# City of Laredo

## REGULAR MEETING AGENDA

**A-2025-R-14**

**Tuesday, September 2, 2025**
**5:30 PM**

**City Council Chambers**

## City Council

**********

**City of Laredo**
**Regular City Council Meeting**
**A-2025-R-14**
**COUNCIL CHAMBERS**
**1110 HOUSTON STREET**
**LAREDO, TEXAS 78040**
**September 2, 2025**
**5:30 P.M.**

## I. CALL TO ORDER

## II. PLEDGE OF ALLEGIANCE

## III. MOMENT OF SILENCE

## IV. ROLL CALL

## V. MINUTES

Approval of Minutes of:

August 14, 2025
August 18, 2025

### 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.

## VI. RECOGNITION

**1.** The City of Laredo Mayor, Dr. Victor Treviño, and Council proudly recognize Damaris Morales, a proud Laredoan, who has been selected as one of 48 semifinalists in the international “México Canta por la Paz y Contra las Adicciones” competition, launched by the Mexican Government to promote positive, healing music. Her participation not only highlights her talent and commitment to socially conscious music but also brings pride to our city. Congratulations! **REC-22**

## VII. COMMUNICATIONS

**1.** Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **25-1581**

## VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

**1.** Appointment by Council Member Alyssa Cigarroa of Allen Holmgreen to the Fine Arts & Culture Commission. **APPT - 63**

**2.** Appointment by Council Member Ruben Gutierrez of John Beckelhymer to the Planning and Zoning Commission. **APPT - 64**

**3.** Appointment by Council Member Ricardo " Richie" Rangel Jr. of Terry Franklin Hix Jr. to the Ethics Commission. **APPT - 67**

## IX. PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

**1.** Public Hearing and adoption of the Future Thoroughfare Plan as Appendix “D” of the City of Laredo’s Comprehensive Plan. **2025-R-204**

The Planning and Zoning Commission recommended adoption of the Future Thoroughfare Plan with the changes identified as Exhibits A thru H.

Staff recommends the adoption of the Future Thoroughfare Plan with the changes identified as Exhibits A thru H.

## X. PUBLIC HEARING & INTRODUCTORY ORDINANCE

**1.** Public Hearing and Introductory Ordinance creating Article VI, entitled “Mitigation Rates for Emergency and Non-Emergency Services” of Chapter 12 of the Code of Ordinances of the City of Laredo entitled “Fire Protection and Prevention” to authorize mitigation rates for Fire Department services. Fees will be deposited into the General Fund. **25-1457**

**2.** Public hearing and introductory ordinance of the City of Laredo, Texas adopting the proposed annual budget for Fiscal Year 2025-2026, by appropriating the revenues, expenditures and balances reported therein for the year beginning October 1, 2025, and ending September 30, 2026, consistent with the financial plan described in said annual budget (see exhibit “A”), motions approved by city council at public workshop (see exhibit “B”) and holiday schedule for FY2025-2026 (see exhibit “C”) authorizing the city manager to implement said annual budget (as amended) **25-1557**

**(Recess)**
**(Press Availability)**

## XI. INTRODUCTORY ORDINANCES

**3.** An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY2025 Capital Grant Fund to appropriate revenues and expenses in the amount of $5,000,000.00 for the Federal Railroad Administration **25-1446**

(FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant for the Downtown Laredo Rail Corridor Safety Planning Project. The project is a highway-rail grade crossing improvement project to support planning activities for 31 at-grade crossings. The project includes development of construction documents to include installation, repair or improvement of grade separations, railroad crossing signals, gates and related technologies, highway traffic signalization, highway lighting and crossing approach signage, roadway improvements such as medians or other barriers, railroad crossing panels and surfaces and safety engineering improvements to reduce risk. The project includes two grade separations, five crossing closures, nine crossing signal installations and roadway improvements including medians, and fifteen roadway-only improvements. Funding is available in the Capital Grants Fund.

**4.** An Introductory Ordinance of The City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, specifically Section 2-87.7-Policy (C.) (12)(A.) by providing for a two and a half percent (2.5%) Cost of Living Adjustment (COLA); a one and a half percent adjustment (1.5%) to the wage schedule and a tenure achievement adjustment pay for all City of Laredo full-time Employees who have completed one consecutive year of employment with the City of Laredo; except Contract Employees, Interns, Cooperative Education Program Employees (Co-Ops), Elected Officials, Temporary Contract Labor Employees, and Firefighters and Police Officers Governed by the Terms of Collective Bargaining Agreement; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As Amended). **25-1588**

## XII. SECOND READING

**5.** An Ordinance amending Ordinance # 2023-O-200 authorizing the City Manager to grant a non-exclusive franchise to Ramco Waste, LLC DBA Frontera Waste to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date. Franchise fees will be deposited in the General Fund. **25-1562**

## XIII. THIRD AND FINAL READINGS

**6.** Third and Final Reading of Ordinance of the City of Laredo, Texas, granting Medina Electric Cooperative, Inc., its legal representatives, successors, lessees and assigns, as the grantee herein, certain **2025-O-161**

powers, licenses, rights-of-way, privileges and franchise to construct and maintain in the City-of Laredo, Texas, as now or hereafter constituted, an electric power utility system in said city and to use the bridges, other structures, places and public grounds in said city for a period of five years with one, five year renewal period subject to renegotiation by the parties; and prescribing certain rights, duties, terms and conditions herein mentioned and providing for the payment to city a percentage of certain receipts of grantee from its operations therein; and providing for the acceptance of this ordinance by grantee; and containing a saving clause, and providing for publications and an effective date.

## XIV. FINAL READING OF ORDINANCES

**7.** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; all other terms and conditions remain in full force and effect. **2025-O-150**

**8.** An Ordinance authorizing the City Manager to amend the FY2024-2025 City of Laredo Detoxification Center budget by increasing and appropriating revenues and expenditures in the amount of $185,220.00. The Texas Opioid Abatement Fund Council was formed to ensure that money recovered through the statewide opioid settlement agreements is allocated fairly and spent to put an end to the opioid crisis in Texas Opioid Abatement Fund. These funds are available in the Detoxification Center Fund. **2025-O-158**

**9.** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to accept and appropriate revenues in the amount of $1,735.561.00 and expenditures in the amount of $1,822,339.00 annually for Treatment for Adults, with a 5% match, for the Detoxification Department for the term period from September 1, 2025 through August 31, 2030. The total amount of the grant will not exceed $9,111,695.00; this includes the system agency share of $8,677,805.00 and grantee's required match amount of $433,890.00 for the life of the grant. Funds will be accounted for in the Detoxification Department Fund. **2025-O-157**

**10.** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute all necessary documents to effectively convey a 15.457 acre tract to the United States Government for the amount of $488,000.00. Parcel being a 15.457 acre tract (673,298 **2025-O-160**

sq. ft.) parcel of land, more or less, being out of a called 933.542 acres, calculated as 930.219 acres, in Porcion 96 Starr County, Texas conveyed to the City of Laredo, Volume 1473, Page 775. Said parcel of land more particularly described by metes and bounds and depicted in attached Exhibit “A” and made part herein.

**11.** An ordinance amending the City of Laredo Code of Ordinances, Chapter 7, "Buildings & Building Regulations," by amending Article 11, "Registration of General Contractors and Subcontractors," Section 7-20 Administration; Section 7-28, Increase for annual registration fee; a severability clause; a publication clause; and an effective date. **2025-O-156**

**12.** An Ordinance of the City of Laredo, Texas, amending Chapter 6, “Animal and Fowl,” Article I “In General” of the Code of Ordinances Section 6-119 “Registration, vaccination and permit fees” to update Section 6-119 “Registration, vaccination and permit fees” to amend the schedule of fees; and providing for an effective date. **2025-O-148**

**13.** Final Reading of Ordinance amending the City of Laredo Cemetery main fee ordinance, which is located in the Code of Ordinances Chapter 8; Article 23, entitled “Same - Fees Charged” adding two new sections, namely 8-23 (b)(5) and (b)(6) to establish costs and fees for newly available services at the Cemetery which are related to columbaria and/or niche services for storing urns. **2025-O-159**

**14.** An Ordinance of the City of Laredo, Texas, amending Code of Ordinances, Chapter 7, Article 1, Section 7-2 entitled “Same-Amendments” and Chapter 24, Appendix D, Permit Fees, to increase the residential building permit fee and the residential plan review fee; and establish new commercial plan checking fees in accordance with house bill H.B. 852; providing for a new workflow instance plan review fee, providing for a resubmittal plan review fee, providing for an expedited plan review fee, providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date. **2025-O-149**

**15.** 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 Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive. **2025-O-151**

ZC-008-2025
District VII

**16.** An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, **2025-O-153**

Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-055-2025
District II

**17.** An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue. **2025-O-154**

ZC-057-2025
District VIII

**18.** An Ordinance of the City of Laredo, Texas, amending the City of Laredo Land Development Code Section 24.63, entitled “Permitted Land Uses”, to clarify that the Storage of Flammable and Explosive Products are allowed in M-2 zoning district and in M-1 zoning districts with a special use permit, providing that this ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date. **2025-O-155**

**19.** An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development). (As amended) **2025-O-162**

ZC-014-2025
District VII

**20.** An Ordinance of the City of Laredo, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY - 1,910 square feet). **2025-O-163**

ZC-040-2025
District VI

**21.** 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 Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet). **2025-O-164**

ZC-056-2025
District II

## XV. 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.

### AIRPORT: GILBERTO SANCHEZ, DIRECTOR

**22.** Consideration to approve a contract with Kova, Corp, utilizing General Services Administration (GSA) Purchase Contract #GS-35F-011BA in an annual amount of Twenty Two Thousand Three Hundred Ninety Two Dollars and Eighty Four Cents ($22,392.84) for a total contract amount of One Hundred Eleven Thousand Nine Hundred Sixty-Four Dollars and Twenty Cents ($111,964.20) over a five year Term Contract for the purpose of extending warranty coverage for the KOVA Emergency Alert Notification System (KEANS). Funding is available in the Laredo International Airport Fund. **25-1436**

### COMMUNITY DEVELOPMENT: TINA RODRIGUEZ, DIRECTOR

**23.** Authorizing the City Manager to enter into contract and award 2024 HOME Investment Partnerships Program (HOME), Community Housing Development Organization (CHDO) set-aside funds in the amount of $150,000.00.
1. $150,000.00 to Habitat for Humanity of Laredo, for the construction of two single- family homes.
Funding is available in the Home Investment Partnership Fund. **25-1482**

### ECONOMIC DEVELOPMENT: MIRIAM CASTILLO, DIRECTOR

**24.** A Resolution of the City Council of the City of Laredo, Texas amending Resolution 2024-R-200, which authorized the City Manager to approve, enter into a Memorandum of Agreement (MOA), and to execute all relevant documents between the City of Laredo, Texas and Laredo College to provide a Workforce Development and Skills Certificate Program in the areas of hospitality, HVAC, and pharmacy technician; by amending such section to include phlebotomy as part of “Exhibit A” and scope of services; and providing an effective date. **2025-R-203**

**25.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to negotiate, amend, and execute the existing Chapter 380 Economic Development Agreement with Killam Development, Ltd., as originally approved in City Council Resolution 2025-R-149, to add the description of newly identified properties, remove a designated property, and provide for the waiver of development and vacant building fees as an additional **2025-R-218**

incentive in support of the project; and establishing an effective date.

**FIRE: GUILLERMO HEARD, FIRE CHIEF**

**26.** Consideration to approve the purchase of one Mini Pumper/Quick Attack, from US Fire Pump Company, LLC, Albany, LA, in the amount of $360,000.00, utilizing the H-GAC Cooperative Contract #FS12-23. Funding is available in the 2024 Certificate of Obligation Bond. **25-1452**

**PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR**

**27.** Consideration to authorize the City Manager to approve a telepsychiatry consultation services agreement with US Televero Health PA located at 6101 W. Courtyard Drive, Suite 2-225, Austin, Texas 78730 for the City of Laredo Public Health Department - Primary Care Services Program in the total amount not to exceed $80,000.00 for the term October 01, 2025 through September 31, 2026. Funding is available in the Public Health Department Fund - General Fund. **25-1456**

**28.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify and enter into a continuation contract from the Texas Health and Human Services Commission (HHS) for the Texas Home Visiting (THV) Project Grant in the total amount not to exceed $1,700,000.00, with no match for the City of Laredo Public Health Department for a two-year term period from September 01, 2025 through August 31, 2027. Funds will be accounted for in the Laredo Public Health Department Fund – Texas Home Visiting (THV) Project Grant. **2025-R-206**

**HUMAN RESOURCES: LINDA TENIENTE, DIRECTOR**

**29.** Consideration to reject the two bids received for FY25-042 Physician Services and authorize to rebid for Physician Services as the bids received did not meet the Request for Qualification minimum criteria. **25-1472**

**30.** A Resolution of the City of Laredo, Texas, to adopt a Compressed Workweek policy for eligible City employees, establishing guidelines for implementation, and authorizing the City Manager and Human Resources Department to oversee compliance and review. **2025-R-205**

**31.** A Resolution of the City of Laredo, Texas, establishing a Voluntary Retirement Incentive Program (VRIP) Policy to facilitate strategic workforce transitions, optimize organizational efficiency, and authorizing the City Manager to implement, administer, and monitor any future programs for the benefit of the City and its employees **2025-R-207**

through the Human Resources Department.

**32.** Consideration to award contract FY25-067 to VitalMed Urgent Care, Laredo, TX to provide afterhours physician/medical services to City employees, employee's dependents and City of Laredo Retirees enrolled in the City Employee Health Plan Basic Medical Services in the estimated amount of $80,000.00 per year for a total contract value of $400,000.00. The term of this contract shall be for a period of two years beginning the start of the next upcoming fiscal year (October 1, 2025). This contract may be extended for three additional one year period each upon mutual agreement of the parties. Funding is available in the Human Resources, Employee Wellness Division fund. **25-1478**

**33.** An Ordinance of the City of Laredo, Texas amending Chapter 2, Article III, Division 3 (Leave Policy), of the City of Laredo Code of Ordinances, specifically Section 2-58. Holidays (a.) providing a total of three (3) personal holidays for fiscal year 2025-2026 (b.) to include earned wellness incentive days; and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date of October 1, 2025 (as amended). **25-1589**

**POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE**

**34.** Consideration to authorize the purchase of one marked police unit for the Auto Theft Task Force. This unit will be equipped with emergency lights, equipment, and graphics from Sames Motor Company, Laredo, TX, in the amount not to exceed $93,655.00. Purchase will be funded by the SB224 Catalytic Converter Grant utilizing the TIPS USA contract number 240901. Funding is available in the Auto Theft Task Force Fund. **25-1434**

**35.** Consideration to authorize the purchase of a Sprinter 3500 van from the Armored Group, LLC, in the amount of $275,000.00 using GSA contract pricing via contract #GS-07F-9375S. This specialty vehicle will be used for enforcement operations by the Laredo Police Department Crisis Negotiation Team (CNT). Funding is available in the Police Trust Fund. **25-1487**

**END OF CONSENT AGENDA**

## XVI. STAFF REPORTS

**36.** Discussion with possible action to accept and approve reports/reviews presented by Internal Audit. **25-1468**

**37.** Presentation on the FY25-26 proposed budget from Animal Care Services. **25-1578**

## XVII. 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.

**38.** Discussion with possible action to (1) review and approve the evaluation mechanism to be used for the City Manager's annual evaluation; and (2) discuss and, as appropriate, confirm goals, priorities, and performance measures for the City Manager for his next evaluation cycle of February 2026. **25-1577**

**39.** Request for Executive Session pursuant to Section 551.071(1)(A), to consult with City Attorney concerning Karina Elizondo & Enedina Martinez v. City of Laredo (5:25-cv-00050), pending litigation, and any other matter incident thereto. **25-1661**

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

**40.** Authorizing the City Manager to accept and execute grant number TX-2025-107 in the amount of $1,153,412.00 from the Federal Transit Administration (FTA) for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. Funding is available in the Transit System Capital Grants. **2025-RT-37**

Breakdown of the grant amount is as follows:
- FY2023 FTA share $255,948.00 Local Match $63,987.00 - 80/20 for software and equipment purchases.
- FY2024 FTA share $258,831.00 Local Match $45,676.00 - 85/15 for Replacement of vans purchases.
- FY2025 FTA share $264,485.00 Local Match $264,485.00 - 50/50 for Operating Assistance.

## XIX. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND CONVENE AS THE LAREDO PUBLIC FACILITY CORPORATION

## XX. ADJOURN AS THE LAREDO PUBLIC FACILITY CORPORATION AND RECONVENE AS THE LAREDO CITY COUNCIL

## XXI. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

**Request by Mayor Dr. Victor D. Treviño**

**41.** Discussion with possible action on bridge usage policies and status of international bridge expansion projects, and any matters related thereto. **25-C-140**

**42.** Discussion with possible action on safety measures and risks **25-C-141**

associated with large water and sewer piping that can be accessed by the public and any matters related thereto.

**43.** Discussion with possible action to request and support federal funding for I-69 and any matters related thereto. **25-C-147**

**Sponsors:** Mayor Pro Tempore Vanessa Perez

**Request by Council Member Dr. David Tyler King**

**44.** Discussion with possible action authorizing the City Manager to enter into an agreement with the Boys and Girls Club, to possibly increase funding, increase after school programming, and any other matter incident thereto. **25-C-137**

**Sponsors:** Cm. Ruben Gutierrez Jr. and Cm. Alyssa Cigarroa

**45.** Discussion with possible action to cancel the City's current version of the vacant building ordinance (ORDINANCE No. 2021-0-152), adopted in 2021, and initiate the development of a new ordinance with public input from the Downtown Business Improvement District (BID), the Downtown Tax Increment Reinvestment Zone (TIRZ) #1, the Economic Development Advisory Committee (EDAC), and other relevant stakeholders. **25-C-138**

Adoption of any new Vacant Building Ordinance shall be contingent upon the simultaneous creation and approval of a corresponding incentive policy to support revitalization efforts, and any other matters incident thereto.

**Sponsors:** Cm. Melissa R. Cigarroa and Cm. Ricardo "Rick" Garza

**46.** Discussion with possible action to pursue a request for proposal (RFP) for artwork to be done on the City's water tower at McPherson & International Blvd., and also refer to the Fine Arts and Culture Commission for guidance and approval, and any other matters incident thereto. **25-C-139**

**Request by Mayor Pro Tempore Vanessa J. Perez**

**47.** Discussion with possible action on the inquiry response from Midwest Sterilization regarding their plans to reduce ethylene oxide emissions and warehouse location sites for their sterilized products, and any other matters incident thereto. **25-C-142**

**Sponsors:** Mayor Dr. Victor D. Trevino

**48.** Discussion with possible action on restructuring the city towards a cashless policy across all departments and services, with discussion on centralization opportunities within the organization, and any other matters incident thereto. **25-C-144**

**Sponsors:** Mayor Dr. Victor D. Trevino

**49.** Discussion with possible action on the status and timeline for the Unitec Elevated Storage Tank project, and any other matters incident thereto. **25-C-146**

**Sponsors:** Mayor Dr. Victor D. Trevino

**Request by Council Member Alyssa Cigarroa**

**50.** Discussion with possible action to remove Scott Street and Jefferson Street from the existing truck route listings in Laredo, and to initiate a pilot program to promote Anna Street as an alternative route for truck drivers, and any other matters incident thereto. **25-C-143**

## XXII. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, August 27, 2025 at 5:30 p.m.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Recognition 1.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Communications 1.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Appointment 1.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Appointment 2.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Appointment 3.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Resolution 1.**

**SUBJECT**
Public Hearing and adoption of the Future Thoroughfare Plan as Appendix “D” of the City of Laredo’s Comprehensive Plan.

The Planning and Zoning Commission recommended adoption of the Future Thoroughfare Plan with the changes identified as Exhibits A thru H.

Staff recommends the adoption of the Future Thoroughfare Plan with the changes identified as Exhibits A thru H.

**VIVA LAREDO PLAN ALIGNMENT**
**Alignment Rating:** Strong

**Supporting goal(s)/policy(ies):**

Policy 4.1.4 - Update and Coordinate Long-Range Transportation Plans
Policy 4.2.1 - A Connected Street Network
Policy 6.1.1 - Plan for Future Growth

**Summary of alignment:**
The agenda item demonstrates a strong alignment with the Viva Laredo Comprehensive Plan. By adopting an updated Future Thoroughfare Plan as Appendix D, the resolution satisfies the plan’s requirement for regular updates (Policy 4.1.4), supports an integrated and connected mobility network (Policy 4.2.1), and prepares infrastructure to accommodate long-term growth (Policy 6.1.1). The plan revisions-identified in Exhibits A through H-include new arterials, realignments, and the designation of industrial collectors and multiway boulevards. These changes promote broader planning themes such as sustainable growth, regional coordination, enhanced mobility, infrastructure readiness, and fiscal stewardship.

**PREVIOUS COUNCIL ACTION**
The Future Thoroughfare Pan is reviewed periodically and revised as deemed necessary. The Future Thoroughfare Plan was last updated in September 2024 (Resolution 2024-R-302) as an amendment to Appendix D of the City of Laredo Comprehensive Plan of the City of Laredo. The Thoroughfare Plan was updated to ensure that the future mobility network would contain a reasonably dense network of continuous routes. The Future Thoroughfare Plan identifies arterials and collectors using a functional classification system based on the intended network function.

Viva Laredo - City of Laredo Comprehensive Plan:

https://www.cityoflaredo.com/departments/planning-and-zoning/plans
Future Thoroughfare Plan (Adopted 2024):
https://www.cityoflaredo.com/departments/planning-and-zoning/plans

**BACKGROUND**
The updated Future Thoroughfare Plan took into consideration existing plans, including plans and projects by TX-DOT, Webb County - City of Laredo Regional Mobility Authority, and the City of Laredo. Existing Master Plans were also reviewed in the update of the routes included in the Thoroughfare Plan. The existing Matrix of Updated Functional Classification Characteristics and Design Criteria was not changed and will continue to be applicable. The Future Thoroughfare Plan was updated to reflect existing plans and new developments while attempting to make it more practical and in-line with projected development trends.

**COMMITTEE RECOMMENDATION**
On August 7, 2025, the Planning and Zoning Commission voted to send a positive recommendation to the City Council for the adoption of the updated Future Thoroughfare Plan.

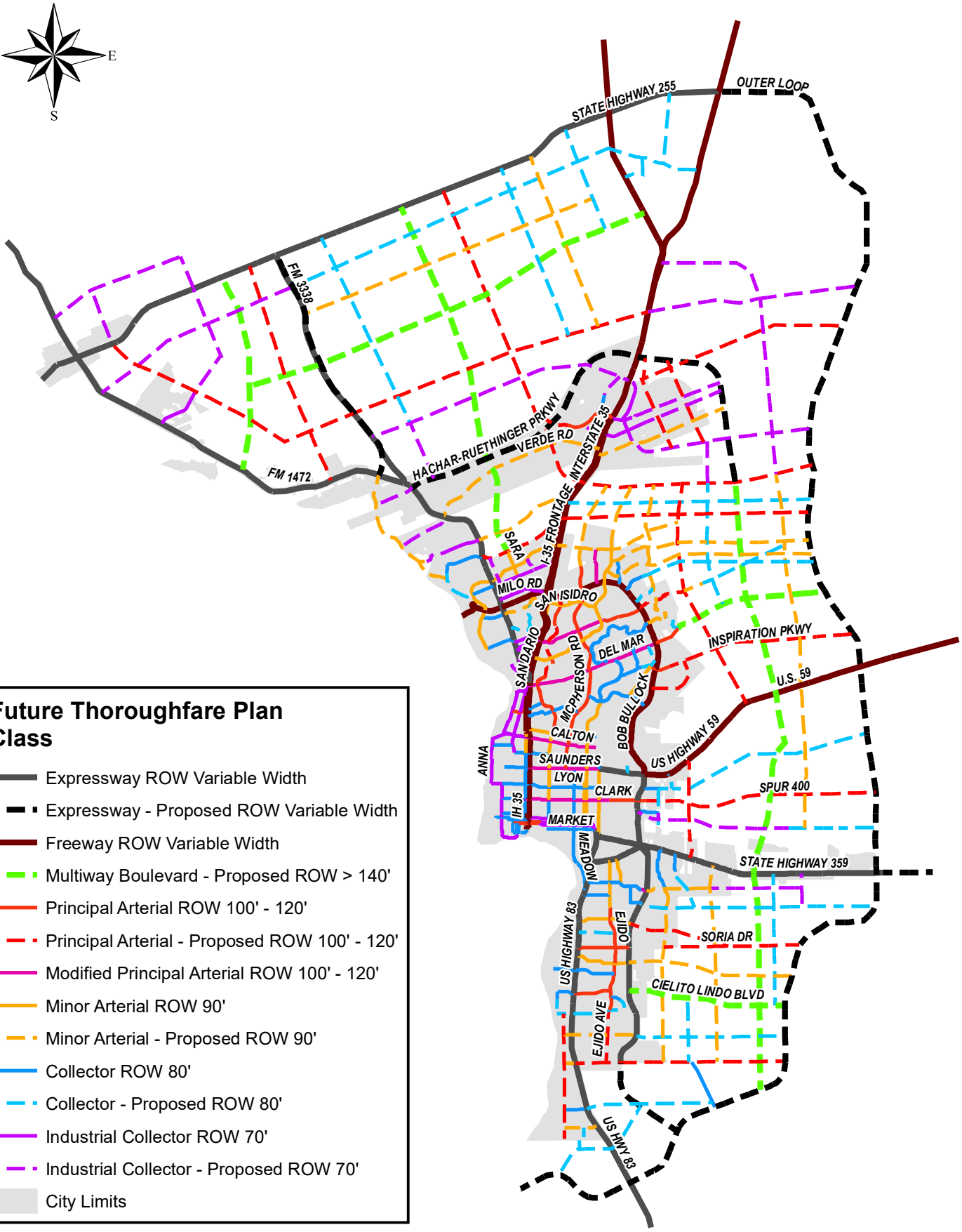
**STAFF RECOMMENDATION**
Staff recommends approval.

**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.

# FUTURE THOROUGHFARE PLAN - PROPOSED CHANGES




## Future Thoroughfare Plan Class

- Expressway ROW Variable Width
- Expressway - Proposed ROW Variable Width
- Freeway ROW Variable Width
- Multiway Boulevard - Proposed ROW > 140'
- Principal Arterial ROW 100' - 120'
- Principal Arterial - Proposed ROW 100' - 120'
- Modified Principal Arterial ROW 100' - 120'
- Minor Arterial ROW 90'
- Minor Arterial - Proposed ROW 90'
- Collector ROW 80'
- Collector - Proposed ROW 80'
- Industrial Collector ROW 70'
- Industrial Collector - Proposed ROW 70'
- City Limits

0 3 6 12 Miles

Date: 7/29/2025


*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*



DISCLAIMER
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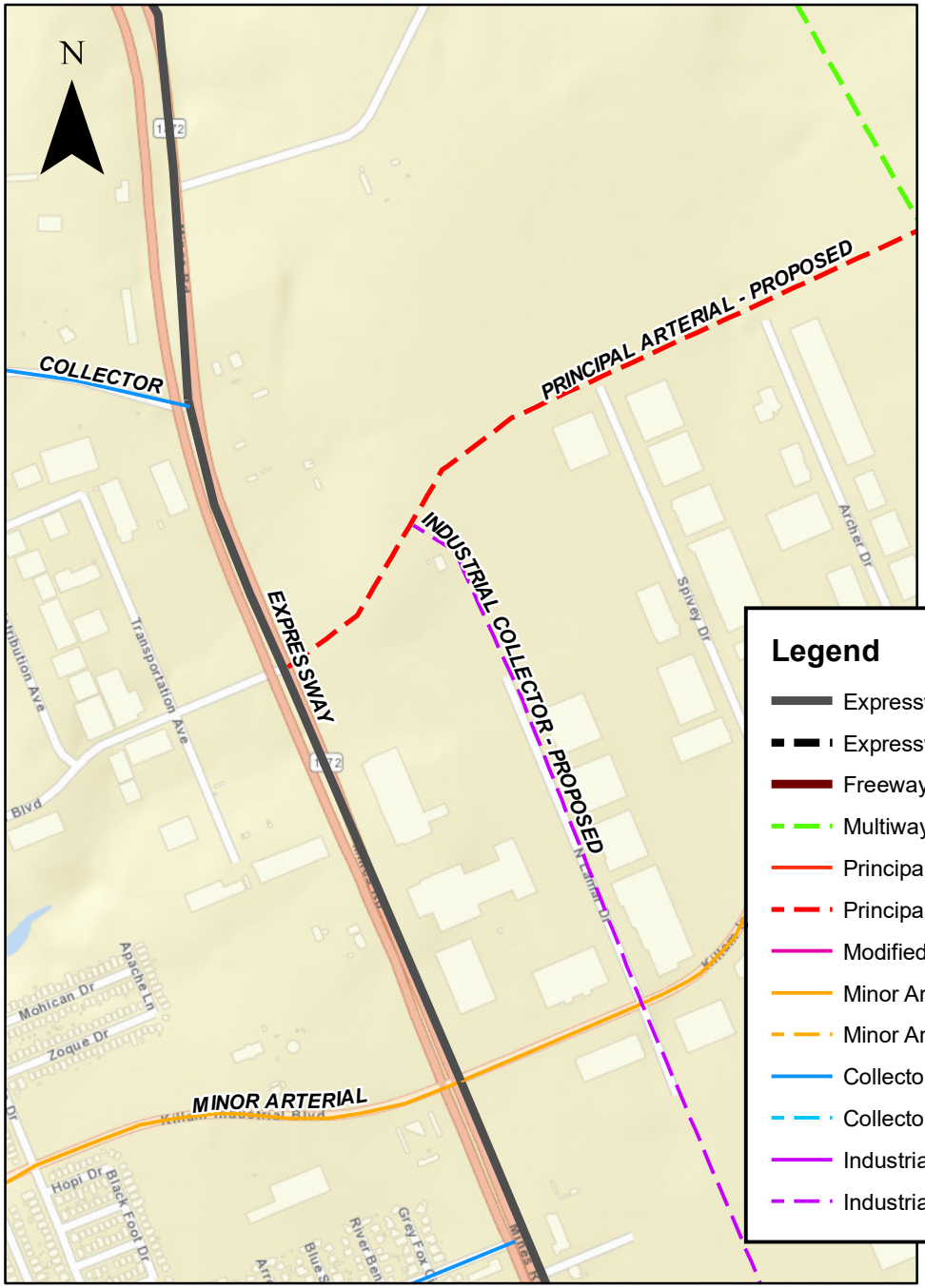
## EXISTING THOROUGHFARE PLAN

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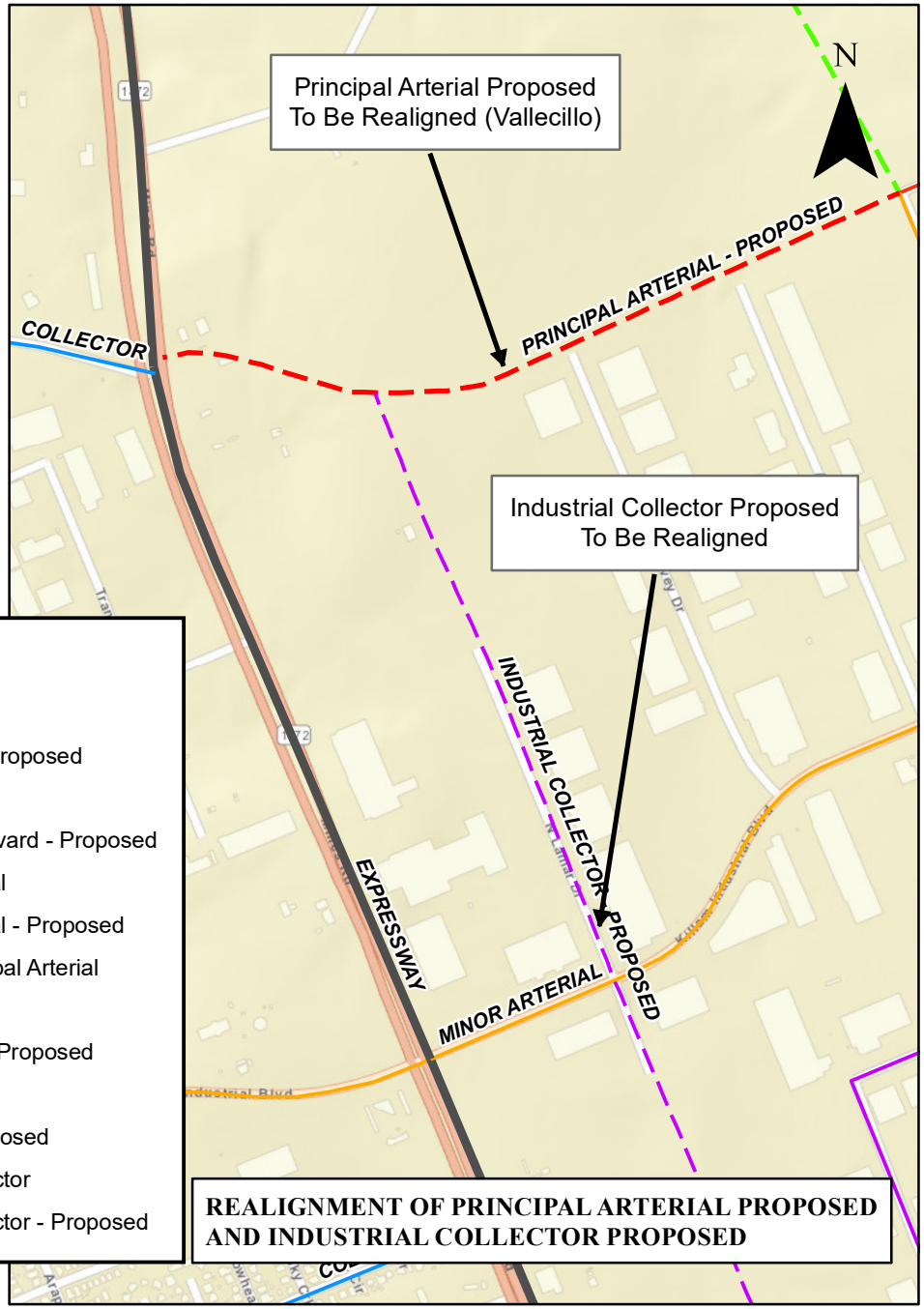



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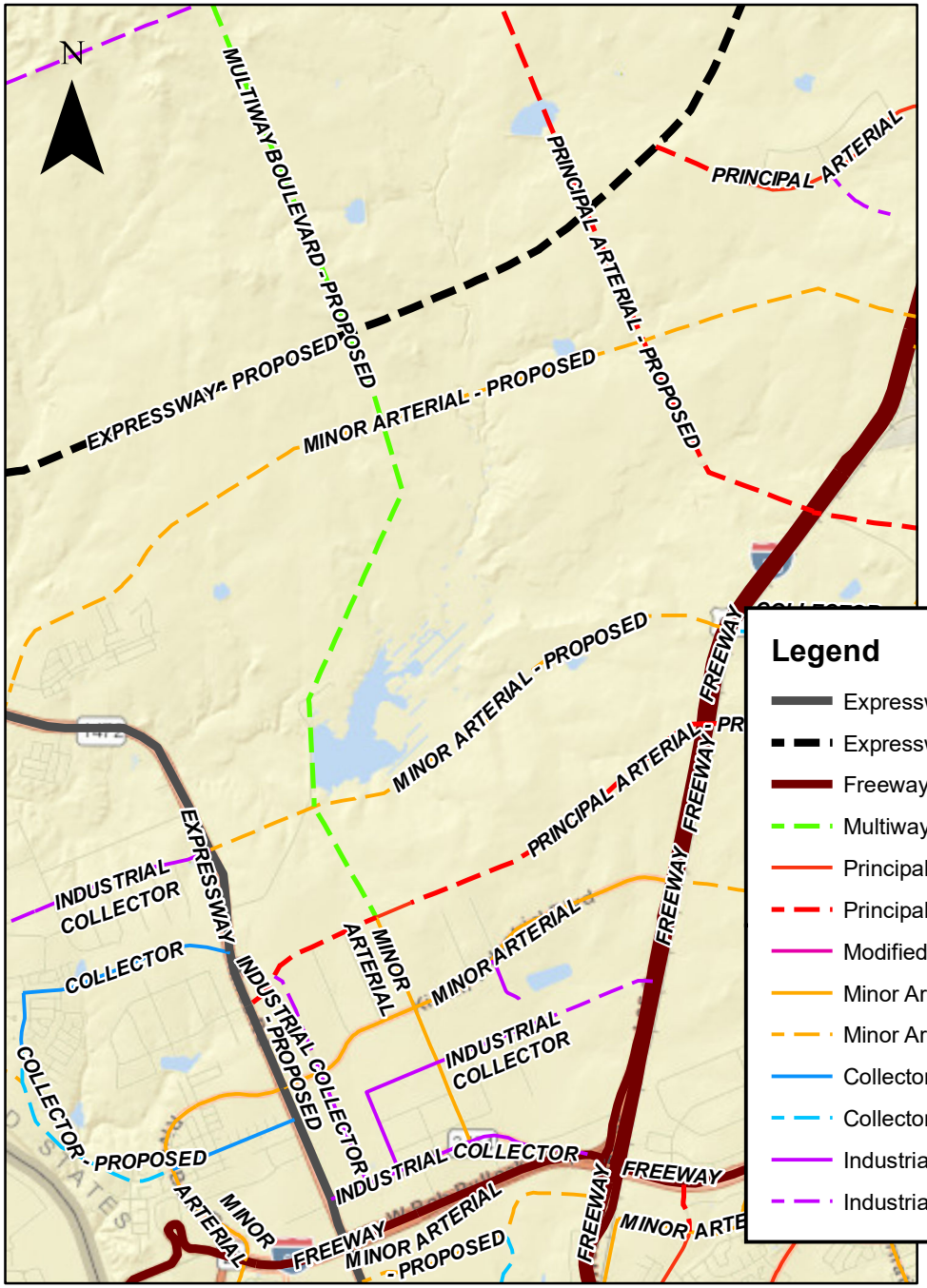


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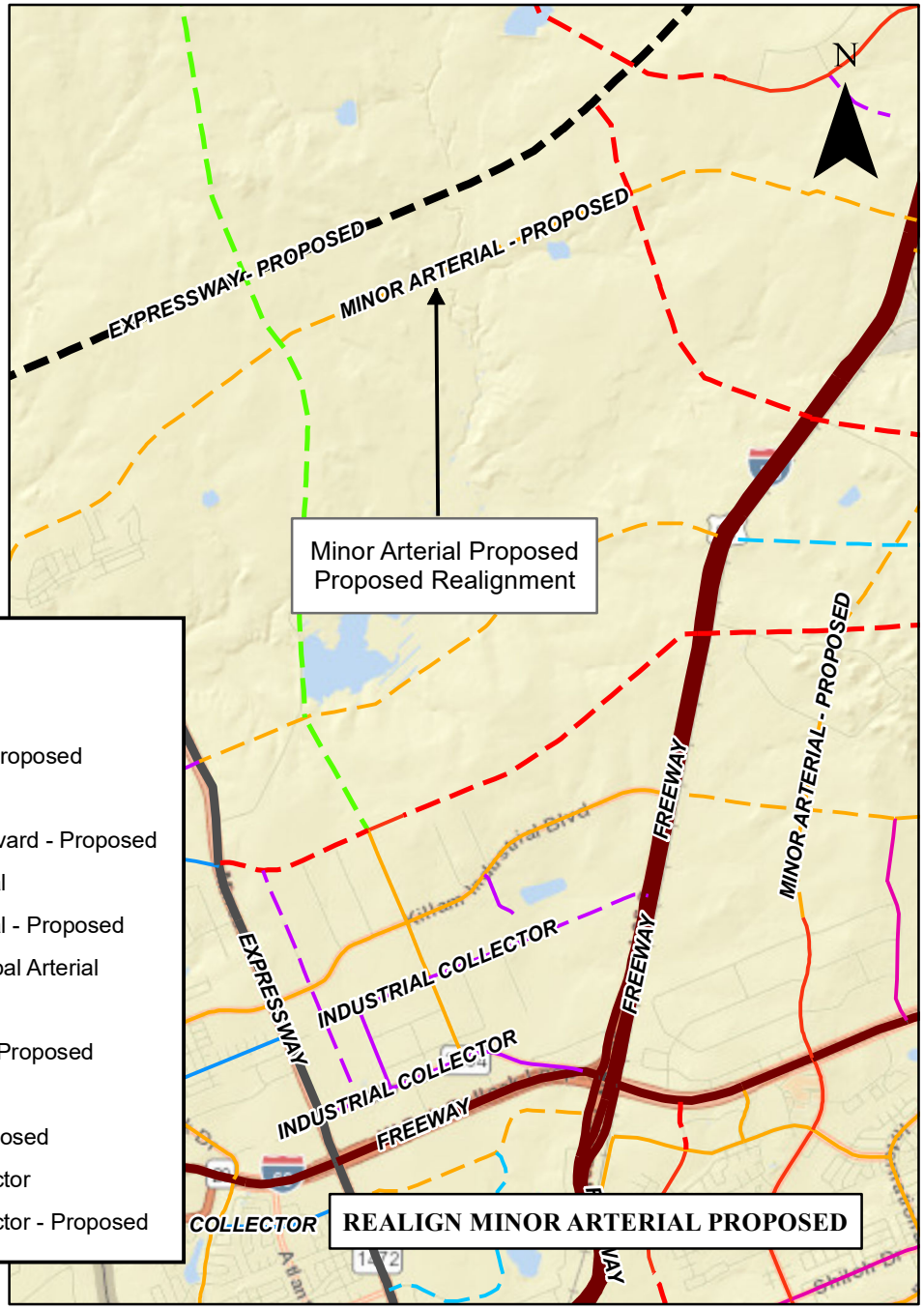


**Legend**

- Expressway
- Expressway - Proposed
- Freeway
- Multiway Boulevard - Proposed
- Principal Arterial
- Principal Arterial - Proposed
- Modified Principal Arterial
- Minor Arterial
- Minor Arterial - Proposed
- Collector
- Collector - Proposed
- Industrial Collector
- Industrial Collector - Proposed


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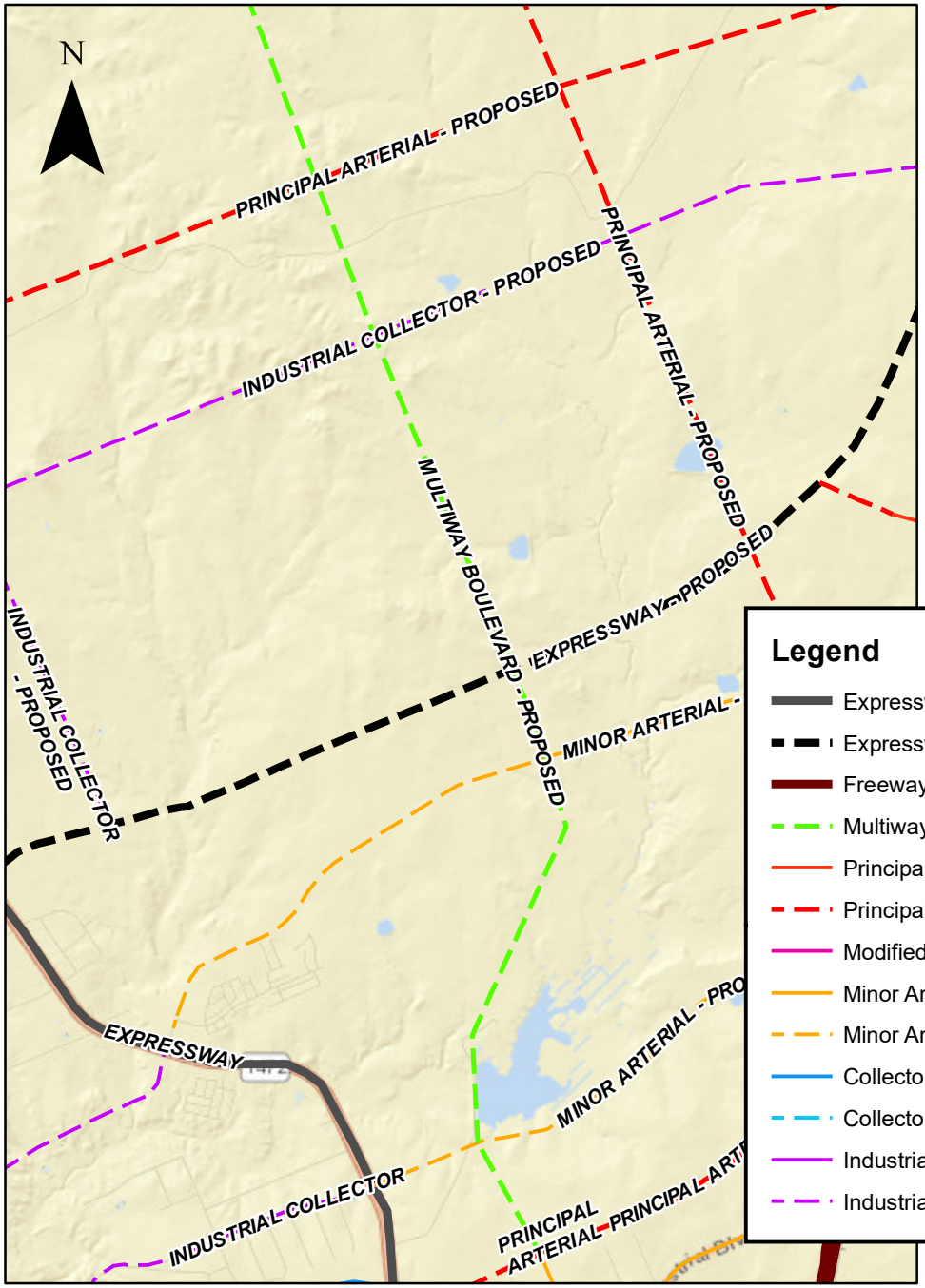


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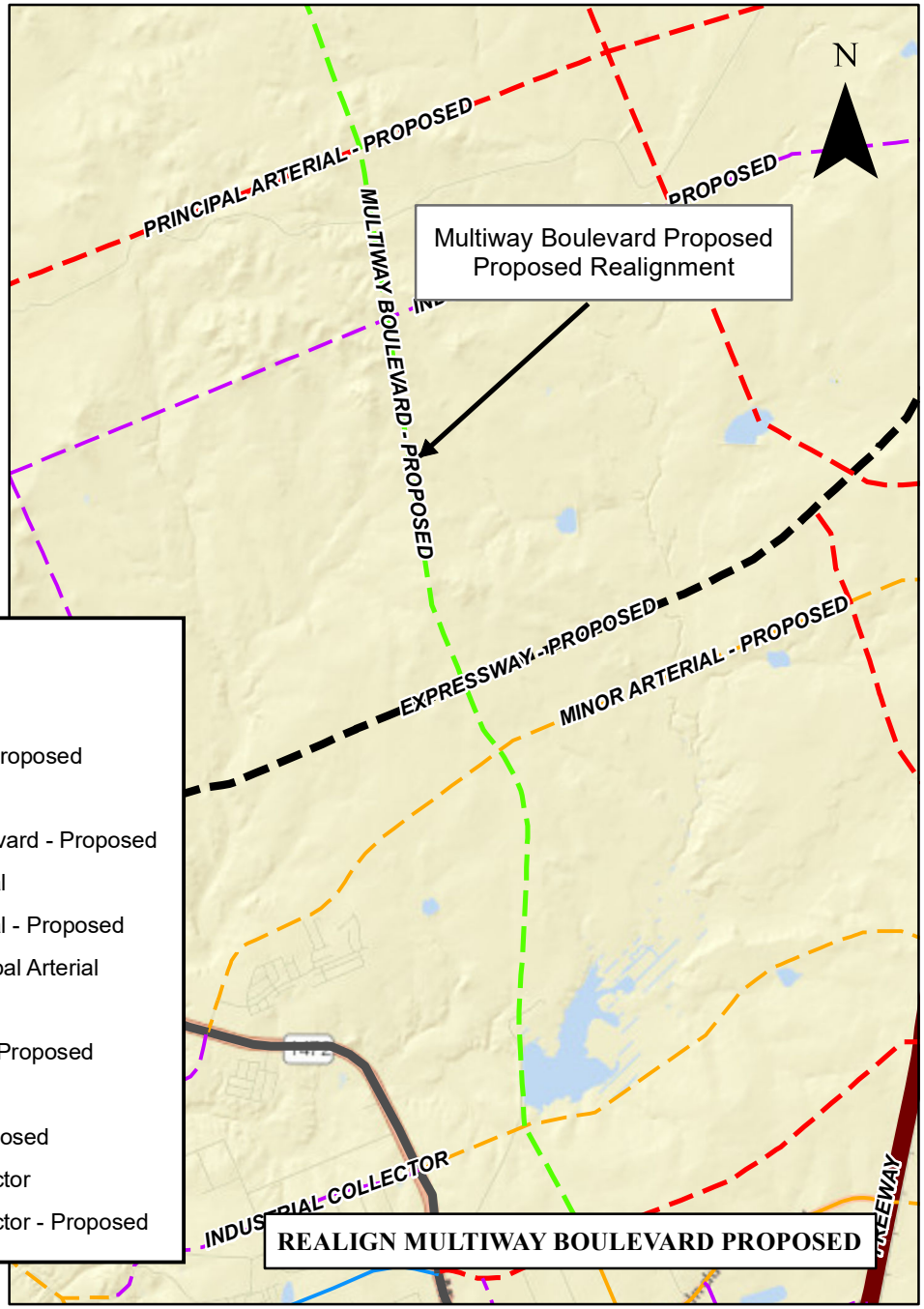



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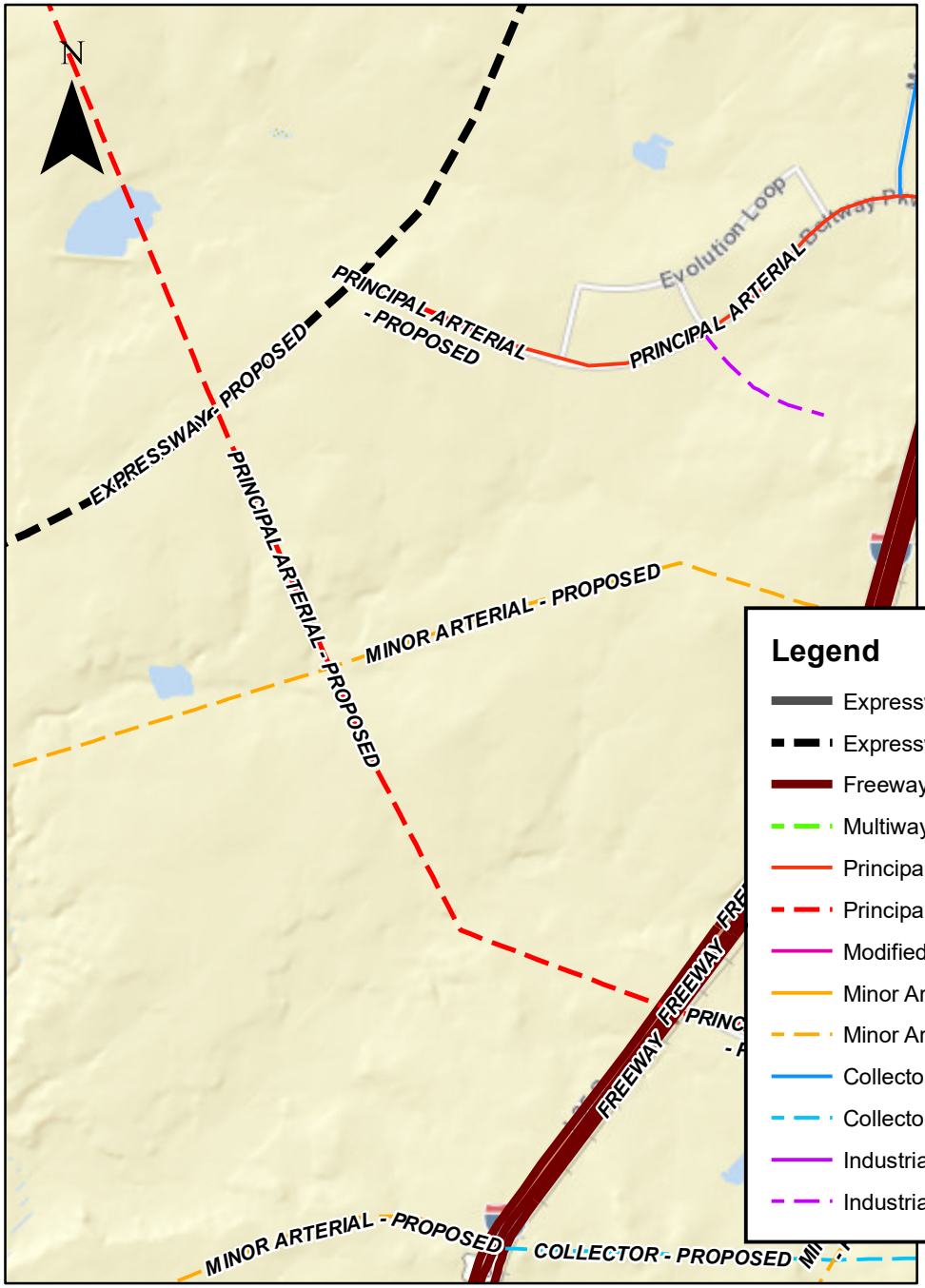


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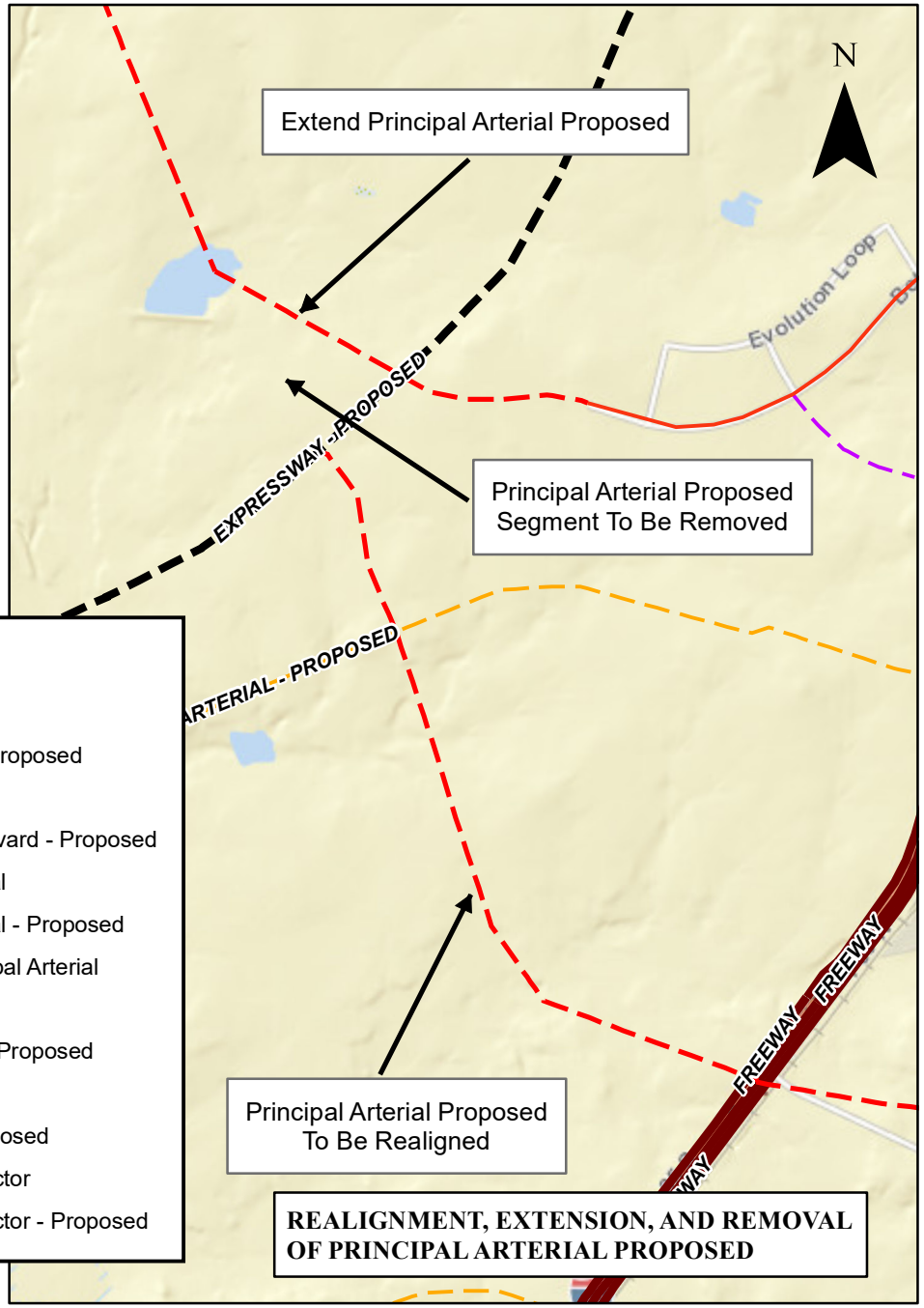



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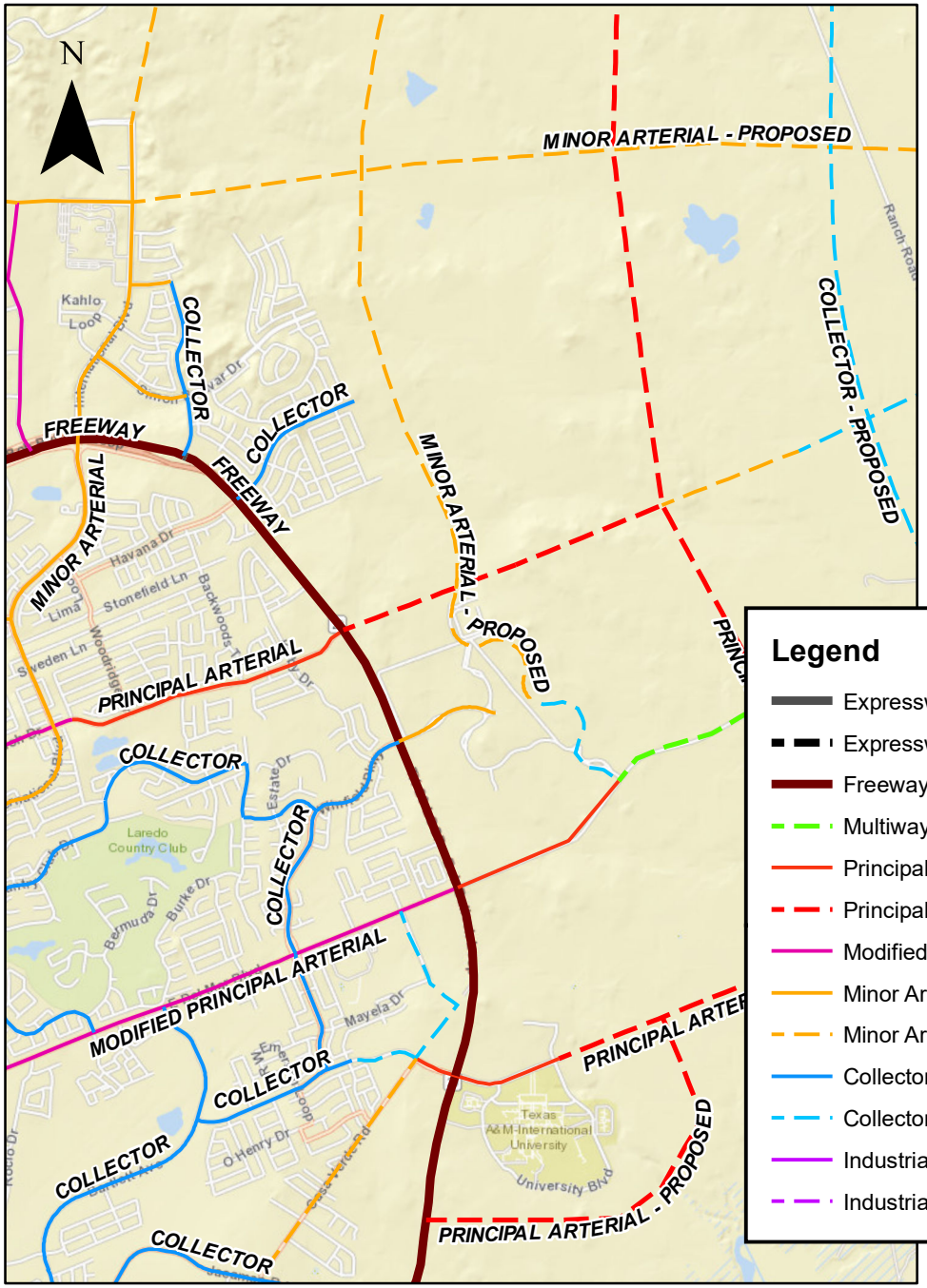


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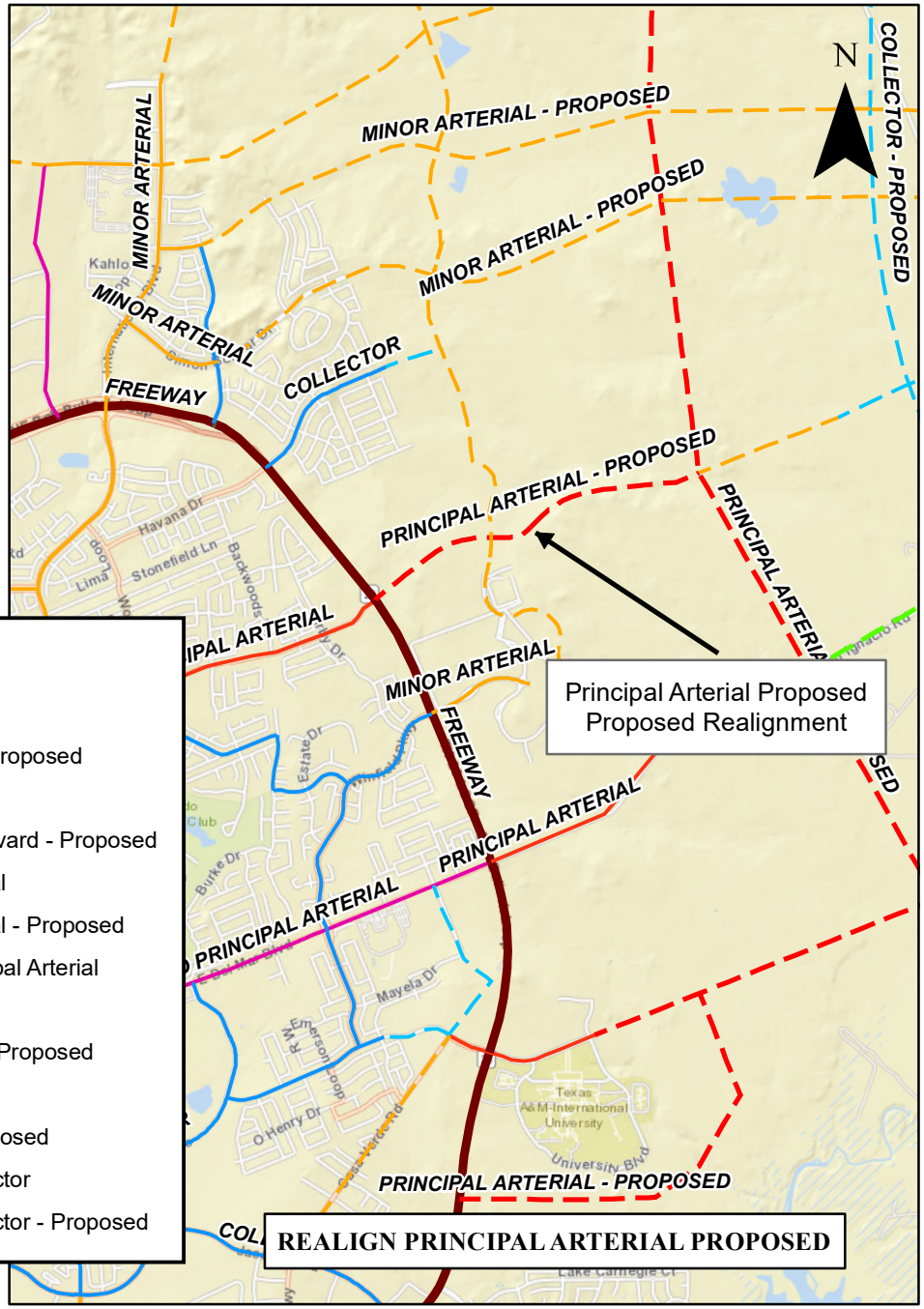


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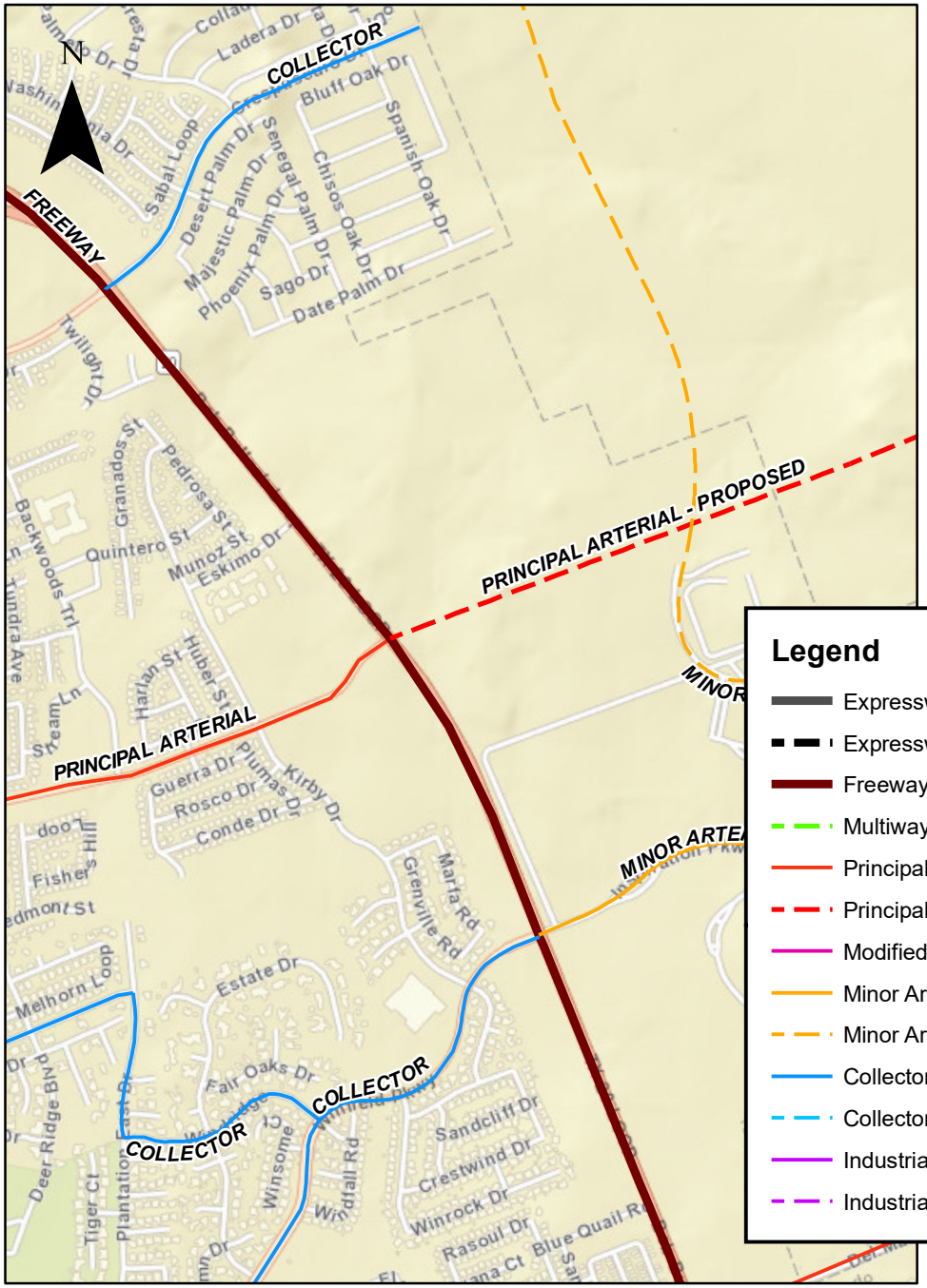


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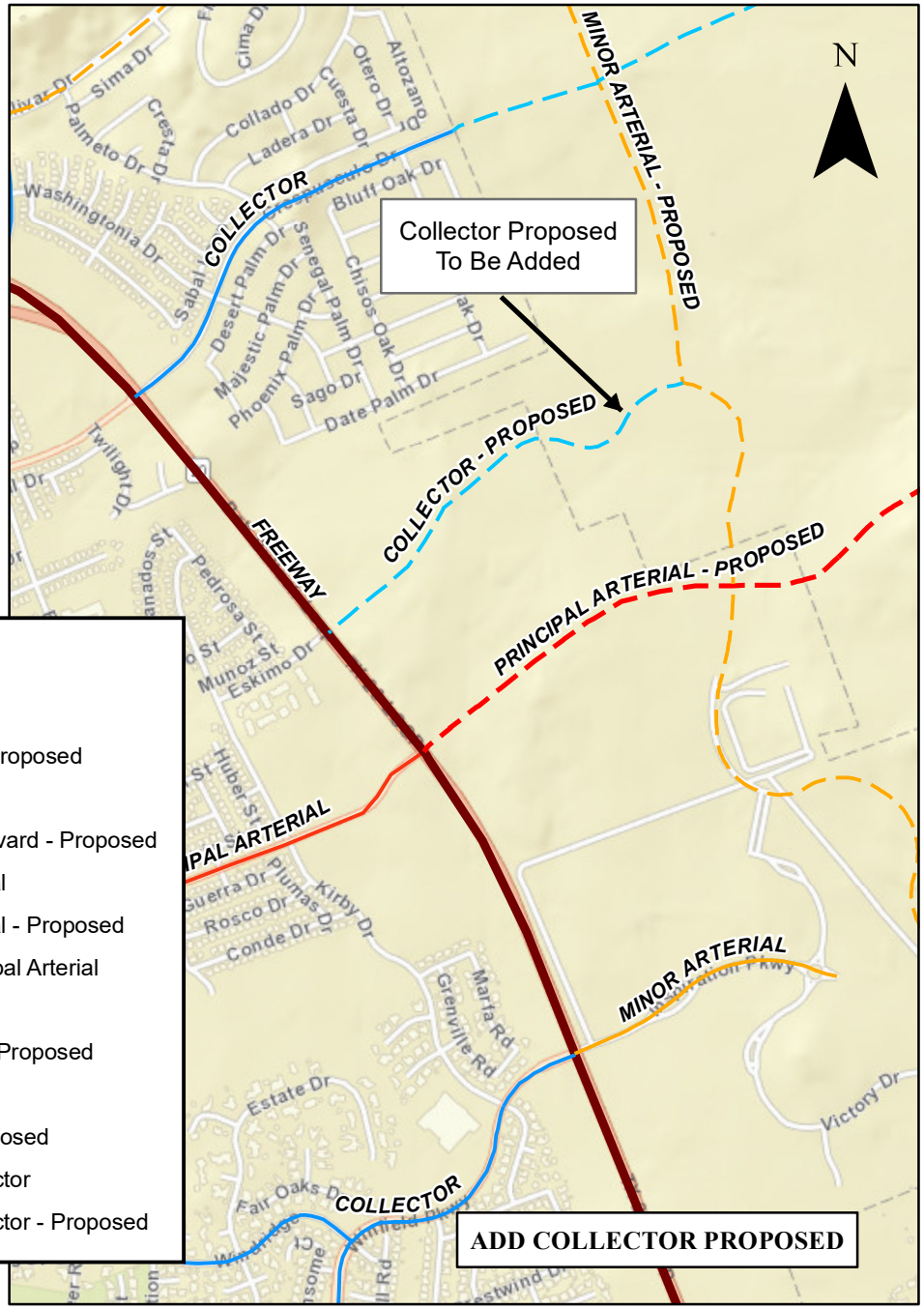



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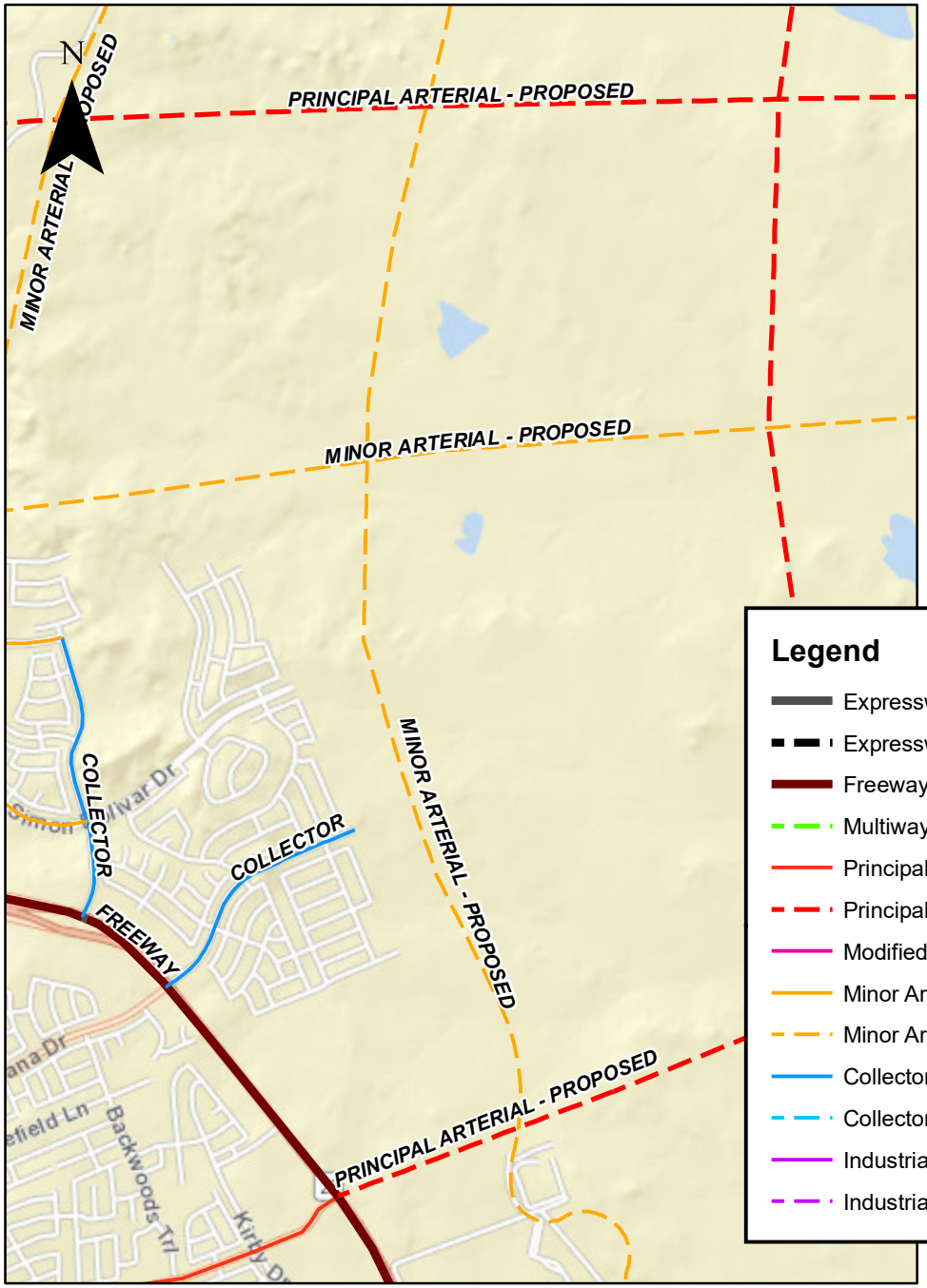


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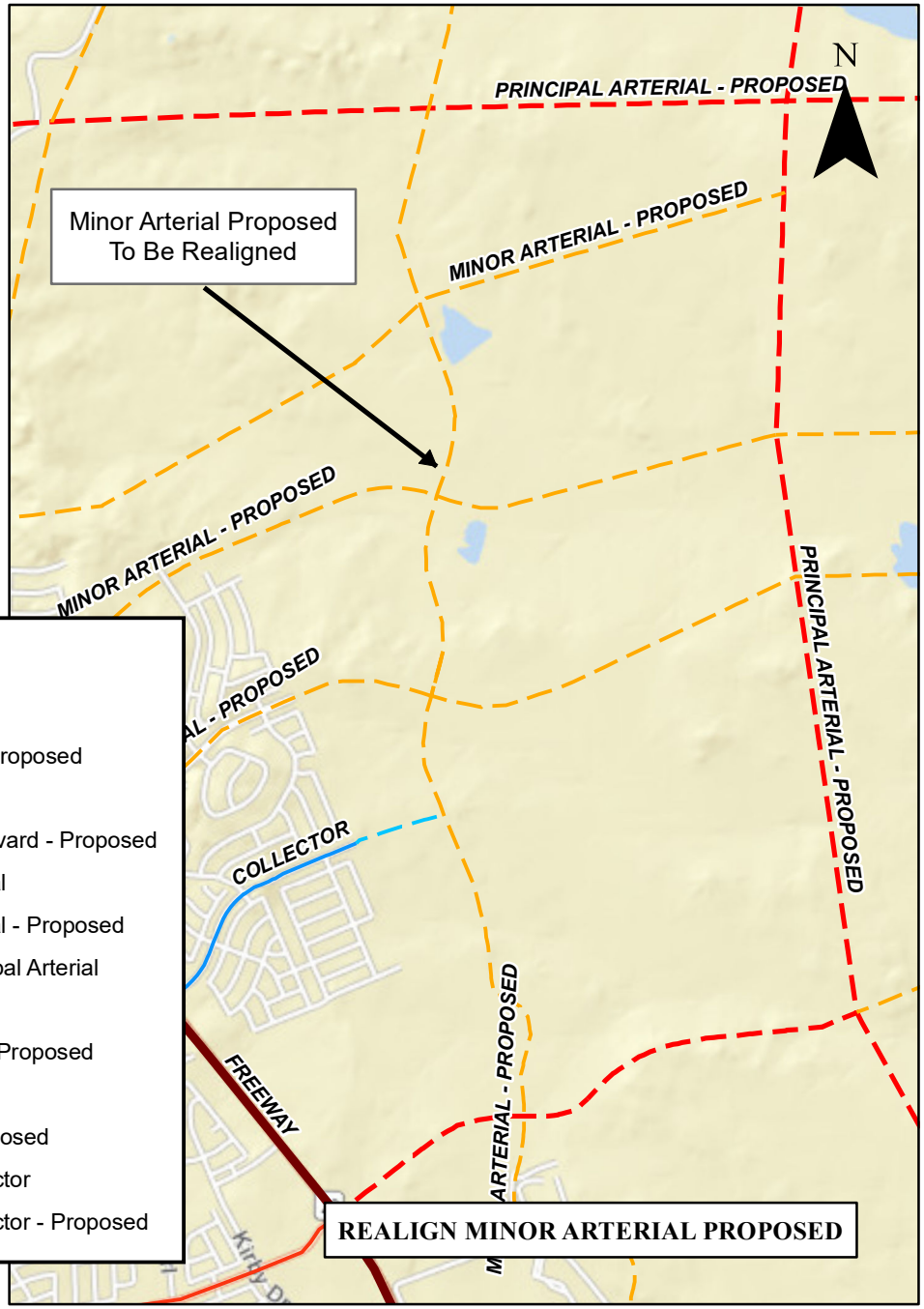



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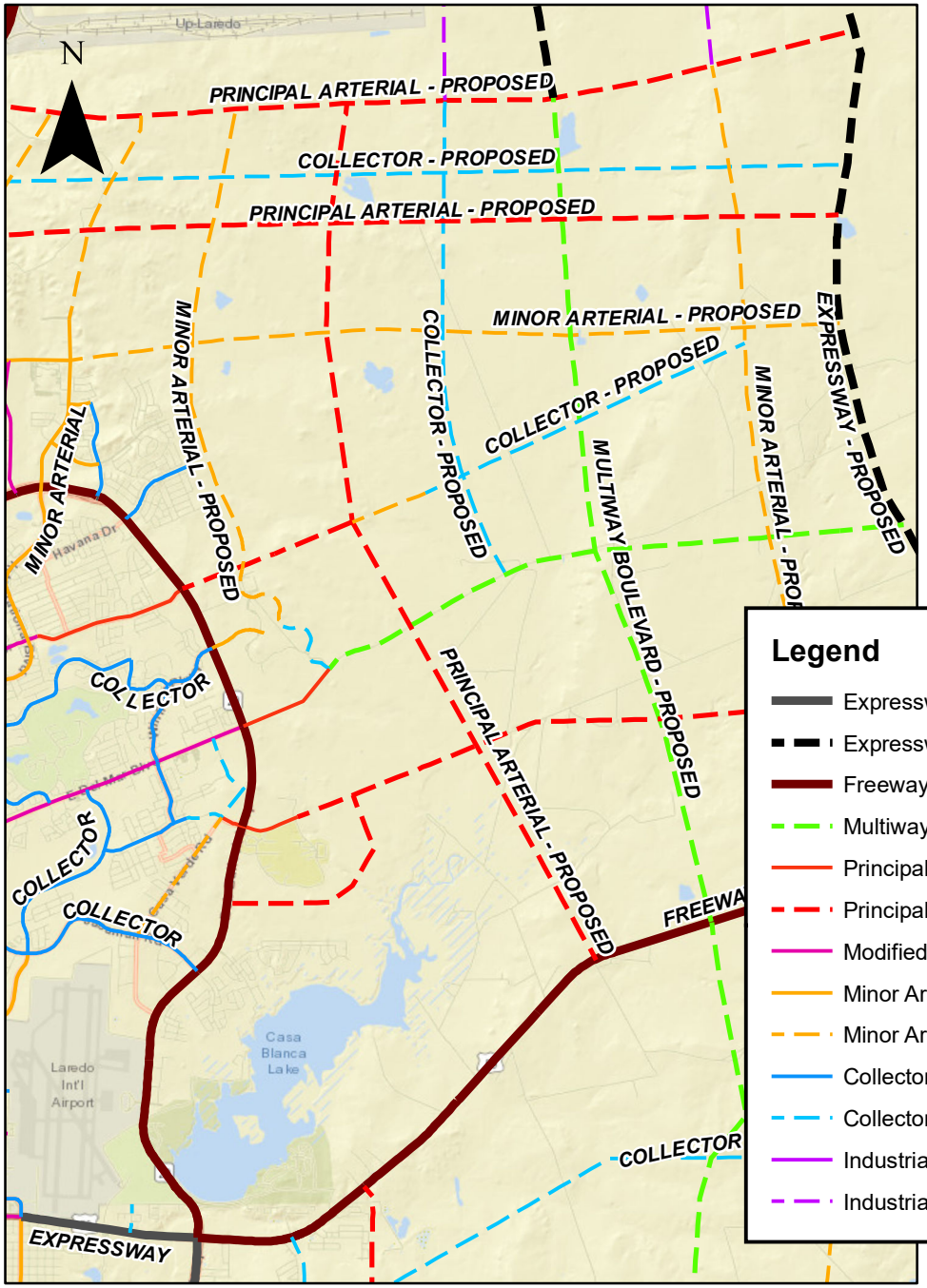


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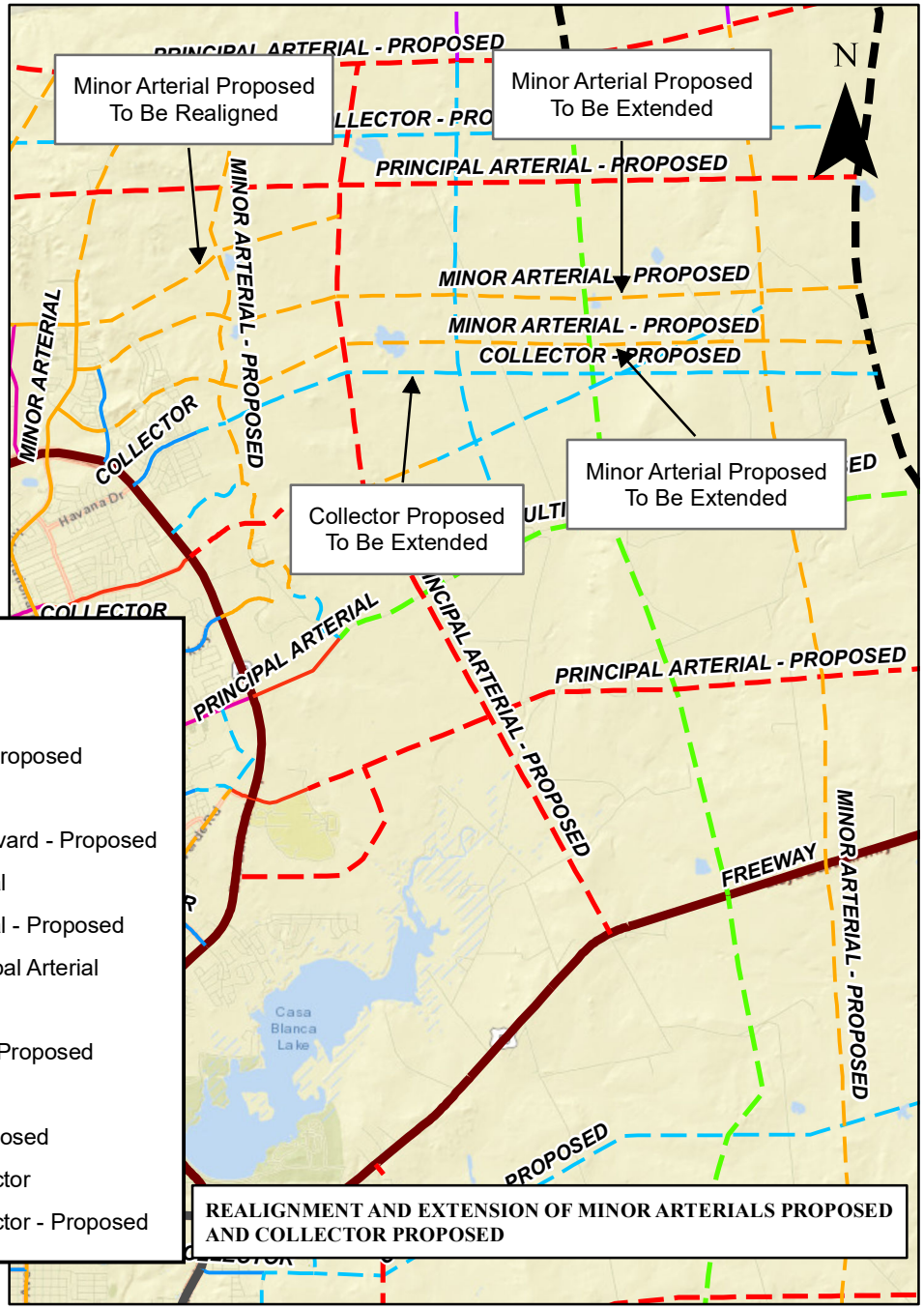



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**RESOLUTION 2025-R-XXX**

**ADOPTING THE FUTURE THOROUGHFARE PLAN AS APPENDIX "D" OF THE COMPREHENSIVE PLAN.**

**WHEREAS**, the City Charter provides that the Council shall adopt, and shall review or modify each year before the adoption of the budget, a comprehensive plan to govern the future physical development of the City; and

**WHEREAS,** the Planning & Zoning Commission, after discussion on August 7, 2025, has recommended the City Council of the City of Laredo pass this resolution adopting the Future Thoroughfare Plan with the changes identified as Exhibit A thru H; and

**WHEREAS**, on September 2, 2025, the City Council received the Planning and Zoning Commission's recommendation and held a public hearing on the proposed comprehensive plan; and

**WHEREAS**, on September 2, 2025, the City Council voted to adopt the Future Thoroughfare Plan with the changes identified as Exhibits A thru H.

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

**Section 1:** The Future Thoroughfare Plan is hereby adopted as Appendix "D" of the Comprehensive Plan.

**Section 2:** The amended comprehensive plan shall serve as a guide to all future Council action concerning land use and development regulations, urban renewal programs and expenditures for capital improvements.

**Section 3:** This resolution shall become effective as and from the date of final passage.

**Section 4:** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THE**

**_____DAY OF _____2025.**

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

**2025-R-204**

**Subject:** Adoption of the Updated Future Thoroughfare Plan as Appendix D of the Comprehensive Plan

---

## 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)

**Policy 4.1.4 – Update and Coordinate Long-Range Transportation Plans**

"The City shall regularly update the Thoroughfare Plan and coordinate it with regional transportation planning to ensure that street, transit, and bicycle networks are safe, connected, and reflect growth trends."
(*Viva Laredo City of Laredo Comprehensive Plan*, p. 179)

**Relevance:**
The agenda item fulfills this policy verbatim by updating the Future Thoroughfare Plan to reflect current growth patterns and regional coordination with TxDOT, the Webb County-City of Laredo RMA, and others.

---

**Policy 4.2.1 – A Connected Street Network**

"Laredo shall encourage a street network that disperses traffic and provides multiple routes, access points, and options for travel."
(*Viva Laredo City of Laredo Comprehensive Plan*, p. 180)

**Relevance:**
The revised plan introduces realignments, extensions, and additions to minor arterials, collectors, and industrial corridors to create a more continuous and accessible street network. These modifications directly enhance citywide connectivity and mobility.

---

**Policy 6.1.1 – Plan for Future Growth**

"The City will develop and maintain infrastructure and mobility systems that support anticipated growth and economic development."
(*Viva Laredo City of Laredo Comprehensive Plan*, p. 251)

**Relevance:**
By reflecting updated development patterns and future growth areas, the amended plan ensures that infrastructure investments are aligned with anticipated expansion—particularly in fast-developing sectors.

---

## 3. Summary of Alignment

The agenda item demonstrates a **strong alignment** with the Viva Laredo Comprehensive Plan. By adopting an updated Future Thoroughfare Plan as Appendix D, the ordinance satisfies the plan's requirement for regular updates (Policy 4.1.4), supports an integrated and connected mobility network (Policy 4.2.1), and prepares infrastructure to accommodate long-term growth (Policy 6.1.1).

The plan revisions—identified in Exhibits A through H—include new arterials, realignments, and the designation of industrial collectors and multiway boulevards. These changes promote broader planning themes such as sustainable growth, regional coordination, enhanced mobility, infrastructure readiness, and fiscal stewardship.

---

## 4. Additional Requirements

All policies cited are quoted verbatim from the *Viva Laredo City of Laredo Comprehensive Plan*, including page numbers and policy identifiers. This evaluation maintains a formal, policy-focused tone suitable for municipal governance and public record. No omissions of applicable goals or policies were identified.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Public Hearing & Introductory Ordinance 1.**

**SUBJECT**
Public Hearing and Introductory Ordinance creating Article VI, entitled “Mitigation Rates for Emergency and Non-Emergency Services” of Chapter 12 of the Code of Ordinances of the City of Laredo entitled “Fire Protection and Prevention” to authorize mitigation rates for Fire Department services. Fees will be deposited into the General Fund.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
EMERGIFIRE is a Dallas-based fire and hazmat response billing service provider to municipalities and Emergency Services Districts throughout Texas. Its sister company,
EMERGICON, is the largest EMS billing company in Texas, serving nearly 200 clients throughout the state. While working with Texas EMS providers, many of them are fire-based, EMERGICON identified an opportunity to support fire and hazmat service providers with an additional revenue stream to help combat the effects of tightening budgets and rising costs.

EMERGIFIRE proposes a commission of eighteen percent (18.0%) of cash collections for fire and hazmat billing service, and a 3% fee for all credit card transactions.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval of this public hearing and introductory ordinance.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025-2026 |
| Budgeted Y/N?: | Y |
| Source of Funds: | General Fund |
| Account #: | 101-0000-332-2053 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Fees will be deposited into the General Fund account number 101-0000-332-2053.

**ORDINANCE NO: 2025-O-___**

**AN ORDINANCE CREATING ARTICLE VI, ENTITLED "MITIGATION RATES FOR EMERGENCY AND NON-EMERGENCY SERVICES" OF CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, ENTITLED "FIRE PROTECTION AND PREVENTION" TO AUTHORIZE MITIGATION RATES FOR FIRE DEPARTMENT SERVICES, PROVIDING FOR CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the City Council of the City of Laredo, Texas ("City Council") to protect the public health, safety, and welfare; and

**WHEREAS**, the Laredo Fire Department ("Department") provides emergency and non-emergency services in connection with motor vehicle incidents and other emergency incidents; and

**WHEREAS**, the emergency and non-emergency services response activity to incidents continues to increase each year, while environmental protection requirements involving equipment and training also create additional demands on all operational aspects of Department services; and

**WHEREAS**, the City of Laredo, Texas ("City") desires to implement a fair and equitable procedure by which to bill for mitigation rates, and establish a collection system per applicable laws, regulations, and guidelines; and

**WHEREAS**, the Department recommends amending the City of Laredo Code or Ordinances for the purpose of adding authorization for a schedule of mitigation rates for fire department services; and

**WHEREAS**, the City is a home-rule municipality acting under its Charter adopted, and amended, by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 54, Section 54.004, as amended, a home-rule municipality may enforce ordinances necessary to protect health, life, and property, and to preserve the good government, order, and security of the municipality and its inhabitants; and

**WHEREAS**, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion this ordinance should be approved and adopted.

**WHEREAS,** a public hearing and introductory ordinance was held on September 2, 2025.

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

SECTION 1. The City of Laredo shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary, and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment, and with baselines established by addendum to this document.

SECTION 2. A claim shall be filed with the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3. The City of Laredo City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4. It is found and determined that all formal actions of the City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of the City Council, and that all deliberations of the City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5. That the Code of Ordinances is hereby amended to create Article VI, entitled "Mitigation Rates - for Emergency and Non-Emergency Services" of Chapter 12, entitled "Fire Protection and Prevention" of the City of Laredo Code of Ordinances to read as follows.

SECTION 6. The Mitigation Rates listed in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

## Article VI. Mitigation Rates – for Emergency and Non-Emergency Services

Section 12.91. Definitions.

*"At-Fault Party."* The person or entity determined by a competent authority to have caused or contributed to the incident through negligence, reckless conduct, violation of law, or other fault, including vicarious or strict liability where applicable.

*"Determination of Fault."* A written finding identifying the At-Fault Party, issued by: (1) a peace-officer crash report (CR-3) or other official investigative report; (2) a Fire

Marshal or City investigator's report; (3) a written acceptance of liability by an insurer; or (4) a court order, judgment, or binding administrative decision.

*"Not-At-Fault Motorist."* A driver involved in a motor-vehicle incident who is not the At-Fault Party.

*"Uninsured Motorist."* A motorist who, at the time of the incident, lacked proof of financial responsibility as defined in the Texas Transportation Code, Chapter 601.

Section 12.92. Purpose. The City of Laredo Fire Department provides emergency and non-emergency services in connection with motor vehicle incidents and other emergency incidents. The emergency and non-emergency services response activity to incidents continues to increase each year, while environmental protection requirements involving equipment and training also create additional demands on all operational aspects of the City of Laredo Fire Department services. The City desires to implement a fair and equitable procedure by which to bill for mitigation rates and establish a collection system in accordance with applicable laws, regulations, and guidelines.

Section 12.93. Liability for Fees.

(a) Non-Responsible Parties. Persons or entities determined to be Not At Fault shall not be liable for any fee under this ordinance.

(b). Uninsured, Not-At-Fault Motorists — Explicit Protection. An Uninsured Motorist who is Not At Fault shall not be assessed any fee under this ordinance. The City and its contractors are prohibited from billing, invoicing, sending to collections, or otherwise seeking payment from such motorists.

(c). Unknown or Unassigned Fault. If, after reasonable efforts, no At-Fault Party is identified, the City shall not shift costs to other involved parties; unrecovered costs may be absorbed in accordance with adopted fiscal policy.

(d). Subsequent Changes. If a Determination of Fault is later revised, the City shall cancel or refund any fee rendered inconsistent with the final determination within thirty (30) days of notice.

Section 12.94. Determination of Fault.

(a). Basis. Billing shall rely on a Determination of Fault.

(b). Timing. The City will defer billing to individuals until a Determination of Fault is available or an insurer has accepted liability in writing.

(c). Evidentiary Presumption. A peace-officer crash report or official investigative report creates a rebuttable presumption of fault for City billing purposes.

(d). Appeals. Any person billed may request administrative review under Section 12.100 (Appeals) within thirty (30) days. ***If the appellant provides evidence that they are Uninsured and Not-At-Fault, the City shall cancel the invoice and, if payment was already made, issue a refund within thirty (30) days.***

Section 12.95. Rates Adopted. The City Council shall approve the hourly mitigation rates for emergency and non-emergency services via resolution.

Section 12.96. Rules, regulations, and guidelines. The City Manager, or his/her designee, is authorized to make rules, regulations, and guidelines consistent with this article, as he/she may deem necessary with respect to billing logistics for the mitigation rates or the collection thereof. The City Manager, or his/her designee, may from time to time amend, revoke, or add rules, regulations, and guidelines consistent with this article.

Section 12.97. Procedure.

(a) *Billing for mitigation rates.* The City, or its designee, shall bill hourly mitigation rates at a minimum of one hour and in 15-minute increments thereafter, for the delivery of the following categories of services by the City of Laredo Fire Department to the scene of emergency and non-emergency incidents:

(1) Motor vehicle accident service;

(2) Extrication service;

(3) Vehicle fire service;

(4) Aircraft accident service;

(5) Helicopter landing zone preparation service;

(6) Technical rescue service;

(7) Gas leaks service;

(8) Hazardous material service;

(9) Water incident service;

(10) Back country or special rescues service;

(11) Residential structure fire service;

(12) Commercial structure fire service;

(13) Elevator response service;

(14) Additional apparatus/personnel requested on-scene;

(15) Specialized equipment or supplies.

(b) *Collection of mitigation rates.*

(1) *Claim filed with insurance carrier.* The City, or its designee, shall establish a collection system in which a claim shall be filed with the insurance carrier of the responsible party(ies) in accordance with applicable laws, regulations, and guidelines.

(2) *Balance billing.* Except for situations involving reckless, knowing, or intentional behavior/activities, as those terms are defined in V.T.C.A., Penal Code Section 6.03, after a claim is submitted to an insurance carrier, the City will not balance bill the following persons:

1. Uninsured, Not-At-Fault Motorists

2. City of Laredo residents; or

3. Residents of a district or area that the City has an interlocal or mutual aid agreement to provide emergency or non-emergency services by the city fire department and the scene of the emergency or non-emergency is outside the city and within the area covered by the interlocal or mutual aid agreement that does not charge City of Laredo residents for services.

(3) *Reckless, knowing, or intentional behavior/activities.* In cases where documented evidence indicates reckless, knowing, or intentional behavior as defined in V.T.C.A. Penal Code § 6.03, the City Manager may authorize balance billing, unless waived for City of Laredo residents (excluding businesses or corporate entities)."

(4) *No insurance carrier.* No uninsured motorist shall be billed directly for any costs associated with emergency response, fire suppression, rescue operations, hazardous material containment, or any other services covered under this ordinance. This exemption applies strictly to individuals who lack valid automobile liability insurance coverage at the time services are rendered, as verified through legally accepted documentation or state reporting systems.

(5) *Itemized response.* Custom mitigation rates may be billed for any independent event, at the request of the Fire Chief of the City of Laredo Fire Department or his/her designee. Such incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used, at rates deemed usual, customary, and reasonable ("UCR").

(6) *Revenue Fund*. The City shall deposit all revenue for fire mitigation fees into an insurance recovery special revenue fund.

(7) *Annual Review*. Every October, City staff shall provide a report to the City Council regarding the fire mitigation fee program, including the number and type of incidents, total fees billed and collected by incident type, and recommendations of any requested changes to this ordinance and/or the fire mitigation fee schedule.

(8) *Savings*. All rights and remedies which have accrued in favor of the City under this Ordinance and amendments thereto shall be and are preserved for the benefit of the City.

(d) *Billing & Collection Guardrails.*

(1) *Vendor Requirements.* Any third-party billing vendor shall:

1. Prevent generation of invoices to Uninsured, Not-At-Fault Motorists;
2. Suppress collection activity upon receipt of an appeal or revised Determination of Fault; and
3. Provide a monthly exception report listing all accounts

(2) *Write-Off Authority*. The City Manager or designee may designate unrecoverable accounts for write-off; such action shall not trigger billing to other Not-At-Fault parties.

Section 12.98. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 12.99. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

Section 12.100. Appeals.

(a) Right to Appeal. The City shall designate a third-party billing contractor to administer the appeals process for all invoices issued under this Article. The authorized third party shall have full authority to:

1. 1. Receive and review written appeals from individuals or entities billed under this Article;
2. Request and collect additional documentation or statements from the appellant and relevant parties;
3. Evaluate the merits of the appeal in accordance with the requirements of this Article;
4. Issue a final written determination granting or denying the appeal.

The appeals process shall comply with all timelines, submission requirements, and procedural standards established in this Article.

Section 12.101. Codification. It is the intent of the City Council of the City of Laredo, Texas, that the provisions of this Ordinance shall be codified in the City's official Code of Ordinances as provided hereinabove.

**PASSED BY THE CITY OF LAREDO CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____, 2025.**

**_____**
**DR. VICTOR D. TREVINO, MD**
**MAYOR**

**ATTEST:**

**_____**
**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

***APPROVED AS TO FORM:***

**DOANH T. NGUYEN**
**CITY ATTORNEY**

**_____**
**JOAQUIN A. RODRIGUEZ**
**FIRST ASSISTANT CITY ATTORNEY**

## EXHIBIT A

## [i]MITIGATION RATES

The mitigation rates below are average "billing levels" and are typical for the incident responses listed; however, when a claim is submitted, it will be itemized and based on the actual services provided.

### [ii]MOTOR VEHICLE INCIDENTS

**Level 1 - Motor Vehicle Accident -$602.00**
Provide hazardous materials assessment and scene stabilization. This is the most common "billing level" and will occur most every time the fire department response to an accident/incident.

**Level 2 - Motor Vehicle Accident - $687.00**
This includes Level 1 services as well as clean-up and materials used for hazardous fluid clean-up and disposal. We will bill at this level if the fire department must clean up any or other automotive fluids that are spilled because of the accident/incident.

**Level 3 – Car Fire - $838.00**
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids spilled due to the accident/incident.

**Level 4 – Electric Vehicle (EV) Car Fire – $838, plus cost of blanket.**

**ADDITIONAL RATES**

1. **Fire Engine - $554.00 per hour**
2. **Aerial Truck - $693.00 per hour**
3. **Chief Officer - $347.00 per hour**
4. **Miscellaneous Equipment - $416.00**
5. **Heavy Extrication Tools Used - $1,811.00**
6. **Creating Landing Zone - $553.00**

**ADD-ON SERVICES:**

**Extrication - $1,811.00**
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone - $553.00**
This includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or utilized to transport the patient(s).

## HAZMAT

**Level 1 - $972.00**
**Basic Response:** The claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

**Level 2 - $3,473.00**
**Intermediate Response:** The claim will include engine response, first responder assignments, a hazmat-certified team, and appropriate equipment, perimeter establishment, evacuations, and the set-up of a command and decon center. Personal protective equipment (PPE) will include Level A or B suit donning, breathing air, and detection equipment.

**Level 3 – $8,199.00**
**Advanced Response:** The claim will include an engine response, first responder assignments, a hazmat-certified team, appropriate equipment, perimeter establishment, evacuations, and the set-up of the command and decon center. PPE to include level A or B donning, breathing air, and detection equipment. Will include detection equipment, recovery and identification of materials, disposal, and environmental cleanup, as well as the rate. Consists of 3 hours of on-scene time – **each additional hour over is billed at $366 per hour, per HAZMAT team.**

**ADDITIONAL APPARATUS ON-SCENE** (for all levels of service)
Engine billed at $554.00 per hour.
Truck billed at $693.00 per hour.

**FIRES**
**Assignment - $554.00 per hour, per engine / $693.00 per hour, per truck**

**Includes:**

- Scene Safety
- Investigation
- Fire/Hazard Control

**ILLEGAL FIRES**

**Assignment - $554.00 per hour, per engine / $693.00 per hour, per truck**
When a fire is started by any person(s) that requires the Laredo Fire Department to respond during a time or season when fires are regulated or controlled by local or state rules, provisions, or ordinances because of pollution or fire danger concerns. The person(s) will be liable for the Laredo Fire Department response as a cost, not to exceed the actual expenses incurred by the Laredo Fire Department. Similarly, if a fire is started where permits are required for such a fire, and the permit is not obtained and the Laredo Fire Department is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the department. The actual expenses will include direct labor, equipment costs, and any other costs that can be reasonably allocated to the cost of the response.

**WATER INCIDENTS**

**Level 1 - Billed at $554/hour plus $68 per hour, per person**
**Basic Response**: Claim will include engine response, first responder assignments. This will be the most common “billing level” and will occur almost every time the Laredo Fire Department has to respond to a water incident.

**Level 2 - Billed at $1,110/hour plus $68 per hour, per person.**
**Intermediate Response**: Includes Level 1 actions as well as cleanup and materials needed for hazmat spill. We will bill at this level if the Laredo Fire Department must clean up small amounts of gasoline or other fluids as a result of the incident.

**Level 3 - Billed at $2,747/hour plus $68 per hour, per person.**
**Advance Response**: Includes services above, as well as DART activation, and recovery and identification of materials associated. It will also include the fees for environmental disposal fees.

**BACK COUNTRY OR SPECIAL RESCUE**
Itemized Response: Each incident will be billed with custom mitigation rates that are deemed usual, customary and reasonable (UCR). These incidents will be billed itemized per apparatus, per rescue person, plus the rescue products used.

Minimum billed at $554 for the first response vehicle, plus $68 per rescue person. Additional rates of $554 per hour per response vehicle and $58 per hour per rescue person.

**CHIEF RESPONSE**
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at $290 per hour**.

**GAS LEAKS (Natural)**

**Level 1 – Natural Gas leak, outside without fire - $523/hour**
Description: Minimal danger to life, property, and the environment, leak typically for mechanical damages to a meter or pipe.

**Level 2 – Natural Gas leak, Outside with Fire - $748/hour, plus $68 per hour, per person.**
Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment causing a fire.

**Level 3 – Natural Gas leak inside structure - $932/hour, plus $68 per hour, per person.**
Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

[i] The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

[ii] Note: MVC fees are assessed only to the At-Fault Party or their insurer. Uninsured motorists who are Not At Fault are not billed.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Public Hearing & Introductory Ordinance 2.**

**SUBJECT**
Public hearing and introductory ordinance of the City of Laredo, Texas adopting the proposed annual budget for Fiscal Year 2025-2026, by appropriating the revenues, expenditures and balances reported therein for the year beginning October 1, 2025, and ending September 30, 2026, consistent with the financial plan described in said annual budget (see exhibit “A”), motions approved by city council at public workshop (see exhibit “B”) and holiday schedule for FY2025-2026 (see exhibit “C”) authorizing the city manager to implement said annual budget (as amended)

**VIVA LAREDO PLAN ALIGNMENT**

| Area | Alignment | Summary |
|---|---|---|
| Affordable Housing | ★★★★☆ | Strong HUD funding |
| Water Infrastructure | ★★★★☆ | Major investments in system upgrades |
| Mobility & Public Space | ★★★☆☆ | Moderate support via streets/parks |
| Public Safety & Health | ★★★☆☆ | Budget aligns with safety goals |
| Fiscal Transparency | ★★★★☆ | LEIP framework supports long-term stewardship |

**PREVIOUS COUNCIL ACTION**
The City held three public budget workshops on March 24, 2025; May 28, 2025; and July 1, 2025, to update and receive input from the Council on the development of the budget.

**BACKGROUND**
Section 6.04 of the City Charter requires that the City budget be prepared, and it shall contain a general summary of its contents, a detail of estimated income, indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year, and it must be arranged as to show comparative figures for estimated income and expenditures for the current fiscal year and actual income and expenditures of the preceding year.

Section 6.06 of the City Charter requires that the Council shall publish on five separate days in a newspaper of general circulation in the City a notice of the general summary of the budget and capital improvement projects. The notice must state: (1) the times and places where copies of the budget are available for inspection by the public, and (2) the time and place, no less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The dates of publication were August 2-6, 2025. The council shall hold at least one public hearing during the period its consideration.

**COMMITTEE RECOMMENDATION**

Click or tap here to enter text.

**STAFF RECOMMENDATION**
Staff recommends approval of the proposed FY 2025-26 budget.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | FY 25-26 |
| Budgeted Y/N?: | Yes |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | All |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**

**ORDINANCE 2025-O-XXXX**

**ADOPTING THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2025-2026, BY APPROPRIATING THE REVENUES, EXPENDITURES AND BALANCES REPORTED THEREIN FOR THE YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, CONSISTENT WITH THE FINANCIAL PLAN DESCRIBED IN SAID ANNUAL BUDGET (SEE EXHIBIT "A"), MOTIONS APPROVED BY CITY COUNDIL AT PUBLIC WORKSHOP (SEE EXHIBIT "B") AND HOLIDAY SCHEDULE FOR FY2025-2026 (SEE EXHIBIT "C") AUTHORIZING THE CITY MANAGER TO IMPLEMENT SAID ANNUAL BUDGET (AS MMENDED)**

**WHEREAS**, on July 29, 2025, Council was presented with the Proposed 2025-2026 Annual Budget as required by the City of Laredo Charter Section 6.02 Submission of Budget: "at least sixty (60) days before the end of the fiscal year, the City Manager shall present to the Council a budget for the ensuing fiscal year with an accompanying message"; and

**WHEREAS,** on March 24, 2025, May 28, 2025, and July 1, 2025, Council held workshop meetings to review the progress on the budget; and

**WHEREAS,** on August 14, 2025, Council held a final public workshop to approve the Proposed 2025-2026 Annual Budget;

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

1. The Annual Budget for Fiscal Year 2025-2026, as amended during the budget workshop is hereby adopted, and

2. The following appropriations for Fiscal Year 2025-2026 are hereby authorized as further detailed in Exhibit "A" and incorporated as if set out at length herein:

   Total Operating Expenditures and Transfers $1,011,211,422

3. This ordinance incorporates as if set out here at length the motions approved by City Council attached as Exhibit "B"

4. This ordinance incorporates as if set out here at length the Holiday schedule approved by City Council attached as Exhibit "C"

5. The City Manager is hereby authorized to implement the said budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 15 DAY OF SEPTEMBER, 2025.**

**Dr. Victor D. Treviño**
**Mayor**

**ATTEST:**

**Mario Maldonado, Jr.**
**City Secretary**

**APPROVED AS TO FORM:**

**Doanh T. Nguyen**
**City Attorney**

# CITY OF LAREDO

## CONSOLIDATED BUDGET

## FY 2025-2026

| FUND | Beginning Balance 10/1/2025 | Revenues Excluding Transfers | Transfers | Revenues Including Transfers | Total Available | Operating Expenditures & Transfers | Closing Balance 9/30/2026 |
|---|---|---|---|---|---|---|---|
| **GOVERNMENTAL FUNDS** | | | | | | | |
| **GENERAL FUND** | $ 54,852,692 | $ 203,303,354 | $ 84,527,791 | $ 287,831,145 | $ 342,683,837 | $ 287,831,145 | $ 54,852,692 |
| **SPECIAL REVENUE FUNDS** | | | | | | | |
| Community Development | - | 2,859,543 | - | 2,859,543 | 2,859,543 | 2,859,543 | - |
| Housing Rehab | - | 87,000 | - | 87,000 | 87,000 | 87,000 | - |
| Home Investment Partnership | - | 1,071,903 | 50,000 | 1,121,903 | 1,121,903 | 1,121,903 | - |
| Emergency Solutions Grant | - | 266,495 | - | 266,495 | 266,495 | 266,495 | - |
| Auto Theft Task Force | - | 4,961,000 | 1,400,000 | 6,361,000 | 6,361,000 | 6,361,000 | - |
| Financial Task Force | - | 1,713,251 | 70,000 | 1,783,251 | 1,783,251 | 1,783,251 | - |
| Health Fund | 1,058,071 | 23,398,364 | 9,922,347 | 33,320,711 | 34,378,782 | 34,378,782 | - |
| Special Police Program | - | 12,405,021 | 3,669,290 | 16,074,311 | 16,074,311 | 16,074,311 | - |
| Airport | 22,769,816 | 12,213,611 | 550,000 | 12,763,611 | 35,533,427 | 18,649,231 | 16,884,196 |
| Airport Capital Projects | - | 6,610 | - | 6,610 | 6,610 | 6,610 | - |
| Hotel-Motel Tax | 7,532,201 | 5,183,700 | - | 5,183,700 | 12,715,901 | 5,511,811 | 7,204,090 |
| PEG Fund | 1,283,871 | 254,000 | - | 254,000 | 1,537,871 | 1,005,000 | 532,871 |
| Recreation Fund | 948,210 | 565,900 | 309,401 | 875,301 | 1,823,511 | 1,524,068 | 299,443 |
| Environmental Services | 2,046,830 | 6,793,069 | - | 6,793,069 | 8,839,899 | 7,574,081 | 1,265,818 |
| Environmental Services - Capital Proj. | - | 97,820 | - | 97,820 | 97,820 | 97,820 | - |
| Stormwater Improvement | 1,438,997 | 2,742,885 | - | 2,742,885 | 4,181,882 | 2,381,909 | 1,799,973 |
| Convention & Visitor's Bureau | - | 27,545 | 4,604,684 | 4,632,229 | 4,632,229 | 4,632,229 | - |
| Parking Meters Fund | 1,268,584 | 1,635,165 | - | 1,635,165 | 2,903,749 | 1,698,894 | 1,204,855 |
| Sports and Community Venue | 25,086,142 | 15,616,109 | - | 15,616,109 | 40,702,251 | 20,648,157 | 20,054,094 |
| Sports and Community Venue Debt Service | 4,749,783 | 172,280 | 4,629,481 | 4,801,761 | 9,551,544 | 4,759,328 | 4,792,216 |
| Sports and Community Venue- Capital Proj. | - | 472,590 | - | 472,590 | 472,590 | 472,590 | - |
| Noise Abatement Lease Program | - | 2,431,151 | - | 2,431,151 | 2,431,151 | 2,431,151 | - |
| 911 Regional Communication | - | 2,596,021 | - | 2,596,021 | 2,596,021 | 2,596,021 | - |
| Keep Laredo Beautiful | - | 25,100 | 208,700 | 233,800 | 233,800 | 233,800 | - |
| Special Fire Grants | - | 251,000 | 146,523 | 397,523 | 397,523 | 397,523 | - |
| Sames Auto Arena | - | 6,166,884 | 1,596,575 | 7,763,459 | 7,763,459 | 7,763,459 | - |
| Home Investment Affordable Housing | - | 50,000 | - | 50,000 | 50,000 | 50,000 | - |
| Laredo Public Facility Corporation | 177,572 | 6,500 | - | 6,500 | 184,072 | 6,500 | 177,572 |
| Unitrade Baseball Stadium | - | 1,172,434 | 1,207,350 | 2,379,784 | 2,379,784 | 2,379,784 | - |
| Max Mandel Golf Course | - | 1,292,300 | 714,471 | 2,006,771 | 2,006,771 | 2,006,771 | - |
| Parkland Acquisition/Park Improv | - | 868,100 | - | 868,100 | 868,100 | 868,100 | - |
| Downtown TIRZ No. 1 - Operating Fund | 867,663 | 281,334 | - | 281,334 | 1,148,997 | 281,334 | 867,663 |
| Downtown TIRZ No. 1 - Capital Project | - | 116,285 | - | 116,285 | 116,285 | 116,285 | - |
| American Rescue Plan Act | 3,000,000 | 507,740 | - | 507,740 | 3,507,740 | 3,507,740 | - |
| Hamilton Housing | - | 1,304,285 | - | 1,304,285 | 1,304,285 | 1,304,285 | - |
| TIRZ No.2 - Operating Fund | - | 97,359 | - | 97,359 | 97,359 | 97,359 | - |
| Detoxification Center | - | 1,209,358 | 3,360,000 | 4,569,358 | 4,569,358 | 4,569,358 | - |
| Southern Hotel | - | 4,500 | - | 4,500 | 4,500 | 4,500 | - |
| Buena Vista Sports Complex | - | 2,843,716 | - | 2,843,716 | 2,843,716 | 2,843,716 | - |
| **DEBT SERVICE FUNDS** | | | | | | | |
| Debt Service | 11,081,404 | 34,628,386 | 7,313,303 | 41,941,689 | 53,023,093 | 41,348,803 | 11,674,290 |
| **PERMANENT FUND** | | | | | | | |
| Canseco Endowment Fund | 91,397 | 3,200 | - | 3,200 | 94,597 | 15,790 | 78,807 |
| **CAPITAL PROJECTS FUNDS** | | | | | | | |
| Capital Improvements Fund | 3,443,594 | 3,615,500 | 6,401,113 | 10,016,613 | 13,460,207 | 13,460,207 | - |
| Airport Construction Fund | - | 184,600 | 11,111 | 195,711 | 195,711 | 195,711 | - |
| Capital Projects | - | 3,203,489 | - | 3,203,489 | 3,203,489 | 3,203,489 | - |

# CITY OF LAREDO
## CONSOLIDATED BUDGET
## FY 2025-2026

| FUND | Beginning Balance 10/1/2025 | Revenues Excluding Transfers | Transfers | Revenues Including Transfers | Total Available | Operating Expenditures & Transfers | Closing Balance 9/30/2026 |
|---|---|---|---|---|---|---|---|
| **PROPRIETARY FUNDS** | | | | | | | |
| **ENTERPRISE FUNDS** | | | | | | | |
| Bridge System / Operating | 3,816,250 | 89,032,617 | - | 89,032,617 | 92,848,867 | 87,970,676 | 4,878,191 |
| Bridge Construction | 5,829,275 | 81,704 | 2,000,000 | 2,081,704 | 7,910,979 | 7,910,979 | - |
| Bridge System - Debt Service | 2,157,235 | 92,670 | 3,682,987 | 3,775,657 | 5,932,892 | 3,856,854 | 2,076,038 |
| Bridge System - Capital Projects | - | 102,780 | - | 102,780 | 102,780 | 102,780 | - |
| Bridge Refrigerated Inspection Facility | 268,363 | 23,108 | 15,000 | 38,108 | 306,471 | 306,471 | - |
| Transit System- El Metro Operating | - | 8,495,436 | 15,534,043 | 24,029,479 | 24,029,479 | 24,029,479 | - |
| Transit System Sales Tax | 11,822,591 | 14,770,109 | - | 14,770,109 | 26,592,700 | 16,818,769 | 9,773,931 |
| Transit Center Facility Fund | - | 608,123 | 596,417 | 1,204,540 | 1,204,540 | 1,204,540 | - |
| Transit Capital Grants | - | 1,964,261 | 391,651 | 2,355,912 | 2,355,912 | 2,355,912 | - |
| Transit Capital Projects | - | 22,100 | - | 22,100 | 22,100 | 22,100 | - |
| Municipal Housing | 146,075 | 2,182,754 | - | 2,182,754 | 2,328,829 | 2,328,829 | - |
| Solid Waste Management | 35,739,923 | 41,211,245 | - | 41,211,245 | 76,951,168 | 50,724,697 | 26,226,471 |
| Solid Waste Capital Projects | - | 337,140 | - | 337,140 | 337,140 | 337,140 | - |
| Solid Waste Debt Service | - | - | 6,444,438 | 6,444,438 | 6,444,438 | 6,444,438 | - |
| Water System / Operating | 62,148,224 | 69,775,387 | - | 69,775,387 | 131,923,611 | 74,995,136 | 56,928,475 |
| Water System Debt Service | 23,823,632 | 1,107,236 | 28,672,586 | 29,779,822 | 53,603,454 | 28,288,401 | 25,315,053 |
| Water Availability | 15,533,619 | 4,536,358 | - | 4,536,358 | 20,069,977 | 2,265,000 | 17,804,977 |
| Water System Construction | - | 45,832 | 2,690,845 | 2,736,677 | 2,736,677 | 2,736,677 | - |
| Water Capital Improvement | 4,264,571 | 1,268,940 | - | 1,268,940 | 5,533,511 | 708,524 | 4,824,987 |
| Water - Capital Projects | - | 2,738,260 | - | 2,738,260 | 2,738,260 | 2,738,260 | - |
| Sewer Operating | 65,800,879 | 54,239,218 | - | 54,239,218 | 120,040,097 | 53,643,966 | 66,396,131 |
| Sewer Construction | - | 3,910 | 1,743,675 | 1,747,585 | 1,747,585 | 1,747,585 | - |
| Sewer System Debt Service | 19,295,688 | 998,635 | 17,589,061 | 18,587,696 | 37,883,384 | 18,602,672 | 19,280,712 |
| Sewer Capital Improvement | 6,134,293 | 1,059,487 | - | 1,059,487 | 7,193,780 | 704,847 | 6,488,933 |
| Sewer - Capital Projects | - | 2,272,950 | - | 2,272,950 | 2,272,950 | 2,272,950 | - |
| **INTERNAL SERVICE FUNDS** | | | | | | | |
| Fleet Management | 827,790 | 183,795 | 23,620,753 | 23,795,453 | 24,632,338 | 24,612,259 | 20,079 |
| Risk Management | 7,088,324 | 31,909 | 12,628,324 | 12,793,352 | 19,748,557 | 13,495,256 | 6,253,301 |
| Information Services and Telecommunications | 222,023 | 19,251 | 9,191,831 | 9,326,829 | 9,433,105 | 9,368,074 | 65,031 |
| Health and Benefits | 6,776,753 | 22,605,713 | 29,257,597 | 50,876,130 | 58,640,063 | 56,652,883 | 1,987,180 |
| **FIDUCIARY FUNDS** | | | | | | | |
| Police Trust Fund | 2,576,035 | 687,000 | - | 687,000 | 3,263,035 | 1,480,000 | 1,783,035 |
| **AGENCY FUND** | | | | | | | |
| City Annuity | - | 123,240 | 2,955,184 | 3,078,424 | 3,078,424 | 3,078,424 | - |
| **TOTAL** | **$ 415,968,370** | **$ 679,327,625** | **$ 287,706,532** | **$ 966,286,748** | **$ 1,383,002,527** | **$ 1,011,211,422** | **$ 371,791,105** |

| | | | |
|---|---|---|---|
| Revenue Excluding Transfers | $ 679,327,625 | Total Operating Expenditures | $ 1,011,211,422 |
| Decrease in Fund Balance | $ 44,177,265 | Less Operating Transfers | $ 287,706,532 |
| Total Net Operating Budget | $ 723,504,890 | Total Net Operating Budget | $ 723,504,890 |

# City of Laredo
# Proposed Budget Workshops Motions
# FY 2025-2026

| Date | Time | Motion | Fund | Revenue | Expenditure |
|---|---|---|---|---|---|
| 8/14 | 2:06 | Motion to approve the Holiday schedule as presented - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel | | | |
| 8/14 | 2:07 | Motion to approve the Cost of Living Adjustment (COLA) of 2.5% effective October 1, 2025 - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel | All | | |
| 8/14 | 2:07 | Motion approve the Wage Schedule adjustment of 1.5% effective April 1, 2026 - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel | All | | |
| 8/14 | 2:07 | Motion to approve the Tenured Achievement of 1.5% April 1, 2026 - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel | All | | |
| 8/14 | 2:07 | Motion to transfer the 4.2M from General Fund line item to Police Department line item for the contract increase - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel | 101 | | |
| 8/14 | 2:07 | Motion to approve the Budget motions as presented - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel | | | |
| 8/14 | 3:04 | Motion to approve the FY 26-30 CIP (remove the Artificial Turf project from C.O. Bond and allocate the 4.5M to Parks Improvement) - moved by Ruben Gutierrez Jr, Second Ricardo "Richie" Rangel | | | |
| 8/14 | 4:20 | Motion to approve the Parks Budget as Presented - moved by Vanessa Perez, Second by Ruben Gutierrez Jr | 101 | | |
| 8/14 | 4:24 | Motion to approve the Proposed Budget with the motions presented - moved by Vanessa Perez, Second by Ruben Gutierrez Jr | All | | |
| 8/14 | 4:25 | Motion to Adjourn moved by Ruben Gutierrez Jr, Second by Vanessa Perez | | | |

# CITY OF LAREDO
# FY 2025-2026
# HOLIDAY SCHEDULE

As per Ordinance, Section 2-58, Holidays

| | | |
|---|---|---|
| 1. | **Founder's Day** | Monday, October 13, 2025 |
| 2. | **Veteran's Day** | Tuesday, November 11, 2025 |
| 3. | **Thanksgiving Day** | Thursday, November 27, 2025 |
| 4. | **Friday After Thanksgiving Day** | Friday, November 28, 2025 |
| 5. | **Christmas Eve** | Wednesday, December 24, 2025 |
| 6. | **Christmas Day** | Thursday, December 25, 2025 |
| 7. | **New Year's Eve** | Wednesday, December 31, 2025 |
| 8. | **New Year's Day** | Thursday, January 1, 2026 |
| 9. | **Martin Luther King, Jr. Day** | Monday, January 19, 2026 |
| 10. | **President's Day** | Monday, February 16, 2026 |
| 11. | **Friday before Easter Sunday** | Friday, April 3, 2026 |
| 12. | **Easter Monday** | Monday, April 6, 2026 |
| 13. | **Memorial Day/September 11 (Remembrance Day)** | Monday, May 25, 2026 |
| 14 | **Juneteenth National Independence Day** | Friday, June 19, 2026 |
| 15. | **Independence Day (Observed)** | Friday, July 3, 2026 |
| 16. | **Labor Day** | Monday, September 7, 2026 |
| 17. | **Personal Holiday*** | Date subject to department director's approval and after being employed with the City for one (1) year |
| 18. | **Personal Holiday*** | |
| 19. | **Personal Holiday*** | |
| 20. | **Wellness Day**** | Must have been employed with the City of Laredo for at least one (1) year and be covered under the City's Medical plan |
| 21. | **Wellness Day**** | |

*The department shall insure that each one of their employees take the holiday assigned to them for that fiscal year; the employee shall take the personal holiday before the end of the fiscal year or lose it. If the employee has to work on their designated holiday, they will be allowed to reschedule their holiday as determined by their department director. To ensure operating efficiency of the department, the employee must submit a three-day written notice unless a personal hardship does not allow for an advance notification.

**Wellness days are earned on a per fiscal year basis and activities must be completed by August 31st of each year to be eligible for the wellness days. Wellness day(s) off must be requested at least three-days in advance in order to ensure the operating efficiency of the respective department. Wellness Days off must be taken within the same fiscal year wellness activities were completed. Wellness Days will not carry over from one fiscal year to the next. A minimum of one wellness day must be taken (may not be broken down nor be used to complete hours). Employees who have worked less than one year may still participate in wellness activities; however, reward(s) will not be available.

# CITY OF LAREDO

## Annual Budget

## Fiscal Year
## October 1, 2025 - September 30, 2026

Prepared By:
Budget Department

This budget will raise more revenue from total property taxes than last year's budget by an amount of $13,523,779 which is a 11.94 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,024,459.

This additional amount is due entirely to increases in property tax valuations and new property added to the tax roll and NOT to any increase of the tax rate of $.507623, current proposed budget reflects a tax rate of $0.506090.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Introductory Ordinance 3.**

**SUBJECT**
An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY2025 Capital Grant Fund to appropriate revenues and expenses in the amount of $5,000,000 for the Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant for the Downtown Laredo Rail Corridor Safety Planning Project. The project is a highway-rail grade crossing improvement project to support planning activities for 31 at-grade crossings. The project includes development of construction documents to include installation, repair or improvement of grade separations, railroad crossing signals, gates and related technologies, highway traffic signalization, highway lighting and crossing approach signage, roadway improvements such as medians or other barriers, railroad crossing panels and surfaces and safety engineering improvements to reduce risk. The project includes two (2) grade separations, five (5) crossing closures, nine (9) crossing signal installations and roadway improvements including medians, and fifteen (15) roadway-only improvements. Funding is available in the Capital Grants Fund.

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

The project directly supports the following goals and priorities of the **Viva Laredo Comprehensive Plan (2017)**:

### 1. Transportation Safety and Efficiency

*Relevance*:

- Improves safety at high-risk crossings.
- Reduces traffic delays and enhances emergency response access.

### 2. Sustainable Infrastructure Investment

*Relevance*:

- Leverages federal funding for long-term infrastructure planning.

- Supports resilient, modern transportation systems.

**3. Downtown Revitalization**

*Relevance*:

- Enhances safety and accessibility in Downtown Laredo.
- Supports economic development and pedestrian-friendly design.

**4. Public Health and Safety**

*Relevance*:

- Reduces risk of rail-related accidents.
- Improves conditions for all road users, including pedestrians and cyclists.

**Summary of alignment:**
This ordinance demonstrates **strong alignment** with multiple goals and policies in the Viva Laredo Comprehensive Plan. It directly supports the development of **Transportation Safety and Efficiency, Sustainable Infrastructure Investment, Downtown Revitalization, Public Health and Safety, and Intergovernmental Collaboration.** By aligning federal funding through FRA with Private Partnership Funding from CPKC railroad, the project exemplifies a multi-tiered approach to strategic capital improvement. It intersects broader planning themes of **mobility, sustainability, safety, and economic development**, making this a model project for implementation under the Comprehensive Plan.

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

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

awarded; and providing for an effective date.

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

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Approval of this motion.

**Fiscal Impact**

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

**FINANCIAL IMPACT:**
Revenues:
Federal Railroad Admin. $ 4,000,000 - Account #458-9853-322-2006
CPKC Railroad $ 1,000,000 - Account #458-9853-327-9063

Expenses:
Project Engineer Fees $ 5,000,000 - Account #458-9853-533-5512

## RESOLUTION 2025-R-142

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO RATIFY ACCEPTANCE OF A PRIVATE PARTNERSHIP FUNDING AGREEMENT IN THE AMOUNT OF $ 1,000,000 FROM THE TEXAS MEXICAN RAILWAY COMPANY ("TM"), A TEXAS STATUTORY CORPORATION, AND THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("KCSR"), A MISSOURI CORPORATION QUALIFIED TO DO BUSINESS IN TEXAS (TM AND KCSR TOGETHER REFERRED TO HEREIN AS "CPKC').**

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

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

**Whereas,** CPKC will fund the twenty (20) percent [$ 1,000,000] non-federal match for the US department of transportation federal railroad administration consolidated rail infrastructure and safety improvements grant in the amount of $ 4,000,000, and

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

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

**Section 1:** Authorizing the City Manager to execute this Financial Agreement with CPKC for the purpose of providing the non-federal match of said grant and for the purpose of submittal to the Federal Railroad Administration to further the awarding of this grant.

**Section 3:** This Resolution shall take effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS __19th_____DAY OF ___May_____ ,2025.**

**DR. VICTOR D. TREVIÑO, MAYOR**

**ATTEST:**

**MARIO MALDONADO JR., CITY SECRETARY**

**APPROVED AS TO FORM:**

**BY:** _____ for

**DOANH "ZONE" T. NGUYEN, CITY ATTORNEY**

# City of Laredo

## Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 2025-R-142 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | Agenda Ready |
| **File created:** | 5/6/2025 | **In control:** | City Council |
| **On agenda:** | 5/19/2025 | **Final action:** | |
| **Title:** | Authorizing the City Manager to ratify acceptance of a private partnership funding agreement in the amount of $1,000,000.00 from the Texas Mexican railway company ("TM"), a Texas statutory corporation, and the Kansas City Southern Railway company ("KCRS"), a Missouri corporation qualified to do business in Texas (TM and KCRS together referred to herein as "CPKC'). This funding represents the 20% non-federal match for a US Department of Transportation Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant in the amount of $4,000,000.00 80% for a total project cost of $5,000,000.00. Submission of this Funding Agreement will be used to further the awarding of the CRISI Grant. | | |
| **Sponsors:** | | | |
| **Code sections:** | | | |
| **Attachments:** | 1. Funding Agreement 2025-R-142 | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

**Engineering Department** **XX.**

**City Council - Regular**

**Meeting Date:** 05/19/2025

**Staff Source:** Albert Quintanilla

## SUBJECT

**2025-R-142** Authorizing the City Manager to ratify acceptance of a private partnership funding agreement in the amount of $ 1,000,000.00 from the Texas Mexican railway company ("TM"), a Texas statutory corporation, and the Kansas City Southern Railway company ("KCRS"), a Missouri corporation qualified to do business in Texas (TM and KCRS together referred to herein as "CPKC'). This funding represents the 20 % non-federal match for a US Department of Transportation Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant in the amount of $ 4,000,000.00 (80 %) for a total project cost of $ 5,000,000.00. Submission of this Funding Agreement will be used to further the awarding of the CRISI Grant.

## PREVIOUS COUNCIL ACTION

**Resolution 2022-R-178** Authorizing the interim City Manager to submit a grant application in partnership with the Kansas City Southern Railway Company in the amount not to exceed $ 4,000,000.00. to the US Department of Transportation Federal Railroad Administration, under

the Consolidated Rail Infrastructure and Safety Improvement grant for the purpose of funding the preliminary planning, engineering and other work required for the subsequent applications for the grade crossing and grade separation improvements.

## BACKGROUND

The CRISI program funds projects that improve safety, efficiency, and reliability of intercity passenger and freight rail. CPKC, its consultant, and engineering teams have agreed that a CRISI grant would be best to finalize the preliminary engineering (PE) and federal environmental reviews (NEPA) of this project. All federal discretionary grants require that NEPA be completed before any federal construction funding can be committed to an individual project, and CRISI provides the best path to achieve that outcome.

The $ 5 million planning project consists of preliminary engineering, utilities, right of way, NEPA and outreach activities for improvements to 31 at-grade crossings between Mile Posts 0.780 and 4.20 on CPKC Laredo Subdivision, including up to five (5) closures, two (2) at-grade crossings converted to grade separations, and crossing safety improvements at the remaining 24 at-grade crossings including ten (10) sets of Active Warning Devices, all according to the Grant Application Project Narrative.

The Planning Project Total Cost estimate would be allocated as follows:

| | |
|---|---|
| • Preliminary Engineering (PE) | $ 2,500,000.00 |
| • Environmental Clearance (NEPA) | $ 550,000.00 |
| • Right of Way (ROW) | $ 750,000.00 |
| • Utilities | $ 900,000.00 |
| • Outreach Activities | $ 50,000.00 |
| • Contingency | $ 250,000.00 |
| Total | $ 5,000,000.00 |

## COMMITTEE RECOMMENDATION

N/A

## STAFF RECOMMENDATION

N/A

## Fiscal Impact

**Fiscal Year: 2025/2026**

**Budgeted Y/N?:N/A**

**Source of funds:**

**Account:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Continuation of Grant Approval process. No financial impact.

**Funding Agreement**

This Funding Agreement ("Agreement") is entered into this ____ day of _____, 202_, between, on the one hand, **THE TEXAS MEXICAN RAILWAY COMPANY** ("**TM**"), a Texas statutory corporation, and **THE KANSAS CITY SOUTHERN RAILWAY COMPANY** ("**KCSR**"), a Missouri corporation qualified to do business in Texas (TM and KCSR together referred to herein as "**CPKC**"), both to be addressed at 427 West 12th Street, Kansas City, MO 64105-1403, and, on the other hand, **THE CITY OF LAREDO, TEXAS,** a Texas Home Rule municipality, with mailing address of 1110 Houston Street, Laredo, Texas 78040-8019 ("CITY") (CPKC and CITY being sometimes herein referred to separately as a "Party" or together as the "Parties").

RECITALS:

WHEREAS, the Federal Railroad Administration ("FRA") has selected City of Laredo, Texas to receive a grant under the Consolidated Rail Infrastructure and Safety Improvements ("CRISI") program for the Downtown Laredo Rail Corridor Safety Planning Project ("Project"); and

WHEREAS, the Project Development consists of Preliminary Engineering, Utilities, Right-of-Way, NEPA and Outreach activities for improvements to 31 at-grade crossings between Mile Posts 0.780 and 4.20 on the CPKC Laredo Subdivision, including up to five closures, two at-grade crossings converted to grade separations, and crossing safety improvements at the remaining 24 at-grade crossings including 10 sets of Active Warning Devices, all according to the Grant Application Project Narrative; and

WHEREAS, the overall intent of the improvement concepts is to enhance safety throughout the CITY by reducing or eliminating railroad and roadway conflicts; and

WHEREAS, TM and KCSR are each wholly-owned subsidiaries of **Kansas City Southern** ("**KCS**"); and

WHEREAS, TM is the owner of the railroad right-of-way utilized by KCSR, pursuant to authorization of the Surface Transportation Board, to move freight rail traffic through the CITY; and

WHEREAS, CPKC is cooperating with CITY in the Project, supports the Project's objectives, and is willing to enter into this Agreement to help meet the requirements of the Project;

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENTS:

1. TM and KCSR are each rail carriers as defined by 49 U.S.C. §10102(5), and TM owns and KCSR operates the CPKC Laredo Subdivision, including the railroad right-of-way ("ROW") on which the Project will be performed.

2. CPKC provides freight rail service to shippers over its Laredo Subdivision.

3. KCS is contributing the 'local match' of 20% up to but not to exceed $1,000,000 (One Million Dollars) of the CRISI Grant Funds for the Project. CPKC, as the owner and operator of the Laredo Subdivision, will not require the CITY to compensate CPKC for use of the CPKC Laredo Subdivision in connection with the Project.

4. CPKC and CITY assure that, upon the completion of the Project, the adequacy of the Laredo Subdivision's infrastructure capacity shall accommodate both existing and future freight rail operations.

5. The CITY will perform all tasks required for the Project through a coordinated process, which will involve CPKC representatives, engineering consultants, TXDOT and FRA. The CITY will facilitate the coordination of all activities necessary for implementation of the Project. The CITY will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

6. The CITY will submit in a timely manner all invoices to be reimbursed by FRA. When invoices are approved by FRA, the CITY will submit the FRA-approved invoices to CPKC to receive the 20% Local Match from KCS. KCS will reimburse the CITY within Forty-Five (45) days after receiving FRA approved invoices.

7. Independent Contractors. Parties covenant and agree that they are independent contractors and nothing in this AGREEMENT creates any relationship of an officer, agent, servant or employee of the other; that each Party shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of their respective officers, agents, employees, and consultants; that the doctrine of respondeat superior shall not apply as between the Parties, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between CITY and KCS. Neither Party shall have the authority to bind the other under this AGREEMENT.

8. Amendment. Except where the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected only by amendment, in writing, executed by both City and CPKC, and, if applicable, subject to formal approval by the City Council.

9. Severability. If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Laredo, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal, or unenforceable, there be added as a part of the AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

10. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS. Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this AGREEMENT shall be heard and determined in a court of competent jurisdiction in Webb County, Texas.

11. Non-Assignment. The Parties shall not transfer or assign all or any of their rights, obligations or benefits hereunder in whole or in part to any third party, without the prior written consent of the other Party.

12. Entire Agreement. This AGREEMENT, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

WHEREFORE, the Parties have hereby executed this Agreement by the signatures below of each Party's duly-authorized representative.

**THE TEXAS MEXICAN RAILWAY COMPANY** and
**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

By _____

Printed Name Justin D Meyer

Title S.V.P. Mechanical & Engineering

**CITY OF LAREDO, TEXAS**

By _____

Printed Name Joseph W. Neeb

Title City Manager

RMZ

Attest _____
Mario I. Maldonado Jr.
City Secretary

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Introductory Ordinance 4.**

**SUBJECT**
An Introductory Ordinance of The City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, specifically Section 2-87.7-Policy (C.) (12)(A.) by providing for a two and a half percent (2.5%) Cost of Living Adjustment (COLA); a one and a half percent adjustment (1.5%) to the wage schedule and a tenure achievement adjustment pay for all City of Laredo full-time Employees who have completed one consecutive year of employment with the City of Laredo; except Contract Employees, Interns, Cooperative Education Program Employees (Co-Ops), Elected Officials, Temporary Contract Labor Employees, and Firefighters and Police Officers Governed by the Terms of Collective Bargaining Agreement; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As Amended).

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

**PREVIOUS COUNCIL ACTION**
On August 14, 2025, City Council approved a 2.5% Cost of Living Adjustment (COLA), 1.5% adjustment to the wage schedule and 1.5% tenured achievement adjustment pay to all qualified City of Laredo Employees.

**BACKGROUND**
For FY 2025-2026, City Council consideration includes approval of a 2.5% Cost of Living Adjustment (COLA), a 1.5% wage schedule adjustment, and a 1.5% Tenure Achievement Pay for eligible employees. These adjustments aim to preserve employees' purchasing power, support workforce retention, and promote fairness in alignment with rising living costs.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that City Council approve this item.

**Fiscal Impact**

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

**FINANCIAL IMPACT:**
Pay adjustments will be accounted for in each department's budget.

**INTRODUCTORY ORD NO. 2025-O-**

**AN INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 6 (PAY ADMINISTRATION), OF THE CITY OF LAREDO CODE OF ORDINANCES, SPECIFICALLY SECTION 2-87.7-POLICY (c.)(12)(a.) BY PROVIDING FOR A TWO AND A HALF PERCENT (2.5%) COST OF LIVING ADJUSTMENT (COLA); A ONE AND A HALF PERCENT ADJUSTMENT (1.5%) TO THE WAGE SCHEDULE AND A TENURE ACHIEVEMENT ADJUSTMENT PAY FOR ALL CITY OF LAREDO FULL-TIME EMPLOYEES WHO HAVE COMPLETED ONE CONSECUTIVE YEAR OF EMPLOYMENT WITH THE CITY LAREDO EXCEPT CONTRACT EMPLOYEES, INTERNS, COOPERATIVE EDUCATION PROGRAM EMPLOYEES (CO-OPS), ELECTED OFFICIALS, TEMPORARY CONTRACT LABOR EMPLOYEES, AND FIREFIGHTERS AND POLICE OFFICERS GOVERNED BY THE TERMS OF COLLECTIVE BARGAINING AGREEMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE (AS AMENDED).**

**WHEREAS,** the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

**WHEREAS,** the City Council shall approve the *two and a half percent (2.5%)* Cost of Living Adjustment (COLA) to the FY 25-26; and

**WHEREAS,** the City Council shall approve a *one and a half (1.5%)* wage schedule adjustment for FY 25-26; and

**WHEREAS,** the City Council shall approve a *Tenure Achievement Pay adjustment of one and a half percent (1.5%) for those employees that have completed one consecutive year of employment with the City of Laredo* excluding full time contract employees, interns, cooperative education program employees (co-ops), elected officials, temporary contract labor employees, and firefighters and police officers governed by the terms of a collective bargaining agreement; and

**WHEREAS,** a Cost of Living (COLA) is to maintain the purchasing power of employees' wages or benefits by adjusting them in line with inflation thus enhance fairness, attract and retain talent and support financial planning in acknowledgement of rising living costs.

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

**Section 1:** Chapter 2, Article II, Division 6 (Pay Administration) Section 2-87.7 Policy (c.)(8)(a.) is hereby amended as follows:

(8) Effective October 1, ~~2024~~ *2025*, the City's wage schedule shall be amended as follows:

a. All rates of pay in all grades in the wage schedule will be increased by the Cost of Living Adjustment of ~~3% percent~~ *two and a half (2.5%)* effective October 1, ~~2023~~ ~~2024~~ *2025*.
b. Henceforth the City of Laredo's wage schedule will consist of a rate rage with a minimum, midpoint, and maximum rate of pay and adjusted by one and a half percent (1.5%). (See Exhibit A-1, incorporated herein by reference).
**c. Employee Pay Grade Exception, establishing a provision for employees who have exceeded the maximum authorized pay for their current pay grade due to long tenure and exceptional performance, ensuring that their compensation continues to reflect their value to the organization while maintaining equitable pay practices. This exception aims to balance recognizing the contributions of long-serving employees while maintain fairness and transparency in compensation practices. This exception is only to those employees identified by the Human Resources and Financial Services departments.**

**Section 2:** Effective Date: COLA 2.5% and Wage Scale Adjustment, this ordinance shall become effective October 1, 2025.

**Section 3:** Effective Date April 1, 2026: *Eligibility-Tenure Achievement Adjustment Pay Regular full-time and part-time employees (excluding full-time contract employees, interns, cooperative education program employees (co-ops), elected officials, temporary contract labor employees, and firefighters and police officers governed by the terms of a collective employment by March 31, 2026 will not qualify for the Tenure Achievement Pay.*

**Section 4:** The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinance shall main in full force and effect.

**Section 5:** Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.**

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

# CITY OF LAREDO
# PROPOSED WAGE SCHEDULE
# EFFECTIVE OCTOBER 1, 2025

| | Grade | Minimum | Midpoint | Maximum |
|---|---|---|---|---|
| **HOURLY** | **201** | 13.670 | 17.090 | 20.510 |
| **BI-WEEKLY** | | 1,093.60 | 1,367.20 | 1,640.80 |
| **MONTHLY** | | 2,369.47 | 2,962.27 | 3,555.07 |
| **ANNUAL** | | 28,433.60 | 35,547.20 | 42,660.80 |
| **HOURLY** | **202** | 14.760 | 18.450 | 22.140 |
| **BI-WEEKLY** | | 1,180.80 | 1,476.00 | 1,771.20 |
| **MONTHLY** | | 2,558.40 | 3,198.00 | 3,837.60 |
| **ANNUAL** | | 30,700.80 | 38,376.00 | 46,051.20 |
| **HOURLY** | **203** | 15.94 | 19.93 | 23.91 |
| **BI-WEEKLY** | | 1,275.20 | 1,594.40 | 1,912.80 |
| **MONTHLY** | | 2,762.93 | 3,454.53 | 4,144.40 |
| **ANNUAL** | | 33,155.20 | 41,454.40 | 49,732.80 |
| **HOURLY** | **204** | 17.37 | 21.72 | 26.06 |
| **BI-WEEKLY** | | 1,389.60 | 1,737.60 | 2,084.80 |
| **MONTHLY** | | 3,010.80 | 3,764.80 | 4,517.07 |
| **ANNUAL** | | 36,129.60 | 45,177.60 | 54,204.80 |
| **HOURLY** | **205** | 18.93 | 23.67 | 28.40 |
| **BI-WEEKLY** | | 1,514.40 | 1,893.60 | 2,272.00 |
| **MONTHLY** | | 3,281.20 | 4,102.80 | 4,922.67 |
| **ANNUAL** | | 39,374.40 | 49,233.60 | 59,072.00 |
| **HOURLY** | **206** | 20.63 | 25.79 | 30.95 |
| **BI-WEEKLY** | | 1,650.40 | 2,063.20 | 2,476.00 |
| **MONTHLY** | | 3,575.87 | 4,470.27 | 5,364.67 |
| **ANNUAL** | | 42,910.40 | 53,643.20 | 64,376.00 |
| **HOURLY** | **207** | 22.49 | 28.12 | 33.74 |
| **BI-WEEKLY** | | 1,799.20 | 2,249.60 | 2,699.20 |
| **MONTHLY** | | 3,898.27 | 4,874.13 | 5,848.27 |
| **ANNUAL** | | 46,779.20 | 58,489.60 | 70,179.20 |
| **HOURLY** | **208** | 24.51 | 30.64 | 36.77 |
| **BI-WEEKLY** | | 1,960.80 | 2,451.20 | 2,941.60 |
| **MONTHLY** | | 4,248.40 | 5,310.93 | 6,373.47 |
| **ANNUAL** | | 50,980.80 | 63,731.20 | 76,481.60 |
| **HOURLY** | **209** | 26.96 | 33.70 | 40.44 |
| **BI-WEEKLY** | | 2,156.80 | 2,696.00 | 3,235.20 |
| **MONTHLY** | | 4,673.07 | 5,841.33 | 7,009.60 |
| **ANNUAL** | | 56,076.80 | 70,096.00 | 84,115.20 |

# PROPOSED WAGE SCHEDULE
# EFFECTIVE OCTOBER 1, 2025

| | Grade | Minimum | Midpoint | Maximum |
|---|---|---|---|---|
| **HOURLY** | **210** | 29.66 | 37.08 | 44.49 |
| **BI-WEEKLY** | | 2,372.80 | 2,966.40 | 3,559.20 |
| **MONTHLY** | | 5,141.07 | 6,427.20 | 7,711.60 |
| **ANNUAL** | | 61,692.80 | 77,126.40 | 92,539.20 |
| **HOURLY** | **211** | 32.63 | 40.79 | 48.95 |
| **BI-WEEKLY** | | 2,610.40 | 3,263.20 | 3,916.00 |
| **MONTHLY** | | 5,655.87 | 7,070.27 | 8,484.67 |
| **ANNUAL** | | 67,870.40 | 84,843.20 | 101,816.00 |
| **HOURLY** | **212** | 36.22 | 45.28 | 54.33 |
| **BI-WEEKLY** | | 2,897.60 | 3,622.40 | 4,346.40 |
| **MONTHLY** | | 6,278.13 | 7,848.53 | 9,417.20 |
| **ANNUAL** | | 75,337.60 | 94,182.40 | 113,006.40 |
| **HOURLY** | **213** | 40.20 | 50.25 | 60.30 |
| **BI-WEEKLY** | | 3,216.00 | 4,020.00 | 4,824.00 |
| **MONTHLY** | | 6,968.00 | 8,710.00 | 10,452.00 |
| **ANNUAL** | | 83,616.00 | 104,520.00 | 125,424.00 |
| **HOURLY** | **214** | 44.62 | 55.78 | 66.93 |
| **BI-WEEKLY** | | 3,569.60 | 4,462.40 | 5,354.40 |
| **MONTHLY** | | 7,734.13 | 9,668.53 | 11,601.20 |
| **ANNUAL** | | 92,809.60 | 116,022.40 | 139,214.40 |
| **HOURLY** | **215** | 49.53 | 61.92 | 74.30 |
| **BI-WEEKLY** | | 3,962.40 | 4,953.60 | 5,944.00 |
| **MONTHLY** | | 8,585.20 | 10,732.80 | 12,878.67 |
| **ANNUAL** | | 103,022.40 | 128,793.60 | 154,544.00 |
| **HOURLY** | **216** | 54.98 | 68.73 | 82.47 |
| **BI-WEEKLY** | | 4,398.40 | 5,498.40 | 6,597.60 |
| **MONTHLY** | | 9,529.87 | 11,913.20 | 14,294.80 |
| **ANNUAL** | | 114,358.40 | 142,958.40 | 171,537.60 |
| **HOURLY** | **217** | 59.21 | 76.98 | 94.74 |
| **BI-WEEKLY** | | 4,736.80 | 6,158.40 | 7,579.20 |
| **MONTHLY** | | 10,263.07 | 13,343.20 | 16,421.60 |
| **ANNUAL** | | 123,156.80 | 160,118.40 | 197,059.20 |
| **HOURLY** | **218** | 65.13 | 84.67 | 104.21 |
| **BI-WEEKLY** | | 5,210.40 | 6,773.60 | 8,336.80 |
| **MONTHLY** | | 11,289.20 | 14,676.13 | 18,063.07 |
| **ANNUAL** | | 135,470.40 | 176,113.60 | 216,756.80 |

# PROPOSED WAGE SCHEDULE
# EFFECTIVE OCTOBER 1, 2025

| | Grade | Minimum | Midpoint | Maximum |
|---|---|---|---|---|
| **HOURLY** | **219** | 70.28 | 93.12 | 115.96 |
| **BI-WEEKLY** | | 5,622.40 | 7,449.60 | 9,276.80 |
| **MONTHLY** | | 12,181.87 | 16,140.80 | 20,099.73 |
| **ANNUAL** | | 146,182.40 | 193,689.60 | 241,196.80 |
| **HOURLY** | **220** | 77.31 | 102.44 | 127.56 |
| **BI-WEEKLY** | | 6,184.80 | 8,195.20 | 10,204.80 |
| **MONTHLY** | | 13,400.40 | 17,756.27 | 22,110.40 |
| **ANNUAL** | | 160,804.80 | 213,075.20 | 265,324.80 |
| **HOURLY** | **221** | 85.04 | 112.68 | 140.32 |
| **BI-WEEKLY** | | 6,803.20 | 9,014.40 | 11,225.60 |
| **MONTHLY** | | 14,740.27 | 19,531.20 | 24,322.13 |
| **ANNUAL** | | 176,883.20 | 234,374.40 | 291,865.60 |

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Second Reading 5.**

**SUBJECT**
An ordinance amending Ordinance # 2023-O-200 authorizing the City Manager to grant a non-exclusive franchise to Ramco Waste, LLC DBA Frontera Waste to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; Providing a severability clause, a savings clause and an effective date. Franchise fees will be deposited in the General Fund.

**PREVIOUS COUNCIL ACTION**
None

**BACKGROUND**
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Passage of the Ordinance

### Fiscal Impact

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

**FINANCIAL IMPACT:**
Franchise will pay 4% of gross revenues on a quarterly basis to the general fund account 101-0000-381-1220.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE # 2023-O-200 AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO RAMCO WASTE, LLC DBA FRONTERA WASTE TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

**WHEREAS**, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

**WHEREAS**, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

**WHEREAS,** the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

**WHEREAS,** Ramco Waste, LLC DBA Frontera Waste reference Ordinance No# 2023-O-200 is being amended to include the DBA Frontera Waste and is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

**WHEREAS,** Ramco Waste, LLC DBA Frontera Waste and has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

**WHEREAS**, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

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

**Section I.** The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

**Section II.** The terms and conditions of the Non-Exclusive Franchise Agreement under which Ramco Waste, LLC DBA Frontera Waste shall be granted the non-exclusive rights to provide solid waste collection and

disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

**Section III.** The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

**Section IV.** Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section V.** Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

**Section VI.** The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, Ramco Waste, LLC DBA Frontera Waste., in a newspaper of general circulation within five (5) days following each of the readings thereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____ 2025.**

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

**NON-EXCLUSIVE FRANCHISE AGREEMENT**

**STATE OF TEXAS §**

**COUNTY OF WEBB §**

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this __day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Ramco Waste, LLC DBA Frontera Waste a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

**RECITALS**

**WHEREAS,** the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

**WHEREAS**, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

## I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct, maintain and operate in and upon the present and, future streets, alleys, highways, parkways and

other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

## II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2035.

## III. FRANCHISE FEE

**A.** In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

**B.** In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

**C.** Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

**D.** It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

**E.** Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

**F.** It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

## IV. SERVICE RATES

**A.** GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

**B.** The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

**C.** A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

**Roll Off Services:**

| Container Size | Delivery Fee | Hauling Fee | Tonnage Fee/Per Ton |
|---|---|---|---|
| 30 Yds | $75.00 | $245.00 | $46.50 |

**Front Loader Services:**

| Container Size | Delivery Fee | Hauling Fee | Tonnage Fee/Per Ton |
|---|---|---|---|
| 8 Yds | $75.00 | $200.00 | $46.50 |
| 6 Yds | $75.00 | $175.00 | $46.50 |
| 4 Yds | $75.00 | $165.00 | $46.50 |
| 2 Yds | $75.00 | $125.00 | $46.50 |

Plus all applicable taxes

**D.** It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

## V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

## VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

## VII. RECORDS

**A.** The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

**B.** GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

**C.** Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

**D.** City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

**E.** GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

**1).** A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

**2).** A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

**3).** Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

**4).** A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

**5).** A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

**F.** GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

**G.** GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

**H.** GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

## VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

## IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

**A.** GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

**B.** All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

**X. INDEMNIFICATION**

**THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:**

**(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR**

**(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR**

**(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT**

**OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.**

## XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

**A. Workers Compensation**. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

**B. Automobile Liability Insurance**. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

**C. General Liability.** GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

## XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

## XIII. LANDFILL FACILITIES

**A.** GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

**B.** GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

**C.** GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

## XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

## XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be effected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
**c/o City Manager**
**P. O. Box 579**
**Laredo, Texas 78042**

GRANTEE: **Ramco Waste, LLC DBA Frontera Waste**
**c/o Carlos H. Ramirez**
**P.O. Box 451769**
**Laredo, TX. 78045**

## XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

## XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

## XVII. DEFAULT AND TERMINATION

**A.** The occurrence of any of the following shall be an event of default under this Agreement:

**1).** The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

**2).** The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

**4).** Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

**B.** If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall

thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

**C.** The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

**D.** In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

**XVIII. LIQUIDATED DAMAGES**

**A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:**

**1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.**

**2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.**

**3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.**

**B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.**

**C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.**

## XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

## XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other 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 ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

## XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

## XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions

or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the Director or Grantee, and approved by City Council.

**XXIII. SAVINGS CLAUSE**

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**XXIV. WRITTEN AMENDMENT**

This Agreement may be amended only by an ordinance duly adopted by the City Council.

**XXV. EFFECTIVE DATE**

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

**ACCEPTED AND AGREED TO ON BEHALF OF Ramco Waste, LLC DBA Frontera Waste**

**By: _____**

**Carlos H. Ramirez**
**Printed Name of Officer or Authorized Person:**
**Title:_____**
**(Capacity of Signer)**

**Dated this___day of_____, 2025.**

**STATE OF TEXAS** §
§
**COUNTY OF WEBB** §

I, Mario I. Maldonado, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2025.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2025.

_____
Mario I. Maldonado, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

## Exhibit A

**Roll Off Services:**

| Container Size | Delivery Fee | Hauling Fee | Tonnage Fee/Per Ton |
|---|---|---|---|
| 30 Yds | $75.00 | $245.00 | $46.50 |

**Front Loader Services:**

| Container Size | Delivery Fee | Hauling Fee | Tonnage Fee/Per Ton |
|---|---|---|---|
| 8 Yds | $75.00 | $200.00 | $46.50 |
| 6 Yds | $75.00 | $175.00 | $46.50 |
| 4 Yds | $75.00 | $165.00 | $46.50 |
| 2 Yds | $75.00 | $125.00 | $46.50 |

Plus all applicable taxes

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 503)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 805158331 9/3/2024**
**Document #: 1399050460003**
**Image Generated Electronically**
**for Web Filing**

# ASSUMED NAME CERTIFICATE
# FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

**Frontera Waste**

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

**Ramco Waste, LLC**

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **09/03/2034**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

**P. O. Box 451769, Laredo, TX, USA 78045**

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

**ALL COUNTIES LISTED BELOW:**
**ATASCOSA, BROOKS, DIMMIT, DUVAL, FRIO, HIDALGO, JIM HOGG, JIM WELLS, KINNEY, LA SALLE, MAVERICK, MCMULLEN, MEDINA, STARR, UVALDE, VAL VERDE, WEBB, ZAPATA, ZAVALA,**

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

**Ramco Waste, LLC**

**Name of the entity**

By: **Carlos Ramirez**

**Signature of officer, general partner, manager, representative or attorney-in-fact of the entity**

**FILING OFFICE COPY**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Third and final reading 6.**

**SUBJECT**
Third and Final Reading of Ordinance of the City of Laredo, Texas, granting Medina Electric Cooperative, Inc., its legal representatives, successors, lessees and assigns, as the grantee herein, certain powers, licenses, rights-of-way, privileges and franchise to construct and maintain in the City of Laredo, Texas, as now or hereafter constituted, an electric power utility system in said city and to use the bridges, other structures, places and public grounds in said city for a period of five (5) years with one (1), five (5) year renewal period subject to renegotiation by the parties; and prescribing certain rights, duties, terms and conditions herein mentioned and providing for the payment to city a percentage of certain receipts of grantee from its operations therein; and providing for the acceptance of this ordinance by grantee; and containing a saving clause, and providing for publications and an effective date.

**PREVIOUS COUNCIL ACTION**
Ordinance No. 98-0-195 approved by City Council on August 1998.
Public Hearing and Introductory Ordinance was approved 08/04/2025 and the Second Reading of Ordinance on 08/18/2025.

**BACKGROUND**
Medina Electric Cooperative, Inc, has a franchise fee with the City of Laredo (Ordinance No. 98-O-195). The current ordinance is expired; therefore, the City of Laredo proposes a five-year, renewable non-exclusive franchise agreement with Medina Electric Cooperative, granting it the right to construct, operate, and maintain an electric transmission and distribution system within public ways and structures of the city. In exchange for these rights, Medina Electric will pay the city six percent of its gross receipts quarterly, comply with city and state regulations, ensure non-discriminatory service, maintain infrastructure standards, and make a one-time settlement payment for prior obligations. The franchise is contingent upon formal written acceptance and allows for renewal subject to renegotiation. Beginning April 1, 2025, the Cooperative shall pay to the City six percent (6%) of its gross receipts in accordance with this ordinance.

**COMMITTEE RECOMMENDATION**
N//A

**STAFF RECOMMENDATION**
Staff recommends approval of Third and Final Reading of Ordinance.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | N |
| Source of Funds: | General Fund |
| Account #: | 101-0000-381-1010 |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**

Any revenues generated as a result of this franchise fee agreement shall be deposited in the City's General Fund- Utilities Franchise/Electric System account.

**FINAL READING OF ORDINANCE # 2025-O-161**

**FINAL READING OF ORDINANCE OF THE CITY OF LAREDO, TEXAS, GRANTING MEDINA ELECTRIC COOPERATIVE, INC., ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, AS THE GRANTEE HEREIN, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT AND MAINTAIN IN THE CITY-OF LAREDO, TEXAS, AS NOW OR HEREAFTER CONSTITUTED, AN ELECTRIC POWER UTILITY SYSTEM IN SAID CITY AND TO USE THE BRIDGES, OTHER STRUCTURES, PLACES AND PUBLIC GROUNDS IN SAID CITY FOR A PERIOD OF FIVE (5) YEARS WITH ONE (1), FIVE (5) YEAR RENEWAL PERIOD SUBJECT TO RENEGOTIATION BY THE PARTIES; AND PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED AND PROVIDING FOR THE PAYMENT TO CITY A PERCENTAGE OF CERTAIN RECEIPTS OF GRANTEE FROM ITS OPERATIONS THEREIN; AND PROVIDING FOR THE ACCEPTANCE OF THIS ORDINANCE BY GRANTEE; AND CONTAINING A SAVING CLAUSE, AND PROVIDING FOR PUBLICATIONS AND AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO:**

PART 1.

SECTION 1. Definitions

1.1 For the Purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, and whenever the sense of the test requires: (1) words used in the present tense include the future, (2) words in the plural number include the singular number, (3) words in the singular number include the plural number, and (4) the use of any gender shall be applicable to all genders. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1.2 "City" shall mean the City of Laredo, Texas, a municipal corporation in the State of Texas, as constituted as of the effective date of this Ordinance or as may hereafter be constituted.

1.3 "Cooperative" shall mean the Medina Electric Cooperative, Inc., a rural electric cooperative organized and existing under and by virtue of the laws of the State of Texas, and authorized to transact and actually transacting business in the State of Texas, together with its legal representatives, successors, lessees, and assigns.

1.4 "City Manager" shall mean the City Manager of the City or the manager's authorized designee.

1.5 “Consumer” shall mean any person or organization receiving and using electric utility service from the Cooperative for his or her own appliances or equipment whether or not the electricity is billed directly to him or her, or to a second party. For example, in the case of a rental unit where the cost of utilities is part of the rent the landlord is a Customer, as defined herein, and the tenant is the Consumer.

1.6 “Council” shall mean the governing body of the City of Laredo.

1.7 “Customer” shall mean any person or organization being billed for electric utility service whether used by that person or organization, or by others.

1.8 “Director of Financial Services” shall mean the Director of the Financial Services Department of the City of Laredo, or its successor Department. The term shall also mean the Director’s successor in function.

1.9 “Director of Public Works and Transportation” shall mean the Director of Public Works and Transportation Department of the City of Laredo, or its successor Department. The term shall also mean the Director’s successor in function.

1.10 “Transmission and Distribution system” shall mean all interrelated lines, equipment, poles, installations and systems, fixtures, and other facilities or appurtenances including substation facilities used or necessary for the transmission and distribution of electric utility service to consumers or customers in the City and its environs by the Cooperative.

1.11 “Franchise” shall mean this Ordinance, and all rights and obligations established herein or as amended.

1.12 “Electricity or electric utility service” shall mean energy (kWh) and power (kW) sold, distributed, conveyed, or otherwise conducted, served, supplied, and furnished to inhabitants of the City and others, and to the City, where applicable, by the Cooperative.

1.13 “Gross Receipts” shall mean the total amount collected by the Cooperative from any and all customers from the retail sale of any type of utility services within the City. **(Reimbursement of costs or in aid of construction shall be excluded from this definition)**

1.14 “Pole Rental Agreements” means the standard agreement prescribed and used by Medina Electric Cooperative and any person attaching equipment, lines or cable to the Cooperatives electric utility poles.

1.15 “Public Easement” or “Easement” shall mean those easements held, owned or controlled by the City, and the terms, conditions or limitations upon such easements that are not inconsistent with the construction or maintenance of an electric transmission and distribution system.

1.16 "Sidewalk" shall mean a paved area, within the street right-of-way or sidewalk easement. Specifically designed for pedestrians or bicyclists.

1.17 "Street", "Avenue" or "Alley" shall mean a publicly dedicated or maintained right-of-way, a portion of which, is open to used by the public for vehicular travel.

1.18 "Public way" shall mean streets, avenues, casements (other than private easements obtained by the Cooperative), rights-of-way, alleys, highways, grounds of the City and beneath the surface of the same as they now or hereafter may exist and as defined herein. It shall also mean sidewalks, bridges (except international bridges) and other structures, places and public grounds of the City, as they now or hereafter may exist and as defined herein.

1.19 "City utility" shall mean any utility service provided by the City including, but not limited to electric, water, and/or sewer utility service.

1.20 "Cooperative's Service Regulations" shall mean the Service Regulations of the Cooperative, as are now, or shall in the future be approved by the Public Utility Commission, the City Council of the City of Laredo, or any other regulatory authority that has jurisdiction.

SECTION 2. Granting of Franchise

2.1 There is hereby granted to the Cooperative a non-exclusive franchise to maintain, construct, equip, extend, replace, alter, and otherwise establish in the City a transmission and distribution system for the provision of electric utility service. It is understood that this franchise authorizes only such transmission and distribution system as is necessary or appropriate to provide electric utility service.

a) In accordance with and during the term of this franchise grant, the Cooperative is hereby granted passage and right-of-way in, under, along and across, any and all public ways. The Cooperative is further granted the right to occupy and use in any lawful way, said public ways in accordance with and during the term of this franchise or any extensions thereto. This occupancy and use are granted solely for the services, uses, effects, and lawful purposes described herein.
b) Nothing herein shall be constructed to require or authorize the Cooperative to exceed its certification rights granted by the Public Utility Commission of Texas.
c) The Cooperative shall, except in the case of a bona fide emergency, provide ten (10) calendar days' notice to the City Engineer, Director of Public Works and Traffic Safety Manager before commencing any excavation in the paved portion of any public way. In the case of a bonafide emergency the Cooperative shall provide notice to the Director of Public Works and Transportation of any excavation as soon as reasonably practicable.

2.2 The Cooperative shall, prior to constructing any facilities within City parks or on land hereafter designated as a City park, comply with all applicable State laws, including Chapter 26 of the Texas Parks and Wildlife Code, and with all applicable City rules and regulations.

2.3 The operation and construction, and maintenance of the Cooperative's transmission and distribution system and other property subject to this franchise shall be subject, to all applicable laws of the United States, the State of Texas, the City Charter, and City Ordinances, rules and regulations. The venue for all causes of action arising under this Ordinance shall be in the District Court of Webb County, Texas.

2.4 The initial term of this franchise shall be for a period of Five (5) years, from the effective date of this Ordinance. At the end of the initial term, the term may be, renewed for one additional Five (5) year period, subject to renegotiation by the parties, unless (I) the Cooperative is in default under the terms of this Ordinance and written notice is given to the Cooperative by the City or written notice is given to the City by the Cooperative.

a) The written notice must be provided 120 days before the end of the initial term. The notice shall specify either the desire to reconsider renewal of this franchise or desire to terminate this franchise, in which event this franchise shall either be renegotiated or terminated at the end of the initial term.

2.5 The Cooperative shall not transfer this franchise or any rights and privileges granted herein without written approval of the Council expressed by Ordinance. Such approval shall not be unreasonably withheld. Once approved, the Cooperative shall provide written notice of the actual transfer within thirty (30) days of the completion of the transfer.

SECTION 3. Acceptance by the Cooperative

3.1 This franchise shall not become effective until accepted by the Cooperative in writing. The acceptance shall be filed with the City within sixty (60) days following the final adoption of this Ordinance by the Council. Upon acceptance by the Cooperative, this Ordinance shall be a contract, duly executed by and between the City and the Cooperative.

SECTION 4. Service

4.1 Electric utility service shall be provided by means of the Cooperative's transmission and distribution system which shall be located within the public right-of-ways, private property, and/or where they are presently located. The Cooperative shall use reasonable efforts to assure that all future location of the transmission and distribution systems shall not unreasonably interfere with the flow of water in any gutter or drain; the operations or facilities of any City utility, any television cable, telephone facilities, traffic control signals, street lights, fire lines or other communication lines, or ordinary travel on the streets or sidewalks.

4.2 The location and route of all Cooperative transmission and distribution system facilities shall be subject to:

a) The lawful, reasonable and proper control of the City; and
b) All ordinances, laws, rules, regulations, and Charter provisions of the City now in force or that may hereafter be passed and adopted which arc not inconsistent with this Ordinance.

4.3 The surface of any public way distributed by the Cooperative in the construction or maintenance of its transmission and distribution system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of the work. The City shall have thirty (30) days from the date of such restoration, to determine whether the restored surface requires additional work to place it in as good a condition as before the commencement of the work. If the City makes such determination, the Cooperative shall perform all additional restoration work to the reasonable satisfaction of the City. No public way shall be encumbered for a period longer than reasonably necessary to complete all work.

4.4 The Cooperative shall not unreasonably discriminate in furnishing electric utility service on the terms provided in the Cooperative's Service regulations and line extension policy, as in effect from time to time. The Cooperative shall not deny electric utility service, or otherwise discriminate against applicants for service, customers, or customers on the basis of race, color, religion, national origin, sex, or sexual orientation. Electric utility service shall be provided to all areas of the City for which the Cooperative holds a valid Certificate of Convenience and Necessity issued by the Public Utility Commission of Texas.

4.5 The Cooperative shall maintain its property and transmission and distribution system in good order and condition, consistent with the needs of the service to be rendered therefrom. The City recognizes and agrees that the Cooperative shall retain full title in, and right to, its personal property, whether or not the same is incorporated in real estate.

4.6 The City, at any time, may make reasonable inquiries pertaining to this Ordinance, and the Cooperative shall respond to such inquires on a timely basis.

4.7 The Cooperative shall keep the City informed concerning the Cooperative's conservation programs. Upon request, the Cooperative shall deliver to the City a copy of the energy efficiency plan, if any, required to be filed by the Cooperative with the Public Utility Commission of Texas pursuant to the rules and regulations of that Commission.

SECTION 5. Uses of Streets and Easements

5.1 The Cooperative is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and using the privileges granted and described by this franchise. Provided, however, that such activities shall not conflict with existing water pipes, sewer, electric power lines, telephone lines, cable television

lines and other authorized installations. Provided also, that all work done in the public ways by the Cooperative shall be done with reasonable diligence and without unreasonable inconvenience to the public or individuals.

5.2 By the grant of authority described in Section 5.1, it is not the intention of either the City or the Cooperative to create any liability, right or claim for the benefit of third parties and this franchise is intended and shall be construed for the sole benefit of the City and the Cooperative.

SECTION 6. Work by the City and Others

6.1 The City reserves the right to lay, to permit to be laid, sewer, cable television, water, telephone, electric and other lines, cables and conduits and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under any public way occupied by the Cooperative. Without waiving any Constitutional or statutory prohibitions to the contrary, the City shall only be liable to the extent permitted by law to the Cooperative for the damage, if any, to the Cooperative's transmission and distribution system which is the result of the negligence or willful misconduct of the City or its employees. The City shall nor be liable, under any circumstances, for damage caused to the Cooperative as a result of work done by persons other than the City's employees, or the City's agents or contractors unless the specific actions taken or specific work done by the City's agents or contractors which is the subject of the claim for damages was performed under the direction, supervision and control of the City. By this agreement it is not the intention of either the City of the Cooperative that the City assume liability in general for the negligence or willful misconduct of the City's agents or contractors for any and all work performed by them for or on behalf of the City, but only in the limited circumstances described above. Removal and relocation expenses incurred by the Cooperative shall be reimbursed by the person whom the removal or relocation is made, except as provided in Section 7.

SECTION 7. Changes for Governmental Purposes

7.1 If during the period of this franchise, the City shall elect to widen or straighten any public way, or any water pipe, waste water pipe, or any overhead or underground structure within the corporate limits of the City, so as to conflict with the transmission or distribution system of the Cooperative, the Cooperative shall remove or relocate, as necessary, that portion of its transmission or distribution system of the Cooperative shall be at the Cooperative's expense; provided however, that the City shall provide appropriate easement or Public Right-of-Way alongside the relocated or straightened Public Right-of-Way or facility in which the cooperative may relocate its distribution or transmission equipment. In newly annexed property, the City shall pay for costs of relocation of transmission and distribution lines that exist on private property prior to annexation, if necessary.

7.2 Schedules for the work contemplated by Section 7.1 shall be developed by designated representatives of the Cooperative and the City. If such representatives cannot agree on

the schedule, the City manager, after consultation with the Cooperative, shall establish a schedule. This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to the cooperative and the time that any specific work to be done by the Cooperative covered in the schedule is to begin, unless otherwise mutually agreed to in writing by the parties.

7.3 The work contemplated by this Section that is funded, in whole or in part, which federal or state highway moneys, the federal government or state may provide compensation for utility adjustments. If such compensation is provided, the City shall request that compensation for utility adjustments. If such compensation is provided, the City shall request that compensation also be provided to the Cooperative by the funding authority. If the City receives such compensation, it shall deliver to the Cooperative that portion of the compensation attributable to the Cooperative's costs of removal or relocation.

SECTION 8. Captions and Severability

8.1 The use of captions or headings for various sections of this Ordinance are for the convenience of the parties only and do not reflect the intent of the parties. This Ordinance shall be construed and deemed to have been drafter by the combined efforts of the city and the Cooperative.

8.2 Notwithstanding anything contained herein to the contrary, in the event that any part of this Ordinance is declared by any court of law to be unenforceable, void, unlawful, or otherwise inapplicable, the remainder of the provisions of this Ordinance shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In such event, the level of compensation to be provided to the City shall continue to be comparable to that set forth in this Ordinance.

SECTION 9. Fees

9.1 The City and the Cooperative agree that the public way to be used by the Cooperative in the operation of its transmission and distribution system is valuable public property acquired and maintained by the City at the expense of its taxpayers. The City and the Cooperative agree that the City will incur costs in regulating and administering the franchise granted by this Ordinance ("administration costs"). In consideration of the use of the public right of way the Cooperative shall, through the term of this franchise, pay to the City six percent (6%) of its Gross receipts per fiscal year quarter, in each case payable quarterly as specific in Section 9.4 and 9.4(a), (b), and (c).

9.2 The City and the Cooperative recognize that the Cooperative may enter into franchise agreements after the effective date of this franchise with other municipalities. The City and the Cooperative further recognize that the Cooperative may agree to pay for the use of said municipality's public rights-of-way amount, however characterized, greater than six (6%) percent of the Cooperative's gross receipts in said municipality. In such event the Cooperative's payments

under this section shall be increased to an amount equal to that proportionately higher rate of the Cooperative's said gross receipts within the City. The Cooperative's payments shall be increased pursuant to this section in those instances in which the Cooperative enters into such agreements or renews or extends a franchise agreement adopted by any municipality on or after the effective date of this Ordinance.

a) The increased payments to the City provided by this section shall be subject to the same method or terms of collecting of such fee from Cooperative's customers. The Cooperative shall notify the City of such increase within Thirty (30) days of the other payments effective data. Collections of the franchise fee and payments to the City will be based on such higher rate from the first date of the first month next following the date the City accepts and authorizes the increase. The City's acceptance and authorization shall be on the same terms as those in effect for the other municipality. The collection of the franchise fee and the increased payment shall continue until expiration of term of this franchise or until the expiration of the franchise agreement of such other municipality, whichever is earlier.
b) Nothing in this section shall alter or affect the dates upon which the payments specified in this franchise are payable or the period to which each of said payments are referable as provided in Section 9.1.

9.3 The audit provisions of this franchise shall extend to any and all records of payments between other municipalities and the Cooperative.

a) The Cooperative's payments shall not be increased under this section in those instances in which the Cooperative succeeds to or is assigned an existing franchise through the acquisition by merger or otherwise of another electric utility.
b) Neither shall the increased payments contemplated by this Section take effect if the increased payments do not exceed three (3) years in the aggregate. This term may be increased by the City in the event that the City determines that the Cooperative and such other municipality are negotiating in good faith.

9.4 The franchise fee specified in Section 9.1 shall be payable quarterly to the City and shall be delivered to the City's Director of Financial Services, together with a statement indicating the derivation and calculation of the payment. Each quarterly payment shall be due on the 30th day of the first month following the end of the quarterly period for which the payment is due. The quarterly payment shall be based upon the Cooperative's gross receipts during that same quarterly period and shall represent payment for the rights and privileges granted to the Cooperative by this franchise for said calendar quarter.

a) The quarterly payments shall be due on January 30, April 30, July 30, and October 30 of each year during the term of this franchise.
b) The January 30th payment shall be based upon the Cooperative's gross receipts during the calendar quarter ending the prior December 31. The April 30, payment shall be based upon the Cooperative's gross receipts during the

calendar quarter ending March 31. The July 30 payment shall be based upon the Cooperative's gross receipts during the calendar quarter ending on June 30. The October 30 payment shall be based upon the Cooperative's gross receipts during the calendar quarter ending the prior September 30.

c) The first quarterly franchise payment provided by this Section shall be made on or before October 30, 2025, and is based upon the Cooperative's gross receipts during the calendar quarter beginning July 1, 2025 and ending September 30, 2025.

9.5 The purposes of verifying the amount of the franchise fee, the books of the Cooperative shall at all reasonable times be subject to inspection by the City Manager's designee.

9.6 The Cooperative shall file annually with the City's Director of Finance, no later than four (4) months after the end of the Cooperative's fiscal year, annual audited statements of the Cooperative. The certified public accountant preparing the statement shall certify that the statement is in accordance with applicable generally accepted accounting principles.

9.7 Except as provided in Section 9.7 the franchise fee shall be in lieu of:

a) Any and all other rentals or compensation or franchise, license, privilege, instrument, occupation, excise, or revenue taxes or fees;
b) All other exactions or charges or permits upon or relating to the business, revenue, franchise, transmission and distribution system, and other facilities or property of the Cooperative and its activities, in the City which relate to the operations of the Cooperative's electric utility system.

9.8 The franchise fee shall not be in lieu of:

a) Ad valorem property taxes, special assessments for local improvements, City sales tac, and such other charges for utility service imposed uniformly upon persons, firms, or corporations then engaged in business within the City; or,
b) Required reimbursements to the City for reasonable expenses incurred in employing consultants in rate proceedings to the extent permitted by law.

9.9 Should the City not have the legal power to agree that the payment of the franchise fee shall be in lieu of the fees and charges described in Section 9.1, the City agrees that it will apply as much of the franchise fee paid by the Cooperative necessary to and charges described in Section 9.1.

SECTION 10. Indemnity

10.1 The Cooperative agrees to indemnify, defend, and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, to the extent that they arise from the Cooperative's negligence or willful misconduct, and that of its agents and contractors, in connection with construction,

operation, or management of its transmission and distribution system, and form and against all costs, attorney fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and al claims arising from any breach or default on the part of the Cooperative in the performance of any covenant or agreement on the part of the cooperative to be performed pursuant to the terms of this agreement.

a) The City shall promptly notify the Cooperative of any claim or cause of action which may be asserted against the City relating to or covering any matter against which Cooperative has agreed, as set forth above, to indemnify, defend and save harmless the City, and the Cooperative shall promptly notify the City of any claim or cause of action which may be asserted against the Cooperative relating to or covering any matter against which the Cooperative has agreed, as set forth above, to indemnify and defend and save harmless the City.
b) The Cooperative serves the right, but not the obligation to create any liability, right, or claim for the benefit of third parties. This indemnification provision is intended and shall be construed for the sole benefit of the City and the Cooperative.

10.2 It is not the intention of wither the City or the Cooperative to create any liability, right, or claim for the benefit of third parties. This indemnification provision is intended and shall be construed for the sole benefit of the City and the Cooperative.

SECTION 11. Compensation for Past Periods

11.1 In recognition of the fact that the Cooperative has continued to remit franchise payments to the City in good faith under the expired franchise agreement authorized by Ordinance No. 98-0-195 since August 2018, the Cooperative agrees to remit to the City, upon acceptance of this franchise renewal, a one-time payment equivalent to five percent (5%) of its gross receipts for any unpaid balance between June 1, 2004 thru April 1, 2025. This amount shall constitute full and complete settlement of any and all franchise fee liabilities applicable to periods prior to April 1, 2025. Beginning April 1, 2025, the Cooperative shall pay to the City six percent (6%) of its gross receipts in accordance with this ordinance.

SECTION 12. Forfeiture and Termination

12.1 In addition to all other rights and powers retained by the City under this franchise or otherwise, City reserved the right to declare this franchise forfeited and to terminate the franchise and all rights and privileges of the Cooperative hereunder in the event of a material breach of its terms and conditions. A material breach by the Cooperative shall include, but not be limited to, the following:

a) Failure to pay the fee described by Section 9 herein;
b) A material misrepresentation of fact in the application for or negotiation of the franchise: and
c) Conviction of any director, offices, employee, or agent of the Cooperative of the offense of bribery or fraud connected with or resulting from the awarding of this franchise to the Cooperative.

12.2 The foregoing shall not constitute a material breach of this franchise if the violation occurs without the fault of the Cooperative or of its employees or occurs as a result of circumstances beyond the Cooperative's control. The Cooperative shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, offices, or employees, or agents.

12.3 To declare a forfeiture of this franchise, the City shall make written demand by certified mail, return receipt requested, that the Cooperative comply with any provision, rule, order or determination pursuant to or contained within this franchise. If the Cooperative fails to take expeditious effective action within thirty (30) days following receipts of the written demand to cure the violation, the Council may terminate the franchise. The City shall cause to be served upon the Cooperative, at least twenty (20) days prior to the date of consideration of termination of the franchise by the Council in open meeting, a written notice of Council's intent to consider such termination and the time and place of the meeting.

a) Upon meeting pursuant to notice, the Council shall: (1) hear and consider the issue, (2) hear any interested person, and (3) shall determine whether or not any violation by the Cooperative has occurred.
b) If the Council determines that a violation occurred and that the violation was the fault of the Cooperative and within its control, the Council may declare the franchise of the Cooperative forfeited and terminated. The Council may also take such appropriate action including, but not limited to, granting a period of time to cure the violation.

SECTION 13. Foreclosure, Receivership and Bankruptcy

13.1 The Cooperative shall notify the City within thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the Cooperative, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary, such notice to include where applicable the cause number and court involved.

SECTION 14. Local Customers Service Office

14.1 The parties hereby acknowledge and agree that neither the City nor the Cooperative currently operate a local customer service office within the City of Laredo, nor do they anticipate establishing such an office in the short term. In the interim, the Cooperative shall make every reasonable effort to provide remote customer service support to its accounts located within the City limits during normal business hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

PART 2.

In compliance with the provisions of the Charter of the City, this Ordinance, upon being introduced at a regular meeting of the Council, shall be read at three (3) separate regular meetings of the Council and shall not be passed finally until thirty (30) days after the first reading. Within five (5) days following each of its three (3) readings, the full text of this Ordinance shall be published or posted on the City's web portal or city newspaper. This ordinance shall take effect sixty (60) days after its final passage, if the franchise is accepted in writing by the Cooperative; and the Cooperative files its acceptance with the City Clerk of the City within sixty (60) days following the final adoption of this Ordinance by the Council in the following form:

To the Honorable Mayor and City Council:

Medina Electric Cooperative acting by and through the undersigned and authorized officer, hereby accepts, on this _____ day of _____, 2025, Ordinance No. _____, being franchise passed and adopted by the City of Laredo, Texas, duly approved by the Mayor and attested by the City Clerk on _____, 2025, the same being,

"AN ORDINANCE GRANTING TO MEDINA ELECTRIC COOPERATIVE, INC., ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, AS THE GRANTEE HEREIN, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT AND MAINTAIN IN THE CITY-OF LAREDO, TEXAS, AS NOW OR HEREAFTER CONSTITUTED, AND ELECTRIC POWER UTILITY SYSTEM IN SAID CITY AND TO USE THE BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID CITY FOR A PERIOD OF FIVE (5) YEARS WITH ONE (1), FIVE (5) YEAR RENEWAL PERIOD SUBJECT TO RENEGOTIATION BY THE PARTIES; AND PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED AND PROVIDING FOR THE PAYMENT TO SAID CITY OF A PERCENTAGE OF CERTAIN RECEIPTS OF GRANTEE FROM ITS OPERATIONS THEREIN; AND PROVIDING FOR THE ACCEPTANCE OF THIS ORDINANCE BY GRANTEE; AND CONTAINING A SAVING CLAUSE, AND PROVIDING FOR PUBLICATIONS AND AN EFFECTIVE DATE" and files herewith its acceptance of this franchise as required by the terms of the franchise ordinance.

IN TESTIMONY THEREOF, witness the corporate signature of the Medina Electric Cooperative by its duly authorized offices, this the _____ day _____, 2025.

MEDINA ELECTRIC COOPERATIVE, INC., a Texas Corporation

BY: _____

Herbert Grebe III, Chief Executive Officer

PART 3.

The City Clerk is hereby authorized and directed to make appropriate endorsements over his official hand and seal of the City, on a form provided at the conclusion of this Ordinance, of the dates upon which this Ordinance shall have been read at three (3) separate regular meetings of the Councils and the date of final passage of this Ordinance, and the date upon which the Ordinance shall take effect, being sixty (60) days after the date of final passage, if the Cooperative shall have accepted this franchise, and the dates upon which the full text of this Ordinance shall have been published, and the name and address of the daily newspaper in which such publications were had in the City.

PASSED AND APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO, MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOANH T. NGUYEN, CITY ATTORNEY

_____
BY: JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

## CERTIFICATE AND ENDORSEMENT

THIS IS TO CERTIFY that the above and foregoing Ordinance entitled:

AN ORDINANCE GRANTING TO MEDINA ELECTRIC COOPERATIVE, INC., ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, AS THE GRANTEE HEREIN, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT AND MAINTAIN IN THE CITY-OF LAREDO, TEXAS, AS NOW OR HEREAFTER CONSTITUTED, AND ELECTRIC POWER UTILITY SYSTEM IN SAID CITY AND TO USE THE BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID CITY FOR A PERIOD OF FIVE (5) YEARS WITH ONE (1), FIVE (5) YEAR RENEWAL PERIOD SUBJECT TO RENEGOTIATION BY THE PARTIES; AND PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED AND PROVIDING FOR THE PAYMENT TO SAID CITY OF A PERCENTAGE OF CERTAIN RECEIPTS OF GRANTEE FROM ITS OPERATIONS THEREIN; AND PROVIDING FOR THE ACCEPTANCE OF THIS ORDINANCE BY GRANTEE; AND CONTAINING A SAVING CLAUSE, AND PROVIDING FOR PUBLICATIONS AND AN EFFECTIVE DATE.

was introduced, read for the first time, and passed to second reading by the City Council of the City of Laredo at a regular meeting of the City Council held in the Council Chambers, at 1110 Houston, in the City of Laredo on the _____ day of _____, 2025 that the same ordinance was read for the second time and passed to third reading at a regular meeting of the City Council held on the _____ day of _____, 2025, that the same Ordinance was read for the third time and finally passed at a regular meeting of the City Council held on the _____ day of _____, 2025.

AND, I FURTHER CERTIFY THAT:

(a) The Ordinance was not passed until thirty (30) days after the first reading on the _____ day of _____, 2025, the date of final passage being _____ day of _____, 2025.

(b) The date of final passage being the _____ day of _____ 2025, the effective date of this Ordinance under the terms and provisions of the Charter of the City of Laredo, is the _____ day of _____, 2025, being sixty (60) days after the final passage of this ordinance.

(c) Pending the date upon which this Ordinance took effect, the full text of such Ordinance was published once each week within five (5) working days following each of the three readings of this Ordinance during the sixty (60) day period between final passage of the Ordinance and effective date of said Ordinance.

(d) The Laredo Morning Times is a daily newspaper published in the City of Laredo by Hearst Corporation, whose address is 5711 McPherson Rd., Suite 203A, Laredo, Texas 78041.

(e) The expense of such publication was borne by Medina Electric Cooperative, Inc., the proponent and grantee of the franchise granted by this Ordinance.

IN TESTIMONY WHEREOF, witness my hand and the seal of the City of Laredo on this _____ day _____, 2025.

_____

MARIO MALDONADO, JR.
CITY SECRETARY

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Final Readings 7.**

**SUBJECT**
Authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; all other terms and conditions remain in full force and effect.

**PREVIOUS COUNCIL ACTION**
License Agreement approved on July 16, 2012. Introductory reading approved August 18. 2025.

**BACKGROUND**
Licensor and Licensee entered into a License Agreement dated August 13, 2011, whereby Licensor licensed to Licensee space on the tower located at 7803 Mines Road, Laredo, Webb County, Texas, for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities. Licensee desires to amend license agreement to modify premises by an approximate forty (40) square feet for the installation of a generator, including a concrete pad and back-up power supply, etc.

Licensor and Licensee agree and acknowledge that Tenant's current annual rent of $24,976.00 shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date and subject to a 4% escalator.

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

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | 101-0000-361-2006 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date.

Market: RSTX
Cell Site Number: SXL04911
Cell Site Name: MINES ROAD
**Fixed Asset Number: 10098310**
**Location of Site: 7803 MINES ROAD**

# FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT dated as of the latter of the signature dates below ("Effective Date"), is by and between the City of Laredo, Texas, a municipal corporation ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a License Agreement dated August 13th, 2011, whereby Licensor Licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 7803 Mines Road, Laredo, Webb County, Texas ("Agreement"); and

WHEREAS, Licensor and Licensee desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **New Premises Area.** Licensor agrees to increase the size of the Premises Licensed to Licensee to accommodate Licensee's needs by approximately Forty (40) square feet. Upon the execution of this Amendment, Licensor licenses to Licensee the additional premises described on attached Exhibit A ("New Premises Area"), which Licensor understands to be approximately Forty (40) square feet. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.

2. **Generator.** Consistent with all applicable codes and standards, and Paragraph 16 of the Agreement, Licensee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Licensee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Licensee, and Licensee shall have the obligation to remove the generator and pad at the conclusion of the Agreement. Licensee shall have the right to remove the generator, but must obtain prior written permission from Licensor to modify the generator or space.

3. **Rent.** Commencing on the Effective Date, the Base Rent of the Agreement shall be increased by Five Hundred Dollars ($500.00) per month, subject to further adjustments, including annual escalators as provided in the Agreement.

4. **Other.** Licensor represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Licensee's permitting and/or installation of a generator within the New Premises Area. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain any government approvals for Licensee's use of the New Premises Area under this Agreement and agrees, at Licensee's request, to reasonably assist Licensee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Licensee may use the generator in the manner set forth in applicable law. Licensee may terminate this Amendment by written notice to Licensor at any time, and the rent increase set forth in Section 3 shall be cancelled on a going forward basis following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Licensee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Licensee fails to remove within such period and cessation of Licensee's operations at the New Premises Area shall be deemed abandoned. Licensee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

5. Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Notices.** All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

If to the Licensee:

a) To Licensee's Lease Administration Department via email at NoticeIntake@att.com; and

b) To Licensee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site # SXL04911
Cell Site Name: MINES ROAD
Fixed Asset #: 10098310
208 S. Akard Street
Dallas, TX 75202-4206

If to the Licensor via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid to:

a) City of Laredo
1110 Houston Street
Laredo, TX 78040

With copy to:

b) Information Services & Telecommunications
1102 Bob Bullock Loop
Laredo, TX 78043

And via email to:

c) Gerard Lavery Lederer
Gerard.Lederer@BBKlaw.com

Notices by email will be effective on the first calendar day after it was sent. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

6. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. The rights granted to Licensee herein are in addition to and not intended to limit any rights of Licensee in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

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

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

| **LICENSOR** | **LICENSEE** |
|---|---|
| City of Laredo, Texas<br>a municipal corporation | New Cingular Wireless PCS, LLC,<br>A Delaware limited liability company<br><br>By: AT&T Mobility Corporation<br>Its: Manager |
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Its: _____ | Its: _____ |
| Date: _____ | Date: _____ |

**LICENSOR ACKNOWLEDGEMENT**

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____ _____, 20___, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of Fifth Properties, LLC., the company named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

**LICENSEE ACKNOWLEDGEMENT**

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____ _____, and acknowledged under oath that he/she is the _____ _____of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the LICENSEE named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public: _____
My Commission Expires: _____

**EXHIBIT A**

**Additional Premises Area**

**See attached**

## LEGEND

| | |
|---|---|
| NEW | PROPOSED |
| (E) | EXISTING |
| —— – —— | CENTER LINE |
| —— – – —— | PROPERTY LINE |
| ——X—— | FENCE LINE |
| - - - - - - - - | EASEMENT LINE |
| —— OHP —— | OVERHEAD POWER |
| —— OHT —— | OVERHEAD TELCO |
| —— OHF —— | OVERHEAD FIBER |
| —— P —— | UNDERGROUND POWER CONDUIT |
| —— T —— | UNDERGROUND TELCO CONDUIT |
| —— F —— | UNDERGROUND FIBER CONDUIT |
| ——HYBRID—— | HYBRID CABLE |
| —— COAX —— | COAX CABLE |
| —— SF —— | SILT FENCE |

NOTE:
SITE LAYOUT IS BASED ON SITE SKETCH FOR AT&T BY NEXIUS SOLUTIONS ,INC. DATED 09/01/22. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

FLOOD NOTE:
THE EXISTING SITE LIES IN FLOOD ZONE X, AREAS OF MINIMUM FLOOD HAZARD PER FIRM MAP NUMBER 48479C1185C WITH AN EFFECTIVE DATE OF 04/02/2008.

CONDUIT NOTE: ALL BURIED CONDUIT SHALL BE PVC SCHEDULE 80. ALL EXPOSED CONDUIT AND ALL CONDUIT ROUTED ACROSS THE TOPS OF SLABS AND PLATFORMS SHALL BE GALVANIZED RGS ON 1-5/8" UNISTRUT OR EQUIVALENT.

CLEARANCE NOTE: MINIMUM GENERATOR CLEARANCE MUST BE PROVIDED IN ACCORDANCE WITH THE MOST STRINGENT GOVERNING ADOPTED BUILDING CODE AND/OR THE MANUFACTURER'S SPECIFICATIONS AND DETAILS, WHICHEVER CRITERIA IS GREATER.

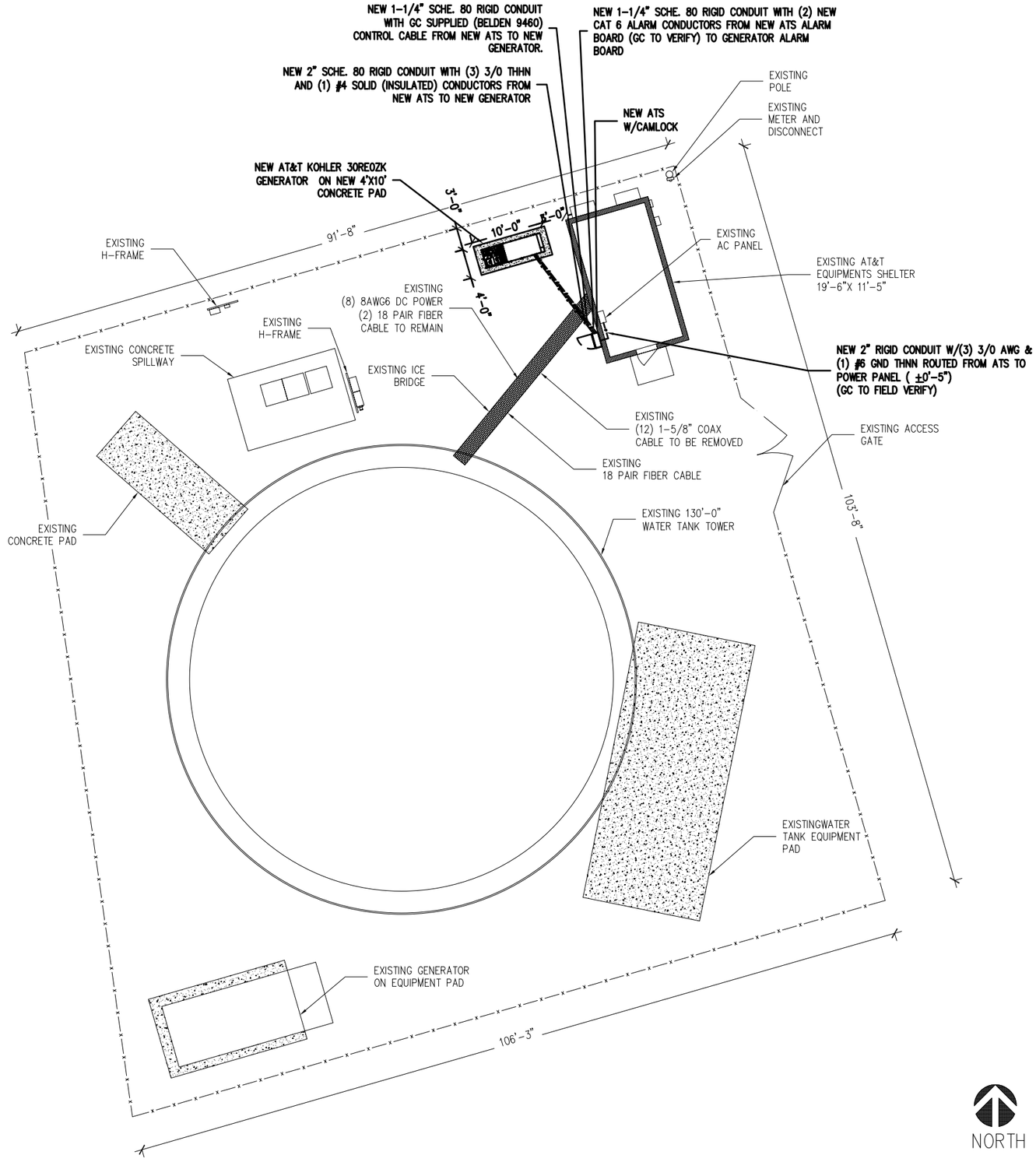
ACCESS NOTE: PROVIDE 3'-0" MINIMUM NEC AND OSHA ACCESS CLEARANCE FOR ALL GENERATOR ACCESS DOORS AND AC POWER PANELS (TYP.)

THE PROPOSED AT&T GENERATOR TANK SHALL BE:

| | |
|---|---|
| GENERATOR MODEL: | KOHLER 30REOZK UL 2200 |
| GENERATOR FUEL TYPE: | ULTRA LOW SULFUR DIESEL #2 |
| GENERATOR CAPACITY: | 30KW |
| | DIESEL – 148 GALLON UL 142 STEEL TANK |
| ENCLOSURE TYPE: | L2A STEEL ENCLOSURE |
| CONSTRUCTION TYPE: | II-B (IBC) |

GENERATOR PAD ANALYSIS BY OTHERS. NO EQUIPMENT SHOULD BE INSTALLED WITHOUT ANY APPROVAL BY A STRUCTURAL ENGINEER.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS




OVERALL SITE PLAN

8' 0 4' 8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

AT&T

C.A. BASS
TELECOM MANAGEMENT SERVICES
WWW.CABASS.NET

GDIT
GENERAL DYNAMICS INFORMATION TECHNOLOGY
12906 SHELBYVILLE RD # 230,
LOUISVILLE, KY 40243


ALLPRO
CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FWY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCG.COM
FIRM NO. F-8242


| | |
|---|---|
| ACGI NO: | 23-4309 |
| DRAWN BY: | AS |
| CHECKED BY: | JV |

**REVISIONS**

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| A | 12/12/23 | PRELIM CDs | AS |
| 0 | 12/19/23 | FINAL CDs | AS |

STATE OF TEXAS
SHIQIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER

ALLPRO, CONSULTING GROUP, INC.
FIRM NO. F-8242 12/19/23

CONSTRUCTION DOCUMENTS

**SITE INFORMATION**

**AT&T SITE NAME:**
**MINES ROAD**

**PTN CODE:3056A18T2K**

**FA CODE: 10098310**

**SITE ADDRESS:7803 MINES ROAD, LAREDO, TX 78045**

**SHEET TITLE:**
PROPOSED SITE PLAN

**SHEET NUMBER:**
C-2

| | |
|---|---|
| **Prepared by and License return to:**<br>Ipunk P. Lee<br>General Dynamics Information Technology, Inc.<br>114 White Oak Rd., Rehoboth Beach, DE 19971<br>Phone: 571-454-2018 | **Re**: Cell Site #: SXL04911<br>Cell Site Name: MINES ROAD<br>Fixed Asset #: 10098310<br>State: TEXAS<br>County: WEBB |

**MEMORANDUM OF LICENSE**

This Memorandum of Agreement is entered into on this ____ day of _____, 2025, by and between the City of Laredo, Texas, a municipal corporation ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**").

1. Licensor and Licensee entered into a License Agreement dated August 13th, 2011 ("**Agreement**"), as amended by that certain First Amendment to License Agreement dated _____, 2025 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. Licensor agrees to increase the size of the Premises to accommodate additional equipment. Licensor licenses to Licensee the additional premises area as more completely described on attached **Exhibit A**

3. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of License as of the day and year first above written.

| **LICENSOR** | **LICENSEE** |
|---|---|
| City of Laredo, Texas<br>a municipal corporation | New Cingular Wireless PCS, LLC,<br>A Delaware limited liability company<br><br>By: AT&T Mobility Corporation<br>Its: Manager |
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Its: _____ | Its: _____ |
| Date: _____ | Date: _____ |

**LICENSOR ACKNOWLEDGEMENT**

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____ _____, 20___, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of Fifth Properties, LLC., the company named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

**LICENSEE ACKNOWLEDGEMENT**

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____ _____, and acknowledged under oath that he/she is the _____ _____of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the LICENSEE named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public: _____
My Commission Expires: _____

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

**Legal Description of Real Property:**

BEING 0.25 ACRE OF LAND, LYING IN WEBB COUNTY, TEXAS, OUT OF AND A PART OF TEXAS MINING AND SMELTING COMPANY PROPERTY IN TORIBIO GARCIA GRANT, PORCION 24, ALSO BEING THE SAME LAND CONVEYED TO THE CITY OF LAREDO BY DEED RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PIPE FENCE CORNER POST FOUND ON THE NORTHEAST LINE OF ABANDONED R, G. & E. P. RY. CO. RIGHT-OF-WAY AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF A 125.802 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS ON THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1472 BEARS S 05° 13' 50" E A DISTANCE OF 372.55

THENCE: FOLLOWING SAID RAILROAD RIGHT-OF-WAY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 105.26 FEET. HAVING A RADIUS OF 1163.85 FEET AND A CENTRAL ANGLE OF 05° 10' 54" TO A PIPE FENCE CORNER POST FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: N 67° 33' 31" E GENERALLY FOLLOWING A FENCE AND AN INTERIOR LINE OF AFORESAID 125.802 ACRE TRACT A DISTANCE OF 103.02 FEET TO A PIPE FENCE CORNER POST FOR A CORNER;

THENCE: S 15° 48’ 57" E GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 104.81 FEET TO A PIPE FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: S 67° 41’ 26" W GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 107.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.25 ACRE OF LAND WITHIN THE HEREIN DESCRIBED BOUNDARY.

**Legal Description of Access Easement:**

BEING A ROAD ACCESS EASEMENT LUNG IN WEBB COUNTY, TEXAS, ON AND ACROSS A 125.802 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE: RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND CENTERLINE
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF F M. HIGHWAY 1472, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF SAID 125.802 ACRE TRACT BEARS S 66° 35' 44" W A DISTANCE OF 16.86';

THENCE: N 13° 50’ 56" E WTH SAID CENTER OF EXISTING ROAD A DISTANCE OF 4 48.90 FEET TO AN ANGLE POINT A T A "Y" OF SAID EXISTING ROAD;

THENCE: N 44° 29' 35" W WTH THE CENTER OF THE WESTERLY EXISTING ROAD OF SAID ”Y" A DISTANCE OF 21.03 FEET TO AN ANGLEPOINT;

THENCE: N 19° 28' 29" W WITH SAID CENTER OF ROAD A DISTANCE OF 29.10 FEET TO A CORNER;

THENCE N 02° 50' 57" W WITH SAID CENTER OF ROAD A DISTANCE GF 24.25 FEET TO A CORNER:

THENCE- S 53° 38' 54" W LEAVING SAID EXISTING ROAD A DISTANCE OF 61.06 FEET TO THE CENTER OF AN EXISTING GATE ON THE EAST LINE OF A CALLED 0.255 ACRE TRACT Of LAND DESCRIBED IN CONVEYANCE AND RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS FOR THE TERMINATION OF THE HEREIN DESCRIBED CENTERLINE

Property Address: **7803 Mines Road, Laredo. Webb County, Texas**
Parcel ID: **206622**

**Site Plan: See Next Page**

## LEGEND

| | |
|---|---|
| NEW | PROPOSED |
| (E) | EXISTING |
| —— – —— | CENTER LINE |
| —— – – —— | PROPERTY LINE |
| ——X—— | FENCE LINE |
| - - - - - - - - | EASEMENT LINE |
| —— OHP —— | OVERHEAD POWER |
| —— OHT —— | OVERHEAD TELCO |
| —— OHF —— | OVERHEAD FIBER |
| —— P —— | UNDERGROUND POWER CONDUIT |
| —— T —— | UNDERGROUND TELCO CONDUIT |
| —— F —— | UNDERGROUND FIBER CONDUIT |
| ——HYBRID—— | HYBRID CABLE |
| —— COAX —— | COAX CABLE |
| —— SF —— | SILT FENCE |

NOTE:
SITE LAYOUT IS BASED ON SITE SKETCH FOR AT&T BY NEXIUS SOLUTIONS ,INC. DATED 09/01/22. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

FLOOD NOTE:
THE EXISTING SITE LIES IN FLOOD ZONE X, AREAS OF MINIMUM FLOOD HAZARD PER FIRM MAP NUMBER 48479C1185C WITH AN EFFECTIVE DATE OF 04/02/2008.

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THE PROPOSED AT&T GENERATOR TANK SHALL BE:

| | |
|---|---|
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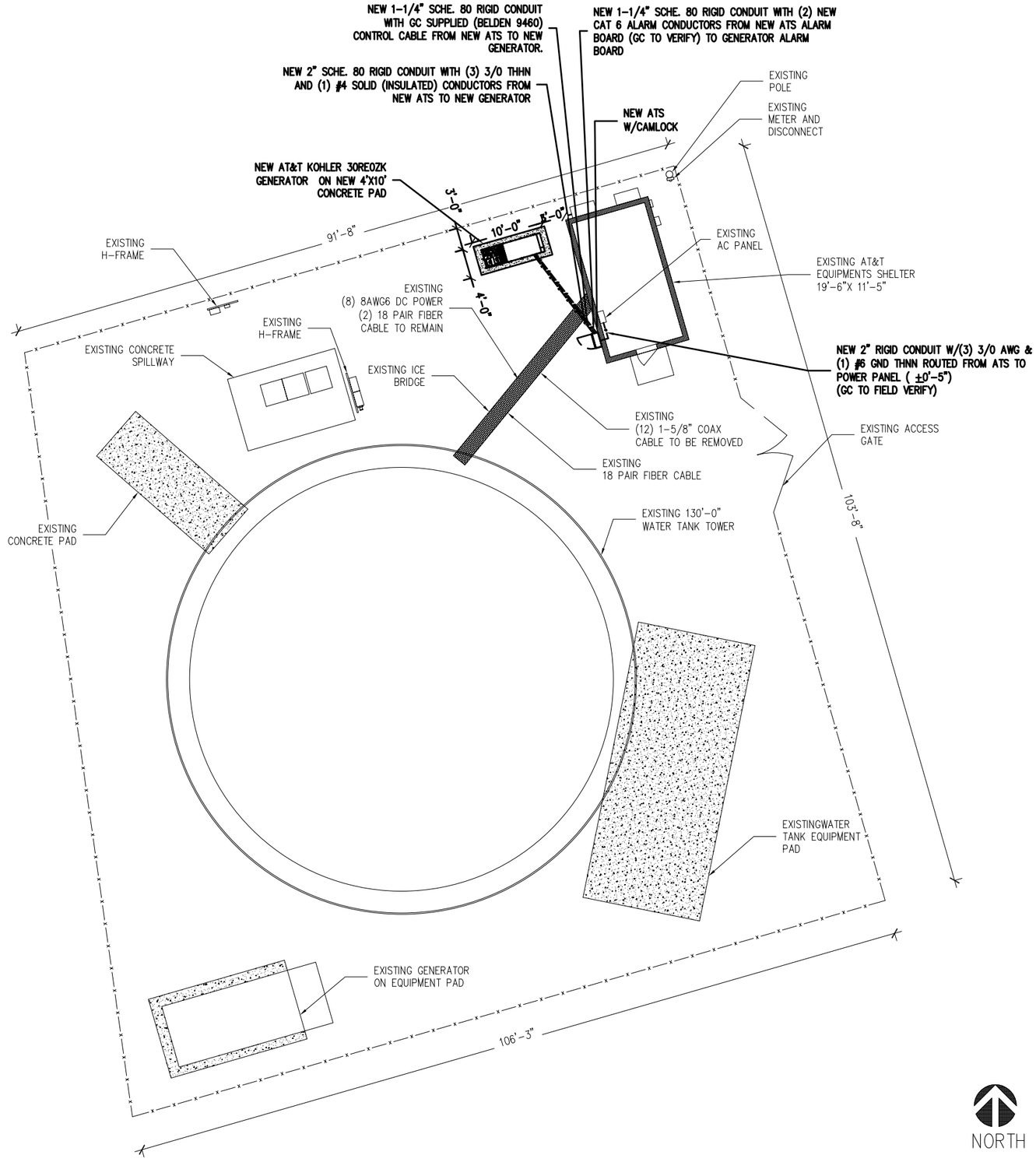
| GENERATOR FUEL TYPE: | ULTRA LOW SULFUR DIESEL #2 |
| GENERATOR CAPACITY: | 30KW |
| | DIESEL – 148 GALLON UL 142 STEEL TANK |
| ENCLOSURE TYPE: | L2A STEEL ENCLOSURE |
| CONSTRUCTION TYPE: | II-B (IBC) |

GENERATOR PAD ANALYSIS BY OTHERS. NO EQUIPMENT SHOULD BE INSTALLED WITHOUT ANY APPROVAL BY A STRUCTURAL ENGINEER.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS




OVERALL SITE PLAN

8' 0 4' 8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

AT&T

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12906 SHELBYVILLE RD # 230,
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ALLPRO
CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FWY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCG.COM
FIRM NO. F-8242


| | |
|---|---|
| ACGI NO: | 23-4309 |
| DRAWN BY: | AS |
| CHECKED BY: | JV |

**REVISIONS**

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| A | 12/12/23 | PRELIM CDs | AS |
| 0 | 12/19/23 | FINAL CDs | AS |

STATE OF TEXAS
SHIQIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER

ALLPRO, CONSULTING GROUP, INC.
FIRM NO. F-8242 12/19/23

CONSTRUCTION DOCUMENTS

**SITE INFORMATION**

**AT&T SITE NAME: MINES ROAD**

**PTN CODE:3056A18T2K**

**FA CODE: 10098310**

**SITE ADDRESS:7803 MINES ROAD, LAREDO, TX 78045**

**SHEET TITLE:**
PROPOSED SITE PLAN

**SHEET NUMBER:**
C-2

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is entered into this 13th day of AUGUST 2011 (the "Date of this License"), between the City of Laredo, Texas ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

**1. Premises.**

Subject to the following terms and conditions, Licensor licenses to Licensee on a non-exclusive basis space on the tower located on the real property known as 7803 Mines Road, Laredo, Webb County, Texas (the Premises") within the jurisdictional limits of the City of Laredo, Texas. The exact space on the tower is further described and depicted in an engineered drawing attached hereto as Exhibit B. Licensor also licenses to Licensee on a non-exclusive basis the right to use the Premises for pedestrian and vehicular ingress and egress and the installation of utilities serving the Premises and improvements thereon over and across Licensor's property described in the attached Exhibit A (the "Property"). All other access to the property is governed by Section 8 below.

**2. Term.**

a. The initial term of this License shall be five (5) years (the "Initial Term"), commencing on December 17, 2011 (the "Commencement Date"). The initial term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date.

b. Licensee shall have the right to extend this License for three (3) additional, five-year terms (each being a "Renewal Term"). Licensee's license of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein except that the amount of License Fee shall be as provided in Section 3 below. This License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the initial term or any Renewal Term and provided that Licensee is not in default of this License on the first day of such Renewal Term.

c. If Licensee shall remain in possession of the Premises at the expiration of the Initial Term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be 150% of the License Fee in effect at the expiration of this License. Nothing contained herein shall grant Licensee the right to holdover after the term of this License has expired.

**3. License Fee.**

a. From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of Fifteen Thousand and 00/100 Dollars ($15,000.00) ("License Fee"). The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to four percent (4%) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License pursuant to Section 10 herein. All sums payable by Licensee under this License, whether or not stated to be license fees or additional license fees, shall be collectible by Licensor as license fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay license fees (without prejudice to any other right or remedy available therefor).

b. Licensee shall not have the right to sublicense any of the Premises.

c. Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

**4. Permitted Use.**

Licensor warrants that it currently uses the Premises for (i) the transmission and reception of communication signals within or utilizing the following frequency bands: 835.02-844.98/ 880.02-889.98, 846.51-848.97/ 891.51-893.97; 824.04-834.99/ 869.04-879.99, 845.01-846.48/ 890.01-891.48; and 1895-1910, 1975-1990. Licensor may continue to use Premises for such transmissions provided further that such frequency or frequencies is within those for which Licensee, or any entity which controls, is controlled by or is under common control with Licensee, is duly licensed by the Federal Communications Commission ("FCC"), and (ii) the alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and Antenna Facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises or violate Licensee's duties of non-interference set forth herein (collectively, "Licensee's Permitted Use"). Notwithstanding anything herein to the contrary, the identification of the foregoing frequencies is for the limited purpose of coordinating frequencies to prevent interference, and identification of such frequencies does not establish any limit on Licensee's rights hereunder.

a. As provided in Detail on Exhibit C, Licensee or its affiliates shall have the right, at its expense, to maintain on the Premises communications equipment that are sometimes hereinafter collectively referred to as "Antenna Facilities." All Antenna Facilities shall be identified in Exhibit C and shall be constructed, installed and operated within the Premises.

**5. Interference.**

a. Licensee acknowledges that it is currently operating at the Premises and is not subject to interference by other licensees or lessees and shall continue to operate its Antenna Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the date of this License including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the FCC and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within ten (10) business days of Licensee's knowledge of such notice, and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not cured within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Antenna Facilities causing such interference. If Licensee is unable to cure such interference, Licensee may terminate this License upon thirty (30) days written notice to Licensor.

b. Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of Section 6.c. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in

addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinment of such interference against the interfering party.

c. All parties acknowledge that Licensor currently licenses other portions of the Property to other parties and that Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. Notwithstanding the foregoing, Licensee's right to be free from interference and Licensor's duties concerning the prevention and/or correction of interference shall be subject to Section 6.d. below.

d. In the event that Licensee commences using the Premises in a manner as to which Licensee is not presently licensed by the FCC but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other lessees, licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

**6. Improvements; Utilities.**

a. Licensor, in its role as the landlord of the Premises, but not as the regulatory authority of Laredo, approves the current installation of Antenna Facilities at the Premises. Prior to installing or allowing any new or replacement Antenna Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Antenna Facilities. The Antenna Facilities installed on the Premises must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Antenna Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Antenna Facilities shall be installed and operated solely within the Premises.

b. Licensor, in its role as the landlord of the Premises, but not as the regulatory authority of Laredo, approves the current installation of Antenna Facilities at the Premises and all future work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Antenna Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

c. Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) business days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Antenna Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the

Antenna Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

d. Licensee will notify Licensor prior to commencing Licensee's installation work on the Premises. Prior to commencing any work, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 13 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Licensor's property manager, if applicable, with respect to the Property against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Antenna Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

e. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property or other licensees at the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises. Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

f. Following any termination or expiration of this License, Licensee shall remove all of its Antenna Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Antenna Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove all of its Antenna Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Antenna Facilities within the next succeeding ninety (90) day period, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Antenna Facilities abandoned, whereupon the Antenna Facilities shall become Licensor's property. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License.

g. Licensee agrees to maintain its Antenna Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Antenna Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Antenna Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

h. Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

**7. Technical Standards.**

Licensee agrees that the installation, operation and maintenance of its Antenna Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations and with such technical standards as may from time to time be established by Licensor for the Premises, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Antenna Facilities, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days thereafter.

**8. Access.**

Upon 24 hour notice in writing to Licensor, Licensee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require emergency access, said access shall be obtained by calling the City of Laredo IST Department at (956) 721-2050. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including a required city escort, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

**9. Event of Default.**

It shall be an Event of Default if any one or more of the following events shall occur:

a. Licensee shall default in the payment when due of any License Fee or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within thirty (30) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or

b. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

Upon the occurrence of an Event of Default by Licensee, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

. Upon fifteen (15) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default whether or not Licensor has elected to recover sum set forth in (i) above, terminate this License on at least thirty (30) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

c. In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

d. Upon the occurrence of an Event of Default by Licensor, Licensee shall have and may pursue all rights and remedies permitted by applicable law.

**10. Termination by Licensee.**

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee in the following circumstances:

a. After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Antenna Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an existing licensee); or

b. After the Initial Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to fifty percent (50%) of the annual License Fee at the then current annual rental rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Antenna Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.

Upon Licensee terminating in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

**11. Casualty and Condemnation.**

a. If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

b. If at any time during the term of this License all or "substantially all" (as described in the preceding Section 11a.) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

**12. Taxes.**

Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

**13. Insurance, Release and Hold Harmless.**

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

(i) Workers Compensation insurance at statutory limits and in accordance with all statutory requirements including Employers Liability coverage with a minimum limits of $1,000,000 each occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate;

(ii) 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;

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

(iv) "All-risk" property insurance insuring the Antenna Facilities and its appurtenant personal property for full replacement costs.

b. Any subcontractor(s) hired by the Licensee for work under this License shall maintain reasonable and prudent insurance coverage as determined by the Licensee. It is the responsibility of the Licensee to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

c. Licensee shall procure Builders Risk coverage (if applicable) as follows:

(i) 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.

(ii) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.

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. Licensee's Commercial General Liability insurance shall contain a provision including Licensor as an additional insured to the extent of the indemnity provided by Licensee under this License. Notwithstanding the foregoing, Licensee shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this License to be insured against by Licensee, or to insure the same through a captive insurance company. In such event, Licensee shall pay directly all losses and claims which would have been covered by the insurance which is set forth under this Section, but which are not paid either because of deductible and co-insurance provisions of policies provided by Licensee or because of Licensee's election to self-insure for some or all of such risks under this Section. Provided, however, such right to self-insure shall be permitted only so long as Licensee has a minimum net worth of Fifty Million Dollars ($50,000,000) and provided further, that in the event of an assignment of this License by Licensee to an entity that is not an affiliate, such right to self-insure shall not be assigned to the non-affiliated assignee. Licensee does not currently self-insure for Commercial General Liability insurance. In the event Licensee chooses to self-insure for Commercial General Liability insurance, Licensee shall maintain third party insurance coverage for Commercial General Liability insurance for claims that exceed Twenty-Five Million Dollars ($25,000,000).

d. With reference to the foregoing insurance requirement, the Licensee shall include:

(i) The City of Laredo as an additional insured with respect to all liability policies.

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

(iii) Workers' compensation policy. All policies need to contain a waiver of subrogation in favor of the City, regardless whether financed through and insurance policy or self-insurance.

(iv) Licensee shall ensure all required insurance policies shall provide that The City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

(v) All required insurance policies, which include The City of Laredo as an additional insured, must provide to be primary coverage regardless of the application of other insurance.

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

(vii) Insurance must be purchased from insurers that are authorized in the state of Texas.

(viii) 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:

Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

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

(ix) Upon request, Licensee shall furnish The City of Laredo with certificates or other commercially reasonable evidence of all required insurance policies.

e. Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "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 from any cause whatsoever 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 Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 13.

f. Licensee 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 License, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee 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 Licensee, 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 Licensor or its agents or employee;

(ii) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees 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 Licensor, its employees or agents or other licensee or tenant of the Property; and

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

g. Licensor agrees to indemnify, defend and hold Licensee 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 Licensor or its employees or agents, or the breach of this License except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors.

h. 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 License 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 building, 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.

**14. Notices.**

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

If to City of Laredo, Texas, to

Heberto L. Ramirez
City of Laredo
1101 Garden St.
Laredo, Texas 78040

with a copy to:

Gerard Lavery Lederer, Esquire
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Ave, N.W.
Suite 1000
Washington D.C. 20036

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site # N143933, Cell Site Name L001/MINES RD/439393 (TX)
Fixed Asset No. 10098310
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copies to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site # N143933, Cell Site Name L001/MINES RD/439393 (TX)
Fixed Asset No. 10098310
15 East Midland Avenue
Paramus, NJ 07652

or to such other address as each party may designate for itself by like notice given in accordance with this Section 14. Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

**15. Quiet Enjoyment, Title and Authority.**

Licensor covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

**16. Hazardous Substances.**

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor represents, warrants and agrees (1) that neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed in this License, and (2) that Licensor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor and Licensee 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 attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. In addition, Licensor shall defend, indemnify and hold harmless Licensee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition of the Premises, including costs of remediation, which are not the result of any act of Licensee. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

**17. Assignment.**

Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an "affiliate" of Licensee without the prior consent of Licensor. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its

common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (iv) an entity which purchases substantially all of the assets of Licensee, or (v) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee. Licensee may not otherwise assign this License without Licensor's consent, which consent may be withheld or delayed in Licensor'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, Licensee may immediately terminate this License upon written notice to Licensor thereof. Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee 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 Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

**18. Successors and Assigns.**

This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

**19. Waiver of Licensor's Lien.**

Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Antenna Facilities from time to time in Licensee's sole discretion.

**20. Miscellaneous.**

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

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

d. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement.

f. This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

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

**21. Mortgage Subordination.**

This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination, so long as such certificate contains commercially reasonably non-disturbance provisions. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall preserve this License in the event of any foreclosure sale or possessory action, so long as there is no uncured Event of Default by Licensee, and in such case, this License shall continue in full force and effect, and Licensee shall attorn to such party and shall execute, acknowledge and deliver any commercially reasonable instrument that has for its purpose and effect the confirmation of such attornment and non-disturbance. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

**22. Limitation on Liability.**

Anything in this License, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Property; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor, any partner of Licensor, any parent, subsidiary or partner of Licensor or any partner of Licensor, or any of their respective heirs, personal representatives, successors and assigns.

**23. RF Signage and Notices.**

Licensee, and any permitted sublicensee, shall install signs alerting the public, but especially workers and public safety officials of any radio frequency emissions or other safety issues. These signs shall comply with OSHA 1910.145 and OSHA CFR 1926.200. In addition, Licensee and any permitted sublicensee are referred to two recent FCC and OSHA enforcements orders for guidance on signage. (See http://www.fcc.gov/eb/Orders/2007/DA-07-549A1.html and http://www.fcc.gov/eb/Orders/2007/DA-07-2138A1.html )

To assist Licensee and any permitted sublicensee, attached hereto and incorporated herein as Exhibit E is the industry standard for signage as established by PCIA - The Wireless Infrastructure Association's Technical Council.

**24. Existing Agreement.** Licensor and Licensee acknowledge that Licensee's predecessor in interest entered into a Lease Agreement dated December 16, 1996 (the "Existing Lease") with Licensor. The parties further acknowledge and agree that this License is a replacement for the Existing Lease. Notwithstanding anything herein to the contrary, to the extent that Antenna Facilities already are located on the Premises as of the Commencement Date, Licensor, as the landlord of the Property, not as the regulatory body of the City of Laredo, agrees that such Antenna Facilities are approved and may remain on the Premises. Further, Licensor agrees that (i) the requirements for Licensor's approval for construction and installation of equipment (and related requirements) are applicable only to construction, installation and equipment following the Commencement Date and (ii) such requirements are waived with respect to existing Antenna Facilities installed pursuant to the Existing Lease.

**[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this License as of the date aforesaid.

**CITY OF LAREDO, TEXAS**

Attested by:

Gustavo Guevara Jr.

City Secretary

By: _____

Printed Name: Carlos R. Villarreal

Title: City Manager

Date: 7/20/12

**LICENSEE:**

**New Cingular Wireless PCS, LLC**

**By: AT&T Mobility Corporation**

**Its: Manager**

By: _____

Printed Name: Shawndrica S. Thompson

Title: **Area Manager Constr. & Engrg.**

Date: 8/13/12

**EXHIBIT "A"**

**PROPERTY**

The street address of the Property is: 7803 Mines Road, Laredo, Webb County, Texas

[Continued on Following Page]

# LEGAL DESCRIPTION

BEING 0.25 ACRE OF LAND, LYING IN WEBB COUNTY, TEXAS, OUT OF AND A PART OF TEXAS MINING AND SMELTING COMPANY PROPERTY IN TORIBIO GARCIA GRANT, PORCION 24, ALSO BEING THE SAME LAND CONVEYED TO THE CITY OF LAREDO BY DEED RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PIPE FENCE CORNER POST FOUND ON THE NORTHEAST LINE OF ABANDONED R. G. & E. P. RY. CO. RIGHT-OF-WAY AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF A 125.802 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS ON THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1472 BEARS S 05° 13' 50" E A DISTANCE OF 372.53';

THENCE: FOLLOWING SAID RAILROAD RIGHT-OF-WAY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 105.26 FEET, HAVING A RADIUS OF 1163.85 FEET AND A CENTRAL ANGLE OF 05° 10' 54" TO A PIPE FENCE CORNER POST FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: N 67° 33' 31" E GENERALLY FOLLOWING A FENCE AND AN INTERIOR LINE OF AFORESAID 125.802 ACRE TRACT A DISTANCE OF 103.02 FEET TO A PIPE FENCE CORNER POST FOR A CORNER;

THENCE: S 15° 48' 57" E GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 104.81 FEET TO A PIPE FENCE CORNER POST FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: S 67° 41' 26" W GENERALLY FOLLOWING A FENCE AND A LINE OF SAID 125.802 ACRE TRACT A DISTANCE OF 107.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.25 ACRE OF LAND WITHIN THE HEREIN DESCRIBED BOUNDARY.

# ACCESS EASEMENT

BEING A ROAD ACCESS EASEMENT LYING IN WEBB COUNTY, TEXAS, ON AND ACROSS A 125.802 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE RECORDED IN VOLUME 569 PAGE 121 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1472, FROM WHICH AN IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF SAID 125.802 ACRE TRACT BEARS S 66° 35' 44" W A DISTANCE OF 16.86';

THENCE: N 13° 50' 56" E WITH SAID CENTER OF EXISTING ROAD A DISTANCE OF 448.90 FEET TO AN ANGLE POINT AT A "Y" OF SAID EXISTING ROAD;

THENCE: N 44° 29' 35" W WITH THE CENTER OF THE WESTERLY EXISTING ROAD OF SAID "Y" A DISTANCE OF 21.03 FEET TO AN ANGLEPOINT;

THENCE: N 19° 28' 29" W WITH SAID CENTER OF ROAD A DISTANCE OF 29.10 FEET TO A CORNER;

THENCE N 02° 50' 57" W WITH SAID CENTER OF ROAD A DISTANCE OF 24.25 FEET TO A CORNER;

THENCE: S 53° 38' 54" W LEAVING SAID EXISTING ROAD A DISTANCE OF 61.06 FEET TO THE CENTER OF AN EXISTING GATE ON THE EAST LINE OF A CALLED 0.255 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE AND RECORDED IN VOLUME 427 PAGE 390 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS FOR THE TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

**EXHIBIT "B"**

**PREMISES**

1. An exclusive right to the minimum number of square feet required to accommodate Licensee's Antenna Facilities identified in Exhibit C for the equipment building, and antennas located at 106 feet, centerline, above from the ground.

2. In addition the exclusive space identified in paragraph 1, Licensed Premises shall have the non-exclusive right to attach to the Tower all necessary wiring required to make Licensees' Antennae Facilities functional, so long as all such wiring is no higher than that distance identified in paragraph one.

3. Other than the right of ingress and egress and the ability to employ existing utility easements, Licensee has no claim to any ground space.

[An as-built drawing depicting the Premises follows].

Exhibit B-1

## PROJECT INFORMATION

SCOPE OF WORK: UNMANNED TELECOMMUNICATIONS FACILITY MODIFICATIONS

SITE ADDRESS: 7803 MINES RD
LAREDO, TEXAS 78045

LATITUDE: N 27.5742°
LONGITUDE: W 99.5031°

JURISDICTION:
CURRENT USE: TELECOMMUNICATIONS FACILITY AT CITY WATER TANK
PROPOSED USE: TELECOMMUNICATIONS FACILITY AT CITY WATER TANK

## SHEET INDEX

| | | REVISION |
|---|---|---|
| T1 | TITLE SHEET | - |
| GN1 | GENERAL NOTES | - |
| C1 | SITE PLAN | - |
| C2 | INSIDE SHELTER SKETCH | - |
| C3 | INDOOR CABINET DETAIL | - |
| C4 | TOWER ELEVATION & ANTENNA PLAN | - |
| C4.1 | ANTENNA CONFIGURATION | - |
| C4.2 | ANTENNA CONFIGURATION | - |
| C4.3 | ANTENNA CONFIGURATION | - |
| C5 | PORT ENTRY & COLOR CODE | - |
| E1 | ELECTRICAL / GROUNDING NOTES | - |
| E2 | CABINET & DC POWER | - |
| E3 | ANTENNA TOP GROUNDING & TYPICAL TOWER GROUNDING | - |
| E3.1 | TYPICAL DETAILS | - |

## APPROVALS

| NAME (PRINT) | SIGNATURE | DATE |
|---|---|---|
| ROBERT Teller | | 9/8/05 |
| CINGULAR WIRELESS | | |
| | | 9/8/05 |
| GOODMAN NETWORKS | | |

## REDLINE DRAWING REVIEW

| NAME (PRINT) | SIGNATURE | DATE |
|---|---|---|
| ROBERT Teller | | 9/8/05 |
| GENERAL CONTRACTOR – CONFIRM ACCURACY OF THESE REDLINE DRAWINGS | | |
| LARRY PENDLEY | | 11/4/05 |
| FIELD COORDINATOR– VERIFY INSTALLATION PER REDLINE DRAWINGS | | |
| | | |
| ENGINEERING – ACCEPT THESE REDLINE DRAWINGS | | |

Tom Dillard

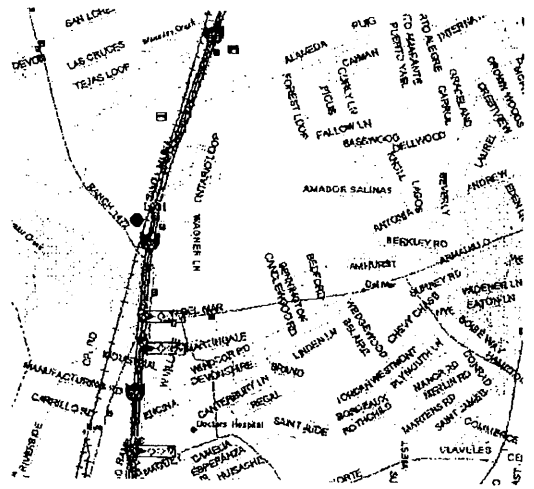
RED LINE

cingular WIRELESS

# SITE NUMBER: L001
# SITE NAME: MINES ROAD

## VICINITY MAP

DRIVE–TO DIRECTIONS: FROM SAN ANTONIO, TRAVEL SOUTH ON IH–35 AND EXIT FM 1472. TURN RIGHT ONTO FM 1472 (MINES ROAD) AND THE TOWER WILL BE ON YOUR RIGHT.




## APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
INTERNATIONAL BUILDING CODE 2000

ELECTRICAL CODE:
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE 2005

LIGHTNING PROTECTION CODE:
NFPA 780, LIGHTNING PROTECTION CODE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222–F, STRUCTURAL STANDARDS FOR STRUCTURAL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

| | | |
|---|---|---|
| TIA 607 | COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS | |
| TELCORDIA | GR–63 | NETWORK EQUIPMENT–BUILDING SYSTEM (NEBS): PHYSICAL PROTECTION |
| TELCORDIA | GR–347 | CENTRAL OFFICE POWER WIRING |
| TELCORDIA | GR–1275 | GENERAL INSTALLATION REQUIREMENTS |
| TELCORDIA | GR–1503 | COAXIAL CABLE CONNECTIONS |
| ANSI | T1.311 | TELECOM – DC POWER SYSTEMS – TELECOM, ENVIRONMENTAL PROTECTION |

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

CTE
400 Brushy Street, Suite 250
Austin, Texas 78703
P: 512.485.9470
F: 512.485.9473
P.O. Box 1538
Austin, Texas 78767-1538
www.ctiengineering.com

GOODMAN NETWORKS INC

MINES ROAD
SITE NO. L001
7803 MINES ROAD
LAREDO, TEXAS 78045

cingular WIRELESS
CINGULAR WIRELESS

| NO. | DATE | REVISIONS |
|---|---|---|
| 0 | 08/01/05 | ISSUED FOR CONSTRUCTION |

SCALE: AS SHOWN | DESIGNED BY: CAT | DRAWN BY: TR

CINGULAR WIRELESS

GENERAL NOTES

| SITE NUMBER | DRAWING NUMBER | REV |
|---|---|---|
| L001 | T1 | 0 |

I:\GN\at-Cingular\L001 - Mines Road\CAD\gn\at-cing-L001-as.dwg, 08/03/05 3:34:41 PM, jamorc

**ORDINANCE 2025-O-150**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO LICENSE AGREEMENT ("LICENSE") BY AND BETWEEN THE CITY OF LAREDO, A MUNICIPAL CORPORATION ("LICENSOR"), AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("LICENSEE"), DATED AUGUST 13, 2011 AND ATTACHED HERETO; TO MODIFY LICENSED PREMISES FOR THE INSTALLATION OF A GENERATOR, INCLUDING A CONCRETE PAD AND BACK-UP POWER SUPPLY, ETC. RENT SHALL INCREASE BY FIVE HUNDRED DOLLARS ($500.00) PER MONTH UPON COMMENCING OF THE EFFECTIVE DATE; ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.**

**WHEREAS, the City of Laredo entered into a license agreement with Licensee wherein Licensor leased to Licensee space on the tower located at 7803 Mines Road, Laredo, Webb County, Texas, for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities, as authorized by Ordinance 2012-O-100, dated July 16, 2012.**

**WHEREAS, staff recommends that the City Council approve the proposed first amendment to the license agreement between the City of Laredo, Texas ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), to amend licensed premises by approximately forty (40) square feet at the Water Tower located at 7803 Mines Road, Laredo, Webb County, Texas and being more fully described in Exhibit "A" of License Agreement, for the installation of a Generator, including a concrete pad and back-up power supply, etc., for use in connection with its communications business and in furtherance of the development of the City of Laredo Telecommunications infrastructure.**

**WHEREAS, the Information Services and Telecommunications Department finds that said license agreement is in the best interest of the City of Laredo; and**

**WHEREAS, the City Council of the City of Laredo is of the same opinion.**

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

**Section 1.** Authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; 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 SEPTEMBER 2025.**

_____
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

## COUNCIL COMMUNICATION

| **DATE:** 09/02/2025 | **SUBJECT: FINAL READING ORDINANCE 2025-O-150** Authorizing the City Manager to execute a First Amendment to License Agreement ("License") by and between the City of Laredo, a municipal corporation ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), dated August 13, 2011 and attached hereto; to modify licensed premises for the installation of a Generator, including a concrete pad and back-up power supply, etc. Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencing of the effective date; all other terms and conditions remain in full force and effect. |
|---|---|

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

**PREVIOUS COUNCIL ACTION:** License Agreement approved on July 16, 2012. Introductory reading approved 08/18/25.

**BACKGROUND:** Licensor and Licensee entered into a License Agreement dated August 13, 2011, whereby Licensor licensed to Licensee space on the tower located at 7803 Mines Road, Laredo, Webb County, Texas, for the placement of antenna facilities and a portion of the property for the location of an equipment building or equipment cabinet and related facilities associated with the antenna facilities. Licensee desires to amend license agreement to modify premises by an approximate forty (40) square feet for the installation of a generator, including a concrete pad and back-up power supply, etc.

Licensor and Licensee agree and acknowledge that Tenant's current annual rent of $24,976.00 shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date and subject to a 4% escalator.

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

**FINANCIAL IMPACT:** Rent shall increase by Five Hundred Dollars ($500.00) per month upon commencement of the effective date.

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

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Final Readings 8.**

**SUBJECT**
An Ordinance authorizing the City Manager to amend the FY2024-2025 City of Laredo Detoxification Center budget by increasing and appropriating revenues and expenditures in the amount of $185,220.00. The Texas Opioid Abatement Fund Council was formed to ensure that money recovered through the statewide opioid settlement agreements is allocated fairly and spent to put an end to the opioid crisis in Texas Opioid Abatement Fund. These funds are available in the Detoxification Center Fund.

**VIVA LAREDO PLAN ALIGNMENT**
**Alignment Rating: Level of Alignment**

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

**Supporting Goal(s)/Policy(ies)**

**Policy 7.2.1**

*"Support and expand programs that address substance abuse, addiction, and mental health issues in the community."*
**Page:** 7.23
**Source:** *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance:** This budget amendment directly supports Policy 7.2.1 by providing financial resources to the City of Laredo Detoxification Center, which is a core local program that addresses substance abuse and addiction treatment.

**Goal 7.2**

*"Ensure access to preventive care and treatment of behavioral health, including mental health and substance abuse services."*
**Page:** 7.23
**Source:** *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance:** The allocation of funds supports this goal by enabling continuity or expansion of detoxification services, which are foundational components of behavioral health care and recovery support.

**Policy 7.1.3**

*"Collaborate with public, private, and nonprofit sectors to improve access to affordable and quality healthcare services."*
**Page:** 7.22
**Source:** *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance:** The funding allocation could be used in coordination with healthcare partners or service providers, which aligns with the Plan's emphasis on cross-sector collaboration in healthcare.

**Summary of alignment:** The agenda item to amend the FY2024-2025 budget for the City of Laredo Detoxification Center in the amount of $185,220.00 demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan*. Specifically, it directly fulfills **Policy 7.2.1** and **Goal 7.2**, which prioritize addressing substance abuse and ensuring behavioral health treatment. Additionally, the funding action intersects with **Policy 7.1.3** regarding inter-agency collaboration for healthcare access. This action supports broader planning themes such as **public health**, **equity**, and **wellness infrastructure** by strengthening essential treatment services for vulnerable populations.

**Additional Requirements**

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan* and were matched with the agenda item to determine alignment. No conflicting or contradictory policies were identified.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The OAFC was formed to ensure that money recovered through the statewide opioid settlement agreements is allocated fairly and spent to put an end to the opioid crisis in Texas.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

---

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | FY 25 |
| Budgeted Y/N?: | N |
| Source of Funds: | Texas Treasury Trust - Texas Opioid Abatement Fund |
| Account #: | 274-7411-327-9061 |
| Change Order: Exceeds 25% Y/N: | NO |

**FINANCIAL IMPACT:**
Funds are available in the Deferred Revenues account 274-0000-222-0200, and will be appropriated in Revenue account 274-7411-327-9061 and multiple Expense accounts 274-7411, Project DEOS01.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Final Readings 9.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to accept and appropriate revenues in the amount of $1,735.561.00 and expenditures in the amount of $1,822,339.00 annually for Treatment for Adults, with a 5% match, for the Detoxification Department for the term period from September 1, 2025 through August 31, 2030. The total amount of the grant will not exceed $9,111,695.00; this includes the system agency share of $8,677,805.00 and grantee's required match amount of $433,890.00 for the life of the grant. Funds will be accounted for in the Detoxification Department Fund.

**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**

*"Ensure access to preventive care and treatment of behavioral health, including mental health and substance abuse services."*
**Page:** 7.23
**Source:** *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance:** This grant directly enables the continuation and potential expansion of adult treatment services for substance abuse over a five-year period. The scope and scale of this funding commitment reflect the city's sustained focus on improving behavioral health access.

**Policy 7.2.1**

*"Support and expand programs that address substance abuse, addiction, and mental health issues in the community."*
**Page:** 7.23
**Source:** *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance:** The agenda item fulfills this policy by directly funding adult treatment services administered by the Detoxification Department, which aligns precisely with the policy's intent to expand substance abuse treatment in the community.

**Policy 7.1.3**

*"Collaborate with public, private, and nonprofit sectors to improve access to affordable and quality healthcare services."*
**Page:** 7.22

**Source:** *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance:** This agenda item is consistent with Policy 7.1.3 by executing a funding partnership between the City and the system agency to improve healthcare access through a long-term commitment to adult detoxification and treatment services.

**Summary of alignment:**

This agenda item demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan* by fulfilling **Goal 7.2** and **Policies 7.2.1** and **7.1.3**, all of which emphasize expanding behavioral health and substance abuse treatment. The acceptance and appropriation of a multi-year grant totaling over $9 million enables the Detoxification Department to address pressing public health needs in a sustained, strategic manner.

This action contributes to broader **planning themes** including:

- **Public Health and Wellness**
- **Health Equity for Vulnerable Populations**
- **Cross-Sector Collaboration**
- **Sustainable Infrastructure for Human Services**

The 5-year term and matching funds underscore a long-term policy commitment and partnership model that reflect the Plan's implementation strategies.

**4. Additional Requirements**

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. No conflicting goals or policies were identified. The agenda item fully supports the health and equity vision articulated in Chapter 7 of the Plan.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The Detoxification Department provides medically monitored withdrawal inpatient treatment services to adults experiencing substance use dependency. Among the goals have been to seek grant funding to aid in the operations of the center to provide services to uninsured and underinsured individuals.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

**Fiscal Impact**

Fiscal Year: FY25-26

| | |
|---|---|
| Budgeted Y/N?: | N |
| Source of Funds: | TX HHSC |
| Account #: | 274-7413 |
| Change Order: Exceeds 25% Y/N: | Y |

**FINANCIAL IMPACT:**
Funds will allow the program to serve individuals who are uninsured or underinsured. Project Code DETS01. Revenues will be 274-7413-323-6305 & expenses in 274-7413.

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

**SIGNATURE DOCUMENT FOR**
**HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT**
**CONTRACT NO. HHS001535500049**
**UNDER THE**
**TREATMENT SERVICES GRANT PROGRAM**

The parties to this agreement ("Grant Agreement" or "Contract") are the **Health and Human Services Commission** ("System Agency") and **City of Laredo DBA ROOTS Recovery Center** ("Grantee"), having its principal office at 1110 Houston St, Laredo, TX 78040 (each a "Party" and collectively the "Parties").

## I. PURPOSE

The purpose of this Grant Agreement is for the Grantee to provide substance use treatment and behavioral health services to eligible participants to promote and support recovery. The programs: Treatment for Adults (TRA), Treatment for Females (TRF) and Treatment for Youth (TRY) will increase evidence-based treatment options across the State of Texas to reduce the use of substances, foster active participation in services, and support engagement in recovery.

## II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to provisions of the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS), under Article 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service (PHS) Act. In addition, this Grant Agreement is authorized under Texas Government Code, Chapter 531, Title 4, Subtitle I.

## III. DURATION

This Grant Agreement is effective on September 1, 2025, and terminates on August 31, 2030, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days' advance written notice to Grantee, at the end of the Grant Agreement term, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State for up to 12 months, in one-month intervals, at the then-current Contract rate(s), if applicable, as modified during the term of the Contract.

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

## IV. SCOPE OF GRANT PROJECT

The Request for Applications (RFA), including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as **Attachment A**.

## V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **$9,111,695.00**

This includes the System Agency share of **$8,677,805.00** and Grantee's required match amount of **$433,890.00**.

The allocations for each fiscal year of this Grant Agreement are documented below.

State Fiscal Year (FY) 2026 (September 1, 2025- August 31, 2026) allocations are as follows:

| Program ID | FY 2026 System Agency Share | FY 2026 Required Match | FY 2026 Total Contract Value |
|---|---|---|---|
| TRA | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |
| TRY | **$0.00** | **$0.00** | **$0.00** |
| TRF | **$0.00** | **$0.00** | **$0.00** |
| **TOTAL:** | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |

State FY 2027 (September 1, 2026- August 31, 2027) allocations are as follows:

| Program ID | FY 2027 System Agency Share | FY 2027 Required Match | FY 2027 Total Contract Value |
|---|---|---|---|
| TRA | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |
| TRY | **$0.00** | **$0.00** | **$0.00** |
| TRF | **$0.00** | **$0.00** | **$0.00** |
| **TOTAL:** | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |

State FY 2028 (September 1, 2027- August 31, 2028) allocations are as follows:

| Program ID | FY 2028 System Agency Share | FY 2028 Required Match | FY 2028 Total Contract Value |
|---|---|---|---|
| TRA | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |
| TRY | **$0.00** | **$0.00** | **$0.00** |
| TRF | **$0.00** | **$0.00** | **$0.00** |
| **TOTAL:** | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |

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State FY 2029 (September 1, 2028- August 31, 2029) allocations are as follows:

| Program ID | FY 2029 System Agency Share | FY 2029 Required Match | FY 2029 Total Contract Value |
|---|---|---|---|
| TRA | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |
| TRY | **$0.00** | **$0.00** | **$0.00** |
| TRF | **$0.00** | **$0.00** | **$0.00** |
| **TOTAL:** | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |

State FY 2030 (September 1, 2029- August 31, 2030) allocations are as follows:

| Program ID | FY 2030 System Agency Share | FY 2030 Required Match | FY 2030 Total Contract Value |
|---|---|---|---|
| TRA | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |
| TRY | **$0.00** | **$0.00** | **$0.00** |
| TRF | **$0.00** | **$0.00** | **$0.00**] |
| **TOTAL:** | **$1,735,561.00** | **$86,778.00** | **$1,822,339.00** |

The total not-to-exceed amount includes the following:

Total Federal Funds: **$8,677,805.00**
Total State Funds: **$0.00**

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FISCAL REQUIREMENTS**.

## VI. REPORTING REQUIREMENTS

The table below documents all reporting requirements for all Treatment programs. (If specific fiscal years are not stated under "Due Date," then that report is considered due every fiscal year.)

The Grantee can identify the reports required to be submitted by referencing **Attachment A**.

| REPORT NAME | FREQUENCY | DUE DATE | SUBMISSION METHOD |
|---|---|---|---|
| Implementation Plans | Annually | FY27- FY30<br>June 15th | CMBHS |

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

| | | | |
|---|---|---|---|
| Quarterly Activity Reports | Quarterly | Each FY<br>Q1: December 15th<br>Q2: March 15th<br>Q3: June 15th<br>Q4: September 15th | CMBHS |
| Quality Management Monitoring Report | Annually | End of Each FY<br>September 15th | CMBHS |
| Security Attestation Form and List of Authorized Users | Semi-Annually | Each FY<br>September 15th<br>March 15th | CMBHS |
| Match and Program Income Report | Quarterly | Each FY & Program<br>Q1: December 31st<br>Q2: March 31st<br>Q3: June 30th<br>Q4: September 30th | CMBHS |
| Contract Contact Certifications | Semi-Annually | Each FY<br>September 15th<br>March 15th | CMBHS |
| Financial Statement | Annually | Each FY<br>Six months after Grantee's fiscal year-end date | CMBHS |
| FY Close-out | Annually | Each FY& Program<br>October 15th | CMBHS |

## VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

| **System Agency** | **Grantee** |
|---|---|
| Sal Bursiaga | Dr. San Juana Viviana Martinez |
| Health and Human Services Commission | City of Laredo DBA ROOTS Recovery Center |
| 4601 W. Guadalupe Street | 1110 Houston St |
| Austin, Texas 78751 | Laredo, TX 78040 |
| SUD.Contracts@hhs.texas.gov | svmartinez@ci.laredo.tx.us |

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

## VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## IX. FEDERAL AWARD INFORMATION

Grantee's Unique Entity Identifier is: **HWX7C56NNUV1**

**Federal funding under this Grant Agreement is a subaward under the following federal award.**

**Federal Award Identification Number (FAIN):** 1B08TI087067

A. Assistance Listings Title, Number, and Dollar Amount:
- Substance Use Prevention, Treatment, and Recovery Services Block Grant – 93.959 – $163,037,013

B. Federal Award Date: 7/22/2024
C. Federal Award Period: 10/01/2023—9/30/2025
D. Name of Federal Awarding Agency: Health and Human Services Commission
E. Federal Award Project Description: Substance Use Prevention, Treatment, and Recovery Services Block Grant objective is to help plan, implement, and evaluate activities that prevent and treat substance use.
F. Awarding Official Contact Information: Linda Fulton
Program Official

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

linda.fulton@samhsa.hhs.gov
240-276-1573

G. Total Amount of Federal Funds Awarded to System Agency: $163,037,013

H. Amount of Funds Awarded to Grantee: **$8,677,805.00**

***Note:*** a portion of grant funds may come from state general revenue. At the close of the fiscal year budget period, System Agency will provide notification providing final expenditures by method of finance.

I. Identification of Whether the Award is for Research and Development: No

## X. CONTRACT DOCUMENTS

**The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.**

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

| | |
|---|---|
| **ATTACHMENT A –** | **TREATMENT SERVICES SCOPE OF GRANT PROJECT** |
| **ATTACHMENT A-1 –** | **PERFORMANCE MEASURE REQUIREMENTS** |
| **ATTACHMENT A-2 –** | **CMBHS REQUIREMENTS** |
| **ATTACHMENT B –** | **FISCAL REQUIREMENTS** |
| **ATTACHMENT C –** | **CONTRACT AFFIRMATIONS V.2.5** |
| **ATTACHMENT D –** | **UNIFORM TERMS AND CONDITIONS – GRANT V. 3.5** |
| **ATTACHMENT E –** | **DATA USE AGREEMENT V. 8.5** |
| **ATTACHMENT F –** | **ADDITIONAL PROVISIONS** |
| **ATTACHMENT G –** | **FEDERAL ASSURANCES** |
| **ATTACHMENT H –** | **CERTIFICATION REGARDING LOBBYING** |
| **ATTACHMENT I –** | **FFATA CERTIFICATION FORM** |
| **ATTACHMENT J –** | **SYSTEM RFA NO. HHS0015355 INCLUDING ALL ADDENDA** |
| **ATTACHMENT K –** | **GRANTEE'S RFA RESPONSE** |
| **ATTACHMENT K-1 –** | **FY26 EXCEPTION TO IMPLEMENTATION PLAN FOR SERVICES** |

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

## XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

**SIGNATURE PAGE FOLLOWS**

Docusign Envelope ID: A6EE8676-BB24-4FBF-85A7-0A6232B27A52

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,**
**CONTRACT NO. HHS001535500049**

| **SYSTEM AGENCY** | **GRANTEE** |
|---|---|
| | Signed by: San Juana Viviana Martinez 51E7643E0E444A7... |
| Signature | Signature San Juana Viviana Martinez |
| | Detoxification Director |
| | August 7, 2025 |
| Date of Signature: | Date of Signature: |

**ORDINANCE 25-1464**

**PUBLIC HEARING AND INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROPRIATE REVENUES IN THE AMOUNT OF $1,735.561.00 AND EXPENDITURES IN THE AMOUNT OF $1,822,339.00 ANNUALLY FOR TREATMENT FOR ADULTS, WITH A 5% MATCH, FOR THE DETOXIFICATION DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2030. THE TOTAL AMOUNT OF THE GRANT WILL NOT EXCEED $9,111,695.00; THIS INCLUDES THE SYSTEM AGENCY SHARE OF $8,677,805.00 AND GRANTEE'S REQUIRED MATCH AMOUNT OF $433,890.00 FOR THE LIFE OF THE GRANT. FUNDS WILL BE ACCOUNTED FOR IN THE DETOXIFICATION DEPARTMENT FUND.**

**WHEREAS,** the City of Laredo obtained funds from the Health and Human Services Commission to the Detoxification Department, ROOTS Recovery Center, to provide voluntary inpatient medically monitored withdraw substance use treatment; and

**WHEREAS,** in order to adequately address these growing concerns within our community, the City Council deems it necessary to address substance use with the primary purpose of administering local and state laws pertaining to substance use treatments; and

**WHEREAS,** after careful consideration of this matter, the City Council deems it advisable, and in the best interest of the general welfare of the City and its citizens, to amend the budget of the City of Laredo.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2023.**

_____
**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 - Supplemental Agenda

**Meeting Date:** 9/2/2025 **Final Readings 10.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute all necessary documents to effectively convey a 15.457 acre tract to the United States Government for the amount of $488,000.00. Parcel being a 15.457 acre tract (673,298 sq. ft.) parcel of land, more or less, being out of a called 933.542 acres, calculated as 930.219 acres, in Porcion 96 Starr County, Texas conveyed to the City of Laredo, Volume 1473, Page 775. Said parcel of land more particularly described by metes and bounds and depicted in attached Exhibit “A” and made part herein.

**VIVA LAREDO PLAN ALIGNMENT**
**Alignment Rating: Moderate**

**Supporting goal(s)/policy(ies):**

**Policy 6.4.4** - “Protect and restore riparian habitats to preserve ecological function and water quality.” *(Viva Laredo Comprehensive Plan, p. 6.23)*

*Relevance:* The retention of existing water rights and guaranteed access to the riverfront aligns with this policy by preserving opportunities for riparian stewardship and potential ecological restoration, even with partial land conveyance.

**Policy 6.4.6** - “Maintain public access to the Rio Grande and its tributaries for recreational, educational, and ecological purposes.” *(Viva Laredo Comprehensive Plan, p. 6.24)*

*Relevance:* The negotiated requirement for two access gates directly supports public riverfront access goals, enabling continued community benefit despite the sale of the property.

**Goal 6.1** - “Protect the long-term viability of Laredo’s natural resources, including water rights, wildlife habitats, and open spaces.” *(Viva Laredo Comprehensive Plan, p. 6.18)*

*Relevance:* Retaining water rights in the transaction directly fulfills the goal of safeguarding natural resources critical to the community’s future sustainability.

**Summary of alignment:**
The ordinance moderately aligns with the Viva Laredo Comprehensive Plan by preserving core community interests-public riverfront access and existing water rights-while transferring ownership of a 15.457-acre tract to the U.S. Government. The conditions included in the conveyance advance **Policy 6.4.6** on public access and **Policy 6.4.4** on riparian protection, as well as **Goal 6.1** regarding long-term resource protection. While the action itself is primarily a property transaction rather than a direct environmental or recreational enhancement, the negotiated terms ensure that key comprehensive plan priorities are maintained.

**PREVIOUS COUNCIL ACTION**

Council approved the Introductory Ordinance on August 18, 2025.

**BACKGROUND**
The U. S. Government made an offer to the City of Laredo to purchase a 15.457 acre tract in Starr County, Texas.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends the approval of this Ordinance.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2025 |
| 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:**
Item will be accounted in the General Fixed Assets.

**Border Infrastructure Project**
**Department of Homeland Security**
**Customs and Border Protection**
**Proposed Acquisition of Tract RGV-RGC-9042**
**Property Description**

County: Starr
Grantor: CITY OF LAREDO
Acreage: 15.457

**Being** a 15.457 acre tract (673,298 sq ft) parcel of land, more or less, being out of a called 933.542 acres, calculated as 930.219 acres, in Porcion 96 Starr County, Texas conveyed to the City of Laredo, Volume 1473, Page 775. Said parcel of land more particularly described by metes and bounds as follows;

**Starting** at COE Project control marker SR-05 2019, having the following NAD83 (2011) Grid Coordinates N=16621139.93, E=957740.48; Thence N 79°34'51" W a distance of 18159.40 feet to a found iron rod at a barbed wire fence corner, at the Northeast corner of the Rogelio Cantu tract, Volume 390, Page 515 and on the West line of the City of Laredo tract, Volume 1473, Page 775 and on the East line of Porcion 95 and on the West line of Porcion 96, for the **Point of Commencement,** having the following coordinates: N=16624424.01, E=939880.51.

**Thence:** S 09°21'06" W along the West line of the City of Laredo tract, Volume 1473, Page 775 and the East line of the Rogelio Cantu tract, Volume 390, Page 515, along said Porcion line, a distance of 4112.42 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-1=9063-2, for the **Point of Beginning,** having the following coordinates: N=16620366.24, E=939212.27, said point being on the Northern boundary of the parcel herein described;

**Thence:** N 67°55'09" E departing said property line, departing said Porcion line, along said Northern boundary, crossing the center of an existing 10 foot wide dirt road at 30 feet, a distance of 456.74 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-1A for a Point on Line;

**Thence:** N 67°55'09" E along said Northern boundary, crossing the center of an existing 10 foot wide dirt road at 30 feet, a distance of 458.29 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-1B for a Point on Line;

**Thence:** N 67°55'09" E along said Northern boundary, a distance of 458.29 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-1C for a Point on Line;

**Thence:** N 67°55'09" E along said Northern boundary, a distance of 458.29 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-1D for a Point on Line;

**Thence:** N 67°55'09" E along said Northern boundary, crossing the center of an existing 10 foot wide dirt road at 346 feet, a distance of 458.29 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-1E for a Point on Line;

**Thence:** N 67°55'09" E along said Northern boundary, a distance of 458.29 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-1F for a Point on Line;

**Thence:** N 67°55'09" E along said Northern boundary, crossing the center of an existing 14 foot wide dirt road at 427 feet, a distance of 458.29 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-2=9043-1 for angle, said point being on the East line of the City of Laredo tract, Volume 1473, Page 775 and on the West line of the A-3 Properties, LTD tract, Volume 1176, Page 619 and on the East line of Porcion 96 and on the West line of Porcion 97;

**Thence:** S 09°28'48" W along said property line, along said Porcion line, departing said Northern boundary, a distance of 246.45 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-3=9043-8 for angle, said point being on the Southern boundary of the parcel herein described;

**Thence:** S 67°55'09" W departing said property line, departing said Porcion line, along said Southern boundary, a distance of 458.16 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-3A for a Point on Line;

**Thence:** S 67°55'09" W along said Southern boundary, crossing the center of an existing 10 foot wide dirt road at 441 feet, a distance of 458.16 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-3B for a Point on Line;

**Thence:** S 67°55'09" W along said Southern boundary, a distance of 458.16 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-3C for a Point on Line;

**Thence:** S 67°55'09" W along said Southern boundary, crossing the center of an existing 10 foot wide dirt road at 424 feet, a distance of 458.16 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-3D for a Point on Line;

**Thence:** S 67°55'09" W along said Southern boundary, crossing the center of an existing 8 foot wide dirt road at 158 feet, a distance of 458.16 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-3E for a Point on Line;

**Thence:** S 67°55'09" W along said Southern boundary, a distance of 458.16 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-3F for a Point on Line;

**Thence:** S 67°55'09" W along said Southern boundary, crossing the center of an existing 9 foot wide dirt road at 389 feet, a distance of 456.93 feet to a set 5/8" x 36" iron rebar and EMC Inc. 3" aluminum cap stamped RGV-RGC-9042-4=9063-3 for angle, said point being on the West line of the City of Laredo tract, Volume 1473, Page 775 and on the East line of the Verne Vanderpool ET AL tract, Volume 815, Page 14 and on the East line of Porcion 95 and on the West line of Porcion 96;

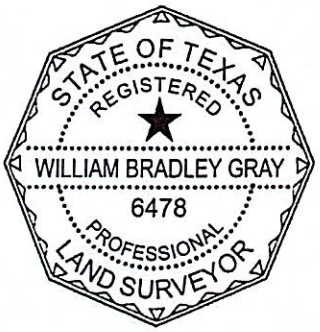
**Thence:** N 09°21'32" E along said property line, along said Porcion line, departing said Southern boundary, crossing the center of an existing 15 foot wide dirt road at 50 feet, a distance of 246.14 feet returning to the **Place of Beginning.**

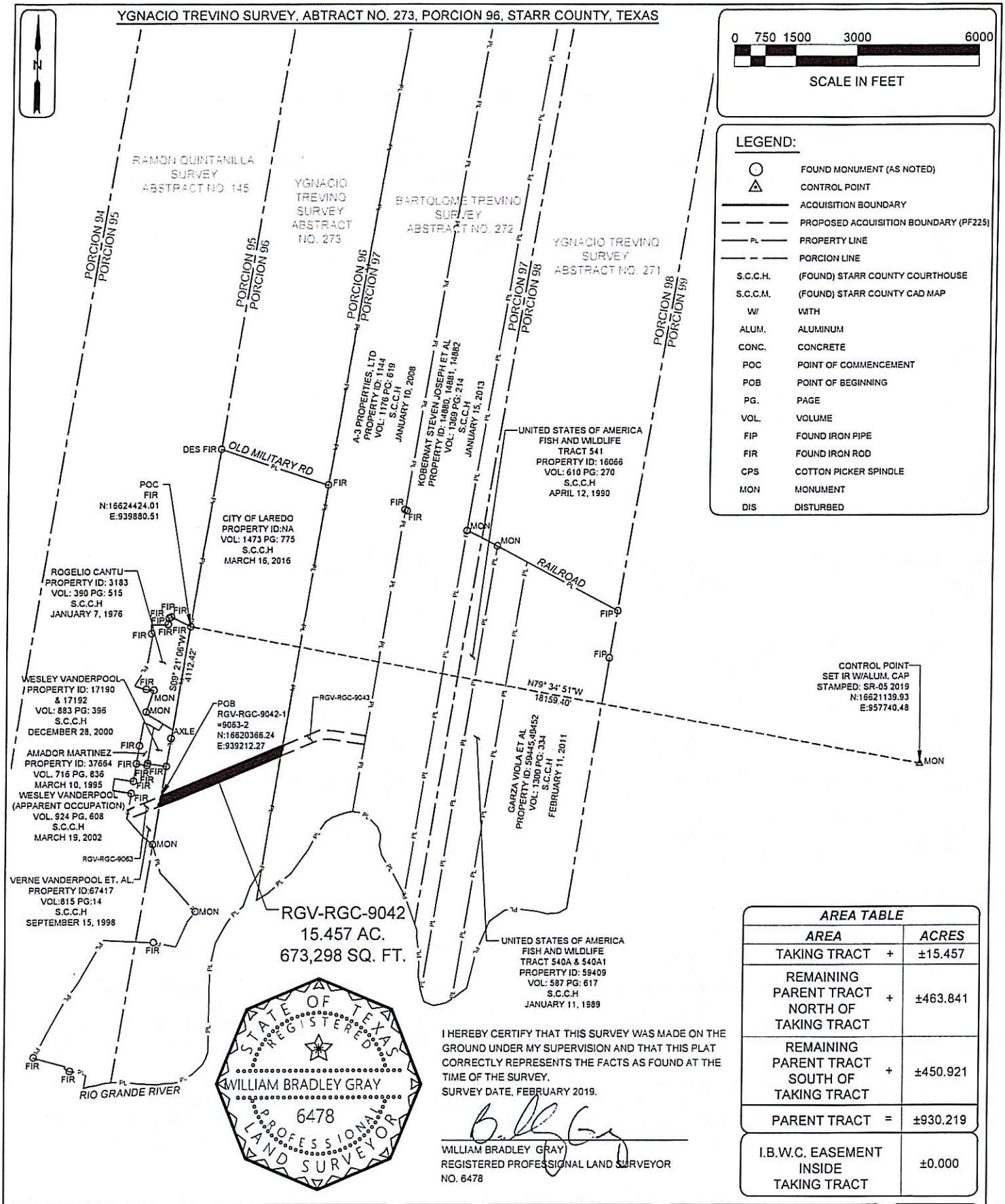
**Note:** THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX SOUTH ZONE (4205), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING A SCALE FACTOR OF 0.999974017 (E.G. GRID X 0.999974017 = SURFACE). ALL AREAS CALCULATED USING GRID COORDINATES.

Prepared Date 11/15/2019
Revision Date 5/29/2020

Signed _____

EMC Inc.
2472 Sunset Drive
Grenada, MS 38901
William Bradley Gray, TX RPLS #6478






| AREA TABLE | | |
|---|---|---|
| AREA | | ACRES |
| TAKING TRACT | + | ±15.457 |
| REMAINING PARENT TRACT NORTH OF TAKING TRACT | + | ±463.841 |
| REMAINING PARENT TRACT SOUTH OF TAKING TRACT | + | ±450.921 |
| PARENT TRACT | = | ±930.219 |
| I.B.W.C. EASEMENT INSIDE TAKING TRACT | | ±0.000 |

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.
SURVEY DATE: FEBRUARY 2019.

WILLIAM BRADLEY GRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6478

SHEET NO. 4 OF 11

METES & BOUNDS SURVEY
CITY OF LAREDO
TRACT NO. RGV-RGC-9042
STARR COUNTY TEXAS

| | |
|---|---|
| DRAWN BY: JP | 5/20 |
| CHECKED BY: WBG | 5/20 |
| SURVEY DATE: | 11/19 |
| PLOT DATE: | 5/20 |
| SHEET SIZE: | ANSI-A |

| MARK | DESCRIPTION | DATE | APPR. |
|---|---|---|---|
| 1 | BOUNDARY CHANGE | 9/17/19 | |
| 2 | BOUNDARY CHANGE | 11/15/19 | |
| 3 | BOUNDARY CHANGE | 5/27/19 | |

BORDER WALL TASK ORDER: 003
CONTRACT NO. : W9128F-15-D-0012

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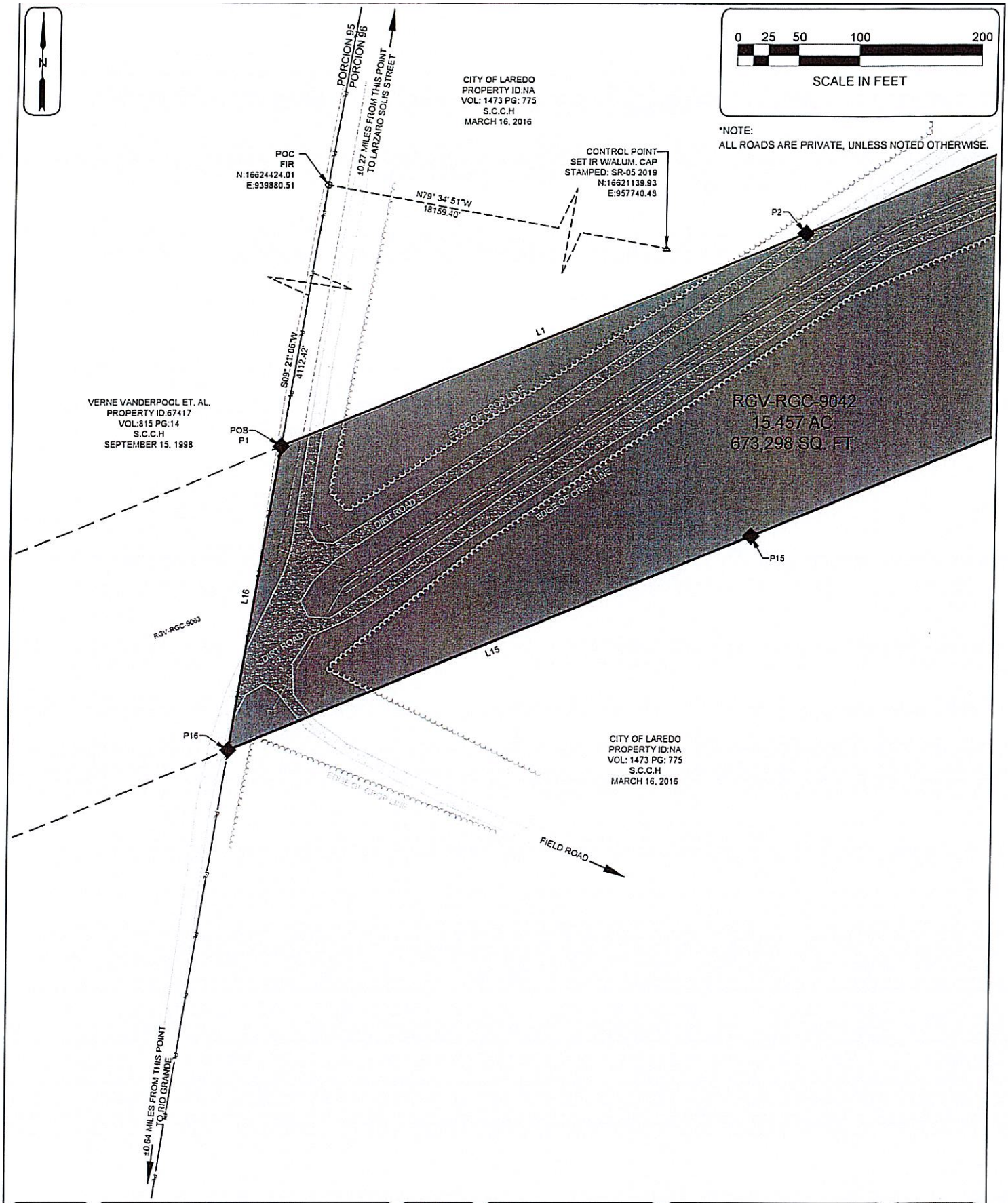
SPECIALISTS IN SURVEYING & MAPPING
Web Address: http://www.emcsurvey.com
2475 SUNSET DR. * GRENADA, MS 38901 * Ph. (662) 226-1891 * Fax (662) 226-1892
CENTERPOINT, TX * PENTA CORP, FL * HOUSTON, TX

US Army Corps of Engineers

EMC, INC. PROJECT NO.: 19036




| SHEET NO. | METES & BOUNDS SURVEY | DRAWN BY: JP 5/20 | CHECKED BY: WBG 5/20 | SURVEY DATE: 11/19 | PLOT DATE: 5/20 | SHEET SIZE: ANSI-A |
|---|---|---|---|---|---|---|
| 5 OF 11 | CITY OF LAREDO<br>TRACT NO. RGV-RGC-9042<br>STARR COUNTY TEXAS | | | | | |

| MARK | DESCRIPTION | DATE | APPR. |
|---|---|---|---|
| 1 | BOUNDARY CHANGE | 9/17/19 | |
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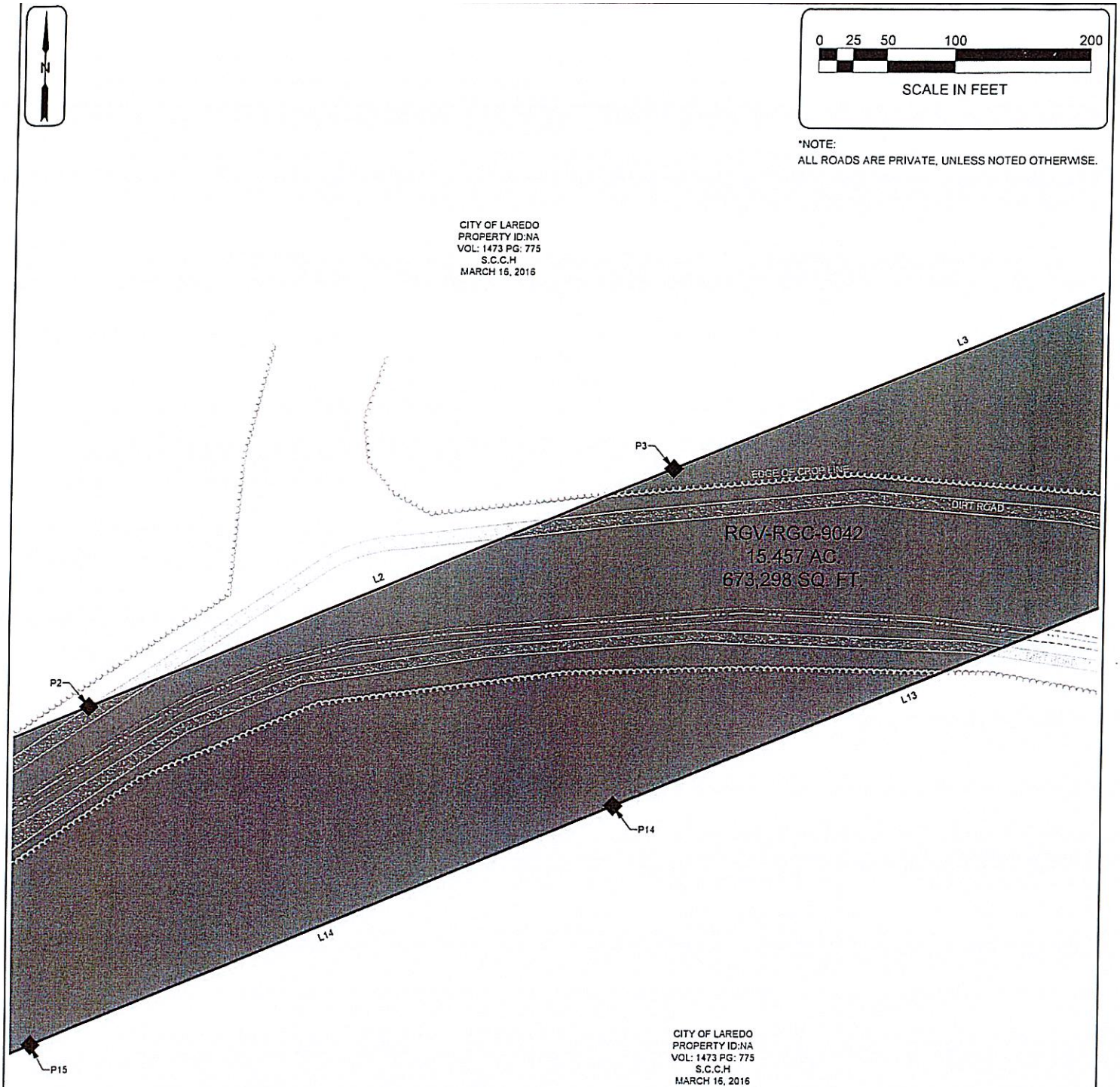


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|---|---|---|---|
| SHEET NO. | METES & BOUNDS SURVEY | DRAWN BY: JP 5/20 | MARK \| DESCRIPTION \| DATE \| APPR. |
| 6 OF 11 | CITY OF LAREDO | CHECKED BY: WBG 5/20 | 1 \| BOUNDARY CHANGE \| 9/17/19 |
| | TRACT NO. RGV-RGC-9042 | SURVEY DATE: 11/19 | 2 \| BOUNDARY CHANGE \| 11/15/19 |
| | STARR COUNTY TEXAS | PLOT DATE: 5/20 | 3 \| BOUNDARY CHANGE \| 5/27/19 |
| | | SHEET SIZE: ANSI-A | BORDER WALL TASK ORDER: 003 CONTRACT NO. : W9128F-15-D-0012 |

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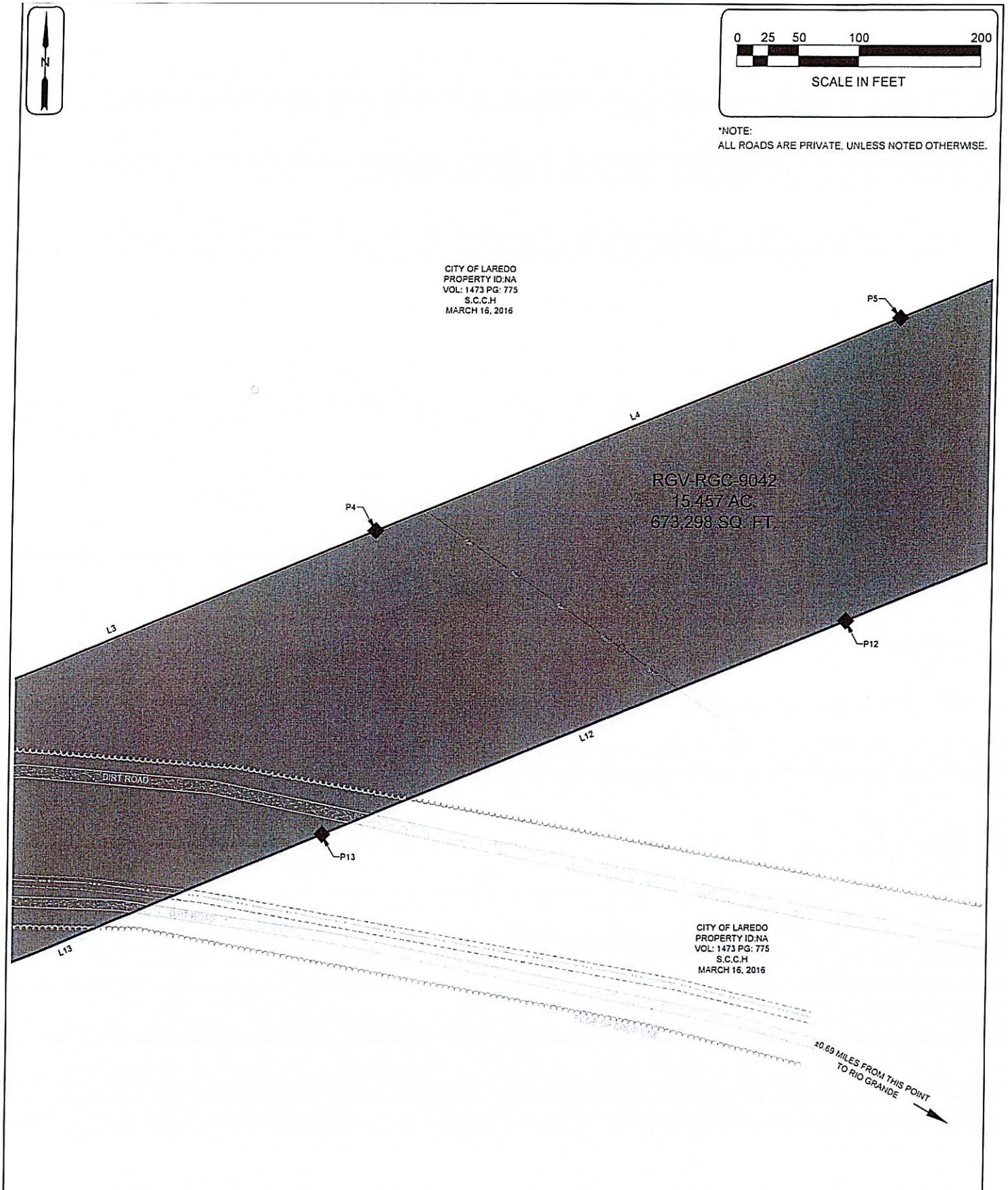
CENTER POINT, LA • PONTA GORDA, FL • HOUSTON, TX

US Army Corps of Engineers

EMC, INC. PROJECT NO.: 19036

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|---|---|---|---|
| SHEET NO. | METES & BOUNDS SURVEY | DRAWN BY: JP 5/20 | MARK \| DESCRIPTION \| DATE \| APPR. |
| 7 OF 11 | CITY OF LAREDO | CHECKED BY: WBG 5/20 | 1 \| BOUNDARY CHANGE \| 9/17/19 |
| | TRACT NO. RGV-RGC-9042 | SURVEY DATE: 11/19 | 2 \| BOUNDARY CHANGE \| 11/15/19 |
| | STARR COUNTY TEXAS | PLOT DATE: 5/20 | 3 \| BOUNDARY CHANGE \| 5/27/19 |
| | | SHEET SIZE: ANSI-A | BORDER WALL TASK ORDER: 003 CONTRACT NO. : W9128F-15-D-0012 |

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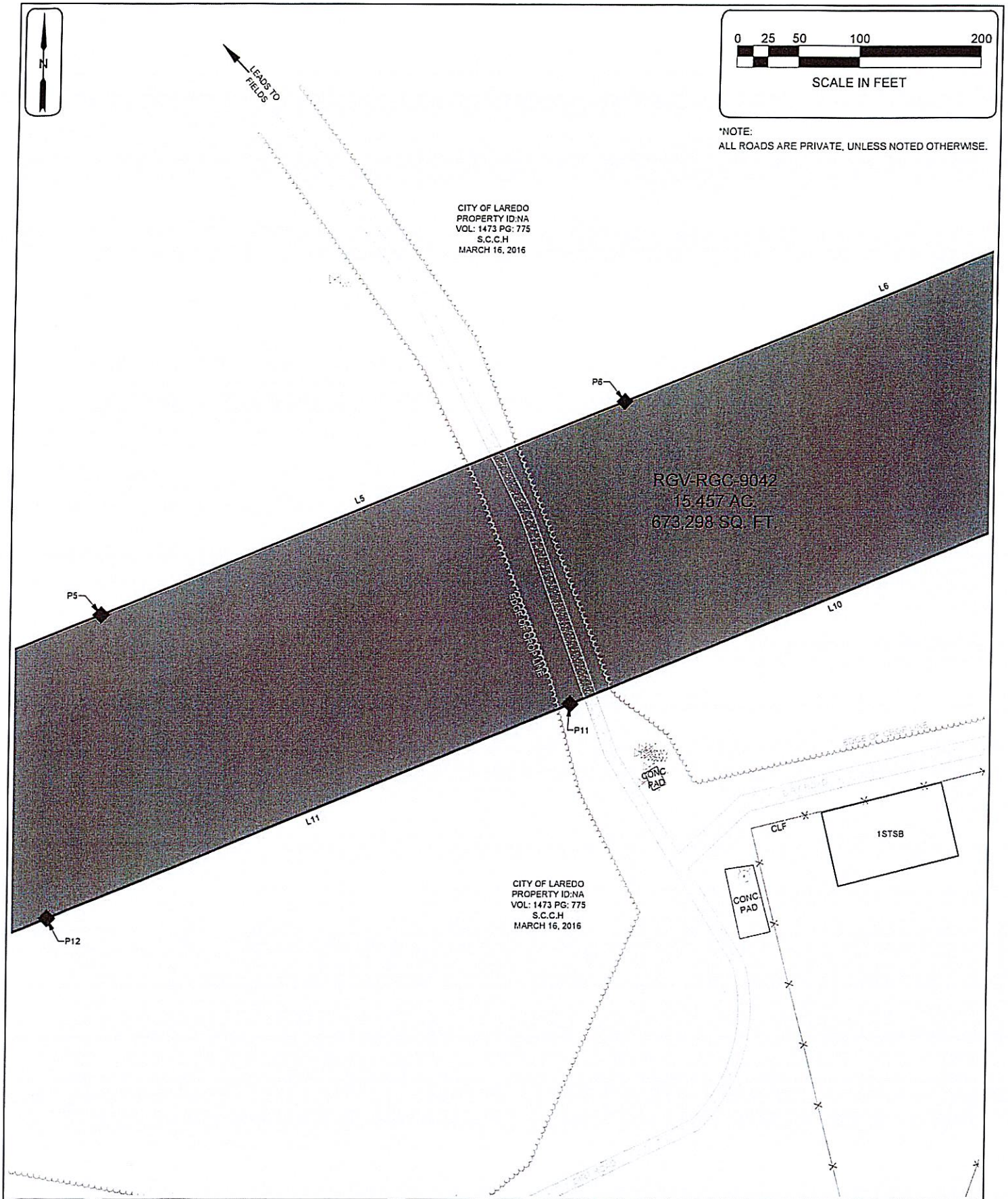
Web Address: http://www.emcsurvey.com
2472 S. Jasper Dr. * Granada, MS 38901 * Ph. (662)226-5156 * Fax (662)226-5175
Corpus Christi, TX * Pharr, TX * Santa Rosa, NM * Houston, TX

US Army Corps of Engineers

EMC. INC. PROJECT NO.: 19036




| SHEET NO. | METES & BOUNDS SURVEY | DRAWN BY: JP 5/20 | CHECKED BY: WBG 5/20 | SURVEY DATE: 11/19 | PLOT DATE: 5/20 | SHEET SIZE: ANSI-A |
|---|---|---|---|---|---|---|
| 8 OF 11 | CITY OF LAREDO<br>TRACT NO. RGV-RGC-9042<br>STARR COUNTY TEXAS | | | | | |

| MARK | DESCRIPTION | DATE | APPR. |
|---|---|---|---|
| 1 | BOUNDARY CHANGE | 9/17/19 | |
| 2 | BOUNDARY CHANGE | 11/15/19 | |
| 3 | BOUNDARY CHANGE | 5/27/19 | |

BORDER WALL TASK ORDER: 003
CONTRACT NO. : W9128F-15-D-0012

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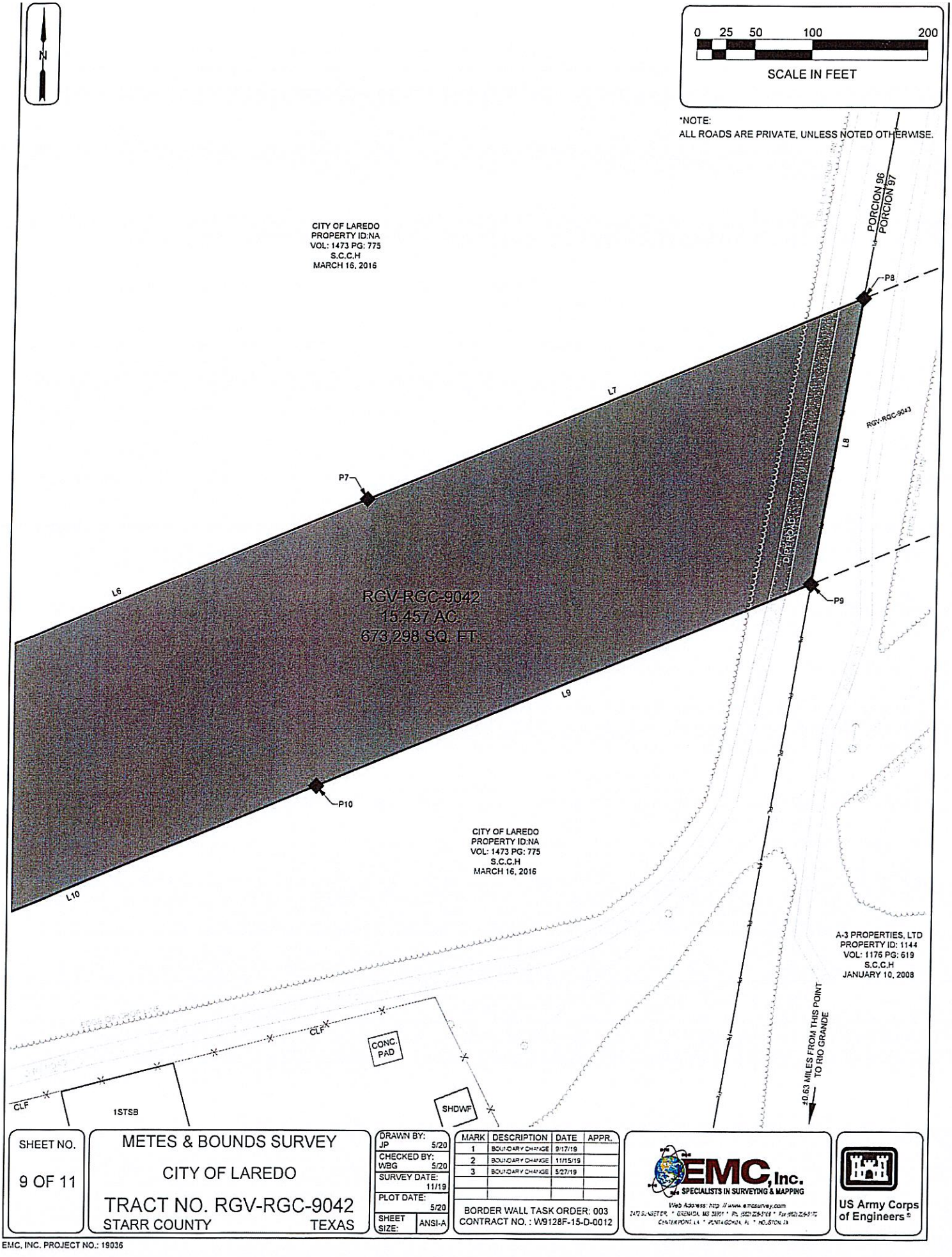
EMC, INC. PROJECT NO.: 19036




| SHEET NO. | METES & BOUNDS SURVEY | DRAWN BY: JP 5/20 | CHECKED BY: WBG 5/20 | SURVEY DATE: 11/19 | PLOT DATE: 5/20 | SHEET SIZE: ANSI-A |
|---|---|---|---|---|---|---|
| 9 OF 11 | CITY OF LAREDO<br>TRACT NO. RGV-RGC-9042<br>STARR COUNTY TEXAS | | | | | |

| MARK | DESCRIPTION | DATE | APPR. |
|---|---|---|---|
| 1 | BOUNDARY CHANGE | 9/17/19 | |
| 2 | BOUNDARY CHANGE | 11/15/19 | |
| 3 | BOUNDARY CHANGE | 5/27/19 | |

BORDER WALL TASK ORDER: 003
CONTRACT NO. : W9128F-15-D-0012

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LEGEND:

| | | | | | |
|---|---|---|---|---|---|
| FOUND MONUMENT (AS NOTED) | | COMMUNICATION/TELEPHONE JUNCTION BOX/PEDESTAL | | GAS LINE | |
| SET MONUMENT | | OVERHEAD COMMUNICATIONS/TELEPHONE LINE | | EDGE OF RIPRAP | |
| CONTROL POINT | | UNDERGROUND COMMUNICATIONS/TELEPHONE LINE | | EDGE OF VEGETATING (TYPE NOTED) | |
| ACQUISITION BOUNDARY | | UNDERGROUND FIBER OPTIC LINE | | MISCELLANEOUS SYMBOL (SEE LABEL) | |
| PROPOSED ACQUISITION BOUNDARY (PF225) | | CATCH BASIN | S.C.C.H. | (FOUND) STARR COUNTY COURTHOUSE | |
| EASEMENT LINE | | STORM GRATE | S.C.C.M. | (FOUND) STARR COUNTY CAD MAP | |
| PROPERTY LINE | | STORM SEWER VALVE | W/ | WITH | |
| PORCION LINE | | STORM MANHOLE | UNK. | UNKNOWN | |
| EXISTING WALL | | STORM SEWER | ALUM. | ALUMINUM | |
| LEVEE TOP BANK | | CULVERT | CONC. | CONCRETE | |
| LEVEE TOE | | HEADWALL AND WINGWALL | CULV. | CULVERT | |
| EDGE OF ROAD (TYPE NOTED) | | TOP OF DITCH | POC | POINT OF COMMENCEMENT | |
| GUARD RAIL | | BOTTOM OF DITCH | POB | POINT OF BEGINNING | |
| SAVE AND EXCEPT AREA | | EDGE OF WATER | PG. | PAGE | |
| | | WATER PUMP | VOL. | VOLUME | |
| EDGE OF SIDEWALK | | MONITORING WELL | MON | MONUMENT | |
| BUILDING OUTLINE (SEE LABEL) | | WATER VALVE | FIP | FOUND IRON PIPE | |
| FENCE (TYPE NOTED) | | WATER METER | FIR | FOUND IRON ROD | |
| EDGE OF STRUCTURE (SEE LABEL) | | HYDRANT | CPS | COTTON PICKER SPINDLE | |
| BRIDGE OUTLINE | | WATER EXTINGUISHER/FAUCET/SPICKET | DIS | DISTURBED | |
| OVERHEAD ELECTRICAL LINE | | WATER MANHOLE | 1STFR | 1 STORY FRAME HOUSE | |
| UNDERGROUND ELECTRICAL LINE | | WATER LINE | 2STFR | 2 STORY FRAME HOUSE | |
| LIGHT POLE | | LIFT STATION | 1STBR | 1 STORY BRICK HOUSE | |
| UTILITY POLE | | PUMP STATION | 2STBR | 2 STORY BRICK HOUSE | |
| GUY END | | SEWER CLEAN OUT | 1STCB | 1 STORY COMMERCIAL BUILDING | |
| GUY POLE | | SEWER MANHOLE | 2STCB | 2 STORY COMMERCIAL BUILDING | |
| JUNCTION BOX | | SEWER WATER PUMP | 1STSB | 1 STORY STORE BUILDING | |
| ELECTRICAL MANHOLE | | SANITARY SEWER VAULT | 2STSB | 2 STORY STORE BUILDING | |
| ELECTRICAL METER | | SANITARY SEWER LINE | SHDWF | SHED WOOD FRAME | |
| ELECTRICAL PULL BOX | | GAS TANK | SHDBR | SHED BRICK | |
| TRANSMISSION TOWER | | GAS VALVE | CLF | CHAIN LINK FENCE | |
| SUBSTATION | | GAS METER | WF | WOODEN FENCE | |
| ELECTRICAL TRANSFORMER | | GAS LINE MARKER | SBF | STONE OR BRICK FENCE | |
| COMMUNICATIONS/TELEPHONE MANHOLE | | GAS VAULT | BWF | BARBED WIRE FENCE | |

GENERAL SURVEYOR'S NOTES:

1. THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX SOUTH ZONE(4205), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING A SCALE FACTOR OF 0.999974017 (E.G. GRID X 0.999974017 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SUBJECT PARCEL MAY BE SUBJECT TO RECORDED, UNRECORDED OR MIS-INDEXED INSTRUMENTS OR FACTS WHICH WOULD BE REVEALED BY A THOROUGH TITLE EXAMINATION.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND/OR GIS INFORMATION PROVIDED BY THE COUNTY AND IS NOT BASED ON FIELD DIMENSIONS.
5. EMC, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS THE PRIME CONSULTANT. THE CORP'S CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-11453.
6. TEXAS 811 UTILITY LOCATE REQUEST WAS SUBMITTED FOR THIS SURVEY ON JULY 30, 2019 (TICKET NO. 1971165549).
7. LONE STAR 811 UTILITY LOCATE REQUEST WAS SUBMITTED FOR THIS SURVEY ON JULY 30, 2019 (TICKET NO. 592141616).

| | | | | |
|---|---|---|---|---|
| SHEET NO. 10 OF 11 | METES & BOUNDS SURVEY<br>CITY OF LAREDO<br>TRACT NO. RGV-RGC-9042<br>STARR COUNTY TEXAS | DRAWN BY: JP 5/20<br>CHECKED BY: WBG 5/20<br>SURVEY DATE: 11/19<br>PLOT DATE: 5/20<br>SHEET SIZE: ANSI-A | BORDER WALL TASK ORDER: 003<br>CONTRACT NO. : W9128F-15-D-0012 | EMC, Inc. SPECIALISTS IN SURVEYING & MAPPING<br>US Army Corps of Engineers® |

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| 3 | BOUNDARY CHANGE | 5/27/19 | |
| | | | |
| | | | |

EMC, INC. PROJECT NO.: 19036

| PARCEL TABLE | | | | | |
|---|---|---|---|---|---|
| MONUMENT/LINE/CURVE# | MONUMENT NAME | NORTHING | EASTING | DISTANCE | DIRECTION |
| P1 | RGV-RGC-9042-1=9063-2 | 16620366.24 | 939212.27 | | |
| L1 | | | | 456.74' | N67°55'09"E |
| P2 | RGV-RGC-9042-1A | 16620537.93 | 939635.51 | | |
| L2 | | | | 458.29' | N67°55'09"E |
| P3 | RGV-RGC-9042-1B | 16620710.21 | 940060.18 | | |
| L3 | | | | 458.29' | N67°55'09"E |
| P4 | RGV-RGC-9042-1C | 16620882.49 | 940484.86 | | |
| L4 | | | | 458.29' | N67°55'09"E |
| P5 | RGV-RGC-9042-1D | 16621054.77 | 940909.54 | | |
| L5 | | | | 458.29' | N67°55'09"E |
| P6 | RGV-RGC-9042-1E | 16621227.05 | 941334.22 | | |
| L6 | | | | 458.29' | N67°55'09"E |
| P7 | RGV-RGC-9042-1F | 16621399.32 | 941758.90 | | |
| L7 | | | | 458.29' | N67°55'09"E |
| P8 | RGV-RGC-9042-2=9043-1 | 16621571.60 | 942183.57 | | |
| L8 | | | | 246.45' | S09°28'48"W |
| P9 | RGV-RGC-9042-3=9043-8 | 16621328.51 | 942142.98 | | |
| L9 | | | | 458.16' | S67°55'09"W |
| P10 | RGV-RGC-9042-3A | 16621156.28 | 941718.43 | | |
| L10 | | | | 458.16' | S67°55'09"W |
| P11 | RGV-RGC-9042-3B | 16620984.06 | 941293.87 | | |
| L11 | | | | 458.16' | S67°55'09"W |
| P12 | RGV-RGC-9042-3C | 16620811.83 | 940869.32 | | |
| L12 | | | | 458.16' | S67°55'09"W |
| P13 | RGV-RGC-9042-3D | 16620639.60 | 940444.76 | | |
| L13 | | | | 458.16' | S67°55'09"W |
| P14 | RGV-RGC-9042-3E | 16620467.37 | 940020.21 | | |
| L14 | | | | 458.16' | S67°55'09"W |
| P15 | RGV-RGC-9042-3F | 16620295.15 | 939595.66 | | |
| L15 | | | | 456.93' | S67°55'09"W |
| P16 | RGV-RGC-9042-4=9063-3 | 16620123.38 | 939172.24 | | |
| L16 | | | | 246.14' | N09°21'32"E |

SHEET NO.
11 OF 11

METES & BOUNDS SURVEY
CITY OF LAREDO
TRACT NO. RGV-RGC-9042
STARR COUNTY TEXAS

| | |
|---|---|
| DRAWN BY: JP | 5/20 |
| CHECKED BY: WBG | 5/20 |
| SURVEY DATE: | 11/19 |
| PLOT DATE: | 5/20 |
| SHEET SIZE: | ANSI-A |

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**Exhibit "B"**

ESTATE TAKEN

Starr County, Texas

Tract: RGV-RGC-9042

Owner: City of Laredo

Acres: 15.457

The estate acquired is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to the mineral interests of third parties; excepting and reserving to the Grantor all interests in minerals and appurtenant rights for the exploration, development, production and removal of said minerals;

Reserving to the owners of property identified in Exhibit A of General Warranty Deed recorded at Volume 1473, Page 775, Document No. 00328916, Official Records of Starr County, Texas, reasonable access to and from the owner's lands lying between the Rio Grande River and the border barrier through opening(s) or gate(s) in the border barrier between the westernmost mark labeled "Beginning" and easternmost mark labeled "Ending" depicted on the map below;

Excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of the border barrier.

Border Infrastructure Project- RGC-06-C

RGV Sector / Starr County

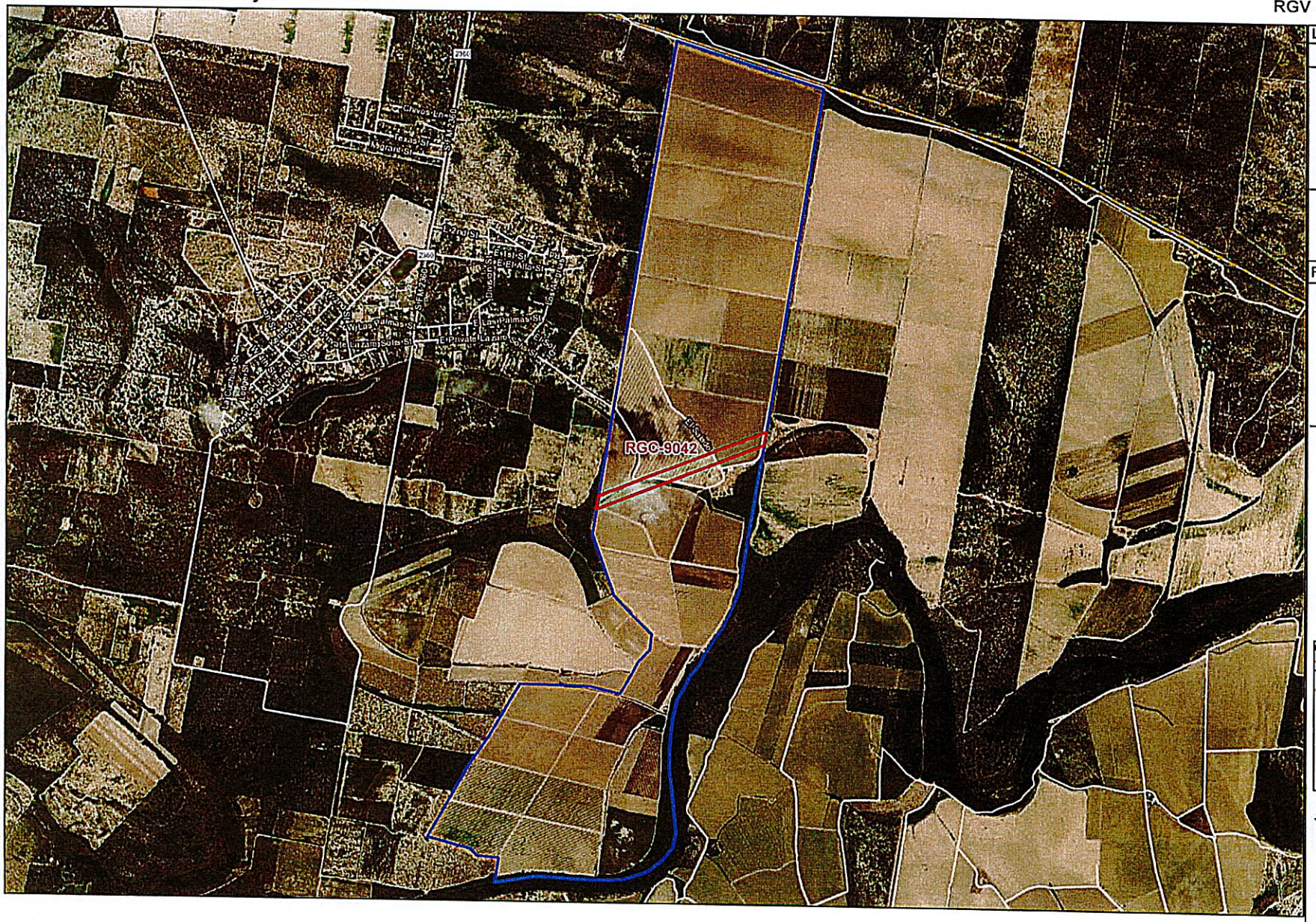
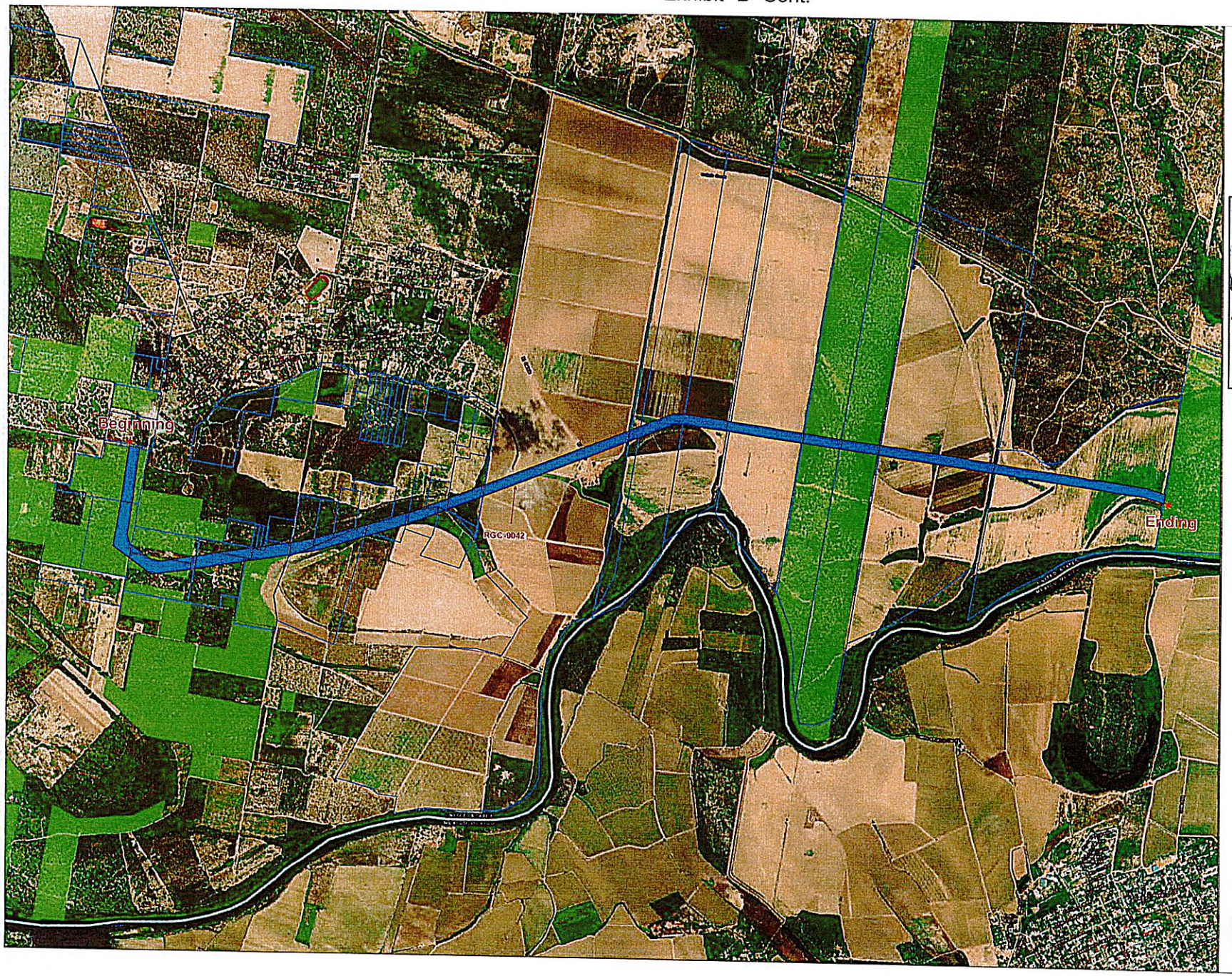


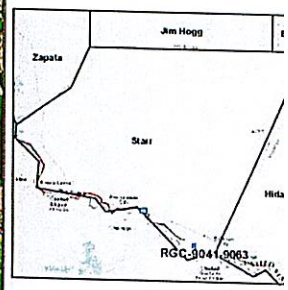
Exhibit "B" Cont.




Border Infrastructu
Project

# RGV-06

RGC-9041-9063




Starr County,
Texas

## Legend

Tracts

ParentTract

N
W E
S

0 900 1,800 3,600 F

1 inch = 828 feet

February 25, 2020

## ORDINANCE 2025-O-160

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTIVELY CONVEY A 15.457 ACRE TRACT TO THE UNITED STATES GOVERNMENT FOR THE AMOUNT OF $488,000.00. PARCEL BEING A 15.457 ACRE TRACT (673,298 SQ. FT.) PARCEL OF LAND, MORE OR LESS, BEING OUT OF A CALLED 933.542 ACRES, CALCULATED AS 930.219 ACRES, IN PORCION 96 STARR COUNTY, TEXAS CONVEYED TO THE CITY OF LAREDO, VOLUME 1473, PAGE 775. SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND DEPICTED IN ATTACHED EXHIBIT "A" AND MADE PART HEREIN.**

**WHEREAS**, the Unite States Government presented an offer to the City of Laredo to purchase a 15.457 acre tract located in Starr County, Texas; and

**WHEREAS**, the City has agreed to sell the 15.457 acre tract contingent to the U.S. Government provide the City with two designated access points to the riverfront portion of the property through the installation of two gates; and

**WHEREAS**, the City of Laredo will retain all existing water rights associated with the property.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

SECTION 1. The City Manager is authorized to execute all necessary documents to effectively convey a 15.457 acre tract to the United States Government in the amount of $488,000.00.

**SECTION 2.** The City of Laredo will have access to the riverfront portion of the parcel and where the City will retain all existing water rights associated with the property.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025

_____
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

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Final Readings 11.**

**SUBJECT**
An ordinance amending the City of Laredo Code of Ordinances, Chapter 7, "Buildings & Building Regulations," by amending Article 11, "Registration of General Contractors and Subcontractors," Section 7-20 Administration; Section 7-28, Increase for annual registration fee; a severability clause; a publication clause; and an effective date.

**PREVIOUS COUNCIL ACTION**
On August 18, 2025, City Council approved the Public Hearing and Introductory Ordinance.

**BACKGROUND**
The City of Laredo, a home rule city, is permitted to issue building permits and regulate all construction activity. The registration of construction contractors and sub-contractors will ensure that all work done in the City is performed by a registration or subcontractor.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Introduce this ordinance.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2026 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | 101-0000-312-20-30 |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**
Building revenues will be affected by proposed changes.

ORDINANCE NO: 2025-O-156

AN ORDINANCE AMENDING THE CITY OF LAREDO CODE OF ORDINANCES, CHAPTER 7, "BUILDINGS & BUILDING REGULATIONS," BY AMENDING ARTICLE 11. "REGISTRATION OF GENERAL CONTRACTORS AND SUBCONTRACTORS," SECTION 7-20 ADMINISTRATION; SECTION 7-28, INCREASE FOR ANNUAL REGISTRATION FEE; A SEVERABILITY CLAUSE; A PUBLICATION CLAUSE; AND AN EFFECTIVE DATE.

WHERAS the City of Laredo seeks to provide for safe and orderly construction activities within its corporate limits; and

WHEREAS the City of Laredo is authorized to regulate construction pursuant to Texas Local Government Code Chapters 51, 54 and 217; and

WHEREAS, the City of Laredo finds that the mandatory registrations of contractors and subcontractors is necessary for the public health, safety and general welfare.

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

SECTION 1: Amending Chapter 7, Article Il. Section 7-20 and Section 7-28 of the City of Laredo Code of Ordinances, to read as follows:

ARTICLE 11.

REGISTRATION OF GENERAL CONTRACTORS AND SUBCONTRACTORS

Section 7-20 Administration

The City Manager is the principal city official responsible for the regulation of the same and ordinances regulated; therefore, the City Manager will delegate any and all duties hereunder to the [~~Building Development Services Director~~] *Planning Department Director*. The [~~Building Development Services Director~~] *Planning Department Director* will instruct the Building Official or their designees to enforce said ordinance.

Section 7-28 Registration Fee

All general contractors and subcontractors except licensed electricians and plumbers shall be required to pay an annual administrative fee of [~~fifty~~] *sixty* dollars [~~($50.00)~~] *$60.00* prior to undertaking work within the city limits which will be collected upon registration.

SECTION 2: SEVERABILITY. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of

the City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

SECTION 3: PUBLICATION. This Ordinance shall be published in a manner by section 2.09 (D) of the charter of the City of Laredo

SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective from and after its adoption and publication required by the City Charter and by state law.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.**

_____
**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTEST:**

_____
**MARIO I. MALDONADO JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

_____

**BY: XAVIER CHARLES**
**ASSISTANT CITY ATTORNEY**

# City of Laredo

## City Council - Supplemental Agenda

**Meeting Date:** 9/2/2025 **Final Readings 12.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending Chapter 6, “Animal and Fowl,” Article I “In General” of the Code of Ordinances Section 6-119 “Registration, vaccination and permit fees” to update Section 6-119 “Registration, vaccination and permit fees” to amend the schedule of fees; and providing for 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 vaccination programs for animals to prevent the spread of zoonotic diseases and protect public health.

**Summary of alignment:** This ordinance aligns with the Viva Laredo Comprehensive Plan by ensuring that animal vaccination and registration programs remain effective and financially sustainable. Updating the fee schedule supports the City’s ability to maintain compliance, improve participation in vaccination programs, and prevent the spread of diseases that can be transmitted between animals and humans. These updates strengthen the City’s public health infrastructure, reduce the risk of zoonotic disease outbreaks, and protect both residents and animals in alignment with the Viva Laredo Comprehensive Plan’s objectives.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The City of Laredo Public Health Department, Division of Animal Control wishes to amend fees for services provided in order to address current operation needs and services that are an essential part of public health and safety.

**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. 2025-O-148**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 6, "ANIMALS AND FOWL," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES SECTION 6-119 "REGISTRATION, VACCINATION AND PERMIT FEES" TO UPDATE SECTION 6-119 "REGISTRATION, VACCINATION, AND PERMIT FEES" TO AMEND THE SCHEDULE OF FEES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** City of Laredo Public Health Department, Division of Animal Services is amending fees for services provided in order to address current operational needs; and,

**WHEREAS**, services are an essential part of public health and safety.

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

**Section 1:** Chapter 6, "Animal and Fowl." Article I "In General" of the City of Laredo Code of Ordinances, is hereby amended as follows:

ARTICLE I. – IN GENERAL

…

Chapter 6 – Fees for services.

Sec. 6-119. – Registration, vaccination and permit fees.

Registration fees will not go into effect until [~~August 1, 2011~~] *October 1, 2025.*

(a) (1) Spayed or neutered dog or cat registration fee .....[~~$2.00~~] *$10.00*
(2) Intact dog or cat registration fee .....[~~$5.00~~] *$20.00*
(3) Reserved. .....
(4) Microchip fee is the actual cost plus any associated costs (shipping, handling and sales tax if appropriate). .....
(5) An administrative fee not to exceed twelve dollars ($12.00) will be added (if chip is inserted by health department) in addition to the cost of the microchip. .....

(b) (1) Spayed or neutered dog or cat rabies vaccination fee .....$12.00
(2) Intact dog or cat rabies vaccination fee .....$12.00

(c) Litter permit fee/per litter/dog .....[~~$15.00~~] *$100.00*

(d) Special permit fee .....$15.00

(e) Circuses permit fee/event .....[~~$200.00~~] *$500.00*

(f) Grooming shop permit fee .....[~~$25.00~~] *$100.00*

(g) Performing animal exhibit permit fee (horse show, dog show)/event .....[~~$25.00~~] *$100.00*

(h) Pet store/pet shop permit fee: .....
(1) Selling only birds, fish, mice, rats and gerbils .....[~~$25.00~~] *$100.00*

(2) All other pet stores .....[~~$50.00~~] *$300.00*

(i) Petting zoo permit fee (temporary; less than ten (10) days) .....[~~$25.00~~] *$50.00*

(j) Rodeo permit fee .....[~~$200.00~~] *$500.00*

(k) Lost or damaged animal traps fee .....$50.00

(l) Tissue fee (animal brain diagnostic) for preparation, processing, and shipment .....$50.00

(m) Dangerous dog registration fee .....$100.00

(n) Livestock fee .....$200.00

(o) Impoundment fee .....[~~$15.00~~] *$20.00*

Observation .....[~~$25.00~~] *$30.00*

(p) Boarding and care/day .....$10.00

For livestock .....$20.00

(q) Voluntary surrender .....[~~$15.00~~] *$50.00*

(r) Adoption fee .....$60.00

~~[(t)]~~ *(s)* Trainer permit fee .....$25.00

~~[(u)]~~ *(t)* Vaccine Bundle Fee …. $40.00

Includes Bordatella, Distemper, Rabies Vaccine & Microchip)

(Ord. No. 2010-O-029, § 1, 3-15-10; Ord. No. 2011-O-093, § 1, 7-18-11; Ord. No. 2012-O-097, § 1, 7-16-12; Ord. No. 2013-O-004, § 1, 2-4-13; Ord. No. 2014-O-117, § 1, 9-15-14)

This section does not and is not intended to exempt, change or modify the terms of any governing federal or state regulations which apply to the provision of animal care and service.

*The City Manager "or designee" has the discretion to waive fees and costs during special circumstances, such as public health outbreaks, promotional events, and/(or) for high-risk populations and other affected groups.*

**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 _____, 2024.**

_____
**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:** 9/2/2025 **Final Readings 13.**

**SUBJECT**
Public Hearing and Introductory Ordinance amending the City of Laredo Cemetery main fee ordinance, which is located in the Code of Ordinances Chapter 8; Article 23, entitled “Same - Fees Charged” adding two new sections, namely 8-23 (b)(5) and (b)(6) to establish costs and fees for newly available services at the Cemetery which are related to columbarium and/or niche services which is a manner of storing urns.

**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**
Staff recommends approval of this 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:**
Fees will be deposited into General Fund.

**ORDINANCE 2025-O-159**

AMENDING THE CITY OF LAREDO CEMETERY FEE ORDINANCE, WHICH IS LOCATED IN THE CODE OF ORDINANCES CHAPTER 8; ARTICLE 23, ENTITLED "SAME - FEES CHARGED" BY ADDING TWO NEW SECTIONS, SPECIFICALLY SECTION (B)(5) AND SECTION (B)(6) PROVIDING AND ESTABLISHING THE COSTS AND FEES FOR NICHE SALES TO THE PUBLIC FOR STORAGE OF URNS.

**WHEREAS**, the City of Laredo Cemetery, in its continuing effort to provide the public with additional options to honor their loved ones with honor and dignity, is now selling niches contained within a columbarium for the storage of urns; and

**WHEREAS**, this amendment to the Ordinance provides the costs and fees associated with such services, including the purchase cost of the niche, the internment service of each urn within the niche (each niche holds a maximum of two niches) and the recording fee; and

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

Section 1: Chapter 8; Article 23, of the City of Laredo Code of Ordinances, entitled "Same - Fees Charged", shall be amended by adding sections (b)(5) and (b)(6) which establish the costs and fees for the newly available services at the City of Laredo Cemetery, which will offer the sale of Niches located in columbaria for the storage of urns.

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

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

Section 4: 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.

## Section 8-23. Same—Fees charged

(a) *Authorized.* The cemetery manager shall exercise a general superintendence over the cemetery and shall collect the following fees to be paid by the persons interested.

(b) *Amounts.*

(1) *Combined cost for grave services and opening:*

a. On regular time (Monday through Friday 8:00 a.m. to 3:30 p.m.), six-foot grave for one (1) person$475.00

b. Prepare for a second interment in the same grave on regular time (Monday through Friday, 8:00 a.m. to 3:30 p.m.), eight-foot grave for two (2) people775.00

c. Grave services for a 2'×4' (baby/no tent)225.00

d. Grave services for a 2'×5' (baby)350.00

e. Burial of cremation remains (adult)475.00

f. For services in baby land for burial of cremation remains on regular time (Monday through Friday, 8:00 a.m. to 3:30 p.m.)100.00

g. Webb County Central Welfare—Paupers, indigents, John Does, as per interlocal agreement. (In case of no agreement the effective public fee applies.)

(2) *Additional charges for services on weekdays after 3:30 p.m. or weekends:*

a. [For adults.] See new chart below.

b. [For babies.] See new chart below.

c. Weekday—Overtime (Monday thru Friday after 3:30 p.m.)$200.00

d. Weekend—Overtime*

Saturday

8:00 a.m.—11:00 a.m.200.00

* (Last Mass, chapel, or gravesite service to be scheduled at 10:00 a.m. to arrive by 11:00 a.m. at the cemetery grounds.)

11:01 a.m.—2:00 p.m.250.00

* (Last Mass, chapel, or gravesite service to be scheduled at 1:00 p.m. to arrive by 2:00 p.m. at the cemetery grounds.)

Sunday

8:00 a.m.—11:00 a.m.300.00

* (Last Mass, chapel, or gravesite service to be scheduled at 10:00 a.m. to arrive by 11:00 a.m. at the cemetery grounds.)

e. There will be no services conducted on holidays.

(3) *Cemetery lot prices:*

a. Per adult grave space regular size (4'×10')$1,800.00

b. For a 2'×4' infant lot in baby land275.00

c. Per adult grave space (3½'×8' and 3½'×9')900.00

d. For a 2'×5' infant lot425.00

e. For a cremation size 1'×1' (no tent)150.00

f. For a cremation size 2'×2' (no tent)250.00

g. Webb County Central Welfare—Paupers, indigents, John Does, as per interlocal agreement. (In case of no agreement the effective public fee applies.)

(4) *Miscellaneous charges:*

a. Extra wide grave for liner or vault$50.00

b. Dig for vacant space (remains found)No charge

c. Dig for vacant space (no remains found)$150.00

d. Disinterment. To dig down to top of container and backfill hole, done on weekdays only:

Single plot (six-foot)$250.00

Double plot (eight-foot)375.00

e. On call for funeral arrangements (weekends)50.00

[f.] Removal of monument or marker fees for burial services:

1. Pillow and flat markers (Small—Maximum 12"×24")$35.00
2. Monument or markers (Medium—Maximum 18"×36")75.00
3. Monument markers (Large—Above 36")475.00
4. Nonsolid granite, marble, cement, or statue (Family will pay expenses for the removal of the monument for burial service due to the delicate nature of the material.)Family must ..... hire monument dealer
5. Solid marble (due to delicate nature of material)Family must ..... hire monument dealer

Small50.00

Medium75.00

LargeFamily must
..... hire monument dealer

*If family requests cemetery personnel to remove a non-solid monument or marker, it needs to sign a form releasing the city from liability for any damages.

Monument permit fee50.00

Foundation fees (Foundation policy-ground level):

10"×10" to maximum 12"×24"35.00

Over 12"×24" to maximum 18"×36"70.00

Over 18"×36" to maximum 18"×48"105.00

Over 18"×48" to maximum 24"×72"135.00

Scrap metal (tripods and baskets)1.00

Cancellation of burial service setup (Person responsible who changed date without advising the office.)475.00

Temporary markers, each13.00

All private organizations:

Existing organizations will be responsible for maintaining the areaCemetery
..... committee
..... recommendation

Abandon organizations will be charged fee for maintenanceCemetery
..... committee
..... recommendation

*(5) Columbaria and niche related fees and prices at City Cemetery:*

*a. Each niche is only allowed to hold a maximum of two (2) urns at any time;*

*b. Price for a 10" X 10" niche by row (Note: Total Cost reflects two (2) separate inurnments):*

*1. Niche located in Row 1:* ***$2,000.00*** *(Top Row)*

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$325.00*** *(Open-Close Fee)*

*iii.* ***TOTAL COST:*** ***$2,650.00***

*2. Niche located in Row 2:* ***$1,900.00***

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$325.00*** *(Open-Close Fee)*

*iii.* ***TOTAL COST:*** ***$2,550.00***

*3. Niche located in Row 3:* ***$1,800.00***

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$325.00*** *(Open-Close Fee)*

*iii.* ***TOTAL COST:*** ***$2,450.00***

*4. Niche located in Row 4:* ***$1,700.00*** *(Bottom Row)*

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$325.00*** *(Open-Close Fee)*

*iii.* ***TOTAL COST:*** ***$2,350.00***

*(6) Price for a 10" X 10" niche by row (Please note that the Total Cost reflects one (1) inurnment ceremony, which contemplates that that both urns are entered into the niche at the same time and therefore only one inurnment fee of $350.00 is charged for on Urn and only a $75.00 recording fee is charged instead of the additional $350.00 inurnment fee in the two (2) ceremony inurnment contemplated under Section No. (5) above.*

*1. Niche located in Row 1:* ***$2,000.00*** *(Top Row)*

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$0.00***

*iii. Recording Fee:* ***$75.00***

*iv.* ***TOTAL COST:*** ***$2,400.00***

*2. Niche located in Row 2:* ***$1,900.00***

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$0.00***

*iii. Recording Fee:* ***$75.00***

*iv.* ***TOTAL COST:*** ***$2,300.00***

*3. Niche located in Row 3:* ***$1,800.00***

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$0.00***

*iii. Recording Fee:* ***$75.00***

*iv.* ***TOTAL COST:*** ***$2,200.00***

*4. Niche located in Row 4:* ***$1,700.00*** *(Bottom Row)*

*i. 1st Inurnment:* ***$325.00*** *(Open-Close Fee)*

*ii. 2nd Inurnment:* ***$0.00***

*iii. Recording Fee:* ***$75.00***

*iv.* ***TOTAL COST:*** ***$2,100.00***

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.**

**_____**
**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:** 9/2/2025 **Final Readings 14.**

### SUBJECT
An Ordinance of the City of Laredo, Texas, amending Code of Ordinances, Chapter 7, Article 1, Section 7-2 entitled “Same-Amendments” and Chapter 24, Appendix D, Permit Fees, to increase the residential building permit fee and the residential plan review fee; and establish new commercial plan checking fees in accordance with house bill H.B. 852; providing for a new workflow instance plan review fee, providing for a resubmittal plan review fee, providing for an expedited plan review fee, providing a cumulative and repealer clause; providing a severability clause; providing for publication; providing for a penalty; and declaring an effective date.

### PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on August 18, 2025.

### BACKGROUND
H.B. 852 added Section 214.907 of the Local Government Code to provide that: in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program. H.B. 852 was signed on May 21, and it is effective immediately.

### COMMITTEE RECOMMENDATION
N/A

### STAFF RECOMMENDATION
Introduce this Ordinance.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2026 |
| Budgeted Y/N?: | Yes |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | 101-0000-312-2031 |
| Change Order: Exceeds 25% Y/N: | N/A |

### FINANCIAL IMPACT:
Any fees generated will be deposited into General Fund.

ORDINANCE NO. 2025-O-149

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CODE OF ORDINANCES, CHAPTER 7, ARTICLE 1, SECTION 7-2 ENTITLED "SAME-AMENDMENTS" AND CHAPTER 24, APPENDIX D, PERMIT FEES, TO INCREASE THE RESIDENTIAL BUILDING PERMIT FEE AND THE RESIDENTIAL PLAN REVIEW FEE; AND ESTABLISH NEW COMMERCIAL PLAN CHECKING FEES IN ACCORDANCE WITH HOUSE BILL (H.B.) 852; PROVIDING FOR A NEW WORKFLOW INSTANCE PLAN REVIEW FEE, PROVIDING FOR A RESUBMITTAL PLAN REVIEW FEE, PROVIDING FOR AN EXPEDITED PLAN REVIEW FEE, PROVIDING A CUMULATIVE AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article X I, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, H.B. 852 provides that: (l) in determining the amount of a building or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and

WHEREAS, on June 17, 2019, staff presented the proposed fee schedule for residential building permits that is consistent with H.B. 852; and

WHEREAS, the City Council finds it necessary and desirable to adopt the amendments to the Code of Ordinances and the Land Development Code as set forth in this Ordinance.

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 7, Section 7-2 is hereby amended to read as follows:

Sec. 7-2. — Same—Amendments.

The following sections of the International Building Code are modified to be specifically tailored to the City of Laredo:

Section 109.2 Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule established herein:

SCHEDULE OF PERMIT FEES
COMMERCIAL - TOTAL VALUATION FEE

| | |
|---|---|
| $1 ,000.00 and less | No fee, unless inspection required, in which case a $50.00 fee for each inspection shall be charged. |
| $1,001 to $50,000 | $50.00 for the first $1,000.00 plus $4.00 for each additional thousand or fraction thereof, to including $50,000.00 |
| $50,001 to $100,000 | $260.00 for the first $50,000.00 plus $3.00 for each additional thousand or fraction thereof, to including $100,000.00 |
| $100,001 to $500,000 | $360.00 for the first $100,000.00 plus $2.00 for each additional thousand or fraction thereof, to including $500,000.00 |
| $500,001 to $1,000,000 | $1,160.00 for the first $500,000.00 plus $1.00 for each additional thousand or fraction thereof, to including $1,000,000.00 |
| $1,000,001 and above | $1,660.00 for the first $1,000,000 plus $0.50 for each additional thousand or fraction thereof. |

BUILDING PERMIT FEES RESIDENTIAL

| Type | Fee |
|---|---|
| Block Fence | $46.00 |
| Reroof | $50.00 |
| Swimming Pool | $64.00 |
| Open Accessory (e.g. porches, palapas, carports) | $64.00 |
| Enclosed Accessory (e.g. detached storage room) | $64.00 |
| Remodel / Addition (Up to 1,000 sq. ft) | $64.00 |
| Remodel /Addition (l,001-2,000 sq. ft) | $73.00 |
| Remodel / Addition (2,001 sq. ft or more) | $76.00 |
| New Construction | [~~$0.16~~] *$0.40* per sq. ft |

ADMINISTRATIVE FEE

For the moving of any building or structure, the fee shall be $50.00. A $50.00 administrative fee is for inspection of building site, setback, zoning regulations and the requirement of section G501 of the International Building Code will be charged.

DEMOLITION FEE

For the demolition of any building or structures, the fee shall be:

0 up to 100,000 cu ft: $50.00
100,000 cu ft and over: $0.50/ 1,000 cu ft

## PLAN-CHECKING FEES

When a plan is required to be submitted by Section 105.1 of the International Building Code, a plan-checking fee shall be paid to the Building Official at the time of submitting the plans and specifications for checking. Said plan-checking fee shall be paid as required, in accordance with the following fee schedule established herein:

### PLAN-CHECKING FEE - COMMERCIAL

| |
|---|
| One half (1/2) of the building permit fee |

### *PLAN-CHECKING FEE NEW WORK FLOW INSTANCE - COMMERCIAL*

| *Original Valuation* | *Fee* |
|---|---|
| *$0 - $50,000* | *$200.00* |
| *$50,001 - $100,000* | *$300.00* |
| *$100,001 and above* | *$400.00* |

### *PLAN-CHECKING FEE RE-SUBMITTAL – COMMERCIAL*

| *Re-submittal cycle* | *Fee* |
|---|---|
| *1st and 2nd (First and second)* | *$0.00* |
| *3rd (Third)* | *$200.00* |
| *4th (Fourth)* | *$300.00* |

*Applicant must reapply after a fourth (4th) submittal.*

### *PLAN-CHECKING FEE EXPEDITED PROCESS - COMMERCIAL*

| *Description* | *Fee* |
|---|---|
| *Expedited review* | *$1,250.00* |

### PLAN-CHECKING FEE - RESIDENTIAL

| Type | Fee |
|---|---|
| Block Fence | $30.00 |
| Reroof | $34.00 |
| Swimming Pool | $40.00 |
| Open Accessory (e.g. porches, palapas, carports) | $40.00 |
| Enclosed Accessory (e.g. detached storage room) | $40.00 |
| Remodel / Addition (Up to 1,000 sq. ft) | $40.00 |
| Remodel /Addition (l,001-2,000 sq. ft) | $45.00 |
| Remodel / Addition (2,001 sq. ft or more) | $55.00 |
| New Construction | [~~$0.11~~] *$0.28* per sq. ft |

Such plan-checking fee is in addition to the building permit fee.

Section 2. The City of Laredo Code of Ordinances, Chapter 24, Appendix D, Section 1 is hereby amended to read as follows:

PERMIT FEES

(l) Building Fees

(a) The fees for permits required by section 24.16.1 of this code shall be as follows:

BUILDING PERMIT FEES – COMMERCIAL

| Total Valuation | Fee |
|---|---|
| $1,000 and less | No fee, unless inspection required, in which case a $50.00 fee for each inspection shall be charged |
| $1,001 to $50,000 | $50.00 for the first $1,000.00 plus $4.00 for each additional thousand or fraction thereof, to including $50,000.00 |
| $50,001 to $100,000 | $260.00 for the first $50,000.00 plus $3.00 for each additional thousand or fraction thereof, to including $100,000.00 |
| $100,001 to $500,000 | $360.00 for the first $100,000.00 plus $2.00 for each additional thousand or fraction thereof, to including $500,000.00 |
| $500,001 to $1,000,000 | $1,160.00 for the first $500,000.00 plus $1.00 for each additional thousand or fraction thereof, to including $1,000,000.00 |
| $1,000,001 and above | $1,660.00 for the first $1,000,000 plus $0.50 for each additional thousand or fraction thereof. |

BUILDING PERMIT FEES – RESIDENTIAL

| Type | Fee |
|---|---|
| Block Fence | $30.00 |
| Reroof | $34.00 |
| Swimming Pool | $40.00 |
| Open Accessory (e.g. porches, palapas, carports) | $40.00 |
| Enclosed Accessory (e.g. detached storage room) | $40.00 |
| Remodel / Addition (Up to 1,000 sq. ft) | $40.00 |
| Remodel /Addition (l,001-2,000 sq. ft) | $45.00 |
| Remodel / Addition (2,001 sq. ft or more) | $55.00 |
| New Construction | [~~$0.16~~] *$0.40* per sq. ft |

## ADMINISTRATIVE FEE

For the moving of any building or structure, the fee shall be $50.00. A $50.00 administrative fee is for inspection of building site, setback. zoning regulations and the requirement of section G501 of the International Building Code will be charged.

## DEMOLITION FEE

For the demolition of any building or structures, the fee shall be:

0 up to 100,000 cu ft: $50.00
100,000 cu ft and over: $0.50/1,000 cu ft

## PENALTIES

Where work for which a permit is required by this code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein.

## PLAN-CHECKING FEES

When a plan is required to be submitted a non-refundable plan-checking fee shall be paid to the Building Official at the time of submitting plans and specifications for checking. Said plan checking fee shall be paid as required in accordance with the following fee schedule established herein:

### COMMERCIAL

| |
|---|
| *One half (1/2) of the building permit fee* |

*PLAN-CHECKING FEE NEW WORK FLOW INSTANCE - COMMERCIAL*

| *Original Valuation* | *Fee* |
|---|---|
| *$0 - $50,000* | *$200.00* |
| *$50,001 - $100,000* | *$300.00* |
| *$100,001 and above* | *$400.00* |

*PLAN-CHECKING FEE RE-SUBMITTAL – COMMERCIAL*

| *Re-submittal cycle* | *Fee* |
|---|---|
| *1st and 2nd (First and second)* | *$0.00* |
| *3rd (Third)* | *$200.00* |
| *4th (Fourth)* | *$300.00* |

*Applicant must reapply after a fourth (4th) submittal.*

*PLAN-CHECKING FEE EXPEDITED PROCESS - COMMERCIAL*

| *Description* | *Fee* |
|---|---|
| *Expedited review* | *$1,250.00* |

RESIDENTIAL

| Type | Fee |
|---|---|
| Block Fence | $30.00 |
| Reroof | $34.00 |
| Swimming Pool | $40.00 |
| Open Accessory (e.g. porches, palapas, carports) | $40.00 |
| Enclosed Accessory (e.g. detached storage room) | $40.00 |
| Remodel / Addition (Up to 1,000 sq. ft) | $40.00 |
| Remodel /Addition (l,001-2,000 sq. ft) | $45.00 |
| Remodel / Addition (2,001 sq. ft or more) | $55.00 |
| New Construction | [~~$0.11~~] *$0.28* per sq. ft |

Such plan-checking fee is in addition to the building permit fee.

Section 3. 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 4. 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 5. 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 6. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 7. This Ordinance shall become effective from and after its adoption and publication required by the City Charter and by state law.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS**

**_____ DAY OF _____, 2025.**

**_____**
**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTEST:**

**_____**
**MARIO I. MALDONADO JR.**
**CITY SECRETARY**
**APPROVED AS TO FORM:**

**_____**
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

**_____**
**BY: XAVIER CHARLES**
**ASSISTANT CITY ATTORNEY**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Final Readings 15.**

**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 Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive.

ZC-008-2025
District VII

**Council District:** District 7 **Zone Case:** ZC-008-2025

**Letters sent to property owners:** 21

**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 7 to 0 vote recommended approval of the special use permit.

**STAFF RECOMMENDATION - Supports**
Staff supports the application

**City Council-Regular Meeting**

**Date:** 09/02/2025

**Initiated By:** Ramon Chavez, Assistant City Manager
**Initiated By:** Chapulin Investments, LLC, and Alejandro Cerda Flores, Owner/Applicant; Cristobal Rodriguez, Representative

**Staff Source:** Vanessa Guerra, MPA, AICP, Planning Director

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**SUBJECT**

**2025-O-151** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive.

**ZC-008-2025**
**District VII**

**PREVIOUS COUNCIL ACTION**

On August 18, 2025, City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** VII – Cm. Vanessa Perez

**Proposed use:** The proposed use is a Nationalization of Vehicles Enterprises

- Definition: shall mean a business which is involved in facilitating the necessary documentation required of owners, for the export from the United States and import to Mexico and other countries in Latin America, of vehicles, new and used; and/or a business which must comply with Title 19, Part 192 of the Code of Federal Regulations.

**Current Zoning District:** B-3 (Community Business District) and B-4 (Highway Commercial District).

**Site:** The site is occupied by a vacant commercial structure and a parking lot with vehicles on site.

**Citations or Violations:** On October 01, 2024, the owners of the properties received a warning violation stating:

- 5215 Tesoro Plaza Drive is in violation since the property is zoned B-3 and requires a Special Use Permit for a Nationalization of Vehicles Enterprises.

- 500 Tesoro Lane is in violation since the property is zoned B-4 and requires a Special Use Permit for a Nationalization of Vehicles Enterprises. The property is also in violation for not being paved.

**Surrounding land uses:** To the north of the site is a vacant lot and the Laredo Fire Fighters Reception Hall. To the east of the site is La Hacienda Hotel and San Bernardo Avenue. To the south of the site is Tesoro Lane and the Red Roof Inn Laredo. To the west of the site is Tesoro Apartments, Comunidad Cristiana Reino De Los Cielos, Muscle and Fitness Center, and Tesoro Plaza.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Neighborhood Mixed Use and Mixed Use Center.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify Tesoro Plaza Drive nor Tesoro Lane.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

**Letters sent to surrounding property owners:** 21
**Inside 200' Radius: In Favor:** 0 **Opposed:** 0
**Outside 200' Radius: In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission in a **7** 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 nationalization of vehicles enterprises located in B-3, B-4, M-1, M-2, and MXD zoning districts. The property is in a B-3 and B-4 zoning district.

Staff **supports** the proposed special use permit for the following reasons:

1. The property for the propose use meets the required minimum lot size of two (2) acres. The property is approximately 2.21 acres.
2. While the property is adjacent to an apartment complex located to the west of the site, the apartment complex is classified as a commercial structure. The proposed use of the Nationalization of Vehicles Enterprises complies with the requirement that it shall not be located within 200 feet of any residential structure.
    - It is important to note while the apartment complex functions as a residential use, it is identified as a commercial structure
3. The proposed use is compatible with the other commercial and industrial uses in the surrounding area.

General Comments:

1. The approval of the special use permit does not guarantee the issuance of the building permit.
2. The use authorized by the special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions

1. The Special Use Permit is restricted to the site plan, “Exhibit A”, which is made part hereof for all proposes.
2. The Nationalization of Vehicles Enterprise must abide by Title 19, Part 192 of the Code of Federal Regulations.
3. The hours of operation shall be limited to, Monday to Friday, 8:00am to 6:30pm, and Saturday, 9:00am to 6:30pm.
4. Two (2) public restroom facilities per one (1) acre of land shall be available on the premises which meet public health and adopted building code standards set forth in the International Plumbing Code.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Trees and shrubs shall be planted along the perimeter of property frontage in accordance with the City of Laredo Land Development Code.
7. All parking lots shall be paved of asphalt or concrete materials.
8. Dumpsters, trash bins, and/or locations for refuse collection shall be provided on site.
9. A seven-foot opaque fence shall be provided adjacent to residential uses.
10. Signage shall be limited to that permitted in a B-1 district.
11. All parking of vehicles associated with the business shall be parked or stored within the property. Parking or storing of vehicles outside the property boundaries shall be prohibited.
12. The establishment shall be kept in a sanitary condition.
13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the SUP business holder.
15. 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.
16. The proposed use shall undergo an annual Fire Inspection.
17. 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.
18. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
19. Mechanic work on the property shall be allow in accordance with the underlying zone.

20. The Special Use Permit shall comply with all city noise ordinances and all nuisance provisions of the City of Laredo Code of Ordinances.

21. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Staff **supports** the application.

**Is this change contrary to the established land use pattern?**
The area is surrounded by commercial and industrial uses.

**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?**
It is not anticipated to have a negative impact.

**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 nationalization of vehicles enterprises as intended by the applicant.

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**Attachments**

Maps
Narrative
Site Plan
Final Ordinance

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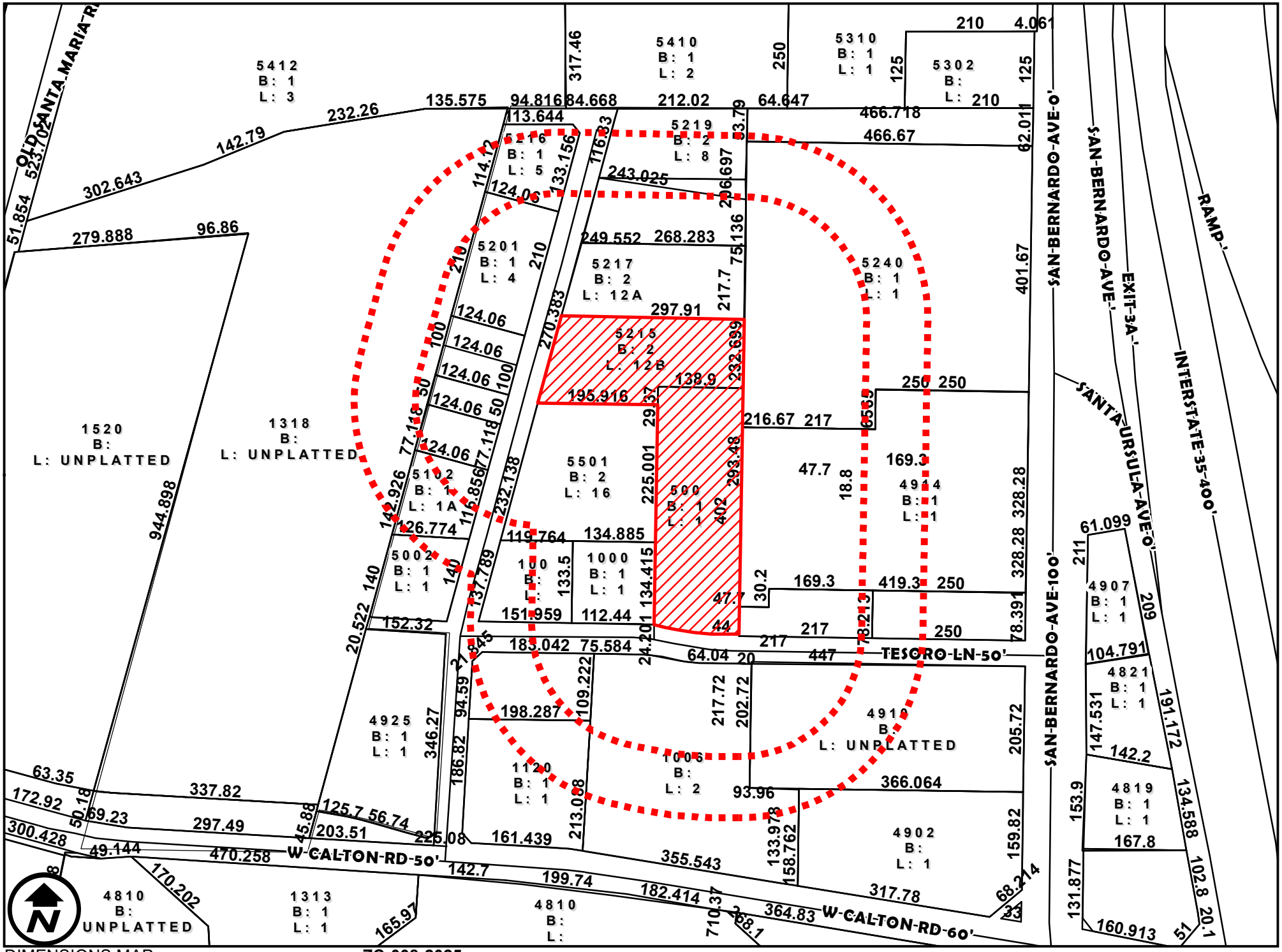
AERIAL MAP

1 inch = 200 feet

**ZC-008-2025**
**COUNCIL DISTRICT 7**
**500 TESORO LANE AND 5215 TESORO PLAZA DRIVE**

**APPLICATION I**

**B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT, I**
**S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES**




DIMENSIONS MAP

1 inch = 200 feet

**ZC-008-2025**

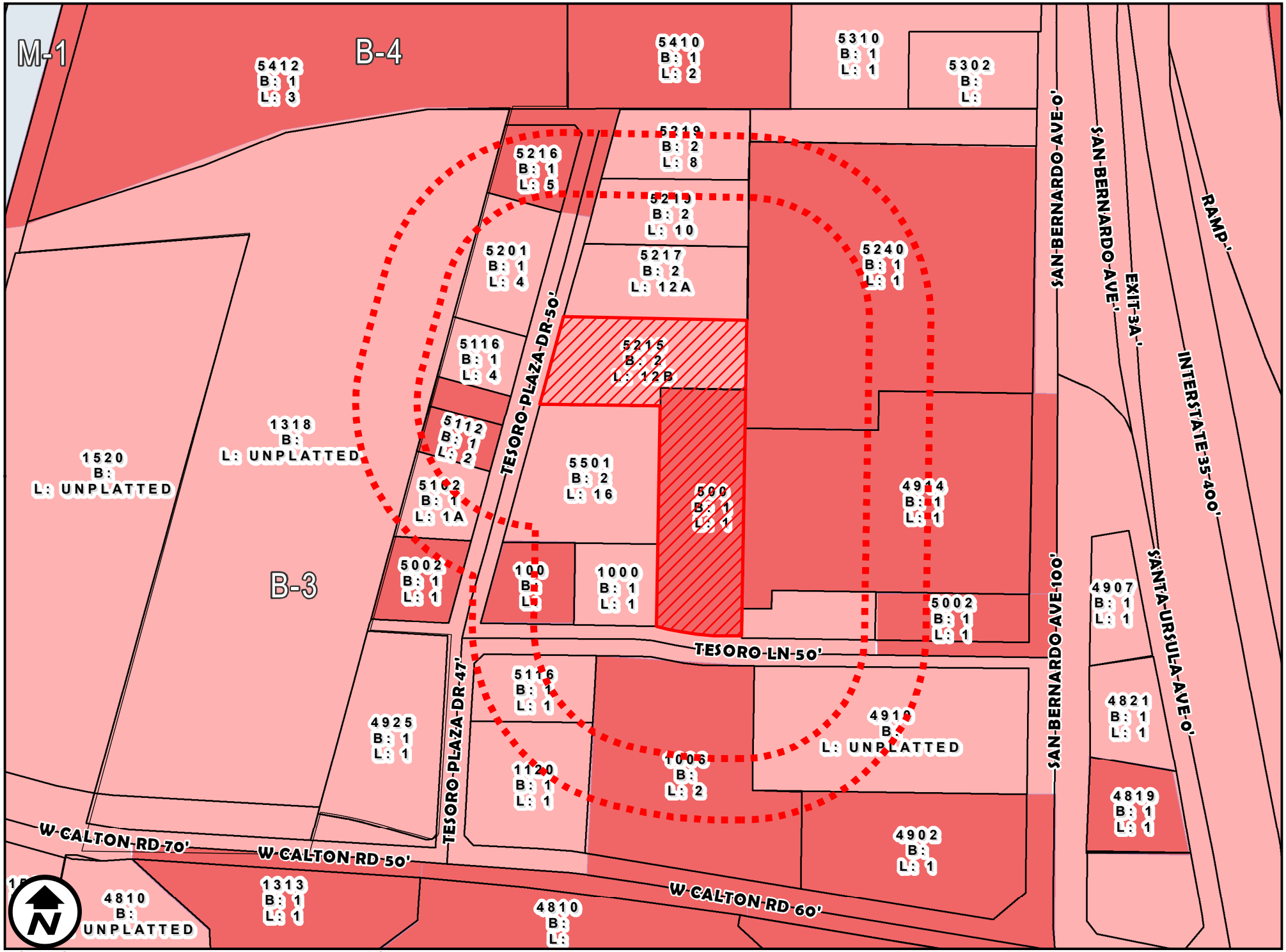
**COUNCIL DISTRICT 7**

**500 TESORO LANE AND 5215 TESORO PLAZA DRIVE**

**APPLICATION**

**B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT,**

**S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES**

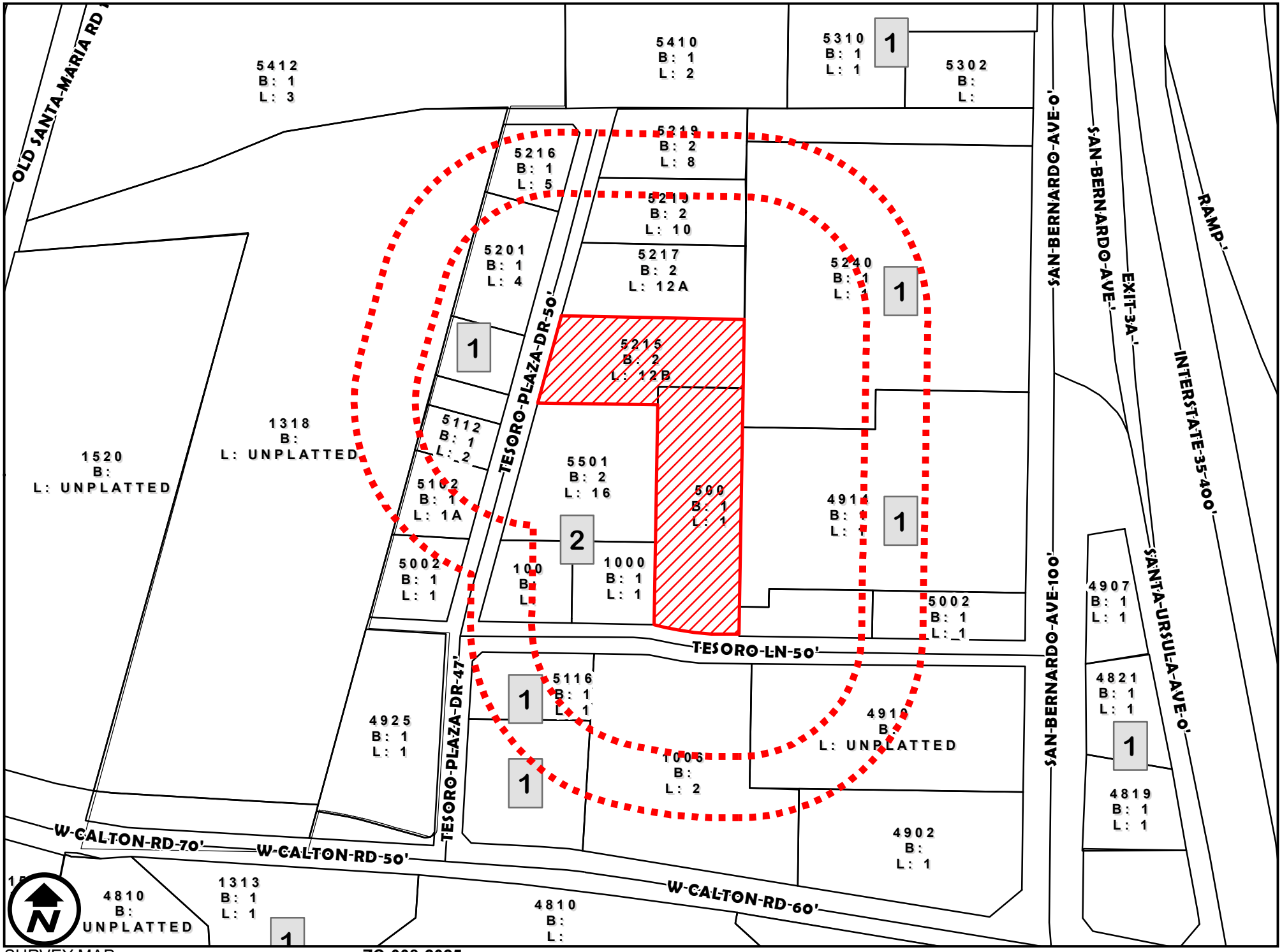



ZONING MAP

1 inch = 200 feet

**ZC-008-2025**
**COUNCIL DISTRICT 7**
**500 TESORO LANE AND 5215 TESORO PLAZA DRIVE**

**APPLICATION I**
**B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT, I**
**S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES**




SURVEY MAP

1 inch = 200 feet

**ZC-008-2025**

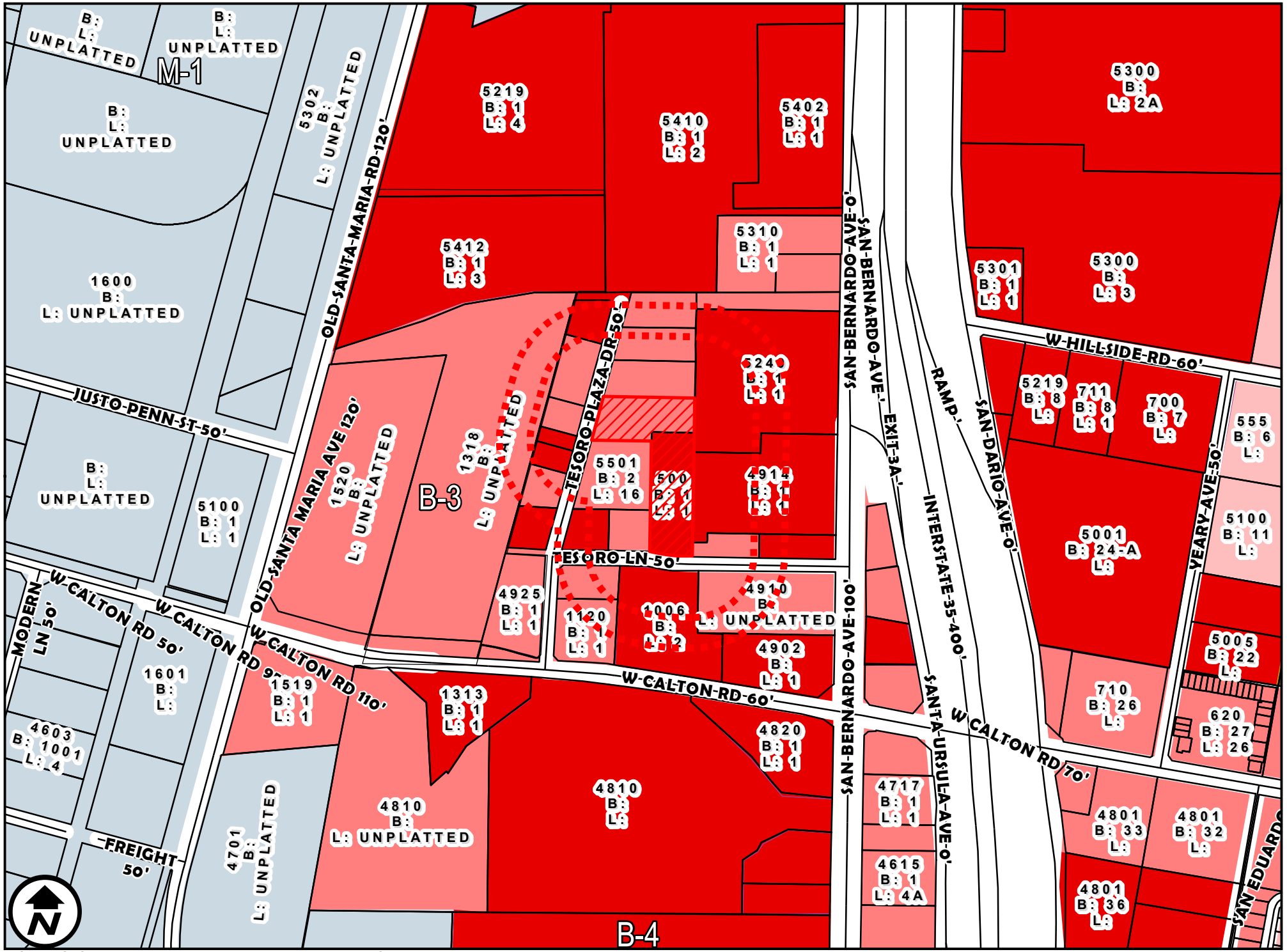
**COUNCIL DISTRICT 7**

**500 TESORO LANE AND 5215 TESORO PLAZA DRIVE**

**APPLICATION I**

**B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT, I**

**S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES**




ZONING OVERVIEW

1 inch = 400 feet

**ZC-008-2025**

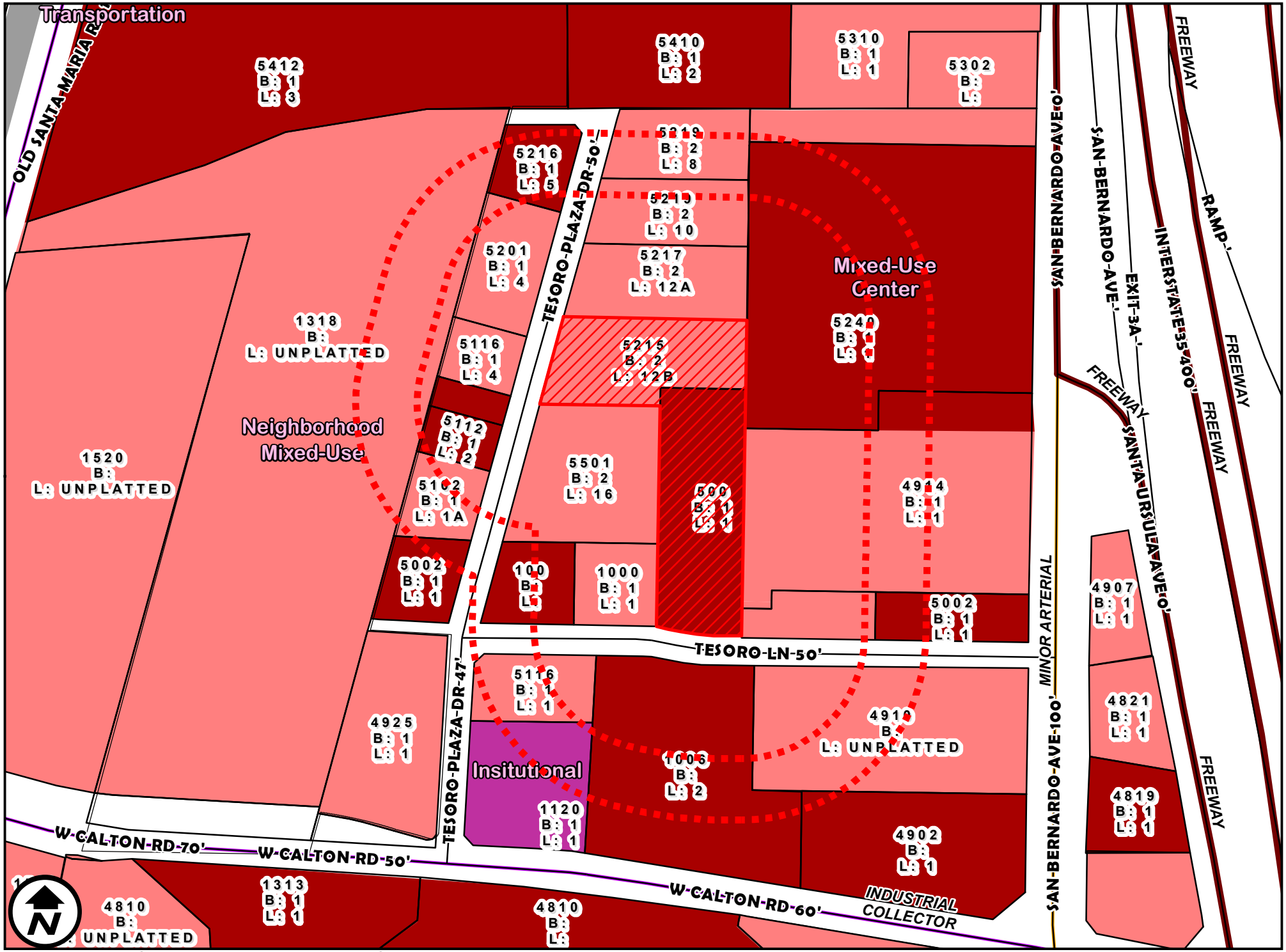
**COUNCIL DISTRICT 7**

**500 TESORO LANE AND 5215 TESORO PLAZA DRIVE**

**APPLICATION | 219**

**B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT, ...**

**S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES**

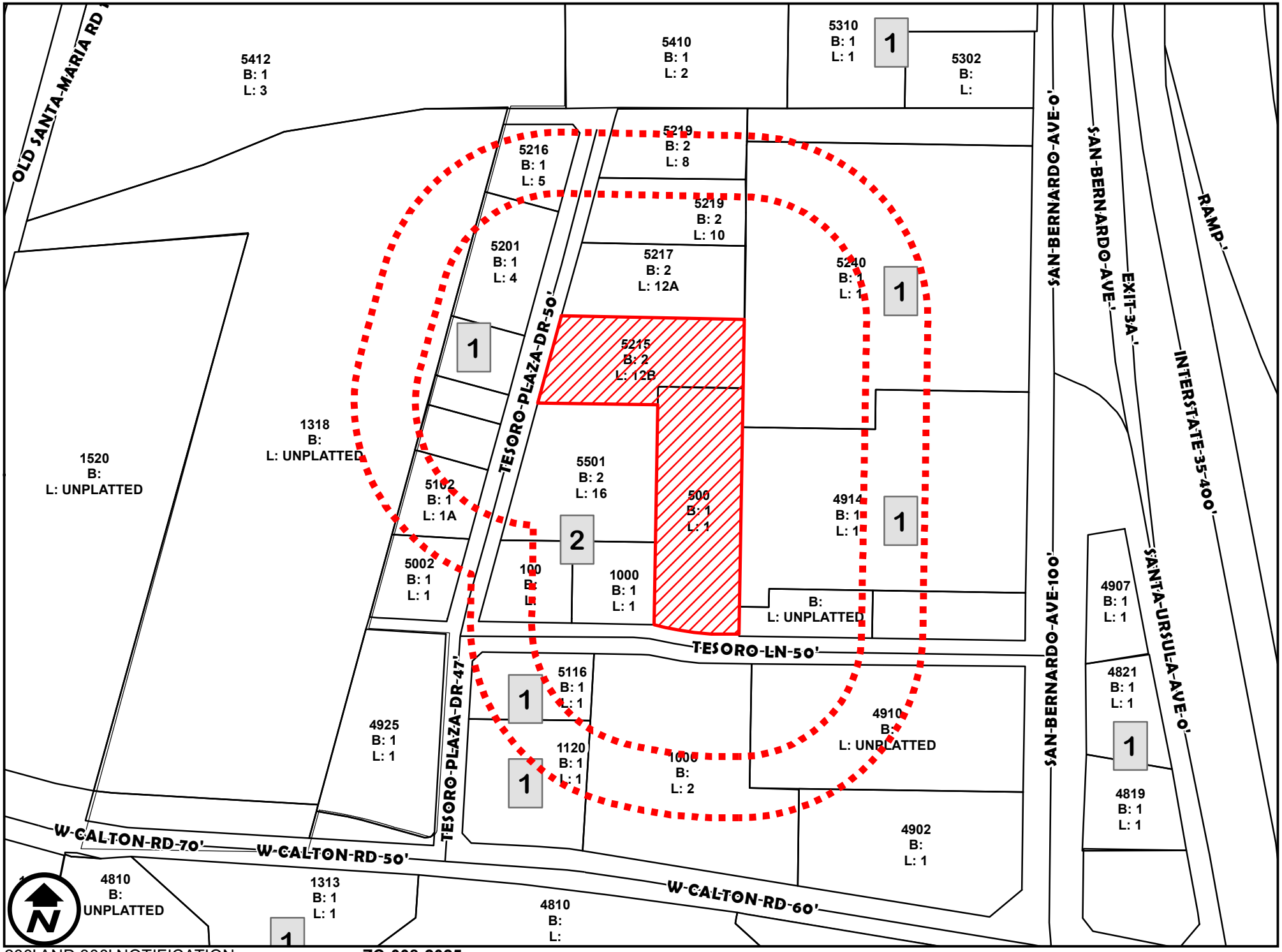



FUTURE LANDUSE

1 inch = 200 feet

ZC-008-2025
COUNCIL DISTRICT 7
500 TESORO LANE AND 5215 TESORO PLAZA DRIVE

APPLICATION
B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT,
S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES




200' AND 300' NOTIFICATION

1 inch = 200 feet

**ZC-008-2025**

**COUNCIL DISTRICT 7**

**500 TESORO LANE AND 5215 TESORO PLAZA DRIVE**

**APPLICATION I**

**B-3 (COMMUNITY BUSINESS DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT, I**

**S.U.P FOR NATIONALIZATION OF VEHICLES ENTERPRISES**

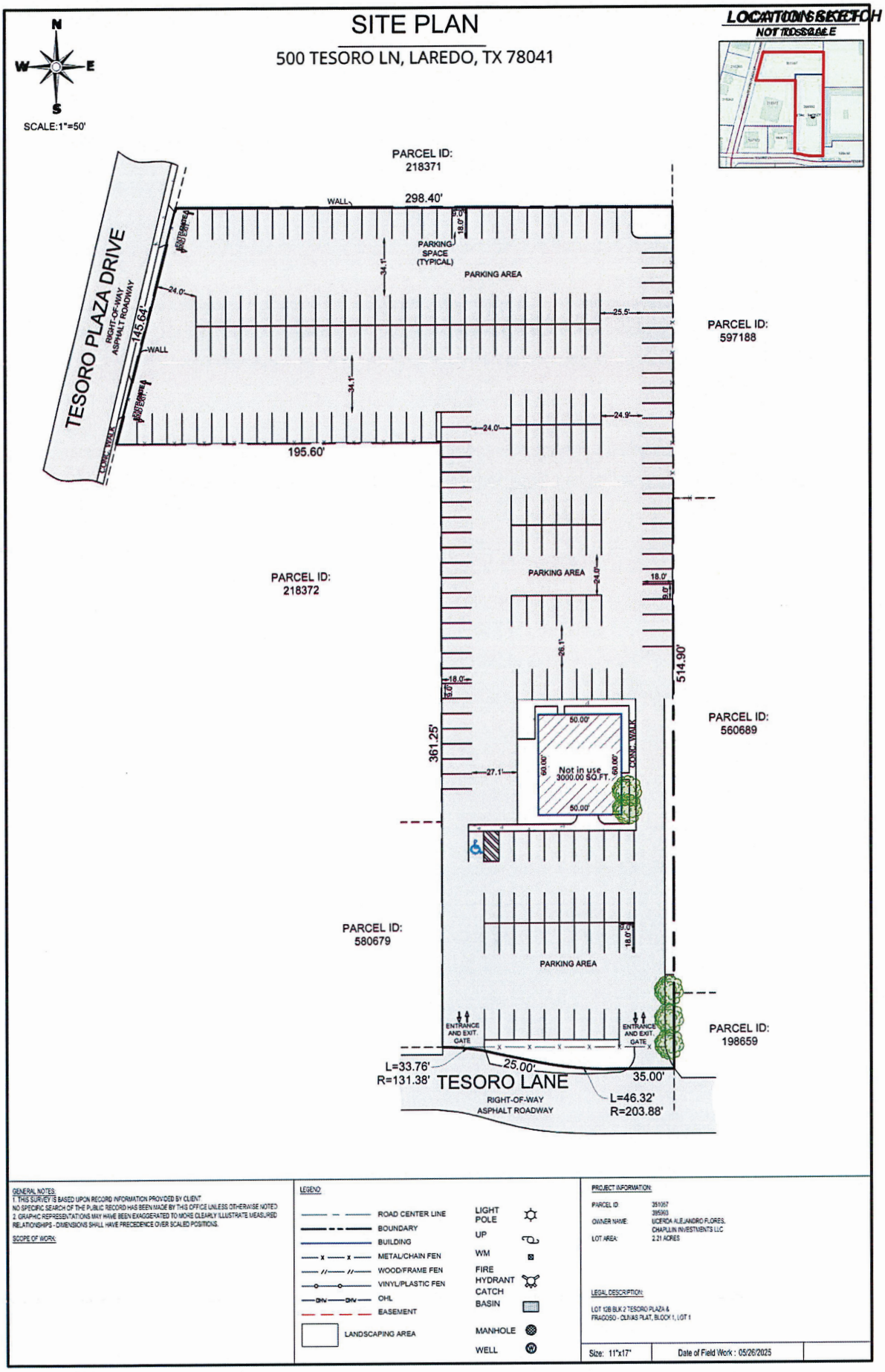
# Property Description
# Vehicle Nationalization Storage Yard
# October 29, 2024

This property operates exclusively as a vehicle nationalization storage yard. Offering a seamless and Efficient experience for clients from Monday to Friday, 8am to 6:30pm. Saturdays from 9am to 6:30pm. Staffed with twelve experienced employees. The team is dedicated to providing high quality service and guidance to streamline the nationalization process. With vehicle numbers varying based on business flow and traffic. The facility is well equipped to handle a wide range of customer needs. The spacious layout is designed to accommodate multiple vehicles at once, ensuring a smooth workflow and minimizing wait times. Ideal for anyone looking to efficiently complete vehicle nationalization with professional support.

Thank you very much

ALEJANDRO CERDA FLORES

EXHIBIT A


SITE PLAN
500 TESORO LN, LAREDO, TX 78041
SCALE:1"=50'
LOCATION SKETCH
NOT TO SCALE
PARCEL ID: 218371
298.40'
WALL
PARKING SPACE (TYPICAL)
PARKING AREA
TESORO PLAZA DRIVE
RIGHT-OF-WAY ASPHALT ROADWAY
145.64'
CONC. WALK
195.60'
PARCEL ID: 597188
PARCEL ID: 218372
PARKING AREA
514.90'
PARCEL ID: 560689
361.25'
Not in use 3000.00 SQ.FT.
PARCEL ID: 580679
PARKING AREA
ENTRANCE AND EXIT GATE
PARCEL ID: 198659
L=33.76'
R=131.38'
TESORO LANE
RIGHT-OF-WAY ASPHALT ROADWAY
25.00'
35.00'
L=46.32'
R=203.88'
GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT.
NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED
2. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
SCOPE OF WORK:
LEGEND:
ROAD CENTER LINE
BOUNDARY
BUILDING
METAL/CHAIN FEN
WOOD/FRAME FEN
VINYL/PLASTIC FEN
OHL
EASEMENT
LANDSCAPING AREA
LIGHT POLE
UP
WM
FIRE HYDRANT
CATCH BASIN
MANHOLE
WELL
PROJECT INFORMATION:
PARCEL ID: 351067, 285963
OWNER NAME: UCERDA ALEJANDRO FLORES, CHAPULIN INVESTMENTS LLC
LOT AREA: 2.21 ACRES
LEGAL DESCRIPTION:
LOT 12B BLK 2 TESORO PLAZA & FRAGOSO - OLIVAS PLAT, BLOCK 1, LOT 1
Size: 11"x17"
Date of Field Work : 05/26/2025

**Evaluation of City Council Agenda Item ZC-008-2025**
**Subject:** Special Use Permit for a Nationalization of Vehicles Enterprises – 500 Tesoro Lane & 5215 Tesoro Plaza Drive

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## 1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of verbatim goals and policies in the *Viva Laredo Comprehensive Plan*, particularly those related to Neighborhood Mixed Use and Mixed Use Center areas, economic development, and compatibility of land uses.

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

**Policy 7.1.3 – Encourage a Mix of Uses in Designated Mixed Use Centers**

"Encourage a balanced mix of retail, service, office, and compatible light industrial uses within designated Mixed Use Centers to promote economic vitality and provide employment opportunities close to residential areas."
(*Viva Laredo Comprehensive Plan*, p. 7-12)
**Relevance:** The proposed Nationalization of Vehicles Enterprises is a specialized commercial service compatible with surrounding commercial/industrial uses in a designated Mixed Use Center area. It contributes to economic activity and job creation without altering the underlying zoning.

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**Policy 6.3.2 – Promote Infill and Redevelopment of Underutilized Sites**

"Encourage the redevelopment of vacant or underutilized properties within the urban core and along commercial corridors to strengthen the tax base and enhance the community's appearance."
(*Viva Laredo Comprehensive Plan*, p. 6-18)
**Relevance:** The subject properties are currently occupied by a vacant commercial structure and an underutilized parking area. The SUP would facilitate productive reuse in alignment with corridor revitalization objectives.

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**Policy 7.2.4 – Ensure Compatibility Between Adjacent Land Uses**

"Implement land use regulations and site design standards that mitigate potential conflicts between adjacent uses, especially between commercial/industrial and residential areas."
(*Viva Laredo Comprehensive Plan*, p. 7-14)

**Relevance:** The SUP conditions (e.g., fencing, screening, hours of operation, lighting controls) address potential impacts to nearby residential uses, aligning with compatibility goals.

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**Policy 8.1.5 – Support Local and Regional Economic Drivers**

"Support land use decisions that enhance Laredo's role as a regional center for trade, logistics, and commerce."
(*Viva Laredo Comprehensive Plan*, p. 8-6)
**Relevance:** The Nationalization of Vehicles Enterprises aligns with Laredo's role in cross-border trade and logistics, directly supporting regional economic functions.

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## 3. Summary of Alignment

The proposed SUP aligns moderately with the *Viva Laredo Comprehensive Plan*. It supports infill development on an underutilized site, advances economic development consistent with designated Mixed Use Center and Neighborhood Mixed Use land use categories, and addresses compatibility concerns through specific conditions. While the use is specialized, it does not directly fulfill a primary plan objective but contributes to broader goals of economic vitality, land use compatibility, and corridor activation. The integration of trade-related services into an existing commercial area also aligns with Laredo's strategic economic positioning in logistics and cross-border commerce.

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**ORDINANCE NO. 2025-O-151**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A NATIONALIZATION OF VEHICLES ENTERPRISES ON LOT 1, BLOCK 1, FRAGOSO - OLIVAS PLAT AND LOT 12B, BLOCK 2, TESORO PLAZA, LOCATED AT 500 TESORO LANE AND 5215 TESORO PLAZA DRIVE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit for a Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive; 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 July 17, 2025; 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 August 18, 2025, 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 the issuance of a Special Use Permit for a Nationalization of Vehicles Enterprises on Lot 1, Block 1, Fragoso - Olivas Plat and Lot 12B, Block 2, Tesoro Plaza, located at 500 Tesoro Lane and 5215 Tesoro Plaza Drive.

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 restricted to the site plan, "Exhibit A", which is made part hereof for all proposes.
2. The Nationalization of Vehicles Enterprise must abide by Title 19, Part 192 of the Code of Federal Regulations.
3. The hours of operation shall be limited to, Monday to Friday, 8:00am to 6:30pm, and Saturday, 9:00am to 6:30pm.
4. Two (2) public restroom facilities per one (1) acre of land shall be available on the premises which meet public health and adopted building code standards set forth in the International Plumbing Code.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Trees and shrubs shall be planted along the perimeter of property frontage in accordance with the City of Laredo Land Development Code.
7. All parking lots shall be paved of asphalt or concrete materials.
8. Dumpsters, trash bins, and/or locations for refuse collection shall be provided on site.
9. A seven-foot opaque fence shall be provided adjacent to residential uses.
10. Signage shall be limited to that permitted in a B-1 district.
11. All parking of vehicles associated with the business shall be parked or stored within the property. Parking or storing of vehicles outside the property boundaries shall be prohibited.
12. The establishment shall be kept in a sanitary condition.
13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the SUP business holder.
15. 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.
16. The proposed use shall undergo an annual Fire Inspection.
17. 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.
18. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
19. Mechanic work on the property shall be allow in accordance with the underlying zone.
20. The Special Use Permit shall comply with all city noise ordinances and all nuisance provisions of the City of Laredo Code of Ordinances.

21. 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 24-93.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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:** 9/2/2025 **Final Readings 16.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-055-2025
District II

**Council District:** District 2 **Zone Case:** ZC-055-2025

**Letters sent to property owners:** 14

**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 proposed zone change.

**STAFF RECOMMENDATION - Supports**
Staff supports the application.

# ZC-055-2025

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## 1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

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

**Policy 1.2.1 (p. 1.27)**
*"Encourage infill and redevelopment in areas where existing infrastructure and services are already in place."*
**Source**: *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance**: The proposed rezoning of 1901 Ligarde Street involves infill development in an already urbanized area. The proposal utilizes existing infrastructure and supports a more efficient use of city services.

---

**Policy 1.2.3 (p. 1.27)**
*"Support neighborhood-scaled mixed-use development that includes a mix of retail, services, and housing options."*
**Source**: *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance**: The Future Land Use Map designates the area as **Neighborhood-Mixed Use**, which is compatible with B-3 zoning. A reception hall is a neighborhood-scale service that aligns with mixed-use principles.

---

**Policy 2.1.1 (p. 2.48)**
*"Promote a balance of land uses in the inner city that supports revitalization while minimizing displacement."*
**Source**: *Viva Laredo City of Laredo Comprehensive Plan*

**Relevance**: The location sits within an inner-city setting surrounded by various commercial and residential uses. The proposed use as a reception hall introduces a viable commercial activity that can help stabilize or enhance local commerce without requiring large-scale redevelopment.

---

## 3. Summary of Alignment

The proposed rezoning from B-1 to B-3 to allow for a reception hall at 1901 Ligarde Street demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. The change supports existing policies promoting infill development and neighborhood-scaled mixed-use areas. It is consistent with the *Neighborhood-Mixed Use* designation in the Future Land Use Map, which includes B-3 zoning. The presence of adjacent B-3 districts and commercial uses supports the suitability of the proposal. However, potential concerns regarding traffic, parking, and residential proximity suggest the alignment is not fully "strong," as these impacts could contradict the plan's emphasis on preserving neighborhood character and livability.

This item intersects with broader planning themes such as:

- **Infill development**
- **Neighborhood vitality**
- **Land use balance**
- **Public space accessibility**

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## 4. Additional Requirements

All cited goals and policies are quoted directly and referenced accordingly from the *Viva Laredo City of Laredo Comprehensive Plan*. If you need further analysis or visual excerpts (e.g., maps, diagrams), I'm happy to assist.

**City Council-Regular Meeting**

**Date**: 9/2/2025

**Initiated By**: Ramon Chavez, Assistant City Manager
**Initiated By**: Javier De Leon and Jesse Gonzalez, Owner
**Staff Source**: Vanessa Guerra, Planning Director

---

**SUBJECT**

**2025-O-153** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business District) to B-3 (Community Business District).

**ZC-055-2025**
**District II**

**PREVIOUS COUNCIL ACTION**
On August 18, 2025, City Council made a motion to introduce the item.

**BACKGROUND**

**Council District: II – Ricardo Richie Rangel, Jr.**

**Proposed use**: The proposed use is for a reception hall (Indoor).

**Site:** The site is currently occupied with a vacant building.

**Surrounding land uses:** To the north of the site is vacant developed land. To the east of the site is a vacant building and vacant developed land. To the south of the site is Barrios Street, single family residential uses, manufactured residential uses, Razo Auto Sales, and a vacant building. To the west of the site is Buena Vista Avenue, Leilanis Auto Sales, Tacos Lira (restaurant), Preciosa Drive Thru (beer store), Priscillas Diamond Hall (reception hall), Templo Revelacion (place of worship), 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 Buena Vista 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:** 14 **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 proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plans

designation as Neighborhood-Mixed-Use (ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH), which includes B-3.

2. The proposed site meets the minimum lot width requirement of 46 feet for B-3 zoning districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property's lot width is approximately 93 feet.
3. The proposed site is abutting a B-3 zoning district.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. The use authorized by the zone change is required to abide by all relevant municipal codes.

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?**

There are similar B-3 uses such as used car dealerships.

**Would this change create an isolated zoning district unrelated to surrounding districts?**
No, the proposed site is abutting B-3 zoning districts.

**Will change adversely influence living conditions in the neighborhood?**

Yes, it is anticipated to have a negative impact in the surrounding area or neighborhood due to an increase in noise.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
Yes, the existing zone does not allow for a reception hall as intended by the applicant.

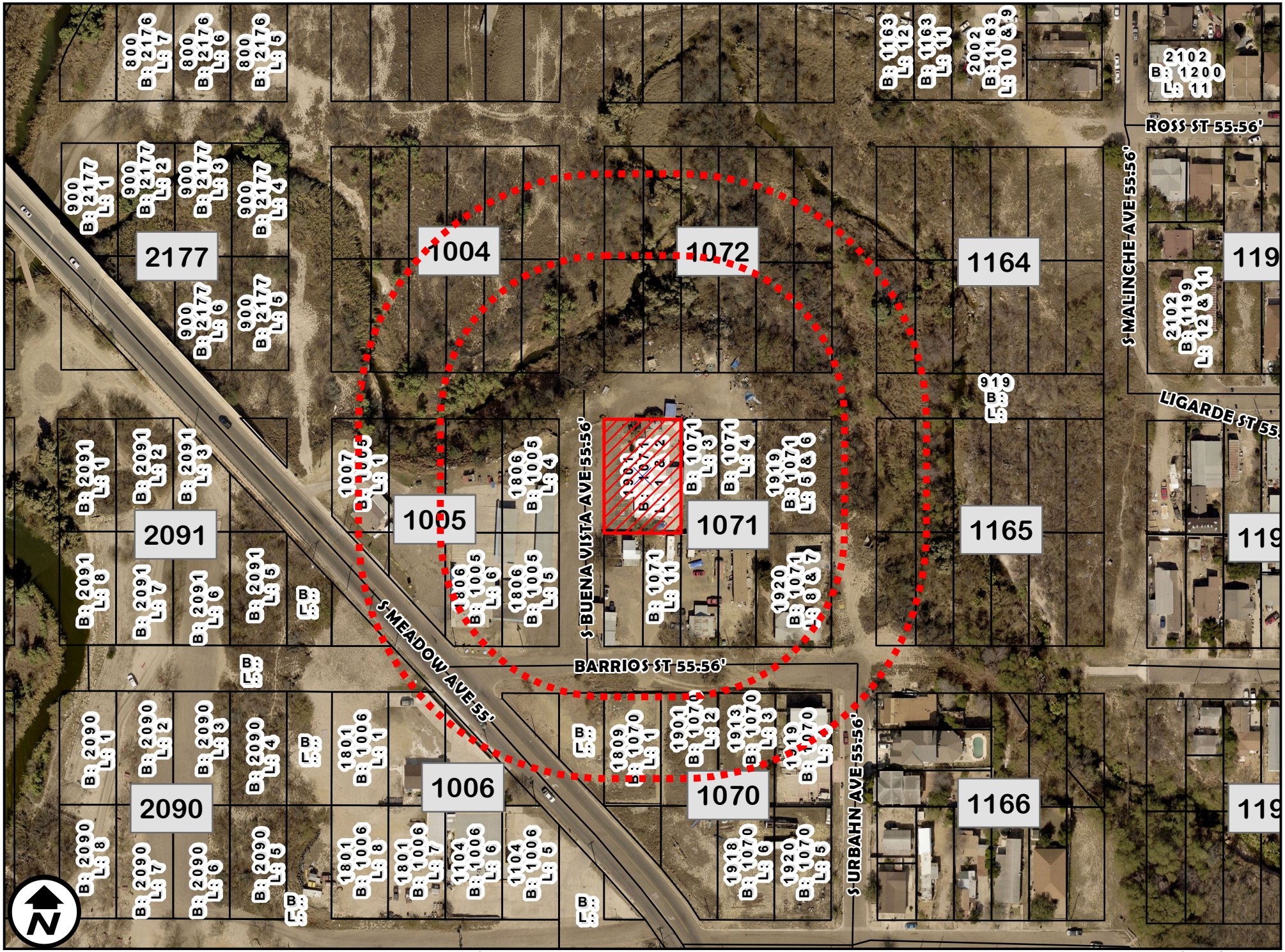
**Attachments**

Comp Plan Alignment

Maps

Zone Change Signage

Final Ordinance

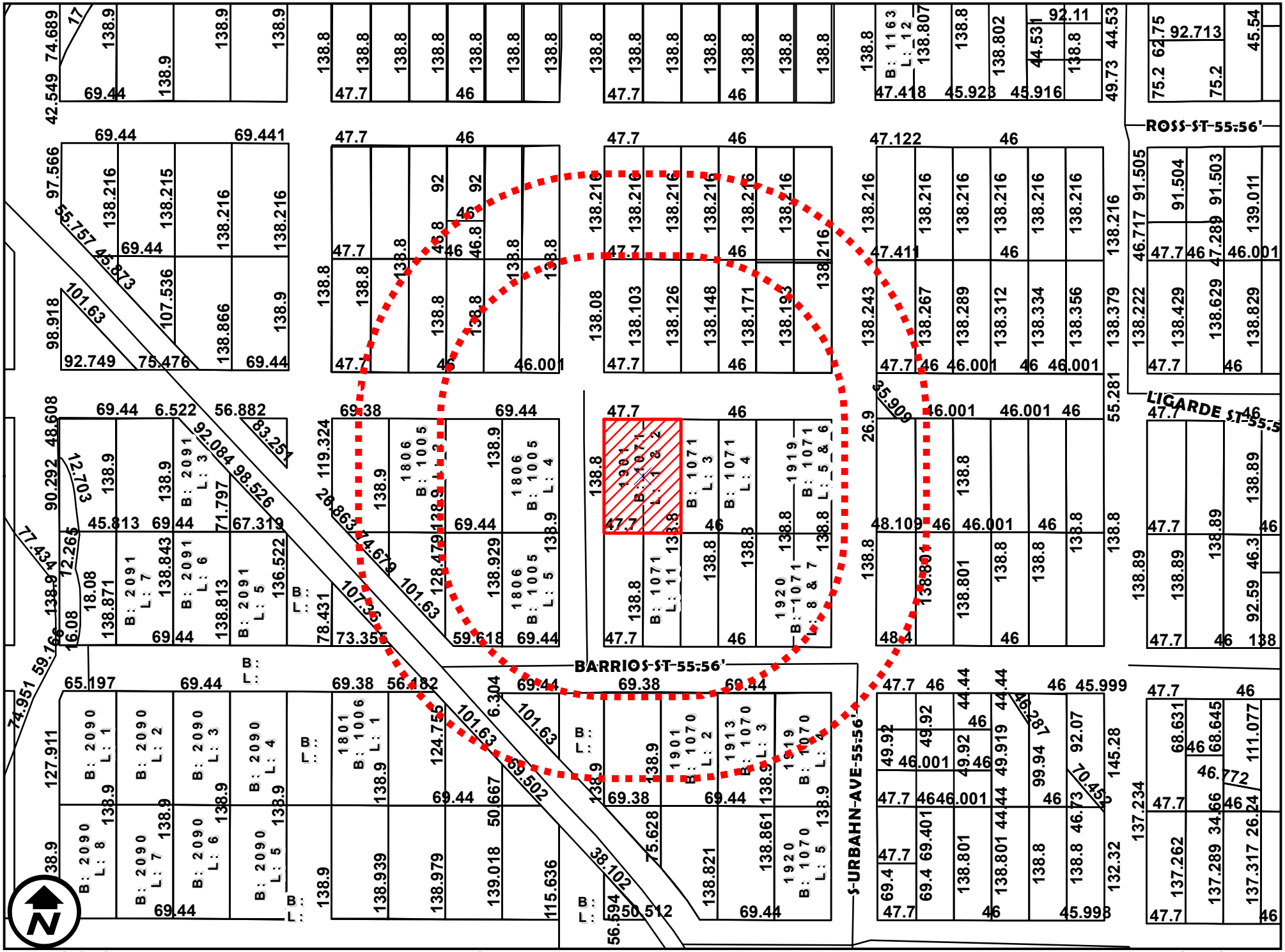



AERIAL MAP

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, 
B-3 (COMMUNITY BUSINESS DISTRICT)

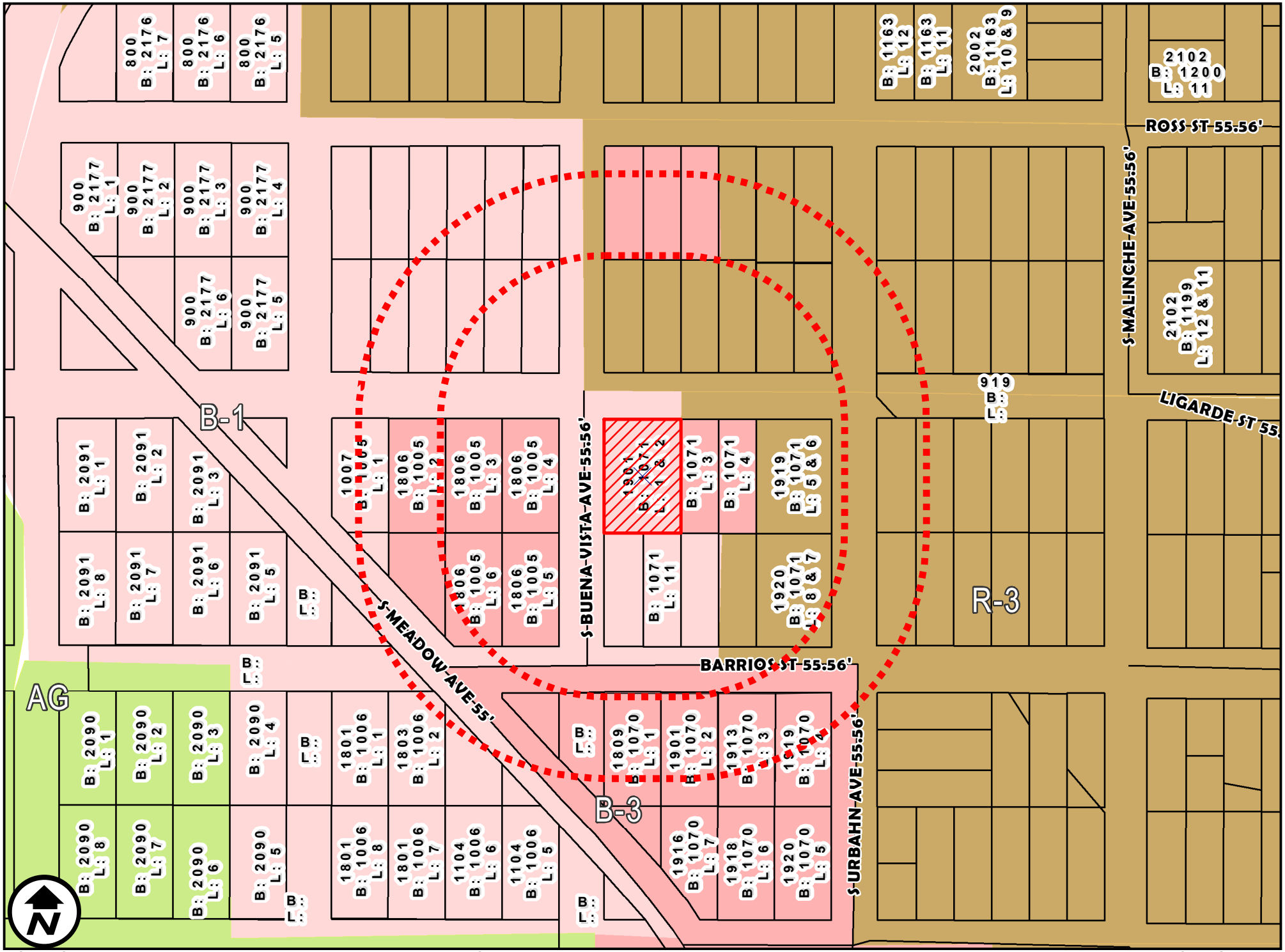



DIMENSIONS MAP

1 inch = 150 feet

**ZC-055-2025**
**COUNCIL DISTRICT 2**
**1901 LIGARDE STREET**

**APPLICATION F**
**B-1 (LIMITED BUSINESS DISTRICT, ...**
**B-3 (COMMUNITY BUSINESS DISTRICT)**

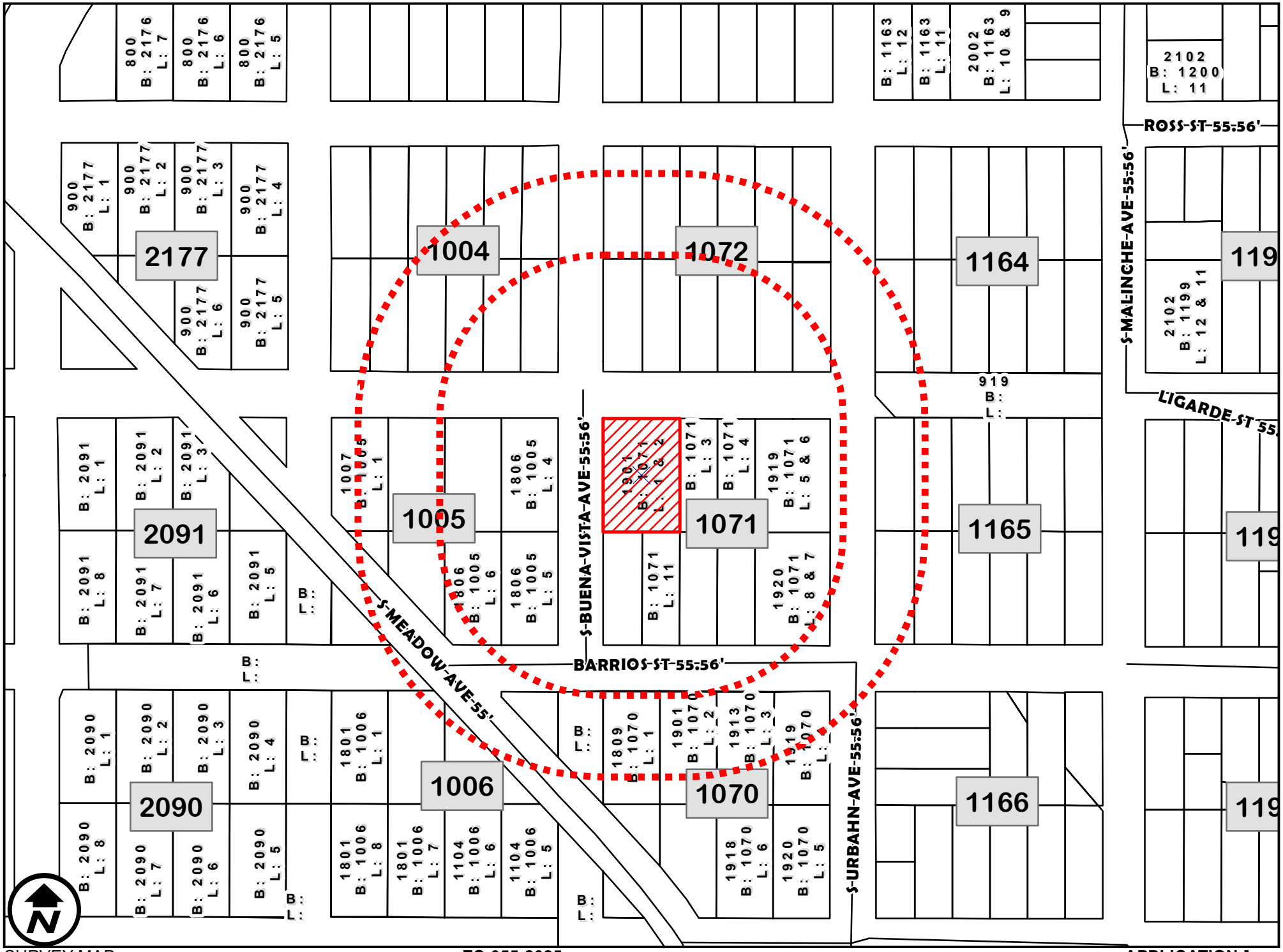



ZONING MAP

1 inch = 150 feet

**ZC-055-2025**
**COUNCIL DISTRICT 2**
**1901 LIGARDE STREET**

**APPLICATION F**
**B-1 (LIMITED BUSINESS DISTRICT, [illegible]**
**B-3 (COMMUNITY BUSINESS DISTRICT)**

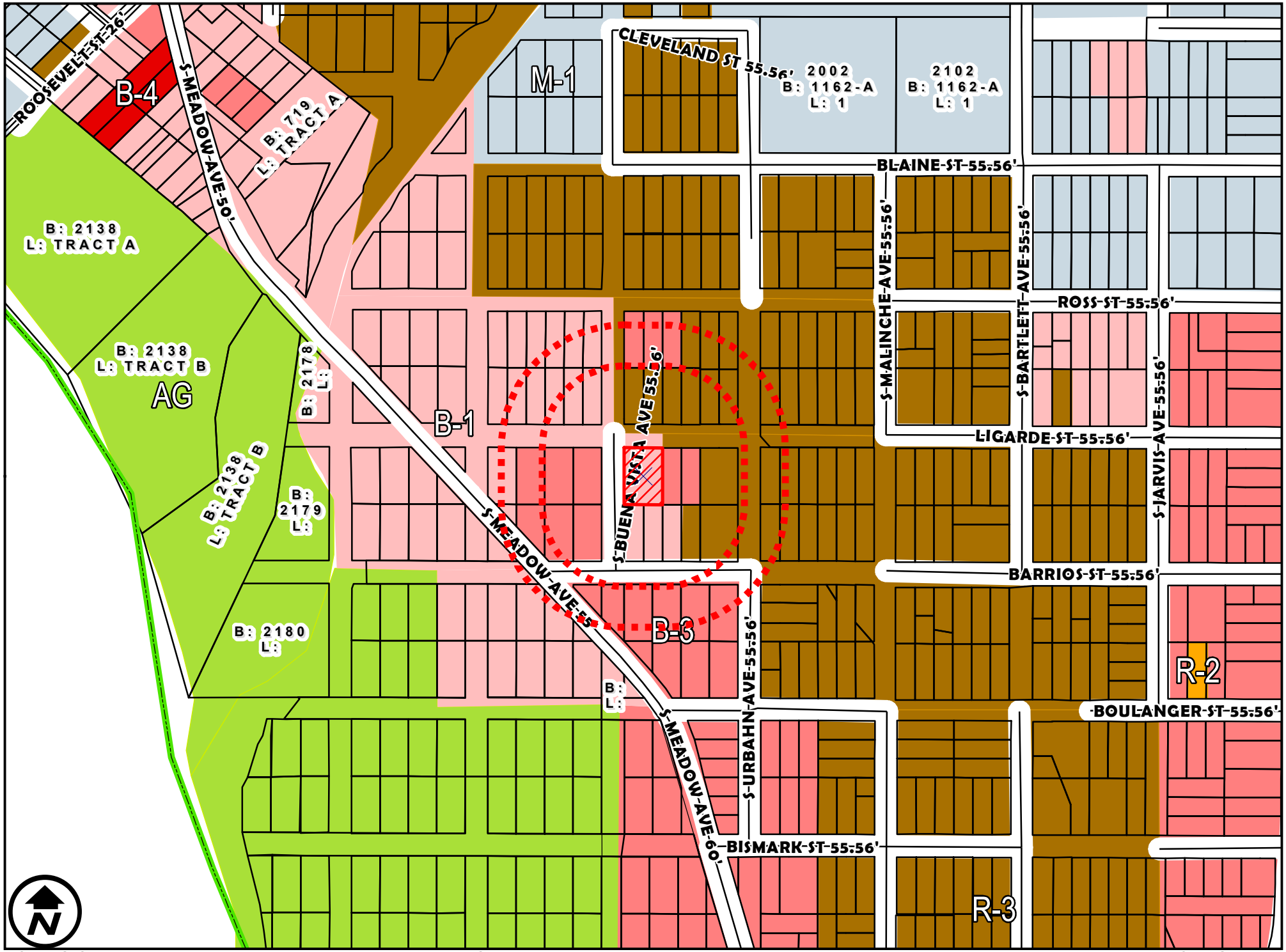



SURVEY MAP

1 inch = 150 feet

**ZC-055-2025**
**COUNCIL DISTRICT 2**
**1901 LIGARDE STREET**

**APPLICATION F**
**B-1 (LIMITED BUSINESS DISTRICT,**
**B-3 (COMMUNITY BUSINESS DISTRICT)**

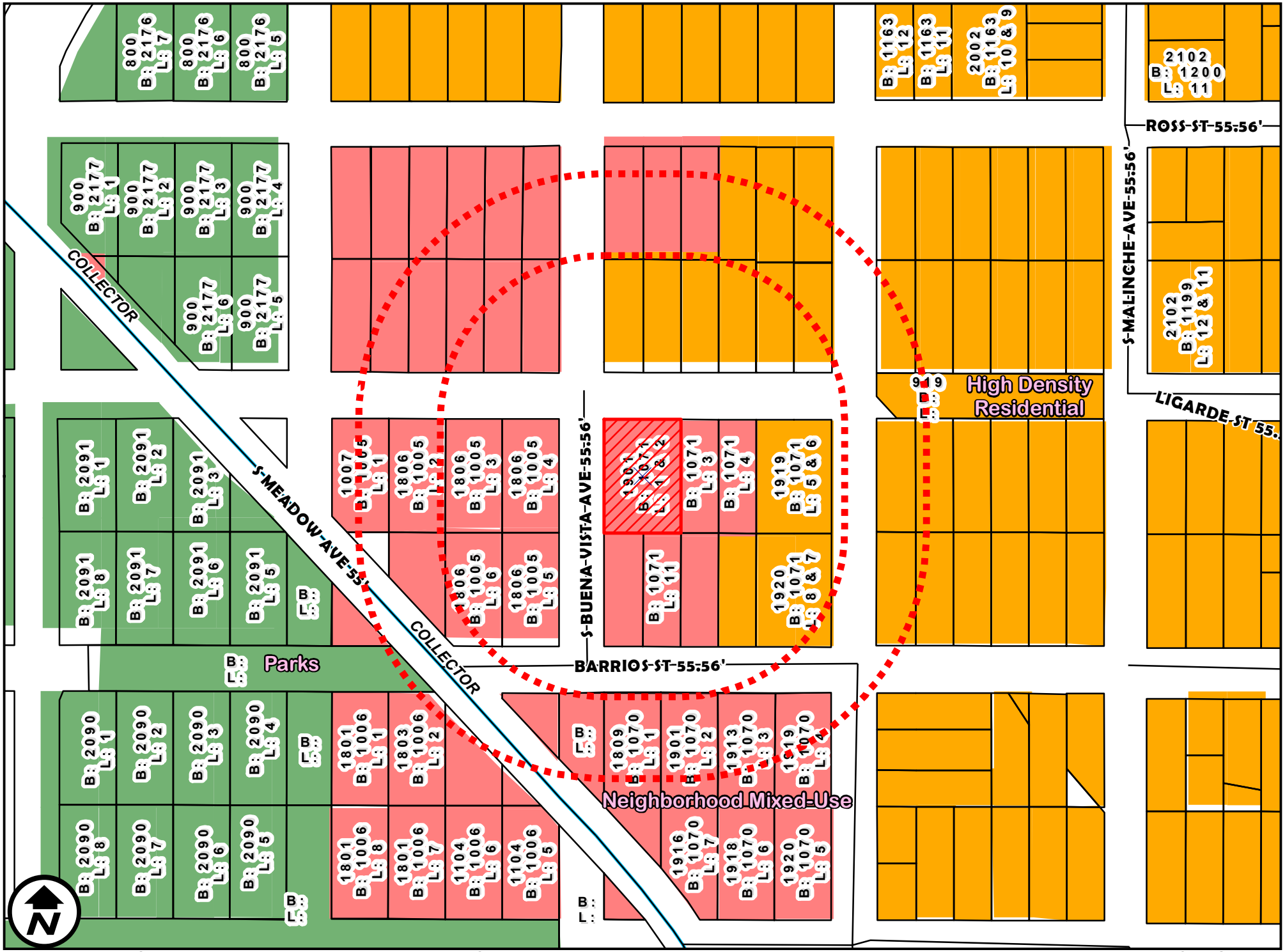



ZONING OVERVIEW

1 inch = 300 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT, [illegible]
B-3 (COMMUNITY BUSINESS DISTRICT)

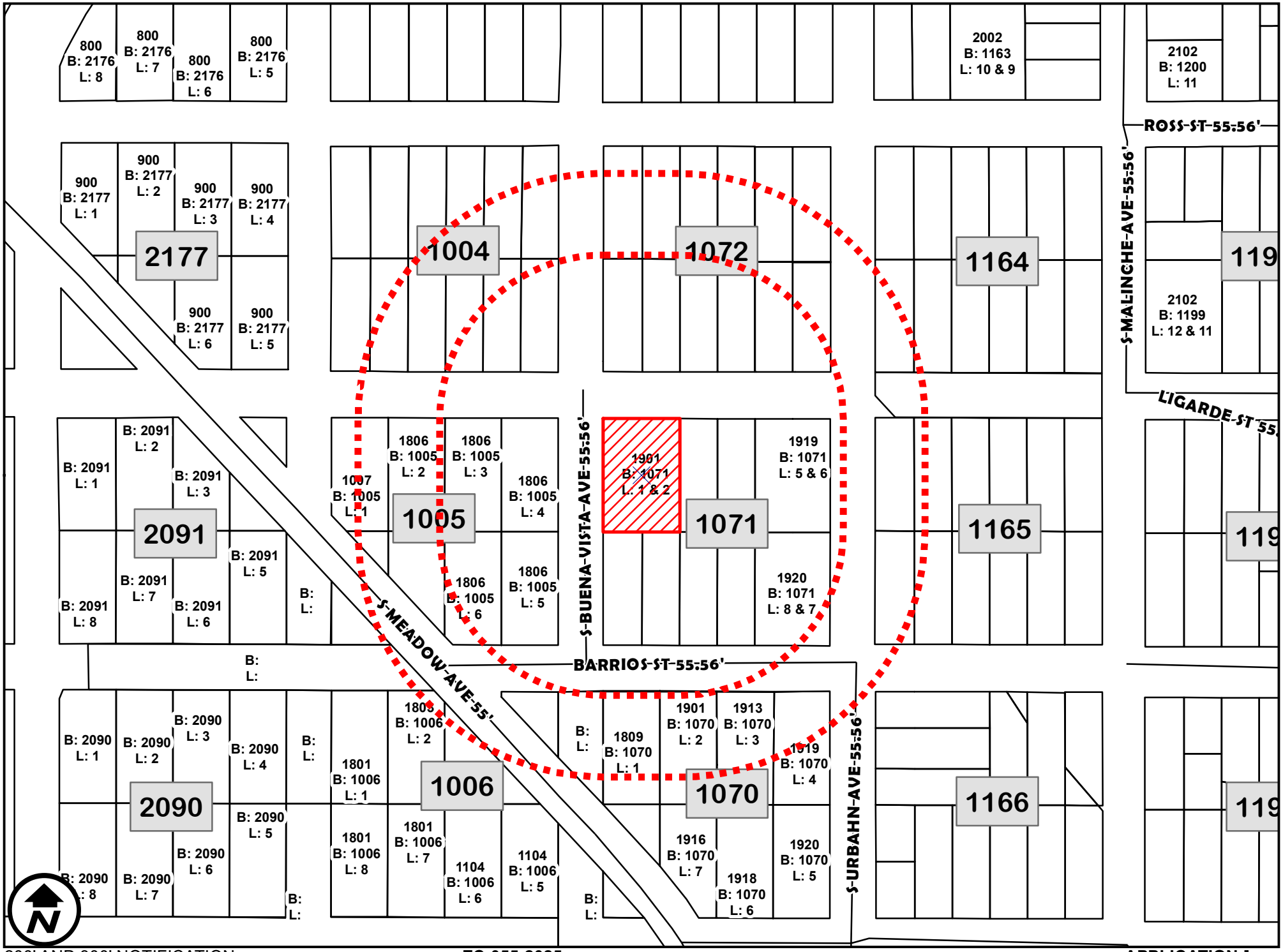



FUTURE LANDUSE

1 inch = 150 feet

ZC-055-2025
COUNCIL DISTRICT 2
1901 LIGARDE STREET

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT,
B-3 (COMMUNITY BUSINESS DISTRICT)




200' AND 300' NOTIFICATION

1 inch = 150 feet

**ZC-055-2025**
**COUNCIL DISTRICT 2**
**1901 LIGARDE STREET**

**APPLICATION F**
**B-1 (LIMITED BUSINESS DISTRICT, [illegible]**
**B-3 (COMMUNITY BUSINESS DISTRICT)**

ZC-055-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM P-1 TO B-3
FOR INFORMATION CALL
N PLANNING DEPARTMENT
794-1613

**ORDINANCE NO. 2025-O-153**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1 AND 2, BLOCK 1071, EASTERN DIVISION, LOCATED AT 1901 LIGARDE STREET, FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business 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 July 17, 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 August 18, 2025 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 by Lots 1 and 2, Block 1071, Eastern Division, located at 1901 Ligarde Street, from B-1 (Limited Business 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 _____, 2025.

_____
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:** 9/2/2025 **Final Readings 17.**

**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 Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue.

ZC-057-2025
District VIII

**Council District:** District 8 **Zone Case:** ZC-057-2025

**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 5 to 0 vote recommended approval of the proposed conditional use permit.

**STAFF RECOMMENDATION - Supports**
Staff supports the application.

# ZC-057-2025

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## 1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

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

**No applicable goal or policy identified in the Viva Laredo Comprehensive Plan.**

Although the Future Land Use Map (FLUM) designates the area as "Neighborhood Mixed Use," the requested use—**Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental**—is not a compatible land use type associated with the vision or intent for Neighborhood Mixed Use areas as outlined in the plan. The B-4 level activity (truck and trailer sales) is more aligned with highway-oriented or industrial activity, which is discouraged in close proximity to residential uses.

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## 3. Summary of Alignment

The proposed conditional use permit for **Truck and Trailer Sales and Rentals** at 3703, 3715, and 3717 San Dario Avenue is inconsistent with the land use and development principles set forth in the *Viva Laredo Comprehensive Plan*. The plan's **Neighborhood Mixed Use** designation encourages walkable, human-scaled development with a mix of housing, local retail, civic uses, and green space—not heavy commercial operations such as truck or trailer sales.

Furthermore, while the site does front a freeway (San Dario Ave/I-35), the **abutting residential uses to the north and east** are inconsistent with the plan's guidance to buffer intensive uses from neighborhoods. The potential impacts (noise, traffic, visual intrusion) conflict with the plan's broader themes of improving livability, supporting neighborhood integrity, and reducing land use conflicts.

Thus, there is **no verifiable goal or policy** that supports this type of use in the given context. Rather, the request appears to contradict several guiding principles focused on neighborhood character and compatible development.

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## 4. Additional Requirements

This analysis maintains a formal, policy-based tone. All applicable content has been quoted or paraphrased directly from the *Viva Laredo City of Laredo Comprehensive Plan*. In the absence of any supportive goal or policy, the conclusion reflects the proposal's misalignment with the Plan.

**City Council-Regular Meeting**

**Date**: 9/2/2025

**Initiated By**: Ramon Chavez, Assistant City Manager
**Initiated By**: Guadalupe Murillo, Owner; and Victor J. Linares, P.E., Representative and Applicant
**Staff Source**: Vanessa Guerra, Planning Director

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**SUBJECT**

**2025-O-154** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue.

**ZC-057-2025**
**District VIII**

**PREVIOUS COUNCIL ACTION**
On August 18, 2025,City Council made a motion to introduce the item.

**BACKGROUND**

**Council District: VIIII – Alyssa Cigarroa**

**Proposed use**: The proposed use is for Truck and Trailer Sales and Truck and Trailer Rentals.

**Site:** The site is currently occupied by Murillo Trucks & Trailers Sales.

**Minimum Zoning District Required for Proposed Use:** B-4 (Highway Commercial District) zoning district.

**Current Zoning District:** The site is currently zoned as a B-3 (Community Business District) zoning district.

**Citations:** No citations have been issued at this location.

**Surrounding land uses:** To the north of the site is Boston Street, single family residential uses, Espinal Auto Collection (car dealership), and Raza Motors (car dealership). To the east of the site is San Eduardo Avenue, multi-family residential uses, and a vacant building. To the south of the site is Pierce Street, single family residential uses, Pollo Feliz (restaurant), San Isidro Motors (car dealership), and vacant developed land. To the west of the site is San Dario Avenue and Interstate 35.

**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 Dario Avenue as a Freeway.
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:** 1

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the zone change.

**STAFF RECOMMENDATION**

Staff **supports** the conditional use permit for the following reasons:

1. The proposed use is appropriate at this location since it abuts San Dario Avenue which is identified on The Long Range Thoroughfare Plan as a Freeway.
2. There are similar uses such as car dealerships along the corridor of this location. Therefore, it is not out of character.
3. The proposed use has been existing for 49 years, and no citations have been issued. Thus, it is not anticipated to have a negative impact in the surrounding area or neighborhood.
4. The only access is through San Dario. Therefore, traffic will not impose in the existing neighborhood.

General Comments:

1. The approval of the conditional use permit does not guarantee the issuance of the building permit.
2. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions:

1. The Conditional Use Permit is restricted to the site plan, as per Exhibit A, which is made part hereof for all purposes.
2. The hours of operation shall be Monday-Saturday from 8:00p.m. to 6:00p.m..
3. The conditional use permit shall only be for the sale and rental of trucks and trailers.
4. Refrigerated trucks shall not be parked adjacent to the fence bordering residential properties.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Owner shall provide parking spaces in compliance with Section 24.78 of the Laredo Land Development Code.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Land Development Code.
8. Landscaping shall be provided and maintained for the complete duration of the existence of the use in accordance with the City of Laredo Land Development Code.
   -The site plan shall identify a total number of # trees and # shrubs for the surface parking lot:
   *Formula: One (1) tree for every ten (10) parking spaces, as per section 24.83.3 (1)
   .19 total parking spaces / 10 = 1.9 trees
   .Total number of trees required: 2 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).

. 2 trees X 4shrubs = 8 shrubs

.Total number of Shrubs required: 8 Shrubs

9. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
10. 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 which abut or adjoin property containing a residential use or residential zoning district. Apartment complexed, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
11. Air inflatables used for advertising shall be prohibited.
12. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing into adjacent streets and properties.
13. Signage shall be consistent with the City's Sign Ordinance.
14. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
15. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP Business holder.
16. 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.
17. The proposed use shall undergo an annual Fire Inspection.
18. 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.
19. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
20. The establishment shall be kept in a sanitary condition.
21. The proposed use shall not cause undue traffic congestion, dangerous traffic conditions, parking or loading problems.
22. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and any other similar conditions.
23. The proposed use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features.
24. The establishment shall not store automotive fuel, lubricant and fluids, materials, equipment, and auto parts in proper storage areas within the property. Storage on the roof of any structure is prohibited. Storage outside the property boundaries is prohibited.
25. The display or storage of vehicles shall be kept within the property boundaries. Parking, displaying, or storing vehicles on public right of way is prohibited.
26. The repair of Truck/Heavy Equipment/Recreational Vehicles shall be prohibited.

IMPACT ANALYSIS

**Is this change contrary to the established land use pattern?**
No. There are existing used car dealerships in the area. However, there are residential uses to the north and east of the site.

**Would this change create an isolated zoning district unrelated to surrounding districts?**
The zoning will not change.

**Will change adversely influence living conditions in the neighborhood?**

The proposed use has been existing for 49 years; if it were likely to negatively impact the neighborhood, such effects would have already occurred.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
Yes. The existing B-3 does not allow for a truck and trailers sales and truck and trailer rentals as intended by the applicant.

**Attachments**

Comp Plan Alignment

Maps

Zone Change Signage

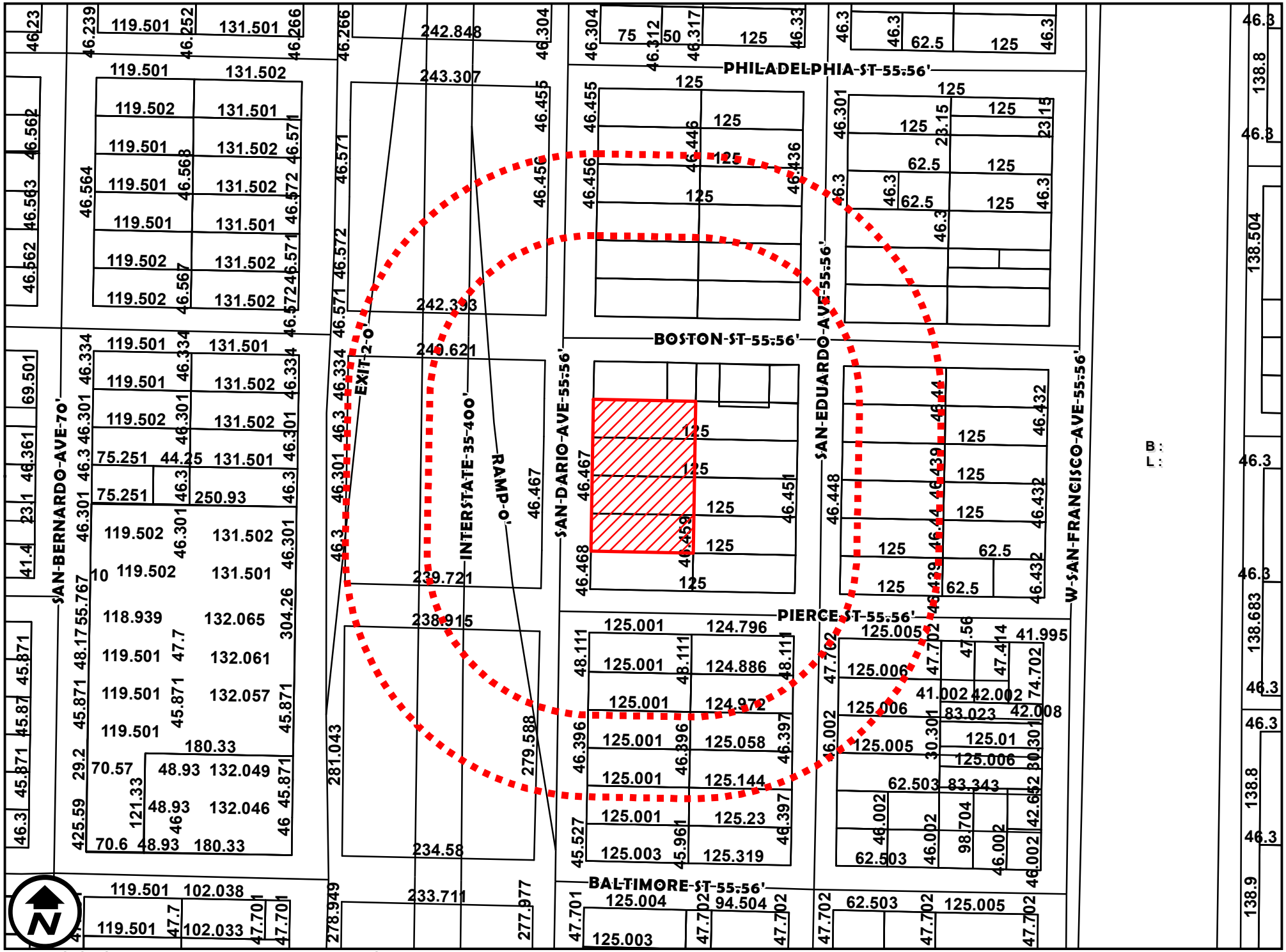
Final Ordinance

AERIAL MAP

1 inch = 150 feet

**ZC-057-2025**
**COUNCIL DISTRICT 8**
**3703, 3715, AND 3717 SAN DARIO AVENUE**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)**

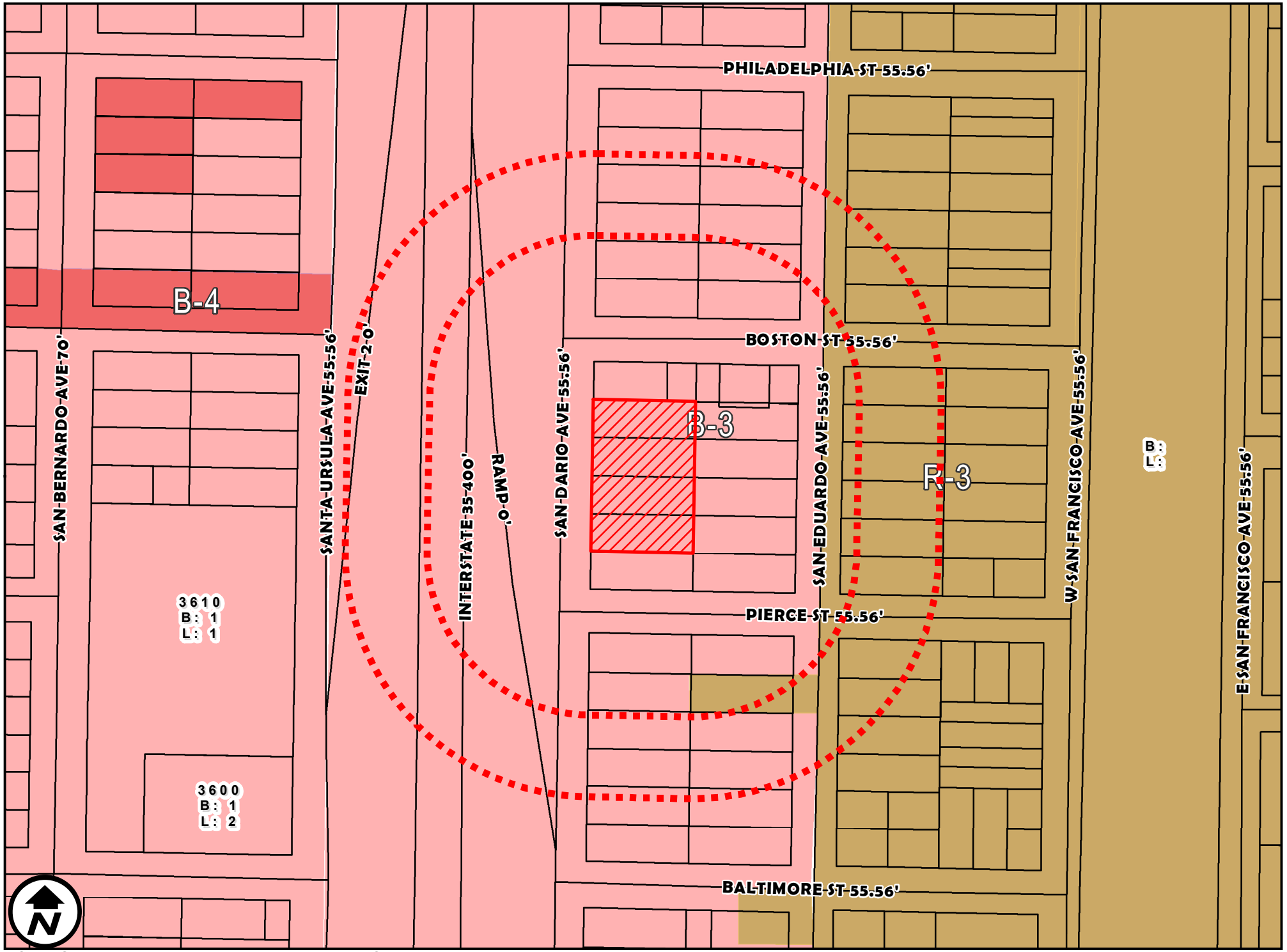



DIMENSIONS MAP

1 inch = 150 feet

ZC-057-2025
COUNCIL DISTRICT 8
3703, 3715, AND 3717 SAN DARIO AVENUE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)




ZONING MAP

1 inch = 150 feet

**ZC-057-2025**
**COUNCIL DISTRICT 8**
**3703, 3715, AND 3717 SAN DARIO AVENUE**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
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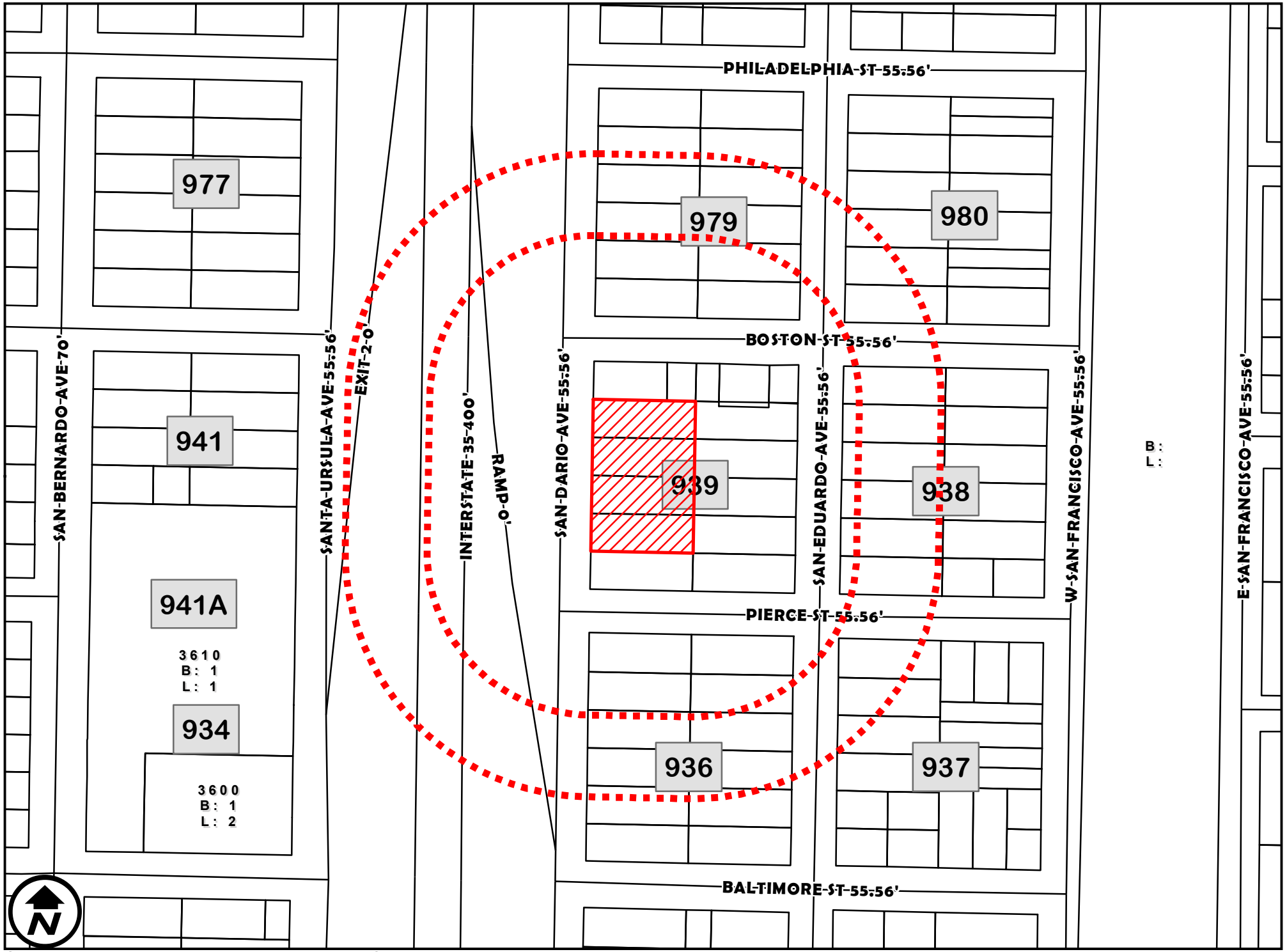


SURVEY MAP

1 inch = 150 feet

**ZC-057-2025**
**COUNCIL DISTRICT 8**
**3703, 3715, AND 3717 SAN DARIO AVENUE**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
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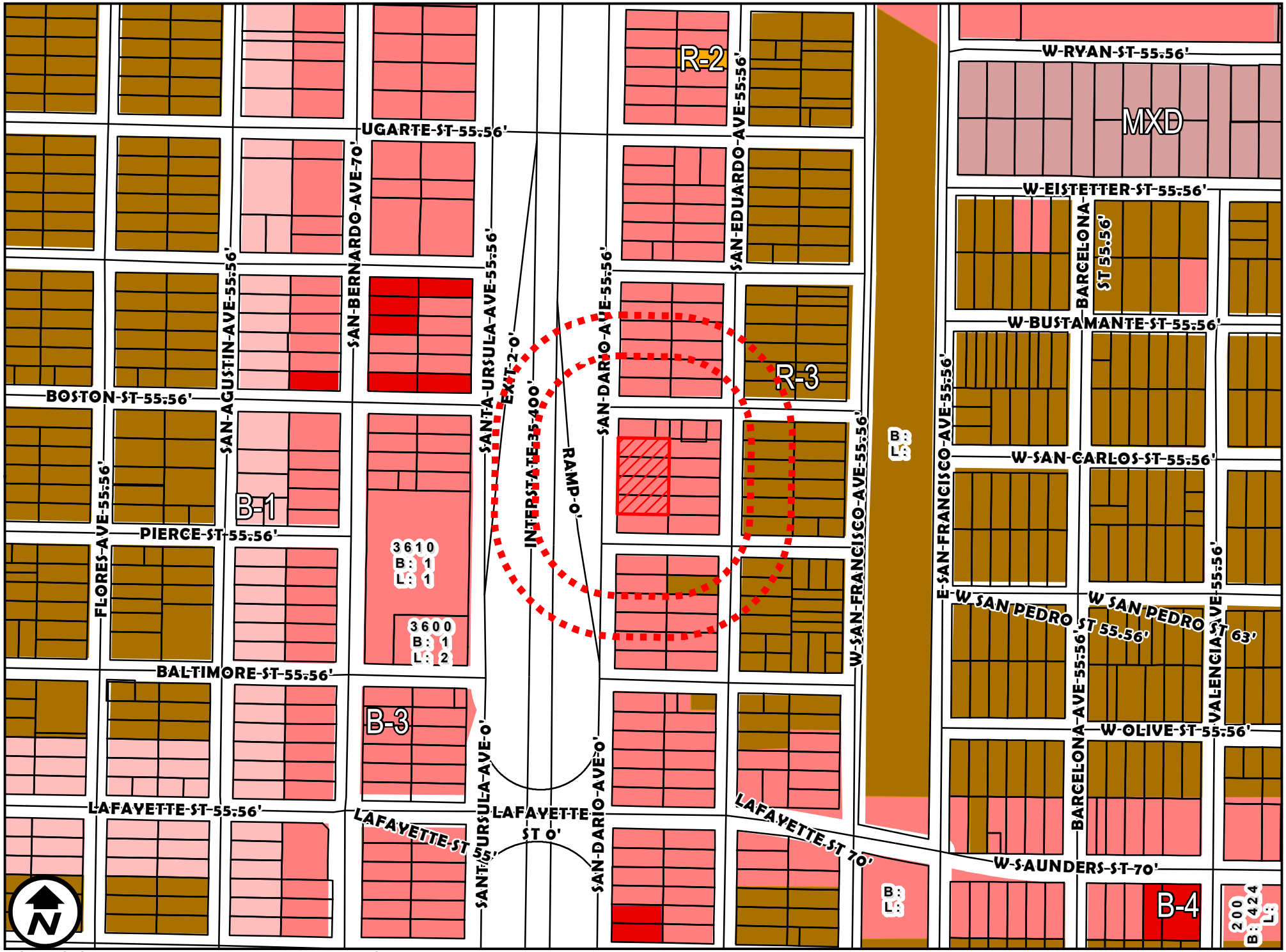


ZONING OVERVIEW

1 inch = 300 feet

**ZC-057-2025**
**COUNCIL DISTRICT 8**
**3703, 3715, AND 3717 SAN DARIO AVENUE**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
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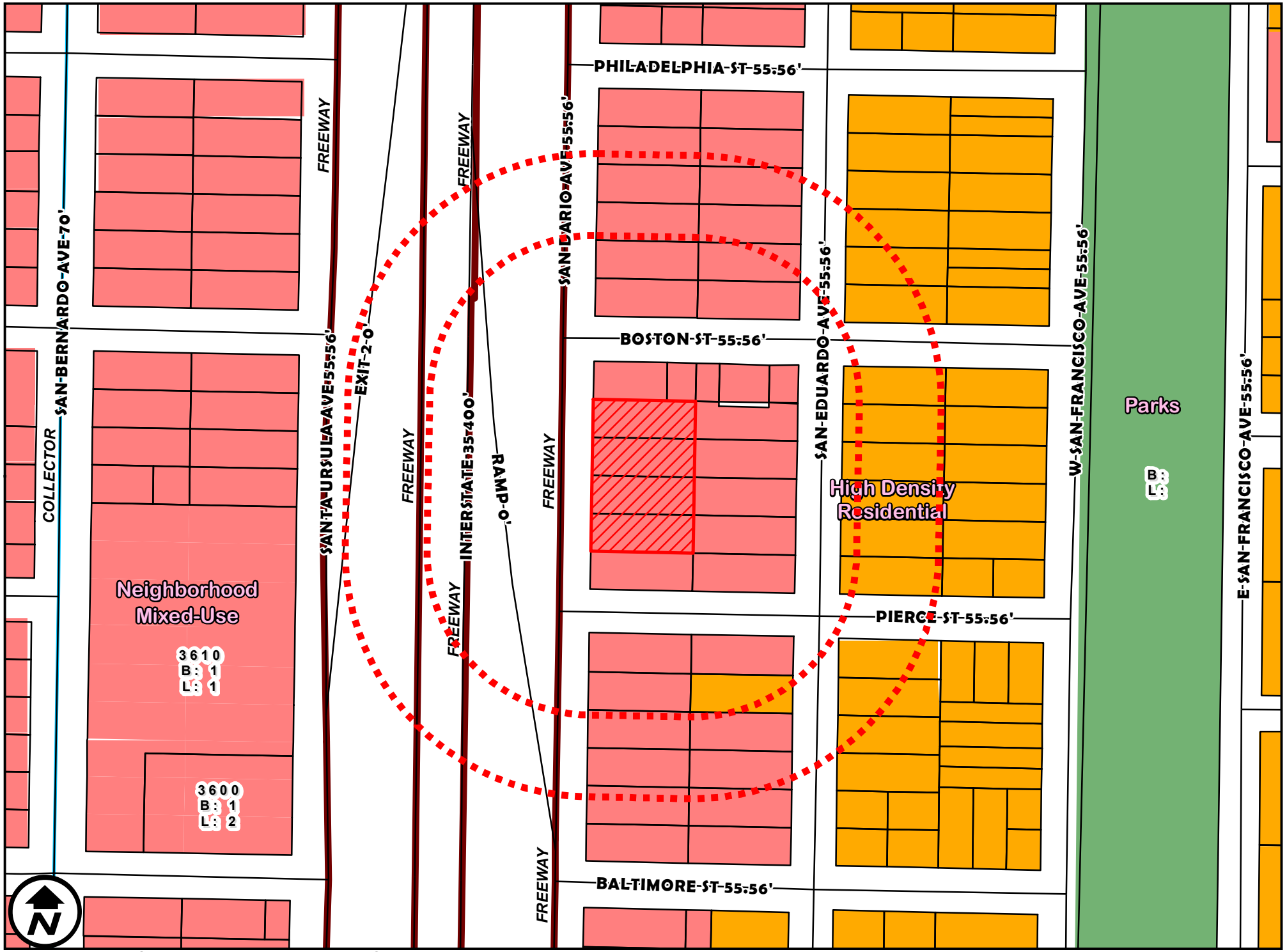


FUTURE LANDUSE

1 inch = 150 feet

**ZC-057-2025**
**COUNCIL DISTRICT 8**
**3703, 3715, AND 3717 SAN DARIO AVENUE**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
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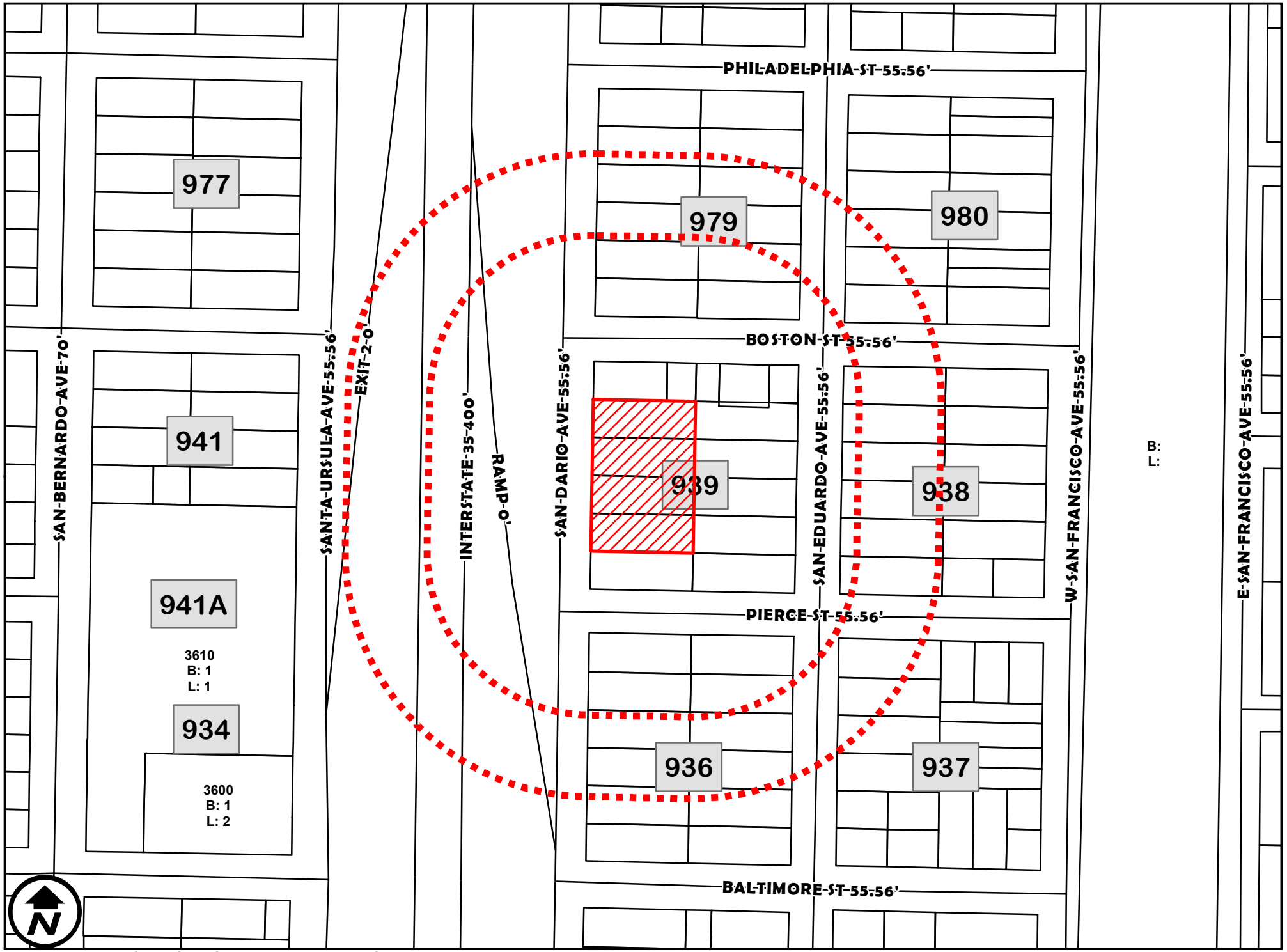


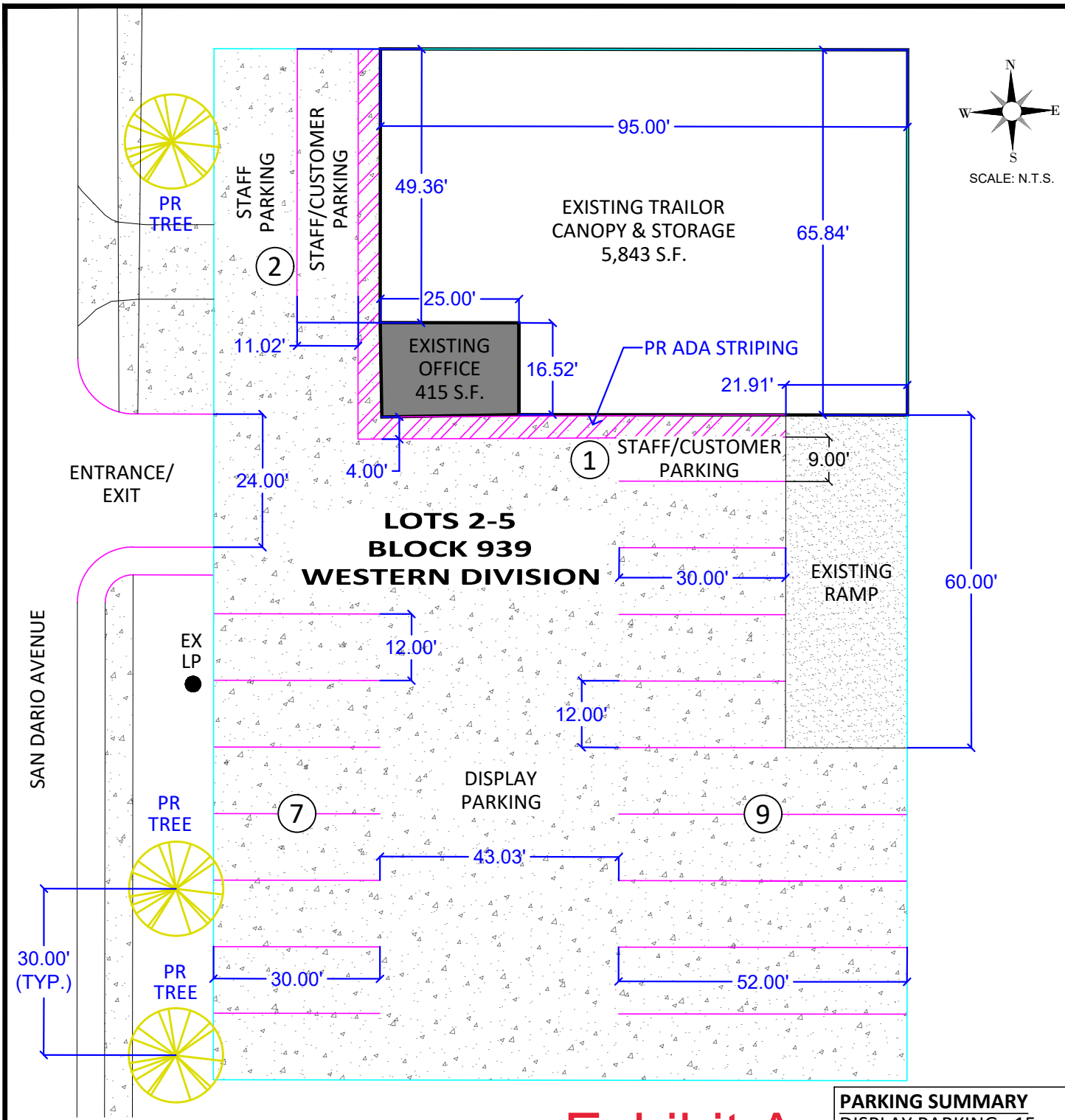

200' AND 300' NOTIFICATION

1 inch = 150 feet

**ZC-057-2025**
**COUNCIL DISTRICT 8**
**3703, 3715, AND 3717 SAN DARIO AVENUE**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY)**

ZC-057-2025
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613




# Exhibit A

**PARKING SUMMARY**
DISPLAY PARKING= 15
STAFF PARKING= 3
CUSTOMER PARKING= 2

STATE OF TEXAS
VICTOR J. LINARES
107499
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY VICTOR J. LINARES, P.E., #107499 ON 6/30/2025 FOR THE PURPOSE OF CUP APPLICATION EXHIBIT USE ONLY.

**EXISTING SITE PLAN @ 3715 SAN DARIO AVE & 3703 SAN DARIO AVE**


SABIO ENGINEERING & ASSOCIATES PLLC
TBPE Reg. #: F-23802
Office: (956) 251-2808
6999 McPherson Rd., Ste. 329, Office #6
Laredo, TX 78041

**ORDINANCE NO. 2025-O-154**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR HEAVY MACHINERY SALES AND RENTAL (OUTDOOR DISPLAY) ON LOTS 2,3,4,5, BLOCK 939, WESTERN DIVISION, LOCATED AT 3703, 3715, AND 3717 SAN DARIO AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 17, 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 conditional 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 August 18, 2025 on the request and finds the conditional use permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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 by authorizing the issuance of a Conditional Use Permit for Heavy Machinery Sales and Rental (Outdoor Display) on Lots 2,3,4,5, Block 939, Western Division, located at 3703, 3715, and 3717 San Dario Avenue.

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

1. The Conditional Use Permit is restricted to the site plan, as per Exhibit A, which is made part hereof for all purposes.
2. The hours of operation shall be Monday-Saturday from 8:00p.m. to 6:00p.m..
3. The conditional use permit shall only be for the sale and rental of trucks and trailers.
4. Refrigerated trucks shall not be parked adjacent to the fence bordering residential properties.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Owner shall provide parking spaces in compliance with Section 24.78 of the Laredo Land Development Code.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Land Development Code.
8. Landscaping shall be provided and maintained for the complete duration of the existence of the use in accordance with the City of Laredo Land Development Code.
   -The site plan shall identify a total number of # trees and # shrubs for the surface parking lot:
   *Formula: One (1) tree for every ten (10) parking spaces, as per section 24.83.3 (1)
   .19 total parking spaces / 10 = 1.9 trees
   .Total number of trees required: 2 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).
   . 2 trees X 4shrubs = 8 shrubs
   .Total number of Shrubs required: 8 Shrubs
9. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
10. 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 which abut or adjoin property containing a residential use or residential zoning district. Apartment complexed, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
11. Air inflatables used for advertising shall be prohibited.
12. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing into adjacent streets and properties.
13. Signage shall be consistent with the City's Sign Ordinance.
14. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
15. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP Business holder.

16. 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.
17. The proposed use shall undergo an annual Fire Inspection.
18. 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.
19. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
20. The establishment shall be kept in a sanitary condition.
21. The proposed use shall not cause undue traffic congestion, dangerous traffic conditions, parking or loading problems.
22. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and any other similar conditions.
23. The proposed use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features.
24. The establishment shall not store automotive fuel, lubricant and fluids, materials, equipment, and auto parts in proper storage areas within the property. Storage on the roof of any structure is prohibited. Storage outside the property boundaries is prohibited.
25. The display or storage of vehicles shall be kept within the property boundaries. Parking, displaying, or storing vehicles on public right of way is prohibited.
26. The repair of Truck/Heavy Equipment/Recreational Vehicles shall be prohibited.

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 2.

Section 5: This 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.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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:** 9/2/2025 **Final Readings 18.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending the City of Laredo Land Development Code Section 24.63, entitled “Permitted Land Uses”, to clarify that the Storage of Flammable and Explosive Products are allowed in M-2 zoning district and in M-1 zoning districts with a special use permit, providing that this ordinance shall be cumulative, providing for severability clause, and providing for publication and effective date.

**PREVIOUS COUNCIL ACTION**
On August 18, 2025, City Council made a motion to introduce the item.

**BACKGROUND**
The City of Laredo Land Development Code Section 24.63.2, entitled “Permitted Land Uses,” currently does not identify the storage of flammable and explosive products as a separate use classification. This absence has created uncertainty regarding whether such use is allowed. To address this issue, the proposed amendment resolves this by clarifying distinctively in the City Laredo Land Development Code Section 24.63.2, entitled “Permitted Land Uses,” the storage of flammable and explosive products is permitted in M-2 (Heavy Manufacturing District) zoning districts and permitted in M-1 (Light Manufacturing District) zoning districts through the issuance of a Special Use Permit (SUP).

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

**STAFF RECOMMENDATION**
Staff recommends approval of the Ordinance.

**ORDINANCE NO. 2025-O-155**

AMENDING THE CITY OF LAREDO LAND DEVELOPMENT CODE SECTION 24.63.2, ENTITLED "PERMITTED LAND USES" TO CLARIFY THE STORAGE OF FLAMMABLE AND EXPLOSIVE PRODUCTS ARE ALLOWED IN M-2 ZONING DISTRICTS AND IN M-1 ZONING DISTRICTS WITH A SPECIAL USE PERMIT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

**WHEREAS**, the Laredo Land Development Code Section 24.63.2 entitled "Permitted Land Uses" does not currently identify the Storage of Flammable and Explosive Products; and,

**WHEREAS**, the Storage of Flammable and Explosive Products are to be permitted on an M-2 zoning district and on an M-1 zoning districts with a special use permit; and,

**WHEREAS**, the absence of this specification leads to confusion regarding the permissibility of such uses; and,

**WHEREAS**, the amendments proposed herein provide for the orderly and healthful development of the City of Laredo; and,

**WHEREAS**, the creation of said requirement has been deemed necessary and appropriate; and,

**WHEREAS**, the Planning and Zoning Commission, after a discussion on July 17, 2025 has recommended the City Council of the City of Laredo approve this amendment to the City of Laredo Land Development Code; and,

**WHEREAS**, notice of the ordinance amendment 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 August 18, 2025 on this amendment and finds this ordinance appropriate and consistent with the General Plan of the City of Laredo and in the best interest of the public health safety and welfare.

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

**Section 1.** City of Laredo Land Development Code Section 24.63.2 entitled "Permitted Land Uses" is hereby amended to read as follows:

Section 24.63

Section 24.63. Permitted Uses

| Residential Districts | | | | | | | | | | | MANUFACTURING MINING / CONSTRUCTION | Non-Residential Districts | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AG | R-1 | R-1A | R-1B | R-1-MH | R-2 | R-3 | RSM | RS | R-O | USE CODE | Uses | Notes | AE | B-1 | B-1R | CBD | B-3 | B-4 | M-1 | M-2 | MXD |
| | | | | | | | | | | 7389 | Salvage and/or Reclamation (Outdoors) | | | | | | | | S | S | S |
| | | | | | | | | | | 7692 | Welding Shop | | | | | | | | X | X | X |
| | | | | | | | | | | 7699 | Engine Repair/Motor Manufacturing | | | | | | | | X | X | X |
| | | | | | | | | | | | Re-Manufacturing and/or Repair | | | | | | | | X | X | X |
| | | | | | | | | | | 3599 | Machine Shop | | | | | | | | X | X | X |
| | | | | | | | | | | 3670 | Electronic Assembly | | | | | | | | X | X | X |
| | | | | | | | | | | 3471 | Plating Establishments | | | | | | | | X | X | X |
| | | | | | | | | | | | Storage and handling of hazardous materials | | | | | | | | S | X | |
| | | | | | | | | | | | *Storage of Flammable and Explosive products* | | | | | | | | *S* | *X* | |

LEGEND:

| | |
|---|---|
| X | Permitted |
| S | Special Use Permit |

Date: 11-22-93 (Amended Ord. No. 93-O-228, 11/22/93; 98-O-169, 7/6/98; 2010-O-084, 7/6/10; 2015-O-126, 9/21/15)

***Land Use Charts***

Page: IV-24

**City of Laredo, Texas**

**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.** The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

**Section 6.** This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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:** 9/2/2025 **Final Readings 19.**

**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 Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development). (As amended)

ZC-014-2025
District VII

**Council District:** District 7 **Zone Case:** ZC-014-2025

**Letters sent to property owners:** 24

**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 with changes**
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the planned unit development overlay with amending condition number seven (7) to remove “The minimum lot area of 2,200 square feet” and add “The minimum lot area of 1,600 square feet.”

**STAFF RECOMMENDATION - Supports**
Staff supports the application.

## ZC-014-2025 – Comprehensive Plan Alignment

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## 1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

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

**Goal 5.1:**

*"Promote a variety of housing types and residential densities throughout the city to meet the needs of a diverse population."*
— Page 5.31, Viva Laredo City of Laredo Comprehensive Plan.

**Relevance:**
The proposed Planned Unit Development would introduce 160 single-family townhouses to a vacant site, supporting housing diversity and increased residential density, consistent with this goal.

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**Policy 5.2.3:**

*"Encourage infill housing development and redevelopment in existing neighborhoods with appropriate design standards to maintain neighborhood character."*
— Page 5.31, Viva Laredo City of Laredo Comprehensive Plan.

**Relevance:**
Although the parcel is classified as vacant developed land, it lies adjacent to existing residential uses. As such, the development can be interpreted as infill. The plan also includes compatibility with adjacent uses, particularly single-family residential to the west and south, aligning with this policy.

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**Goal 8.1:**

*"Ensure that all residents have access to a diverse system of parks, recreation opportunities, and open spaces."*
— Page 8.15, Viva Laredo City of Laredo Comprehensive Plan.

**Relevance:**
The proposed site does not meet the full parkland/open space requirement of 1.6 acres but qualifies for a 50% credit per the Land Development Code and provides 0.80 acres of open space. This partial compliance represents a limited advancement of Goal 8.1.

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## 3. Summary of Alignment

The proposal to rezone from B-3 to B-3 P.U.D. for the development of single-family townhouses generally aligns with the Viva Laredo Comprehensive Plan's vision of diverse, infill residential development in appropriate mixed-use areas. Specifically, the project supports:

- **Goal 5.1**, by offering a new housing type (townhouses),
- **Policy 5.2.3**, by locating near existing neighborhoods in a mixed-use context, and
- **Goal 8.1**, through partial provision of open space.

However, the proposal does not fully achieve parkland and open space goals, requiring reliance on the 50% credit allowed by the development code. Furthermore, although traffic concerns have been reviewed, the scale of the project may still introduce neighborhood-level impacts that warrant monitoring.

For these reasons, the agenda item demonstrates a **Moderate** level of alignment with the Comprehensive Plan.

Broader intersecting planning themes include **housing diversity**, **neighborhood connectivity**, and **limited access to green space**, with indirect implications for **mobility** and **quality of life**.

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## 4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan. No stronger alignment was identified due to partial fulfillment of open space standards and lack of direct policy guidance on townhome development patterns in mixed-use zones.

**City Council-Regular Meeting**

**Date**: 9/02/2025

**Initiated By**: Ramon Chavez, Assistant City Manager
**Initiated By**: Ariva, Ltd. Owner/Applicant; Peua Consulting, LLC, Representative
**Staff Source**: Vanessa Guerra, Planning Director

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**SUBJECT**

**2025-O-162** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development). (As amended)

**ZC-014-2025**
**District VII**

**PREVIOUS COUNCIL ACTION**
On August 18, 2025, City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** VII- Vanessa Perez

**Proposed use**: The proposed use is for planned unit development (P.U.D.) single family townhouses.

**Site:** The site is currently vacant developed land.

**Surrounding land uses:** To the north of the site is Bob Bullock Loop, Freight Dispatch Service Agency, Ltd., and vacant land. To the east of the site is an easement, Laredo Fire Station #9, FM 1472 (Mines Road), and vacant land. To the south of the site is Carmel Apartments, Fasken Boulevard, Barrileros Drive, Fasken Elementary School, and single family residential uses. To the west of the site is Atlanta Drive, Sierra Corda Drive, Basque Drive, Andalucia Drive, and primarily single-family residential uses.

**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 Bob Bullock Loop as an Expressway, but does not identify Atlanta Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

**Letters sent to surrounding property owners:** 24 **In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the planned unit development overlay with amending condition number seven (7) to remove "The minimum lot area of 2,200 square feet" and add "The minimum lot area of 1,600 square feet."

**STAFF RECOMMENDATION**

Staff **supports** the proposed planned unit development overlay 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, B-4, AH, AN, FH, OG FiH), which includes B-3 zoning districts.

2. The proposed use is compatible with the residential uses to the south and west of the site.

3. There are similar uses to the west of the site, which are single-family residential uses within the vicinity of the site.

4.The proposed PUD is not anticipated to have a negative impact with traffic due to the approval of the Traffic Impact Analysis (TIA) by the Traffic Director.

5. Although, the proposed PUD – Site Plan does not meet the minimum landscape requirements of 0.01 acre or 447 square feet of park and open space per dwelling unit as per the Laredo Land Development Code, Section 24-70.3.9.

- The proposed site plan has 160 dwellings and requires 1.60 acres of park and open space (160 dwellings x 0.01 acre = 1.6 acres).

However, the proposed PUD Site Plan does meet the 50% credit of the open space requirement of parkland as stated in the Laredo Land Development Code, Section 24-70.3.9

- The proposed site plan identifies 0.80 acres of park and open space.

- As per the attached narrative, the applicant would like to pursue the 50% credit of the open space requirement of parkland as stated in the Laredo Land Development Code, Section 24-70.3.9.

- Parks Department will approve the 50% credit of the proposed park and open space.

Additional Comments:

1. The Planned Unit Development (P.U.D.) Overlay may not move forward to City Council without the approval of the site plan.

2. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

3. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

If the site plan (ZC-015-2025) is approved, Staff suggest the following conditions:

1. The Planned Unit Development is restricted to site plan, as per Exhibit A, which is made part hereof for all purposes.

2. The residential dwellings shall adhere to the definition of townhouses, "an attached single-family residence with three (3) or more units with individual fee simple ownership in the land underlying the unit", as per the Laredo Land Development Code.

3. The site plan shall include all requirements as per the Laredo Land Development Code, Section 24-70.6.

4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.

a. The site plan shall identify a total number of 320 trees for residential lots:
Formula: T (trees) = Y (number of lots) x 2, as per Section 24.83.1(c)
T = 160 lots x 2 = 320 trees

5. Garage shall meet the minimum of 18 feet in width by 20 feet in length.

6. Garage conversions are prohibited.

7. Sell of open space identified on the site plan is prohibited.

8. The minimum lot area shall be 1,600 square feet, and the minimum lot width shall be 22 feet.

9. Property Owner Association is required and will maintain all open space and communal areas as per the City of Laredo Land Development Code, Section 24.70.4.

IMPACT ANALYSIS

**Is this change contrary to the established land use pattern?**
No. There are residential uses to the south and west of the site.

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

**Will change adversely influence living conditions in the neighborhood?**

Possibly due to an increase in traffic.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
The underlying zone allows single-family townhouses.

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**Attachments:**

Comp Plan Alignment
Maps
Narrative
Site Plan
Construction Sequence
Floor Plans & Elevations
TIA Report
Parks Email
Zone Change Signage
Final Ordinance

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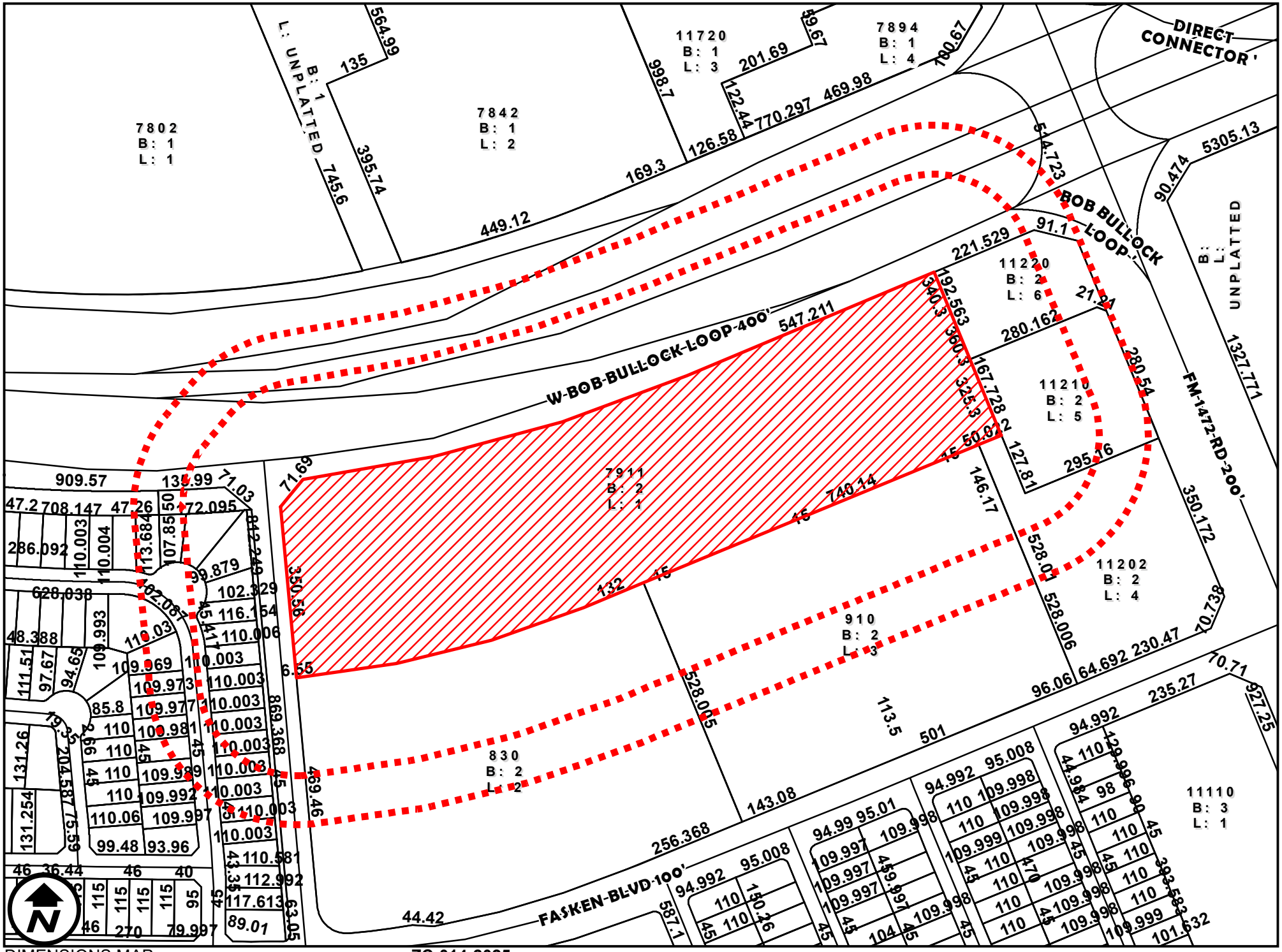
AERIAL MAP

1 inch = 250 feet

**ZC-014-2025**
**COUNCIL DISTRICT 7**
**7911 ATLANTA DRIVE**

**APPLICATION F**
**P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES**



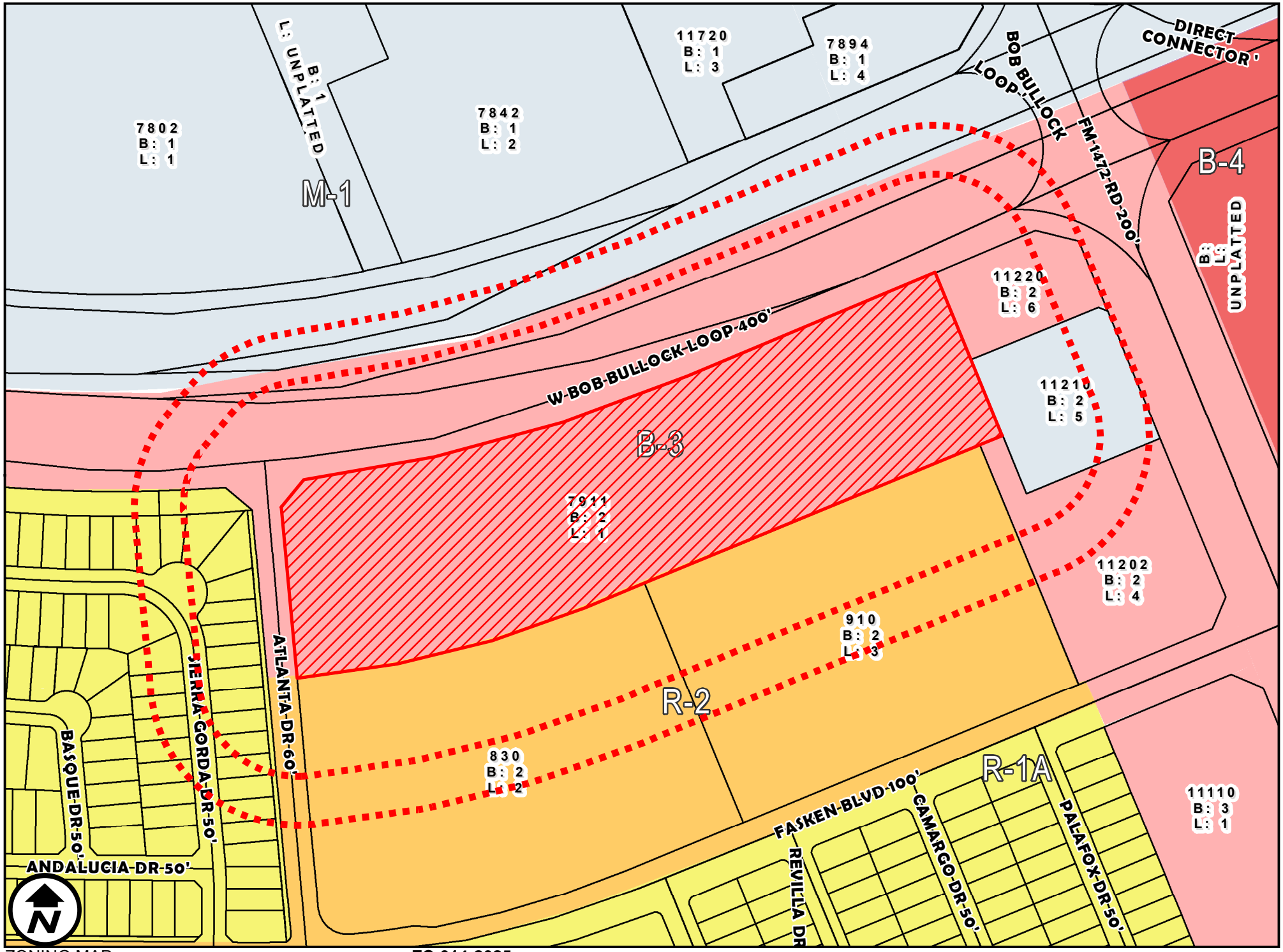

DIMENSIONS MAP

1 inch = 250 feet

**ZC-014-2025**
**COUNCIL DISTRICT 7**
**7911 ATLANTA DRIVE**

**APPLICATION F**

**P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES**

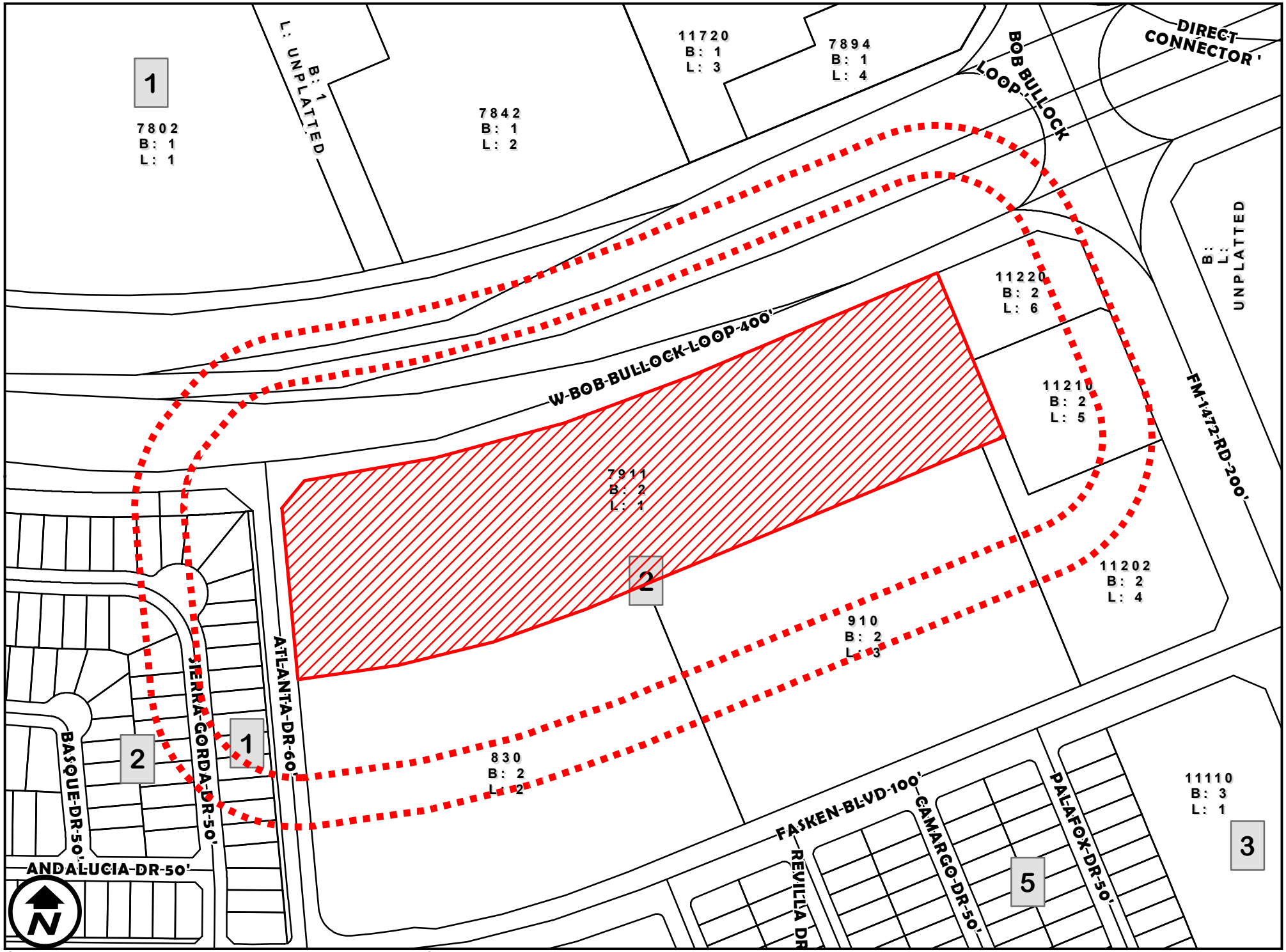



ZONING MAP

1 inch = 250 feet

**ZC-014-2025**
**COUNCIL DISTRICT 7**
**7911 ATLANTA DRIVE**

**APPLICATION F**
**P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES**

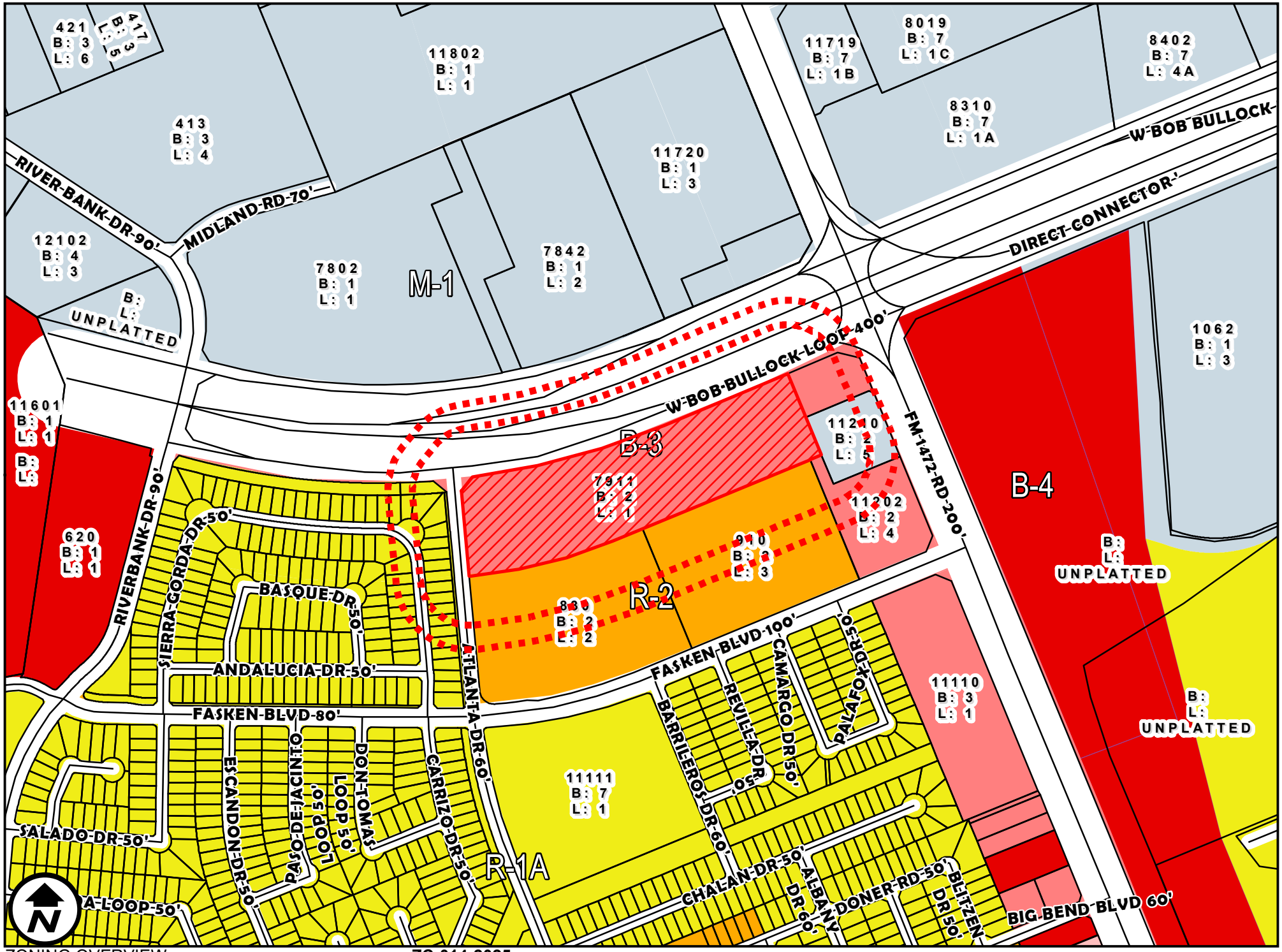



SURVEY MAP

1 inch = 250 feet

**ZC-014-2025**
**COUNCIL DISTRICT 7**
**7911 ATLANTA DRIVE**

**APPLICATION F**
**P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES**

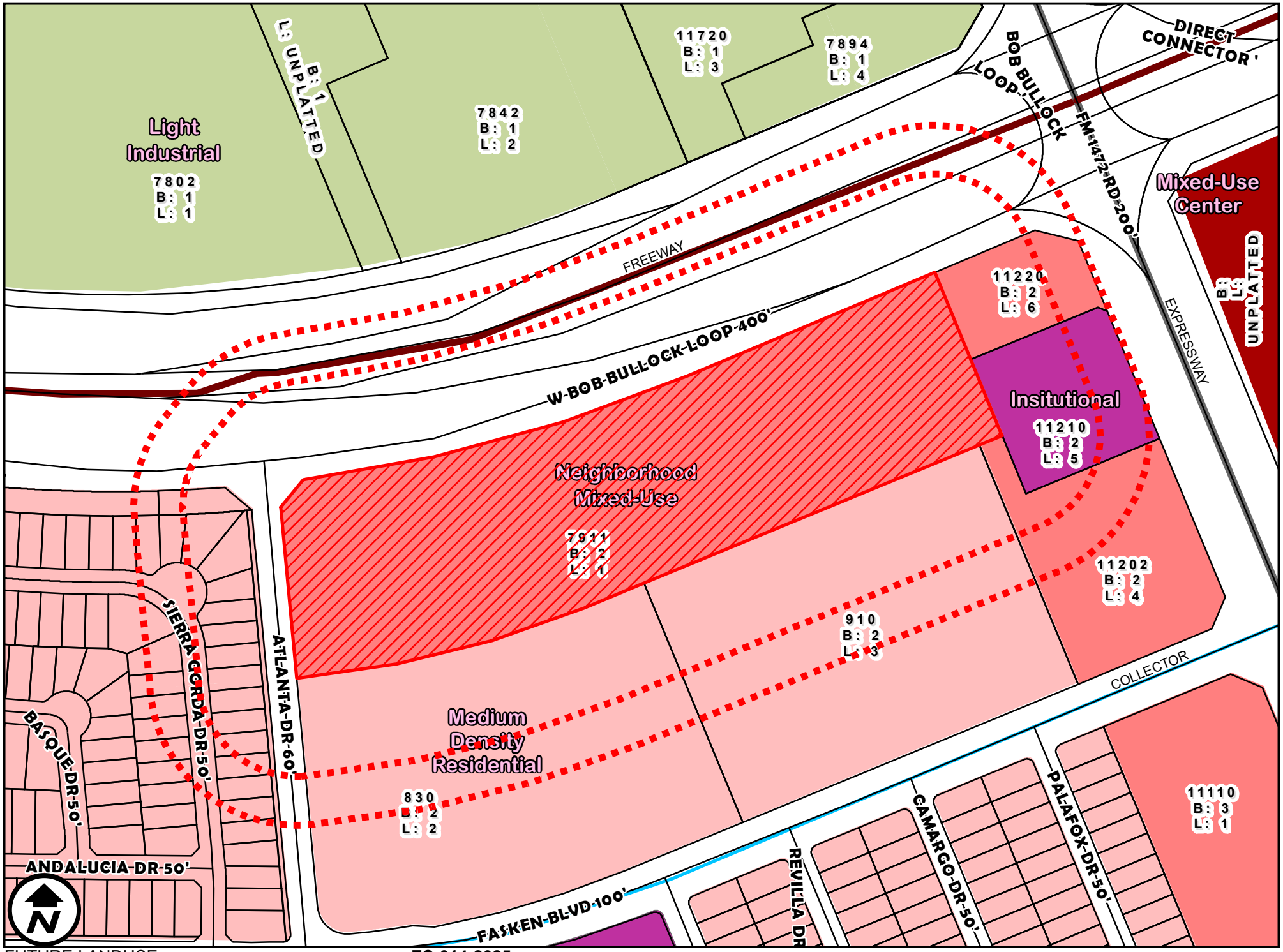



ZONING OVERVIEW

1 inch = 500 feet

**ZC-014-2025**
**COUNCIL DISTRICT 7**
**7911 ATLANTA DRIVE**

**APPLICATION F**
**P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES**

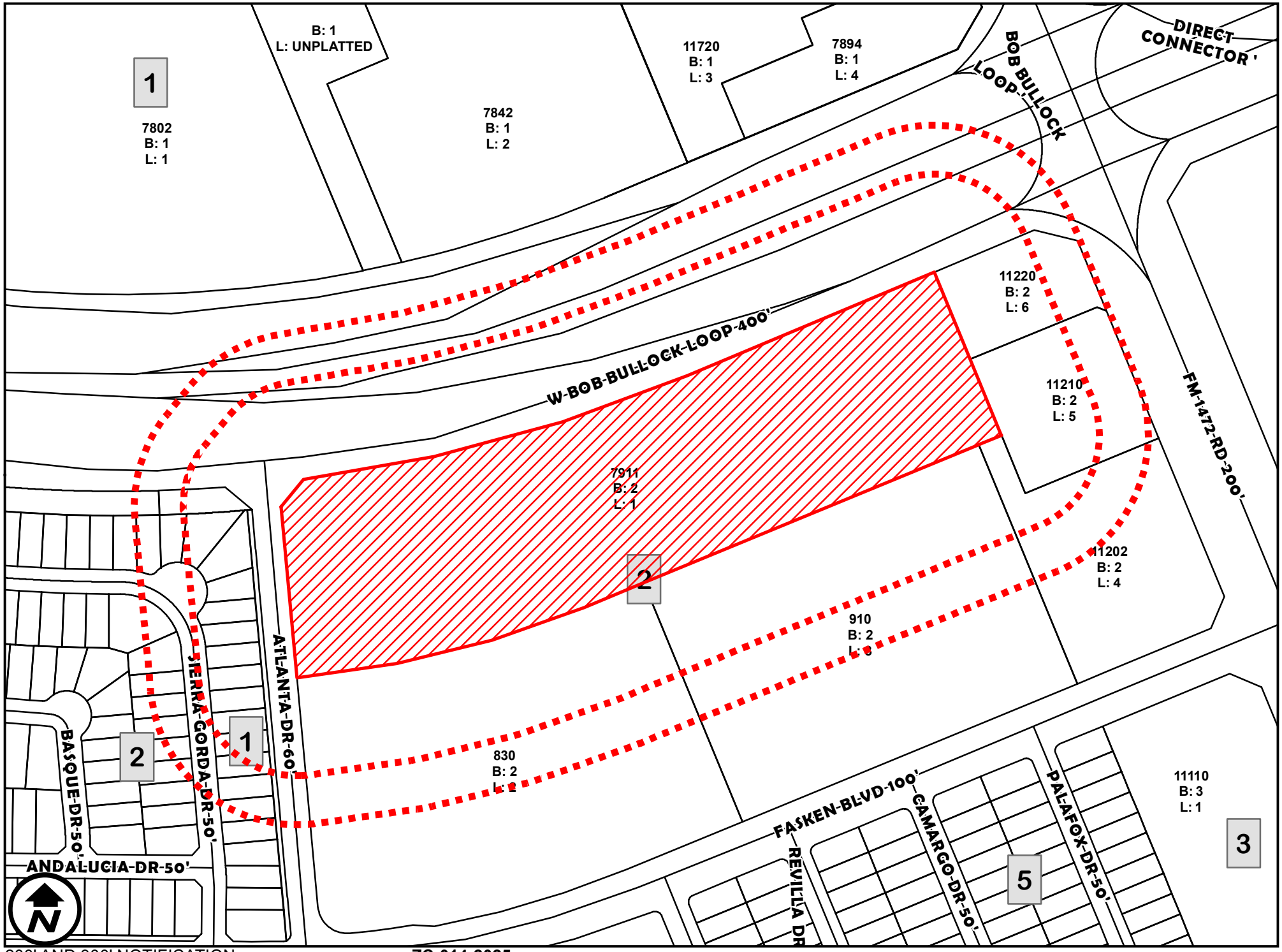



FUTURE LANDUSE

1 inch = 250 feet

**ZC-014-2025**
**COUNCIL DISTRICT 7**
**7911 ATLANTA DRIVE**

**APPLICATION F**
**P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES**




200' AND 300' NOTIFICATION

1 inch = 250 feet

**ZC-014-2025**
**COUNCIL DISTRICT 7**
**7911 ATLANTA DRIVE**

**APPLICATION F**
**P.U.D (PLANNED UNIT DEVELOPMENT) FOR TOWNHOMES**

peua consulting llc

REGISTRATION NUMBER F-14954
8218 Casa Verde Rd., Suite 1001
Laredo, TX 78041
Phone: (956) 433-2205

July 9, 2025

City of Laredo Planning and Zoning
Attention: Ms. Vanessa Guerra, AICP, Planning Director
1120 San Bernardo Ave.
Laredo, Texas 78040

**Re: Bridge Crossing, The Villas**

Dear Ms. Guerra,

The proposed development is to have 160 townhouse units within 12.561 acres divided in 14 Buildings from 5 to 15 units per building and will have a density of 12.738 units per acre.

These units are proposed to be townhomes and will have a zero-lot line in between lots as shown on the attached exhibit. The front setback is proposed to be 20' and the rear setback 6'. The proposed minimum lot width is 22', minimum length is 72.81' and the minimum proposed lot area is 1602.98 sq.ft. Each unit will have capacity of 1 enclosed parking space and 2 driveway parking spaces. In addition, there are 10 parking spaces of which 2 are handicap accessible parking spaces. A 0.80 AC Park is also proposed for this development, which is 50% of the open space requirement and Peua Consulting on behalf of Ariva Ltd. Is requesting the other 50% of the total acreage for improvements to the proposed park as per Section 24.70.3.9 of the City of Laredo Land Development Code.

Peua Consulting LLC, on behalf of Ariva Ltd., is respectfully requesting a Planned Unit Development (PUD) for this proposed townhouses Development.

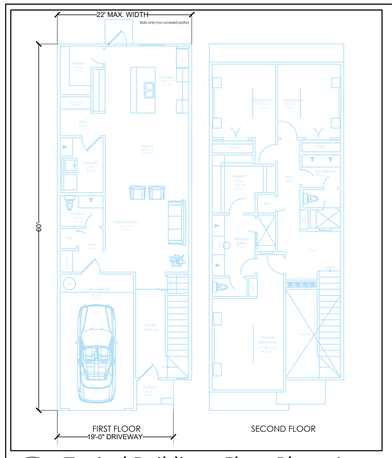
Please let us know if you have any questions or if we can be of any assistance.

Sincerely,

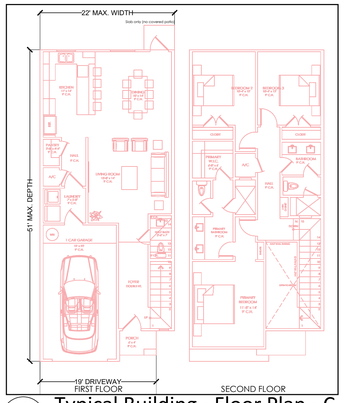
Oscar Castillo P.E.

Peua Consulting L.L.C.

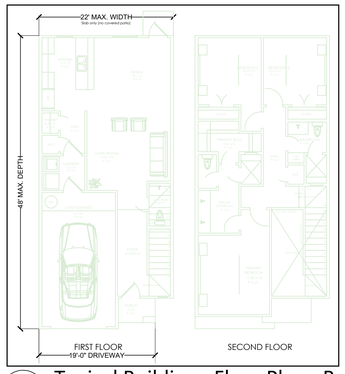
# Exhibit A



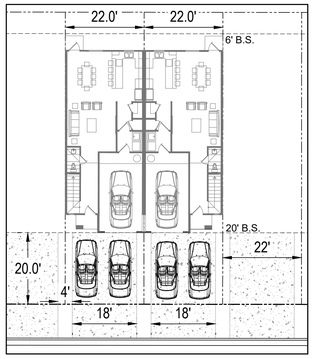

3 --- Typical Building - Floor Plan - A
SCALE: N.T.S




4 --- Typical Building - Floor Plan - C
SCALE: N.T.S




5 --- Typical Building - Floor Plan - B
SCALE: N.T.S




6 - TYPICAL UNIT SITE PLAN
SCALE: 1" : 20'

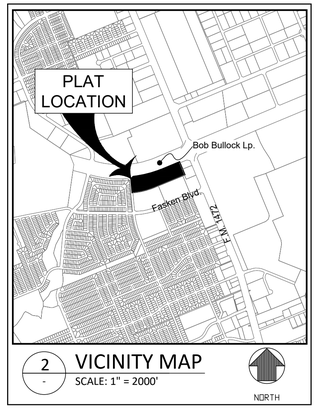
*Trees & Irrigation*

| | | | |
|---|---|---|---|
| 8.1 | 1.5" pvc Sch 40 Pipe | LF | 5,180 |
| 8.2 | 1.5' Water Meter (Irrigation) | EA | 1 |
| 8.3 | Irrigation Sprinkler | EA | 376 |
| 8.4 | Timer for Irrigation Sprinkler | EA | 1 |
| 8.5 | PVC Fitting and Hardware | LS | 1 |
| 8.6 | Backflow Preventer Valve (Irrigation) | EA | 1 |
| 8.7 | Water consumption (2 Year/15 gal/tree - 3 day/wk) | EA | 376 |
| 8.8 | Trees | EA | 376 |

| TREES PROPOSED AT PLAT DEVELOPMENT | |
|---|---|
| **Total** | 56 |
| TREES PROPOSED AT BUILDING PERMIT | |
| **Total** | 320* |
| * 160 @ DWELLING UNIT | |
| * 160 @ OPEN SPACE WITHIN DEVELOPMENT | |
| **Total Trees** | 376 |

| PROPOSED PARK | |
|---|---|
| **BLOCK 2 LOT 1** | 0.75 AC |
| **BLOCK 5 LOT 1** | 0.05 AC |
| **Total** | 0.80 AC |

| BLOCK 1 | | | | | | BLOCK 2 | | | BLOCK 4 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LOT # | AREA (Sqft) | AREA (AC) | LOT # | AREA (Sqft) | AREA (AC) | LOT # | AREA (Sqft) | AREA (AC) | LOT # | AREA (Sqft) | AREA (AC) | LOT # | AREA (Sqft) | AREA (AC) | LOT # | AREA (Sqft) | AREA (AC) |
| 1 | 2,876.11 | 0.07 | 32 | 1,900.34 | 0.04 | 1 | 32,760.50 | 0.75 | 1 | 2,754.39 | 0.06 | 32 | 1,720.52 | 0.04 | 65 | 1,628.75 | 0.04 |
| 2 | 2,120.94 | 0.05 | 33 | 1,890.68 | 0.04 | BLOCK 3 | | | 2 | 1,602.98 | 0.04 | 33 | 1,720.55 | 0.04 | 66 | 1,625.81 | 0.04 |
| 3 | 2,125.21 | 0.05 | 34 | 1,881.73 | 0.04 | LOT # | AREA (Sqft) | AREA (AC) | 3 | 1,615.36 | 0.04 | 34 | 1,720.58 | 0.04 | 67 | 1,622.88 | 0.04 |
| 4 | 2,128.72 | 0.05 | 35 | 1,873.50 | 0.04 | 1 | 2,170.95 | 0.05 | 4 | 1,627.03 | 0.04 | 35 | 2,324.97 | 0.05 | 68 | 1,619.94 | 0.04 |
| 5 | 2,131.45 | 0.05 | 36 | 1,865.98 | 0.04 | 2 | 1,611.50 | 0.04 | 5 | 1,638.00 | 0.04 | 36 | 2,367.92 | 0.05 | 69 | 1,624.10 | 0.04 |
| 6 | 2,133.41 | 0.05 | 37 | 1,859.19 | 0.04 | 3 | 1,611.50 | 0.04 | 6 | 1,648.26 | 0.04 | 37 | 1,714.95 | 0.04 | 70 | 2,349.20 | 0.05 |
| 7 | 2,134.60 | 0.05 | 38 | 1,853.11 | 0.04 | 4 | 1,611.50 | 0.04 | 7 | 1,657.81 | 0.04 | 38 | 1,712.01 | 0.04 | BLOCK 5 | | |
| 8 | 2,135.03 | 0.05 | 39 | 1,847.75 | 0.04 | 5 | 1,611.50 | 0.04 | 8 | 1,666.66 | 0.04 | 39 | 1,709.08 | 0.04 | LOT # | AREA (Sqft) | AREA (AC) |
| 9 | 2,134.68 | 0.05 | 40 | 1,843.11 | 0.04 | 6 | 1,611.50 | 0.04 | 9 | 1,674.80 | 0.04 | 40 | 1,706.14 | 0.04 | 1 | 2,106.37 | 0.05 |
| 10 | 2,133.56 | 0.05 | 41 | 1,839.18 | 0.04 | 7 | 2,195.53 | 0.05 | 10 | 2,066.57 | 0.05 | 41 | 1,703.21 | 0.04 | | | |
| 11 | 2,131.66 | 0.05 | 42 | 1,835.98 | 0.04 | 8 | 2,278.49 | 0.05 | 11 | 2,078.16 | 0.05 | 42 | 1,700.27 | 0.04 | | | |
| 12 | 2,129.00 | 0.05 | 43 | 1,833.49 | 0.04 | 9 | 2,033.11 | 0.05 | 12 | 1,698.71 | 0.04 | 43 | 1,697.34 | 0.04 | | | |
| 13 | 2,125.57 | 0.05 | 44 | 1,831.71 | 0.04 | 10 | 1,985.53 | 0.05 | 13 | 1,703.56 | 0.04 | 44 | 1,694.40 | 0.04 | | | |
| 14 | 2,121.37 | 0.05 | 45 | 2,246.64 | 0.05 | 11 | 1,942.64 | 0.04 | 14 | 1,707.69 | 0.04 | 45 | 1,691.46 | 0.04 | | | |
| 15 | 2,596.62 | 0.06 | 46 | 2,246.38 | 0.05 | 12 | 1,904.45 | 0.04 | 15 | 1,711.13 | 0.04 | 46 | 1,688.53 | 0.04 | | | |
| 16 | 2,587.70 | 0.06 | 47 | 1,831.11 | 0.04 | 13 | 1,949.55 | 0.04 | 16 | 1,713.86 | 0.04 | 47 | 2,068.33 | 0.05 | | | |
| 17 | 2,100.92 | 0.05 | 48 | 1,816.23 | 0.04 | 14 | 2,001.50 | 0.05 | 17 | 1,715.88 | 0.04 | 48 | 2,063.08 | 0.05 | | | |
| 18 | 2,093.28 | 0.05 | 49 | 1,826.96 | 0.04 | 15 | 1,815.42 | 0.04 | 18 | 1,717.20 | 0.04 | 49 | 1,677.72 | 0.04 | | | |
| 19 | 2,084.87 | 0.05 | 50 | 1,826.80 | 0.04 | 16 | 1,914.27 | 0.04 | 19 | 1,717.82 | 0.04 | 50 | 1,674.78 | 0.04 | | | |
| 20 | 2,075.70 | 0.05 | 51 | 1,826.64 | 0.04 | 17 | 2,202.74 | 0.05 | 20 | 1,717.73 | 0.04 | 51 | 1,671.85 | 0.04 | | | |
| 21 | 2,065.75 | 0.05 | 52 | 1,826.49 | 0.04 | 18 | 2,331.77 | 0.05 | 21 | 1,716.94 | 0.04 | 52 | 1,668.91 | 0.04 | | | |
| 22 | 2,056.58 | 0.05 | 53 | 1,826.33 | 0.04 | 19 | 1,715.18 | 0.04 | 22 | 1,730.32 | 0.04 | 53 | 1,665.98 | 0.04 | | | |
| 23 | 2,711.13 | 0.06 | 54 | 1,826.17 | 0.04 | 20 | 1,725.03 | 0.04 | 23 | 2,111.24 | 0.05 | 54 | 1,663.04 | 0.04 | | | |
| 24 | 2,036.05 | 0.05 | 55 | 1,826.01 | 0.04 | 21 | 1,725.64 | 0.04 | 24 | 2,111.29 | 0.05 | 55 | 1,660.11 | 0.04 | | | |
| 25 | 1,993.77 | 0.05 | 56 | 1,825.85 | 0.04 | 22 | 1,853.73 | 0.04 | 25 | 1,720.31 | 0.04 | 56 | 1,657.17 | 0.04 | | | |
| 26 | 1,980.02 | 0.05 | 57 | 1,825.69 | 0.04 | 23 | 1,716.34 | 0.04 | 26 | 1,720.34 | 0.04 | 57 | 1,654.24 | 0.04 | | | |
| 27 | 1,965.72 | 0.05 | 58 | 2,240.40 | 0.05 | 24 | 1,727.50 | 0.04 | 27 | 1,720.37 | 0.04 | 58 | 1,651.30 | 0.04 | | | |
| 28 | 1,952.13 | 0.04 | 59 | 2,240.16 | 0.05 | 25 | 1,900.20 | 0.04 | 28 | 1,720.40 | 0.04 | 59 | 1,648.37 | 0.04 | | | |
| 29 | 1,939.26 | 0.04 | 60 | 1,825.14 | 0.04 | 26 | 1,789.37 | 0.04 | 29 | 1,720.43 | 0.04 | 60 | 2,019.03 | 0.05 | | | |
| 30 | 2,363.48 | 0.05 | 61 | 1,824.98 | 0.04 | 27 | 2,245.38 | 0.05 | 30 | 1,720.46 | 0.04 | 61 | 2,013.79 | 0.05 | | | |
| 31 | 2,346.51 | 0.05 | 62 | 1,824.82 | 0.04 | | | | 31 | 1,720.49 | 0.04 | 62 | 1,637.56 | 0.04 | | | |
| | | | 63 | 1,824.66 | 0.04 | | | | | | | 63 | 1,634.62 | 0.04 | | | |
| | | | | | | | | | | | | 64 | 1,631.69 | 0.04 | | | |




2 - VICINITY MAP
SCALE: 1" = 2000'
NORTH

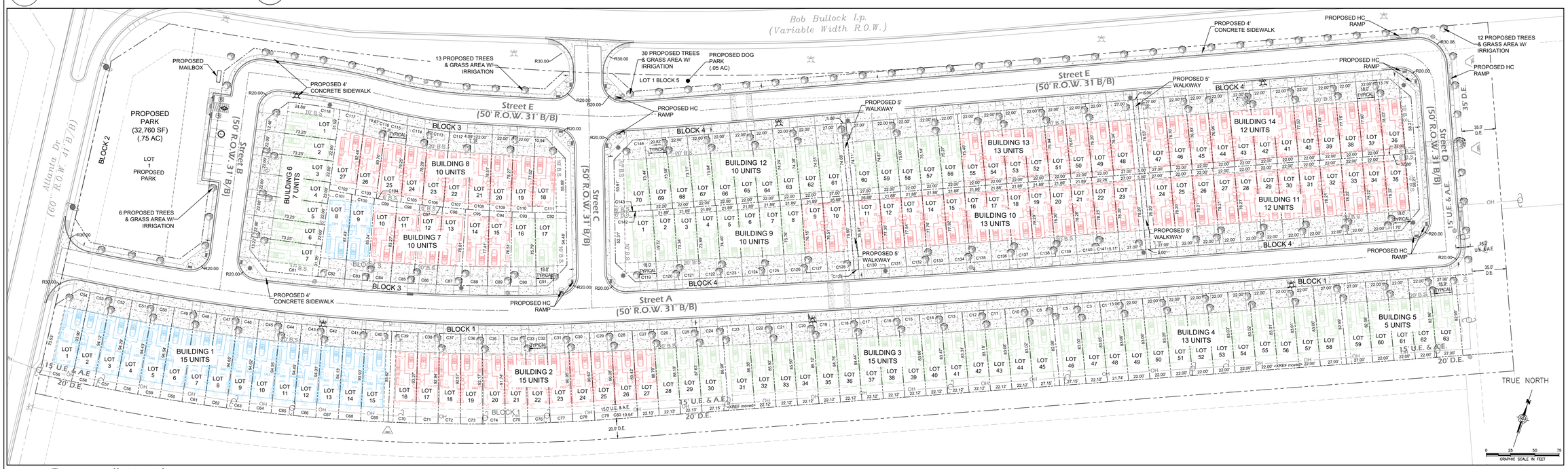
PARKING SPACES COUNT

| | |
|---|---|
| REGULAR | 7 |
| HANDICAP | 2 |
| TOTAL: | 9 |

| | Units |
|---|---|
| Building 1 | 15 |
| Building 2 | 15 |
| Building 3 | 15 |
| Building 4 | 13 |
| Building 5 | 5 |
| Building 6 | 7 |
| Building 7 | 10 |
| Building 8 | 10 |
| Building 9 | 10 |
| Building 10 | 13 |
| Building 11 | 12 |
| Building 12 | 10 |
| Building 13 | 13 |
| Building 14 | 12 |
| Total | 160 |

*LEGEND*

- EXISTING PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY CENTER LINE
- EXISTING PROPERTY LOT LINE
- EXISTING BUILDING SETBACK LINE
- EXISTING UTILITY EASEMENT LINE
- EXISTING DRAINAGE EASEMENT LINE
- PROPOSED PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY CENTERLINE
- PROPOSED PROPERTY LOT LINE
- PROPOSED UTILITY EASEMENT LINE
- PROPOSED BUILDING SETBACK LINE
- OH — EXISTING OVER HEAD LINE
- D.E. — UTILITY DRAINAGE EASEMENT DESIGNATION
- U.E. — UTILITY EASEMENT DESIGNATION
- U.A.E. — UTILITY & ACCESS EASEMENT DESIGNATION
- B.S. — BUILDING SETBACK DESIGNATION
- EXISTING SANITARY SEWER
- EXISTING FIREHYDRANT
- PROPOSED FIREHYDRANT
- PROPOSED SANITARY SEWER
- EXISTING POWER/LIGHT POLE
- EXISTING POWER POLE




1 --- Overall Site Plan
SCALE: 1" = 50'


Ariva Ltd.
4016 Hillside Rd.
Laredo, Tx 78041


STATE OF TEXAS — OSCAR CASTILLO — 95620 — LICENSED PROFESSIONAL ENGINEER — 09/30/2025

FOR REVIEW ONLY

| DESIGN BY: | DRAWN BY: | CHECKED BY: |
|---|---|---|
| O.Castillo | O.Ramirez | O.Castillo |

| # | DATE | DESCRIPTION |
|---|---|---|
| 1. | 11/19/2024 | FOR SITE APPROVAL |
| 2. | 05/30/2025 | FOR SITE APPROVAL |
| 3. | 06/30/2025 | FOR SITE APPROVAL |
| 4. | 07/08/2025 | FOR SITE APPROVAL |

ISSUED:


peula consulting llc
Registration Number F-14954
8218 Casa Verde Rd., Ste. 1001
Laredo, Texas 78041
Tel: (956) 568-4006


BRIDGE CROSSING THE VILLAS (PUD)

PUD Site Plan & Landscaping Plan

SHEET NO.: 1.20

JOB NO.: 2024.016

peua consulting llc

REGISTRATION NUMBER F-14954
8218 Casa Verde Rd., Suite 1001
Laredo, TX 78041
Phone: (956) 568-4006

June 4, 2025

City of Laredo Planning and Zoning
Attention: Ms. Vanessa Guerra, AICP, Planning Director
1413 Houston St.
Laredo, Texas 78040

**Re: Bridge Crossing, The Villas (Construction Sequence)**

Dear Ms. Guerra,

Peua Consulting on behalf of Ariva LTD. is respectfully submitting the projected Construction Sequence for this project:

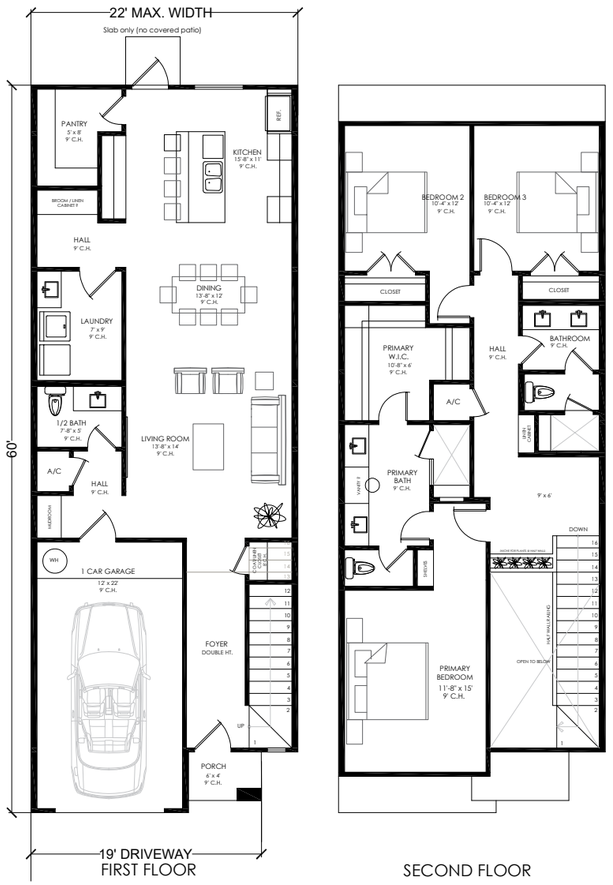
- Buildings 1, 2 and 3 on Block 1; 8 months
- Buildings 4, and 5 Block 4; 6, and 7 on Block 3; 8 months
- Buildings 8 Block 3; 9, 10 and 11 on Block 4; 8 months
- Buildings 12, 13 and 14 on Block 4; 8 months

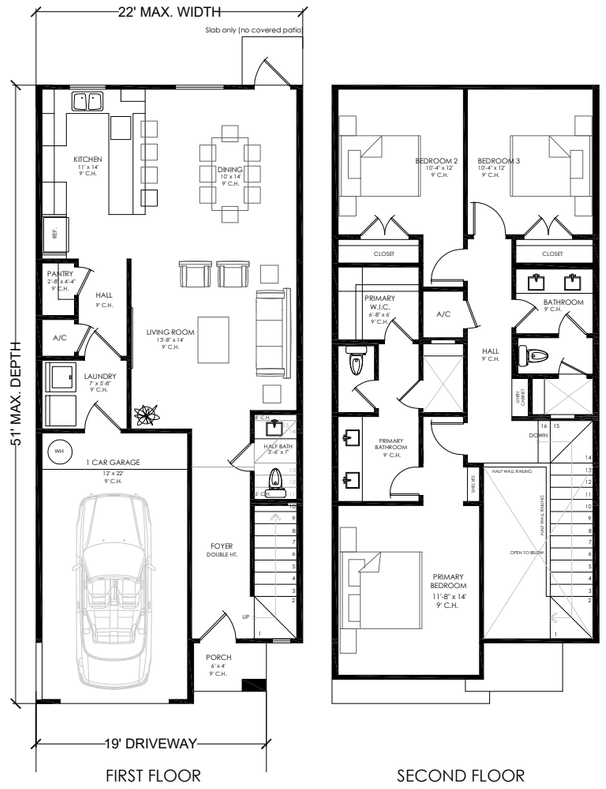
The project is projected to be finalized within 2 years and 8 months after permitting.

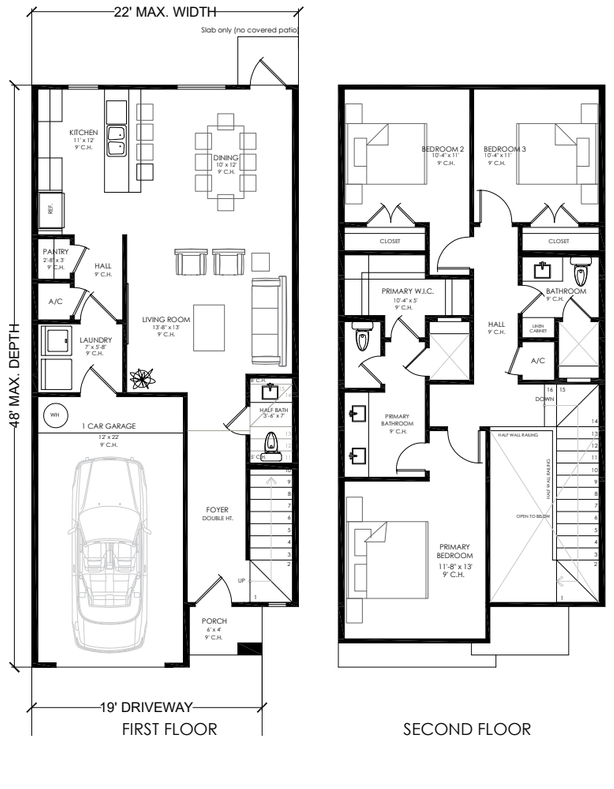
Sincerely,

Oscar Castillo P.E.

Peua Consulting LLC




**SYDNEY PLAN**
3 bed/ 2.5 bath

FIRST FLOOR = 994 S.F.
SECOND FLOOR = 1,039 S.F.

**LIVING S.F. = 2,033 S.F.**

PORCH = 24 S.F.
GARAGE = 281 S.F.
PATIO = N/A

EXT. S.F. = 305 S.F.

**TOTAL S.F. = 2,338 S.F.**

FRONT ELEVATION
SYDNEY

**MANHATTAN PLAN**
3 bed/ 2.5 bath

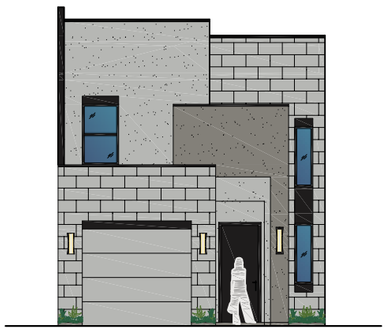
FIRST FLOOR = 796 S.F.
SECOND FLOOR = 922 S.F.

**LIVING S.F. = 1,718 S.F.**

PORCH = 24 S.F.
GARAGE = 281 S.F.
PATIO = N/A

EXT. S.F. = 305 S.F.

**TOTAL S.F. = 2,023 S.F.**



FRONT ELEVATION
MANHATTAN

**RIALTO PLAN**
3 bed/ 2.5 bath

FIRST FLOOR = 730 S.F.
SECOND FLOOR = 860 S.F.

**LIVING S.F. = 1,590 S.F.**

PORCH = 24 S.F.
GARAGE = 281 S.F.
PATIO = N/A

EXT. S.F. = 305 S.F.

**TOTAL S.F. = 1,895 S.F.**

FRONT ELEVATION
RIALTO

ARIVA HOMES

OWNER: ARIVA HOMES LAREDO

PROJECT: BRIDGE CROSSING The Villas

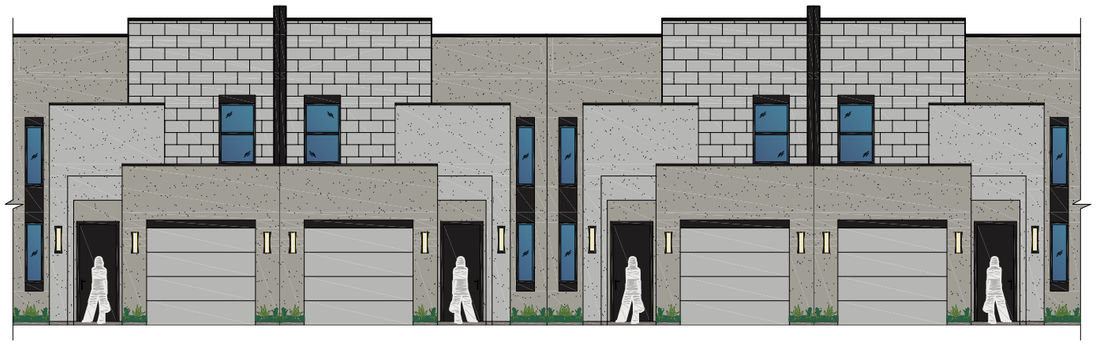
# MODELS
FLOOR PLAN & ELEVATION

| | |
|---|---|
| DRAWN : | |
| DATE : | 02.04.25 |
| CHECKED : | |

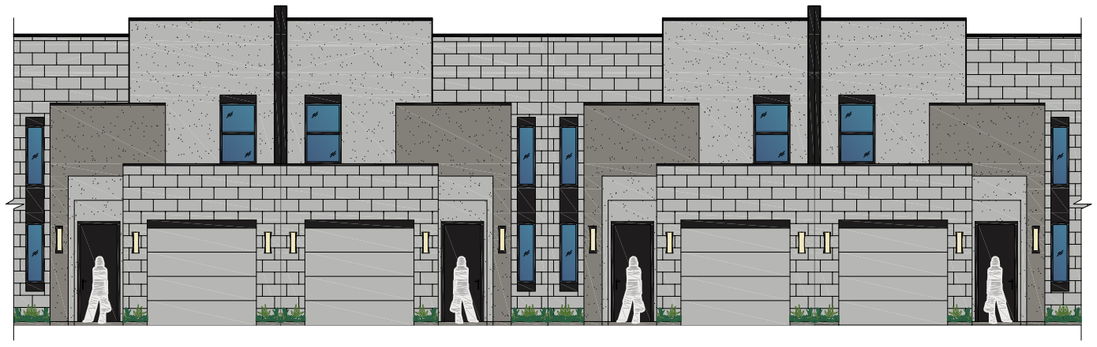
PROJECT
**BRIDGE CROSSING THE VILLAS**

SHEET
MODELS
FLOOR PLAN & ELEVATION

2 OF 3 SHEETS



SYDNEY



MANHATTAN

RIALTO

ARIVA HOMES

OWNER: ARIVA HOMES
L A R E D O

PROJECT: BRIDGE CROSSING
The Villas

# BUILDING ELEVATIONS

| | |
|---|---|
| DRAWN : | |
| DATE : | 02.04.25 |
| CHECKED : | |

PROJECT

**BRIDGE CROSSING THE VILLAS**

SHEET

BUILDING ELEVATIONS

3 OF 3 SHEETS

# TRAFFIC IMPACT ANALYSIS

## Ariva Bridge Crossing Townhomes

Bob Bullock Loop and Atlanta Drive

Laredo, Texas

**Prepared for:** Peua Consulting, LLC
600 San Bernardo, Suite 902
Laredo, Texas 78040

**Prepared by:** AC Group, LLC
15531 Grey Fox Terrace
San Antonio, Texas 78255

**June 2, 2025**
**Project No. 2025004400**

STATE OF TEXAS
RENE ARREDONDO
91678
LICENSED
PROFESSIONAL ENGINEER

6/2/25

**Texas TBPE Firm No. F-11727**

AC GROUP LLC
Traffic Data Surveyors

# TRAFFIC IMPACT ANALYSIS

**Ariva Bridge Crossing Townhomes**
**Bob Bullock Loop and Atlanta Drive**
**Laredo, Texas**

**June 2025**
**Version 1**

**Prepared by:**

**AC Group, LLC**
**15331 Grey Fox Terrace**
**San Antonio, Texas 78255**
**(210) 535-3558**
**TBPE Firm Registration No. F-11727**

## EXECUTIVE SUMMARY

***Project Description***

As per the requirements of the City of Laredo plan review, a Traffic Impact Analysis (TIA) has been prepared on behalf of Peua Consulting, LLC for the proposed Ariva Bridge Crossing Townhomes to be located along the eastbound Bob Bullock Loop frontage road, between Atlanta Drive and Mines Road, in Laredo, Texas. The proposed Townhome (ITE Code: 220) development will have as many as 162 residential units and would be projected to generate as many as 65 morning peak hour trips and 83 evening peak hour trips. Completion of the proposed residential development is anticipated for 2027.

***Access Driveways***

Access to the proposed Ariva Bridge Crossing Townhomes will include two access intersections, one right-in/right-out access intersection along the eastbound Bob Bullock Loop and one full-access intersection along Atlanta Drive. The access intersection along the eastbound Bob Bullock Loop is to be located approximately 450' east of Atlanta Drive. The access intersection along Atlanta Drive is to be located approximately 270' south of the eastbound Bob Bullock Loop frontage road.

***Traffic Impact Analysis***

Based on trip generation and distribution projections for the proposed Ariva Bridge Crossing Townhomes, which is to be located along the eastbound Bob Bullock Loop frontage road between Atlanta Drive and Mines Road, the proposed residential subdivision would not be anticipated to have a detrimental operational impact on the surrounding roadway system, specifically Bob Bullock Loop and Atlanta Drive.

***Turn Lane Analysis***

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. The eastbound Bob Bullock Loop frontage road has a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements along the eastbound Bob Bullock Loop. Neither of the proposed access intersections were projected to exceed the turn volume threshold requiring the installation of turn lanes.

# TRAFFIC IMPACT ANALYSIS
## Ariva Bridge Crossing Townhomes
## Bob Bullock Loop and Atlanta Drive

## PROJECT SCOPE

As per the requirements of the City of Laredo plan review, a Traffic Impact Analysis (TIA) has been prepared on behalf of Peua Consulting, LLC for the proposed Ariva Bridge Crossing Townhomes to be located along the eastbound Bob Bullock Loop frontage road, between Atlanta Drive and Mines Road, in Laredo, Texas. The proposed Townhome (ITE Code: 220) development will have as many as 162 residential units and would be projected to generate as many as 65 morning peak hour trips and 83 evening peak hour trips. Completion of the proposed residential development is anticipated for 2027. Figure 1 below shows a location map of the proposed Ariva Bridge Crossing Townhomes.

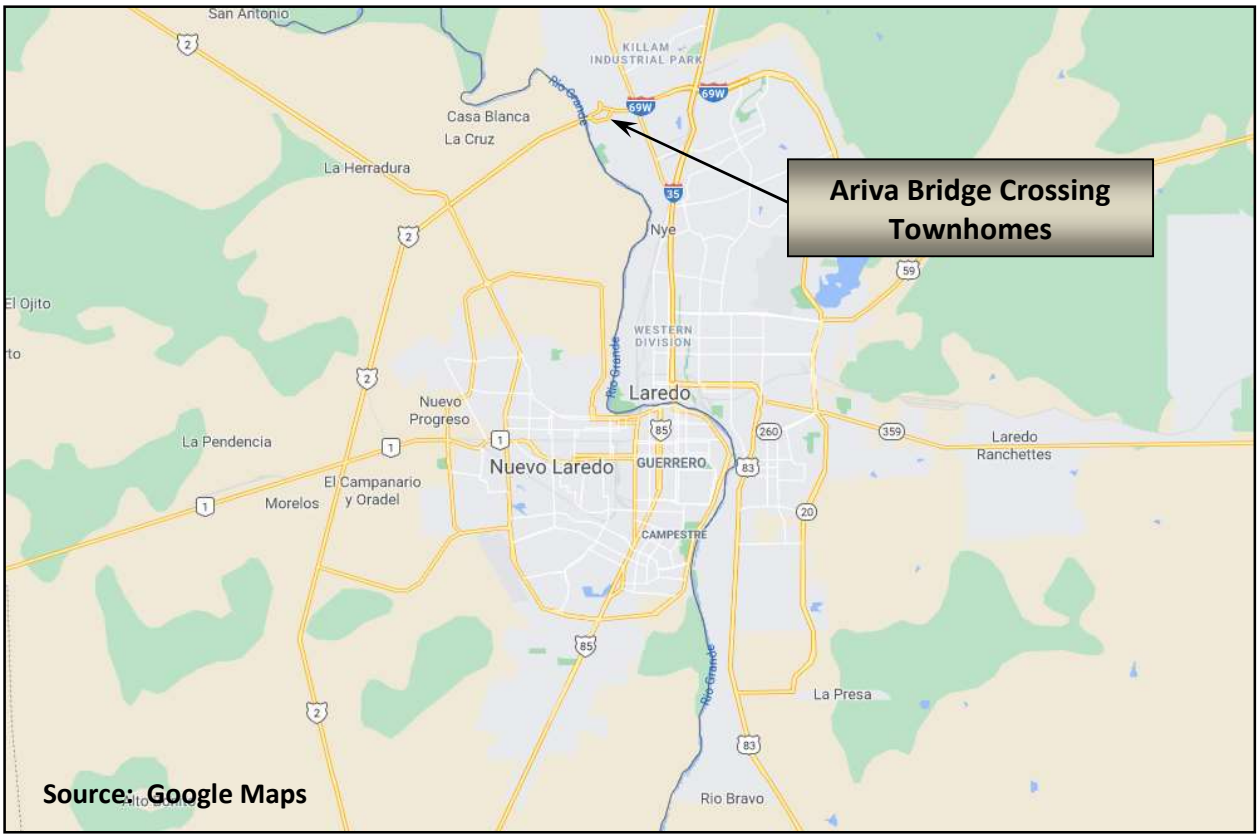



**Figure 1. Location Map for the Proposed Ariva Bridge Crossing Townhomes**

Access to the proposed Ariva Bridge Crossing Townhomes will include two access intersections, one right-in/right-out access intersection along the eastbound Bob Bullock Loop and one full-access intersection along Atlanta Drive. The access intersection along the eastbound Bob Bullock Loop is to be located approximately 450' east of Atlanta Drive. The access intersection along Atlanta Drive is to be located approximately 270' south of the eastbound Bob Bullock Loop frontage road. Figure 2 below shows an aerial location map of the proposed townhome residential subdivision and Figure 3 shows the site layout of the proposed townhome residential subdivision.

**Figure 2. Aerial Location Map of the Proposed Ariva Bridge Crossing Townhomes**

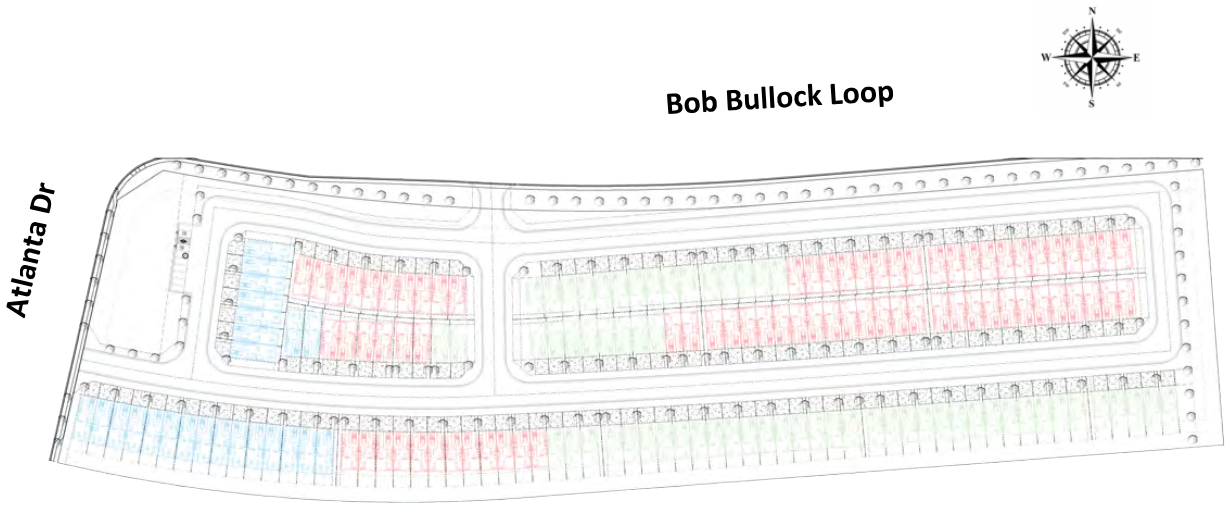



**Figure 3. Site Plan for the Proposed Ariva Bridge Crossing Townhomes**

## STUDY AREA

The study area for this traffic impact analysis includes the two proposed access intersections along the eastbound Bob Bullock Loop and Atlanta Drive. The proposed townhome residential subdivision will be located between along the eastbound Bob Bullock Loop between Atlanta Drive and Mines Road in north Laredo, Texas, as shown in Figure 4 below.

**Figure 4. Study Intersections for the Proposed Ariva Bridge Crossing Townhomes**

## CITY OF LAREDO ZONING

The proposed townhome residential subdivision is zoned General Business District (B-3), as shown in Figure 5 below. The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan for the City of Laredo. The site has a legal description of VILLAS SAN AGUSTIN, BLOCK 2, LOT 1, UNIT 1. The areas surrounding the proposed development include Single Family Reduced Area District (R-1A) to the west along Atlanta Drive and Multi-Family District (R-2) south of the proposed Townhome residential subdivision, as shown in Figure 5 below. Properties along Ejido Avenue also include Community Business District (B-3).

**Figure 5. City of Laredo Zoning near the Proposed Ariva Bridge Crossing Townhomes**

## EXISTING ROADWAYS

***Bob Bullock Loop (Loop 20) Eastbound Frontage Road,*** adjacent to the Ariva Bridge Crossing Townhomes, is a curbed, 43' wide paved roadway with two 12' lanes, a 15' outside shoulder, and a 4' inside shoulder. Bob Bullock Loop is classified as a Freeway on the City of Laredo Future Thoroughfare Plan (2023). The Bob Bullock Loop eastbound frontage road has a posted speed limit of 45 miles per hour. Pavement conditions are good with no observed pavement failure and visible pavement markings. The eastbound Bob Bullock Loop frontage road has sidewalks on outside of the roadway and no bicycle lanes adjacent to the proposed residential development. Figure 6 below shows the eastbound Bob Bullock Loop frontage road, east of Atlanta Drive, and adjacent to the proposed residential development.

**Figure 6. Bob Bullock Loop Eastbound Frontage Road – Adjacent to Proposed Development**

***Atlanta Drive***, between Fasken Boulevard and Bob Bullock Loop, is a curbed, 38' wide paved roadway with one 12' lane in each direction, a 14' continuous two-way, left-turn lane (CTWLTL), and no shoulders. Atlanta Drive is classified as a Collector Roadway on the City of Laredo Future Thoroughfare Plan (2023) and has a 30 mile per hour posted speed limit. Pavement conditions are good with no observed pavement failure and visible pavement markings. Atlanta Drive has 4' sidewalks on both sides of the roadway and no bicycle lanes. Figure 7 below shows Atlanta Drive south of Bob Bullock Loop.

**Figure 7. Atlanta Drive – Facing North towards Bob Bullock Loop**

## EXISTING TRAFFIC DATA

The Texas Department of Transportation (TxDOT) Traffic Count Database System (TCDS) shows that Mines Road, south of Bob Bullock Loop had an average daily traffic (ADT) volume of 26,142 vehicles per day in 2020 and 28,634 vehicles per day in 2022. The TxDOT TCDS traffic data sheets are included in Appendix D.

## BACKGROUND TRAFFIC

An annual average growth rate (AAGR) was calculated at **4.50%** per year based on historical average daily traffic (ADT) counts available on the Texas Department of Transportation (TxDOT) Traffic Count Database System (TCDS) for 2020 and 2022. Historical average daily traffic data was available for Mines Road, south of Bob Bullock Loop. This rate represents the annual average growth rate (AAGR) for the area surrounding in the vicinity of the proposed development. The table below illustrates ADT data Mines Road, south of Bob Bullock Loop and near the proposed development.

**Table 1. Annual Average Growth Rate for Mines Road, South of Bob Bullock Loop**

| Location | Year | ADT | Rate of Growth | Proposed AAGR (%) |
|---|---|---|---|---|
| | 2020 | 26,142 | - | |
| **Mines Rd** | 2022 | 28,634 | 0.046578 | 4.50% |

## PROJECTED TRAFFIC DATA

Projected traffic volume data may be calculated for a 2027 project built-out using a 4.50% annual average growth rate (AAGR), as determined in the previous section. The 2027 projected average daily traffic (ADT) volume for Mines Road, south of Bob Bullock Loop, was calculated as 35,683 vehicles per day.

## TRIP GENERATION

Using the Eleventh Edition of the ITE *TRIP GENERATION MANUAL* reference, the proposed Ariva Bridge Crossing Townhomes will generate trips based on a the total number of Multi-Family Housing (ITE Code: 220) units within the proposed subdivision. The proposed Ariva Bob Bullock Townhome Subdivision will have as many as 162 townhome dwelling units. Table 2 below shows the projected trip generation calculations for the proposed Ariva Bridge Crossing Townhomes.

The ITE Trip Generation Manual describes a **Multifamily Housing (Low-Rise) (ITE Code: 220)** as housing that includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

**Table 2. Trip Generation for the Proposed Ariva Bridge Crossing Townhomes**

| TRIP GENERATION | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **ITE Code** | **Weekday 24 Hour** | | **Weekday AM Peak** | | **Weekday PM Peak** | | **Saturday 24 Hour** | | **Saturday Peak Hour** | |
| **220** | **Multi-Family Housing** | | | | | | | | | |
| **Rate / DU** | 6.74 | | 0.40 | | 0.51 | | 4.55 | | 0.41 | |
| **Dwelling Unit** | 162 | | 162 | | 162 | | 162 | | 162 | |
| **Trips** | 1,092 | | 65 | | 83 | | 737 | | 66 | |
| **% Enter/Exit** | 50% | 50% | 24% | 76% | 63% | 37% | 50% | 50% | 50% | 50% |
| **# Enter/Exit** | 546 | 546 | 16 | 49 | 52 | 31 | 368 | 369 | 33 | 33 |

Source: *ITE Trip Generation Manual, Eleventh Edition*

## TRIP DISTRIBUTION

Trip distribution for the proposed Ariva Bridge Crossing Townhomes was based on the surrounding roadway system and anticipated routes to and from the surrounding major roadway system, specifically along Mines Road and Bob Bullock Loop. Trip distribution for the proposed Ariva Bridge Crossing Townhomes was forecasted as 20% from areas north of the proposed development along Mines Road, 40% from areas south of the proposed development along Mines Road, and 20% from the areas east of the proposed development along Bob Bullock Loop. Table 3 below shows the projected trip distribution for the proposed Ariva Bridge Crossing Townhomes.

**Table 3. Trip Distribution for the Proposed Ariva Bridge Crossing Townhomes**

| TRIP DISTRIBUTION | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Weekday AM Peak | | | | Weekday PM Peak | | | |
| Enter | NB Mines Rd | SB Mines Rd | WB Loop 20 | | NB Mines Rd | SB Mines Rd | WB Loop 20 | |
| | 40% | 20% | 40% | | 40% | 20% | 40% | |
| | 6 | 4 | 6 | | 21 | 10 | 21 | |
| | 16 | | | | 52 | | | |
| Exit | NB Mines Rd | SB Mines Rd | EB Loop 20 | | NB Mines Rd | SB Mines Rd | EB Loop 20 | |
| | 20% | 40% | 40% | | 20% | 40% | 40% | |
| | 9 | 20 | 20 | | 7 | 12 | 12 | |
| | 49 | | | | 31 | | | |

## DRIVEWAY ACCESS

Access to the proposed Ariva Bridge Crossing Townhomes will include two access intersections, one right-in/right-out access intersection along the eastbound Bob Bullock Loop and one full-access intersection along Atlanta Drive. The access intersection along the eastbound Bob Bullock Loop is to be located approximately 450' east of Atlanta Drive. The access intersection along Atlanta Drive is to be located approximately 270' south of the eastbound Bob Bullock Loop frontage road. Figure 8 below shows the two proposed access intersections for the proposed Ariva Bridge Crossing Townhomes.

**Figure 8. Driveway Access for Proposed Ariva Bridge Crossing Townhomes**

## TURN LANE ANALYSIS

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. The eastbound Bob Bullock Loop frontage road has a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements along the eastbound Bob Bullock Loop.

Access No. 1 along the eastbound Bob Bullock Loop frontage road has a projected eastbound right-turn volume of 6 vehicles per hour during the morning weekday peak hour and 21 vehicles per hour during the evening weekday peak hour**.** The installation of an eastbound right-turn lane along Bob Bullock Loop at Access No. 1 would not be required.

Access No. 2 along Atlanta Drive has a projected northbound right-turn volume of 6 vehicles per hour during the morning weekday peak hour and 21 vehicles per hour during the evening weekday peak hour**.** The installation of a northbound right-turn lane along Atlanta Drive at Access No. 2 would not be required.

Access No. 2 also has a projected southbound left-turn volume of 4 vehicles per hour during the morning weekday peak hour and 10 vehicles per hour during the evening weekday peak hour**.** The installation of a southbound left-turn lane along Atlanta Drive at Access No. 2 would not be required.

## CONCLUSION

Based on trip generation and distribution projections for the proposed Ariva Bridge Crossing Townhomes, which is to be located along the eastbound Bob Bullock Loop frontage road between Atlanta Drive and Mines Road, the proposed residential subdivision would not be anticipated to have a detrimental operational impact on the surrounding roadway system, specifically Bob Bullock Loop and Atlanta Drive.

***Turn Lane Analysis***

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. The eastbound Bob Bullock Loop frontage road has a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements along the eastbound Bob Bullock Loop. Neither of the proposed access intersections were projected to exceed the turn volume threshold requiring the installation of turn lanes.

**Prepared by:**

**Rene Arredondo, P.E., P.T.O.E.**

# APPENDIX INDEX

**Appendix A** **Site Layout - Exhibit A**

**Appendix B** **Aerial Photo – Exhibit B**

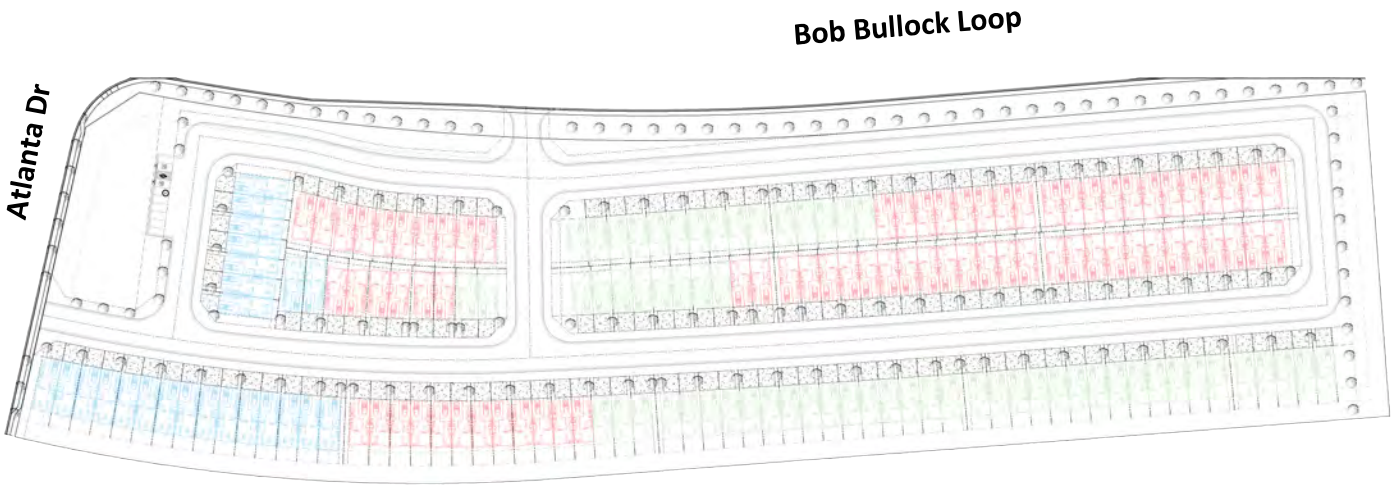
**Appendix C** **Trip Distribution Exhibits – Exhibits C and D**

**Appendix D** **Traffic Data Sheets**

SITE LAYOUT

EXHIBIT A

# APPENDIX A




# SITE LAYOUT

## ARIVA BRIDGE CROSSING TOWNHOMES

NORTH

**EXHIBIT A**

AC GROUP LLC
FIRM TBPE No. F-11727
15331 Gray Fox Terrace
San Antonio, Texas 78255
Office (210) 535-9569
Fax (210) 309-9680

AERIAL PHOTOGRAPH

EXHIBIT B

# APPENDIX B

AC GROUP LLC
FIRM TBPE No. F-11727
15331 Gray Fox Terrace
San Antonio, Texas 78255
Office (210) 535-1569
Fax (210) 509-9680

# AERIAL PHOTOGRAPH

## ARIVA BRIDGE CROSSING TOWNHOMES

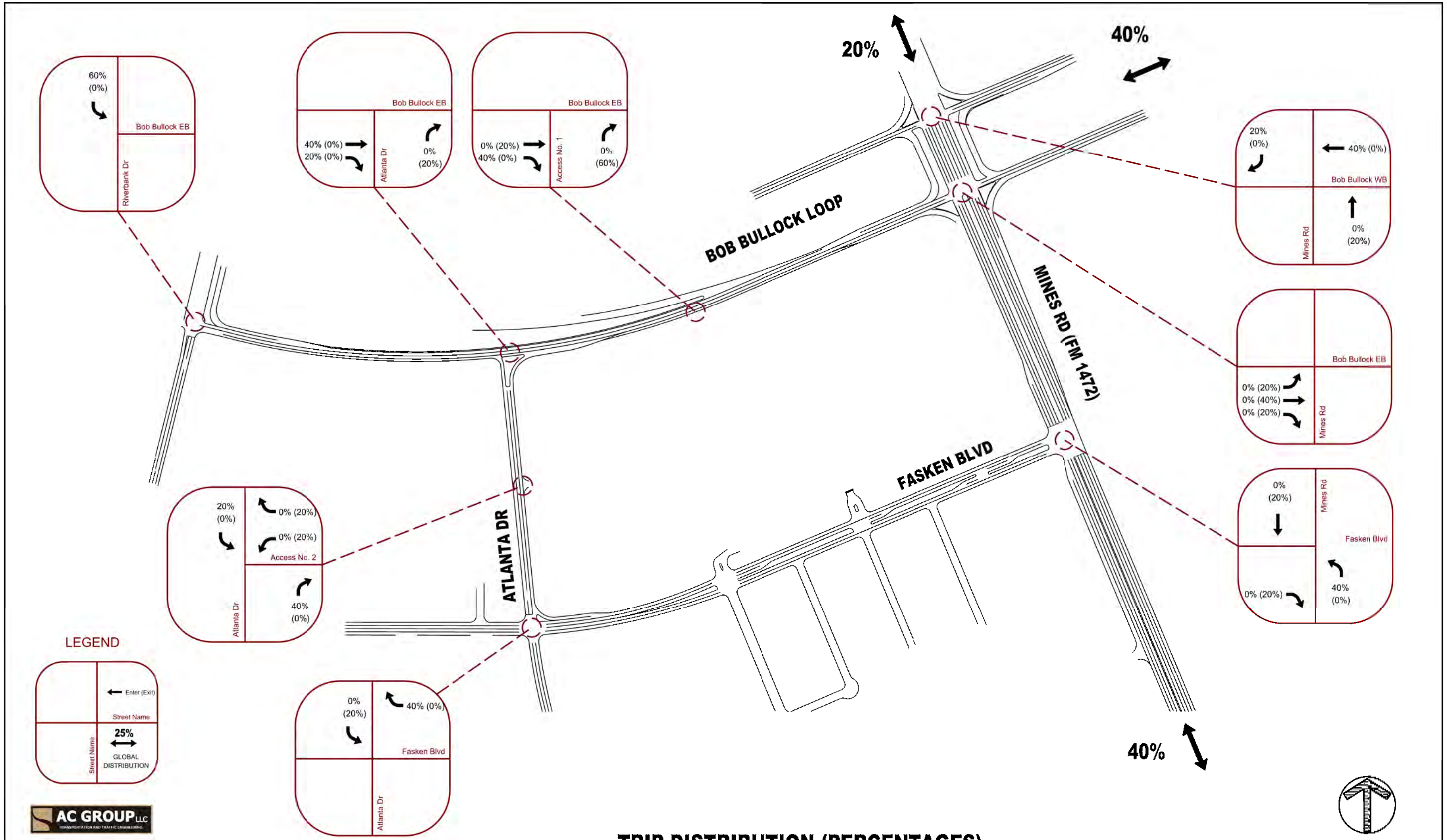
NORTH

**EXHIBIT B**

# TRIP DISTRIBUTION EXHIBITS

- Exhibit C – Trip Generation and Distribution Percentages
- Exhibit D – Trip Generation and Distribution Volumes

# APPENDIX C




AC GROUP LLC
TRANSPORTATION AND TRAFFIC ENGINEERING

FIRM TBPE No. F-11727

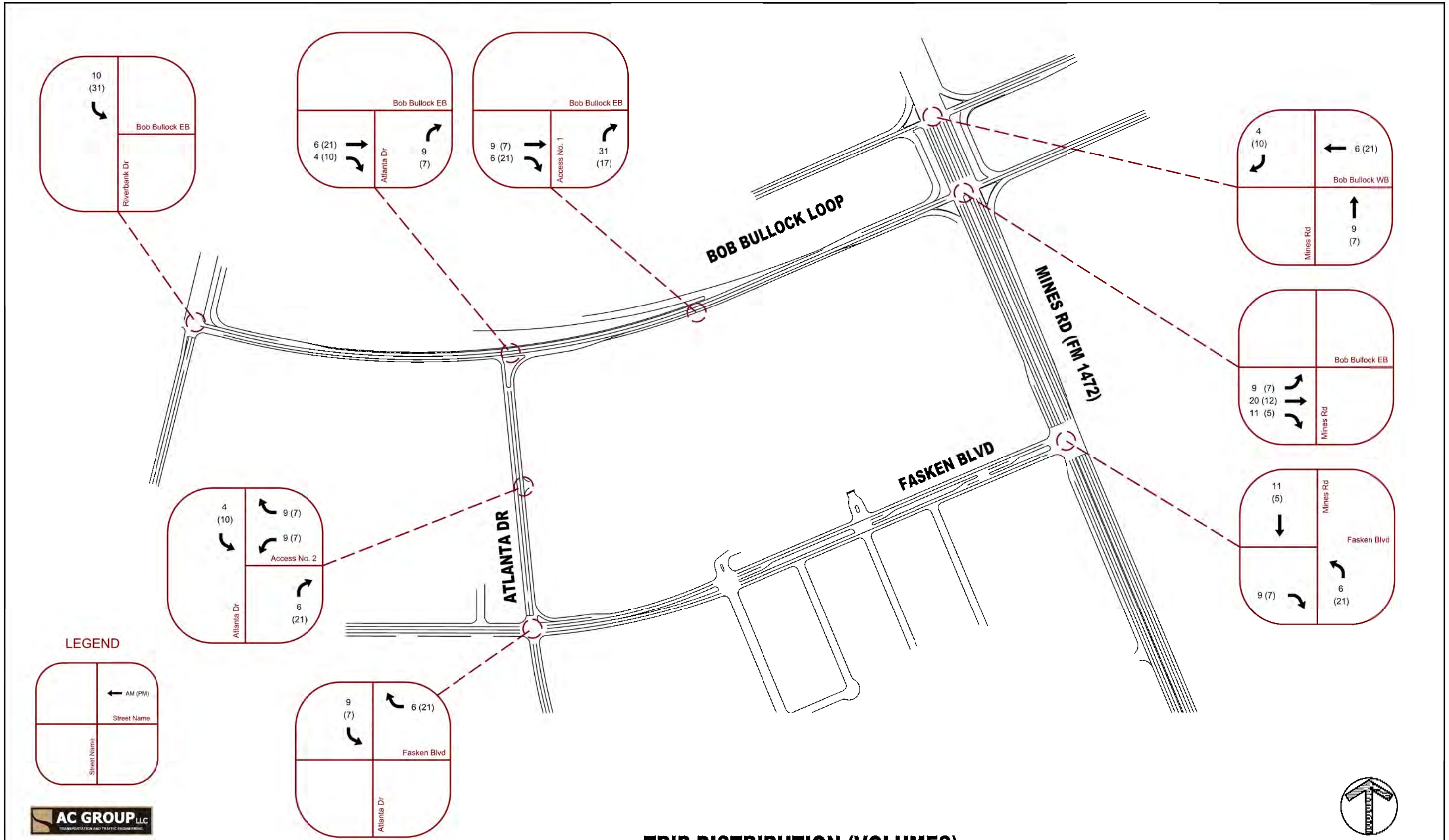
15331 Grey Fox Terrace
San Antonio, Texas 78255

Office: (210) 535-3558
Fax: (210) 509-9680

# TRIP DISTRIBUTION (PERCENTAGES)

## ARIVA BRIDGE CROSSING TOWNHOMES

**EXHIBIT C**




AC GROUP LLC
TRANSPORTATION AND TRAFFIC ENGINEERING

FIRM TBPE No. F-11727

15331 Grey Fox Terrace
San Antonio, Texas 78255

Office: (210) 535-3558
Fax: (210) 509-9680

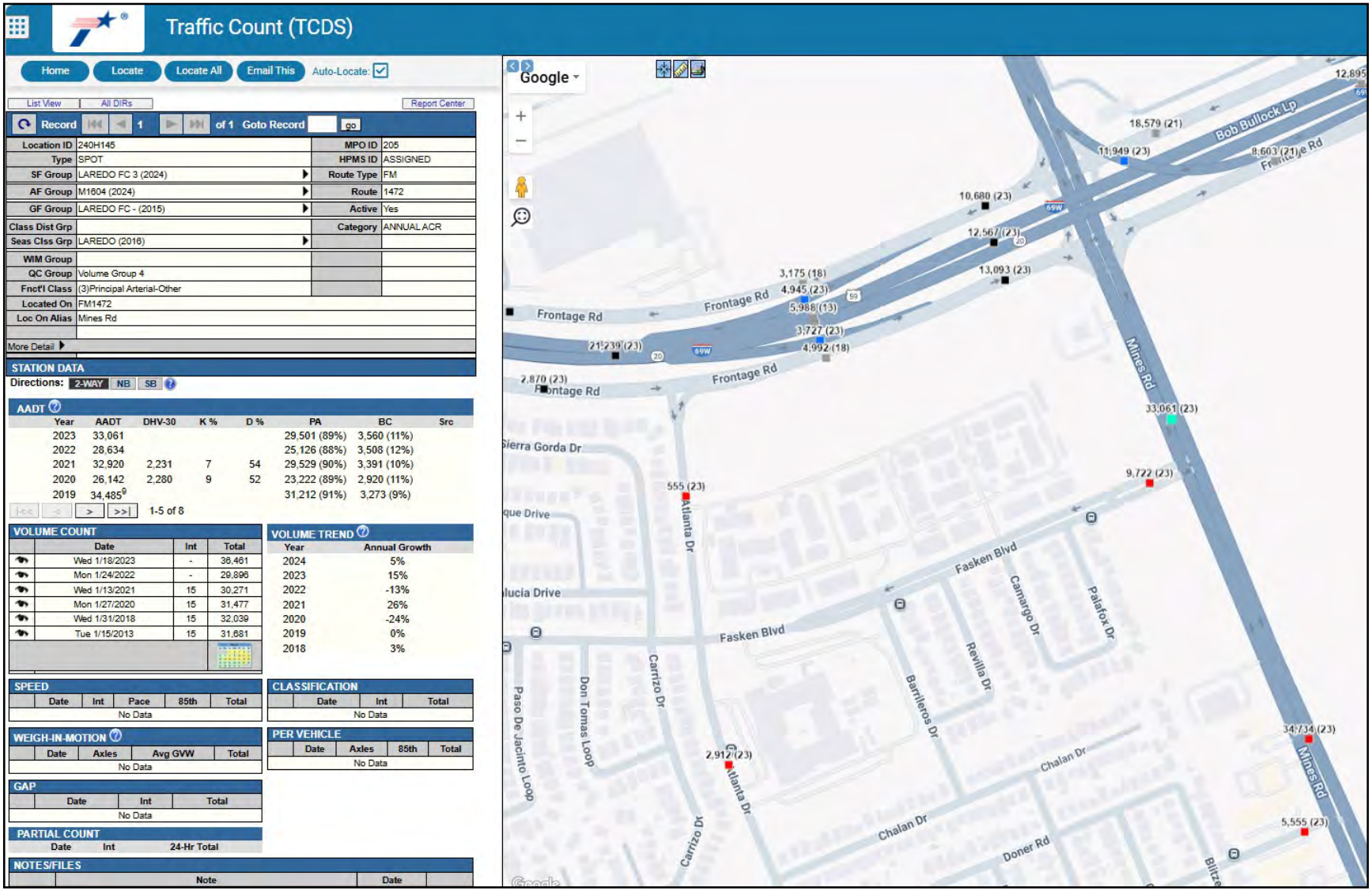
# TRIP DISTRIBUTION (VOLUMES)

## ARIVA BRIDGE CROSSING TOWNHOMES

**EXHIBIT D**

TRAFFIC DATA SHEETS

# APPENDIX D


Traffic Count (TCDS)
Home
Locate
Locate All
Email This
Auto-Locate:
List View
All DIRs
Report Center
Record 1 of 1 Goto Record go
Location ID 240H145
MPO ID 205
Type SPOT
HPMS ID ASSIGNED
SF Group LAREDO FC 3 (2024)
Route Type FM
AF Group M1604 (2024)
Route 1472
GF Group LAREDO FC - (2015)
Active Yes
Class Dist Grp
Category ANNUAL ACR
Seas Clss Grp LAREDO (2016)
WIM Group
QC Group Volume Group 4
Fnct'l Class (3)Principal Arterial-Other
Located On FM1472
Loc On Alias Mines Rd
More Detail
STATION DATA
Directions: 2-WAY NB SB
AADT
Year AADT DHV-30 K % D % PA BC Src
2023 33,061 29,501 (89%) 3,560 (11%)
2022 28,634 25,126 (88%) 3,508 (12%)
2021 32,920 2,231 7 54 29,529 (90%) 3,391 (10%)
2020 26,142 2,280 9 52 23,222 (89%) 2,920 (11%)
2019 34,485 9 31,212 (91%) 3,273 (9%)
1-5 of 8
VOLUME COUNT
Date Int Total
Wed 1/18/2023 - 36,461
Mon 1/24/2022 - 29,896
Wed 1/13/2021 15 30,271
Mon 1/27/2020 15 31,477
Wed 1/31/2018 15 32,039
Tue 1/15/2013 15 31,681
VOLUME TREND
Year Annual Growth
2024 5%
2023 15%
2022 -13%
2021 26%
2020 -24%
2019 0%
2018 3%
SPEED
Date Int Pace 85th Total
No Data
CLASSIFICATION
Date Int Total
No Data
WEIGH-IN-MOTION
Date Axles Avg GVW Total
No Data
PER VEHICLE
Date Axles 85th Total
No Data
GAP
Date Int Total
No Data
PARTIAL COUNT
Date Int 24-Hr Total
NOTES/FILES
Note Date
Google
18,579 (21)
11,949 (23)
10,680 (23)
12,567 (23)
13,093 (23)
3,175 (18)
4,945 (23)
5,988 (13)
3,727 (23)
4,992 (18)
21,239 (23)
2,870 (23)
Frontage Rd
Bob Bullock Lp
Mines Rd
33,061 (23)
9,722 (23)
555 (23)
Sierra Gorda Dr
Atlanta Dr
Fasken Blvd
Camargo Dr
Palafox Dr
Revilla Dr
Barrilleros Dr
Carrizo Dr
Don Tomas Loop
Paso De Jacinto Loop
2,912 (23)
34,734 (23)
Chalan Dr
Doner Rd
5,555 (23)

# Traffic Count (TCDS)

Home | Back | Login | Locate | Locate All

Auto-Locate ON

## Volume Count Report

| LOCATION INFO | |
|---|---|
| Location ID | 240H145 |
| Type | SPOT |
| Fnct'l Class | 3 |
| Located On | FM1472 |
| Loc On Alias | Mines Rd |
| Direction | 2-WAY |
| County | Webb |
| Community | Laredo |
| MPO ID | 205 |
| HPMS ID | ASSIGNED |
| Agency | Texas DOT |

| COUNT DATA INFO | |
|---|---|
| Count Status | Accepted |
| Holiday | No |
| Start Date | Wed 1/13/2021 |
| End Date | Thu 1/14/2021 |
| Start Time | 6:15:00 AM |
| End Time | 6:15:00 AM |
| Direction | |
| Notes | |
| Station | |
| Study | |
| Speed Limit | |
| Description | |
| Sensor Type | Axle/Tube |
| Source | TCDS_COUNT_IMPORT_COMBINE |
| Latitude,Longitude | |

**INTERVAL:15-MIN**

| Time | 15-min Interval 1st | 2nd | 3rd | 4th | Hourly Count |
|---|---|---|---|---|---|
| 0:00-1:00 | 81 | 52 | 39 | 51 | 223 |
| 1:00-2:00 | 28 | 24 | 24 | 14 | 90 |
| 2:00-3:00 | 14 | 19 | 22 | 22 | 77 |
| 3:00-4:00 | 17 | 23 | 38 | 29 | 107 |
| 4:00-5:00 | 33 | 40 | 49 | 55 | 177 |
| 5:00-6:00 | 56 | 63 | 90 | 164 | 373 |
| 6:00-7:00 | 135 | 129 | 216 | 261 | 741 |
| 7:00-8:00 | 231 | 260 | 376 | 444 | 1,311 |
| 8:00-9:00 | 406 | 426 | 488 | 576 | 1,896 |
| 9:00-10:00 | 493 | 433 | 411 | 412 | 1,749 |
| 10:00-11:00 | 361 | 488 | 474 | 408 | 1,731 |
| 11:00-12:00 | 419 | 394 | 469 | 513 | 1,795 |
| 12:00-13:00 | 526 | 553 | 520 | 511 | 2,110 |
| 13:00-14:00 | 566 | 536 | 558 | 606 | 2,266 |
| 14:00-15:00 | 575 | 607 | 589 | 611 | 2,382 |
| 15:00-16:00 | 592 | 587 | 624 | 549 | 2,352 |
| 16:00-17:00 | 546 | 551 | 561 | 476 | 2,134 |
| 17:00-18:00 | 536 | 542 | 503 | 587 | 2,168 |
| 18:00-19:00 | 558 | 562 | 537 | 481 | 2,138 |
| 19:00-20:00 | 442 | 403 | 383 | 327 | 1,555 |
| 20:00-21:00 | 344 | 301 | 273 | 211 | 1,129 |
| 21:00-22:00 | 241 | 215 | 195 | 149 | 800 |
| 22:00-23:00 | 128 | 160 | 132 | 126 | 546 |
| 23:00-24:00 | 131 | 79 | 102 | 109 | 421 |
| Total | | | | | 30,271 |
| AADT | | | | | 32,920 |
| AM Peak | | | | | 11:45-12:45 2,112 |
| PM Peak | | | | | 14:45-15:45 2,414 |

## Vanessa C. Fresnillo

**From:** Elizabeth Carrera
**Sent:** Monday, July 7, 2025 12:04 PM
**To:** Deidre Garcia
**Cc:** Laura R. Garza; Stephanie Prado; Krissian I. Calderon; Anita O. Stanley; Juan J. Gomez, Jr
**Subject:** RE: Planned Unit Development Site Plan - Proposed Park

Hi Dee Dee,

The requirement for land for PUD's is 0.1 acre/dwelling unit for 160 units makes the requirement for land 1.6 acres. They are dedicating 0.75 acres, the missing acreage can be made up of a cash in lieu fee. 0.85 acres x $55k valuation is an additional $46,750 would be due. For the park improvement fee for 160 units the total is $60,000.00 at $375 per dwelling unit. The total amount due for Parkland dedication would be $106,750.00.

They have the option to post this money in a TRUST agreement, Trust account or just post the park improvement fee before they record. But with the TRUST agreement, they would be building their own park, and the Parks Department would have to approve the site plan 'exhibit a' for the amenity space they are proposing as part of the contract, when they are done with the private park we would review for completeness and in 10 days return the original Trust account money to the developer/owner. Ask them which of the two options they would prefer and we will obtain the right type of account with Finance.

Thank you,

**Elizabeth Carrera**

Parks Planner

**Parks & Recreation Department**
A: 2201 Piedra China Laredo, Texas 78043
P: (956) 729-4615
E:ecarrera@ci.laredo.tx.us
www.cityoflaredo.com

---

**From:** Deidre Garcia <dgarcia1@ci.laredo.tx.us>
**Sent:** Monday, July 7, 2025 11:37 AM
**To:** Elizabeth Carrera <ecarrera@ci.laredo.tx.us>
**Cc:** Laura R. Garza <lrgarza@ci.laredo.tx.us>; Stephanie Prado <sprado@ci.laredo.tx.us>
**Subject:** FW: Planned Unit Development Site Plan - Proposed Park

Good Morning Elizabeth,

May I have an update with the email below?

The applicant has also updated their site plan to include more trees on the residential lots and park area. I've attached the updated site plan.

Should you have any questions, please let me know.

Thank you,

Dee Dee

*Deidre D. Garcia – Planner II*
*(956) 794-1611 - dgarcia1@ci.laredo.tx.us*

*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*

---

**From:** Deidre Garcia
**Sent:** Wednesday, June 25, 2025 3:44 PM
**To:** Elizabeth Carrera <ecarrera@ci.laredo.tx.us>
**Cc:** Laura R. Garza <lrgarza@ci.laredo.tx.us>; Stephanie Prado <sprado@ci.laredo.tx.us>
**Subject:** Planned Unit Development Site Plan - Proposed Park

This message's contents have been archived by the Barracuda Message Archiver.
ZC-015-2025 - Site Plan.pdf (4.4M)

Good Afternoon Elizabeth,

As per our phone conversation, Planning has a received a planned unit development (PUD) site plan located at 7911 Atlanta Drive. May you review the proposed park in this PUD site plan to confirm if this meets the thresholds of Parks standards? Any feedback or comments would be appreciated as this would be included in the staff report analysis for the Planning & Zoning meeting.

Should you have any questions, please don't hesitate to contact me.

Thank you,

Dee Dee

*Deidre D. Garcia – Planner II*
*(956) 794-1611 - dgarcia1@ci.laredo.tx.us*

*City of Laredo Planning Department*
*1413 Houston Street*

*Laredo, Texas 78040*

Atlanta 1120
ZC-014-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-3-PUD
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
ZC-015-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 to P.U.D. Site Plan
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

**ORDINANCE NO. 2025-O-162**

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A PLANNED UNIT DEVELOPMENT (OVERLAY) FOR SINGLE FAMILY TOWNHOUSES ON LOT 1, BLOCK 2, VILLAS SAN AGUSTIN, UNIT 1, LOCATED AT 7911 ATLANTA DRIVE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-3 P.U.D. (COMMUNITY BUSINESS DISTRICT - PLANNED UNIT DEVELOPMENT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive, from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development); 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 July 17, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Planned Unit Development District (P.U.D.) overlay and recommended **approval** of the Planned Unit Development District (P.U.D.) site plan, "Exhibit A"; and,

WHEREAS, notice of the Planned Unit Development District (P.U.D.) overlay 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 August 18, 2025, on the request and finds the Planned Unit Development District (P.U.D.) overlay appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Planned Unit Development (Overlay) for single family townhouses on Lot 1, Block 2, Villas San Agustin, Unit 1, located at 7911 Atlanta Drive,

from B-3 (Community Business District) to B-3 P.U.D. (Community Business District - Planned Unit Development).

Section 2: The Planned Unit Development District (P.U.D.) overlay is further restricted to the following provision herewith adopted by the City Council:

1. The Planned Unit Development is restricted to site plan, as per Exhibit A, which is made part hereof for all purposes.
2. The residential dwellings shall adhere to the definition of townhouses, "an attached single-family residence with three (3) or more units with individual fee simple ownership in the land underlying the unit", as per the Laredo Land Development Code.
3. The site plan shall include all requirements as per the Laredo Land Development Code, Section 24-70.6.
4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.
    a. The site plan shall identify a total number of 320 trees for residential lots:
        Formula: T (trees) = Y (number of lots) x 2, as per Section 24.83.1(c)
        T = 160 lots x 2 = 320 trees
5. Garage shall meet the minimum of 18 feet in width by 20 feet in length.
6. Garage conversions are prohibited.
7. Sell of open space identified on the site plan is prohibited.
8. The minimum lot area shall be 1,600 square feet, and the minimum lot width shall be 22 feet.
9. Property Owner Association is required and will maintain all open space and communal areas as per the City of Laredo Land Development Code, Section 24.70.4.

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 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Final Readings 20.**

**SUBJECT**
An Ordinance of the City of Laredo, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY - 1,910 square feet).

ZC-040-2025
District VI

**Council District:** District 6 **Zone Case:** ZC-040-2025

**Letters sent to property owners:** 79

**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 conditional use permit.

**STAFF RECOMMENDATION - Does not support**
Staff does not support the application.

## ZC-040-2025 – Comprehensive Plan Alignment

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## 1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

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

**Policy 9.2.3:**

*"Encourage neighborhood-serving commercial uses in appropriate locations, and ensure that such uses are designed and managed in ways that are compatible with surrounding neighborhoods."*
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

**Relevance:**
Although this policy promotes neighborhood-serving commercial uses, the proposed use as a bar with an outdoor patio is not appropriately compatible with the surrounding residential uses due to concerns over noise, parking, and late operating hours. Staff explicitly noted that the proposed use is incompatible with adjacent residential areas and does not meet required parking standards.

---

**Policy 9.2.2:**

*"Encourage new commercial and mixed-use development in Neighborhood Mixed-Use areas in ways that maintain compatibility with adjacent residential neighborhoods and enhance neighborhood character."*
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

**Relevance:**
While the area is designated as Neighborhood Mixed Use, the proposed use as a bar with an outdoor patio, extended hours of operation, and inadequate parking does not enhance neighborhood character or maintain compatibility with nearby residential zones. Staff identified negative impacts such as noise nuisances and insufficient parking.

---

## 3. Summary of Alignment

The proposed conditional use permit for a bar at 9802 McPherson Road does not align with the Viva Laredo Comprehensive Plan's goals for compatible neighborhood commercial development. While the Future Land Use Map designates the area as Neighborhood Mixed Use, the plan's policies emphasize **compatibility with residential neighborhoods** and the **enhancement of neighborhood character**, neither of which are met by this proposal.

The staff report clearly identifies several conflicts, including:

- Inadequate parking provision (shortfall of 233 spaces).
- Potential noise impacts to the adjacent residential area.
- Incompatibility of use due to overlapping hours of operation with other site tenants.

Therefore, the proposal **lacks identifiable alignment** with the Viva Laredo Comprehensive Plan and is best categorized as **Weak/None** in alignment.

Relevant broader themes impacted include **public health** (noise pollution), **quality of life**, and **neighborhood compatibility**, all of which would be negatively affected if the use were approved.

---

## 4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan.
No other applicable goals or policies identified that would support this proposed use.

**City Council-Regular Meeting**

**Date**: 9/02/2025

**Initiated By**: Ramon Chavez, Assistant City Manager
**Initiated By**: Eric Benavides, Owner; Christopher A. Cervantes Applicant/Representative
**Staff Source**: Vanessa Guerra, Planning Director

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**SUBJECT**

**2025-O-163** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY – 1,910 square feet).

**ZC-040-2025**
**District VI**

**PREVIOUS COUNCIL ACTION**
On August 18, 2025, City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** VI – Dr. David Tyler King

**Proposed use**: The proposed use is for a bar.

**Site:** The site is currently commercial suites, such as Blue Moon Country Bar & Patio, Cricket, GC Fitness Studio, Gorillaz Den Boxing and Fitness, Horikawa Tattoo & Piercing Studios, Select Employment Services, Zuma Recovery Spa, Savora Café Brunch, Jalapenos Pizza & Wings, La Vida Food Truck, North Central Barbershop & Salon, Mels Kitchen Café Address, the Snack Spot, and the Castilian Royal Receptionist.

**Minimum Zoning District Required for Proposed Use**: B-4 (Highway Commercial District)

**Current Zoning District**: B-3 (Community Business District)

**Citations**: There has been noise complaints with similar uses within the plaza.

**Surrounding land uses:** To the north of the site is Pizza Hut and Taco Palenque. To the south is Danny's Restaurant. To the west are gated community of apartments and condos (Maple Place at Tiara, Canteras de Laredo and Cantera Village). To the east is BBVA bank.

**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 Principal Arterial.
www.laredompo.org/wp-content/uploads/
2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf
**Letters sent to surrounding property owners:** 79 **In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit.

**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 **does not support** the proposed conditional use permit for the following reasons:

1. The structure is located 263 feet from the nearest residential zoning district, which does not comply with the minimum distance requirement of 300 feet. As per the Laredo Land Development Code Section 24-65.15.8, states "night clubs, bars, saloons, cantinas, billiard parlors, or carnivals when located three hundred (300) feet or more from an R-District are permitted."

2. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.

- Total parking spaces required for the proposed bar and commercial plaza = 427

- Proposed bar requires = 32

- Required remaining commercial plaza = 395

- Actual amount identified on site plan = 94

- Therefore, the proposed site would need an additional 333 parking spaces.

- The proposed use is compatible at this location since there are similar uses within the commercial plaza, however, it does not comply with the required parking.

- The applicant has not proposed shared parking. Shared parking must be located within 1,000 feet from the principal use, as per the Laredo Land Development Code, Section 24-78.2(i).3. The applicant has been advised.

3. The proposed bar's site plan and narrative identifies the use of the outdoor patio. Therefore, the proposed use may not be compatible and is anticipated to have a negative impact to the residential uses abutting to the west of the site.

- Music, noise, and speakers may pose a noise nuisance to the residential areas west of the site.

4. There has been noise complaints with similar uses within the commercial plaza.

General Comments:
1. The approval of the conditional use permit does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

2. Any use allowed under the current zone or proposed conditional use permit is required to abide by all relevant municipal codes.

If approved, Staff suggest the following conditions:

1. The conditional use permit is restricted 1,910 square feet located within Unit 125 and the outdoor patio as per the site plan, “Exhibit A”, which is made part hereof for all purposes.

2. The hours of operation shall be limited to, from Wednesday to Sunday, 9:00a.m. to 4p.m. and 6p.m. to 2 a.m.

3. Lighting of property shall be provided in accordance with the City of Laredo Land Development Code.

4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.

5. 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 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.

6. The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

7. Signage shall be consistent with the City’s Sign Ordinance and TABC rule or regulation.

8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

9. There shall not be any amplified music, use of any amplified sound system, excessively loud generators, and/or any moving or flashing lights in the outdoor patio. The conditional use permit must comply with all city noise ordinances and all nuisances provisions of the City of Laredo Code of Ordinances.

10. The proposed use shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.

11. 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.

12. The proposed use shall undergo an annual Fire Inspection.

13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: 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.

14. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

15. The proposed use 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.

16. Any use allowed under the current zone or proposed conditional use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

**Is this change contrary to the established land use pattern?**
No. The commercial plaza has similar type uses.

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

**Will change adversely influence living conditions in the neighborhood?**
Possibly. The outdoor patio may pose a noise nuisance to the residentials west of the site.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
Yes. The existing B-3 does not allow for a bar as intended by the applicant.

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**Attachments:**

Comp Plan Alignment
Maps
Narrative
Site Plan
Tenant List
Zone Change Signage
Final Ordinance

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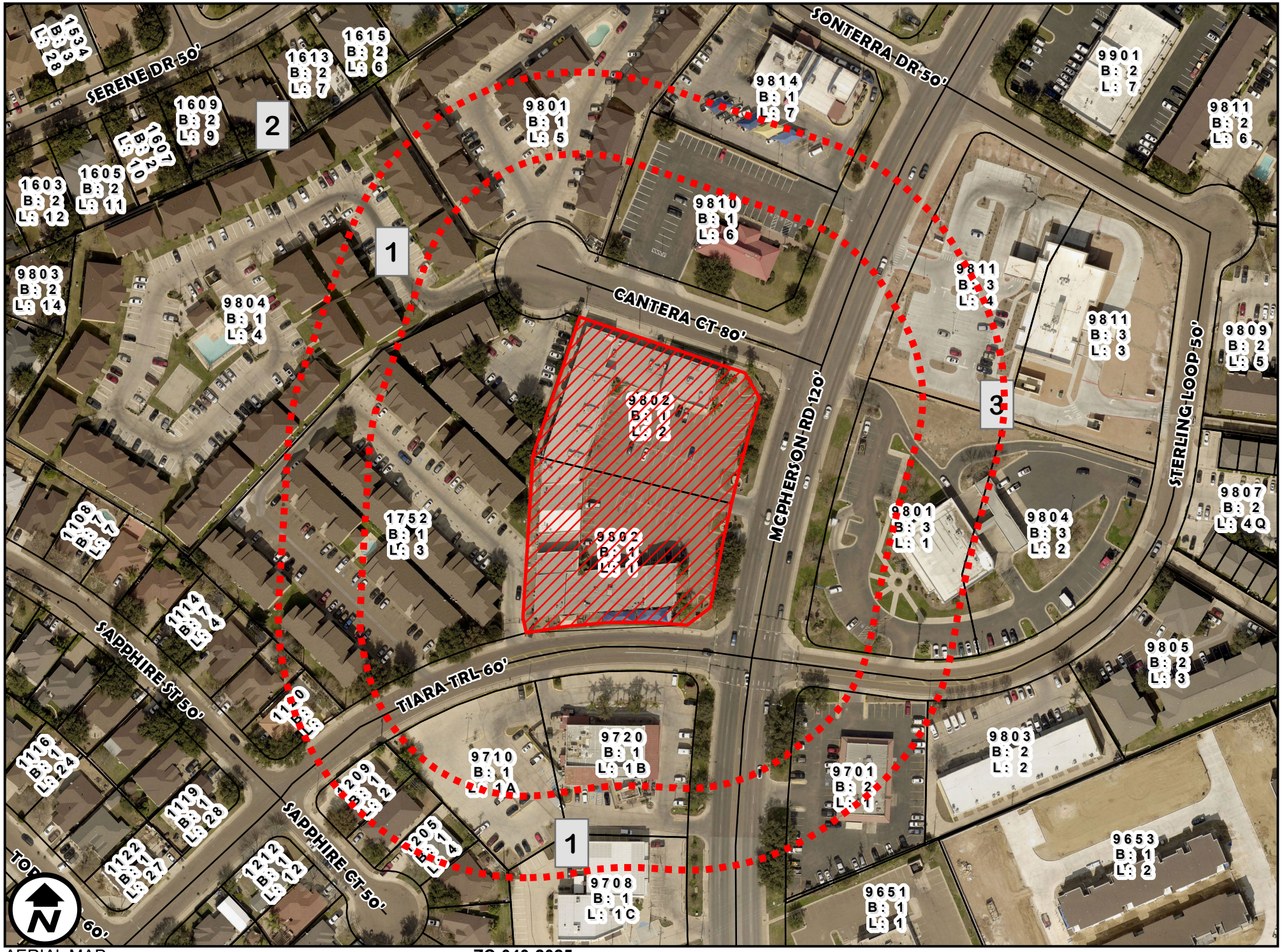
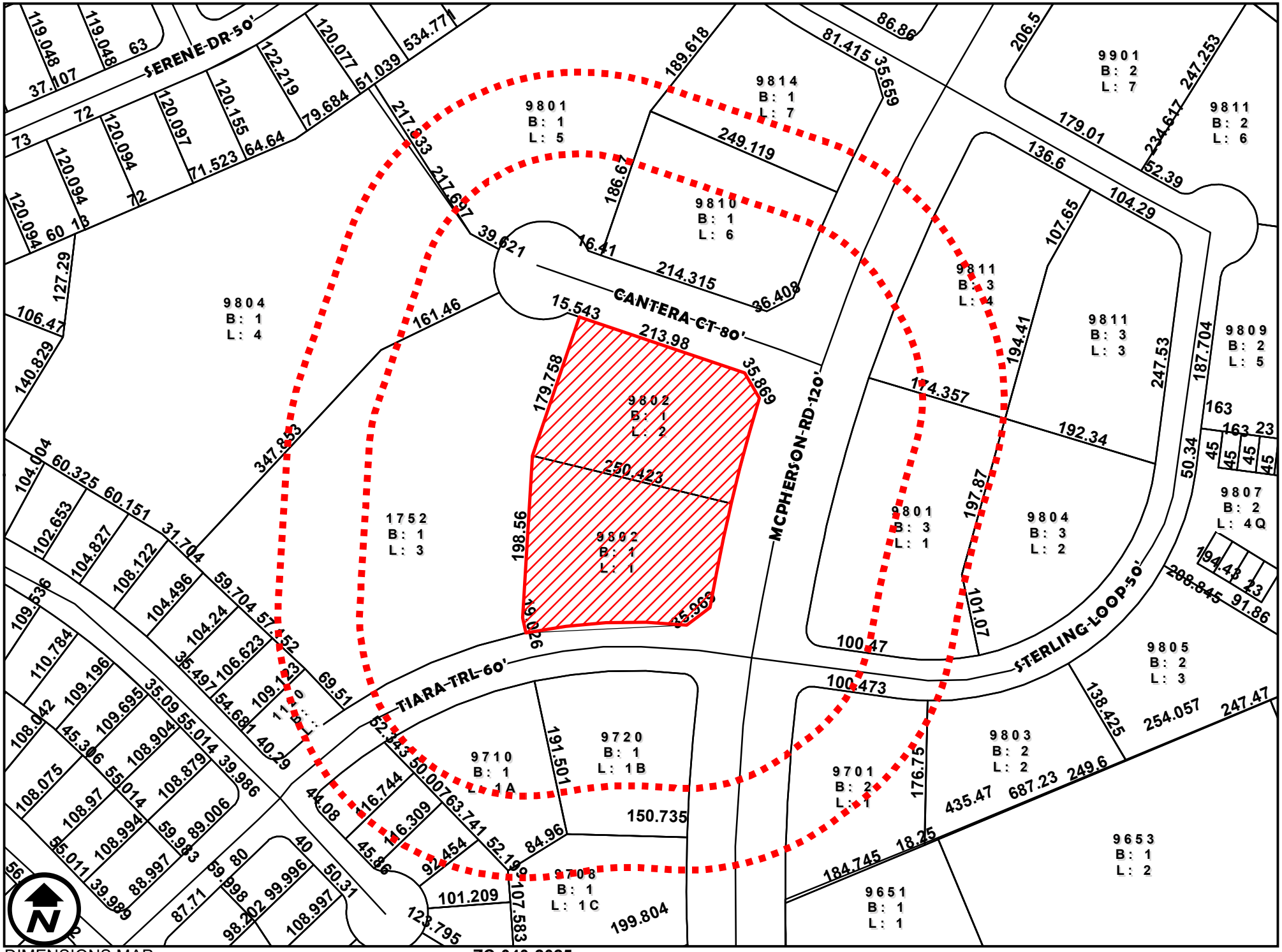



AERIAL MAP

1 inch = 150 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR BAR**




DIMENSIONS MAP

1 inch = 150 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

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**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
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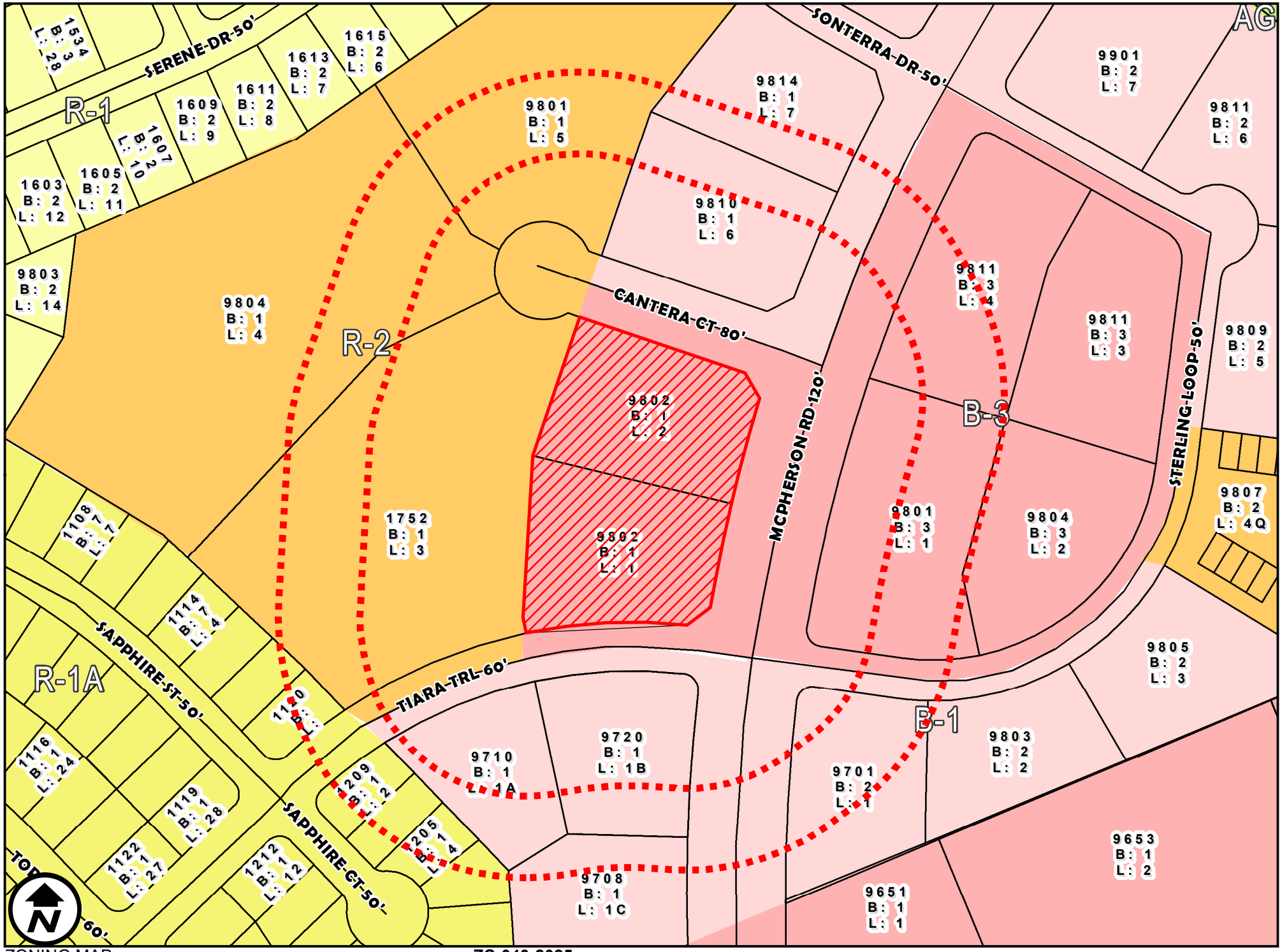
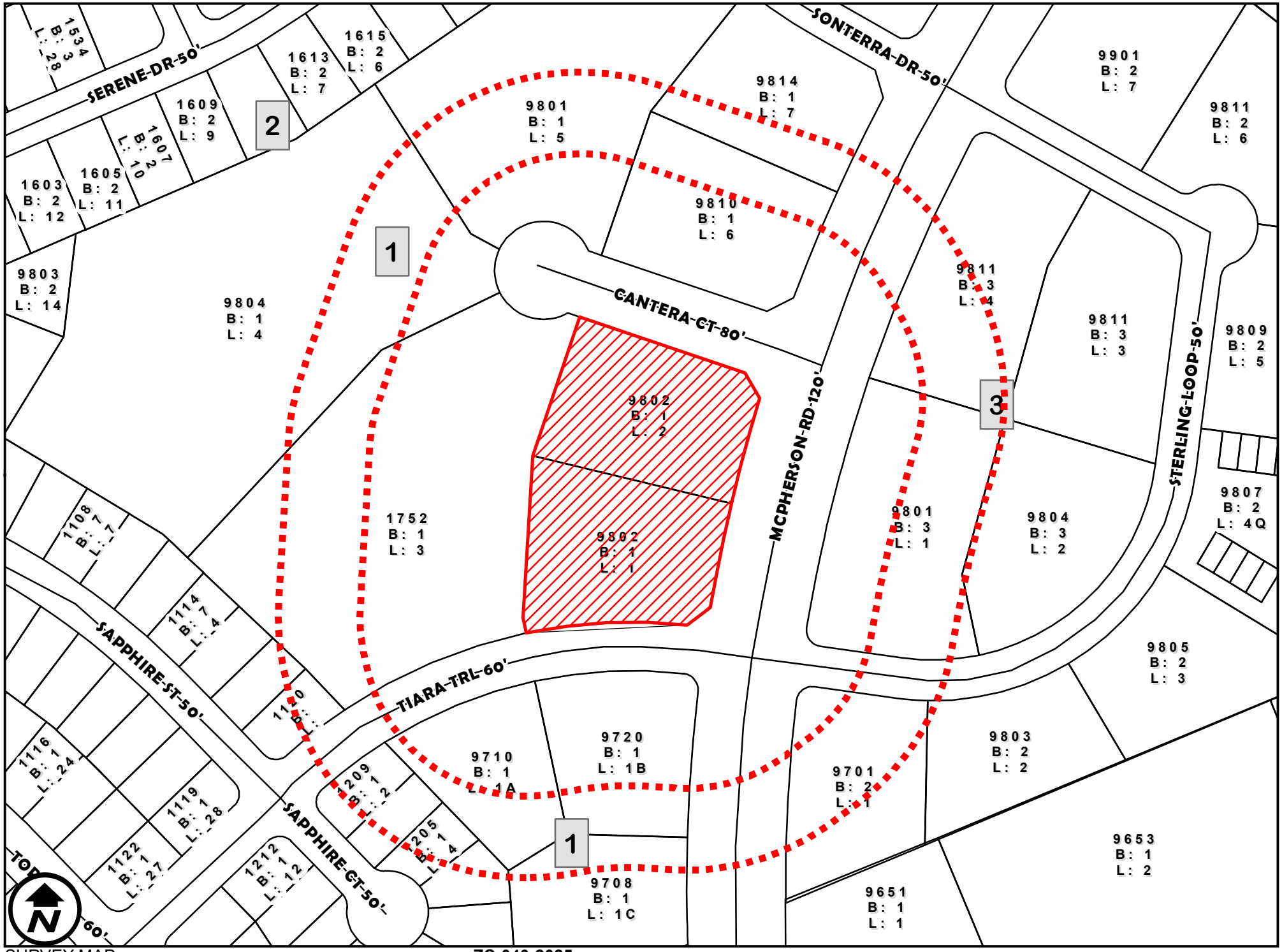



ZONING MAP

1 inch = 150 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR BAR**

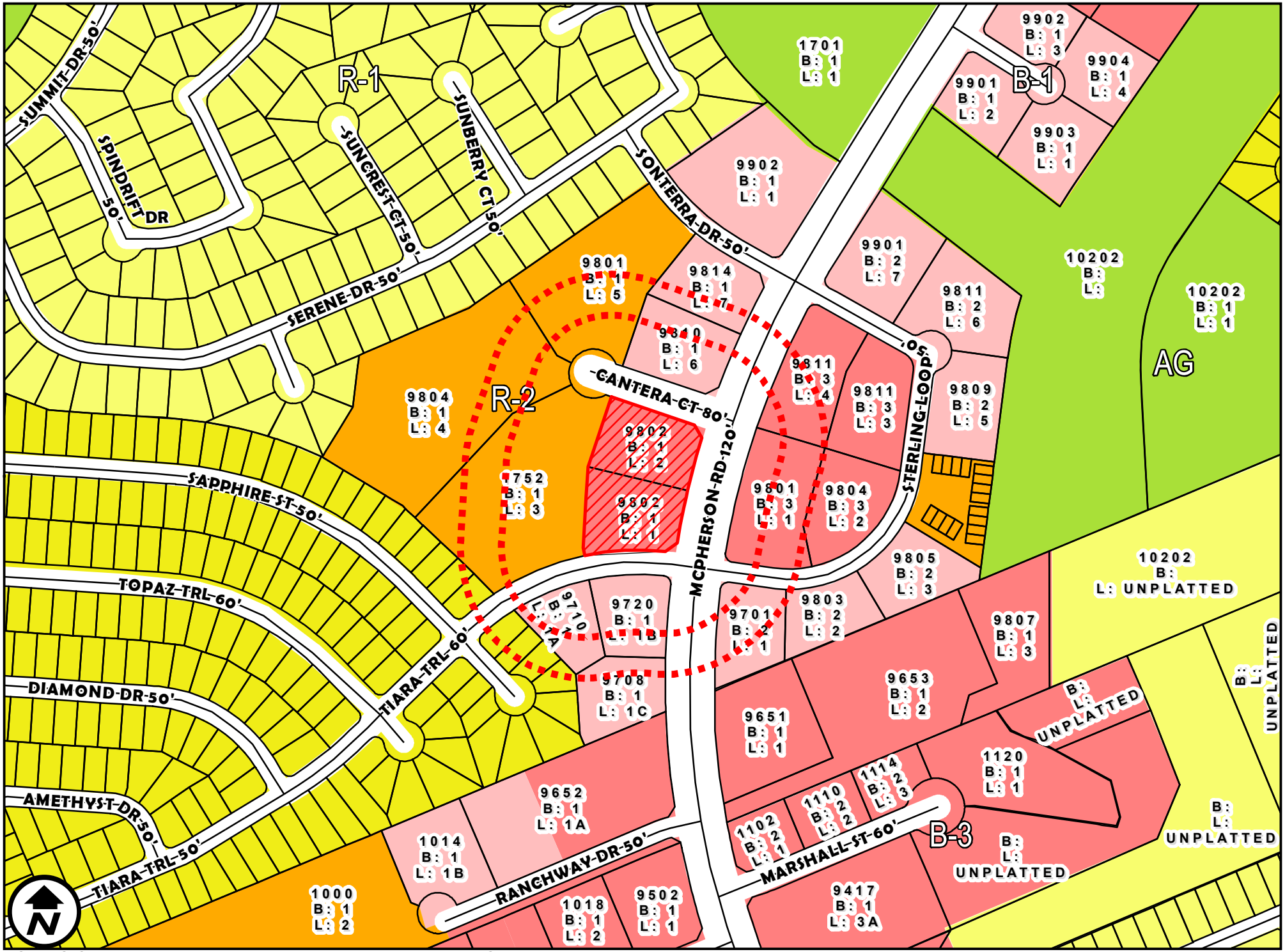



SURVEY MAP

1 inch = 150 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR BAR**

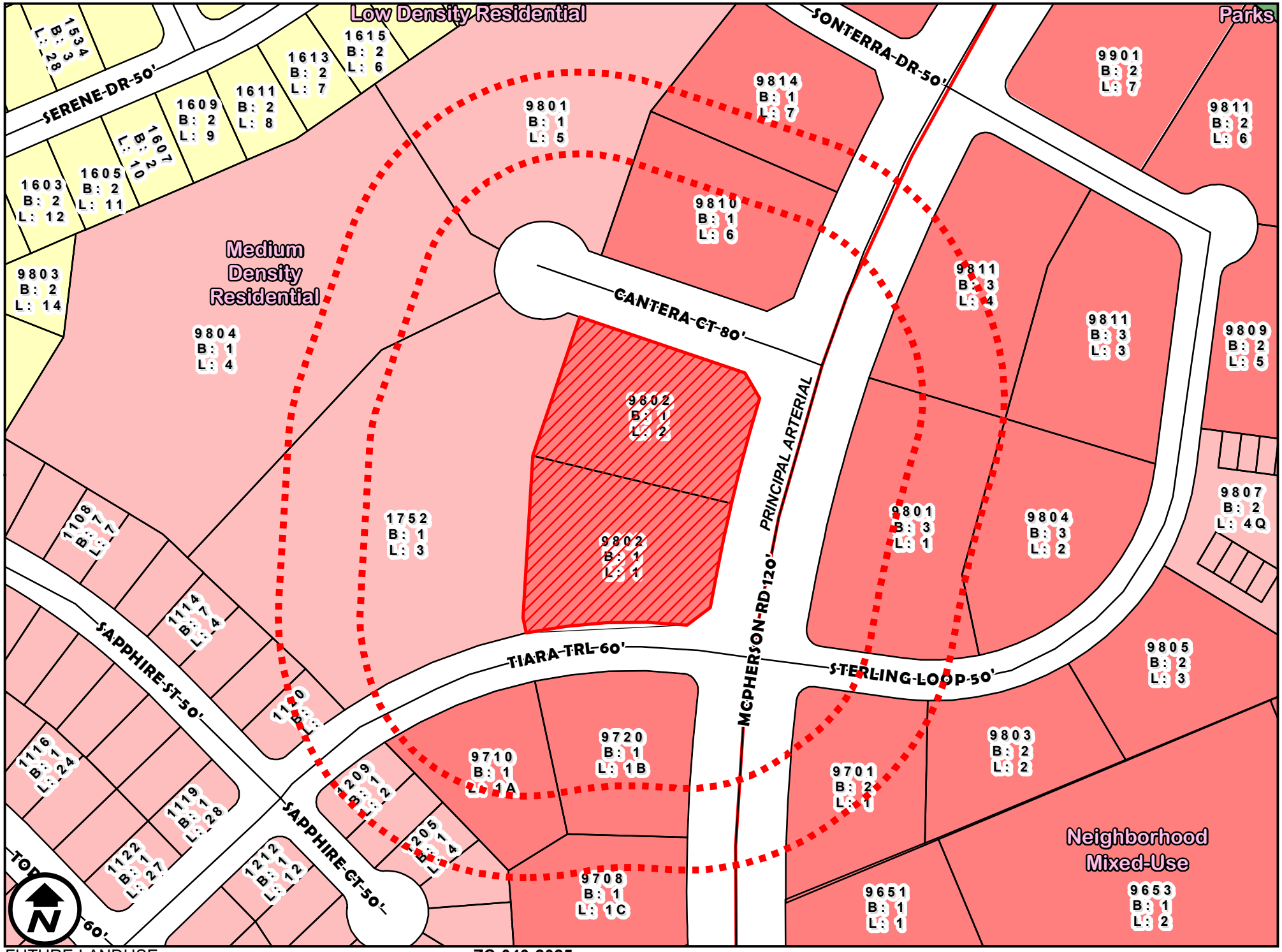



ZONING OVERVIEW

1 inch = 300 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR BAR**

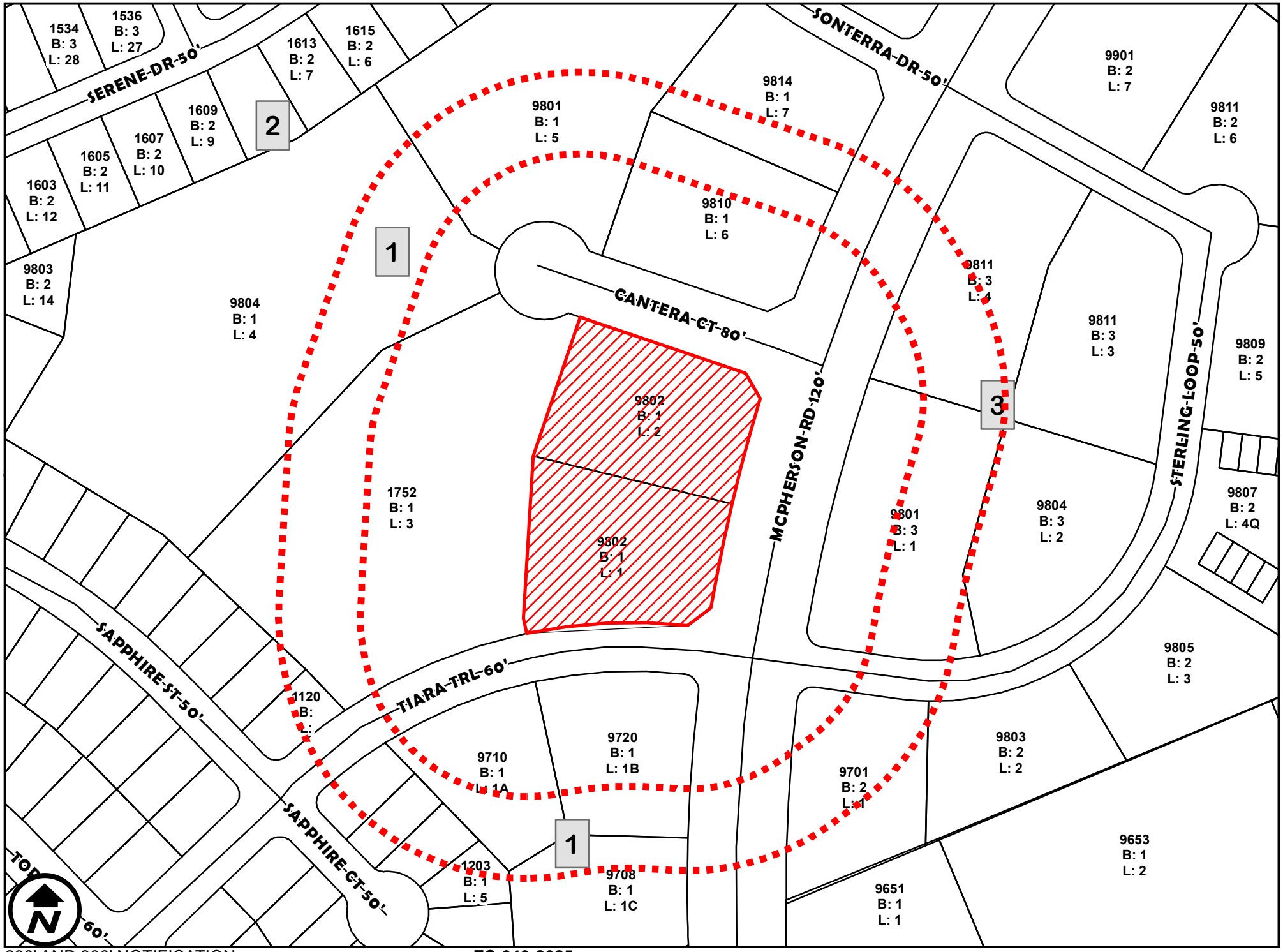



FUTURE LANDUSE

1 inch = 150 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR BAR**

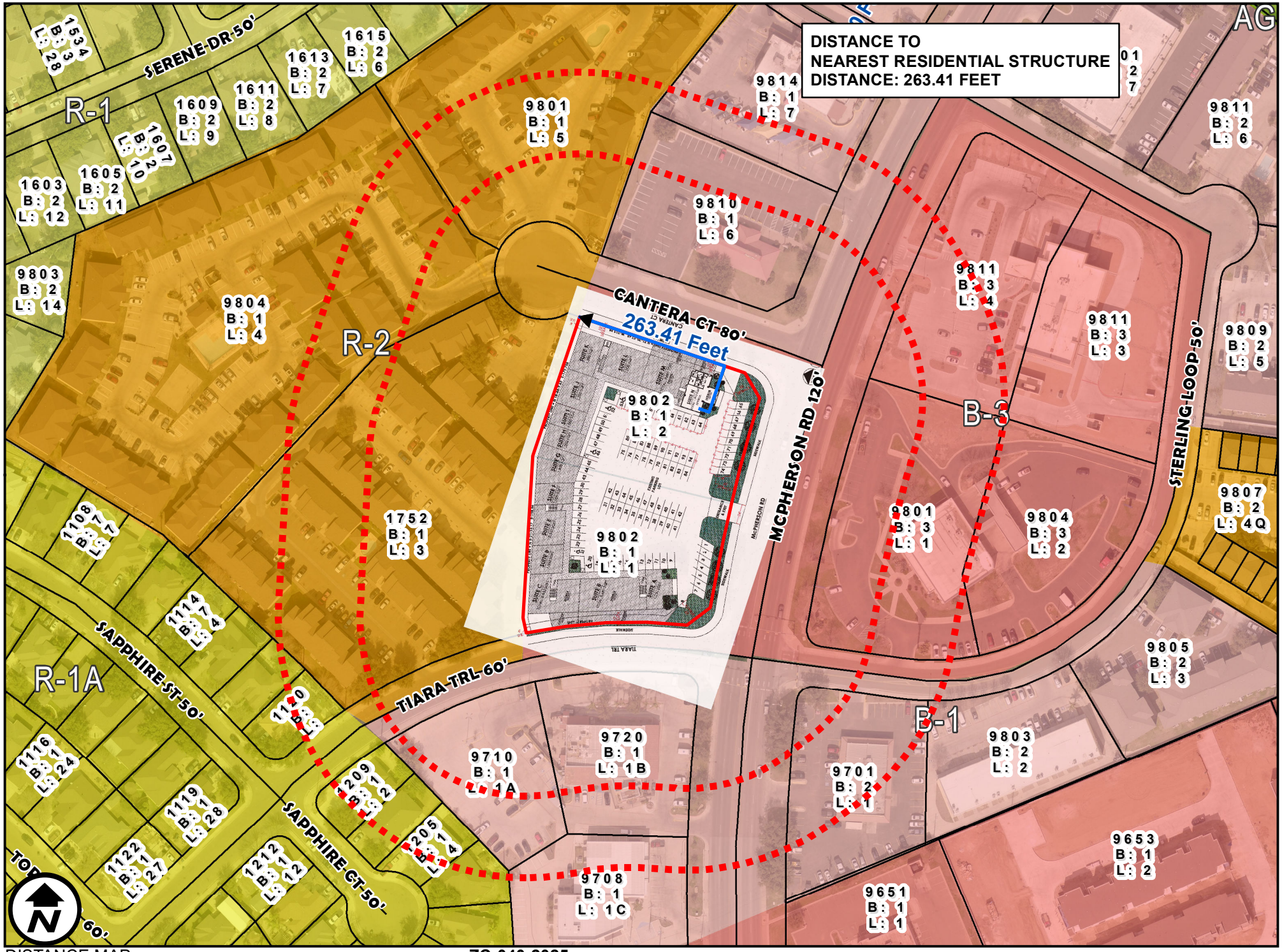



200' AND 300' NOTIFICATION

1 inch = 150 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR BAR**




DISTANCE MAP

1 inch = 150 feet

**ZC-040-2025**
**COUNCIL DISTRICT 6**
**9802 MCPHERSON ROAD, SUITE 125**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) TO**
**C.U.P FOR BAR**

**Business Plan: Social Bar & Kitchen**

**Executive Summary:**
Our goal is to open a social bar that provides a relaxed and engaging atmosphere where guests can enjoy premium alcoholic beverages paired with a diverse selection of appetizers and main dishes. Unlike a traditional party bar, our focus will be on fostering a sophisticated social environment with quality service, great food, and an inviting ambiance. This establishment will also contribute to the local economy by creating multiple job opportunities. While food and atmosphere will enhance the overall experience, the primary focus and revenue driver will be the sale of high-quality alcoholic beverages.

**Business Description:**

- Name: tba
- Location: 9802 McPherson Road Unit 125, Laredo Tx 78045
- Business Type: Social Bar & Kitchen
- Ownership Structure: [Sole LLC Treated as an S-Corp]
- Operating Hours: 9am- 4pm & 6 pm – 2 am
- Unit Total Sq Ft: 1,910 sq. ft.
    - Interior: 1,500 sq. ft.
    - PTIO: 410 sq. ft.

**Mission Statement:** To create an inviting and modern social bar experience where guests can enjoy expertly crafted drinks, high-quality food, and a welcoming atmosphere designed for social interactions and relaxation.

**Objectives:**

1. Establish a premier social bar that differentiates itself from traditional party bars.
2. Offer a carefully curated drink menu, featuring cocktails, beers, and wines.
3. Provide a diverse food menu with appetizers and main dishes.
4. Create a comfortable, stylish, and safe environment for all guests.
5. Generate job opportunities within the local community.
6. Maintain high standards of service, cleanliness, and quality.

**Services & Offerings:**

- **Beverage Menu:**
    - Signature cocktails
    - Premium wines and spirits
    - Craft and domestic beers

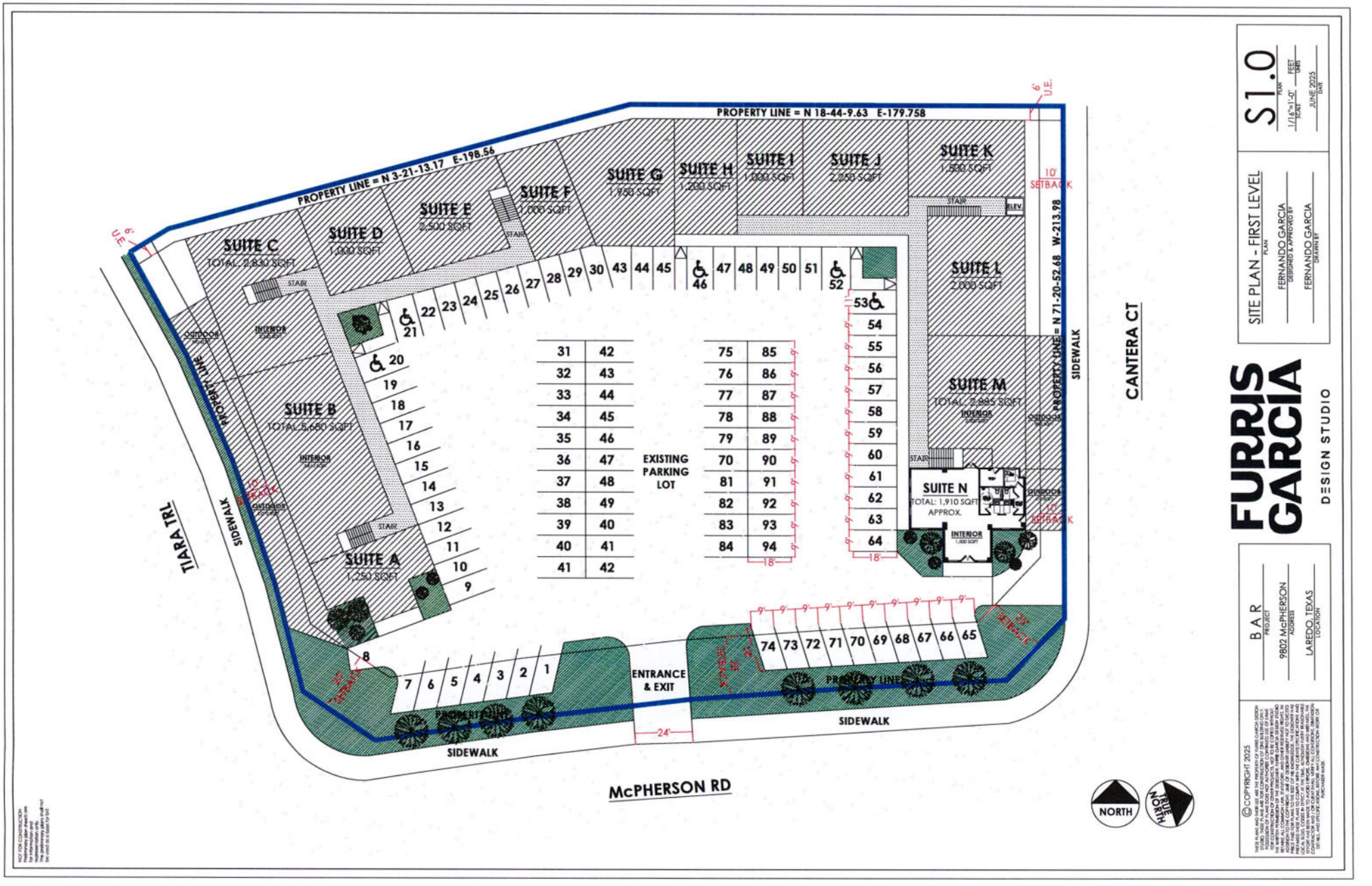
- **Food Menu:**
    - Appetizers (e.g., sliders, nachos, bruschetta, wings)
    - Main dishes (e.g., gourmet burgers, pasta, grilled meats, vegetarian options)
    - Dessert options (e.g., cheesecakes, brownies, specialty desserts)
- **Entertainment & Features:**
    - Lounge seating and modern decor
    - Themed nights and live acoustic performances
    - Private event hosting

**Operational Plan:**

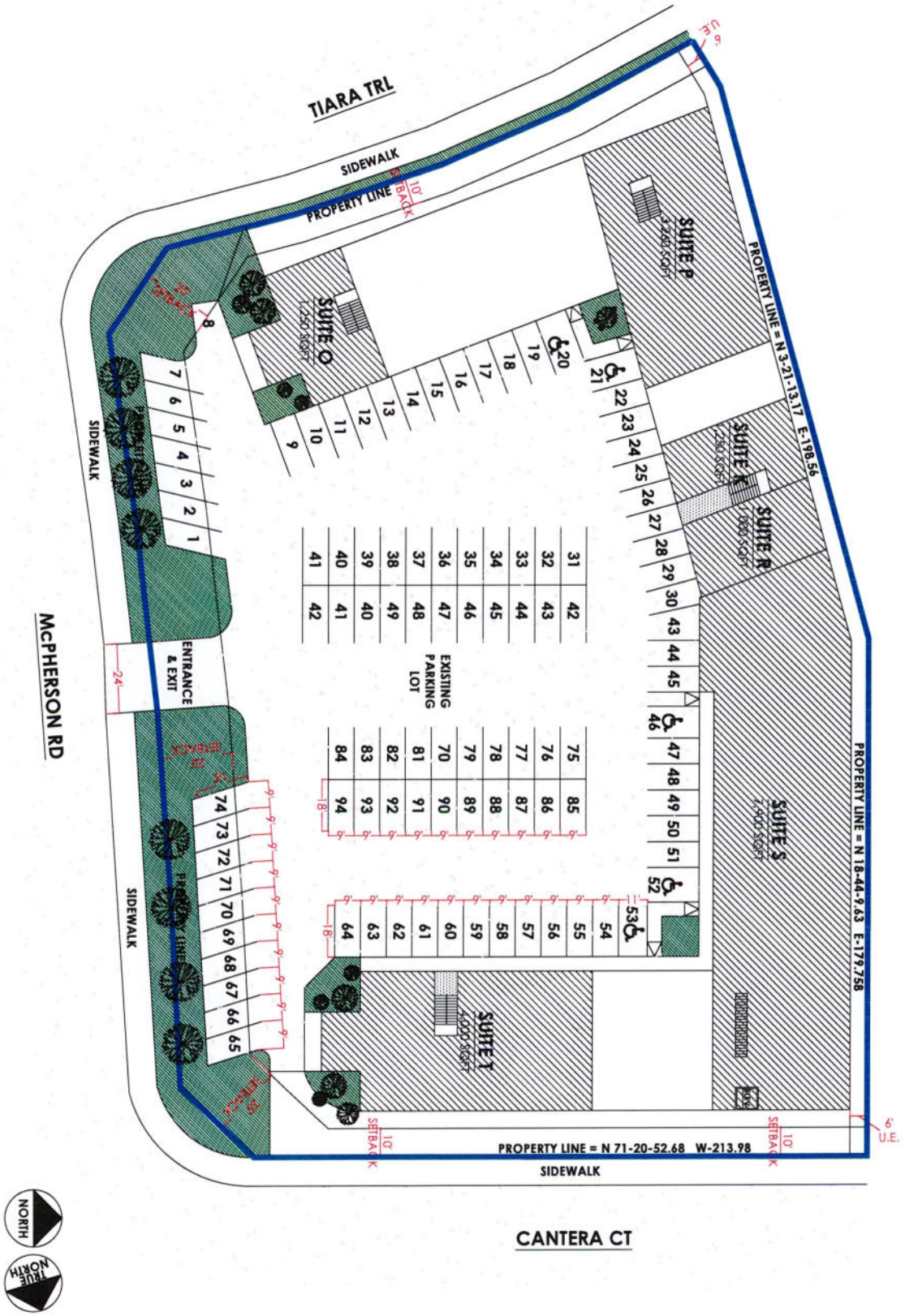
- **Staffing:**
    - Bartenders (2-3)
    - Kitchen staff (2-3)
    - Waitstaff (3-4)
    - Security (2-4)
- **Kitchen:** Fully equipped with necessary appliances for food preparation.
- **Bar Area:** Stocked with premium and mid-tier alcohol selections.
- **Security Measures:** To ensure guest safety, we will employ licensed security personnel from agency.

**Conclusion:** Our business will create 6-15 job opportunities or even more, including roles for bartenders, kitchen staff, waitstaff, and security personnel. We aim to foster a positive economic impact by partnering with local suppliers and vendors, supporting small businesses within the community. Nevertheless, by offering a unique and inviting social bar experience that balances quality drinks and dining with a relaxed atmosphere, our business will stand out in the market.

# Exhibit A


PROPERTY LINE = N 3-21-13.17 E-198.56
PROPERTY LINE = N 18-44-9.63 E-179.758
PROPERTY LINE = N 71-20-52.68 W-213.98
SUITE A 1,250 SQFT
SUITE B TOTAL 5,650 SQFT
SUITE C TOTAL 2,830 SQFT
SUITE D 1,000 SQFT
SUITE E 2,500 SQFT
SUITE F 1,000 SQFT
SUITE G 1,950 SQFT
SUITE H 1,200 SQFT
SUITE I 1,000 SQFT
SUITE J 2,250 SQFT
SUITE K 1,500 SQFT
SUITE L 2,000 SQFT
SUITE M TOTAL 2,885 SQFT
SUITE N TOTAL: 1,910 SQFT APPROX.
EXISTING PARKING LOT
ENTRANCE & EXIT
TIARA TRL
CANTERA CT
McPHERSON RD
SIDEWALK
10' SETBACK
20' SETBACK
NORTH
TRUE NORTH
S1.0
SITE PLAN - FIRST LEVEL
FERNANDO GARCIA
FERNANDO GARCIA
JUNE 2025
FURRIS GARCIA
DESIGN STUDIO
B A R
9802 McPHERSON
LAREDO, TEXAS

NOT FOR CONSTRUCTION
Preliminary plan sheets are for information and regulation only. The preliminary plans shall not be used as a basis for bid.

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BAR
PROJECT

9802 mcpherson
ADDRESS

LAREDO, TEXAS
LOCATION

# FURRIS GARCIA
DESIGN STUDIO

SITE PLAN - SECOND LEVEL
PLAN

FERNANDO GARCIA
DESIGNED & APPROVED BY

FERNANDO GARCIA
DRAWN BY

SI.1
PLAN

1/16"=1'-0"
SCALE

FEET
UNIT

JUNE 2025
DATE

Leasing list at La Cantera Court Complex
Address: 9802 McPherson Rd Laredo Texas 78045

**CRICKET (SUITE A -101)**
-operating hours:
Monday to Sat 10am – 8pm
Sunday 12-6pm
-business type: Telephone Service
-1,250 sqft (suite)

**BLUE MOON COUNTRY BAR & PATIO (SUITE B -102)**
-Operating hours:
Monday to Sunday 4pm-2am
-business type: Country Bar
-3,610 sqft (inside)
-2,070 sqft (patio)

**GC FITNESS STUDIO (SUITE G/H -125)**
-Operating hours:
Monday-Friday 5am-8:30pm
Saturday & Sunday Closed
-Business Type: Gym/Physical Fitness Center
-2,500 sqft (suite G)
-1,200 sqft (suite H)

**GORILLAZ DEN BOXING AND FITNESS (SUITE C/D -112)**
-Operating hours:
Monday 5:30am-10:30pm
Tuesday 10am-9pm
Wednesday 5:30am-10:30pm
Thursday 10am-9pm
Friday 5:30am-10:30pm
Sat Closed
Sun Closed
-Business Type: Boxing Gym
-570 sqft (Patio Suite C)
-2,260 sqft (Suite C)
-1,000 sqft (Suite D)

**HORIKAWA TATTOO & PIERCING STUDIOS (SUITE K -114)**
-Operating hours:
Monday Closed
Tuesday 11:30am-7:30pm
Wednesday 11:30am-7:30pm
Thursday 11:30am-7:30pm
Friday 11:30am-7:30pm
Saturday 11:30am-7:30pm
Sunday Closed

-Business Type: Tattoo Studio
-1,250 sqft (Suite K)

**SELECT EMPLOYMENT SERVICES (SUITE E -108)**
-Operating hours:
Monday 8am-5pm
Tuesday 8am-5pm
Wednesday 8am-5pm
Thursday 8am-5pm
Friday 8am-5pm
Saturday 8am-5pm
Sunday Closed
Sunday Closed
-Business Type: Staffing Agency
-2,500 sqft (Suite E)

**ZUMA RECOVERY SPA (SUITE L -120)**
-Operating hours:
Monday 6am-9pm
Tuesday 6am-9pm
Wednesday 6am-9pm
Thursday 6am-9pm
Friday 6am-9pm
Saturday 6am-9pm
Sunday Closed
-Business Type: Recovery Spa
-2,000 sqft (Suite L)

**SAVORA CAFÉ BRUNCH (SUITE M -117)**
-Operating hours:
Monday 8am – 2pm
Tuesday 8am – 2pm
Wednesday 8am – 2pm
Thursday 8am – 2pm
Friday 8am – 2pm
Saturday 8am – 2pm
Sunday 8am – 2pm
-Business Type: Café Brunch
-2,000 sqft (interior Suite M)
-885 sqft (patio Suite M)

**JALAPEÑOS PIZZA & WINGS PIZZA (SUITE J -123)**
-Operating hours:
Monday 11am-9pm
Tuesday 11am-9pm
Wednesday 11am-9pm
Thursday 11am-9pm

Friday 11am-9pm
Saturday 11am-9pm
Sunday 11am-9pm
-Business Type: Pizzeria
-2,250 sqft (Suite J)

**LA VIDA FOOD TRUCK (parking lot)**
-Operating hours:
Monday 8am-6pm
Tuesday 8am-6pm
Wednesday 8am-6pm
Thursday 8am-6pm
Friday 8am-6pm
Saturday 8am-6pm
Sunday 11am-9pm
-Business Type: Meal Prep Services

**NORTH CENTRAL BARBERSHOP & SALON (SUITE T -116 UPSTAIRS)**
-Operating hours:
Monday 10am – 6pm
Tuesday 10am – 7pm
Wednesday 10am – 7pm
Thursday 10am – 7pm
Friday 10am – 7pm
Saturday 10am – 6pm
Sunday Closed
-Business Type: Barbershop
-4,000 sqft (Suite T)

**Mels Kitchen Café Address (SUITE I -124)**
-Operating hours:
Monday 11am to 7pm
Tuesday 11am to 7pm
Wednesday 11am to 7pm
Thursday 11am to 7pm
Friday 11am to 7pm
Saturday 12pm to 6pm
Sunday 12pm to 6pm
-Business Type: Meal Preps
-1,000 sqft (Suite I)

**The Snack Spot (SUITE F -110)**
-Operating hours:
Monday closed
Tuesday 1pm-10pm
Wednesday 1pm-10pm
Thursday 1pm-10pm
Friday 11am to 11pm

Saturday 1pm-11pm
Sunday Closed
-Business Type: Snack Restaurant
-1,000 sqft (suite F)

**The Castilian Royale Receptionist (SUITE R/S -136)**
-Operating Hrs:
Friday 11am – 5am
Saturday 12pm – 5am
Sunday 11am-3am
Monday 11am – 5pm
Tuesday 11am – 8:30pm
Wednesday 11am – 8:30pm
Thursday 11am – 8:30pm
-Business Type: Reception Salon
-1,000 sqft (Suite R)
-7,900 sqft (Suite S)

ZC-040-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT
FOR INFORMATION CALL (Bar)
CITY PLANNING DEPARTMENT
794-1613
bitcoin

**ORDINANCE NO. 2025-O-163**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A BAR ON LOTS 1 AND 2, BLOCK 1, SAN ISIDRO MCPHERSON, PHASE IV, LOCATED AT 9802 MCPHERSON ROAD, UNIT 125 AND OUTDOOR PATIO (ONLY – 1,910 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY – 1,910 square feet); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 17, 2025; and,

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

WHEREAS, notice of the Conditional 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 July 21, 2025, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a conditional use permit for a Bar on Lots 1 and 2, Block 1, San Isidro McPherson, Phase IV, located at 9802 McPherson Road, Unit 125 and outdoor patio (ONLY – 1,910 square feet).

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

1. The conditional use permit is restricted 1,910 square feet located within Unit 125 and the outdoor patio as per the site plan, “Exhibit A”, which is made part hereof for all purposes.
2. The hours of operation shall be limited to, from Wednesday to Sunday, 9:00a.m. to 4p.m. and 6p.m. to 2 a.m.
3. Lighting of property shall be provided in accordance with the City of Laredo Land Development Code.
4. Landscaping shall be provided in accordance with the City of Laredo Land Development Code, Section 24.83.
5. 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 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.
6. The establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City’s Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. There shall not be any amplified music, use of any amplified sound system, excessively loud generators, and/or any moving or flashing lights in the outdoor patio. The conditional use permit must comply with all city noise ordinances and all nuisances provisions of the City of Laredo Code of Ordinances.
10. The proposed use shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
11. 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.
12. The proposed use shall undergo an annual Fire Inspection.
13. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: 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.
14. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
15. The proposed use 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.
16. Any use allowed under the current zone or proposed 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 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 _____, 2025.

_____
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:** 9/2/2025 **Final Readings 21.**

**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 Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet).

ZC-056-2025
District II

**Council District:** District 2 **Zone Case:** ZC-056-2025

**Letters sent to property owners:** 14

**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 5 to 0 vote recommended approval of the special use permit. However, two (2) Planning & Zoning Commissioners abstained.

**STAFF RECOMMENDATION - Does not support**
Staff does not support the application.

## ZC-056-2025 – Comprehensive Plan Alignment

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## 1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

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

**Policy 9.2.3:**

*"Encourage neighborhood-serving commercial uses in appropriate locations, and ensure that such uses are designed and managed in ways that are compatible with surrounding neighborhoods."*
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

**Relevance:**
The proposed tobacco shop is situated within a Neighborhood Mixed Use area; however, the site's proximity (254 feet) to residential zoning and non-compliance with minimum distance standards outlined in the Land Development Code raise compatibility concerns. The potential for negative neighborhood impacts (proximity to residential uses, inadequate parking) suggests the proposed use is inconsistent with the compatibility intent of this policy.

---

**Policy 6.2.2:**

*"Promote land use patterns and activities that protect public health and safety."*
— Page 6.22, Viva Laredo City of Laredo Comprehensive Plan.

**Relevance:**
A tobacco shop, particularly one located within close proximity to residential areas, may negatively affect public health objectives by increasing access to tobacco products and potentially exposing nearby residents, including youth, to secondhand smoke and retail activities inconsistent with promoting health. This conflicts with the goal of protecting public health and safety through thoughtful land use planning.

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## 3. Summary of Alignment

The proposed special use permit for a tobacco shop does not align with the intent of the Viva Laredo Comprehensive Plan. While the property lies within a Neighborhood Mixed Use area, the plan explicitly calls for commercial activities to be compatible with surrounding neighborhoods and to support public health. The proposed use:

- **Fails to meet proximity standards** set in the Land Development Code for tobacco shops, indicating a location not appropriate for this type of business.
- **Falls short of promoting compatibility** with nearby single-family residential areas, raising concerns about the shop's impact on neighborhood character and health.
- **Fails to meet parking requirements**, further complicating the site's suitability for the proposed use.

For these reasons, the alignment is best categorized as **Weak/None**, as the proposal lacks identifiable alignment with the plan's stated goals and policies.

Broader planning themes negatively impacted include **public health**, **neighborhood compatibility**, and **quality of life**. There is no evidence of positive intersections with economic development, mobility, sustainability, or engagement objectives outlined in the Plan.

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## 4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan. No other applicable goals or policies identified that would support this proposed use.

**City Council-Regular Meeting**

**Date**: 9/02/2025

**Initiated By**: Ramon Chavez, Assistant City Manager
**Initiated By**: H & Sons, LLC, Owner/Applicant
**Staff Source**: Vanessa Guerra, Planning Director

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**SUBJECT**

**2025-O-164** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet).

**ZC-056-2025**
**District II**

**PREVIOUS COUNCIL ACTION**
On August 18, 2025, City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** II- Ricardo "Richie" Rangel, Jr.

**Proposed use**: The proposed use is for a tobacco shop.

**Site:** The site is currently commercial suites, which contains an amusement redemption machine establishment (maquinitas).

**Minimum Zoning District Required for Proposed Use**: B-3 (Community Business District) with a special use permit.)

**Current Zoning District**: B-4 (Highway Commercial District)

**Surrounding land uses:** To the north of the site is Doc Sigi Perez Loop, vacant, developed land, an apartment complex, and Don Camilo Boulevard. To the east of the site is US Highway 83 and vacant undeveloped land. To the south of the site is vacant undeveloped land and single family residential uses. To the west of the site is vacant, developed land, Tesis Drive, Bilbao Drive, and single family residential uses.

**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 Doc Sigi Perez Loop as a Local Street and identifies US Highway 83 as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

**Letters sent to surrounding property owners:** 14 **In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**
The Planning and Zoning Commission in a 5 to 0 vote recommended approval of the special use permit. However, two (2) Planning & Zoning Commissioners abstained.

**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 tobacco shops located in B-3, B-4, M-1, or M-2.

Staff **does not support** the proposed special use permit for the following reasons:

1. The site does not meet the minimum distance requirement of 800 feet as per the Laredo Land Development Code Section 24.93.6, subsection (5). The measurement shall be made in a straight line, without regard to intervening structure or objects, from the nearest portion of the building or structure used to house the establishment to the nearest property line of the premises of a church or public or private elementary, middle or high school, a day care licensed by the state, a college or a university, public playgrounds, parks, or stadiums.

- The building or structure that houses the establishment is approximately 140 feet from the nearest residential zoning district.

2. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.

- Total parking spaces required for the proposed tobacco shop and commercial structure = 45 parking spaces

- Proposed tobacco shop requires = 5 parking spaces

- Required remaining commercial structure = 40 parking spaces

- Actual amount identified on site plan = 43 parking spaces

- Therefore, the proposed site would need an additional 2 parking spaces.

General Comments:
1. While parking doesn't exist in the vicinity of the site, if they proposed shared parking, the shared parking must be located within 1,000 feet from the principal use, as per the Laredo Land Development Code, Section 24-78.2(i).3.

2. The approval of the special use permit does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

3. Any use allowed under the current zone or proposed special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggest the following conditions:

1. The Special Use Permit is issued to Pablo Ramon Mendivil, and shall be non-transferable.

2. The Special Use Permit is restricted to 1,000 square feet located within Unit 1 as per the site plan,

Exhibit A, which is made part hereof for all purposes.

3. The hours of operation shall be limited to, from Monday to Sunday, 10:00 a.m. to 11:00 p.m.

4. No person under 18 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.

5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of eighteen years of age may enter the establishment unless accompanied by an adult parent or guardian.

6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

8. 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 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.

9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.

11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

14. The establishment shall undergo an annual Fire Inspection.

15. The establishment 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.

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. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.

19. Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to insure that not more than 45% of the establishments gross revenue is derived from

the sale of Drug paraphernalia.

20. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or 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 (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.

21. Any use allowed under the current zone or proposed special use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

**Is this change contrary to the established land use pattern?**
There is one commercial use within the vicinity of the site. However, the site primarily surrounded by vacant, undeveloped land and residential uses.

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

**Will change adversely influence living conditions in the neighborhood?**
Possibly due to the location of the proposed use. It does not meet the distance requirement.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
Yes. The underlying zone requires the special use permit overlay to allow for a Tobacco Shop.

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**Attachments:**
Comp Plan Alignment
Maps
Narrative
Site Plan
Zone Change Signage
Final Ordinance

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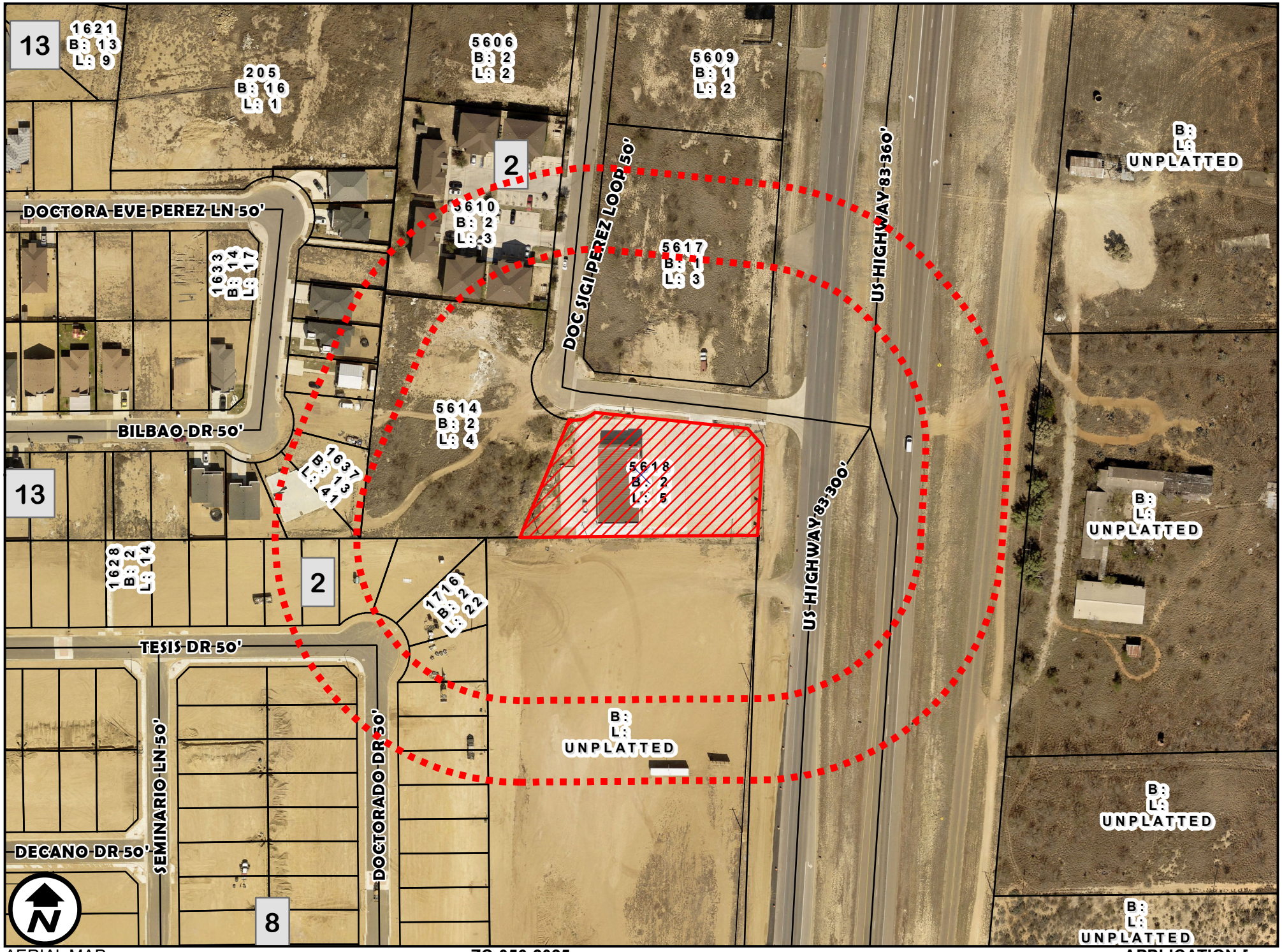
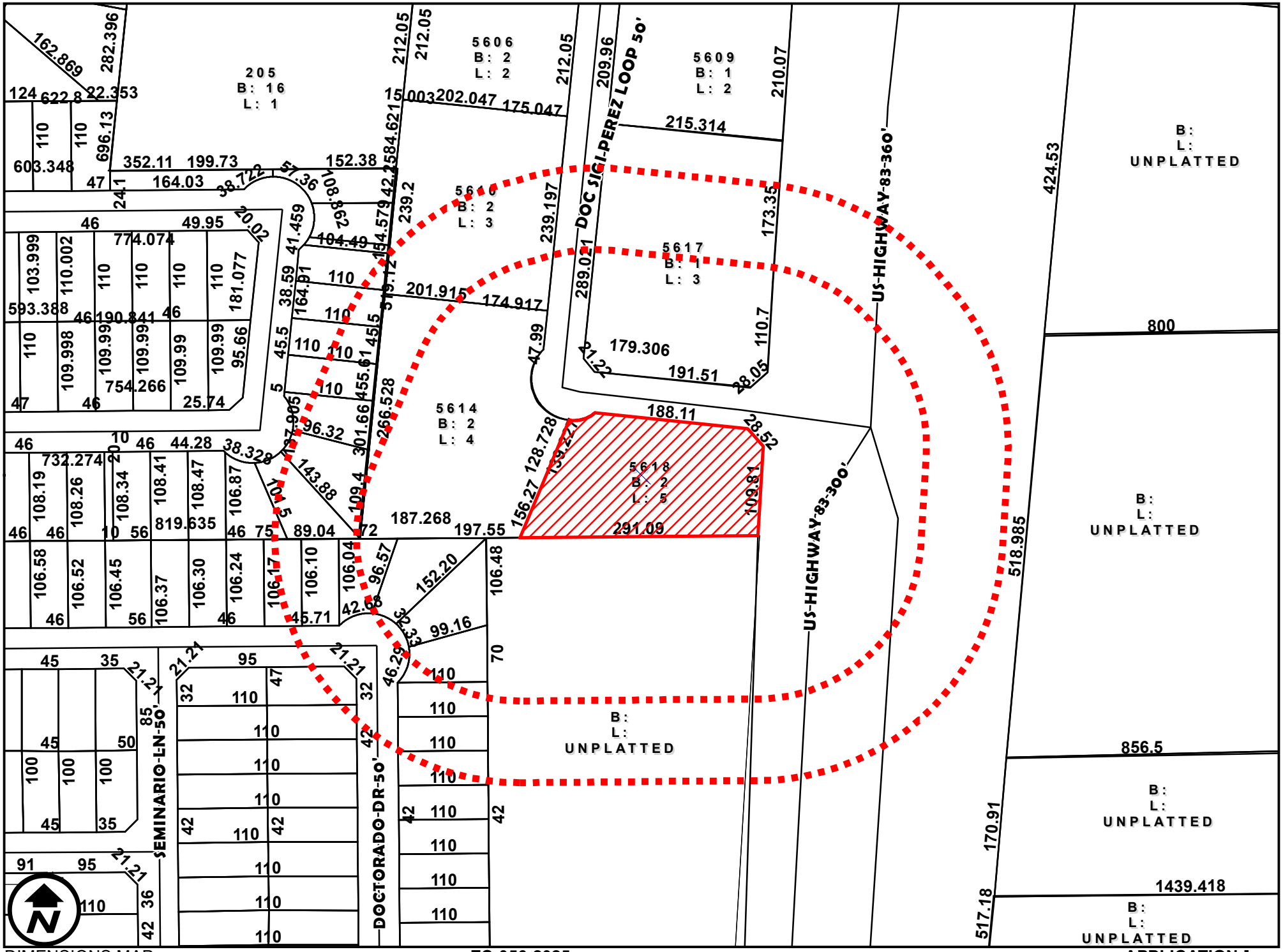



AERIAL MAP

1 inch = 150 feet

**ZC-056-2025**
**COUNCIL DISTRICT 2**
**5618 DOC SIGI PEREZ LOOP**

**APPLICATION F**
**B-4 (HIGHWAY COMMERCIAL DISTRICT)**
**S.U.P FOR TOBACCO SHOP**

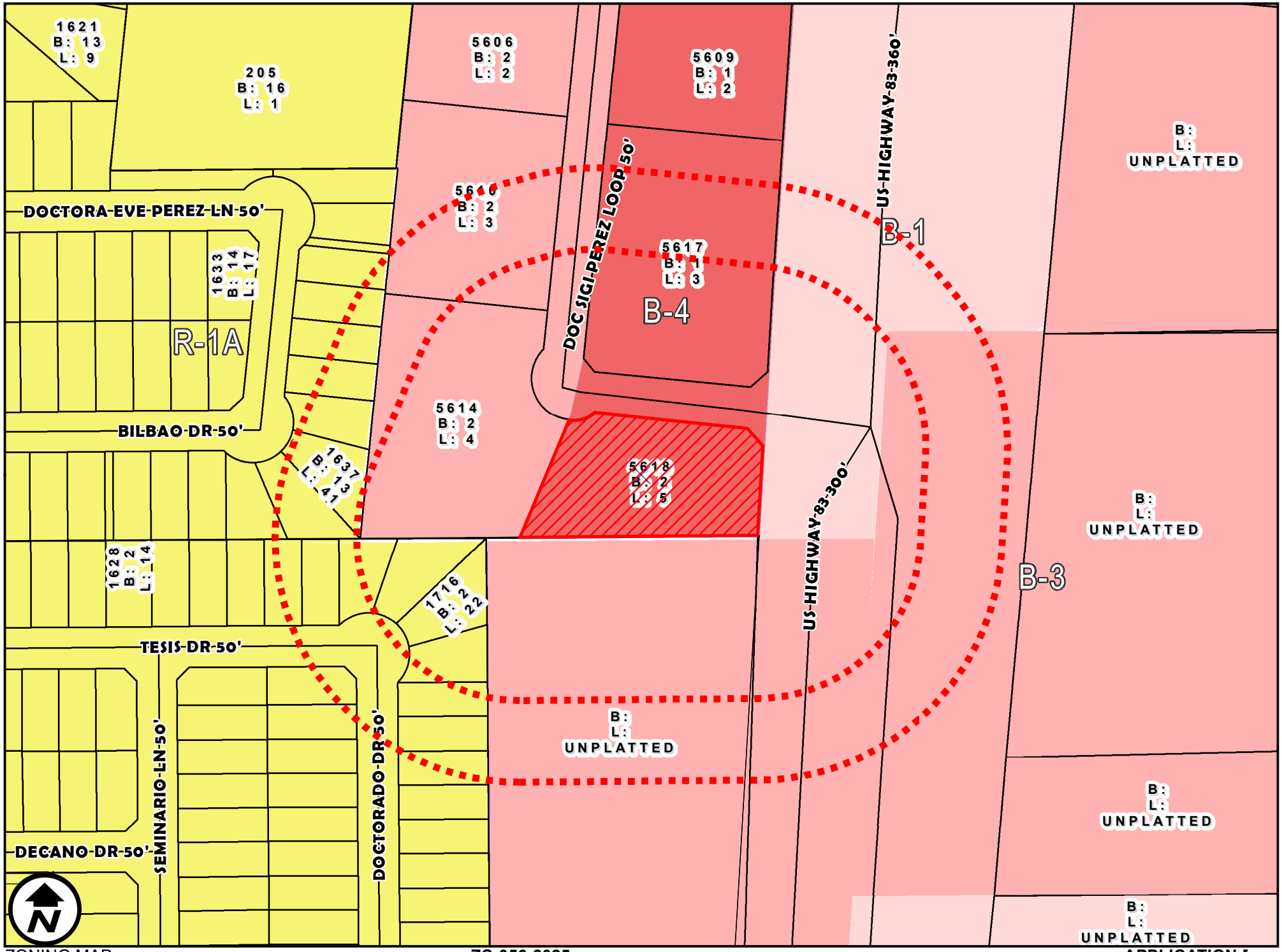



DIMENSIONS MAP

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P FOR TOBACCO SHOP

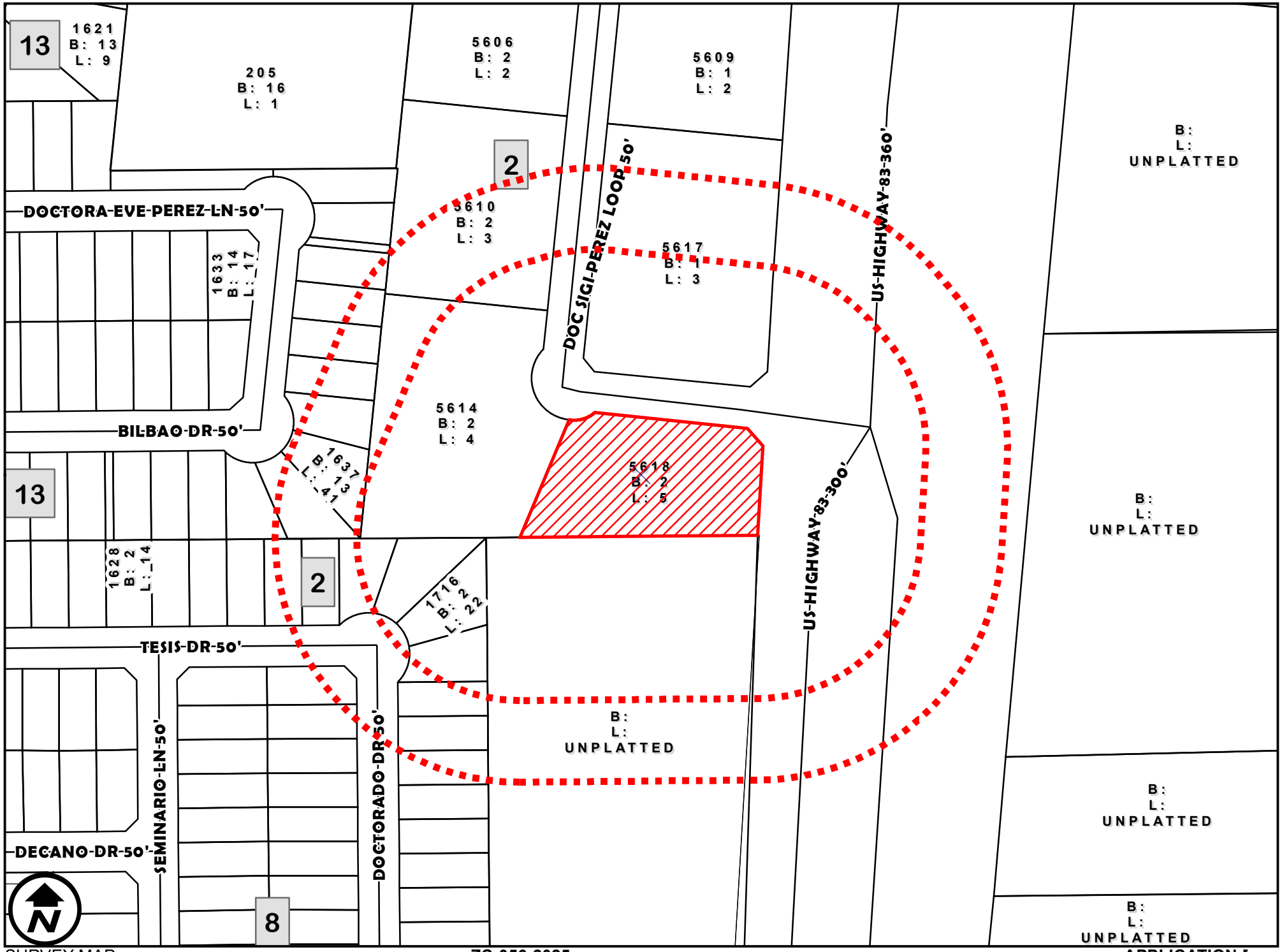



ZONING MAP

1 inch = 150 feet

**ZC-056-2025**
**COUNCIL DISTRICT 2**
**5618 DOC SIGI PEREZ LOOP**

**APPLICATION F**
**B-4 (HIGHWAY COMMERCIAL DISTRICT)**
**S.U.P FOR TOBACCO SHOP**

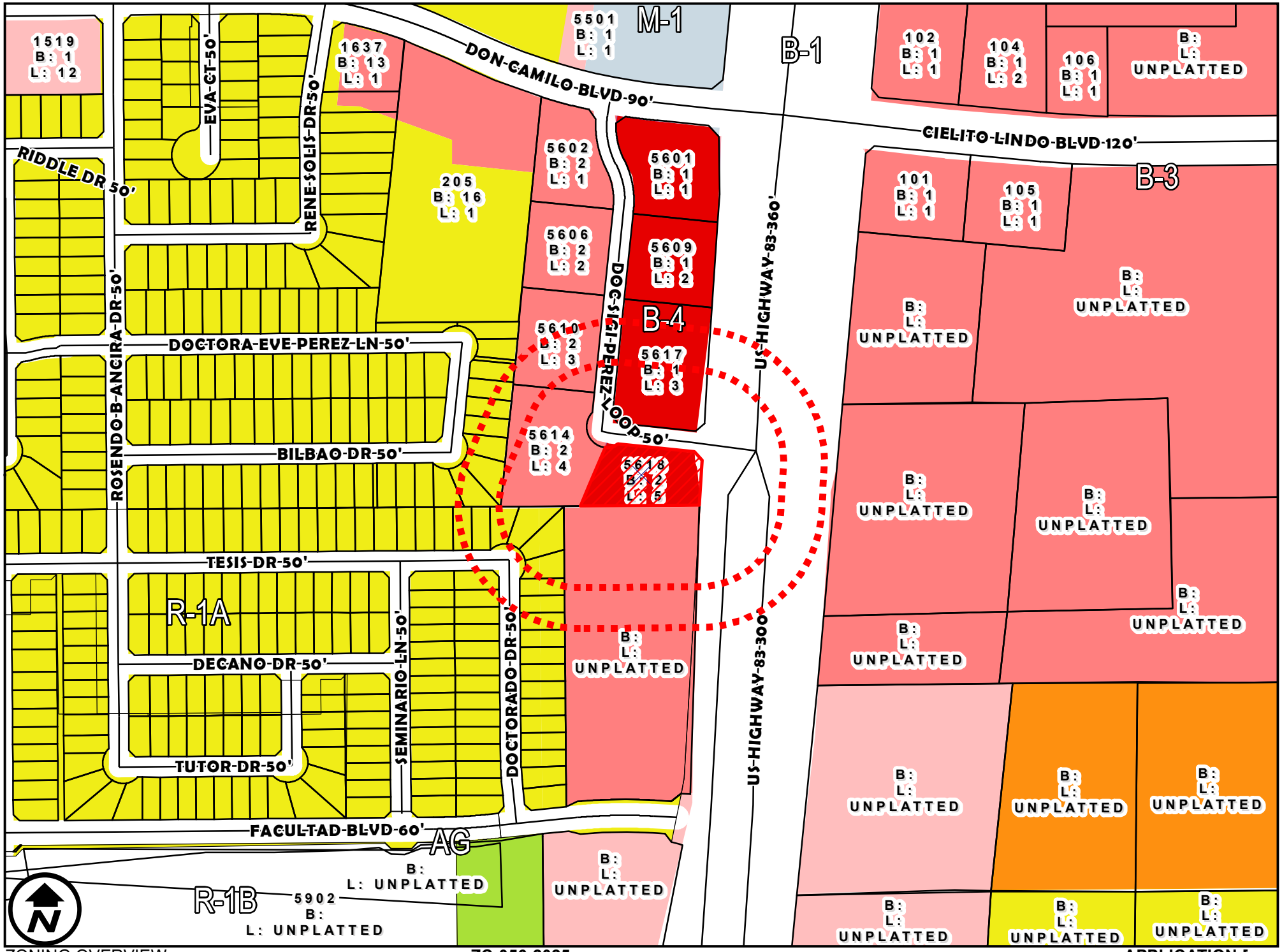



SURVEY MAP

1 inch = 150 feet

**ZC-056-2025**
**COUNCIL DISTRICT 2**
**5618 DOC SIGI PEREZ LOOP**

**APPLICATION F**
**B-4 (HIGHWAY COMMERCIAL DISTRICT)**
**S.U.P FOR TOBACCO SHOP**

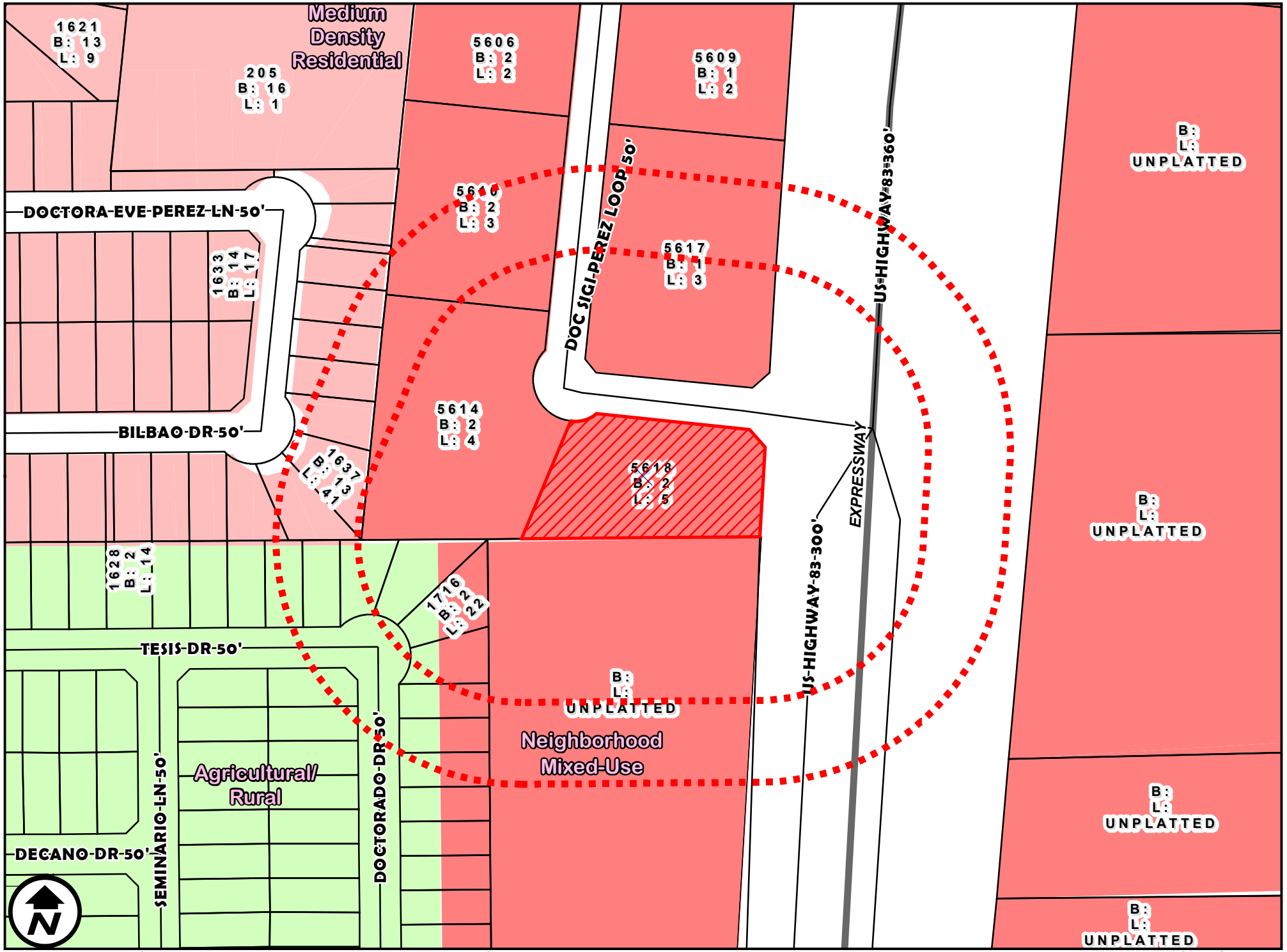



ZONING OVERVIEW

1 inch = 300 feet

**ZC-056-2025**
**COUNCIL DISTRICT 2**
**5618 DOC SIGI PEREZ LOOP**

**APPLICATION F**
**B-4 (HIGHWAY COMMERCIAL DISTRICT)**
**S.U.P FOR TOBACCO SHOP**

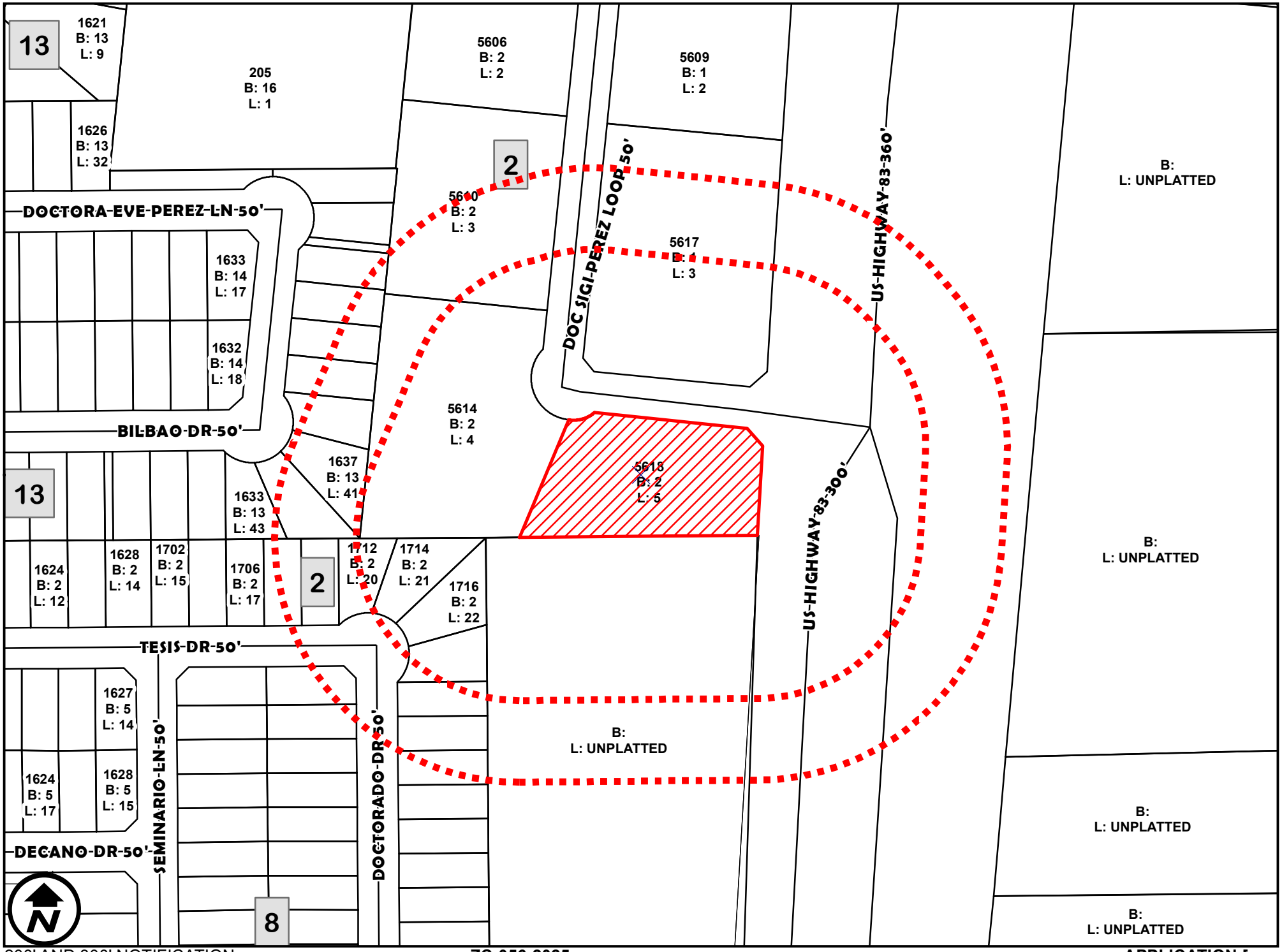



FUTURE LANDUSE

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR TOBACCO SHOP

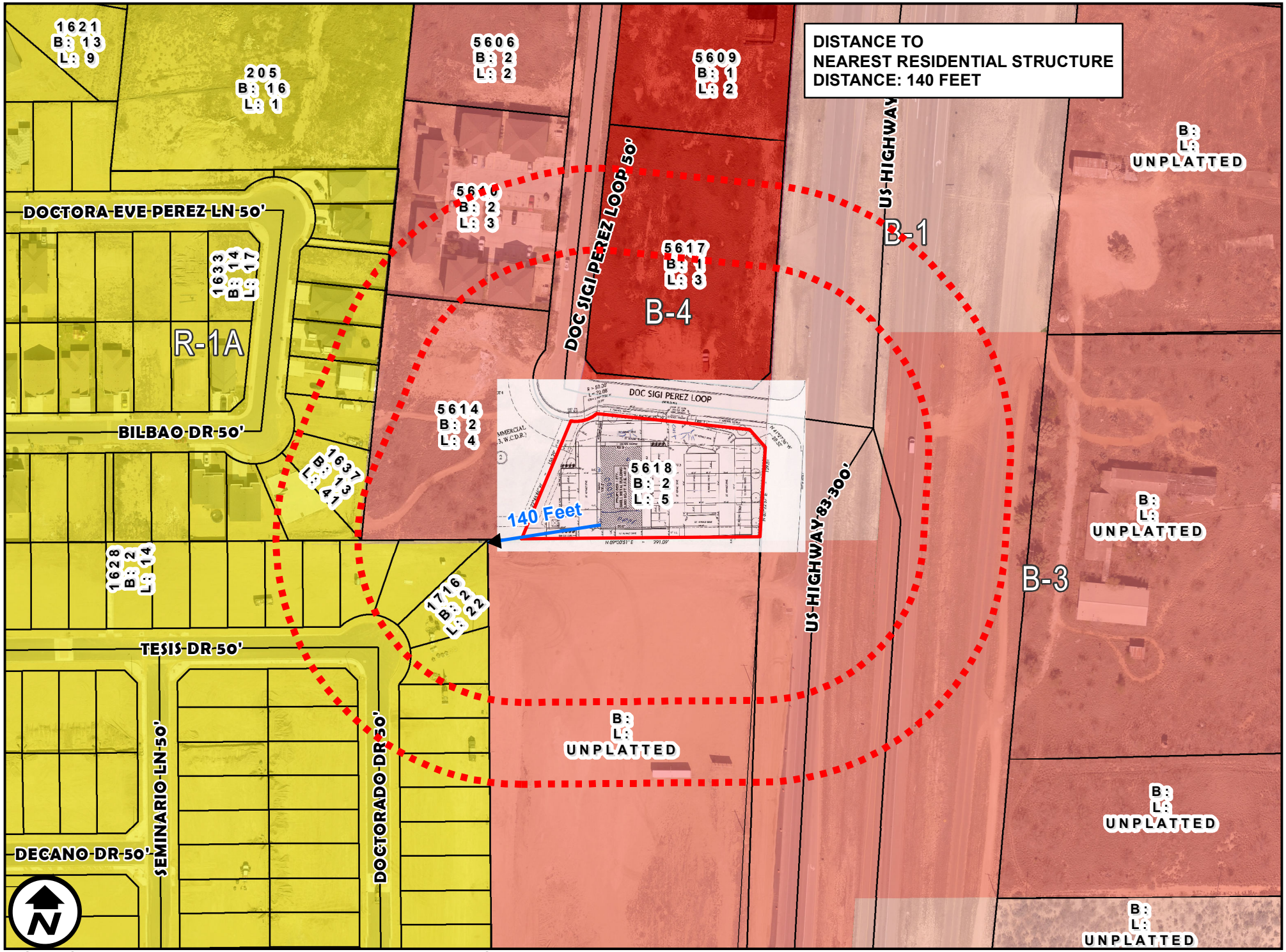



200' AND 300' NOTIFICATION

1 inch = 150 feet

**ZC-056-2025**
**COUNCIL DISTRICT 2**
**5618 DOC SIGI PEREZ LOOP**

**APPLICATION F**
**B-4 (HIGHWAY COMMERCIAL DISTRICT) TO**
**S.U.P FOR TOBACCO SHOP**




DISTANCE MAP

1 inch = 150 feet

ZC-056-2025
COUNCIL DISTRICT 2
5618 DOC SIGI PEREZ LOOP

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P FOR TOBACCO SHOP

NARRATIVE DESCRIPTION
5618 US Highway 83 South

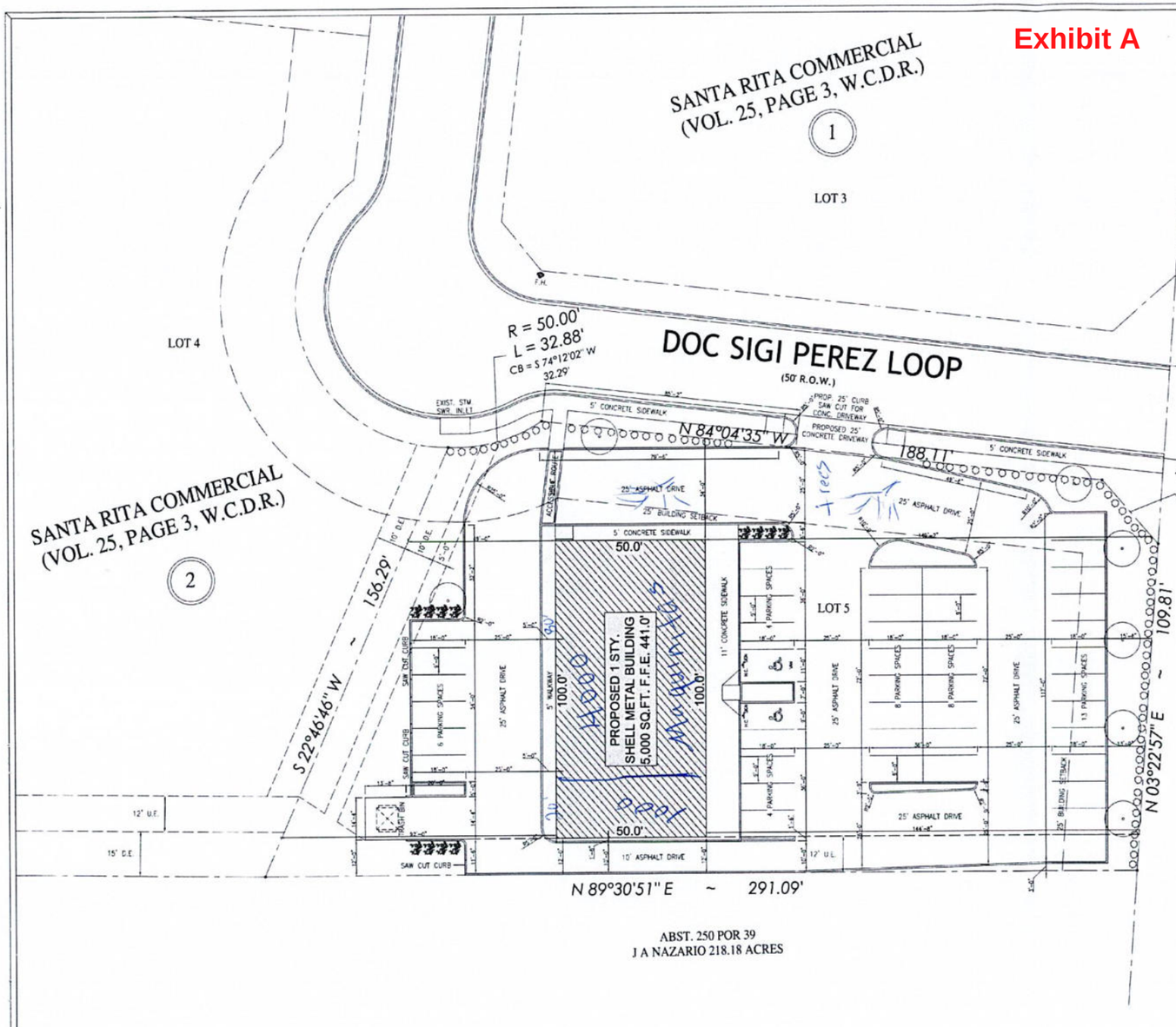
The existing building is 5,000 sq/ft. With 42 parking spaces.
It is the last building going south on Zapata Hwy 83

Presently 4,000 sq/ft are used by maquinitas
with 2 employees
and use about 5-10 parking spaces
Open Monday – Sunday, 11am - 2am

1,000 sq/ft are for the use of the SUP
to sell vape items approximately 80% - vaping devices, oils, e-juices with and without nicotine, pipes, lighters, loose leaf tobacco, cigars, rolling papers, cleaners, ash trays, storing containers, disposable vapes, vape kits, USB charging cables.
Other items 20% - smoking accessories, water, pipes, snacks, gum
have 2 full time employees
use 5 parking spaces
Time of operation 10am-11pm

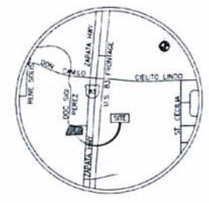
**The days and of operation for the proposed use will be Monday-Sunday as per email by applicant on July 7, 2025 - DG.**

Exhibit A




ABST. 250 POR 39
J A NAZARIO 218.18 ACRES

SITE PLAN
SCALE: 1" = 20'-0"
0 20 40
GRAPHIC SCALE:
SCALE: 1 INCH = 20 FEET




| SITE ANALYSIS | |
|---|---|
| – PROPOSED BUILDING | 5,000 sq ft |
| – PROP. CONCRETE SIDEWALK | 1,466 sq ft |
| – PROP. ASPHALT PARKING LOT | 24,294 sq ft |
| – | – sq ft |
| – | – sq ft |
| – LANDSCAPE AREA | 6,533 sq ft |
| – TOTAL LAND AREA | 37,293 sq ft |

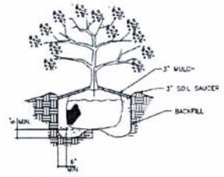
SITE LAYOUT NOTES

1. TX HOOJIX1XI AND VERTICAL LOCATXA Of DCTXC SIMS.=XXCE IMMITS. HVE meh INTFVA.C- from DATA. PROVICD S' O'XxS. H **IT** S WE HET^CN^KIT- OF T3( CONTRACTOR 10 PROTECT AIL EXSTwc **Civics** MT^: **IX** A^IA OF CONSWICPOA THAT ART TO PEMAM IN Stavrc CONTRACTOR SHALL Vt=^> SIZE AHO LOCATICN 0= AU **UI1XIS** PRC" 'O CONSTRUCTION.
2. ALL CKEMWX.S AWE TO **tact** Cf CURB UNLESS OTHERWISE NOTED
3. au. WXN30NS ARE TO Face OF B.URNG. **PtTf** TO ARCHITECTURAL PLANS FOR BUXTWO xOHSTO-S.
4. REFER TO SXTT C-W FOR CCTMLS AHO DIMENSION: of ho curb ramp. scowalkramp. **SWh.**- elap. SEXUALLY TOOLED JOINT. IUCE=Ak EXPIATION JXNT. HC PARKING SIGN PIPE **B.LUW**. HC PRXFINC ST-WE AND Dumpster ENCLOSURE
5. IRITEB 10 LANDSCAPE =VNS FDR OCTALS *=0 twENSAXS OF LANDSCAPE AND HAROSCAPE AREAS

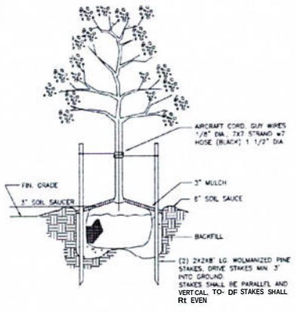
SITE PLAN GENERAL NOTES:

1. THE CONTRACTOR SHALL SECURE All PERMITS AND PA= AU FEES
2. MUCNSIONG ON OPARINOS SMALL HAVE PRECEDENCE OVER SCALED DIMENSIONS **IX** CONTRACTOR SHALL verify BNO BE responsible for conditions at **tx** SITE AND RETORT ANC. D-SGREPANCCS TO **TX** DESIGNER PRC" TO PROCEED**X** WITH WOOK.
3. AU HAZARDOUS UATEPL LXTHCTION.HANCLINC= AND REMOVABLE SHALL BE O'ECTED AND EvEGUTED BY A LICENSED CONTRACTOR LEGAU' ALTORZED TO **nmwu** SUCH WORK.
4. **WNm** ANO PROTECT **+NON** UTUTICS (AOOVI ANO BELOW ORO-NO) FROM DAMAGE. STAtE AND FLAG LOCATIONS CR CAU LTUT" COMPANY TO MART. LOCATXHS.
5. IDENTIFY **"X.** PROTECT **"LI** EASEMENT, STARE AND FLAG LOCATIONS
6. CONFIRM SURREY BENCHUARVS ANG INTENDED ELTyaTIONS
7. PROTECT AU TREES PTTH **BROTECTIJE** RETUNC **24"** MIN DIA.
8. **PROVIDE DESIGNATED TRASH RASH ZONE 15' FROM** Aus TREE. **AX TOOL CLEANUP SHAU X PERFORMED IN DESGNATED AREA**

| PARKING LOT ANALYSIS | |
|---|---|
| – PROPOSED LAND USE | SHOPPING CENTER |
| – PREVICOX LAND USE | VASANT |
| – PCTAIL BUADYC | 5.>00 sq ft |
| – | – |
| – N.MOER OF PARKING SPACES FIEOuIRED FOR PROPOSED DC^LCCMEHT – RETAL BILDWC | [illegible] |
| – NUMBER PARJUNG SPACES PRO-AOC | 43 PARKNG SPACES |
| – HUMBER CT HANCALAF PARKMC SPACES | 1 VAN ACCESSIBLE SPACE A 1 ACCESSIBLE SPACE |




SHRUB PLANTING




TREE PLANTING

| ISSUE LOG 4/20/2020 | |
|---|---|
| NO. | DESCRIPTION |
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| Job No. | |
| Designed by HE | |
| Drawn by HE | |
| Checked by JT | |

PLAZA 83
PROP. SHELL METAL BLDG.
5618 DOC SIGI PEREZ LOOP
LAREDO, TX 78046

JL Trevino & Associates P.L.L.C
9800 Northwest freeway, 500
Houston, Texas 77092
(281) 433-8688/(713) 957-5105
jltandassociates@gmail.com

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Seal
5/4/2020

HECTOR ESCAMILLA
QUALITY CUSTOM DESIGNS
COMMERCIAL & RESIDENTIAL
(956) 326-5381

TERRA CONSTRUCTION
(956) 326-8577

Plot Date
Sheet Name
SITE PLAN
Scale 1" = 20'-0"
Sheet Number
C-01

ZC-056-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT
(Tobacco Shop)
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

**ORDINANCE NO. 2025-O-164**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A FOR A TOBACCO SHOP ON LOT 5, BLOCK 2, SANTA RITA COMMERCIAL SUBDIVISION, LOCATED AT 5618 US HIGHWAY 83 SOUTH, UNIT 1 (1,000 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit for a Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet); 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 August 07, 2025; 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 August 21, 2025, 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 the issuance of a Special Use Permit for a Tobacco Shop on Lot 5, Block 2, Santa Rita Commercial Subdivision, located at 5618 US Highway 83 South, Unit 1 (1,000 square feet).

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 Pablo Ramon Mendivil, and shall be non-transferable.
2. The Special Use Permit is restricted to 1,000 square feet located within Unit 1 as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Sunday, 10:00 a.m. to 11:00 p.m.
4. No person under 18 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.
5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of eighteen years of age may enter the establishment unless accompanied by an adult parent or guardian.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. 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 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.
9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The establishment shall undergo an annual Fire Inspection.
15. The establishment 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.
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. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.
19. Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to ensure that not more than 45% of the establishments gross revenue is derived from the sale of Drug paraphernalia.
20. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or 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 (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.
21. Any use allowed under the current zone or proposed 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 _____, 2025.

_____
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:** 9/2/2025 **Consent Agenda 22.**

**SUBJECT**
Consideration to approve a contract with Kova, Corp, utilizing General Services Administration (GSA) Purchase Contract #GS-35F-011BA in an annual amount of Twenty Two Thousand Three Hundred Ninety Two Dollars and Eighty Four Cents ($22,392.84) for a total contract amount of One Hundred Eleven Thousand Nine Hundred Sixty-Four Dollars and Twenty Cents ($111,964.20) over a Five (5) Year Term Contract for the purpose of extending warranty coverage for the KOVA Emergency Alert Notification System (KEANS). Funding is available in the Laredo International Airport Fund.

**PREVIOUS COUNCIL ACTION**
January 17, 2023.

**BACKGROUND**
In January 2023, the Laredo City Council approved the purchase and installation for labor, materials, design, testing, training, documentation, maintenance, and remote based support for software KOVA Emergency Alert Notification Systems (KEANS). The KOVA Emergency Alert Notification System (KEANS) is a critical software system used for emergency alerts and notifications at the Laredo International Airport. KOVA continued After installation, KOVA Corp. continued to provide remote based support for a year.

The Airport is requesting to approve a five year contract with KOVA Corp for a total of $111,964.84 for the purposes of extending warranty coverage for KEANS. Continued warranty coverage is essential for maintaining reliable operation, technical support, and necessary updates. Because the Laredo International Airport is a Part 139 airport, it is mandatory to have full functioning emergency communication system through 14 CFR 139.

**COMMITTEE RECOMMENDATION**
Click or tap here to enter text.

**STAFF RECOMMENDATION**
Staff recommends the approval of this contract.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025-2026 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Laredo International Airport Fund. |
| Account #: | 242-3635-583-55-88 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in the Laredo International Airport Fund account 242-3635-583-55-88.

102 East Bay Ave, Suite J • Manahawkin, NJ, 08050
800.204.5200 • Fax 800.879.0720
www.kovacorp.com

July 7, 2025

Angelita “Angel” Ramos
Airport Police Division
Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041

Subject: Extended Warranty and Support of Emergency Notification System “Crash Phone”

Dear Ms. Ramos,

The current extended warranty and support plan covering your KOVA Emergency Alert Notification System (KEANS) will expire on 09/13/2025. You can purchase an extended warranty on a 1, 3 or 5 year term basis, with corresponding discounts applied for longer term lengths. The extended warranty coverage details can be found below:

**KOVA Corp. Gold Extended Warranty with Complimentary Speech to Text Feature**
***Support Access: 24x7x365 Availability***
***Components Covered: Both Software and Hardware (Next day parts availability)***
Plan Details: This mission critical plan includes Remote Technical Support Assistance, Online Resources, Software Error Corrections, and Software Updates. In addition, systems with a Gold Plan have active software monitoring services enabled, as well as an email alerting feature enabled for any system alerts as they are generated (mp3 file delivery via email). Note that software upgrades (within version release purchased) are provided at no additional charge as long as the hardware platform can support the upgrade. This plan also includes a subscription to KOVA’s patent pending Speech to Text Feature included at no charge. Our Speech To Text Feature is deployed as a colo-based installation, with incoming versions of the alert (both an audio file and associated pertinent text transcription) emailed approximately 20 seconds after the alert broadcast is made. Finally, KOVA Gold level support includes modifications to the current software configuration. As long as requested changes don’t involve new code development or hardware, KOVA will make any modification to the current alert process, allowing you to continually hone your processes for ultimate efficiency.

Single Year Term Contract (09/14/25-09/13/26): $23,571.41
*Three Year Term Contract (09/14/25-09/13/28): $22,864.27 (3% multi-year contract savings)
*Five Year Term Contract (09/14/25-09/13/30): $22,392.84 (5% multi-year contract savings)

**Note: multi-year contracts will be billed in annual installments due 09/14 each year of the contract.*

With regard to the option to engage KOVA Technical Support on an as-needed basis in the future should you decide NOT to purchase an extended warranty and support plan, that is also available. Please note, however, that for customers who elect to proceed on a time and materials basis, that there is a $1,000 Ticket Opening Fee per issue, plus a 2 Hour minimum labor charge at KOVA’s Standard rate of $250.00 per hour for remote support, plus the cost of any parts required. Should onsite visit be required, the rate is $450 per hour with a four hour onsite minimum charge. In addition, this service (Time and Materials) requires both hardware and software to be at the then current hardware and software levels. There will be charges to bring the system into compliance before troubleshooting can begin. This provides an avenue for Agencies to get back into a warranty after 3, 4, or 5 years, but the corresponding cost would be dependent upon the charges required to bring the system back into compliance within the above parameters at the time of the request for service. Customers not under warranty do **NOT** have Speech to Text Transcription services in which incoming versions of alerts (both an audio file and associated pertinent text transcription) are emailed approximately 30 seconds after the alert broadcast is made.

Components to be Covered:

| Qty | Item Code | Description |
|---|---|---|
| 6 | KOVA-EANS-IP-PHONE | KOVA IP Based Desk/Wall phone with System Endpoint License |
| 2 | SIP-ADAPTER | KOVA SIP Interface for Connectivity to Westnet System |
| 1 | KOVA-EXEC-IP-PHONE | KOVA Executive multi button phone (for tower) with System Endpoint License |
| 1 | WALL-SPEAKER-STROBE | KOVA Wall Speaker with Built In Strobe with System Endpoint License |
| 2 | MULT-COLOR-STROBE | KOVA multi-colored strobe with System Endpoint License |
| 1 | 24-PORT-SWITCH | 24 port switch for core connections |
| 3 | 8-PORT-SWITCH | 8 port switch |
| 4 | HORN_SPEAKER | KOVA Horn Speaker with System Endpoint License |
| 1 | PHYSICAL-SERVER-PRI | KOVA Provided Primary physical server |
| 1 | PHYSICAL-SERVER-BCK | KOA Provided Backup physical server |
| 1 | KOVA-IF-KEANS-TABLET | KEANS Tablet interface with System Endpoint License |
| 1 | KOVA-IF-KEANS-TABLET-STAND | KEANS tablet interface Stand |
| 2 | KOVA-IF-KEANS-SPR-CEILING | KEANS Ceiling Speaker with System Endpoint License |
| 1 | KOVA-IF-KEANS-LIGHT-SOUND | KEANS wake up light/sound with System Endpoint License |
| 1 | KOVA-IF-KEANS-LIGHT-SOUND-WB | KEANS wake up light/sound wall bracket |
| 1 | KOVA-IF-KEANS-SWITCH-24H | KEANS certified high power 24 port POE switch |

Should you have any questions, please feel free to reach me at 609-597-1498 x 216.

Best Regards,

*Colleen Sternlieb*

Colleen Sternlieb
Administrative Assistant
KOVA Corp.
CSternlieb@kovacorp.com

KOVACORP
PLATINUM PERFORMANCE GUARANTEED
102 East Bay Ave, Suite J • Manahawkin, NJ, NJ 08050
800.204.5200 • Fax 800.879.0720
www.kovacorp.com

July 28, 2025

Angelita "Angel" Ramos
Airport Police Division
Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041

RE: GSA Sole Source Justification for Procurement of KEANS Gold Warranty

To Whom It May Concern:

KOVA, Corp. (a small business designated by the Federal Government with a valid Government Services Advantage Schedule 70 Award) is the sole manufacturer of KEANS® (KOVA Emergency Alert Notification System). A copy of the Standard Form 30 Issued by GSA along with a copy of our latest approved GSA Pricelist is attached for reference. The GSA schedule information can be found online at:

https://www.gsaelibrary.gsa.gov/ElibMain/home.dohttp:/www.gsaelibrary.%20gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-011BA&contractorName=KOVA%2C+CORP.&executeQuery=YES

Specifically, the GSA line item quoted to Laredo International Airport is the item code for the Gold Extended Warranty as listed on the GSA website:

| | | |
|---|---|---|
| 811212 | KOVA-MAINTENANCE-GOLD-PLAN-GOVT-EXTENDED | 25% of solution list price |

**KOVA Corp. Gold Extended Warranty Summary:**

***Support Access: 24x7x365 Availability***
***Components Covered: Both Software and Hardware (Next day parts availability)***
**Plan Details:** This mission critical plan includes Remote Technical Support Assistance, Online Resources, Software Error Corrections, and Software Updates. In addition, systems with a Gold Plan have active software monitoring services enabled, as well as an email alerting feature enabled for any system alerts as they are generated (mp3 file delivery via email). Note that software upgrades (within version release purchased) are provided at no additional charge as long as the hardware platform can support the upgrade. This plan also includes a subscription to KOVA's patent pending Speech to Text Feature included at no charge. Our Speech To Text Feature is deployed as a colo-based installation, with incoming versions of the alert (both an audio file and associated pertinent text transcription) emailed approximately 20 seconds after the alert broadcast is made. Finally, KOVA Gold level support includes modifications to the current software configuration. As long as requested changes don't involve new code development or hardware, KOVA will make any modification to the current alert process, allowing you to continually hone your processes for ultimate efficiency. This package also includes complimentary Speech to Text Transcription.

**GSA Pricing:** Single Year Term Contract (09/14/25-09/13/26): $23,571.41
*Three Year Term Contract (09/14/25-09/13/28): $22,864.27 (3% multi-year contract savings)
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Should you have any questions, please feel free to reach me at 609-597-1498 x 216.

Best Regards,

*Colleen Sternlieb*

Colleen Sternlieb
Administrative Assistant
KOVA Corp.
CSternlieb@kovacorp.com

Attachments (1): KOVA GSA Pricelist GS-35F-011BA

| | |
|---|---|
| Joseph Neeb<br>Customer Name (Printed) | Date |
| Authorized Signature | City Manager<br>Title |
| Vendor Representative Name (Printed) | Date |
| Authorized Signature | Title |
| Gilberto Sanchez<br>Airport Representative Name (Printed) | Date |
| Authorized Signature | Airport Director<br>Title |
| Francisco J. De Hoyos<br>Airport Division Representative | 8/1/2025<br>Date |
| Authorized Signature | Airport Police Chief<br>Title |

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Contractor Information

(Vendors) How to change your company information

| | | | | |
|---|---|---|---|---|
| Contract #: | GS-35F-011BA | Socio-Economic : | Small Business | Govt. POC: Collin Farquhar |
| Contractor: | KOVA CORP. | | | 617-283-4650 |
| Address: | 102 E BAY AVE<br>STE J<br>MANAHAWKIN, NJ 08050-3175 | Current Option Period End Date : | Oct 14, 2028 | collin.farquhar@gsa.gov |
| | | Ultimate Contract End Date : | Oct 14, 2033 | Terms & Conditions + Price List |
| Call: | 800-204-5200 | | | |
| Email: | CSilva@kovacorp.com | | | |
| Web Address: | http://www.kovacorp.com | | | |
| SAM UEI: | DLA4XPA86LB1 | | | |
| NAICS: | 334290 | | | |

Contract Clauses/Exceptions:
View the specifics for this contract

EPLS : Contractor not found on the Excluded Parties List System

| Source | Title | Contract Number | Terms & Conditions / Price List | Current Option Period End Date | Ultimate Contract End Date | Category | | View Catalog |
|---|---|---|---|---|---|---|---|---|
| MAS | Multiple Award Schedule | GS-35F-011BA | Terms & Conditions + Price List | Oct 14, 2028 | Oct 14, 2033 | 33411 | Indi Indi | GSA Adva |
| | | | | | | 511210 | Indi Indi | GSA Adva |

| | | | |
|---|---|---|---|
| 54151 | Indi | Indi | GSA Adva |
| 811212 | Indi | Indi | GSA Adva |
| ANCILLARY | Indi | Indi | GSA Adva |
| OLM | Indi | Indi | GSA Adva |

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# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Consent Agenda 23.**

### SUBJECT
Authorizing the City Manager to enter into contract and award 2024 HOME Investment Partnerships Program (HOME), Community Housing Development Organization (CHDO) set-aside funds in the amount of $150,000.00.

1. $150,000.00 to Habitat for Humanity of Laredo, for the construction of two single- family homes.

Funding is available in the Home Investment Partnership Fund.

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

**Policy 4.1.1** - "Encourage the development of affordable housing in appropriate locations throughout the city." (Viva Laredo Comprehensive Plan, p. 4.4)

*This policy is directly supported as the HOME CHDO set-aside funds are specifically allocated for the construction of affordable single-family homes.*

**Policy 4.1.2** - "Support partnerships with nonprofit and private developers to increase the supply of affordable housing." (Viva Laredo Comprehensive Plan, p. 4.4)

*The allocation to Habitat for Humanity, a nonprofit housing developer, exemplifies the Plan's directive to work collaboratively to expand affordable housing options.*

**Goal 4.1** - "Expand the supply of quality, affordable housing." (Viva Laredo Comprehensive Plan, p. 4.4)

*The construction of two single-family homes directly increases the availability of affordable housing stock in Laredo.*

### Summary of alignment:
This agenda item strongly aligns with the Viva Laredo Comprehensive Plan's explicit goals and policies regarding affordable housing development. By allocating $150,000 from the HOME CHDO set-aside to Habitat for Humanity of Laredo for the construction of two single-family homes, the City is fulfilling Policy 4.1.1's directive to encourage affordable housing development and Policy 4.1.2's emphasis on fostering partnerships with nonprofit developers. The project directly contributes to Goal 4.1's call to expand the supply of quality, affordable housing, advancing broader planning themes of equity, neighborhood stability, and community development. The investment also supports long-term housing affordability strategies while leveraging federal funding to meet local housing needs.

### PREVIOUS COUNCIL ACTION
N/A

**BACKGROUND**
In 2024, the City received a HOME Investment Partnership Program Entitlement of $957,640.68 through statutory requirements; the City is obligated to set aside a minimum of 15% of the Program Year's funds for use by a CHDO(s).

A Community Development Housing Organization (CHDO) is a private, non-profit organization that engages in the development of affordable housing and meets the requirements as stipulated in the Home Investment Partnerships Program (HOME) Rule. In order for a CHDO to receive HOME funds, a CHDO must act as a developer, sponsor, and/or owner of housing. Habitat for Humanity of Laredo is a CHDO.

Habitat for Humanity of Laredo and NeighborWorks Laredo submitted proposals, which were reviewed and assessed by a City Staff committee. Based on the evaluation scores, it is recommended that NeighborWorks Laredo receive no funding, as they have previously been allocated funds that remain unspent and to award $150,000.00 to Habitat for Humanity of Laredo to construct two (2) single family housing units.

Habitat for Humanity of Laredo must submit site location to the City for environmental review, decision-making and other actions in compliance with 24CFR, Part 58 prior to project start.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends this motion be passed.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | HOME INV. FUND |
| Account #: | 217-6970 |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**
Funding is available in the HOME Investment Partnerships Program (HOME) Fund $150,000 account 217-6970-563-7541, project HO25AD.

**DRAFT CONTRACT BETWEEN**
**CITY OF LAREDO**
**AND**
**LAREDO WEBB NEIGHBORHOOD HOUSING SERVICES, INC. D/B/A NEIGHBORWORKS LAREDO**
***For***
***HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS***

## SECTION 1. PARTIES

This contract is made between the CITY OF LAREDO, [hereinafter referred to as "City"] and Habitat for Humanity of Laredo, Inc. [hereinafter referred to as "Developer"]. The parties bind themselves to the mutual obligations of the contract, and to the performance and accomplishment of the tasks described in the contract.

## SECTION 2. CONTRACT PERIOD

This contract is effective from date of signature and actual performance shall begin on October ____, 2025 and shall terminate fifteen (15) years after project completion unless otherwise specifically provided by the terms of this contract.

## SECTION 3. DEVELOPER PERFORMANCE

A. Developer's standard of performance shall be that as required and established by the HOME Program's Community Housing Development Organization (CHDO) Program. Developer shall be awarded 2024 Home Investment Partnership Program funds totaling One Hundred and Fifty Thousand and 00/100 Dollars ($150,000.00).

B. Developer shall expend grant funds to assist in part with the construction of two (2) single-family housing units, as illustrated in Exhibit 1. This home will be located inside Laredo's city limits and will be made available to households earning between 25% - 80% of the Area Median Family Income (AMFI). Exhibit 2

C. Developer shall expend CHDO funds to construct two (2) single family housing units as per the following contract time of performance:

   a. Construction must begin within 12 Months of Project Commitment (date of this contract). Land banking is strictly prohibited in the HOME program.

   b. Homes must be sold to eligible homebuyer within 9 months of the date of Construction completion; construction completion is determined by the date of the certification of occupancy (CO).

   c. Developer shall expend funds to construct two (2) modest, decent, single-family affordable housing unit for a low-income family in our community within three (3) years from the date of signing this contract. Deadline for disbursement of funds will be October ____, 2028.

D. The Developer must submit site location to the City for environmental review, decision making, and other actions in compliance with 24 CFR, Part 58 prior to project start. Award of funds is contingent on completion of environmental review and release of funds by the U.S. Department of Housing and Urban Development.

   a. Notwithstanding any provision of this contract, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

   b. Developer is prohibited from undertaking or committing any funds to physical or choice-limited actions, including property acquisitions, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and the violation of this provision may result in the denial of any funds under the agreement.

E. Developer must obtain all applicable building permits and adhere to local building code requirements.

DRAFT

F. Once occupied homes will carry an affordability requirement based on the amount of Homeownership assistance (subsidy) provided per unit as illustrated in the following table and Exhibit 3 24 CFR 92.254 Home Investment Partnership Program Final Rule.

| Homeownership assistance HOME amount per-unit | Minimum period of affordability in years |
|---|---|
| Under $15,000 | 5 |
| $15,000 to $40,000 | 10 |
| Over $40,000 | 15 |

G. Developer shall comply with 24 CFR 92.254(a)(2)(iii). Housing Constructed under this contract is not to exceed 95 percent of the median purchase price for the area published by HUD.

| State | Area | Existing Homes Purchase Price Limit | New Homes Purchase Price Limit |
|---|---|---|---|
| *TX* | *Laredo* | *1-unit* | *1-unit* |
| | | $219,000 | $273,000 |

H. Developer shall comply with 24 CFR 92.254(a) requiring conversion of unsold homebuyer units to rental units 9 months after construction completion if homebuyer unit remains unsold.

I. Developer must maintain applicant eligibility certifications on file and ensure that the applicant meets the following underwriting requirements.

a. Developer must maintain for each household a low-income certification, supported by check stubs or any other documents, which are used as proof of income and provide anticipated income information. The household income must not exceed 80% HAMFI as per HUD Section 8 Program Income Guidelines (updated annually). Incomes of all household members who will occupy the home will be included in the income calculations, except for those of full-time students or persons working under the age of 18. Reference should be made to 24 CFR Part 5 to determine a household total annual income for program eligibility. Part 5 definition of annual income is the gross amount of income that is anticipated to be received during the coming 12-month period for all adult household members. Please refer to HUD's website for a copy of 24 CFR Part5, General Requirements, and Calculating Annual Income.

b. Applicants must not exceed the allowable housing ratio ("front end ratio") of 38% and the maximum debt-to-income ratio ("back end ratio") of 48%. Homeowners association fees are considered as part of the housing (front end) ratio, and may impact the homebuyers loan qualifications.

Net Income is also calculated for every file to ensure that applicants will be able to pay for all essentials on a monthly basis (i.e. mortgage payment, home insurance, taxes, utilities, liabilities, etc.).

c. The applicant(s) must be a first-time homebuyer who has not owned a home during the three-year period immediately prior to assistance with HOME funds. Exception to this rule is a displaced homemaker and/or a recent single parent who did not receive ownership of the home through a divorce settlement.

d. Proof of residency including utility bills and rent receipts. All applicants must reside within the City of Laredo for the past six months prior to being assisted.

e. HUD Approved Housing Counseling Certification as per 24 CFR 92.254(a)(3).

J. Developer shall administer the 15% set-aside CHDO funds in accordance with the HOME Investment Partnership Program Act of 1990, 42 u.s.c. 127001 et.seq. included as Exhibit 3 and the implementing regulations, 24 CFR Part 92, applicable laws and regulations, and Program Certifications included as Exhibit 4.

## SECTION 4. CITY OF LAREDO OBLIGATIONS

A. Measure of City's fiscal obligation

a. In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract the City of Laredo shall award, as a grant, HOME Investment Partnership Program funds totaling One Hundred and Fifty Thousand and 00/100 Dollars ($150,000.00).

b. The City of Laredo shall not be liable to Developer for any costs incurred by Developer that are not strictly in accordance with the terms of this contract.

c. The City of Laredo shall not be liable to Developer for any costs incurred or performance rendered by Developer before commencement of this contract or after termination of this contract.

d. The City of Laredo assumes the responsibilities for environmental review, decision-making, and other actions in compliance with 24CFR, Part 58.

e. The City will verify that the project adheres to local building code requirements by conducting progress and completion inspections of construction.

B. Limit of City's fiscal obligation

Not withstanding any other provisions of this contract, the total of all payments and other obligations incurred by Developer under this contract shall not exceed the sum of $150,000.00 specified in Section 4(A)(1).

**SECTION 5. DISBURSEMENT OF FUNDS**

A. City shall reimburse eligible costs incurred under this contract in accordance with the requirements of 24 CFR 92.502. Developer may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

B. It is expressly understood and agreed by the parties that any payments under this contract are contingent upon Developer's full and satisfactory performance of its obligations under this contract. City reserves the right to recapture funds provided under this contract in the event that the City determines that Developer will be unable to expend funds within the prescribed time as stated on Section 3 of this contract.

C. It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 5, or in any other provision of this contract, shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**SECTION 6. RETENTION AND ACCESSIBILITY OF RECORDS**

A. Developer must establish and maintain sufficient records, as determined by the City in section 7, including those records specified as being required in 24 CFR, Section 92.508:

B. Developer shall give the City, the Department of Housing and Urban Development, or any other duly authorized representatives of either, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Developer pertaining to this contract. Such rights to access shall continue as long as the records are retained by Developer. Developer agrees to maintain such records in an accessible location.

C. All records pertinent to this contract shall be retained by Developer for five years after the affordability period terminates, following the date of termination of this contract or the submission of the final close-out report, whichever is later, with the following exceptions:

a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

b. Records covering displacement and acquisitions must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. Developer shall include the substance of this Section 6 in all subcontracts.

E. Developer must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

**SECTION 7. REPORTING REQUIREMENTS**

A. Developer shall submit to the City such reports on the operation and performance of this contract as may be required by the City including but not limited to the reports specified in this Section 7. Developer shall provide the City with all reports necessary for City of Laredo's compliance with 24 CFR 92.508 and 24 CFR92 Subpart L.

a. Records demonstrating a full description of each project assisted with HOME funds, including the location (address of each unit), form of HOME assistance, and the units assisted with HOME funds.

b. Records demonstrating the source and application of funds for each project, including supporting documentation in accordance with 2 CRF 200.300 - .309 (Exhibit 5); and records to document the eligibility of the project costs, including the documentation of the actual HOME-Eligible costs of each HOME-assisted unit (through allocation of costs if permissible under 92.205 (d)) where HOME funds are used to assist less than all of the units in a multi-unit project.

c. Records demonstrating that each homeownership project meet the minimum per-unit subsidy amount of 92.205 (c), the maximum per-unit subsidy amount of 92.250 (a) and the subsidy layering and underwriting evaluation adopted in accordance with 92.250(b).

d. Records demonstrating beneficiary information.

e. Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203.

f. Records demonstrating that each homeownership housing project meets the affordability requirements of 24 CFR 92.254 for the required period.

g. Records (e.g. Inspection reports) demonstrating that each project meets the property standards of 24 CFR 92.251at project completion.

h. Records demonstrating adequate budget control, in accordance with 2 CFR Part 200.300 - 200.309 (Exhibit 5), including evidence of periodic account reconciliations.

i. Records demonstrating compliance with the labor requirements of 24 CFR 92.354, including contract provisions and payroll records.

B. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties hereto that if Developer fails to submit to the City in a timely and satisfactorily manner any report required by this contract, the City may, at its sole operation and in its sole discretion, withhold any or all payments otherwise due or requested by Developer hereunder. If the City withholds such payments, it shall notify Developer in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the City until such time as the delinquent obligations for which funds are withheld are fulfilled by Developer.

**SECTION 8. MONITORING**

A. The City reserves the right to carry out field inspections to ensure compliance with the requirements of this contract. These inspections will be conducted in a yearly basis during the period of affordability of the project.

B. After each monitoring visit, the City shall provide Developer with a written report of the monitor's findings. If the monitoring reports note deficiencies in Developer's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Developer. Failure by Developer to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 15 and 16 of this Contract.

**SECTION 9. INDEPENDENT DEVELOPER**

A. It is expressly understood and agreed by the parties that the City herein contracts with the Developer as an independent Developer, and that Developer, as such, herein holds the City harmless and herein indemnifies the City from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Developer under this contract.

B. In accordance with V.T.C.A. Labor Code, Section 406.096, Developer must ensure that all its subcontractors working on this project have workers' compensation insurance coverage.

**SECTION 10. CONFLICT OF INTEREST**

A. The conflict of interest provisions outlined in 24 CFR Part 92.356 are applicable in the administration of this contract. The Developer and or officer, employee, agent elected or appointed official or consultant of the Developer may not occupy a HOME assisted affordable housing unit in a project.

B. No persons who exercise or have exercised any functions or responsibilities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the processed thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

**SECTION 11. NONDISCRIMINATION ACTIVITY & OTHER FEDERAL CLAUSES**

A. Equal Opportunity. Developer shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that:

   a. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contact be given to low income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and,

   b. To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.

B. The Fair Housing Act (42 U.S.C. 3601-190) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp. p. 652 and 3 CFR, 1980 Comp. p.307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR, Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Program) and implementing regulations at 24 CFR part 1.

C. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146; Section 504, of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; section 2 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and

D. The requirements of Executive Orders 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p.139) (Minority Business enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority business Enterprise Development); and Executive Order 12138, as amended by

Executive Order 12608 (3 CFR, 1977 Cop., p. 393 and 3 CFR, 1987 Comp, p.245) (Women's Business Enterprise). Consistent with these Orders, Developer must make efforts to encourage the use of minority and women's business enterprises in connection with HOME funded activities. The Developer will be required to identify contracts, which have been bid by minority owned, women owned, and/or small disadvantaged businesses.

E. Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et.seq.).

F. Debarred, suspended or ineligible Developers. The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible Developers.

G. Drug-free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C.701 et seq.) and HUD's implementing regulations at 24 CFR part 24.

H. Equal Employment Opportunity*:* During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

I. Religious Organizations. There must be no religious or membership criteria for homebuyers of the property as specified under 24 CFR 92.257.

J. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the recipient or Developer wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or Developer must comply with the requirements of 37 CFR Part 401.

K. Clean Air Act and the Federal Water Pollution Control Act, as amended: Contracts and subgrants of amounts in excess of $150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

L. Energy Efficiency: Developer must abide by the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

M. Byrd Anti-Lobbying Amendment (31U.S.C. 1352: Developer that apply or bid for an award of $100,000 or more 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.

N. Procurement of Recovered Materials: The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.

**SECTION 12. DEVELOPER'S ASSURANCES**

A. Developer assures and guarantees that Developer possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Developer has obligated itself to perform hereunder.

B. The person or persons signing and executing this contract on behalf of Developer, or representing themselves as signing and executing this contact on behalf of Developer, do hereby warrant and guarantee that he/she has been duly authorized by Developer to execute this contract on behalf of Developer and to validly and legally bind Developer to all terms, performances, and provisions herein set forth.

C. Developer shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this contract if Developer is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program. The Developer is fully responsible for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them. The contractor shall inform the City of all subcontractors to be hired by the contractor prior to the initiation of work in this project.

   a. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**SECTION 13. LITIGATION AND CLAIMS**

Developer shall give City immediate notice in writing of (1) any action, including any proceeding before an administrative agency filed against Developer in connection with this contract; and (2) any claim against Developer, the cost and expense of which Developer may be entitled to be reimbursed by City. Except as otherwise directed by City, Developer shall furnish immediately to City copies of all pertinent papers received by Developer with respect to any such action or claim.

**SECTION 14. CHANGES AND AMENDMENTS**

A. Other than what is stated in subsection C, infra, this contract may not be altered or changed, in any way, except by an amendment, which is in writing and signed by both parties.

B. It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Developer, and the assurance and certifications made to the United States Department of Housing and

Urban Development by the City with regard to the operation of the HOME Program. Based on these considerations, and order to ensure the legal and effective performance of this contract by both parties, it is

agreed by the parties hereto that the performances under this contract are amended by the provisions of the HOME Regulations, 24 CFR, Part 92 and any amendments thereto and may further be amended in the following manner: City may from time to time during the period of performance of this contract issue policy directives, which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Director of Community Development in the form of HOME issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon Developer, as if written herein, provided however that said policy directives and any amendments to said Program Regulations shall not alter the terms of this contract so as to release City of an obligation specified in Section 4 of this contract to reimburse costs incurred by Developer prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall be come effective on the date designated by such law or regulation.

**SECTION 15. SUSPENSION**

In the event the Developer fails to comply with any term of this contract, the City may terminate this contract in whole or in part and withhold further payments to the Developer, and prohibit the Developer from incurring additional obligations of funds under this contract.

**SECTION 16. TERMINATION**

The City may terminate this contract in whole or in part, in accordance with 2 CRF Part 200.338- 200.342 (Exhibit 5) and this Section. In the event that the Developer, as determined by the City, materially fails to comply with any term of this contract within (3) three years from date of execution and whether such term is stated in a federal statue or federal regulation, in an assurance, in a City plan or application, in a notice of award, or elsewhere, City may take one or more of the following actions:

A. Temporarily withhold cash payments pending correction of the deficiency by the Developer or take more severe enforcement action against Developer.

B. Disallow all or part of the cost of the activity or action not in compliance.

C. Withhold further HOME awards from Developer.

D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by the Developer to the city.

E. Take other remedies that may be legally available as determined by the City to comply with terms of this contract. City may terminate contract for convenience in accordance with 24 CFR 85.44.

**SECTION 17. AUDIT**

A. Unless otherwise directed by City, Developer shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject of the following conditions and limitations:

   a. Developer shall have an audit made in accordance with 24 CFR 92.506, the Single Audit Act of 1984, 31 U.S.C 7501 et.seq., and 2 CRF Part 200.303 (Exhibit 5).

   b. At the option of Developer, each audit required by this section may cover either Developer's entire operations or each department, agency, or establishment of Developer which received, expended, or otherwise administered federal funds;

   c. Unless otherwise specifically authorized by Department in writing, Developer shall submit the report of such audit to City within thirty (30) days after completion of the audit, but no later than 90 days. Audits performed under Subsection of this Section 17 are subject to review and resolution by City or its authorized representative.

B. Notwithstanding Subsection A of this Section 17, City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Developer agrees to permit

City or its authorized representative to audit Developer's records and to obtain any documents, materials, or information necessary to facilitate such audit.

C. Developer understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Developer further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Developer from funds, which were not provided or otherwise made available to Developer under this contract.

D. Developer shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Section 17 as City may require of Developer.

## SECTION 18. LABOR STANDARDS

A. All laborers and mechanics employed in the construction of the project assisted under this contract that contains 12 or more dwelling units shall be paid wages at rates not less than the appropriate rate as determined by the secretary of Labor in accordance with the Davis-Bacon Act A (40 U.S.C. 276a-5) and contracts involving their employment shall be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Construction Developers and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

B. The contract for construction must contain these wage provisions if HOME funds are used for any projects costs (as defined in 24 CFR 92.206), including construction or Non-construction costs, of housing with 12 or more HOME assisted units.

## SECTION 19. SPECIAL CONDITIONS

A. **Affordability**. Funds provided under this contract must meet the affordability requirement of 24 CFR 92.254. Developer agrees to repay all HOME funds governed by this Contract if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. Affordability requirements will be binding upon the heirs, successors, assigns, and transferees of the Developer for the duration of the 15-year affordability period as required by 24 CFR, Part 92.254.

   **a. Enforcement of the affordability provisions must be in the form of a lien on real property, a deed restrictions or a covenants running with the land between the City of Laredo and each purchaser of the HOME assisted property for which proceeds under this contract have been contributed. The covenant/lien with each purchaser will comply with 24 CFR 92.254, and the language of which covenant/lien will be as shown on** Exhibit 6.

B. **Property Standards**. Developer shall ensure that all housing assisted with funds provided under this contract shall meet the requirements of 24 CFR 92.251 at the time of completion.

C. **Affirmative Marketing**. As applicable in the construction of 5 or more units, Developer shall adopt the City's affirmative marketing procedures, as amended, (Exhibit 7) and those requirements specified in 24 CFR 92.351. At a minimum, Developer must:

   a. Inform the public and potential tenants about federal fair housing laws and affirmative marketing policy.

   b. Include the Equal Housing Opportunity as appropriate in press releases and solicitations.

   c. Advertise vacancies via community contacts, display of Fair Housing Poster, and commercial media.

   d. Advise the City’s Department of Community Development and the Laredo Housing Authority of any vacancies that become available.

   e. Implement outreach efforts, to inform and solicit applications from persons in the housing market area who are not likely to apply for housing by contacting community and civic organizations, employment centers, fair housing groups, etc., and posting notices as allowed.

   f. Participate in affirmative marketing efforts for a period of 15 years.

1. Maintain records describing actions taken by the Developer to affirmatively market units and records to assess the results of these actions. Developer must maintain a file that contains all marketing efforts (i.e. copies of newspapers ads, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
2. Solicit applications for vacant units from persons in the housing market who are least likely to apply for the housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the assisted building is located shall be considered those least likely to apply.
3. Maintain a listing of all homeowners residing in each unit through the end of the compliance period.

D. **Use of CHDO Proceeds**. The CHDO must use any CHDO proceeds which it is authorized to retain, for HOME-eligible or other housing activities to benefit low-income families, as allowed by 24 CFR 92.300(a)(2).

1. CHDO proceeds will be reported on a yearly basis for each CHDO funding year to the City of Laredo. Once the CHDO project proceeds are used by the CHDO for eligible activities, there is no further HOME requirements. Funds generated from use of CHDO proceeds are not considered CHDO proceeds.
2. CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations. Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match. However, funds recaptured because housing no longer meets the affordability requirements under 92.254(a) (5) (ii) are subject to the requirements of this part in accordance with 92.503.

E. **Reversion of Assets**. Upon termination of this Contract, all funds remaining on hand on the date of termination, and all accounts receivable attributable to the use of funds received under this contract shall revert to City. Developer shall return these assets to City within 7 days after the date of termination.

F. **Flood Insurance**. Funds provided under this contract may not be used in connection with the acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification regarding such hazards and flood insurance is obtained as a condition of approval of the commitment.

G. **Lead Based Paint** Upon project completion, Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4821 et seq.) and 24 CFR part 35 apply. The lead-based paint provision of Section 24 CFR 982.401(j), except 24 CFR 982.401(j)(i), also apply.

H. The environmental effects of each activity carried out with HOME funds will be assessed by the City in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in implementing regulations at 24 CFR parts 59 and 58.

I. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4201-4655) and 49 CFR Part 24.

J. **Displacement, Relocation, and Acquisition**. Developer must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this contract. Developer must comply with the applicable provisions of 24 CFR 82.353.

**SECTION 20. ENTIRE CONTRACT**

A. The entire agreement of the parties is embodied in this contract and its seven exhibits contained in this contract.

B. The following listed seven exhibits constitute promised performances by the Developer in accordance with Section 3 of this contract.

EXHIBIT 1: Budget
EXHIBIT 2: Current HOME Income Limits (at the time of contract)
EXHIBIT 3: Home Investment Partnerships Final Rule, as amended, 24CFR Part 92
EXHIBIT 4: Certifications
EXHIBIT 5: Federal Register 2 CFR Part 200
EXHIBIT 6: Covenant (recapture requirement)
EXHIBIT 7: Affirmative Marketing Policy and Procedures

**SECTION 21. VENUE**

In the event of any legal dispute involving this contract, venue shall lie in Webb County, Texas.

**SECTION 22. NOTICES**

All notices, demands, or requests from one party to another shall be given or mailed as follows:

**To the City:**
Tina Rodriguez, Director
Department of Community Development
P.O. Box 1276
Laredo, TX. 78042-1276

**To the Developer:**
Carol S. Sherwood, Executive Director
Habitat for Humanity of Laredo, Inc.
4703 Warehouse Lane
Laredo, Texas 78041

SIGNED, in multiple originals, on this the ____day of _____, 2025.

**CITY OF LAREDO**

By: _____
Joseph W. Neeb
City Manager

**Habitat for Humanity of Laredo, Inc.**

By: _____
Carol S. Sherwood
Executive Director

**ATTEST**:

_____
Jose A. Valdez Jr.
City Secretary

**APPROVED BY:**

_____
Doanh "Zone" T. Nguyen
City Attorney

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Resolution 24.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas amending Resolution 2024-R-200, which authorized the City Manager to approve, enter into a Memorandum of Agreement (MOA), and to execute all relevant documents between the City of Laredo, Texas and Laredo College to provide a Workforce Development and Skills Certificate Program in the areas of hospitality, HVAC, and pharmacy technician; by amending such section to include phlebotomy as part of “Exhibit A” and scope of services; and providing an effective date.

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

**PREVIOUS COUNCIL ACTION**
On 6/27/2024, Council approved Resolution 2024-R-200 authorizing the City Manager to partner with Laredo College to create a workforce development and skills certification program in the areas of hvac, hospitality, and pharmacy technician.

**BACKGROUND**
This program includes areas focused in the Hospitality industry, HVAC, & Pharmacy Technician certificate programs. These programs have impacted more than 1,000 residents providing them with job training and skills and workforce development opportunities. Phlebotomy is another area in the health industry where the program can be impactful.

**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

**RESOLUTION NO. 2025-R-203**

**AMENDING RESOLUTION 2024-R-200, WHICH AUTHORIZED THE CITY MANAGER TO APPROVE, ENTER INTO A MEMORANDUM OF AGREEMENT (MOA), AND TO EXECUTE ALL RELEVANT DOCUMENTS BETWEEN THE CITY OF LAREDO, TEXAS AND LAREDO COLLEGE TO PROVIDE A WORKFORCE DEVELOPMENT AND SKILLS CERTIFICATE PROGRAM IN THE AREAS OF HOSPITALITY, HVAC, AND PHARMACY TECHNICIAN; BY AMENDING SUCH SECTION TO INCLUDE PHLEBOTOMY AS PART OF "EXHIBIT A" AND SCOPE OF SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**Whereas,** the United States Department of Treasury has adopted a Final Rule for use of funds provided under the American Rescue Plan Act (ARPA) that supports using ARPA funding to address economic fallout from the COVID-19 pandemic and to lay the foundation for a strong and equitable recovery; and

**Whereas,** the City of Laredo has received funds from the American Rescue Plan Act under the Coronavirus State and Local Fiscal Recovery Funds program; and;

**Whereas**, regulations implemented by the United State Treasury Department in their published Final Rule (31 CFR Part 35, RIN 1505-AC77) recognize that the pandemic has generated broad workforce disruption; and

**Whereas,** the City Council of the City of Laredo approved Resolution 2024-R-200 to partner with Laredo College to provide a workforce development program in the areas of Hospitality, HVAC, and Pharmacy Technician; and

**Whereas,** the City of Laredo wishes to add Phlebotomy as part of the scope of work and services.

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

**Section 1:** Amending Resolution 2024-R-200 to include Phlebotomy as part of "Exhibit A" and Scope of Services; and providing an effective date.

**Section 2:** This Resolution shall take effect immediately from and after its passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
VICTOR D. TREVINO
MAYOR

**ATTEST:**

_____
MARIO I. MALDONADO
CITY SECRETARY

**APPROVED AS TO FORM:**

_____
DOANH T. NGUYEN
CITY ATTORNEY

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Resolution 25.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to negotiate, amend, and execute the existing Chapter 380 Economic Development Agreement with Killam Development, Ltd., as originally approved in City Council Resolution 2025-R-149, to add the description of newly identified properties, remove a designated property, and provide for the waiver of development and vacant building fees as an additional incentive in support of the project; and establishing an effective date.

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

**PREVIOUS COUNCIL ACTION**
City of Laredo Council approved a Chapter 380 agreement via Resolution No. 2025-R-149. At the council meeting held on 08/18/2025, the proposed amendment was presented in executive session.

**BACKGROUND**
Proposed amendment is being requested by the developer to enhance the viability and timely completion of the project/.

**COMMITTEE RECOMMENDATION**
Click or tap here to enter text.

**STAFF RECOMMENDATION**
Click or tap here to enter text.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Starting FY 25 |
| Budgeted Y/N?: | N |
| 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:**

Projected financial impact for the duration of this agreement is approximately $124,000 in fee waivers for all properties.

**FIRST AMENDMENT TO CHAPTER 380**
**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN**
**THE CITY OF LAREDO, TEXAS AND KILLAM DEVELOPMENT, LTD.**

THIS FIRST AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND KILLAM DEVELOPMENT, LTD. (the "Amendment") by and between **CITY OF LAREDO**, a municipal corporation of the State of Texas (the "City"), acting by and through its City Manager or his designee and **KILLAM DEVELOPMENT, LTD.**, a limited partnership registered to transact business in the State of Texas, and its affiliates (collectively, the "Company"), is made effective on and as of the date on which the City executes the Amendment, as set forth on the signature page below (the "Effective Date"). The City and the Company may be individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Chapter 380 Economic Development Agreement Between the City of Laredo, Texas and Killam Development, Ltd., dated July 3, 2025 (the "Agreement"), and

WHEREAS, the Parties desire to amend the Agreement as more particularly described below.

NOW, THEREFORE, for and in consideration of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement is hereby amended as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the same meaning as are ascribed to such terms in the Agreement.

2. Recitals. The Recitals set forth above are restated in their entirety herein.

3. Sites. As of the Effective Date of this Amendment, Exhibit A.1 – Sites of the Agreement is deleted in its entirety and shall be replaced with Exhibit A.1-1 – Sites attached hereto, which shall be incorporated into the Agreement as amended by this Amendment.

4. Grant Payment Formula. As of the Effective Date of this Amendment, Exhibit A.3 – Grant Payment Formula of the Agreement is deleted in its entirety and shall be replaced with Exhibit A.3-1 – Grant Payment Formula attached hereto, which shall be incorporated into the Agreement as amended by this Amendment.

5. Projected Investment. As of the Effective Date of this Amendment, Exhibit A.4 – Projected Investment of the Agreement is deleted in its entirety and shall be replaced with Exhibit A.4-1 – Projected Investment attached hereto, which shall be incorporated into the Agreement as amended by this Amendment.

6. Fee Waiver. As of the Effective Date of this Amendment, the following shall be inserted into the Agreement as if fully set forth therein as Article III.2.D:

> D. Fee Waiver. The Company shall be granted a waiver for all inspection, impact, and permit fees incurred for this Project from the execution of this Agreement through its completion. This waiver includes, but is not limited to, fees for plan review, building permits, irrigation, demolition, fire alarm permits, plumbing, electrical, mechanical, and right-of-way permits. In addition, the City shall waive any fees due under the Vacant Building Ordinance, Ordinance No. 2021-O-152, as it may be amended, provided the Company remains in compliance with this Agreement. Notwithstanding the foregoing, under no circumstances shall the City waive or reimburse the Company for any fees assessed by third parties.

7. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party to this Amendment may deliver an executed copy hereof by facsimile or other electronic transmission to the other party and any such delivery shall have the same force and effect as delivery of a manually signed copy of this Amendment.

8. Agreement Confirmed. With the exception of those terms and conditions specifically modified and amended herein, the Agreement shall remain in full force and effect in accordance with all its terms and conditions. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall supersede and control.

9. Governing Law. The laws of the State of Texas shall govern this Amendment; and this Amendment is fully performable in Laredo, Webb County, Texas with exclusive venue for any action concerning this Amendment being in a court of competent jurisdiction in Webb County, Texas.

*[Rest of page left intentionally blank; Signature page is on the following page]*

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the Effective Date.

**EXECUTED** on this _____ day of _____, 2025.

- **Killam Development, Ltd. and affiliates**

**_____ __Signature _____/DATE/_____**

**Printed Name: _Radcliffe Killam II, President and CEO_____**

- **FOR CITY OF LAREDO**

**_____ _____Signature_____/DATE/ _____**

**Printed Name: Joseph W. Neeb_____**

**Position: City Manager_____**

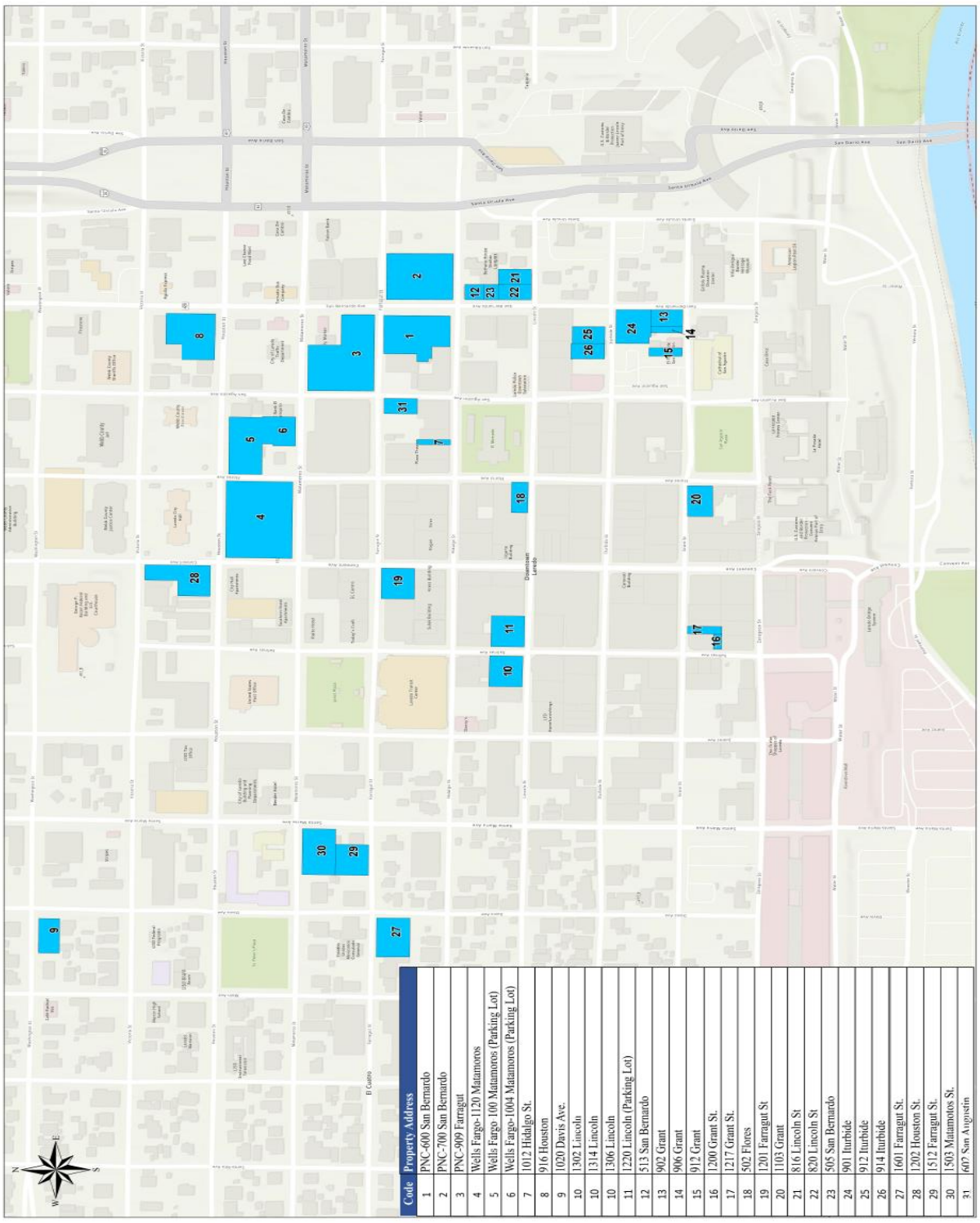
- **ATTEST:**

**_____ _____/DATE/_____**
**Mario I. Maldonado, Jr.**
**City Secretary**

**APPROVED AS TO FORM:**

**_____ _____/DATE/_____**
**Doanh T. Nguyen**
**City Attorney**

# Exhibit A.1-1 – Sites



| Code | Property Address |
|---|---|
| 1 | PNC-600 San Bernardo |
| 2 | PNC-700 San Bernardo |
| 3 | PNC-909 Farragut |
| 4 | Wells Fargo-1120 Matamoros |
| 5 | Wells Fargo-100 Matamoros (Parking Lot) |
| 6 | Wells Fargo-1004 Matamoros (Parking Lot) |
| 7 | 1012 Hidalgo St. |
| 8 | 916 Houston |
| 9 | 1020 Davis Ave. |
| 10 | 1302 Lincoln |
| 10 | 1314 Lincoln |
| 10 | 1306 Lincoln |
| 11 | 1220 Lincoln (Parking Lot) |
| 12 | 513 San Bernardo |
| 13 | 902 Grant |
| 14 | 906 Grant |
| 15 | 912 Grant |
| 16 | 1200 Grant St. |
| 17 | 1217 Grant St. |
| 18 | 502 Flores |
| 19 | 1201 Farragut St |
| 20 | 1103 Grant |
| 21 | 816 Lincoln St |
| 22 | 820 Lincoln St |
| 23 | 505 San Bernardo |
| 24 | 901 Iturbide |
| 25 | 912 Iturbide |
| 26 | 914 Iturbide |
| 27 | 1601 Farragut St. |
| 28 | 1202 Houston St. |
| 29 | 1512 Farragut St. |
| 30 | 1503 Matamoros St. |
| 31 | 607 San Augustin |

Exhibit A.3-1 – Grant Payment Formula

| Project ID | Property ID | Situs Address | City's Non-Committed M&O Tax Rebate Percentage of Business Property Valuation | City's Sales and use Tax Rebate on the Receipts of 1% | Base Value |
|---|---|---|---|---|---|
| 1 | 182810 | 600 SAN BERNARDO AVE, LAREDO, TX, 78040 | 100% | 100% | $2,334,303 |
| 2 | 182808 | 700 SAN BERNARDO AVE, LAREDO, TX, 78041 | 100% | 100% | $3,379,300 |
| 3 | 159907 | 909 FARRAGUT ST, LAREDO, TX, 78040 | 100% | 100% | $86,395 |
| 4 | 182812 | 1120 MATAMOROS ST, LAREDO, TX, 78040 | 100% | 100% | $2,275,000 |
| 5 | 160037 | 1120 MATAMOROS ST, LAREDO, TX, 78040 | 100% | 100% | $266,850 |
| 6 | 182811 | 100 MATAMOROS ST, LAREDO, TX, 78040 | 100% | 100% | $249,783 |
| 7 | 160026 | 1004 MATAMOROS ST, LAREDO, TX, 78040 | 100% | 100% | $124,711 |
| 8 | 159911 | 1012 HIDALGO ST, LAREDO, TX, 78040 | 100% | 100% | $201,250 |
| 9 | 160656 | 916 HOUSTON ST, LAREDO, TX, 78040 | 100% | 100% | $735,000 |

| Project ID | Property ID | Situs Address | City's Non-Committed M&O Tax Rebate Percentage of Business Property Valuation | City's Sales and use Tax Rebate on the Receipts of 1% | Base Value |
|---|---|---|---|---|---|
| 10 | 160980 | 1020 DAVIS AVE, LAREDO, TX, 78040 | 100% | 100% | $131,780 |
| 11 | 159853 | 1302 LINCOLN ST, LAREDO, TX, 78040 | 100% | 100% | $81,698 |
| 12 | 159859 | 1314 LINCOLN ST, LAREDO, TX, 78040 | 100% | 100% | $150,804 |
| 13 | 159865 | 1220 LINCOLN ST, LAREDO, TX, 78040 | 100% | 100% | $271,270 |
| 13-a | 302577 | LINCOLN ST, LAREDO, TX, 78040 | 100% | 100% | $61,633 |
| 14 | 159902 | 513 SAN BERNARDO AVE, LAREDO, TX, 78040 | 100% | 100% | $114,430 |
| 15 | 159775 | 902 GRANT ST, LAREDO, TX, 78040 | 100% | 100% | $130,350 |
| 16 | 159773 | 906 GRANT ST, LAREDO, TX, 78040 | 100% | 100% | $77,440 |
| 17 | 159771 | 912 GRANT ST, LAREDO, TX, 78040 | 100% | 100% | $82,310 |
| 18 | 159697 | 1217 GRANT ST, LAREDO, TX, 78040 | 100% | 100% | $250,000 |
| 19 | 159878 | 502 FLORES AVE, LAREDO, TX, 78040 | 100% | 100% | $376,430 |

| Project ID | Property ID | Situs Address | City's Non-Committed M&O Tax Rebate Percentage of Business Property Valuation | City's Sales and use Tax Rebate on the Receipts of 1% | Base Value |
|---|---|---|---|---|---|
| 20 | 159698 | 1200 GRANT ST, LAREDO, TX, 78040 | 100% | 100% | $130,000 |
| 21 | 159855 | 1306 LINCOLN ST, LAREDO, TX, 78040 | 100% | 100% | $121,693 |
| 22 | 159932 | 1201 FARRAGUT ST, LAREDO, TX, 78040 | 100% | 100% | $809,380 |
| 23 | 159711 | 1103 GRANT ST, LAREDO, TX, 78040 | 100% | 100% | $463,500 |
| 24 | 159895 | 816 LINCOLN ST, LAREDO, TX, 78040 | 100% | 100% | $52,387 |
| 25 & 26 | 159893 | 820 LINCOLN ST, LAREDO, TX, 78040<br><br>505 SAN BERNARDO | 100% | 100% | $101,560 |
| 27 | 159774 | 901 ITURBIDE ST, LAREDO, TX, 78040 | 100% | 100% | $672,330 |
| 28 | 159809 | 912 ITURBIDE ST, LAREDO, TX, 78040 | 100% | 100% | $262,040 |
| 29 | 159808 | 914 ITURBIDE ST, LAREDO, TX, 78040 | 100% | 100% | $104,190 |
| 30 | 160825 | 1601 FARRAGUT ST, LAREDO, TX, 78040 | 100% | 100% | $140,000 |

| Project ID | Property ID | Situs Address | City's Non-Committed M&O Tax Rebate Percentage of Business Property Valuation | City's Sales and use Tax Rebate on the Receipts of 1% | Base Value |
|---|---|---|---|---|---|
| 31 | 366399 | 620 SAN AGUSTIN AVE #1, LAREDO TEXAS 78040 | 100% | 100% | $124,652 |
| 32 | 366400 | 620 SAN AGUSTIN AVE #2, LAREDO TEXAS 78040 | 100% | 100% | $29,786 |

# Exhibit A.4-1 – Projected Investment

| Priority (Map Code) | Property Location | Already Invested | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | 10 Year Investment | Repairs/ ADA | Asbestos Costs | Roof Repairs | Rehab Costs | Minimum Investment Scenario | Median Investment Scenario | Projected Investment Scenario |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | PMC - 600 San Bernardo | | 776,494 | 776,494 | 776,494 | 776,494 | 776,494 | 776,494 | 776,494 | 776,494 | 776,494 | 776,494 | 7,764,838 | 357,408 | 1500 | 806,310 | 6,599,620 | 7,764,838 | 7,764,838 | 7,764,838 |
| 2 | PMC - 700 San Bernardo | | 486,880 | 486,880 | 486,880 | 486,880 | 486,880 | 486,880 | 486,880 | 486,880 | 486,880 | 486,880 | 4,868,795 | 143,069 | 539,700 | 493,490 | 3,632,536 | 4,868,795 | 4,868,795 | 4,868,795 |
| 3 | PMC - 909 Farragut | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 | Wells Fargo - 1120 Matamoros (main building) | | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 | 700,000 | 21,550 | 0 | 0 | 678,450 | 700,000 | 700,000 | 700,000 |
| 5 | Wells Fargo - 1120 Matamoros | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6 | Wells Fargo-100 Matamoros (Parking Lot) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7 | Wells Fargo-1004 Matamoros (Parking Lot) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8 | 1012 Hidalgo St. | | 15,726 | 141,775 | 0 | 0 | 19,725 | 19,725 | 19,725 | 19,725 | 0 | 0 | 236,401 | 15,726 | 94,875 | 46,900 | 78,900 | 15,726 | 236,401 | 236,401 |
| 9 | 916 Houston | | 130,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 130,000 | 11,080 | 0 | 23,500 | 95,420 | 11,080 | 130,000 | 130,000 |
| 10 | 1020 Davis Ave. | | 38,200 | 0 | 0 | 33,000 | 18,208 | 18,208 | 18,208 | 18,208 | 0 | 0 | 144,033 | 38,200 | 0 | 33,000 | 72,833 | 38,200 | 144,033 | 144,033 |
| 11 | 1002 Lincoln | | 18,080 | 0 | 0 | 0 | 187,515 | 187,515 | 187,515 | 187,515 | 0 | 0 | 768,140 | 18,080 | 0 | 0 | 750,060 | 18,080 | 768,140 | 768,140 |
| 12 | 1014 Lincoln | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 13 | 1220 Lincoln (Parking Lot) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 14 | 513 San Bernardo | | 13,040 | 9,650 | 0 | 0 | 26,480 | 26,480 | 26,480 | 26,480 | 0 | 0 | 128,610 | 13,040 | 9,650 | 0 | 105,920 | 13,040 | 128,610 | 128,610 |
| 15 | 902 Grant | | 6,932 | 0 | 0 | 12,241 | 55,920 | 55,920 | 55,920 | 55,920 | 0 | 0 | 242,851 | 6,932 | 12,241 | 0 | 223,679 | 6,932 | 242,851 | 242,851 |
| 16 | 906 Grant | | 2,468 | 0 | 0 | 4,363 | 19,914 | 19,914 | 19,914 | 19,914 | 0 | 0 | 86,484 | 2,468 | 4,359 | 0 | 79,656 | 2,468 | 86,484 | 86,484 |
| 17 | 912 Grant | | 14,620 | 0 | 0 | 0 | 56,940 | 56,940 | 56,940 | 56,940 | 0 | 0 | 242,380 | 14,620 | 0 | 0 | 227,760 | 14,620 | 242,380 | 242,380 |
| 19 | 1217 Grant St. | | 72,820 | 0 | 0 | 0 | 0 | 7,200 | 47,080 | 47,080 | 47,080 | 47,080 | 268,340 | 72,820 | 0 | 7,200 | 188,320 | 72,820 | 72,820 | 268,340 |
| 20 | 502 Flores | | 18,940 | 0 | 0 | 0 | 0 | 0 | 62,786 | 62,786 | 62,786 | 62,786 | 270,084 | 18,940 | | 0 | 251,144 | 18,940 | 18,940 | 270,084 |
| 21 | 1200 Grant | | 0 | 0 | 0 | 0 | 0 | 2,750 | 0 | 0 | 0 | 0 | 2,750 | 0 | 0 | 2,750 | 0 | 0 | 0 | 2,750 |
| 21 | 1306 Lincoln | | 17,080 | 0 | 0 | 0 | 0 | 335,000 | 201,361 | 201,361 | 201,361 | 201,361 | 1,157,522 | 17,080 | 0 | 335,000 | 805,442 | 17,080 | 17,080 | 1,157,522 |
| 22 | 1201 Farragut St. | | 89,200 | 0 | 0 | 0 | 0 | 6,800 | 156,576 | 156,576 | 156,576 | 156,576 | 722,305 | 89,200 | 0 | 6,800 | 626,305 | 89,200 | 89,200 | 722,305 |
| 23 | 1103 Grant | | 43,140 | 0 | 0 | 0 | 0 | 81,955 | 45,020 | 45,020 | 45,020 | 45,020 | 305,173 | 43,140 | 65,555 | 16,400 | 180,078 | 43,140 | 43,140 | 305,173 |
| 24 | 916 Lincoln | | 30,150 | 0 | 0 | 0 | 0 | 47,500 | 52,691 | 52,691 | 52,691 | 52,691 | 288,413 | 30,150 | 0 | 47,500 | 210,763 | 30,150 | 30,150 | 288,413 |
| 25 | 820 Lincoln | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 26 | 505 San Bernardo | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 27 | 901 Ituribide | | 73,400 | 0 | 0 | 0 | 0 | 80,000 | 120,274 | 120,274 | 120,274 | 120,274 | 634,495 | 73,400 | 80,000 | 0 | 481,095 | 73,400 | 73,400 | 634,495 |
| 28 | 912 Ituribide | | 23,492 | 0 | 0 | 0 | 0 | 0 | 40,157 | 40,157 | 40,157 | 40,157 | 184,118 | 23,492 | 0 | 0 | 160,626 | 23,492 | 23,492 | 184,118 |
| 29 | 914 Ituribide | | 21,793 | 0 | 0 | 0 | 0 | 0 | 37,254 | 37,254 | 37,254 | 37,254 | 170,808 | 21,793 | 0 | 0 | 149,015 | 21,793 | 21,793 | 170,808 |
| 30 | 1601 Farragut | | 40,780 | 0 | 0 | 0 | 0 | 0 | 145,896 | 145,896 | 145,896 | 145,896 | 624,365 | 40,780 | 0 | 0 | 583,585 | 40,780 | 40,780 | 624,365 |
| 31 | 620 San Agustin | | 8,665 | 0 | 0 | 185,625 | 0 | 0 | 42,547 | 42,547 | 42,547 | 42,547 | 364,380 | 8,665 | 116,775 | 68,750 | 170,190 | 8,665 | 8,665 | 364,380 |
| | **Total Current Repairs** | **2,011,889** | **1,484,788** | **1,333,363** | **1,568,488** | **1,718,065** | **2,279,270** | **2,669,706** | **2,669,706** | **2,295,004** | **2,295,004** | **20,305,295** | **1,081,633** | **984,655** | **1,897,600** | **16,341,397** | **13,893,239** | **15,751,932** | **20,305,295** |
| | *Future Tenant Improvements (Est.)* | | *1,823,125* | *1,868,891* | *1,463,745* | *1,631,892* | *1,608,267* | *1,608,690* | *1,773,174* | *1,867,779* | ***12,634,665*** | | | | | | ***6,027,875*** | ***12,634,665*** | |
| | **based on speculative tenants; actual costs will vary based on future tenant uses and negotiated leases* | | | | | | | | | | | | | | | | | | | |
| | Acquisitions | **22,210,000** | | | | | | | | | | | **22,210,000** | | | | | **22,210,000** | **22,210,000** | **22,210,000** |
| | **Total Investment** | **22,210,000** | **2,011,889** | **1,484,788** | **2,656,488** | **2,957,770** | **3,176,811** | **3,810,953** | **4,277,973** | **4,358,386** | **4,058,118** | **4,146,774** | **55,149,950** | | | | | | **36,103,239** | **43,989,867** | **55,149,950** |

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Consent Agenda 26.**

**SUBJECT**
Consideration to approve the purchase of one (1) Mini Pumper/Quick Attack, from US Fire Pump Company, LLC, Albany, LA, in the amount of $360,000.00, utilizing the H-GAC Cooperative Contract #FS12-23. Funding is available in the 2024 Certificate of Obligation Bond.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
One-(1) US Fire Pump Company, LLC Commercial Quick Attack with the following attributes:
2023 F550 4-Door, 4x4, 84" C/A, VIN# 1FD0W5HT4PED60651
6.7L Powerstroke Diesel
10-Speed Automatic Torqueshift Transmission
Vermillion Red Cab Paint
CM Truck Bed (Black)
500 Gallon Poly Tank

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval of this item.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | 2024 CO Bond - Fire Tanker Replacement |
| Account #: | 477-2410-525-9004 |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**
477-2410-525-9004
Project #: FD2201
2024 CO Bond - Fire Tanker Replacement (8110)

# Coward and Associates, LLC

## PROPOSAL
## TO FURNISH FIRE PUMPER APPARATUS

**TO:** Laredo Fire Department
Fire Administration Center
Attn: Chief Guillermo Heard
616 E. Del Mar Blvd.
Laredo, TX 78045

**DATE:** August 6, 2025

Coward and Associates, LLC hereby proposes to furnish to you, subject to your acceptance of this proposal and the proper signing and execution of a purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below.

*One-(1) US Fire Pump Company, LLC Commercial Quick Attack with the following attributes:*
*2023 F550 4-Door, 4x4, 84" C/A, VIN# 1FD0W5HT4PED60651*
*6.7L Powerstroke Diesel*
*10-Speed Automatic Torqueshift Transmission*
*Vermillion Red Cab Paint*
*CM Truck Bed (Black)*
*500 Gallon Poly Tank*
*ROWE Skid Unit including 24hp Kohler Diesel Engine (3-Year Engine Warranty)*
*5-Gallon Fuel Cell*
*ROWE RPM2 Pump End (7-Year Pump End Warranty)*
*100 GPM @150PSI*
*200 GPM @ 100 PSI*
*300 GPM @ 25 PSI*
*2-1/2" Tank-to-Pump*
*2-1/2" Suction, NHT*
*1" Tank Fill*
*1" Gated Discharge for Hose Reel*
*Hannay Electric Rewind, 100 ' of 1" Booster Hose*
*TFT 1" G-Force Pistol Grip Nozzle, Selectable 15/30/45/60/75 GPM @ 100 PSI*
*(1) 1-1/2" Gated Discharge at Rear, NHT*
*(1) 2-1/2" Gated Discharge at Rear, NHT*
*Body Guard A2 Front Bumper, Warn 16.5ti-S Electric Winch*
*Continental MPT 81 335/80R20 MPT Super Single Tires w/ 10-Lug Steel Military Wheels*
*Customer Specified Graphics Package*

***Three-Hundred Sixty Thousand Dollars and Zero Cents***
***$360,000.00 each***

No federal, state or local taxes are included. This apparatus shall be purchased in accordance with H-GACBuy Contract # FS12-23.

307 W. Marshall Avenue, Longview, Texas, 75601-5344
Phone: 903-445-1257 ◦ Email: johnhcoward@gmail.com

# Coward and Associates, LLC

Delivery shall commence within 30 Calendar after receipt of the approved graphics package.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specification becoming part of the agreement. Delivery shall be made within the time specified above after receipt and acceptance by US Fire Pump Company, LLC of the properly signed and executed approval package. The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to delivery from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fires, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this company.

TERMS OF PAYMENT: All apparatus shall be paid NET UPON DELIVERY AND ACCEPTANCE. Delivery shall commence at US Fire Pump Company, LLC located at 27995 James Chapel Road N. , Holden, LA 70744. Payments shall be received prior to the apparatus departing the facility with Fire Department proof of insurance being provided as well. In the event equipment shortages occur the PURCHASER is to pay full purchase prices less a 5% retainer for such shortages. Any amount deducted is then payable upon receipt and acceptance of such shortages.

All prices or quotations are subject to change or withdrawal unless the purchase order is received within 30 days of this proposal date.

307 W. Marshall Avenue, Longview, Texas, 75601-5344
Phone: 903-445-1257 ° Email: johnhcoward@gmail.com

| HGACBuy | CONTRACT PRICING WORKSHEET<br>For MOTOR VEHICLES Only | Contract No.: | FS12-23 | Date Prepared: | 8/6/2025 |
|---|---|---|---|---|---|

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

| | | | |
|---|---|---|---|
| Buying Agency: | Laredo Fire Department | Contractor: | US Fire Pump Company, LLC |
| Contact Person: | Guillermo Heard, Chief | Prepared By: | John "Stevie" Stiles |
| Phone: | (956) 718-6000 | Phone: | (225) 209-6551 |
| Fax: | N/A | Fax: | (800) 450-5215 |
| Email: | laredometrofire@ci.laredo.tx.us | Email: | johns@usfirepump.com |

| Product Code: | FT 1046 | Description: | Model FT1046 - RAM 5500 - 4DR Commercial Cab - 4x4 - 5 Man Seating - Cummins 6.7L Turbo Diesel I |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 315500

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| Drawings - Approval | 1300 | | |
| Console - Cab Center (Custom) | 2689 | | |
| Booster Reel - Front of Hose Bed, Hannay | 6800 | | |
| Pump Panels - Brush Stainless Steel | 3100 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal From Additional Sheet(s): | 0 |
| | | Subtotal B: | 13889 |

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| FT 1046 Chassis Customization | 2598 | FT 1046 Body Configuration Customizations | 1859 |
| FT 1046 Pump and Tank Customizations | 21754 | Subtotal From Additional Sheet(s): | |
| **FT 1046 Light/Sirens/Lettering/Striping Customizations** | 2400 | Subtotal C: | 28611 |

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 9%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

| Quantity Ordered: | 1 | X Subtotal of A + B + C: | 358000 | = | Subtotal D: | 358000 |
|---|---|---|---|---|---|---|

**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: 2000

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | | Subtotal F: 0 |

**Delivery Date:** 30 Days **G. Total Purchase Price (D+E+F):** 360000

HGACBuy THE SMART PURCHASING SOLUTION

# PROPOSAL
# TO FURNISH FIRE PUMPER APPARATUS

**TO:** Laredo Fire Department
Fire Administration Center
Attn: Chief Guillermo Heard
616 E. Del Mar Blvd.
Laredo, TX 78045

**DATE:** August 6, 2025

US Fire Pump Company, LLC hereby proposes to manufacturer and furnish to you, subject to your acceptance of this proposal and the proper signing and execution of a purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below.

*One-(1) US Fire Apparatus Commercial Quick Attack with the following attributes:*
*2023 F550 4-Door, 4x4, 84" C/A, VIN# 1FD0W5HT4PED60651*
*6.7L Powerstroke Diesel*
*10-Speed Automatic Torqueshift Transmission*
*Vermillion Red Cab Paint*
*CM Truck Bed (Black)*
*500 Gallon Poly Tank*
*ROWE Skid Unit including 24hp Kohler Diesel Engine (3-Year Engine Warranty)*
*5-Gallon Fuel Cell*
*ROWE RPM2 Pump End (7-Year Pump End Warranty)*
*100 GPM @150PSI*
*200 GPM @ 100 PSI*
*300 GPM @ 25 PSI*
*2-1/2" Tank-to-Pump*
*2-1/2" Suction, NHT*
*1" Tank Fill*
*1" Gated Discharge for Hose Reel*
*Hannay Electric Rewind, 100 ' of 1" Booster Hose*
*TFT 1" G-Force Pistol Grip Nozzle, Selectable 15/30/45/60/75 GPM @ 100 PSI*
*(1) 1-1/2" Gated Discharge at Rear, NHT*
*(1) 2-1/2" Gated Discharge at Rear, NHT*
*Body Guard A2 Front Bumper, Warn 16.5ti-S Electric Winch*
*Continental MPT 81 335/80R20 MPT Super Single Tires w/ 10-Lug Steel Military Wheels*
*Customer Specified Graphics Package*

***Three-Hundred Sixty Thousand Dollars and Zero Cents***
***$360,000.00 each***

Post Office Box 1810, Albany, LA 70711
Phone: 225-209-6551 • Email: info@usfirepump.com • www.usfirepump.com

No federal, state or local taxes are included. This apparatus shall be purchased in accordance with H-GACBuy Contract # FS12-23.

Delivery shall commence within 30 Calendar after receipt of the approved graphics package.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specification becoming part of the agreement. Delivery shall be made within the time specified above after receipt and acceptance by US Fire Pump Company, LLC of the properly signed and executed approval package. The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to delivery from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fires, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this company.

TERMS OF PAYMENT: All apparatus shall be paid NET UPON DELIVERY AND ACCEPTANCE. Delivery shall commence at US Fire Pump Company, LLC located at 27995 James Chapel Road N. , Holden, LA 70744. Payments shall be received prior to the apparatus departing the facility with Fire Department proof of insurance being provided as well. In the event equipment shortages occur the PURCHASER is to pay full purchase prices less a 5% retainer for such shortages. Any amount deducted is then payable upon receipt and acceptance of such shortages.

All prices or quotations are subject to change or withdrawal unless the purchase order is received within 30 days of this proposal date.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Consent Agenda 27.**

**SUBJECT**
Consideration to authorize the City Manager to approve a telepsychiatry consultation services agreement with US Televero Health PA located at 6101 W. Courtyard Drive, Suite 2-225, Austin, Texas 78730 for the City of Laredo Public Health Department - Primary Care Services Program in the total amount not to exceed $80,000 for the term October 01, 2025 through September 31, 2026. Funding is available in the Public Health Department Fund - General Fund.

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

- **Goal 1:** Improve access to health care services for all residents.
- **Policy 1.1:** Support and promote preventive health care services.
- **Policy 1.2:** Increase access to care for low-income, uninsured, and underinsured individuals.
- **Goal 6:** Encourage psychological and emotional well-being.
- **Policy 6.1:** Coordinate with health care providers, psychologists, and researcher to provide therapy for community members.
- **Policy 6.8:** Continue to educate patients and family members on therapy, rehabilitation, and medications associated with mental health disorders.

**Summary of alignment:**

The proposed agreement with US Televero Health PA advances the Viva Laredo Comprehensive Plan by improving access to behavioral health services, particularly for underserved populations. It strengthens the delivery of preventive and specialized mental health care through telehealth, increasing continuity of care and addressing gaps in psychiatric access. This initiative directly supports the Plan's health and wellness goals by enhancing the mental and emotional well-being of residents and integrating professional therapy resources into the public health infrastructure.

**PREVIOUS COUNCIL ACTION**
Motion to award a contract from September 01, 2024 through August 30, 2025 was approved by Council on September 03, 2024.

**BACKGROUND**
The City of Laredo Public Health Department, Primary Care Services Program wishes to contract with US Televero Health PA to be able to provide prescheduled psychiatric services via Televero Health EHR that result in increased access to care, continuity of care, comfort and privacy, and enhanced safety for individuals counseled into treatment.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that Council approve the Motion.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 26 |
| Budgeted Y/N?: | Y |
| Source of Funds: | General Funds |
| Account #: | 226-2933 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in the expenditure division is 226-2933-543-55-28.

**AGREEMENT**

**TELEPSYCHIATRY SERVICES FOR PRIMARY CARE, WOMEN'S HEALTH, AND CHRONIC DISEASE SERVICES**

§ STATE OF TEXAS

§ COUNTY OF WEBB

This agreement is made by and between the City of Laredo Public Health Department ("Department" or "CLPHD") and US Televero Health, PA ("Provider").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

**SCOPE OF SERVICES**

CLPHD will schedule patients for Psychiatric Services within Provider's AMD software. Supplied health care providers are either employees or independent contractors of Provider and are wholly responsible for all medical services provided. They will report to the medical director at the clinic where they see patients, consulting with members of CLPHD as appropriate and prescribing medication in the way CLPHD requires.

- **Credentialing:** All Televero Health, PA providers (THPs) are board certified and credentialed.

- **Malpractice:** All Televero Health, PA providers are fully covered by liability insurance.

- **Telehealth EHR:** Provider will provide access to AMD software for individual consultation between an THP and a patient. THPs will be available to perform a real-time consultation via phone or video while the patient is online at the CLPHD clinic using AMD software.

- **Access to Patient Information:** Provider will provide CLPHD access to CLPHD patients' information, such as clinical evaluations and notes. Provider will maintain a separate protected instance of their EHR, to protect the PHI of all participants. CLPHD program will be responsible for controlling access to the protected instance provided. Other CLPHD program employees will not have access to this instance unless it is approved by CLPHD program. CLPHD will provide Televero Health provider with: (a) key patient information, (b) chief complaint, (c) reason for consult request, (d) med sheet, and (e) access to records as deemed necessary by Provider for the services.

- **Prescribing Medications:** Televero Behavioral Health providers will e-prescribe medications through *AdvancedMD* and under the supervision of a physician.

## TERM

This agreement is effective on October 1, 2025 ("Effective Date") and will continue until September 30, 2026; either party may terminate this agreement for convenience by giving sixty (60) days written notice to the other party.

## COMPENSATION

The payment to the Provider under this agreement for Primary Care, Women's Health and Chronic Disease services shall not exceed $80,000.00. Reimbursement will be paid monthly via EFT upon receipt of an invoice submitted by Provider to CLPHD or Department, **See Attachment A for service fees.**

## RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the Department is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied, and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

## INSURANCE AND INDEMNIFICATION

**IT IS THE INTENTION OF THE PARTIES THAT THE PROVIDER BE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE UNDER THIS AGREEMENT. IN ORDER TO PROTECT THE DEPARTMENT FROM LIABILITY, THE PROVIDER MUST MAINTAIN A POLICY OF INSURANCE AND WILL FURTHER INDEMNIFY AND HOLD THE DEPARTMENT HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OF THE REQUIRED SERVICES. US TELEVERO HEALTH, P.A. CARRIES PROFESSIONAL LIABILITY INSURANCE IN THE AMOUNT OF $1,000,000.00 IN THE AGGREGATE.**

## NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt requested, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement.

US Televero Health, PA
Raymond Wolf
Chief Operating Officer
6101 W. Courtyard Drive
Suite 2-225
Austin, TX 78730

City of Laredo Public Health Department
Richard A. Chamberlain
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health
2600 Cedar Avenue
Laredo, TX 78040

## DISPUTE OR CONTEST

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto.

## CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

## FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The Provider shall have no right of action against the Department in the event that the Department is unable to fulfil its obligations under this agreement as a result of suspension, termination, withdrawal or failure of funding to the Department.

## PROFESSIONAL STANDARDS

The Provider agrees to abide by and perform his/her duties in accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances regulating his/her profession.

## AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

The Department and Provider will follow any changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

## HIPAA AGREEMENT

(See attached Addendum for Contractors under the Health Insurance Portability and Accountability Act of 1996)

## ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the Department.

## ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties.

## PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatsoever.

## NO WAIVER

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.

**TEXAS LAW**

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Laredo, Texas.

SIGNED, accepted, and agreed to this____day of_____, 2025, by the undersigned parties, executed in duplicate by authorized representatives.

CITY OF LAREDO

By: _____

Joseph W. Neeb Date
City Manager

RECOMMENDED

By: _____

Richard A. Chamberlain, Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM:
Doanh T. Nguyen, City Attorney

By: _____

Amber R. Holmes Date
Assistant City Attorney

ATTESTED

By: _____

Mario Maldonado, Jr. Date
City Secretary

PROVIDER

By: Raymond Wolf 7/29/2025

Raymond Wolf Date
Chief Operating Officer
US Televero Health, PA

REIMBURSEMENT ADDRESS
In the event EFT is delayed, reimbursement will be sent to:

US Televero Health, PA
6101 W. Courtyard Drive
Suite 2-225
Austin, TX 78730

Tax ID Number:
85-2527678

**ATTACHMENT A**

SERVICE FEES

| | Services Included for Adults | Price Per Consult Block | | |
|---|---|---|---|---|
| | | **Initial Evaluation 60 minutes** | **Follow-up Appointment 30 minutes** | **Transfer Appointment 60 minutes** |
| **1** | Psychiatrist or Psych Resident, MD | $310.00 | $190.00 | $190.00 |
| **2** | Counseling session with LPC or LCSW | $200.00 | $200.00 | $200.00 |

**Notes:**

- Total consult block includes the evaluation and treatment of patient while the patient is present, as well as records review, documentation, administrative tasks, and consultation with the patient's care team, with or without the patient present.

- Fee structure includes technology support and maintenance fees.

- All Service Fees are subject to the following Cancellations/No-shows Policy**:** CLPHD agrees to maintain a monthly no-show (no appearance) or late cancel (< 24 hours) rate of ten percent (10%) or below. An additional $25 charge per appointment will be added to the cost of each appointment for any month in which the average no-show/ late cancelation rate exceeds the agreed upon amount 10%. This includes new patient evaluations, follow-up and transfer appointments.

TECHNOLOGY FEES & SUPPORT

| | **Items Included** | **Units** | **Price** |
|---|---|---|---|
| **1** | Software Licensing Fees | In the delivery of services | $150/month |
| **2** | Patient access to (iOS, Android, smartphone/tablet) | In the delivery of services | Included |
| | | **TOTAL** | **$1800.00** |

**Fees Include:**

1. Standard client configurations, setup, and training support
2. Ongoing support services for admin and user generated requests

Additional Televero services for custom programming, configurations, or integrations may be provided under additional scope of work.

## ATTACHMENT B

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

This is a HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (Hereinafter "HIPAA") Business Associate Agreement made between US Televero Health,P.A., Business Associate (hereinafter "BA") and the undersigned City of Laredo through its City of Laredo Public Health Department-Covered Entity, (hereinafter "CE"), in consideration of the use and disclosure of Protected Health Information (hereinafter "PHI") on behalf of the CE, in accordance with the Standards for Privacy of Individually Identifiable Health Information pursuant to the Health Insurance Portability Act of 1996 (HIPAA).

### RECITALS

That it is the desired intention of the CE to disclose certain information to the BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI.

Other than limitations set forth in this agreement, the forthwith BA may use or disclose PHI solely to perform the agreed upon services contracted with the CE.

The HIPAA Regulations, 45 C.F.R. § 164.502 (e)(2), requires the CE to enter into an agreement with the BA prior to disclosure of PHI that contains the specific requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.504(e). In accordance with the HIPAA Regulations, these specific requirements are contained in this Business Associate Agreement.

### OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate (BA) Agrees to the following:

1. Except as otherwise limited in this Agreement, the BA may not use or disclose PHI other than what is permitted or required by this Agreement or is required by law.
2. To use all of the necessary and essential safeguards in a permitted disclosure in no other manner that would not constitute a violation of the Privacy Rule if disclosed by the BA.
3. To report to the CE any use or disclosure of the PHI not provided for by this Agreement within five (5) days of becoming aware of such disclosure.
4. To ensure that the BA make a proper accounting of all information of the PHI and maintain all of its internal practices, books and records relating to the use and disclosure of PHI received from or created; or received by the BA on behalf of the CE and make available to the Secretary of Health and Human Services 200 Independence Avenue, S.W., Washington D.C., 20201 or by telephone at (800) 368-1019, so as to determine the CE's HIPAA compliance status.
5. The BA shall take the appropriate safeguards necessary to prevent the use or disclosure of PHI.
6. All agents of the BA shall additionally comply and agree in writing to comply with the same restrictions and conditions incumbent upon the BA with respect to the PHI. As additional assurance of this compliance, the BA shall implement and impose sanctions against any agents or subcontractors who violate these restrictions or conditions of any such violation.

## OBLIGATIONS OF COVERED ENTITY (CE)

That the CE shall be responsible for using all necessary and appropriate safeguards in order to ensure and maintain confidentiality, privacy and the utmost security of PHI transmitted to the BA pursuant to this Business Associate Agreement and furthermore shall notify the BA of any existing restrictions as to the use or disclosure of any PHI including any known changes in or revocations of permission by any individual whose PHI is transmitted to such extent that such changes may affect the BA use or disclosure of this PHI.

## TERM AND TERMINATION

The term of this Agreement shall be effective and shall remain in force for the duration of the professional services agreement between the parties. Upon any material breach by the BA where a cure is not possible the CE may immediately terminate this Agreement. Thereafter all PHI shall be returned to the CE by the BA.

In WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the following directive.

BUSINESS ASSOCIATE

By: Raymond Wolf 7/29/2025
Raymond Wolf Date
COO US Televero Health, PA

COVERED ENTITY
City of Laredo Public Health Department

By: _____
Richard A. Chamberlain Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health Department

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Resolution 28.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify and enter into a continuation contract from the Texas Health and Human Services Commission (HHS) for the Texas Home Visiting (THV) Project Grant in the total amount not to exceed $1,700,000.00, with no match for the City of Laredo Public Health Department for a two-year term period from September 01, 2025 through August 31, 2027. Funds will be accounted for in the Laredo Public Health Department Fund - Texas Home Visiting (THV) Project 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 quality health services in underserved neighborhoods
- **Goal 7.3:** Improve maternal and child health outcomes
- **Policy 7.3.1:** Promote early childhood interventions and prenatal care services
- **Policy 7.3.2:** Increase support programs for at-risk families and first-time mothers

**Summary of alignment:**

This resolution supports the Viva Laredo Comprehensive Plan by expanding early intervention and preventive services that directly enhance maternal and child health outcomes. The Texas Home Visiting Program improves access to prenatal and postnatal care, promotes child development, and connects vulnerable families to critical social and health services. These services align with citywide goals to strengthen the health and wellness of underserved populations, reduce disparities, and invest in early childhood development as a foundation for long-term community success.

**PREVIOUS COUNCIL ACTION**
On September 19, 2022, Council approved Resolution 2022-R-158.

**BACKGROUND**
The City of Laredo Public Health Department is continuing its contract with the Health and Human Services Commission for the continuation of the Texas Home Visiting (THV) Project Grant. Through this agreement, the Public Health Department will provide home visitation services for first-time mothers to enhance early and timely access to women's care, improve women's health outcome and improve children's growth, development and wellness as well as assure prevention of potential risks in women and child neglect and abuse. Providing these services through maternity and prevention routine services will greatly improve outcomes and assure the continuum of care and link first time

mothers, their children and their families to all social services needed to improve the quality of life.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that Council approve the Resolution.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Texas Home Visiting (THV) Project Grant |
| Account #: | 226-0000-321-6301 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
The revenue account 226-0000-321-6301 and the expenditure division is 226-6104 with Project Number HENF15 and HENF16.

# Every Body Texas
# SUB-RECIPIENT CONTRACT

**THIS AGREEMENT** ("Agreement") establishes the arrangement between Women's Health and Family Planning Association of Texas d.b.a. Every Body Texas, a Texas nonprofit corporation, with its principal offices located in Austin, Texas, and Sub-recipient: City of Laredo Public Health ("Sub-recipient"), a nonprofit corporation with its principal office located at 2600 Cedar Avenue, Employer Identification No.: 74-6001573 , Unique Entity ID.: HWX7C56NNUV1, to implement the Every Body Texas Title X project for the 4/1/2025 through 3/31/2026 grant period, consistent with the applicable requirements of the federal and state rules and regulations.

## RECITALS

**WHEREAS**, Every Body Texas was awarded federal financial assistance in the amount of 7038901 from the U.S. Department of Health and Human Services ("DHHS") on 4/1/2025 pursuant to the provisions of the Public Health Service Act (42 U.S.C. 300, et seq.) ("Act") to manage the Project for the provision of family planning services (Assistance Listing Number 93.217) in the State of Texas (Federal Award Identification Number (FAIN) FPHPA 006521-04-00) for the period of performance 4/1/2025 through 3/31/2026.

**WHEREAS**, the Sub-recipient has been and is engaged in providing the public with qualified medical, counseling, educational, and outreach services in the area of family planning.

**WHEREAS**, the Sub-recipient has agreed to provide directly to the public certain services related to the Project, defined for purposes of this Agreement as medical counseling, educational, and outreach activities in the area of family planning ("Project Services"), financed in whole or in part by the grant award pursuant to the Act in accordance with the Act and the regulations promulgated thereunder, and in cooperation with and in accordance with the goals, policies, procedures, and standard statements of Every Body Texas.

**WHEREAS**, Subrecipient shall not provide abortion as a method of family planning and is prohibited from using any Project resources to perform or promote such procedures.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I – TERM OF AGREEMENT

Section 1.1 This Agreement shall be in effect for a term of 12 months commencing on 4/1/2025 until 3/31/2026 unless earlier terminated as provided elsewhere herein upon delivery of written notice by Every Body Texas to Sub-recipient not less than ten (10) days prior to the expiration of the term of the agreement.

## ARTICLE II – SCOPE OF WORK OF SUB-RECIPIENT

Section 2.1 Sub-recipient shall provide Project Services to unduplicated clients 729 during the 4/1/2025 – 3/31/2026 performance period at the designated Title X service sites, and at such other sites and locations where clients receive family planning services that support the goals of the Project.

Section 2.2 In the event that Sub-recipient provides Project Services to the minimum number of unduplicated clients prior to the end of the Term of Agreement, Sub-recipient shall nonetheless continue to provide Project Services and submit client data through the end of the Term. Every Body Texas must be immediately notified in writing if Sub-recipient is unable to provide family planning services to all individuals seeking such services.

Section 2.3 Sub-recipient will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

(a) Sub-recipient shall provide all Food and Drug Administration (FDA)-approved methods of contraception, including long-acting reversable contraceptive methods, natural family planning, and emergency contraception. If Sub-recipient cannot provide all methods of contraception on-site, Sub-recipient must immediately notify Every Body Texas in writing. For methods not available on-site sub-recipients must provide a prescription to the client for their method of choice or referrals to another provider, as requested.

(b) Sub-recipient shall provide voluntary, confidential family planning services to all who request it, regardless of religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status. Sub-recipient shall ensure that acceptance of services may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the recipient.

(c) Sub-recipient shall provide all services in a manner which protects the individual client's privacy and dignity.

(d) Sub-recipient shall provide Project Services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning.

(e) Sub-recipient shall ensure all persons' freedom of choice of contraceptive method as long as there are no medical contraindications to the method selected.

(f) Sub-recipients shall obtain sufficient informed consent from all clients.

(g) Sub-recipient shall offer all laboratory services on-site or through a contractual or referral arrangement consistent with Title X guidelines. Sub-recipient must assure that the provision of all pharmaceuticals on-site is done so in a manner consistent with all rules and regulations of the State of Texas.

(h) Sub-recipient shall ensure that priority in the provision of services will be given to persons from a "Low-Income Family", a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. unless otherwise defined by applicable DHHS regulations. Sub-recipient shall ensure that no charge will be made for family planning services provided to any person from a Low-Income Family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. Any charge made for services hereunder shall be made in compliance with DHHS regulations and the Every Body Texas Title X Policy on Client Fee Guidelines. Sub-recipient will submit to Every Body Texas on an annual basis, its fee schedule, schedule of discounts, and policies and procedures related to client fees.

(i) Sub-recipient shall submit invoices for services, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal or contractual obligation to reimburse Sub-recipient for services rendered.

(j) Sub-recipient shall develop, manage, and conduct the Project and provide Project Services related to family planning in compliance with the requirements of the Act, all regulations promulgated and/or amended by DHHS under the Act ("DHHS Regulations"), applicable legislative mandates, applicable DHHS policies, procedures, conditions, and standards, as amended from time to time, OPA Title X Program Handbook; Providing Quality Family Planning Services (QFP); 42 U.S.C. §256b, as applicable (340B drug pricing agreements); 2 CFR Part 200 and 45 CFR 75, as applicable; 1 TAC Chapter 382, as applicable (Women's Health Services rules); 1 TAC Chapter 371, Subchapter G, as applicable (Medicaid program integrity rules); the Texas Medicaid Providers and Procedures Manual, as applicable; and Every Body Texas Title X Policy and Procedure Manual, as amended from time to time. In addition, the Sub-recipient's Project shall conform to Every Body Texas's Medical Standards ("Medical Standards").

(k) Sub-recipient shall provide services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate Project Services.

(l) Sub-recipient shall coordinate and establish referral arrangements with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to Sub-recipient Title X service site(s), when feasible, in order to promote access to services and provide a seamless continuum of care. If Sub-recipient subcontracts any of the core family planning services under the Title X project, Sub-recipient shall submit a copy of its written agreement with the subcontractor for prior approval by Every Body Texas.

(m) Sub-recipient shall establish and implement planned activities to facilitate opportunities for community education, participation, and engagement designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of Project Services, and to promote continuing participation in the Project by persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services. . All informational or educational material(s) utilized by Sub-recipient in connection with the Project shall be in accordance with the Every Body Texas's Information and Education Material Review Guidance.

(n) Sub-recipient shall acknowledge federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents -- such as tool-kits, resource guides, websites, and presentations -- describing the projects or programs funded in whole or in part with HHS federal funds, the sub-recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the sub-recipient entity must include an acknowledgement of federal assistance as outlined in Every Body Texas's Title X Policies and Procedures Manual.

(o) Sub-recipient shall provide Title X orientation and in-service training for its family planning program personnel, volunteers, and Board of Directors and/or other governing body in accordance with Every Body Texas's Title X Policies and Procedures Manual.

(p) Sub-recipient shall ensure attendance by a minimum of two (2) staff members, one (1) of which is a direct service provider, at the Every Body Texas Title X Conference. Participation in Every Body Texas's other training opportunities are highly encouraged.

(q) Sub-recipient shall provide family planning medical services: (1) under the direction of a physician with special training or experience in family planning; and (2) in compliance with all state practice standards and/or standards of care.

(r) Sub-recipient shall provide accurate and timely information on the clients served and services provided through Every Body Texas's central data processing agreement with Ahlers and Associates by the 15th day of the following month.

(s) Sub-recipient shall maintain confidentially and security of all client records, including the reports of those clients served in non-traditional settings, in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 &164) as amended from time to time (collectively "HIPAA"). All information obtained by Sub-recipient or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA. Sub-recipient specifically affirms and agrees that persons from a Low-Income Family will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to clients promptly upon presentation of a written authorization as provided by Texas law. Sub-recipient acknowledges that the provisions of this paragraph survive the termination of the Agreement.

(t) Sub-recipient shall not provide abortion as a method of family planning and is prohibited from providing services that directly facilitate the use of abortion as a method of family planning, such as providing transportation for an abortion, explaining and obtaining signed abortion consent forms from clients interested in abortions, negotiating a reduction in fees for an abortion, and scheduling or arranging for the performance of an abortion, promoting or advocating abortion within Title X program activities. Sub-recipient may not provide pregnancy options counseling which promotes abortion or encourages persons to obtain abortion, although they may provide clients with complete factual information about all medical options and the accompanying risks and benefits. Sub-recipient may provide a referral for abortion, which may include providing a patient with the name, address, telephone number, and other relevant factual information about an abortion provider.

## ARTICLE III – SCOPE OF WORK BY Every Body Texas

Section 3.1 Every Body Texas shall advise Sub-recipients of all changes in federal requirements and guidelines which relate to the development and implementation of the Project. However, a failure or delay in notifying the Sub-recipient of such changes will not relieve the Sub-recipient of the responsibilities described in this Agreement.

Section 3.2 Every Body Texas shall monitor programmatic, clinical, and fiscal operations of the Sub-recipient as they relate to the Project and/or the provision of Project Services

and shall have the right to require Sub-recipient to implement reasonable changes to such operations based on Every Body Texas's findings.

Section 3.3 Based on information obtained as a result of Every Body Texas staff's contact with Sub-recipient, including site visits, chart audits, and review of financial and client data, Every Body Texas may recommend appropriate technical assistance and/or training. Every Body Texas shall work with Sub-recipient to obtain required and/or requested technical assistance and/or training at no or minimal cost to the Sub-recipient.

Section 3.4 Every Body Texas staff shall be available during normal business hours to Sub-recipient and on an ongoing basis to discuss policy and other questions related to the Project and Project Services.

Section 3.5 Every Body Texas shall ensure that Sub-recipient is eligible for 340B pharmacy purchasing system consistent with the rules and regulations of the DHHS Office of Pharmacy Affairs.

Section 3.6 Every Body Texas shall provide access to the Every Body Texas central data processing system provided by Ahlers and Associates.

## ARTICLE IV – COMPENSATION

Section 4.1 The amount of the Title X grant funds to be paid to the Sub-recipient by Every Body Texas pursuant to this Agreement is $56214 in the aggregate, according to the following terms and conditions.

(a) The parties acknowledge and agree that all payments made by Every Body Texas to Sub-recipient shall be deemed payments of the Base Amount, and Sub-recipient shall not be entitled to payment of any additional amounts hereunder for Project Services provided prior to the Effective Date except to the extent set forth in Section 4.2 below.

(b) Every Body Texas shall remit the Base Amount to the Sub-recipient in monthly installments. Payment shall be made no later than the 15th of every calendar month during the Term of Agreement. Every Body Texas's obligations to pay the Base Amount pursuant to this section shall be expressly conditioned upon the disbursement to Every Body Texas of grant funds by DHHS for the Project with respect to the relevant portion of the performance period beginning 4/1/2025. To the extent such grant funds are not disbursed, then Every Body Texas's obligation to pay the Base Amount to the Sub-recipient shall be deferred until such grant funds are received.

(c) The Sub-recipient may elect to have the monthly installments of its allocation disbursed via one of the options listed below:

a. The base amount will be evenly distributed over the course of the 12 months of the Fiscal Year: ☐

b. The base amount will be distributed over the course of the first 5 months of the Fiscal Year: ☒

(d) If there is an increase in federal financial assistance awarded to Every Body via an additional Notice of Award, Every Body Texas will attempt to increase the amount of Title X grant funds to be paid to the Sub-recipient in a manner which is commensurate to the increase in federal financial assistance offered to Every Body Texas.

(e) The Sub-Recipient acknowledges that if there are no increases in federal financial assistance, the Sub-Recipient must still meet the obligations of this Sub-Recipient Contract.

(f) It shall be a condition precedent to Sub-recipient's right to receive a scheduled portion of any Base Amount that (1) Sub-recipient has submitted all programmatic and/or fiscal reports and client data required pursuant to this Agreement, and (2) Sub-recipient has materially complied with the terms and conditions of this Agreement as determined by Every Body Texas in its sole discretion.

(g) The Base Amount will be earned by the Sub-recipient by providing Project Services to unduplicated clients (Client Quota) 729 during the Term of Agreement. The definition of a family planning client is described in the definitions for the completion of the DHHS Title X Family Planning Annual Report (FPAR) and in Every Body Texas's Data Manual. Each client will be counted at their first visit during the Term of Agreement and will earn $77.11 toward the satisfaction of the Base Amount.

(h) Sub-recipient must submit all client data for the Term of Agreement no later than forty-five (45) days from the end of the Term of Agreement (3/31/2026). After this date Sub-recipient contract performance will be determined based on client data reported.

(i) Should the Sub-recipient exceed its Client Quota during the Term of Agreement, based on the availability of funds, Every Body Texas will provide additional funding for all or a portion of clients served beyond the Sub-recipient Client Quota. Sub-recipient acceptance of additional funds will serve to fulfill Every Body Texas's obligation to the Sub-recipient for the Term of Agreement.

(j) Should the Sub-recipient fail to achieve its Client Quota, based on the number of clients served during the Term of Agreement, multiplied by the Per Client Rate, a deferred support account for the amount the Sub-recipient under-earned will be established and must be acknowledged in the Sub-recipient's financial records. Every Body Texas and the Sub-recipient will develop a repayment plan, which may include offsetting debt by reducing the annual allocation amount and/or offsetting debt by exceeding the client quota. However, should a Sub-recipient fail to achieve its Client Quota in the final year of the period of performance a deferred support account will not be established and

the Sub-recipient shall pay to Every Body Texas the entire amount promptly and, in any event, within thirty (30) days of the end of the final grant period.

(k) If the Sub-recipient has a deferred support account and the Agreement is terminated and Every Body Texas and the Sub-recipient are unable to negotiate a new Agreement, then Sub-recipient shall pay to Every Body Texas the entire amount promptly and, in any event, within thirty (30) days of Every Body Texas's written determination. Special permission may be granted by Every Body Texas to pay via a payment plan with the last payment due at or before the close of the grant period.

Section 4.2 From time to time, Every Body Texas will administer Special Funds to Sub-recipients. Every Body Texas will inform Sub-recipients of the specific policies and procedures to access each fund. All clients benefiting from these funds must be documented in Every Body Texas's centralized data system. Every Body Texas provides these funds to Sub-recipients in addition to the Base Amount.

Section 4.3 All amounts paid to Every Body Texas by the Sub-recipient, which are subsequently found to be unallowable under the Act or DHHS regulations, shall be refunded by the Sub-recipient promptly after written notice is delivered.

Section 4.4 The collection and use of program income from the Project shall comply with DHHS Regulations and Every Body Texas Policies and Procedures. Sub-recipients shall report all such income to Every Body Texas as required for federal reporting.

## ARTICLE V – REPORTING AND RETENTION OF RECORDS

Section 5.1 Sub-recipient shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant funds and program income.

Section 5.2 Sub-recipient shall have its accounting records audited annually by an independent certified public accountant or other party acceptable to Every Body Texas to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement and all applicable State and Federal regulations. Such audit shall further be conducted in accordance with the applicable DHHS Grants Policy Statement 45 CFR Part 75, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to Every Body Texas. A copy of the completed audit report shall be made available to Every Body Texas within ninety (90) days of the completion of the audit.

Section 5.3 Sub-recipient shall provide to Every Body Texas family planning revenue information on a quarterly basis, based on instructions provided by Every Body Texas and in compliance with FPAR definitions. Sub-recipient shall, at Every Body Texas's request, make all Project, medical, and financial records available for review by Every Body Texas or DHHS.

Confidentiality and security of client information and/or data shall be maintained by both parties and their respective representatives and agents.

Section 5.4 Sub-recipient must report all required encounter level data for family planning services provided under the Project to the Every Body Texas centralized data system by the 15th day of the following month and in a format approved by Every Body Texas.

Section 5.5 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all records pertaining to the Project for five (5) years. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later. Sub-recipient shall retain personnel and payroll records related to the Project for a minimum of seven (7) years after issuance of the applicable W-2s. Sub-recipient shall retain all records pertaining to the purchase of equipment (as defined below) using any portion of the Grant Award for a minimum of three (3) years after disposition of such equipment.

Section 5.6 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all medical records pertaining to the Project for seven (7) years or for the period prescribed by statute, regulation, or policy, whichever period is longer. Sub-recipient shall maintain medical or clinical records in accordance with regulations including, but not limited to, the following: Texas Health & Safety Code §241.103, as applicable (hospital records); 22 TAC §165.1 (medical records), all as amended from time to time. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

## ARTICLE VI – GENERAL TERMS AND CONDITIONS

Section 6.1 In performing its duties under this Agreement, Sub-recipient is acting as an independent contractor, not as an agent of Every Body Texas, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

Section 6.2 Sub-recipient shall comply with all DHHS Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent, and copyrights to Every Body Texas.

Section 6.3 Sub-recipient shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the Sub-recipient.

Section 6.4 Sub-recipient shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

Section 6.5 Unless otherwise specified in this Agreement, Sub-recipient shall acquire and maintain, for the duration of this Agreement, insurance coverage necessary to ensure proper fulfillment of this Agreement and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry.

Section 6.6 Sub-recipient shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that Sub-recipient is fully protected. Texas places a Two Hundred and Fifty Thousand Dollar ($250,000) cap on non-economic damages for all doctors and other individual healthcare providers. There is also a Two Hundred and Fifty Thousand Dollar ($250,000) non-economic damages cap placed on each hospital. In total, for all hospitals and other institutions, there is a Five Hundred Thousand Dollar ($500,000) non-economic damages cap.

Section 6.7 The parties agree to the following indemnification provisions:

(a) Sub-recipient shall indemnify, defend, and hold harmless Every Body Texas and its Related Persons (collectively "Every Body Texas Indemnitees") for all losses, damages, claims, costs, liabilities, expenses, or obligations (including, without limitation, reasonable attorneys' fees and associated expenses) (collectively "Losses"), incurred or suffered by the Every Body Texas Indemnitees based upon, arising out of, or resulting from (1) the provision of Project Services or other activities by Sub-recipient, (2) the actions of Sub-recipient pursuant to this Agreement, or (3) any claims, investigations, audits, reviews, request for information, or other proceedings involving any third-party (including any governmental or regulatory authority), but in each case only to the extent such Loses are not caused by a breach by Every Body Texas of its obligations under this Agreement. "Related Persons" means agents, officers, employees, directors of a person, and their respective affiliates.

(b) Every Body Texas shall indemnify, defend, and hold harmless Sub-recipient and its officers, directors, employees, and agents (collectively "Sub-recipient Indemnitees") for all Losses incurred or suffered by the Sub-recipient Indemnitees to the extent based upon, as a result of or arising from Every Body Texas's or its Related Persons' material breach of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, Every Body Texas shall not be liable for any Losses caused by, arising out of, or related to the Agreement, unless such Losses are finally adjudicated to be the result of the gross negligence or willful misconduct of Every Body Texas and/or its Related Persons.

(d) The maximum amount of indemnifiable Losses pursuant to Section 6.7(a) and (b) shall equal all amounts paid by Every Body Texas to Sub-recipient pursuant to this Agreement.

Section 6.8 Sub-recipient shall comply with DHHS Regulations pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. Sub-recipient shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by Every Body Texas in accordance with DHHS Regulations and procedures. For purposes of this Agreement, "Equipment" shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000) or more per unit.

Section 6.9 Sub-recipient shall give prompt notice to Every Body Texas of any audits, inspections, investigations, requests for records from any governmental agency or its designee, civil investigative demands, subpoenas, notices of potential or final violation, or any other proceedings threatened or instituted against it in any court, administrative tribunal, commission, or other regulatory body which, if adversely determined, could have a material effect upon the Project, Sub-recipient's assets or operations.

Section 6.10 Consistent with 45 C.F.R. § 75.113 Subrecipient must disclose, in a timely manner, in writing to Every Body Texas and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 6.11 The Sub-recipient certifies by signing this Agreement that it will comply with the provisions of the Federal "Certification Regarding Lobbying", which provides that no federally appropriated funds will be paid by or on behalf of the Sub-recipient to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer an employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any of the aforementioned persons, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

Section 6.12 Sub-recipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 6.13 Sub-recipient shall not use Title X funds to pay for salaries in excess of the Executive Level II of the Federal Executive Pay Scale. That Amount is $225,700.00 . For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

Section 6.14 Consistent with 2 CFR 200.414 sub-recipient may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC). As described in 2 CFR 200.414(f), costs must be consistently charged as either indirect or direct costs but may not be double charged

or inconsistently charged as both. Sub-recipient may instead use an indirect cost rate approved by the Department of Health and Human Services (HHS) or another cognizant federal agency.

Section 6.15 Sub-recipient agrees to comply with all applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) and any related regulations. As part of this compliance, Sub-recipient shall provide, on an annual basis, a report to Every Body Texas listing the names and total compensation of the five highest-paid executives of Sub-recipient if in the preceding fiscal year Sub-recipient received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to the information. Sub-recipient acknowledges that failure to comply with this reporting requirement, including all applicable deadlines, may result in a breach of contract and may affect the eligibility for future funding.

Section 6.16 Consistent with CFR 200.216 subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

(a) Procure or obtain,

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**ARTICLE VII – TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENTS**

Section 7.1 This Agreement shall terminate automatically if the Title X Grant to Every Body Texas, or any portion of such Grant designated by Every Body Texas for the Sub-recipient's

Project, is transferred to another entity, suspended, or terminated. This Agreement shall be amended if said Title X funds are reduced, at the sole discretion of Every Body Texas.

Section 7.2 This Agreement may be terminated by Every Body Texas upon sixty (60) days prior written notice to Sub-recipient, if Sub-recipient breaches any provision of this Agreement or any additional requirements or conditions applicable to this Agreement.

Section 7.3 In lieu of termination, Every Body Texas may, in its sole discretion, issue a warning letter stating that Sub-recipient has a specified number of days to cure its noncompliance to the satisfaction of Every Body Texas. If the noncompliance is not cured to Every Body Texas's satisfaction at the end of such specified period, Every Body Texas may suspend payments to Sub-recipient under this Agreement. Every Body Texas may also immediately suspend payments as a result of Sub-recipient's noncompliance at Every Body Texas's sole discretion. When Sub-recipient's noncompliance has been corrected to the satisfaction of Every Body Texas, payments under this Agreement shall be reinstated.

Section 7.4 During the Term of Agreement, if a Sub-recipient intends to terminate this agreement, or to discontinue Title X services at a service site, the Sub-recipient must notify Every Body Texas in writing ninety (90) days prior, but no less than sixty (60) days prior to taking any of these actions. In each case, Sub-recipient will comply with all Every Body Texas closure procedures, as outlined in Every Body Texas's Title X Policy and Procedure Manual. Any payable owed to Every Body Texas is due after termination, as outlined in Section 4.1(h) above.

Section 7.5 This Agreement may be terminated by Sub-recipient upon sixty (60) days prior written notice to Every Body Texas in the event that:

(a) Every Body Texas breaches any material provision of this Agreement; or

(b) Additional requirements or conditions imposed on this Agreement by the Act, DHHS Regulations, or the terms and conditions of the DHHS Grant would materially increase the costs or other burdens of the Sub-recipient in fulfilling its duties under this Agreement.

Section 7.6 This Agreement may be terminated at any time by the mutual agreement of both the Sub-recipient and Every Body Texas.

Section 7.7 Upon termination of this Agreement, as provided above, neither party shall have any further obligations hereunder except for:

(a) Obligations accrued for Project Services provided to unduplicated clients prior to the date of termination.

(b) Obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term of Agreement.

## ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 8.1 Every Body Texas's Title X Project Director, who will serve as the Sub-recipient's initial point of contact, is designated as:

Name: Gina Barrios

Contact Information: Gina.Barrios@EveryBodyTexas.org

Section 8.2 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to Every Body Texas: 314 E. Highland Mall Blvd. Suite 400, Austin, TX 78752

If to Sub-recipient:

Or to other such address as either party shall specify to the other by advance written notice.

Section 8.3 Designated officials are appointed as follows:

(a) The Sub-recipient appoints Richard Chamberlain as its designated agent for administering its obligations under this Agreement.

(b) Every Body Texas appoints Chief Executive Officer , Krstie Bardell , as its designated agent for administering Every Body Texas's obligations under this Agreement.

(c) The individuals designated above are designated for the purpose of notice and convenience and, under no circumstance, shall either person identified be held personally or individually liable or responsible for the actions, representations, or undertakings contained herein or taken pursuant to this Agreement by Every Body Texas or Sub-recipient.

Section 8.4 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

(a) All decisions rendered pursuant to termination herein.

(b) All actions for breach of this Agreement or noncompliance brought by either Every Body Texas or Sub-recipient.

(c) All other actions or claims asserted by Every Body Texas arising from management or administration of the Project by Sub-recipient.

(d) All other actions or claims asserted by Sub-recipient arising from Every Body Texas's management or administration of the Title X Grant.

Section 8.5 The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in the Texas Arbitration Act and that each party shall bear its own costs arising from the arbitration proceedings.

Section 8.6 This Agreement shall be governed by the laws of the State of Texas applicable to agreements to be performed wholly within the State of Texas. The federal and state courts of Travis County, Texas shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of or be brought in connection with or by reason of this Agreement.

Section 8.7 Except as expressly provided herein, no delay or omission to exercise any right, power, or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power, or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

Section 8.8 Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. References to "including," "includes," and similar words shall be deemed to mean "including, without limitation"

Section 8.9 Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of any party, Sub-recipient shall execute such additional instruments and take such additional acts as are reasonable and as Every Body Texas may deem necessary or desirable to effectuate the purpose of this Agreement.

Section 8.10 This Agreement and amendments hereto shall be in writing and may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. If any signature is delivered by facsimile or electronic transmission (including but not limited to Portable Document Format (PDF) or Tagged Image File Format (TIFF)), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or electronic copy were an original thereof.

Section 8.11 Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representatives) that administer Medicaid, or any other payer, or any other federal, state, or local government or agency, passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect which

prohibits, restricts, limits, or otherwise materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation, or change, and the parties shall negotiate in good faith to accomplish such amendment. If, following good faith negotiation for a period of thirty (30) days following such notice to amend, the parties fail to enter into a written amendment, then either party shall have the right to terminate this Agreement.

Section 8.12 With respect to the subject matter herein, the Agreement (including all exhibits and schedules hereto) and any agreements and documents specifically referenced herein, if any, constitute the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments. The parties specifically acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no other.

Section 8.13 For auditing purposes, the current fiscal year of Every Body Texas is from 4/1/2025 through 3/31/2026. The current fiscal year for the Sub-recipient is 10/1/2025 through 9/30/2026.

**Every Body Texas**
**SUB-RECIPIENT CONTRACT**

Every Body Texas

By: Krstie Bardell

**Printed Name:** Krstie Bardell
**Title:** Chief Executive Officer
**Date:** 5/2/2025 5:43:05 PM

City of Laredo Public Health

By:

Printed Name: Joseph W. Neeb
Title: City Manager
Date: 5/20/25

The parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first written above.

**CITY OF LAREDO**

RECOMMENDED

By: _____ 5 22 25

Richard A. Chamberlain Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM
Doanh T. Nguyen, City Attorney

By: _____ 5/20/25

Amber R. Holmes Date
Assistant City Attorney

ATTESTED

By: _____

Mario I. Maldonado, Jr. Date
City Secretary

**2025-R-206**

**AUTHORIZING THE CITY MANAGER TO RATIFY AND ENTER INTO A CONTINUATION CONTRACT FROM TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHS) FOR THE TEXAS HOME VISITING (THV) GRANT PROGRAM, IN THE TOTAL AMOUNT NOT TO EXCEED $1,700,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR A TWO-YEAR TERM PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2027. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – TEXAS HOME VISITING (THV) PROJECT GRANT.**

**WHEREAS,** the Health and Human Services Commission continues to contract with the City of Laredo Public Health Department for the Texas Home Visiting (THV) Grant Program. The Texas Home Visiting Grant Program provides home visitation services for first-time mothers to enhance early and timely access to women's care, improve women's health outcome and improve children's growth, development and wellness as well as assure prevention of potential risks in women and child neglect and abuse and;

**WHEREAS**, through this program, the City of Laredo Public Health Department provides maternity and prevention routine services that will greatly improve outcomes and assure the continuum of care and link first time mothers, their children and their families to all social services needed to improve the quality of life.

**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 continuation from the Texas Health and Human Services Commission (HHS) for the Texas Home Visiting (THV) Grant Program, in the total amount not to exceed $1,700,000.00, with no match for the City of Laredo Public Health Department for a two-year term period from September 01, 2025 through August 31, 2027. Funding is available in the Laredo Public Health Department Fund - Texas Home Visiting (THV) Grant Program.

**Section 2:** Funding is available in revenue account 226-0000-321-6301 and the expenditure division is 226-6104 with project number HENF15 and HENF16.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.**

_____

**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:** 9/2/2025 **Consent Agenda 29.**

**SUBJECT**
Consideration to reject the two bids received for FY25-042 Physician Services and authorize to rebid for Physician Services as the bids received did not meet the Request for Qualification minimum criteria.

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

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The Human Resources Department is seeking to engage the services of an independent, licensed in Texas physician to provide medical services at the City of Laredo Human Resources Department Employee Health and Wellness Clinic. Request for Qualifications for Physician Services FY25-042 was issued July 1, 2025 and closed on July 21, 2025 receiving only 2 bids.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Approval of this item.

### Fiscal Impact

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

**FINANCIAL IMPACT:**
N/A

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Resolution 30.**

**SUBJECT**
A Resolution of the City of Laredo, Texas, to adopt a Compressed Workweek policy for eligible City employees, establishing guidelines for implementation, and authorizing the City Manager and Human Resources Department to oversee compliance and review.

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

**PREVIOUS COUNCIL ACTION**
On June 16, 2025 City Council approved for City Management to conduct a feasibility study on implementing a four-day ten-hour work week City employees and identifying the departments suitable for participation; and any matter incident thereto.

**BACKGROUND**
The proposed resolution formalizes the City of Laredo's commitment to fostering a supportive and innovative workplace that promotes a balanced work-life environment for all employees. This policy will adopt a compressed workweek that aims to enhance employee morale, well-being, and job satisfaction, while maintaining high standards or performance, productivity and service delivery to the public.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Approval of this item.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 25-26 |
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | N/A |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
N/A

**RESOLUTION NO. 2025-R-205**

**A RESOLUTION OF THE CITY OF LAREDO ESTABLISHING A COMPRESSED WORKWEEK POLICY FOR ELIGIBLE CITY EMPLOYEES, ESTABLISHING GUIDELINES FOR IMPLEMENTATION, AND AUTHORIZING THE CITY MANAGER AND HUMAN RESOURCES DEPARTMENT TO OVERSEE COMPLIANCE AND REVIEW.**

**WHEREAS,** the City of Laredo is committed to fostering a supportive and innovative workplace that promotes a balanced work-life environment for all employees; and

**WHEREAS,** the adoption of a Compressed Workweek policy aims to enhance employees' morale, well-being, and job satisfaction, while maintaining high standards of performance, productivity, and service delivery to the public; and

**WHEREAS,** the policy has been carefully crafted to ensure operational efficiency, continuity of public services, and legal compliance with all applicable laws, including the Fair Labor Standards Act (FLSA), Equal Employment Opportunity (EEO) Regulations, and the Americans with Disabilities Act (ADA); and

**WHEREAS,** the City seeks to formalize a Compressed Workweek model, eligibility criteria, compensation and benefits, leave procedures, communication strategies, and legal compliance.

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

**Section 1. Adoption**

The City Council hereby adopts the Compressed Workweek Policy (Policy No. 2025-007), effective immediately upon passage of this Resolution.

**Section 2. Implementation**

The City Manager and the Human Resources Director are authorized to take all necessary steps to implement the Compressed Workweek Policy, including the distribution of policy documents, scheduling coordination, communication with employees, and any departmental adjustments required for successful execution.

**Section 3. Authority and Oversight**

The Human Resources Department shall:

- Monitor compliance with the policy;
- Collect and analyze employee feedback and performance data on a quarterly basis;
- Conduct formal policy reviews every six (6) months;
- Provide recommendations for adjustments based on data and operational needs.

**Section 4. Departmental Responsibilities**

Department Directors shall:

- Identify and implement the most suitable Compressed Workweek model for their departments;
- Ensure uninterrupted service delivery to the public;
- Submit signed Compressed Workweek Schedule Agreements for all participating employees to the Human Resources Department;
- Monitor team performance and compliance.

**Section 5. Severability**

If any provision of this resolution or the policy is determined to be invalid or unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

**Section 6. Effective Date**

This Resolution shall become effective immediately upon adoption.

**ADOPTED this _____ day of _____, 2025.**

_____

**DR. VICTOR TREVINO**
**MAYOR**

**ATTEST:**

_____

**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

**APPROVE AS TO FORM:**

_____

**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

# City of Laredo
# Human Resources Department

## Policy 2025-007

# Compressed Workweek Policy

DRAFT

Joseph W. Neeb,
City Manager

_____

10/1/2025

City of Laredo
Human Resources
Laredo, TX
10/1/2025

**Compressed Workweek Policy**

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**Summary**

The purpose of this policy is to formally establish a Compressed Workweek structure within the City of Laredo.

This policy aims to provide our employees with a balanced work-life arrangement while maintaining high levels of performance, productivity, and customer service.

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**Applicability**

The policy applies to all eligible, full-time City of Laredo employees across all departments and locations unless specific operational requirements and functions necessitate alternative arrangements. Contract employees, part-time employees, elected officials, and members covered under a collective bargaining agreement are excluded unless explicitly covered in their employment agreements.

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**Distribution**

This policy is available in hard copy and in electronic media on the City of Laredo's website under the City Manager's Department category and in the Human Resources Department category.

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**Timing and Implementation**

The Compressed Workweek Policy is implemented based on the policy activation mechanism as outlined below. This policy shall take effect immediately upon passage and will be reviewed annually by the City Manager's Office and Human Resources Department to ensure continued legal compliance and organizational relevance.

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**Communications Plan**

The Human Resources Department will provide regular communication via email, mail-outs, flyers, posted flyers, text messaging, and newsletters will keep employees informed about program updates and deadlines.

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DRAFT

**Policy Statement:**

It is the policy of the City of Laredo to establish a Compressed Workweek Plan for its employees in order to provide our employees with a balanced work-life arrangement while maintaining high levels of performance, productivity, and customer service to the citizens of Laredo. This policy aligns with the enabling resolution adopted by the City Council.

The philosophy of the City is:

*"We believe, the City of Laredo is committed to aligning with our commitment to improve employee morale, while fostering a flexible, supportive, and innovative work culture where employees are empowered to perform at their best, while also enjoying enhanced personal time, and improved well-being. Ensuring that business operations and services to our constituents will continue efficiently."*

## *SECTION 1. WORKWEEK OPTIONS*

**Overview**

To support organizational flexibility and employee work-life balance, the Department Director may choose from several approved compressed workweek schedules for eligible staff within their department. These options are designed to allow full-time employees to complete a standard 40-hour workweek over fewer days, while still ensuring consistent operational coverage and service delivery.

A. Department Director will select one of the options listed:

**Option 1: 4/10 Schedule**

- Description: Employee works four 10-hour days (Monday–Thursday or Tuesday–Friday)
- Workweek: 40 hours
- Off Day: One fixed weekday off per week (usually Friday or Monday)
- Lunch: 1-hour unpaid break required
- Daily Hours: 7:00 AM – 6:00 PM (example; subject to department variation)

**Option 2: 4.5 Schedule**

- Description: Employee works four 9-hour days and one 4-hour day per week
- Workweek: 40 hours
- Half Day: Typically scheduled on Friday (subject to department needs)
- Lunch: 1-hour unpaid break required on 9-hour days; no lunch break required on 4-hour days
- Ideal For: Departments that benefit from partial staffing on one day while maintaining full-time coverage throughout the rest of the week

B. Team Rotation:
   - Teams alternate their off-days to ensure continuous business coverage.
   - This approach is ideal for client-facing or support functions.

C. Important Notes:
   - Directors are responsible for determining which model applies best within their divisions/departments.
   - Any changes to work schedules must be documented and submitted for approval by the Human Resources Department and City Manager.
   - Department Directors may adopt a compressed workweek schedule provided it complies with cost-neutrality, maintains public service levels, and demonstrates sufficient supervisory coverage.

## *SECTION 2. ELIGIBILITY AND PARTICIPATION*

This policy applies to:

A. All full-time regular employees across all departments and locations, unless specific operational requirements and functions necessitate alternative arrangements.
B. Elected officials, contract employees, part-time employees, interns, co-op, temporary and employees covered by a collective bargaining agreement are excluded.
C. No department may implement a compressed schedule that increases the cost to any City fund. The department's request must include a cost neutrality certification signed by the Department Director and reviewed by Budget.

## *SECTION 3. PROCEDURES*

For compressed workweek schedules request, the following procedures shall be followed:

A. The Division Manager may formally request a compressed workweek schedule that meets all staffing and operations criteria.
B. Approval by the Department Director.
C. Department requests must include:
   a. a service continuity plan demonstrating how resident-facing services will be maintained or improved, including digital or alternate service methods where needed.
   b. Organizational staffing charts proving supervisory and management staff availability during all operating hours, not just employee shifts.
   c. Schedule listing hours of operation that totals 40 hours, locations, and assigned personnel.
D. Review and approval by the Human Resources Department, accompanied by appropriate documentation
E. Final review and approval by the City Manager.
F. Once approved, the department may implement the schedule on a trial basis for 90 days (3 months).

G. During the trial period, operational impacts will be evaluated, and the division manager or Department Director must solicit feedback from staff. Feedback will be documented and considered, but lack of employee consensus shall not block implementation if operational needs and cost/service standards are met.
H. Trial evaluation criteria will explicitly measure service delivery impacts, cost neutrality, staff supervision, and employee experience.
I. If the process is determined to be functioning effectively, the Department Director may submit a formal request for final implementation to the Human Resources Director.
J. The Human Resources Director will review the final recommendation and, with the approval of the City Manager, approve or deny the long-term continuation of the compressed schedule.

**Supervisor Responsibility**

Supervisors play a key role in the successful implementation and maintenance of compressed workweek schedules. They are responsible for ensuring that operational needs are met while supporting employee participation in the program. Supervisors must actively monitor performance, workload distribution, and customer service standards to ensure the compressed schedule does not negatively affect departmental efficiency or service delivery. Each supervisor will be required to:

A. Maintain adequate staffing coverage during core business hours (8:00 AM – 5:00 PM or extended hours of operation)
B. Ensure that work assignments and deadlines are met without requiring employees to work additional hours outside their approved schedule.
C. Monitor schedule adherence, attendance, and timekeeping entries for accuracy.
D. Communicate clearly with employees about performance expectations and operational needs.
E. Address any scheduling or performance issues promptly, documenting actions taken.
F. Collaborate with the Department Director to evaluate the effectiveness of the schedule during the trial period and provide input for the final implementation decision.

**Holidays and Leave**

The City of Laredo recognizes that holidays and personal leave must be applied fairly for employees working a compressed schedule. Because compressed schedules involve varying daily hours, holiday pay is adjusted to reflect the actual hours an employee would normally work on that specific day. This ensures employees receive the same benefit as if they were working a standard schedule, without requiring them to use personal leave to make up the difference.

This section outlines how paid holidays and leave are credited and recorded for employees on an approved compressed workweek. It also ensures that leave usage aligns with the employee's scheduled hours and complies with applicable state and federal labor laws.

A. When a recognized paid holiday falls on a scheduled workday, the employee will be credited for the number of hours they were scheduled to work that day under their approved compressed schedule (i.e., 8, 9, or 10 hours)
B. Employees will not be required to use vacation, compensatory time, or other accruals to account for any difference in hours due to a holiday falling on a longer workday

**Revocation or Modification**

The City of Laredo reserves the right to revise, suspend, or terminate compressed workweek schedules at any time if operational needs, staffing changes, service delivery requirements, or performance concerns make continuation impractical. While the City supports flexible scheduling as a benefit to employees, it must never compromise the efficiency, safety, or quality of public services.

Department Directors have the authority to end or alter an employee's compressed schedule without advance notice if circumstances require immediate change. Whenever possible, reasonable notice should be given to affected employees, and any changes must be communicated to the City Manager and Human Resources Director to ensure proper documentation and compliance with City policy.

This section ensures that compressed schedules remain adaptable to changing organizational needs while maintaining fairness and transparency in how changes are applied.

**Recordkeeping**

Accurate and consistent recordkeeping is essential for ensuring compliance with federal, state, and City policies related to compressed workweeks. This section outlines the responsibilities of supervisors and employees in maintaining precise time and attendance records, verifying schedule adherence, and documenting any schedule adjustments.

A. Time must be accurately recorded and approved in the City's official timekeeping system. All hours worked, including overtime, must be properly documented to reflect the employee's compressed schedule.
B. Supervisors are responsible for ensuring compliance with the Fair Labor Standards Act (FLSA) and applicable state labor laws, which include:
    1. Ensuring non-exempt (hourly) employees are not allowed to work outside of scheduled hours—including during lunch breaks—without prior authorization
    2. Preventing any off-the-clock work, including responding to emails or calls outside of scheduled hours
    3. Accurately tracking and approving any overtime, which must be compensated in accordance with federal and state law
    4. Ensuring meal and rest periods comply with Texas Labor Code requirements and that unpaid breaks (such as the 1-hour lunch) are free of work duties

5. Monitoring daily and weekly total hours to avoid violations of maximum hours or minimum rest period requirements
6. Verifying that exempt (salaried) employees are not docked for partial-day absences in alignment with salary basis rules, unless using accrued leave
7. Any deviation from the approved schedule, including additional hours or adjustments, must be properly documented and communicated to the Department Director and Human Resources.

**Overtime and Compensatory Time**

Overtime and compensatory time must be administered in compliance with the Fair Labor Standards Act (FLSA), the Texas Labor Code, and City of Laredo policies. Compressed workweek schedules do not change overtime eligibility requirements or the way overtime is calculated.

**Non-Exempt Employees (Hourly)**

A. Overtime is paid at one and one-half times (1 ½) the employee's regular hourly rate for all hours worked over 40 in a defined workweek.
B. A compressed schedule may result in longer daily hours, but overtime pay is only triggered when total hours in the workweek exceed 40 hours, unless otherwise required by law.
C. All overtime must be pre-approved by the supervisor or Department Director before it is worked.

**Compensatory Time in Lieu of Overtime**

A. With prior approval, eligible non-exempt employees may receive compensatory time off instead of paid overtime.
B. Compensatory time is accrued at one and one-half (1 ½) hours for each overtime hour worked, in compliance with FLSA regulations.
C. Accrued compensatory time must be used within the time limits established by City policy and may be scheduled based on departmental operational needs.

**Exempt Employees (Salaried)**

A. Exempt employees are not eligible for overtime pay or compensatory time under FLSA.
B. Departments may authorize flexible scheduling for exempt employees to accommodate extended workdays in a compressed schedule without additional compensation.

**Executive Oversight**

Executive Oversight: Supervisors must maintain documentation to demonstrate compliance and be prepared to provide records upon request by the Human Resources Director, the City Manager's Office, or internal or external auditors.

## *SECTION 4. COMPENSATION AND BENEFITS*

A. Compressed Workweek must not alter salary, benefits, or leave accruals and must not generate any additional cost to any City fund.
B. All covered employees will be paid in accordance with the City's wage schedule, as referenced in the most up-to-date City's Wage Schedule located on the Human Resources Department webpage.

## *SECTION 5. COMMUNICATION AND COLLABORATION PROTOCOLS*

**Monitoring and Review**

To ensure the policy's effectiveness, each immediate supervisor and corresponding supervisor shall:

A. Collect quarterly surveys of employee feedback, coverage compliance, cost neutrality, and resident-facing service levels.
B. Key Performance Indicators (KPIs) such as productivity, customer satisfaction, absenteeism, and turnover will be tracked.
C. The policy will undergo a formal review every six months.

**Adjustments**

A. Based on data and feedback, the City Manager reserves the right to suspend or revise any schedule that is inconsistent with these standards.
B. Employees will be given at least 30 days' notice of any significant changes, when applicable.

**Roles and Responsibilities**

| Role | Responsibility |
|---|---|
| Human Resources Department | Policy creation, monitoring, and compliance. |
| Department Directors | Identify the best workweek model to meet their department's needs, notify the Human Resources Department of the model selected, ensure department operation alignment, monitor performance, and distribute and collect the "Compressed Workweek Schedule Agreement" of employees participating in the program. |
| Employees | Manages workload effectively and provides feedback. |
| Legal Team | Reviews policy for legal and regulatory compliance. |

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## *SECTION 6. LEGAL COMPLIANCE*

This policy shall be administered in accordance with all applicable local, state, and federal laws, including but not limited to:

- Title VII of the Civil Rights Act of 1964
- Americans with Disabilities Act (ADA)
- Texas Labor Code – Chapter 21
- Equal Employment Opportunity (EEO) Regulations
- Fair Labor Standards Act (FLSA)
- City of Laredo Code of Ordinances
- Compensation and Classification Policy 2025-001

The City of Laredo is committed to fostering a workplace that values fairness, transparency, and equal opportunity for all employees.

Severability Clause

If any provision, section, subsection, sentence, clause, or phrase of this policy, or its application to any employee or set of circumstances, is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of the policy. It is the intent of the City of Laredo that the remaining provisions shall remain in full force and effect, and that this policy be interpreted and applied in a manner that preserves its overall purpose and integrity to the greatest extent possible.

## *SECTION 7. DEFINITIONS*

**Compensatory Time (Comp Time)** – Paid time off granted to a non-exempt employee instead of overtime pay, accrued at one and one-half hours for each overtime hour worked, in accordance with the Fair Labor Standards Act (FLSA) for public sector employers.

**Compressed Workweek:** An alternative work schedule that allows a full-time employee to complete 40 hours of work in fewer than five workdays.

**Workweek:** A fixed and regularly recurring period of 168 hours — seven consecutive 24-hour periods — defined by the City as beginning on Sunday at 12:01 a.m. and ending on Saturday at 12:00 a.m.

**Fair Labor Standards Act (FLSA)** – A U.S. federal law that sets minimum wage, overtime pay rules, recordkeeping requirements, and youth employment standards for most public and private employees. It requires non-exempt workers to be paid at least the federal minimum wage and overtime pay at 1.5 times their regular rate for hours worked over 40 hours in a workweek.

**Full-time Employee:** An employee who is regularly scheduled to work 40 hours per week and is eligible for full benefits.

**Exempt Employee:** An employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA), typically salaried and ineligible for overtime pay.

**KPI (Key Performance Indicator)** – A measurable value that indicates how effectively an individual, team, or organization is achieving specific objectives. KPIs are used to track progress, assess performance, and guide decision-making toward desired goals.

**Lunch Break:** An unpaid meal period of at least one hour, during which the employee is completely relieved of all duties.

**Non-Exempt Employee:** An employee who is subject to the minimum wage and overtime provisions of the FLSA, typically hourly and eligible for overtime pay.

**Overtime:** Hours worked over 40 in a defined workweek by a non-exempt employee, which must be compensated at 1.5 times the regular hourly rate.

## *SECTION 8. FORMS*

Request for Compressed Workweek by Department
KPI (Key Performance Indicators)
Feedback Form
Assigned Personnel and Operational Hours

DRAFT

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Resolution 31.**

**SUBJECT**
A Resolution of the City of Laredo, Texas, establishing a Voluntary Retirement Incentive Program (VRIP) Policy to facilitate strategic workforce transitions, optimize organizational efficiency, and authorizing the City Manager to implement, administer, and monitor any future programs for the benefit of the City and its employees through the Human Resources Department.

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

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The proposed resolution formalizes the City of Laredo's recognition of the long-standing contributions of its dedicated employees and seeks to support strategic workforce planning through voluntary, incentivized retirement options. The Voluntary Retirement Incentive Program (VRIP) has been developed to offer eligible employees an incentive that encourages timely retirement, facilitates knowledge transfer, and opens advancement opportunities within the organization.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Approval of this item.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025-2026 |
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | N/A |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
N/A

**RESOLUTION NO. 2025-R-207**

**A RESOLUTION OF THE CITY OF LAREDO, TEXAS ESTABLISHING A VOLUNTARY RETIREMENT INCENTIVE PROGRAM (VRIP) POLICY TO FACILITATE STRATEGIC WORKFORCE TRANSITIONS, OPTIMIZE ORGANIZATIONAL EFFICIENCY, AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT, ADMINISTER, AND MONITOR ANY FUTURE PROGRAMS FOR THE BENEFIT OF THE CITY AND ITS EMPLOYEES THROUGH THE HUMAN RESOURCES DEPARTMENT.**

**WHEREAS**, the City of Laredo is committed to fostering an efficient, responsive, and forward-thinking workforce that aligns with the evolving needs and strategic goals of the City; and

**WHEREAS,** the City of Laredo recognizes the long-standing contributions of its dedicated employees and seeks to support strategic workforce planning through voluntary, incentivized retirement options; and

**WHEREAS,** the Voluntary Retirement Incentive Program (VRIP) has been developed to offer eligible employees incentives that encourage timely retirement, facilitate knowledge transfer, and open advancement opportunities within the organization; and

**WHEREAS,** the program provides eligible employees with structured options for transitioning to retirement, including financial and non-financial incentives, and is designed to ensure continuity of services while optimizing the City's organizational resources; and

**WHEREAS,** the VRIP includes eligibility criteria, reduction in workforce classifications, accommodation options, and policy activation mechanisms subject to City Council approval; and

**WHEREAS**, the City is committed to transparency, fairness, legal compliance, and operational efficiency in administering this program.

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

**Section 1. Adoption**

The City Council hereby adopts the Voluntary Retirement Incentive Program Policy (Policy No. 2025-003), effective immediately upon passage of this resolution.

**Section 2. Purpose and Scope**

Employees may participate in the VRIP if they:

- Have 20 or more years of continuous full-time City service;
- Are eligible under the Texas Municipal Retirement System (TMRS); and
- Meet the "Rule of 85" (age + years of service).

Participation in the program is entirely voluntary, and all retirement applications will be processed confidentially by the Human Resources Department.

**Section 3. Eligibility and Participation**

The Human Resources Department shall:

- Monitor compliance with the policy;
- Collect and analyze employee feedback and performance data on a quarterly basis;
- Conduct formal policy reviews every six (6) months;
- Provide recommendations for adjustments based on data and operational needs.

**Section 4. Program Implementation**

The Human Resources Department is authorized to:

- Determine eligibility and maintain confidential employee records;
- Coordinate communication and information sessions;
- Monitor participation and report outcomes to the City Manager and Council.

The program may be activated only under qualifying conditions such as:

- Succession planning needs;
- Reduction in workforce;
- Financial or operational adversity; or
- TMRS vesting window alignment under formal Reduction in Force (RIF) notices

**Section 5. Incentives and Accommodations**

Subject to Council approval and funding availability, the following may be offered:

- Lump-sum financial incentives (25%, 35%, or 50% of base salary);
- Extended healthcare coverage;
- Non-financial benefits including career counseling, training, or part-time reemployment preference; or
- Short-term reassignment or extension in role based on operational needs and funding sources

**Section 6. Review and Evaluation**

The Human Resources Department will:

- Review and revise the policy periodically;
- Monitor outcomes, employee feedback, and cost-effectiveness;
- Ensure compliance with all applicable local, state, and federal employment laws.

**Section 7. Severability**

If any section of this resolution or the Voluntary Retirement Incentive Program policy is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Section 8. Effective Date**

This resolution shall be effective immediately upon its passage by the City Council.

**ADOPTED this _____ day of _____, 2025.**

_____

**DR. VICTOR TREVINO**
**MAYOR**

**ATTEST:**

_____

**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

**APPROVE AS TO FORM:**

_____

**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

# City of Laredo
# Human Resources Department

## Policy 2025-003

# Voluntary Retirement Incentive Program Policy

DRAFT

Joseph W. Neeb,
City Manager

_____

10/1/2025

City of Laredo
Human Resources
Laredo, TX
10/1/2025

## VOLUNTARY RETIREMENT INCENTIVE PROGRAM POLICY

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**Summary**

Implementing a Voluntary Retiree Incentive Program (VRIP) can be a strategic move for organizations looking to manage workforce transitions effectively. The program aims to recognize the contribution of employees, promote knowledge transfer, and optimize planning.

A VRIP is a strategic initiative implemented by organizations to encourage employees to voluntarily retire from their position by offering them incentives established by management criteria. These incentives may include financial benefits, extended healthcare coverage, or other prescribed criteria, aimed at facilitating workforce transitions and managing organizational resources effectively.

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**Applicability**

The policy applies to all eligible City of Laredo employees with twenty or more years of continuous full-time employment service; For employees who were privatized to United Water in 2002 and subsequently returned to City employment in 2005, the period of employment with United Water shall be deemed continuous City service; and for Employees impacted by the Reduction in Workforce due to loss of funding.

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**Distribution**

This policy is available in hard copy and in electronic media on the City of Laredo's website under the City Manager's Department category and in the Human Resources Department category.

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**Timing and Implementation**

The Voluntary Retiree Incentive Program will be implemented based on the Policy Activation Mechanism as outlined below, through City Council approval.

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**Communication Plan**

The Human Resources Department will provide a report on eligible employees who meet the retirement criteria as outlined and conduct an information session to educate those employees about the Voluntary Retirement Incentive Program, including eligibility criteria, incentives offered, and the application process. Regular communication via email, mail-outs, flyers, posted flyers, text messaging, and newsletters will keep employees informed about program updates and deadlines.

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## *SECTION 1: ELIGIBILITY CRITERIA*

**Voluntary Retirement Incentive Program**

- Have 20 or more years of continuous employment with the City of Laredo
- Be a Texas Municipal Retirement System (TMRS) eligible member
- Equal to 85: age plus years of service

**Reduction in Workforce**

Reduction in Workforce (RIF) refers to a strategic downsizing of staff that is not related to employee performance but is necessitated by broader organizational or economic conditions. In the context of the Voluntary Retirement Incentive Program (VRIP), a RIF may occur under the following classifications:

1. Loss of Funding Source
    a. Elimination of grants or external funding streams that support specific positions.
    b. Departmental or city-wide budget cuts that result in the discontinuation of certain roles.

2. Organizational Restructuring
    a. Changes in the City's operations or structure that lead to redundancy or realignment of positions.
    b. Streamlining to improve efficiency and reduce duplication of duties.

3. Succession Planning Initiatives
    a. Planned transitions that coincide with leadership or senior staff retirements.
    b. Workforce reshaping efforts that encourage voluntary exits to open opportunities for internal promotions.

4. Strategic Workforce Downsizing
    a. Forecasted reductions in service demand.
    b. Technological changes or automation replacing manual tasks.

5. Economic or Operational Adversity
    a. Impact from natural disasters, pandemics, or major economic downturns.
    b. Financial challenges limiting the City's operational capacity.

6. TMRS Vesting Window Alignment
    a. Employees who are within 90 days of Texas Municipal Retirement System (TMRS) vesting eligibility.
    b. Eligibility under this classification must align with a formal RIF notice and cannot be based on performance or disciplinary actions.

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Conditions for Classification:

1. A formal Reduction In Workforce notice must be issued.
2. The employee must not be subject to termination due to misconduct.
3. The extension or reassignment must be fully funded through existing department budgets or approved Reduction In Workforce transition waivers.

Restrictions:

1. No use of grant funds beyond the eligible funding period.
2. No extensions if the employee is already fully vested.
3. No creation of new permanent roles solely for the purpose of transition.
4. Duration of any reassignment is limited to the number of days required to reach vesting.

## *SECTION 2: APPROVED ACCOMMODATION METHODS*

Approved Accommodation Methods are mechanisms to support eligible employees approaching retirement while aligning with operational needs and funding constraints. These options provide flexibility for departments to retain essential staff for a limited period or reassign duties to continue benefiting from their experience while they finalize their retirement eligibility period.

**Option A: Extension in Current Role**

- Remains in current position until vesting date
- Must be funded through authorized non-grant sources
- Must continue supporting operational needs

**Option B: Temporary Reassignment**

- Reassigned to another City department/division
- Not funded by grant dollars
- Must provide operational value

## *SECTION 3: INCENTIVES*

The City Manager **may** propose the following with approval by the City Council:

**Financial Incentives**

a. 25%, 35%, 50% Lump-sum bonus based on base salary.
b. Continued healthcare coverage for a specific period.

**Non-Financial Incentives**

a. Career transition counseling and coaching.
b. Professional development and training programs.
c. Priority for part-time or consulting roles.
d. Recognition ceremonies and appreciation tokens.

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## *SECTION 4: POLICY ACTIVATION MECHANISM*

The Policy Activation Mechanism outlines the specific conditions under which the Voluntary Retirement Incentive Program may be triggered. These criteria ensure that the program is deployed strategically and responsibly in response to organizational needs and external pressures. The policy's activation is subject to review and approval by the City Council to confirm alignment with the City's broader workforce management goals.

1. Succession Planning: A Succession plan is in place for key positions
2. Adverse Impacts:
   - Natural disasters
   - Financial operational challenges
   - Economic downturn
   - Market workforce shifts
   - Pandemic impacts
3. Reduction in Workforce: Loss of funding source

## *SECTION 5:APPLICATION PROCESS*

The Application Process outlines the steps employees must follow to participate in the Voluntary Retirement Incentive Program. It ensures that all applications are submitted consistently and timely, allowing the Human Resources department to review and process requests efficiently. Employees are encouraged to consult with the Human Resources Department for guidance throughout the process to ensure a smooth transition into retirement.

1. Submit a formal retirement application to the Human Resources Department
2. Include personal and TMRS retirement details
3. Human Resources Department reviews and communicates retirement terms

## *SECTION 6: CONFIDENTIALITY*

The Human Resources Department ensures strict confidentiality regarding retirement decisions and personal data.

## *SECTION 7: REVIEW AND REVISION*

The policy will be reviewed periodically and revised based on laws and organizational needs.

## *SECTION 8: MONITORING AND EVALUATION*

The Human Resources Department will monitor program participation, feedback, and outcomes to assess effectiveness.

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## *SECTION 10: LEGAL COMPLIANCE*

This policy shall be administered in accordance with all applicable local, state, and federal laws, including but not limited to:

a. Texas Government Code, Subtitle G (Title 8) – TMRS Act
b. Texas Administrative Code (TAC) – TMRS Regulations
c. Title VII of the Civil Rights Act of 1964
d. Americans with Disabilities Act (ADA)
e. Texas Labor Code – Chapter 21
f. Equal Employment Opportunity (EEO) Regulations
g. Fair Labor Standards Act (FLSA)
h. City of Laredo Code of Ordinances
i. City of Laredo Compensation and Classification Policy 2025-001

The City of Laredo is committed to fostering a workplace that values fairness, transparency, and equal opportunity for all employees.

Severability Clause

If any provision, section, subsection, sentence, clause, or phrase of this policy, or its application to any employee or set of circumstances, is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of the policy. It is the intent of the City of Laredo that the remaining provisions shall remain in full force and effect, and that this policy be interpreted and applied in a manner that preserves its overall purpose and integrity to the greatest extent possible.

This policy ensures that employees who obtain job-relevant certifications are compensated fairly while maintaining the City of Laredo's budgetary responsibility. Compensation is contingent upon budget availability and full approval from the required departments. Certifications/licenses obtained outside of pre-approved lists or through non-accredited agencies will not qualify. The City reserves the right to amend or terminate this policy at any time.

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# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Consent Agenda 32.**

**SUBJECT**
Consideration to award contract FY25-067 to VitalMed Urgent Care, Laredo, TX to provide afterhours physician/medical services to City employees, employee's dependents and City of Laredo Retirees enrolled in the City Employee Health Plan Basic Medical Services in the estimated amount of $80,000.00 per year for a total contract value of $400,000.00. The term of this contract shall be for a period of two (2) years beginning the start of the next upcoming fiscal year (October 1, 2025). This contract may be extended for three (3) additional one (1) year period each upon mutual agreement of the parties. Funding is available in the Human Resources, Employee Wellness Division fund.

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

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The City of Laredo solicited formal Request for Proposals for providing afterhours physician/medical services to City employees, employee's dependents and City of Laredo Retirees enrolled in the City Employee Health Plan Basic Medical Services through Cit-E-Bid, the city's electronic procurement system. The City received 4 submittals from the following vendors: Adelphi Staffing, David H. Cruz, MD, Nuestra Salud Health Clinic, and VitalMed Urgent Care.

Proposals were initially evaluated by the City of Laredo Committee Team. The evaluation scoring was based on the following criteria: Approach, Work Plan, Number of clinic/ Hour services provided, Price, Experiences (previous City/other government agency), Qualifications and References.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
It is recommended that this contract be approved.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025-2026 |
| Budgeted Y/N?: | Y |

| | |
|---|---|
| Source of Funds: | Risk Management Fund, Human Resources |
| Account #: | 594-2062-513-5528 |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
Budgeted in the Human Resources - Employee Health & Wellness - Professional Services - Physician Fees. Account 594-2062-513-5528. Contingent in budget availability in FY 2025-2026.

Project Name: FY25-067 RFP Afterhours Physician/Medical Services

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Margarita Bosquez

Panel Members: Linda Teniente, Richard Chamberlain, Luis Cerda, Silvestre Rodriguez

| *Ratings were done in increments of 4* | | *Firms Listed in Alphabetical Order* | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluation Criteria | MAXIMUM RATING * | Adelphi Staffing | David H. Cruz MD | Nuestra Salud Health Clinic | VitalMed Urgent Care | | |
| Project Approach, work plan, number of clinic/ hour services provided | **120** | 60 | 73 | 68 | 99 | | |
| Prices | **120** | 45 | 25 | 90 | 98 | | |
| Experiences | **100** | 55 | 75 | 70 | 85 | | |
| Qualifications & References | **60** | 35 | 35 | 30 | 50 | | |
| ***TOTAL POINTS*** | ***400*** | *195* | *208* | *258* | *332* | | |

*Solicitation Open Date: July 1, 2025*

*Solicitation Close Date: July 22, 2025*

Panel Recommendation: Select

**VitalMed Urgent Care**

Comments:

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Consent Agenda 33.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas amending Chapter 2, Article III, Division 3 (Leave Policy), of the City of Laredo Code of Ordinances, specifically Section 2-58. Holidays (a.) providing a total of three (3) personal holidays for fiscal year 2025-2026 (b.) to include earned wellness incentive days; and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date of October 1, 2025 (as amended).

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

**PREVIOUS COUNCIL ACTION**
On August 14, 2025, City Council motioned to approve the 16 holidays, three personal holidays and two earned wellness days as presented.

**BACKGROUND**
The City of Laredo is committed to enhancing and supporting the well-being of their employees by offering paid holidays for a work life balance.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that City Council approve this item

### Fiscal Impact

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

**FINANCIAL IMPACT:**
N/A

**INTRODUCTORY ORDINANCE NO. 2025-O-**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE III, DIVISION 3 (LEAVE POLICY), OF THE CITY OF LAREDO CODE OF ORDINANCES, SPECIFICALLY SECTION 2-58. HOLIDAYS (a.) PROVIDING A TOTAL OF THREE (3) PERSONAL HOLIDAYS FOR FISCAL YEAR 2025-2026 (b.) TO INCLUDE EARNED WELLNESS INCENTIVE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE OF OCTOBER 1, 2025 (AS AMENDED).**

**WHEREAS,** the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

**WHEREAS,** the City Council designates official holidays for City employees; and

**WHEREAS,** the City Council desires that the official city holidays be designated annually; and

**WHEREAS,** the City Council aims to foster a health-conscious workforce by encouraging preventative health screenings and promoting a healthy lifestyle for both the body and mind; and

**WHEREAS,** the City Council shall authorize: (16) holidays, three (3) personal holidays; and two (2) earned Wellness Days for fiscal year 2025-2026.

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

**Section 1**: Chapter 2, Article III, Division 3 (Leave Policy) Section 2-58. Holidays (a) is hereby amended as follows:

> (a) The City Council shall designate the official city holidays annually with the adoption of the City budget at the recommendation of the City Manager. In addition, after being employed with the city for one (1) year, full-time regular employees shall be entitled to three (3) personal holidays per fiscal year. The date of personal holidays is subject to department director approval.
> (b) The City Council will allocate two (2) wellness incentive days each fiscal year for regular full-time employees who complete the required wellness activities. Employees must request these wellness days at lease three days in advance to ensure departmental efficiency. Wellness days cannot be carried over to the next fiscal year. Each wellness day must be taken in full day and cannot be split or used to cover partial hours.

**Section 2:** Effective Date. This Ordinance shall become effective October 1, 2025.

**Section 3:** The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

**Section 4:** Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.**

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

# CITY OF LAREDO
# FY 2025-2026
# HOLIDAY SCHEDULE

As per Ordinance, Section 2-58, Holidays

*The department shall insure that each one of their employees take the holiday assigned to them for that fiscal year; the employee shall take the personal holiday before the end of the fiscal year or lose it.

| | | |
|---|---|---|
| 1. | **Founder's Day** | Monday, October 13, 2025 |
| 2. | **Veteran's Day** | Tuesday, November 11, 2025 |
| 3. | **Thanksgiving Day** | Thursday, November 27, 2025 |
| 4. | **Friday After Thanksgiving Day** | Friday, November 28, 2025 |
| 5. | **Christmas Eve** | Wednesday, December 24, 2025 |
| 6. | **Christmas Day** | Thursday, December 25, 2025 |
| 7. | **New Year's Eve** | Wednesday, December 31, 2025 |
| 8. | **New Year's Day** | Thursday, January 1, 2026 |
| 9. | **Martin Luther King, Jr. Day** | Monday, January 19, 2026 |
| 10. | **President's Day** | Monday, February 16, 2026 |
| 11. | **Friday before Easter Sunday** | Friday, April 3, 2026 |
| 12. | **Easter Monday** | Monday, April 6, 2026 |
| 13. | **Memorial Day/September 11 (Remembrance Day)** | Monday, May 25, 2026 |
| 14 | **Juneteenth National Independence Day** | Friday, June 19, 2026 |
| 15. | **Independence Day (Observed)** | Friday, July 3, 2026 |
| 16. | **Labor Day** | Monday, September 7, 2026 |
| 17. | **Personal Holiday*** | Date subject to department director's approval and after being employed with the City for one (1) year |
| 18. | **Personal Holiday*** | |
| 19. | **Personal Holiday*** | |
| 20. | **Wellness Day**** | Must have been employed with the City of Laredo for at least one (1) year and be covered under the City's Medical plan |
| 21. | **Wellness Day**** | |

If the employee has to work on their designated holiday, they will be allowed to reschedule their holiday as determined by their department director. To ensure operating efficiency of the department, the employee must submit a three-day written notice unless a personal hardship does not allow for an advance notification.

**Wellness days are earned on a per fiscal year basis and activities must be completed by June 30th of each year to be eligible for the wellness days. Wellness day(s) off must be requested at least three-days in advance in order to ensure the operating efficiency of the respective department. Wellness Days off must be taken within the same fiscal year wellness activities were completed. Wellness Days will not carry over from one fiscal year to the next. A minimum of one wellness day must be taken (may not be broken down nor be used to complete hours). Employees who have worked less than one year may still participate in wellness activities; however, reward(s) will not be available.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Consent Agenda 34.**

**SUBJECT**
Consideration to authorize the purchase of one (1) marked police unit for the Auto Theft Task Force. This unit will be equipped with emergency lights, equipment, and graphics from Sames Motor Company, Laredo, TX, in the amount not to exceed $93,655.00. Purchase will be funded by the SB224 Catalytic Converter Grant utilizing the TIPS USA contract number 240901. Funding is available in the Auto Theft Task Force Fund.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
Authorization is requested to purchase marked police unit with emergency lights, equipment, and graphics Laredo Police Department. Delivery is expected within ninety to one hundred twenty (90-120) days after receipt of order.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
It is recommended that this purchase be approved.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Grant |
| Account #: | 222-2348-525-9004 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in the SB224 Catalytic Converter Grant. Account number: 222-2348-525.90-04 Project Number: ATCC25.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Consent Agenda 35.**

**SUBJECT**
Consideration to authorize the purchase of a Sprinter 3500 van from the Armored Group, LLC, in the amount of $275,000.00 using GSA contract pricing via contract #GS-07F-9375S. This specialty vehicle will be used for enforcement operations by the Laredo Police Department Crisis Negotiation Team (CNT). Funding is available in the Police Trust Fund.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
This Sprinter 3500 van will be purchased from The Armored Group, LLC, utilizing GSA pricing via contract #GS-07F-9375S. This specialty vehicle will be used for enforcement operations by the Laredo Police Department Crisis Negotiation Team (CNT).

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
Recommends the approval of this purchase.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Police Trust Fund |
| Account #: | 665-2312-525-9004 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in the Police Trust Fund.

**5221 N. Saddle Rock Drive**
**Phoenix, AZ 85018**
**Contact: Jeremy Johnson**
**Office: 602-840-2271 Fax: 602-840-6162**
**Cell: 817-291-4956**
**Email: jeremy@armoredcars.com**

| | |
|---|---|
| **Customer:** | Laredo Police Department<br>6410 McPHerson Rd<br>Laredo, TX 78041 |
| **Quote #: GSAJJ250808A**<br>Quote Date: August 8, 2025<br>Tax ID #: 86-09877046 | Payment Terms: Net 30 Days of Acceptance<br>Acceptance at TAG Armor Facility<br>1% Net 10 Available |

Terms & Conditions: Net 30 Days-Transfer of Certificate of Origin Upon Acceptance of BATT
Inspection & Acceptance: TAG Facitly

**GSA Contract #: GS-07F-9375S**

| Item & Options | Pricing |
|---|---|
| HNTSPRINTERVAN | $ 295,000.00 |
| OPEN MARKET: (FREIGHT) | $ 4,500.00 |
| DISCOUNT | $ (24,500.00) |
| **Total Cost:** | **$ 275,000.00** |

***Price Does Includes Freight**
***TAG nor GSA collect Sales Tax.**
***Refer to Our GSA Contract # on PO. GS-07F-9375S**

**ARMOR WARRANTY**
**24 Months/Unlimited Miles**

**Jeremy Johnson**
**Director, Law Enforcement Division**
**The Armored Group, LLC**

**Authorized Signature**
**Laredo Police Department**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Staff Report 36.**

Discussion with possible action to accept and approve reports/reviews presented by Internal Audit.

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Staff Report 37.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Closed Session 38.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Closed Session 39.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Laredo Mass Transit Board 40.**

**SUBJECT**
Authorizing the City Manager to accept and execute grant number TX-2025-107 in the amount of $1,153,412.00 from the Federal Transit Administration (FTA) for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. Funding is available in the Transit System Capital Grants.

Breakdown of the grant amount is as follows:
- FY2023 FTA share $255,948 Local Match $63,987 - 80/20 for software and equipment purchases.
- FY2024 FTA share $258,831 Local Match $45,676 - 85/15 for Replacement of vans purchases.
- FY2025 FTA share $264,485 Local Match $264,485 - 50/50 for Operating Assistance.

**PREVIOUS COUNCIL ACTION**
On June 16, 2025, the Laredo Mass Transit Board approved to submit this grant application to the Federal Transit Administration.

**BACKGROUND**
The FTA Section 5310 program, also known as the Enhanced Mobility of Seniors and Individuals with Disabilities Program, provides federal grants to states and local governments to improve mobility for seniors and individuals with disabilities by expanding transportation options and removing barriers. This program focuses on addressing the transportation needs of these groups when public transportation is unavailable, insufficient or inappropriate.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends the approval of this resolution.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Transit Capital Grant |
| Account #: | 518-5180-584-9900 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in the Transit System Capital Grants fund.

DOT FTA

**U.S. Department of Transportation** **Federal Transit Administration**

# Award

| | |
|---|---|
| **Federal Award Identification Number (FAIN)** | TX-2025-107 |
| **Award with Amendment Number** | TX-2025-107-00 |
| **Temporary Application Number** | 2069-2025-2 |
| **Award Name** | City of Laredo FY2023-2025 Section 5310-Operating, Replacement Van, Hardware & Software |
| **Award Status** | Obligated / Ready for Execution |
| **Budget Revisions** | 0 |

| | | | |
|---|---|---|---|
| **Period of Performance Start Date** | 8/1/2025 | | |
| **Original Period of Performance End Date** | 1/31/2029 | | |
| **Current Period of Performance End Date** | 1/31/2029 | Revision #: 0 | Approved?: Yes |

| | |
|---|---|
| **Budget Period Start Date** | 8/1/2025 |
| **Budget Period End Date** | 1/31/2029 |

## Part 1: Recipient Information

### Name: CITY OF LAREDO

| Recipient ID | Recipient OST Type | Recipient Alias | UEI | DUNS |
|---|---|---|---|---|
| 2069 | City | CITY OF LAREDO | Y5MTUNLGB2P5 | 069463594 |

| Location Type | Address | City | State | Zip |
|---|---|---|---|---|
| Physical Address | 1110 HOUSTON ST | LAREDO | TX | 78040 |
| Mailing Address | 1301 FARRAGUT ST. | LAREDO | TX | 78040 |

### Union Information

There are no union contacts for this application

# Part 2: Award Information

## Title: City of Laredo FY2023-2025 Section 5310-Operating, Replacement Van, Hardware & Software

| Award with Amendment Number | Award Status | Award Type | Award Cost Center | Date Created | Last Updated Date | From TEAM? |
|---|---|---|---|---|---|---|
| TX-2025-107-00 | Obligated / Ready for Execution | Grant | Region 6 | 2/26/2025 | 2/26/2025 | No |

**Award Executive Summary**
The purpose of this grant application is to combine three (3) years of apportionment; FY2023, FY2024, and FY2025 in the federal amount of $779,264. The combined funds will be used between purchase of software to upgrade old software, to upgrade outed equipment, replace outdated paratransit vans, and/ or to cover operating and maintenance costs. All of these projects will be to the benefit of the El Lift Department, which services the seniors and individuals with disabilities in our community. The seniors and individuals with disabilities in our community are the main beneficiaries of this program. The staff in El Lift Department will also benefit from this program, because they will be able to schedule, pick-up, drop-off, and transport our community in a more efficient way. At this time, there are no subrecipients. FTA share and local match (Local match for these project will be from transit sales tax.) is as follows:

- FY2023 FTA share $255,948 Local Match $63,987 - 80/20 for software and equipment purchases.
- FY2024 FTA share $258,831 Local Match $45,676 - 85/15 for Replacement of vans purchases.
- FY2025 FTA share $264,485 Local Match $264,485 - 50/50 for Operating Assistance.

The required 55%/45% funding allocation for traditional and nontraditional Section 5310 projects is met.

The City of Laredo certifies that there were no other eligible providers identified to apply for the federal funds; therefore, funds are allocated to El Lift. The City of Laredo certifies that the selected projects are derived from a locally developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds were awarded on a fair and equitable basis; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of seniors and individuals with disabilities.

**Frequency of Milestone Progress Reports (MPR)**
Annual

**Frequency of Federal Financial Reports (FFR)**
Annual

**Does this application include funds for research and/or development activities?**
This award does not include research and development activities.

**Pre-Award Authority**
This award is not using Pre-Award Authority.

**Does this application include suballocation funds?**
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**
Yes, this Grant will use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details*: N/A

**Requires E.O. 12372 Review**
No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**
No, my organization does not have delinquent federal debt.

# Award Description

**Purpose**
The purpose of this grant application is to combine three (3) years of apportionment; FY2023, FY2024, and FY2025. The funds will be divided between software purchase, equipment purchase, replacement of paratransit vans, and operating assistance funds.

**Activities to be performed:**
The combined funds will be used between purchase of software to upgrade old software, to upgrade outed equipment, replace outdated paratransit vans, and/or to cover operating and maintenance costs. All of these projects will be to the benefit of the El Lift Department, which services the seniors and individuals with disabilities in our community.

**Expected outcomes:**
The outcome will always be to better service and provide a fast and reliable service to our seniors and individuals with disabilities.

**Intended beneficiaries:**
The seniors and individuals with disabilities in our community are the main beneficiaries of this program. The staff in El Lift Department will also benefit from this program, because they will be able to schedule, pick-up, drop-off, and transport our community in a more efficient way.

**Subrecipient Activities:**
At this time, there are no subrecipients.

## Award Point of Contact Information

| First Name | Last Name | Title | E-mail Address | Phone |
|---|---|---|---|---|
| Chevonne | Madison | Transportation Program Specialist | chevonne.madison@dot.gov | (817) 978-0501 |
| Eloisa | Mascorro | Grant Administrator | emascorro@ci.laredo.tx.us | (956) 795-2288 284 |

## Award Budget Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | $779,264 |
| Local | | | $374,148 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |

| | | | |
|---|---|---|---|
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$1,153,412** |

## Award Budget

| Project Number | Budget Item | | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|---|---|---|---|---|---|---|
| TX-2025-107-01-00 | 600-00 (600-A2) | OTHER PROGRAM COSTS | $264,485.00 | $264,485.00 | $528,970.00 | 0 |
| TX-2025-107-01-00 | 30.09.01 | UP TO 50% FEDERAL SHARE | $264,485.00 | $264,485.00 | $528,970.00 | 0 |
| TX-2025-107-01-00 | 641-00 (641-A1) | 5310 PROJECTS | $514,779.00 | $109,663.00 | $624,442.00 | 1 |
| TX-2025-107-01-00 | 11.12.15 | BUY REPLACEMENT VAN | $258,831.00 | $45,676.00 | $304,507.00 | 1 |
| TX-2025-107-01-00 | 12.42.07 | PURCHASE - ADP HARDWARE | $127,974.00 | $31,994.00 | $159,968.00 | 0 |
| TX-2025-107-01-00 | 12.42.08 | PURCHASE - ADP SOFTWARE | $127,974.00 | $31,993.00 | $159,967.00 | 0 |

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

| PO Number | Project Number | Scope Name | Scope Number | Scope Suffix | UZA Code | Area Name | Account Class Code | FPC | Description | Amendment Amount | Cumulative Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TX-16-Y115 | TX-2025-107-01-00 | 5310 PROJECTS | 641-00 (641) | A1 | 482390 | Laredo, TX | 2023.2J.16.DL.2 | 09 | Enh Mob Seniors/Disabl - > 200K | $255,948 | $255,948 |
| TX-16-Y115 | TX-2025-107-01-00 | 5310 PROJECTS | 641-00 (641) | A1 | 482390 | Laredo, TX | 2024.2J.16.DL.2 | 09 | Enh Mob Seniors/Disabl - > 200K | $258,831 | $258,831 |
| TX-16-Y115 | TX-2025-107-01-00 | OTHER PROGRAM COSTS | 600-00 (600) | A2 | 482390 | Laredo, TX | 2025.2J.16.DL.2 | 09 | Enh Mob Seniors/Disabl - > 200K | $264,485 | $264,485 |

# Part 3: Project Information

## Project Title: Purchase ADA Vans, upgrade outdated equipment/software/hardware, and provide operating assistance funds for paratransit services.

| Project Number | Temporary Project Number | Date Created | Start Date | End Date |
|---|---|---|---|---|
| TX-2025-107-01-00 | 2069-2025-2-P1 | 6/3/2025 | 7/1/2025 | 9/30/2028 |

**Project Description**
El Lift Paratransit Department will be upgrading outdated software, hardware, and equipment to help provide a more effective service to the elderly and people with disabilities in the community. The Laredo Management Inc. will also be providing funds to purchase/replace ADA vans for El Lift and/or non-profit agencies in the region that apply for funds. This grant will also provide operating assistance, if needed, to better service our elderly and people with disabilities in the community.
Funds have been divided as follows but can be moved around according to meet the needs of the paratransit services.
-FY2023 $255,948.00 FTA share with $63,987.00 local match (80/20) for equipment/software/hardware purchase.
-FY2024 $258,831.00 FTA share with $45,676.00 local match (85/15) for van purchase/replacement purchase.
-FY2025 $264,485.00 FTA share with $264,485.00 local match (50/50) for operating assistance.

**Project Benefits**
The primary beneficiary of this funding is the elderly and people with disabilities community in the Laredo, Texas and surrounding areas.

**Additional Information**
*None provided.*

**Location Description**
These projects are located in Laredo, Texas.

## Project Location (Urbanized Areas)

| UZA Code | Area Name |
|---|---|
| 482390 | Laredo, TX |

## Congressional District Information

| District | State |
|---|---|
| 23 | Texas |
| 28 | Texas |

## Program Plan Information

**STIP/TIP**
Date: 1/18/2023

Description: 2023-2026 STIP Projects

**UPWP**
Date: N/A
Description: N/A

**Long Range Plan**
Date: N/A
Description: N/A

## Project Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | $779,264 |
| Local | | | $374,148 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$1,153,412** |

## Project Budget

| Project Number | | Budget Item | | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|---|---|---|---|---|---|---|---|
| TX-2025-107-01-00 | 600-00 (600-A2) | OTHER PROGRAM COSTS | | $264,485.00 | $264,485.00 | $528,970.00 | 0 |
| TX-2025-107-01-00 | | 30.09.01 | UP TO 50% FEDERAL SHARE | $264,485.00 | $264,485.00 | $528,970.00 | 0 |
| TX-2025-107-01-00 | 641-00 (641-A1) | 5310 PROJECTS | | $514,779.00 | $109,663.00 | $624,442.00 | 1 |
| TX-2025-107-01-00 | | 11.12.15 | BUY REPLACEMENT VAN | $258,831.00 | $45,676.00 | $304,507.00 | 1 |
| TX-2025-107-01-00 | | 12.42.07 | PURCHASE - ADP HARDWARE | $127,974.00 | $31,994.00 | $159,968.00 | 0 |

| | | | | | | |
|---|---|---|---|---|---|---|
| TX-2025-107-01-00 | 12.42.08 | PURCHASE - ADP SOFTWARE | $127,974.00 | $31,993.00 | $159,967.00 | 0 |

## Project Budget Activity Line Items

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|
| OTHER PROGRAM COSTS (600-00) | 30.09.01 | UP TO 50% FEDERAL SHARE | OPERATING ASSISTANCE | 0 |

**Extended Budget Description**
The operating assistance funds will be provided to better facilitate the daily operation of the paratransit department to better service the elderly and people with disabilities in the community. Funds will cover salaries, fuel, parts, contractual services, maintenance, and office supplies expenses
-FY2025 $264,485.00 FTA share and $264,485.00 local match (50/50).

**Will 3rd Party contractors be used to fulfill this activity line item?**
No, 3rd Party Contractors will not be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | $264,485 |
| Local | | | $264,485 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$528,970** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 7/1/2025 | Estimated start date. |
| End Date | 7/1/2027 | Estimated completion date. |

**Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|
| 5310 PROJECTS (641-00) | 11.12.15 | BUY REPLACEMENT VAN | BUY REPLACEMENTS - CAPITAL BUS | 1 |

**Extended Budget Description**

El Lift will replace outdated ADA vans to better service the elderly and people with disabilities in the community.
The vans that will be replaced are in service for over 10 years and/or have exceed the minimum useful and lifetime miles of 100,000 miles or 4 years.
- Unit: 1429, make: Mobility Ventures, year: 2014, model: MV-1 vin: 57WMD1A68EM100776, and mileage: 72,492 for the vehicle being replaced.
FY2025 $258,831.00 FTA share and $45,676.00 local match (85/15).

**Will 3rd Party contractors be used to fulfill this activity line item?**
Yes, 3rd Party Contractors will be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | $258,831 |
| Local | | | $45,676 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$304,507** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 9/1/2025 | Estimated start date. |
| Award of contract | 10/31/2025 | Estimated date to award the vehicle contract. |
| initial Delivery | 4/15/2026 | estimated delivery date |
| Final Delivery | 6/1/2026 | estimated final delivery |
| End Date | 9/30/2028 | Estimated completion date. |

**Budget Activity Line Item: 12.42.07 - PURCHASE - ADP HARDWARE**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|
| 5310 PROJECTS (641-00) | 12.42.07 | PURCHASE - ADP HARDWARE | ACQUISITION | 0 |

**Extended Budget Description**
El Lift Department will be replacing outdated hardware (tablets) that will expediate and facilitate scheduling the pick-up times and drop-off times for the elderly and people with disabilities community that utilize our services.
The hardware of tablets has a useful life of 4 years.
-FY2023 $127,974.00 FTA share and $31,994.00 local match (80/20).

**Will 3rd Party contractors be used to fulfill this activity line item?**
Yes, 3rd Party Contractors will be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | $127,974 |
| Local | | | $31,994 |

| | | | |
|---|---|---|---|
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$159,968** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 9/1/2025 | Estimated start date. |
| Award date | 11/28/2025 | |
| End Date | 9/30/2028 | Estimated completion date. |

**Budget Activity Line Item: 12.42.08 - PURCHASE - ADP SOFTWARE**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|
| 5310 PROJECTS (641-00) | 12.42.08 | PURCHASE - ADP SOFTWARE | ACQUISITION | 0 |

**Extended Budget Description**
El Lift Department will be replacing outdated scheduling software that will expediate and facilitate scheduling the pick-up times and drop-off times for the elderly and people with disabilities community that utilize our services.
-FY2023 $127,974.00 FTA share and $31,993.00 local match (80/20).

**Will 3rd Party contractors be used to fulfill this activity line item?**
Yes, 3rd Party Contractors will be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | $127,974 |
| Local | | | $31,993 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$159,967** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 9/1/2025 | Estimated start date. |
| Award date | 11/28/2025 | |
| End Date | 9/30/2028 | Estimated completion date. |

## Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| 5310 PROJECTS (641-00) | 12.42.08 | PURCHASE - ADP SOFTWARE | 0 | $127,974.00 | $159,967.00 |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 5310 PROJECTS (641-00) | 12.42.07 | PURCHASE - ADP HARDWARE | 0 | $127,974.00 | $159,968.00 |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| 5310 PROJECTS (641-00) | 11.12.15 | BUY REPLACEMENT VAN | 1 | $258,831.00 | $304,507.00 |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OTHER PROGRAM COSTS (600-00) | 30.09.01 | UP TO 50% FEDERAL SHARE | 0 | $264,485.00 | $528,970.00 |

# Part 4: Fleet Details

No fleet data exists for this application.

# Part 5: FTA Review Comments

## Application Review Comments

| Comment By | Zille Khan |
|---|---|
| Comment Type | Application Details |
| Date | 7/2/2025 |
| Comment | Activity Type: Rolling Stock (Buy) Suggested Technical Guidance<br>Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.<br>Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense for additional guidance.<br>49 CFR Part 26.49(a) states If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section. FTAs current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers.<br>49 CFR Part 26.49(a)(4) states FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement. The Transit Vehicle Award Reporting Forms can be found on FTAs website at https://www.surveymonkey.com/r/vehicleawardreportsurvey. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews.<br>Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation.<br>Recipient must comply with the Recipients procurement policies and procedures as they apply to FTA-funded projects.<br>The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.<br><br>Activity Type: Rolling Stock (Rehab/Rebuild/Overhaul) Suggested Technical Guidance |

Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to rehabilitating, rebuilding and overhauling rolling stock including 49 CFR Part 661, Buy America Requirements, accessibility, air pollution and fuel economy. Regarding Buy America requirements at 49 CFR 661, the following requirements will apply (choose all that apply):
Always apply to rehabilitation work on existing rolling stock, unless the contract for the work is less than $150,000 in which case the contract would qualify for the Buy America small purchase waiver. But if the cost of the contract exceeds the Buy America small purchase waiver threshold of $150,000, the Buy America standard (manufactured product standard or rolling stock standard) that will apply to the rehabilitation work will depend on whether the work is characterized as a rebuild or an overhaul.
Apply to Rebuild work at the domestic content percentage that applied when the vehicle was originally delivered.
Apply to overhaul work at the domestic content percentage that applied when the vehicle was originally delivered. This work is not subject to the manufactured product standard.
Recipient must comply with the Recipients procurement policies and procedures as they apply to FTA-funded projects.
The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

| **Comment By** | **Zille Khan** |
|---|---|
| Comment Type | Application Details |
| Date | 7/2/2025 |
| Comment | Activity Type: Rolling Stock (Buy) Suggested Technical Guidance<br>Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.<br>Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense for additional guidance.<br>49 CFR Part 26.49(a) states If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section. FTAs current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers.<br>49 CFR Part 26.49(a)(4) states FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement. The Transit Vehicle Award Reporting Forms can be found on FTAs website at https://www.surveymonkey.com/r/vehicleawardreportsurvey. Please take a screenshot of the completed report before |

submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews.
Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation.
Recipient must comply with the Recipients procurement policies and procedures as they apply to FTA-funded projects.
The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Activity Type: Rolling Stock (Rehab/Rebuild/Overhaul) Suggested Technical Guidance
Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to rehabilitating, rebuilding and overhauling rolling stock including 49 CFR Part 661, Buy America Requirements, accessibility, air pollution and fuel economy. Regarding Buy America requirements at 49 CFR 661, the following requirements will apply (choose all that apply):
Always apply to rehabilitation work on existing rolling stock, unless the contract for the work is less than $150,000 in which case the contract would qualify for the Buy America small purchase waiver. But if the cost of the contract exceeds the Buy America small purchase waiver threshold of $150,000, the Buy America standard (manufactured product standard or rolling stock standard) that will apply to the rehabilitation work will depend on whether the work is characterized as a rebuild or an overhaul.
Apply to Rebuild work at the domestic content percentage that applied when the vehicle was originally delivered.
Apply to overhaul work at the domestic content percentage that applied when the vehicle was originally delivered. This work is not subject to the manufactured product standard.
Recipient must comply with the Recipients procurement policies and procedures as they apply to FTA-funded projects.
The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

| **Comment By** | **Margaret Griffin** |
|---|---|
| Comment Type | Application Details |
| Date | 7/9/2025 |
| Comment | Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Goal prior to bidding on contract. For a current listing, see https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list. Recipient must ensure that all vehicles purchased are accessible and purchased from an FTA approved TVM. |

## Application Conditions

| Entered By | Jason Pollock |
|---|---|
| Condition Type | Special Conditions |
| Date | 7/30/2025 |
| | CONDITIONS OF AWARD<br><br>The Recipient agrees that the following Condition of Award applies to this grant. This Condition of Award supersedes any conflicting provisions of this Grant Agreement and applicable Master Agreement, unless FTA determines otherwise in writing. |
| Condition | The Recipient has been awarded a sum certain in 49 U.S.C. Sec 5310 funds as enumerated in the Award Budget for the activities described in the Project Information section of the grant. The Recipient has yet to attach a current version of the Statewide Transportation Improvement Program (STIP) which reflects these activities. Until such time as a current and valid STIP is attached to this grant the Recipient acknowledges and agrees that it will not request payment from this grant award via the Electronic Clearing House Operation (ECHO) system. |

# Part 6: Agreement

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT**
**(FTA G-33)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(33), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: CITY OF LAREDO

Recipient ID: 2069

UEI: Y5MTUNLGB2P5

DUNS: 069463594

**Award Information**

Federal Award Identification Number (FAIN): TX-2025-107

Award with Amendment Number: TX-2025-107-00

Award Name: City of Laredo FY2023-2025 Section 5310-Operating, Replacement Van, Hardware & Software

Award Start Date: 8/1/2025

Original Award End Date: 1/31/2029

Current Award End Date: 1/31/2029

Award Executive Summary: The purpose of this grant application is to combine three (3) years of apportionment; FY2023, FY2024, and FY2025 in the federal amount of $779,264. The combined funds will be used between purchase of software to upgrade old software, to upgrade outed equipment, replace outdated paratransit vans, and/or to cover operating and maintenance costs. All of these projects will be to the benefit of the El Lift Department, which services the seniors and individuals with disabilities in our community. The seniors and individuals with disabilities in our community are the main beneficiaries of this program. The staff in El Lift Department will also benefit from this program, because they will be able to schedule, pick-up, drop-off, and transport our community in a more efficient way. At this time, there are no subrecipients. FTA share and local match (Local match for these project will be from transit sales tax.) is as follows:

- FY2023 FTA share $255,948 Local Match $63,987 - 80/20 for software and equipment purchases.
- FY2024 FTA share $258,831 Local Match $45,676 - 85/15 for Replacement of vans purchases.
- FY2025 FTA share $264,485 Local Match $264,485 - 50/50 for Operating Assistance.

The required 55%/45% funding allocation for traditional and nontraditional Section 5310 projects is met.

The City of Laredo certifies that there were no other eligible providers identified to apply for the federal funds; therefore, funds are allocated to El Lift. The City of Laredo certifies that the selected projects are derived from a locally developed, Coordinated Public Transit - Human Services Transportation Plan. The allocation of these funds were awarded on a fair and equitable basis; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of seniors and individuals with disabilities.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is not using Pre-Award Authority.

**Award Budget**

Total Award Budget: $1,153,412.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $779,264.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $374,148.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $779,264.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $374,148.00

**Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5310 - Mobility of Sr. & Indv. w/ Disabilities Formula | 5310-1A | 20513 | $779,264 |
| Local | | | $374,148 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$1,153,412** |

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Original Certification Date:

**Special Conditions**

**Comment By Jason Pollock**

| | |
|---|---|
| Comment Type | Special Conditions |
| Date | 7/30/2025 |
| | CONDITIONS OF AWARD<br><br>The Recipient agrees that the following Condition of Award applies to this grant. This Condition of Award supersedes any conflicting provisions of this Grant Agreement and applicable Master Agreement, unless FTA determines otherwise in writing. |
| Comment | The Recipient has been awarded a sum certain in 49 U.S.C. Sec 5310 funds as enumerated in the Award Budget for the activities described in the Project Information section of the grant. The Recipient has yet to attach a current version of the Statewide Transportation Improvement Program (STIP) which reflects these activities. Until such time as a current and valid STIP is attached to this grant the Recipient acknowledges and agrees that it will not request payment from this grant award via the Electronic Clearing House Operation (ECHO) system. |

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 8/1/2025

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*CITY OF LAREDO*

**RESOLUTION NO. 2025-RT-37**

**2025-RT-37 AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE GRANT NUMBER TX-2025-107 IN THE AMOUNT OF $1,153,412.00 FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES. FUNDING IS AVAILABLE IN THE TRANSIT CAPITAL GRANTS FUND.**

**WHEREAS,** the City of Laredo, Texas, authorizes the City Manager to accept and execute a Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program TX-2025-107 in the amount of $1,153,412.00; and

**NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD THAT:**

**Section 1.** the City Manager is authorized to accept and execute the grant from the Federal Transit Administration (FTA) in the amount of $1,153,412.00; and

**Section 2.** the City Manager is authorized to accept and execute all necessary documents relating the said Grant; and

**Section 3**. the grant funds shall be encumbered in the Laredo Transit Capital Grants Fund.

**PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2025.**

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 41.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 42.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 43.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 44.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 45.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 46.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 47.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 48.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 49.**

# City of Laredo

## City Council

**Meeting Date:** 9/2/2025 **Council Item 50.**