSINESS DISTRICT)



SURVEY MAP

1 inch = 150 feet

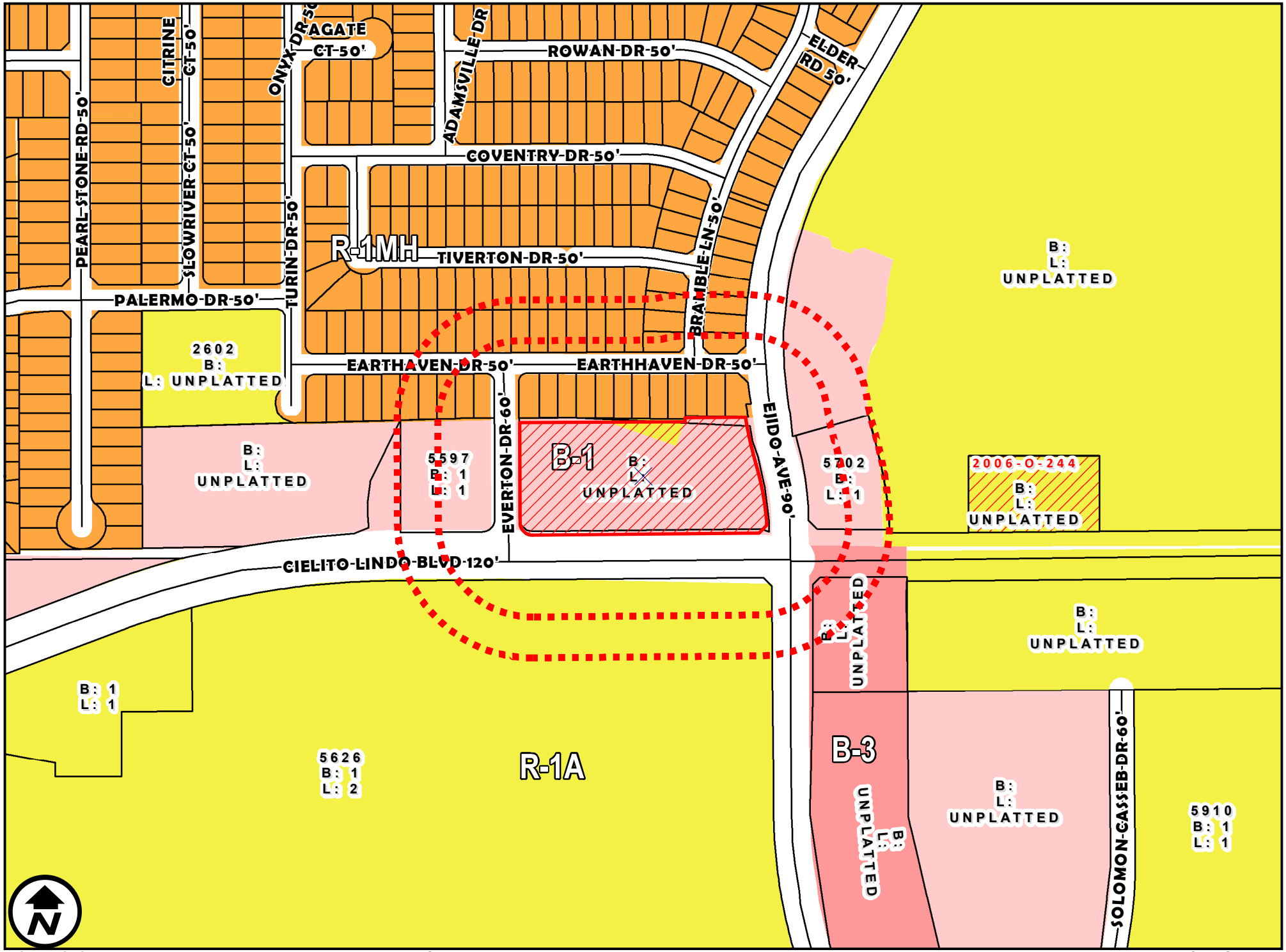
ZC-004-2026

COUNCIL DISTRICT 2

NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE

B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT, B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION | 204



ZONING OVERVIEW

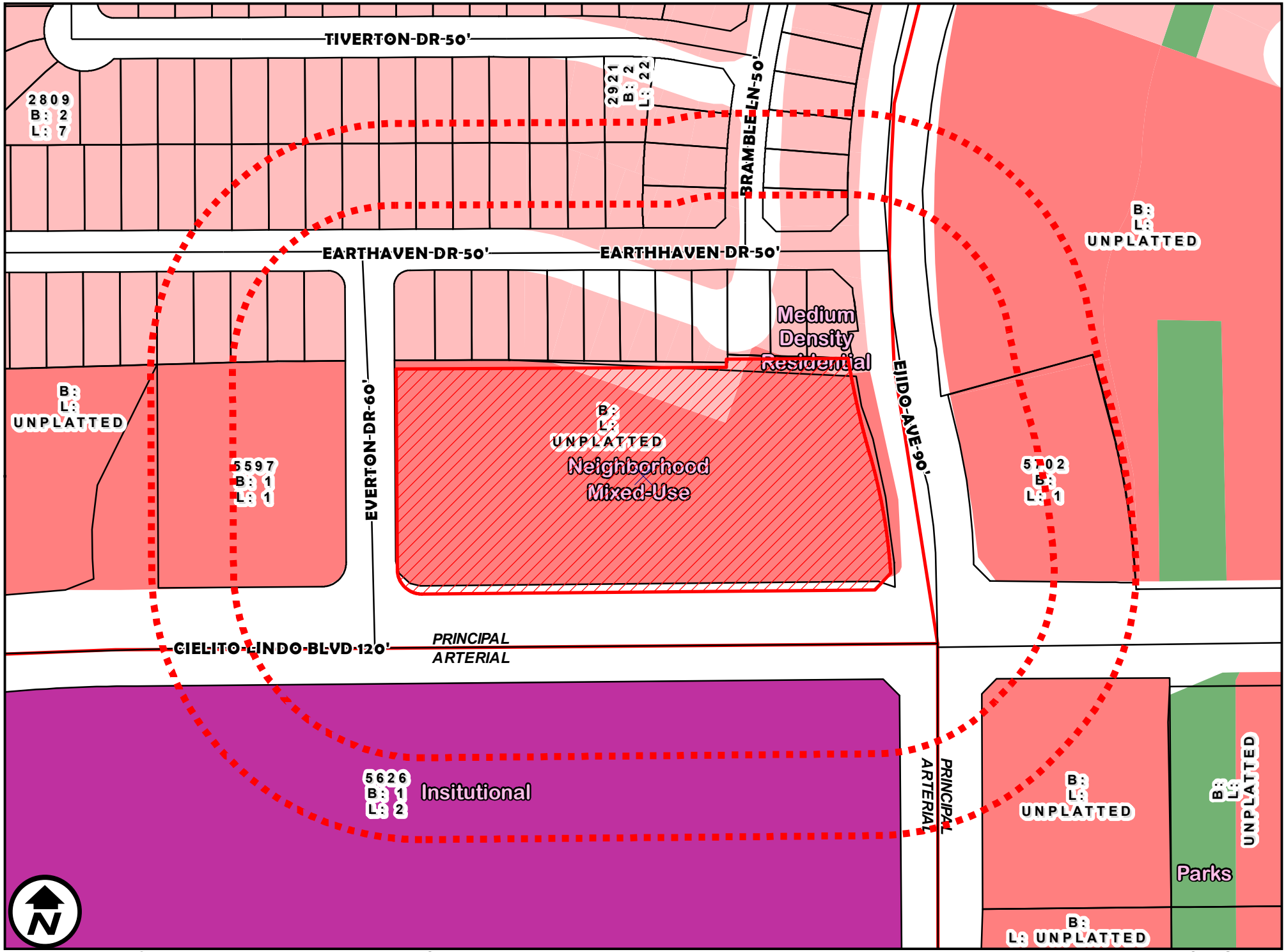
1 inch = 300 feet

ZC-004-2026

COUNCIL DISTRICT 2

NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE

APPLICATION | B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT, B-3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE

1 inch = 150 feet

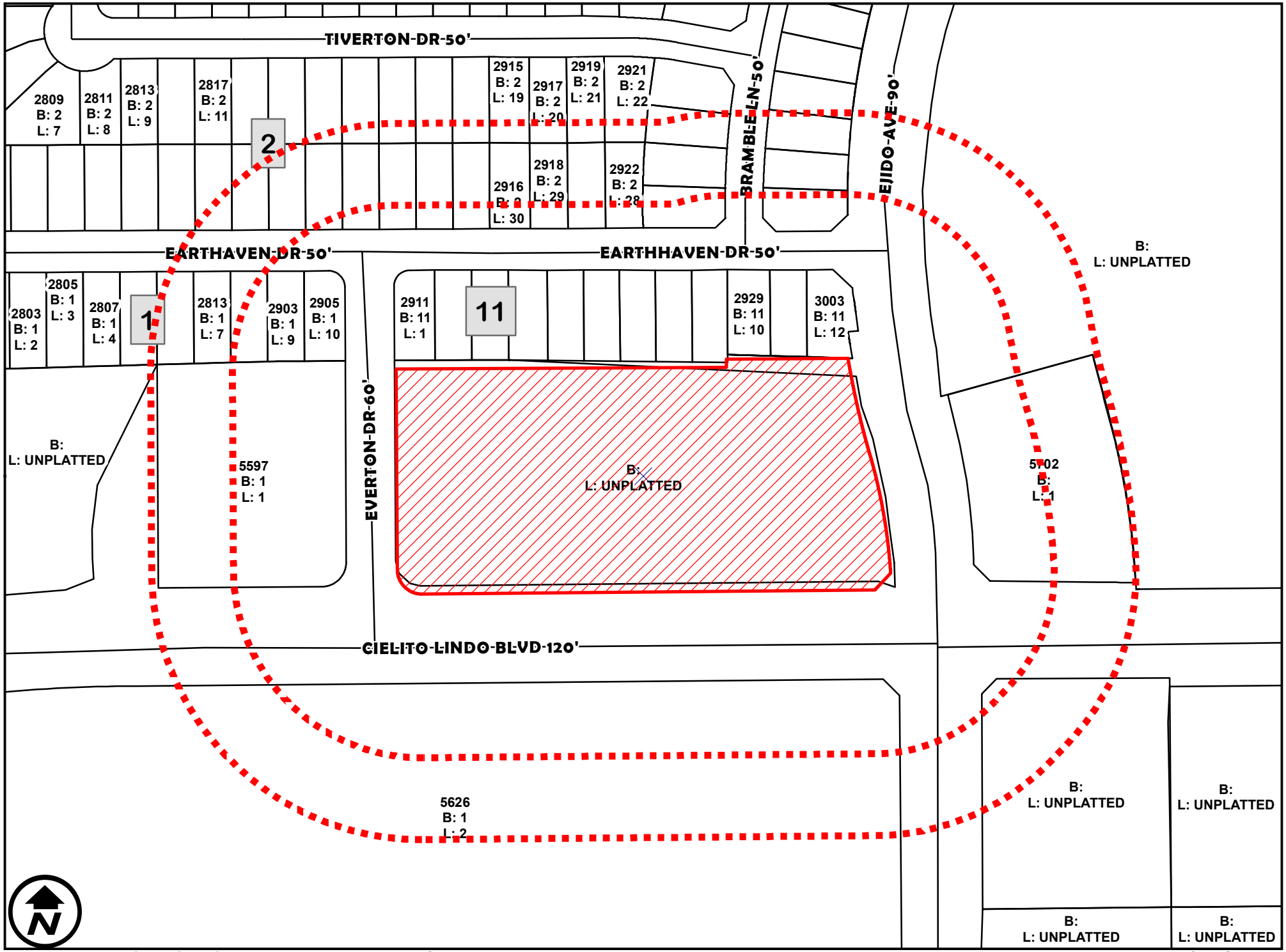
ZC-004-2026

COUNCIL DISTRICT 2

NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE

B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT, B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION | 206



200' AND 300' NOTIFICATION

1 inch = 150 feet

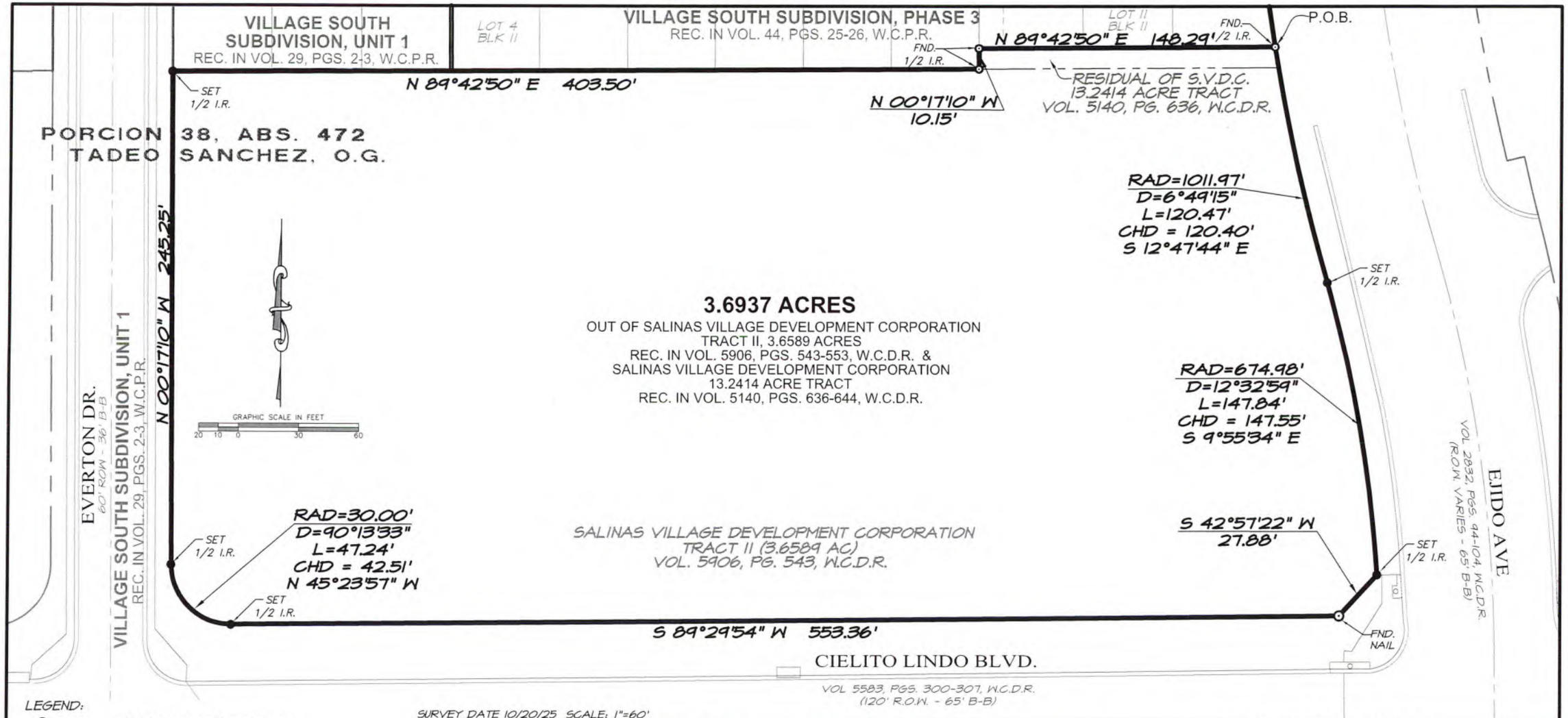
ZC-004-2026

COUNCIL DISTRICT 2

NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE

B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT, B-3 (COMMUNITY BUSINESS DISTRICT)

APPLICATION I 207



LEGEND:

●	SET NAIL or SET ½" IRON ROD
⊙	FOUND ½" IRON ROD
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
B-B	CURB BACK TO BACK WIDTH
W.C.P.R.	WEBB COUNTY PLAT RECORDS
W.C.D.R.	WEBB COUNTY DEED RECORDS

NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD ZONE ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS NO. 48479C1390C DATED: APRIL 2, 2008

BASIS OF BEARINGS:
GPS NAD 83 (2011 ADJ.) TEXAS STATE PLANE, 4205 SOUTH ZONE.

SURVEY DATE 10/20/25 SCALE: 1"=60'

STATE OF TEXAS REGISTERED WAYNE NANCE 6235 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 20TH DAY OF OCTOBER, 2025

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

3.6937 ACRE TRACT
OUT OF THE SALINAS VILLAGE DEVELOPMENT CORP.
TRACT II, 3.6589 ACRES
REC. IN VOL. 5906, PGS. 543-553, W.C.D.R. &
SALINAS VILLAGE DEVELOPMENT CORPORATION
13.2414 ACRE TRACT
REC. IN VOL. 5140, PGS. 636-644, W.C.D.R.

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLSF-10188800
OFFICE (956) 724-3097
www.porrasnance.com

3.6937 ACRE TRACT

Being out and part of

Porcion 38 ~ Abstract 472 ~ Tadeo Sanchez, Original Grantee
Out and part of Salinas Village Development Corporation, Tract II (3.6589 Acres)
Recorded in Volume 5906, Pages 543-553, Webb County Deed Records and
Salinas Village Development Corporation, 13.2414 Acre Tract
Recorded in Volume 5140, Pages 636-644, Webb County Deed Records

Within the limits of the

City of Laredo and Webb County, Texas

Being a tract of land found to contain 3.6937 acres, more or less, situated in Porcion 38, Abstract 472, Tadeo Sanchez, Original Grantee within the City Limits of Laredo and Webb County, Texas, out and part of the Salinas Village Development Corporation, Tract II (3.6589 Acres), recorded in Volume 5906, Pages 543-553, of the Deed Records of Webb County, Texas and the Salinas Village Development Corporation, 13.2414 Acre Tract recorded in Volume 5140, Pages 636-644, of the Deed Records of Webb County, Texas; this tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found on a curve in the westerly right-of-way line of Ejido Avenue, as recorded in Volume 2832, Page 94, of the Official Public Records of Webb County, Texas, for the southeast corner of the Village South Subdivision, Phase 3, as recorded Volume 44, Pages 25-26 of the Webb County Plat Records, the northeast corner of the herein described tract and the **POINT OF BEGINNING**;

THENCE along the westerly right-of-way line of Ejido Avenue and the easterly boundary of the herein described tract as follows:

A total curvilinear distance of 120.47 Feet, with said right-of-way curve to left having the following characteristics: Central Angle = 06°49'15", R = 1011.97 Feet, TAN = 60.31 Feet, CHD = 120.40 Feet, CHD Bearing = S 12°47'44" E, to a point of reverse curvature;

A total curvilinear distance of 147.84 Feet, with said curve having the following characteristics: Central Angle = 12°32'59", R = 674.98 Feet, TAN = 74.22 Feet, CHD = 147.55 Feet, CHD Bearing = S 09°55'34" E, to a right-of-way a clip corner to the right;

South 42°57'22" West, 27.88 Feet, to a ½" iron rod found on the northerly right-of-way line of Cielito Lindo Boulevard, recorded in Volume 5583, Pages 300 – 307, Webb County Deed Records, for the southeast corner of the herein described tract;

THENCE South 89°29'54" West, 553.36 Feet, along the northerly right-of-way of Cielito Lindo Boulevard to a point of curvature to the right in easterly right-of-way line of Everton Drive;

THENCE along the Everton Drive easterly right-of-way and the westerly boundary line of the herein described tract as follows:

A total curvilinear distance of 47.24 Feet, with said curve to right having the following characteristics: Central Angle = 90°13'33", R = 30.00 Feet, TAN = 30.12 Feet, CHD = 42.51 Feet, CHD Bearing = N 45°23'57" W, to a point of tangency;

North 00°17'10" West, 245.25 Feet, to the southwest corner of Lot 1, Block 11, Village South Subdivision, Unit 1, recorded in Volume 29, Pages 2 – 3, Webb County Plat Records and the

northwest corner of the herein described tract;

THENCE along the northerly boundary line of the herein described tract as follows:

North 89°42'50" East, at 139.50 Feet, passing a ½" iron rod found for the southeast corner of said Village South Subdivision, Unit 1, continuing for a total distance of 403.50 Feet to a ½" iron rod found for the southeast corner of Lot 9, Block 11, of said Village South Subdivision, Phase 3 for a deflection corner to the left;

North 00°17'10" West, 10.15 Feet to a ½" iron rod found for the southwest corner of Lot 10, Block 11, same Village South Subdivision, Phase 3 for a deflection corner to the right;

North 89°42'50" East, 148.29 Feet to a ½" iron rod found on the westerly right-of-way line of Ejido Avenue for the southeast corner of said Village South Subdivision, Phase 3, the northeast corner of the herein described tract and the **POINT OF BEGINNING.**

Basis of Bearings and Distances:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

Witness my Hand and Seal

Wayne Nance, R.P.L.S

10-20-25

ARIA
HOMES
our new home is waiting....
VILLAGE
SOUTH
ZC-004-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-1 TO B-3

ORDINANCE NO. 2026-O-13

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 3.70 ACRES, LOCATED NORTH OF CIELITO LINDO BOULEVARD AND WEST OF EJIDO AVENUE, FROM B-1 (LIMITED BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 3.70 acres, located north of Cielito Lindo Boulevard and west of Ejido Avenue, from B-1 (Limited Business District) and R-1A (Single Family Reduced Area District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 20, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended approximately 3.70 acres, located north of Cielito Lindo Boulevard and west of Ejido Avenue, from B-1 (Limited Business District) and R-1A (Single Family Reduced Area District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 24.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 31.64 acres, as further described by metes and bounds in attached “Exhibit A”, located south of Facultad Boulevard and west of US Highway 83, from R-1MH (Single Family Manufactured Housing District) to R-1B (Single Family High Density District).

ZC-011-2026
District II

Council District: District 2 **Zone Case:** ZC-011-2026

Letters sent to property owners: 3

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 9 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-011-2026

Comprehensive Alignment

---

1. Level of Alignment

☐ **Moderate** – Indirectly supports the intent of walkability-related goals and policies in the Viva Laredo Comprehensive Plan by enabling higher-density residential development that can support pedestrian activity, but does not include specific, direct walkability or pedestrian infrastructure commitments.

---

2. Supporting Goal(s)/Policy(ies)

Policy 7.3.2 – Walkable Neighborhoods

"Adjust land development regulations and zoning policies in order to make neighborhoods more complete, walkable and connected."
(Viva Laredo City of Laredo Comprehensive Plan, p. 7.3)

Relevance:
The proposed rezoning to **R-1B Single Family High Density** adjusts zoning regulations to allow a more compact residential pattern than manufactured housing. Higher-density residential development can support shorter travel distances and future pedestrian connectivity, consistent with the intent of creating more complete and walkable neighborhoods.

Policy 7.3.4 – Amenity-Rich Neighborhood Design

"Design new neighborhoods to be amenity-rich, mixed-use, interconnected, dense, and compact. Neighborhoods should be able to supply most of life's daily necessities on foot or on bike, with easy access to transit service. Streets should be designed with low-design speeds."
(Viva Laredo City of Laredo Comprehensive Plan, p. 7.3)

Relevance:
While the agenda item does not introduce mixed-use or pedestrian amenities directly, the allowance of **high-density single-family residential** development supports the Plan's emphasis on compact neighborhood form, which is a foundational condition for future walkability and neighborhood-scale services.

Policy 4.2.1 – Complete Streets

"Design, operate, and maintain streets to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities."
(Viva Laredo City of Laredo Comprehensive Plan, p. 4.70)

Relevance:
The site fronts **Facultad Boulevard**, identified as a *Local Street*. While no street design improvements are proposed as part of this rezoning, residential development along local streets aligns with the Plan's framework for potential future application of Complete Streets principles that support pedestrian safety and access.

---

3. Summary of Alignment

The proposed rezoning under **ZC-011-2026** demonstrates **Moderate alignment** with the Viva Laredo Comprehensive Plan's walkability objectives. By enabling **higher-density single-family residential development**, the action supports a more compact urban form that is conducive to walking and future pedestrian connectivity. However, the agenda item does not include direct requirements for sidewalks, pedestrian facilities, mixed-use integration, or street design enhancements.

As such, the item **indirectly advances** walkability by establishing land-use conditions supportive of pedestrian-oriented neighborhoods, while leaving implementation of specific walkability features to future subdivision design, infrastructure planning, or capital improvement actions. This intersects with broader planning themes of **mobility, public health, and sustainable growth**, but does not independently fulfill walkability policies.

Conclusion: The agenda item merits a **Moderate** level of alignment with the Viva Laredo Comprehensive Plan regarding walkability.

City Council-Regular Meeting

Date: 2/02/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Hapo Development, LLC, Owner; and Porras Nance Engineering, Applicant and Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT
2026-O-12 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 31.64 acres, as further described by metes and bounds in attached "Exhibit A", located south of Facultad Boulevard and west of US Highway 83, from R-1MH (Single Family Manufactured Housing District) to R-1B (Single Family High Density District).

ZC-011-2026
District II

PREVIOUS COUNCIL ACTION
.On January 20,2026, City Council made a motion to introduce the item.
.On February 20, 2024, City Council made a motion to approve a zone change from AG (Agricultural District) to R-1MH (Single-Family Manufactured Housing District). (Ordinance Number 2024-O-015)

BACKGROUND

Council District: II – Ricardo Richie Rangel, Jr.

Proposed use: The proposed use is Residential - Single Family Residential.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Facultad Boulevard, vacant undeveloped land, and single family residential use. To the east of the site is US Highway 83 and vacant undeveloped land. To the south of the site is vacant undeveloped land. To the west of the site is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agricultural/Rural.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies US Highway 83 as an Expressway and Facultad Boulevard as a Local Street.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 3 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 9 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the zone change for the following reasons:

1. The proposed zone change meets the Laredo Land Development Code, Section 24.65.9, R-1B Single Family High Density District requirement, stating R-1B zoning districts shall be for new subdivision developments.
2. The proposed zone change is abutting R-1B zoning districts to the north of the site.
3. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No, there are residential uses to the north of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the proposed site is abutting R-1B zoning districts.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for R-1B lots as intended by the applicant.

Attachments

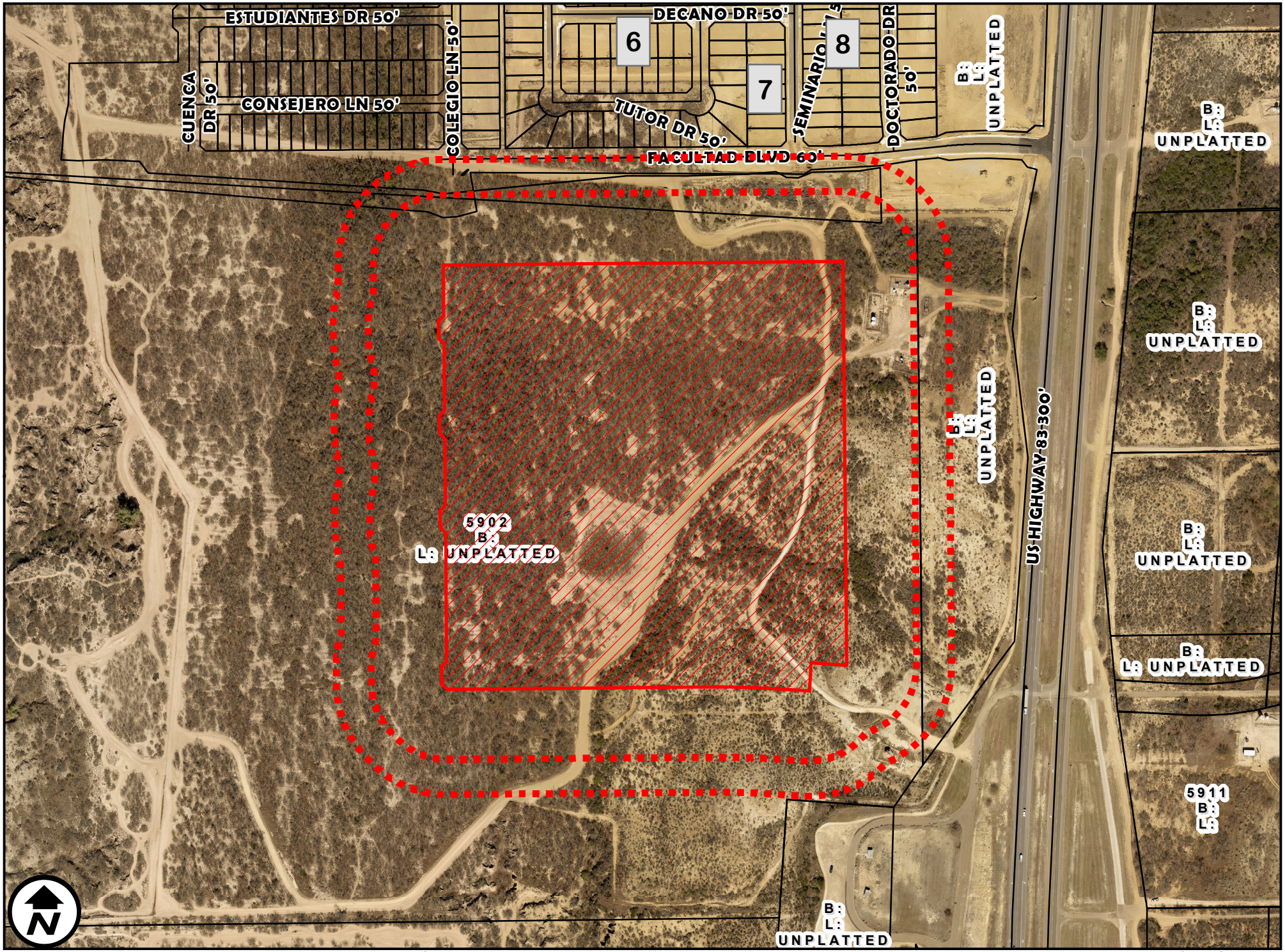
Comp Plan Alignment

Maps

Survey, Metes, & Bounds

Zone Change Signage

Ordinance

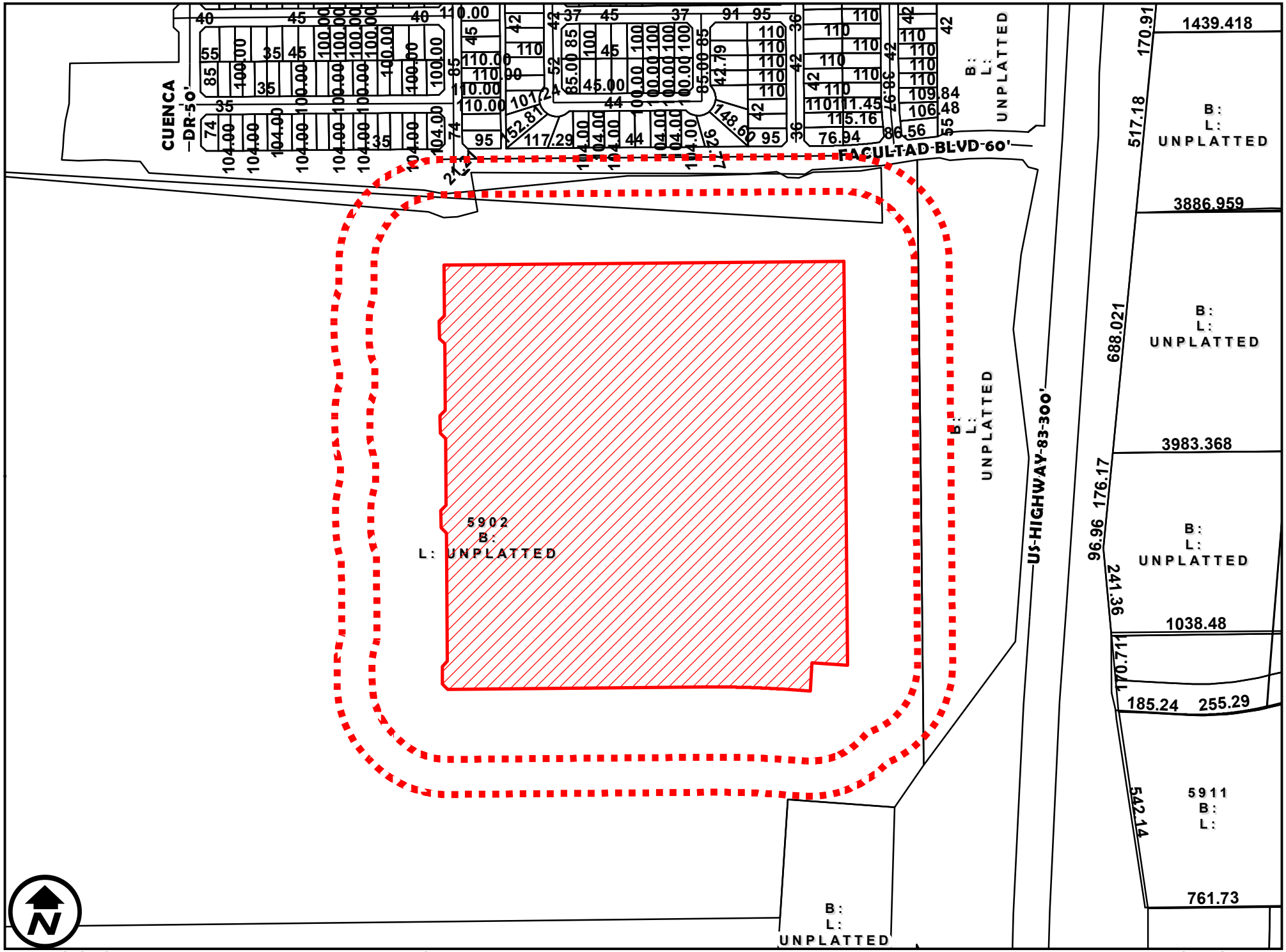


AERIAL MAP

1 inch = 350 feet

ZC-011-2026
COUNCIL DISTRICT 2
SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83

APPLICATION F
R-1-MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



DIMENSIONS MAP

1 inch = 350 feet

ZC-011-2026

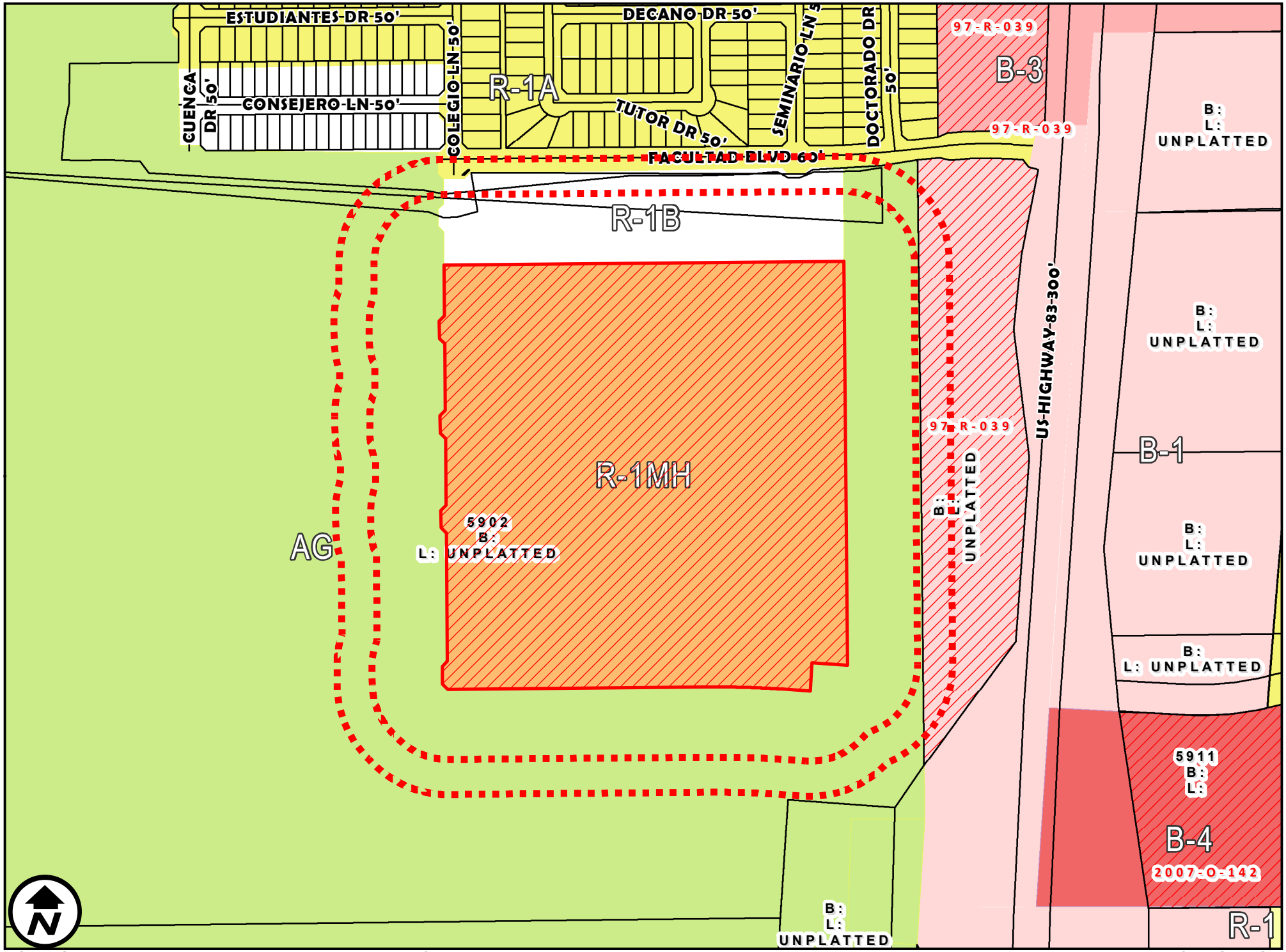
COUNCIL DISTRICT 2

SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83

APPLICATION F

R-1-MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



ZONING MAP

1 inch = 350 feet

ZC-011-2026

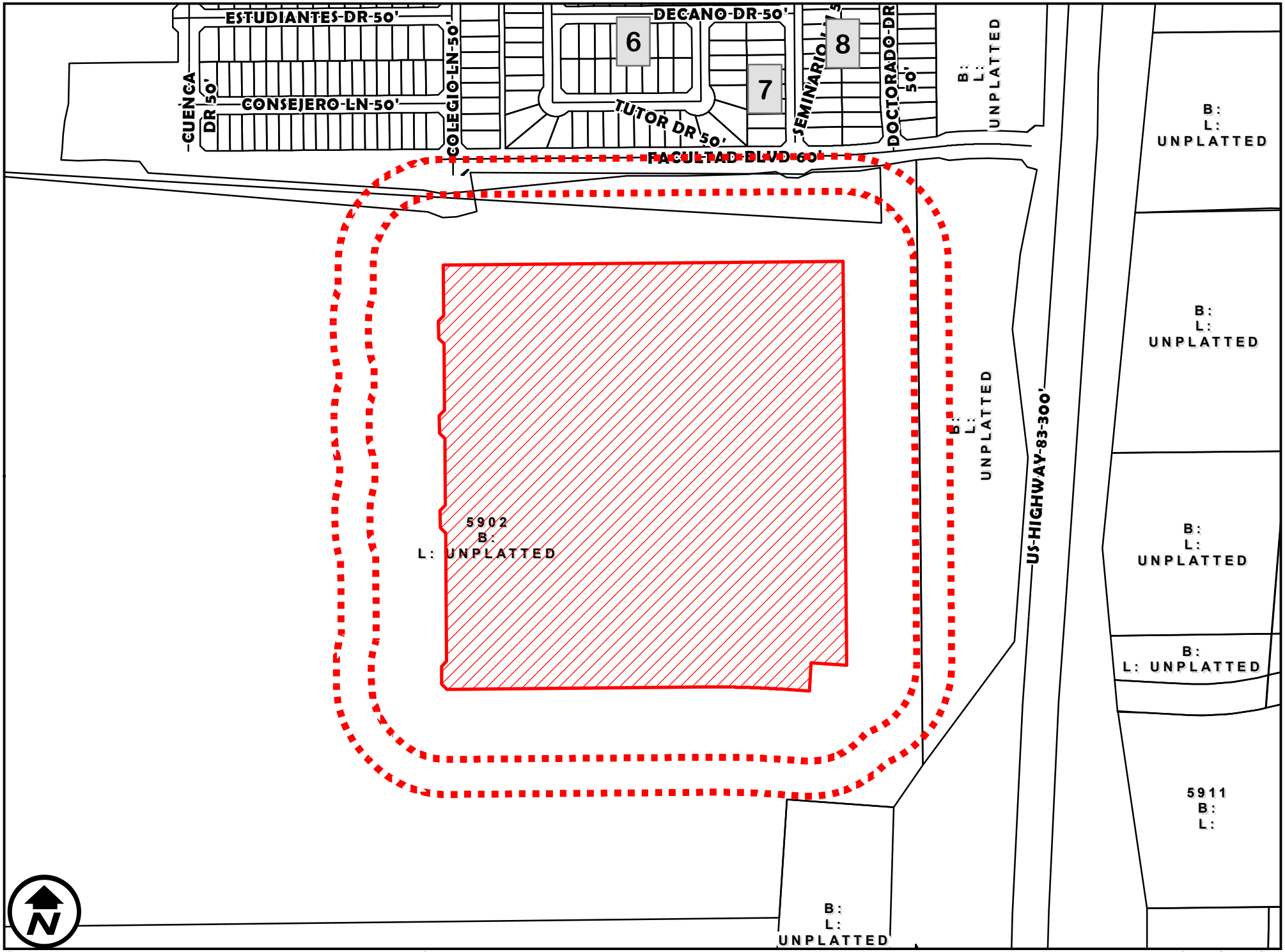
COUNCIL DISTRICT 2

SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83

APPLICATION F

R-1-MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



SURVEY MAP

1 inch = 350 feet

ZC-011-2026

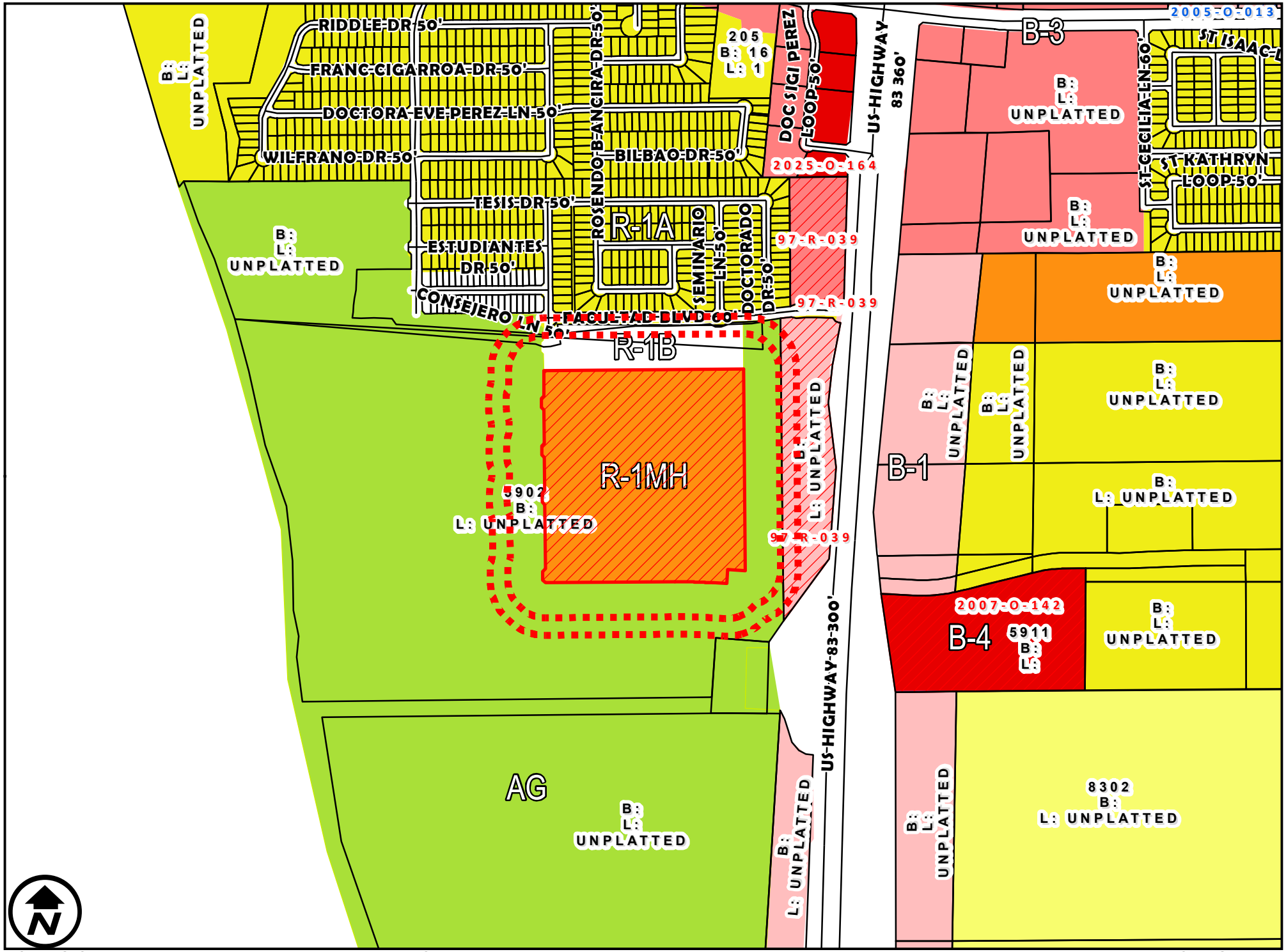
COUNCIL DISTRICT 2

SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83

APPLICATION F

R-1-MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



ZONING OVERVIEW

1 inch = 700 feet

ZC-011-2026

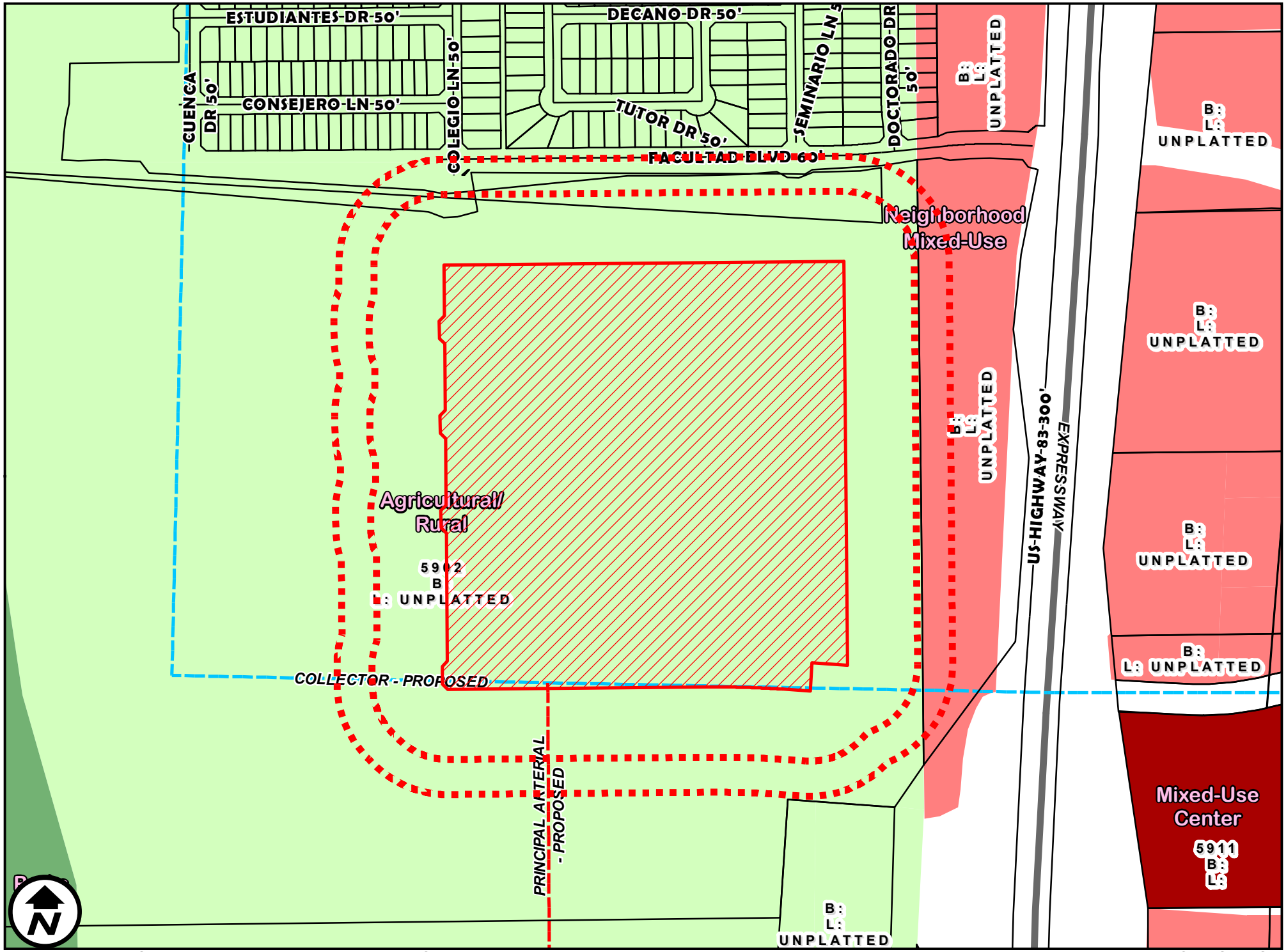
COUNCIL DISTRICT 2

SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83

APPLICATION F

R-1-MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

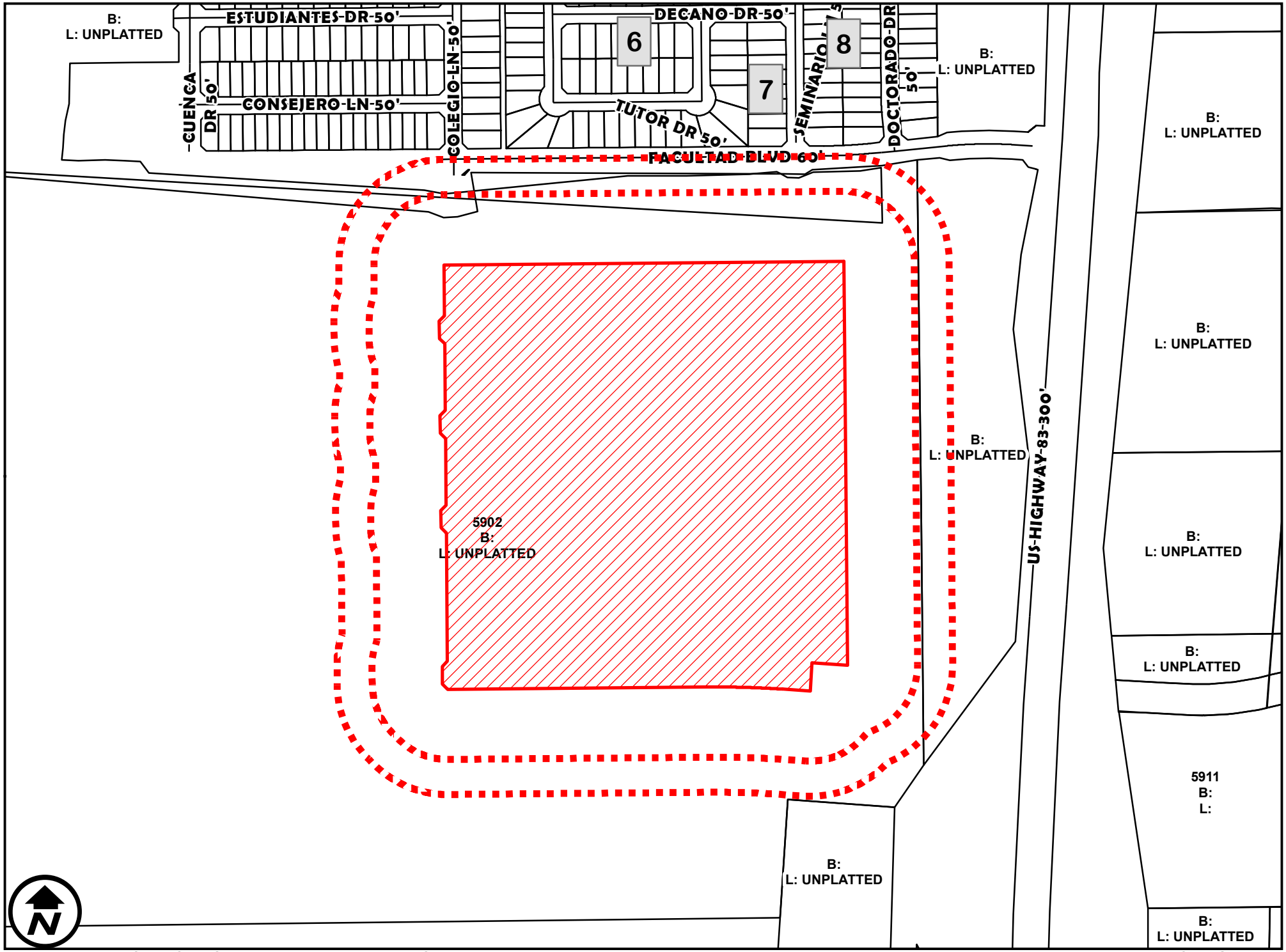


FUTURE LANDUSE

1 inch = 350 feet

ZC-011-2026
COUNCIL DISTRICT 2
SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83

APPLICATION F
R-1-MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 350 feet

ZC-011-2026

COUNCIL DISTRICT 2

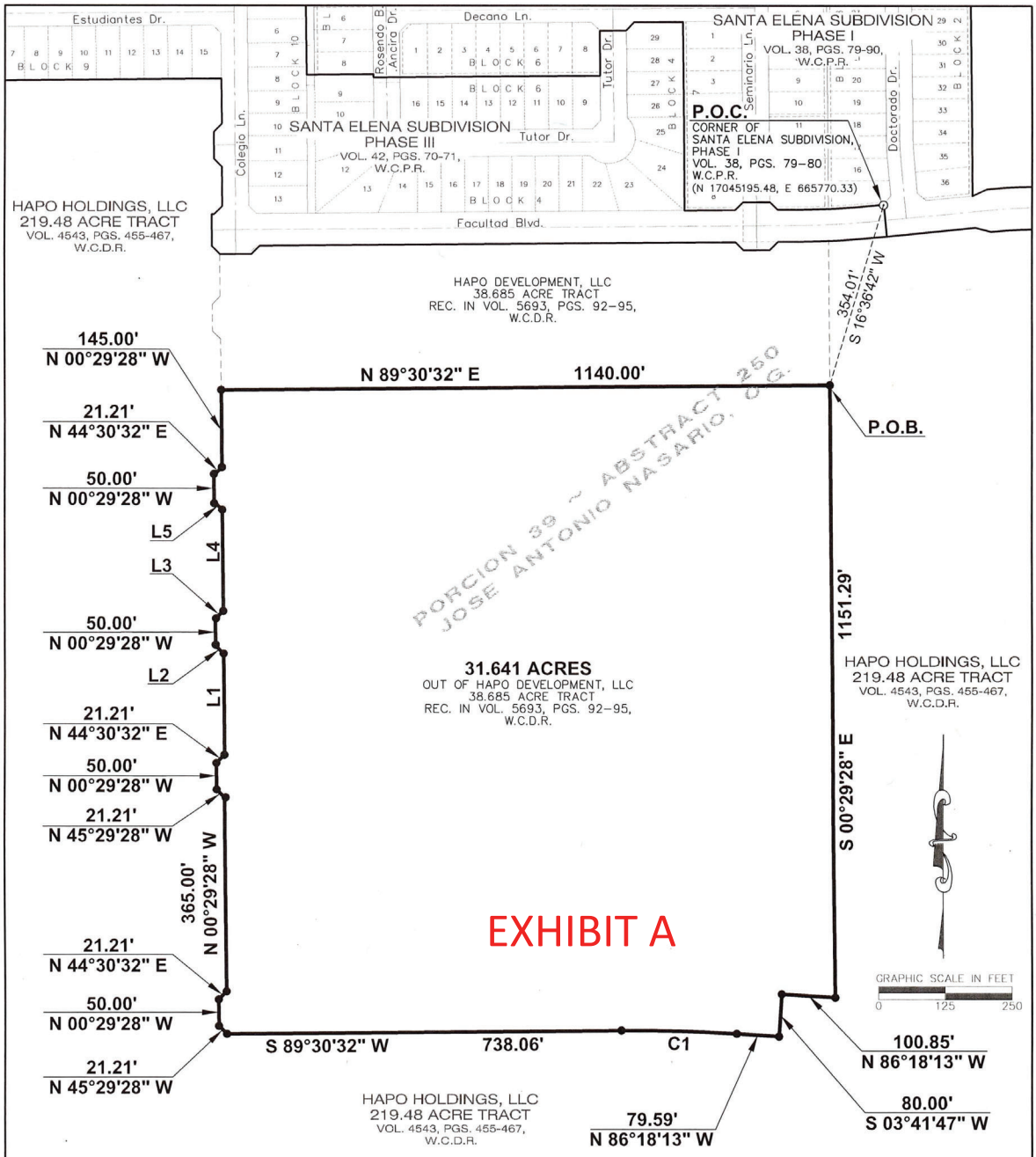
SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83

APPLICATION F

R-1-MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

ZC-011-2026
ATTENTION
PROPOSED
ZONE CHANGE
R-1B



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1390C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS & DISTANCES: GPS NAD 83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTH ZONE.

LINE DATA		
CLIP	DISTANCE	BEARING
L1	190.00'	N 00°29'28" W
L2	21.21'	N 45°29'28" W
L3	21.21'	N 44°30'32" E
L4	190.00'	N 00°29'28" W
L5	21.21'	N 45°29'28" W

LEGEND:

⊙	FOUND 1/2" IRON ROD
●	SET 1/2" IRON ROD
	POWER POLE
R.O.W.	RIGHT OF WAY
W.C.D.R.	WEBB COUNTY DEED RECORDS
W.C.P.R.	WEBB COUNTY PLAT RECORDS

CURVE DATA						
CURVE	DELTA ANGLE	RADIUS	ARC	TANG	CHORD	CHORD BEARING
C1	04°11'15"	2960.00'	216.34'	108.22'	216.29'	N 88°23'50" W

SURVEY DATE:	11-18-25
SCALE	: 1"=250'
REVISION	:
DRAWN	: R.B.
CHECKED	: W.N.
APPROVED	: W.N.

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 18TH DAY OF NOVEMBER, 2025.

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

SURVEY OF A

31.641 ACRE TRACT
OUT OF HAPO DEVELOPMENT, LLC - 38.685 ACRE TRACT
AS RECORDED IN VOLUME 5693, PAGES 92-95, W.C.D.R.
PORCION 39 ~ ABSTRACT 250
JOSE ANTONIO NASARIO, ORIGINAL GRANTEE
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

ORDINANCE NO. 2026-O-12

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY APPROXIMATELY 31.64 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED SOUTH OF FACULTAD BOULEVARD AND WEST OF US HIGHWAY 83, FROM R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 31.64 acres, as further described by metes and bounds in attached "Exhibit A", located south of Facultad Boulevard and west of US Highway 83, from R-1MH (Single Family Manufactured Housing District) to R-1B (Single Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 08, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 31.64 acres, as further described by metes and bounds in attached "Exhibit A", located south of Facultad Boulevard and west of US Highway 83, from R-1MH (Single Family Manufactured Housing District) to R-1B (Single Family High Density District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 25.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 624, Western Division, located at 2416 Ventura Street, from R-2 Multi-Family Residential District) to R-3 (Mixed Residential District).

ZC-009-2026
District VIII

Council District: District 8 **Zone Case:** ZC-009-2026

Letters sent to property owners: 30

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

---

1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

No applicable goal or policy identified in the Viva Laredo Comprehensive Plan.

The **Future Land Use Map** designates the subject property as **Medium Density Residential**, which is defined in the Plan as allowing the following zoning categories:

"Medium Density Residential includes R-1, R-O, R-2, B-1R, R-1B."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

The requested rezoning to **R-3 (Mixed Residential District)** is **not included** within the Medium Density Residential land use category identified in the Plan.

---

3. Summary of Alignment

Agenda Item ZC-009-2026 proposes rezoning from R-2 to R-3 to allow a manufactured home and the addition of a single-family detached dwelling. While staff notes that similar uses exist in the surrounding area, the proposed zoning classification **does not conform** to the Comprehensive Plan's **Medium Density Residential** designation, which explicitly excludes R-3 zoning.

The Viva Laredo Comprehensive Plan emphasizes consistency between zoning actions and adopted land use categories to ensure predictable development patterns and compatibility. Although the proposed rezoning may not result in an immediate negative neighborhood impact, no verbatim goal or policy in the Plan supports increasing density beyond the zoning categories identified for Medium Density Residential areas.

As a result, the agenda item represents a **policy inconsistency** rather than an implementation of a stated Comprehensive Plan objective. Therefore, the alignment is appropriately classified as **Weak/None**.

Relevant broader planning themes—such as housing flexibility or accommodation of manufactured housing—are **not explicitly articulated** in the Plan in a manner that supports rezoning to R-3 within this land use category.

---

4. Additional Requirements

All references are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. No verbatim goal or policy supporting the proposed zoning action was identified.

Conclusion:

“No applicable goal or policy identified in the Viva Laredo Comprehensive Plan.”

This evaluation is provided in a formal, objective manner consistent with municipal governance and land use policy review standards.

City Council-Regular Meeting

Date: 2/2/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Luis Castillo, Owner/Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-15 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 624, Western Division, located at 2416 Ventura Street, from R-2 Multi-Family Residential District) to R-3 (Mixed Residential District).

ZC-009-2026
District VIII

PREVIOUS COUNCIL ACTION
On January 20, 2026, City Council made a motion to introduce the item.

On March 7, 2016, City Council made a motion to approve a conditional use permit for the temporary placement of a manufactured home during the construction of a single-family residential structure.

BACKGROUND

Council District: III - Cm. Alyssa Cigarroa

Proposed use: The proposed use is for an existing manufactured home and to add a single-family detached residential dwelling).

Site: The site is currently occupied by a manufactured home.

Background: On March 7, 2016, the City Council made a motion to approve a conditional use permit for the temporary placement of a manufactured home during the construction of a single-family residential structure; however, construction of the single-family residential structure has not commenced.

Surrounding land uses: To the north of the site is Water Street and mixed residential uses. To the east is Headen Avenue and mixed residential uses. To the south is Ventura Street, single-family residential uses, and vacant land. To the west is North Wilhelm Avenue, single-family residential uses, and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Ventura Street as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 30 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed use is compatible at this location, as there are similar uses, such as manufactured homes, within the surrounding area.

2. The proposed zone change is appropriate at this location since there are R-3 zoning districts within the vicinity of the site.

3. Although, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Medium Density Residential (R-1, R-O, R-2, B-1R, R-1B), it is not anticipated to have a negative impact with the surrounding area or neighborhoods, as the proposed zone change and proposed use already exist in the area.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

R-3. The purpose of the R-3 (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?
No. There are manufactured homes and single-family residential uses within the vicinity of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-3 zoning districts to the east and southwest of the site.

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a mobile home and a single-family detached residential use as intended by the applicant.

Attachments:

Comp Plan Alignment

Maps

Ordinance 2016-O-031

Zone Change Signage

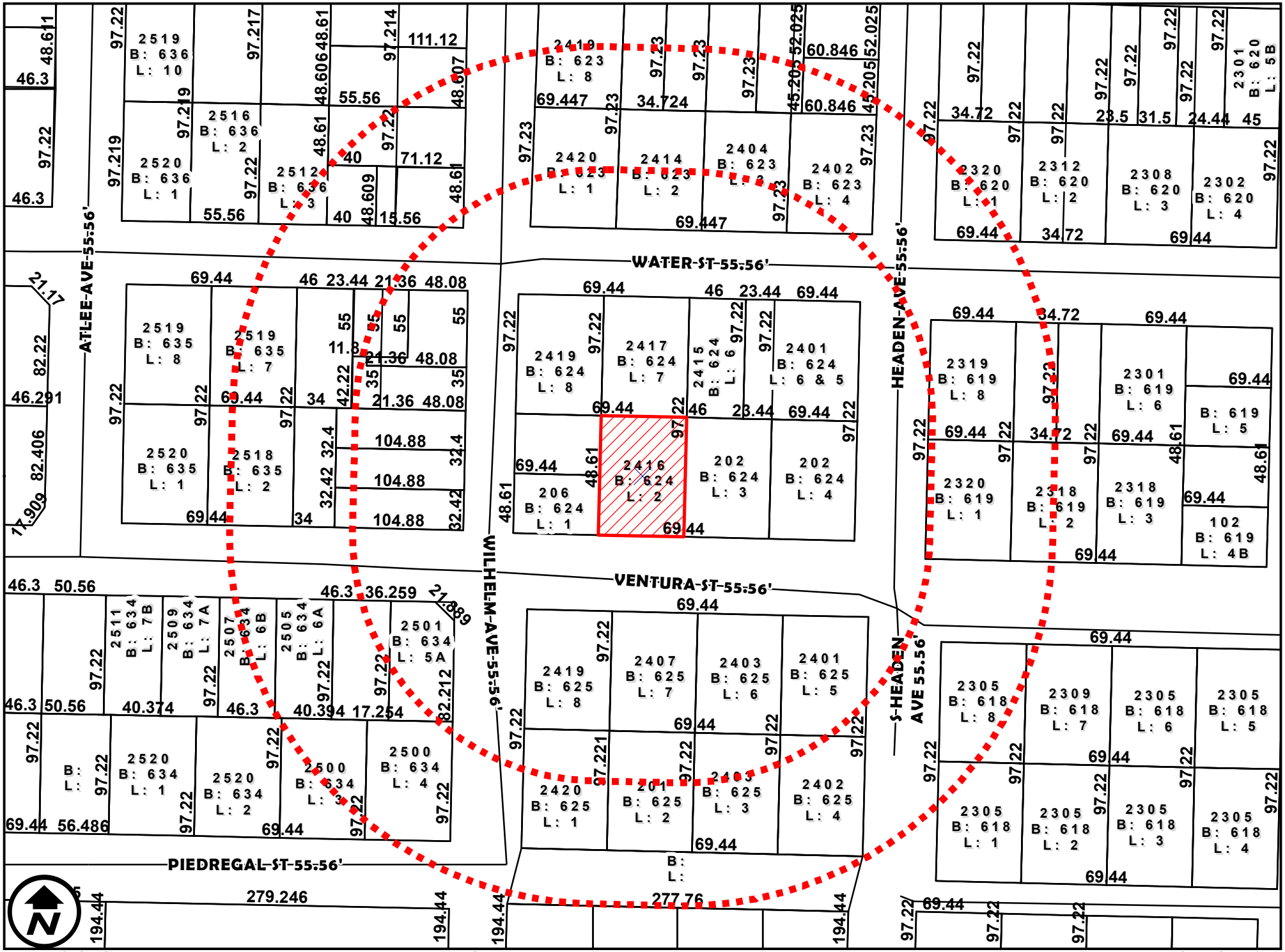
Final Ordinance

AERIAL MAP

1 inch = 100 feet

ZC-009-2026
COUNCIL DISTRICT 8
2416 VENTURA STREET

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

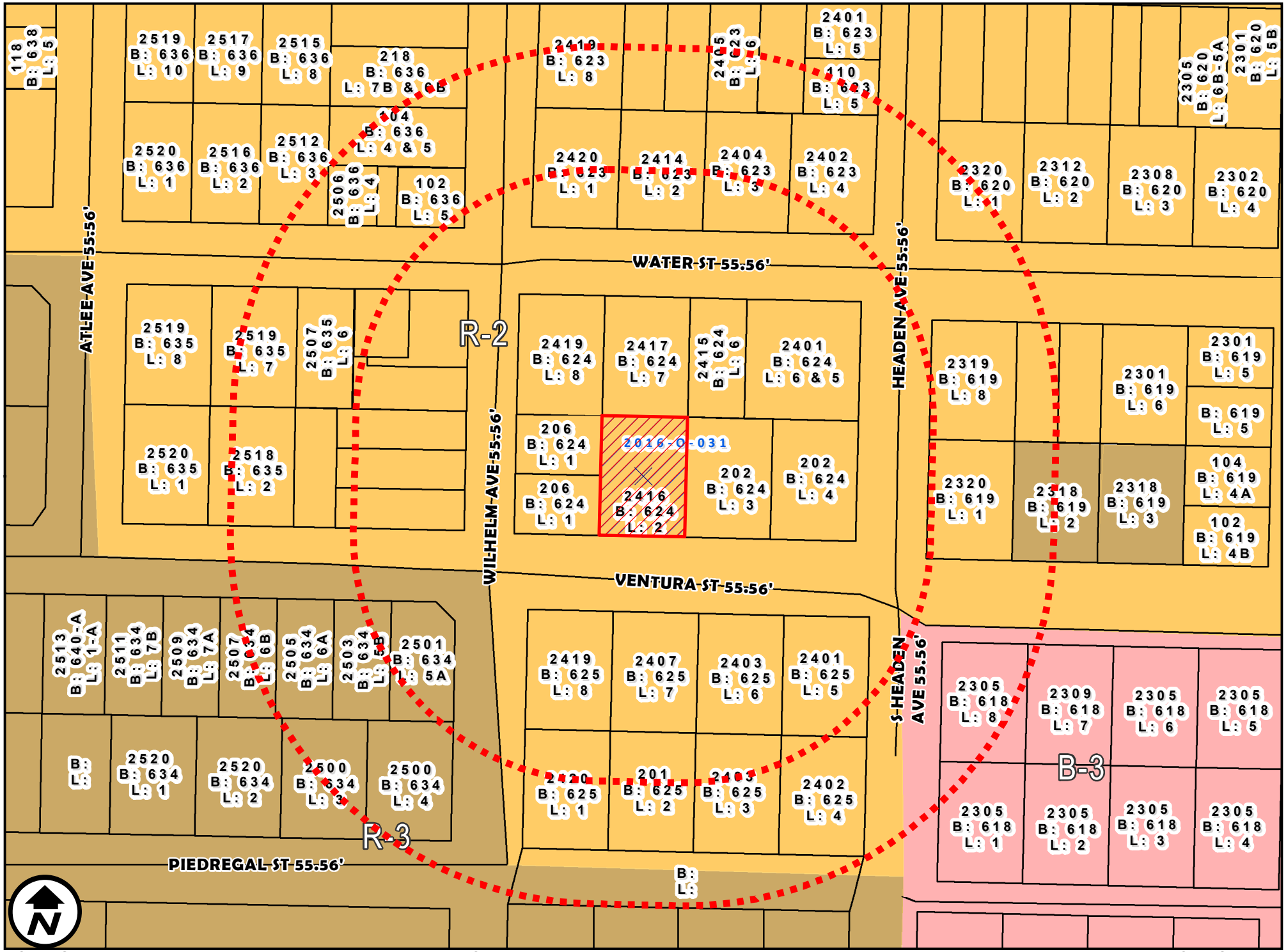


DIMENSIONS MAP

1 inch = 100 feet

ZC-009-2026
COUNCIL DISTRICT 8
2416 VENTURA STREET

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

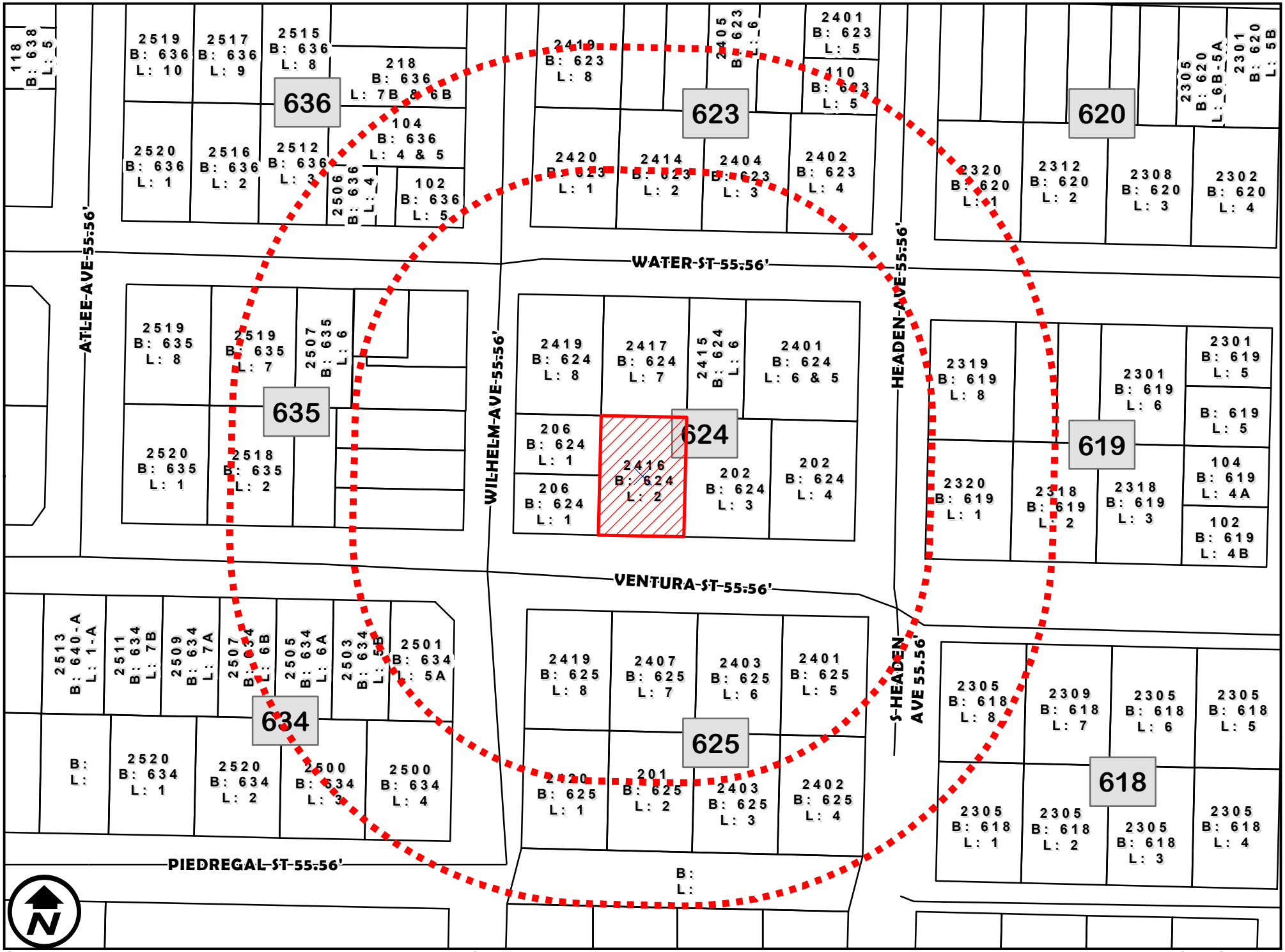


ZONING MAP

1 inch = 100 feet

ZC-009-2026
COUNCIL DISTRICT 8
2416 VENTURA STREET

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

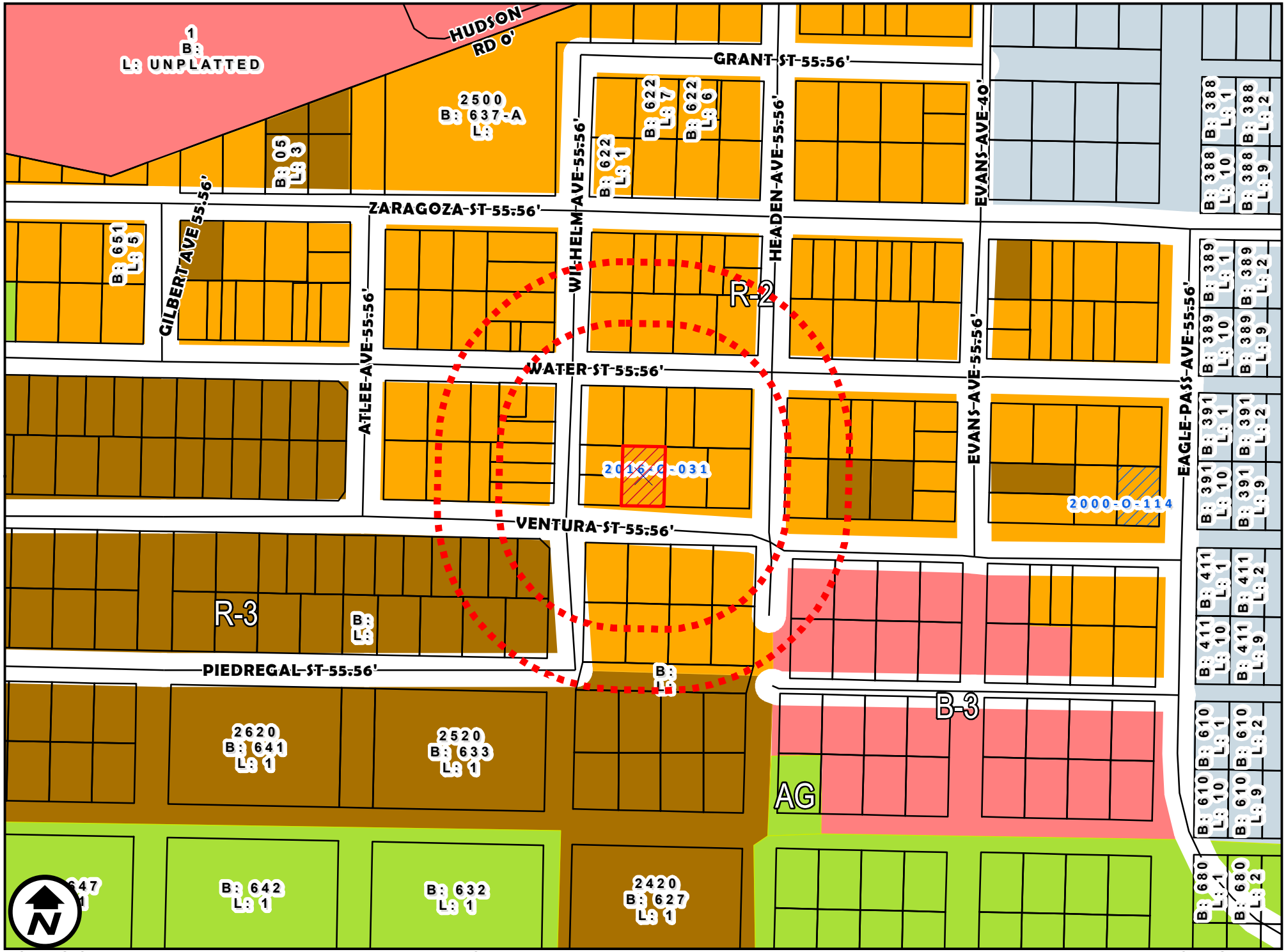


SURVEY MAP

1 inch = 100 feet

ZC-009-2026
COUNCIL DISTRICT 8
2416 VENTURA STREET

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)



ZONING OVERVIEW

1 inch = 200 feet

ZC-009-2026
COUNCIL DISTRICT 8
2416 VENTURA STREET

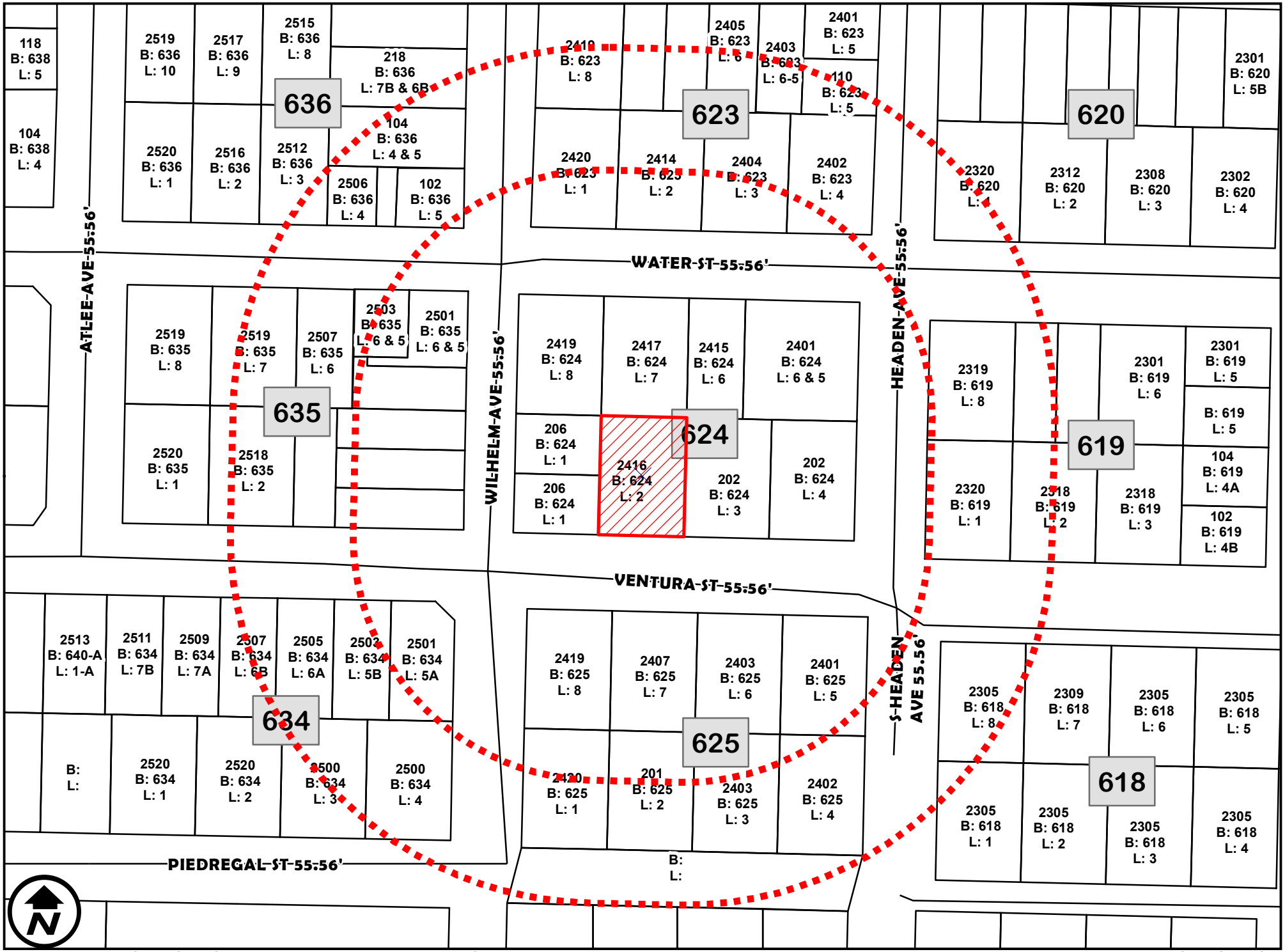
APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

FUTURE LANDUSE

1 inch = 100 feet

ZC-009-2026
COUNCIL DISTRICT 8
2416 VENTURA STREET

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-009-2026
COUNCIL DISTRICT 8
2416 VENTURA STREET

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

ORDINANCE NO. 2016-O-031

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR THE TEMPORARY PLACEMENT OF A MANUFACTURED HOME DURING THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENTIAL STRUCTURE ON LOT 2, BLOCK 624, WESTERN DIVISION, LOCATED AT 2416 VENTURA STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for the temporary placement of a manufactured home during the construction of a single-family residential structure on Lot 2, Block 624, Western Division, located at 2416 Ventura Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 17, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on February 16, 2016, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for the temporary placement of a manufactured home during the construction of a single-family residential structure on Lot 2, Block 624, Western Division, located at 2416 Ventura Street.

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

1. The C.U.P. shall be issued to Luis Castillo and is nontransferable.
2. The C.U.P is restricted to the temporary placement of a manufactured home during the construction of a single-family residential structure.
3. The manufactured home must be removed upon final inspection approval of the single-family residential home.
4. This permit is issued for a period of ten (10) years.
5. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
6. Owner must comply with minimum building setbacks as per the City of Laredo Land Development

Code.
7. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
9. Owner must obtain all necessary building permits for placement of manufactured home and construction of single-family residential structure.

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

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

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

1. Criteria

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

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

2. Procedures

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

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

or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 7th DAY OF March, 2016.

PETE SAENZ
MAYOR

ATTEST:

DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.

AERIAL MAP
1 inch = 100 feet
Date: 12/2/2015

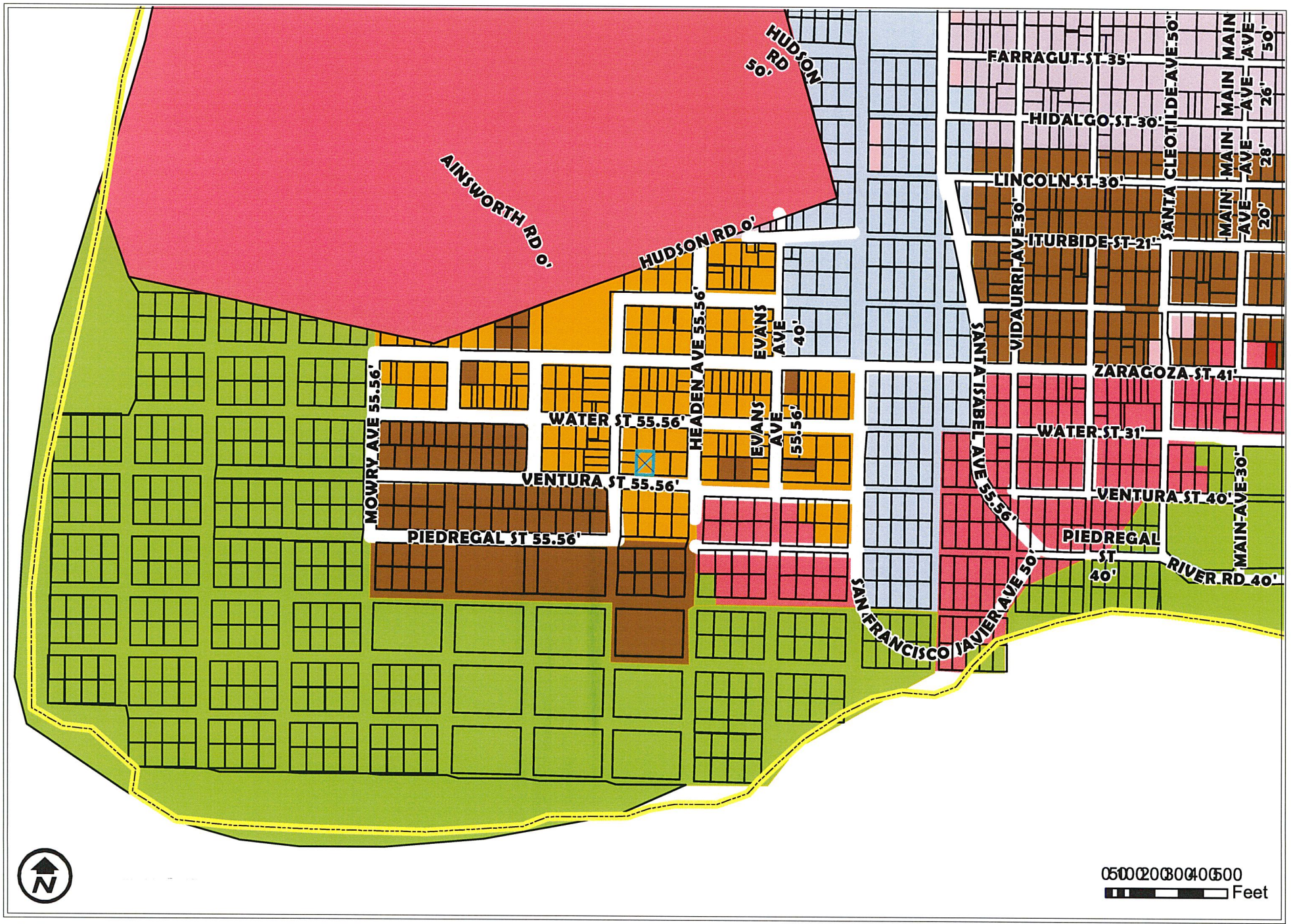
ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)



ZONING OVERVIEW
1 inch = 500 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

2416 Ventura Street
R-2 (Multi-Family Residential District) to R-3 (Mixed Residential District)
ZC-06-2016

2416 Ventura Street
R-2 (Multi-Family Residential District) to R-3 (Mixed Residential District)
ZC-06-2016

200' NOTIFICATION
1 inch = 100 feet
Date: 12/2/2015

ZC-06-2016
COUNCIL DISTRICT 8
2416 VENTURA ST

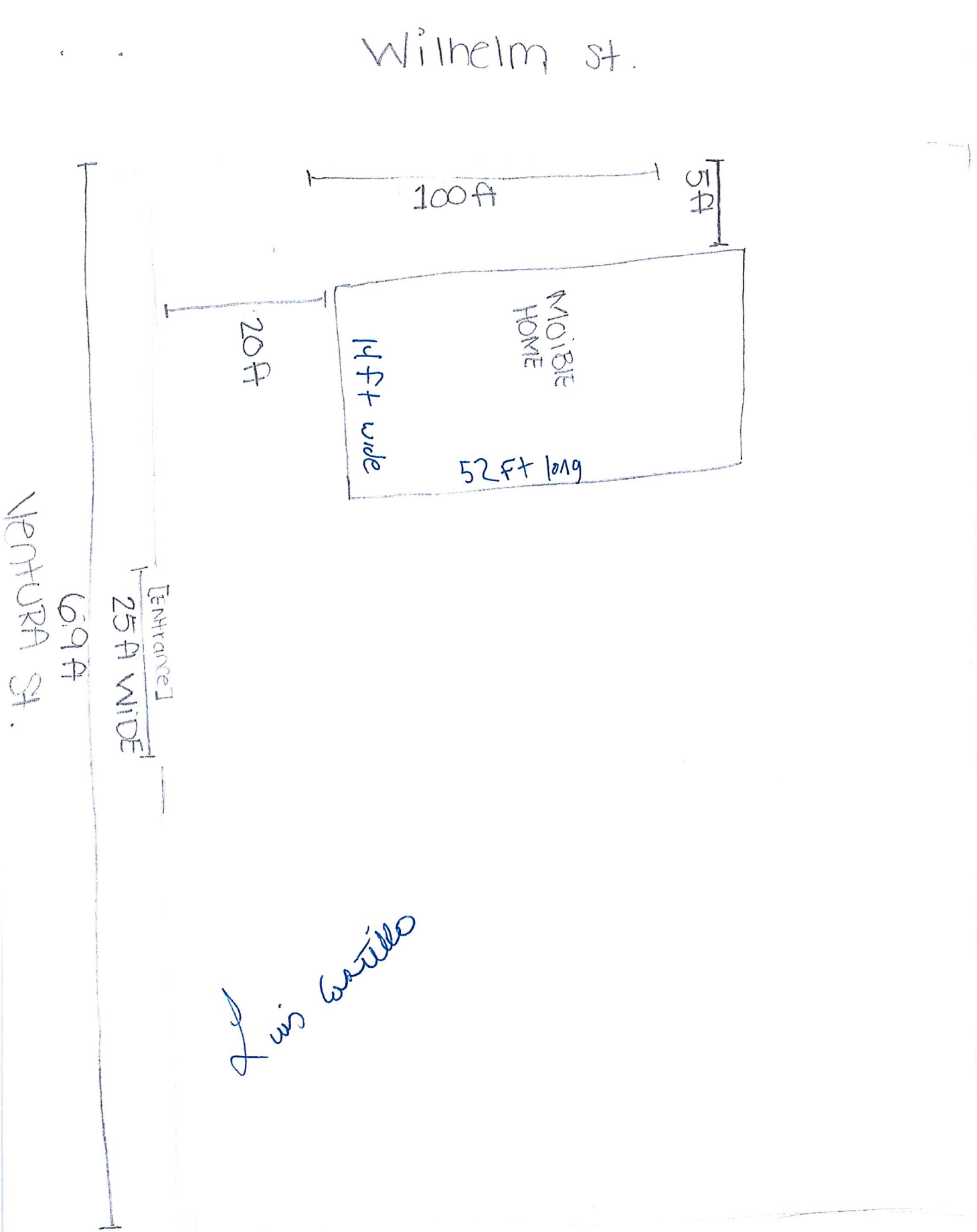
REZONE FROM
R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
-> R3 (MIXED RESIDENTIAL DISTRICT)

Councilman,

My name is Luis Alfredo Castillo, I want to inform you about my ideas towards the lot, if you approve my recommendation. The first thing in my agenda is to pay off the lot which would take me around a year to do so. Then, I would start saving money to begin to construct my new home. I calculate to finish in seven years I know I am asking too much time but I want to be free from owing to much money to banks. I want take advantage of not paying rent somewhere else. My family and I will be very thankful if we get approve.

Luis Castillo

Thank you,
Luis A. Castillo


Wilhelm St.
100 ft
5 ft
20 ft
14 ft wide
52 ft long
Mobile Home
Ventura St.
69 ft
Entrance
25 ft WIDE
Luis Castillo

Final Reading of Ordinances **7.**

City Council-Regular
Meeting Date: 03/07/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Luis Castillo, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2016-O-031 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for the temporary placement of a manufactured home during the construction of a single-family residential structure on Lot 2, Block 624, Western Division, located at 2416 Ventura Street; providing for publication and effective date. District VIII

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roberto Balli at the regular meeting of February 16, 2016.

BACKGROUND

Council District: VIII – The Honorable Roberto Balli

Proposed use: Manufactured home

Site: vacant lot

Surrounding land uses: The properties to the north include single-family residences, multi-family residential and vacant lots. To the east are single-family residences, manufactured homes, vacant lots, vacant commercial structures and tractor trailer storage. To the west are single-family residences and vacant lots. To the south are single-family residential residences and vacant lots.

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Ventura Street.

Letters sent to surrounding property owners: 35 In Favor: 0 Opposed: 0

STAFF COMMENTS

Staff recommends approval of the proposed Conditional Use Permit for the following reasons:

1. The proposed use is appropriate at this location because it is compatible with the residential uses in the immediate area.
2. The proposed use is in conformance with the existing low density residential land use pattern in the neighborhood.

Staff recommends the following conditions:

1. The C.U.P. shall be issued to Luis Castillo and is nontransferable.
2. The C.U.P is restricted to the temporary placement of a manufactured home during the construction of a single-family residential structure.
3. The manufactured home must be removed upon final inspection approval of the single-family residential home.
4. This permit is issued for a period of two (2) years.
5. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
6. Owner must comply with minimum building setbacks as per the City of Laredo Land Development Code.
7. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
9. Owner must obtain all necessary building permits for placement of manufactured home and construction of single-family residential structure.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed Conditional Use Permit.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Zoning Overview Map
Pictures
Survey
Exhibits

ZC-009-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-2 TO R-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2026-O-15

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 2, BLOCK 624, WESTERN DIVISION, LOCATED AT 2416 VENTURA STREET, FROM R-2 MULTI-FAMILY RESIDENTIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 2, Block 624, Western Division, located at 2416 Ventura Street, from R-2 Multi-Family Residential District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 8, 2026; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended Lot 2, Block 624, Western Division, located at 2416 Ventura Street, from R-2 Multi-Family Residential District) to R-3 (Mixed Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 26.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Fire Station No. 11, located at 11015 McPherson Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

ZC-002-2026
District VI

Council District: District 6 **Zone Case:** ZC-002-2026

Letters sent to property owners: 11

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-002-2026 – Comprehensive Plan Alignment

---

1. Level of Alignment

☑ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Institutional Category

"Institutional uses include public facilities such as government buildings, schools, public safety facilities, and utilities."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Institutional** on the Future Land Use Map. The proposed rezoning supports the continued and expanded use of the site for a **fire station fleet annex**, which is a public safety and government service function expressly contemplated within the Institutional land use category.

Public Facilities and Services Goal

"Ensure that public facilities and services are adequately located and designed to serve existing and future development."
Page 8.2
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed zoning change enables operational support infrastructure for Fire Station facilities, ensuring the City can maintain emergency vehicles and equipment efficiently. This directly advances the Plan's goal of supporting adequate and well-functioning public facilities.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The site is surrounded by M-1 zoning districts and other intensive commercial and industrial uses. Rezoning to M-1 aligns the property's zoning with surrounding land uses while supporting a compatible institutional function.

---

3. Summary of Alignment

Agenda Item ZC-002-2026 demonstrates **Strong alignment** with the Viva Laredo Comprehensive Plan. The proposal is consistent with the **Institutional** Future Land Use designation and directly supports a **public safety facility**, a use explicitly identified in the Plan. The zoning change also improves land use compatibility by aligning the site's zoning with adjacent M-1 districts and surrounding industrial-scale activities.

This action supports broader planning themes of **public safety**, **efficient municipal operations**, **land use compatibility**, and **sustainability of public services**, ensuring that essential City infrastructure can function effectively without creating adverse neighborhood impacts.

---

4. Additional Requirements

All goals and policies cited above are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim policies supporting this action were identified.

Conclusion:
The proposed zoning action is **Strongly aligned** with the Viva Laredo Comprehensive Plan and directly implements its public facilities and land use objectives.

City Council-Regular Meeting

Date: 2/2/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: City of Laredo, Joseph Neeb, Owner; Gloria P. Saavedra, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Ordinance 2026-O-16 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Fire Station No. 11, located at 11015 McPherson Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

ZC-002-2026
District VI

PREVIOUS COUNCIL ACTION
On January 20, 2026, City Council introduced the item.

BACKGROUND

Council District: VI - Cm. Dr. David Tyler King

Proposed use: The proposed use is for Truck/Heavy/Equipment/Recreational Vehicle Repair (Fire Station Fleet Annex).

Site: The site is currently occupied by Fire Station No. 10.

Surrounding land uses: To the north of the site is Nafta Boulevard, Laredo North Border Patrol Station, L&M Forwarding, and Degasa USA. To the east of the site is McPherson Road, Diana M. DE Motemayor, LLC, communication tower, and Rava Forwarding. To the south of the site is Bob Bullock Loop, Circle K, Olive Garden, Crossroads Avenue, and a vacant commercial plaza. To the west of the site is a water plant, vacant land, and Burlington's.

Comprehensive Plan: The Future Land Use Map recognizes this area as Institutional.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Principal Arterial and identifies Nafta Boulevard as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 11 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION
Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as

Institutional, which allows the use of a fire station.

2. The proposed zone change is appropriate at this location, as the property abuts M-1 zoning to the north and west of the site.

3. The proposed use is appropriate at this location, as the surrounding area contains more intensive uses, including trucking companies that operate heavy equipment and machinery.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
No. There are high intense uses within the vicinity of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. There is a large area of M-1 zoning district to the north and west of the site.

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods. The property is an existing Fire Station that is adding a fleet annex for the fire engine trucks.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a Truck/Heavy/Equipment/Recreational Vehicle Repair (Fire Station Fleet Annex) as intended by the applicant.

Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

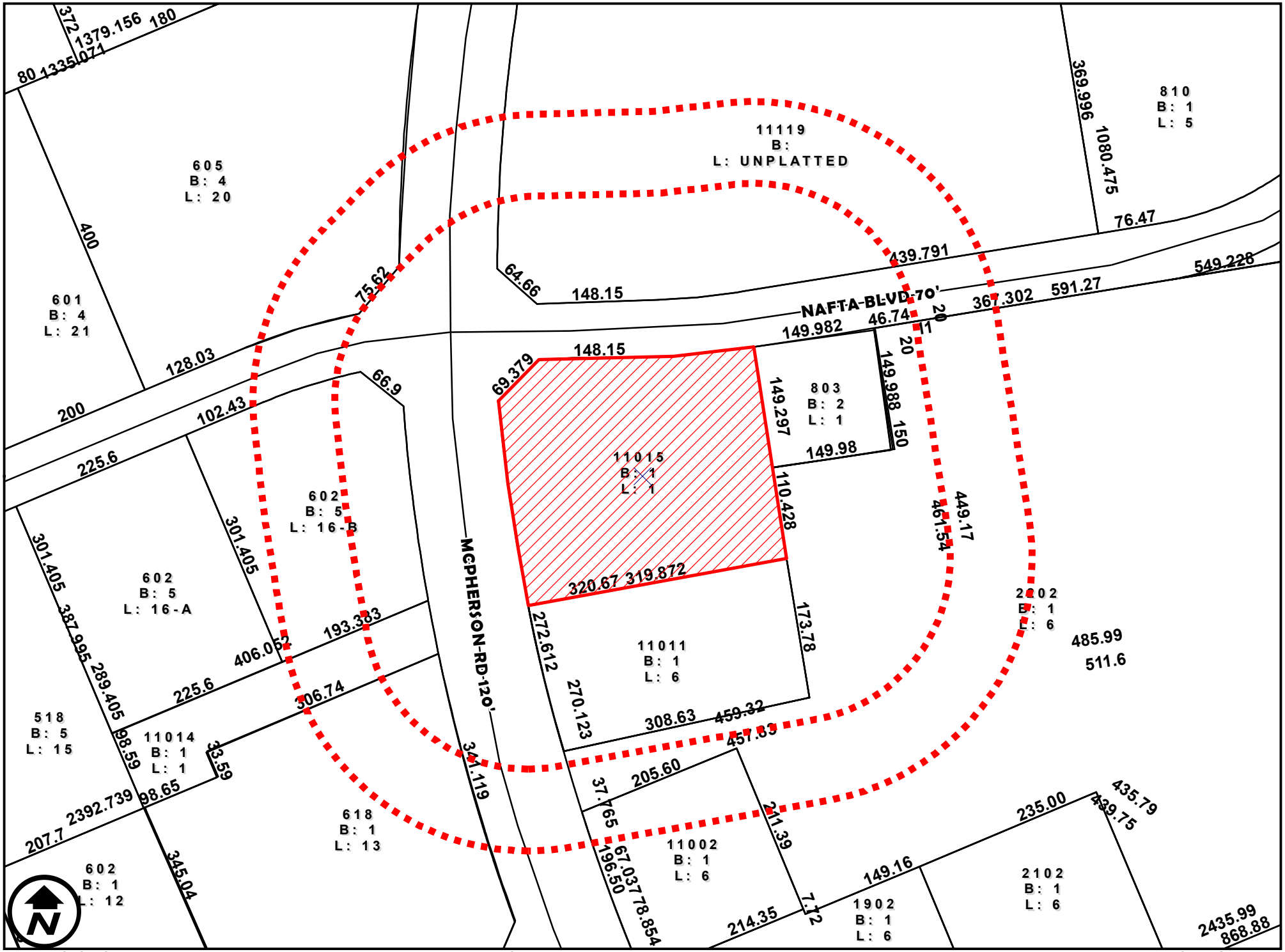
Final Ordinance

AERIAL MAP

1 inch = 150 feet

ZC-002-2026
COUNCIL DISTRICT 6
11015 MCPHERSON ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

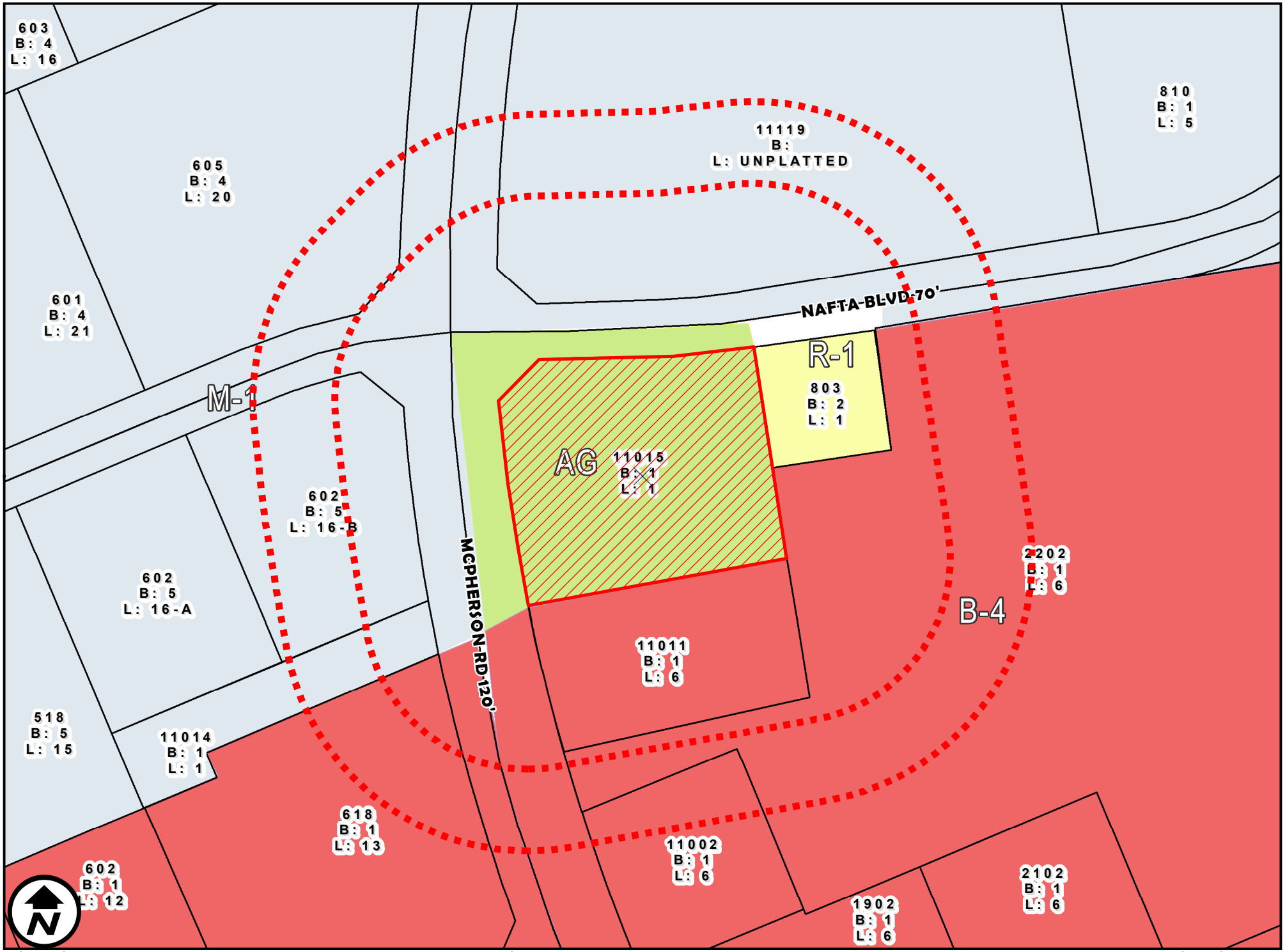


DIMENSIONS MAP

1 inch = 150 feet

ZC-002-2026
COUNCIL DISTRICT 6
11015 MCPHERSON ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

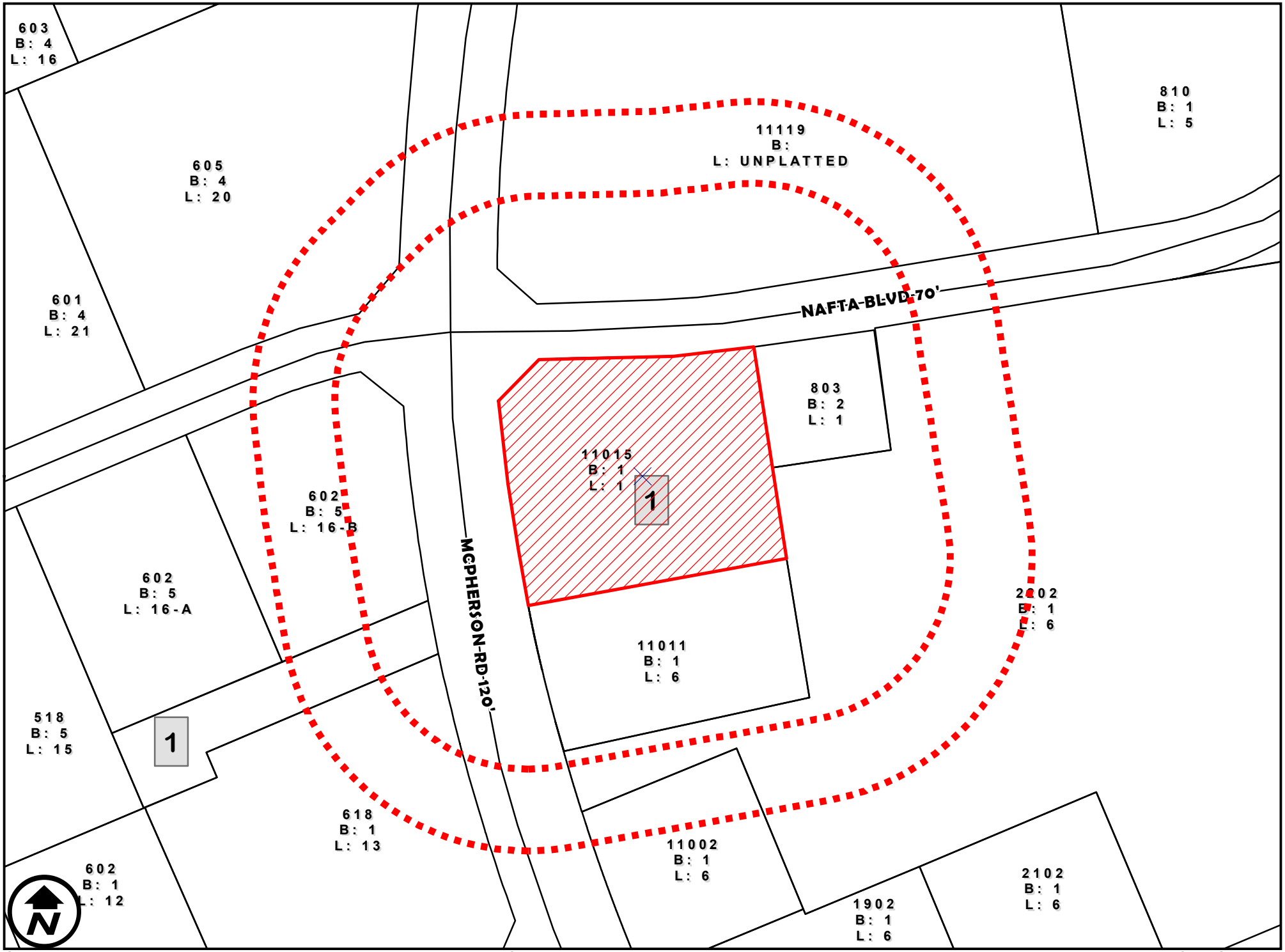


ZONING MAP

1 inch = 150 feet

ZC-002-2026
COUNCIL DISTRICT 6
11015 MCPHERSON ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

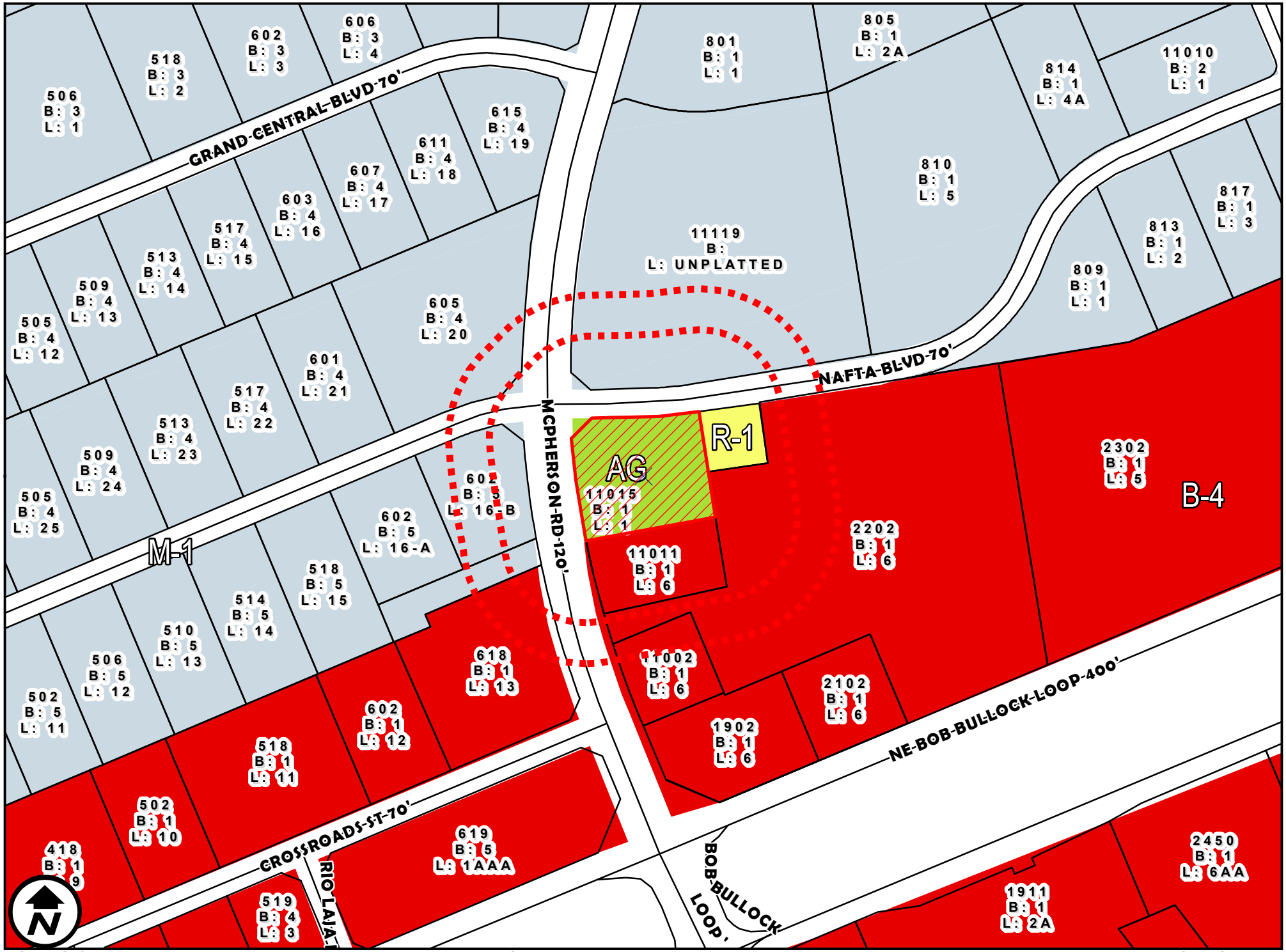


SURVEY MAP

1 inch = 150 feet

ZC-002-2026
COUNCIL DISTRICT 6
11015 MCPHERSON ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

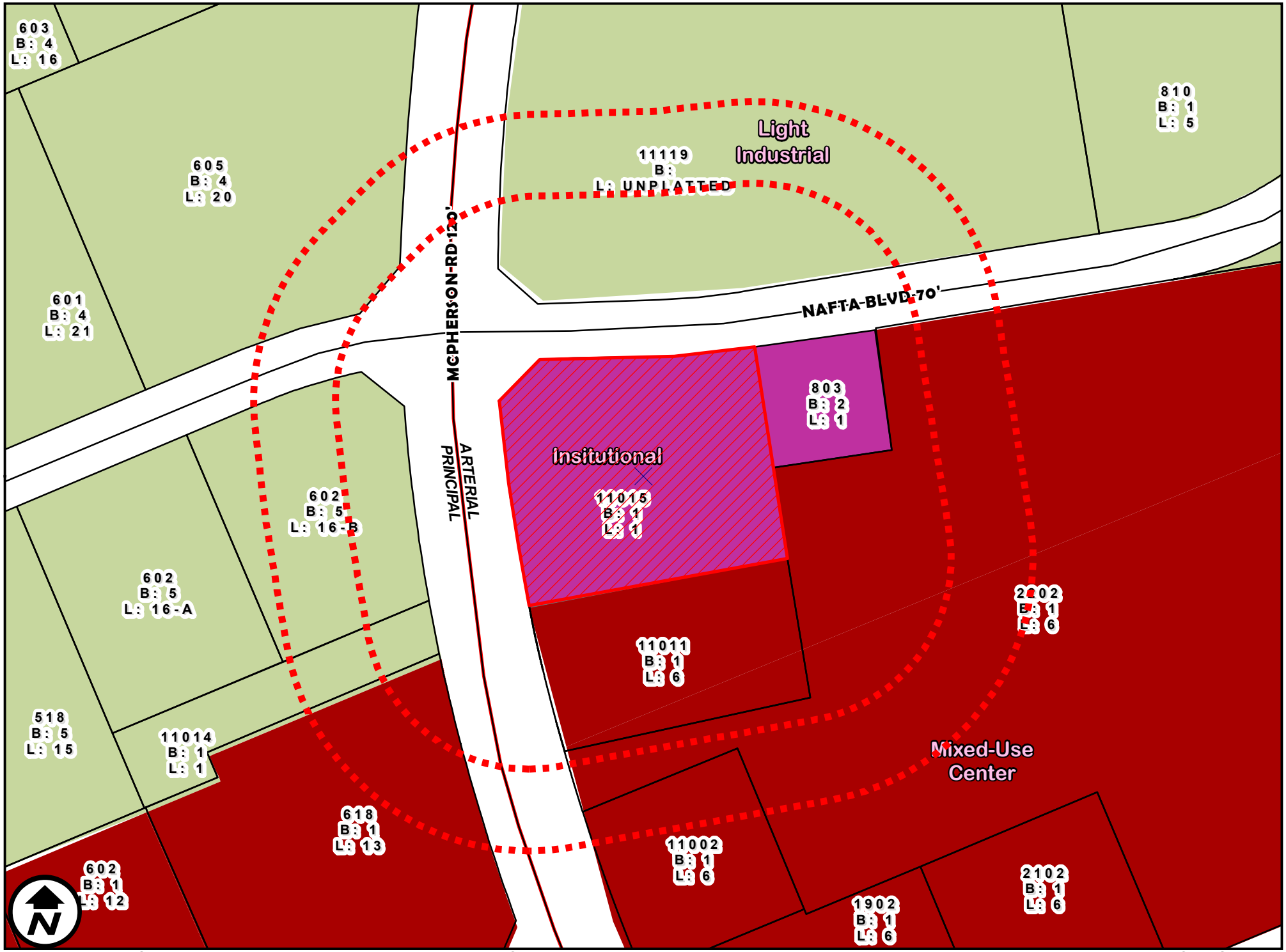


ZONING OVERVIEW

1 inch = 300 feet

ZC-002-2026
COUNCIL DISTRICT 6
11015 MCPHERSON ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

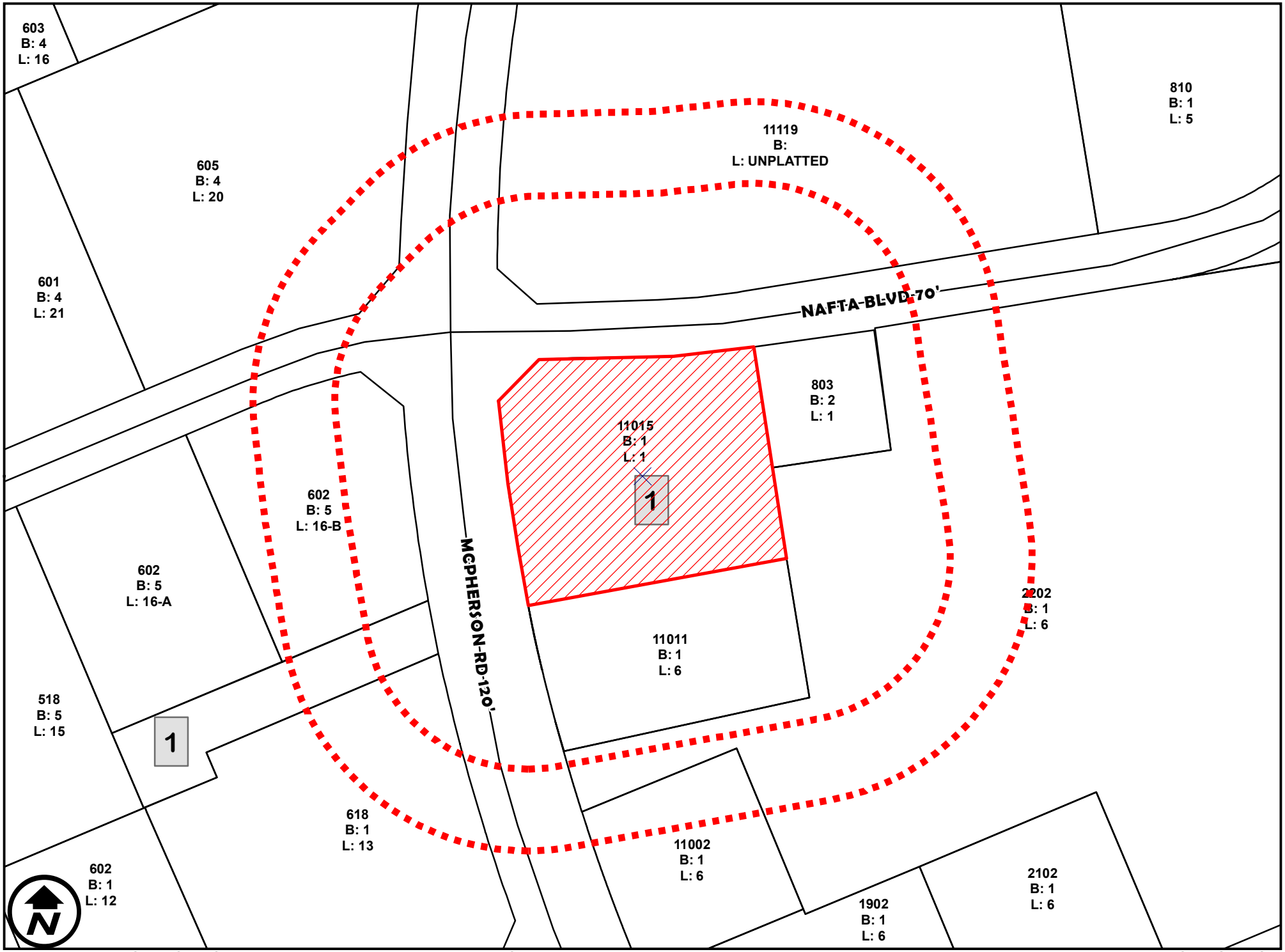


FUTURE LANDUSE

1 inch = 150 feet

ZC-002-2026
COUNCIL DISTRICT 6
11015 MCPHERSON ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-002-2026
COUNCIL DISTRICT 6
11015 MCPHERSON ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

ZC-002-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G TO M-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1611

ORDINANCE NO. 2026-O-16

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, FIRE STATION NO. 11, LOCATED AT 11015 MCPHERSON ROAD, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1, Block 1, Fire Station No. 11, located at 11015 McPherson Road, from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 20, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on January 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended Lot 1, Block 1, Fire Station No. 11, located at 11015 McPherson Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 27.**

SUBJECT
An Ordinance of the City of Laredo, Texas, Authorizing the City Manager to execute all necessary documents to effectively Close, Abandon and Vacate as a Public Easement, an Alley dedicated for public use in Block 925, Eastern Division, City of Laredo, Webb County, Texas, also known to be located at the 1700 Block of Guadalupe Street and providing for the reversion of the public's interest in said alley to the abutting landowners in equal shares, and providing for an effective date.

PREVIOUS COUNCIL ACTION
Item was presented to Council as a Public Hearing and Introductory Ordinance on January 20, 2026.

BACKGROUND
The Property Owner from lots 7, 8, and 9 made the request to the City to close, abandon and vacate the alley and revert all public interest to the abutting property owners. TZ Legacy LLC paid the $600.00 administrative fee. The property owners will receive a Certificate of No Plat Required from our Planning Department. VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies): Promote infill development, reduce underutilized or fragmented parcels, and maximize existing land resources.
- The alley has not been used for public access and has effectively been incorporated into adjoining private properties for many years.
- Formally vacating the alley allows property lines to become consistent with actual use on the ground, creating more regular, developable parcels.
- This supports the Viva Laredo vision of reducing fragmented rights-of-way and improving lot efficiency in established neighborhoods.

2. Neighborhood Preservation & Enhancement
Viva Laredo Goal: Strengthen existing neighborhoods and support reinvestment.
- Alley rights-of-way that no longer serve a public purpose can create maintenance issues, encroachments, and uncertainty for residents.
- The closure cleans up outdated platting from the 1800s and supports long-term neighborhood stability by aligning legal boundaries with existing built conditions.

3. Responsible Infrastructure Management
Viva Laredo Goal: Promote fiscally responsible maintenance of infrastructure and eliminate unnecessary public assets.
- Keeping unused alleys on the city's system requires ongoing responsibility for legal access, potential utilities, and liability.
- By vacating the alley, the City reduces public maintenance obligations and avoids future costs associated with improving infrastructure that no longer serves a community purpose.

- This is consistent with the Plan’s directive to right-size infrastructure to match current needs.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Ordinance

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
None

ORDINANCE 2026-O-18

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTIVELY CLOSE ABANDON AND VACATE AS A PUBLIC EASEMENT, AN ALLEY DEDICATED FOR PUBLIC USE IN BLOCK 925, EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, ALSO KNOWN TO BE LOCATED AT THE 1700 BLOCK OF GUADALUPE STREET AND PROVIDING FOR THE REVERSION OF THE PUBLIC'S INTEREST IN SAID ALLEY TO THE ABUTTING LANDOWNERS IN EQUAL SHARES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 11, 1890 the Laredo Real Estate and Abstract Company dedicated for Public use a 17.7-foot. wide alley in Block 925, Eastern Division, City of Laredo and described in Volume 24 Page 353, Deed Records of the Webb County, Texas; and,

WHEREAS, abutting property owners have submitted requests to the City of Laredo to close, abandon and vacate the alley; and,

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

WHEREAS, said alley traverses the middle of block 925 from east to west through its entire length, and abuts the north side of lots 1,2,3,4,5, & 6, and the south side of lots 7,8, & 9; and,

WHEREAS, all abutting property owners have executed Release Forms releasing the City of Laredo from any and all damages arising from the closure and abandonment and vacating of said alley.

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

SECTION 1. Close as a public easement a 17.7-foot wide alley, dedicated for public use, in Block 925, Eastern Division of the City of Laredo.

SECTION 2. Said alley shall be free from any encumbrances as a public easement and hereby, reverts all public's interest in said alley to the abutting property owners in equal shares.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026

_____
DR. VICTOR TREVINO, MAYOR

ATTEST:

_____
MARIO MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

By: _____
RODOLFO MORALES, III
ASISTANT CITY ATTORNEY

ALLEY BLOCK 925

78 ST.
AVE.
MALINCHE
URBAHN
BUENA VISTA
TAPEYSTE
MENDIOLA
MEADOW
SEYMOUR
ROSARIO
CHIHUAHUA
GUADALUPE
LAREDO
CORPUS CHRISTI
GARFIELD
71
74
1148
1149
1150
1099
73
1088
1087
1086
988
72
989
990
991
927
70
926
925
924
999
69
890
89
892
823
822
821
820
819
14
13
12
11
10

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 28.**

SUBJECT
An Ordinance authorizing the City Manager to accept and enter into a contract from the University Health for the Gilead FOCUS Grant, amending the FY2025-2026 budget by appropriating revenues and expenditures in the amount of $50,397.00, with no match for the City of Laredo Public Health Department, for the term January 01, 2026 through December 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Gilead FOCUS Grant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.1:** Expand access to preventive healthcare services in underserved neighborhoods.
- **Policy 7.1.4:** Increase access to specialized care and early intervention services for vulnerable populations.
- **Goal 7.2:** Prevent and control the spread of communicable diseases in the community.
- **Policy 7.2.3:** Support prevention, testing, and treatment programs for HIV, hepatitis C, and other infectious diseases.
- **Goal 7.4:** Foster a culture of health through education and public health initiatives.

Summary of alignment: This ordinance aligns with the Viva Laredo Comprehensive Plan by expanding routine, opt-out HIV screening and strengthening early linkage to care and prevention services. The Gilead FOCUS Grant promotes disease prevention, reduces stigma associated with HIV testing, and improves access to comprehensive HIV and HCV services, particularly for underserved populations. Through collaboration with regional healthcare providers and community partners, the initiative advances the Plan's goals of improving preventive care access, controlling communicable diseases, and fostering a culture of health and awareness across the community.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
University Health is the region's largest provider of specialty HIV and hepatitis C (HCV) care in South Texas and will serve as the lead entity for a collaborative, knowledge-sharing approach through the City of Laredo Public Health Department. The initiative will implement opt-out routine HIV screening, ensuring timely linkage to care for individuals diagnosed with HIV and access to comprehensive HIV prevention services for eligible patients. In collaboration with community partners and organizations the program will raise awareness about the importance of knowing one's HIV status. By promoting

accessible testing sites and normalizing routine, opt-out screening, the initiative aims to destigmatize HIV testing and encourage broader community participation.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	Gilead FOCUS Grant
Account #:	226-6413
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account is 226-0000-326-2014 and the expenditure division is 226-6413 with Project Number HEGF01.

ORDINANCE NO. 2026-O-19

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT FROM THE UNIVERISTY HEALTH FOR THE GILEAD FOCUS GRANT, AMENDING THE FY2025-2026 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $50,397.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT, FOR THE TERM JANUARY 01, 2026 THROUGH DECEMBER 31, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – GILEAD FOCUS GRANT.

WHEREAS, the University Health contracts with the City of Laredo Public Health Department for the Gilead FOCUS Grant. Through this award, Laredo Public Health will be able to lead and initiative that will implement opt-out routing HIV screening, ensuring timely linkage to care for individuals diagnosed with HIV and access to comprehensive HI prevention services for eligible patients. In collaboration with community partners and organizations the program will raise awareness about the importance of knowing one's HIV status.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract from the University Health for the Gilead FOCUS Grant, amending the FY2025-2026 budget by appropriating revenues and expenditures in the amount of $50,397.00, with no match for the City of Laredo Public Health Department, for the term January 01, 2026 through December 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund – Gilead FOCUS Grant.

Section 2: The revenue account is 226-0000-326-2014 and the expenditure division is 226-6413 with Project Number HEGF01.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

From: Richard A. Chamberlain
To: Luis T. Cerda
Cc: Erika Martinez; Laura Recio; Genesis Cardenas; Nalleli G. Madrigales
Subject: RE: Gilead FOCUS Grant
Date: Monday, November 24, 2025 2:12:29 PM
Attachments: image002.png
image003.png
image005.png
image006.png
image007.png
image008.png
image011.png
image001.png
image012.png
image013.png

Hello,

Good news! We will need to appropriate and funding received.

Your Partner in Health,

Richard A. Chamberlain
DrPH, MPH, DipACLM, CPM, CHW, LCI, RS
City of Laredo Executive Director of Health &
Director of Public Health
City of Laredo Public Health Department
: 2600 Cedar Ave. Laredo, Texas 78040
: **(956) 795-4918**
: rchamberla@ci.laredo.tx.us
: **www.cityoflaredohealth.com**

CONFIDENTIALITY NOTICE:
The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure or may relate to cases or suspected cases of diseases or health conditions and is confidential pursuant to Tex. Health & Safety Code §81.046. Forwarding or otherwise distributing (either electronically or in print) to unauthorized individuals is prohibited. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: Luis T. Cerda <lcerda@ci.laredo.tx.us>
Sent: Monday, November 24, 2025 2:07 PM
To: Richard A. Chamberlain <rchamberla@ci.laredo.tx.us>
Cc: Erika Martinez <emartinez8@ci.laredo.tx.us>; Laura Recio <lrecio1@ci.laredo.tx.us>; Genesis

Cardenas <gcardenas@ci.laredo.tx.us>
Subject: FW: Gilead FOCUS Grant
Importance: High

FYI second year we will include hep c with added funding. Remember this is tied to a non-for profit organization and after second year we will be part of a nation wide group that share information and research. This will help us pay salaries under the 340b

From: Racquel Owino <Racquel.Owino@uhtx.com>
Sent: Monday, November 24, 2025 2:03 PM
To: Luis T. Cerda <lcerda@ci.laredo.tx.us>
Cc: Genesis Cardenas <gcardenas@ci.laredo.tx.us>; Makayla Tey <Makayla.Tey@uhtx.com>
Subject: Gilead FOCUS Grant

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Dr. Cerda and Genesis,

Congratulations, your Gilead FOCUS funding through University Health was approved. I will send out the appropriate documents soon and start the contract documents soon.

Looking forward to continued partnership,

Racquel Owino, MPH
Program Manager, Special Projects
Research & Information Management
Phone: (210) 358-5884
Racquel.Owino@uhtx.com

---------- CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are notified that any use, dissemination, forwarding, distribution, or copying of the communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this by mistake and delete this e-mail from your system. (University Health)

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 29.**

SUBJECT
An ordinance of the City of Laredo authorizing the City Manager to amend a lease agreement between the City of Laredo, as Lessor, and the Laredo Police Department, as Lessee, approved by Ordinance No. 2020-O-147 dated November 02, 2020, by amending the lease to increase the square footage of the leased premises from 138,359 square feet to 223,372 square feet in Section 1.01 of the lease and by additionally, amending Section 1.03 Rental Obligation by increasing the monthly obligation from $11,358.00 to $13,066.00. All other terms and conditions remain unchanged and in effect.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong

Supporting goal(s)/policy(ies):
- **Policy 4.16.2:** The city supports new mixed-use development and redevelopment on and around airport land.

Summary of alignment:
The proposed ordinance aligns strongly with the Viva Laredo Plan by encouraging creative and economically beneficial uses of airport property by executing leases that activate underutilized parcels, support airport-adjacent economic growth, and create compatible land uses.

PREVIOUS COUNCIL ACTION
Ordinance No. 2020-O-147, November 02,2020

BACKGROUND
On November 02, 2020, the Laredo City Council approved lease agreement between the Laredo International Airport and the Laredo Police department for a property located on 712 Maher.

The Laredo Police Department is a tenant in good standing and has proposed a lease amendment to the Airport, in which the amount of square footage would be increased. The Airport is in agreement with the lease amendment and has discussed with Laredo Police Department the need to increase the rent in order maintain the rent at fair market value as required by FAA Grant Assurances. Laredo Police Department is in need of this extra space for their operations.

The amendment to this lease is in the best interest for both the Laredo Police Department and for the Laredo International Airport.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y.
Source of Funds:	Building Rent
Account #:	242-0000-361-1060
Change Order: Exceeds 25% Y/N:	N/A.

FINANCIAL IMPACT:
Revenue will be allocated to the Airport Building Rent Account (242-0000-361-1060).
Monthly: $13,066.00
Annually: $156,792.00

ORDINANCE NO. 2026-O-020

AN ORDINANCE OF THE CITY OF LAREDO AUTHORIZING THE CITY MANAGER TO AMEND A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND THE LAREDO POLICE DEPARTMENT, AS LESSEE, APPROVED BY ORDINANCE NO. 2020-O-147 DATED NOVEMBER 02, 2020, BY AMENDING THE LEASE TO INCREASE THE SQUARE FOOTAGE OF THE LEASED PREMISES FROM 138,359 SQUARE FEET TO 223,372 SQUARE FEET IN SECTION 1.01 OF THE LEASE AND BY ADDITIONALLY, AMENDING SECTION 1.03 RENTAL OBLIGATION BY INCREASING THE MONTHLY OBLIGATION FROM $11,358 TO $13,066. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council Authorize the City Manager to amend a lease agreement between the City of Laredo, as Lessor, and the Laredo Police Department, as Lessee, approved by Ordinance No. 2020-O-147 dated November 02, 2020, by amending the lease to increase the square footage of the leased premises from 138,359 square feet to 223,372 square feet in Section 1.01 of the lease and by additionally, amending Section 1.03 Rental Obligation by increasing the monthly obligation from $11,358 to $13,066. All other terms and conditions remain unchanged and in effect**;** and

WHEREAS, the said lease amendments are necessary in order to remain in compliance with Federal Aviation Administration Grant Assurance #24 as required by Airport Sponsors; and

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

Section 1**:** Authorize the City Manager to amend a lease agreement between the City of Laredo, as Lessor, and the Laredo Police Department, as Lessee, approved by Ordinance No. 2020-O-147 dated November 02, 2020.

Section 2: Section 1.01 Leased Premises is amended by increasing the square footage of the leased premises from 138,359 square feet to 223,372 square feet.

Section 3: Section 1.03 Rental Obligation by increasing the monthly obligation from $11,358 to $13,066.

Section 4: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

BY: _____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 30.**

SUBJECT
An ordinance authorizing the City Manager to execute a lease agreement between the Laredo International Airport and the City Of Laredo Police Department for approximately 15,000 square feet constituting warehouse and office space situated within a 3.0-acre tract of land located at 5508 Thomas Avenue, Laredo, Webb County, Texas situated on property described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, Plat Records of Webb County, Texas. Lease term shall be for a total of five (5) years, with three options to extend this lease, with each option being an additional five (5) years, commencing on February 1, 2026. Initial monthly rent shall be $8,676.23 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Policy 4.16.2:**

The city supports new mixed-use development and redevelopment on and around airport land.

- **Policy 1.1.2:**

Encourage infill development and redevelopment within the existing city limits to maximize infrastructure investments and reduce sprawl.

- **Goal 11.3:**
  Advances innovative strategies for infrastructure improvement, public safety, and national security.

Summary of alignment:
This lease is **strongly** with the Comprehensive Plan by activating existing infrastructure, strengthening public safety operations, protecting airport revenue, preventing airspace or environmental hazards, and promoting efficient municipal land use in the airport trade corridor.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Laredo International Airport owns the property and building located on 5508 Thomas Avenue. The Laredo Police Department has proposed the Airport a new lease agreement between both departments for the purposes of expanding LPD’s operational space.

The Laredo Police Department has been a tenant in good standing with the Airport for many years. The proposed lease would be for a total of five (5) years, with three options to extend this lease, with each option being an additional five (5) years, commencing on February 1, 2026. Initial monthly rent

shall be $8,676.23 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI).

It is in the best interest for both the Laredo Police Department and the Laredo International Airport that this lease be approved.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Building Rent
Account #:	242-0000-361-1060
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Monthly:$8,676.23
Annually: $104,114.76

Revenue will be allocated to the Airport Building Rent account: 242-0000-361-1060.

ORDINANCE NO. 2026-O-22

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE LAREDO INTERNATIONAL AIRPORT AND THE CITY OF LAREDO POLICE DEPARTMENT FOR APPROXIMATELY 15,000 SQUARE FEET CONSTITUTING WAREHOUSE AND OFFICE SPACE SITUATED WITHIN A 3.0-ACRE TRACT OF LAND LOCATED AT 5508 THOMAS AVENUE, LAREDO, WEBB COUNTY, TEXAS SITUATED ON PROPERTY DESCRIBED AS BLOCK NO. 1, OF THE SUBDIVISION PLAT OF LAREDO AIRPORT ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 1, PLAT RECORDS OF WEBB COUNTY, TEXAS. LEASE TERM SHALL BE FOR A TOTAL OF FIVE (5) YEARS, WITH THREE OPTIONS TO EXTEND THIS LEASE, WITH EACH OPTION BEING AN ADDITIONAL FIVE (5) YEARS, COMMENCING ON FEBRUARY 1, 2026. INITIAL MONTHLY RENT SHALL BE $8,676.23 A MONTH AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo ("City") is the owner of certain premises located at the Laredo International Airport, consisting of approximately 15,000 square feet constituting warehouse and office space situated within a 3.0-acre tract of land located at 5508 Thomas Avenue, Laredo, Webb County, Texas situated on property described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas; and

WHEREAS, the City of Laredo Police Department ("LPD") desires to lease said premises from the Laredo International Airport for the purpose of conducting its administrative offices and other activities incidental to police activity; and

WHEREAS, the Laredo International Airport and the City of Laredo Police Department have negotiated a lease agreement setting forth the terms, conditions, and rental rates for the use of said premises; and

WHEREAS, it is in the best interest of the City of Laredo to enter into this lease agreement in order to promote economic development activities that benefit the community;

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

Section 1. The City Manager is hereby authorized to execute the Lease Agreement between the Laredo International Airport and the City of Laredo Police Department for the premises located at 5508 Thomas Avenue, consisting of approximately 15,000 square feet constituting warehouse and office space situated within a 3.0-acre tract of land situated on property described as Block No. 1,

of the Subdivision Plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, Plat Records of Webb County, Texas.

Section 2. Lease term shall be for a total of five (5) years, with three options to extend this lease, with each option being an additional five (5) years, commencing on February 1, 2026.

Section 3. Initial monthly rent shall be $8,676.23 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI)

Section 4. This Ordinance shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2026.

_____

VICTOR D. TREVIÑO, JR.
Mayor, City of Laredo

ATTEST:

_____

MARIO I. MALDONADO, JR.
City Secretary

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN
City Attorney

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 31.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Ordinance No. 2025-O-229, Chapter 6, Article II, Sec. 6-22 of the City of Laredo Code of Ordinances relating to Rabies Control, Registration Requirements, and Vaccination procedures to align with current state law; providing for severability; providing for publication and an effective date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.2:** Prevent and control the spread of communicable diseases in the community.
- **Policy 7.2.8:** Maintain and enforce animal vaccination and rabies control programs to prevent zoonotic disease transmission.
- **Goal 7.5:** Strengthen public health systems and regulatory frameworks.
- **Policy 7.5.1:** Ensure public health ordinances and programs are current, effective, and aligned with state and federal law.

Summary of alignment: This ordinance aligns with the Viva Laredo Comprehensive Plan by strengthening rabies prevention and animal vaccination regulations to protect public health and safety. By clarifying responsibilities for veterinarians and animal owners and aligning local requirements with Texas state law, the ordinance improves compliance, consistency, and enforcement of rabies control measures. These updates directly support the Plan's goals of preventing communicable diseases, safeguarding residents and animals, and maintaining an effective, legally compliant public health regulatory system.

PREVIOUS COUNCIL ACTION
On November 17, 2025, Council approved Ordinance 2025-O-229.

BACKGROUND
The City of Laredo adopted Ordinance No. 2025-O-229 to revise and modernize regulations related to animal control, vaccinations, registration, and associated enforcement measures; and upon continued review and public input, the City has identified the need to clarify the obligations of veterinarians and animal owners regarding rabies vaccinations and registration requirements, particularly to ensure compliance with Texas Health and Safety Code Chapter 229 and 826 and rules adopted by the Texas Department of State Health Services. The City of Laredo seeks to ensure consistency with state-authorized vaccination intervals, acceptable documentation, tag issuance responsibilities, and voluntary participation in City programs by veterinarians. The City

Council finds it in the best interest of the public health, safety, and welfare of residents, visitors, and animals within the City to amend Sec. 6-22 of Ordinance No. 2025-O-229 to provide clarity, improve compliance, and align procedural standards with state law and contemporary veterinary practice

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2026-O-21

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING ORDINANCE NO. 2025-O-229, CHAPTER 6, ARTICLE II, SEC. 6-22 OF THE CITY OF LAREDO CODE OF ORDINANCES RELATING TO RABIES CONTROL, REGISTRATION REQUIREMENTS, AND VACCINATION PROCEDURES TO ALIGN WITH CURRENT STATE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Laredo adopted Ordinance No. 2025-O-229 to revise and modernize regulations related to animal control, vaccinations, registration, and associated enforcement measures; and

WHEREAS, upon continued review and public input, the City has identified the need to clarify the obligations of veterinarians and animal owners regarding rabies vaccinations and registration requirements, particularly to ensure compliance with Texas Health and Safety Code Chapter 229 and 826 and rules adopted by the Texas Department of State Health Services; and

WHEREAS, the City of Laredo seeks to ensure consistency with state-authorized vaccination intervals, acceptable documentation, tag issuance responsibilities, and voluntary participation in City programs by veterinarians; and

WHEREAS, the City Council finds it in the best interest of the public health, safety, and welfare of residents, visitors, and animals within the City to amend Sec. 6-22 of Ordinance No. 2025-O-229 to provide clarity, improve compliance, and align procedural standards with state law and contemporary veterinary practice;

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

SECTION 1. Amendment

Ordinance No. 2025-O-229 is hereby amended by replacing Sec. 6-22 in its entirety with the language below. All remaining sections, including subsection (c), remain unchanged unless expressly amended:

Sec. 6-22. – Vaccination Certificate Required; Display Upon Request.

~~**[(a) Registration:** Every owner of a dog or cat three (3) months or more of age shall cause such dog or cat to be registered with, and shall pay a registration fee to, City of Laredo Animal Services. Upon payment of the required registration fee and compliance with the rabies inoculation requirement set forth in subsection B of this section, a registration tag shall be issued and will be valid for one year. Every dog or cat shall be registered annually, unless a licensed veterinarian has issued a certificate indicating that a three (3) year rabies vaccine has been administrated to the dog or cat, in which case, registration shall be once every three (3) years. This requirement of~~

~~registration may be satisfied through the inoculation and tag purchase described in subsection B of this section.]~~

(a) Registration: *Every owner of a dog or cat three (3) months of age or older shall register the animal with the City of Laredo Animal Services Department. Registration shall be renewed annually unless the owner provides proof of a valid three-year rabies vaccination issued by a United States-licensed veterinarian, in which case registration shall be renewed once every three (3) years. Upon completion of registration payment of the required registration fee and verification of rabies vaccination under subsection (b), the City shall issue a City registration tag valid for the applicable registration period.*

~~[(b) Inoculation:~~ ~~Every owner of a dog or cat three (3) months or more of age shall cause such dog or cat to be inoculated against rabies by a US. licensed veterinarian. Every dog or cat shall have a second rabies vaccination within one year of the first vaccination and every year thereafter. However, if the vaccine used is one recognized by the State of Texas for a three (3) year period of immunity, and the dog or cat is over twelve (12) months of age at the time of inoculation, the interval between inoculations may be extended to three (3) years. Evidence of such rabies inoculation shall be entered on a certificate, the form of which shall be approved by Laredo Animal Services and which shall contain the microchip number, description of the animal, the name and address of the owner, serial tag number and which shall be signed by the licensed veterinarian administering the vaccine. Veterinarians who inoculate a dog or cat must procure from Laredo Animal Services serially numbered tags, one to be issued with each inoculation certificate. Only one dog or cat shall be included on each certificate. The veterinarian immunizing and microchipping an animal in the City of Laredo must provide the City of Laredo with a certificate of immunization and microchip number, and a tag must be issued, at a fee established by the City of Laredo Council for each dog or cat inoculated against rabies. Such tags shall also serve as the registration tag for purposes of this chapter. Tags shall be worn on the collar or harness of the animal for which the tag and rabies inoculation certificate was issued, except when the animal is confined. All fees collected must be sent to Laredo Animal Services within sixty (60) days of acquirement. If a tag is not issued at the time a dog or cat is inoculated against rabies (for example, if the owner refuses to obtain the tag from the veterinarian or if the veterinarian is located outside the City of Laredo), the owner must register the dog or cat with Animal Services within thirty (30) days of inoculation. In which case, the owner must present an inoculation certificate issued by the I.S. licensed veterinarian that administered such inoculation. Laredo Animal Services will then furnish the owner with a tag. upon payment of the registration fee.]~~

(b) Inoculation: *Every dog or cat three (3) months of age or older shall be vaccinated against rabies by a United States-licensed veterinarian in accordance with Texas Health and Safety Code Chapter 826 and rules adopted by the Texas Department of State Health Services.*

If a vaccine recognized by the State of Texas provides a three-year immunity period, and the animal is at least twelve (12) months of age at the time of vaccination, the vaccination interval may be extended up to three (3) years consistent with state law.

The owner shall provide proof of vaccination in a form required by state law and acceptable to the City, which shall include the animal description, vaccination date, vaccine expiration date,

vaccine manufacturer's name and serial number, veterinarian information, and any microchip number if applicable.

If a tag is not issued at the time a dog or cat is inoculated against rabies (for example, if the owner refuses to obtain the tag from the veterinarian or if the veterinarian is located outside the City of Laredo), the owner must register the dog or cat with Animal Services within thirty (30) days of inoculation. In such case, the owner must present an inoculation certificate issued by the U.S.-licensed veterinarian that administered the vaccine. Laredo Animal Services will then furnish the owner with a tag, upon payment of the registration fee.

(c) Registration Fee: The fee for a registration tag shall be assessed at a rate set forth by City of Laredo Animal Services and approved by the City Council and shall include a minimum ten dollars ($10. 00) differential in the fee for dogs or cats that have not been spayed or neutered.

~~**[(d) Sale and Distribution of Vaccine:** Rabies vaccines for use on animals shall be sold or distributed only by licensed veterinarians. Such rabies vaccine shall be licensed by the United States department of agriculture and approved by the State of Texas.]~~

(d) Sale and Distribution of Vaccine: *Rabies vaccines for use on animals shall be sold or distributed only by licensed veterinarians. Such rabies vaccine shall be licensed by the United States Department of Agriculture and approved by the State of Texas. It shall be the duty of each veterinarian who vaccinates any dog or cat for rabies to furnish the rabies certificate, within sixty (60) days following the administration of the vaccination, a copy of the veterinarian's rabies certification with the information set forth in section (b) to Laredo Animal Services. Licensed veterinarians operating within the City may, at their discretion and without obligation, participate in voluntary rabies-tag or microchip programs offered by the City.*

(e) Exemptions: If a licensed veterinarian determines in writing that a rabies inoculation would compromise an animal health, then the animal shall be exempt from the rabies shot requirement, but the owner must register the dog or cat as medically exempt within (30) days after such determination.

(f) Change of ownership: If the ownership of a pet changes, the following apply:

i. Pets shall be registered anew within thirty (30) days of a change in ownership.

ii. No additional fee shall be charged to a new owner for the registration of a dog or a cat, which has been previously registered with the City of Laredo during the course of the same calendar year.

iii. Change of ownership may be proven by a bill of sale, evidence of the previous registration and/or letter from the previous owner relinquishing ownership of the pet.

SECTION 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the

provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

SECTION 5. That after its passage by City Council, this Ordinance shall be published one (1) time and become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Final Readings 32.**

SUBJECT
An Ordinance authorizing the City Manager to accept and enter into a contract from the Alzheimer's Association for the 2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant, amending the FY2025-2026 budget by appropriating revenues and expenditures in the amount of $50,000.00, with no match for the City of Laredo Public Health Department, for the term January 01, 2026 through September 30, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - 2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.4:** Expand specialized care and services to address the needs of aging populations.
- **Goal 7.3:** Prevent and reduce chronic disease and promote early detection.
- **Policy 7.3.2:** Support public health programs that address risk factors for cognitive decline and chronic illness.
- **Goal 7.4:** Foster a culture of health through education and public health initiatives.
- **Policy 7.4.3:** Support research and education programs that enhance public awareness of mental and brain health.
- **Goal 7.5:** Strengthen public health systems and partnerships.
- **Policy 7.5.4:** Collaborate with state and federal partners to enhance local health planning and response capacity.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by advancing community-level strategies to promote brain health and reduce the burden of dementia. The Healthy Brain Initiative strengthens the City's ability to assess local needs, educate staff, and guide implementation of evidence-based interventions focused on cognitive health. By addressing social and structural determinants of health and building local expertise in Alzheimer's and dementia prevention, the initiative supports the Plan's goals of expanding preventive care, fostering public health education, and enhancing interagency collaboration for long-term community wellness.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Alzheimer's Association contracts with the City of Laredo Public Health Department for the 2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant. Through this award the City of Laredo Public Health Department will build internal capacity and subject matter expertise on

Alzheimer's disease and dementia from a life-course perspective, including understanding related social and structural determinants of health and assess local needs and strengths related to dementia, as well as educate public health staff and provide local leadership in prioritizing, implementing, and coordinating actions from the HBI State and Local Road Map for Public Health.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant
Account #:	226-6518
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account is 226-0000-327-9066 and the expenditure division is 226-6518 with Project Number HENH01.

ORDINANCE NO. 2026-O-23

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT FROM THE ALZHEIMER'S ASSOCIATION FOR THE 2026 HEALTHY BRAIN INITIATIVE (HBI) ROAD MAP STRATEGISTS PROGRAM GRANT, AMENDING THE FY2025-2026 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $50,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT, FOR A TERM STARTING ON JANUARY 01, 2026 TO SEPTEMBER 31, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – 2026 HEALTHY BRAIN INITIATIVE (HBI) ROAD MAP STRATEGISTS GRANT.

WHEREAS, the Alzheimer's Association contracts with the City of Laredo Public Health Department for the 2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant. Through this award the City of Laredo Public Health Department will build internal capacity and subject matter expertise on Alzheimer's disease and dementia from a life-course perspective, including understanding related social and structural determinants of health and assess local needs and strengths related to dementia, as well as educate public health staff and provide local leadership in prioritizing, implementing, and coordinating actions from the HBI State and Local Road Map for Public Health.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract from the Alzheimer's Association for the 2026 Healthy Brain Initiative (HBI) Road Map Strategists Program Grant, amending the FY2025-2026 budget by appropriating revenues and expenditures in the amount of $50,000, with no match for the City of Laredo Public Health Department, for a term starting on January 01, 2026 to September 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund – 2026 Healthy Brain Initiative (HBI) Road Map Strategists Grant.

Section 2: The revenue account is 226-0000-327-9066 and the expenditure division is 226-6518 with Project Number HENH01.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Consent Agenda 33.**

SUBJECT
Authorizing the City Manager and/or his designee to execute a Participation Agreement with Laredo College for participation in Tax Increment Reinvestment Zone (TIRZ) No. 1, pursuant to Chapter 311 of the Texas Tax Code, to become effective during the 2026 tax year utilizing the 2025 tax year as an initial baseline.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
On November 19, 2025, the Laredo College Board of Trustees approved participation in the City of Laredo Tax Increment Reinvestment Zone (TIRZ) No. 1 pursuant to Chapter 311 of the Texas Tax Code. The City of Laredo seeks to formalize this partnership through a Participation Agreement that will outline the College's contribution and involvement in redevelopment and revitalization efforts within the Zone.

On November 18, 2025, the TIRZ No.1 Board discuss Laredo College's participation.

COMMITTEE RECOMMENDATION
Committee recommends the approval of this motion.

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
No financial impact at the moment.

THE STATE OF TEXAS §
§
LAREDO COLLEGE §

PARTICIPATION AGREEMENT
TAX IINCREMENT REINVESTMENT ZONE NUMBER ONE
CITY OF LAREDO, TEXAS

THIS AGREEMENT ("Agreement") is made by and between the City of Laredo, Texas ("City"), acting by and through its City Manager or his designee, and Laredo College ("LC") acting by and through its duly authorized officials.

WITNESSETH:

WHEREAS, in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "Act") on November 21, 2016 the City of Laredo adopted Ordinance No. 2016-0-192, as amended (the "Ordinance") creating Tax Increment Reinvestment Zone Number One, City of Laredo, Texas (the "Zone") for the development and revitalization of downtown Laredo; and

WHEREAS, on November 19, 2025 the Laredo College expressed its support for the Zone and voted unanimously to contribute tax increment to the tax increment fund at a percentage matching the percentage of tax increment contributed by the City; and

WHEREAS, City and Laredo College agree that the Board composition shall include 1 representatives designated by Laredo College.

WHEREAS, City and Laredo College now desire to enter into this Agreement under the Act for the contributions of their respective tax increments to the tax increment fund of the Zone;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the City and the Laredo College do agree as follows.

AGREEMENT

1. Parts Incorporated.

The following documents are hereby incorporated into this Agreement for all purposes by this reference:

A. The Ordinance (as may be amended from time to time);

B. The Project Plan (as may be amended from time to time); and

C. The Finance Plan (as may be amended from time to time).

2. Tax Increment Contributions.

DRAFT

A. Contributions. Beginning with tax increment for tax year 2026, and continuing until the termination of the Zone on December 31, 2047, the Laredo College agrees that it shall annually contribute to the tax increment fund of the Zone:

(i) one hundred percent (100%) of any Laredo College tax increment resulting from rollback taxes; and

(ii) one hundred percent (100%) of Laredo College tax increment attributable to the portion of their respective tax rates attributable to maintenance and operation.

Notwithstanding the foregoing, Laredo College may suspend payments to the tax increment fund held by the City if the City terminates its participation in the Zone.

B. Tax Increment Base. As used herein, "tax increment" have the meaning set forth in Chapter 311 of the Tax Code. Notwithstanding the provisions of Section 311.012, Texas Tax Code, the Parties agree that, for purposes of this Agreement, increment shall be calculated with $_____ as the tax increment base (the "Tax Increment Base").

C. Laredo College Increment. The Laredo College's obligation to contribute its tax increment payment to the tax increment fund shall accrue as the Laredo College collects its tax increment. The parties hereto agree that all real property taxes collected each year by the Laredo College that are attributable to real property in the Zone, shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, shall then, except as may be excepted herein, constitute the tax increment. The Laredo College agrees to make its annual payments to the City for deposit into the tax increment fund of the Zone on or before ninety (90) days after the tax delinquency date as provided by Tax Code Section 311.013(e). Under no circumstances shall the Laredo College be required to participate in the Zone after May 30, 2047.

D. Public Improvements. Laredo College's contribution to the tax increment fund shall be used to fund public improvements to support the development and revitalization efforts in the Zone.

E. Conflict. Pursuant to the Act, in the event there is a conflict between the parties in regard to the amount of the tax increment owed by the Laredo College, the parties agree that the Laredo College will make a reasonable determination as to the amount of any Tax Increment owed by the Laredo College under this Agreement and present the same to the City. If the City does not accept the Laredo College's determination after a thirty (30) day review period, the parties agree to allow a third-party accounting firm, mutually selected by and equally funded by the parties, to make the final determination based on the terms of this Agreement and the Act.

F. No Penalty or Interest. Any delinquent deposit of a tax increment payment under this Agreement by the Laredo College shall be administered as provided in Section 311.013(c) of the Act (or its successor provision). The parties expressly agree that the Laredo College shall not owe any penalty or interest on tax increments that have been levied, but not received by the Laredo College. In addition, the Laredo College shall not be obligated to contribute its tax increment payments from any non-tax increment revenue sources. Furthermore, the Laredo College shall not

DRAFT

be obligated to contribute its tax increment payment to the tax increment fund in the event any participating taxing entity in the Zone, other than the Laredo College, discontinues its required contribution under the Finance Plan or fails to fully contribute its entire contribution to the tax increment fund during the term of this Agreement, unless such discontinuance is in compliance with and authorized by a written amendment to this Agreement.

3. Additional Agreements.

A. Annual Report. Project and Finance Plans. City shall provide Laredo College with the Zone's annual report contemporaneously with submitting the annual report to the Texas Comptroller of Public Accounts. The Laredo College shall receive the final project plan and finance plan for the Zone in advance of City's approval and shall receive notice of any proposed amendments to such plans.

B. Financial Obligation. Except for making its annual payments to the City for deposit in the tax increment fund as set out in this Agreement, Laredo College shall not have any obligation or responsibility for any costs or expenses associated with the Zone or the Project other than the Laredo College Public Work.

C. Term. This Agreement shall become effective as of the date of execution, and shall remain in effect until the later of (i) May 30, 2047.

D. Non-Qualification. The parties agree that should the Texas Attorney General or a Texas District Court opine or find that (i) the basis for creating the Zone or the Laredo College's participation in the Zone is unlawful or unconstitutional or (ii) the property designated as the Zone does not qualify under the Act, this Agreement shall be terminated and any money remaining in the tax increment fund shall be paid to each taxing entity that contributed funds to the tax increment fund in proportion to the contributions of each; and, the Laredo College shall have no further liability with regard to the Zone or this Agreement.

E. Termination. Upon the termination of the Zone, and after satisfaction of all obligations, payment of any unreimbursed service costs, and allocation of costs to infrastructure maintenance, any money remaining in the tax increment fund shall be paid to each of taxing entity that contributed funds to the tax increment fund in proportion to the contributions of each in accordance with Section 311.014(d) of the Texas Tax Code.

F. Limited Obligation. The Laredo College's obligations shall be limited to imposing and collecting taxes on properties in the Zone and depositing the agreed portion of the tax receipts in the tax increment fund during the term of the Zone.

G. Expansion of the Zone. The obligation of the Laredo College to participate in the Zone is limited to the description of the Zone contained in the Project Plan and Finance Plan. The Laredo College's participation shall not extend to the tax increment on any additional property added to the Zone by the City unless the Laredo College approves in writing such participation.

DRAFT

4. **Miscellaneous.**

A. Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

B. Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment. This Agreement may be changed or amended only by a written instrument duly executed on behalf of the City and the Laredo College.

D. Default. If a party is in breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party will have thirty (30) days after notice is given to cure such breach. If the breaching party fails to cure in timely manner, the aggrieved party, at its option, shall be entitled to suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.

E. Notices. All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the other party at the address prescribed below, or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

If to the City, to:

CITY OF LAREDO
Attn: City Manager
1110 Houston St.
Laredo, Texas 78040
Re: TIRZ No. 1
Phone: (956) 791-7304

If to the Laredo College, to:

LAREDO COLLEGE
Attn: Dr. Minita Ramirez
President, Laredo College
West End Washington Street
Laredo, TX 78040
Re: TIRZ No. 1
Phone: (956) 722-0501

DRAFT

F. Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Venue. Venue for any legal action concerning this Agreement will lie in Laredo College, Webb County, Texas.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

THIS AGREEMENT IS EXECUTED by the City and the Laredo College on this _____ day of _____, 2026.

CITY OF LAREDO

_____
Joseph W. Neeb
City Manager

LAREDO COLLEGE

_____
Dr. Minita Ramirez
President, Laredo College

ATTEST:

_____
Mario Maldonado
City Secretary

_____
Nguyen, Doanh T. "Zone"
City Attorney

DRAFT

City of Laredo

City Council

Meeting Date: 2/2/2026 **Resolution 34.**

SUBJECT
A Resolution of the City Council of the City of Laredo, authorizing the City Manager to submit a grant application in the amount of $243,711.00 to the Texas Opioid Abatement Fund Council to support the operations of the Detoxification Department, ROOTS Recovery Center to provide detoxification services to individuals experiencing substance use withdrawals; and execute all relevant documents as determined by the Texas Opioid Abatement Fund Council. Grant funding will be up to $$243,711.00 for a one-year funding cycle. No grant match is required for this funding opportunity. Grant will be accounted for in the Detoxification Center Fund - CORE LT Grant.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating:

☑ **Strong -** Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

Supporting goal(s)/policy(ies):

Goal 7.2 - Behavioral Health Access

Verbatim text: “Ensure access to preventive care and treatment of behavioral health, including mental health and substance abuse services.”

Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Page: 7.23

Relevance: This agenda item applies directly to expanding services for individuals experiencing substance use withdrawal by seeking significant grant funding to support detoxification services. The focus on substance abuse treatment directly fulfills the intent of ensuring access to behavioral health care.

Policy 7.2.1 - Substance Abuse Programs

Verbatim text: “Support and expand programs that address substance abuse, addiction, and mental health issues in the community.”

Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Page: 7.23

Relevance: The agenda item proposes applying for grant funds specifically for detoxification and

recovery support-an initiative that clearly expands programs addressing substance abuse, aligning with this policy's directive.

Policy 7.1.3 - Collaborative Healthcare Access

Verbatim text: "Collaborate with public, private, and nonprofit sectors to improve access to affordable and quality healthcare services."

Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Page: 7.22

Relevance: The proposed grant and partnership with the Texas Opioid Abatement Fund Council exemplify collaboration between government and external funding bodies to improve healthcare access for vulnerable populations, reflecting the collaborative intent of this policy.

Summary of alignment:

This agenda item **strongly aligns** with the Viva Laredo Comprehensive Plan:

- It **directly fulfills Goal 7.2**, which explicitly targets behavioral health and substance abuse services-a primary focus of the proposed grant funding.

Policy 7.2.1 is directly applicable, as the resolution is aimed at expanding detoxification and recovery services that address substance use issues-a core element of the Plan's behavioral health strategies.

The action exhibits coherence with **Policy 7.1.3** by leveraging cross-sector resources and partnerships to enhance access to affordable behavioral health care, consistent with the holistic approach to healthcare access envisioned in the Plan.

Broader planning themes supported include:

Public Health and Wellness: Expands treatment capacity for substance use disorders.

Health Equity: Targets services for individuals in vulnerable circumstances, improving equitable access to detox and recovery.

Cross-Sector Collaboration: Utilizes external grant mechanisms to enhance local service provision.

Given these direct connections to explicit goals and policies in the Viva Laredo Comprehensive Plan, the agenda item's alignment is **Strong**.

PREVIOUS COUNCIL ACTION
No previous council action on this funding opportunity.

BACKGROUND
The Opioid Abatement Fund Council (OAFC) seeks to empower local organizations to address the opioid crisis at its roots through the 2025 Long-term Community-based Opioid Recovery Effort (CORE) grant opportunity. The opioid crisis affects every corner of our community - families, neighbors, schools and workplaces. It is a silent epidemic that devastates lives and undermines the strength of our neighborhoods. CORE grants will empower communities with tools:

Save Lives: Expand access to life-saving treatments and evidence-based interventions.
Build Hope: Offer individuals and families the support they need to rebuild their futures.
Unite Communities: Foster collaboration across healthcare providers, law enforcement, local leaders and community organizations.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval as funding will directly support center operations to treat individuals experiencing substance use disorders in rebuilding their lives and reunite with their families.

Fiscal Impact

Fiscal Year:	FY 26-28
Budgeted Y/N?:	N
Source of Funds:	n/a
Account #:	n/a
Change Order: Exceeds 25% Y/N:	n/a

FINANCIAL IMPACT:
Application submission has no financial impact to the organization.

RESOLUTION # 2026-R-27

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $243,711.00 TO THE TEXAS OPIOID ABATEMENT FUND COUNCIL (OAFC) FOR THE COMMUNITY-BASED OPIOID RECOVERY EFFORTS LONG TERM (CORE LT) GRANT PROGRAM, WITH NO MATCH FOR THE CITY OF LAREDO DETOXIFICATION DEPARTMENT (ROOTS RECOVERY CENTER) FOR THE TERM OF ONE (1) YEAR EFFECTIVE UPON RECIEPT OF AWARD FUNDING, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RESULTING FROM THE AWARD OF THIS GRNAT. ANY FUNDING AS A RESULT OF THIS APPLICATION WILL BE APPROPIRATED IN THE DETOXIFICATION DEPARTMENT FUND – CORE GRANT.

Whereas, the Laredo Detoxification Department, ROOTS RECOVERY CENTER agrees to provide utilize the funding to expand services for medical detoxification and crisis stabilization for individuals with a substance use dependency as per the guidelines of the DSM-V; and

Whereas, the Detoxification Director recommends the approval of this submission.

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

SECTION 1: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application to the Texas Opioid Abatement Fund Council (OAFC) for the Community-Based Opioid Recovery Efforts Long Term (CORE) Grant Program in the amount of $48,742.00, with no match for the City of Laredo Detoxification Department (ROOTS Recovery Center) for the term period of one (1) year effective upon receipt of award funding, and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Detoxification Department Fund - CORE LT Grant.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
AMBER HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Consent Agenda 35.**

SUBJECT
Consideration for approval of the selection of the top ranked consultant for the RFQ FY25-ENG-47 ADA Bus Stops & Bicycle Enhancements; and authorization to negotiate a professional service contract. A total of (5) firms responded to the request for qualifications Thursday, November 13, 2025. The committee recommends the selection of Ardurra Group, LLC. There is no financial impact at this time.

1. Ardurra Group, LLC, Laredo, TX
2. KCI Technologies, Laredo, TX
3. Meta Engineering, LLC, Helotes, TX
4. Parra & Co., LLC, San Antonio, TX
5. SWG Engineering, LLC, Weslaco, TX

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo is accepting Statement of Qualifications (SOQs) from qualified firms interested in providing Engineering professional services including but not limited to
prepare schematic design, design development, construction documents, procurement services, bid documents, specifications, cost estimates and construction administration for the completion of the ADA Bus Stops & Bicycle Enhancements project at multiple locations.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion

Fiscal Impact

Fiscal Year: 2026

Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
There is no financial impact at this time.

CITY OF LAREDO
Engineering Department
RFQ FY25-ENG-47
ADA Bus Stops & Bicycle Enhancements - CSJ 0922-33-227

FINAL RANKINGS
Ardurra Group
KCI Technologies
Meta Engineering, LLC
Parra & Co. LLC
SWG Engineering LLC

EVALUATION COMMITTEE RANKINGS	Evaluator # 1	Evaluator # 2	Evaluator # 3	Evaluator # 4	Evaluator # 5
Ardurra Group	2	2	1	1	1
KCI Technologies	1	1	2	2	3
Parra & Co. LLC	4	4	4	4	4
Meta Engineering, LLC	3	3	3	3	2
SWG Engineering LLC	5	5	5	5	5

Date: December 1, 2025

City of Laredo

City Council

Meeting Date: 2/2/2026 **Consent Agenda 36.**

SUBJECT
Consideration to approve the purchase of five (5) replacement 60 hz EPA Stationary Emergency Generator Sets for a total of $482,656.23 for Fire Stations 1, 4, 10, 13, and 14. The purchases will be made from Holt Power Systems, San Antonio, Texas, through Buyboard Contract #788-25. Funding is available in the 2025 PPFCO Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this agenda item.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	PPFCO Series 2025
Account #:	401-9885-525-9001 Proj. # FD2401
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
401-9885-525-9001
Project: FD2401

Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 31154238019A
Quote Date: December 31st, 2025
Quote Expires: January 31st, 2026

Attn: Adrian Huizar
Re: City of Laredo FD Request

Dear Adrian,

We are pleased to submit the following confirmation of our quote. Holt Power Systems proposes to furnish this equipment & services at the attached quoted price.

Please review for compliance with discussions and site visits regarding this project, and advise as to any changes required.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Ryan Stoughton

Ryan Stoughton
Power Systems Sales
5665 SE Loop 410
San Antonio, TX 78222-3903
Cell: 949.394.1038
ryan.stoughton@holtcat.com

GENSET 1 – Fire Station 1 (100 Guadalupe)

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ 208 VOLT (WYE)
1	STANDBY POWER
1	60 Hz
1	C4.4
1	UL 2200 LISTED PACKAGE GEN SET
1	ENGLISH INSTRUCTION LANGUAGE
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2294L4 KT
1	FULL POWER
1	GEN MTG & DUCT PLATE 3
1	INTEGRAL TANK BASE
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-4"
1	SA LEVEL 2 ENCLOSURE WHITE
1	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM
1	EXTERNAL EMERGENCY STOP
1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 400:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	E-STOP BUTTON
1	ANNUNCIATOR
1	STD TEST - PKG GEN SET 0.8 PF

ATS 1

208V, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-300+
Continuous Current: 400 Amps
Enclosure: NEMA 3R

Accessories & Services Included:

- Remove existing unit from site
    - Decommissioning services by others

- Transport New Equipment to Site
- Add/modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
- Crane/Lift Service to Set New Genset on Pad
    - **If specialty crane required, additional rates may apply**
- Secure New Genset
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50', additional rates may apply). All copper wiring per State of Texas and NEC Codes
    - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
    - Night/Weekend Hours included
- Install new ATS unit (within 50', additional rates may apply)
    - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
    - Weekend/Afterhours Pricing Included
- Start-Up Test
    - One day only, additional rates may apply
- O&M Manual

Customer Price (Genset 1) …… $93,288.12

**********Please reference Buyboard # 788-25**********

Local, state, sales or TERP taxes, which may be applicable, are not included

GENSET 2 – FS 14 309 Cielito Lindo Blvd

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ 208 VOLT (WYE)
1	STANDBY POWER
1	60 Hz
1	C4.4
1	UL 2200 LISTED PACKAGE GEN SET
1	ENGLISH INSTRUCTION LANGUAGE
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2294L4 KT
1	FULL POWER
1	GEN MTG & DUCT PLATE 3
1	INTEGRAL TANK BASE
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-4"
1	SA LEVEL 2 ENCLOSURE WHITE
1	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM
1	EXTERNAL EMERGENCY STOP

1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 400:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	E-STOP BUTTON
1	ANNUNCIATOR
1	STD TEST - PKG GEN SET 0.8 PF

ATS 2

208V, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-300+
Continuous Current: 400 Amps
Enclosure: NEMA 3R

Accessories & Services Included:

- Remove existing unit from site
  - Decommissioning services by others
- Transport Equipment to Site
- Add/modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
- Crane/Lift Service to Set New Genset on Pad
  - **If specialty crane required, additional rates may apply**
- Secure New Genset
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50', additional rates may apply). All copper wiring per State of Texas and NEC Codes
  - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
  - Night/Weekend Hours included
- Install new ATS unit (within 50', additional rates may apply)
  - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
  - Weekend/Afterhours Pricing Included
- Start-Up Test
  - One day only, additional rates may apply
- O&M Manual

Customer Price (Genset 2) …… $85,349.27

**********Please reference Buyboard # 788-25**********

Local, state, sales or TERP taxes, which may be applicable, are not included

GENSET 3 – FS 10 11015 McPherson Rd

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ 208 VOLT (WYE)
1	STANDBY POWER
1	60 Hz
1	C4.4
1	UL 2200 LISTED PACKAGE GEN SET
1	ENGLISH INSTRUCTION LANGUAGE
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2294L4 KT
1	FULL POWER
1	GEN MTG & DUCT PLATE 3
1	INTEGRAL TANK BASE
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-4"
1	SA LEVEL 2 ENCLOSURE WHITE
1	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM
1	EXTERNAL EMERGENCY STOP
1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 400:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	E-STOP BUTTON
1	ANNUNCIATOR
1	STD TEST - PKG GEN SET 0.8 PF

ATS 3

208V, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-300+
Continuous Current: 400 Amps
Enclosure: NEMA 3R

Accessories & Services Included:

- Remove existing unit from site
    - Decommissioning services by others
- Transport Equipment to Site
- Add/modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
- Crane/Lift Service to Set New Genset on Pad
    - **If specialty crane required, additional rates may apply**
- Secure New Genset
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50', additional rates may apply). All copper wiring per State of Texas and NEC Codes
    - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
    - Night/Weekend Hours included
- Install new ATS unit (within 50', additional rates may apply)
    - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
    - Weekend/Afterhours Pricing Included
- Start-Up Test
    - One day only, additional rates may apply
- O&M Manual

Customer Price (Genset 3) …… $86,208.52

**********Please reference Buyboard # 788-25**********

Local, state, sales or TERP taxes, which may be applicable, are not included

GENSET 4 – 26911 Pinto Valle

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ 208 VOLT (WYE)
1	STANDBY POWER
1	60 Hz
1	C7.1
1	UL 2200 LISTED PACKAGE GEN SET
1	ENGLISH INSTRUCTION LANGUAGE
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2294L4 KT
1	FULL POWER
1	GEN MTG & DUCT PLATE 3
1	INTEGRAL TANK BASE
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-4"
1	SA LEVEL 2 ENCLOSURE WHITE
1	NFPA BUNDLE

1	PANEL MOUNTED AUDIBLE ALARM
1	EXTERNAL EMERGENCY STOP
1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 400:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	E-STOP BUTTON
1	ANNUNCIATOR
1	STD TEST - PKG GEN SET 0.8 PF

ATS 4

208V, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-300+
Continuous Current: 600 Amps
Enclosure: NEMA 3R

Accessories & Services Included:

- Transport Equipment to Site
- Add/modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
- Crane/Lift Service to Set New Genset on Pad
  - **If specialty crane required, additional rates may apply**
- Secure New Genset
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50', additional rates may apply). All copper wiring per State of Texas and NEC Codes
  - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
  - Night/Weekend Hours included
- Install new ATS unit (within 50', additional rates may apply)
  - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
  - Weekend/Afterhours Pricing Included
- Start-Up Test
  - One day only, additional rates may apply
- O&M Manual

Customer Price (Genset 4) …… $123,007.16

**********Please reference Buyboard # 788-25**********

GENSET 5 – 1919 Houston

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ 208 VOLT (WYE)
1	STANDBY POWER
1	60 Hz
1	C4.4
1	UL 2200 LISTED PACKAGE GEN SET
1	ENGLISH INSTRUCTION LANGUAGE
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2294L4 KT
1	FULL POWER
1	GEN MTG & DUCT PLATE 3
1	INTEGRAL TANK BASE
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-4"
1	SA LEVEL 2 ENCLOSURE WHITE
1	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM
1	EXTERNAL EMERGENCY STOP
1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 400:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	E-STOP BUTTON
1	ANNUNCIATOR
1	STD TEST - PKG GEN SET 0.8 PF

ATS 1

208V, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-300+
Continuous Current: 400 Amps
Enclosure: NEMA 3R

Accessories & Services Included:

- Transport Equipment to Site

- Add/modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
- Crane/Lift Service to Set New Genset on Pad
    - **If specialty crane required, additional rates may apply**
- Secure New Genset
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50', additional rates may apply). All copper wiring per State of Texas and NEC Codes
    - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
    - Night/Weekend Hours included
- Install new ATS unit (within 50', additional rates may apply)
    - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
    - Weekend/Afterhours Pricing Included
- Start-Up Test
    - One day only, additional rates may apply
- O&M Manual

Customer Price (Genset 5) …… $94,803.16

**********Please reference Buyboard # 788-25**********

Local, state, sales or TERP taxes, which may be applicable, are not included

Accessories & Services NOT Included:

- Factory Witness Testing (not specified)
- Generator Load Side Cable Lugs
- Infrared Scanning
- Coordination / Arc Flash Studies and Labels
- Independent Testing Agency
- Propane Supply Tank if applicable (by others)
- NETA Testing
- Architectural/Engineering Drawings
- Rental Generator (additional fees will apply)
- Construction and Fuel Tank permits and/or registrations
- Protection from damage after delivery
- Cleaning and/or repairs from damage done by others after delivery
- Installation of equipment shipped loose (Exhaust and Fuel Tank accessories)
- Fuel for startup and testing

Notes, Clarifications and Exceptions:

- No drawings or specifications provided
- Please note that this proposal is based on discussions and the information provided. If additional information or written specifications become available please notify us so HOLT can modify this proposal accordingly. If any additional equipment or services are required HOLT will re-quote accordingly.

-HOLT POWER SYSTEMS TERMS & CONDITIONS-

Pricing

- This Proposal is valid for 30 days from the date of proposal unless specifically noted otherwise.

Taxes & Permits

- This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 1.5% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.

Lead Times

- Standard delivery of proposed Caterpillar Generator Set (if applicable) to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
- Automatic transfer switches (if applicable) are quoted to jobsite in approximately 26-28 weeks after receipt of order and approved submittals and written release of equipment is received.
- The quoted lead-times are standard from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.
- Note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Fuel Tank

- Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

Special Notes

- It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.

Payment Terms

- Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.

- In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed.

- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

Warranty

- Caterpillar's standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.

Cancellation

- There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

General Clarifications

- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.

- Third party electrical testing and certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material not specifically included in the preceding quotation, is not included in this proposal.

- Holt Power Systems reserves the right to correct any errors or omissions.

- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Testing & Commissioning

- If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS's standard business hours, on weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

Submittals

- An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.

Authorization:

I,_____ (name) accept the above terms and conditions on behalf of_____(printed company name) and authorize Holt Cat to order the equipment detailed in this Proposal as per approved submittals and as described in the above Proposal.

Accepted By:

Authorized Signature Date

Printed Name & Title

Purchase Order # or Job Name Reference

Thank you for the opportunity of quoting this project! Should you require additional assistance or additional information, don't hesitate to contact me.

Sincerely yours,

Ryan Stoughton
Power Systems Sales
5665 SE Loop 410
San Antonio, TX 78222-3903
Cell: 949.394.1038
ryan.stoughton@holtcat.com

City of Laredo

City Council

Meeting Date: 2/2/2026 **Resolution 37.**

SUBJECT
A resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit an application to the Department of Health and Human Services (HHS) for the Innovative Mental Health Services Research Grant, in the estimated total amount of $400,000 per grant year, with no match for the City of Laredo Public Health Department for a five (5) year term, from December 01, 2026 through November 30, 2031, for a total estimated amount not to exceed $2,000,000.00; and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Department Fund - Innovative Mental Health Services Research Grant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.2:** Increase access to affordable mental and behavioral health services for underserved populations.
- **Goal 6.2:** Promote psychological and emotional well-being.
- **Policy 6.2.1:** Support coordinated mental health response systems that improve outcomes during behavioral health crises.
- **Goal 7.4:** Foster a culture of health through education, research, and public health initiatives.
- **Policy 7.4.4:** Support research and innovation to improve mental health prevention, treatment, and service delivery.
- **Goal 7.5:** Strengthen public health systems and partnerships.
- **Policy 7.5.4:** Promote collaboration with public safety, healthcare, and community partners to address complex health challenges.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by advancing innovative, data-driven approaches to improve mental health crisis response and service delivery. Through collaboration with the Laredo Frontline Integrated Response Safety Team (FIRST), the project strengthens coordination between public health, emergency response, and behavioral health systems. The proposed research focuses on improving access, continuity, and effectiveness of mental health services for underserved and high-need populations, directly supporting the Plan's goals to enhance behavioral health outcomes, promote community well-being, and strengthen integrated public health systems.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

The City of Laredo Public Health Department wishes to apply for this funding opportunity by the Department of Health and Human Services for the Innovative Mental Health Services Research Grant. Through this award, the City of Laredo Public Health Department, in collaboration with the Laredo Frontline Integrated Response Safety Team (FIRST) - City of Laredo Police Department, will be able to conduct research to improve outcomes for individuals experiencing mental health related emergencies. This collaborative effort will generate data and insights to inform and enhance the design, accessibility, effectiveness, and continuity of mental health services. The focus will be on identifying strategies that maximize public health impact and benefit individuals who are living with or are at risk of developing mental illness, particularly in underserved and high-need populations.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/A
Source of Funds:	Innovative Mental Health Svcs Research Grant
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funds will be appropriated once awarded.

March 31, 2025

This funding opportunity was updated to align with agency priorities. Carefully reread the full funding opportunity and make any needed adjustments to your application prior to submission.

Department of Health and Human Services

Part 1. Overview Information

Participating Organization(s)

National Institutes of Health (NIH (http://www.nih.gov))

Components of Participating Organizations

National Institute of Mental Health (NIMH (https://www.nimh.nih.gov/index.shtml))

Funding Opportunity Title

Innovative Mental Health Services Research Not Involving Clinical Trials (R01 Clinical Trials Not Allowed)

Activity Code

R01 (//grants.nih.gov/grants/funding/ac_search_results.htm?text_curr=r01&Search.x=0&Search.y=0&Search_Type=Activity) Research Project Grant

Announcement Type

Reissue of PAR-23-095 (https://grants.nih.gov/grants/guide/pa-files/PAR-23-095.html)

Related Notices

See Notices of Special Interest (https://grants.nih.gov/grants/guide/NOSIs_targetingList.cfm?GuideDocID=42219) associated with this funding opportunity

- **March 31, 2025** - This funding opportunity was updated to align with agency priorities. Carefully reread the full funding opportunity and make any needed adjustments to your application prior to submission.
- **April 4, 2024** - Overview of Grant Application and Review Changes for Due Dates on or after January 25, 2025. See Notice NOT-OD-24-084 (https://grants.nih.gov/grants/guide/notice-files/NOT-OD-24-084.html).
- **August 31, 2022**- Implementation Changes for Genomic Data Sharing Plans Included with Applications Due on or after January 25, 2023. See Notice NOT-OD-22-198 (https://grants.nih.gov/grants/guide/notice-files/not-od-22-198.html).
- **August 5, 2022**- Implementation Details for the NIH Data Management and Sharing Policy. See Notice NOT-OD-22-189 (https://grants.nih.gov/grants/guide/notice-files/NOT-OD-22-189.html).

Funding Opportunity Number (FON)

PAR-25-283

Companion Funding Opportunity

PAR-25-284 (https://grants.nih.gov/grants/guide/pa-files/PAR-25-284.html), R34 (https://grants.nih.gov/grants/funding/ac_search_results.htm?text_curr=R34&&Search.x=0&&Search.y=0&&Search_Type=Activity) Planning Grant

Number of Applications

See Section III. 3. Additional Information on Eligibility.

Assistance Listing Number(s)

93.242

Funding Opportunity Purpose

The purpose of this notice of funding opportunity (NOFO) is to encourage innovative research that will inform and support the delivery of high-quality, continuously improving mental health services to benefit the greatest number of individuals with, or at risk for developing, a mental illness. This announcement invites applications for non-clinical trial R01-level projects that address NIMH strategic priorities that strengthen the public health impact of NIMH-supported research as described in Goal 4 of the NIMH Strategic Plan (https://www.nimh.nih.gov/about/strategic-planning-reports/goal-4-strengthen-the-public-health-impact-of-nimh-supported-research).

This NOFO solicits research projects including, but not limited to the following: (a) research identifying mutable factors that impact access, continuity, utilization, quality, value, and outcomes, including disparities in outcomes, or scalability of mental health services, which may serve as targets in future service delivery intervention development, (b) research that develops and tests new research tools, technologies, measures, or methods and statistical approaches to study these issues, and/or (c) research that integrates and analyzes large data sets to understand factors affecting mental health services outcomes using advanced computational and predictive analytic approaches. Wherever possible, projects should leverage existing infrastructure and partnerships to accomplish these goals.

Funding Opportunity Goal(s)

The mission of the National Institute of Mental Health (NIMH) is to transform the understanding and treatment of mental illnesses through basic and clinical research, paving the way for prevention, recovery, and cure.

Key Dates

Posted Date

December 30, 2024

Open Date (Earliest Submission Date)

January 05, 2025

The following table includes NIH standard due dates (https://grants.nih.gov/grants/how-to-apply-application-guide/due-dates-and-submission-policies/due-dates.htm) marked with an asterisk.

Application Due Dates			Review and Award Cycles		
New	Renewal / Resubmission / Revision (as allowed)	AIDS - New/Renewal/Resubmission/Revision, as allowed	Scientific Merit Review	Advisory Council Review	Earliest Start Date
February 05, 2025 *	March 05, 2025 *	Not Applicable	July 2025	October 2025	December 2025
June 05, 2025 *	July 05, 2025 *	Not Applicable	November 2025	January 2026	April 2026
October 05, 2025 *	November 05, 2025 *	Not Applicable	March 2026	May 2026	July 2026
February 05, 2026 *	March 05, 2026 *	Not Applicable	July 2026	October 2026	December 2026
June 05, 2026 *	July 05, 2026 *	Not Applicable	November 2026	January 2027	April 2027
October 05, 2026 *	November 05, 2026 *	Not Applicable	March 2027	May 2027	July 2027
February 05, 2027 *	March 05, 2027 *	Not Applicable	July 2027	October 2027	December 2027

Application Due Dates			Review and Award Cycles		
New	Renewal / Resubmission / Revision (as allowed)	AIDS - New/Renewal/Resubmission/Revision, as allowed	Scientific Merit Review	Advisory Council Review	Earliest Start Date
June 05, 2027 *	July 05, 2027 *	Not Applicable	November 2027	January 2028	April 2028
October 05, 2027 *	November 05, 2027 *	Not Applicable	March 2028	May 2028	July 2028

All applications are due by 5:00 PM local time of applicant organization.

Applicants are encouraged to apply early to allow adequate time to make any corrections to errors found in the application during the submission process by the due date.

Expiration Date

January 08, 2028

Due Dates for E.O. 12372

Not Applicable

Required Application Instructions

It is critical that applicants follow the instructions in the Research (R) Instructions in the How to Apply - Application Guide (https://grants.nih.gov/grants/guide/url_redirect.php?id=82400), except where instructed to do otherwise (in this NOFO or in a Notice from NIH Guide for Grants and Contracts (//grants.nih.gov/grants/guide/url_redirect.php?id=11164)).

Conformance to all requirements (both in the Application Guide and the NOFO) is required and strictly enforced. Applicants must read and follow all application instructions in the Application Guide as well as any program-specific instructions noted in Section IV. When the program-specific instructions deviate from those in the Application Guide, follow the program-specific instructions.

Applications that do not comply with these instructions may be delayed or not accepted for review.

There are several options available to submit your application through Grants.gov to NIH and Department of Health and Human Services partners. You **must** use one of these submission options to access the application forms for this opportunity.

1. Use the NIH ASSIST system to prepare, submit and track your application online.

   Apply Online Using ASSIST

2. Use an institutional system-to-system (S2S) solution to prepare and submit your application to Grants.gov and eRA Commons (https://public.era.nih.gov/commons/) to track your application. Check with your institutional officials regarding availability.

3. Use Grants.gov (https://grants.gov/search-grants?oppStatuses=closed|archived|posted|forecasted&fon=PAR-25-283) Workspace to prepare and submit your application and eRA Commons (http://public.era.nih.gov/commons/) to track your application.

Table of Contents

Part 1. Overview Information
- Key Dates

Part 2. Full Text of Announcement
- Section I. Notice of Funding Opportunity Description
- Section II. Award Information
- Section III. Eligibility Information
- Section IV. Application and Submission Information
- Section V. Application Review Information
- Section VI. Award Administration Information
- Section VII. Agency Contacts
- Section VIII. Other Information

Part 2. Full Text of Announcement

Section I. Notice of Funding Opportunity Description

Purpose

The healthcare landscape in the United States and globally is constantly changing, creating new challenges to the delivery of high-quality treatments and services to children, youth, adults, and older adults with unmet or under-met mental health needs. Epidemiological findings suggest that approximately one half of the United States population meets lifetime criteria for a mental illness, and approximately one fifth of people over 18-years-old meet criteria in any given year. However, only one half of people with any mental health disorder and only two thirds of adults with a serious mental health disorder received mental health services in the previous year. Among young adults with serious mental illness, approximately half received mental health services in the previous year. Of those that find their way into mental health care, many fall out of care and/or do not receive guideline-concordant treatment. Statistics for low and middle income countries (LMICs (https://pmc.ncbi.nlm.nih.gov/articles/PMC9185671/)) show even less coverage. Disparities in population status (e.g., members of racial and ethnic communities), a fragmented healthcare system, provider shortages, healthcare affordability, and other factors moderate these findings. Innovative mental health services research is needed to improve access, continuity, quality, effectiveness, efficiency, and value of mental health services, and to bring effective strategies to scale to maximize public health impact.

Research Scope and Objectives

This notice of funding opportunity (NOFO) uses the R01 mechanism and is intended to foster mental health services research in strategic but understudied areas where new knowledge has the potential for high public health impact. This announcement supports non-clinical trials research, including but not limited to natural experiments (that are not clinical trials), survey, mixed methods research, clinical epidemiology, and development and refinement of new research methods, measures, financing approaches, or statistical approaches related to mental health services research. Services research can target patients, providers, healthcare leaders, and administrators, and/or healthcare systems or other organizations that provide services to persons with mental disorders, including those with early psychosis or autism spectrum disorders across the lifespan. NIMH encourages investigators to design their applications to maximize the likelihood that findings will meaningfully inform future research and/or be translated rapidly into practice, whether at the patient, clinic, healthcare/other system, or policy level. Studies involving providers, technologies, and workflows whose findings can be readily and widely implemented in routine care settings are encouraged. Studies (using non-trial designs) that are seeking to develop, refine or evaluate services or system interventions, should employ methods that seek to understand how, why, for whom, and/or in what circumstances the intervention may be effective.That is, methodology should go beyond evaluating simply whether an intervention is effective. Studies that evaluate interventions must not employ NIH-defined clinical trial designs (https://grants.nih.gov/policy-and-compliance/policy-topics/clinical-trials#:~:text=A%20research%20study%20in%20which%20one%20or%20more,outcomes.%20the%20NIH%20definition%20of%20a%20clinical%20trial.) (e.g., must not prospectively assign participants to one or more interventions).

Pilot studies consistent with NIMH priorities for mental health services research not involving interventions should be submitted via PAR-25-284 (https://grants.nih.gov/grants/guide/pa-files/PAR-25-284.html), Pilot Services Research Grants Not Involving Clinical Trials (R34 Clinical Trial Not Allowed).

NIMH encourages investigators to develop and leverage strong research-practice partnerships with public and private stakeholders, so that the research follows a deployment-focused model of services design and testing. Deployment-focused studies consider the perspective of relevant stakeholders and key characteristics of settings intended to implement optimized mental health interventions. This attention to end-user perspectives and characteristics of intended clinical and/or community practice settings is intended to ensure that resultant interventions and service delivery strategies are feasible and scalable, and to ensure that the research results will have utility for end users. Such stakeholders include, but are not limited to, federal agencies (e.g., Centers for Medicare and Medicaid Services, Substance Abuse and Mental Health Services Administration, Health Resources and Services Administration, U.S. Department of Defense, Department of Veterans Affairs); state agencies including state Medicaid leadership, commercial health insurers/funders; public and commercial disability insurers; employers and other payers; delivery systems; professional/trade associations; accrediting and licensing organizations; medical education and other training programs; clinicians; vendors of information technology and other relevant products/services; service users; family members; and community organizations or comparable institutions and stakeholders in LMICs. Such communication and collaboration will ensure findings are relevant and practical, create opportunities for research that is not otherwise feasible, and enable stakeholders to anticipate relevant research initiatives in their planning and activities.

Given the critical need for practice-relevant research in community and practice settings, collaborations between academic investigators and clinical or community practice partners or networks are encouraged. When possible, studies should capitalize on existing infrastructure (e.g., practice-based research networks such as the NIMH-sponsored Early Psychosis Intervention Network (EPINET (https://www.nimh.nih.gov/research/research-funded-by-nimh/research-initiatives/early-psychosis-intervention-network-epinet)); NIMH-sponsored ALACRITY Research Centers (https://www.nimh.nih.gov/research/research-funded-by-nimh/research-initiatives/advanced-laboratories-for-accelerating-the-reach-and-impact-of-treatments-for-youth-and-adults-with-mental-illness-alacrity); NIMH-sponsored suicide research centers, NIMH-sponsored Scale-Up Hubs, electronic medical records, administrative databases, patient registries, institutions with Clinical and Translational Science Awards) to increase the efficiency of participant recruitment, data collection and management, and securing stakeholder support.

NIMH is committed to supporting research that reduces disparities in mental health interventions, services, and outcomes. Accordingly, this NOFO encourages research on innovative service delivery models that seek to reduce disparities in service access, quality, and outcomes for underserved groups, for example, racial and ethnic minority groups, individuals limited by language or cultural barriers, and individuals living in rural areas.

Under this NOFO, NIMH seeks mental health services research applications that align with Goal 4 of the NIMH Strategic Plan (https://www.nimh.nih.gov/about/strategic-planning-reports/goal-4-strengthen-the-public-health-impact-of-nimh-supported-research.shtml) for Research. Examples of high-priority research include, but are not limited to, the following:

Research to improve the efficiency, reach, and clinical impact of existing mental health services:

1. Developing and evaluating performance feedback systems, decision support tools, and quality improvement processes, which can be utilized across a range of systems (e.g., primary care, schools, criminal justice system, child welfare agencies), or levels within a single system, to optimize the delivery of effective mental health interventions.
2. Developing pragmatic, valid, and reliable measures of intervention fidelity, quality, and treatment outcomes, including outcome-focused quality measures, that can be applied at the person, clinic, system, and/or population levels.
3. Identifying mutable patient, provider, organizational, and policy-level factors, including social determinants of health, that are likely to influence disparities in healthcare access, continuity, quality, and mental health outcomes for racial and ethnic minorities and other underserved groups. Social determinants of health include, but are not limited to housing, food security, employment, social contact, and education. Social determinants of health may be operationalized in multi-level terms. These identified factors can serve as targets for future intervention development and testing.
4. Investigating alternative financing mechanisms, policies, regulations, and healthcare system rules, to include provider- or payer-level incentives, that promote high value (e.g., clinically effective and efficient) care, including integrated medical and psychosocial treatment approaches, and discourage low-value services.
5. Evaluating existing strategies to enhance treatment engagement and adherence (e.g., shared decision making or behavioral economic approaches to behavior change).
6. Identifying potential strategies for promoting the development, expansion, and continuity of a high-quality workforce to promote efficient and effective access to mental health services.

Research to expedite the adoption, scaling, sustained implementation, and continuous quality improvement of evidence-based mental health or autism services as part of a learning healthcare system:

1. Improving the dissemination, implementation, and delivery of evidence-based prevention and treatment practices in community mental health centers and other non-specialty care settings (e.g., primary medical care, schools, online and virtual communities).
2. Examining mutable patient, provider, organizational, and policy-level factors that influence the degree to which evidence-based interventions are implemented with fidelity, and sustained over time, to include mutable factors that influence sustainment after the research project period has ended.
3. Systematic, data-guided quality improvement activities that rigorously examine mental health care processes and outcomes within healthcare systems, to inform potential strategies that could lead to rapid, durable, and generalizable improvements in access and continuity of services, quality of care, and mental health outcomes at the individual and population level.
4. Designing or validating instruments to measure dissemination, implementation, or sustainability processes; to measure changes in service user functioning or provider practice over time; or to assess organizational or systems processes related to access and continuity of services, quality of care, and mental health outcomes at the individual and population level.
5. Employing studies (with quasi-experimental or quality improvement designs and methodologies that are not clinical trials) that simultaneously evaluate the effectiveness and implementation of mental health services to enhance the delivery of evidence-based mental health practices and improve implementation of mental health services to enhance the delivery of evidence-based mental health practices and improve implementation outcomes (e.g., fidelity, acceptability, feasibility, appropriateness, penetration, and sustainability of services).

Research on innovative service delivery models to reduce or eliminate known health disparities related to race, ethnicity, geography, sex and/or socio-economic status, to dramatically improve outcomes in understudied populations in the United States and global communities, and to ensure high value mental health services are readily accessible to those in need:

1. Using innovative technologies (e.g., mobile devices, health information systems, social networking platforms) to improve early detection of mental illnesses, engaging and connecting service users to evidence-based care, and increasing the reach, clinical impact, and scalability of services for unserved populations in a variety of settings.
2. Developing and examining strategies for delivering evidence-based mental health services in non-specialty settings (e.g., criminal justice system, community-based programs providing mental health services to military or veteran populations, colleges or other academic settings, the child welfare system, or geriatric service settings), and leveraging those strategies to bolster the delivery of high quality evidence-based care in specialty care settings.
3. Investigating the role of peer support specialists to improve access, engagement, and effectiveness of services for people with mental illnesses, with or without co-occurring medical and other conditions. This research may address related issues, such as the optimal integration of peer support staff in service delivery systems and the financing of such services.
4. Studying service delivery models that fully integrate treatment for mental illnesses with primary medical care, including medical decision models for treating mental illnesses and multiple chronic medical conditions.
5. Using non-clinical trial methodology (e.g., natural experiments) to evaluate service delivery models for comorbid conditions, such as care decision models that integrate treatment for mental illness and medical conditions, including service delivery interventions to reduce modifiable health risks associated with premature mortality in people with serious mental illnesses.

Research to evaluate the public health impact of mental health services or autism services innovations using large representative data sets and novel computational approaches:

1. Using electronic health record data to examine the clinical epidemiology, service utilization, response to treatment, and health state transitions of people with mental health needs within or across large systems responsible for mental health service delivery.
2. Monitoring real-time trends in suicidal behavior, serious mental illness, and other mental illnesses in health care and other settings (e.g., school, work, or home) and promoting effective data-driven planning to improve detection and help-seeking in these populations.

3. Developing and using big data and commensurate analytic approaches (e.g., predictive analytics, machine learning, artificial intelligence, large language models, etc.) for the purposes of understanding concentrations of risk and optimizing mental health care.
4. Developing, refining, or applying new methodological and computational approaches for the analysis of complex and dynamic systems affecting mental health outcomes, with the goal of demonstrating the impact of such factors on client outcomes.
5. Developing sampling frames and leveraging/enhancing existing epidemiological datasets to understand mental health needs in treatment-seeking and general populations.

Applications Not Responsive to this NOFO

The following types of studies are not responsive to this NOFO. Applications proposing such studies will be considered non-responsive and will not be reviewed or considered for funding.

- Applications that do not include mental health services research.
- Applications whose scope of work primarily involves the provision of direct services (e.g., the creation of a clinic or center).
- Applications that have no clearly articulated relevance to people with or who are at risk for mental illness or autism spectrum disorder.
- Studies focused on stigma or health literacy that examine knowledge about or attitudes towards mental health and mental health care without also examining mental health policy, actual service access, engagement, quality and/or outcomes of care.
- Applications that propose a clinical trial.

Mental health services research questions that require a clinical trial design must be submitted via the appropriate NIMH Clinical Trials NOFO (see Support for Clinical Trials at NIMH (https://www.nimh.nih.gov/funding/opportunities-announcements/clinical-trials-foas/index.shtml)). Applicants considering research studies where participants are prospectively assigned to one or more interventions to evaluate the effects of those interventions on health-related outcomes are encouraged to review the NIMH clinical trials website (https://www.nimh.nih.gov/funding/opportunities-announcements/clinical-trials-foas) and contact NIMH Program Officials regarding the match between a potential application and current priorities.

The NIMH has published updated policies and guidance for investigators regarding human research protection and clinical research data and safety monitoring (NOT-MH-19-027 (https://grants.nih.gov/grants/guide/notice-files/NOT-MH-19-027.html)). The application's PHS Human Subjects and Clinical Trials Information, including the Data and Safety Monitoring Plan, should reflect the policies and guidance in this notice. Plans for the protection of research participants and data and safety monitoring will be reviewed by the NIMH for consistency with NIMH and NIH policies and federal regulations.
See Section VIII. Other Information for award authorities and regulations.

Section II. Award Information

Funding Instrument

Grant: A financial assistance mechanism providing money, property, or both to an eligible entity to carry out an approved project or activity.

Application Types Allowed

New
Renewal
Resubmission
Revision

The OER Glossary (//grants.nih.gov/grants/guide/url_redirect.php?id=11116) and the How to Apply Application Guide provide details on these application types. Only those application types listed here are allowed for this NOFO.

Clinical Trial?

Not Allowed: Only accepting applications that do not propose clinical trials.

Need help determining whether you are doing a clinical trial? (https://grants.nih.gov/grants/guide/url_redirect.php?id=82370)

Funds Available and Anticipated Number of Awards

The number of awards is contingent upon NIH appropriations and the submission of a sufficient number of meritorious applications.

Award Budget

Application budgets are not limited but need to reflect the actual needs of the proposed budget.

Award Project Period

The scope of the proposed project should determine the project period. The maximum project period is 5 years.

NIH grants policies as described in the NIH Grants Policy Statement (//grants.nih.gov/grants/guide/url_redirect.php?id=11120) will apply to the applications submitted and awards made from this NOFO.

Section III. Eligibility Information

1. Eligible Applicants

Eligible Organizations

Higher Education Institutions

- Public/State Controlled Institutions of Higher Education
- Private Institutions of Higher Education

Nonprofits Other Than Institutions of Higher Education

- Nonprofits with 501(c)(3) IRS Status (Other than Institutions of Higher Education)
- Nonprofits without 501(c)(3) IRS Status (Other than Institutions of Higher Education)

For-Profit Organizations

- Small Businesses
- For-Profit Organizations (Other than Small Businesses)

Local Governments

- State Governments
- County Governments
- City or Township Governments
- Special District Governments
- Indian/Native American Tribal Governments (Federally Recognized)
- Indian/Native American Tribal Governments (Other than Federally Recognized).

Federal Governments

- Eligible Agencies of the Federal Government
- U.S. Territory or Possession

Other

- Independent School Districts
- Public Housing Authorities/Indian Housing Authorities
- Native American Tribal Organizations (other than Federally recognized tribal governments)
- Faith-based or Community-based Organizations
- Regional Organizations
- Non-domestic (non-U.S.) Entities (Foreign Organizations)

Foreign Organizations

Non-domestic (non-U.S.) Entities (Foreign Organizations) **are** eligible to apply.

Non-domestic (non-U.S.) components of U.S. Organizations **are** eligible to apply.

Foreign components, as defined in the NIH Grants Policy Statement (//grants.nih.gov/grants/guide/url_redirect.php?id=11118), **are** allowed.

Required Registrations

Applicant Organizations

Applicant organizations must complete and maintain the following registrations as described in the How to Apply- Application Guide to be eligible to apply for or receive an award. All registrations must be completed prior to the application being submitted. Registration can take 6 weeks or more, so applicants should begin the registration process as soon as possible. Failure to complete registrations in advance of a due date is not a valid reason for a late submission, please reference the NIH Grants Policy Statement Section 2.3.9.2 Electronically Submitted Applications (//grants.nih.gov/grants/guide/url_redirect.php?id=82423) for additional information.

- System for Award Management (SAM) – (https://grants.nih.gov/grants/guide/url_redirect.php?id=82390) Applicants must complete and maintain an active registration, **which requires renewal at least annually**. The renewal process may require as much time as the initial registration. SAM registration includes the assignment of a Commercial and Government Entity (CAGE) Code for domestic organizations which have not already been assigned a CAGE Code.
    - NATO Commercial and Government Entity (NCAGE) Code (//grants.nih.gov/grants/guide/url_redirect.php?id=11176) – Foreign organizations must obtain an NCAGE code (in lieu of a CAGE code) in order to register in SAM.

    - Unique Entity Identifier (UEI) - A UEI is issued as part of the SAM.gov registration process. The same UEI must be used for all registrations, as well as on the grant application.
- eRA Commons (https://grants.nih.gov/grants/guide/url_redirect.php?id=11123) - Once the unique organization identifier is established, organizations can register with eRA Commons in tandem with completing their Grants.gov registrations; all registrations must be in place by time of submission. eRA Commons requires organizations to identify at least one Signing Official (SO) and at least one Program Director/Principal Investigator (PD/PI) account in order to submit an application.
- Grants.gov (//grants.nih.gov/grants/guide/url_redirect.php?id=82300) – Applicants must have an active SAM registration in order to complete the Grants.gov registration.

Program Directors/Principal Investigators (PD(s)/PI(s))

All PD(s)/PI(s) must have an eRA Commons account. PD(s)/PI(s) should work with their organizational officials to either create a new account or to affiliate their existing account with the applicant organization in eRA Commons. If the PD/PI is also the organizational Signing Official, they must have two distinct eRA Commons accounts, one for each role. Obtaining an eRA Commons account can take up to 2 weeks.

Eligible Individuals (Program Director/Principal Investigator)

Any individual(s) with the skills, knowledge, and resources necessary to carry out the proposed research as the Program Director(s)/Principal Investigator(s) (PD(s)/PI(s)) is invited to work with their organization to develop an application for support.

For institutions/organizations proposing multiple PDs/PIs, visit the Multiple Program Director/Principal Investigator Policy and submission details in the Senior/Key Person Profile (Expanded) Component of the How to Apply-Application Guide.

2. Cost Sharing

This NOFO does not require cost sharing as defined in the NIH Grants Policy Statement Section 1.2 Definition of Terms (//grants.nih.gov/grants/guide/url_redirect.php?id=11126).

3. Additional Information on Eligibility

Number of Applications

Applicant organizations may submit more than one application, provided that each application is scientifically distinct.

The NIH will not accept duplicate or highly overlapping applications under review at the same time, per NIH Grants Policy Statement Section 2.3.7.4 Submission of Resubmission Application (//grants.nih.gov/grants/guide/url_redirect.php?id=82415). This means that the NIH will not accept:

- A new (A0) application that is submitted before issuance of the summary statement from the review of an overlapping new (A0) or resubmission (A1) application.
- A resubmission (A1) application that is submitted before issuance of the summary statement from the review of the previous new (A0) application.
- An application that has substantial overlap with another application pending appeal of initial peer review (see NIH Grants Policy Statement 2.3.9.4 Similar, Essentially Identical, or Identical Applications (//grants.nih.gov/grants/guide/url_redirect.php?id=82423)).

Section IV. Application and Submission Information

1. Requesting an Application Package

The application forms package specific to this opportunity must be accessed through ASSIST, Grants.gov Workspace or an institutional system-to-system solution. Links to apply using ASSIST or Grants.gov Workspace are available in Part 1 of this NOFO. See your administrative office for instructions if you plan to use an institutional system-to-system solution.

2. Content and Form of Application Submission

It is critical that applicants follow the instructions in the Research (R) Instructions in the How to Apply - Application Guide (https://grants.nih.gov/grants/guide/url_redirect.php?id=82400) except where instructed in this notice of funding opportunity to do otherwise. Conformance to the requirements in the Application Guide is required and strictly enforced. Applications that are out of compliance with these instructions may be delayed or not accepted for review.

Page Limitations

All page limitations described in the How to Apply- Application Guide (https://grants.nih.gov/grants/how-to-apply-application-guide.html) and the Table of Page Limits (https://grants.nih.gov/grants/guide/url_redirect.php?id=61134) must be followed.

Instructions for Application Submission

The following section supplements the instructions found in the How to Apply- Application Guide (https://grants.nih.gov/grants/how-to-apply-application-guide.html) and should be used for preparing an application to this NOFO.

SF424(R&R) Cover

All instructions in the How to Apply - Application Guide (https://grants.nih.gov/grants/guide/url_redirect.php?id=82400) must be followed.

SF424(R&R) Project/Performance Site Locations

All instructions in the How to Apply- Application Guide must be followed.

SF424(R&R) Other Project Information

All instructions in the How to Apply- Application Guide must be followed.

SF424(R&R) Senior/Key Person Profile

All instructions in the How to Apply- Application Guide must be followed.

R&R or Modular Budget

All instructions in the How to Apply- Application Guide must be followed.

R&R Subaward Budget

All instructions in the How to Apply-Application Guide must be followed.

PHS 398 Cover Page Supplement

All instructions in the How to Apply- Application Guide must be followed.

PHS 398 Research Plan

All instructions in the How to Apply- Application Guide must be followed, with the following additional instructions:

Research Strategy:

Factor 1. IMPORTANCE OF THE RESEARCH (SIGNIFICANCE AND INNOVATION)

1. Discuss how the results of the proposed work will lead to a firm conclusion about the tested hypothesis.
2. Address the potential public health impact of the proposed work in terms of a) reach and effect on the target population and/or b) meaningfulness of the anticipated outcome(s) compared to existing approaches and/or current state of science in the topic area.
3. Describe collaborations and/or input from community partners and relevant policymakers/health leaders. Discuss how information gleaned from these relationships influenced the development of the research, ensure it is deployment focused (as defined above) and/or deployed and sustained if study is successful, and/or will help ensure that the results will have utility to community practice and/or other relevant stakeholders or end users of the research.

Factor 2. RIGOR AND FEASIBILITY (APPROACH)

1. For studies that evaluate interventions (using non-clinical trial designs) or can inform future intervention development and testing (including services and system-level interventions), describe plans to inform how, why, and for whom those interventions may be effective. Examples include (but are not limited to), a) identifying sets of relevant socio-demographic variables, including social determinants of health, to help minimize unaccounted outcome variance in those future studies, b) appraising and comparing measures for target (mediator) and outcome variables, c) employing approaches such as, but not limited to, mediation analysis (e.g., mediator mapping), moderator analysis, and temporally organized dismantling designs.
2. For applications that propose to develop, refine and evaluate new research tools, measures, or methods, describe how the research will lead to validated and deployable products, services, and/or methodologies that are broadly and efficiently usable in community practice settings.
3. Applications that propose to integrate and/or analyze existing data sets should discuss how results will enhance and extend our understanding of factors affecting access, continuity, quality, delivery, efficiency, financing, value, effectiveness, or outcomes of care.
4. For studies involving services interventions (e.g., research with quasi-experimental or quality improvement designs and methodologies that are not clinical trials), address the degree to which the proposed services intervention is scalable and could be broadly implemented using typically available resources, staff, and service structures, including financing mechanisms.
5. Describe any planned collaborations or input from stakeholders, and describe how these will contribute to the utility of study results. Beyond providing letters of support, consider proposing an advisory board that includes relevant stakeholders and decision makers (e.g., local, state, or federal policymakers; health system executives) or strategically including such decision makers as part of the study team.
6. Provide evidence that common data elements will be collected, consistent with NIMH's expectation (per NOT-MH-20-067 (https://grants.nih.gov/grants/guide/notice-files/NOT-MH-20-067.html)), or provide a reasonable justification for not collecting one or more of these elements.
7. Describe factors that are mutable and have the potential to serve as targets in future intervention development that impact access, continuity, utilization, quality, value, financing, effectiveness, outcomes, or scalability of mental health or autism services.
8. Provide evidence that outcome measures are valid and reliable, including measures of outcomes that are meaningful to the stakeholders involved.
9. For studies that involve the assessment of patient-level outcomes, describe plans for the detection of suicidal behavior/ideation and non-suicidal self-harm and for clinical management to reduce subject risk when these factors are identified.

Factor 3. EXPERTISE AND RESOURCES (INVESTIGATORS AND ENVIRONMENT)

1. Describe how the study will leverage resources and expertise from existing infrastructure (e.g., CTSAs; practice-based research networks; other NIMH investments such as ALACRITY Research Centers, and EPINET; electronic medical records; administrative databases; patient registries) or utilize other available resources to increase the efficiency of participant recruitment and data collection. Or, provide a justification in the event that such efficiencies cannot be incorporated.

Resource Sharing Plan: Individuals are required to comply with the instructions for the Resource Sharing Plans as provided in the How to Apply-Application Guide.

Other Plan(s):

All instructions in the How to Apply-Application Guide must be followed, with the following additional instructions:

- All applicants planning research (funded or conducted in whole or in part by NIH) that results in the generation of scientific data are required to comply with the instructions for the Data Management and Sharing Plan. All applications, regardless of the amount of direct costs requested for any one year, must address a Data Management and Sharing Plan.

To advance the goal of advancing research through widespread data sharing among researchers, investigators funded by NIMH under this NOFO are expected to share those data via the National Institute of Mental Health Data Archive (https://nda.nih.gov/) (NDA; see NOT-MH-23-100 (https://grants.nih.gov/grants/guide/notice-files/NOT-MH-23-100.html)). Established by the NIH, NDA is a secure informatics platform for scientific collaboration and data-sharing that enables the effective communication of detailed research data, tools, and supporting documentation. NDA links data across research projects through its Global Unique Identifier (GUID) and Data Dictionary technology. Investigators funded under this NOFO are expected to use these technologies to submit data to NDA.

To accomplish this objective, it will be important to formulate a) an enrollment strategy that will obtain the information necessary to generate a GUID for each participant, and b) a budget strategy that will cover the costs of data submission. The NDA (https://nda.nih.gov/) website provides two tools to help investigators develop appropriate strategies: 1) t (https://nda.nih.gov/contribute_cost_estimation.html)he NDA Data Submission Cost Model (https://nda.nih.gov/contribute/contribute-data.html#cost)which offers a customizable Excel worksheet that includes tasks and hours for the Program Director/Principal Investigator and Data Manager to budget for data sharing; and 2) plain language text to be considered in your informed consent available from the NDA's Data Contribution page (https://nda.nih.gov/contribute/contribute-data.html). Investigators are expected to certify the quality of all data generated by grants funded under this NOFO prior to submission to NDA and review their data for accuracy after submission. Submission of descriptive/raw data is expected semi-annually (every January 15 and July 15); submission of all other data is expected at the time of publication, or prior to the end of the grant, whichever occurs first (see NDA Sharing Regimen (https://nda.nih.gov/contribute/sharing-regimen.html) for more information); Investigators are expected to share results, positive and negative, specific to the cohorts and outcome measures studied.For more guidance on submitting data to NDA, refer to the NDA Data Management and Sharing Plan on the NDA website (https://nda.nih.gov/). NDA staff will work with investigators to help them submit data types not yet defined in the NDA Data Dictionary (https://nda.nih.gov/data_dictionary.html).

Appendix: Only limited Appendix materials are allowed. Follow all instructions for the Appendix as described in the How to Apply- Application Guide.

- No publications or other material, with the exception of blank questionnaires or blank surveys, may be included in the Appendix.

PHS Human Subjects and Clinical Trials Information

When involving human subjects research, clinical research, and/or NIH-defined clinical trials (and when applicable, clinical trials research experience) follow all instructions for the PHS Human Subjects and Clinical Trials Information form in the How to Apply- Application Guide, with the following additional instructions:

If you answered “Yes” to the question “Are Human Subjects Involved?” on the R&R Other Project Information form, you must include at least one human subjects study record using the **Study Record: PHS Human Subjects and Clinical Trials Information** form or **Delayed Onset Study** record.

Study Record: PHS Human Subjects and Clinical Trials Information

All instructions in the How to Apply- Application Guide must be followed.

Section 2 - Study Population Characteristics

2.5 Recruitment and Retention Plan

For studies involving human subjects, applications must provide a clear description of:

1. Recruitment and Referral sources, including detailed descriptions of the census/rate of new cases and anticipated yield of eligible participants from each source;

2. Procedures that will be used to monitor enrollment and track/retain participants for follow-up assessments;

3. Strategies that will be used to ensure a robust, representative sample;

4. Potential recruitment/enrollment challenges and strategies that can be implemented in the event of enrollment shortfalls (e.g., additional outreach procedures, alternate/back-up referral sources);

5. Evidence to support the feasibility of enrollment, including descriptions of prior experiences and yield from research efforts employing similar referral sources and/or strategies.

2.7 Study Timeline

Applications must provide a timeline for reaching important study benchmarks. Benchmarks should be objective, quantifiable, and justifiable. Benchmarks may include but are not limited to the following: (1) finalizing the study procedures and training participating clinical site staff; (2) finalizing the intervention manual and assessment protocols, including fidelity measures/procedures, where applicable; (3) establishing data use agreements, accessing data sets, data cleaning, and linking data sets where applicable; (4) enrollment benchmarks; (5) completing all subject assessments and data collection activities, including data quality checks; (6) analyzing and interpreting results; and (7) preparing de-identified data and relevant documentation to facilitate data sharing, as appropriate.

Delayed Onset Study

Note: Delayed onset (https://grants.nih.gov/grants/glossary.htm#DelayedOnsetStudy) does NOT apply to a study that can be described but will not start immediately (i.e., delayed start).All instructions in the How to Apply- Application Guide must be followed.

PHS Assignment Request Form

All instructions in the How to Apply- Application Guide must be followed.

Foreign Organizations

Foreign (non-U.S.) organizations must follow policies described in the NIH Grants Policy Statement (//grants.nih.gov/grants/guide/url_redirect.php?id=11137), and procedures for foreign organizations described throughout the How to Apply- Application Guide.

3. Unique Entity Identifier and System for Award Management (SAM)

See Part 2. Section III.1 for information regarding the requirement for obtaining a unique entity identifier and for completing and maintaining active registrations in System for Award Management (SAM), NATO Commercial and Government Entity (NCAGE) Code (if applicable), eRA Commons, and Grants.gov

4. Submission Dates and Times

Part I. contains information about Key Dates and times. Applicants are encouraged to submit applications before the due date to ensure they have time to make any application corrections that might be necessary for successful submission. When a submission date falls on a weekend or Federal holiday (https://grants.nih.gov/grants/guide/url_redirect.php?id=82380), the application deadline is automatically extended to the next business day.

Organizations must submit applications to Grants.gov (//grants.nih.gov/grants/guide/url_redirect.php?id=11128) (the online portal to find and apply for grants across all Federal agencies). Applicants must then complete the submission process by tracking the status of the application in the eRA Commons (//grants.nih.gov/grants/guide/url_redirect.php?id=11123), NIH's electronic system for grants administration. NIH and Grants.gov systems check the application against many of the application instructions upon submission. Errors must be corrected and a changed/corrected application must be submitted to Grants.gov on or before the application due date and time. If a Changed/Corrected application is submitted after the deadline, the application will be considered late. Applications that miss the due date and time are subjected to the NIH Grants Policy Statement Section 2.3.9.2 Electronically Submitted Applications (//grants.nih.gov/grants/guide/url_redirect.php?id=82423).

Applicants are responsible for viewing their application before the due date in the eRA Commons to ensure accurate and successful submission.

Information on the submission process and a definition of on-time submission are provided in the How to Apply-Application Guide.

5. Intergovernmental Review (E.O. 12372)

This initiative is not subject to intergovernmental review. (https://grants.nih.gov/grants/policy/nihgps/html5/section_10/10.10.1_executive_orders.htm)

Use of Common Data Elements in NIH-funded Research

Many NIH ICs encourage the use of common data elements (CDEs) in basic, clinical, and applied research, patient registries, and other human subject research to facilitate broader and more effective use of data and advance research across studies. CDEs are data elements that have been identified and defined for use in multiple data sets across different studies. Use of CDEs can facilitate data sharing and standardization to improve data quality and enable data integration from multiple studies and sources, including electronic health records. NIH ICs have identified CDEs for many clinical domains (e.g., neurological disease), types of studies (e.g. genome-wide association studies (GWAS)), types of outcomes (e.g., patient-reported outcomes), and patient registries (e.g., the Global Rare Diseases Patient Registry and Data Repository). NIH has established a Common Data Element (CDE) Resource Portal" (http://cde.nih.gov/ (http://cde.nih.gov/)) to assist investigators in identifying NIH-supported CDEs when developing protocols, case report forms, and other instruments for data collection. The Portal provides guidance about and access to NIH-supported CDE initiatives and other tools and resources for the appropriate use of CDEs and data standards in NIH-funded research. Investigators are encouraged to consult the Portal and describe in their applications any use they will make of NIH-supported CDEs in their projects.

NIMH expects investigators for this funding announcement to collect Common Data Elements (CDEs) for mental health human subjects research. Unless NIMH stipulates otherwise during the negotiation of the terms and conditions of a grant award, this Notice applies to all grant applications involving human research participants. The necessary funds for collecting and submitting these CDE data from all research participants to the NIMH Data Archive (NDA) (https://nda.nih.gov/) should be included in the requested budget. A cost estimator (https://nda.nih.gov/ndarpublicweb/Documents/NDA_Data_Submission_Costs.xlsx (https://nda.nih.gov/ndarpublicweb/Documents/NDA_Data_Submission_Costs.xlsx)) is available to facilitate the calculation of these costs. NIMH may seek further information regarding CDEs prior to award. Additional information about CDEs can be found at the NIMH webpage on Data Management and Sharing for Applicants and Awardees. (https://www.nimh.nih.gov/funding/managing-your-grant/nimh-data-management-and-sharing-for-applicants-and-awardees)

6. Funding Restrictions

All NIH awards are subject to the terms and conditions, cost principles, and other considerations described in the NIH Grants Policy Statement (//grants.nih.gov/grants/guide/url_redirect.php?id=11120).

Pre-award costs are allowable only as described in the NIH Grants Policy Statement Section 7.9.1 Selected Items of Cost. (//grants.nih.gov/grants/guide/url_redirect.php?id=11143)

7. Other Submission Requirements and Information

Applications must be submitted electronically following the instructions described in the How to Apply Application Guide. Paper applications will not be accepted.

Applicants must complete all required registrations before the application due date. Section III. Eligibility Information contains information about registration.

For assistance with your electronic application or for more information on the electronic submission process, visit How to Apply – Application Guide (https://grants.nih.gov/grants/guide/url_redirect.php?id=82400). If you encounter a system issue beyond your control that threatens your ability to complete the submission process on-time, you must follow the Dealing with System Issues (https://grants.nih.gov/grants/how-to-apply-application-guide/due-dates-and-submission-policies/dealing-with-system-issues.htm) guidance. For assistance with application submission, contact the Application Submission Contacts in Section VII.

Important reminders:

All PD(s)/PI(s) must include their eRA Commons ID in the Credential field of the Senior/Key Person Profile form**.** Failure to register in the Commons and to include a valid PD/PI Commons ID in the credential field will prevent the successful submission of an electronic application to NIH. See Section III of this NOFO for information on registration requirements.

The applicant organization must ensure that the unique entity identifier provided on the application is the same identifier used in the organization's profile in the eRA Commons and for the System for Award Management. Additional information may be found in the How to Apply Application Guide.

See more tips (//grants.nih.gov/grants/guide/url_redirect.php?id=11146) for avoiding common errors.

Upon receipt, applications will be evaluated for completeness and compliance with application instructions by the Center for Scientific Review and responsiveness by components of participating organizations, NIH. Applications that are incomplete, non-compliant and/or nonresponsive will not be reviewed.

Requests of $500,000 or more for direct costs in any year

Applicants requesting $500,000 or more in direct costs in any year (excluding consortium F&A) must contact a Scientific/ Research Contact at least 6 weeks before submitting the application and follow the Policy on the Acceptance for Review of Unsolicited Applications that Request $500,000 or More in Direct Costs as described in the SF424 (R&R) Application Guide.

Mandatory Disclosure

Recipients or subrecipients must submit any information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. See Mandatory Disclosures, 2 CFR 200.113 (https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-B/section-200.113) and NIH Grants Policy Statement Section 4.1.35 (https://grants.nih.gov/grants/policy/nihgps/html5/section_4/4.1.35_mandatory_disclosures.htm).

Send written disclosures to the NIH Chief Grants Management Officer listed on the Notice of Award for the IC that funded the award and to the HHS Office of Inspector Grant Self Disclosure Program (https://oig.hhs.gov/compliance/self-disclosure-info/hhs-oig-grant-self-disclosure-program/) at grantdisclosures@oig.hhs.gov (mailto:grantdisclosures@oig.hhs.gov).

Post Submission Materials

Applicants are required to follow the instructions for post-submission materials, as described in the policy (//grants.nih.gov/grants/guide/url_redirect.php?id=82299)

Section V. Application Review Information

1. Criteria

Only the review criteria described below will be considered in the review process. Applications submitted to the NIH in support of the NIH mission (//grants.nih.gov/grants/guide/url_redirect.php?id=11149) are evaluated for scientific and technical merit through the NIH peer review system.

Overall Impact

Reviewers will provide an overall impact score to reflect their assessment of the likelihood for the project to exert a sustained, powerful influence on the research field(s) involved, in consideration of the following scored review criteria and additional review criteria (as applicable for the project proposed). An application does not need to be strong in all categories to be judged likely to have a major scientific impact.

Scored Review Criteria

Reviewers will consider Factors 1, 2 and 3 in the determination of scientific merit, and in providing an overall impact score. In addition, Factors 1 and 2 will each receive a separate factor score.

Factor 1. Importance of the Research (Significance and Innovation)

Significance

- Evaluate the importance of the proposed research in the context of current scientific challenges and opportunities, either for advancing knowledge within the field, or more broadly. Assess whether the application addresses an important gap in knowledge in the field, would solve a critical problem, or create a valuable conceptual or technical advance.

- Evaluate the rationale for undertaking the study, the rigor of the scientific background for the work (e.g., prior literature and/or preliminary data) and whether the scientific background justifies the proposed study.

Innovation

- Evaluate the extent to which innovation influences the importance of undertaking the proposed research. Note that while technical or conceptual innovation can influence the importance of the proposed research, a project that is not applying novel concepts or approaches may be of critical importance for the field.
- Evaluate whether the proposed work applies novel concepts, methods or technologies or uses existing concepts, methods, technologies in novel ways, to enhance the overall impact of the project.

Specific to this NOFO:

- Evaluate the extent to which the proposed work leads to a firm conclusion about the tested hypothesis.
- Evaluate the extent to which the application adequately addresses the potential public health impact of the proposed work in terms of 1) reach and effect on the target population and/or 2) meaningfulness of the anticipated outcome(s), compared to existing approaches and/or current state of science in the topic area.
- Evaluate the extent to which research-practice collaborations and/or input from community partners and relevant policymakers/health leaders informed the development of the research and will ensure that the research is deployment-focused and/or the results will have utility to end users.

Factor 2. Rigor and Feasibility (Approach)

Approach

- Evaluate the scientific quality of the proposed work. Evaluate the likelihood that compelling, reproducible findings will result (rigor) and assess whether the proposed studies can be done well and within the timeframes proposed (feasibility).

Rigor:

- Evaluate the potential to produce unbiased, reproducible, robust data.
- Evaluate the rigor of experimental design and whether appropriate controls are in place.
- Evaluate whether the sample size is sufficient and well-justified.
- Assess the quality of the plans for analysis, interpretation, and reporting of results.
- Evaluate whether the investigators presented adequate plans to address relevant biological variables, such as sex or age, in the design, analysis, and reporting.
- For applications involving human subjects or vertebrate animals, also evaluate:
    - the rigor of the intervention or study manipulation (if applicable to the study design).
    - whether outcome variables are justified.
    - whether the results will be generalizable or, in the case of a rare disease/special group, relevant to the particular subgroup.
    - whether the sample is appropriate and sufficiently diverse to address the proposed question(s).
- For applications involving human subjects, including clinical trials, assess the adequacy of inclusion plans as appropriate for the scientific goals of the research. Considerations of appropriateness may include disease/condition/behavior incidence, prevalence, or population burden, population representation, and/or current state of the science.

Feasibility:

- Evaluate whether the proposed approach is sound and achievable, including plans to address problems or new challenges that emerge in the work. For proposed studies in which feasibility may be less certain, evaluate whether the uncertainty is balanced by the potential for major advances.
- For applications involving human subjects, including clinical trials, evaluate the adequacy and feasibility of the plan to recruit and retain a study population that appropriately models the target population. Additionally, evaluate the likelihood of successfully achieving the proposed enrollment based on age, race, ethnicity, and sex.
- For clinical trial applications, evaluate whether the study timeline and milestones are feasible.

***Specific to this NOFO*:**

- Assess the extent to which the application employs methods that seek to understand how, why, for whom, and/or in what circumstances the intervention is effective.
- For an application that proposes to develop and test new research tools, measures, or methods, assess how the research will lead to validated and deployable products, services, and/or methodologies that are broadly and efficiently usable in community practice settings.
- For applications that propose to integrate and/or analyze existing data sets, assess how likely it is that the project will produce results that enhance and extend our understanding of factors affecting access, continuity, quality, delivery, efficiency, value, effectiveness, or outcomes of care.
- For studies involving services interventions, using non-clinical trial designs (e.g., research with quasi-experimental or quality improvement designs and methodologies), evaluate the extent to which the proposed services intervention is scalable and the extent to which it could be broadly implemented using typically available resources, staff, and service structures, including financing structures.
- Evaluate how well the application describes any planned collaborations or input from community partners, end users, etc. and to what extent these collaborations will contribute to the utility of study results.
- If appropriate, evaluate the extent to which the application describes factors that are mutable and have the potential to serve as targets in future intervention development that impact access, continuity, utilization, quality, financing, outcomes, effectiveness, or scalability of mental

health services.

- If appropriate, assess if the application provides sufficient evidence that outcome measures are valid and reliable, including measures of outcomes that are meaningful to the stakeholders involved.
- For studies that involve the assessment of patient-level outcomes, evaluate how adequately the application describes plans for the detection of suicidal behavior/ideation and non-suicidal self-harm, and for clinical management to reduce subject risk when these factors are identified.

Factor 3. Expertise and Resources (Investigator(s) and Environment)

Investigator(s)

Evaluate whether the investigator(s) have demonstrated background, training, and expertise, as appropriate for their career stage, to conduct the proposed work. For Multiple Principal Investigator (MPI) applications, assess the quality of the leadership plan to facilitate coordination and collaboration.

Environment

Evaluate whether the institutional resources are appropriate to ensure the successful execution of the proposed work.

***Specific to this NOFO*:**

- Evaluate the extent to which the study will leverage resources and expertise from existing infrastructure or utilize other available resources to increase the efficiency of participant recruitment and data collection, as appropriate.

Additional Review Criteria

As applicable for the project proposed, reviewers will consider the following additional items while determining scientific and technical merit, but will not give criterion scores for these items, and should consider them in providing an overall impact score.

Protections for Human Subjects

For research that involves human subjects but does not involve one of the categories of research that are exempt under 45 CFR Part 46, evaluate the justification for involvement of human subjects and the proposed protections from research risk relating to their participation according to the following five review criteria: 1) risk to subjects; 2) adequacy of protection against risks; 3) potential benefits to the subjects and others; 4) importance of the knowledge to be gained; and 5) data and safety monitoring for clinical trials.

For research that involves human subjects and meets the criteria for one or more of the categories of research that are exempt under 45 CFR Part 46, evaluate: 1) the justification for the exemption; 2) human subjects involvement and characteristics; and 3) sources of materials. For additional information on review of the Human Subjects section, please refer to the Guidelines for the Review of Human Subjects (https://grants.nih.gov/grants/guide/url_redirect.php?id=11175).

Vertebrate Animals

When the proposed research includes Vertebrate Animals, evaluate the involvement of live vertebrate animals according to the following criteria: (1) description of proposed procedures involving animals, including species, strains, ages, sex, and total number to be used; (2) justifications for the use of animals versus alternative models and for the appropriateness of the species proposed; (3) interventions to minimize discomfort, distress, pain and injury; and (4) justification for euthanasia method if NOT consistent with the AVMA Guidelines for the Euthanasia of Animals. For additional information on review of the Vertebrate Animals section, please refer to the Worksheet for Review of the Vertebrate Animals Section (//grants.nih.gov/grants/guide/url_redirect.php?id=11150).

Biohazards

When the proposed research includes Biohazards, evaluate whether specific materials or procedures that will be used are significantly hazardous to research personnel and/or the environment, and whether adequate protection is proposed.

Resubmissions

As applicable, evaluate the full application as now presented.

Renewals

As applicable, evaluate the progress made in the last funding period.

Revisions

As applicable, evaluate the appropriateness of the proposed expansion of the scope of the project.

Additional Review Considerations

As applicable for the project proposed, reviewers will consider each of the following items, but will not give scores for these items, and should not consider them in providing an overall impact score.

Authentication of Key Biological and/or Chemical Resources

For projects involving key biological and/or chemical resources, evaluate the brief plans proposed for identifying and ensuring the validity of those resources.

Budget and Period of Support

Evaluate whether the budget and the requested period of support are fully justified and reasonable in relation to the proposed research.

2. Review and Selection Process

Applications will be evaluated for scientific and technical merit by (an) appropriate Scientific Review Group(s) convened by NIMH, in accordance with NIH peer review policy and procedures (//grants.nih.gov/grants/guide/url_redirect.php?id=11154), using the stated review criteria. Assignment to a Scientific Review Group will be shown in the eRA Commons.

As part of the scientific peer review, all applications will receive a written critique.

Applications may undergo a selection process in which only those applications deemed to have the highest scientific and technical merit (generally the top half of applications under review) will be discussed and assigned an overall impact score.

Applications will be assigned on the basis of established PHS referral guidelines to the appropriate NIH Institute or Center. Applications will compete for available funds with all other recommended applications. Following initial peer review, recommended applications will receive a second level of review by the appropriate national Advisory Council or Board. The following will be considered in making funding decisions:

- Scientific and technical merit of the proposed project as determined by scientific peer review.
- Availability of funds.
- Relevance of the proposed project to program priorities.

If the application is under consideration for funding, NIH will request "just-in-time" information from the applicant as described in the NIH Grants Policy Statement Section 2.5.1. Just-in-Time Procedures (//grants.nih.gov/grants/guide/url_redirect.php?id=82418). This request is not a Notice of Award nor should it be construed to be an indicator of possible funding.

Prior to making an award, NIH reviews an applicant's federal award history in SAM.gov to ensure sound business practices. An applicant can review and comment on any information in the Responsibility/Qualification records available in SAM.gov. NIH will consider any comments by the applicant in the Responsibility/Qualification records in SAM.gov to ascertain the applicant's integrity, business ethics, and performance record of managing Federal awards per 2 CFR Part 200.206 "Federal awarding agency review of risk posed by applicants." This provision will apply to all NIH grants and cooperative agreements except fellowships.

3. Anticipated Announcement and Award Dates

After the peer review of the application is completed, the PD/PI will be able to access his or her Summary Statement (written critique) via the eRA Commons (//grants.nih.gov/grants/guide/url_redirect.php?id=11123). Refer to Part 1 for dates for peer review, advisory council review, and earliest start date.

Information regarding the disposition of applications is available in the NIH Grants Policy Statement Section 2.4.4 Disposition of Applications (//grants.nih.gov/grants/guide/url_redirect.php?id=82416).

Section VI. Award Administration Information

1. Award Notices

A Notice of Award (NoA) is the official authorizing document notifying the applicant that an award has been made and that funds may be requested from the designated HHS payment system or office. The NoA is signed by the Grants Management Officer and emailed to the recipient's business official.

In accepting the award, the recipient agrees that any activities under the award are subject to all provisions currently in effect or implemented during the period of the award, other Department regulations and policies in effect at the time of the award, and applicable statutory provisions.

Recipients must comply with any funding restrictions described in Section IV.6. Funding Restrictions. Any pre-award costs incurred before receipt of the NoA are at the applicant's own risk. For more information on the Notice of Award, please refer to the NIH Grants Policy Statement Section 5. The Notice of Award (https://grants.nih.gov/grants/policy/nihgps/HTML5/section_5/5_the_notice_of_award.htm) and NIH Grants & Funding website, see Award Process. (https://grants.nih.gov/grants/pre-award-process.htm#award)

Institutional Review Board or Independent Ethics Committee Approval: Recipient institutions must ensure that protocols are reviewed by their IRB or IEC. To help ensure the safety of participants enrolled in NIH-funded studies, the recipient must provide NIH copies of documents related to all major changes in the status of ongoing protocols.

2. Administrative and National Policy Requirements

The following Federal wide and HHS-specific policy requirements apply to awards funded through NIH:

- The rules listed at 2 CFR Part 200 (https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- All NIH grant and cooperative agreement awards include the NIH Grants Policy Statement (//grants.nih.gov/grants/guide/url_redirect.php?id=11120) as part of the terms and conditions in the Notice of Award (NoA). The NoA includes the requirements of this NOFO. For these terms of award, see the NIH Grants Policy Statement Part II: Terms and Conditions of NIH Grant Awards, Subpart A: General (//grants.nih.gov/grants/guide/url_redirect.php?id=11120) and Part II: Terms and Conditions of NIH Grant Awards, Subpart B: Terms and Conditions for Specific Types of Grants, Recipients, and Activities (//grants.nih.gov/grants/guide/url_redirect.php?id=11159).
- If a recipient receives an award, the recipient must follow all applicable nondiscrimination laws. The recipient agrees to this when registering in SAM.gov. The recipient must also submit an Assurance of Compliance (HHS-690 (https://www.hhs.gov/sites/default/files/form-hhs690.pdf)). To

learn more, see the Laws and Regulations Enforced by the HHS Office for Civil Rights website (https://www.hhs.gov/civil-rights/for-providers/laws-regulations-guidance/laws/index.html).

- HHS recognizes that NIH research projects are often limited in scope for many reasons that are nondiscriminatory, such as the principal investigator's scientific interest, funding limitations, recruitment requirements, and other considerations. Thus, criteria in research protocols that target or exclude certain populations are warranted where nondiscriminatory justifications establish that such criteria are appropriate with respect to the health or safety of the subjects, the scientific study design, or the purpose of the research. For additional guidance regarding how the provisions apply to NIH grant programs, please contact the Scientific/Research Contact that is identified in Section VII under Agency Contacts of this NOFO.

All federal statutes and regulations relevant to federal financial assistance, including those highlighted in NIH Grants Policy Statement Section 4 Public Policy Requirements, Objectives and Other Appropriation Mandates. (https://grants.nih.gov/grants/policy/nihgps/HTML5/section_4/4_public_policy_requirements__objectives_and_other_appropriation_mandates.htm)

Recipients are responsible for ensuring that their activities comply with all applicable federal regulations. NIH may terminate awards under certain circumstances. See 2 CFR Part 200.340 Termination (https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.340) and NIH Grants Policy Statement Section 8.5.2 Remedies for Noncompliance or Enforcement Actions: Suspension, Termination, and Withholding of Support (https://grants.nih.gov/grants/policy/nihgps/html5/section_8/8.5.2_remedies_for_noncompliance_or_enforcement_actions-_suspension__termination__and_withholding_of_support.htm).

Successful recipients under this NOFO agree that:

Where the award funding involves implementing, acquiring, or upgrading health IT for activities by any funded entity, recipients and subrecipient(s) are required to: Use health IT that meets standards and implementation specifications adopted in 45 CFR part 170, Subpart B, if such standards and implementation specifications can support the activity. Visit https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-D/part-170/subpart-B (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-D/part-170/subpart-B) to learn more.

Where the award funding involves implementing, acquiring, or upgrading health IT for activities by eligible clinicians in ambulatory settings, or hospitals, eligible under Sections 4101, 4102, and 4201 of the HITECH Act, use health IT certified under the ONC Health IT Certification Program if certified technology can support the activity. Visit https://www.healthit.gov/topic/certification-ehrs/certification-health-it (https://www.healthit.gov/topic/certification-ehrs/certification-health-it) to learn more.

Pursuant to the Cybersecurity Act of 2015, Div. N, § 405, Pub. Law 114-113, 6 USC § 1533(d), the HHS Secretary has established a common set of voluntary, consensus-based, and industry-led guidelines, best practices, methodologies, procedures, and processes.

Successful recipients under this NOFO agree that:

When recipients, subrecipients, or third-party entities have:

1. ongoing and consistent access to HHS owned or operated information or operational technology systems; and
2. receive, maintain, transmit, store, access, exchange, process, or utilize personal identifiable information (PII) or personal health information (PHI) obtained from the awarding HHS agency for the purposes of executing the award.

Recipients shall develop plans and procedures, modeled after the NIST Cybersecurity framework (https://www.nist.gov/cyberframework), to protect HHS systems and data. Please refer to NIH Post-Award Monitoring and Reporting (https://grants.nih.gov/grants/post-award-monitoring-and-reporting.htm) for additional information.

Cooperative Agreement Terms and Conditions of Award

Not Applicable

3. Data Management and Sharing

Consistent with the 2023 NIH Policy for Data Management and Sharing, when data management and sharing is applicable to the award, recipients will be required to adhere to the Data Management and Sharing requirements as outlined in the NIH Grants Policy Statement (https://grants.nih.gov/grants/policy/nihgps/HTML5/section_8/8.2.3_sharing_research_resources.htm#Data). Upon the approval of a Data Management and Sharing Plan, it is required for recipients to implement the plan as described.

4. Reporting

When multiple years are involved, recipients will be required to submit the Research Performance Progress Report (RPPR) (//grants.nih.gov/grants/rppr/index.htm) annually and financial statements as required in the NIH Grants Policy Statement Section 8.4.1 Reporting. (https://grants.nih.gov/grants/policy/nihgps/HTML5/section_8/8.4.1_reporting.htm) To learn more about post-award monitoring and reporting, see the NIH Grants & Funding website, see Post-Award Monitoring and Reporting (https://grants.nih.gov/grants/guide/url_redirect.php?id=82428).

A final RPPR, invention statement, and the expenditure data portion of the Federal Financial Report are required for closeout of an award, as described in the NIH Grants Policy Statement Section 8.6 Closeout (//grants.nih.gov/grants/guide/url_redirect.php?id=82420). NIH NOFOs outline intended research goals and objectives. Post award, NIH will review and measure performance based on the details and outcomes that are shared within the RPPR, as described at 2 CFR Part 200.301.

Section VII. Agency Contacts

We encourage inquiries concerning this funding opportunity and welcome the opportunity to answer questions from potential applicants.

Application Submission Contacts

eRA Service Desk (Questions regarding ASSIST, eRA Commons, application errors and warnings, documenting system problems that threaten submission by the due date, and post-submission issues)

Finding Help Online: https://www.era.nih.gov/need-help (https://www.era.nih.gov/need-help) (preferred method of contact)
Telephone: 301-402-7469 or 866-504-9552 (Toll Free)

General Grants Information (Questions regarding application instructions, application processes, and NIH grant resources)
Email: GrantsInfo@nih.gov (mailto:GrantsInfo@nih.gov) (preferred method of contact)
Telephone: 301-480-7075

Grants.gov Customer Support (Questions regarding Grants.gov registration and Workspace)
Contact Center Telephone: 800-518-4726
Email: support@grants.gov (mailto:support@grants.gov)

Scientific/Research Contact(s)

Jennifer Humensky, PhD
National Institute of Mental Helath (NIMH)
Telephone: 301-480-1265
Email: Jennifer.Humensky@nih.gov

For research to be conducted in low and middle income countries:

Leonardo Cubillos, M.D., M.P.H.
National Institute of Mental Health (NIMH)
Telephone: 301-827-9095
Email: leonardo.cubillos@nih.gov (mailto:leonardo.cubillos@nih.gov)

Peer Review Contact(s)

Nicholas Gaiano, Ph.D.
National Institute of Mental Health (NIMH)
Telephone: 301-827-3420
Email: nick.gaiano@nih.gov (mailto:nick.gaiano@nih.gov)

Financial/Grants Management Contact(s)

Christine Clarkson
National Institute of Mental Health (NIMH (http://www.nimh.nih.gov/index.shtml))
Telephone: 301-402-5765
Email: christine.clarkson@.nih.gov (mailto:christine.clarkson@.nih.gov)

Section VIII. Other Information

Recently issued trans-NIH policy notices (//grants.nih.gov/grants/guide/url_redirect.php?id=11163) may affect your application submission. A full list of policy notices published by NIH is provided in the NIH Guide for Grants and Contracts (//grants.nih.gov/grants/guide/url_redirect.php?id=11164). All awards are subject to the terms and conditions, cost principles, and other considerations described in the NIH Grants Policy Statement (//grants.nih.gov/grants/guide/url_redirect.php?id=11120).

Authority and Regulations

Awards are made under the authorization of Sections 301 and 405 of the Public Health Service Act as amended (42 USC 241 and 284) and under Federal Regulations 42 CFR Part 52 and 2 CFR Part 200.

2026-R-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) FOR THE INNOVATIVE MENTAL HEALTH SERVICES RESEARCH GRANT, IN THE ESTIMATED TOTAL AMOUNT OF $400,000.00 PER GRANT YEAR, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR A FIVE (5) YEAR TERM FROM DECEMBER 01, 2026 THROUGH NOVEMBER 30, 2031, FOR A TOTAL ESTIMATED AMOUNT NOT TO EXCEED $2,000,000.00; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RESULTING FROM THE AWARD OF THIS GRANT. ANY FUNDING AS A RESULT OF THIS APPLICATION WILL BE APPROPRIATED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – INNOVATIVE MENTAL HEALTH SERVICES RESEARCH GRANT.

WHEREAS, The City of Laredo Public Health Department wishes to apply for this funding opportunity by the Department of Health and Human Services for the Innovative Mental Health Services Research Grant. Through this award, the City of Laredo Public Health Department, in collaboration with the Laredo Frontline Integrated Response Safety Team (FIRST) – City of Laredo Police Department, will be able to conduct research to improve outcomes for individuals experiencing mental health related emergencies. This collaborative effort will generate data and insights to inform and enhance the design, accessibility, effectiveness, and continuity of mental health services. The focus will be on identifying strategies that maximize public health impact and benefit individuals who are living with or are at risk of developing mental illness, particularly in underserved and high-need populations.

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

Section 1: The City Manager is hereby authorized to submit a grant application to the Department of Health and Human Services (HHS) for the Innovative Mental Health Services Research Grant, in the total estimated amount of $400,000.00 with no match for the City of Laredo Public Health Department for a five (5) year term from December 01, 2026 through November 30, 2031, for a total estimated amount not to exceed $2,000,000.00; and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Department Fund – Innovative Mental Health Services Research Grant.

Section 2: Funds will be appropriated once awarded.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Resolution 38.**

SUBJECT
A Resolution of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the estimated amount $152,000.00 to the Texas Department of Transportation for enforcement of Commercial Motor Vehicle Selective Traffic Enforcement Program. The grant period will begin October 01, 2026 through September 30, 2027; this grant is for overtime salaries. The city will be responsible for a required match of approximately $36,000.00, from General Fund. Funding will be accounted for in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Texas Department of Transportation has made a grant title Selective Traffic Enforcement Program (STEP) available to the Laredo Police Department. STEP grant funding assists in paying for overtime activities by local law enforcement and should focus on reducing the incidences of speeding, driving while intoxicated, failure to use restraint systems, intersection traffic control violations and enforcement of state and local ordinances on cellular and texting devices. Officers conducting enforcement on a STEP-Commercial Motor Vehicle grant should make enforcement of Impaired Driving, Occupant Protection, Speed, Hazardous Moving Violations and Distracted Driving their priority during enforcement.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that Council approves the resolution.

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2306
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact until awarded.

RESOLUTION 2026-R-22

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $152,000.00 TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ENFORCEMENT OF COMMERCIAL MOTOR VEHICLE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM. THE GRANT PERIOD WILL BEGIN OCTOBER 01, 2026 THROUGH SEPTEMBER 30, 2027; THIS GRANT IS FOR OVERTIME SALARIES. THE CITY WILL BE RESPONSIBLE FOR A REQUIRED MATCH OF APPROXIMATELY $36,000.00, FROM GENERAL FUND. FUNDING WILL BE ACCOUNTED FOR IN THE SPECIAL POLICE FUND.

Whereas, this is available to the City of Laredo, a grant entitled Selective Traffic Enforcement Program from the Texas Department of Transportation for Commercial Motor Vehicle which would pay for overtime salaries of off duty police officers for the performance period of October 1, 2026- September 30, 2027; and

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

Whereas, in order to ensure compliance and funding eligibility of said grant the Laredo Police Department is required to implement and fully comply with the requirements of our internal ethics and compliance program required by Title VI Texas Administrative Code Section 10.51 prior to award and/or disbursement of grant funds.

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

Section 1: Authorizing the City Manager to submit a grant application in the estimated amount of $152,000.00 to the Texas Department of Transportation for enforcement of Commercial Motor Vehicle Selective Traffic Enforcement Program. The grant period will begin October 01, 2026 through September 30, 2027; this grant is for overtime salaries. The city will be responsible for a required match of approximately $36,000.00, from General Fund.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Resolution 39.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the estimated amount of $173,000.00 to the Texas Department of Transportation for the Comprehensive Selective Traffic Enforcement Program. The grant period will begin October 01, 2026 through September 30, 2027; this grant is for overtime salaries. The city will be responsible for a required match of approximately $41,000.00, from General Fund. Funding will be accounted for in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Department of Transportation had made a grant entitled Selective Traffic Enforcement Program (STEP) available to the Laredo Police Department. STEP grant funding assists in paying for overtime activities by local law enforcement and should focus on reducing the incidence of speeding, driving while intoxicated, failure to use restraint systems, intersection traffic control violations and enforcement of state and local ordinances on cellular and texting devices. Officers conduction enforcement on a STEP-Comprehensive grant will make enforcement of Impaired Driving, Occupant Protection, Speed, Intersection Traffic Control, Distracted Driving their top priority during enforcement.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that Council approves the resolution.

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2307
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact until awarded.

RESOLUTION 2026-R-20

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $173,000.00 TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE COMPREHENSIVE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM. THE GRANT PERIOD WILL BEGIN OCTOBER 01, 2026 THROUGH SEPTEMBER 30, 2027; THIS GRANT IS FOR OVERTIME SALARIES. THE CITY OF LAREDO WILL BE RESPONSIBLE FOR A REQUIRED MATCH OF APPROXIMATELY $41,000.00, FROM GENERAL FUND. FUNDING WILL BE ACCOUNTED FOR IN THE SPECIAL POLICE FUND.

Whereas, this is available to the City of Laredo, a grant entitled Selective Traffic Enforcement Program from the Texas Department of Transportation for Comprehensive Enforcement which would pay for overtime salaries of off duty police officers for the performance period of October 1, 2026- September 30, 2027; and

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

Whereas, in order to ensure compliance and funding eligibility of said grant the Laredo Police Department is required to implement and fully comply with the requirements of our internal ethics and compliance program required by Title VI Texas Administrative Code Section 10.51 prior to award and/or disbursement of grant funds.

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

Section 1: Authorizing the City Manager to submit a grant application in the estimated amount of $173,000.00 to the Texas Department of Transportation for the Comprehensive Selective Traffic Enforcement Program. The grant period will begin October 01, 2026 through September 30, 2027; this grant is for overtime salaries. The city will be responsible for a required match of approximately $41,000.00, from General Fund.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Resolution 40.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the amount of $153,083.75 to the U.S. Department of Justice Program for the purpose of funding the Patrick Leahy Bulletproof Vest Partnership Grant for FY 2026. The funds will be utilized to replace approximately 145 vests that have exceeded the recommended life expectancy. If awarded the Bulletproof Vest Partnership Program will provide funding in the amount of $76,541.88 with the other 50% of the project being provided by city match, from General Fund. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement to help save the lives of law enforcement officer by providing funds to support the purchase of bulletproof vests. Since 1999, the BVP program has awarded more than 13,000 jurisdictions of a total of $548 million in federal funds for the purchase of over one million vests.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that City Council approves this Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2330
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The Patrick Leahy Bulletproof Vest Partnership Program grant will be in the estimated amount of $153,083.75 ($76,541.88 Grant, $76,541.88 City Match) Project - BPV26

RESOLUTION 2026-R-21

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $153,083.75 TO THE U.S. DEPARTMENT OF JUSTICE PROGRAMS FOR THE PURPOSE OF FUNDING THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT FOR FY2026. THE FUNDS WILL BE UTILIZED TO REPLACE APPROXIMATELY 145 VESTS THAT HAVE EXCEEDED THE RECOMMENDED LIFE EXPECTANCY. IF AWARDED THE BULLETPROOF VEST PARTNERSHIP PROGRAM WILL PROVIDE FUNDING IN THE AMOUNT OF $76,541.88 WITH THE OTHER 50% OF THE PROJECT BEING PROVIDED BY CITY MATCH, FROM GENERAL FUND. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, the City of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo agrees to provide applicable matching funds for the said project as required by U.S. Department of Justice, Office of Justice Programs; and

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

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

Section 1: Authorizing the City Manager to submit a grant application in the amount of $153,08375 to the U.S. Department of Justice Programs for the purpose of funding the Patrick Leahy Bulletproof Vest Partnership Grant for FY2026. The funds will be utilized to replace approximately 145 vests that have exceeded the recommended life expectancy. If awarded the Bulletproof Vest Partnership Program will provide funding in the amount of $76,541.88 with the other 50% of the project being provided by city match, General Fund. Funding is available in the Special Police Fund.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Resolution 41.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the acceptance of the donation of one (1) police service dog from the U.S. Department of Homeland Security, TSA Canine Training Center to be trained and used by the Laredo Police Department for law enforcement purposes. The police service canines are strictly a donation and will be at no cost to the City of Laredo.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to accept the donation of one (1) police service dog from the U.S. Department of Homeland Security, TSA Canine Training Center to Laredo Police Department. The police service dogs will be for law enforcement use. The donation is at no cost to the City of Laredo.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

RESOLUTION 2026-R-23

AUTHORIZING THE CITY MANAGER TO RATIFY THE ACCEPTANCE OF THE DONATION OF ONE (1) POLICE SERVICE DOG FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY, TSA CANINE TRAINING CENTER TO BE TRAINED AND USED BY THE LAREDO POLICE DEPARTMENT FOR LAW ENFORCEMENT PURPOSES. THE POLICE SERVICE CANINES ARE STRICTLY A DONATION AND WILL BE AT NO COST TO THE CITY OF LAREDO.

Whereas, the U.S. Department of Homeland Security, TSA Canine Training Center is donating one (1) canine to be trained and used by the Laredo Police Department for law enforcement purposes; and

Whereas, the donation is at no cost to the City; and

Whereas, the Laredo Police Department will assume full responsibility for the care and custody of the donated canines; and

Whereas, the Chief of Police recommends the authorization to accept the donation from U.S. Department of Homeland Security to enhance the Laredo Police Department K9 section.

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

Section 1: Authorizing the City Manager to ratify the acceptance of the donation of one (1) police service dog from the U.S. Department of Homeland Security, TSA Canine Training Center to be trained and used by the Laredo Police Department for law enforcement purposes. The police service canines are strictly a donation and will be at no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 2/2/2026 **Resolution 42.**

SUBJECT
Authorizing the City Manager to submit a grant application in the estimated amount of $3,250,000.00 to the office of the Governor's Public Safety Office for the purpose of funding the FY 2027 Texas Anti-Gang (TAG) program. Funding will be used to pay for costs associated with the operation of the TAG Center, including but not limited to, personnel, rent, contractual obligations, information system interfaces, equipment, training, supplies and direct operating expenses. This grant does not require matching funds. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Public Safety Office (PSO) is soliciting application for preselected projects that support regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities. State funds are authorized under the Texas General Appropriations Act, Article I, Rider 22 and Rider 40 to the Trusteed Programs within the Office of the Governor. All awards are subject to availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

In FY2022 the City of Laredo was awarded grant funding from the Office of the Governor to establish the 9th Texas Anti-Gang (TAG) Center. If approved, this will be the sixth year of operation for the TAG Center. With grant funding, the Laredo TAG Center will continue bringing together resources and all enforcement partnerships to address a major security threat and gap along the South Texas border. Counties along the border continue to be a primary area for gangs and Mexican cartels to operate and engage in serious and violent crime. The Laredo TAG Center will continue targeting gangs and other criminal organizations operating in and affecting the South Texas border region.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Grant

Account #: 229-2331
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
No financial impact until grant is awarded.

RESOLUTION #2026-R-024

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $3,250,000.00 TO THE OFFICE OF THE GOVERNOR'S PUBLIC SAFETY OFFICE FOR THE PURPOSE OF FUNDING THE FY 2027 TEXAS ANTI-GANG (TAG) PROGRAM. FUNDING WILL BE USED TO PAY FOR COSTS ASSOCIATED WITH THE OPERATION OF THE TAG CENTER, INCLUDING BUT NOT LIMITED TO, PERSONNEL, RENT, CONTRACTUAL OBLIGATIONS, INFORMATION SYSTEM INTERFACES, EQUIPMENT, TRAINING, SUPPLIES AND DIRECT OPERATING EXPENSES. THIS GRANT DOES NOT REQUIRE MATCHING FUNDS. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

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

Whereas, the City of Laredo designated Financial Officer is authorized to submit financial and/or programmatic reports or alter this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will apply in the estimated amount of $3,250,000.00 to the Office of the Governor's Public Safety Office to fund the Texas Anti-Gang Program FY2027 to be operated from September 01, 2026 through August 31, 2027; and

Whereas, the City of Laredo will use these funds to directly support and/or enhance a regional, multidisciplinary approach using coordinated gang prevention, intervention and suppression efforts through a Texas Anti-Gang (TAG) Center; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Public Safety Office.

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

Section 1: Authorizing the City Manager to submit a grant application in the estimated amount of $3,250,000.00 to the Office of the Governor's Public Safety Office for the purpose of funding the FY2027 Texas Anti-Gang (TAG) Program. Funding will be used to pay for costs associated with the operation of the TAG Center, including but not limited to, personnel, rent, contractual obligations, information system interfaces, equipment, training, supplies and direct operating expenses. This grant does not require matching funds. The grant will be accounted for in the Special Police Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Name:
Texas Anti-Gang Program, FY2027
Available
01/12/2026
Due Date
03/12/2026
Purpose:
The Public Safety Office (PSO) is soliciting applications for preselected projects that support regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

Available Funding:
State funds are authorized under the Texas General Appropriations Act, Article I, Rider 22 to the Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:
The following units of local government are eligible to apply:

City of El Paso, City of Laredo, City of McAllen, City of North Richland Hills, City of San Antonio, City of Waco, Harris County, Lubbock County, Midland County, and Smith County.

Application Process:
Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding.

*****NEW APPLICATION SUBMISSION REQUIREMENT*****

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **Resolution from Governing Body** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **CEO/Law Enforcement Certifications and Assurances Form** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action
Date
Funding Anouncemtent Release
01/12/2026
Online System Opening Date
01/12/2026
Final Date to Submit and Certify an Application
03/12/2026 at 5:00PM CST
Earliest Project Start Date
09/01/2026
Project Period:
Projects selected for funding must begin on or after September 1, 2026, and expire on or before August 31, 2027.

Funding Levels
Minimum: $20,000

Maximum: None

Match Requirement: None

Standards
Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.
Eligible Activities and Costs
Costs must directly support and/or enhance a regional, multidisciplinary approach using coordinated gang prevention, intervention and suppression efforts through a Texas Anti-Gang (TAG) Center.

Eligible expenses include costs associated with establishment of physical and operational infrastructure for a regional TAG Center such as personnel, contractual costs for building enhancements and information system interfaces, equipment, training, supplies, and direct operating expenses.

Program-Specific Requirements
TAG Centers must:

1. Institute a collaborative working network of collocated multi-jurisdictional anchor agencies and resources;
2. Maintain an Executive Committee through a cooperative working agreement (CWA) of all anchor agencies;
3. Include within the application budget a TAG Administrator position that reports directly to the regional TAG Center Executive Committee; and

4. Designate an individual to participate in a TAG grant program working group, or other group, at the request of PSO.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for

the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to https://sam.gov/).

8. All law enforcement agencies receiving an award under this announcement must agree to comply with TXGANG reporting requirements relating to criminal combinations and criminal street gang

activity, as required by Sec. 61.02, Code of Criminal Procedure.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Aircraft (fixed-wing & rotary-wing);
2. Medical services;
3. Law enforcement equipment that is standard department issue; and
4. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

$TBD

City of Laredo

City Council

Meeting Date: 2/2/2026 **Consent Agenda 43.**

SUBJECT
Consideration to replace burned rental garbage truck for the total amount not to exceed $403,599.55 and use $414,490.22 to purchase equipment for a total of $818,089.77 Funding is available in the Solid Waste fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies): Solid Waste will continue to ensure high quality services that protect the community and environment.
Summary of alignment: Solid Waste commitment to deliver dependable services and making sure equipment is replaced in a timely manner which are important to continue with sanitation services for environmental protection.

PREVIOUS COUNCIL ACTION
Public Hearing approved on January 20th 2026.

BACKGROUND
On June 24, 2025 a total of four (4) garbage trucks caught on fire. Three (3) are Solid Waste and one (1) rental from Big Truck Rental (BTR). Texas Municipal League (TML) concluded that all four (4) trucks were a total loss. The amount to replace the burned rental garbage truck is $403,599.55 and $414,490.22 to purchase equipment.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this equipment buyout be approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste
Account #:	556-2550-534-0405
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Solid Waste Fund.

Address: 4221 W Boy Scout Blvd Suite 400, Tampa, FL 33607

Website: https://bigtruckrental.com/

Contact: (813) 261-0820

11/25/2025

City of Laredo
Attn: Alejandro Benavides

Final Buyout Price for BTR Unit #4024071

Dear Mr. Benavides,

As requested, please find below the final purchase price for BTR unit #**4024071**, for which the City requested a purchase pricing:

Final Buyout Pricing Details

BTR Asset #	Year	Chassis	Body	Unit Type	Final Purchase Price
4024071	2025	Peterbilt	Heil	Side Loader	$403,599.55

This amount reflects the final buyout price for the unit and is good **through March 1, 2026**. If you have any questions or need additional documentation, please do not hesitate to reach out.

We appreciate the opportunity to assist the City of Laredo and look forward to supporting you further.

Thank you,

Brianna Arthur

Cell: **813-928-3635**

Office: **813-252-8681**

Email: **barthur@bigtruckrental.com**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Consent Agenda 44.**

SUBJECT
Motion to approve tax roll adjustments for the month of December 2025. The amounts adjusted represent an increase of $1,867.40 for prior year taxes and a decrease of $13,737.53 for current year taxes. The aggregate adjustment represents a decrease of $15,604.93. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include rollbacks and reflected in General Fund.

PREVIOUS COUNCIL ACTION
Approves tax roll each year.

BACKGROUND

Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approve each month in addition to the tax roll been accepted with adjustments.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: N/A
Supporting goal(s)/policy(ies): N/A
Summary of alignment:N/A

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
Approve motion.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
For the month of December 2025, tax revenues decreased by $15,604.93 in General Fund.

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
16 R 1	.00	.00	.00	9.23-	.00	.00	9.23	.00
16 TOTALS	.00	.00	.00	9.23-	.00	.00	9.23	.00
17 R 1	.00	.00	.00	38.92-	.00	.00	41.59	.00
17 TOTALS	.00	.00	.00	38.92-	.00	.00	41.59	.00
18 R 1	.00	.00	.00	67.62-	.00	.00	69.63	.00
18 TOTALS	.00	.00	.00	67.62-	.00	.00	69.63	.00
19 R 1	.00	.00	.00	82.01-	.00	.00	82.01	.00
19 TOTALS	.00	.00	.00	82.01-	.00	.00	82.01	.00
20 R 1	538.28	.00	.00	47.55-	47.55	.00	47.55	47.55-
20 TOTALS	538.28	.00	.00	47.55-	47.55	.00	47.55	47.55-
21 R 1	1197.49	.00	.00	46.15-	46.15	.00	46.15	46.15-
21 TOTALS	1197.49	.00	.00	46.15-	46.15	.00	46.15	46.15-
22 R 1	2708.09	.00	.00	737.49-	257.23	.00	697.21	783.23-
22 TOTALS	2708.09	.00	.00	737.49-	257.23	.00	697.21	783.23-
23 R 1	5342.62	.00	.00	2686.57-	2247.92	.00	3345.89	4954.96-
23 TOTALS	5342.62	.00	.00	2686.57-	2247.92	.00	3345.89	4954.96-
24 R 1	8707.24	.00	13581.81	16645.58-	4715.20	.00	22329.53	29799.09-
24 TOTALS	8707.24	.00	13581.81	16645.58-	4715.20	.00	22329.53	29799.09-
25 R 1	61193.60	.00	48731.65	74931.13-	14914.28	.00	45570.97	36608.78-
25 TOTALS	61193.60	.00	48731.65	74931.13-	14914.28	.00	45570.97	36608.78-
TOTALS	79687.32	.00	62313.46	95292.25-	22228.33	.00	72239.76	72239.76-

TAX ADJUSTMENTS DECEMBER 2025

	Prior Years Tax Year 2024 and Prior	Current Year Tax Year 2025	Total
+BASE	18,493.72	$ 61,193.60	$ 79,687.32
-BASE	(20,361.12)	$ (74,931.13)	$ (95,292.25)
Total	(1,867.40)	(13,737.53)	**$ (15,604.93)**

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS	NET THIS PERIOD	ENDING BALANCES
			<----------TRANSACTIONS THIS PERIOD ---------->			
	BASE TAX BILLED	2105,069,945.41		15,604.93-	15,604.93-	2105,054,340.48
-	BASE TAX PAID	1989,078,037.44	50,273,577.65	69,017.57-	50,204,560.08	2039,282,597.52
-	BASE PAID FROM DEFERRED					
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-				2,734.03-
=	OUTSTANDING BASE TAX	115,989,173.94				65,769,008.93
	CHARGES LEVIED					
-	CHARGES PAID					
+/-	ADJUSTMENTS TO UNPAID CHARGES					
=	OUTSTANDING CHARGES					
OTHER PAID:						
	PENALTY	27,800,590.20	26,586.70	166.03-	26,420.67	27,827,010.87
	INTEREST	11,836,891.50	38,558.20	492.96	39,051.16	11,875,942.66
	COLLECTION FEE	15,330,668.34	42,562.06	271.14	42,833.20	15,373,501.54
	DISCOUNT					
	UNAPPLIED	57,293.07	213,695.22	16,122.29-	197,572.93	254,866.00
	DEFERRED					
	TOTAL PAID	2044,103,480.55	50,594,979.83	84,541.79-	50,510,438.04	2094,613,918.59

City of Laredo

City Council

Meeting Date: 2/2/2026 **Consent Agenda 45.**

SUBJECT

Consideration to select and negotiate RFQ 2026-006 professional consulting services contract with the top score, Carollo Engineers, Inc., Dallas, TX, for an assessment and optimization study of the City's surface water treatment plants. This assessment will evaluate the performance, efficiency, and condition of the Jefferson Street and El Pico Water Treatment Plants, with a focus on filter assessments, process optimization, reliability, and long-term capital planning for the Utilities Department. The contract term is for one (1) year and is contingent upon annual budget appropriations. The firms that responded to the RFQ and their consensus scores were:

1. Carollo Engineers, Inc. - Score: 1
2. Garver, LLC - Score: 2
3. Ardurra - Score: 3
4. Freese and Nichols, Inc. - Score: 4

The Selection Committee recommends proceeding to scope refinement and fee negotiations with the highest ranked firm, Carollo Engineers, Inc. There is not financial impact at this time.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City received four (4) proposals in response to RFQ 2026-006, issued by the City of Laredo Utilities Department for professional consulting services to conduct a comprehensive assessment and optimization study of the City's two surface water treatment plants (Jefferson Street WTP and El Pico WTP). The RFQ was publicly advertised and posted in accordance with the City's procurement policies and procedures.

The scope of work contemplated under RFQ 2026-006 includes, but is not limited to:

- Detailed evaluation of plant processes, including coagulation, sedimentation, filtration, disinfection, and residuals management;
- Filter condition and performance assessment, including backwash optimization and media evaluation;
- Hydraulic and operational review to identify bottlenecks, vulnerabilities, and efficiency opportunities;
- Assessment of staffing, operations, and maintenance practices to support sustainable performance;
- Development of prioritized recommendations, implementation sequencing, and conceptual-level costs to guide future capital investments.

A Selection Committee reviewed and scored the proposals against the published criteria: (1) Subject Matter Expertise & Key Personnel, (2) Assessment & Optimization Approach, (3) Proven Outcomes on Similar Surface Water Assessments, (4) Familiarity with Laredo Systems, and (5) Capacity & Availability. Based on the consensus scoring, Carollo Engineers, had the highest score.

A Selection Committee reviewed and scored the proposals against the published criteria: (1) Subject Matter Expertise & Key Personnel, (2) Assessment & Optimization Approach, (3) Proven Outcomes on Similar Surface Water Assessments, (4) Familiarity with Laredo Systems, and (5) Capacity & Availability. Based on the consensus scoring, Carollo Engineers, had the highest score.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate - Indirectly supports or contributes to the intent of a verbatim goal or policy from the Viva Laredo Plan.

Moderate - Indirectly supports or contributes to the intent of a verbatim goal or policy from the Viva Laredo Plan.

Supporting goal(s)/policy(ies): Relevant themes from the Viva Laredo Plan that connect to this agenda item include:

• The Plan’s overarching vision that Laredo will “improve the health of its residents, improve affordability, and upgrade its quality of life” through strategic public investments and infrastructure improvements.

Relevance: Ensuring reliable, high-quality drinking water through optimized treatment plant performance directly supports public health and quality of life and can help mitigate long-term costs.

•Emphasis on “Infrastructure; Environmental and Natural Resources … Technology and Communications” as focus areas for community planning and investment.
Relevance: This agenda item addresses critical water infrastructure and leverages technical assessment and process optimization to modernize utility operations.

•The comprehensive plan’s role in establishing priorities for public-sector action related to physical and economic development.
Relevance: Evaluating and upgrading core utility infrastructure is a foundational public-sector action that underpins sustainable growth and economic resilience.

Summary of alignment:
The proposed assessment and optimization study is a forward-looking initiative that will position the City to:

•Improve the performance, reliability, and regulatory resilience of its water treatment plants;

•Identify cost-effective capital and operational improvements;

•Support long-term sustainability, environmental stewardship, and service quality for residents and businesses.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that City Council authorize staff to select and negotiate a professional consulting services contract under RFQ 2026-006 with the top score, Carollo Engineers, Inc. for the surface water treatment plant assessment and optimization study, and to return to Council for final contract award upon completion of negotiations.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2024 Water Revenue Bond
Account #:	557-9884-535-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
None - The anticipated cost of the professional consulting services will be funded within the existing approved budget appropriations for the Utilities Department’s capital program.

RFQ 2026-006: Water Treatment Plants Assessment and Optimization Study & O
Call Technical Support – Utilities Department

TOTALS

Signature Tareq Al-Zabet

Return completed Evaluation Sheet to Purchasing for tabulation.

		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Freese & Nichols	Carollo Engineering	Garver	Ardurra Group	
Subject Matter Expertise and Key Personnel.	35	25	35	30	25	
Assessment and Optimization Approach.	20	20	20	15	15	
Proven Outcomes on Similar Surface Water Assessments.	20	15	20	20	15	
Familiarity with Laredo Systems.	10	5	10	10	10	
Capacity and Availability.	15	15	15	15	15	
TOTAL POINTS	*100*	80	95	90	80	
Member Recommendation:						

Comments:
These scores were rated based on reviewing the technical proposals, interviews, deliberation and to our best technical judgement

RFQ 2026-006: Water Treatment Plants Assessment and Optimization Study & On Call Technical Support – Utilities Department

Sheila Serna

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Freese & Nichols	Carollo Engineering	Garver	Ardurra Group	
Subject Matter Expertise and Key Personnel.	35	30	35	35	25	
Assessment and Optimization Approach.	20	15	20	15	15	
Proven Outcomes on Similar Surface Water Assessments.	20	15	15	15	15	
Familiarity with Laredo Systems.	10	5	10	10	10	
Capacity and Availability.	15	10	15	15	10	
TOTAL POINTS	*100*	*75*	*95*	*90*	*75*	
Member Recommendation:	Carollo					

Comments: Based on the interviews conducted after the RFQ reviews and the responses provided during the conversations with the top-ranked bidders, my recommendation is to proceed with Carollo.

RFQ 2026-006: Water Treatment Plants Assessment and Optimization Study & On Call Technical Support – Utilities Department

Tareq Al-Zabet

Signature Tareq Al-Zabet

Return completed Evaluation Sheet to Purchasing for tabulation.

	Firms Listed in Alphabetical Order					
Evaluation Criteria	MAXIMUM RATING *	Freese & Nichols	Carollo Engineering	Garver	Ardurra Group	
Subject Matter Expertise and Key Personnel.	35	30	35	30	25	
Assessment and Optimization Approach.	20	15	20	20	15	
Proven Outcomes on Similar Surface Water Assessments.	20	15	20	20	15	
Familiarity with Laredo Systems.	10	5	10	10	10	
Capacity and Availability.	15	15	10	10	10	
TOTAL POINTS	*100*	80	95	90	75	
Member Recommendation:						

Comments: Carollo has demonstrated that they have the right experitse, technical and practical knowledge, research capacity and advanced systems

RFQ 2026-006: Water Treatment Plants Assessment and Optimization Study & On Call Technical Support – Utilities Department

Rolando Santos

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

	Firms Listed in Alphabetical Order					
Evaluation Criteria	MAXIMUM RATING *	Freese & Nichols	Carollo Engineering	Garver	Ardurra Group	
Subject Matter Expertise and Key Personnel.	35	30	35	35	30	
Assessment and Optimization Approach.	20	20	20	15	20	
Proven Outcomes on Similar Surface Water Assessments.	20	20	15	15	20	
Familiarity with Laredo Systems.	10	0	10	10	10	
Capacity and Availability.	15	15	15	15	15	
TOTAL POINTS	*100*	*85*	*95*	*90*	*95*	
Member Recommendation:						

Comments:

Good morning. It is in the best intrest of the city that we pursue the contract with Carollo Engineering. They will not only help us with issues and preventative maintenance, but will make a great product even better.

RFQ 2026-006: Water Treatment Plants Assessment and Optimization Study & On Call Technical Support – Utilities Department

Signature J. Montemayor Jr

Javier Montemayor Jr

Return completed Evaluation Sheet to Purchasing for tabulation.

		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Freese & Nichols	Carollo Engineering	Garver	Ardurra Group	
Subject Matter Expertise and Key Personnel.	35	15	30	25	20	
Assessment and Optimization Approach.	20	20	20	15	10	
Proven Outcomes on Similar Surface Water Assessments.	20	15	20	20	10	
Familiarity with Laredo Systems.	10	10	10	10	10	
Capacity and Availability.	15	15	15	15	15	
TOTAL POINTS	*100*	75	*95*	85	65	
Member Recommendation:					J. Montemayor	

Comments: Best qualified based experience, knowledge .

City of Laredo

City Council

Meeting Date: 2/2/2026 **Consent Agenda 46.**

SUBJECT
Consideration to authorize the City Manager to negotiate and execute a contract RFP#2026-022 with Anubis Engineering, Inc. for project management and program management support services for Utilities Department Water and Wastewater capital improvement projects in an amount not to exceed $470,100.00. The initial term of the contract shall be for one year from the date of execution with the option to renew for up to three additional one-year periods subject to mutual agreement and the availability of appropriated funds. Funding is available in the Waterworks Fund - 2024 Water Revenue Bond.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Utilities Department issued Request for Proposals RFP No. 2026-022 to procure professional project management and program management support services for water and wastewater capital improvement projects. The purpose of this contract is to strengthen delivery of the Utilities capital improvement program by improving schedule and cost performance standardizing project management practices expanding project controls and performance reporting and supporting continuous improvement of internal processes.
These services are intended to supplement Utilities Department engineering and CIP project management capacity and provide portfolio level oversight controls and reporting. The consultant will coordinate closely with Utility staff and with the Project Engineers of Record firms assigned to individual projects. The selected firm will not perform services that duplicate or conflict with the contractual responsibilities of those engineering firms. Work will be authorized and managed on an as needed basis through task directives or task orders to control scope level of effort and budget.
Proposals were received and evaluated in accordance with the published best value criteria and weighting identified in the solicitation. Based on the evaluation Anubis Engineering, Inc. is recommended as the best value proposer for award.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate

Summary of alignment:
This action supports reliable delivery of water and wastewater infrastructure strengthens accountability and transparency through standardized reporting and improves operational effectiveness through project controls and process improvement.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION
Staff recommends that City Council authorize the City Manager to execute a professional services agreement with Anubis Engineering, Inc. for project management and program management support services for Utilities Department water and wastewater capital improvement projects in an amount not to exceed $470,100 for the initial one year term with the option to renew for up to two additional one year periods subject to mutual agreement and the availability of appropriated funds and to execute all related documents subject to legal review.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2024 Water revenue
Account #:	557-9884-533-5526
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
The anticipated cost of these professional services will be funded within existing approved budget appropriations for the Utilities Department. No additional budget appropriation is requested with this action.

Sections	Criteria	Max Points	Anubis Engineering Inc	Adippsa USA
I	Technical Approach and Methodology	25	20	15
II	Relevant Firm Experience	25	20	15
III	Key Personnel Qualifications	20	20	15
IV	Understanding of Utilities Department Needs & Local Conditions	15	15	10
V	Costing and Value	10	5	5
VI	Overall Quality and Completeness of Proposal and Interviews	5	5	5
Total		100	85	65

RFP 2026-022

Anubis Engineering, Inc.

Supplier Response

Event Information

Number:	RFP 2026-022
Title:	RFP 2026-022: Project Management and Program Management Support Services City of Laredo Utilities Department
Type:	Request For Proposal
Issue Date:	11/25/2025
Deadline:	12/16/2025 05:00 PM (CT)
Notes:	**The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered proposals will also be accepted. If submitting in person, proposals will also be received at City Hall.** **Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not**

responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

******If the bidder submits both an electronic proposal and a properly completed manual proposal, the Purchasing Division will use the electronic proposal. If the bidder submits an electronic proposal and a manual proposal that is not complete, the Purchasing Division will use the electronic proposal.**********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Anubis Engineering, Inc. Information

Contact: Joshua Berryhill
Address: 4901 S. McColl Rd
Edinburg, TX 78539
Phone: (325) 513-2338
Email: joshua.berryhill@anubis-eng.com
Web Address: anubis-eng.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Joshua L. Berryhill
Signature

joshua.berryhill@anubis-eng.com
Email

Submitted at 12/16/2025 04:56:38 PM (CT)

Response Attachments

Appendix A - Anubis PM Experience.pdf

Appendix A - Anubis Project and Program Management Experience

Appendix B - Anubis Funding Experience.pdf

Appendix B - Anubis Funding Experience

Appendix C - Anubis Desal Experience.pdf

Appendix C - Anubis Desalination Experience

Appendix D - Anubis Water Treatment Experience.pdf

Appendix D - Anubis Water Treatment Experience

Appendix E - Anubis Wastewater Treatment Experience.pdf

Appendix E - Anubis Wastewater Treatment Experience

Appendix F - Anubis Reuse Experience.pdf

Appendix F - Anubis Reuse Experience

Appendix G - Anubis Permitting Experience.pdf

Appendix G - Anubis Permitting Experience

Appendix I - Anubis at a Glance Brochure.pdf

Appendix I - Anubis at a Glance Brochure

Appendix J - RFP 2026-022 Exhibit A - Cost Proposal Form.pdf

Appendix J - RFP 2026-022 Exhibit A: Cost Proposal Form - Completed

Laredo Project and Program Management RFP - Anubis Engineering SOQ (full proposal).pdf

Statement of Qualifications (full proposal) from Anubis Engineering for Laredo Project and Program Management Support Services RFP

Appendix H - Anubis Key Professional Resumes - Full Resumes.pdf

Appendix H - Anubis Key Professional Resumes (full resumes)

Section I - Technical Approach and Methodology (extraction from full proposal).pdf

Section I - Technical Approach and Methodology (extraction from full proposal)

Section II - Relevant Firm Experience (extraction from full proposal).pdf

Section II - Relevant Firm Experience (extraction from full proposal)

Section III - Key Personnel Qualifications (extraction from full proposal).pdf

Section III - Key Personnel Qualifications (extraction from full proposal)

Section IV - Understanding of Utilities Department Needs (extraction from full proposal).pdf

Section IV - Understanding of Utilities Department Needs (extraction from full proposal)

Section V - Costing and Value (extraction from full proposal).pdf

Section V - Costing and Value (extraction from full proposal)

Business Information Questionnaire - Anubis Engineering.pdf

Business Information Questionnaire - Anubis Engineering

Conflict of Interest Questionnaire - Anubis Engineering.pdf

Conflict of Interest Questionnaire - Anubis Engineering

Non-Collusive Affidavit Form - Anubis Engineering.pdf

Non-Collusive Affidavit Form - Anubis Engineering

Discretionary Contracts Disclosure - Anubis Engineering.pdf

Discretionary Contracts Disclosure - Anubis Engineering

Form 1295 - Certificate of Interested Parties - Anubis Engineering.pdf

Form 1295 - Certificate of Interested Parties - Anubis Engineering

Bidder Information Questionnaire - Anubis Engineering.pdf

Bidder Information Questionnaire - Anubis Engineering

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Anubis Engineering, Inc.- Joshua L. Berryhill - Mobile Telephone: (325) 513-2338
3	**State how long under has the business been in its present business name** Anubis Engineering was founded in October 2024 and has been operating for fourteen (14) months
4	**If applicable, list all other names under which the Business identified above operated in the last five years** Anubis Engineering
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? Anubis Engineering: 1) has no current or pending litigation. 2) has not been declared " non-responsive" for the purpose of any contract award. 3) has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting. 4) is not subject to any pending proceedings relating to business responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract. 5) is not involved in any enforcement actions concerning its rights under a surety agreement.
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? Anubis Engineering: 1) is not subject to any arrears under any contract or debt. 2) has not been a defaulter, whether as a principal, surety, or otherwise. 3) is not subject to any liquidated damages or penalty provisions for failure to complete work or for any other reason.
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Joshua L. Berryhill
14	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Contract: RFP 2026-022: Project Management and Program Management Support Services Originating Department: City of Laredo Utilities Department
15	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Anubis Engineering, Inc.
16	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
18	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
20	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

24 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

25 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

28 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

29 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

30	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1)Joshua L. Berryhill, 2) President and CEO, 3) Anubis Engineering, Inc., 4) 12/16/2025
31	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
32	**Company Information Questionnaire** ☑ I have completed this section
33	**Conflict of Interest Questionnaire** ☑ I have completed this section
34	**Non-Collusive Affidavit** ☑ I have completed and included this form
35	**Discretionary Contracts Disclosure** ☑ I have completed this section
36	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☑ I will comply with this form

37 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

38 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

39 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Anubis Engineering, Inc. acknowledges the City of Laredo 2018-O-175 ordinance.

40 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

41 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of

any material change in th_ ısurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:
Insurance Requirements
The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.

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

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

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

(j) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of $1,000.000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to

General Liability and Auto[illegible]bile Liability. The additional insured for [illegible]eral Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

42 **Contract Requirements**

1.**CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 **PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

43 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and

specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.
8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP

shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred. an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

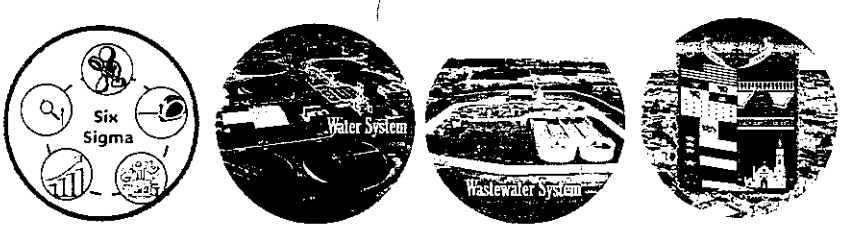
TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

44	**Section I: Technical Approach and Methodology (25 Points)** Evaluation Focus Quality and clarity of the project and program management approach. Integration of cost tracking, schedule management, risk management, change management, and reporting. Use of recognized project management frameworks and tools. *********Documentation can be uploaded on to Cit-E-Bid********** ☑ Yes
45	**Section II: Relevant Firm Experience (25Points)** Evaluation Focus Documented success delivering project management and program management support for water and wastewater utilities or similar public infrastructure programs. Experience with capital improvement programs and multiple concurrent projects. Experience with public sector clients in Texas or comparable settings. *********Documentation can be uploaded on to Cit-E-Bid********** ☑ Yes
46	**Section III: Key Personnel Qualifications (20 Points)** Evaluation Focus Experience and credentials of the proposed project manager and key staff. Professional licenses and certifications such as Project Management Professional, professional engineer, and Lean or Six Sigma. Staff availability and commitment to this contract. *********Documentation can be uploaded on to Cit-E-Bid********** ☑ Yes
47	**Section IV: Understanding of Utilities Department Needs and Local Conditions (15 Points)** Evaluation Focus Demonstrated understanding of Utilities Department priorities and constraints. Awareness of local conditions, regulatory context, and coordination needs. Quality of proposed communication and coordination plan. *********Documentation can be uploaded on to Cit-E-Bid********** ☑ Yes

48	**Section V: Costing and Value (10 Points)** Evaluation Focus Competitiveness of hourly rates and any flat rate offerings. Clarity and transparency of the Cost Sheet and pricing assumptions including any performance based elements. Overall value considering cost in relation to qualifications and approach. **Refer to Exhibit A Cost Proposal Form** ***********Documentation can be uploaded on to Cit-E-Bid************** ☑ Yes
49	**Section VI: Overall Quality and Completeness of Proposal and Interviews (5 Points)** Evaluation Focus Organization, clarity, and responsiveness to this request for proposals. Quality of interview or presentation if requested. ***********Documentation can be uploaded on to Cit-E-Bid************** ☑ Yes

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



I. STATEMENT OF INTEREST

December 16, 2025
City of Laredo, Texas
1110 Houston Street
Laredo, Texas 78040
Attention: Mario I. Maldonado Jr.

SUBJECT: Request for Proposal for Project Management and Program Management Support Services.

Dear Mr. Maldonado,

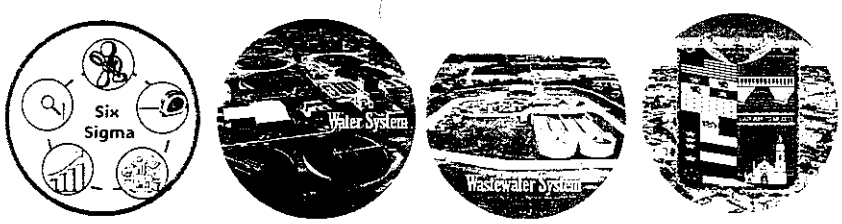
Anubis Engineering, Inc. (Anubis) appreciates the opportunity to submit our qualifications to the City of Laredo, Texas for consideration in providing Project Management and Program Management Support Services for Water and Wastewater Capital Improvement Projects. Although Anubis has been incorporated for just over a year, our leadership has been supporting municipal utilities throughout South Texas for more than 20 years and promoted total quality management by integrating a combined 40+ years of experience on multicultural worldwide project and program management, strategic planning, and operational excellence in large scale-projects, earning a strong reputation for delivering reliable, practical, and forward-thinking solutions tailored to the needs of communities facing water scarcity, aging infrastructure, and significant regulatory and operational challenges.

Our team brings a deep understanding of the region's chronic drought conditions, hydrologic limitations, and rapid population growth, as well as extensive experience in project and program management, water and wastewater technical skills, multiple different project delivery methods experience, and utility operations, optimization and support. We are committed to helping the City of Laredo develop, standardize, enhance, report and expand its Capital Improvements Program to build a more resilient, sustainable water and wastewater future for the City and its residents.

At Anubis, our success is grounded in an unwavering commitment to our clients. Our engineering and management team excels at translating City needs into practical, results-driven utility improvement programs, combining local insight with a disciplined project management approach enhanced by continuous innovation and the usage of diverse, feasible technologies. We understand the challenges Laredo faces, from aging infrastructure, regulatory compliance, budget limitations, and resource constraints to rapid growth, and we are committed to working closely with City staff to overcome these challenges using practical, cost-effective, and scalable solutions.

We partner with your team at every stage of project development from overall portfolio management to hands-on support of City staff in working with your current consultants during planning, pilot testing, design, procurement, permitting, construction, and commissioning.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our goal is to avoid duplication of engineering efforts - instead, we intend to operate as an extension of your team, to augment your team's current capabilities.

Anubis provides the City with a customized management approach founded on knowledge transfer, quality management principles, risk mitigation, and clear communication strategies, ensuring that all contractual deliverables are met while safeguarding the City's utility budget and protecting the financial interests of Laredo's residents and businesses.

Our team combines management expertise, technical capability, regulatory understanding, and funding proficiency to help clients secure the resources needed to launch critical projects. Collectively, our personnel have supported more than 230 water and wastewater facilities across Texas, including over 50 municipal and industrial desalination projects, and we have helped clients obtain more than $800 million in financial assistance through state and federal programs. In response to increasingly compressed project timelines, our team also excels in alternative project delivery methods, including DB, PDB, CM, CMAR, and P3, in addition to traditional design-bid-build approaches. Anubis is fully prepared to support the City of Laredo using whichever delivery method is the best fit for each project.

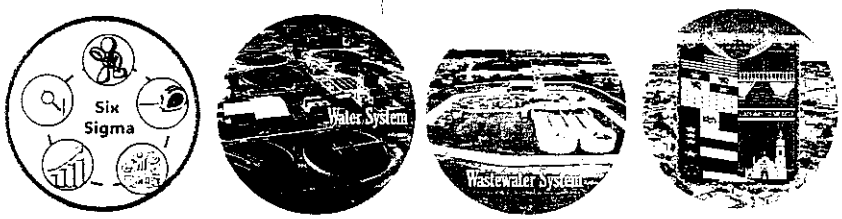
Beyond traditional engineering services, Anubis is equipped to support utilities with effective and efficient project oversight, ensuring all projects remain fully aligned with the Utilities Department's strategy, performance metrics, and delivery expectations. Our team helps synchronize scope, schedule, and budget across multiple engineering partners to ensure projects are delivered on time, within budget, and in accordance with the City's long-term objectives. I will be the main point of contact to the City of Laredo and can be reached for at: Anubis Engineering, Inc., 4901 S. McColl Rd, Edinburg, TX 78539; Office Telephone: (956) 878-1900, Mobile Telephone: (325) 513-2338, Email: joshua.berryhill@anubis-eng.com.

Choosing Anubis means selecting a partner that not only understands the complexities of the City of Laredo's current challenges, but also knows how to transform them into long-term, dependable solutions. Our team is prepared and honored to help Laredo secure its future, protect its water resources, and achieve true water security through expertise, innovation, and an unwavering commitment to partnership.

Sincerely,

Anubis Engineering, Inc.

Joshua L. Berryhill, P.E.
President / CEO



II. SUMMARY OF QUALIFICATIONS

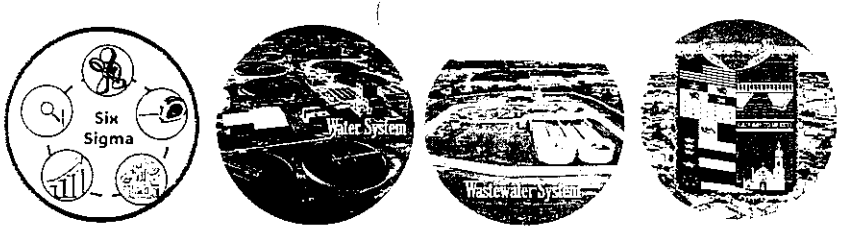
Anubis Engineering, Inc. (Anubis) is a multidisciplinary water and wastewater engineering firm dedicated to helping South Texas communities plan, fund, build, and operate resilient utility infrastructure. While Anubis was formally incorporated in 2024, our leadership and senior staff bring more than **40 years of combined project and program management**, water and wastewater engineering, regulatory, and operational experience, with a long track record of supporting municipal, industrial, and regional utility systems across South Texas. Our work has consistently focused on the real-world challenges facing utilities in this region, chronic drought, limited water supply, aging infrastructure, rapid growth, and increasing regulatory pressure.

Anubis offers a full suite of end-to-end engineering and utility support services, including engineering planning, design, permitting, procurement, pilot testing, in-house compliance laboratory set up, construction management, commissioning, operator training, troubleshooting, compliance support, QA/QC, operations and maintenance guidance, information management, and process technology development. This holistic capability allows us to mentor and coach utilities through every phase of the project lifecycle, enabling them with the ability to monitor and track their capital portfolio appropriately.

Our greatest value, however, **lies in our project and program management expertise.** With experience delivering more than 230 water and wastewater projects across Texas and assisting clients in securing over $800 million in state and federal financial assistance, Anubis understands how to **identify the right projects, define achievable scope, build realistic schedules, secure funding, and guide complex portfolios to completion.** We specialize in helping utilities **strategically structure their capital programs** so they can keep pace with regional growth, respond to increasing service demands, and maximize the value of every infrastructure investment.

For the City of Laredo, we bring the experience and discipline necessary to help the Utilities Department:

- **Plan and prioritize** projects based on risk, regulatory drivers, and long-term system needs.
- **Align funding opportunities** with project identification and prioritization so capital improvements are financially achievable.
- **Define accurate and attainable scope, budgets, and timelines**, avoiding costly redesigns, and delays.
- **Manage multiple engineering partners**, ensuring alignment with utility standards, and on-time deliverables.

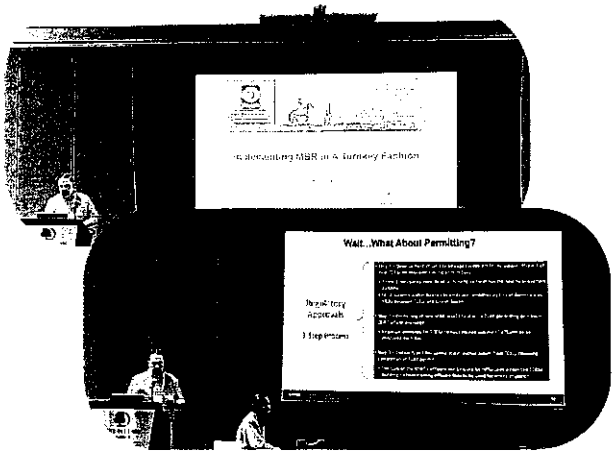


- **Mitigate project risk** by managing resources, schedules, cost exposure, and stakeholder communication.
- **Support construction and post-construction needs**, including commissioning, training, troubleshooting, and compliance support to ensure contract compliance and long-term asset performance.

Beyond traditional municipal work, Anubis is also advancing innovative water strategies for emerging industries in South Texas. Our team has supported water reuse and advanced treatment initiatives for data centers, cryptocurrency facilities, green hydrogen projects, and public-private partnerships (P3s), developing, troubleshooting and managing solutions that minimize impacts to municipal supplies and expand regional water reliability. Whether the project involves conventional treatment, membrane systems, desalination, wastewater reuse, or aquifer storage and recovery (ASR), **our team has the technical depth and management capability** to guide clients through even the most complex challenges.

Under the leadership of **Joshua L. Berryhill, P.E., President/CEO**, Anubis ensures that every client receives hands-on involvement from experienced professionals. Mr. Berryhill will serve as the primary point of contact and project manager, personally supporting key presentations, negotiations, strategy sessions, and critical project milestones to ensure project success.

Anubis is committed to being a long-term partner to the City of Laredo, **helping the Utilities Department plan confidently, invest wisely, and deliver a resilient water and wastewater future** through disciplined **project management, technical excellence, and innovative problem-solving.**

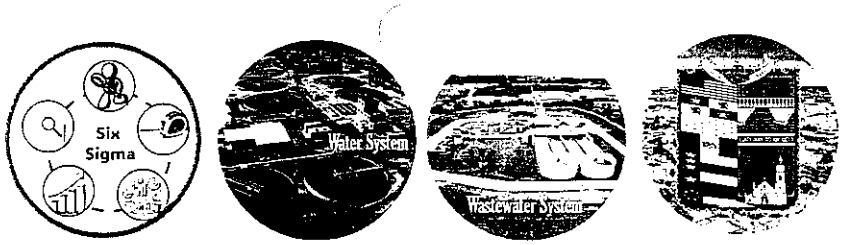


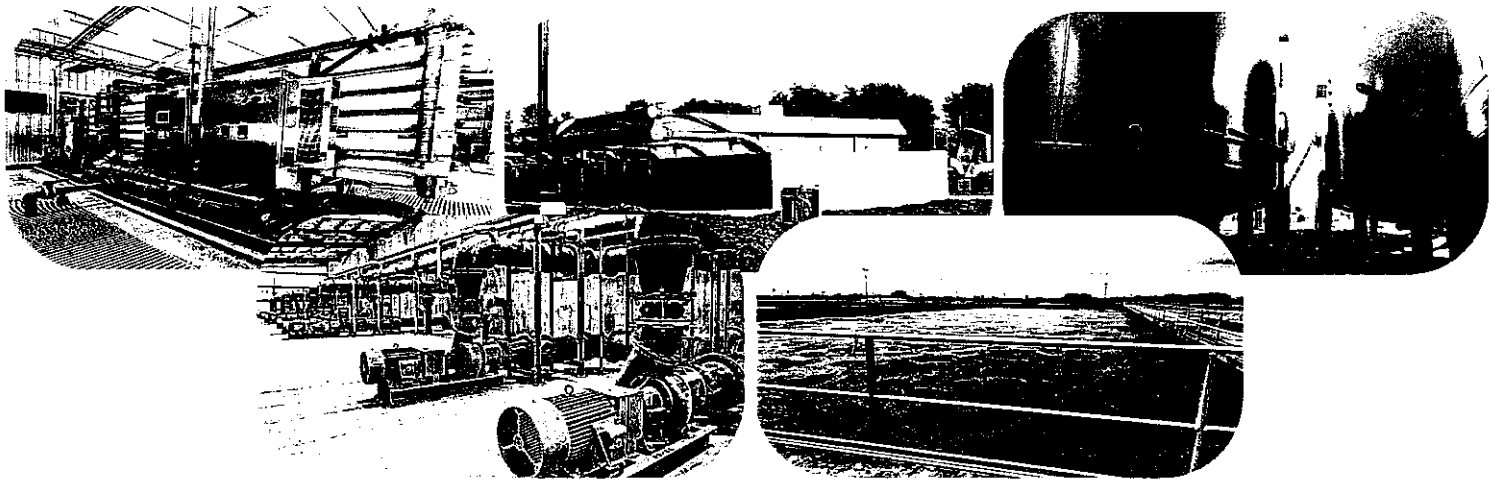
Anubis is led by industry veteran **Joshua L. Berryhill**, P.E., who brings over **22 years** of deep **technical expertise** and leadership to the **Texas and Arkansas** markets, as well as providing technical support throughout the United States. In this photo, Mr. Berryhill is sharing the implementation of a Membrane Bioreactor system in a turnkey fashion at the **SCMA 2025 annual conference** in Abilene, Texas.

Anubis Engineering has no current or pending litigation.

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

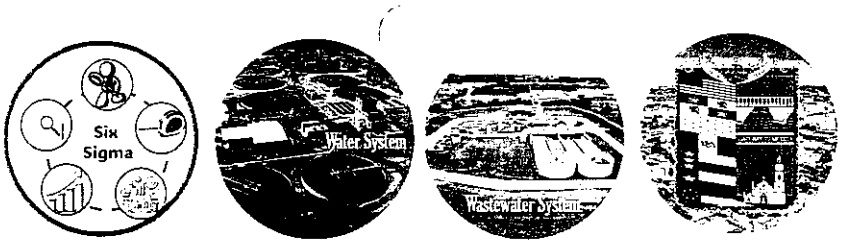


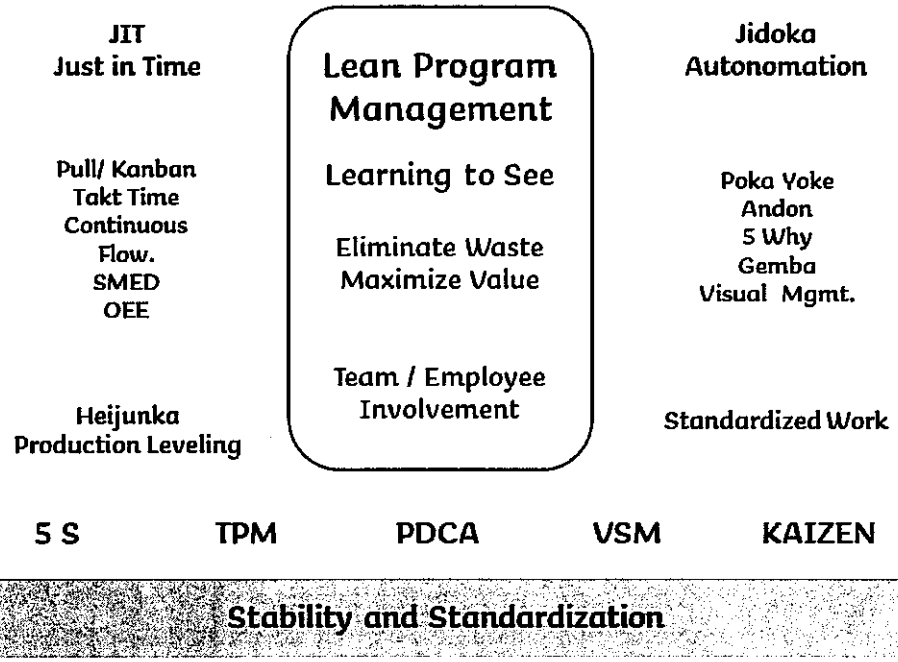


With a portfolio of 230+ successfully managed and delivered projects, Mr. Berryhill has helped shape some of the most advanced water treatment, reuse, and radionuclide reduction systems in Texas, including cutting-edge membrane filtration and desalination facilities. Beyond use of advanced technologies however, Mr. Berryhill has extensive experience in working with all forms of treatment technology, including identifying opportunities to optimize performance for even 50-70 year old conventional treatment facilities throughout Texas.

Choosing Anubis means selecting a partner that not only understands the complexities of the City of Laredo's current challenges, but also knows how to transform them into long-term, dependable solutions while strengthening Laredo's Utility Department systems, people, and long-term capacity.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

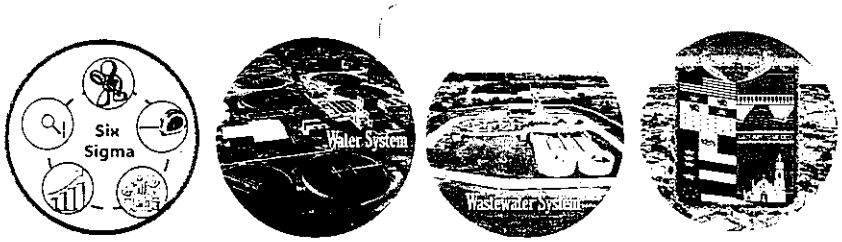




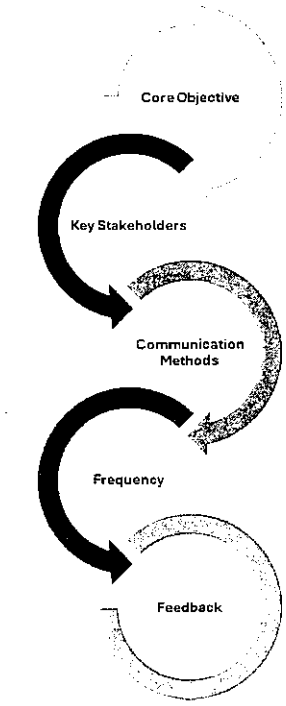
COMMUNICATION STRATEGY AND STAKEHOLDER ENGAGEMENT

At Anubis Engineering, we recognize that successful Project and Program Management extends far beyond methodology, tools, and technical expertise. While having the right ideas, knowledge, discipline, and frameworks is essential, project success ultimately depends on how effectively information is communicated, clearly - timely, and appropriately - to the right audience.

Effective communication is the mechanism that transforms plans into action, aligns stakeholders, mitigates risk, and sustains momentum. Just as importantly, it is a key driver of morale, trust, and collaboration, resulting in satisfied clients and highly engaged project teams. A well-informed team is a confident team, and confident teams deliver successful projects.



To preserve and reinforce our integrated strategy, Anubis Engineering has developed a structured yet flexible Communication Management Process that supports the City of Laredo Utilities Department across all project, program, and portfolio activities.



Our communication process is designed to ensure consistency, clarity, accountability, and continuous improvement throughout the project lifecycle:

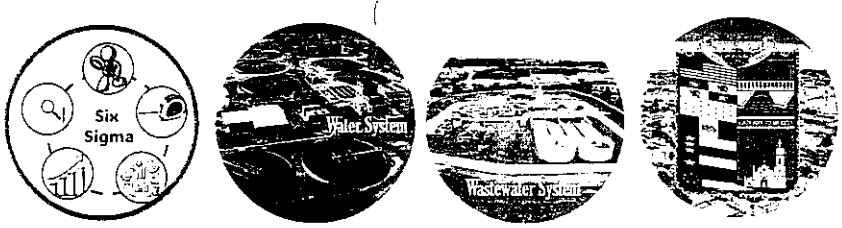
1. Identify Core Objectives

   We begin by clearly defining the purpose of each communication effort. This includes identifying the core message to be conveyed, the desired outcome, and the level of detail required to support informed decision-making. Every communication is intentional and aligned with project and program objectives.

2. Identify Stakeholders and Define Roles

   Anubis works collaboratively with the City of Laredo Utilities Department to identify all internal and external stakeholders and establish a RACI Matrix (Responsible, Accountable, Consulted, Informed). This ensures:

   - Clear ownership of decisions and actions,
   - Agreed-upon levels of involvement,
   - Defined escalation paths, and
   - Alignment on communication responsibilities across the project team.



RACI Matrix

People	Responsible	Accountable	Consulted
Arduna Project Leader			
Arduna Project Leader			
Arduna Project Engineer			
Tunnel Contractor			
Tunnel Specialist			
Tunnel Operator			
City of Laredo Utilities Department			
City of Laredo Planning Staff			
City of Laredo Utilities Manager			
Placeholder			

3. Establish Communication Methods

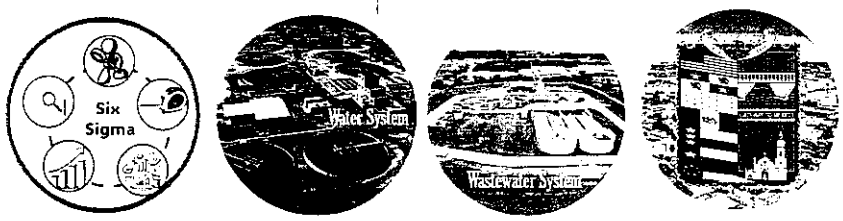
We select communication channels that best fit the audience and the message, recognizing that different stakeholders require different forums. Communication methods may include in-person meetings, virtual meetings, dashboards, emails, phone calls, or text messages. Feedback from the City of Laredo Utilities Department and project teams is actively incorporated to ensure the chosen forums are effective, accessible, and well received.

4. Develop a Communication Schedule

Anubis establishes a structured communication cadence tailored to project needs and priorities. This may include:

- Daily stand-up meetings for active coordination,
- Weekly project team meetings,
- Monthly stakeholder and executive updates,
- Ad hoc communications for urgent issues or decision points.

The frequency and format of communication are intentionally scaled to the urgency and complexity of the message.



5. Execute the Communication Plan

   Once established, the communication plan is executed with discipline and consistency. Anubis ensures that agreed-upon communication protocols are followed, information is accurate and timely, and messaging remains aligned with project status, risks, and priorities.

6. Evaluate Effectiveness and Gather Feedback

   Communication effectiveness is continuously evaluated. Feedback from the City, stakeholders, and project teams is actively solicited to identify opportunities for improvement. Lessons learned are incorporated into ongoing communication practices, reinforcing a continuous improvement mindset.

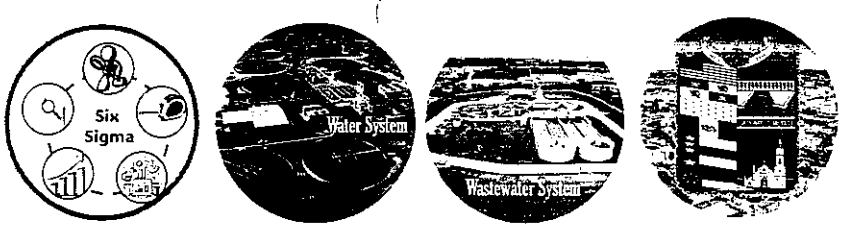
   This communication strategy is not a standalone function; it is the foundation that connects and sustains Anubis Engineering's full Project and Program Management methodology. Through effective communication, we enable the successful integration of:

   - Project and Program Management frameworks,
   - Six Sigma DMAIC methodology,
   - Change and Risk Management,
   - Lean Improvement and "learning-to-see" culture, and
   - The 3E morale philosophy - Engage, Empower, and Encourage.

   By placing communication as the foundation of our approach, Anubis ensures that strategy, execution, and culture move forward together - clearly, confidently, and collaboratively.

   Anubis Engineering is committed to augmenting the City of Laredo Utilities Department's engineering function by providing seasoned project, program, and portfolio management expertise, supported by deep technical knowledge across water and wastewater systems. We are here to guide, support, and collaborate at every stage of your projects - ensuring alignment, transparency, and shared success.

   Our goal is simple: deliver successful projects, build strong teams, and create lasting value for the City of Laredo Utilities Department and its community through clear communication, disciplined execution, and trusted partnership.



XV. COSTING AND COMPENSATION STRUCTURE PROPOSAL

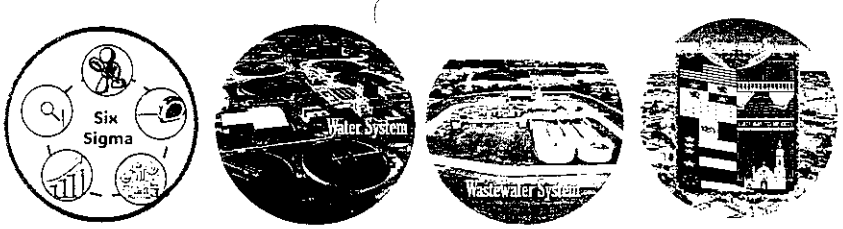
Anubis further understands that the services outlined in this RFP extend beyond the management of existing projects and resources. The requested support encompasses the development and execution of a capital improvement portfolio, as well as comprehensive water and wastewater engineering function support across the full project lifecycle, including planning, design, procurement, construction, and project closeout. This breadth of responsibility requires flexibility, scalability, and access to experienced professionals who can adapt to evolving priorities and workload demands.

To support transparency while maintaining flexibility, Anubis proposes an hourly rate structure by role and level of responsibility. This approach allows the City of Laredo Utilities Department to clearly understand how resources are allocated, ensures alignment between effort and cost, and provides the ability to scale support up or down as project needs evolve. It also positions both the City and Anubis to collaboratively refine staffing strategies as priorities shift within the capital portfolio.

Anubis believe that this proposed rate structure is the foundation for an open and collaborative discussion. We welcome the opportunity to further align on expectations, workload assumptions, and service levels to ensure a fair, competitive, and value-driven compensation model that supports the City's long-term utility objectives while delivering projects on time and within budget.

Please review the following page for Anubis Engineering Hourly Rate for the Project and Program Management Support Services.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

CITY OF LAREDO UTILITIES DEPARTMENT

PROJECT AND PROGRAM MANAGEMENT SUPPORT SERVICES

HOURLY CHARGES FOR PROFESSIONAL SERVICES (2025)

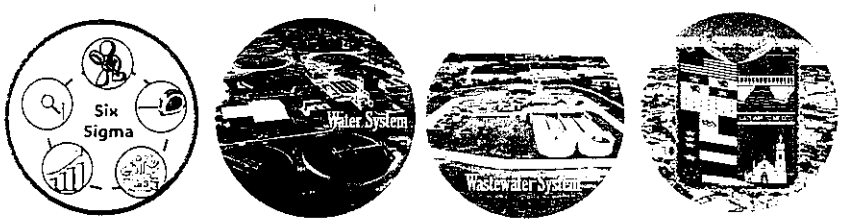
Prepared by: JLB

Date: 12/16/2025

Hourly Rate Schedule			
Labor / Title Category	Year Progression		
	2026	2027	2028
Project Prinpical	$200	$206	$216
Senior Project Manager	$175	$180	$189
Project Manager	$150	$155	$162
Senior Engineer	$140	$144	$151
Project Engineer	$125	$129	$135
Staff Engineer	$110	$113	$119
RPLS	$150	$155	$162
Construction / Commissioning Manager	$150	$155	$162
Engineer Field Technician	$125	$129	$135
Survey Tech	$75	$77	$81
CAD	$125	$129	$135
Administrative	$50	$52	$54
Survey Party (3 Resources)	$200	$206	$216

Expense Items	
Consultants, Contractors & Supplies	Cost plus 5%
Travel (out of town only)	Current IRS per mile
Lodging and meals (out of town trips)	Actual Cost

Charges include all salaries, salary expense, overhead, and profit.



XXXI. APPENDIX J – RFP 2026-022 "EXHIBIT A: COST PROPOSAL FORM" COMPLETED

Refer to the following page.

Exhibit A – Cost Proposal Form

COST SHEET TEMPLATE -**Anubis Engineering is providing an Hourly Rate Schedule within this RFP**

Attach and require proposers to complete this exhibit as part of the Cost Proposal.

A. HOURLY RATE SCHEDULE

Use one row per labor category and staff member if known.

Columns

1. Labor category or title
2. Staff name if known
3. Hourly rate year one
4. Hourly rate year two
5. Hourly rate year three

Example layout

Labor category or title:
Staff name:
Hourly rate year one:
Hourly rate year two:
Hourly rate year three:

(repeat rows as needed)

B. FLAT RATE AND TASK BASED PRICING - None

List any proposed flat rate services. If none are proposed write "none".

Columns

1. Task name or description
2. Assumptions and key inclusions
3. Lump sum flat fee
4. Expected duration in calendar days
5. Key deliverables

Example layout

Task name or description:
Assumptions and key inclusions:
Lump sum flat fee:
Expected duration in calendar days:
Key deliverables:

(repeat rows as needed)

C. PERFORMANCE BASED AND OTHER COST STRUCTURES - None

List any performance-based elements, blended rate options, retainers, or other allowed cost structures. If none are proposed write "none".

Columns

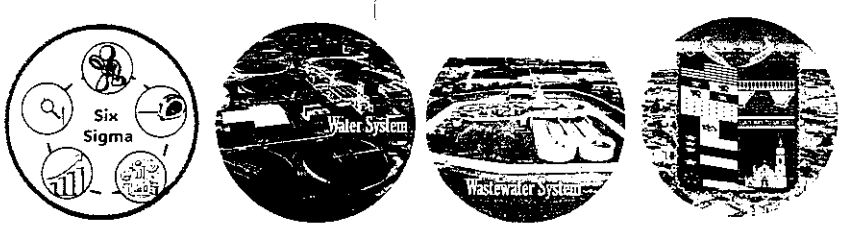
1. Cost structure type for example performance based, blended rate, or retainer
2. Description and when it applies
3. Basis for calculation for example metric or retainer hours
4. Cap or limit on payments under this structure

Example layout

Cost structure type:
Description and when it applies:
Basis for calculation:
Cap or limit on payments:

(repeat rows as needed)

***********Documentation can be uploaded on to Cit-E-Bid**************



XVI. BUSINESS INFORMATION QUESTIONNAIRE

Please refer to the following page.

RFP 2026-022

RFP 2026-022: Project Management and Program Management Support Services City of Laredo Utilities Department

Issue Date: 11/25/2025
Questions Deadline: 12/5/2025 02:00 PM (CT)
Response Deadline: 12/16/2025 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Event Information

Number:	RFP 2026-022
Title:	RFP 2026-022: Project Management and Program Management Support Services City of Laredo Utilities Department
Type:	Request For Proposal
Issue Date:	11/25/2025
Question Deadline:	12/5/2025 02:00 PM (CT)
Response Deadline:	12/16/2025 05:00 PM (CT)
Notes:	**The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered proposals will also be accepted. If submitting in person, proposals will also be received at City Hall.** **Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.** ******If the bidder submits both an electronic proposal and a properly completed manual proposal, the Purchasing Division will use the electronic proposal. If the bidder submits an electronic proposal and a manual proposal that is not complete, the Purchasing Division will use the electronic proposal.********** Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.********

Ship To Information

Contact: Mario I. Maldonado Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.p...

Non-Collusive Affidavit Form

2026-022 Form 1295.pdf

RFP 2026-022 Form 1295

2026-022 COQ_FORM AND INSTRUCTIONS.pdf

RFP 2026-022 Form and Instructions

RFP 2026-022 Project Management Services.pdf

RFP 2026-022 Project Management Services

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Anubis Engineering, Inc.- Joshua L. Berryhill - Mobile Telephone: (325) 513-2338 *(Required: Maximum 1000 characters allowed)*

3	**State how long under has the business been in its present business name** Anubis Engineering was founded in October 2024 and has been operating for fourteen (14) months *(Required: Maximum 1000 characters allowed)*

4	**If applicable, list all other names under which the Business identified above operated in the last five years** NA *(Required: Maximum 4000 characters allowed)*

5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

NA

6 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

Anubis Engineering: 1) has no current or pending litigation. 2) has not been declared " non-responsive" for the purpose of any contract award. 3) has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting. 4) is not subject to any pending proceedings relating to business responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract. 5) is not involved in any enforcement actions concerning its rights under a surety agreement

(Required: Maximum 4000 characters allowed)

7 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

Anubis Engineering: 1) is not subject to any arrears under any contract or debt. 2) has not been a defaulter, whether as a principal, surety, or otherwise. 3) is not subject to any liquidated damages or penalty provisions for failure to complete work or for any other reason.

(Required: Maximum 4000 characters allowed)

8 **State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☒ This company is not a certified minority business

(Required: Check only one)

9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? ☒ Yes ☐ No *(Required: Check only one)*
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Joshua L. Berryhill *(Required: Maximum 1000 characters allowed)*

14 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Contract: RFP 2026-022: Project Management and Program Management Support Services

Originating Department: City of Laredo Utilities Department

(Required: Maximum 4000 characters allowed)

15 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Anubis Engineering, Inc.

(Required: Maximum 4000 characters allowed)

16 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

NA

(Optional: Maximum 4000 characters allowed)

18 **Question 5. List any individuals or entities that will be subcontractors on this contract**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

NA

(Optional: Maximum 4000 characters allowed)

20 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

NA

(Optional: Maximum 4000 characters allowed)

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

NA

(Optional: Maximum 4000 characters allowed)

24 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

25 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am aware of conflict of interest ☒ I am not aware of any conflict of interest

(Required: Check only one)

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

NA

(Optional: Maximum 4000 characters allowed)

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ I have read and understand this section

(Required: Check if applicable)

28 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☒ I have read and understand this section

(Required: Check if applicable)

29 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☒ I have acknowledge that I have been advised

(Required: Check if applicable)

30	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1)Joshua L. Berryhill, 2) President and CEO, 3) Anubis Engineering, Inc., 4) 12/16/2025 *(Required: Maximum 4000 characters allowed)*
31	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☒ I swear or affirm information is correct *(Required: Check if applicable)*
32	**Company Information Questionnaire** ☒ I have completed this section *(Required: Check if applicable)*
33	**Conflict of Interest Questionnaire** ☒ I have completed this section *(Required: Check if applicable)*
34	**Non-Collusive Affidavit** ☒ I have completed and included this form *(Required: Check if applicable)*
35	**Discretionary Contracts Disclosure** ☒ I have completed this section *(Required: Check if applicable)*

36	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☒ I will comply with this form *(Required: Check if applicable)*

37 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

(Required: Check if applicable)

38 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☒ I have read and understand this section

(Required: Check if applicable)

39 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Anubis Engineering, Inc. acknowledges the City of Laredo 2018-O-175 ordinance

(Optional: Maximum 1000 characters allowed)

40 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☒ Acknowledge
(Required: Check if applicable)

41 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and

all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:
Insurance Requirements
The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to

General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

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

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable

insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☒ I agree my insurance meets minumum requirements
(Required: Check if applicable)

42 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section
(Required: Check if applicable)

43 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to

pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.
8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from

the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions
(Required: Check if applicable)

44	**Section I: Technical Approach and Methodology (25 Points)** Evaluation Focus Quality and clarity of the project and program management approach. Integration of cost tracking, schedule management, risk management, change management, and reporting. Use of recognized project management frameworks and tools. **********Documentation can be uploaded on to Cit-E-Bid********** ☒ Yes *(Required: Check if applicable)*
45	**Section II: Relevant Firm Experience (25Points)** Evaluation Focus Documented success delivering project management and program management support for water and wastewater utilities or similar public infrastructure programs. Experience with capital improvement programs and multiple concurrent projects. Experience with public sector clients in Texas or comparable settings. **********Documentation can be uploaded on to Cit-E-Bid********** ☒ Yes *(Required: Check if applicable)*
46	**Section III: Key Personnel Qualifications (20 Points)** Evaluation Focus Experience and credentials of the proposed project manager and key staff. Professional licenses and certifications such as Project Management Professional, professional engineer, and Lean or Six Sigma. Staff availability and commitment to this contract. **********Documentation can be uploaded on to Cit-E-Bid********** ☒ Yes *(Required: Check if applicable)*
47	**Section IV: Understanding of Utilities Department Needs and Local Conditions (15 Points)** Evaluation Focus Demonstrated understanding of Utilities Department priorities and constraints. Awareness of local conditions, regulatory context, and coordination needs. Quality of proposed communication and coordination plan. **********Documentation can be uploaded on to Cit-E-Bid********** ☒ Yes *(Required: Check if applicable)*

48	**Section V: Costing and Value (10 Points)** Evaluation Focus Competitiveness of hourly rates and any flat rate offerings. Clarity and transparency of the Cost Sheet and pricing assumptions including any performance based elements. Overall value considering cost in relation to qualifications and approach. **Refer to Exhibit A Cost Proposal Form** ***********Documentation can be uploaded on to Cit-E-Bid************** ☒ Yes *(Required: Check if applicable)*
49	**Section VI: Overall Quality and Completeness of Proposal and Interviews (5 Points)** Evaluation Focus Organization, clarity, and responsiveness to this request for proposals. Quality of interview or presentation if requested. ***********Documentation can be uploaded on to Cit-E-Bid************** ☒ Yes *(Required: Check if applicable)*

Supplier Information

Company Name: Anubis Engineering, Inc.

Contact Name: Joshua L. Berryhill

Address: 4901 S. McColl Rd. Edinburg, Texas 78539

Phone: (325) 513 - 2338

Fax:

Email: joshua.berryhill@anubis-eng.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Joshua L. Berryhill
Print Name

Signature

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Anubis Engineering, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Anubis Engineering, Inc. - No current business relationship with the City of Laredo.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Joshua L. Berryhill, P.E.		12/16/25
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Anubis Engineering, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Anubis Engineering, Inc. - No current business relationship with the City of Laredo.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Joshua L. Berryhill, P.E.		12/16/25
Name of signatory	Signature	Date

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a _X_ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: Joshua M.I. L Last: Berryhill Suffix: _____

***2. Contract Information.**

a) Contract or project name: RFP 2026-022: Project Management and Program Management Support Services

b) Originating department: City of Laredo Utilities Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Anubis Engineering, Inc.

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☒ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

[X] I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

[X] I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Joshua L. Berryhill **Title:** President and CEO

Company Name or DBA: Anubis Engineering, Inc. **Date:** 12/16/2025

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1399924

Date Filed:
12/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Anubis Engineering, Inc.
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 2026-022
Project Management and Program Management Support Services City of Laredo Utilities Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berryhill, Joshua	Mission, TX United States	X	
Hernandez, Rose	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joshua BerryHill, and my date of birth is 2/2/80

My address is 4101 S. McColl Rd, Edinburg (city), TX (state), 78539 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 16 day of December (month) 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

42.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Anubis Engineering, Inc.

Signature of person authorized to sign proposal _____ Date 12/16/2025

Print Name of person authorized to sign proposal Joshua L. Berryhill

Title: President and CEO

Business Address: 4901 S. McColl Rd.

City, State, Zip Code: Edinburg, Texas, 78539

Telephone Number: 325-513-2338 Fax Number: _____

Contact Person Email Address: joshua.berryhill@anubis-eng.com

Federal Tax ID Number: 33-1807657

Bidders Principal/Corporate Place of Business Address: 4901 S. McColl Rd. Edinburg, Texas 78539

Indicated Status of Business:

Corporation x Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: NA

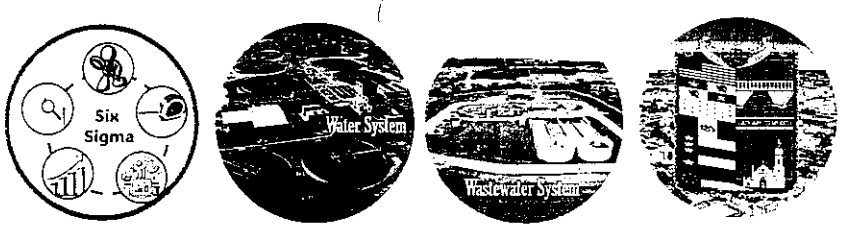
State how long under its present business name: fourteen (14) months

If applicable, list all other names under which the Business identified above operated in the last five years.

NA

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



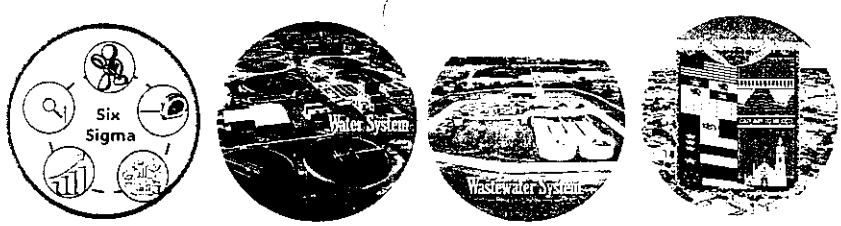
XXII. APPENDIX A - ANUBIS PROJECT AND PROGRAM MANAGEMENT EXPERIENCE

Project Program / Engineer Experience	Engineer (PE)			
	Water Projects	Wastewater Projects	Water/Wastewater Projects	Other Projects
Acton MUD			0.9	
Acton MUD				0.9
Bastrop County		1.0		
Bastrop County		2.5		
Brazos Regional PUA	13.0			
Caldwell County		1.0		
Caldwell County		1.0		
Caldwell County		10.0		
Cameron County		1.0		
City of Abilene			22.0	
City of Abilene	24.0			
City of Abilene		16.75		
City of Abilene				4.0
City of Abilene				
City of Abilene				
City of Abilene				7.0
City of Abilene - PK	16.75			
City of Alamo			2.5	
City of Alamo		2.5		
City of Albany	2.5			
City of Azle			2.5	
City of Ballinger			0.8	
City of Ballinger	2.5			
City of Ballinger				0.8
City of Ballinger		0.5		
City of Beeville			2.0	
City of Beeville	7.5			
City of Big Lake				1.1
City of Big Lake, Phase I			0.4	
City of Big Lake, Phase II			0.5	
City of Big Lake, Phase III			1.1	
City of Blanket			0.4	
City of Brady	5.0			
City of Brady		3.0		
City of Breckenridge				1.0
City of Breckenridge			1.0	
City of Brownsville		25.0		
City of Brownsville		7.5		
City of Brownsville		7.5		
City of Carterville		1.0		
City of Cisco			0.4	
City of Cisco	2.0			
City of Cisco				0.4
City of Corpus Christi			8.0	
City of Dallas		100		
City of De Leon			0.3	
City of Eastland			0.6	
City of Eastland				0.6
City of Eola		0.1		
City of Eden	1.1			
City of Eden				0.4

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

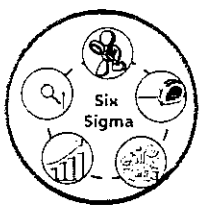


Project & Program Management Experience (*)	Capacity (MGD)			
	Water Projects (+)	Desalination Projects (+)	Wastewater Projects (+)	Reuse Projects (+)
City of FTW - Village Creek			110.0	
City of Glen Rose			1.0	
City of Glen Rose				1.0
City of Graford		2.0		
City of Graford		2.0		
City of Granbury			3.0	
City of Granbury		5.0		
City of Granbury		13.0		
City of Granbury		5.0		
City of Granbury		2.5		
City of Granbury			2.0	
City of Granbury		2.0		
City of Granbury		2.5		
City of Granbury		7.5		
City of Granbury	2.5			
City of Grandbury				2.0
City of Grandbury				3.0
City of Huntsville			4.5	
City of Huntsville				4.5
City of Jacksboro	2.0			
City of Loraine			0.1	
City of Lubbock				3.0
City of Lubbock			3.0	
City of Mason	2.0			
City of Mertzon			0.1	
City of Mertzon		1.0		
City of Midland			0.2	
City of Midland	35.0			
City of Midland				0.2
City of Midland		35.0		
City of Midland		20.0		
City of Midlothian	12.0			
City of Midlothian	6.0			
City of Missouri City	10.0			
City of Missouri City	20.0			
City of Paducah			0.2	
City of Paducah				0.2
City of Paducah		1.0		
City of Rolling Hills	0.1			
City of Roma			2.0	
City of Roma	2.0			
City of Roscoe			0.2	
City of Roscoe	0.5			
City of Roscoe				0.2
City of Roscoe		0.5		
City of Rule				0.1
City of Rule			0.1	
City of San Angelo		20.0		
City of San Angelo		20.0		
City of San Angelo	35.0			
City of San Angelo	12.0			
City of Seminole		1.0		
City of Stamford	2.0			

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

ANUBIS ENGINEERING

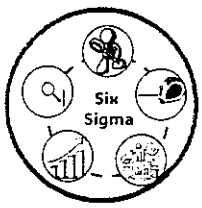
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

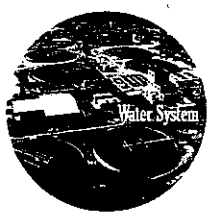


Project & Program Management Experience	Capacity (MGD)			
	Water Projects (*)	Desalination Projects (*)	Wastewater Projects (*)	Reuse Projects (*)
City of Sweetwater			2.2	
City of Sweetwater	8.0			
City of Sweetwater	6.0			
City of Sweetwater				2.2
Community Water System	9.0			
Dallas County		1.0		
Denton Creek RWS			11.5	
Eastland County WSD	6.0			
El Paso County		3.0		
Harlingen Waterworks			10.0	
Jones County		0.2		
Johnson County		10.0		
Kenedy County		0.4		
Kleberg County		0.26		
Kubota KTC			0.1	
Lake Palo Pinto WSC	0.9			
Midland County		1.3		
Midland County		1.0		
Missouri City				1.0
Mullin		0.1		
Parker County		1.0		
Parker County		2.0		
Parker County		1.0		
Pecos County		1.6		
Possum Kingdom WSC	1.0			
Possum Kingdom WSC	2.0			
Richmond - Rosenberg LGC	5.0			
South Texas		3.0		
Ten Mile Creek RWS			24.0	
Tom Green County				
Tom Green County		15.0		
TPW Lake Arrowhead			0.1	
TPW Lake Arrowhead				0.1
Travis County		0.0		
Travis County		2.0		
Travis County		2.0		
Upper Leon River MWD			0.1	
Upper Leon River MWD	10.5			
West Texas		2.0		
West Texas		1.0		

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

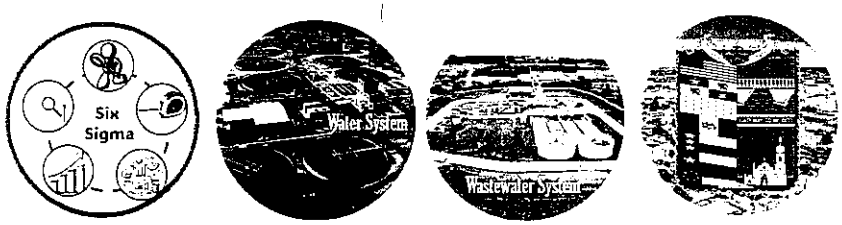




XXIII. APPENDIX B - ANUBIS FUNDING EXPERIENCE

Federal Funding Experience*				
Location	Projects	Funding Resource	Funding Program	Funds $
Acton MUD	WWTP #1 Expansion	TWDB	CWSRF	$8.5 MM
Action MUD	WWTP #2 Expansion	TWDB	CWSRF	$14 MM
City of Abilene	Water Meter Replacement Project	TWDB	CWSRF	$20 MM
City of Alamo	WWTP Expansion Project	TWDB	CWSRF	$12 MM
City of Albany	WTP Upgrade	TWDB	DWSRF	$8 MM
City of Ballinger	Water Supply Project	TWDB	DWSRF	$12 MM
City of Ballinger	WWTP Expansion Project	TWDB	CWSRF	$6 MM
City of Breckenridge	WTP Upgrade Project	TWDB	DWSRF	$6 MM
City of Breckenridge	WWTP Upgrade Project	TWDB	CWSRF	$8 MM
City of Cisco	WTP Replacement Project	TWDB	DWSRF	$16 MM
City of Cisco	WWTP Replacement Project	TWDB	CWSRF	$6 MM
City of De Leon	Water System Improvements	TWDB	DWSRF	$4 MM
City of De Leon	WWTP Improvements	TWDB	CWSRF	$7 MM
City of Eastland	Water System Improvements Project	TWDB	DWSRF	$5 MM
City of Eastland	WWTP Replacement Project	TWDB	CWSRF	$8 MM
City of Eden	Water System Improvements	TWDB	DWSRF	$12 MM
City of Granbury	Phase I WTP	TWDB	DWSRF	$16 MM
City of Granbury	Phase II WTP Expansion	TWDB	DWSRF	$14 MM
City of Granbury	Phase I WWTP Improvements	TWDB	CWSRF	$35 MM
City of Granbury	Emerging Contaminants WTP Improvements	TWDB	DWSRF	$57 MM
City of Mertzon	Water System Improvements	TWDB	DWSRF	$8 MM
City of Mertzon	WWTP Rehab	TWDB	CWSRF	$5 MM
City of Paducah	Water System Improvements	TWDB	DWSRF	$16 MM
City of Pleasanton	WWTP Improvements	TWDB	CWSRF	$15MM
City of Roma	WTP Improvements	TWDB	DWSRF	$6 MM
City of Roma	WWTP Improvements	TWDB	CWSRF	$6 MM
City of Roscoe	Nitrate Reduction Improvements	TWDB	DWSRF	$5 MM
City of San Angelo	WTP Improvements	TWDB	DWSRF	$52 MM
City of Stamford	WTP Improvements	TWDB	DWSRF	$20 MM
City of Stamford	WWTP Improvements	TWDB	CWSRF	$8 MM
City of Sweetwater	WTP Improvements	TWDB	DWSRF	$12 MM
City of Sweetwater	Hunter Wellfield Improvements	TWDB	DWSRF	$8 MM
City of Sweetwater	WWTP Rehab	TWDB	CWSRF	$6 MM
City of Winters	WTP Improvements	TWDB	DWSRF	$5 MM
City of Winters	WWTP Improvements	TWDB	CWSRF	$7 MM
Eastland County WSD	WTP Replacement	TWDB	DWSRF	$15 MM
Eastland County WSD	Water System Improvements	TWDB	DWSRF	$6 MM
Lometa Water System	Phase II WTP Improvements	TWDB	DWSRF	$10 MM
Parker County SUD	Phase I WTP Improvements	TWDB	DWSRF	$15 MM
Parker County SUD	Phase I Distribution Improvements	TWDB	DWSRF	$13 MM
Parker County SUD	Emerging Contaminants WTP Project	TWDB	DWSRF	$65 MM
Town of Pecos City	Phase I WWTP Improvements	TWDB	CWSRF	$50 MM
Town of Pecos City	Phase II WWTP Improvements	TWDB	DWSRF	$42 MM
Upper Leon River MWD	WTP Improvements	TWDB	DWSRF	$8 MM

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.



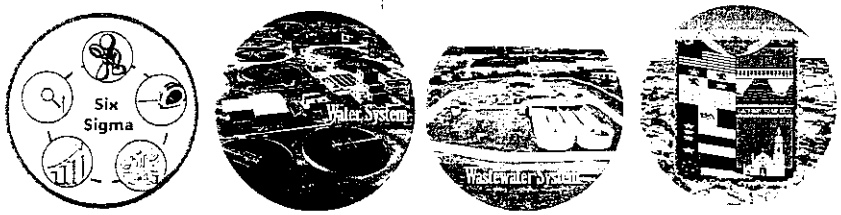
XXIV. APPENDIX C – ANUBIS WATER DESALINATION EXPERIENCE

Water Desalination Reverse Osmosis Technology: (*)	Client	Location	Capacity (MGD)
Brackish Groundwater Desalination Plant Expansion.	Texas Water Utilities	City of Seminole	1.0 MGD
New Brackish Surface Water Treatment Plant. *	Parker County Special Utility District (PCSUD)	Parker County	1.0 MGD
Brackish Groundwater Supply Project.	Private Client	South Texas.	3.0 MGD
New Brackish Groundwater Treatment System.	City of Alamo	City of Alamo	2.5 MGD
New Brackish Groundwater Treatment System.	Olmito Water Supply Corporation	Cameron County	1.0 MGD
New Enhanced Reverse Osmosis Technology Development.	Private Client	Caldwell County	1.0 MGD
Phase I Brackish Groundwater Supply Project.	Private Client	West Texas	2.0 MGD
Phase I Industrial Reuse Project.	Private Client.	Bastrop County	1.0 MGD
Phase I Brackish Groundwater Supply Project.	Private Client	Bastrop County	2.5 MGD
Phase I Industrial Reuse Project.	Private Client	Caldwell County	1.0 MGD
Phase I Saline Groundwater Treatment Plant	Private Entity	Caldwell County	10.0 MGD
Groundwater Nitrate Reduction Project.	Private Client	Travis County	0.05 MGD
Brackish Groundwater Supply Project.	Creedmoor Maha Water Supply Corporation (CMWSC)	Travis County	2.0 MGD
Phase I Brackish Surface Water Treatment Plant #2. *	City of Granbury	City of Granbury	5.0 MGD
Phase I Brackish Surface Water Treatment Plant #2. *	Parker County Special Utility District (PCSUD)	Parker County	2.0 MGD
Phase I Brackish Surface Water Treatment Plant Expansion. *	Parker County Special Utility District (PCSUD)	Parker County	1.0 MGD
Brackish Groundwater Supply Project - P3 Developer Procurement Assistance. *	Creedmoor Maha Water Supply Corporation (CMWSC)	Travis County	2.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	Johnson County Special Utility District (JCSUD)	Johnson County	10.0 MGD
Phase I Brackish Groundwater Supply Project. *	Texas Water Utilities	Dallas County	1.0 MGD
Water System Improvements Project. *	City of Mertzon	City of Mertzon	1.0 MGD
Surface Water Advanced Treatment System (SWATS) Facility Phase I Restoration Project. *	Brazos Regional PUA	City of Granbury	13.0 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	West Texas	1.0 MGD
Water System Improvements Project. *	Mullin ISD	Mullin	0.1 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	Jones County	0.25 MGD

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

ANUBIS ENGINEERING

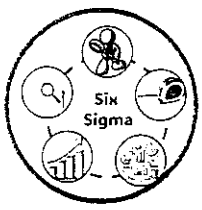
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Water Desalination Reverse Osmosis Technology. (*)	Client	Location	Capacity (MGD)
Water System Improvements Project. *	City of Paducah	City of Paducah	1.0 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	City of Carterville	1.0 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	Midland County	1.3 MGD
Tall Saddle Site - Phase I Brackish Groundwater Supply Project. *	Apex Energy.	Kenedy County	0.4 MGD
Big Trail Site - Phase I Brackish Groundwater Supply Project. *	Apex Energy	Midland County	1.0 MGD
Siete Site - Phase I Brackish Groundwater Supply Project. *	Apex Energy	Kleberg County	0.26 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	Tom Green County	15.0 MGD
Phase I Brackish Groundwater Supply Project. *	Saratoga Homes	El Paso County	3.0 MGD
Phase I Brackish Groundwater Supply Project. *	Genesis	Pecos County	1.6 MGD
Nitrate Reduction Project. *	City of Eola	City of Eola	0.1 MGD
Phase II Brackish Surface Water Treatment Plant Expansion. *	City of Granbury	City of Granbury	5.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Midland	City of Midland	35.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	Acton Municipal Utility District	City of Granbury	2.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Granbury	City of Granbury	2.5 MGD
New RO Recovery Enhancement Technology Pilot. *	City of Abilene	City of Abilene	
Radionuclide Reduction Project. *	City of Brady	City of Brady	3.0 MGD
Second Stage Drought Response Project-Raw Water Roughing Facility. *	City of Abilene	City of Abilene	16.75 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Granbury	City of Granbury	2.5 MGD
Hargesheimer Water Treatment Plant Rehabilitation. *	City of Abilene	City of Abilene	
Surface Water Advanced Treatment System (SWATS) Facility Master Plan. *	Brazos Regional PUA	City of Granbury	7.5 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Midland	City of Midland	20.0 MGD
DADS Project, Texas Department of Health and Human Services. *	TXDSHS -Carlsbad Facility	Tom Green County	
Phase I Brackish Surface Water Treatment Plant. *	City of San Angelo	City of San Angelo	20.0 MGD
Potable Reuse Pilot Study. *	City of San Angelo	City of San Angelo	20.0 MGD
Reverse Osmosis Water System Improvements. *	City of Roscoe	City of Roscoe	0.5 MGD
Water Treatment Plant and Desalination Improvement Project. *	City of Ballinger	City of Ballinger	0.5 MGD
Desalination Water Treatment Plant Expansion. *	Possum Kingdom Water Supply Corporation	City of Graford	2.0 MGD
New RO Cleaning Technology Pilot. *	Possum Kingdom Water Supply Corporation	City of Graford	2.0 MGD
RO / EDR Pilot. *	North Texas Municipal Water District (NTMWD)	City of Dallas	100 MGD
Seawater Desalination Pilot. *	Brownsville PUB	City of Brownsville	25 MGD
BWRO Pre-Treatment Pilot. *	Brownsville PUB	City of Brownsville	7.5 MGD
SRWA Upgrade. *	Brownsville PUB	City of Brownsville	7.5 MGD

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

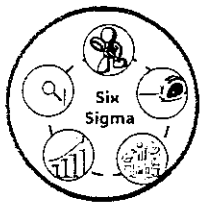


XXV. APPENDIX D – ANUBIS WATER TREATMENT EXPERIENCE

Water Treatment Projects Experience (*)	Capacity (MGD)	Water Source	PROCESS CATEGORY: Supply Wells	Intake Structure	Raw Water Pumping	Raw Water Storage	Raw Water Disinfection	Coagulation / Rapid Mixing	Flocculation	Sedimentation / Clarification	Granular Media Filtration	Membrane Filtration	Ion Exch./IX Treatment	Final Disinfection	Finished Water Storage	Finished Water Pumping
Brazos Regional PUA	13.0	Surface Water			✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Abilene	24.0	Surface Water					✓				✓	✓	✓	✓		
City of Abilene - PK	16.75	Surface Water			✓	✓		✓				✓	✓		✓	✓
City of Albany	2.5	Surface Water			✓		✓	✓	✓	✓		✓		✓	✓	✓
City of Bellinger	2.5	Surface Water			✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
City of Beeville	7.5	Surface Water		✓	✓		✓	✓	✓	✓	✓			✓	✓	✓
City of Brady	5.0	Surface Water Ground Water	✓		✓	✓	✓				✓	✓	✓	✓	✓	✓
City of Cisco	2.0	Surface Water					✓	✓	✓	✓		✓		✓		✓
City of Eden	1.1	Ground Water	✓		✓	✓							✓	✓	✓	✓
City of Granbury	2.5	Surface Water		✓	✓		✓	✓	✓	✓		✓	✓	✓		✓
City of Jacksboro	2.0	Surface Water								✓						
City of Mason	2.0	Ground Water	✓		✓		✓	✓			✓		✓	✓	✓	
City of Midland	35.0	Surface Water					✓				✓				✓	
City of Midlothian	12.0	Surface Water			✓		✓	✓	✓	✓	✓			✓	✓	
City of Midlothian	6.0	Surface Water					✓	✓	✓	✓		✓		✓		
City of Missouri City	10.0	Surface Water		✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓
City of Missouri City	20.0	Surface Water		✓	✓		✓	✓	✓	✓		✓				✓
City of Rolling Hills	0.1	Ground Water	✓		✓		✓	✓				✓	✓	✓	✓	✓
City of Roma	2.0	Surface Water		✓	✓		✓	✓	✓	✓	✓			✓	✓	✓
City of Roscoe	0.5	Ground Water	✓		✓	✓							✓	✓		✓
City of San Angelo	35.0	Surface Water													✓	
City of San Angelo	12.0	Ground Water	✓		✓		✓	✓			✓		✓	✓	✓	
City of Stamford	2.0	Surface Water		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
City of Sweetwater	8.0	Surface Water			✓		✓	✓	✓			✓		✓	✓	✓
City of Sweetwater	6.0	Ground Water	✓											✓	✓	✓
Community Water System	9.0	Surface Water		✓	✓		✓	✓	✓	✓	✓	✓		✓	✓	✓
Eastland County WSD	6.0	Surface Water			✓		✓	✓	✓	✓		✓		✓	✓	✓
Lake Palo Pinto WSC	0.9	Surface Water			✓		✓	✓	✓	✓	✓			✓		✓
Possum Kingdom WSC	1.0	Surface Water		✓	✓		✓	✓	✓	✓	✓		✓	✓	✓	✓
Possum Kingdom WSC	2.0	Surface Water			✓		✓	✓	✓	✓		✓	✓	✓		
Richmond - Rosenberg LGC	5.0	Surface Water		✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓
Upper Leon River MWD	10.5	Surface Water			✓		✓	✓	✓	✓	✓	✓		✓		✓

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

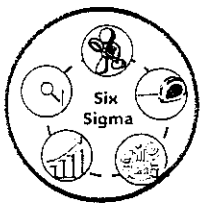
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



XXVI. APPENDIX E – ANUBIS WASTEWATER TREATMENT EXPERIENCE

Wastewater Treatment Projects Experience (*)	Capacity (MGD)	PROCESS CATEGORY																		
		Intake/ Pumping	Screening	Grit Removal	Flow Equilization	Primary Clarification	Secondary Treatment - Lagoons	Secondary Treatment - EA	Secondary Treatment - CAS	Secondary Treatment - SBR	Secondary Treatment - BNR	Membrane Bioreactor - MBR	Secondary Clarification	Tertiary Filtration	Disinfection	Reuse	Sludge Thickening	Sludge Digestion	Sludge Dewatering
Acton MUD	0.9		✓	✓	✓					✓					✓	✓	✓		✓
City of Abilene	22.0	✓	✓		✓						✓	✓			✓	✓	✓		
City of Alamo	2.5		✓	✓	✓					✓					✓	✓	✓		✓
City of Azle	2.45	✓	✓		✓						✓		✓	✓	✓	✓	✓		✓
City of Ballinger	0.75						✓								✓				
City of Beeville	2.0	✓	✓					✓							✓				
City of Big Lake, Phase I	0.35	✓	✓							✓					✓		✓		✓
City of Big Lake, Phase II	0.525	✓	✓							✓					✓		✓		✓
City of Big Lake, Phase III	1.05	✓	✓		✓					✓				✓	✓	✓			✓
City of Blanket	0.35	✓	✓						✓				✓		✓			✓	✓
City of Breckenridge	0.95		✓					✓					✓				✓		
City of Cisco	0.40	✓	✓							✓			✓	✓	✓	✓			✓
City of Commerce	2.00				✓				✓								✓	✓	✓
City of Corpus Christi	8.0		✓	✓					✓						✓		✓		✓
City of De Leon	0.30	✓	✓						✓				✓		✓				✓
City of Eastland	0.30		✓							✓					✓	✓			✓
City of FTW - Village Creek	110.0								✓		✓							✓	
City of Glen Rose	1.0	✓	✓	✓	✓					✓	✓			✓	✓	✓	✓		✓
City of Granbury	2.0	✓	✓		✓				✓						✓		✓		✓
City of Granbury	3.0	✓	✓	✓	✓						✓		✓	✓	✓	✓	✓		✓
City of Huntsville	4.5	✓	✓	✓	✓					✓					✓	✓	✓		✓
City of Kaufman	1.7								✓				✓	✓	✓				
City of Lorraine	0.07	✓					✓								✓	✓			
City of Lubbock	3.0	✓	✓	✓	✓	✓						✓			✓	✓			
City of Mertzon	0.10	✓					✓								✓	✓			
City of Midland	9.2		✓	✓							✓				✓	✓			
City of Paducah	0.17	✓					✓								✓	✓			
City of Roma	2.0	✓	✓					✓					✓		✓		✓		✓
City of Roscoe	0.74	✓					✓								✓	✓			
City of Rule	0.11	✓					✓								✓	✓			
City of Sweetwater	2.5	✓	✓							✓					✓			✓	✓
City of Van Alstyne	3.99	✓	✓		✓			✓							✓		✓	✓	✓
Denton Creek RWS	11.5	✓	✓	✓	✓					✓	✓		✓	✓	✓	✓	✓		✓
Harlingen Waterworks	10.0	✓	✓	✓	✓				✓		✓		✓	✓	✓	✓	✓		✓
Kubota KTC	0.1	✓	✓	✓	✓							✓			✓	✓			
Ten Mile Creek RWS	24.0	✓		✓	✓				✓				✓	✓	✓		✓	✓	✓
TPW Lake Arrowhead	0.1						✓									✓			
Texas Division of Emergency Management (TDEM)	0.036	✓	✓	✓	✓							✓			✓	✓	✓	✓	✓
Upper Leon River MWD	0.07	✓	✓						✓				✓		✓			✓	✓

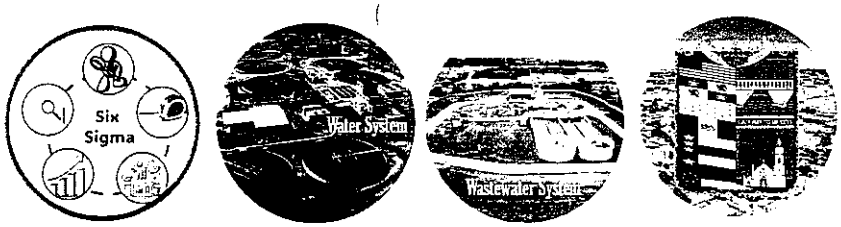
Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.



XXVII. APPENDIX F - ANUBIS WASTEWATER REUSE EXPERIENCE

	Reuse Project Type				
Reuse Project Experience (*)	Capacity (MGD)	Type I Non-Potable Reuse (NPR)	Type II Non-Potable Reuse (NPR)	Indirect Potable Reuse (IPR)	Direct Potable Reuse (DPR)
City of Abilene	4.0	✓	✓		
City of Abilene	7.0	✓	✓	✓	
Acton MUD	0.9		✓		
City of Ballinger	0.75		✓		
City of Big Lake	1.05	✓	✓		
City of Breckenridge	0.95		✓		
City of Cisco	0.4			✓	
City of Eastland	0.6		✓		
City of Eden	0.4		✓		
City of Glen Rose	1.0	✓	✓		
City of Granbury	2.0		✓		
City of Granbury	3.0		✓		
City of Huntsville	4.5		✓		
City of Lubbock	3.0	✓	✓		
City of Midland	0.2	✓			
Missouri City	1.0		✓		
City of Pacucah	0.17		✓		
City of Roscoe	0.24		✓		
City of Rule	0.11		✓		
City of Sweetwater	2.2		✓		
Texas Division of Emergency Management (TDEM)	0.036		✓		
TPW Lake Arrowhead	0.1		✓		

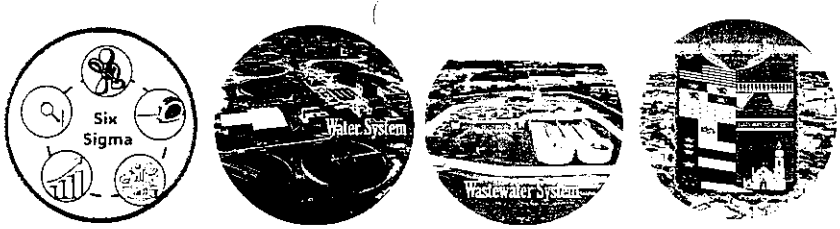
Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.



XXVIII. APPENDIX G - ANUBIS PERMITTING EXPERIENCE

Permitting Experience	Permitted Facilities
Acton Municipal Utility District	1
Brazos Regional Public Utility Agency	1
City of Abilene	4
City of Alamo	1
City of Albany	1
City of Ballinger	1
City of Beeville	1
City of Big Lake	1
City of Breckenridge	1
City of Cisco	1
City of Eastland	1
City of Eden	1
City of Fulshear	1
City of Granbury	3
City of Hico	1
City of Hitchcock	1
City of Huntsville	1
City of Jacksboro	2
City of Kaufman	1
City of Mertzon	1
City of Midland	1
City of Missouri City	4
City of Monahans	1
City of Ozona	1
City of Paducah	1
City of Roma	2
City of San Angelo	1
City of Seminole	1
City of Sonora	1
City of Stamford	1
City of Sterling City	1
City of Sweetwater	1
City of Van Alstyne	1
City of Winters	2
Eastland County Water Supply District	1
Guadalupe-Blanco River Authority	1
Johnson County Special Utility District	2
Lometa Water System	1
Parker County Special Utility District	2
Town of Pecos City	1
Texas Division of Emergency Management (TDEM)	1
Upper Leon River Municipal Water District	1

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

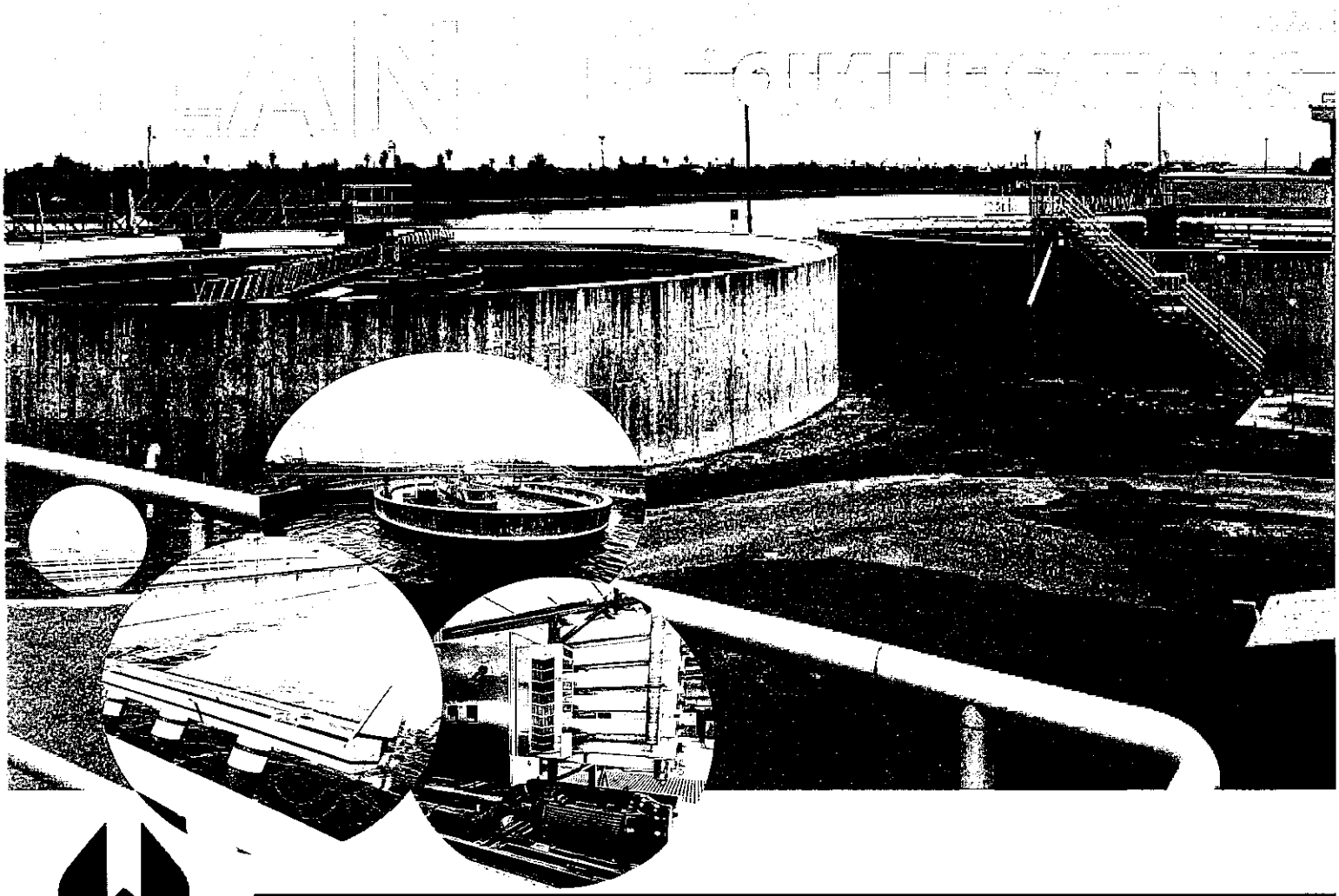


XXX. APPENDIX I– ANUBIS AT A GLANCE BROCHURE

Refer to the following page.

ANUBIS

ENGINEERING, INC.



WATER · WASTEWATER · DESALINATION
FUNDING · PERMITTING

ANUBIS

WHO WE ARE

We are innovating Water for the Next Generations

Anubis Engineering is a forward-focused consulting firm specializing in water and wastewater treatment solutions.

Founded in 2024, Anubis is led by industry veteran Joshua L. Berryhill, P.E., who brings over 22 years of deep technical expertise and leadership to the Texas and Arkansas markets.

With a portfolio of 230+ successfully delivered projects, Mr. Berryhill has helped shape some of the most advanced water treatment, potable and non-potable reuse, and radionuclide reduction systems in Texas, including working on many of the most cutting-edge membrane and desalination facilities throughout Texas .

Our impact goes beyond traditional utility work. Anubis is also pioneering innovative water strategies for emerging industries, from powering data centers and cryptocurrency operations, to enabling green hydrogen production and advanced Public- Private-Partnership (P3) developments. Whether it's reuse, desalination, or aquifer storage and recovery (ASR), we're built to tackle the most complex water challenges head-on.

At Anubis Engineering, we don't just design systems, we work with you to

ANUBIS

OUR MISSION

At Anubis Engineering, water is our strength, innovation is our flow, and sustainability is our mission

We deliver innovative, customized solutions that tackle today's challenges while future-proofing your water and wastewater systems. We specialize in designing projects that combine forward-thinking concepts with efficiency and cost-effectiveness, ensuring you're ready for what's next. With a laser focus on improving capacity, efficiency, and effectiveness, we're dedicated to working as part of your team to build smarter, stronger systems for your community.

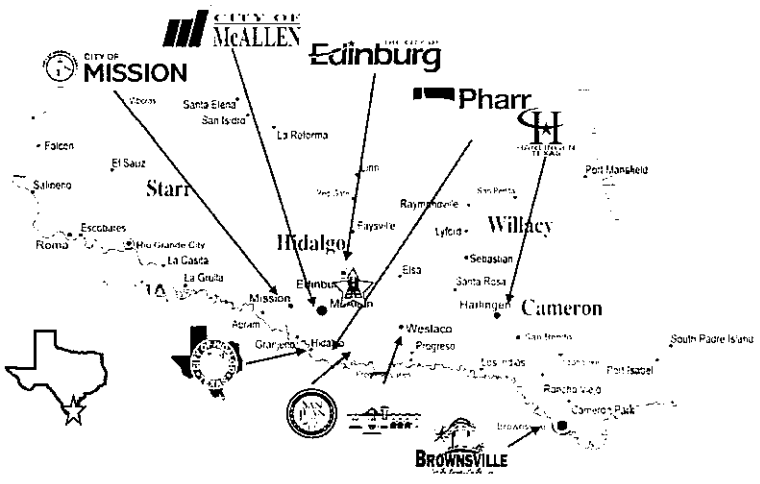
OUR PROMISE

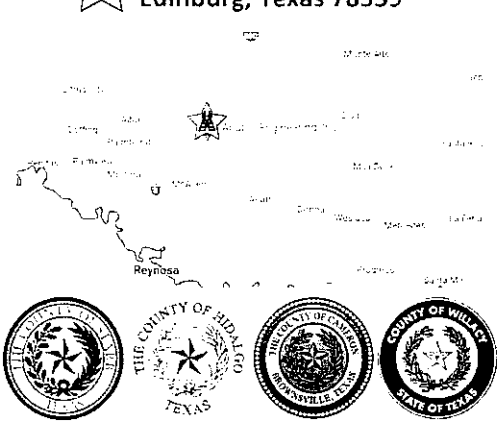
Engineering Tomorrow's Water Solutions — Today, by working WITH YOU, not just for you.

We know the challenges: rising costs, tightening regulations, and growing demand. That's why we do more than deliver projects, we build partnerships. Our promise is to bring clarity, innovation, and sustainable solutions to every step of your journey, ensuring water systems that don't just meet today's needs but stand strong for tomorrow.

OUR LOCATION

4901 S. McColl Rd.
Edinburg, Texas 78539





FROM THE RIO GRANDE VALLEY, BUT PROUDLY SUPPORTING PROJECTS WHEREVER OUR CLIENTS NEED US

ANUBIS

HOW WE SUCCEED

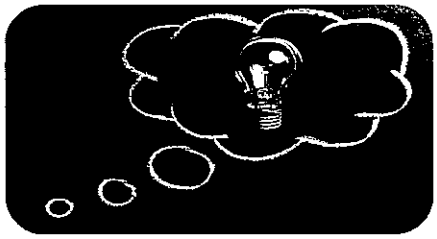
At Anubis Engineering, our success begins with a relentless commitment to our clients.

We lead with purpose, combining community awareness, technological innovation, and custom-built solutions to meet the evolving demands of water and wastewater systems. We understand that no two projects are the same, which is why we don't believe in one-size-fits-all. Instead, we build solutions around your goals, your timeline, and your budget.

Our secret is a proven engineering formula that blends deep technical expertise with the latest advancements, all grounded in true client collaboration.

Our Winning Formula

Client-Centered Customization



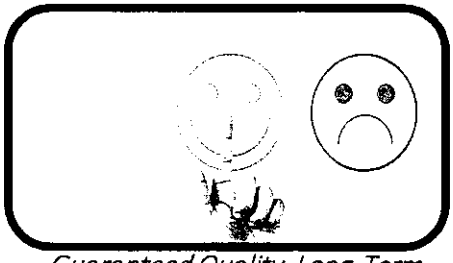
Innovation That Matters

Proven Performance, Every Time

Community-Driven Purpose

Clarity You Can Trust

Reliable Partnerships, Turnkey Solutions



Guaranteed Quality, Long-Term Satisfaction

We turn engineering complexity into clear, simple conversations. We match your style and your speed, and keep you informed every step of the way.

ANUBIS

OUR WINNING FORMULA

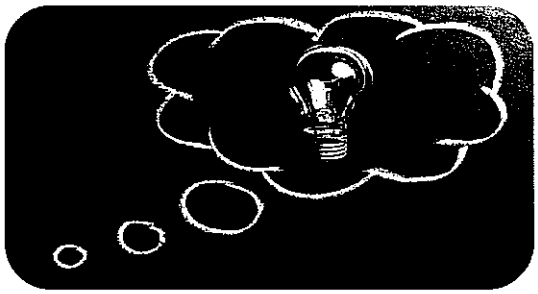
Client-Centered Customization

We design around you. Every project begins with listening and understanding your goals, constraints, and vision.

Tailoring every design to your specific needs, budget, and long-term objectives. From small communities to large municipalities, we craft solutions that go beyond meeting industry standards; reflecting your priorities, your pace, and your future.

Innovation That Matters

We stay ahead by continuously researching and applying the latest technologies. From Reverse Osmosis to Membrane Bioreactors and radionuclide reduction, we deliver what works before it's trending. Our expertise in advanced water and wastewater treatment technologies is ready to hit the ground running in supporting your upcoming water supply, desalination, or reuse projects!



Our engineering formula blends your voice, tailored solutions, and the right

ANUBIS

OUR WINNING FORMULA

Proven Performance, Every Time

With decades of experience and a portfolio of over 200 successful water and wastewater projects across Texas, we've built more than systems, we've built trust.

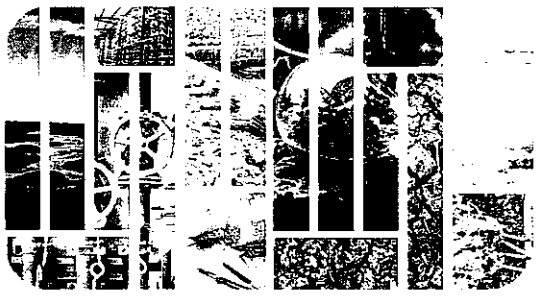
Every project reflects our commitment to precision, measurable results, and on-time delivery. From concept to completion, our record proves one thing:

"We perform and deliver, **every time".**

Community-Driven Purpose

We believe that water is more than infrastructure, it's a shared responsibility. That is why we actively engage with our communities to raise awareness about water scarcity, drought resilience, and sustainable water practices.

By fostering education and collaboration, we help prepare communities not just to face today's challenges, but to thrive in the future.,



We empower communities by keeping our promise:
Working with you, not just for you

ANUBIS

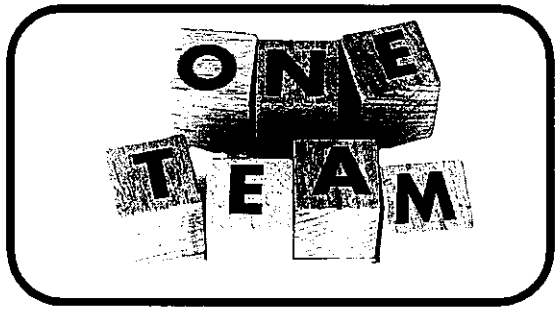
OUR WINNING FORMULA

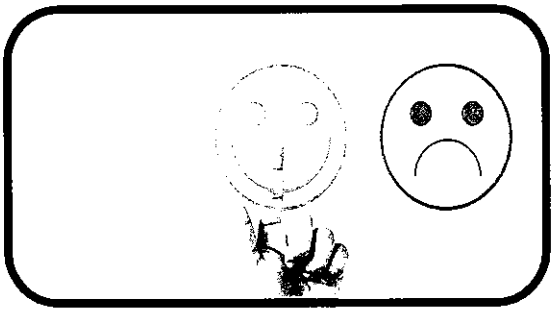
Clarity You Can Trust

We simplify the complex. From engineering jargon to system timelines, we ensure you understand the what, where, when, and how of your project. And even beyond the technical, we are ready and willing to support you in educating the public, from workshops to utility meetings, from hard copy handouts to social media public education assistance - because explaining the "why" is often more important than the "how"!

Reliable Partnerships, Turnkey Solutions

When your project demands more, we bring in the right partners to deliver seamless, full-service solutions with Anubis quality leadership at every stage. We can be as large or as small as you need us to be to support your project needs!





Guaranteed Quality, Long-Term Satisfaction

We stake our reputation on every service we deliver. If it doesn't meet your expectations, it doesn't meet ours. Your success is the key to our sustainability.

We make the technical simple. By speaking your language and moving at your

ANUBIS

MARKETS WE SERVE

Anubis markets and services are constantly evolving, but we are always focused on the upcoming growth trends with one eye on present needs and the other toward what's coming down the road.

OUR MARKETS

OUR SERVICES

Planning	Design	Construction	After Project	Project Management
Condition Assessment. Environmental Consulting. Regulatory Assistance. Permitting. Funding Assistance. Pilot Testing. Water Quality Analysis. Water Age Assessment.	Hydraulic Modeling Analysis. Technology Design Customization. Constructability Reviews. Procurement.	Quality Assurance. Quality Control. Construction. Commissioning. Startup. Operator Training Services.	Troubleshooting. Compliance Performance. Automation. Additional Operator Training.	Scope Management. Time Management. Cost Control. Quality Control. Risk Management. Communications. Resources. Stakeholder Engagement.

At Anubis Engineering, we don't just deliver engineering services, we deliver results you can rely on.

ANUBIS

OUR DETAILED SERVICES

WATER TREATMENT PLANTS

Radionuclide Reduction.
Conventional Surface Water Treatment.
Advanced Surface Water Treatment.
Media Filtration.
Membrane Filtration.
Lead & Copper Rule Compliance.
Enhanced Coagulation and Flocculation.
Disinfection Compliance Alternatives.
Taste and Odor Control.
Corrosion Control.
PFAS "Forever Chemicals" Treatment.
Distribution Pipelines.
Pump Stations.
Storage Tanks.
Funding.
Permitting.

DESALINATON PLANTS

Seawater Desalination.
Brackish Surface Water Desalination.
Brackish Groundwater Desalination.
Produced Water Desalination.
Industrial Water Desalination.
Water Reuse.
Arsenic / Nitrate Reduction.
Chemical Pretreatment.
Filtration Pretreatment.
Clarification Pretreatment.
Disinfection Compliance.
Corrosion Control.
PFAS "Forever Chemicals" Treatment.
Funding.
Permitting.

WASTEWATER TREATMENT PLANTS

Water Reclamation, Reuse & Recycle.
Non-Potable Reuse (NPR).
Indirect Potable Reuse (IPR).
Direct Potable Reuse (DPR).
Conventional Wastewater Treatment. Preliminary Treatment; Headworks, Screening (Coarse & Fine), Grit Removal, Equalization.
Primary Treatment; Sedimentation, Clarifier.
Secondary Treatment; Aeration Basin, Anaerobic, Anoxic and Aerobic Basins and Tertiary Treatment; Filtration, Nitrification, Denitrification, Phosphorus removal,
Disinfection.
Stabilization and Digestion.
Dewatering and Drying.
Peak Flow Management.
Collection System.
Lift Stations.
Pumps and Blowers.
Funding.
Permitting.

Desalination isn't new to us, it's what we do. With experience on more

ANUBIS

OUR DETAILED SERVICES

PERMITTING

Domestic Texas Pollutant Discharge Elimination System (TPDES) Discharge Permits.
Industrial TPDES Discharge Permits.
Domestic Texas Land Application Program (TLAP)
Discharge Permits.
Air Permits.
Evaporation Disposal Permits.
Class V Injection Permits.
General Discharge Permits.
Permits-by-Rule.

FUNDING PROGRAMS

Texas Water Development Board (TWDB).
U.S. Department of Agriculture Rural Development (USDA).
Texas Department of Agriculture (TDA).
Texas Commission on Environmental Quality (TCEQ).
United States Environmental Protection Agency (EPA).
U.S. Bureau of Reclamation (USBR).
North American Development Bank (NADB).

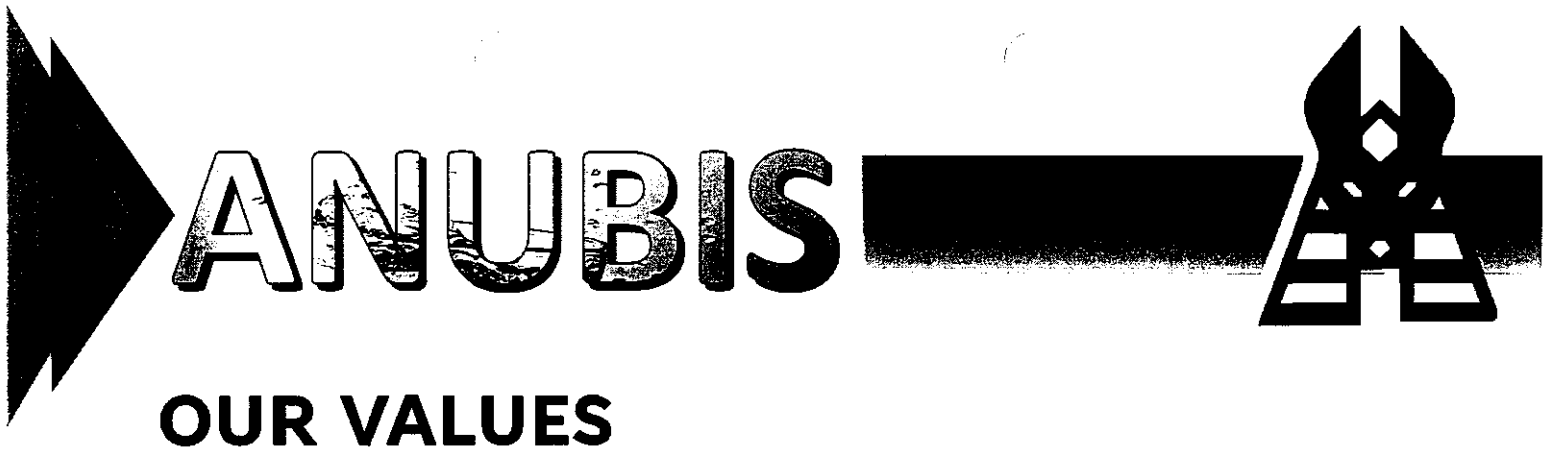
FUNDING ALTERNATIVES

State Revolving Fund (SRF).
Clean Water State Revolving Fund (CWSRF).
Drinking Water State Revolving Fund (DWSRF).
Asset Management Program for Small Systems (AMPSS).
Lead Service Line Replacement Program (LSLR).
Texas Water Development Fund (DFund).
Economically Distressed Areas Program (EDAP).
State Water Implementation Fund for Texas (SWIFT).
Rural Water Assistance Fund (RWAF).
Emerging Contaminants (EC).
Water Infrastructure Finance and Innovation Act (WIFIA).
United States Department of Agriculture-Rural Development (USDA-RD).
WaterSMART: Recycling and Desalination Program.

TECHNOLOGIES

Conventional Treatment
Conventional Surface Water Treatment Plants
Conventional Wastewater Treatment Plants
Conventional Activated Sludge (CAS) WWTPs
Extended Aeration (EA) WWTPs
Sequencing Batch Reactor (SBR) WWTPs
Biological Nutrient Removal (BNR) WWTPs
Advanced Biological Processes
Mobile Organic Biofilm (MOB) WWTPs
Membrane Bioreactor (MBR) WWTPs
Membrane & Filtration Technologies
Multimedia Filtration (MMF)
Microfiltration (MF)
Ultrafiltration (UF)
Nanofiltration (NF) Desalination
Reverse Osmosis (RO) Desalination
Ion Exchange & Electrochemical Processes
Ion Exchange
Electrodialysis (ED)
Electrodialysis Reversal (EDR)
Electrodeionization (EDI)

We don't just design solutions, We make them happen, with unmatched



OUR VALUES

Built on Purpose. Driven by Principles.

At the heart of our company are values that shape how we engineer, lead, and serve. These aren't just words on paper, they're the foundation of our culture and the compass behind every decision, collaboration, and commitment we make.

Quality

We deliver durable, high-performance solutions that meet the highest standards. Cutting corners isn't part of our design. Or in our blueprint.

Integrity

We stand by our word and do the right thing, always. In every contract, on every task, and with our clients.

Accountability

We believe trust is built on accountability, and we take ownership of our work, our timelines, and our deliverables.

Collaboration

We work with our partners and clients as one team to achieve the best results from planning to commissioning.

Innovation

We promote forward-thinking designs, embracing the utilization of smarter methods and new technologies to move our water and wastewater industry ahead of the curve of population growth and demand needs.

Sustainability

We build with the future in mind, minimizing environmental impact and maximizing long-term value in every project.

Independence

We make decisions based on what's best for our clients and our people with agility, flexibility, and freedom from outside pressures.

People

Our people are our foundation. We invest in their growth, safety, and success. Great projects start with great teams.

ANUBIS

OUR WATER EXPERIENCE

Water Treatment Projects Experience (*)	Capacity (MGD)	Water Source	PROCESS CATEGORY														
			Supply Wells	Intake Structure	Raw Water Pumping	Raw Water Storage	Raw Water Disinfection	Coagulation / Rapid Mixing	Flocculation	Sedimentation / Clarification	Granular Media Filtration	Membrane Filtration	RO/EDR/IX Treatment	Final Disinfection	Finished Water Storage	Finished Water Pumping
Brazos Regional PUA	13.0	Surface Water			✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Abilene	24.0	Surface Water					✓				✓	✓	✓	✓		
City of Abilene - PK	16.75	Surface Water			✓	✓		✓				✓	✓		✓	✓
City of Albany	2.5	Surface Water			✓		✓	✓	✓	✓		✓		✓	✓	✓
City of Ballinger	2.5	Surface Water			✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
City of Beeville	7.5	Surface Water		✓	✓		✓	✓	✓	✓	✓			✓	✓	✓
City of Brady	5.0	Surface Water Ground Water	✓		✓	✓	✓				✓	✓	✓	✓	✓	✓
City of Cisco	2.0	Surface Water					✓	✓	✓	✓		✓		✓		✓
City of Eden	1.1	Ground Water	✓		✓	✓							✓	✓	✓	✓
City of Granbury	2.5	Surface Water		✓	✓		✓	✓	✓	✓		✓	✓	✓		✓
City of Jacksboro	2.0	Surface Water								✓						
City of Mason	2.0	Ground Water	✓		✓		✓	✓			✓		✓	✓	✓	
City of Midland	35.0	Surface Water					✓				✓				✓	
City of Midlothian	12.0	Surface Water			✓		✓	✓	✓	✓	✓			✓	✓	
City of Midlothian	6.0	Surface Water					✓	✓	✓	✓		✓		✓		
City of Missouri City	10.0	Surface Water		✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓
City of Missouri City	20.0	Surface Water		✓	✓		✓	✓	✓	✓		✓				✓
City of Rolling Hills	0.1	Ground Water	✓		✓		✓	✓				✓	✓	✓	✓	✓
City of Roma	2.0	Surface Water		✓	✓		✓	✓	✓	✓	✓			✓	✓	✓
City of Roscoe	0.5	Ground Water	✓		✓	✓							✓	✓		✓
City of San Angelo	35.0	Surface Water													✓	
City of San Angelo	12.0	Ground Water	✓		✓		✓	✓			✓		✓	✓	✓	
City of Stamford	2.0	Surface Water		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
City of Sweetwater	8.0	Surface Water			✓		✓	✓	✓			✓		✓	✓	✓
City of Sweetwater	6.0	Ground Water	✓											✓	✓	✓
Community Water System	9.0	Surface Water		✓	✓		✓	✓	✓	✓	✓	✓		✓	✓	✓
Eastland County WSD	6.0	Surface Water			✓		✓	✓	✓	✓		✓		✓	✓	✓
Lake Palo Pinto WSC	0.9	Surface Water			✓		✓	✓	✓	✓	✓			✓		✓
Possum Kingdom WSC	1.0	Surface Water		✓	✓		✓	✓	✓	✓	✓		✓	✓	✓	✓
Possum Kingdom WSC	2.0	Surface Water			✓		✓	✓	✓	✓		✓	✓	✓		
Richmond - Rosenberg LGC	5.0	Surface Water		✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓
Upper Leon River MWD	10.5	Surface Water			✓		✓	✓	✓	✓	✓	✓		✓		✓

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

From surface water to RO desalination, our track record in water treatment ensures reliable supply when and where it's needed

ANUBIS

OUR WASTEWATER EXPERIENCE

Wastewater Treatment Projects Experience (*)	Capacity (MGD)	PROCESS CATEGORY																		
		Influent Lift/Pump Station	Screening	Grit Removal	Flow Equalization	Primary Clarification	Secondary Treatment - Lagoon	Secondary Treatment - EA	Secondary Treatment- CAS	Secondary Treatment - SBR	Secondary Treatment- BNR	Membrane Bioreactor- MBR	Secondary Clarification	Tertiary Filtration	Disinfection	Reuse	Sludge Thickening	Sludge Digestion	Sludge Dewatering
Acton MUD	0.9			✓	✓	✓				✓					✓	✓	✓		✓
City of Abilene	22.0	✓	✓			✓					✓	✓			✓	✓	✓		
City of Alamo	2.5			✓	✓	✓				✓					✓	✓	✓		✓
City of Azle	2.45	✓	✓			✓					✓		✓	✓	✓	✓	✓		✓
City of Ballinger	0.75						✓								✓				
City of Beeville	2.0	✓	✓					✓							✓				
City of Big Lake, Phase I	0.35	✓	✓							✓					✓		✓		✓
City of Big Lake, Phase II	0.525	✓	✓							✓					✓		✓		✓
City of Big Lake, Phase III	1.05	✓	✓			✓				✓				✓	✓	✓			✓
City of Blanket	0.35	✓	✓						✓				✓		✓			✓	✓
City of Breckenridge	0.95		✓					✓					✓				✓		
City of Cisco	0.40	✓	✓							✓			✓	✓	✓	✓			✓
City of Corpus Christi	8.0		✓	✓					✓						✓		✓		✓
City of De Leon	0.30	✓	✓						✓				✓		✓				✓
City of Eastland	0.50		✓							✓					✓	✓			✓
City of FTW - Village Creek	110.0								✓		✓							✓	
City of Glen Rose	1.0	✓	✓	✓	✓					✓	✓			✓	✓	✓	✓		✓
City of Granbury	2.0	✓	✓			✓			✓						✓		✓		✓
City of Granbury	3.0	✓	✓	✓	✓						✓		✓	✓	✓	✓	✓		✓
City of Loraine	0.07	✓					✓								✓	✓			
City of Lubbock	3.0	✓	✓	✓	✓	✓						✓			✓	✓			
City of Meridian	0.10	✓					✓								✓	✓			
City of Midland	0.2		✓	✓								✓			✓	✓			
City of Paducah	0.17	✓					✓								✓	✓			
City of Ranger	2.0	✓	✓					✓					✓		✓		✓		✓
City of Roscoe	0.24	✓					✓								✓	✓			
City of Ruke	0.11	✓					✓								✓	✓			
City of Sweetwater	2.2	✓	✓							✓					✓			✓	✓
Denton Creek RWS	11.5	✓	✓	✓	✓					✓	✓		✓	✓	✓	✓	✓		✓
Harlingen Waterworks	10.0	✓	✓	✓	✓				✓		✓		✓	✓	✓	✓	✓		✓
City of Huntsville	4.5	✓	✓	✓	✓					✓					✓	✓	✓		✓
Kubota KTC	0.1	✓	✓	✓	✓							✓			✓	✓			
Ten Mile Creek RWS	24.0	✓		✓	✓				✓				✓	✓	✓		✓	✓	✓
TPW Lake Arrowhead	0.1						✓									✓			
Upper Leon River MWD	0.07	✓	✓						✓				✓		✓			✓	✓

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

We've delivered advanced wastewater solutions that turn today's challenges into sustainable systems

ANUBIS

OUR DESALINATION EXPERIENCE

Water Desalination (Reverse Osmosis Technology. (*)	Client	Location	Capacity (MGD)
Brackish Groundwater Desalination Plant Expansion.	Texas Water Utilities	City of Seminole	1.0 MGD
New Brackish Surface Water Treatment Plant. *	Parker County Special Utility District (PCSUD)	Parker County	1.0 MGD
Brackish Groundwater Supply Project.	Private Client	South Texas.	3.0 MGD
New Brackish Groundwater Treatment System.	City of Alamo	City of Alamo	2.5 MGD
New Brackish Groundwater Treatment System.	Olmito Water Supply Corporation	Cameron County	1.0 MGD
New Enhanced Reverse Osmosis Technology Development.	Private Client	Caldwell County	1.0 MGD
Phase I Brackish Groundwater Supply Project.	Private Client	West Texas	2.0 MGD
Phase I Industrial Reuse Project.	Private Client.	Bastrop County	1.0 MGD
Phase I Brackish Groundwater Supply Project.	Private Client	Bastrop County	2.5 MGD
Phase I Industrial Reuse Project.	Private Client	Caldwell County	1.0 MGD
Phase I Saline Groundwater Treatment Plant	Private Entity	Caldwell County	10.0 MGD
Groundwater Nitrate Reduction Project.	Private Client	Travis County	0.05 MGD
Brackish Groundwater Supply Project.	Creedmoor Maha Water Supply Corporation (CMWSC)	Travis County	2.0 MGD
Phase I Brackish Surface Water Treatment Plant #2. *	City of Granbury	City of Granbury	5.0 MGD
Phase I Brackish Surface Water Treatment Plant #2. *	Parker County Special Utility District (PCSUD)	Parker County	2.0 MGD
Phase I Brackish Surface Water Treatment Plant Expansion. *	Parker County Special Utility District (PCSUD)	Parker County	1.0 MGD
Brackish Groundwater Supply Project - P3 Developer Procurement Assistance. *	Creedmoor Maha Water Supply Corporation (CMWSC)	Travis County	2.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	Johnson County Special Utility District (JCSUD)	Johnson County	10.0 MGD
Phase I Brackish Groundwater Supply Project. *	Texas Water Utilities	Dallas County	1.0 MGD
Water System Improvements Project. *	City of Mertzon	City of Mertzon	1.0 MGD
Surface Water Advanced Treatment System (SWATS) Facility Phase I Restoration Project. *	Brazos Regional PUA	City of Granbury	13.0 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	West Texas	1.0 MGD
Water System Improvements Project. *	Mullin ISD	Mullin	0.1 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	Jones County	0.25 MGD

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

Delivered over 53 brackish, saline, and reuse desalination projects throughout Texas

ANUBIS

OUR DESALINATION EXPERIENCE

Water Desalination - Reverse Osmosis Technology. (*)	Client	Location	Capacity (MGD)
Water System Improvements Project. *	City of Paducah	City of Paducah	1.0 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	City of Carterville	1.0 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	Midland County	1.3 MGD
Tall Saddle Site - Phase I Brackish Groundwater Supply Project. *	Apex Energy.	Kenedy County	0.4 MGD
Big Trail Site - Phase I Brackish Groundwater Supply Project. *	Apex Energy	Midland County	1.0 MGD
Siete Site - Phase I Brackish Groundwater Supply Project. *	Apex Energy	Kleberg County	0.26 MGD
Phase I Brackish Groundwater Supply Project. *	Private Client	Tom Green County	15.0 MGD
Phase I Brackish Groundwater Supply Project. *	Saratoga Homes	El Paso County	3.0 MGD
Phase I Brackish Groundwater Supply Project. *	Genesis	Pecos County	1.5 MGD
Nitrate Reduction Project. *	City of Eola	City of Eola	0.1 MGD
Phase II Brackish Surface Water Treatment Plant Expansion. *	City of Granbury	City of Granbury	5.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Midland	City of Midland	35.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	Acton Municipal Utility District	City of Granbury	2.0 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Granbury	City of Granbury	2.5 MGD
New RO Recovery Enhancement Technology Pilot. *	City of Abilene	City of Abilene	
Radionuclide Reduction Project. *	City of Brady	City of Brady	3.0 MGD
Second Stage Drought Response Project-Raw Water Roughing Facility. *	City of Abilene	City of Abilene	16.75 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Granbury	City of Granbury	2.5 MGD
Hargesheimer Water Treatment Plant Rehabilitation. *	City of Abilene	City of Abilene	
Surface Water Advanced Treatment System (SWATS) Facility Master Plan *	Brazos Regional PUA	City of Granbury	7.5 MGD
Phase I Brackish Surface Water Treatment Plant. *	City of Midland	City of Midland	20.0 MGD
DADS Project, Texas Department of Health and Human Services. *	TXDSHS -Carlsbad Facility	Tom Green County	
Phase I Brackish Surface Water Treatment Plant. *	City of San Angelo	City of San Angelo	20.0 MGD
Potable Reuse Pilot Study. *	City of San Angelo	City of San Angelo	20.0 MGD
Reverse Osmosis Water System Improvements. *	City of Roscoe	City of Roscoe	0.5 MGD
Water Treatment Plant and Desalination Improvement Project. *	City of Ballinger	City of Ballinger	0.5 MGD
Desalination Water Treatment Plant Expansion. *	Possum Kingdom Water Supply Corporation	City of Graford	2.0 MGD
New RO Cleaning Technology Pilot. *	Possum Kingdom Water Supply Corporation	City of Graford	2.0 MGD
RO / EDR Pilot. *	North Texas Municipal Water District. NTMWD)	City of Dallas	100 MGD
Seawater Desalination Pilot. *	Brownsville PUB	City of Brownsville	25 MGD
BWRO Pre-Treatment Pilot. *	Brownsville PUB	City of Brownsville	7.5 MGD
SRWA Upgrade. *	Brownsville PUB	City of Brownsville	7.5 MGD

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

Unmatched experience in desalination across Texas, using alternative

ANUBIS

OUR WATER REUSE EXPERIENCE

		Reuse Project Type			
Reuse Project Experience	Capacity (MGD)	Type I Non-Potable Reuse (NPR)	Type II Non-Potable Reuse (NPR)	Indirect Potable Reuse (IPR)	Direct Potable Reuse (DPR)
City of Abilene	4.0	✓	✓		
City of Abilene	7.0	✓	✓	✓	
Acton MUD	0.9		✓		
City of Ballinger	0.75		✓		
City of Big Lake	1.05	✓	✓		
City of Breckenridge	0.95		✓		
City of Cisco	0.4			✓	
City of Eastland	0.6		✓		
City of Eden	0.4		✓		
City of Glen Rose	1.0	✓	✓		
City of Granbury	2.0		✓		
City of Granbury	3.0		✓		
City of Huntsville	4.5		✓		
City of Lubbock	3.0	✓	✓		
City of Midland	0.2	✓			
Missouri City	1.0		✓		
City of Paducah	0.17		✓		
City of Roscoe	0.24		✓		
City of Rule	0.11		✓		
City of Sweetwater	2.2		✓		
TPW Lake Arrowhead	0.1		✓		

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

We understand today's challenges, and we are ready to provide you with the results you need to move your project forward.

ANUBIS

OUR FUNDING EXPERIENCE

Federal Funding Experience			
Location	Projects	Funding Program	Funds ($)
Acton MUD	WWTP #1 Expansion	CWSRF	$8.5 MM
Action MUD	WWTP #2 Expansion	CWSRF	$14 MM
City of Abilene	Water Meter Replacement Project	CWSRF	$20 MM
City of Alamo	WWTP Expansion Project	CWSRF	$12 MM
City of Albany	WTP Upgrade	DWSRF	$8 MM
City of Ballinger	Water Supply Project	DWSRF	$12 MM
City of Ballinger	WWTP Expansion Project	CWSRF	$6 MM
City of Breckenridge	WTP Upgrade Project	DWSRF	$6 MM
City of Breckenridge	WWTP Upgrade Project	CWSRF	$8 MM
City of Cisco	WTP Replacement Project	DWSRF	$16 MM
City of Cisco	WWTP Replacement Project	CWSRF	$6 MM
City of De Leon	Water System Improvements	DWSRF	$4 MM
City of De Leon	WWTP Improvements	CWSRF	$7 MM
City of Eastland	Water System Improvements Project	DWSRF	$5 MM
City of Eastland	WWTP Replacement Project	CWSRF	$8 MM
City of Eden	Water System Improvements	DWSRF	$12 MM
City of Granbury	Phase I WTP	DWSRF	$16 MM
City of Granbury	Phase II WTP Expansion	DWSRF	$14 MM
City of Granbury	Phase I WWTP Improvements	CWSRF	$35 MM
City of Granbury	Emerging Contaminants WTP Improvements	DWSRF	$57 MM
City of Mertzon	Water System Improvements	DWSRF	$8 MM
City of Mertzon	WWTP Rehab	CWSRF	$5 MM
City of Paducah	Water System Improvements	DWSRF	$16 MM
City of Roma	WTP Improvements	DWSRF	$6 MM
City of Roma	WWTP Improvements	CWSRF	$6 MM
City of Roscoe	Nitrate Reduction Improvements	DWSRF	$5 MM
City of San Angelo	WTP Improvements	DWSRF	$52 MM
City of Stamford	WTP Improvements	DWSRF	$20 MM
City of Stamford	WWTP Improvements	CWSRF	$8 MM
City of Sweetwater	WTP Improvements	DWSRF	$12 MM
City of Sweetwater	Hunter Wellfield Improvements	DWSRF	$8 MM
City of Sweetwater	WWTP Rehab	CWSRF	$6 MM
City of Winters	WTP Improvements	DWSRF	$5 MM
City of Winters	WWTP Improvements	CWSRF	$7 MM
Eastland County WSD	WTP Replacement	DWSRF	$15 MM
Eastland County WSD	Water System Improvements	DWSRF	$6 MM
Lometa Water System	Phase II WTP Improvements	DWSRF	$10 MM
Parker County SUD	Phase I WTP Improvements	DWSRF	$15 MM
Parker County SUD	Phase I Distribution Improvements	DWSRF	$13 MM
Parker County SUD	Emerging Contaminants WTP Project	DWSRF	$65 MM
Town of Pecos City	Phase I WWTP Improvements	CWSRF	$50 MM
Town of Pecos City	Phase II WWTP Improvements	DWSRF	$42 MM
Upper Leon River MWD	WTP Improvements	DWSRF	$8 MM

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

Proven track record of securing and delivering projects across Texas, with

ANUBIS

OUR PERMITTING EXPERIENCE

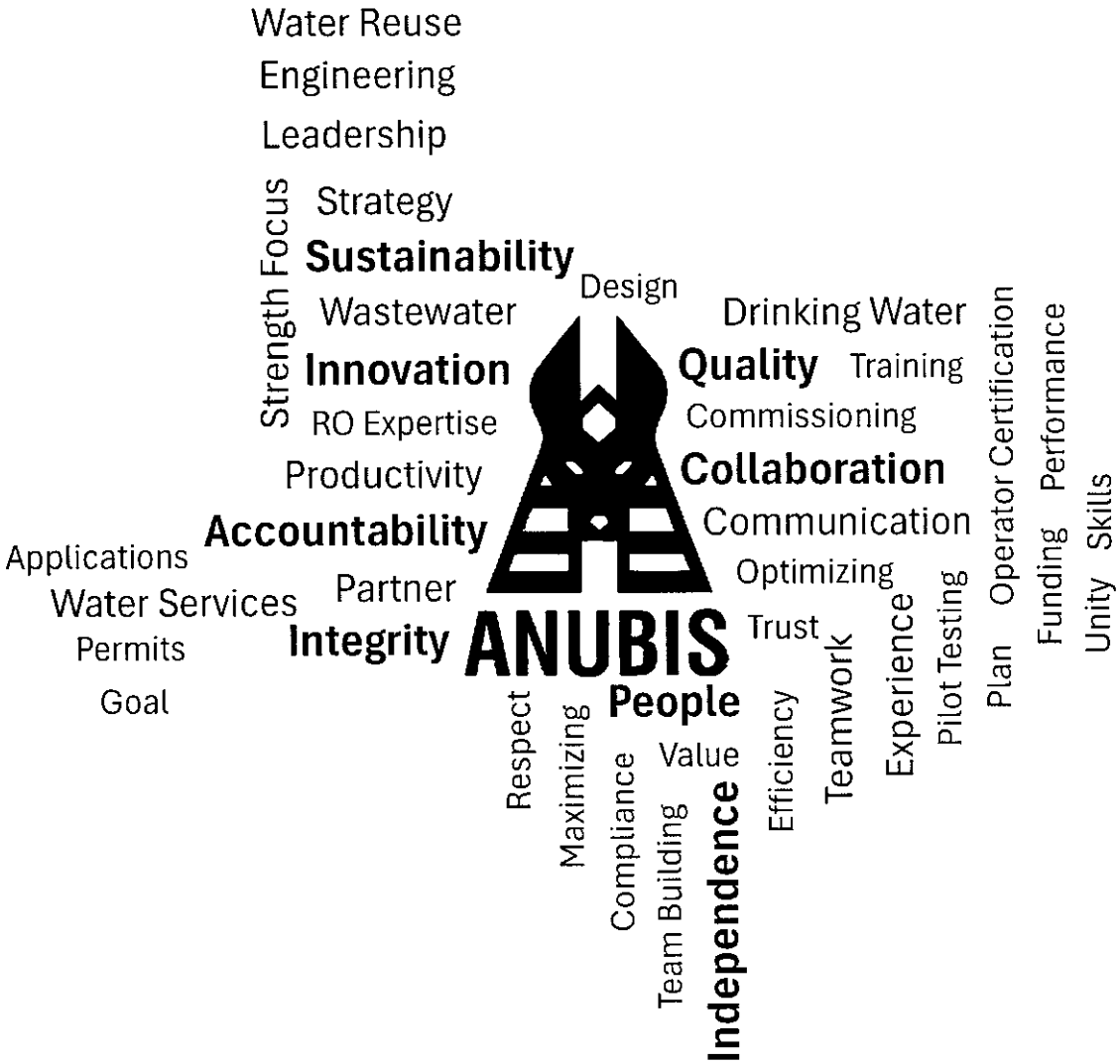
Permitting Experience	Permitted Facilities
Acton Municipal Utility District	1
Brazos Regional Public Utility Agency	1
City of Abilene	4
City of Alamo	1
City of Albany	1
City of Ballinger	1
City of Beeville	1
City of Big Lake	1
City of Breckenridge	1
City of Cisco	1
City of Eastland	1
City of Eden	1
City of Fulshear	1
City of Granbury	3
City of Hico	1
City of Hitchcock	1
City of Huntsville	1
City of Jacksboro	2
City of Mertzon	1
City of Midland	1
City of Missouri City	4
City of Monahans	1
City of Ozona	1
City of Paducah	1
City of Roma	2
City of San Angelo	1
City of Seminole	1
City of Sonora	1
City of Stamford	1
City of Sterling City	1
City of Sweetwater	1
City of Van Alstyne	1
City of Winters	2
Eastland County Water Supply District	1
Guadalupe-Blanco River Authority	1
Johnson County Special Utility District	2
Lometa Water System	1
Parker County Special Utility District	2
Town of Pecos City	1
Upper Leon River Municipal Water District	1

Note (*): Anubis Engineering President (Joshua L. Berryhill, PE) provided lead technical design or design support for these projects under prior engagements.

Successfully delivered over 50+ different types of municipal and industrial discharge permits with TCEQ

ANUBIS ENGINEERING, INC.

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND.

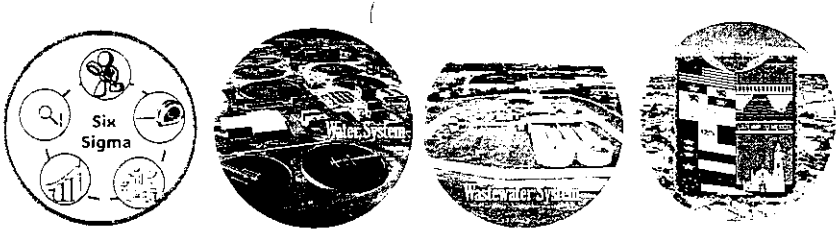


www.anubis-eng.com

support@anubis-eng.com

(956) 878 1900

4901 S. McColl Rd. Edinburg, TX.



XXXI. APPENDIX J – RFP 2026-022 "EXHIBIT A: COST PROPOSAL FORM" COMPLETED

Refer to the following page.

Exhibit A – Cost Proposal Form

COST SHEET TEMPLATE -**Anubis Engineering is providing an Hourly Rate Schedule within this RFP**

Attach and require proposers to complete this exhibit as part of the Cost Proposal.

A. HOURLY RATE SCHEDULE

Use one row per labor category and staff member if known.

Columns

1. Labor category or title
2. Staff name if known
3. Hourly rate year one
4. Hourly rate year two
5. Hourly rate year three

Example layout

Labor category or title:
Staff name:
Hourly rate year one:
Hourly rate year two:
Hourly rate year three:

(repeat rows as needed)

B. FLAT RATE AND TASK BASED PRICING - None

List any proposed flat rate services. If none are proposed write "none".

Columns

1. Task name or description
2. Assumptions and key inclusions
3. Lump sum flat fee
4. Expected duration in calendar days
5. Key deliverables

Example layout

Task name or description:
Assumptions and key inclusions:
Lump sum flat fee:
Expected duration in calendar days:
Key deliverables:

(repeat rows as needed)

C. PERFORMANCE BASED AND OTHER COST STRUCTURES - None

List any performance-based elements, blended rate options, retainers, or other allowed cost structures. If none are proposed write "none".

Columns

1. Cost structure type for example performance based, blended rate, or retainer
2. Description and when it applies
3. Basis for calculation for example metric or retainer hours
4. Cap or limit on payments under this structure

Example layout

Cost structure type:
Description and when it applies:
Basis for calculation:
Cap or limit on payments:

(repeat rows as needed)

***********Documentation can be uploaded on to Cit-E-Bid*************

Statement of Qualifications

City of Laredo

RFP 2026-022

Project Management & Program Management Support Services

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

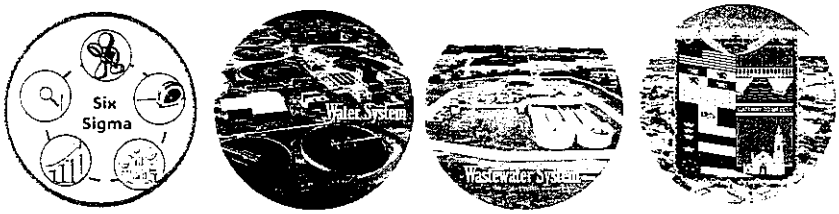


TABLE OF CONTENTS

COVER LETTER

I. STATEMENT OF INTEREST

II. SUMMARY OF QUALIFICATIONS

III. FIRM CONTACT INFORMATION

IV. ACKNOWLEDGMENT OF ADDENDA

V. FIRM PROFILE AND QUALIFICATION

VI. FIRM ORGANIZATION STRUCTURE

VII. CORE CAPABILITIES AND SERVICES OVERVIEW

VIII. TEXAS WATER AND WASTEWATER EXPERIENCE

IX. PROJECT TEAM STRUCTURE AND ROLES

X. KEY PERSONNEL RESUMES

XI. CURRENT STAFF WORKLOAD AND AVAILABILITY

XII. TECHNICAL APPROACH AND METHODOLOGY FOR PROJECT AND PROGRAM MANAGEMENT SUPPORT

XIII. RELEVANT PROJECT EXPERIENCE

XIV. KEY CLIENT REFERENCES

XV. COSTING AND COMPENSATION STRUCTURE PROPOSAL

XVI. BUSINESS INFORMATION QUESTIONNAIRE

XVII. CONFLICT OF INTEREST QUESTIONNAIRE

XVIII. NON-COLLUSIVE AFFIDAVIT

XIX. DISCRETIONARY CONTRACT DISCLOSURE

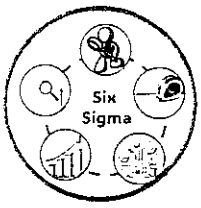
XX. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

XXI. BIDDER INFORMATION QUESTIONNAIRE

XXII. APPENDIX A - ANUBIS PROJECT AND PROGRAM MANAGEMENT EXPERIENCE

XXIII. APPENDIX B - ANUBIS FUNDING EXPERIENCE

XXIV. APPENDIX C - ANUBIS WATER DESALINATION EXPERIENCE



XXV. APPENDIX D - ANUBIS WATER TREATMENT EXPERIENCE

XXVI. APPENDIX E - ANUBIS WASTEWATER TREATMENT EXPERIENCE

XXVII. APPENDIX F - ANUBIS WATER REUSE EXPERIENCE

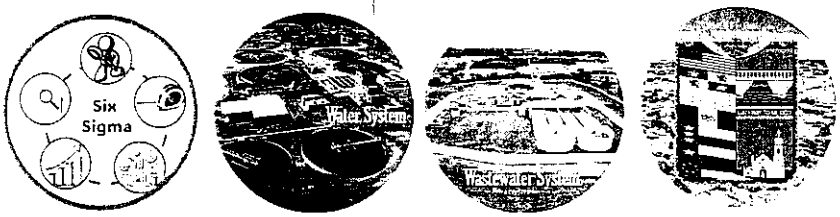
XXVIII. APPENDIX G - ANUBIS PERMITTING EXPERIENCE

XXIX. APPENDIX H - KEY PERSONNEL RESUMES

XXX. APPENDIX I – ANUBIS AT A GLANCE BROCHURE

XXXI. APPENDIX J - RFP 2026-022 "EXHIBIT A: COST PROPOSAL FORM" COMPLETED

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



I. STATEMENT OF INTEREST

December 16, 2025
City of Laredo, Texas
1110 Houston Street
Laredo, Texas 78040
Attention: Mario I. Maldonado Jr.

SUBJECT: Request for Proposal for Project Management and Program Management Support Services.

Dear Mr. Maldonado,

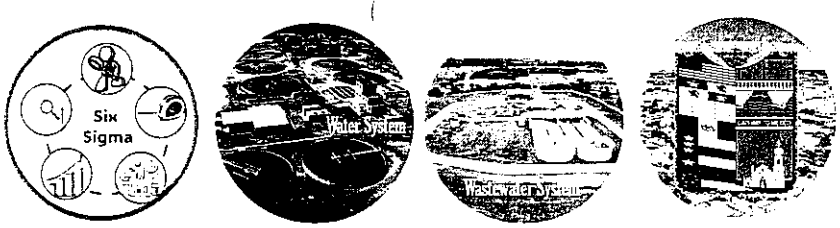
Anubis Engineering, Inc. (Anubis) appreciates the opportunity to submit our qualifications to the City of Laredo, Texas for consideration in providing Project Management and Program Management Support Services for Water and Wastewater Capital Improvement Projects. Although Anubis has been incorporated for just over a year, our leadership has been supporting municipal utilities throughout South Texas for more than 20 years and promoted total quality management by integrating a combined 40+ years of experience on multicultural worldwide project and program management, strategic planning, and operational excellence in large scale-projects, earning a strong reputation for delivering reliable, practical, and forward-thinking solutions tailored to the needs of communities facing water scarcity, aging infrastructure, and significant regulatory and operational challenges.

Our team brings a deep understanding of the region's chronic drought conditions, hydrologic limitations, and rapid population growth, as well as extensive experience in project and program management, water and wastewater technical skills, multiple different project delivery methods experience, and utility operations, optimization and support. We are committed to helping the City of Laredo develop, standardize, enhance, report and expand its Capital Improvements Program to build a more resilient, sustainable water and wastewater future for the City and its residents.

At Anubis, our success is grounded in an unwavering commitment to our clients. Our engineering and management team excels at translating City needs into practical, results-driven utility improvement programs, combining local insight with a disciplined project management approach enhanced by continuous innovation and the usage of diverse, feasible technologies. We understand the challenges Laredo faces, from aging infrastructure, regulatory compliance, budget limitations, and resource constraints to rapid growth, and we are committed to working closely with City staff to overcome these challenges using practical, cost-effective, and scalable solutions.

We partner with your team at every stage of project development from overall portfolio management to hands-on support of City staff in working with your current consultants during planning, pilot testing, design, procurement, permitting, construction, and commissioning.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our goal is to avoid duplication of engineering efforts - instead, we commit to operate as an extension of your team to augment your team's current capabilities.

Anubis provides the City with a customized management approach founded on knowledge transfer, quality management principles, risk mitigation, and clear communication strategies, ensuring that all contractual deliverables are met while safeguarding the City's utility budget and protecting the financial interests of Laredo's residents and businesses.

Our team combines management expertise, technical capability, regulatory understanding, and funding proficiency to help clients secure the resources needed to launch critical projects. Collectively, our personnel have supported more than 230 water and wastewater facilities across Texas, including over 50 municipal and industrial desalination projects, and we have helped clients obtain more than $800 million in financial assistance through state and federal programs. In response to increasingly compressed project timelines, our team also excels in alternative project delivery methods, including DB, PDB, CM, CMAR, and P3, in addition to traditional design-bid-build approaches. Anubis is fully prepared to support the City of Laredo using whichever delivery method is the best fit for each project.

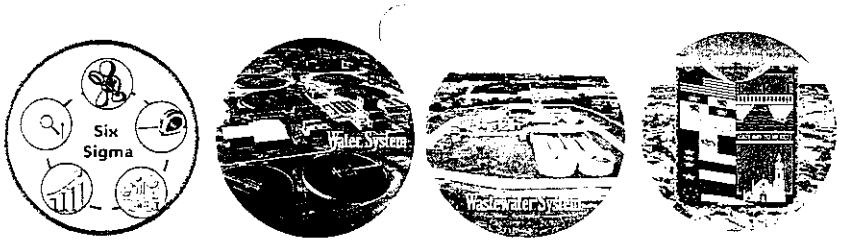
Beyond traditional engineering services, Anubis is equipped to support utilities with effective and efficient project oversight, ensuring all projects remain fully aligned with the Utilities Department's strategy, performance metrics, and delivery expectations. Our team will also synchronize scope, schedule, and budget across multiple engineering partners to ensure projects are delivered on time, within budget, and in accordance with the City's long-term objectives. I will be the main point of contact to the City of Laredo and can be reached for at: Anubis Engineering, Inc., 4901 S. McColl Rd, Edinburg, TX 78539; Office Telephone: (956) 878-1900, Mobile Telephone: (325) 513-2338, Email: joshua.berryhill@anubis-eng.com.

Choosing Anubis means selecting a partner that not only understands the complexities of the City of Laredo's current challenges, but also knows how to transform them into long-term, dependable solutions. Our team is prepared and honored to help Laredo secure its future, protect its water resources, and achieve true water security through expertise, innovation, and an unwavering commitment to partnership.

Sincerely,

Anubis Engineering, Inc.

Joshua L. Berryhill, P.E.
President / CEO



II. SUMMARY OF QUALIFICATIONS

Anubis Engineering, Inc. (Anubis) is a multidisciplinary water and wastewater engineering firm dedicated to helping South Texas communities plan, fund, build, and operate resilient utility infrastructure. While Anubis was formally incorporated in 2024, our leadership and senior staff bring more than 40 years of combined project and program management, water and wastewater engineering, regulatory, and operational experience, with a long track record of supporting municipal, industrial, and regional utility systems across South Texas. Our work has consistently focused on the real-world challenges facing utilities in this region, chronic drought, limited water supply, aging infrastructure, rapid growth, and increasing regulatory pressure.

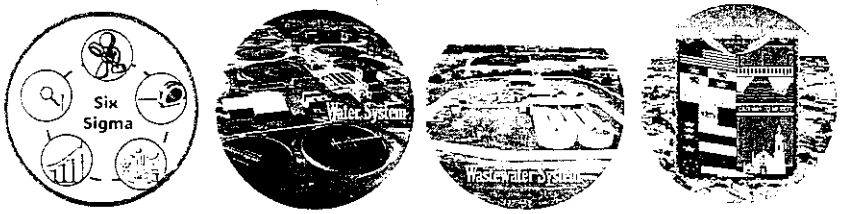
Anubis offers a full suite of end-to-end engineering and utility support services, including engineering planning, design, permitting, procurement, pilot testing, in-house compliance laboratory set up, construction management, commissioning, operator training, troubleshooting, compliance support, QA/QC, operations and maintenance guidance, information management, and process technology development. This holistic capability allows us to mentor and coach utilities through every phase of the project lifecycle, enabling them with the ability to monitor and track their capital portfolio appropriately.

Our greatest value, however, lies in our project and program management expertise. With experience delivering more than 230 water and wastewater projects across Texas and assisting clients in securing over $800 million in state and federal financial assistance, Anubis understands how to identify the right projects, define achievable scope, build realistic schedules, secure funding, and guide complex portfolios to completion. We specialize in helping utilities strategically structure their capital programs so they can keep pace with regional growth, respond to increasing service demands, and maximize the value of every infrastructure investment.

For the City of Laredo, we bring the experience and discipline necessary to help the Utilities Department:

- Plan and prioritize projects based on risk, regulatory drivers, and long-term system needs.
- Align funding opportunities with project identification and prioritization so capital improvements are financially achievable.
- Define accurate and attainable scope, budgets, and timelines, avoiding costly redesigns, and delays.
- Manage multiple engineering partners, ensuring alignment with utility standards, and on-time deliverables.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS. TODAY AND BEYOND

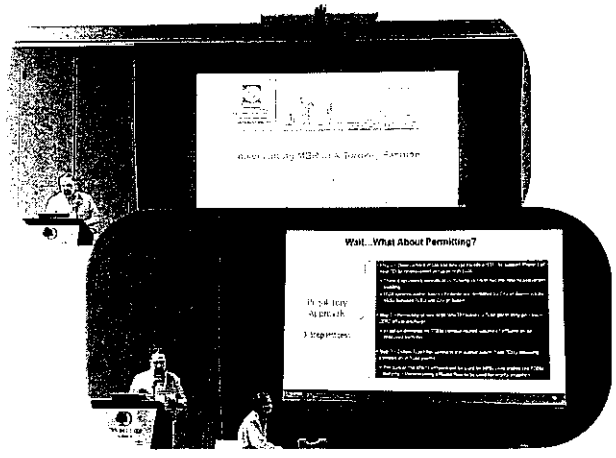


- Mitigate project risk by managing resources, schedules, cost exposure, and stakeholder communication.
- Support construction and post-construction needs, including commissioning, training, troubleshooting, and compliance support to ensure contract compliance and long-term asset performance.

Beyond traditional municipal work, Anubis is also advancing innovative water strategies for emerging industries in South Texas. Our team has supported water reuse and advanced treatment initiatives for data centers, cryptocurrency facilities, green hydrogen projects, and public-private partnerships (P3s), developing, troubleshooting and managing solutions that minimize impacts to municipal supplies and expand regional water reliability. Whether the project involves conventional treatment, membrane systems, desalination, wastewater reuse, or aquifer storage and recovery (ASR), our team has the technical depth and management capability to guide clients through even the most complex challenges.

Under the leadership of Joshua L. Berryhill, P.E., President/CEO, Anubis ensures that every client receives hands-on involvement from experienced professionals. Mr. Berryhill will serve as the primary point of contact and project manager, personally supporting key presentations, negotiations, strategy sessions, and critical project milestones to ensure project success.

Anubis is committed to being a long-term partner to the City of Laredo, helping the Utilities Department plan confidently, invest wisely, and deliver a resilient water and wastewater future through disciplined project management, technical excellence, and innovative problem-solving.

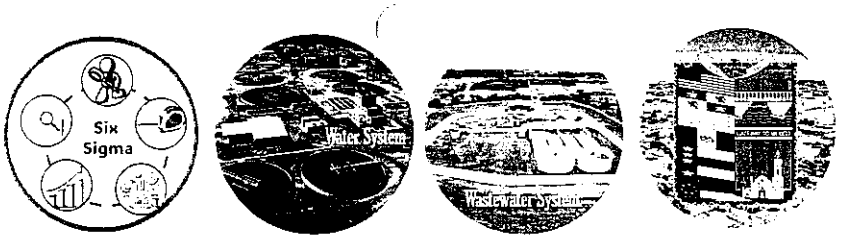


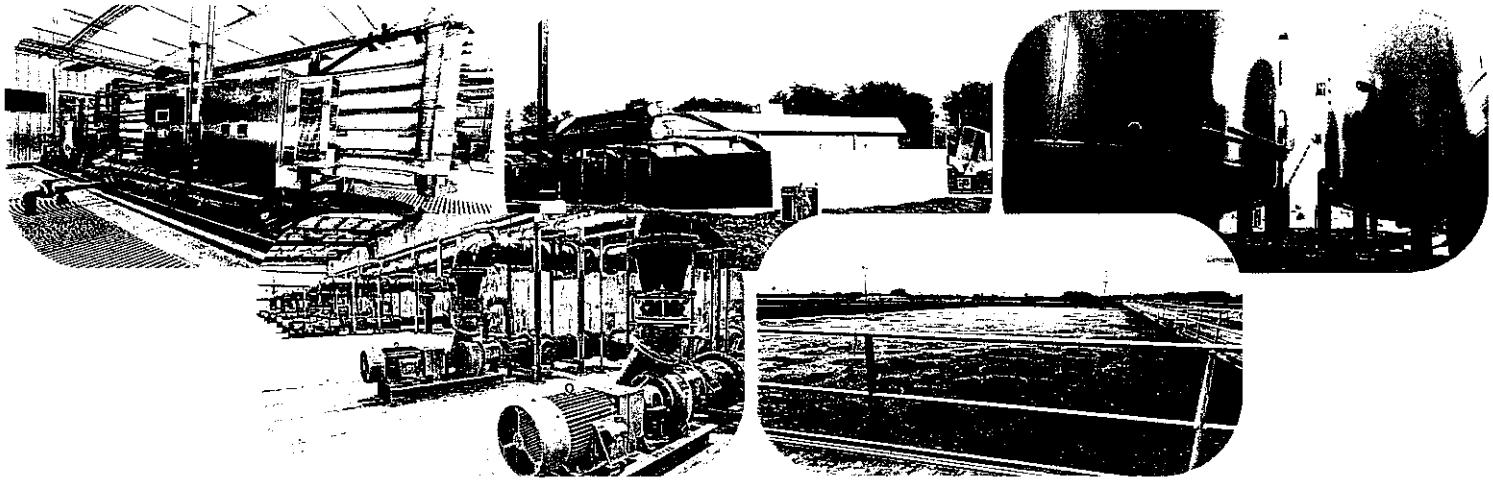
Anubis is led by industry veteran **Joshua L. Berryhill**, P.E., who brings over **22 years** of deep **technical expertise** and leadership to the **Texas and Arkansas** markets, as well as providing technical support throughout the United States. In this photo, Mr. Berryhill is sharing the implementation of a Membrane Bioreactor system in a turnkey fashion at the **SCMA 2025 annual conference** in Abilene, Texas.

Anubis Engineering has no current or pending litigation.

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

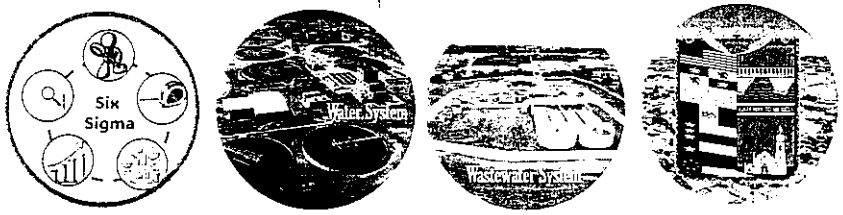




With a portfolio of 230+ successfully managed and delivered projects, Mr. Berryhill has helped shape some of the most advanced water treatment, reuse, and radionuclide reduction systems in Texas, including cutting-edge membrane filtration and desalination facilities. Beyond use of advanced technologies however, Mr. Berryhill has extensive experience in working with all forms of treatment technology, including identifying opportunities to optimize performance for even 50-70 year old conventional treatment facilities throughout Texas.

Choosing Anubis means selecting a partner that not only understands the complexities of the City of Laredo's current challenges, but also knows how to transform them into long-term, dependable solutions while strengthening Laredo's Utility Department systems, people, and long-term capacity.

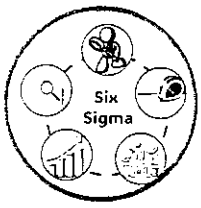
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

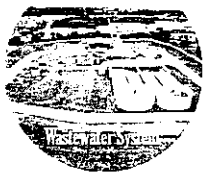
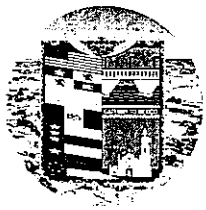


III. FIRM CONTACT INFORMATION

The main point of contact to City of Laredo from Anubis Engineering will be as follows:

Joshua L. Berryhill, P.E.
President / CEO
Anubis Engineering, Inc.
4901 S. McColl Rd
Edinburg, TX 78539
Office Telephone: (956) 878-1900
Mobile Telephone: (325) 513-2338
Fax: (213) 283-8608
Email: joshua.berryhill@anubis-eng.com

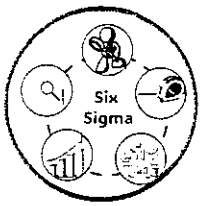


IV. ACKNOWLEDGMENT OF ADDENDA

As of the date of this Statement of Qualifications, no addenda have been issued from the City of Laredo Utilities Department for the Project Management and Program Management support services RFP.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

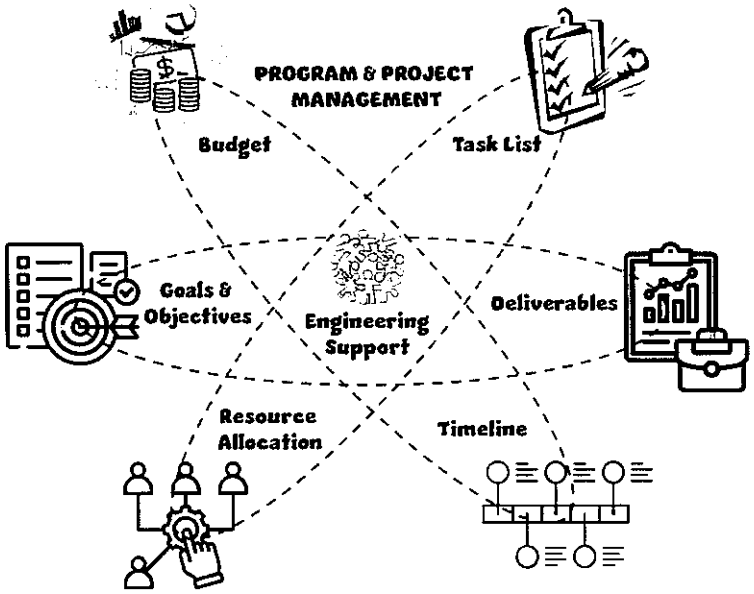


V. FIRM PROFILE AND QUALIFICATIONS

Anubis Engineering, Inc. (Anubis) is a forward-focused consulting and engineering firm specializing in advanced water and wastewater treatment solutions, project and program management, and strategic project delivery. Although formally established in October 2024, Anubis has been operating for fourteen (14) months and is built on more than 20 years of proven experience delivering innovative, resilient, and regulatory-ready water and wastewater infrastructure throughout Texas, Arkansas, and Colorado, with over 40 years of combined project and program management practices in United States and International markets to ensure clients and stakeholders expectations are achieved.

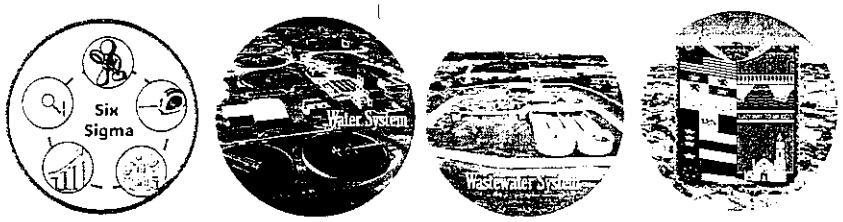
Led by Mr. Joshua Berryhill, a recognized industry leader in the Texas water sector, our team brings a strong legacy of helping municipalities, utilities, and private industry plan, fund, design, deliver, and optimize high-performing infrastructures. Every project, either large or small is approached with a commitment to long-term system reliability, regulatory compliance, environmental governance, and enhanced operational resilience.

What truly sets Anubis apart is our [illegible] in conjunction to our technical engineering capability across water, wastewater, industrial, technology, and manufacturing sectors, including international work requiring multicultural, multilingual coordination. Our team has developed strong strategic-thinking capabilities and applies them across the full project lifecycle. We focus on delivering comprehensive engineering support paired with robust project and program management leadership and operational excellence.



At Anubis Engineering, Mrs. **Veronica Avitia**, Sr. Project Manager, plays a key role in guiding organizations to align their objectives, strengthen execution, and drive measurable results. She leverages **Lean Six Sigma principles** to promote continuous improvement at every level of engagement, enhancing project performance and organizational efficiency. Her approach is anchored in our **Program and Project Management Critical-to-Quality (CTQ) standards**, illustrated in the graphic.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



We excel at uniting diverse partners, stakeholders, and engineering teams to achieve synchronized scope, schedule, budget, deliverables, and long-term performance outcomes.

Though our name is new, our experience is time-tested. Anubis is committed to standing beside our clients through every stage of project development, from concept to prioritization to execution. We transform vision into financially sound, technically feasible, and operationally achievable plans that deliver on scope, meet deadlines, and support long-term utility resilience.

Anubis Engineering is here to help your Utilities Department plan wisely, build confidently, and operate sustainably, ensuring your community's water future is strong for the generations ahead.

Our Location

While Anubis Engineering's physical and mailing address is as follows:

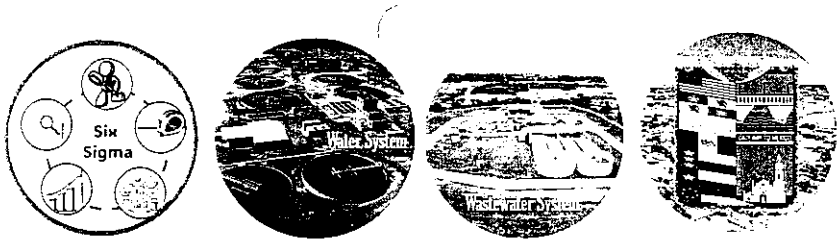
4901 S. McColl Rd.
Edinburg, Texas 78539

We are your neighbors in the same fight for water security!

We are living and working in South Texas, we face the same drought pressures, the same supply limitations, and the same responsibility to protect our communities' future. And unlike large, distant firms, we never ship your [illegible] to remote offices. With us, every work opportunity remains with the same South [illegible] team that understands its urgency and will stand beside you to provide you with the [illegible] to ensure your current portfolio is being managed accurately across the multiple engineering partners and contractors ensuring the deliverables are met in accordance to contractual agreements while on time, and within budget.

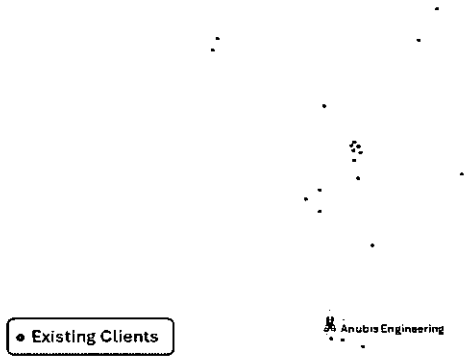
At Anubis Engineering, we're proud to say: "From Texas, for Texans", and we believe Laredo's Utilities Department deserve clear, accessible information and education to prepare themselves for the real-world challenges we are experiencing, enabling and empower them to be part of the solution. Reinforcing the value of that old phrase "every drop counts" as we must emphasize the importance of every action while we are working together to protect our budget and our client's wallet delivering financial sustainability.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Anubis Engineering operates from South Texas, but our reach, and our results extend across Texas. We bring statewide expertise with a South Texas mindset, shaped by decades of living and working in one of the most drought-challenged regions of the State.

OUR LOCATION



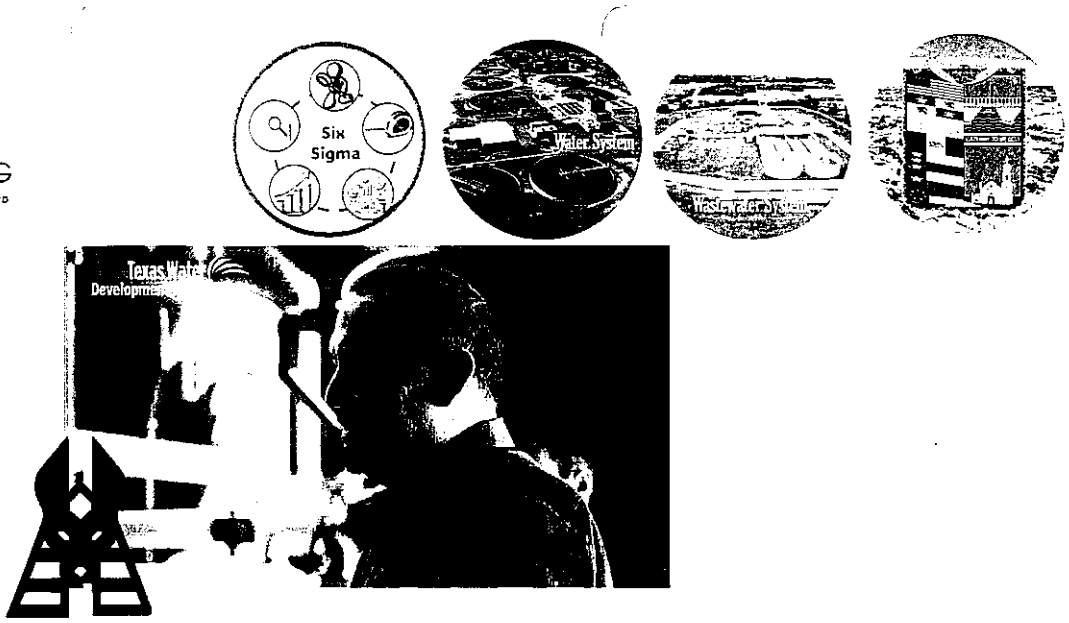
OUR REACH, AND OUR RESULTS EXTEND ACROSS TEXAS, STRENGTHENED BY THE TRUST AND PARTNERSHIPS WE'VE BUILT WITH OUR CUSTOMERS

Our Mission Statement

The mission of Anubis Engineering (Anubis) is to help clients [illegible] o build a more resilient, sustainable water and wastewater future through an innovative and tailored six sigma methodology and project management approach philosophy. One of our major strengths at Anubis Engineering is our [illegible] existing projects for utilities infrastructures through innovation and customization without sacrificing efficiency and cost-effectiveness. We create design concepts that prepare for what is approaching while successfully meeting today's needs. With a laser focus on improving capacity, efficiency, and effectiveness, we're dedicated to building smarter, stronger systems for your community.

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Mr. Berryhill provided the TWDB funded radionuclide system tour for the City of Brady to the TWDB executive team and Board Members. Mr. Berryhill helped the City of Brady obtain over 90% grant funding for their radionuclide reduction project through the TWDB's EDAP program, and also provided the design of the radionuclide reduction treatment system.

Our Promise

Engineering Tomorrow's Water Solutions Today - With You, Not for You

We know and understand the challenges, rising costs, limited budget, tightening regulations, and growing demand for our water and wastewater systems.

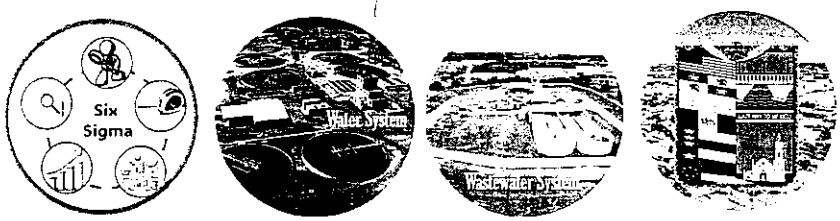
That's why we do more than deliver projects, we build partnerships. Our promise is to be an effective extension of your team by bringing our disciplined project management approach, enhancing total quality management through continuous improvement, innovation, and proven technologies, empowering clients with the appropriate knowledge and support to ensure that all today's contractual needs and deliveries are achieved while staying strong for the future through safeguarding and protecting the financial interests of our clients. We share our promise with our clients, partners and employees.

At Anubis Engineering, our success starts and ends with a relentless commitment to our clients.

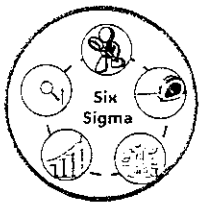
We lead with purpose, combining a customized management approach, enhanced collaboration, technological innovation, risk management, and custom-built solutions to meet the evolving demands of water and wastewater systems. We understand that no two projects are the same, which is why we prepare ourselves for each unique client's demands.

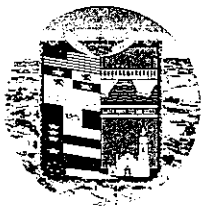
ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our secret is a proven engineering formula that blends [illegible] with the latest advancements, all grounded in a continuous improvement culture, strong teamwork and collaborative relationship with our clients.





VI. FIRM ORGANIZATON STRUCTURE

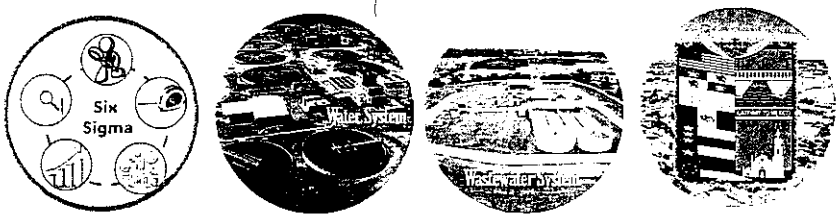
Anubis Engineering has two primary principals in the firm at this time:

- Joshua L. Berryhill, P.E.
  President / CEO
  Anubis Engineering, Inc.
  4901 S. McColl Rd
  Edinburg, TX 78539
  Office Telephone: (956) 878-1900
  Mobile Telephone: (325) 513-2338
  Fax: (213) 283-8608
  Email: joshua.berryhill@anubis-eng.com
  Principal Ownership: 40% Ownership in the Firm

- Rose Hernandez
  Business Development and HR Manager / Chairman of the Board of Directors
  Anubis Engineering, Inc.
  4901 S. McColl Rd
  Edinburg, TX 78539
  Office Telephone: (956) 878-1900
  Mobile Telephone: (325) 513-4395
  Fax: (213) 283-8608
  Email: rose.hernandez@anubis-eng.com
  Principal Ownership: 51% Ownership in the Firm

At Anubis Engineering, diversity is built into our foundation. With Rose Hernandez holding a 51% ownership stake in the firm, we proudly meet the criteria for Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), and Women-Owned Business Enterprises (WBE) status. While our formal certifications are currently in process in registering with the State of Texas, our leadership structure already reflects the values and qualifications these designations represent. This position us to support our clients' diversity goals from day one, while we complete the final steps toward official registration.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



VII. CORE CAPABILITIES AND SERVICES OVERVIEW

Water is life, and every community, everywhere, depends on a reliable supply and an effective way to manage water and wastewater.

In the Water and Wastewater sector, the stakes are high as [illegible] impacts public health, [illegible] of utilities. Setting the right goals and master plans is essential, but it is equally critical to ensure that the path we choose to improve service reliability, reduce costs, or upgrade aging infrastructure is well structured and fully align with the client's strategic intent. When clear and appropriate goals are supported by the right methodology, we can avoid budgets overruns, service disruptions, and unhappy clients, while ensuring project's completion.

The Anubis Engineering team brings extensive experience in Project and Program Management, Water and Wastewater technical skills, multiple different project delivery methods experience, and utility operations, optimization and support with a deep understanding of the region conditions, limitations and rapid population growth.

Our current services are backed by proven expertise and deep understanding of the water and wastewater sector, empowering us to fully support the City of Laredo's Project and Program Management Support Services by providing mentoring and coaching. We aim to strengthen the Utilities Department Engineering function by enhancing their ability to manage and assess their capital portfolio while avoiding duplication of engineering efforts.

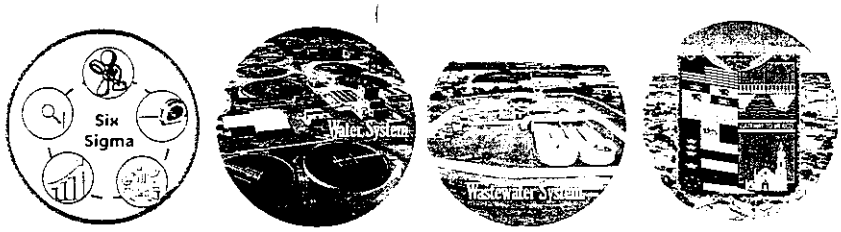
Anubis offers a full suite of end-to-end engineering and utility support services:

- Project and Program Management
- Engineering Planning Phase
- Design Phase
- Permitting Support
- Funding Assistance
- Procurement Support
- Pilot Testing
- In-house Laboratory set up
- Construction Management
- Closeout and Warranty Support
- Commissioning
- Operator Training
- Troubleshooting
- Compliance Support
- QA/QC
- Operations and Maintenance Guidance
- Information Management
- Process Technology Development

We understand that today's economic landscape creates a complex and challenging environment for advancing critical projects and investments. That is why we are committed to bringing Project and Program Management excellence to Laredo's Utilities Department to help you plan with confidence, invest wisely, and deliver resilient Water and Wastewater now and in the future.

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our staff continuously seek available funding alternatives to leverage and safeguard our client's limited budget, providing them with the ability to identify, evaluate and implement alternatives that are both financially and technically feasible, not just possible.

Mr. Berryhill, a recognized leader in the Water and Wastewater sector has played a key role in most of the state's most advanced facilities, from assistance in planning, to pilot testing, design, construction and commissioning support, operational training, to existing facility troubleshooting and optimization. From securing new water sources to designing cutting-edge treatment systems, Mr. Berryhill has helped communities turn "impossible" projects into operational realities.

This holistic capability allows us to support utilities through every phase of each project's lifecycle, not just delivering infrastructure, but strengthening long-term system performance, reliability, and sustainability.

Anubis understands that every client is unique, and every project requires customization for you to reflect your distinctive value, enabling each project to be positioned for success.

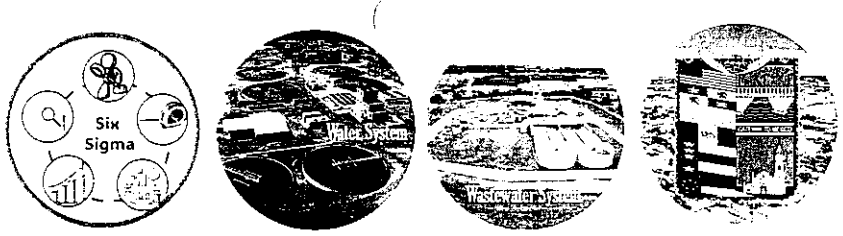
Organization Capabilities

Anubis Engineering is more than an engineering firm, we are a full-service partner for water and wastewater solutions. Led by Mr. Berryhill's 20+ years of Texas based experience, we provide:

- Project and Program Management: helping you establish objectives and defining deliverables to further ensure project success.
- Engineering - conventional, advanced, and hybrid treatment designs.
- Procurement - sourcing the best-fit technology and equipment.
- Permitting & Environmental Compliance - navigating complex regulations.
- Funding Assistance - helping you secure low-cost financing (TWDB, USDA-RD, CDBG, EPA).
- Construction Administration & Commissioning - from groundbreaking to handover.
- Operator Training & Pilot Testing — ensuring systems operate as intended.

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

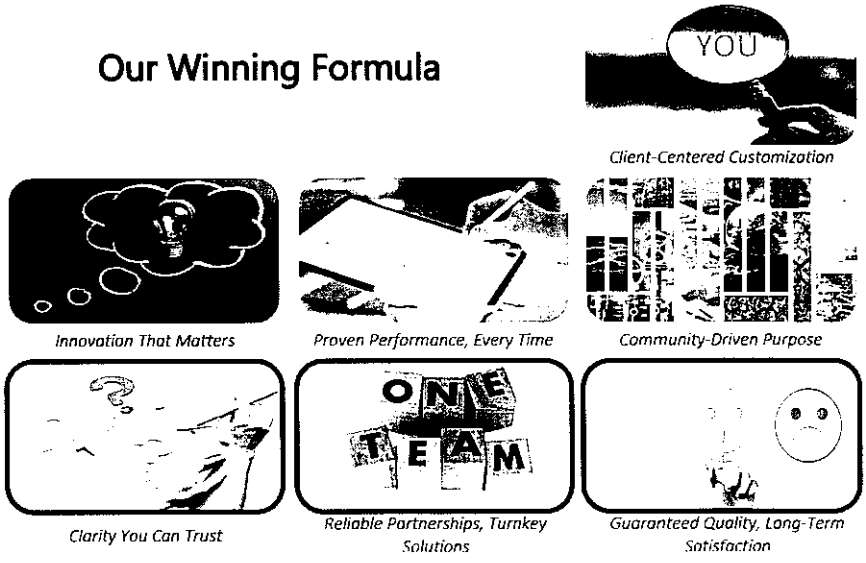


Our Competitive Edge

- Strategic Leaders with over 40 years of experience in Project and Program Management on international markets to ensure project success, clients and stakeholders' expectations are achieved.
- Pioneering work with brackish groundwater, surface water, seawater desalination, and wastewater reuse technologies.
- Experience in reuse program development and infrastructure funding acquisition.
- Capability in alternative project delivery for faster, more cost-efficient results.
- Proven success in upgrading facilities with both conventional and advanced technologies.
- Expertise in radionuclide treatment for communities with radioactive water sources.
- A flexible, client-first approach—tailoring every solution to the client's needs, schedule, and budget.

Our proven formula combines Project and Program Management capabilities, deep technical expertise, cutting-edge technology, and close client collaboration to deliver solutions that are practical, efficient, and future-ready.

Our Winning Formula



Client-Centered Customization

Innovation That Matters

Proven Performance, Every Time

Community-Driven Purpose

Clarity You Can Trust

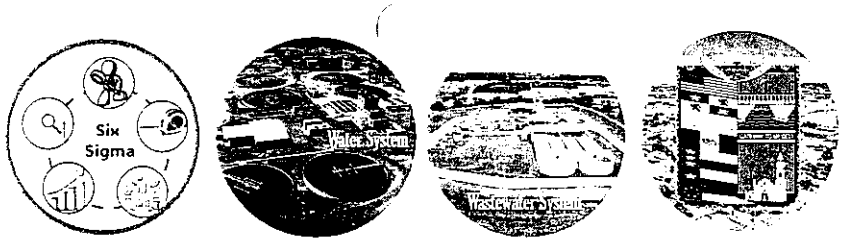
Reliable Partnerships, Turnkey Solutions

Guaranteed Quality, Long-Term Satisfaction

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

Scope of Services Offered

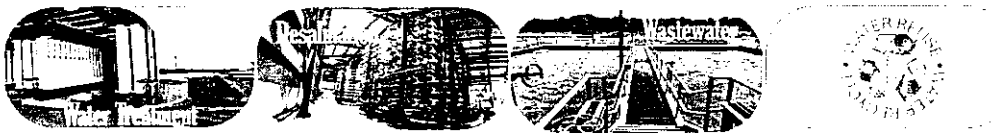


Anubis Engineering provides comprehensive Project and Program Management support services, supported by a diverse expertise that set us apart. Our competitive advantage positions the City of Laredo Utilities Department with a trusted partner capable of augmenting its engineering function to achieve stability, improvement and sustainable growth across their Capital Portfolio. Backed by [redacted] and Program Manage[redacted], we are committed to ensuring project success, and meeting stakeholders' expectations.

Our market sector specializes in your "Gemba" – the true value zone where work happens and where water and wastewater services directly impact daily life. The water and wastewater value stream is essential to our routine; it is embedded in every activity that depends on clean, reliable water and effective treatment systems. Our mission is to help secure and protect our most vital resource, our water - by delivering services that strengthen, improve, and advance water and wastewater systems. We do this through comprehensive Project and Program Management support, along with technical guidance across every phase of the project lifecycle.

The following image illustrates how the services outlined in the City of Laredo Utilities Department Project and Program Management RFP align with our existing service portfolio, demonstrating the full synchronization between your needs and our capabilities.

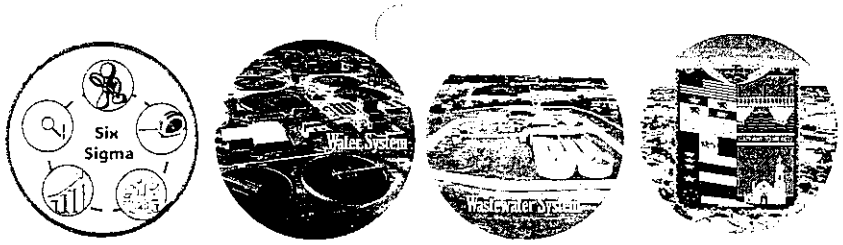
OUR MARKETS



OUR SERVICES

Planning	Design	Construction	After Project	Project Management
Condition Assessment. Environmental Consulting. Regulatory Assistance. Permitting. Funding Assistance. Pilot Testing. Water Quality Analysis. Water Age Assessment.	Hydraulic Analysis. Technology Customization. Procurement.	Quality Assurance. Quality Control. Construction. Commissioning. Startup. Operator Training Services.	Troubleshooting, Compliance Performance. Troubleshooting; Automation. Additional Operator Training.	Scope Management. Time Management. Cost Control. Quality Control. Risk Management. Communications. Resources. Stakeholder Engagement.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Every project we undertake:

- Safeguard our clients' budget(s) and protect their financial stability.
- Empower communities and client infrastructures.
- Protects the environment from system noncompliance or poor performance.
- Secures future water supplies to sustain community growth and development.

But, we are aware that Effective Capital Portfolio management extends far beyond assessing existing projects – it requires thoughtful planning and prioritization based on risk, regulatory drivers, and long-term needs, everything in alignment with City of Laredo master plan to accurately support strategic funding research. As part of our commitment to your project we are in the best position to assist you with funding suggestions to further ensure Capital Portfolio sustainable growth by establishing not only prioritization based on needs but also financial stability. Our staff is under the guidance and leadership of Mr. Joshua Berryhill, who has over 20 years of Texas-based funding experience:

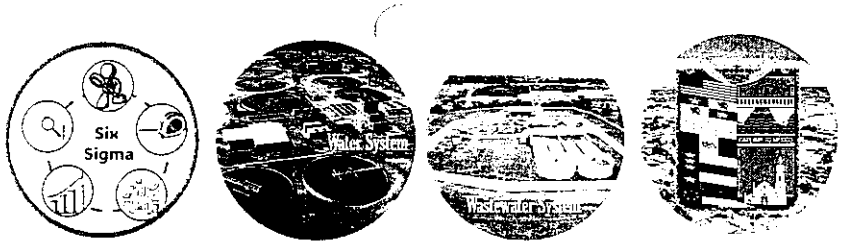
- TWDB Financial Assistance
  - State Revolving Fund (SRF)
    - Clean Water State Revolving Fund (CWSRF)
    - Drinking Water State Revolving Fund (DWSRF)
  - Asset Management Program for Small Systems (AMPSS)
  - Lead Service Line Replacement Program (LSLR)
  - Texas Water Development Fund (DFund)
  - Economically Distressed Areas Program (EDAP)
  - State Water Implementation Fund for Texas (SWIFT)
  - Rural Water Assistance Fund (RWAF)
  - Emerging Contaminants (EC)

- EPA Financial Assistance
  - Water Infrastructure Finance and Innovation Act (WIFIA)

- USDA Financial Assistance:
  - United States Department of Agriculture-Rural Development (USDA-RD)

- USBR Financial Assistance:
  - WaterSMART: Recycling and Desalination Program

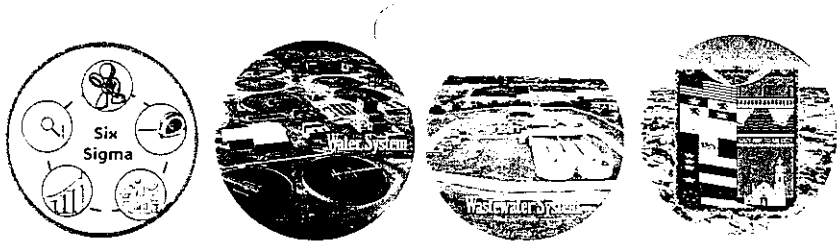
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



VIII. TEXAS WATER AND WASTEWATER EXPERIENCE

Beyond the project examples we have provided within the body of this RFP response, Anubis Engineering is including our complete project experience in the following appendices to the RFP response.

APPENDIX A - ANUBIS PROJECT AND PROGRAM MANAGEMENT EXPERIENCE
APPENDIX B - ANUBIS FUNDING EXPERIENCE
APPENDIX C - ANUBIS WATER DESALINATION EXPERIENCE
APPENDIX D - ANUBIS WATER TREATMENT EXPERIENCE
APPENDIX E - ANUBIS WASTEWATER TREATMENT EXPERIENCE
APPENDIX F - ANUBIS WATER REUSE EXPERIENCE
APPENDIX G - ANUBIS PERMITTING EXPERIENCE



IX. PROJECT TEAM STRUCTURE AND ROLES

We are the team you've been looking for;

Anubis Engineering is Capable, Accountable and Available,
and within the City of Laredo's region.

Although we are based in Edinburg, we have deep knowledge of the unique challenges facing South Texas utilities and a strong understanding of the City of Laredo Utilities Department's needs. Our team is prepared to deliver exceptional support to your Engineering Function by applying Lean Six Sigma principles within a robust Project and Program Management framework. This approach enables us to help you develop, preserve and expand your capital portfolio while guiding and supporting every project phase, defining, monitoring, tracking and securing deliverables on time and within budget.

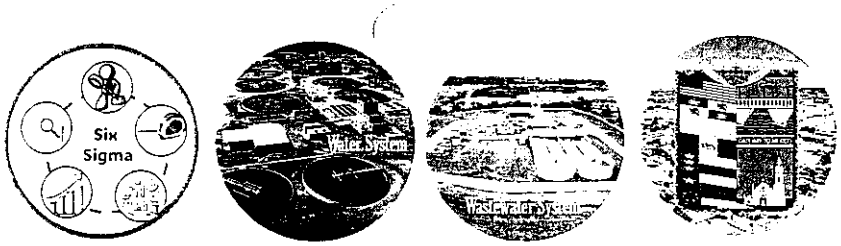
By combining local insight with disciplined project management, continuous innovation and feasible technologies, we position ourselves as the best partner to help the City of Laredo define, establish, and execute immediate and long-lasting solutions to strengthen the water supply your community deserves while protecting everyone's financials.

Anubis Engineering, we focus on maximizing the value of your existing procedures, systems and infrastructures to stretch available funds as far as possible, delivering solutions based on your goals, your timeline, and your budget.

Founded in 2024, Anubis Engineering is led by industry veteran Joshua L. Berryhill, P.E., who brings over 22 years of extensive technical expertise and proven leadership to the Texas and Arkansas markets.

Our senior leadership team brings a combined 40+ years of high-level engineering experience to support your most critical projects:

- **Joshua Berryhill, P.E.** – President / CEO of Anubis Engineering, with a track record of delivering 230+ water and wastewater projects, including some of Texas's most advanced membrane treatment, water reuse, and radionuclide reduction systems. Joshua has also successfully provided technical engineering for 50+ permit applications with the Texas Commission on Environmental Quality (TCEQ), including multiple industrial discharge and evaporation permits for brackish water treatment plant wastewater. Mr. Berryhill is also highly



skilled in project and program experience, assisting utilities all over Texas with developing master planning and capital improvements programs.

- **Veronica Avitia, Senior Project Manager** – result drive strategic leader with over 20 years of international experience in Project and Program Management, systems integration, and portfolio development, guided by Lean and six sigma principles. She combines technical expertise in water and wastewater engineering, including treatment plant design, permitting and funding coordination with proven capabilities in operational excellence and business transformation. Skilled in aligning clients' objectives, managing complex projects and delivering innovative cost-effective solutions to further achieve resilient, sustainable outcome in time and within budget.

At Anubis Engineering, we lead with purpose, blending community awareness, technological innovation, and tailored engineering solutions to meet the evolving demands of water and wastewater systems. We understand that every project is unique, and every client deserves a solution designed around their specific needs, goals, budget, and timeline.

Our goal is to avoid duplication of engineering efforts while augmenting your Utilities Department Engineering Function capabilities

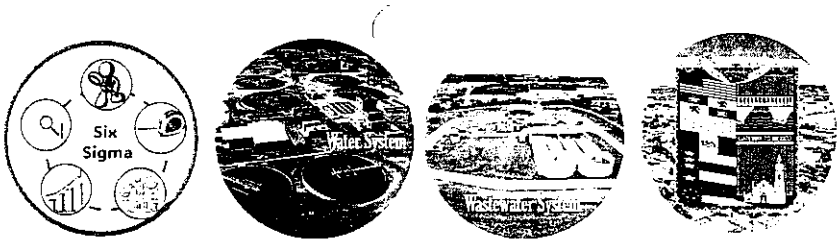
The proposed Project and Program Management team for the Laredo's Utilities Department Project and Program Management Support Service is staffed within the following office. Please refer to section X for a concise, two-page version of key personnel resumes and Appendix H for comprehensive, detailed version resumes. The proposed Project Manager for an awarded project by City of Laredo will be Joshua L. Berryhill, P.E. and Anubis' Assistant Project Manager will be Veronica Avitia.

ANUBIS

Edinburg, Texas (Corporate Office) - 9 total employees as of November 2025

- 2 Professional Engineers
- 4 Junior Engineers
- 1 Design Drafting Technician
- 2 Administrative

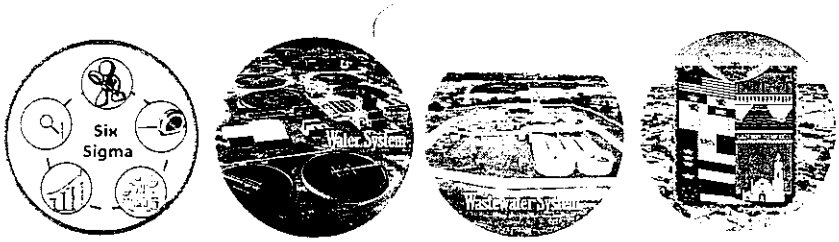
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



As noted previously, Anubis Engineering's Corporate Headquarters is located in Edinburg, Texas. To prepare for being able to support a growing number of utilities throughout the State of Texas, Anubis acquired the entire second floor of its building location, which provides room for Anubis Engineering's growth of approximately 30 staff in the immediate future. Furthermore, Anubis has already secured access to lease the entire first floor of its building as well, which will allow for rapid expansion of Anubis Engineering staff up to approximately 60 personnel at its current location.

Our team delivers not just project oversight, but a full umbrella of program management, covering planning, prioritization, portfolio coordination, funding alignment, risk management, and performance tracking and is prepared to help Laredo secure its future, protect its water resources, and achieve true water security through expertise, innovation, and an unwavering commitment to partnership.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



X. KEY PERSONNEL RESUME

Joshua Berryhill, PE

PROJECT / PROGRAM MANAGEMENT TECHNICAL SUPPORT DIRECTOR

Mr. Berryhill has over 22 years' experience in the design, operation and analysis of water treatment systems, including work on over 230 different water treatment plant (WTP) and wastewater treatment plant (WWTP) facilities throughout Texas. Mr. Berryhill's experience also includes the development of master planning programs, capital improvements programs, impact fee and development support programs, and regulatory and funding acquisition support assistance. Mr. Berryhill also has extensive experience in providing Owner's Representative services to municipal clients, working as an extension to municipal utility teams to support, manage, and provide technical review of consultant teams' project designs to ensure regulatory compliance and meeting clients' goals.

WATER PROJECT HIGHLIGHTS

City of Roma

Evaluation, Rehabilitation, and Upgrade of Existing WTP – Plus Master Planning for Future New WTP

- 5.15 MGD conventional WTP upgrade with new pretreatment and membrane filters
- CSP alternative delivery project, restored production from a partly functional 2.5 MGD conventional plant

City of Beeville

Evaluation, Rehabilitation, and Upgrade of Existing WTP – Plus Assistance with MCPE and CAP

- 7.0 MGD conventional WTP upgrade with new plate settler pretreatment system
- CSP alternative delivery project, restored production from a partly functional 3.5 MGD conventional plant

City of Agilere

New Brackish Water Supply Development Project

- 16.75 MGD membrane filtration and reverse osmosis desalination plant
- CMAR alternative delivery project, with design / construction completed in 6 / 12 months, respectively

Parker County Special Utility District

Evaluation, Rehabilitation, Upgrade, and Expansion of Existing WTP

- 2.0 MGD membrane filtration and reverse osmosis desalination plant expansion
- CSP alternative delivery project, restored production from a partly functional 0.6 MGD desal plant

WASTEWATER PROJECT HIGHLIGHTS

City of Roma

Evaluation, Rehabilitation, and Upgrade of Existing WWTP

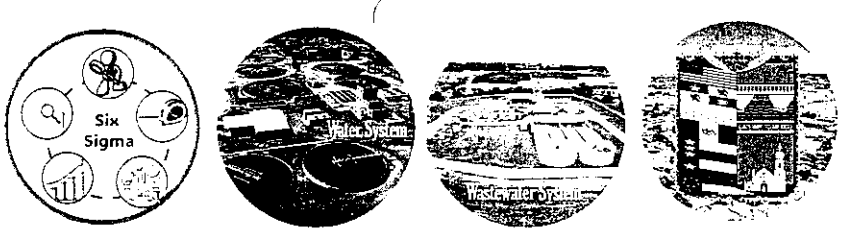
- 2.0 MGD conventional WWTP upgrade to restore permit compliance, energy efficiency, and reduce O&M
- CSP alternative delivery project, development of multiple bid alternates to maximize City's budget flexibility

City of Fulshear

Evaluation, Rehabilitation, Upgrade, and Expansion of Existing WWTP – Plus Master Planning for Future Needs

- 3.0 MGD conventional WWTP upgrade with new MOB process to maximize existing component capacity
- CSP alternative delivery project, expanded treatment capacity at 75% of original budget expectations

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



City of Huntsville
Evaluation, Rehabilitation, Upgrade, and Expansion of Existing WWTP – Plus Master Planning for Future Needs

- 4.15 MGD conventional WWTP upgrade with new SBR process to maximize existing component capacity
- CSP alternative delivery project, expanded treatment capacity at 75% of original budget expectations

Texas Division of Emergency Management
Evaluation, Permitting and Design of New WWTP

- 36,000 gpd membrane bioreactor (MBR) turnkey WWTP project
- DB alternative delivery project, expedited all regulatory review steps through TCEQ

PROJECT / PROGRAM MANAGEMENT HIGHLIGHTS

Parker County Special Utility District
Redevelopment of Master Planning Program

- Re-established master planning program for current, 5-yr, 10-yr, 20-yr, 30-yr, and 50-yr water needs
- Re-established capital projects planning program for initial 10-yr window for impact fee planning

City of Roma
Development of Master Planning Program

- Development of master planning program for current, 5-yr, 10-yr, 20-yr, 30-yr, and 50-yr water needs
- Development of master planning program for current, 5-yr, 10-yr, 20-yr, 30-yr, and 50-yr wastewater and reuse needs

City of Missouri City
Development of Master Planning Program

- Development of master planning program for current, 5-yr, 10-yr, 20-yr, 30-yr, and 50-yr water needs
- Development of master planning program for current, 5-yr, 10-yr, 20-yr, 30-yr, and 50-yr wastewater and reuse needs

City of Roma
Development of Master Planning Program

- Development of master planning program for current, 5-yr, 10-yr, 20-yr, 30-yr, and 50-yr water needs
- Development of master planning program for current, 5-yr, 10-yr, 20-yr, 30-yr, and 50-yr wastewater and reuse needs

CORPORATE EXPERIENCE

Refer to Appendix H for additional data

EDUCATION

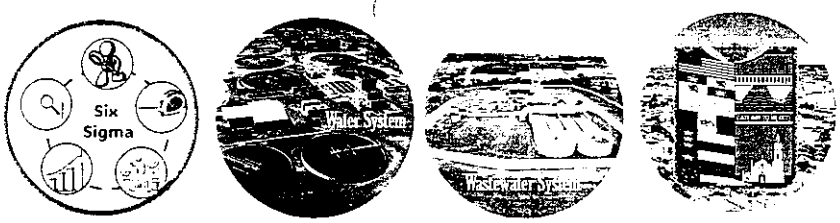
Refer to Appendix H for additional data

CERTIFICATION

Licensed Professional Engineer:

- Texas PE# 100323, Arkansas PE# 20788, Colorado PE# 0067694

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Veronica Avitia, BB, PMP

PROJECT & PROGRAM MANAGER

Mrs. Avitia is a recognized Program Manager with over 20 years of experience leading complex project, program, and portfolio initiatives across manufacturing, engineering, and infrastructure environments. Expert in Lean Six Sigma, change management, and operational excellence, with a proven ability to translate strategy into executable plans that drive performance, manage risk, and deliver measurable results. Brings cross-functional leadership experience and technical exposure to water and wastewater treatment systems, supporting planning, compliance, and large-scale program delivery.

PROJECT HIGHLIGHTS

Project, Program and Portfolio Experience

3M Communication Market Division (CMD) Acquisition and Integration
- Relocated Operations and Systems from CA to MX through a program management umbrella and Lean.

TRM Manufacturing Integration
- Delivered and Developed Manufacturing Capabilities; Process Standardization and Training Certification Program.

Developed and implemented the SMART Labor Standardization Dashboards
- Develop and Deployed Work Standardization and Visual Management Control Tools

Developed and implemented US/MX Digital Dashboard Power BI
- Enabled Data Collection, Analysis and Visual Customization to Facilitate Data- Driven Decisions

Operational Excellence & Lean Six Sigma Project
- Established and Promote the Lean Thinking Culture at all the Level of the Organization

Led the FOH Value Stream End to End (E2E) Improvement
- Managed VSM and Delivered Program and Projects Roadmaps

Built End-to-End Value Stream Management for Cost, Budget, and Funding Control.
- Deployed the "Learning to See Initiative" to Promote Performance Excellence Improvements

Developed VSM Lean Six Sigma to Developed
- Applied the and Promote the Lean Thinking Culture at all the Level of the Organization

Water and Wastewater Experience

Reuse Wastewater Treatment Plant, Texas Division of Emergency Management
- 36,000 gpd BNR-MBR Technical design for WWTP.

Wastewater Treatment Plant Rehabilitation and Upgrade, City of Van Alstyne
- 0.95 MGD WWTP Technical design focused on budget and schedule prioritization.

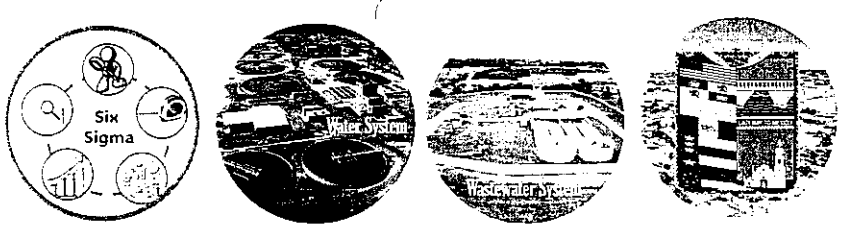
Parker County Special Utility District
- 2.0 MGD membrane filtration, reverse osmosis and PFAS reduction system for WTP #2
- Proposed for CMAR alternative delivery, in planning phase

EXPERIENCE

Anubis Engineering, Inc. 2024-Present
Senior Project Manager

- Oversaw planning, design, pilot operation, permitting, project management, construction management, inspection, O&M services, operational commissioning and startup assistance of new or rehab water and wastewater treatment plants.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



- Conducted plant condition assessments, capability studies, and performance reviews.
- Developed Preliminary Engineering Feasibility Reports (EFR), and Basis of Design Reports (BODR).
- Defined project charters, tracked critical paths, and delivered Opinions of Probable Project Cost (OPPC).

Enprotech Hibbs & Todd, Inc.
Project Manager, 2024-2024

- Managed water and wastewater treatment projects including desalination, reuse, membrane filtration, and MBR technologies.

Corning, Inc.
Worldwide Program Manager, 2005-2023

- Drove profitable M&A due diligence, manufacturing integrations, and divestitures across global portfolios.
- Led 3M CMD integration, delivering $400M revenue growth, $14M synergy savings, and managing $70M global inventory, while keeping program costs 20% under budget.
- Executed TR Manufacturing transfer, increasing capacity 50%, delivering $10M cost savings and $9.1M gross margin improvement via scalable manufacturing platforms.
- Managed plant closure and relocation with zero customer disruption, earning customer merit recognition.
- Successfully hired, onboarded, and certified new talent while maintaining production continuity;

Industrial & Systems Engineering Manager, 2017-2018

- Led ERP and MES performance optimization and system architecture design.
- Pioneered Power BI analytics to enable real-time, data-driven decision-making
- Developed and implemented robust technical solutions for a signaling project, ensuring its successful execution and delivery.
- Developed and deployed Change Management frameworks to support organization transitions.
- Delivered $2M+ in operational savings through Lean initiatives.

Lean Manager, 2015-2017

- Built end-to-end value stream management for cost, budget, and funding control.
- Developed and implemented Lean methodologies to enhance operational efficiency.
- Delivered scalable portfolios tailored to support the Business Green & Black Book objectives, facilitating sustainable growth by delivering $3.2M for two consecutive years.
- Engaged, inspired, and coached business excellence and Six Sigma knowledge across all levels.
- Designed and delivered Lean training and recognition system to empower the workforce, fostering a culture of continuous improvement, and boosting morale.

Operations Manager, 2013-2015

Manufacturing Excellence Facilitator & Chief of Staff, 2012-2013

Engineering Superintendent, 2010-2012

Industrial Engineering Supervisor, 2008-2010

EDUCATION

TecMilenio University – Master of Business Administration, 2020

Tecnológico Nacional de Mexico - Bachelor of Engineering: Industrial Engineering, 2005

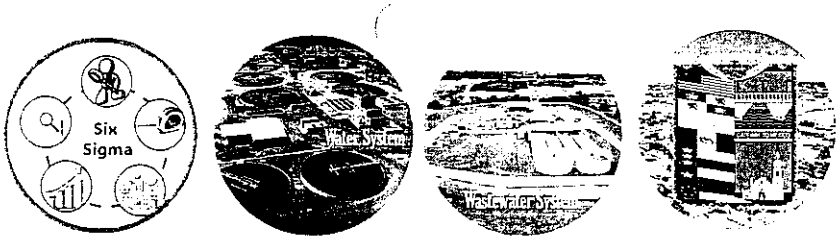
CERTIFICATION & TRAINING

Mexico Licensed PE# 6952488- Efforts are underway to secure a Texas PE license via reciprocity.

Project Management Professional (PMP), Project Management Institute (PMI), 2021

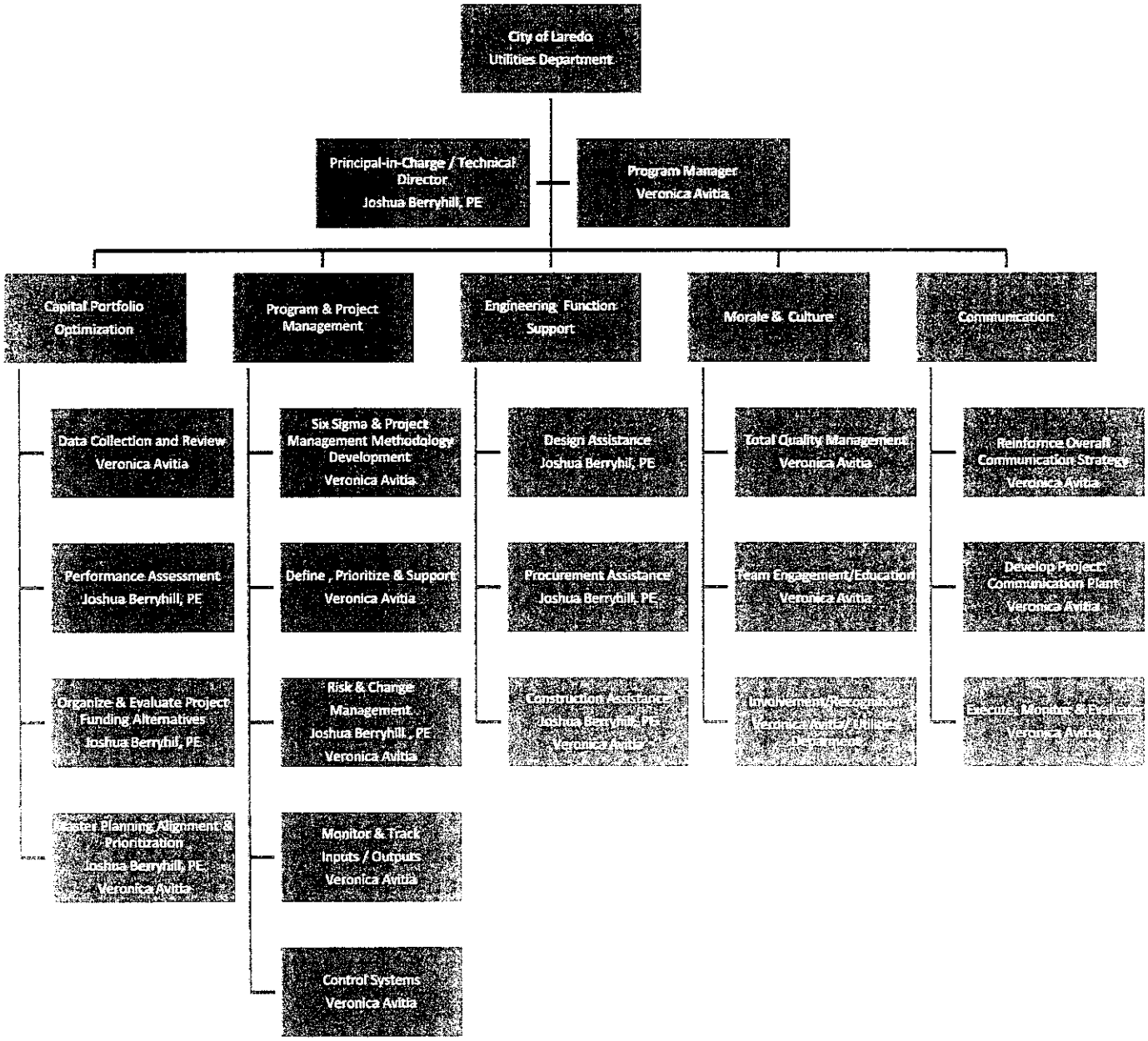
TecMilenio/Lean Six Sigma Institute, Six Sigma black Belt Certification, 2021

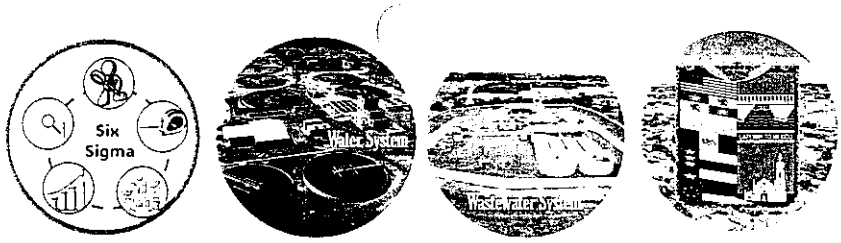
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our Project Team Structure

The proposed project team is located in Anubis Engineering's Corporate Headquarters in Edinburg, Texas. Refer below for an example of an organizational chart for a Project and Program Management Support Services, based on senior professional engineering staff (each task will be supported by current junior engineering staff at Anubis as well).





XI. CURRENT STAFF WORKLOAD AND AVAILABILITY

Our Anubis Engineering's Corporate Headquarters in **Edinburg, Texas** houses:

- 2 Professional Engineers
- 4 Junior Engineers
- 1 Design Drafting Technician
- 2 Administrative

Anubis Engineering currently operates at a commitment level of 50 percent or above. As project backlogs grow, our staff utilization scales accordingly. At present, our workload requires 50% of our team's capacity; however, as existing contracts conclude in the coming months, additional resources will be readily available for this project. We operate with Lean, agile teams that stay close to our clients, ensuring capability, accountability, and responsiveness at every step.

Future Capacity

With only half of our current capacity committed, we are well-positioned to take on new projects without delay. During the life of this project, our operating capacity utilization is projected to be 60 percent or higher. Every project receives daily oversight, strategic alignment with our mission, and real-time progress tracking. Our approach ensures the right resources are always in place to meet deadlines, budgets, and performance goals.

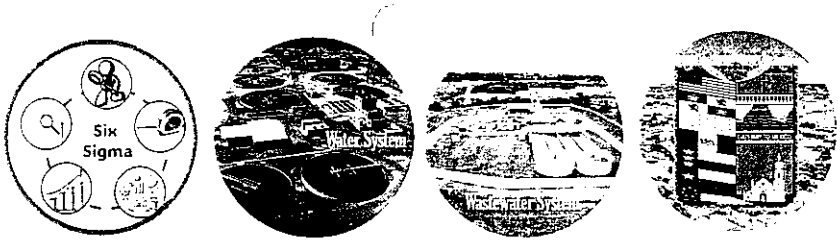
Key Personnel Availability

Based on current staffing, existing projects and known awards, sufficient staff will be available during the time period of this contract. It is anticipated that key personnel will devote the following percentage of time to the project:

- Joshua Berryhill, PE: 50%
- Veronica Avitia: 50%
- Junior Engineering Staff: 75%
- Design Drafting Staff: 75%
- Administrative Staff: 75%

Anubis Engineering's Corporate Headquarters in Edinburg, Texas will serve as the South Texas office for this project, with the local point of contact being Mr. Joshua Berryhill, PE. Mr. Berryhill will be available to immediately respond to requests or concerns.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our Project Team's Primary Office Location

At Anubis Engineering:

Every project we do is proudly completed right here in South Texas.
Designed, Managed, and Executed by the Team that Understands your Region's Realities.

Anubis Engineering's physical and mailing address is as follows:

4901 S. McColl Rd.
Edinburg, Texas 78539
At Anubis Engineering, we're proud to say:
"From Texas, for Texans."

As Anubis Engineering is based in South Texas, our team lives and works within the same water supply challenges that the City of Laredo is battling today. We understand drought stress, groundwater uncertainty, rising salinity, and the urgent need for resilient solutions, because these are our challenges. too. Your city deserves a partner who values proximity, responsibility, and a shared commitment to securing South Texas' future, and a partner who shares your sense of urgency.

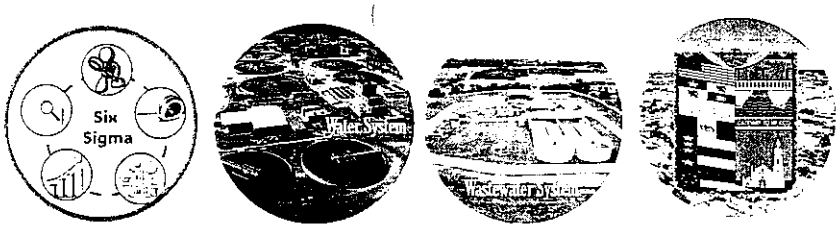
When you choose Anubis, your work stays in South Texas, and so does our commitment to you. You're choosing experience, technical expertise, accountability, and a true partner who will stand beside you through every step of the process to augment Laredo's Utilities Department Engineering capabilities and secure the deliverable of project commitments across multiple engineering firms and contractors.

WATER SCARCITY DOESN'T WAIT AND NEITHER DO WE.

Anubis Engineering

PARTNER WITH ANUBIS;
THE TEAM WHO UNDERSTANDS YOUR CHALLENGES NOT FROM A DISTANCE,
BUT FROM RIGHT HERE IN SOUTH TEXAS

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

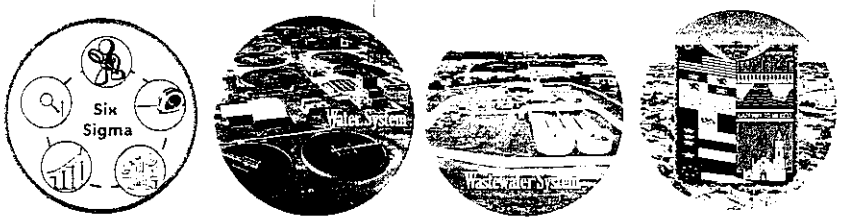


Our commitment runs deep:

- **Raising awareness** about water demand and smart management strategies.
- **Preparing for growth** while facing inevitable drought restrictions, scarcity, and water quality impacts.
- **Researching & updating** the latest project and program management technologies to stay ahead of the curve.
- **Customizing solutions** - because one size never fits all.
- **Local projects on local hands** - All work designed, managed, and delivered by a Team that knows your Region's firsthand, because we live and work here too!

Our "distinctive engineering formula" blends core Project/Program Management and technical expertise with cutting-edge innovation and all grounded in a strong teamwork and collaboration relationship with our clients. This approach ensures every solution fits your requirements, schedule, and budget.

With all our services ready "on the shelf," we deliver the most reliable, high-quality, and cost-effective solutions in the water and wastewater industry, always with our clients in mind.



XII. TECHNICAL APPROACH AND METHODOLOGY FOR PROJECT AND PROGRAM MANAGEMENT SUPPORT

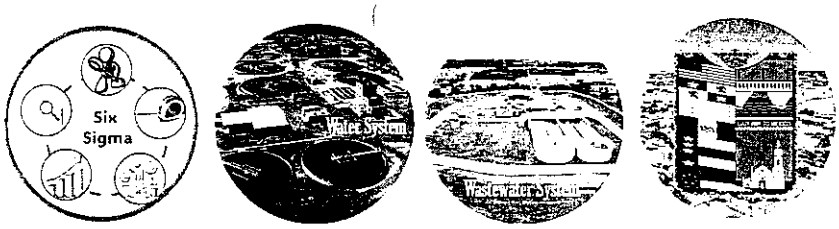
Background

The City of Laredo's Utilities Department is responsible for operating and maintaining essential water and wastewater infrastructure that serves residents, businesses, and regional stakeholders. In response to aging assets, growing regulatory demands, system reliability needs, and continued community growth, the City is undertaking a wide range planning, design, rehabilitation, and construction projects and initiatives. The City of Laredo Utilities Department is highly interested in receiving support with the development and maintenance of a Capital improvement program.

To move the vision forward, the Utilities Department has identified the need for a more structured and coordinated approach through dedicated Project and Program Management Support Services. The City of Laredo Utilities Department Engineering Division currently oversees a broad and diverse capital portfolio, with projects distributed across multiple engineering firms working under individual contracts.

This Request for Proposal (RFP) aims to streamline portfolio activities, eliminate redundancies, and enhance project deliverable through a robust project management framework. Key objectives include project prioritization, strengthening tracking and reporting capabilities, and ensuring effective control of critical parameters such as schedule and budget through stage gate process and decision reviews.

The City of Laredo's vision emphasizes coordinated project execution across multiple engineering partners and contractors while also supporting engineering function throughout every phase of the project lifecycle, from initiation and procurement package preparation assistance to evaluation of proposals, and final project closeout. Additionally, the City of Laredo also recognizes that change is constant and that innovation and continuous improvement are essential to meeting future challenges. For this reason, the integration of Lean and Six Sigma practices is incorporated into this RFP to further enhance efficiency, reduce waste, and improve predictability throughout the portfolio lifecycle.



Project Considerations

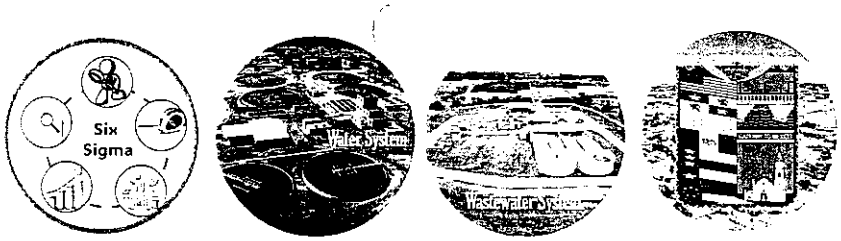
The water and wastewater sector is one of the most critical pillars of public service, it impacts public health, environmental safety, and the financial stability of utilities and their customers. Strong Project and Program Management Support Services are essential to prevent failures that could jeopardize these priorities, causing not only temporary disruptions but progressive impacts that risk system integrity and, in extreme cases, could shut down an entire city.

The most damaging project is not the one that never begins, it is the one that starts with a intention but loses direction, draining budgets, stretching timelines, exhausting resources, and breaking trust from clients and the communities they serve. Our goal is to prevent this by delivering not just support, but a [illegible] that helps utilities see improvement opportunities through a "lean[illegible]", this Lean methodology focuses on engaging the teams and empower them through the appropriate knowledge to identify and reduce waste across the Water and Wastewater system value stream.

We appreciate the significant work the City of Laredo has already invested in defining clear goals, objectives, and expectations for this RFP. That foundation is invaluable and sets the stage for a successful partnership. To build on that, we believe the next steps are a conjunction of [illegible] collaboration, discipline[illegible] risk management, six sig[illegible] to ensure every decision we make together reflects the City's vision and strategic intent and benefits the system, service and financial effectiveness and efficiency.

To build a strong and sustainable partnership, we believe the City's leadership and Utilities teams should participate with us in:

- Strengthening the project management framework, applying Lean and Six Sigma to establish structure, performance metrics, dashboards, and review cycles, ensuring that all engineering partners deliver value-driven results beyond contractual compliance
- Defining baselines, priorities and success indicators establishing a shared foundation for planning and execution.
- Implementing a formal change management process that allows adaptability without compromising overall vision, alignment, or accountability.
- Providing access to critical data and stakeholders insights, both quantitative and qualitative. Having a clear understanding and translation of the voice of the customer is our priority to accurately define execution roadmaps, decision checkpoints, and synchronized approval workflows.



- Supporting education and training initiatives empowering staff with continuous improvement behaviors that evolve into a long-term culture of performance and sustainability.

This collaboration will be reinforced with a communication strategy to ensure information flows accurately and timely, whether to provide updates, reassess priorities, escalate solutions development for challenges, or coordinate team support to keep all common goals on track.

Path Forward

The City of Laredo Utilities Department is navigating significant challenges, aging infrastructure, regulatory compliance requirements, budget limitations, and resource constraints, all while preparing for the rapid growth that is just right around the corner. These pressures are intensified by today's economic landscape, which makes advancing critical projects and securing investments more complex than ever.

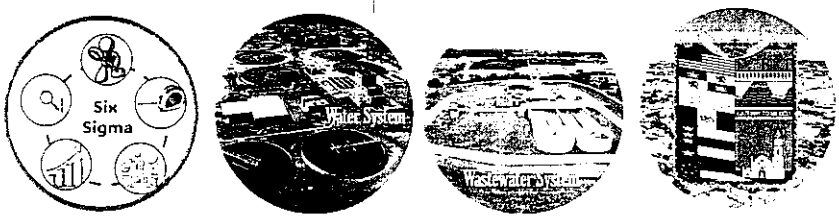
Anubis Engineering is committed to delivering Project and Program Management excellence to help the City's Utilities Department plan with confidence, invest strategically, and build a resilient water and wastewater system for current and future needs. Our approach is grounded in a continuous improvement philosophy, ensuring that every decision aligns with long-term goals and strategic intent.

To provide the City of Laredo with an opportunity to [illegible] existing projects, but also develop a [illegible] improving capital programs safeguard limited budgets and maximize financial flexibility, we bring to the table an extensive funding expertise and capability to maximize the City's limited resources, enabling the Utilities Department with the ability to identify, assess, and implement solutions that are not only technically but financially feasible.

Anubis' personnel have successfully assisted utilities throughout Texas on over $800 million dollars of TWDB project funding over the past 20+ years, using TWDB funding, including more than 50 various projects using either DWSRF, CWSRF, Economically Distressed Areas Program (EDAP), as well as a combination of program funds from other sources such as Environmental Protection Agency (EPA), Bureau of Reclamation, Community Development Block Grant (CDBG) and United States Department of Agriculture-Rural Development (USDA-RD).

Our goal is to help the City of Laredo [illegible] systems and processes [illegible] adapt and succeed well into the future.

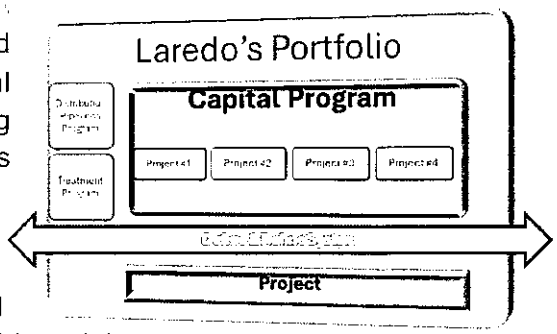
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Project Approach

Anubis Engineering is committed to delivering Project & Program Management excellence that enables the City of Laredo Utilities Department to plan with confidence, invest strategically, and build a resilient, sustainable water and wastewater system for current and future needs.

Our approach is built around a [illegible] and Program Management framework designed to coordinate and align the City's capital improvement portfolio across multiple engineering firms and contractors. This framework supports consistent oversight, execution, and delivery, defining and refining as needed to ensure all projects advance in alignment with the City's strategic objectives, performance metrics, and resource constraints as it is illustrated in City of Laredo's Portfolio image.



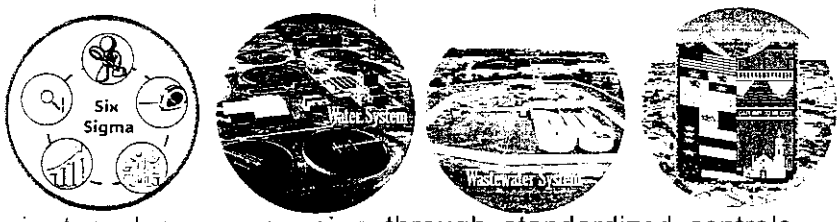
Central to our approach is the disciplined application of [illegible] Measure, Analyze and Improve strategic phases, enabling data-driven decision-making throughout the project and portfolio lifecycle:

- Define – Translate the City's strategic vision into clearly defined requirements by moving from the "big picture" to actionable project-level objectives, scopes, and deliverables. This ensures alignment between City goals and project execution from the outset.

- Measure – Establish project and portfolio baselines for scope, schedule, cost, and risk. We develop professional dashboards, charts, and visual reporting tools that communicate progress effectively at all organizational levels, ensuring transparency, accessibility, and accountability.

- Analyze – Leverage reliable data to evaluate performance, identify trends, and conduct root cause and Failure Mode and Effects Analysis (FMEA). This analysis enables the City of Laredo Utilities Department to understand project complexity, risk exposure, and investment priorities, supporting informed, proactive decision-making.

- Improve – Develop and integrate systems, processes, and corrective actions that confirm solutions are implemented, functioning as intended, and delivering measurable results aligned with the Utilities Department's strategic goals.

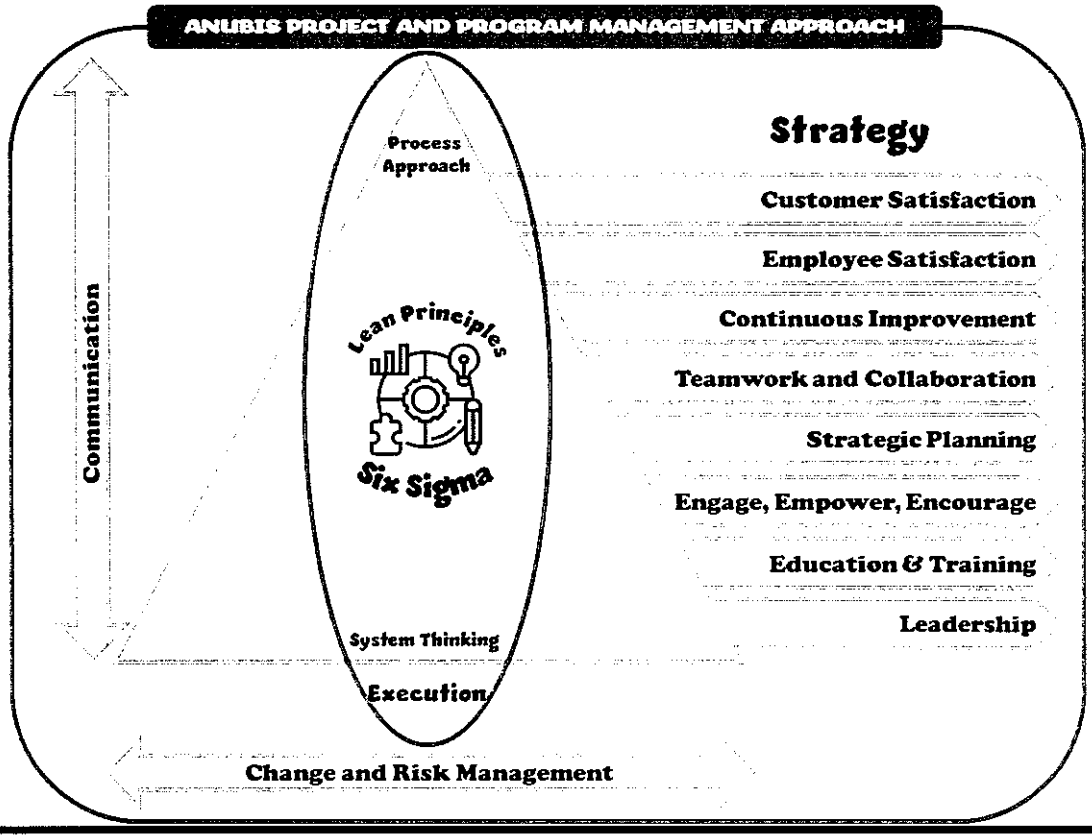


- Control – Sustain project and program gains through standardized controls, performance monitoring, and governance structures that ensure long-term stability, repeatability, and continuous improvement.

All the previous phases of the DMAIC methodology will be explain in details within the proposed methodology section.

Once the Project and Program Management framework and Six Sigma foundation are established, Anubis applies [illegible] which will provide the City of Laredo Utilities Deparmtent with the ability to identify value within their systems and operations. This approach promotes waste reduction, variation control (defects control), and unbiased prioritization supporting the development of a scalable capital projects program that balances growth with financial responsibility. Change and Risk management controls are set as an umbrella that covers each strategy section from the Capital Portfolio to support structured reviews, informed updates, and adaptive decision-making without losing strategic focus.

Anubis Project and Program Management Strategy is designed to ensure the City of Laredo Utilities Department will receive maximum engineering value from their capital projects program, delivering stability, improvement, and sustainability growth while securing long-term Water and Wastewater master plans. Our approach is illustrated in the following image.



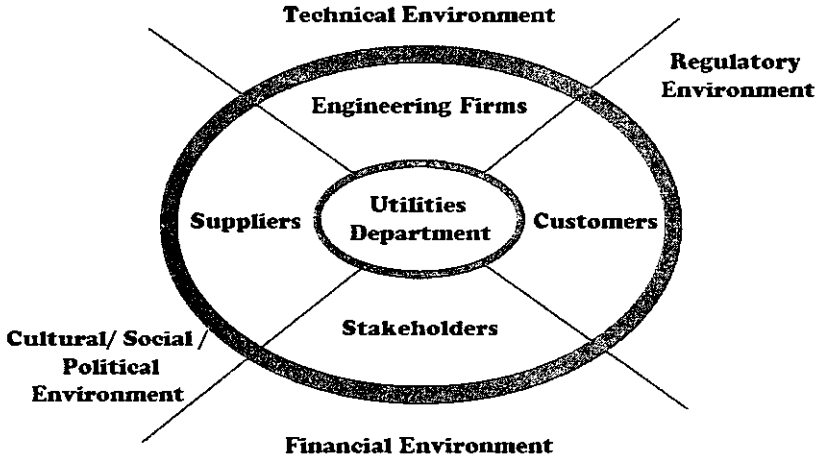
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

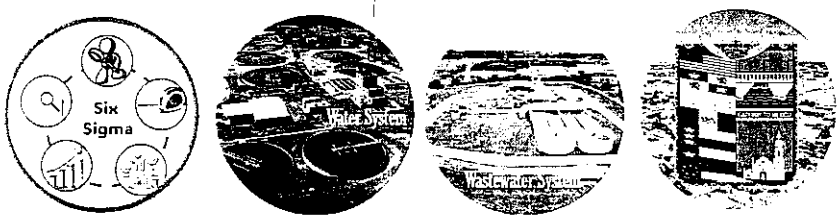
Our team brings [illegible] not only across the United State but also internationally, with experience that expands beyond the Water and Wastewater sector. Our staff combines project, program and portfolio management experience, performance excellence and Lean practices with [illegible] technical proficiency across all Anubis service areas, we are more than prepared to support the City of Laredo Utilities Department RFP in meeting the goals outlined in this RFP.

We also have a deep understanding of the challenges from City and regarding the chronic conditions unique to South Texas region, including drought, hydrologic constraints, and rapid growth. This insight position us to deliver solutions that strengthen not just individual projects but the overall framework and management of the City of Laredo Utilities Department Capital Program/Portfolio to create a systematic review process and ensure strategic alignment, securing project completion.

Above all, our approach is centered on the needs and priorities of the City's Utilities Department. We ensure the collection and use of high-quality data while protecting the Critical-to-Quality (CTQ) requirements that are essential to the water and wastewater systems. In reference to the City of Laredo Utilities Department Project and Program Management Support Services, the CTQs in place are well-defined within the RFP for the technicality of the execution while other CTQs are implicit in the service the Utilities Department have to provide within the Water and Wastewater sector, such as: financial sustainability, environmental protection, social and cultural responsibility, and technical performance. By working side-by-side with City staff, we augment internal capabilities and provide consistent, reliable support across every phase of each project's lifecycle. Refer to the following image for a visual understanding of the relationship between the Voice of the Customer and the Utilities Department service compliance CTQs.

Voice of the Customer (VOC)





Proposed Methodology: Integrated Project, Program and Performance Excellence Framework

To effectively present our proposed methodology, it is important to begin with a high-level overview of how Project Management, Program Management, Six Sigma, Lean, and Agile principles are intentionally integrated into a single, customized delivery framework. As described in our proposed approach, Anubis Engineering's methodology is designed not only to manage projects efficiently, but to ensure measurable outcomes, adaptability to change, and long-term value creation for the City of Laredo Utilities Department.

Our strategic delivery model combines a robust Project and Program Management framework with the Six Sigma DMAIC methodology as a core execution engine, enhanced by Agile practices and Lean improvement principles. This integrated approach provides structure and discipline while maintaining the flexibility required to respond to evolving priorities, regulatory requirements, and stakeholder needs.

Project, Program, and Portfolio Alignment

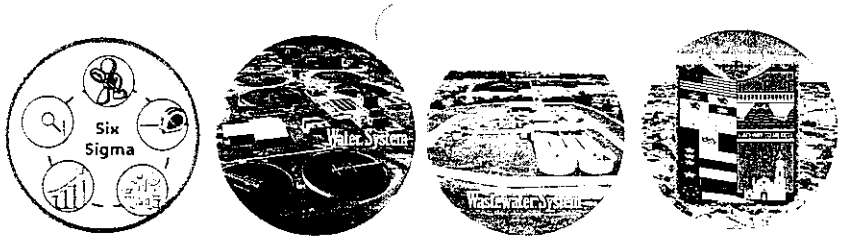
Our methodology begins by establishing a shared understanding of projects, programs, and portfolios, and how they interact within the City of Laredo Utilities Department overall strategic vision.

- Project is defined as a structured set of activities, organized through a Work Breakdown Structure (WBS) and key milestones, that delivers a specific product or service within a defined scope, schedule, and budget.
- Program encompasses multiple related projects and supporting initiatives that collectively deliver broader strategic value. Programs account for interdependencies, shared resources, and evolving priorities.
- Portfolio represents the highest level of strategic alignment, where initiatives and programs are prioritized, selected, funded, and balanced to support the City's long-term objectives.

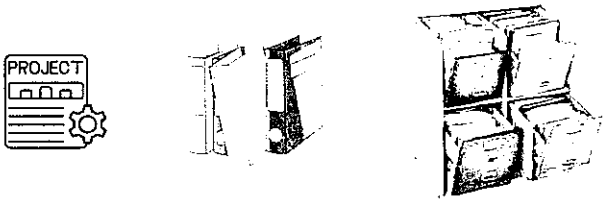
A project may belong to a program, and a program may belong to a portfolio; however, programs are not subsets of individual projects. The portfolio reflects the City of Laredo Utilities Department strategic intent and investment roadmap.

By applying Project and Program Management alongside Six Sigma, our methodology stabilizes execution, promotes continuous improvement, and sustains gains, while enabling the Utilities Department to build and manage a resilient, scalable Capital Improvement Portfolio

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



PROJECT PROGRAM PORTFOLIO



While traditional Project Management focuses on schedule, cost, and scope control, Anubis Engineering's customized framework expands beyond these fundamentals by integrating:

- Six Sigma DMAIC for structured problem-solving and performance improvement
- Lean principles to reduce waste and variation
- Agile practices to adapt to changing requirements
- Portfolio optimization and change management to ensure strategic alignment

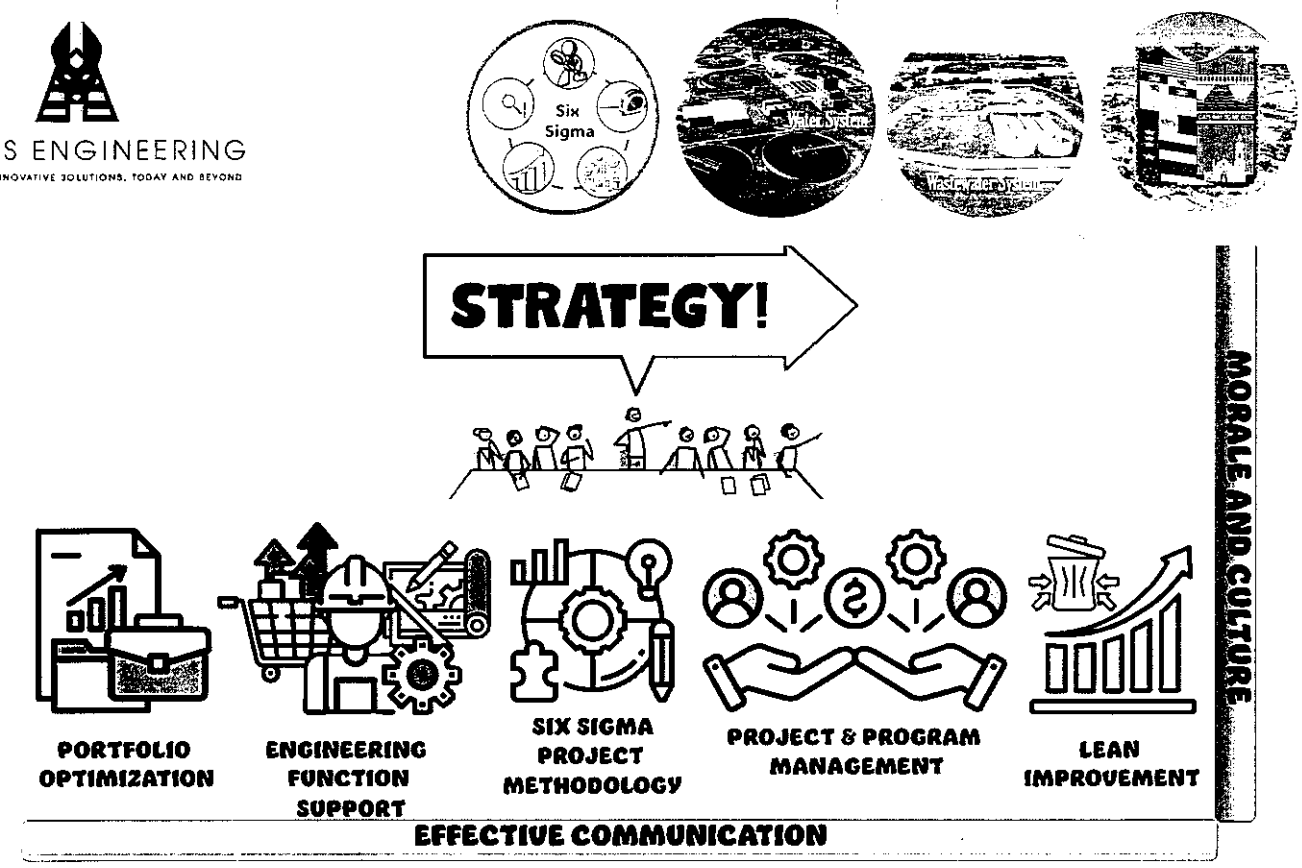
Anubis Engineering brings extensive experience managing complex projects, programs, and performance excellence portfolios across the United States and international markets. This experience enables our team to effectively lead cross-functional and cross-cultural teams while maintaining alignment, accountability, and delivery momentum.

Our success is grounded not only in disciplined execution but in actively listening to the Voice of the Customer (VOC) and the voice of the project team. We foster open communication forums where ideas are encouraged, evaluated, and integrated, driving efficiency, engagement, and sustainable performance. This ensures projects move in the right direction, at the right pace, with a motivated and aligned team.

Our overall strategy to tackle this Project and Program Management Support Services RFP is illustrated in the following image.

ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our work begins prior to the formal kickoff meeting. Anubis Engineering initiates early coordination with the City of Laredo Utilities Department, Engineering Division, and key stakeholders to expand knowledge, validate data quality, and eliminate assumptions. This early engagement allows us to refine our approach and confirm alignment before execution begins.

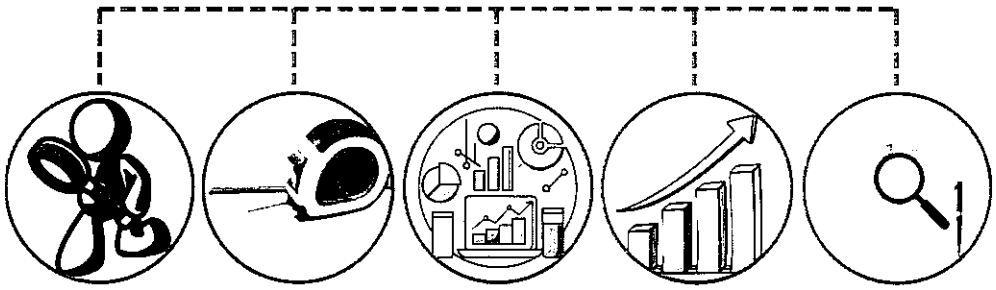
Recognizing that change is inevitable, our Agile Framework allows priorities, scope, and execution plans to evolve throughout the project lifecycle, without compromising control, transparency, or performance.

Project Management Framework & DMAIC Methodology

The following sections describe how Anubis Engineering applies the Six Sigma DMAIC methodology within the Project and Program Management framework, providing the City of Laredo Utilities Department with the actual work breakdown by each phase. Refer to the following image to have a visual understanding of the Six Sigma DMAIC process.

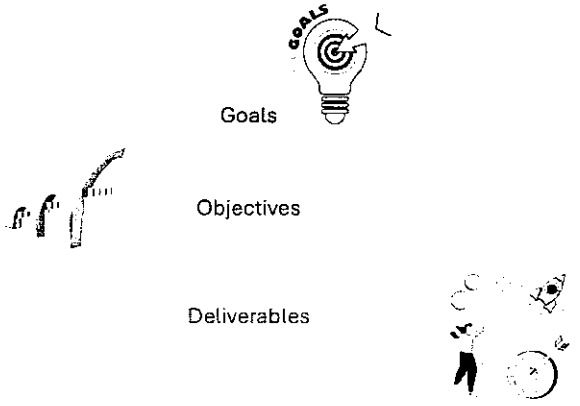
ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

SIX SIGMA



Task 1: DMAIC Methodology - DEFINE

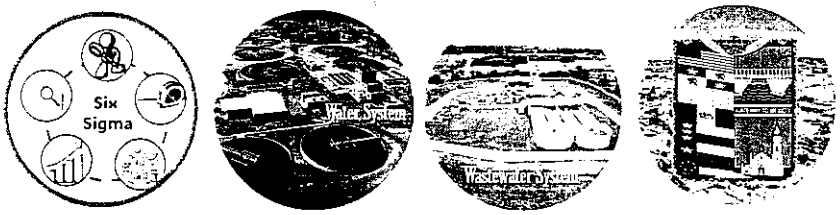
The Define Phase establishes a clear, shared understanding of the problem, objectives, and success criteria. During this phase, we translate the City of Laredo Utilities Department strategic goals into actionable project-level scopes and deliverables, moving from the "big picture" to the specifics.



Key activities include:

- Defining project objectives, scope, and constraints
- Capturing the Voice of the Customer (VOC)
- Identifying functional and technical Critical to Quality (CTQs)
- Assessing current conditions and establishing baselines

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



- Developing the Project Charter
- Translating contractual requirements into a Project Requirements Document (PRD)

The Project Charter serves as a foundational deliverable, documenting objectives, deliverables, scope, exclusions, stakeholders, risks, assumptions, schedule, and success criteria. Formal approval of the Charter establishes alignment and authorizes execution. Refer to the following image.

Project Info

Laredo 42- inch Wastewater Tunnel Project

Owner: Arduna Engineering Leader

Goal

Address aging water treatment and wastewater infrastructure, mitigate water quality issues, optimize treatment processes, and increase municipal wastewater capacity.

Project Background:
The city of Laredo requires modernization of its water treatment and distribution systems, including the Jefferson Street and El Pico water treatment plants, along with the construction of a 42- inch wastewater tunnel to convey flows from the obsolete Zacate Creek Wastewater Treatment Plant to the Sout Laredo Wastewater Treatment Plant.

Scope

Assess and Improve Water Treatment Plant Operation | Develop Distribution Network Plan | Design and Construct a 42-inch, 7.500 feet Wastewater Tunnel | Plan State Regulated Water Reuse | Monitor Programs and Operational Improvements

Out of Scope

Decommission of associated Water Infrastructure

Success Criteria

Regulatory Compliance | Distribution Systems Quality | Capacity Expansion | Water Reuse Application

Team

Engineering Leader | Wastewater Utilities Department
Engineering Team | Water Utilities Team
Tunnel Specialist Team | Contractor
Laredo Planning Staff

Stakeholders

City Utilities Department | Laredo City Planning Staff
City Council | City of Laredo Residents
TCEQ | City of Laredo Business

Users

Laredo Utilities
Laredo of Laredo Residents
City of Laredo Business

Resources

CAPEX Amount $29 million | Water & Wastewater Personnel | Contractors Tunnel Specialists | Tunnel Boring Machinary

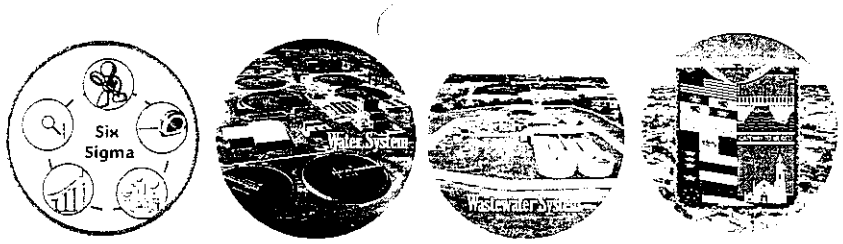
Constraints

Risks

Regulatory Risk | Tunnel Dewatering | Tunnel Construction Permits | Public Safety

Schedule

Key Milestones:
- Design Evaluations and Assessment Completion
- Permitting and Regulatory Submittal
- Permitting and Regulatory Approval
- Tunnel Boring Initiation
- Progressive Tunnel Completion established based on Tunnel Construction Targets
- Pipeline Testing
- Implementation of Potable Pipe Systems for up to 10 MGD
- Installation of Monitoring Instruments
- Final Inspection, Documentation, and Stakeholder Review



Task 2: DMAIC Methodology - MEASURE

The Measure Phase focuses on project structure, data, and visibility. Anubis integrates the Project and Program Management framework by developing a detailed Work Breakdown Structure (WBS) that organizes all project activities into manageable components that require action to enable the Project Leader with the ability to organize and assign work, time and resources. In the following image Anubis Engineering staff present a high level WBS with the intention to bring a better understanding of how the work gets structure better if it is organized based on affinities.

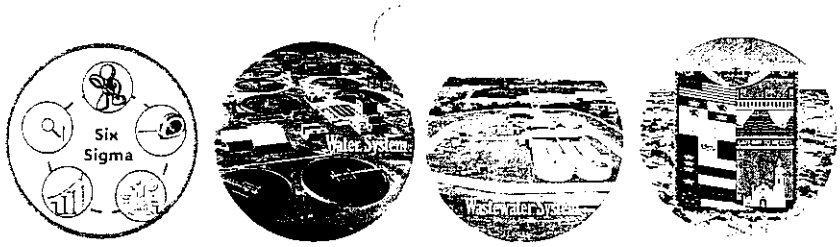
Work Breakdown Structure

Program / Project Management
Professional Services

Capital Portfolio	Project/ Program Management	Engineering Function Support	Morale and Culture
Data Collection	Kickoff Meeting	Procurement Package	Implement Lean Principles
Assess Existing Projects	Establish Baseline, Risk and Change Management	Evaluate Proposals	Engage, Empower and Encourage Deployment
Organize and Evaluate Projects	Develop and Deliver Project Charter	Development of Integrated Project Schedules	Strength Recognition
Project Prioritization	Execute Measure	Monitor and Track Project Closure	
	Execute Analyze		
	Execute Improve		
	Execute Control		

Key elements include:

- Development of the WBS based on work affinities
- Application of the Critical Path Method (CPM) to identify schedule-driving activities and dependencies
- Establishment of project baselines for scope, schedule, and cost



Anubis staff utilize the Critical Path method within the Project Management framework to identify and schedule critical tasks, establish dependencies to measure project cycle time impacts, enabling the team with the ability to focus on the right task instead of spending time expediting activities that are not within the critical path and won't improve the overall project timeline. The Critical Path Method establishes an opportunity to prioritize deliveries within the project and managing due dates.

This phase also introduces standardized performance tracking and communication tools, including:

- Daily standups
- Weekly progress reviews
- Monthly stakeholder briefings
- Integrated project tracking tools and dashboards
- Project management software capable of managing multiple projects under a program umbrella

In summary, this Six Sigma phase quantify the problem, map the process and track the project progress through the usage of all these tools that enable visual management, data-driven decision-making, and proactive issue identification. Refer to the following images to have a visual idea of the Daily Standup and Project Tracking Tool templates, which includes the upcoming events / time off, weekly sprint goals, status indicators, project status report and a parking lot section. This last lean technique enables the project team to capture ideas, new tasks, challenges, among other topics that will need to be revisited later.

Daily Standup

Project name:
Project manager:
Period covered:

Upcoming Time Off

Christmas Holidays

Weekly Sprint Goals

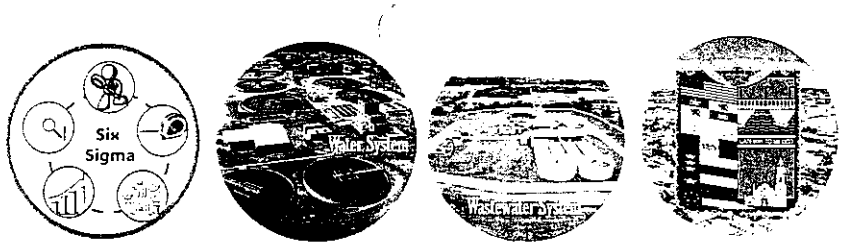
ICEQ meeting review

Status Indicators

Off Track
On Track
Challenges
Not Started
On Hold

Project Status Report

Parking Lot



Project Tracking Tool

Project Name: Laredo 42-inch Wastewater Tunnel Construction

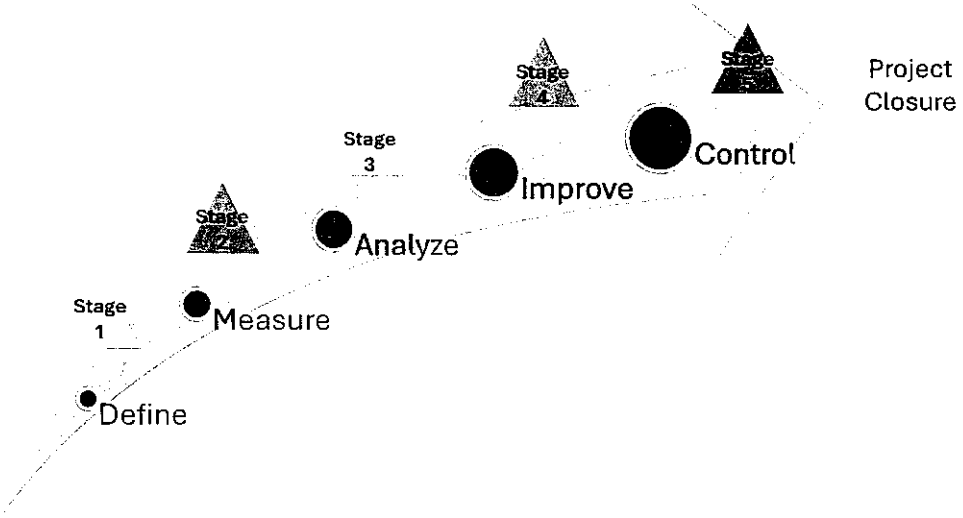
Project Info

Deliverable: TCEQ Permitting and Regulatory Approval **Project phase: Planning phase** **Project status: In Progress**

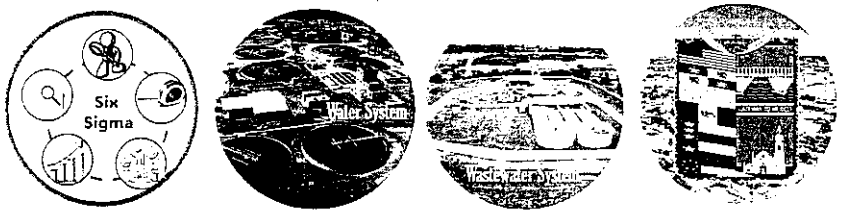
Task 3: DMAIC Methodology - ANALYZE

The Analyze Phase provides an opportunity for the team has to pause and evaluate the existing situation to determine if the actions that are in place are being effective as we move forward, ensuring that every task is directed towards the root cause. The application of Lean Six Sigma tools is a must have in this phase to reduce waste and reduce process variation through the elimination of some non-value added process steps but also through the elimination of some quality process defects.

Structured stage-gate reviews are conducted to maintain stakeholder alignment, manage risk, and confirm readiness to proceed. Refer to the following image to see how the stage gate process will be incorporated within the Six Sigma methodology.



ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Our engineering staff utilizes the following root cause analysis tools:

- 5 Why's and Ishikawa (Fishbone) Diagrams; These are initial tools that develop strategic thinking towards the improvement of any process. 5 why's is usually recommended to force ourselves to further understand the problem statement while creating a solution that will focus on the input of the variation instead of the output. The Ishikawa Diagram provides the team the opportunity to visualize the CTQs by affinity, identifying the Key Process Input Variable (KPIVs) and from there improve and control our Key Process Outputs (KPOVs) to identify and deliver the right path to follow in order to provide the results expected by our clients.

- Process Failure Mode and Effects Analysis (PFMEA); is a structured method used to identify potential failure modes within a process, system, or product and to assess their impact. This tool enables the City of Laredo Utilities Department to evaluate severity, occurrence, and detection factors, providing a clear understanding of risk and giving teams the ability to prioritize mitigation strategies.

  Together, these tools help the City of Laredo Utilities Department improve process capability, enhance reliability, and proactively manage risks. At Anubis Engineering, our focus is on implementing long-term solutions, addressing not only the failure effect but also the underlying causes, ensuring risks are properly evaluated, prioritized, and mitigated before issues escalate. The image below demonstrates how Anubis Engineering applies PFMEA to assess, prioritize, and support effective execution. Refer to the following image to review the action status for the initial PFMEA phase regarding Water and Wastewater Pipelines.

Process FMEA - Process Failure Mode And Effect Analysis

Planning and preparation (Step 1)

Company Name
Plant Location
Customer Name
Model Year / Platform

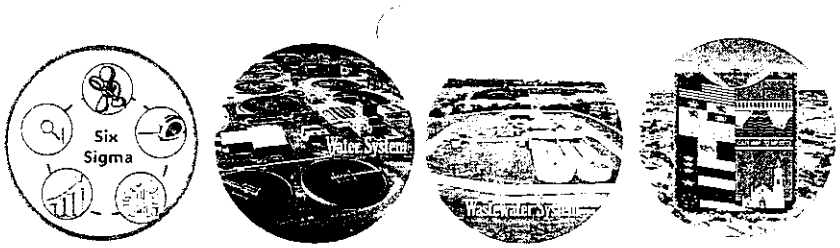
Subject
PFMEA Start Date
PFMEA Revision Date
Cross-Functional Team

PFMEA ID Number
Process Responsibility
Confidentiality Level
AP Calculations

Continuous Improvement

Structure Analysis (Step 2) | Function Analysis (Step 3) | Failure Analysis (Step 4) | Risk Analysis (Step 5)

1. Process Item (System, Subsystem, Part Element or Name of Process)	2. Process Step (No. And Name of Focus Element)	3. Process Work Element (4M Type)	1. Function of the Process Item (Function of System, Subsystem, Part Element or Name of Process)	2. Function of the Process Step and Product Characteristics (Quantitative value is optional)	3. Function of the Process Work Element and Process Characteristics	1. Failure Effects (FE)	Severity (S)	2. Failure Mode (FM) of the Process Step	3. Failure Cause (FC) of the Work Element	Current Prevention Control (PC) of FC	Occurrence (O)	Current Detection Control (DC) of FM or FC	Detection (D)	RPN	Improvement Actions
Initial Water Distribution Lines Assessment	City of Laredo Water Distribution Lines	30-inch water line in 900 block of E. Price Street	30-inch water line	Distribution: Provide Water to Heights (Ghost Town and Las Lomas neighborhoods	Distribution of Water to support residents and businesses	Water service being provided through 30-inch pipeline to all the residents and businesses located in Heights (Ghost Town and Las Lomas neighborhoods	Water shortages, service disruption or reduced water pressure	10	Structural failure of the pipe	**Aging** 30-inch water line pipeline	On-Site Inspection	10	Residents and Businesses observation: Water Pressure Loss	10	Customer Satisfaction
Initial Water Distribution Lines Assessment	City of Laredo Water Distribution Lines	30-inch water line in 900 block of E. Price Street	30-inch water line	Distribution: Provide Water to Heights (Ghost Town and Las Lomas neighborhoods	Distribution of Water to support residents and businesses	Water service being provided through 30-inch pipeline to all the residents and businesses located in Heights (Ghost Town and Las Lomas neighborhoods	Water shortages, service disruption or reduced water pressure	10	Structural failure of the pipe	**Corrosion** 30-inch water line pipeline	Actual On-Site Inspection	10	Residents and Businesses observation: Water Pressure Loss	10	Customer Satisfaction
Initial Water Distribution Lines Assessment	City of Laredo Water Distribution Lines	30-inch water line in 900 block of E. Price Street	30-inch water line	Distribution: Provide Water to Heights (Ghost Town and Las Lomas neighborhoods	Distribution of Water to support residents and businesses	Water service being provided through 30-inch pipeline to all the residents and businesses located in Heights (Ghost Town and Las Lomas neighborhoods	Water shortages, service disruption or reduced water pressure	10	Structural failure of the pipe	**Improper Installation** Overstressing water line pipes due to misaligned joints, insufficient bedding, improper tightening of bolts, poor backfill compaction, inadequate pipe support	On-Site Inspection	5	Residents and Businesses observation: Water Pressure Loss	5	Customer Satisfaction
Initial Water Distribution Lines Assessment	City of Laredo Water Distribution Lines	30-inch water line in 900 block of E. Price Street	30-inch water line	Distribution: Provide Water to Heights (Ghost Town and Las Lomas neighborhoods	Distribution of Water to support residents and businesses	Water service being provided through 30-inch pipeline to all the residents and businesses located in Heights (Ghost Town and Las Lomas neighborhoods	Water shortages, service disruption or reduced water pressure	10	Structural failure of the pipe	**Construction Damage** 30-inch water line pipes from excavation activities (like drilling) along the pipeline	On-Site Inspection	5	Residents and Businesses observation: Water Pressure Loss	5	Customer Satisfaction
Initial Wastewater Collection Lines Assessment	City of Laredo Wastewater Collection Lines	150,000 gallons Wastewater lift near Zacate	Wastewater Pipeline	Transport Wastewater/Sewage from the City to City's W.W. Treatment Plant	Transportation of Sewage under environmental and safety regulations	Wastewater being transport from Zacate to the actual City's Wastewater Treatment Plant	Release of untreated wastewater into soil or reduce water. Environmental and Safety Concern	10	Structural failure of the pipe Rupture of Wastewater Pipeline	**Aging** Wastewater Pipeline	On-Site Inspection	10	Residents and Businesses observation: Water Pressure Loss	10	Customer Satisfaction



Task 4: DMAIC Methodology - IMPROVE

The Improve Phase marks the transition from planning to execution, where approved action plans are implemented and results become visible. During this phase, the City of Laredo Utilities Department and Engineering Division gain the ability to validate solutions through measurable performance outcomes. Improvements are tracked and communicated using structured monitoring tools, including visual management systems based on RAG (Red, Amber, Green) status reporting, providing clear and timely insight for stakeholders. This phase also includes the development, integration, and refinement of systems, processes, and corrective actions to ensure solutions deliver the intended results.

Status Indicators

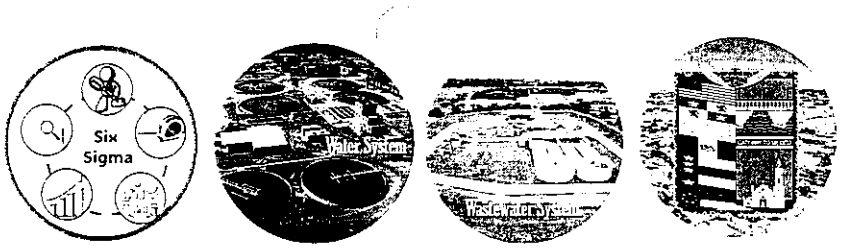
- Off Track
- On Track
- Challenges
- Not Started
- On Hold

This phase also focuses on developing, integrating, and refining processes, systems, and corrective actions to ensure that each solution delivers the intended outcomes.

Anubis Engineering applies extensive experience in Lean methodologies to support sustainable improvement. Our approach is grounded in the 5S framework, which builds a "learning to see" culture, reinforces waste elimination, and strengthens value-driven decision-making across all organizational levels. This disciplined practice enhances the City of Laredo Utilities Department existing Project and Program Management structure by establishing a scalable, repeatable foundation for prioritizing, selecting, monitoring, tracking, and growing the capital project portfolio.

Once immediate improvement actions are implemented, the next step is to revisit the implementation plan and re-examine the performance analysis tools established during the Measure and Analyze phases. To provide a clear visual of the Improve Phase, we advanced the PFMEA to confirm the appropriate triggering of implementation activities and to assess the impact of those improvements.

The visual shown in the following image gives the Utilities Department a concise view of implementation outcomes, helps clarify potential remaining failure modes, and highlights the mitigation strategies needed to reinforce Lean Six Sigma behaviors. This approach also supports planning for future controls and final, long-term solutions. In order to interpretate correctly the PFMEA Optimization Phase analysis, an Action Status table is provided with a description of the action status by each of the PFMEA code.



Action Status	Code
Open	O
Decision pending	DP
Implementation pending	IP
Completed	C
Not Implemented	NP

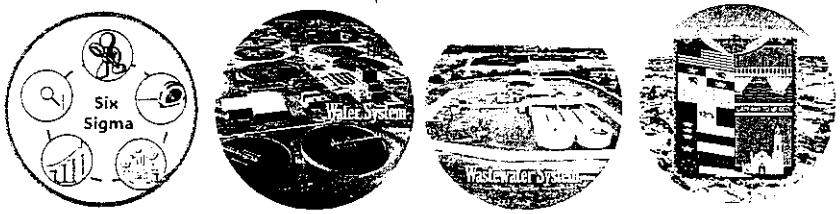
Process FMEA - Process Failure Mode And Effect Analysis

Subject:
FMEA Start Date
FMEA Revision Date
Cross-Functional Team:
AP Calculation
FMEA ID Number
Process Responsibility:
Confidentiality Level:
AP Re-calculation

1. Failure Effects (FE)	Severity (S) of FE	2. Failure Mode (FM) of the Process Step	3. Failure Cause (FC) of the Work Element	Current Prevention Control (PC) of FC	Occurrence (O) of FC	Current Detection Control (DC) of FM or FC	Detection (D) of FC or FM	RPN of FC	Special Characteristic Classification	Prevention Action	Detection Action	Responsible Persons Name	Target Completion Date	Status	Action taken with Pointer to Evidence	Completion Date	Severity (S)	Occurrence (O)	Detection (D)	RPN	AP	Remarks
Water shortages, service disruption or reduced water pressure	10	Structural failure of the pipe	**Aging** 30-inch main water line (pipeline)	On-Site Inspection	10	Residences and Businesses observation: Water Pressure Loss	10	H	Customer Satisfaction	Online Circuit Pi... GIS / IT System Aerial inspections	Acoustic Leak Detection, Continuous Pressure Monitoring	Water Distribution Superintendent	Once a Year	IP	Emergency Line segment repair	1 day	10	5	10	Note a Final Solution		Long-Term Line Replacement
Water shortages, service disruption or reduced water pressure	10	Structural failure of the pipe	**Corrosion** 30-inch main water line pipeline	Annual On-Site Inspection	10	Residences and Businesses observation: Water Pressure Loss	10	H	Customer Satisfaction	Ultrasonic thickness testing (UTT) & Cleaning and Flushing Process	Acoustic Leak Detection, Continuous Pressure Monitoring	Water Distribution Superintendent	Once a Year	DP	Coating, Epoxy Repairs, Line Segment Repair	1 day	10	2	10	Note a Final Solution		Long-Term Line Replacement
Water shortages, service disruption or reduced water pressure	10	Structural failure of the pipe	**Improper installation** 30-inch main water line (misaligned joints, insufficient bedding, improper torqueing of bolts, poor backfill compaction, inadequate pipe support)	On-Site Inspection	6	Residences and Businesses observation: Water Pressure Loss			Customer Satisfaction	Construction Phase Stage Gate Process implementation	30 GP field checks during installation, Hydrostatic testing before commissioning	Water Distribution Superintendent	Once a Year	O	Emergency Line segment repair	1 day	10	2	3	Note a Final Solution	L	Long-Term Line Replacement
Water shortages, service disruption or reduced water pressure	9	Structural failure of the pipe	**Construction Damage** 30-inch main water line (Strikes from excavation/backhoes, Bore drilling hitting the pipe)	On-Site Inspection	3	Residences and Businesses observation: Water Pressure Loss	4	L	Customer Satisfaction	Installing physical markers, Trace wire warning, open communications	Conduct daily site inspections, After excavation is near critical pipelines	Water Distribution Superintendent	Per Project	NP	Emergency Line segment repair	1 day	10	2	5	Note a Final Solution	L	
Release of untreated wastewater into adjacent surface water, environmental and Safety Concern	10	Structural failure of the pipe, Rupture of Wastewater Pipeline	**Aging** Wastewater Pipeline	On-Site Inspection	10	Residences and Businesses observation: Water Pressure Loss	10	H	Customer Satisfaction	Smoke Testing or Closed Circuit TV (CCTV) system inspections	Acoustic Leak Detection, Continuous Pressure Monitoring	Wastewater Collection Superintendent	Once a Year	C	Emergency Line segment repair	1 day	10	5	10	Note a Final Solution		Long-Term Line Replacement

Task 5: DMAIC Methodology - CONTROL

The Control Phase focuses on sustaining performance gains and ensuring long-term success. During this phase, Anubis Engineering develops a comprehensive Monitoring Plan to track the effectiveness of implemented improvements and a Response Plan to address performance deviations promptly. This phase establishes standardized controls, performance metrics, and governance structures that promote stability, repeatability, and continuous improvement.



To support transparent and data-driven oversight, Anubis Engineering team recommends the use of dashboard-based reporting which may be developed using Power BI, a platform already utilized by the City of Laredo (website) or alternative work management tools that simplify task tracking, collaboration, and reporting. These dashboards strengthen project visibility, support informed decision-making, and enhance communication across all levels of the organization. Refer to the following images to find an example of the dashboards templates the team could incorporate as part of their control system while creating and strengthening project reporting capabilities.

Integrating dashboards or Project Management software into the Control Phase provides the City of Laredo Utilities Department with multiple advantages, including:

- Performance Visibility

  Dashboards display metrics, allowing the City of Laredo Utilities Department to review project status at a glance. Identifying the delays and monitor corrective actions.

- Faster, More Informed Decision-Making

  The teams can make evidence-based decisions, respond faster to risks, and adjust plans before issues escalate.

- Strengthened Accountability and Transparency

  Dashboards clarify responsibilities, deadlines, and status indicators (e.g., RAG tracking), improving communication and expectations across departments.

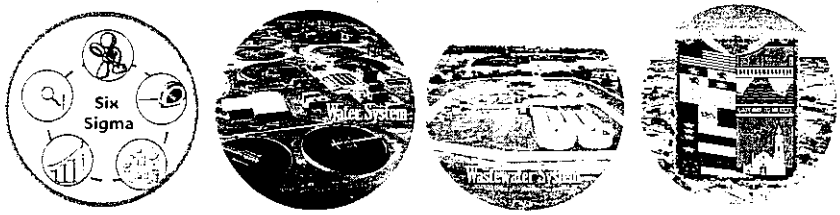
- Enhanced Reporting Capabilities

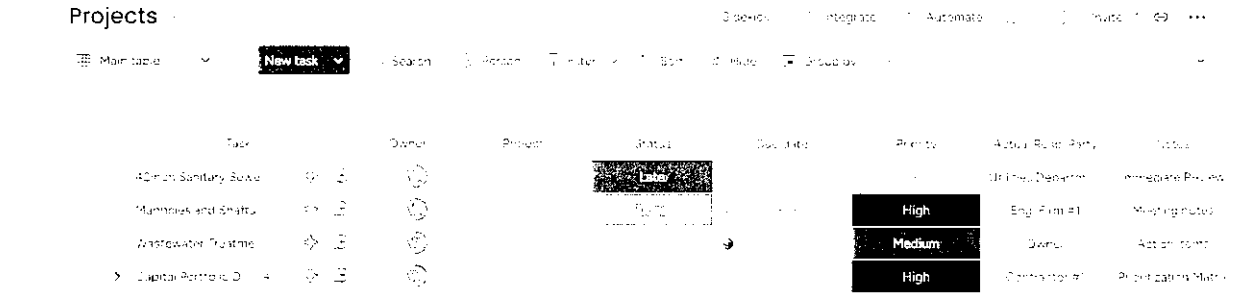
  Dashboards simplify reporting during council meetings, executive briefings, audits, and funding activities by presenting complex information clearly and visually, including historical data to enable the analysis of service patterns.

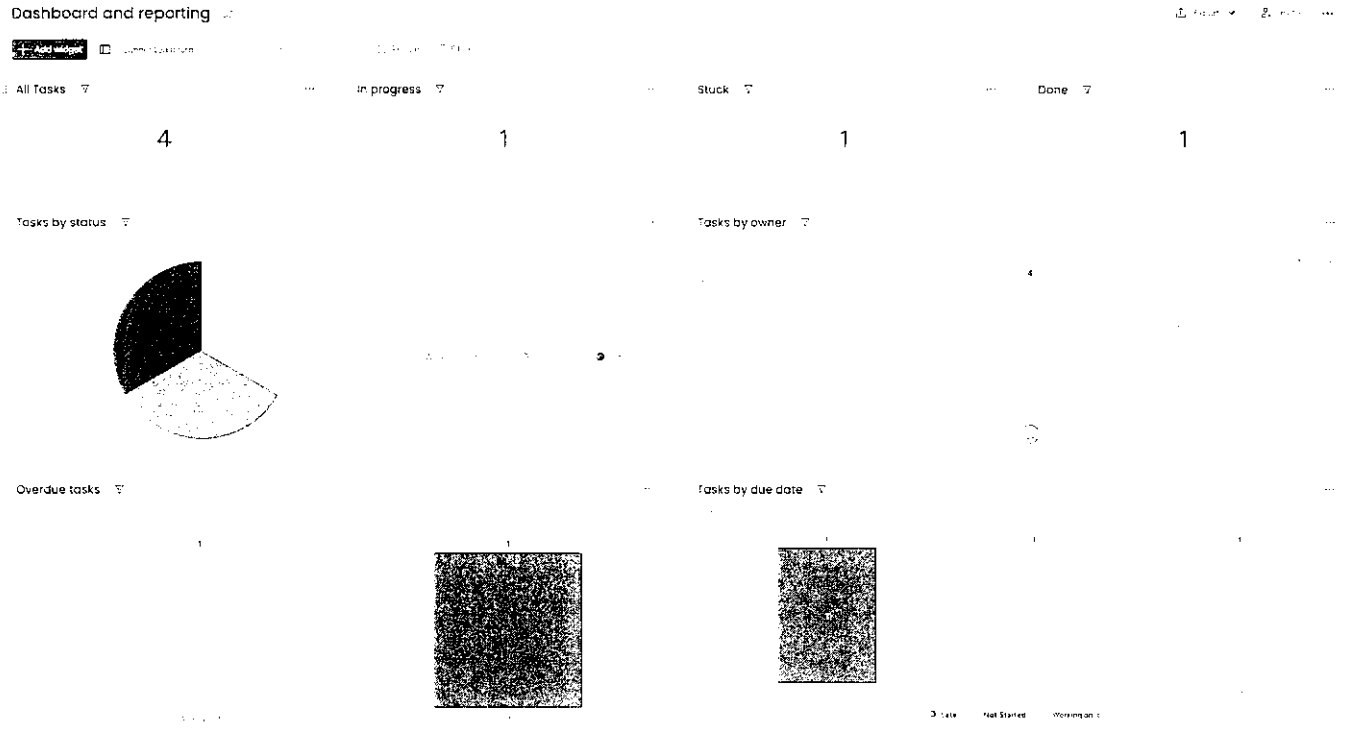
By incorporating dashboard templates into the Control Phase, the City of Laredo Utilities Department can significantly improve visibility, consistency, and communication around project performance. The following images include examples of dashboard templates that could be integrated as part of the control system to enhance project reporting capabilities. Refer to the following images.

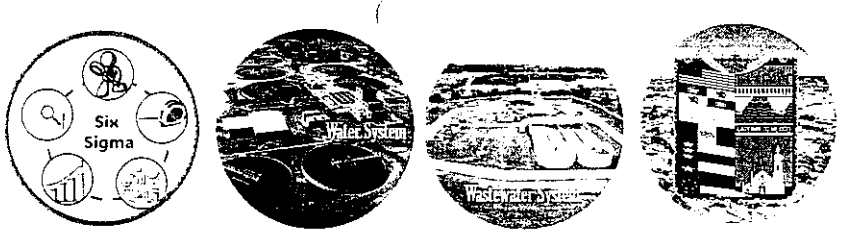
ANUBIS ENGINEERING

ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND









It is our understanding that the City of Laredo Utilities Department intends to integrate design, procurement, construction management, and closeout/warranty support within the scope of the Project and Program Management Support Services RFP. Anubis Engineering is uniquely positioned to support this integrated approach by combining proven Project and Program Management expertise with deep technical engineering capabilities, experience across multiple project delivery methods, and hands-on utility operations support within the water and wastewater sector.

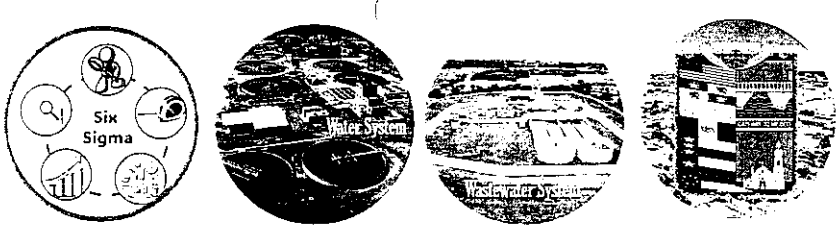
Anubis Engineering's leadership and staff bring extensive experience delivering project and program management services both across the United States and internationally, leveraging multicultural teams to align diverse stakeholders toward common objectives. Our President and CEO, Mr. Joshua Berryhill, P.E., brings over 20 years of experience advancing capital improvement programs and securing funding alternatives to support critical infrastructure investments. His project portfolio includes more than 230 water and wastewater projects, encompassing some of Texas' most advanced membrane treatment, water reuse, and radionuclide reduction systems. Mr. Berryhill has also led the successful preparation of 50+ Texas Commission on Environmental Quality (TCEQ) permit applications, including industrial discharge and evaporation permits for brackish water treatment facilities. Under his leadership, Anubis staff continue to provide engineering and management support to municipal utilities, special utility districts, and water supply corporations throughout Texas.

Planning and Design Workflow Support

To address the City's design workflow challenges, Anubis will apply its customized Project Management framework to establish a clear, transparent, and disciplined design review process. This process begins by defining what constitutes 30%, 60%, 90%, and 100% design completion including required deliverables, review expectations, decision points, and approval authorities at each milestone.

Our approach ensures:

- Alignment across internal City staff, engineering partners, and stakeholders
- Clear accountability and awareness of roles and responsibilities
- Controlled issuance of design amendments when scope changes occur, whether due to scope expansion or refinement
- Separation of Quality Control (QC) reviews from design development to ensure objectivity and avoid self-review conflicts



This structured workflow reduces rework, minimizes ambiguity, and supports timely, well-informed decision-making throughout the design phase.

Procurement Support

Anubis Engineering provides end-to-end procurement support that begins before specifications are finalized, ensuring the City's technical, operational, and lifecycle objectives are fully reflected in the procurement package.

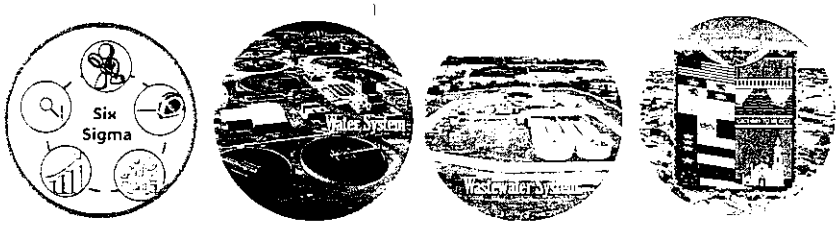
Our approach starts with a comprehensive review of all available project information, which may include the approved project charter, status documentation, Basis of Design Report (BODR), and 30% or 60% design submittals. This early assessment enables our team to fully understand project intent, performance requirements, constraints, and risks prior to developing procurement documents.

Using this information, Anubis works collaboratively with the City of Laredo Utilities Department to:

- Translate design intent and operational goals into clear, enforceable procurement specifications
- Begin early evaluation of equipment and system alternatives, identifying options that may improve performance, reduce risk, or optimize lifecycle cost
- Present findings and alternatives to the City for review, ensuring City's input is incorporated into final specifications and selection criteria
- Facilitate early vendor engagement and iterative clarification, when appropriate, to refine requirements and confirm constructability and availability

Anubis then supports the development of complete procurement packages, including scopes of work, technical specifications, and bid documents structured to promote competitive pricing, technical compliance, and transparency. Upon receipt of proposals, we establish and manage a structured evaluation framework that prioritizes best value, technical merit, risk mitigation, schedule reliability, and long-term operational performance, not solely lowest initial cost.

This proactive, collaborative procurement strategy reduces ambiguity, shortens procurement cycles, and positions the City of Laredo Utilities Department to make confident, well-informed procurement decisions.



Construction Phase Support

During construction, Anubis applies the same disciplined Program and Project Management framework to support integrated schedule development and maintenance across the City of Laredo Utilities Department capital portfolio. Using project management software and standardized controls, we integrate individual project schedules into an overarching program structure, enabling effective organization, monitoring, and tracking of construction activities and engineering work breakdown structures (WBS).

This approach provides the City with real-time visibility into progress, risks, dependencies, and resource constraints—supporting proactive issue resolution and informed leadership decision-making.

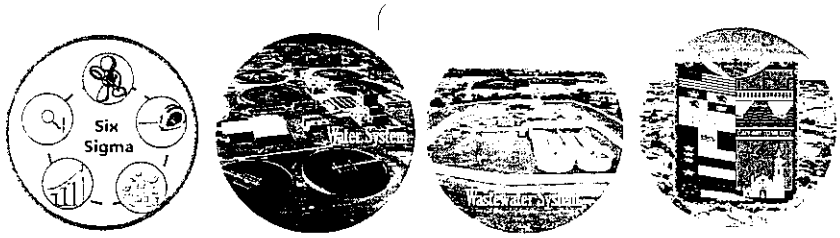
Project Closeout and Warranty Support

For project closeout and warranty phases, Anubis continues to apply the established Project Management framework while incorporating key technical performance indicators (KPIs) specific to system functionality, operability, and compliance. Clear communication and milestone definition are embedded into the project timeline to support structured closeout reviews and site-based assessments.

Consistent with Lean principles, our team emphasizes being present in the field "going to the gemba" to verify value delivery through walkthroughs, checklist validation, and final stage-gate reviews. Clearly defined milestones and sprint goals guide the transition from substantial completion to final completion, ensuring systems are operational, performing as intended, and fully documented before warranty acceptance.

Anubis Engineering offers the advantages of [illegible] with the agility of a small [illegible] Our staff brings cross-functional expertise across engineering, project management, funding, and operations, enabling us to support projects holistically without excessive overhead. Our leadership remains directly engaged in projects, and our presence in South Texas ensures accessibility, responsiveness, and regional understanding.

Choosing Anubis means selecting a partner who will walk alongside the City, augmenting internal capabilities, simplifying complexity, and delivering consistent, value-driven results across every phase of the project lifecycle.



Change and risk management are not standalone activities within Anubis Engineering's methodology; they are continuous, integrated processes embedded throughout the entire Project, Program, and Portfolio Management framework illustrated at the outset of our proposed methodology. From project initiation through closeout, and across all phases of DMAIC, change and risk management function as ongoing control mechanisms that protect scope, schedule, cost, performance, and stakeholder alignment.

Anubis Engineering intentionally integrates [illegible] Management process, recognizing that every change request, regardless of timing or magnitude, introduces potential impacts to project execution, resource allocation, budget, schedule, and performance outcomes.

As such, no change is evaluated or implemented without a structured assessment of associated risks, ensuring transparency, informed decision-making, and alignment at all organizational levels.

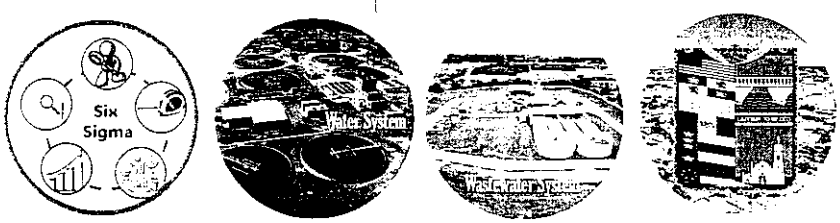
Any change requested at any point during a project or program follows a standardized Change Management structure designed to:

- Ensure visibility and acknowledgment across all stakeholders,
- Identify and quantify associated risks,
- Assess immediate and downstream impacts to the project or program,
- Enable data-driven approval and prioritization decisions.

This framework equips the City of Laredo Utilities Department with the ability to proactively evaluate risk, rather than reacting to issues after impacts have occurred. To support objective and consistent risk evaluation, Anubis Engineering applies proven analytical tools, selected based on project complexity and risk exposure:

Process Failure Mode and Effects Analysis (PFMEA)

PFMEA is a structured, qualitative risk assessment tool typically managed in a spreadsheet format. It is used to proactively identify what could go wrong within a process, system, or change scenario before failures occur. The PFMEA framework evaluates:



- Failure Modes (what could fail),
- Failure Effects (what happens if it fails),
- Failure Causes (why it might fail),
- Severity Occurrence, and Detection rankings.

By scoring and ranking these elements, PFMEA provides a clear, transparent prioritization of risks, allowing the Utilities Department to focus resources on the most critical vulnerabilities and mitigation opportunities. Refer to the Analysis and Improvement phases to review an example of a Water and Wastewater PFMEA.

Kepner-Tregoe (KT) Analysis

For higher-risk or more complex changes, Anubis Engineering applies Kepner-Tregoe (KT) analysis, a comprehensive strategic decision-making framework. KT analysis includes multiple integrated modules such as:

- Situation Appraisal (clarifying priorities and concerns),
- Problem Analysis (root cause identification),
- Decision Analysis (evaluating alternatives and tradeoffs).

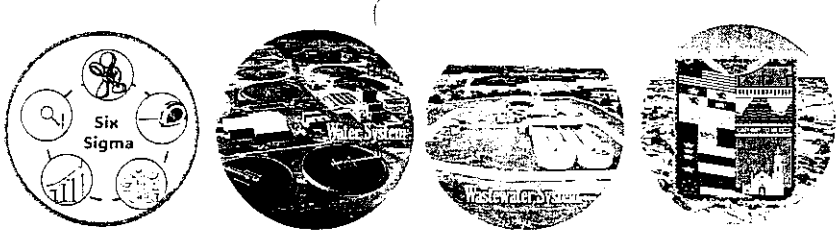
KT analysis provides a holistic approach that supports Change Management while reinforcing Six Sigma performance improvement objectives, particularly when multiple variables, stakeholders, or uncertainties are involved.

Once risks are evaluated and ranked, the Change Management process continues through a structured, repeatable lifecycle designed to ensure control, alignment, and accountability. The Anubis Engineering change process includes:

1. Identification of Opportunity or Improvement
Recognition of a potential enhancement, issue, or required adjustment.

2. Formal Change Request Submission
Documentation of the proposed change, including scope, rationale, and anticipated benefits.

3. Risk Assessment and Impact Analysis
Application of PFMEA and/or KT analysis to evaluate risks, dependencies, severity, and potential impacts to scope, schedule, budget, and performance.



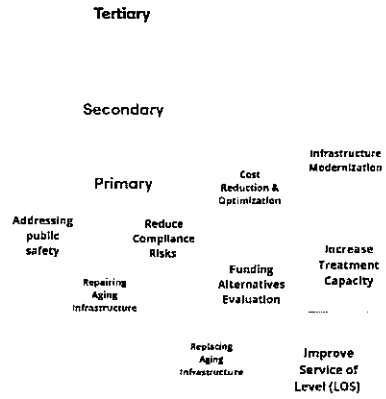
4. Approval and Alignment
Review and approval by the City and relevant stakeholders, including realignment of contractual agreements if required.

5. Resource Allocation
Confirmation and assignment of resources necessary to implement the approved change.

6. Implementation / Execution
Controlled execution of the change in accordance with the approved plan.

7. Communication and Change Adoption
Execution of a defined communication cadence to ensure information flows effectively, resistance is managed, dependencies are addressed, and impacts to cost and schedule are transparent.

Priority Setting

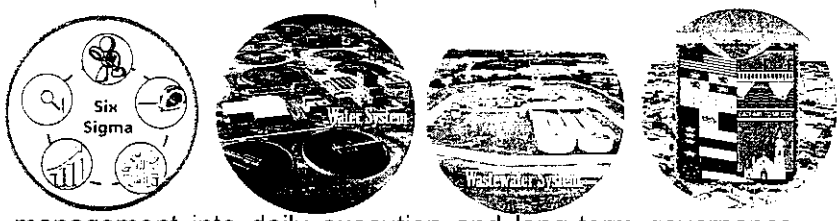


8. Change Closure
Formal closure of the change request once implementation is completed and validated against agreed-upon outcomes.

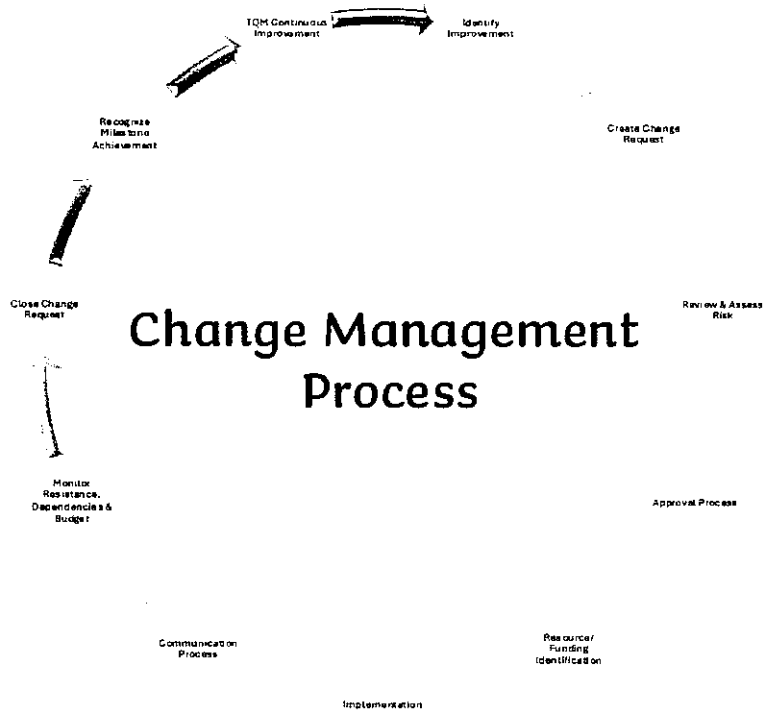
This process is intentionally presented as a continuous cycle recognizing that change is inevitable and must be managed systematically throughout the life of a project, program, and capital portfolio.

All changes and associated risks are documented and tracked using standardized tools that support traceability, accountability, and historical recordkeeping. These records form a critical component of the Control Phase within the Six Sigma framework, ensuring that:

- Data supports decision-making,
- Lessons learned are captured,
- Performance trends are monitored,
- Continuous improvement is sustained across future projects.

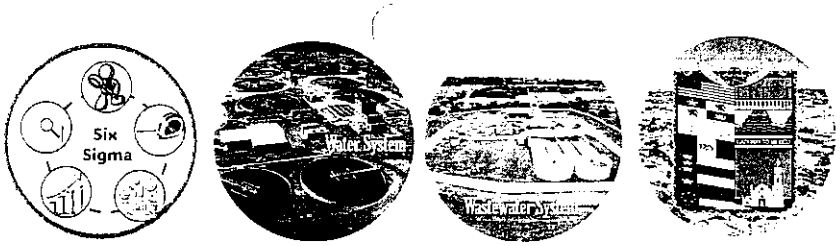


By embedding change and risk management into daily execution and long-term governance, Anubis Engineering provides the City of Laredo Utilities Department with a disciplined yet flexible system that protects project outcomes while enabling adaptability in a dynamic and evolving environment. Refer to the following image to review the full Change management cycle.



Anubis Engineering's strategy is built on the integration of portfolio optimization, engineering function support, Project and Program Management, Six Sigma performance excellence, and Lean improvement, all operating within a continuous Change and Risk Management cycle and grounded in a strong culture of engagement, accountability, and morale.

Our team has intentionally designed this approach to ensure that technical excellence, disciplined execution, and continuous improvement are not implemented as isolated initiatives, but rather as interconnected elements of a unified operating system that supports the City of Laredo Utilities Department across the full lifecycle of its capital portfolio.



With this foundation, Anubis Engineering is fully committed to making this Project and Program Management Support Services RFP a success, not only by presenting a technically robust solution, but by delivering a sustainable management framework that enables the Utilities Department Engineering Division to plan strategically, execute reliably, and continuously improve.

Our proposed approach combines:

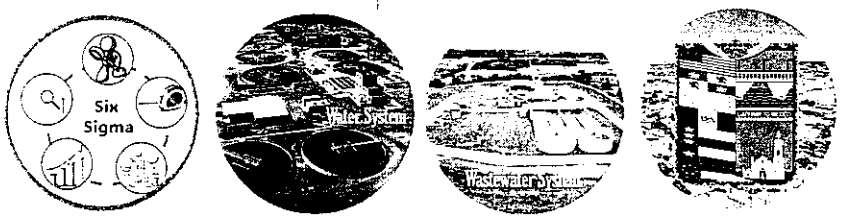
- Deep technical expertise across water, wastewater, industrial, and emerging infrastructure sectors;
- Performance excellence - driven portfolio management to align projects with strategic priorities and funding realities;
- Project and Program Management best practices to manage scope, schedule, cost, risk, and deliverables;
- Six Sigma DMAIC methodology to stabilize processes, improve predictability, and sustain results;
- Integrated Change and Risk Management to measure and prioritize in a continuous cycle across projects, programs, and the portfolio.
- Lean improvement principles to eliminate waste, maximize value, and improve flow; and

This framework ensures that technical decisions are data - driven, risks are proactively managed, changes are controlled and transparent, and resources are deployed where they create the greatest value for the Utilities Department and the community it serves.

Beyond tools and processes, Anubis Engineering places strong emphasis on developing a "learning-to-see" culture, one that enables City of Laredo and Utilities Department teams to identify waste, recognize improvement opportunities, and make informed decisions at all levels of the organization.

To support this objective, Anubis will establish a customized training roadmap focused on Lean principles, tailored specifically to the water and wastewater sector. This roadmap is designed to:

- Develop Lean Thinking Behaviors,
- Create Lean Basic Understanding,
- Improve cross-functional collaboration, and
- Empower staff to actively participate in continuous improvement initiatives.



Training is not treated as a one - time event, but as an evolving program that matures alongside the City of Laredo capital portfolio and operational needs.

At the core of Anubis Engineering's strategy is our morale-driven philosophy known as "3E - Engage, Empower, and Encourage." This commitment reinforces the belief that successful programs are built by people, not just processes.

- Engage – Actively involve cross-functional teams, stakeholders, and partners in planning, decision-making, and execution.
- Empower – Equip teams with the skills, tools, and "learning-to-see" mindset needed to apply Lean and performance excellence principles within their daily work.
- Encourage – Foster a supportive environment that promotes idea generation, recognizes contributions, and strengthens team synergy through open forums and collaboration.

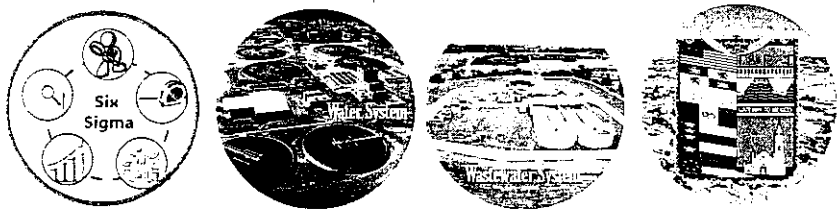
Through this approach, Anubis Engineering ensures that improvement initiatives are not imposed, but co-created, resulting in stronger buy-in, higher morale, and more sustainable outcomes.

By integrating technical expertise, disciplined management, continuous improvement, and people - oriented leadership, Anubis Engineering delivers more than Project and Program Management support—we deliver a resilient, adaptable framework that enables the City of Laredo Utilities Department to:

- Optimize its capital portfolio,
- Maximize the value of limited resources,
- Reduce risk and variability,
- Strengthen institutional knowledge, and
- Build a culture of continuous improvement that endures well beyond individual projects.

This disciplined approach fosters behaviors that strengthen the City's existing Project and Program Management framework while establishing a scalable foundation for prioritizing, selecting, monitoring, tracking, and growing the capital project portfolio. Refer to the following image to have a visual understanding of House of Lean structure.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



Customer Satisfaction

Continuous Improvement

JIT
Just in Time

Pull/ Kanban
Takt Time
Continuous
Flow.
SMED
OEE

Heijunka
Production Leveling

Lean Program Management

Learning to See

Eliminate Waste
Maximize Value

Team / Employee Involvement

Jidoka
Autonomation

Poka Yoke
Andon
5 Why
Gemba
Visual Mgmt.

Standardized Work

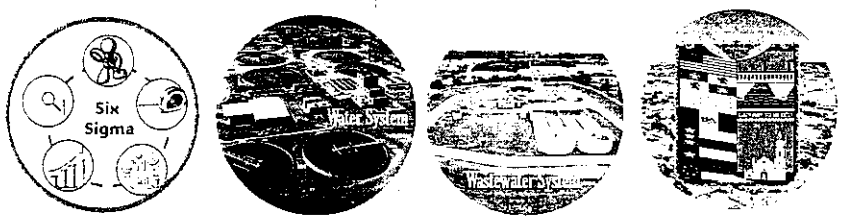
5 S **TPM** **PDCA** **VSM** **KAIZEN**

Stability and Standardization

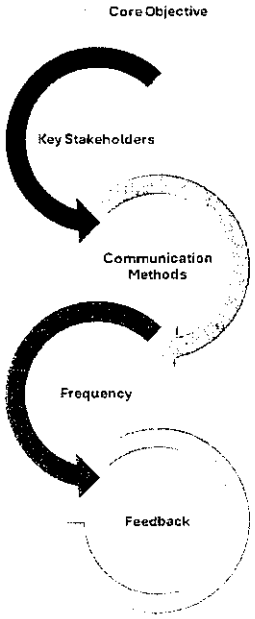
COMMUNICATION STRATEGY

At Anubis Engineering, we recognize that successful Project and Program Management extends far beyond methodology, tools, and technical expertise. While having the right ideas, knowledge, discipline, and frameworks is essential, project success ultimately depends on how effectively information is communicated, clearly - timely, and appropriately - to the right audience.

Effective communication is the mechanism that transforms plans into action aligns stakeholders, mitigates risk, and sustains momentum. Just as importantly, it is a key driver of morale, trust, and collaboration, resulting in satisfied clients and highly engaged project teams. A well-informed team is a confident team, and confident teams deliver successful projects.



To preserve and reinforce our integrated strategy, Anubis Engineering has developed a structured yet flexible Communication Management Process that supports the City of Laredo Utilities Department across all project, program, and portfolio activities.



Our communication process is designed to ensure consistency, clarity, accountability, and continuous improvement throughout the project lifecycle:

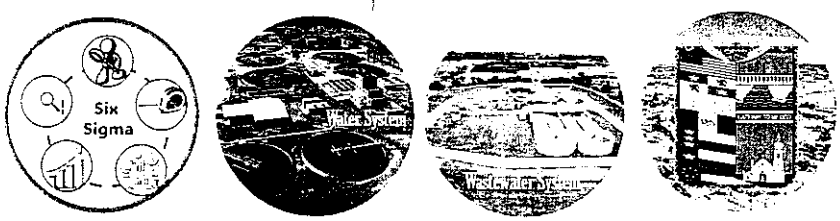
1. Identify Core Objectives

   We begin by clearly defining the purpose of each communication effort. This includes identifying the core message to be conveyed, the desired outcome, and the level of detail required to support informed decision-making. Every communication is intentional and aligned with project and program objectives.

2. Identify Stakeholders and Define Roles

   Anubis works collaboratively with the City of Laredo Utilities Department to identify all internal and external stakeholders and establish a RACI Matrix (Responsible, Accountable, Consulted, Informed). This ensures:

   - Clear ownership of decisions and actions,
   - Agreed-upon levels of involvement,
   - Defined escalation paths, and
   - Alignment on communication responsibilities across the project team.



RACI Matrix

People				
Arduna Project Leader				
Arduna Project Leader				
Arduna Project Engineer				
Tunnel Contractor				
Tunnel Specialist				
Tunnel Operator				
City of Laredo Utilities Department				
City of Laredo Planning Staff				
City of Laredo Utilities Manager				
Placeholder				

3. Establish Communication Methods

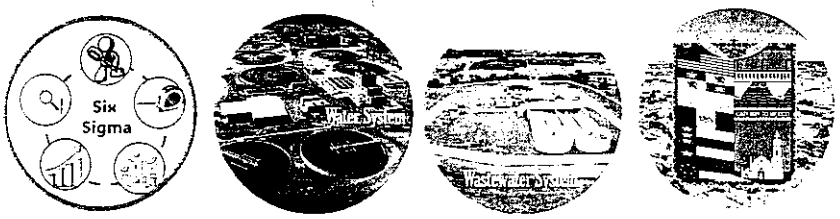
We select communication channels that best fit the audience and the message, recognizing that different stakeholders require different forums. Communication methods may include in-person meetings, virtual meetings, dashboards, emails, phone calls, or text messages. Feedback from the City of Laredo Utilities Department and project teams is actively incorporated to ensure the chosen forums are effective, accessible, and well received.

4. Develop a Communication Schedule

Anubis establishes a structured communication cadence tailored to project needs and priorities. This may include:

- Daily stand-up meetings for active coordination,
- Weekly project team meetings,
- Monthly stakeholder and executive updates,
- Ad hoc communications for urgent issues or decision points.

The frequency and format of communication are intentionally scaled to the urgency and complexity of the message.



5. Execute the Communication Plan

Once established, the communication plan is executed with discipline and consistency. Anubis ensures that agreed-upon communication protocols are followed, information is accurate and timely, and messaging remains aligned with project status, risks, and priorities.

6. Evaluate Effectiveness and Gather Feedback

Communication effectiveness is continuously evaluated. Feedback from the City, stakeholders, and project teams is actively solicited to identify opportunities for improvement. Lessons learned are incorporated into ongoing communication practices, reinforcing a continuous improvement mindset.

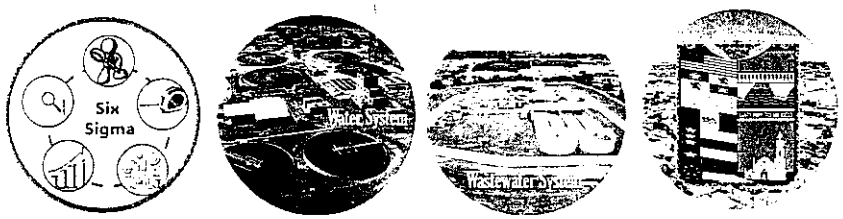
This communication strategy is not a standalone function; it is the foundation that connects and sustains Anubis Engineering's full Project and Program Management methodology. Through effective communication, we enable the successful integration of:

- Project and Program Management frameworks,
- Six Sigma DMAIC methodology,
- Change and Risk Management,
- Lean Improvement and "learning-to-see" culture, and
- The 3E morale philosophy - Engage, Empower, and Encourage.

By placing communication as the foundation of our approach, Anubis ensures that strategy, execution, and culture move forward together - clearly, confidently, and collaboratively.

Anubis Engineering is committed to augmenting the City of Laredo Utilities Department's engineering function by providing seasoned project, program, and portfolio management expertise, supported by deep technical knowledge across water and wastewater systems. We are here to guide, support, and collaborate at every stage of your projects - ensuring alignment, transparency, and shared success.

Our goal is simple: deliver successful projects, build strong teams, and create lasting value for the City of Laredo Utilities Department and its community through clear communication, disciplined execution, and trusted partnership.



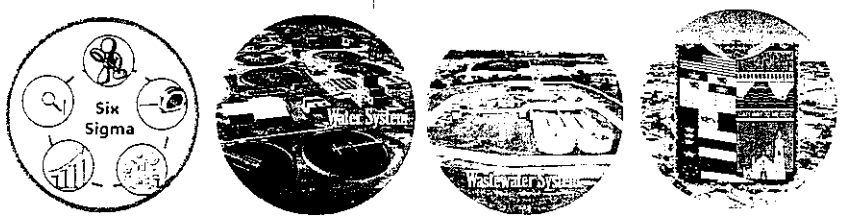
XIII. RELEVANT PROJECTS EXPERIENCE

1. Brackish Groundwater Supply Project – P3 Owner's Representative Support
   Creedmoor Maha Water Supply Corporation (CMWSC)

Mr. Berryhill and Anubis Engineering are providing Owner's Representative services for the planning, design, pilot testing, and construction services for a new 2.0 million gallons per day (MGD) brackish groundwater desalination treatment plant for Creedmoor Maha Water Supply Corporation (CMWSC). Anubis' role for this project is to assist CMWSC with procurement of a public-private-partnership (P3) team for the proposed desal project, provide technical oversight of the consultant team hired to design the proposed desal project, and assist CMWSC in managing the project through planning, piloting, design, permitting, construction, and commissioning phases.

As CMWSC does not currently provide water treatment, CMWSC elected to implement a Request for Proposals (RFP) process to identify potential "turnkey" suppliers for the project, including development of supply wells, treatment, transmission, storage, distribution, and waste handling. Initially, CMWSC began the concept of a turnkey brackish desalination project by negotiating with Seven Seas, but after five years of negotiations failing to reach an approvable agreement, CMWSC elected to end negotiations with Seven Seas and issue a competitive RFP. Four teams submitted responses to the RFP, including Seven Seas, Aqualia, TSG, and BGICO. After evaluating proposals, and conducting interviews, CMWSC proceeded forward with BGICO based on local capabilities for supply and waste disposal in the Austin area. Prior to the RFP being advertised, BGICO obtained a one-time legislative dispensation to allow for expedited well development approval on its property, which would accelerate its anticipated project schedule.

Contact: Matthew Pickle, General Manager, Creedmoor Maha WSC, (512) 243-2113
Project Cost: $42,000,000 (estimated, Guaranteed Maximum Price still being negotiated)
Project Funding Method: Utility bond funding and development fees
Date: 2025 to current

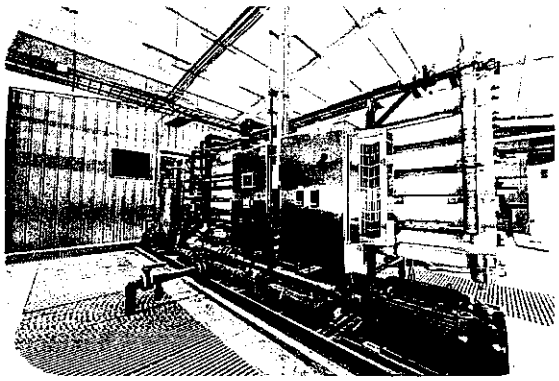


2. Phase I Brackish Surface Water Treatment Plant Expansion – Completed Under Prior Engagement*
   Parker County Special Utility District (PCSUD), Brock, Texas

While working at his previous firm, Mr. Berryhill provided planning, design and construction services for an upgrade and expansion of **Parker County Special Utility District's (PCSUD)** existing 1.0 million gallons per day (MGD) brackish surface water desalination treatment plant. While PCSUD's existing desalination plant was rated for 1.0 MGD for "on paper" capacity, original project design and construction issues led to an effective plant capacity of only 0.5-0.6 MGD.

Mr. Berryhill's design upgraded the existing plant processes to first restore the original 1.0 MGD capacity as well as installing additional treatment components to further expand the facility up to 2.0 MGD, while also preparing the site for further expansions in the future. The project included replacement of the existing intake system, pretreatment system, upgrade of the existing membrane filtration system, pilot testing and design of a new ceramic membrane filtration system, addition of a new reverse osmosis (RO) membrane system, upgrade of the existing RO system, addition of a new high service pump station, and addition of new waste handling systems at the plant. Also included in the scope of the project was a Texas Pollutant Discharge Elimination System (TPDES) discharge permit for PCSUD for a new permitted discharge to the Brazos River for disposal of the RO concentrate stream and a comprehensive Operations and Maintenance Manual.

Critical challenges that were successfully met during the design and construction of this project include the following.

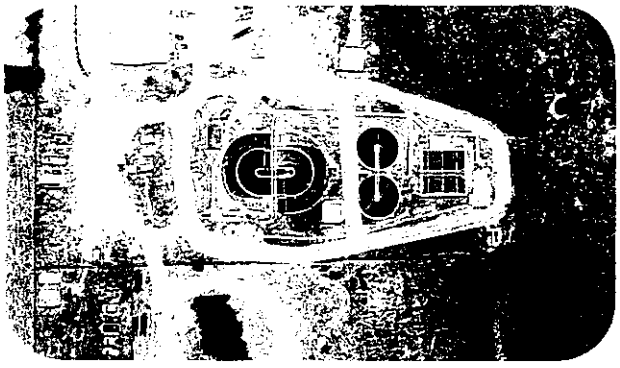


- Coordination with Texas Water Development Board (TWDB) to obtain project funding through its Drinking Water State Revolving Fund Program (DWSRF);
- Design of advanced treatment systems to significantly enhance recovery of treated water;
- Coordination with the Brazos River Authority to obtain additional water rights;
- Fast-track design and construction in parallel to maintaining current plant production;
- Identification of discharge method to allow the disposal of a large amount of highly brackish reject water; and,
- Fitting the advanced treatment technologies and associated improvements within a limited site.

Contact: Dakota Tawater, General Manager, Parker County SUD, (817) 594-2900
Project Cost: $15,000,000
Project Funding Method: TWDB DWSRF state funding
Date: 2018-2024

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND

3. Phase I Wastewater Treatment Facility Improvements
City of Van Alstyne, Texas

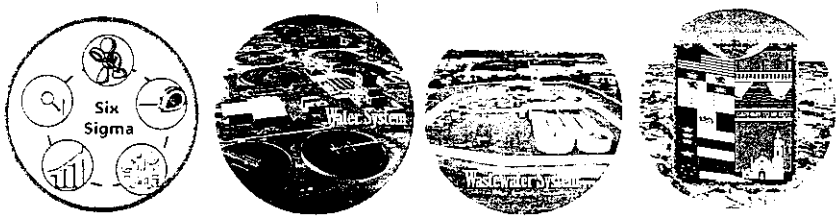


Anubis and Mr. Berryhill are currently providing planning, design, permitting, project management, construction management and inspection and operation and maintenance (O&M) services for this project. A previous consultant recommended a full replacement of the City's existing 0.95 million gallons per day (MGD) wastewater treatment facility (WWTF) as the facility could no longer meet permit limits at the permitted design flow. In the previous consultant's recommendation, the proposed replacement of the City's existing WWTF would cost approximately $30MM, and would not include any process upgrades or improvements in O&M efficiency.

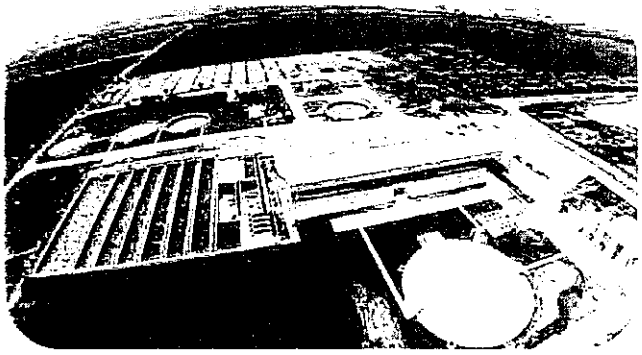
Anubis was hired to evaluate the previous project approach and to assist the City in developing alternatives to repurpose and reuse portions of the existing WWTF if feasible to accomplish the same goal for capacity and compliance. After identifying and evaluating multiple options with City staff, Mr. Berryhill prepared a recommendation for a phased set of improvements for the existing WWTF, restoring system capacity and compliance by implementing prioritized improvements over several project package phases, tied to funding availability by the City. While phasing a project can be more expensive to inflation over time, the prioritized improvements approach recommended by Mr. Berryhill could be completed for less than $13MM overall, which is less than 50% of the previous consultant's estimated price for a full plant replacement ($30MM).

Anubis is currently providing planning, permitting, design, master planning support, capital projects planning support, procurement support, construction administration, and commissioning support for this project, as well as supporting the City of Van Alstyne in wastewater master planning for future wastewater treatment needs.

Contact: Tristan Cisco, Director of Public Works, City of Van Alstyne, (903) 482-5426
Project Cost: $13,000,000 (estimated based on all five phased project packages)
Project Funding Method: City bond funding
Date: 205 to current

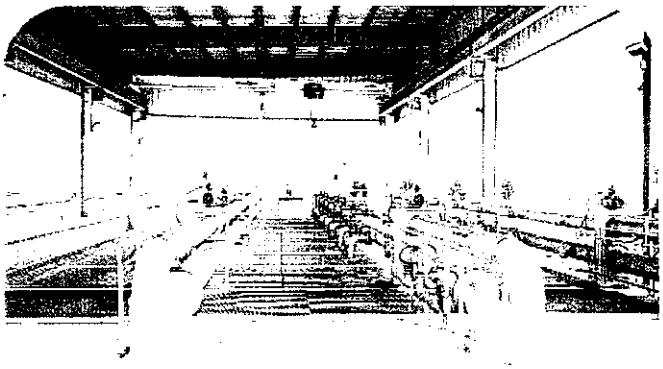


4. Hamby Water Reclamation Facility and Indirect Reuse Project – Completed Under Prior Engagement*
   City of Abilene, Texas



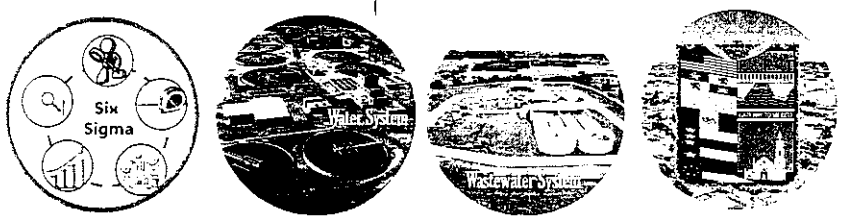
While working at his previous firm, Mr. Berryhill provided planning, design, permitting, project management, construction management, inspection and Operation and maintenance (O&M) services for this project, valued at $82 million. Mr. Berryhill was the project manager and lead technical engineer of record for this important drought response project and was supported by Alan Plummer Associates. The wastewater treatment plant (WWTP) serving the **City of Abilene** was originally constructed in 1956. The City's WWTP was expanded and upgraded several times over the past 50-plus years to its current capacity of 22 million gallons per day (MGD). Having exceeded the service life for the treatment units, Mr. Berryhill designed a new treatment facility, with construction completed to allow discharge of advanced treated wastewater in less than 12 months in 2015.

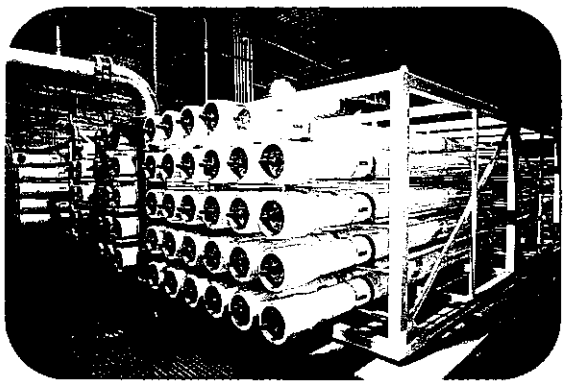
In addition to needing to replace treatment system components to maintain compliance with discharge permit limits, the City was also in the grip of a major ongoing drought. For this reason, Mr. Berryhill was also tasked with the design of necessary improvements to add advanced treatment processes to the WWTP to support the implementation of an indirect potable reuse project for the City.



Abilene's WWTP needed to be capable of meeting requirements for indirect potable reuse and Type I reuse. Improved system redundancy, implementation of an automated supervisory control and data acquisition (SCADA) system, enhanced energy efficiency and biological and chemical nutrient removal capability were all key components for successfully meeting these treatment objectives. Mr. Berryhill based the project on processes including Biological Nutrient Removal (BNR), Membrane Bioreactor (MBR), Reverse Osmosis (RO), Ozone and Biologically Active Contactors (BAC) technologies in order to meet the City's project goals.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND





The City's upgraded WWTP included both coarse and fine mechanical screens, coarse and fine grit removal systems, an influent wastewater pump station, flow equalization systems, a secondary BNR process designed for biological phosphorus removal, enhanced energy recovery and tertiary filtration using MBR membrane filters, RO treatment, Ozone treatment, BAC filtration, chlorine disinfection and aerobic solids storage and disposal. Also included in the scope of the project was a major amendment of the City's Texas Pollutant Discharge Elimination System (TPDES) discharge permit for a new permitted discharge to one of the City's surface water reservoirs and a comprehensive Operations and Maintenance Manual.

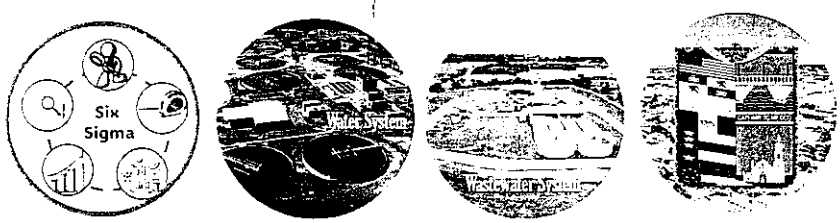
Mr. Berryhill worked with Abilene leadership to select a Construction Manager at-Risk (CMAR) using a 2-step selection process. Mr. Berryhill initiated preliminary design in May 2013. CMAR selection was completed in September 2013. Field construction started on January 25, 2014 and reclaimed water was sent to Lake Fort Phantom on January 7, 2015, less than 12 months from the first concrete pour.

In order to minimize the lead time for operators to obtain training on the new processes, Mr. Berryhill also conducted operator training sessions with the WWTP operations staff on a biweekly basis throughout planning, design and into construction to minimize startup, performance testing, and operator learning curve timing. Mr. Berryhill continued training sessions on each treatment process as the new facilities were brought online, to assist operations staff with process troubleshooting, basic operations, and process optimization techniques.

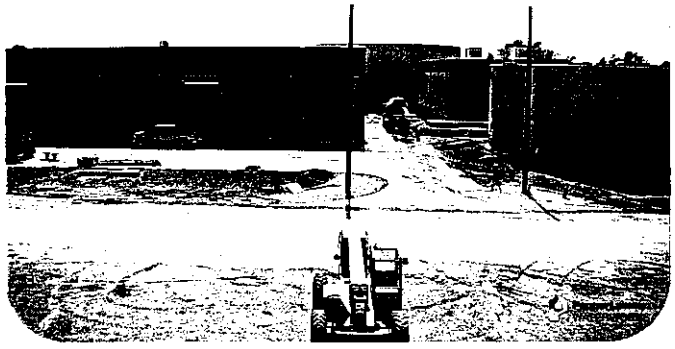
The successes of the project were many and are summarized below.

- Largest MBR facility in the State of Texas (still the largest as of 2025);
- No interruptions to operations and treatment over the entire construction period;
- Maximum use of the existing plant site by re-purposing as many existing structures as possible;
- Provided an additional 7.0 MGD of water supply through reuse; and,
- $82 million in design and construction with discharge of advanced treated wastewater effluent in less than 12 months.

Contact: Matthew Dane, PE, Director of Utilities, City of Abilene, (325) 676-6419
Project Cost: $82,000,000
Project Funding Method: Utility bond funding
Date: 2012-2023



5. Second Stage Drought Response Project - Raw Water Roughing Facility (RWRF) – Completed Under Prior Engagement*
City of Abilene, Texas

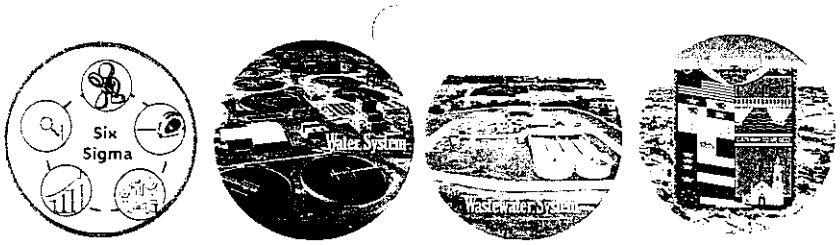


While working at his previous firm, Mr. Berryhill provided planning, design, permitting, project management, construction management, resident inspection and O&M services for this project, which is valued at $105 million. Mr. Berryhill was tasked to identify and develop the design for necessary improvements to utilize brackish raw water from Possum Kingdom (PK) Lake and desalinating the PK raw water to a sufficient level to match current raw water quality from Hubbard Creek Reservoir (Hubbard).

Multiple significant challenges had to be overcome for successful completion of the project, including time, water availability, site footprint, and waste handling requirements. The City of Abilene decided in the Summer of 2014 to proceed forward with another drought response project in the form of the PK project, with the goal of starting to utilize PK water no later than Summer 2015.

Mr. Berryhill determined that the only potentially feasible approach to meeting this highly aggressive goal was to fast-track design as well as an alternative delivery method for construction, such as a Construction Manager at-Risk (CMAR) approach. Mr. Berryhill began design in September 2014 and initiated pre-procurement of all major equipment, as well as initiating the selection process for CMAR contractors; as of January 2015, design was completed and the selected CMAR contractors began initial site work at the new RWRF and pipeline construction sites. Work on both the RWRF and pipelines was completed in October 2015.

The treatment systems ultimately selected were based on required construction footprint, capital and Operation and Maintenance (O&M) cost, operational flexibility, lead time for construction and capability of meeting treatment goals for Total Dissolved Solids (TDS), chloride, sulfate and hardness. The City's RWRF includes raw water pumping, transmission and storage, a new pretreatment membrane filtration (MF) system to protect the new reverse osmosis (RO) system, a tertiary recovery MF system to enhance net MF recovery, RO treatment for dissolved mineral reduction, chloramine disinfection to maintain positive bio-fouling control, product water storage, pumping and transmission and RO concentrate waste transmission and disposal. Also included in the scope of the project was a Texas Pollutant Discharge Elimination System (TPDES) discharge

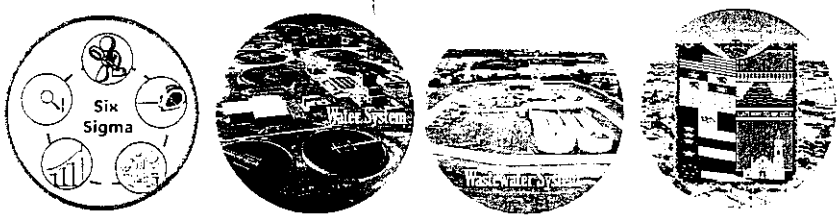


permit for the City for a new permitted discharge to the Brazos River for disposal of the RO concentrate stream and a comprehensive Operations and Maintenance Manual.
Mr. Berryhill worked with Abilene leadership to select a CMAR contractor using a single-step selection process. Mr. Berryhill initiated preliminary design in September 2014. CMAR selection was completed in December 2014. Construction was started in January 2015 and was completed in October 2015, approximately 10 months from issuance of Notice to Proceed for construction.

Critical challenges that were successfully met during the design and construction of this project include the following.

- Design of advanced treatment systems to significantly enhance recovery of treated water;
- Coordination with the Brazos River Authority and landowners along the pipeline route;
- Fast-track design and construction of one of the largest MF and RO systems in Texas;
- Identification of discharge method to allow the disposal of a large amount of highly brackish reject water; and,
- Fitting the advanced treatment technologies and associated improvements within a limited site.

Contact: Matthew Dane, PE, Director of Utilities, City of Abilene, (325) 676-6419
Project Cost: $105,000,000
Project Funding Method: Utility bond funding
Date: 2015



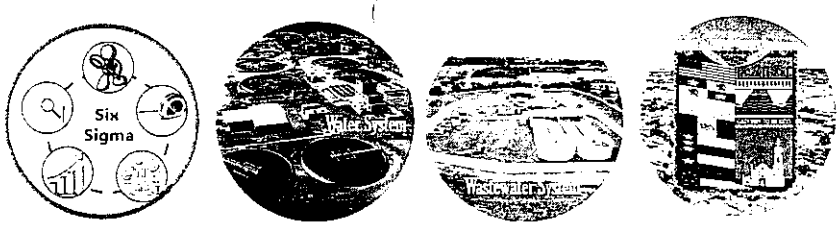
6. Water Master Planning Program Development – Completed Under Prior Engagement
   Parker County Special Utility District (PCSUD), Brock, Texas

While working at his previous firm, Mr. Berryhill provided master planning and capital improvements planning support to the **Parker County Special Utility District (PCSUD).** PCSUD's existing water system began as a rural water supply cooperative located just west of Weatherford, Texas. During its conception, PCSUD relied on a mixture of groundwater and purchased wholesale treated surface water from the City of Mineral Wells. In 2010 however, PCSUD could no longer obtain sufficient wholesale water from Mineral Wells and its groundwater wells were beginning to run dry. As a result, PCSUD began to implement a brackish surface water desalination system.

Unfortunately, the previous consultant used by PCSUD did not have any experience in developing water master plans, capital improvements plans, or necessary impact fee programs, resulting in the majority of development-focused infrastructure improvements being paid for primarily out of water rates, instead of a pro-rata share based on number of connections currently being served versus new connections being added by developments.

Mr. Berryhill assisted PCSUD with developing water supply alternatives to evaluate current, 5-year, 10-year, 20-year, 30-year, and 50-year water demand horizons, as well as preparing 10-year capital projects windows to support revisions to PCSUD's current impact fee program. One of the major goals of this master planning process was to prepare "living documents" with spreadsheets and modeling programs to allow for rapid planning updates based on new developer changes in between major master planning report update cycles.

Contact: Dakota Tawater, General Manager, Parker County SUD, (817) 594-2900
Project Cost: N/A
Project Funding Method: PCSUD Utility Funding
Date: 2018-2024



7. Global M&A Program Management. 3M Communication Market Division (CMD) Acquisition & Integration

Global Acquisition & Integration Program – Corning / 3M CMD

One of the most impactful programs that Mrs. Avitia led was during her time at Corning Incorporated, where Veronica served as a Worldwide Program Manager supporting mergers and acquisitions. One of those was the acquisition of the 3M (CMD) Communication Market Division, a business that supports data centers and telecommunications infrastructure, the type of "behind-the-scenes" infrastructure most people don't see, but communities depend on every day.

At the beginning of that project, Mrs. Avitia's role was to help leadership truly understand what we were acquiring. That meant conducting a deep-dive business assessment, pulling together technical, operational, financial, and risk-related data so leadership could make informed decisions. Working closely with legal, operations, engineering, and finance teams to define acquisition goals, identify risks, and establish a structured approach to due diligence. The objective was clarity, transparency, and confidence before moving forward.

Once the acquisition was approved, Veronica's role evolved into Integration Program Manager, which is where the complexity really began. She was responsible for coordinating multiple workstreams at the same time - manufacturing, systems, facilities, inventory, and people across different countries and cultures. Many of the leaders involved did not report directly to Mrs. Avitia, so success depended heavily on communication, trust, and structure.

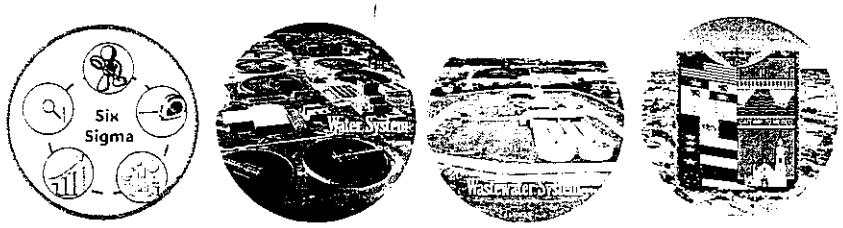
One major component of the integration was the relocation of manufacturing operations from California and China to Mexico, which required careful planning to avoid disruption. To allow operational leaders to stay focused on production, Veronica took ownership of coordinating infrastructure, equipment transfers, furniture, and capital procurement as separate but aligned projects within the 100% assigned integration team. That approach reduced distractions, minimized risk, and kept the integration moving forward.

Throughout the program, Mrs. Avitia established regular communication cadences, created clear milestones, and adjusted plans as conditions changed. She also implemented a multicultural communication strategy, particularly for teams in the U.S., Mexico, China, and Japan, to ensure alignment and maintain morale during a period of significant change.

The results from this program:
- $400M in revenue growth,
- $14M in synergy savings,
- $70M in global inventory managed

While being 20% under budget.

Contact: James Sanders, Merge and Acquisition Director, Corning Incorporated, (817) 584-3350
Project Type: Acquisition and Integration
Date: 2020



8. Operational Excellence & Lean Six Sigma Project - Cable Manufacturing

In another role at Corning Cable Systems within Corning Incorporation, Mrs. Avitia led a Lean Six Sigma initiative focused on improving operational efficiency and reducing waste. The issue the Corning Cable team was facing was material scrap generated during equipment setup and changeovers in the cable stranding process, impacting the usage and consumption of raw materials. This situation was presented within several plant reviews and engineering meetings where the data was analyzed and the problem was appropriately measured, providing the project baseline. The main component to focus for an initial review was the cable – with a waste of 45 meters of scrap per order. That waste directly impacted cost, capacity, and scheduling.

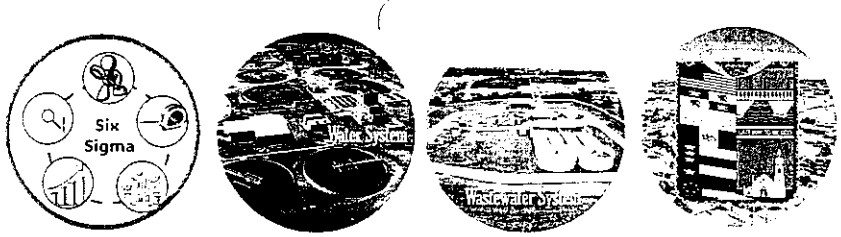
Rather than applying quick fixes, Veronica led the project using the DMAIC Six Sigma framework. Mrs. Avitia started by clearly defining the problem and aligning stakeholders through a project charter and SIPOC analysis. From there, gathered data, performed root cause analysis, and identified critical process variables.

Mrs. Avitia utilized a Design of Experiments (DOE) to test different process parameters in a controlled way, allowing us to understand which factors truly drove variation. Based on those findings, she implemented standardized work, updated SOPs, revised Total Preventive Maintenance (TPM) procedures, and strengthened training and certification requirements.

The project also focused on sustainability, ensuring the improvements would hold over time. That included updating TPM practices, modifying training plans, and recognizing team members for their contributions, which helped boost engagement and ownership.

The project delivered $2M in operational cost savings, improved throughput, and was completed on time and within budget.

Contact: Daniel Arenas, Engineering Project Manager, Corning Incorporated, (607) 261-0584
Project Type: Equipment and Process Capability Improvement
Date: 2019



XIV. KEY CLIENT REFERENCES

REFERENCE NO. 1

NAME:	Dakota Tawater
TITLE:	General Manager
ORGANIZATION	Parker County Special Utility District (PCSUD)
PHONE NUMBER	(817) 594-2900
EMAIL:	dakota@parkercountywater.com

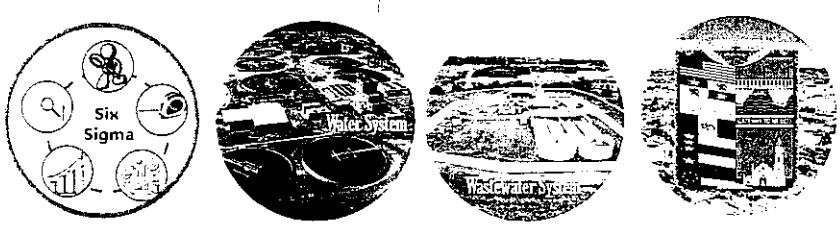
PROJECT AND PROGRAM MANAGEMENT SUPPORT:

Evaluation of existing water treatment plant (WTP), identification of capacity / performance / compliance improvements for the existing WTP, assistance of PCSUD with obtaining over $80,000,000 in grant and loan funding for capital projects, redevelopment of PCSUD's master planning program, redevelopment of PCSUD's capital improvements program, redevelopment of PCSUD's impact fee program, development of multiple discharge and land application permits for existing and proposed WTP facilities, etc.

TESTIMONIAL:

"We have worked with Mr. Berryhill since 2018 on securing funding for several critical infrastructure projects, as well as providing essential engineering support. His rare combination of funding, regulatory, and engineering expertise makes him exceptional at helping utilities efficiently obtain grants and low-interest loans. Joshua's knowledge of funding programs is unmatched - often exceeding even that of agency staff - and he consistently finds creative paths to funding eligibility that others overlook.

Our collaboration has always felt more like working with a trusted team member than with an outside consultant. I wholeheartedly recommend Mr. Berryhill and his new firm, Anubis, to any utility seeking a knowledgeable, dependable, and results-driven partner. Joshua is a true asset to any project he supports."



REFERENCE NO. 2

NAME:	Troy Hotchkiss
TITLE:	Sr. Solutions Architect
ORGANIZATION:	Schneider Electric (SE)
PHONE NUMBER:	214) 957-1357
EMAIL:	troy.hotchkiss@se.com

PROJECT AND PROGRAM MANAGEMENT SUPPORT:

Evaluation of existing wastewater treatment plant (WWTP) for several of SE's municipal clients (under a Design-Build [DB] approach), identification of capacity / performance / compliance improvements for each existing WWTP, assistance of SE in funding programmatic requirements for one of SE's WWTP projects, technical review of another consulting firm in support of one of SE's WWTP upgrade projects, development of permit renewals and/or amendments to support existing WWTPs, assistance of SE in developing phasing of capital projects for each WWTP, design of capacity enhancement and energy optimization improvements for each of SE's WWTP projects, etc.

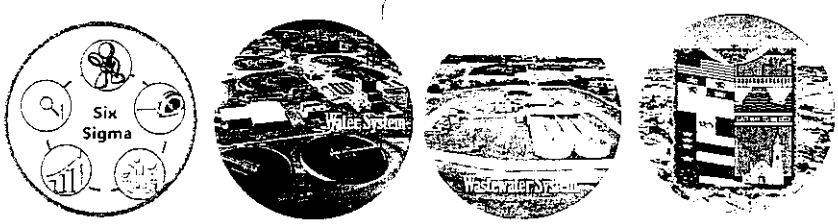
REFERENCE NO. 3

NAME:	Tristan Cisco
TITLE:	Director of Public Works
ORGANIZATION:	City of Van Alstyne, Texas (City)
PHONE NUMBER:	(903) 482-5426
EMAIL:	tcisco@cityofvanalstyne.us

PROJECT AND PROGRAM MANAGEMENT SUPPORT:

Evaluation of existing wastewater treatment plant (WWTP), identification of capacity / performance / compliance improvements for the existing WWTP, assistance of the City in resolving historical WWTP permit compliance issues, assistance of the City in redeveloping its master planning program, updating the City's capital improvements program, updating the City's impact fee program, development of multiple discharge and land application permits for existing and proposed WTP facilities, etc.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS, TODAY AND BEYOND



REFERENCE NO. 4

NAME:	Brad Marshall
Title:	Director, Engineering & Project Delivery
Organization:	Texas Water Utilities, L.P. (TWU)
Phone Number:	(512) 348-2721
Email:	brad.marshall@nexuswg.com

PROJECT AND PROGRAM MANAGEMENT SUPPORT:

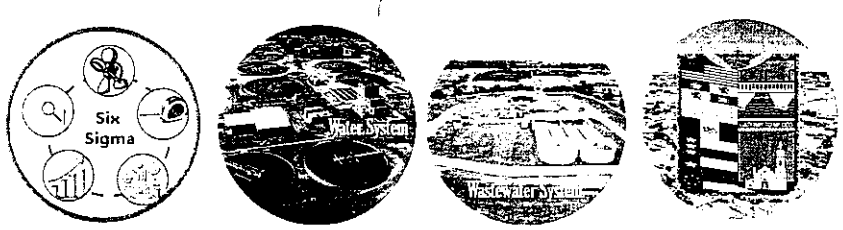
Evaluation of existing water treatment plants (WTP) and wastewater treatment plants (WWTP), identification of capacity / performance / compliance improvements for TWU's existing WTPs and WWTPs, assistance of TWU in resolving historical WTP and WWTP compliance issues, assistance of TWU in developing phased improvements for several of its WTPs and WWTPs, assistance of TWU in obtaining over $10,000,000 in grant funding for projects, assistance of TWU in supporting multiple industrial water use facilities and data centers, assistance of TWU in addressing developer utility requests while protecting TWU's water and wastewater system resources, etc.

REFERENCE NO. 5

NAME:	Matthew Dane
TITLE:	Director of Water Utilities
ORGANIZATION	City of Abilene (City)
PHONE NUMBER	(325) 676-6405
EMAIL:	matthew.dane@abilenetx.gov

PROJECT AND PROGRAM MANAGEMENT SUPPORT:

Evaluation of existing water treatment plants (WTP) and wastewater treatment plant (WWTP), identification of capacity / performance / compliance improvements for the existing WTPs and WWTP, development of a potable reuse program for the City, assistance of the City in emergency response recommissioning of the City's primary WTP during Arctic Storm Uri, updating the City's WTP and WWTP master planning program, updating the City's WTP and WWTP capital improvements program, development of multiple discharge and air permit-by-rule (PBR) permits for existing and proposed WTP and WWTP facilities, etc.



XV. COSTING AND COMPENSATION STRUCTURE PROPOSAL

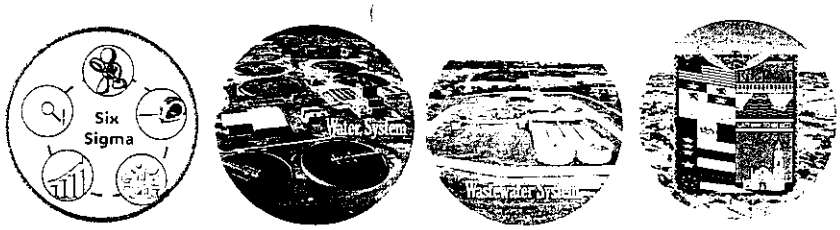
Anubis further understands that the services outlined in this RFP extend beyond the management of existing projects and resources. The requested support encompasses the development and execution of a capital improvement portfolio, as well as comprehensive water and wastewater engineering function support across the full project lifecycle, including planning, design, procurement, construction, and project closeout. This breadth of responsibility requires flexibility, scalability, and access to experienced professionals who can adapt to evolving priorities and workload demands.

To support transparency while maintaining flexibility, Anubis proposes an hourly rate structure by role and level of responsibility. This approach allows the City of Laredo Utilities Department to clearly understand how resources are allocated, ensures alignment between effort and cost, and provides the ability to scale support up or down as project needs evolve. It also positions both the City and Anubis to collaboratively refine staffing strategies as priorities shift within the capital portfolio.

Anubis believe that this proposed rate structure is the foundation for an open and collaborative discussion. We welcome the opportunity to further align on expectations, workload assumptions, and service levels to ensure a fair, competitive, and value-driven compensation model that supports the City's long-term utility objectives while delivering projects on time and within budget.

Please review the following page for Anubis Engineering Hourly Rate for the Project and Program Management Support Services.

ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS. TODAY AND BEYOND



ANUBIS ENGINEERING
ENGINEERING INNOVATIVE SOLUTIONS. TODAY AND BEYOND

CITY OF LAREDO UTILITIES DEPARTMENT

PROJECT AND PROGRAM MANAGEMENT SUPPORT SERVICES

HOURLY CHARGES FOR PROFESSIONAL SERVICES (2025)

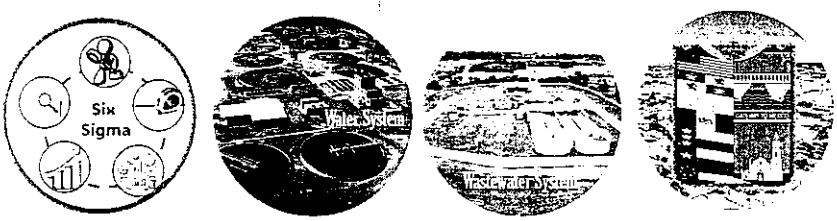
Prepared by: JLB

Date: 12/16/2025

Hourly Rate Schedule			
Labor / Title Category	Year Progression		
	2026	2027	2028
Project Prinpical	$200	$206	$216
Senior Project Manager	$175	$180	$189
Project Manager	$150	$155	$162
Senior Engineer	$140	$144	$151
Project Engineer	$125	$129	$135
Staff Engineer	$110	$113	$119
RPLS	$150	$155	$162
Construction / Commissioning Manager	$150	$155	$162
Engineer Field Technician	$125	$129	$135
Survey Tech	$75	$77	$81
CAD	$125	$129	$135
Administrative	$50	$52	$54
Survey Party (3 Resources)	$200	$206	$216

Expense Items	
Consultants, Contractors & Supplies	Cost plus 5%
Travel (out of town only)	Current IRS per mile
Lodging and meals (out of town trips)	Actual Cost

Charges include all salaries, salary expense, overhead, and profit.



XVI. BUSINESS INFORMATION QUESTIONNAIRE

Please refer to the following page.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Staff Report 47.**

SUBJECT
Overview of the City of Laredo Detoxification Department, DBA ROOTS Recovery Center.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Strong - The agenda item *directly supports or fulfills* clearly stated goals and policies in the Viva Laredo plan associated with health, wellness, and support services for vulnerable populations.

Supporting goal(s)/policy(ies):

"Provide access to services and programs that improve quality of life and support vulnerable populations." (Viva Laredo Comprehensive Plan, Chapter 8: Health, p. 7.22)

- *Relevance:* A detoxification center such as ROOTS provides critical services to individuals suffering from substance use disorders - a vulnerable population with elevated health and social risk. By providing medical detox, stabilization, and referral to treatment, the Center embodies this goal.

"Support healthy living through programs and policies that promote well-being and dignity for all residents." (Policy 7.2.1, Chapter 8, p. 7.23)

- *Relevance:* Detoxification services are a core component of community health and recovery. By offering medically supervised detox and facilitating access to longer-term treatment, ROOTS helps restore and preserve residents' dignity and promotes healthier living.

" **Improve health of its residents" (part of the Plan's overall vision).** The plan summary/overarching vision statement.

- *Relevance:* Establishing and supporting a detoxification service contributes concretely to improving community health as envisioned by the Plan.

"A great quality of life" - including social services, health, and safety - as part of the Plan's goals for a prosperous but still affordable city. The Plan's summary "what were the big ideas?" section.

- *Relevance:* Access to detox and behavioral-health services enhances quality of life, reduces potential social harms from unmanaged substance use (e.g. health crises, homelessness, public safety issues).

Chapter list inclusion: "Health" as a fundamental element of the plan's 12 chapters. The

Plan states that improving the health of residents is among its overarching aims.

- *Relevance:* By addressing substance abuse and providing detox services, the agenda item contributes to the Plan's overarching objective of health improvement. The fact that "HEALTH" is a core dimension of the Plan underlines that health-related infrastructure - such as detox centers and behavioral-health services - are within the scope of the intended city planning actions.

The Plan states that improving the health of residents is among its overarching aims.

- *Relevance:* By addressing substance abuse and providing detox services, the agenda item contributes to the Plan's overarching objective of health improvement.

Implicit equity/social inclusion goal - through the Plan's participatory process and emphasis on services for all residents (especially underserved). The Plan preface and participatory process description.

- *Relevance:* Substance-use services often address populations with limited access to care; ROOTS' services advance inclusivity and equity consistent with the Plan's community-engagement and social-services ambitions.

Summary of alignment:
The proposed agenda item to maintain and support ROOTS Recovery Center demonstrates **strong alignment** with the Viva Laredo Comprehensive Plan. The following support that conclusion:

- The Plan explicitly identifies "Health" as one of its core chapters and includes policies emphasizing access to health services, improving community health, quality of life, and support for vulnerable populations. By providing detox and recovery services, the ROOTS Center delivers on those explicit policy commitments.
- The Center contributes concrete infrastructure and programming toward improving health outcomes, supporting dignity and well-being, and offering services to individuals who might otherwise be underserved - fulfilling the social-services and equity dimensions implied in the Plan's participatory vision.
- The agenda item helps realize the Plan's broader ambitions for a high quality of life, sustainable community wellness, and an inclusive approach to city-wide growth that balances physical development with social infrastructure (health, safety, services).

Because of the **direct** correspondence between the Center's function and the Plan's verbatim policies (e.g., "support healthy living," "provide access to services ... for vulnerable populations"), the classification of **Strong alignment** is appropriate and well justified.

Additional Observations

Equity & Social Inclusion: The Detox Center helps bridge gaps in behavioral-health access - often one of the biggest barriers for low-income or vulnerable individuals - which supports the Plan's overarching participatory and inclusive framework.

Public Health & Safety: Substance use often correlates with public-safety incidents, emergency-room utilization, homelessness, and other community costs. ROOTS may reduce such negative

externalities, aligning with the Plan's implicit intent for a safer, healthier city.

Sustainability of Social Infrastructure: By embedding health services into city planning (not just land-use, mobility, housing), the item reflects a holistic, long-term view for sustainable urban governance.

Integration with Other Plan Elements: While ROOTS is not directly a land-use or mobility intervention, its existence supports community resilience - which underlies successful implementation of land use, housing, and sustainability strategies.

PREVIOUS COUNCIL ACTION
Approval of the development of the Detoxification Department.

BACKGROUND
The City of Laredo Detoxification Department, operating under the name ROOTS Recovery Center, provides medically supervised detoxification and withdrawal management services for individuals experiencing substance-use dependencies and withdrawal and at risk for overdose. The program serves as an essential entry point into the broader behavioral health continuum, offering short-term stabilization, clinical assessments, and referrals to long-term treatment providers.

ROOTS Recovery Center offers 24/7, voluntary detoxification services, supporting individuals withdrawing from alcohol, opioids, stimulants, and other substances. The department maintains collaboration with local hospitals, law enforcement, EMS, behavioral health providers, and community -based organizations to ensure patients receive safe, appropriate, trauma informed, and timely care.

Services include:

Medical and clinical screening and evaluation

Withdrawal management under medical supervision

Chemical dependency counseling

Treatment & Discharge Planning

Crisis intervention

Skills development

Case management

Referral to inpatient, outpatient, residential, recovery-support programs, and tertiary services

Coordination with families, courts, and community partners when appropriate

ROOTS Recovery Center plays a crucial role in reducing emergency room utilization, mitigating public safety impacts related to substance use/behavioral health issues, and supporting recovery pathways for residents of Laredo and Webb County.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council receive and acknowledge the overview of the City of Laredo Detoxification Department, DBA ROOTS Recovery Center, and further recognize that this item demonstrates *Strong alignment* with the Viva Laredo Comprehensive Plan-specifically the Plan's Health Chapter policies to "provide access to services and programs that improve quality of life and support vulnerable populations" and to "support healthy living through programs and policies that promote well-being and dignity for all residents."

Staff further recommends continued support for the Detoxification Department's initiatives to enhance service capacity, strengthen inter-agency collaboration, and expand access to behavioral-health and recovery resources for individuals requiring medically monitored detoxification. These actions advance the Viva Laredo Plan's long-term goals related to community health, equity, and overall well-being.

Fiscal Impact

Fiscal Year:	FY25
Budgeted Y/N?:	Y
Source of Funds:	TX HHSC, Insurance Payments, TX CORE, TX Opioid Abatement, Municipal Court Fees
Account #:	274-7410
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Staff Report 48.**

SUBJECT
Update on Plaza Theater project with possible action.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Staff Report 49.**

SUBJECT
Environmental & Solid Waste Department staff report with possible action related to residential services, public education efforts, and related issues, with commercial services in accordance with city ordinances.
VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

Solid Waste will continue to ensure high quality services that protect the community and environment.

Summary of alignment:

Solid Waste has a commitment to deliver dependable services on a timely manner which is of importance for environmental protection.

Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Closed Session 50.**

SUBJECT
Request for Executive Session pursuant to Texas Government Code Section 551.074 to discuss the City Manager's annual review pursuant to the terms of the City Manager's employment agreement, and any other matters incident thereto.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Closed Session 51.**

SUBJECT
Request for Executive Session pursuant to 551.071(1) (A&B) of the Texas Government Code concerning DC-24-126, Ashley Morales v. The City of Laredo, and any other matter incident thereto.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
N/A

City of Laredo

City Council

Meeting Date: 2/2/2026 **Closed Session 52.**

SUBJECT
Request for Executive Session pursuant to Section 551.071(1)(A) (consultation with attorney regarding pending litigation) of the Texas Local Government Code, related to 2025CVG002217D2 and any other matter incident thereto.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 2/2/2026 **Laredo Mass Transit Board 53.**

SUBJECT
Consideration to award a supply contract with Sole Source Vendor Gillig, LLC in the amount of and not to be exceeded of $150,000.00 for the purchase of automotive parts, transit parts, and supplies of Laredo Transit Management Inc., El Metro. Gillig is the primary and sole source vendor to all and any repairs made to our fleet. The term of this contract shall be for one year beginning as of the date of its execution. Funding is available in the El Metro Maintenance Accounts.

PREVIOUS COUNCIL ACTION

BACKGROUND
Staff is requiring authorization to allow purchasing in the “Best Practice” for inventory and non-inventory parts that are purchased on an as-needed basis.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval of this contract.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Maintenance Accounts
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the following accounts: Inventory parts 558-0000-141-0000, Maintenance Fixed Route 558-5813-582-3020, and Maintenance Para-Transit 558-5814-582-3020.

Adrian Chavera
Assistant Manager
Maintenance Department
El Metro Transit
401 Scott St.
Laredo, TX 78040
Cell Phone (956)307-1971
Phone (956)795-2250 EXT 122
Fax:(956)795-2256
mailto:achavera@ci.laredo.tx.us

Re: **Original Equipment Proprietary Parts**

Dear Mr. Chavera

Gillig LLC, as an Original Equipment Bus Manufacturer, has proprietary items not purchasable through outside organizations. Due to design confidentiality, patents pending, proprietary tooling and special agreements, these products are available as Original Equipment solely through Gillig's Parts division.
Such products include:

- Interior/Exterior Body Parts including fenders and panels
- Molded/Extruded Components (Fiberglass/Rubber/Aluminum)
- Chassis Components
- Suspension Fabricated Product
- General fabricated/manufactured product by Gillig LLC
- Certain glass/window assemblies

Should you have any questions or concerns, please feel free to contact me.

Regards

Joe Saldana
Gillig LLC
Regional Sales Mgr
510-303-0202
jsaldana@gillig.com

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 54.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 55.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 56.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 57.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 58.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 59.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 60.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 61.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 62.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 63.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 64.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 65.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 66.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 67.**

City of Laredo

City Council

Meeting Date: 2/2/2026 **Council Item 68.**