City of Laredo

REGULAR MEETING AGENDA

A-2026-R-13

Monday, August 17, 2026
5:30 PM

City Council Chambers

City Council

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City of Laredo
Regular City Council Meeting
A-2026-R-13
The City Council will convene on August 17th at 5:30 P.M. at City Hall Council Chambers located at 1110 Houston Street, Laredo, Texas and some members may participate via video conference.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

MOMENT OF SILENCE

ROLL CALL

MINUTES

Approval of Minutes of:

August 3rd, 2026

CITIZEN COMMENTS

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

RECOGNITION

1. The City of Laredo Mayor and Council recognize the Lil Trouble Makers T-Ball Team, competing in the Laredo Sports League, for their dedication, hard work, sportsmanship, and commitment to youth athletics. Special recognition is extended to Head Coach Margarito Segovia and Assistant Coaches Alejandra Vasquez and Veronica Segovia for their outstanding leadership, mentorship, and dedication to developing the skills, confidence, character, and teamwork of these young athletes both on and off the field. **REC26-73**

Team Players: Joey Castillo, Isaiah Vasquez, Noel Ignacio Segovia, Francis Rangel, Lori Dawson, Alexis Saldana, David A. Alexander Segovia, Javier Martinez, Joaquin Martinez, and Matthew Amaro.

2. The City of Laredo Mayor, Dr. Victor D. Treviño, and Council recognize the inaugural Firefighter Leadership Certificate Cohort for **REC26-75**

successfully graduating through a partnership between the Laredo Fire Department and Laredo College. The inaugural cohort completed the Level I Leadership Certificate, consisting of 16 college credit hours over a two-month period from June 3 through August 3. The program included five college-level courses designed to strengthen leadership skills and promote professional development. This certificate also serves as a pathway to Laredo College's Bachelor of Applied Science in Organizational Leadership, allowing firefighters to continue their education while preparing for future leadership roles within the department.

3. Recognition of the 2026 Miss Laredo and Miss Southwest Royal Court for their outstanding achievements, dedication to community service, and commitment to serving as ambassadors for the City of Laredo and Southwest Texas. **REC26-76**

4. The City of Laredo Mayor and Council recognize the Bulldog Ballers 4th Grade Basketball Team for earning 1st Place in the Spurs League (Silver Bracket) and for exemplifying outstanding teamwork, dedication, discipline, perseverance, and sportsmanship throughout the season. The team's commitment to improving their skills through consistent summer practices and their positive representation of the City of Laredo both on and off the court serves as an inspiration to other young athletes. **REC26-77**

Special recognition is extended to Head Coach Leslie Ramos and Head Coach Rene Garcia for their exceptional leadership, mentorship, and unwavering commitment to developing the character, confidence, and athletic abilities of these student-athletes.

Bulldog Ballers Players: Ryan Garcia, Elijah Santoya, Mateo Puente, Rigoberto Valdez, Jesus Perez, Brandon Lopez, Benjamin Garza, and Jason Marroquin.

COMMUNICATIONS

5. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **26-1557**

APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

6. Appointment by Mayor Dr. Victor Trevino of Marina Medina as Chair of the Drug and Alcohol Commission. **APPT26 - 62**

7. Reappointment by Council Member Rick Garza of Jose Salvador Tellez to the Ethics Commission. **APPT26 - 63**

PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

8. Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 4, 5, 8, and 9, Block 470, Eastern Division, located at 317 East Eistetter Street and 316 and 318 East Bustamante Street, from B-1 (Limited Business District) to B-3 (Community Business District). **26-1479**

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-068-2026
District IV

9. Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 7 and 8, Block 305, Eastern Division, located at 818 and 820 Clark Boulevard. **26-1480**

The Planning and Zoning Commission recommended approval of the proposed Special Use Permit, with an amendment to Condition No. 4 modifying the hours of operation. Under the amended condition, the restaurant will be permitted to operate from 11:00 a.m. to 1:00 a.m. on Thursday, Friday, and Saturday, and from 11:00 a.m. to 12:00 a.m. on Sunday through Wednesday.

Staff supports the application.

ZC-065-2026
District IV

10. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a bar with outdoor on-premise alcohol consumption on Block 854-A (Suite 19, 912 square feet) and Lots 1, 2, 7, and 8, Block 757-A, Eastern Division, located at 4501 and 4500 McPherson Road and 1302 East Taylor Street. **26-1509**

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the following modifications to the conditions:
1. Amend Condition No. 5 to replace the seven-foot masonry wall with a seven-foot opaque wall.
2. Eliminate Condition No. 6.
Staff supports the proposed conditional use permit for an indoor bar located within Suite 19 (912 square feet). However, staff does not support the proposed conditional use permit for outdoor on-premise alcohol consumption.

ZC-064-2026
District V

11. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 22.82 acres, as further described by metes and bounds in attached Exhibit A, located west of US Highway 83 and north of Masterson Road, from AG (Agricultural District) and B-3 (Community Business District) to R-1B (Single Family High Density District). **26-1510**

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

ZC-066-2026
District II

12. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 5, Block 179, Western Division, located at 1016 San Francisco Avenue. **26-1512**

The Planning and Zoning Commission recommended approval of the proposed conditional use permit, and staff supports the application.

ZC-062-2025
District VIII

PUBLIC HEARING & INTRODUCTORY ORDINANCE

13. Public Hearing and Introductory Ordinance authorizing the City Manager to execute all legal documents granting AEP Texas, Inc., a 15' Utility Easement and Right-of-Way containing 683.27 sq. ft of land, more or less, out of a tract of land, being the remainder of a 128.0839 acre tract, Lot 1, Block 1, Laredo Northwest International Bridge Plat, recorded in Volume 22, Page 86, Plat Records of Webb County, Texas, this 683.27 sq. ft. Utility Easement being more particularly described by Exhibit "A" attached hereto and made part of, providing for an effective date. **26-1450**

INTRODUCTORY ORDINANCES

14. An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy. **26-1544**

FINAL READING OF ORDINANCES

15. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1005, Eastern Division, located at 1007 South Meadow Avenue, from B-1 (Limited Business District) to B-3 (Community Business District). **2026-O-141**

ZC-062-2026
District II

16. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 2, 4, 6, and 8, Block 544, Western Division, located at 2303 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Business District) (AS AMENDED). **2026-O-156**

ZC-058-2026
District VIII

17. Final Reading of Ordinance of the City of Laredo, Texas, amending the City of Laredo's FY 2026 annual budget by appropriating revenues and expenditures in the estimated amount of $202,507.00 in the Downtown TIRZ #1 2021B Certificate of Obligation Bond. The interest earnings being appropriated are for the arbitrage liability payment due to the U.S. Treasury. Funding is available in the Downtown TIRZ#1 2021 Certificate of Obligation Bond. **2026-O-159**

18. 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 a Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental on Lot 1, Block 1, DCAF Mines Road Plat, located at 16111 FM 1472. **2026-O-162**

ZC-054-2026
District VII

19. Authorizing the City Manager to grant a non-exclusive franchise to 5R'S Services LLC 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 purpose 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. **2026-O-163**

20. Authorizing the renewal amendment to grant a non-exclusive franchise to Jerry Resendez Enterprises, Inc. DBA Trashco to use the present and future streets, avenues, alleys, roads, highways, **2026-O-164**

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.

21. An Ordinance of the City of Laredo establishing administrative procedures for implementation of the City's International Bridge Toll Program; incorporating the toll schedule previously adopted by the City Council; establishing implementation policies; providing for financial stewardship; annual performance reporting; operational pilot programs; extraordinary economic review; future bridge toll rate studies; administrative authority; and other matters incident thereto. **2026-O-166**

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.

CITY MANAGER'S OFFICE: JOSEPH W. NEEB

22. A Resolution requesting that U.S. Customs and Border Protection, the International Boundary and Water Commission, and members of the Texas Congressional Delegation reassess the current buoy deployment program along the Rio Grande through the appropriate federal review process, including an evaluation of its engineering, environmental, navigational, and operational impacts; a review of its performance during the recent flood event; and consideration of alternative strategies that achieve border security objectives while improving resilience, minimizing disruptions to international trade, and enhancing operational effectiveness, while continuing coordination with the City of Laredo regarding proposed future border wall construction in the Laredo sector. **2026-R-191**

CITY SECRETARY: MARIO MALDONADO, JR.

23. A Resolution of the City Council of the City of Laredo, Texas, ordering and proclaiming a Special City Election to be held on Tuesday, November 3, 2026; for: the election of a city official for City Council District VIII; designating polling places; providing for publication; applications for a place on the ballot must be filed by August 20, 2026 at 6:00 p.m.; and authorizing the City Manager to negotiate and enter into contract with Webb County Elections Office / Administrator for the purpose of conducting a Special Election; and any matters relating thereto. **2026-R-196**

CONVENTION & VISITORS BUREAU: AILEEN RAMOS, DIRECTOR

24. Amending Agenda Item No. 26-1015, previously approved by City **26-1585**

Council, to correct the Vehicle Identification Number (VIN) for the donation of a 2005 American LaFrance truck from the Fire Department to the Municipality of Queretaro, Queretaro, Mexico (assigned for use to the City of Queretaro, Queretaro, under the custody of the State Civil Protection Coordination of Queretaro, which belongs to the Executive Branch of the State of Queretaro). The correct Vehicle Identification Number (VIN) is 4Z3AAACG75RU37498.
All other terms and conditions authorized under Agenda Item No. 26-1015 remain unchanged. There is no financial impact associated with this amendment.

25. Amending Agenda Item No. 26-1055, previously approved by City Council, to correct the model year of the Freightliner truck authorized for donation from the Fire Department to the Municipality of Pinal de Amoles, Queretaro, Mexico. The correct vehicle description is a 2009 Freightliner truck, formerly designated as Unit #238. **26-1586**
All other terms and conditions authorized under Agenda Item No. 26-1055 remain unchanged. There is no financial impact associated with this amendment.

26. Rescinding the previously authorized donation of a 2006 American LaFrance truck from the Laredo Fire Department to the Municipality of San Miguel de Allende, Guanajuato, Mexico, and authorizing the City Manager to donate said vehicle instead to the Patronato del Cuerpo de Bomberos de San Miguel de Allende, Guanajuato, Mexico. **26-1587**
All other terms and conditions associated with the previously authorized donation remain unchanged. There is no financial impact associated with this action.

27. Amending agenda item 26-1000, previously approved by City Council to correct the Vehicle Identification Number (VIN) and vehicle year for the donation of a Rosenbauer ARFF truck from the Fire Department to the Municipality of Nuevo Laredo, Tamaulipas, Mexico. The correct Vehicle Identification Number (VIN) is 1FVKBBCK42PK00182 and the correct year of the vehicle is 2002. **26-1593**

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

28. Consideration for approval of FY25-ENG-08 City of Laredo Health Department Site Accessibility Upgrades Project as complete, including all warranty certificates, release of retainage, and final payment in the amount of $21,108.98 to Quantcorp Construction, LLC, Laredo, Texas and approval of change order no. 1 in a decrease of $20,228.95. The final construction contract amount is $425,131.38. Funding is available in the 2017 Certificate of Obligation Bond, 2023 Certificate of Obligation Bond, and Public **26-1324**

Health Fund- EMS Waiver Funds.

29. Consideration to reject all bids received for FY24-ENG-07 Recreational Trails Grant Program 2022 Shiloh Bike Trails Project, as the bids received exceed the estimated budgeted amount. There is no financial impact at this time. **26-1331**

1. CID Group Inc, Laredo, Texas
   Total base bid: $478,765.17
2. Cobalt Construction, Laredo, Texas
   Total base bid: $508,478.01
3. Mage 4Group, LTD, Laredo, Texas
   Total base bid: $532,500.00
4. ALC Construction Co., Inc, Laredo, Texas
   Total base bid: $552,650.00
5. 360 General Contractor Inc., Houston, Texas
   Total base bid: $554,264.80
6. ABBA Construction, LLC, Laredo, Texas
   Total base bid: $565,170.00
7. Azar Services, LLC, Laredo, Texas
   Total base bid: $586,890.00
8. Midas Contractors, LLC, Laredo, Texas
   Total base bid: $605,290.00

Refer to attached letter of recommendation.

FIRE: GUILLERMO HEARD, FIRE CHIEF

30. Ratification of PO#444290 issued to Scott Equipment, Inc. for the purchase and installation of seven (7) turnout gear extractors, associated chemical dispensing systems, detergents, freight, and installation services under BuyBoard Contract #784-25. The original purchase order totaled $99,543.16, which was below the $100,000 threshold requiring City Council approval. After a subsequent walkthrough prior to installation, three additional 6-inch washer bases are required for an additional $1,596.00, bringing the grand total to $101,139.16. Requisition #496505 has been entered to access the additional funds needed. **26-1548**

Sponsors: Fire

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

31. Consideration to renew contract FY23-046 to Quest Diagnostics, Dallas, Texas in the estimated annual amount of $600,000.00, to provide clinical laboratory testing services for the City of Laredo Public Health Department and Employee Health and Wellness. The term of this contract shall be for three (3) years, this is the last extension period. Funding is available in the Laredo Public Health Department and Employee Health and Wellness Fund. **26-1516**

MUNICIPAL COURT: ANA L. CABALLERO-RODRIGUEZ

32. Authorization for payment of invoices for the annual software maintenance agreement as stipulated on the contract with Tyler Technologies, Inc. utilizing Sourcewell contract #060624-TTI in the amount not to exceed $135,701.70. The maintenance agreement is a hosted environment software allowing the court to process, track and maintain all court records. The term of the contract is for one year commencing on September 1, 2026 and ending on August 31, 2027. Funding is available in General Fund-Municipal Court Budget. **26-1495**

PARKS & RECREATION: JOSE A. VALDEZ, JR., ACTING DIRECTOR

33. Consideration to approve a contract with Kraftsman Spring, TX in the total amount of $122,902.97 for the purchase and installation of fitness equipment amenities for the Parks & Recreation Department, utilizing the BuyBoard Cooperative Purchasing Program, BuyBoard Contract #781-25. All labor, materials, equipment, insurance, and bonds included in the total price. This project will be located along the E. Lyon St and Meadow Ave and named the Lupita Cortez Memorial Community Wellness Recreation Complex. Funding for this project is available in the 2022 Certificate of Obligation Bond using the District Priority Funds from Councilmember Ricardo “Rick” Garza. **26-1418**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

34. Consideration to authorize the City Manager to renew the Professional Service Contract with Gabriel E. Martinez, Jr., DBA Gold Shield Consulting, LLC for the purpose of providing professional services as the Program Administrator for the Texas Anti-Gang (TAG) Center. The award of this contract is contingent on grant funding. The term of this agreement shall be for a period of two years beginning September 1, 2026, and continuing until August 31, 2028, in the amount of $287,731.99 and with each year of the agreement constituting a Fiscal Year. The first year of the agreement will run from September 1, 2026, through August 31, 2027, in the amount of $140,357.07 contingent on grant award for Fiscal Year 2027. The second year will run from September 1, 2027, through August 31, 2028, in the amount of $147,374.92 contingent on grant award for Fiscal Year 2028. Thereafter, this contract may be renewed, contingent on funding availability and both parties agreeing to enter into a new contract.
Funding is available in the Special Police Fund - Texas Anti-Gang Center. **26-1440**

PUBLIC WORKS: JOHN ORFILA, DIRECTOR

35. Consideration to renew contract FY24-075 to Anderson Columbia, Weslaco, Tx. for the supply of MC-30 Prime Oil Asphalt, for street paving projects for an annual amount of $225,000.00. For a total four-year contract value of $900,000.00. There was a price increase in this last extension period. The term of this contract shall be for a period of one year, this is the second of three, one-year extension periods. All materials will be purchased on an as needed basis. Funding is available in General Fund-Public Works Department and other construction project budgets. **26-1564**

36. Consideration to renew contract FY24-076 for the supply of Tack Coat Emulsified Asphalt Oil used in street paving, street construction, and general repair projects for all City departments to: Anderson Columbia, Weslaco, Tx. as the Primary Vendor: $375,000.00 annually.
Ergon Asphalt & Emulsions, Jackson, Ms. as the Secondary Vendor: $100,000.00 annually.

For a total of four-year contract value of $1,900,000.00. There was a price increase in this last extension period. The term of this contract shall be for a period of one year, this is the second of three, one-year extension periods. All materials will be purchased on an as needed basis. Funding is available in General Fund-Public Works Department and construction project budgets. **26-1565**

SOLID WASTE: BISHOP P. WAGENER , DIRECTOR

37. Consideration to authorize the purchase of two units of heavy equipment for the Solid Waste Department from French Ellison Truck Center, LLC from Laredo, Tx. in the amount not to exceed $445,040.08. The heavy equipment units are composed of the following: Two 2027 Kenworth T880 Day Cab Dump Trucks. The purchase of this equipment shall be made utilizing the Sourcewell Contract #032824-KTC. Funding is available under the Solid Waste 2022 Certificate of Obligation Issue. **26-1446**

38. Consideration to authorize the purchase of replacement parts sorely needed for the Solid Waste Department - Materials Recycling Facility (MFR) from Machinex Technologies, Inc. from High Point, N.C. in the amount not to exceed $111,146.45. The replacement of these parts is vital for the operations of the City-owned Recycling Materials Recovery Facility (MRF) at the Solid Waste Department. Machinex Technologies, Inc. is the sole source vendor of these replacement parts. Funding is available in the Solid Waste Fund. **26-1475**

39. Consideration to authorize the purchase of two CCTV's complete vehicle systems equipment units for the Solid Waste Department from RAUSCH, USA from Chambersburg, PA. in the amount not to **26-1496**

exceed $647,886.56. The equipment units are composed of the following: Two Ford Transit Trucks which includes the CCTV's complete vehicle systems. The purchase of these units shall be made utilizing Sourcewell Contract #080525-RAU. Funding is available under the Solid Waste 2022 Certificate of Obligation Issue.

40. Consideration to authorize the purchase of one pick-up truck for the Solid Waste Department from Silsbee Ford from Silsbee, TX in the amount not to exceed $39,472.00. The pick-up truck is a 2026 Ford F-150 Regular Cab. The purchase of this pick-up shall be made utilizing contract TIPS USA 240901. Funding is available under the Solid Waste 2022 Certificate of Obligation Issue. **26-1507**

END OF CONSENT AGENDA

STAFF REPORTS

41. Staff report presentation with possible action regarding the Municipal Hospital Ad-Hoc Committee, including discussion and possible direction on membership structure, policy considerations, and related matters for the City of Laredo. **26-1134**

42. Discussion with possible action to accept and approve reports/reviews presented by Internal Audit. **26-1422**

43. Presentation with possible action regarding the implementation and feasibility study for the Transportation Reinvestment Zone (TRZ) South Laredo Loop 20. **26-1562**

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.

44. Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive agreement to South Laredo SNF RP, LTD, pursuant to Chapter 380 of the Texas Government Code, and any other matter incident thereto. **26-1499**

45. Request for Executive Session pursuant to Section 551.071 of the Texas Government Code to discuss ongoing negotiations with the Laredo Fire Fighters Union and the Laredo Police Officers Association. **26-1600**

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

46. Discussion with possible action to substantially increase the City's budget allocation for pipe replacement and critical water and wastewater infrastructure, beyond the approximately $130 million already committed and the more than 40,000 linear feet of pipe already replaced, and any matters related thereto. **26-C-139**

47. Discussion with possible action to present update on June 24, 2024 council resolution to place pediatric services on the ballot, and any matters related thereto. **26-C-140**

Sponsors: Cm. Vanessa Perez

Request by Mayor Pro Tempore Gilbert Gonzalez

48. Status update regarding the voting system installed in council chambers and any other matters incident thereto. **26-C-132**

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

49. Discussion with possible action to have external legal review of the current City Charter provisions and ethics ordinances governing the removal of elected officials, including their application in relation to the election application involving ineligible candidates, and any associated court rulings/ legal findings, and any matters related thereto. **26-C-128**

50. Discussion with possible action to review and revise the City's bulky waste collection program to improve service delivery, increase public awareness and education regarding proper bulky waste disposal, and promote compliance with the City's Solid Waste Ordinance; including evaluating current collection practices, communication and outreach efforts, enforcement of applicable ordinances, and other matters incident thereto. **26-C-141**

Request by Council Member Melissa R. Cigarroa

51. Discussion with possible action to direct the City Manager to develop official protocols for use of Police Department Personnel outside of their regular duties to include an Executive Protection, Official Transportation, Cost Recovery, and Public Notification Policy in support of official governmental activities. **26-C-122**

52. Discussion with possible action to direct management to develop an online reporting portal for the 3-1-1 system, and any other matters incident thereto. **26-C-129**

53. Discussion with possible action to direct the City Manager to **26-C-133**

instruct the Planning & Zoning Department to prepare and present a report on the current inventory and distribution of gas stations, evaluate the appropriateness of their zoning and locations, and provide recommendations, if necessary, regarding future policy or zoning amendments, and any other matters incident thereto.

Request by Council Member Ruben Gutierrez, Jr.

54. Status update on the development and construction of four pickle ball courts at Jovita Idar Park; and any matter incident thereto. **26-C-131**

55. Discussion with possible action to rename the Bartlett Soccer Complex as the Roque Vela Sr. Soccer Complex at Bartlett; and any matter incident thereto. **26-C-137**

Sponsors: Mayor Dr. Victor D. Trevino and Cm. Vanessa Perez

Request by Council Member Vanessa J. Perez

56. Discussion with possible action regarding agenda and council meeting policies and practices including but not limited to the structure, Robert's Rules, and the requirement of staff reports and project updates prior to consideration of ordinances involving rate increases, fee adjustments, and at key phases of project management process, and any other matters incident thereto. **26-C-94**

57. Presentation with possible action regarding the Riverbank Road realignment project and any other matters incident thereto. **26-C-95**

ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Tuesday, August 11th 2026 at 5:30 p.m.

City of Laredo

City Council

Meeting Date: 8/17/2026 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Recognition 2.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Recognition 3.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Recognition 4.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Communications 5.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Appointment 6.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Appointment 7.**

Reappointment by Council Member Rick Garza of Jose Salvador Tellez to the Ethics Commission.

City of Laredo

City Council

Meeting Date: 8/17/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 8.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 4, 5, 8, and 9, Block 470, Eastern Division, located at 317 East Eistetter Street and 316 and 318 East Bustamante Street, from B-1 (Limited Business District) to B-3 (Community Business District).

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-068-2026
District IV

Council District: District 4 **Zone Case:** ZC-068-2026

Letters sent to property owners: 48

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

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

COMMISSION RECOMMENDATIONS - Deny
The Planning & Zoning Commission in an 8 to 0 vote recommended denial of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 08/17/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: Level Up Investing, LLC, Owner; Jesse Leven, Applicant/Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 4, 5, 8, and 9, Block 470, Eastern Division, located at 317 East Eistetter Street and 316 and 318 East Bustamante Street, from B-1 (Limited Business District) to B-3 (Community Business District).

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-068-2026

District IV

PREVIOUS COUNCIL ACTION

LOTS 4 and 5:

On November 02, 2015, the City Council approved a zone change request to rezone the property from R-3 (Mixed Residential District) to B-1 (Limited Commercial District).

LOTS 8 and 9:

On February 1, 2021, the City Council approved a zone change request to rezone the property from R-3 (Mixed Residential District) to B-1 (Limited Commercial District).

BACKGROUND

Council District: IV – Cm. Ricardo "Rick" Garza

Proposed Use: The proposed use is for Auto Dealer / Auto Sales.

Site: The site consists of Lots 4 and 5, which is currently occupied by a training facility for sports, and Lots 8 and 9, which serves a parking lot for the facility.

Citations:

- 316/318 E. Bustamante Street: No Code Enforcement violations were identified for the subject property.

- 317 E. Eistetter Street:
  - A citation was issued on September 15, 2020, for performing work without the required permit.
  - A stop-work order was issued in 2019 after the property owner broke the curb and installed a driveway without the required authorization.

Surrounding Land Uses: To the north of the site is East Eistetter Street, residential uses, and a parking lot for Gregory's Driving School. To the east of the site is residential uses and

Springfield Avenue. To the south of the site is East Bustamante Street, residential uses, and Medina Tire Shop. To the west of the site is residential uses, Gregory's Driving School, and Marcella Avenue.

Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential.

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 identifies East Eistetter Street and East Bustamante Street as local streets.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 48
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 1

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **8** to **0** vote recommended **denial** of the proposed zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as High Density Residential (R-3, R-2, B-1R, B-1, R-O), which does not include B-3 zoning districts.
2. The proposed B-3 zoning district may introduce uses that are not compatible with the established residential character of the properties located to the east and south of the site.
3. The B-3 zoning district permits a broad range of general commercial activities, including higher-intensity uses that may generate increased noise, lighting, and higher traffic volumes. Such impacts could adversely affect the adjacent residential properties by diminishing neighborhood character, privacy, and overall quality of life
4. The proposed zone change does not meet the Laredo Land Development Code location requirement, stating that B-3 zoning districts should be located along minor or principal arterial streets. East Eistetter Street and East Bustamante Street are identified as local streets in the Thoroughfare Plan
5. The proposed zoning may also result in a significant increase in commercial traffic. East Eistetter Street and East Bustamante Street is designated as a local street, which is intended to function primarily as a residential corridor serving neighborhood traffic rather than accommodating high volumes of commercial traffic.

Notice to the owner/applicant:

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

IMPACT ANALYSIS

B-3. The purpose of the B-3 District (community business district) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire City and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
The property is situated within an area that is primarily residential. Other land uses around the property include a driving school to the west and a tire shop to the south.

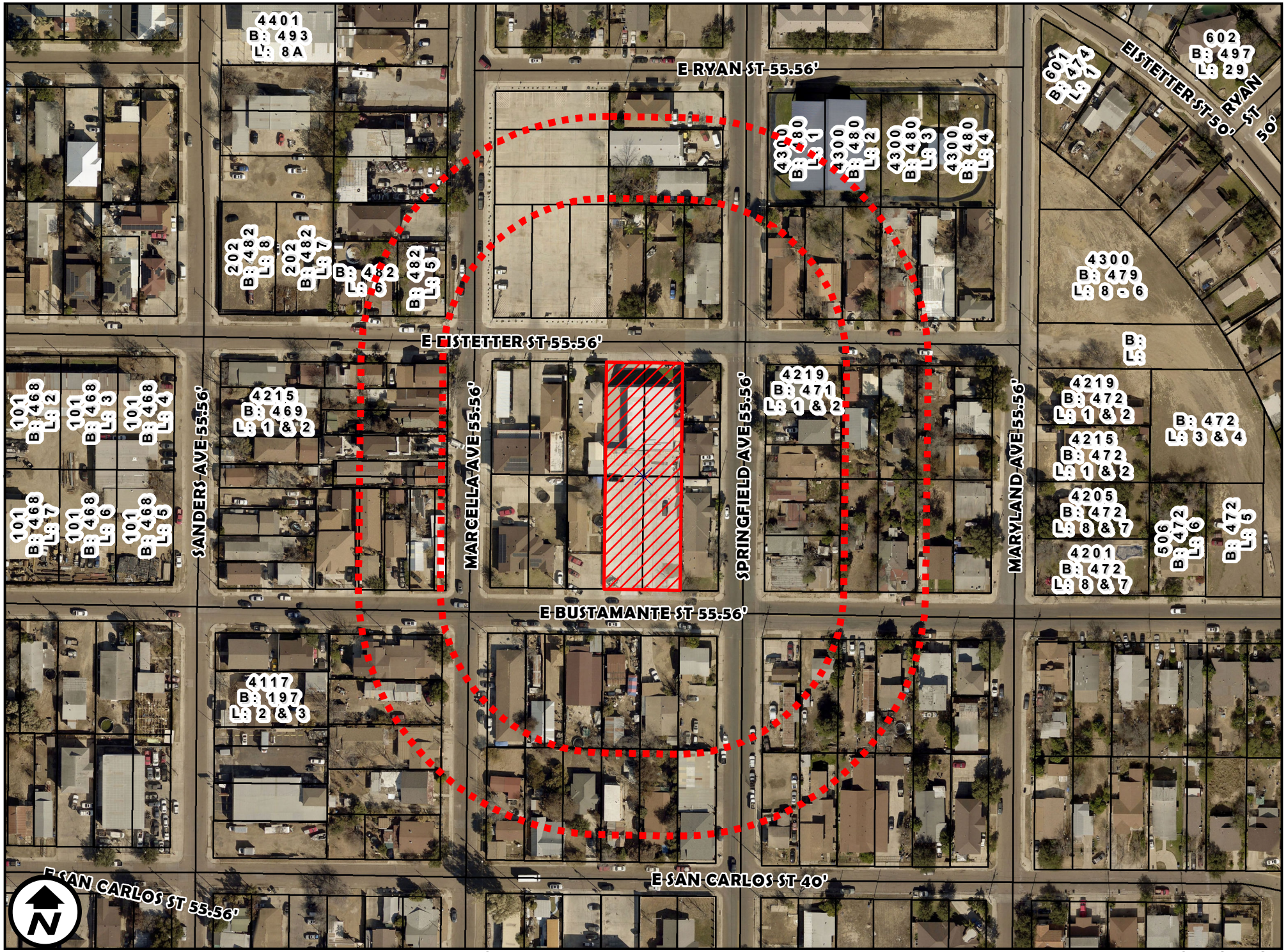
Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone change will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhoods?
The proposed zone change may be anticipated to have a negative impact with the surrounding area or neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for an Auto Dealer / Auto Sales as intended by the applicant.

Attachments

Maps
Comp Plan Alignment
Draft Ordinance

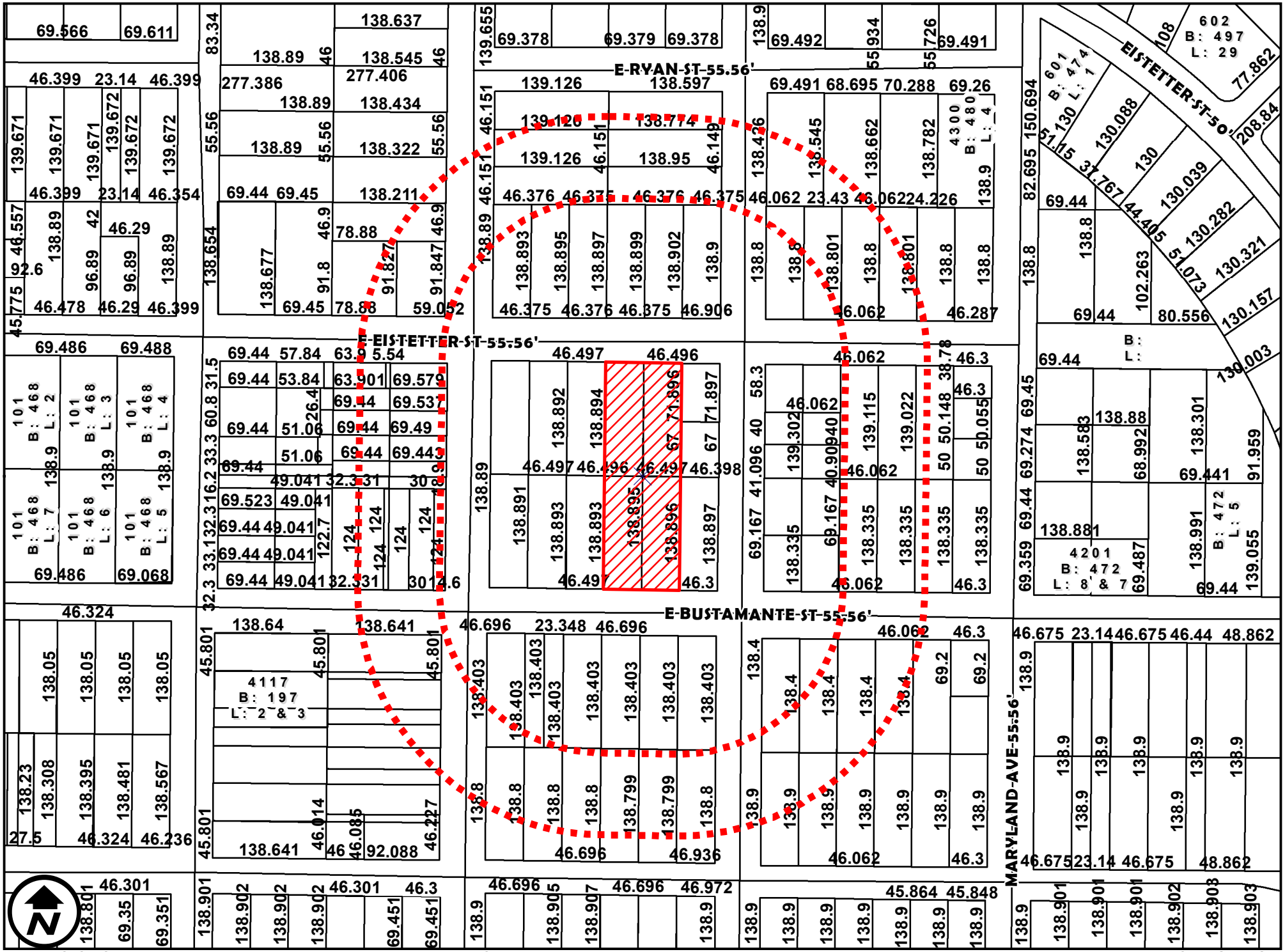


AERIAL MAP

1 inch = 150 feet

ZC-068-2026
COUNCIL DISTRICT 4
317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE STREET

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

ZC-068-2026

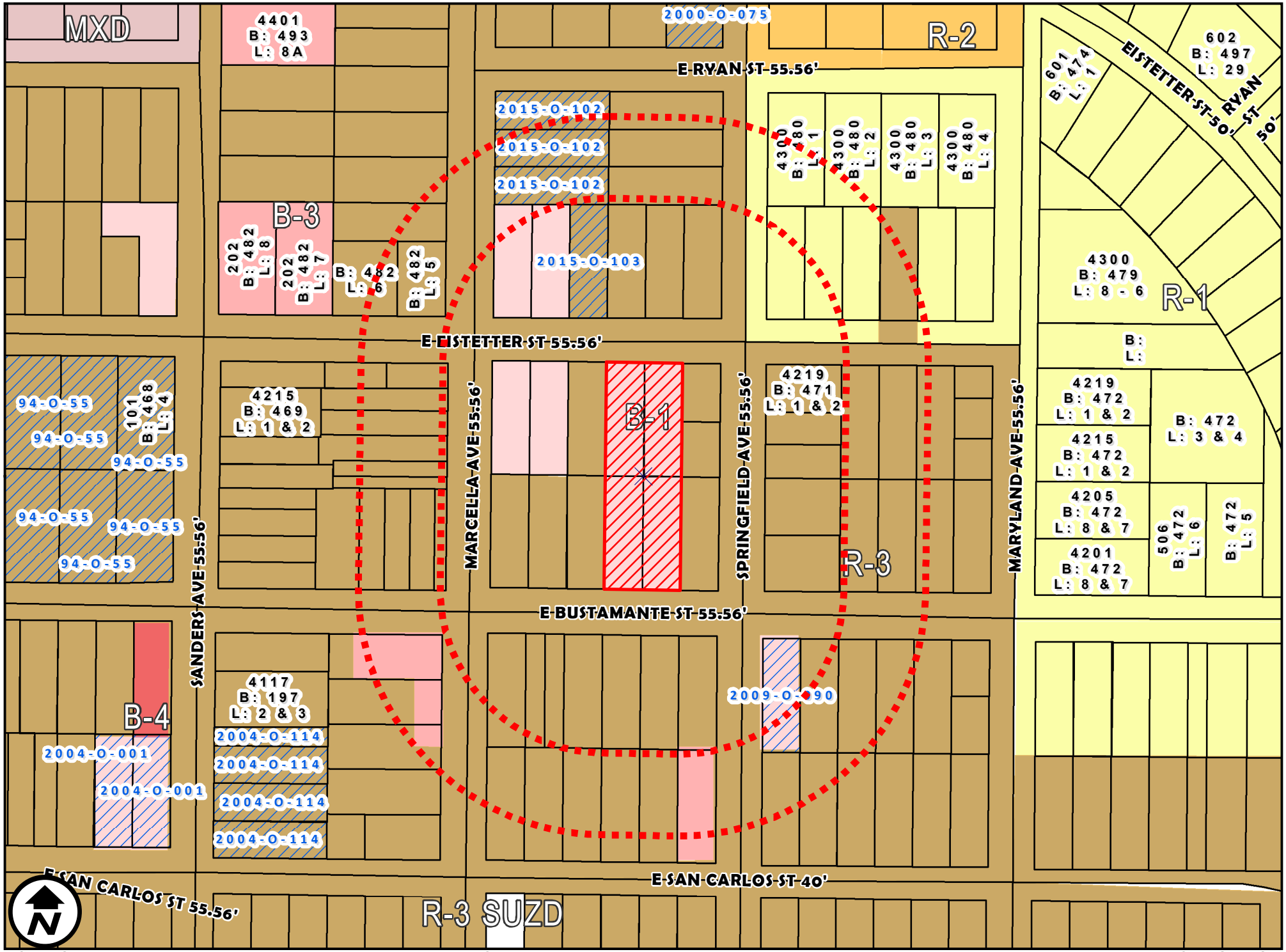
COUNCIL DISTRICT 4

317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE STREET

APPLICATION FC

B-1 (LIMITED BUSINESS DISTRICT) TO

B-3 (COMMUNITY BUSINESS DISTRICT)

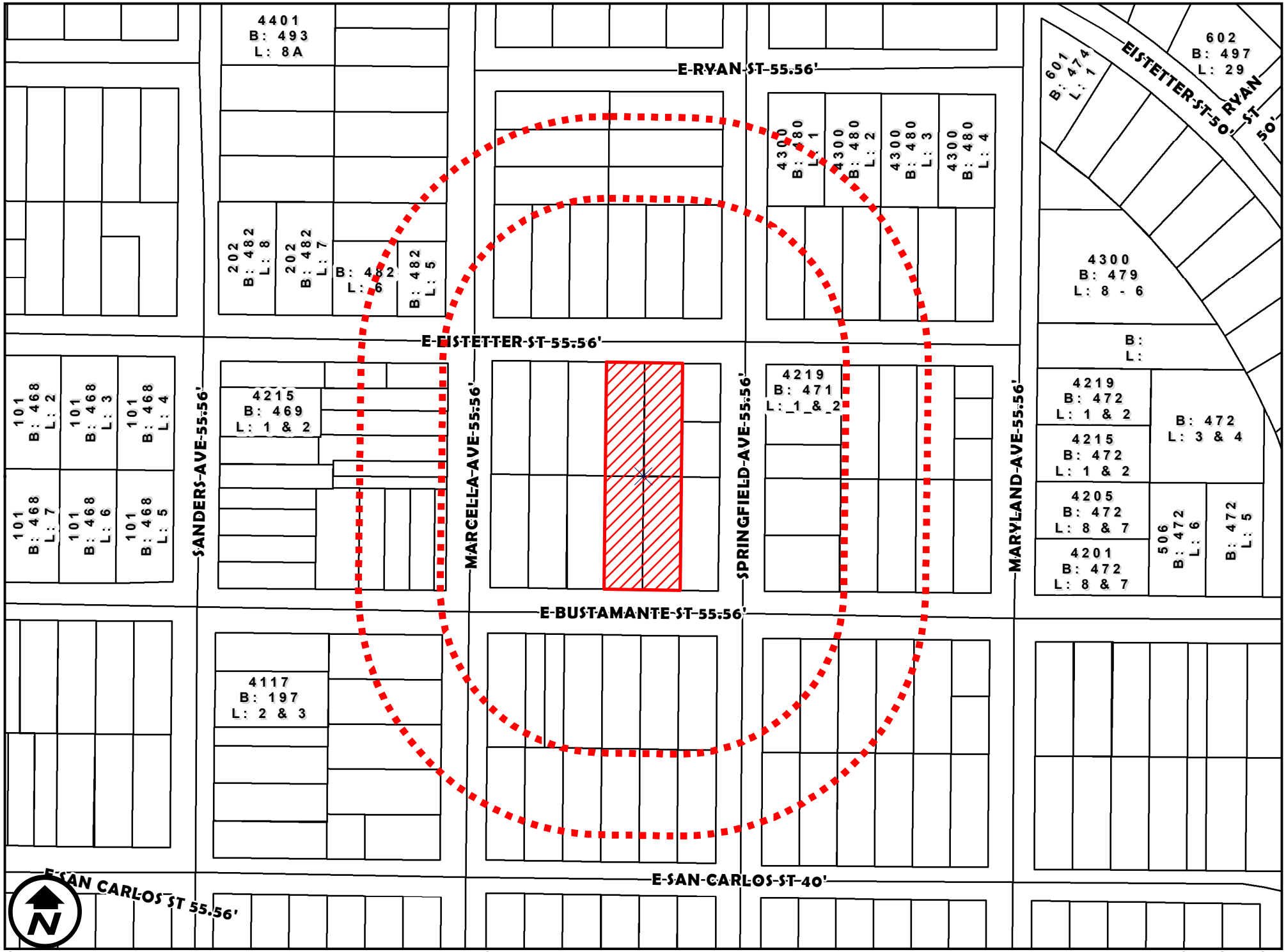


ZONING MAP

1 inch = 150 feet

ZC-068-2026
COUNCIL DISTRICT 4
317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE STREET

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

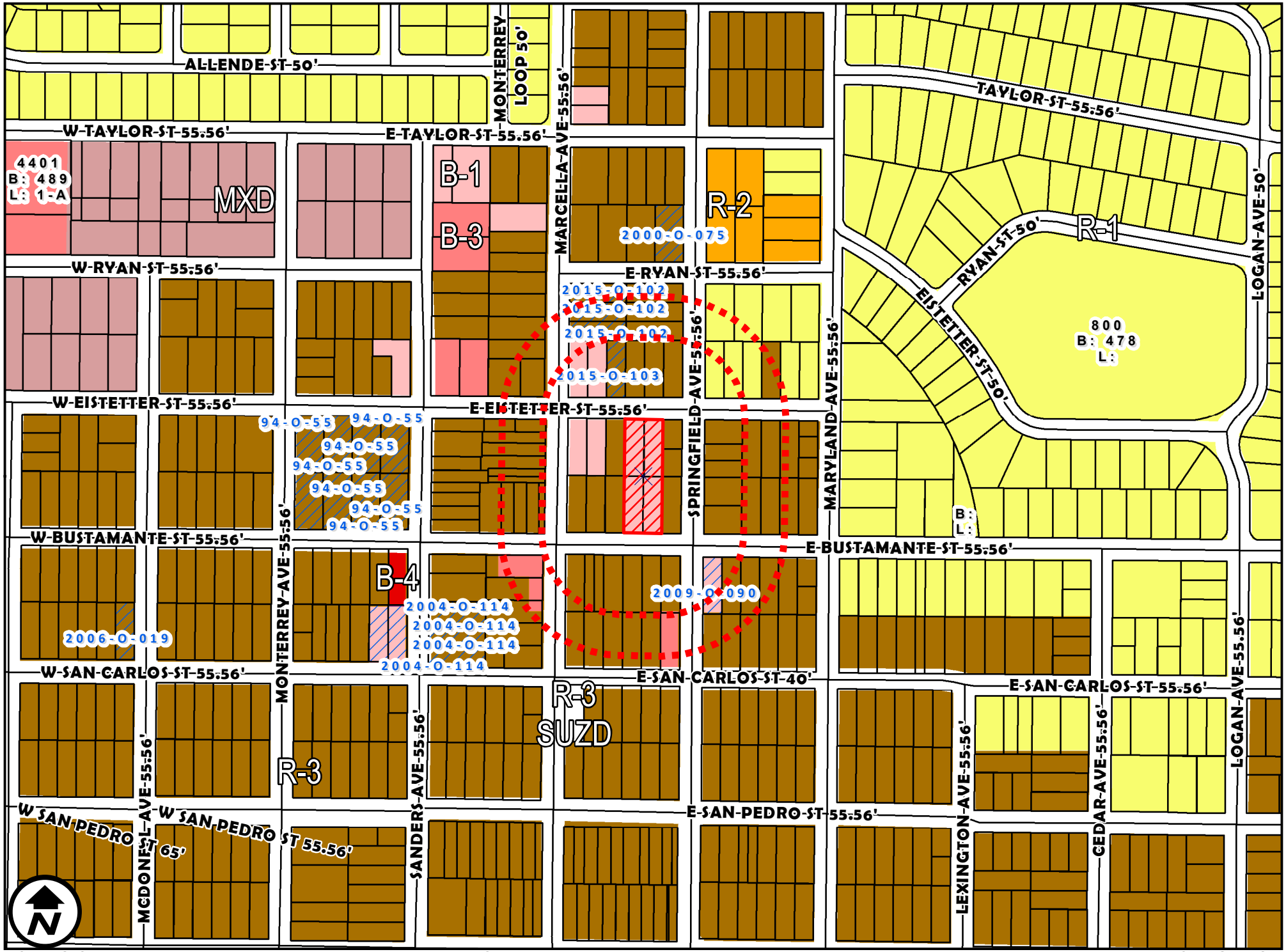


SURVEY MAP

1 inch = 150 feet

ZC-068-2026
COUNCIL DISTRICT 4
317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE STREET

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

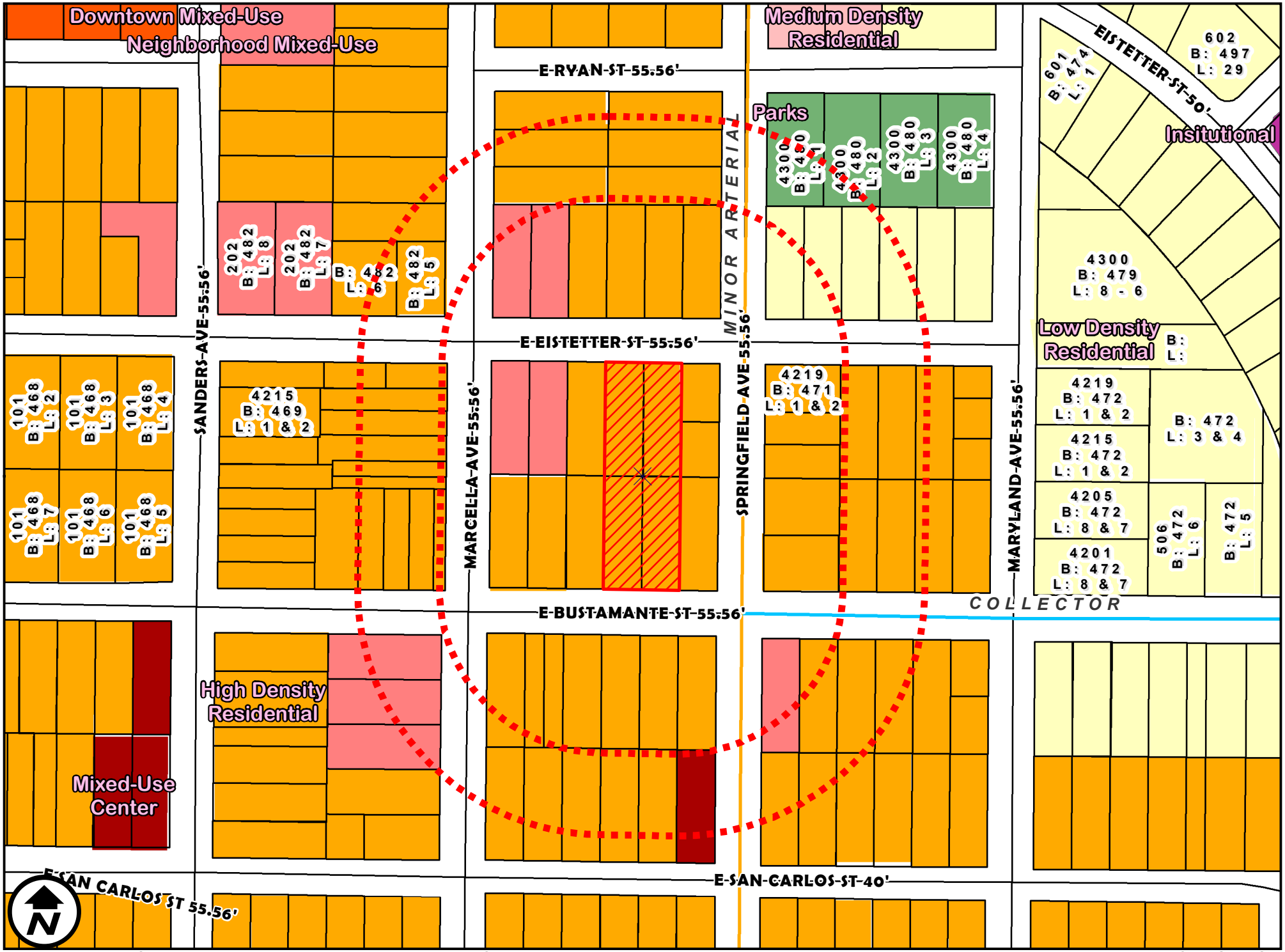


ZONING OVERVIEW

1 inch = 300 feet

ZC-068-2026
COUNCIL DISTRICT 4
317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE STREET

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) T
B-3 (COMMUNITY BUSINESS DISTRICT)

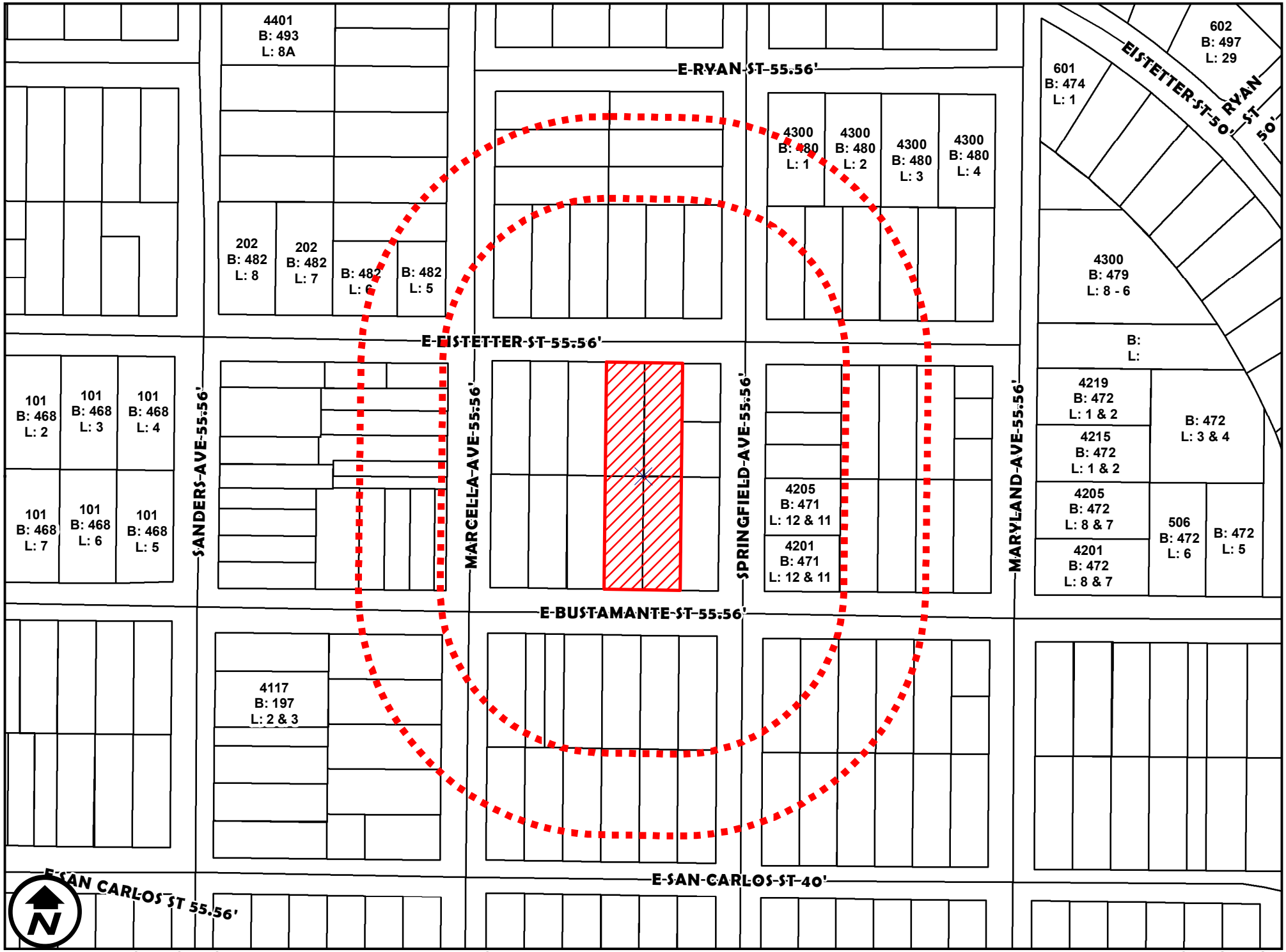


FUTURE LANDUSE

1 inch = 150 feet

ZC-068-2026
COUNCIL DISTRICT 4
317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE STREET

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-068-2026
COUNCIL DISTRICT 4
317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE STREET

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

Council Agenda Item ZC-068-2026, proposing rezoning **Lots 4, 5, 8, and 9, Block 470, Eastern Division, located at 317 East Eistetter Street and 316 and 318 East Bustamante Street**, from **B-1 (Limited Business District)** to **B-3 (Community Business District)**

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1. Level of Alignment

☐ Strong
☐ Moderate
☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

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

Goal 1.3

"Ensure the Future Land Use Map and zoning ordinance are aligned and consistently applied."
Page 60
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The Future Land Use Map designates the subject property as **High Density Residential**, which the staff report states supports **R-3, R-2, B-1R, B-1, and R-O** zoning districts, but **does not include B-3 zoning districts.** The proposed rezoning is therefore inconsistent with the adopted Future Land Use Map.

Policy 6.1.1

"Encourage development that is compatible with surrounding land uses and contributes to a cohesive urban form."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed B-3 zoning district would introduce higher-intensity commercial uses into an area that is predominantly residential. The staff report concludes that the proposal **"may introduce uses that are not compatible with the established residential character"** and that it **"may be anticipated to have a negative impact with the surrounding area or neighborhoods."**

Policy 3.2.1

"Direct higher-intensity commercial uses to major corridors and arterial roadways where infrastructure can adequately support such development."
Page 93
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed B-3 zoning does not satisfy this policy because **East Eistetter Street and East Bustamante Street are identified as local streets**, not minor or principal arterial roadways. The staff report specifically states that the proposal **"does not meet the Laredo Land Development Code location requirement"** for B-3 zoning, which is intended to be located along arterial streets.

Policy 4.1.2

"Encourage additions to existing neighborhoods that diversify housing options while preserving neighborhood character."
Page 282
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Although this policy primarily addresses residential development, it emphasizes preserving neighborhood character. The staff report finds that the proposed B-3 zoning could generate increased traffic, noise, and lighting that would adversely affect adjacent residential properties and diminish neighborhood character.

---

3. Summary of Alignment

The proposed rezoning from **B-1 (Limited Business District)** to **B-3 (Community Business District)** demonstrates **Weak/None** alignment with the *Viva Laredo Comprehensive Plan*. The proposal is inconsistent with the **Future Land Use Map**, which designates the area as **High Density Residential** and does not identify B-3 as an appropriate implementing zoning district. Consequently, the request conflicts with **Goal 1.3**, which calls for consistency between adopted land use policy and zoning decisions.

The proposal also conflicts with **Policy 3.2.1**, as the site fronts **East Eistetter Street and East Bustamante Street**, both of which are classified as **local streets** rather than minor or principal arterials. Additionally, the staff report concludes that the proposed B-3 zoning would introduce higher-intensity commercial uses incompatible with the surrounding residential neighborhood, potentially increasing traffic, noise, and lighting while creating an isolated zoning district. These

findings are inconsistent with **Policy 6.1.1**, which promotes compatible development and cohesive urban form.

The proposal intersects with broader planning themes related to **land use compatibility**, **neighborhood preservation**, **mobility**, **traffic management**, and **orderly commercial development**. Based on the adopted Comprehensive Plan and the findings contained in the staff report, the proposal does not support the City's long-range planning objectives.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 4, 5, 8, AND 9, BLOCK 470, EASTERN DIVISION, LOCATED AT 317 EAST EISTETTER STREET AND 316 AND 318 EAST BUSTAMANTE 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 4, 5, 8, and 9, Block 470, Eastern Division, located at 317 East Eistetter Street and 316 and 318 East Bustamante 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 August 6, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** 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 17, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lots 4, 5, 8, and 9, Block 470, Eastern Division, located at 317 East Eistetter Street and 316 and 318 East Bustamante 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 _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/17/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 9.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 7 and 8, Block 305, Eastern Division, located at 818 and 820 Clark Boulevard.

The Planning and Zoning Commission recommended approval of the proposed Special Use Permit, with an amendment to Condition No. 4 modifying the hours of operation. Under the amended condition, the restaurant will be permitted to operate from 11:00 a.m. to 1:00 a.m. on Thursday, Friday, and Saturday, and from 11:00 a.m. to 12:00 a.m. on Sunday through Wednesday.

Staff supports the application.

ZC-065-2026
District IV

Council District: District 4 **Zone Case:** ZC-065-2026

Letters sent to property owners: 31

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

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

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the special use permit, with an amendment to Condition No. 4 modifying the hours of operation.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 08/17/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Jose Leandro Garza, Owner; Miguel A. Morales, Jarochos Taqueria Ldo, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 7 and 8, Block 305, Eastern Division, located at 818 and 820 Clark Boulevard.

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Staff **supports** the application.

ZC-065-2026
District IV

PREVIOUS COUNCIL ACTION
On November 4, 2002, the City Council approved a Conditional Use Permit (CUP) for the operation of an outdoor children's amusement service business on the property.

On July 5, 2005, the City Council approved an amendment to the Conditional Use Permit, modifying the approved hours of operation for the outdoor children's amusement service business.

BACKGROUND

Council District: IV – Cm. Ricardo "Rick" Garza

Proposed Use: The proposed use is a special use permit for a Restaurant Serving Alcohol.

Current Zoning: The current zoning at this location is B-1 (Limited Business District) zoning district.

Site: The site is currently occupied by Jarochos Taqueria Ldo Restaurant.

Surrounding Land Uses: To the north of the site is residential uses and O'Kane Street. To the east of the site is Tilden Avenue and residential uses. To the south of the site is Clark Boulevard, residential uses, and Variety Meat Market, To the west of the site is residential uses and Logan Avenue.

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 Clark Boulevard as a Modified Principal Arterial and Tilden 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: 31

Inside 200 feet:
In Favor: 0 **Opposed:** 2

Outside 200 feet:
In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the special use permit, with an amendment to Condition No. 4 modifying the hours of operation.

STAFF RECOMMENDATION
A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-1 (Limited Business District) zoning district.

Staff supports the proposed special use permit at this location for the following reasons:

1. The proposed restaurant provides a neighborhood-serving dining option that is accessible to nearby residential areas, supporting walkability and convenient access to local services.

2. The property is located along Clark Boulevard, which is designated as a Modified Major Arterial. The site's frontage along this arterial provides adequate accessibility and supports the proposed restaurant while remaining compatible with the surrounding commercial corridor.

3. The proposed use supports commercial development goals by expanding dining options and encouraging investment within established areas.

4. The proposed use is compatible with the surrounding area, as the vicinity contains similar commercial uses, including restaurants.

General Staff Note:

1. The approval of the special use permit does not guarantee the issuance of a building permit and requires full compliance with all applicable permanent codes and regulations.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Miguel A. Morales, Jarochos Taqueria Ldo, and may only be transferred upon application to and with the express permission of the City Council.

2. The Special Use Permit is restricted to 1,064 square feet, as per Exhibit A, which is made part hereof for all purposes.

3. The sale, service, and consumption of alcoholic beverages shall be limited to the interior of the restaurant building, which contains approximately 1,064 square feet (38 feet by 28 feet). Alcoholic beverages shall not be served, consumed, or permitted within any outdoor patio, outdoor seating area, or

any other exterior portion of the premises.

4. The hours of operation shall be limited to, Sunday through Saturday 11:00 a.m. to 12:00 a.m.

5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

6. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

7. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

8. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

9. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.

10. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

11. Outdoor music and speakers are prohibited. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.

12. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.

13. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

14. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

15. The restaurant shall undergo an annual Fire Inspection.

16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

18. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).

19. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

20. A business entity, which has been granted an SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of

the business and shall require Council approval of the transfer of the existing SUP.

21. Failure to comply (#20 condition) above, shall render the existing SUP null, void and of no force or effect.

22. The use authorized by the special use permit is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
There are residential uses in the surrounding area, and the property is also located near existing commercial development. Properties to the southwest include established commercial uses such as Taqueria Martinez Restaurant and Variety Meat Market.

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 neighborhoods?
No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the underlying zone requires the SUP overlay to allow for a restaurant serving alcohol as intended by the applicant.

Attachments:

Maps

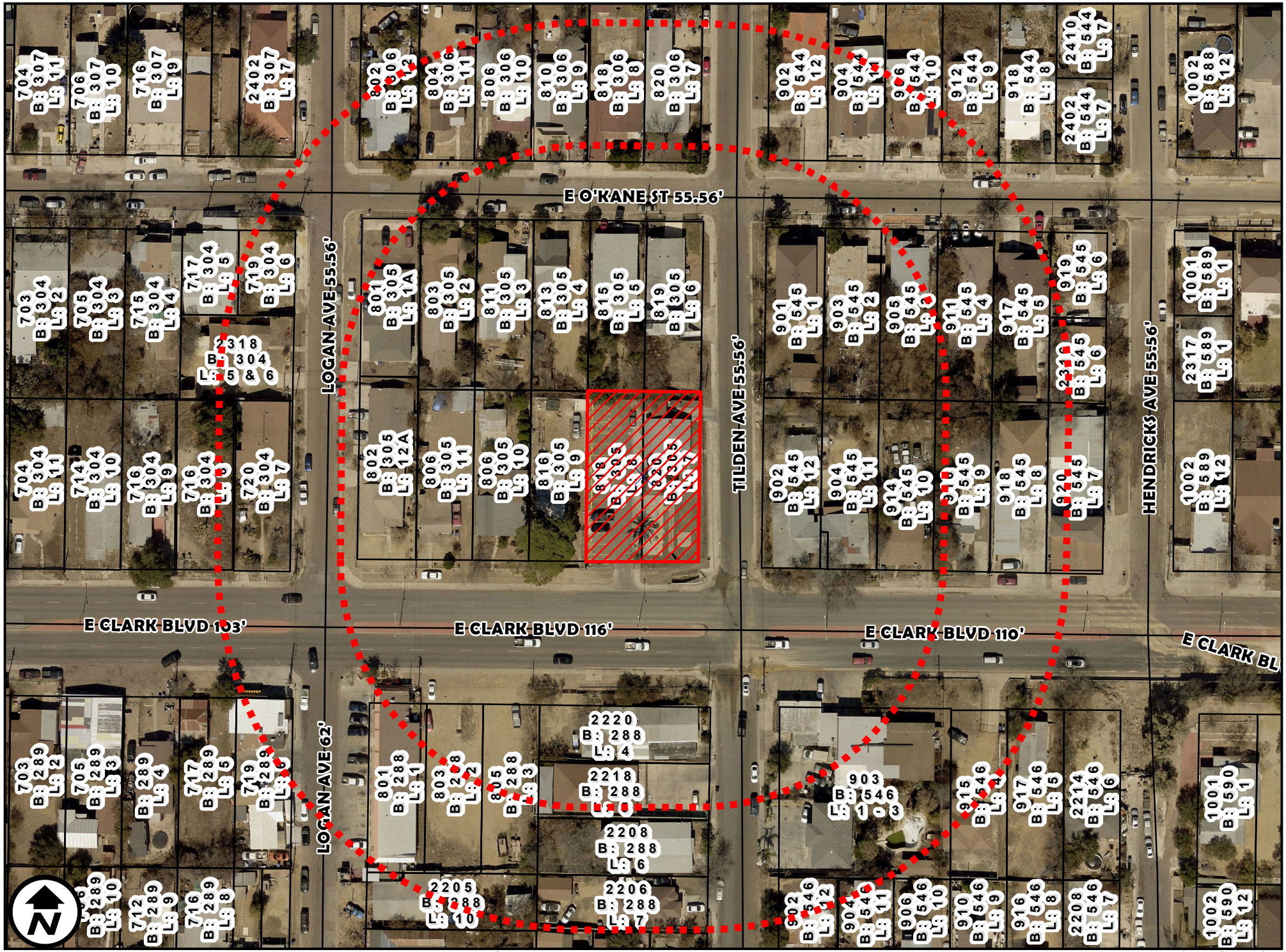
Narrative

Site Plan

Zone Change Signage

Comp Plan Alignment

Draft Ordinance

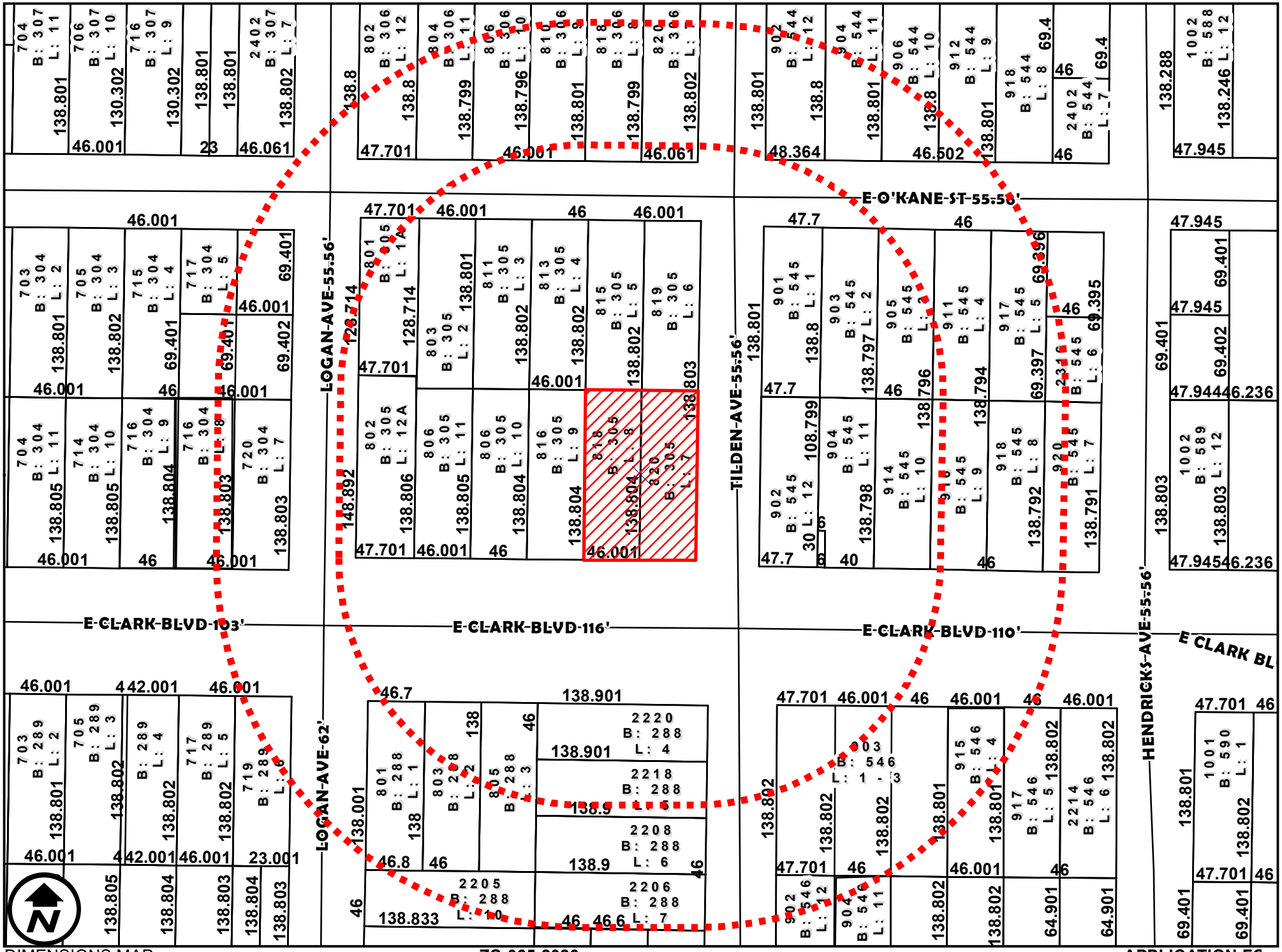


AERIAL MAP

1 inch = 100 feet

ZC-065-2026
COUNCIL DISTRICT 4
818 AND 820 CLARK BOULEVARD

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL



DIMENSIONS MAP

1 inch = 100 feet

ZC-065-2026

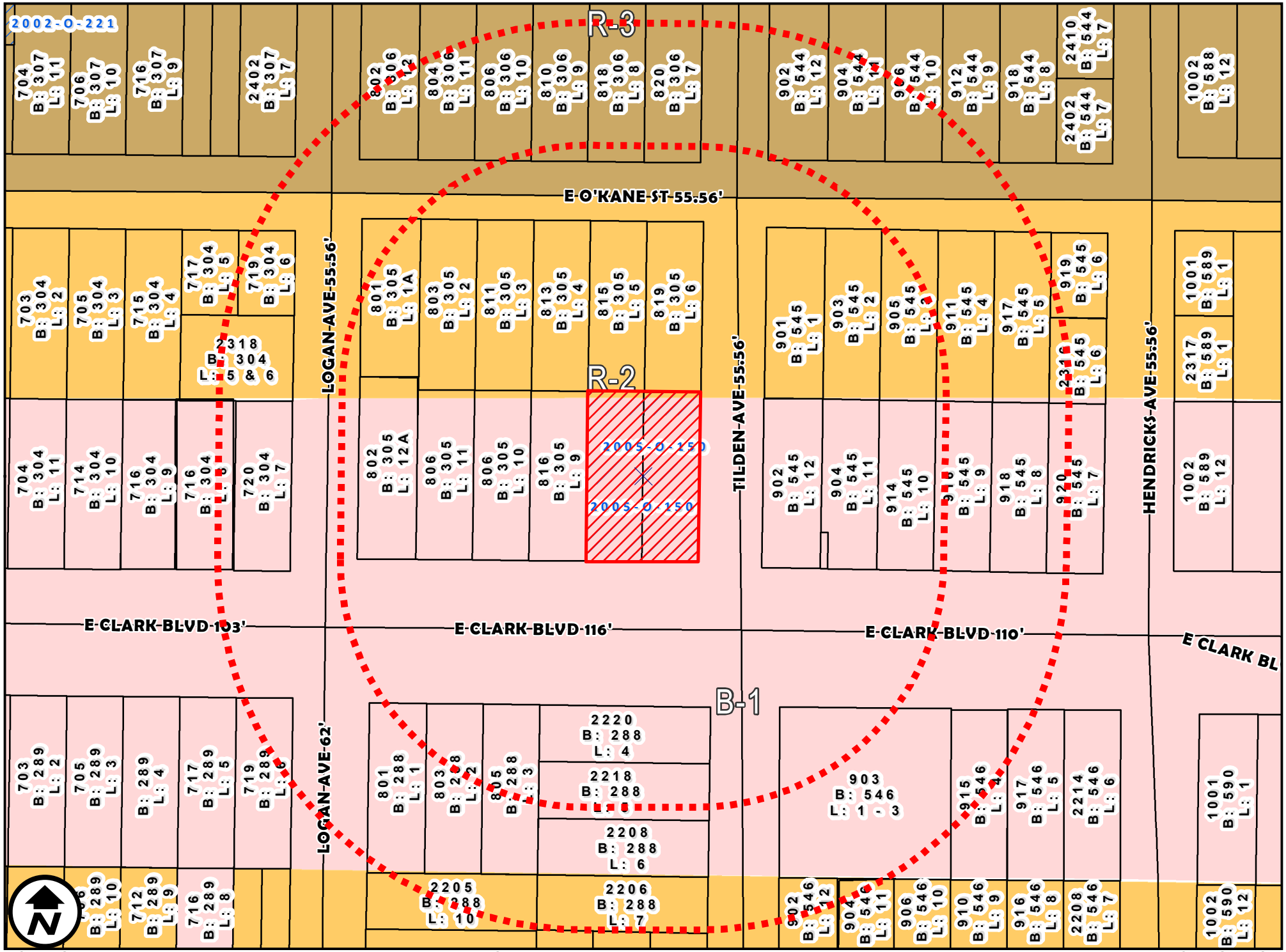
COUNCIL DISTRICT 4

818 AND 820 CLARK BOULEVARD

APPLICATION FC

B-1 (LIMITED BUSINESS DISTRICT) T

S.U.P. FOR RESTAURANT SERVING ALCOHOL

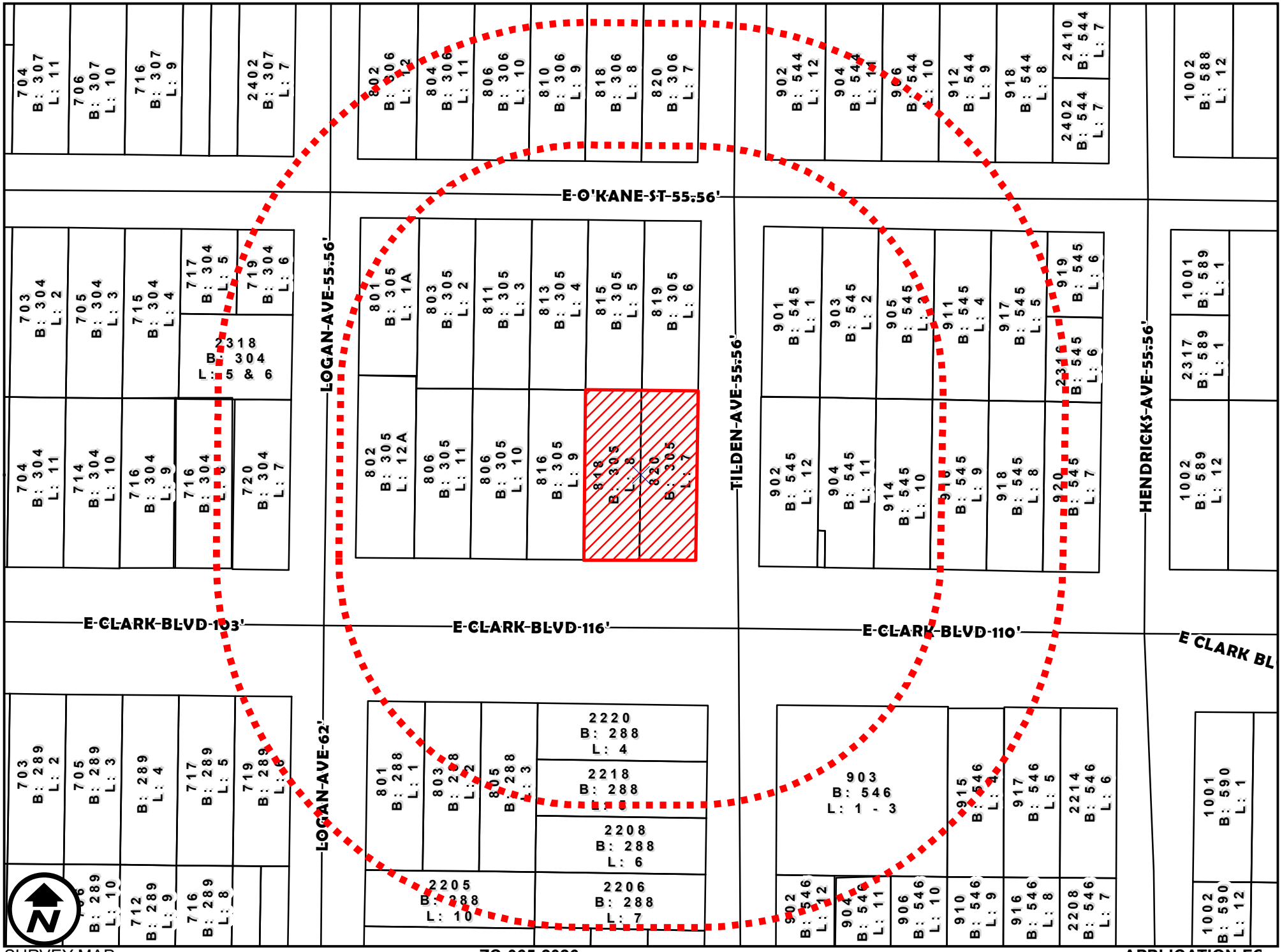


ZONING MAP

1 inch = 100 feet

ZC-065-2026
COUNCIL DISTRICT 4
818 AND 820 CLARK BOULEVARD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

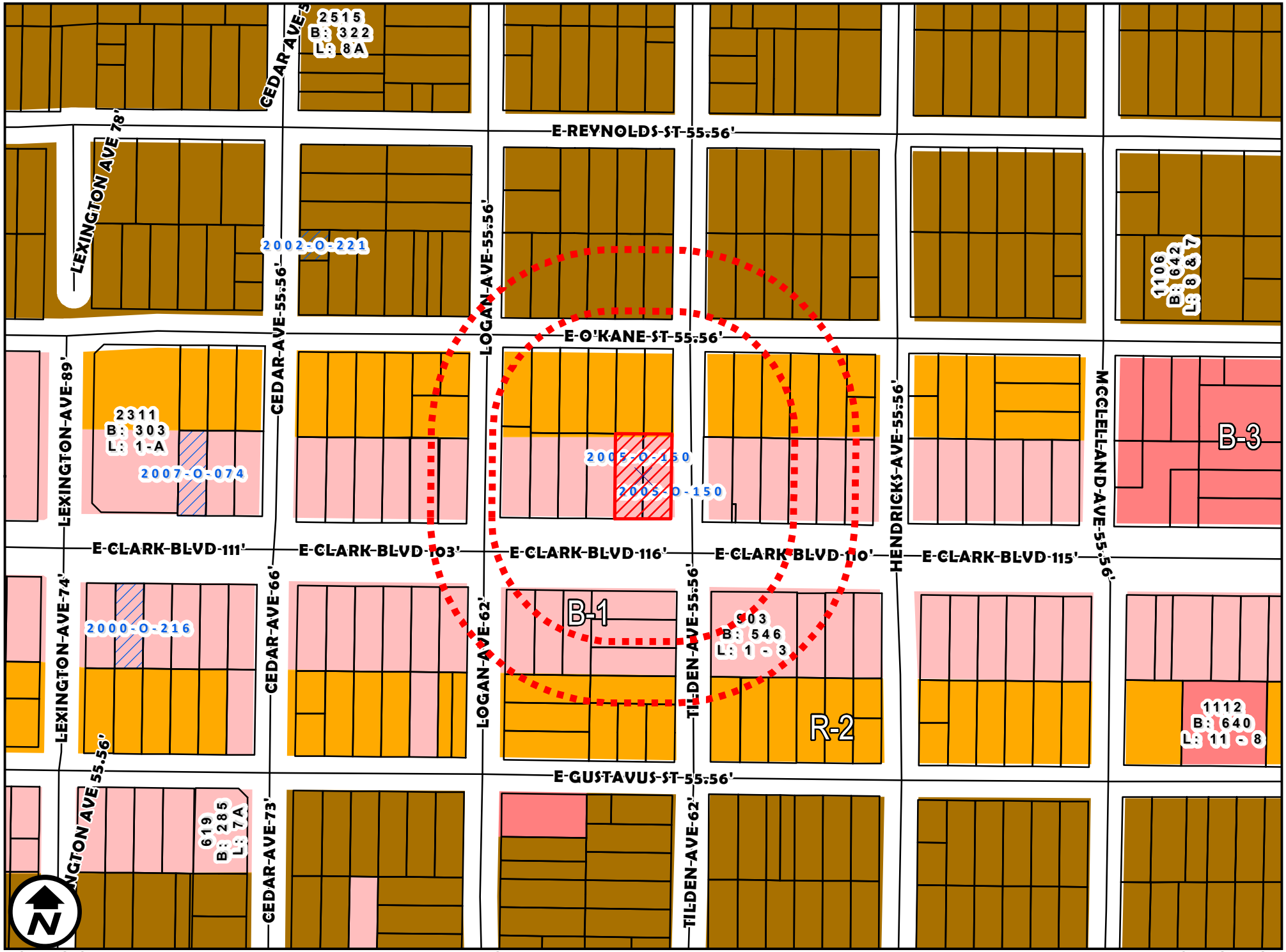


SURVEY MAP

1 inch = 100 feet

ZC-065-2026
COUNCIL DISTRICT 4
818 AND 820 CLARK BOULEVARD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

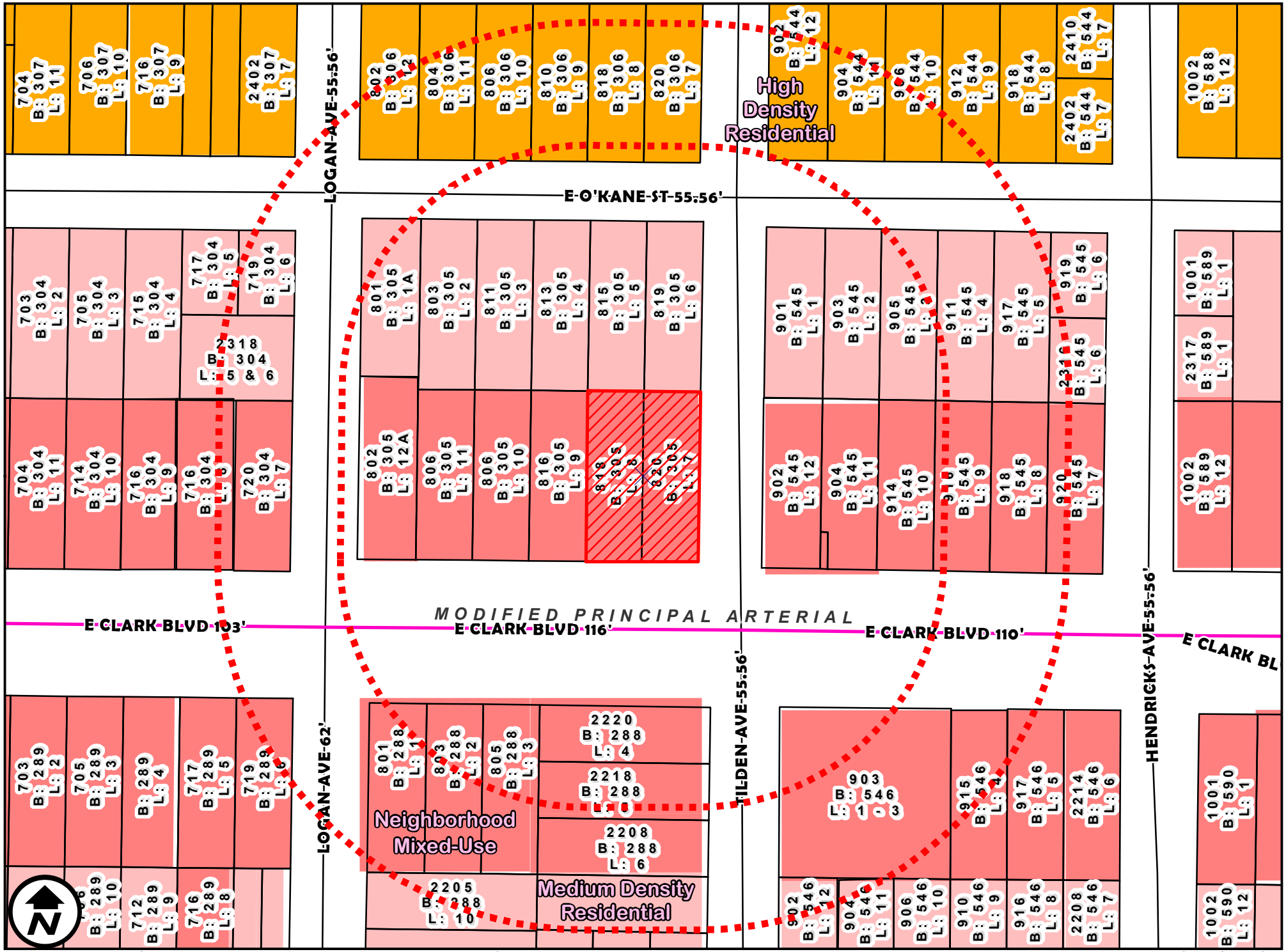


ZONING OVERVIEW

1 inch = 200 feet

ZC-065-2026
COUNCIL DISTRICT 4
818 AND 820 CLARK BOULEVARD

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) T
S.U.P. FOR RESTAURANT SERVING ALCOHOL

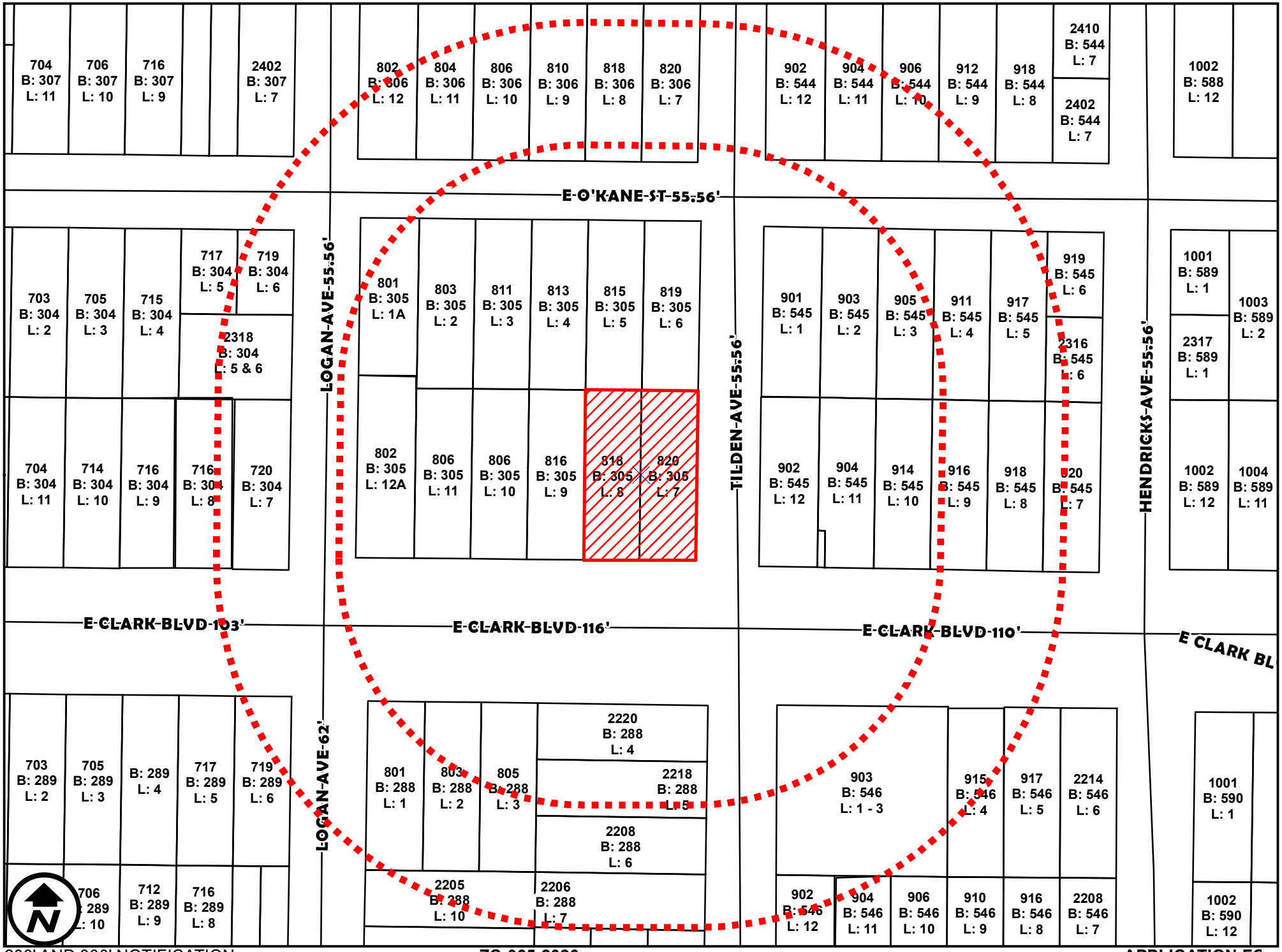


FUTURE LANDUSE

1 inch = 100 feet

ZC-065-2026
COUNCIL DISTRICT 4
818 AND 820 CLARK BOULEVARD

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) T
S.U.P. FOR RESTAURANT SERVING ALCOHOL



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-065-2026
COUNCIL DISTRICT 4
818 AND 820 CLARK BOULEVARD

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

SPECIAL USE PERMIT

Miguel A Morales / Jarochos Taqueria Ldo Llc / Tenant

Jose Leandro Garza & WF Susana Garza / Landlord

I Miguel A Morales owner of Los Jarochos Taqueria Ldo Llc am writing to formally request a **Special Use Permit** , located at 820 Clark Blvd Laredo, Tx. to serve **Beer and Wine** in conjunction with our existing restaurant operations.

Jarochos Taqueria Ldo has been serving the local community since September 2025, offering a variety of **authentic Mexican dishes** that celebrate our culinary traditions. Open 7 Days a week with hours of operation 11am to 12 midnight with 7 employees. We have consistently maintained high standards of food safety, customer service, and community responsibility.

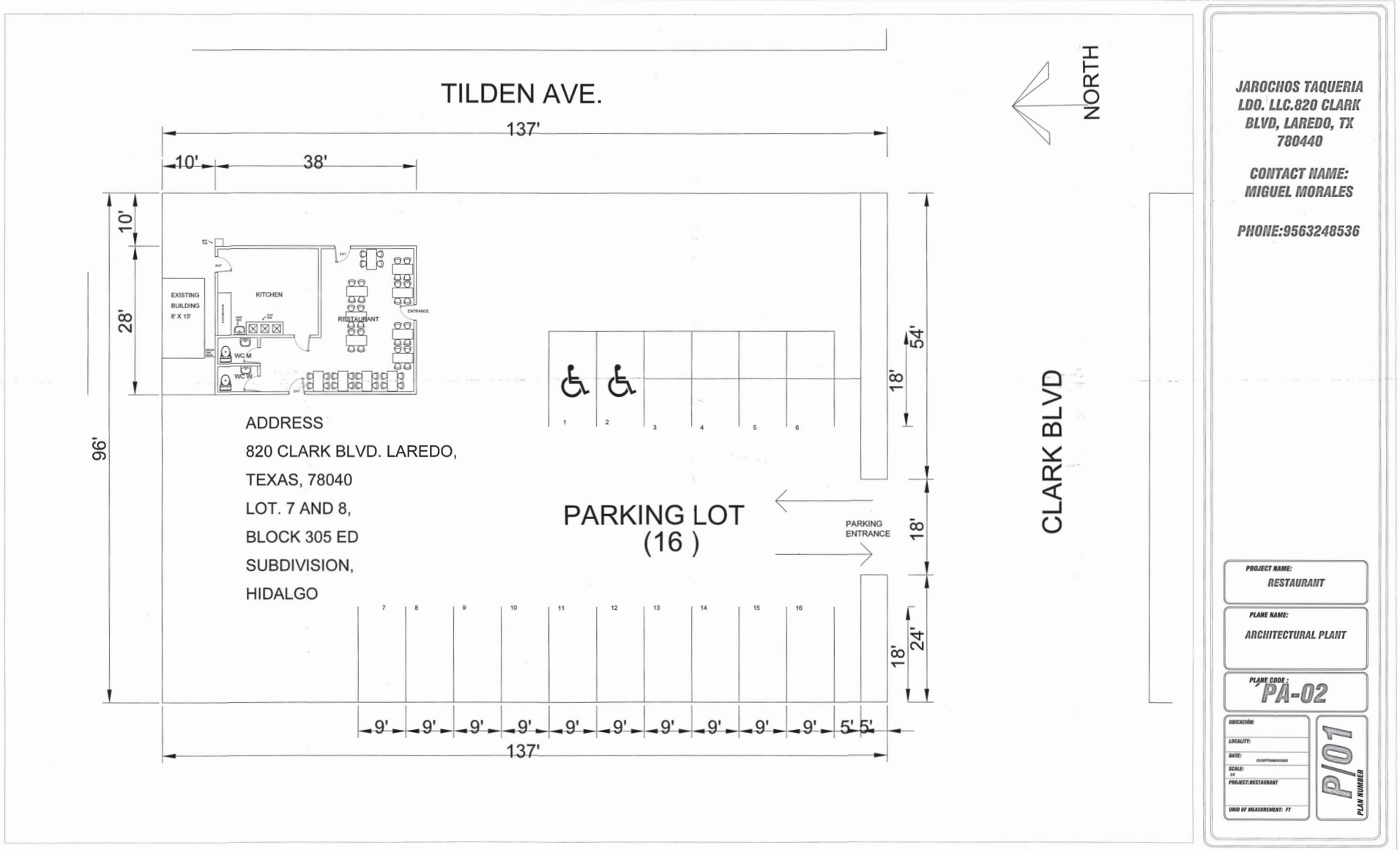
The addition of beer and wine service will **enhance the dining experience**, complementing our specialty dishes, and provide a welcoming environment for our patrons. We are committed to adhering to all local regulations regarding alcohol service, including age verification and responsible consumption practices.

We kindly request your review and approval of this Special Use Permit, and look forward to continuing to serve our community and enhancing our guests dining experience with your support.

Sincerely,

Miguel A Morales/ Jarochos Taqueria Ldo Llc / Owner/ Representative

EXHIBIT A


TILDEN AVE.
137'
10'
38'
NORTH
10'
28'
96'
EXISTING BUILDING 8' X 15'
KITCHEN
RESTAURANT
ENTRANCE
WC M
WC W
ADDRESS
820 CLARK BLVD. LAREDO,
TEXAS, 78040
LOT. 7 AND 8,
BLOCK 305 ED
SUBDIVISION,
HIDALGO
PARKING LOT
(16)
PARKING ENTRANCE
CLARK BLVD
18'
54'
18'
18'
24'
9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 5' 5'
137'
JAROCHOS TAQUERIA
LDO. LLC.820 CLARK
BLVD, LAREDO, TX
780440
CONTACT NAME:
MIGUEL MORALES
PHONE:9563248536
PROJECT NAME:
RESTAURANT
PLANE NAME:
ARCHITECTURAL PLANT
PLANE CODE:
PA-02
UBICACIÓN:
LOCALITY:
DATE:
SCALE:
PROJECT:RESTAURANT
UNID OF MEASUREMENT: FT
P/01
PLAN NUMBER


820
CLARK BLVD
ZC-065-2026
ATTENTION
CITY OF LAREDO
PLANNING & ZONING
PROPOSED
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

City Council Agenda Item ZC-065-2026, authorizing the issuance of a **Special Use Permit (SUP) for a Restaurant Serving Alcohol** on Lots 7 and 8, Block 305, Eastern Division, located at **818 and 820 Clark Boulevard**.

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1. Level of Alignment

☐ Strong
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy from the *Viva Laredo Comprehensive Plan*.
☐ Weak/None

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

Goal 8.1

"Promote a diverse mix of retail, entertainment, and dining options that serve residents and attract visitors."
Page 347
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed Special Use Permit allows an existing restaurant to serve alcoholic beverages, expanding the dining experience while maintaining the property's primary restaurant use. This supports the Plan's objective of providing a diverse mix of dining opportunities within established commercial areas. The staff report further notes that **"The proposed use supports commercial development goals by expanding dining options and encouraging investment within established areas."**

Policy 6.1.1

"Encourage development that is compatible with surrounding land uses and contributes to a cohesive urban form."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The property is zoned **B-1 (Limited Business District)** within an area designated **Neighborhood Mixed-Use** and is surrounded by a mixture of residential and neighborhood commercial uses. The staff report concludes that the proposed restaurant is compatible with the surrounding area

because similar commercial uses already exist nearby and **"is not anticipated to have a negative impact in the surrounding area or neighborhood."**

Policy 3.2.1

"Direct higher-intensity commercial uses to major corridors and arterial roadways where infrastructure can adequately support such development."
Page 93
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property fronts **Clark Boulevard**, which the Long Range Thoroughfare Plan identifies as a **Modified Principal Arterial**. This location provides appropriate access for neighborhood-serving commercial uses and supports commercial activity along a major transportation corridor.

Goal 1.1

"Encourage the efficient use of land and resources in Laredo through appropriate infill, redevelopment, and coordinated growth patterns."
Page 45
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposal utilizes an existing restaurant within a developed commercial corridor without requiring rezoning or significant site expansion. The Special Use Permit functions as an overlay on the existing B-1 zoning, allowing continued investment in an established commercial property.

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3. Summary of Alignment

The proposed Special Use Permit demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. The request supports **Goal 8.1** by expanding dining opportunities within an existing restaurant and encouraging continued commercial investment in an established neighborhood commercial corridor. The proposal also advances **Goal 1.1** through the continued use of an existing commercial property without altering the underlying zoning or requiring additional land consumption.

The request is generally consistent with **Policy 6.1.1**, as the property is located within a **Neighborhood Mixed-Use** area and surrounded by a mix of compatible commercial and

residential uses. Additionally, its location along **Clark Boulevard**, a designated Modified Principal Arterial, supports **Policy 3.2.1**, which encourages commercial activity along major transportation corridors.

While the proposal supports several broader commercial development objectives, the Comprehensive Plan does not specifically address restaurants serving alcohol within B-1 zoning districts. The Special Use Permit is accompanied by operational conditions—including restrictions on indoor alcohol service, hours of operation, fencing, landscaping, lighting, noise, and compliance with TABC regulations—to maintain compatibility with adjacent residential properties. These conditions support, but do not directly fulfill, the Comprehensive Plan's stated policies.

The proposal intersects with broader planning themes including **economic development**, **commercial reinvestment**, **walkability**, **mobility**, **neighborhood-serving commercial services**, and **land use compatibility**.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOTS 7 AND 8, BLOCK 305, EASTERN DIVISION, LOCATED AT 818 AND 820 CLARK BOULEVARD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit for a restaurant serving alcohol on Lots 7 and 8, Block 305, Eastern Division, located at 818 and 820 Clark Boulevard; 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 16, 2026; and,

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

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

WHEREAS, the City Council has held a public hearing on August 17, 2026, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 7 and 8, Block 305, Eastern Division, located at 818 and 820 Clark Boulevard.

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 Miguel A. Morales, Jarochos Taqueria Ldo, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 1,064 square feet, as per Exhibit A, which is made part hereof for all purposes.
3. The sale, service, and consumption of alcoholic beverages shall be limited to the interior of the restaurant building, which contains approximately 1,064 square feet (38 feet by 28 feet). Alcoholic beverages shall not be served, consumed, or permitted within any outdoor patio, outdoor seating area, or any other exterior portion of the premises.
4. The hours of operation shall be limited to, Sunday through Saturday 11:00 a.m. to 12:00 a.m.
5. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
6. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
7. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
8. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
9. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
10. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
11. Outdoor music and speakers are prohibited. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
12. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
13. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
15. The restaurant shall undergo an annual Fire Inspection.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler's Permit (annual), c.

Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
18. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).
19. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
20. A business entity, which has been granted an SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
21. Failure to comply (#20 condition) above, shall render the existing SUP null, void and of no force or effect.
22. The use authorized by the special use permit is required to abide by all relevant municipal codes.

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

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

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

Planning & Zoning Commission

Meeting Date: 8/17/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 10.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a bar with outdoor on-premise alcohol consumption on Block 854-A (Suite 19, 912 square feet) and Lots 1, 2, 7, and 8, Block 757-A, Eastern Division, located at 4501 and 4500 McPherson Road and 1302 East Taylor Street.

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the following modifications to the conditions:
1. Amend Condition No. 5 to replace the seven-foot masonry wall with a seven-foot opaque wall.
2. Eliminate Condition No. 6.

Staff supports the proposed conditional use permit for an indoor bar located within Suite 19 (912 square feet). However, staff does not support the proposed conditional use permit for outdoor on-premise alcohol consumption.

ZC-064-2026
District V

Council District: District 5 **Zone Case:** ZC-064-2026

Letters sent to property owners: 25

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

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

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the proposed conditional use permit with the following modifications to the conditions
1. Amend Condition No. 5 to replace the seven-foot masonry wall with a seven-foot opaque wall.
2. Eliminate Condition No. 6.

STAFF RECOMMENDATION - Supports
Staff supports the proposed conditional use permit for an indoor bar located in Suite 19 (912 square feet). However, staff does not support the proposed conditional use permit for outdoor on-premise alcohol consumption.

ZC-064-2026 – 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 from the *Viva Laredo Comprehensive Plan*.

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

Future Land Use – Neighborhood Mixed-Use

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

Relevance:
The subject property is designated **Neighborhood Mixed-Use** on the Future Land Use Map. The proposed Conditional Use Permit for an **indoor bar** is consistent with the commercial and service-oriented uses envisioned within a mixed-use commercial corridor. However, the proposed **outdoor on-premise alcohol consumption area** introduces operational characteristics that may not be compatible with the adjacent residential uses located to the north, east, and south of the site.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The Comprehensive Plan emphasizes compatibility between adjacent land uses. Staff concluded that the **indoor bar** minimizes impacts by confining alcohol sales and consumption within a wholly enclosed building, while the proposed **outdoor beer garden** has the potential to generate outdoor patron activity, music, and noise that could negatively affect nearby residential

properties. For this reason, staff supports only the indoor component of the request and does not support outdoor on-premise alcohol consumption.

Economic Development and Commercial Activity

"Promote commercial development that strengthens the local economy and expands employment opportunities."
Page 6.4
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed Conditional Use Permit would allow the adaptive use of an existing tenant space within an established commercial plaza, promoting continued commercial investment and economic activity. The request supports reinvestment in an existing commercial center while utilizing existing infrastructure.

Transportation and Land Use Coordination

"Coordinate land use and transportation planning by locating higher intensity uses along arterial and collector streets."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The property fronts **McPherson Road**, which the Long-Range Thoroughfare Plan identifies as a **Principal Arterial**. This location is appropriate for commercial uses that benefit from regional accessibility; however, transportation suitability alone does not resolve compatibility concerns associated with outdoor alcohol consumption adjacent to residential neighborhoods.

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3. Summary of Alignment

Agenda Item **ZC-064-2026** demonstrates **Moderate alignment** with the *Viva Laredo Comprehensive Plan*. The proposal supports the continued commercial use of an existing commercial plaza within a designated **Neighborhood Mixed-Use** area and advances the Plan's objectives related to **commercial reinvestment**, **economic development**, and the concentration of commercial activity along major arterial corridors.

However, the proposal includes an **outdoor on-premise alcohol consumption area** adjacent to residential development. Staff determined that the outdoor component could create compatibility issues due to outdoor patron activity, music, and associated noise, which conflicts with the

Comprehensive Plan's objective of minimizing land use conflicts between commercial and residential uses. Conversely, the proposed **indoor bar** is consistent with the mixed-use commercial character of the area because alcohol sales and consumption would occur within a wholly enclosed building, thereby reducing potential nuisance impacts.

Accordingly, the request **indirectly supports** the goals of the Comprehensive Plan. While the indoor portion of the proposal aligns with commercial development objectives, the outdoor component limits the overall consistency because of its potential impacts on adjacent residential neighborhoods.

The agenda item intersects with broader planning themes including **economic development**, **land use compatibility**, **neighborhood protection**, **public safety**, and **mobility coordination**.

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4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim goals and policies supporting and limiting the proposed Conditional Use Permit were identified and applied.

Conclusion:
The proposed Conditional Use Permit under **Agenda Item ZC-064-2026** demonstrates **Moderate alignment** with the *Viva Laredo Comprehensive Plan*. While the proposed **indoor bar** supports the Plan's commercial development objectives, the proposed **outdoor on-premise alcohol consumption area** raises compatibility concerns with adjacent residential uses, consistent with the staff recommendation to support only the indoor portion of the request.

City Council-Regular Meeting

Date: 08/17/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Lydia Benavides, Owner; Ricardo Benavides, Jr., Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a bar with outdoor on-premise alcohol consumption on Block 854-A (Suite 19, 912 square feet) and Lots 1, 2, 7, and 8, Block 757-A, Eastern Division, located at 4501 and 4500 McPherson Road and 1302 East Taylor Street.

The Planning and Zoning Commission recommended approval of the proposed conditional use permit with the following modifications to the conditions:

1. Amend Condition No. 5 to replace the **seven-foot masonry wall** with a **seven-foot opaque wall**.
2. Eliminate Condition No. 6.

Staff supports the proposed conditional use permit for an indoor bar located within Suite 19 (912 square feet). However, staff does not support the proposed conditional use permit for outdoor on-premise alcohol consumption.

ZC-064-2026
District V

PREVIOUS COUNCIL ACTION
On November 6, 1995, the City Council made a motion to approve a special use permit authorizing a mobile home park.

BACKGROUND

Council District: V - Cm. Ruben Gutierrez, Jr.

Proposed use: The proposed use is for a bar with outdoor on-premise alcohol consumption.

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.

Site: The site is currently occupied by a commercial plaza that includes: Antojitos Enchilados, Titan Insurance, Organic Man Coffee (Trike), Star Family Haircut, Westgate Plaza Office, Pretty Sweet, Hair Company, Hello Kitty Laredo, Indoor Garden, Supreme Nutrition, and Cakes by Anita and vacant land.

Surrounding land uses: To the north of the site is a creek, residential uses (duplexes), and Teakwood Lane. To the east of the site is Taylor Street and primarily residential uses (apartment complex and single-family uses). To the south of the site is Taylor Street, North Stone Avenue, residential uses (apartment complex and single-family residential uses), and a vacant commercial plaza and Watermill Express. To the west of the site is McPherson Road, Taylor Street, and a commercial plaza (Cotulla Plaza) that includes: Super Bonus, FITness, Paradise Salad, Dona Salsa, and Bouncy 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 McPherson Road as a Principal Arterial and identifies East Taylor Street as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25

Inside 200 feet:
In Favor: 0 **Opposed:** 0

Outside 200 feet:
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 with the following conditions:
1. Amend Condition #5 to replace with seven-foot opaque wall instead of seven-foot masonry wall.
2. Eliminate Condition #6.

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. The property is zoned a B-3 (Community Business District) zoning district.

Staff supports the proposed conditional use permit for an indoor bar located in Suite 19 (912 square feet) for the following reasons:

1. The proposed indoor bar confines the sale and consumption of alcoholic beverages within a wholly enclosed building, thereby minimizing the potential for outdoor noise and other nuisance impacts on surrounding properties.

2. Limiting the proposed use to the interior of the building minimizes potential impacts to the surrounding residential uses.

However, staff does not support the proposed conditional use permit for outdoor on-premise alcohol consumption for the following reasons:

1. The proposed outdoor on-premise alcohol consumption area is not compatible with the surrounding residential uses located to the north, east, and south of the site due to the outdoor operational characteristics of the proposed beer garden, specifically the outdoor music.

2. The proposed outdoor beer garden has the potential to create nuisance impacts on the surrounding residential properties due to the outdoor patron activity, outdoor music, and other associated noise.

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

If approved, Staff suggests the following conditions:

1. The Conditional Use Permit is issued to Benny's Beer Garden, and may only be transferred upon application to and with the express permission of the City Council.

2. The conditional use permit of a bar shall only be located within Suite 19 (912 square feet) and the outdoor on-premise alcohol consumption shall be located within the area identified on the site plan (Exhibit A) measuring approximately 130 feet x 110 feet x 130 feet x 130 feet. Any expansion, relocation, or modification of the bar area, outdoor beer garden, outdoor alcohol consumption area, or site layout shown on Exhibit A shall require review and approval through an amended conditional use permit (CUP).

3. The hours and days of operation shall be from Thursday and Friday from 6:00 p.m. to 12:00 a.m. (midnight), Saturday from 12:00 p.m. (noon) to 12:00 a.m. (midnight), and Sunday from 12:00 p.m. (noon) to 10:00 p.m.

4. The sale of alcoholic beverages shall be limited to the indoor bar located within Suite 19 (912 square feet). No outdoor alcohol sales, service stations, temporary bars, or alcohol sales from food trucks or any other vendor shall be permitted.

5. Outdoor activities within the beer garden shall be limited to the consumption of alcoholic beverages purchased from the indoor bar and the purchase and consumption of food. Outdoor alcohol consumption shall be limited to the beer garden area measuring approximately 130 feet x 110 feet x 130 feet x 130 feet, as shown on the site plan (Exhibit A).

6. The outdoor beer garden shall be enclosed by a minimum seven-foot masonry wall, measuring approximately 130 feet x 110 feet x 130 feet x 130 feet, as shown on the site plan (Exhibit A).

7. No live outdoor entertainment, outdoor televisions, or outdoor music/speakers shall be permitted.

8. There shall not be any amplified music, use of any amplified sound system, excessively loud generators, and/or any moving or flashing lights. The applicant must comply with all city noise ordinances and all nuisance provisions of the City of Laredo Code of Ordinances.

9. The sale and consumption of alcoholic beverages shall comply with all applicable regulations of the Texas Alcoholic Beverage Commission (TABC) and all other applicable federal, state, and local regulations.

10. The holder of the CUP shall maintain all licenses and permits required by TABC. Failure to maintain such licenses and permits may constitute grounds for review or revocation of the CUP.

11. Alcoholic beverage sold for on-site consumption shall remain within the approved premises and shall not be removed from the property in an open container.

12. Appropriate signage shall be posted at all exits advising customers that open containers of alcoholic beverages may not be removed from the premises and that the sale and consumption of alcoholic beverages must comply with applicable state law and TABC regulations.

13. The outdoor beer garden shall not be rented, leased, or utilized as an outdoor event venue for concerts, festivals, or other special events unless separately approved by the City of Laredo.

14. The applicant shall provide sufficient on-site supervision during all hours of outdoor alcohol consumption to ensure compliance with the conditions of this CUP.

15. Patrons are prohibited from bringing in their own alcoholic beverages.

16. Air inflatables, balloons, flags, and banners used for advertising shall be prohibited.

17. Restroom facilities shall comply with all applicable municipal codes. Porta potties shall be prohibited.

18. Lighting of the property shall be screened to avoid adverse impact on adjacent residential neighborhoods. The property owner and/or operator shall maintain adequate, downward-directed lighting to minimize impacts to adjacent properties and shall not be aimed towards any residents.

19. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.

20. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

21. Signage shall be consistent with the City's Sign Ordinance.

22. On-site parking shall be provided in accordance with the City of Laredo Land Development Code. All areas used for parking shall be paved and must comply with all applicable municipal codes.

23. 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.

24. 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.

25. The indoor bar located in Suite 19 (912 square feet) shall undergo an annual Fire Inspection.

26. 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.

27. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
Yes. The surrounding land uses are offices, bakeries, hair salons, retail shops, and primarily residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed site abuts B-4 zoning to the west.

Will change adversely influence living conditions in the neighborhood?
Yes. It is anticipated to have a negative impact in the surrounding neighborhood since the proposed use

of a bar may create a noise nuisance to the existing residential neighborhood.

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 with outdoor on-premise alcohol consumption as intended by the applicant.

Attachments:

Comp Plan Alignment

Maps

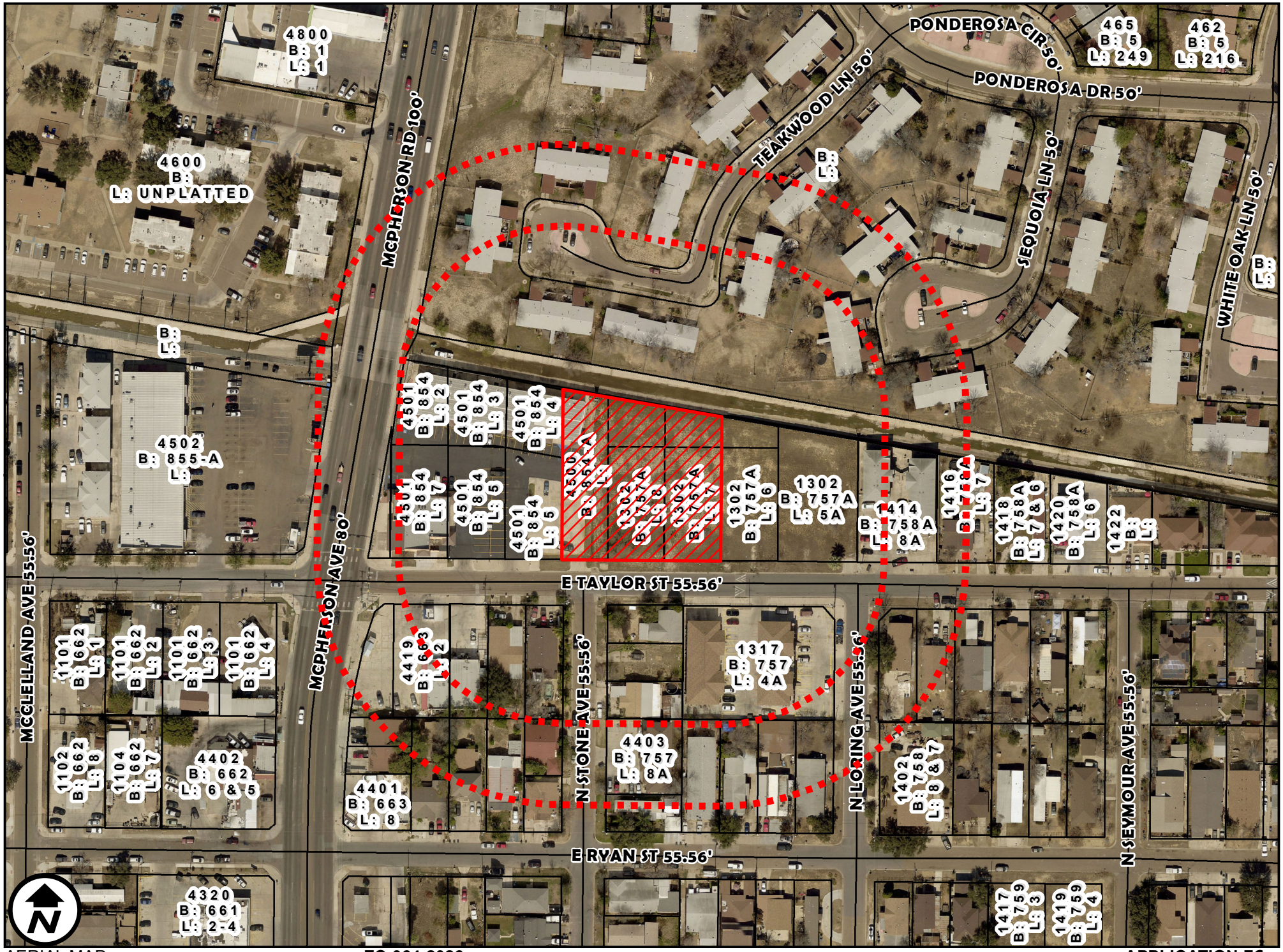
Narrative

Site Plan

Tenant List

Zone Change Signage

Draft Ordinance



AERIAL MAP

1 inch = 150 feet

ZC-064-2026

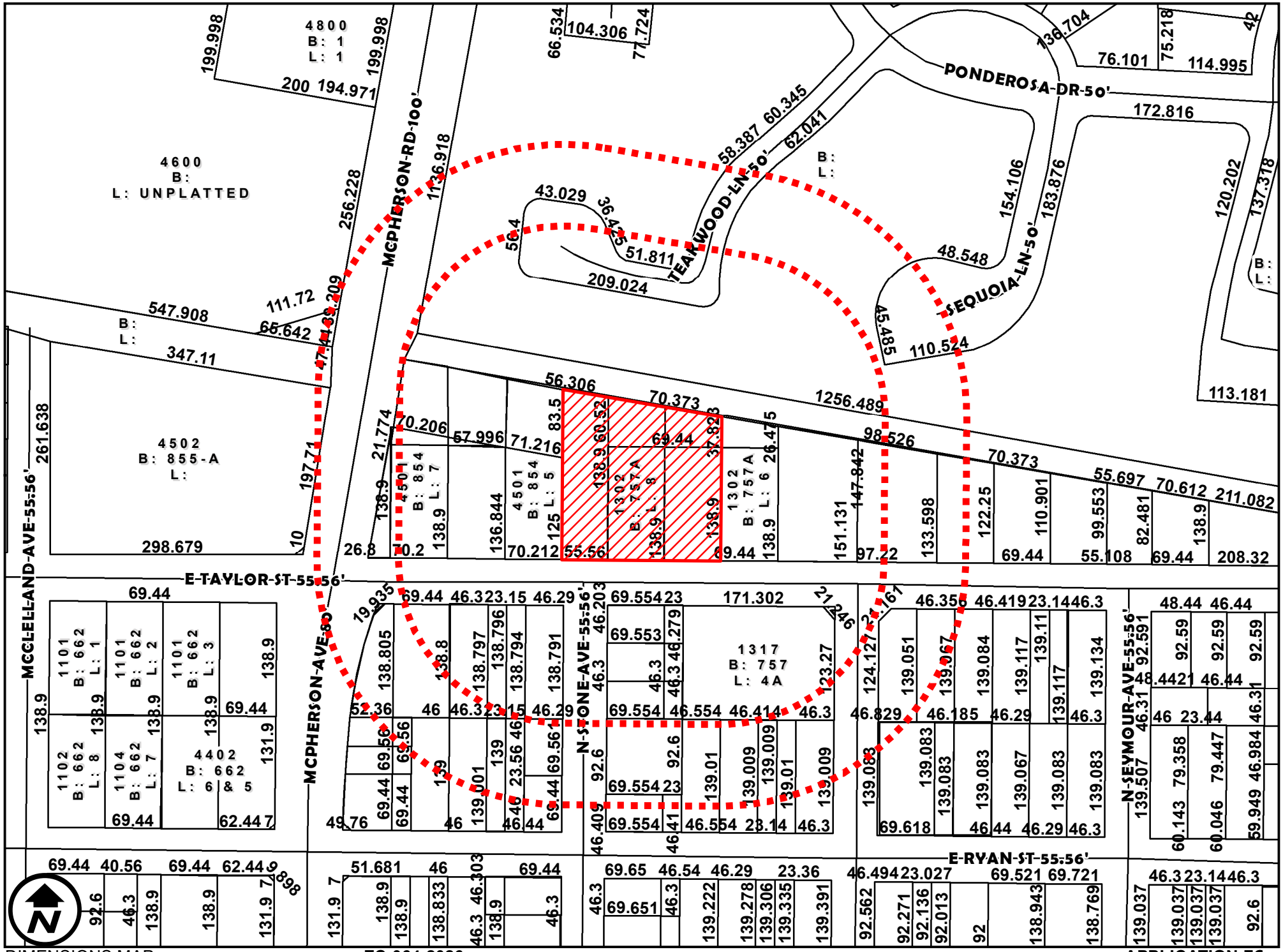
COUNCIL DISTRICT 5

4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET

APPLICATION FO

B-3 (COMMUNITY BUSINESS DISTRICT) T

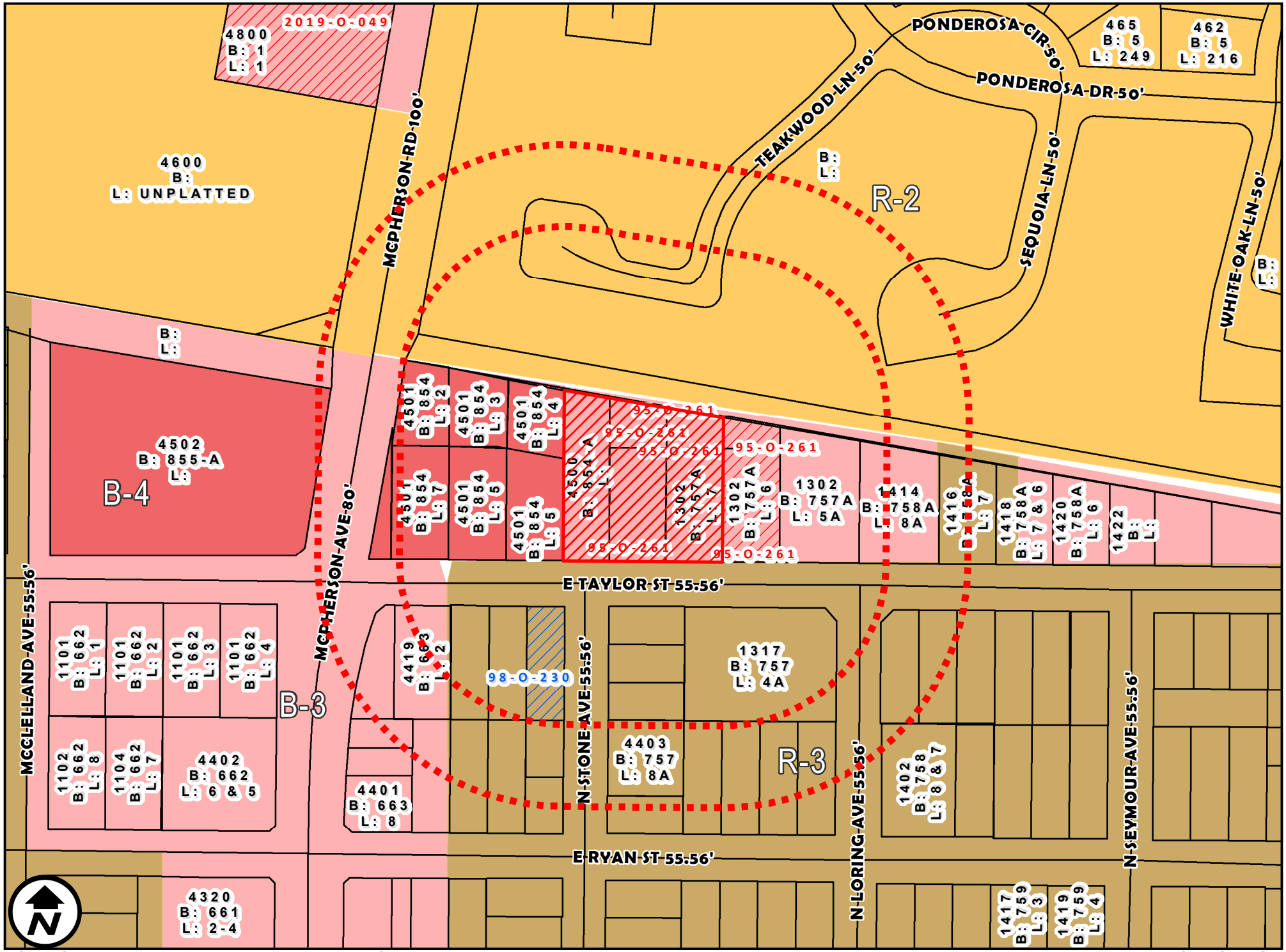
C.U.P. FOR BAR WITH OUTDOOR ON- PREMISE ALCOHOL CONSUMPTION



DIMENSIONS MAP ZC-064-2026 APPLICATION FC 70

COUNCIL DISTRICT 5 B-3 (COMMUNITY BUSINESS DISTRICT) T

1 inch = 150 feet 4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET C.U.P. FOR BAR WITH OUTDOOR ON- PREMISE ALCOHOL CONSUMPTION



ZONING MAP

1 inch = 150 feet

ZC-064-2026

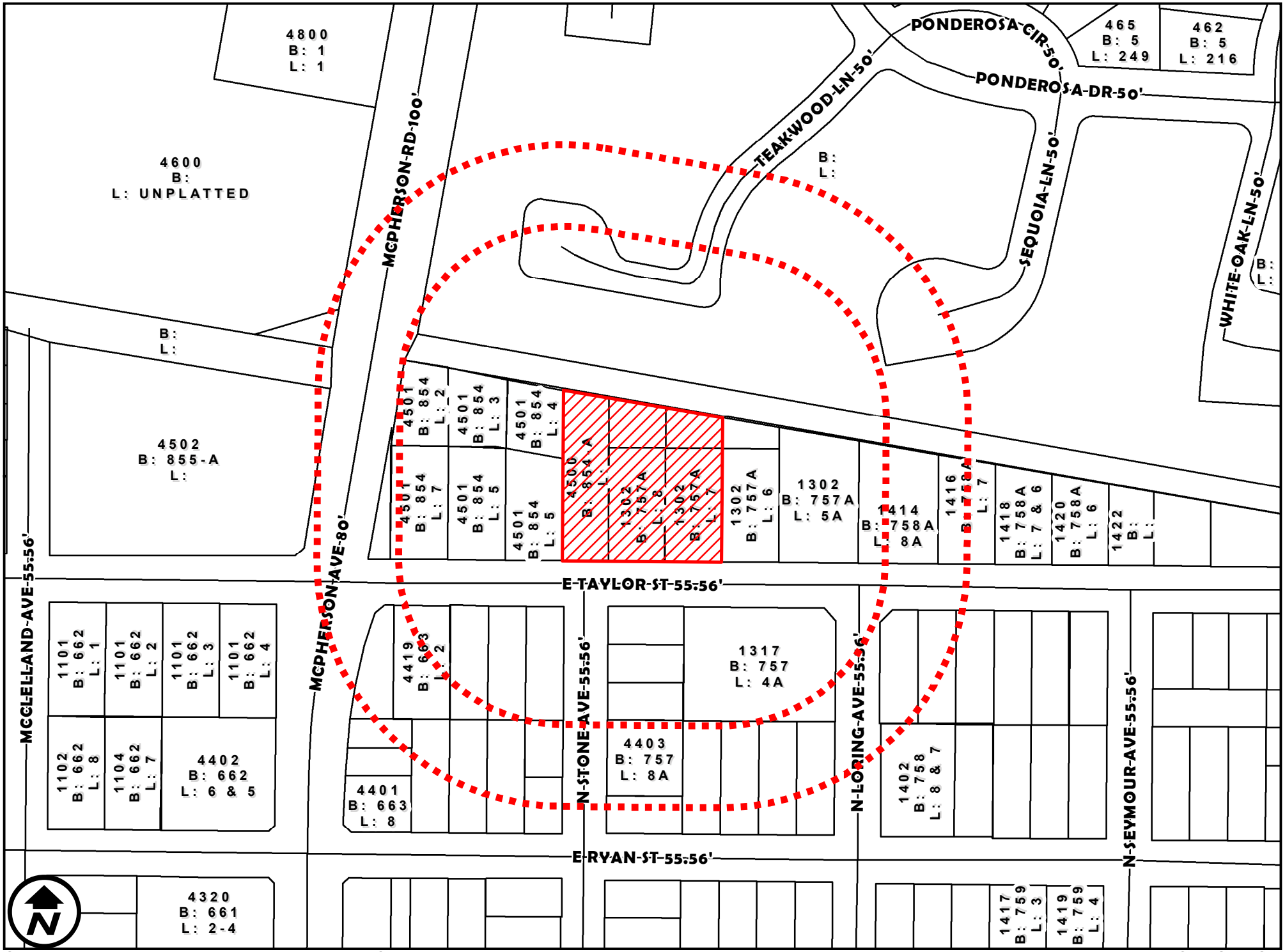
COUNCIL DISTRICT 5

4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET

APPLICATION FC

B-3 (COMMUNITY BUSINESS DISTRICT) T

C.U.P. FOR BAR WITH OUTDOOR ON- PREMISE ALCOHOL CONSUMPTION



SURVEY MAP

ZC-064-2026

COUNCIL DISTRICT 5

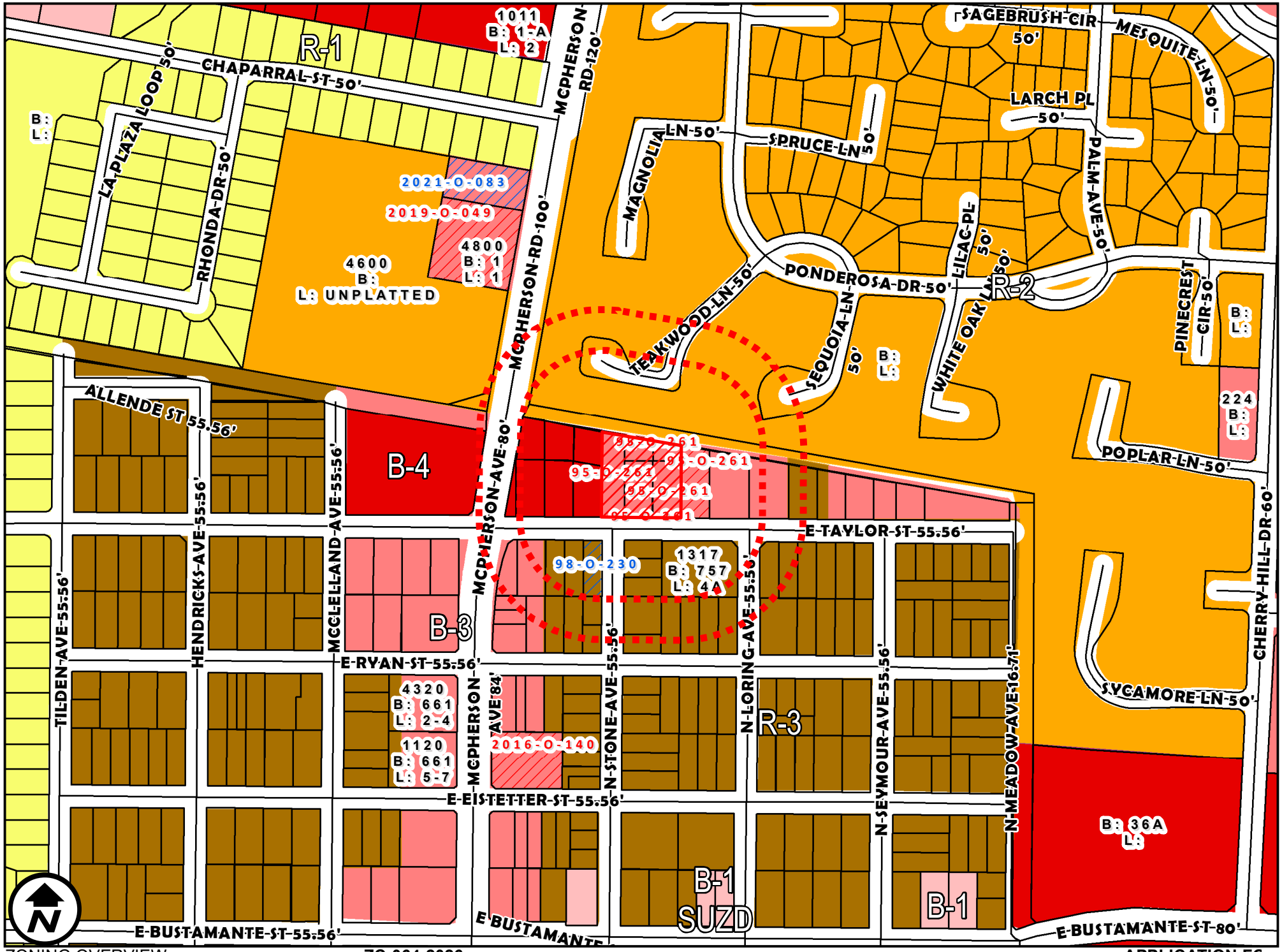
1 inch = 150 feet

4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET

APPLICATION FC

B-3 (COMMUNITY BUSINESS DISTRICT) T

C.U.P. FOR BAR WITH OUTDOOR ON- PREMISE ALCOHOL CONSUMPTION



ZONING OVERVIEW

1 inch = 300 feet

ZC-064-2026

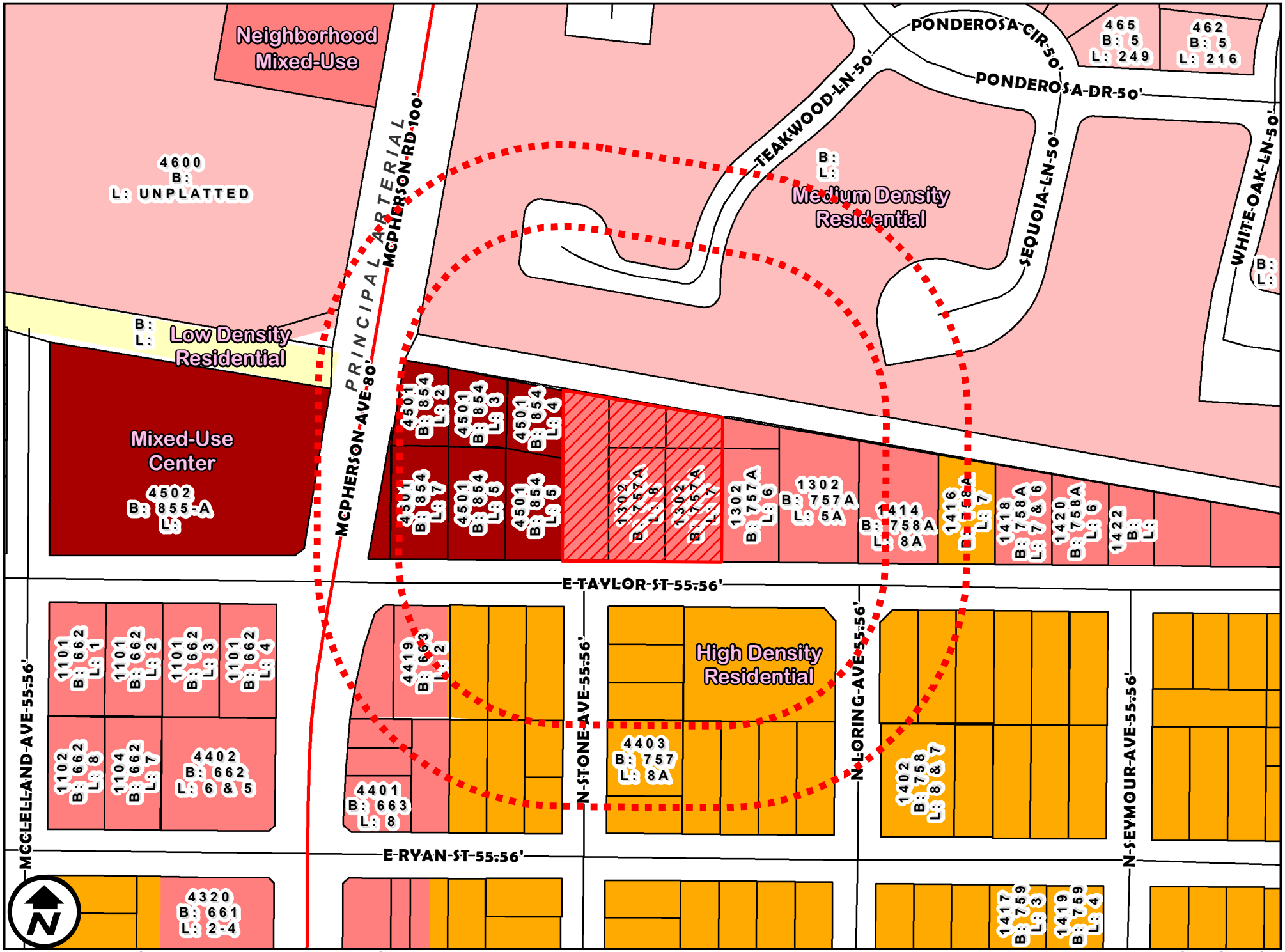
COUNCIL DISTRICT 5

4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET

APPLICATION FC

B-3 (COMMUNITY BUSINESS DISTRICT) T

C.U.P. FOR BAR WITH OUTDOOR ON- PREMISE ALCOHOL CONSUMPTION



FUTURE LANDUSE

1 inch = 150 feet

ZC-064-2026

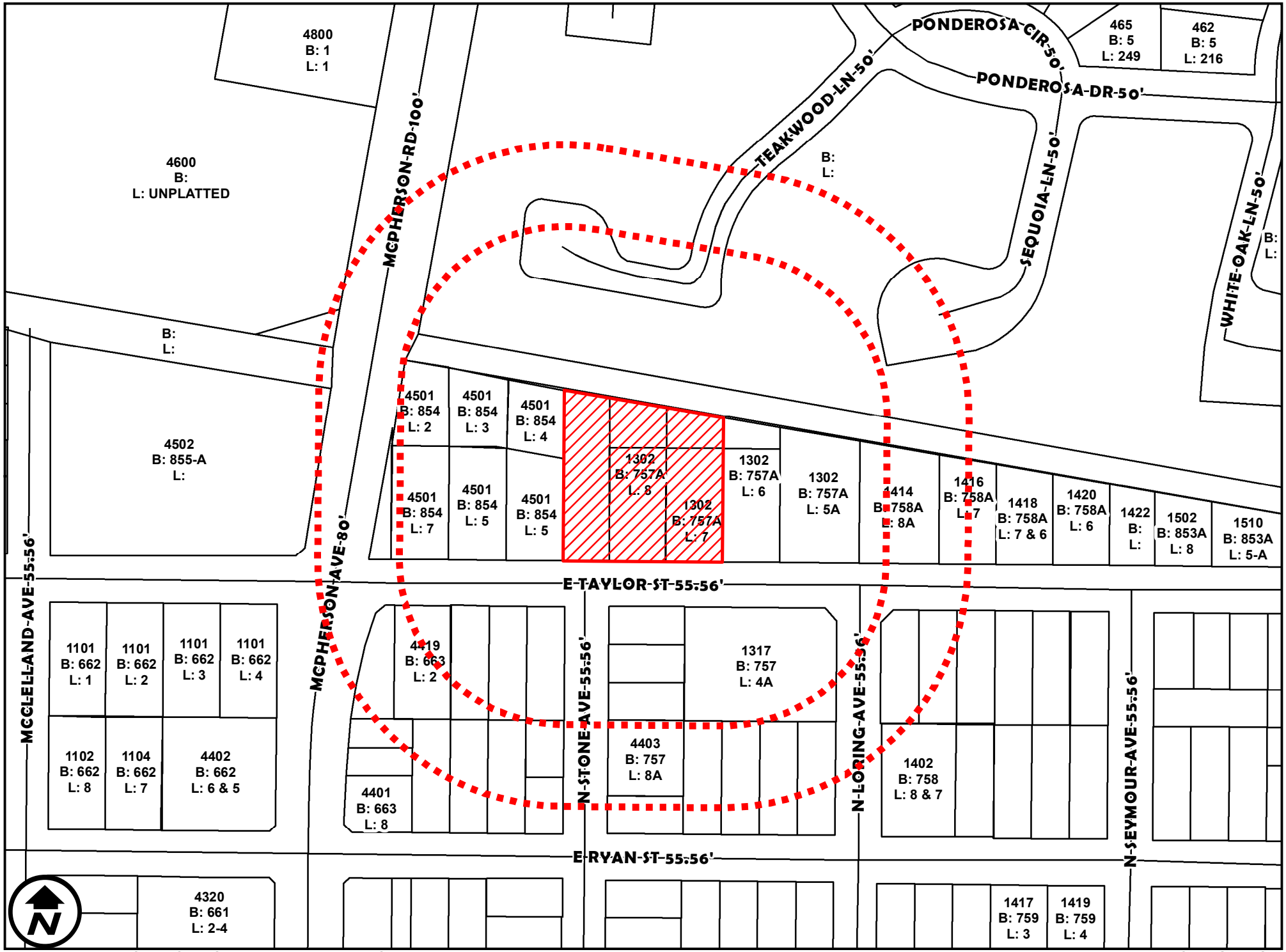
COUNCIL DISTRICT 5

4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET

APPLICATION FC

B-3 (COMMUNITY BUSINESS DISTRICT) T

C.U.P. FOR BAR WITH OUTDOOR ON- PREMISE ALCOHOL CONSUMPTION



200' AND 300' NOTIFICATION

ZC-064-2026

COUNCIL DISTRICT 5

1 inch = 150 feet

4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET

APPLICATION FO

B-3 (COMMUNITY BUSINESS DISTRICT) T

C.U.P. FOR BAR WITH OUTDOOR ON- PREMISE ALCOHOL CONSUMPTION

Benny's Beer Garden
Conditional Use Permit Application

Benny's Beer Garden is a locally owned and operated beer garden–style food truck park and taproom that we plan to develop within an existing shopping plaza and on an adjacent undeveloped parcel of land. We respectfully submit this application for:

- A conditional use permit to address a split-zoning issue affecting the last unit of the existing building; and
- A conditional use permit to allow the adjacent undeveloped tract to be used in connection with our business.

Westgate Plaza is currently developed and zoned B-4. We intend to occupy Suite #19, the last unit at the end of the Plaza, which is approximately 912 square feet and will serve as the indoor barroom and seating area for Benny's Beer Garden.

Based on current zoning maps, we understand that Suite #19 is split-zoned, with a portion of the suite zoned B-4 and another portion zoned B-3. This split-zoning creates an inconsistency that prevents us from legally operating the proposed business within the entire suite, particularly as it relates to alcohol service. For that reason, we respectfully request approval of the necessary permit for Block 854-A to allow all of Suite #19 to operate consistently with the B-4 zoning designation and our proposed use.

Immediately adjacent to the shopping plaza and the unit we intend to occupy is a vacant parcel of land currently zoned B-3. We plan to develop this parcel into a vibrant outdoor food truck/beer garden with public seating, landscaping, and shade structures. This space will serve as an extension of our indoor barroom, allowing patrons to enjoy their beverages outdoors in a lively, family-friendly setting. Because B-3 zoning restrictions would prohibit alcohol consumption in this area, we respectfully request a conditional use permit to rezone the undeveloped parcel from B-3 to B-4.

Proposed Use and Operational Characteristics

Benny's Beer Garden is proposed as a beer garden–style taproom and food truck park. The business will include an indoor barroom and seating area, together with an outdoor seating and gathering area served by food trucks.

We anticipate having approximately four to five employees present during operational hours.

We do not propose to construct or use a permanent outdoor stage. The business does intend to provide ambient outdoor music, through speakers, for atmosphere. However, there will be no live outdoor music. Live music, if any, will be limited to the indoor portion of the business. We do intend to show professional sporting events on outdoor televisions and on screens from time to time.

Proposed Hours of Operation:

- Thursday & Friday: 5:00 PM – 12:00 AM
- Saturday: 12:00 PM – 12:00 AM
- Sunday: 12:00 PM – 10:00 PM

Food Truck Operations

The outdoor portion of Benny's Beer Garden is proposed to include up to five food trucks. The food trucks will be located on designated food truck pads, which are proposed to be constructed with gravel flooring.

Grease management for the food truck operations will be addressed through the installation of appropriate grease traps. Electrical, water, and wastewater service for the food truck area will also be addressed.

Parking

Benny's Beer Garden will share parking with the existing commercial plaza tenants. Westgate Plaza currently contains approximately 74 parking spaces, which will be available to serve the plaza as a whole, including Benny's Beer Garden.

Based on the current tenants of the plaza and their respective hours of operation, we do not anticipate a parking shortage. Benny's Beer Garden's primary operating hours will be in the evenings and on weekends, while the existing plaza tenants generally have limited overlap with those hours.

In addition, the nature of the existing tenants' businesses is not the type that typically results in patrons remaining on site for extended periods of time. Therefore, we do not foresee any issue with lack of parking.

Buffering, Screening, Noise, and Odor Mitigation

We intend to provide buffering and screening to mitigate potential impacts on adjacent properties, including outdoor music, odors, and visibility from surrounding areas.

The existing cinder block fence abutting the drainage ditch to the north will be retrofitted with an additional privacy screen on top to assist with buffering. In addition, a fence will surround the property and will include screening to mitigate noise, odors, and visibility from the street and adjacent areas.

We also note that the remaining land located to the east of the beer garden area will remain vacant and will serve as an additional buffer between our proposed use and surrounding properties.

Landscaping

We intend to incorporate landscaping and natural features into the overall design of the outdoor beer garden area. South of the property for which the conditional use permit is being requested, there are two large mesquite trees abutting the right-of-way. These trees will serve as a centerpiece of the outdoor area and will be preserved and incorporated into the design of Benny's Beer Garden.

Grass and mulch will be used throughout the beer garden area. Gravel will be used for the designated food truck pads.

The precise location of additional plants, bushes, and other landscaping features has not yet been finalized. However, we intend to incorporate landscaping in a manner that complements the existing mesquite trees and supports the overall beer garden concept.

Conclusion

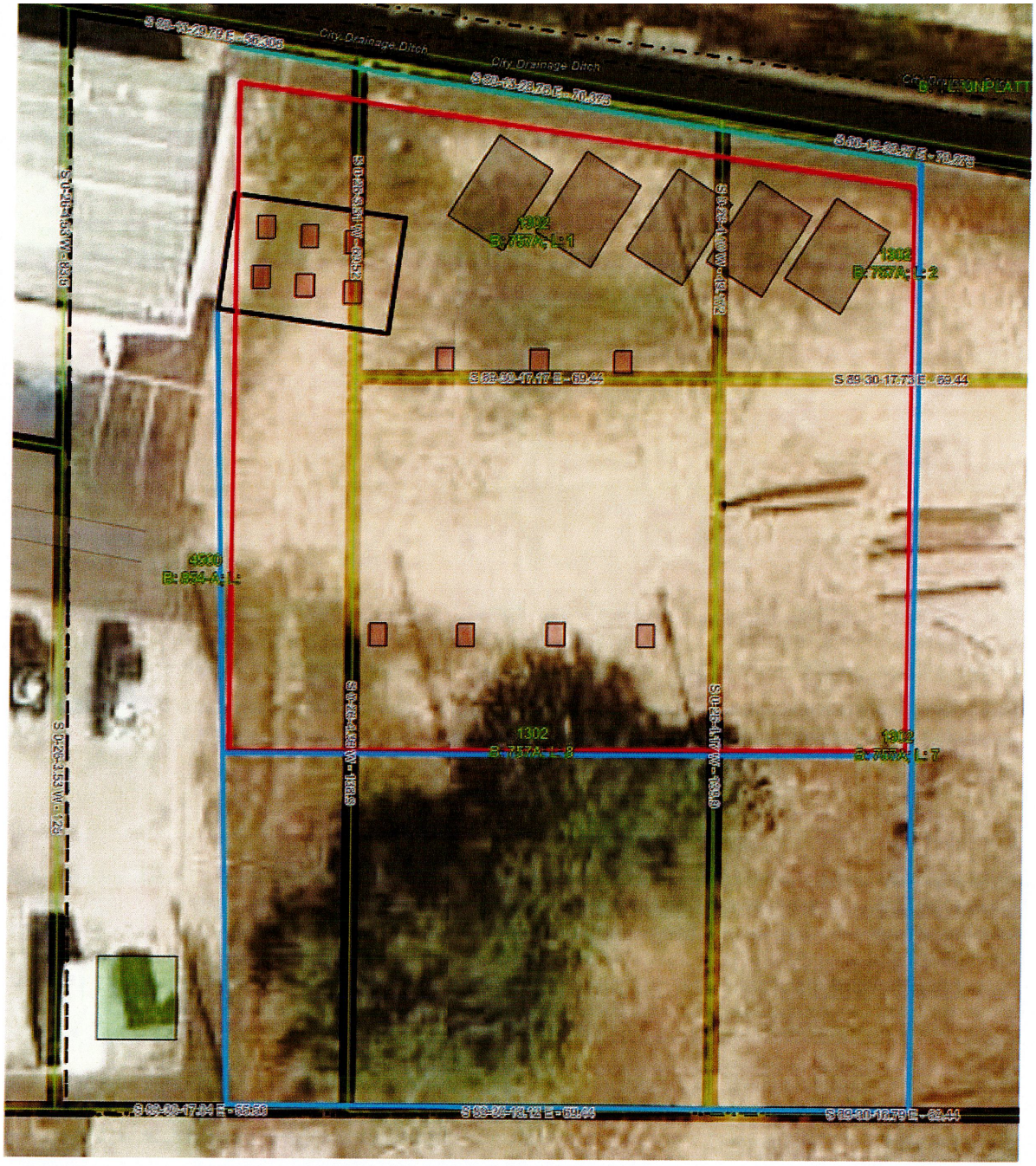
Our vision for Benny's Beer Garden is to create a safe, attractive, and community-oriented business that supports local food vendors, activates an existing commercial plaza, improves an adjacent undeveloped parcel, and contributes to the economic vitality of the area.

We believe the proposed use is compatible with the existing commercial character of the area. With the proposed screening, buffering, landscaping, parking availability, operational limits, and compliance with applicable ordinances, we believe Benny's Beer Garden can operate in a manner that is respectful of surrounding properties and beneficial to the community.

Site Plan



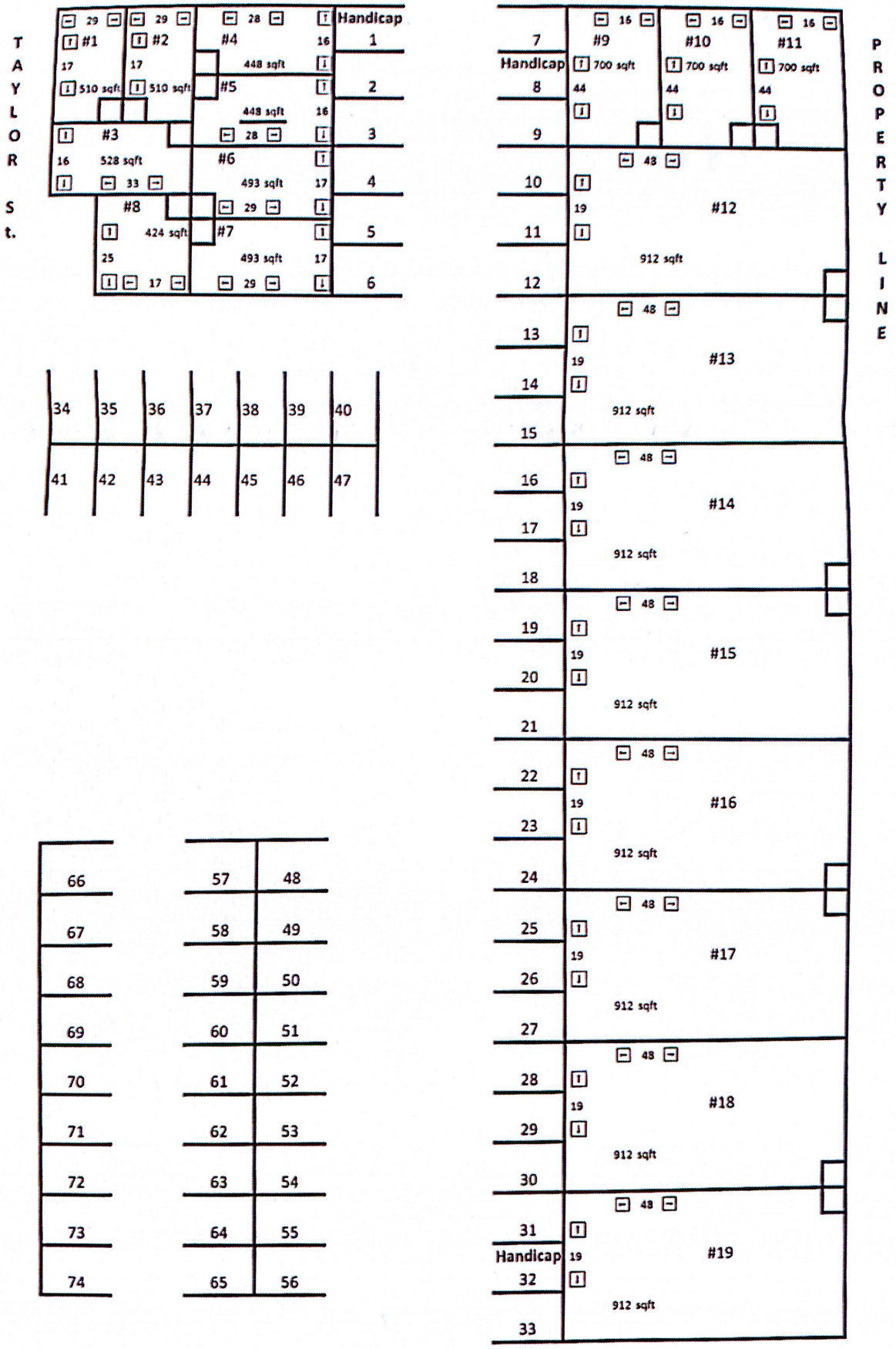
1. **Red Square:** Boundary of the beer garden. Approximately 130 x 110 x 130 x 130.
2. **Blue Lines:** Where fencing will go.
3. **Teal Line:** Where additional privacy screens will be placed, on top of the current cinder block fencing.
4. **Burgundy Rectangles:** Where picnic tables will be placed (All 4-seater sized picnic tables).
5. **Black Square:** Proposed patio roof. Approximately 20 x 30.
    a. Proposed audio speakers will be located under patio roof.
6. **Grey Rectangles:** Food truck parking spaces. Approximately 20 x 15.
7. **Green Square:** Location of dumpster.



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WESTGATE PLAZA
4501 McPherson Rd.

McPherson Rd.



Westgate Plaza
Tenants

- **Suite 1 & 2 – Antojitos Enchilados**
  - Sunday–Thursday: 2:00 PM – 10:00 PM
  - Friday–Saturday: 2:00 PM – 11:00 PM
- **Suite 3 – Titan Insurance**
  - Monday–Friday: 9:00 AM – 5:00 PM
- **Suites 4, 5, 6 – Organic Man Coffee (Trike)**
  - Monday–Saturday: 6:00 AM – 7:00 PM
  - Sunday: 7:00 AM – 2:00 PM
- **Suite 7 – Star Family Haircut**
  - Tuesday–Saturday: 12:00 PM – 6:00 PM
- **Suite 8 – Westgate Plaza Office**
  - By appointment
- **Suite 9 – Pretty Sweet**
  - Monday–Saturday: 10:00 AM – 7:00 PM
  - Sunday: 10:00 AM – 1:00 PM
- **Suite 10 – Hair Company**
  - Tuesday–Saturday: 12:00 PM – 6:00 PM
- **Suite 11 – Hello Kitty Laredo**
  - Monday–Saturday: 11:00 AM – 6:00 PM
- **Suites 12 & 13 – Western Shamrock Finance**
  - Monday–Friday: 9:00 AM – 6:00 PM
- **Suites 14 & 15 – Indoor Garden**
  - Monday–Friday: 11:00 AM – 7:00 PM
  - Saturday–Sunday: 11:00 AM – 5:00 PM
- **Suite 16 – Supreme Nutrition**
  - Monday–Friday: 7:00 AM – 2:00 PM
- **Suite 17 – Cakes by Anita**
  - Monday–Saturday: 9:00 AM – 8:00 PM
  - Sunday: 10:00 AM – 6:00 PM
- **Suite 18 – Vacant**
- **Suite 19 – Benny's Beer Garden**


ZC-064-2026
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A BAR WITH OUTDOOR ON-PREMISE ALCOHOL CONSUMPTION ON BLOCK 854-A (SUITE 19, 912 SQUARE FEET) AND LOTS 1, 2, 7, AND 8, BLOCK 757-A, EASTERN DIVISION, LOCATED AT 4501 AND 4500 MCPHERSON ROAD AND 1302 EAST TAYLOR STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a conditional use permit for a bar with outdoor on-premise alcohol consumption on Block 854-A (Suite 19, 912 square feet) and Lots 1, 2, 7, and 8, Block 757-A, Eastern Division, located at 4501 and 4500 McPherson Road and 1302 East Taylor Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 16, 2026; 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 August 17, 2026, 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 with outdoor on-premise alcohol consumption on Block 854-A (Suite 19, 912 square feet) and Lots 1, 2, 7, and 8, Block 757-A, Eastern Division, located at 4501 and 4500 McPherson Road and 1302 East Taylor Street.

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 issued to Benny's Beer Garden, and may only be transferred upon application to and with the express permission of the City Council.
2. The conditional use permit of a bar shall only be located within Suite 19 (912 square feet) and the outdoor on-premise alcohol consumption shall be located within the area identified on the site plan (Exhibit A) measuring approximately 130 feet x 110 feet x 130 feet x 130 feet. Any expansion, relocation, or modification of the bar area, outdoor beer garden, outdoor alcohol consumption area, or site layout shown on Exhibit A shall require review and approval through an amended conditional use permit (CUP).
3. The hours and days of operation shall be from Thursday and Friday from 6:00 p.m. to 12:00 a.m. (midnight), Saturday from 12:00 p.m. (noon) to 12:00 a.m. (midnight), and Sunday from 12:00 p.m. (noon) to 10:00 p.m.
4. The sale of alcoholic beverages shall be limited to the indoor bar located within Suite 19 (912 square feet). No outdoor alcohol sales, service stations, temporary bars, or alcohol sales from food trucks or any other vendor shall be permitted.
5. Outdoor activities within the beer garden shall be limited to the consumption of alcoholic beverages purchased from the indoor bar and the purchase and consumption of food. Outdoor alcohol consumption shall be limited to the beer garden area measuring approximately 130 feet x 110 feet x 130 feet x 130 feet, as shown on the site plan (Exhibit A).
6. The outdoor beer garden shall be enclosed by a minimum seven-foot masonry wall, measuring approximately 130 feet x 110 feet x 130 feet x 130 feet, as shown on the site plan (Exhibit A).
7. No live outdoor entertainment, outdoor televisions, or outdoor music/speakers shall be permitted.
8. There shall not be any amplified music, use of any amplified sound system, excessively loud generators, and/or any moving or flashing lights. The applicant must comply with all city noise ordinances and all nuisance provisions of the City of Laredo Code of Ordinances.
9. The sale and consumption of alcoholic beverages shall comply with all applicable regulations of the Texas Alcoholic Beverage Commission (TABC) and all other applicable federal, state, and local regulations.
10. The holder of the CUP shall maintain all licenses and permits required by TABC. Failure to maintain such licenses and permits may constitute grounds for review or revocation of the CUP.
11. Alcoholic beverage sold for on-site consumption shall remain within the approved premises and shall not be removed from the property in an open container.
12. Appropriate signage shall be posted at all exits advising customers that open containers of alcoholic beverages may not be removed from the premises and that the

sale and consumption of alcoholic beverages must comply with applicable state law and TABC regulations.

13. The outdoor beer garden shall not be rented, leased, or utilized as an outdoor event venue for concerts, festivals, or other special events unless separately approved by the City of Laredo.
14. The applicant shall provide sufficient on-site supervision during all hours of outdoor alcohol consumption to ensure compliance with the conditions of this CUP.
15. Patrons are prohibited from bringing in their own alcoholic beverages.
16. Air inflatables, balloons, flags, and banners used for advertising shall be prohibited.
17. Restroom facilities shall comply with all applicable municipal codes. Porta potties shall be prohibited.
18. Lighting of the property shall be screened to avoid adverse impact on adjacent residential neighborhoods. The property owner and/or operator shall maintain adequate, downward-directed lighting to minimize impacts to adjacent properties and shall not be aimed towards any residents.
19. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.
20. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
21. Signage shall be consistent with the City's Sign Ordinance.
22. On-site parking shall be provided in accordance with the City of Laredo Land Development Code. All areas used for parking shall be paved and must comply with all applicable municipal codes.
23. 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.
24. 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.
25. The indoor bar located in Suite 19 (912 square feet) shall undergo an annual Fire Inspection.
26. 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.
27. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

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

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

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 _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

Planning & Zoning Commission

Meeting Date: 8/17/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 11.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 22.82 acres, as further described by metes and bounds in attached Exhibit A, located west of US Highway 83 and north of Masterson Road, from AG (Agricultural District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

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

ZC-066-2026
District II

Council District: District 2 **Zone Case:** ZC-066-2026

Letters sent to property owners: 39

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

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

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

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-066-2026 – Comprehensive Plan Alignment

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1. Level of Alignment

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

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

Future Land Use – Medium Density Residential

"Medium Density Residential includes R-1, R-O, R-2, B-1R, and R-1B."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
A portion of the subject property is designated **Medium Density Residential** on the Future Land Use Map. The proposed rezoning to **R-1B (Single Family High Density District)** is one of the implementing zoning districts specifically identified for this land use designation and directly supports the Comprehensive Plan's future land use recommendations.

Future Land Use – Neighborhood Mixed-Use

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

Relevance:
The remaining portion of the property is designated **Neighborhood Mixed-Use**, which allows **R-1B** as an implementing zoning district. The proposed residential development is compatible with the mixed-use designation by providing housing integrated with the surrounding neighborhood while remaining consistent with the Future Land Use Map.

Growth and Development Consistency

"Promote orderly growth and development that is consistent with the Future Land Use Map."
Page 1.5
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed rezoning implements both Future Land Use designations applicable to the property. Staff concluded that the request is in conformance with the Comprehensive Plan because **both the Neighborhood Mixed-Use and Medium Density Residential designations allow R-1B zoning districts.** The proposal also complies with the Land Development Code requirements for new residential subdivision development.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed R-1B zoning district is compatible with the surrounding area, which includes existing single-family residential neighborhoods to the north and south. Staff determined that the proposed residential development will complement the existing land use pattern and is not anticipated to adversely affect surrounding neighborhoods. Although the staff report notes that the rezoning would create an isolated zoning district, it also concludes that the proposal remains compatible with adjacent residential development and consistent with the Comprehensive Plan.

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3. Summary of Alignment

Agenda Item **ZC-066-2026** demonstrates **Strong alignment** with the *Viva Laredo Comprehensive Plan*. The proposed rezoning from **AG (Agricultural District)** and **B-3 (Community Business District)** to **R-1B (Single Family High Density District)** directly implements the property's **Medium Density Residential** and **Neighborhood Mixed-Use** Future Land Use designations, both of which identify **R-1B** as an appropriate implementing zoning district.

The proposal promotes orderly residential growth by allowing the development of a new single-family subdivision adjacent to existing residential neighborhoods. Staff concluded that the proposed zoning is compatible with the surrounding development pattern and will not adversely affect nearby living conditions. Although the rezoning would technically create an isolated zoning district, the proposal remains consistent with the Comprehensive Plan because it advances the adopted Future Land Use Map and provides a logical residential transition between existing neighborhoods and undeveloped land.

The agenda item advances broader planning themes including **housing development**, **orderly growth**, **land use compatibility**, **neighborhood expansion**, and **sustainable residential development**.

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4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim goals and policies supporting the proposed zoning action were identified and applied.

Conclusion:
The proposed rezoning under **Agenda Item ZC-066-2026** demonstrates **Strong alignment** with the *Viva Laredo Comprehensive Plan*. The request directly implements the adopted **Neighborhood Mixed-Use** and **Medium Density Residential** Future Land Use designations by establishing an **R-1B Single Family High Density District**, consistent with the Comprehensive Plan's objectives for residential growth and neighborhood development.

City Council-Regular Meeting

Date: 08/17/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Ginger Richter, Owner; 3R3, LLC, Applicant; Sherfey Engineering, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 22.82 acres, as further described by metes and bounds in attached Exhibit A, located west of US Highway 83 and north of Masterson Road, from AG (Agricultural District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

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

ZC-066-2026
District II

PREVIOUS COUNCIL ACTION
On February 5, 2001, the City Council made a motion to approve a special use permit authorizing a plug back and recompletion of a gas well.

BACKGROUND

Council District: II - Cm. Ricardo "Richie" Rangel, Jr.

Proposed use: The proposed use is for single family residential uses.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is developed vacant land, Nogal Lane, Rockrose Drive, and residential uses (manufactured homes, single-family uses, and apartment complex). To the east of the site is primarily vacant land, US Highway 83, Espinoza Truck Center, Fiesta Snack Drive Inn (food truck), Leal's Muffler Shop, Jack-in-the-Box, and a commercial plaza that includes: Laredo Fuel Express (gas station), Lavanderia (washeteria), Sweet N Fruity, Cricket, La Paletera, and a car wash. To the south of the site is Masterson Road, Susie Drive, Angela Drive, Elizabeth Avenue, Vanessita Court, and predominantly single-family residential uses. To the west of the site is predominantly vacant undeveloped land, a ranch, and the Rio Grande River.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 83 as an Expressway and Masterson Road 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: 39

Inside 200 feet:	**Outside 200 feet:**
In Favor: 0 **Opposed:** 0	**In Favor:** 0 **Opposed:** 0

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

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

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (All Except, M-1, M-2, AH, AN FH, OG) and Medium Density Residential (R-1, R-O, R-2, B-1R, R-1B). Both Comprehensive Plan designations allow for R-1B zoning districts.

2. The proposed zone change complies with the Laredo Land Development Code, Section 24.65.9, R-1B Single Family High Density District requirement, which states that R-1B zoning districts shall be for new subdivision developments.

3. The proposed zone change will allow for residential uses that are consistent with and complementary to the existing land uses in the surrounding area. The proposed R-1B zoning district is compatible with the existing residential development located north and south of the proposed site.

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

IMPACT ANALYSIS
R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No. There are single-family residential uses within the vicinity of the site.

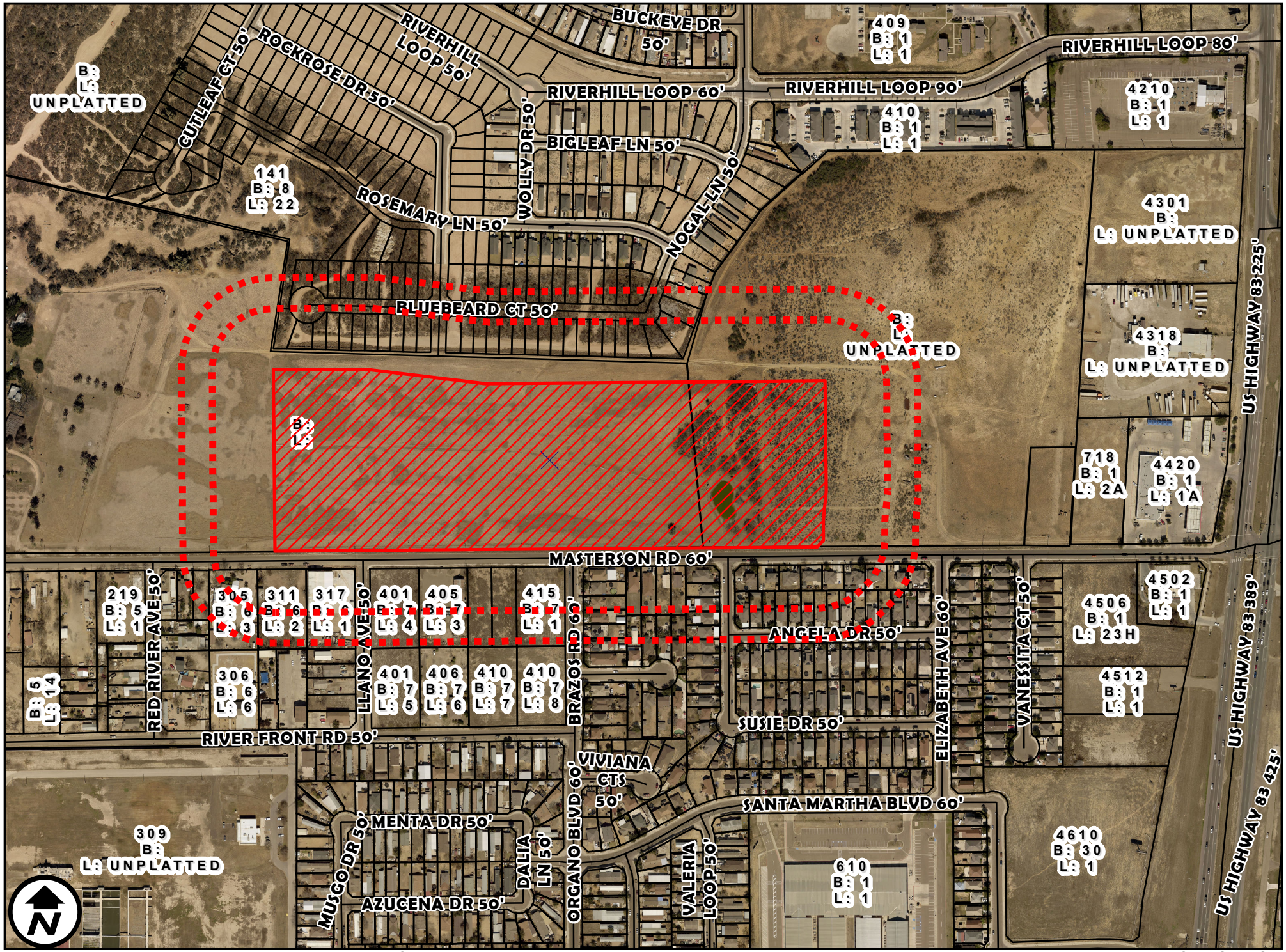
Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods since there are already existing single-family residential uses within the proposed site.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a single-family residential uses (R-1B lots) as intended by the applicant.

Attachments:
Comp Plan Alignment
Survey, Metes, & Bounds
Zone Change Signage
Draft Ordinance



AERIAL MAP

1 inch = 400 feet

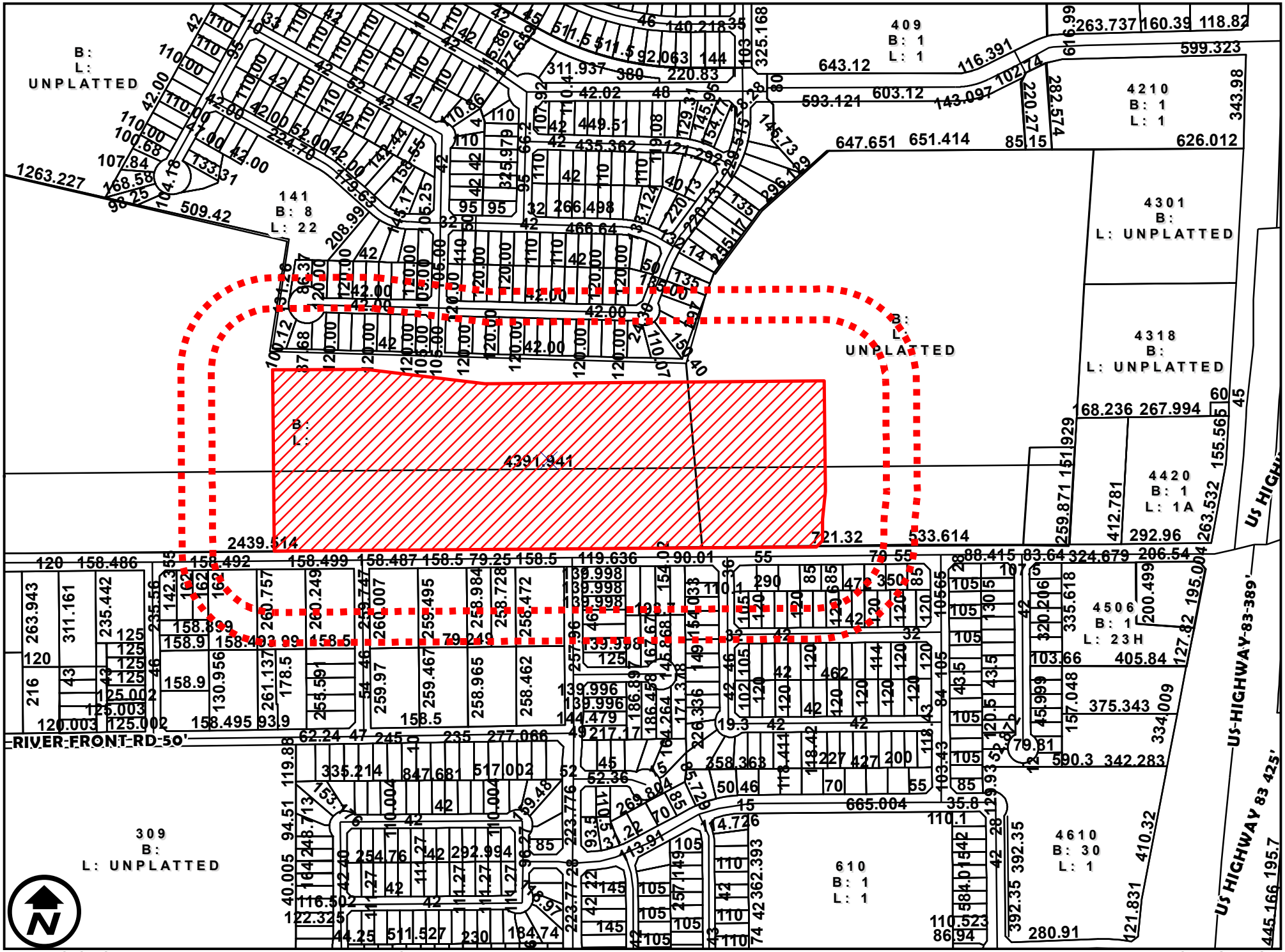
ZC-066-2026

COUNCIL DISTRICT 2

WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



DIMENSIONS MAP

1 inch = 400 feet

ZC-066-2026

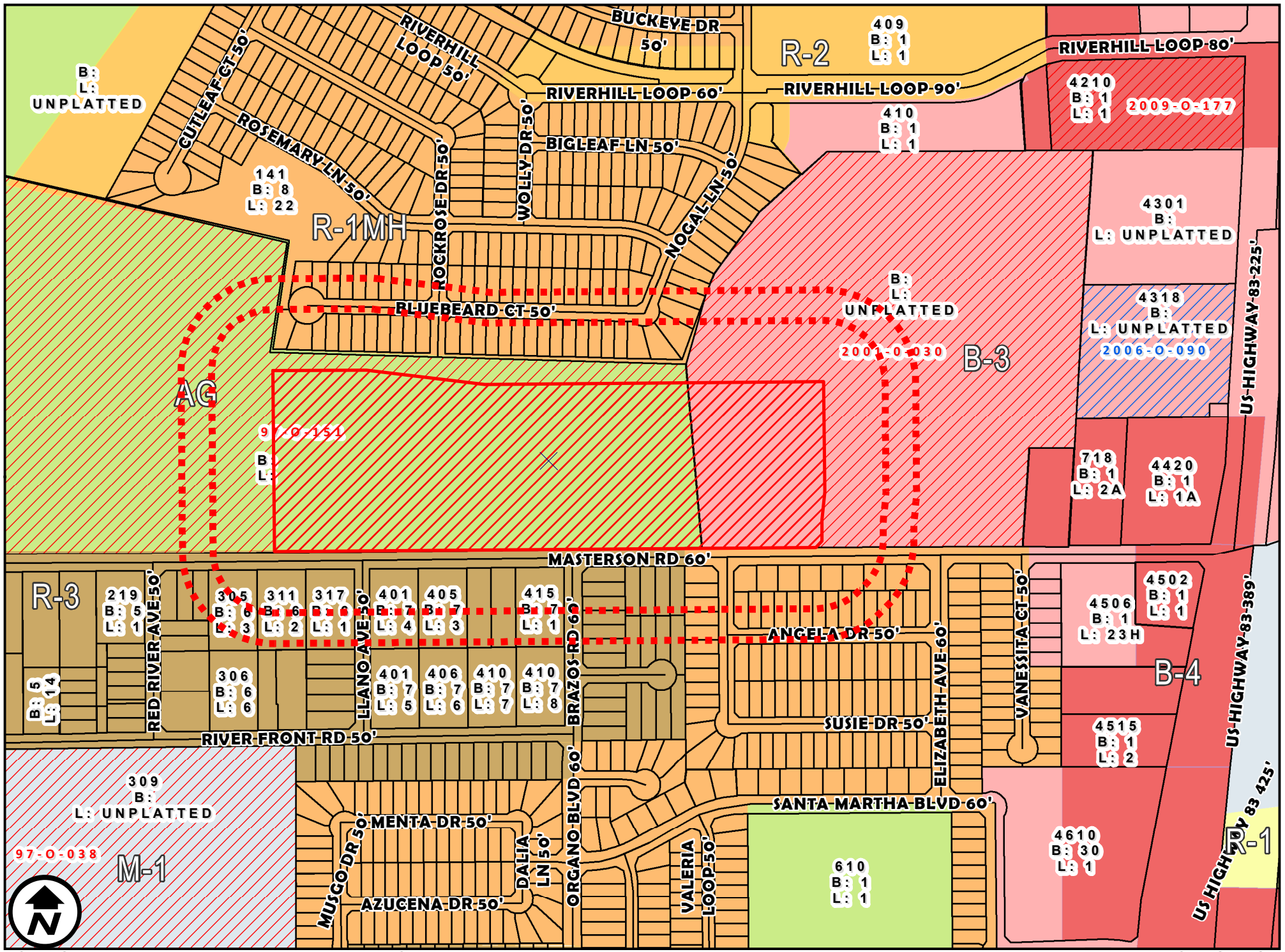
COUNCIL DISTRICT 2

WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

APPLICATION FC



ZONING MAP

1 inch = 400 feet

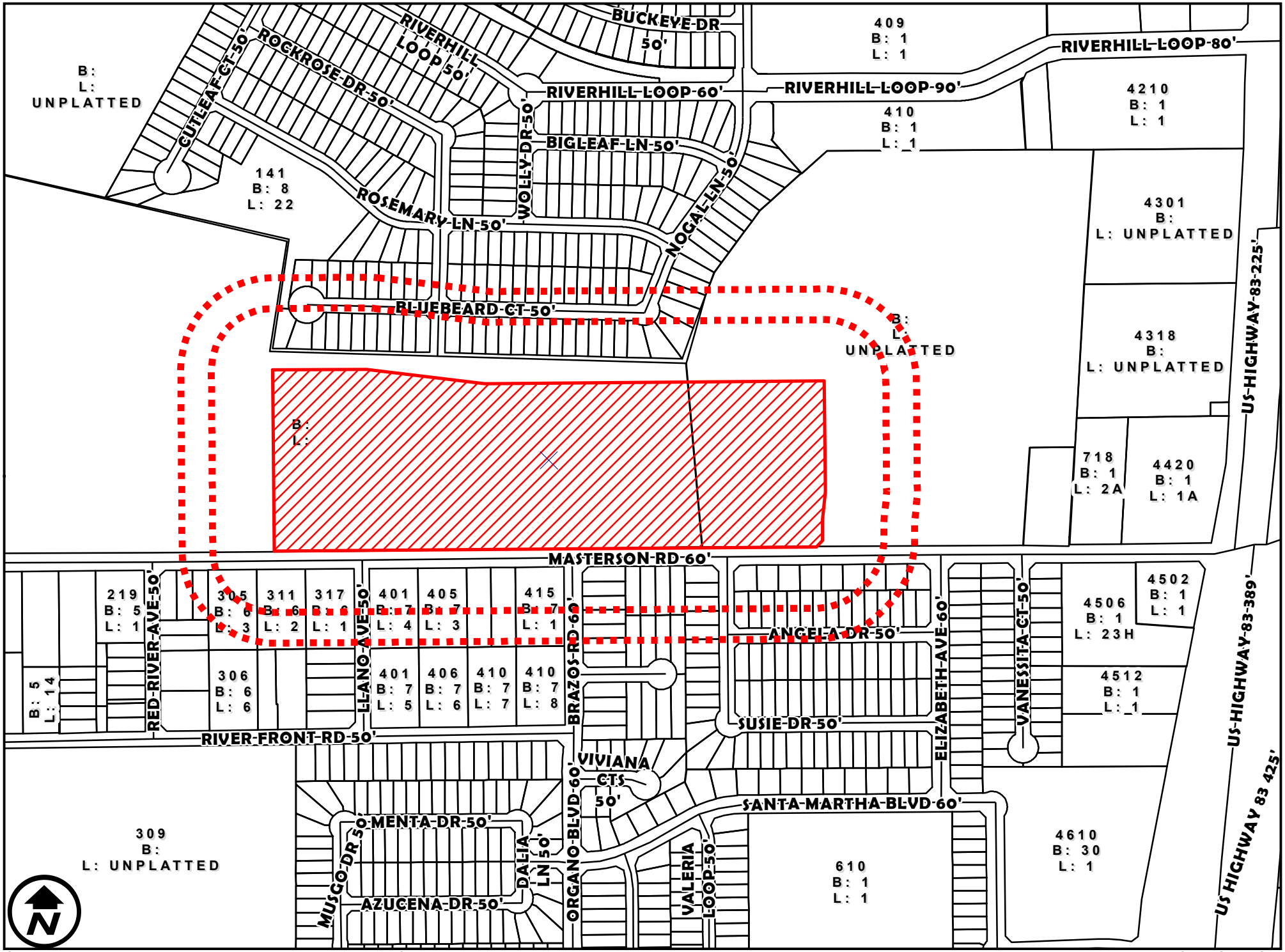
ZC-066-2026

COUNCIL DISTRICT 2

WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD

APPLICATION FC

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



SURVEY MAP

1 inch = 400 feet

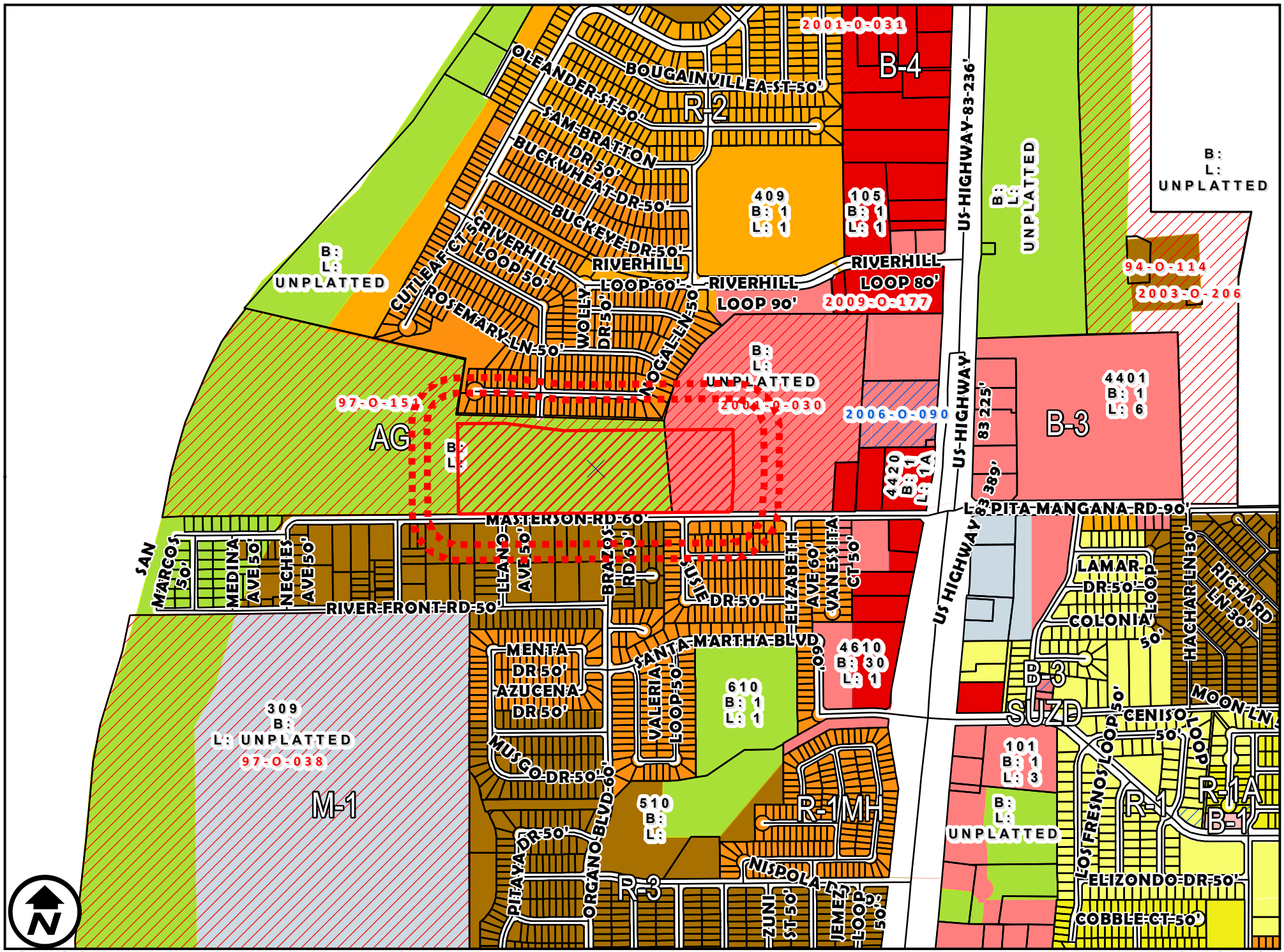
ZC-066-2026

COUNCIL DISTRICT 2

WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

APPLICATION FC



ZONING OVERVIEW

1 inch = 800 feet

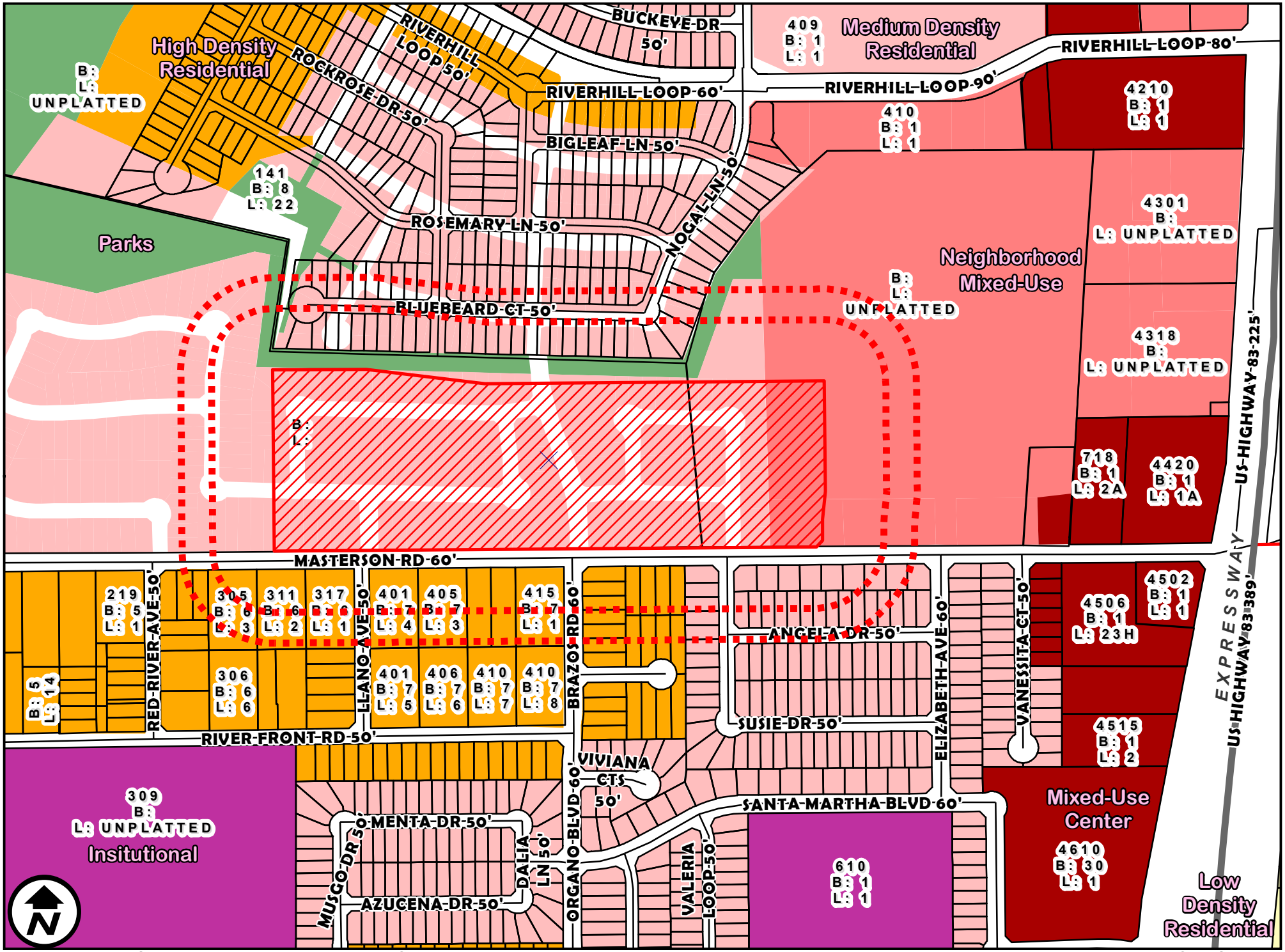
ZC-066-2026

COUNCIL DISTRICT 2

WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



FUTURE LANDUSE

1 inch = 400 feet

ZC-066-2026

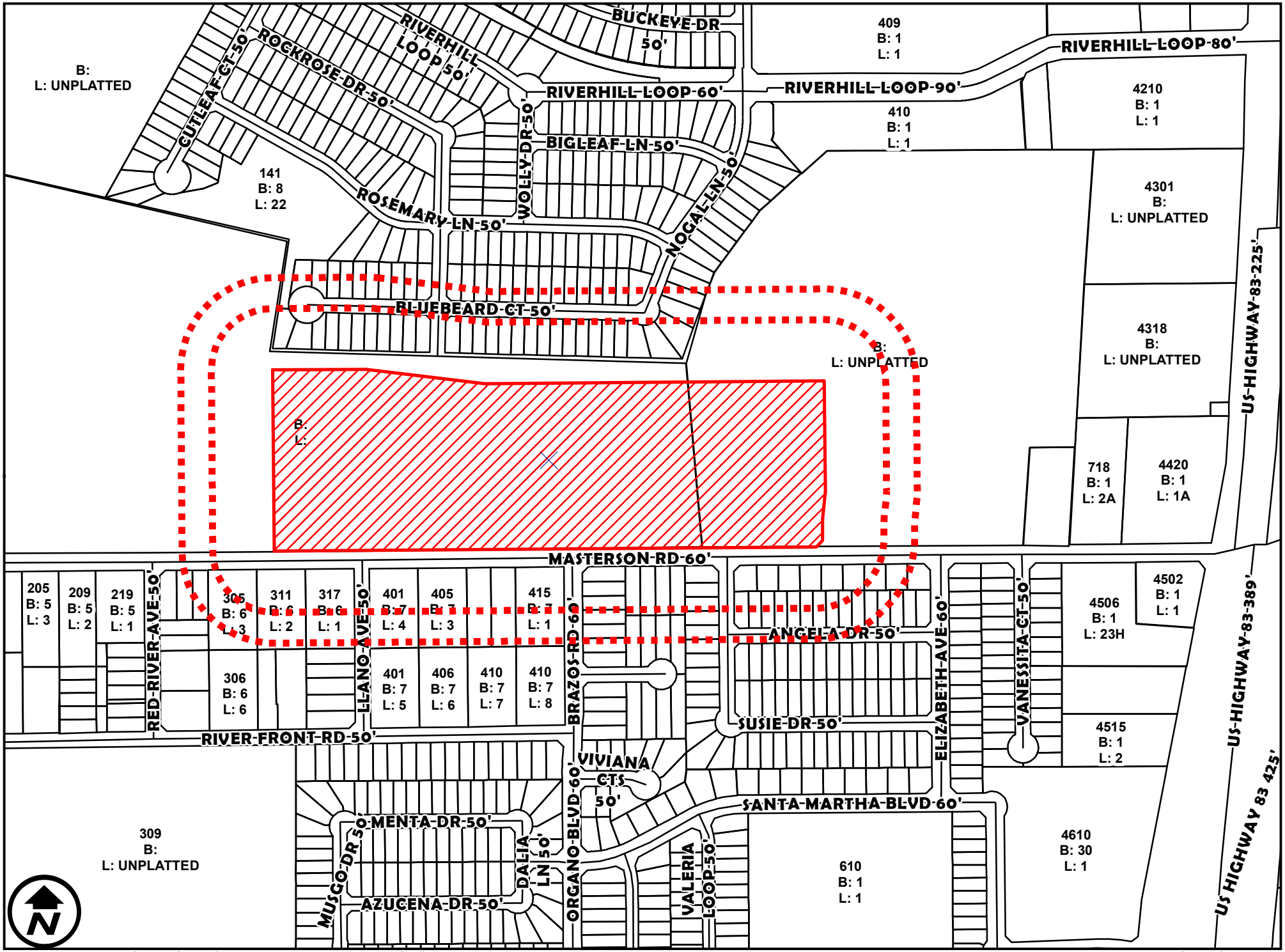
COUNCIL DISTRICT 2

WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

APPLICATION F



200' AND 300' NOTIFICATION

1 inch = 400 feet

ZC-066-2026

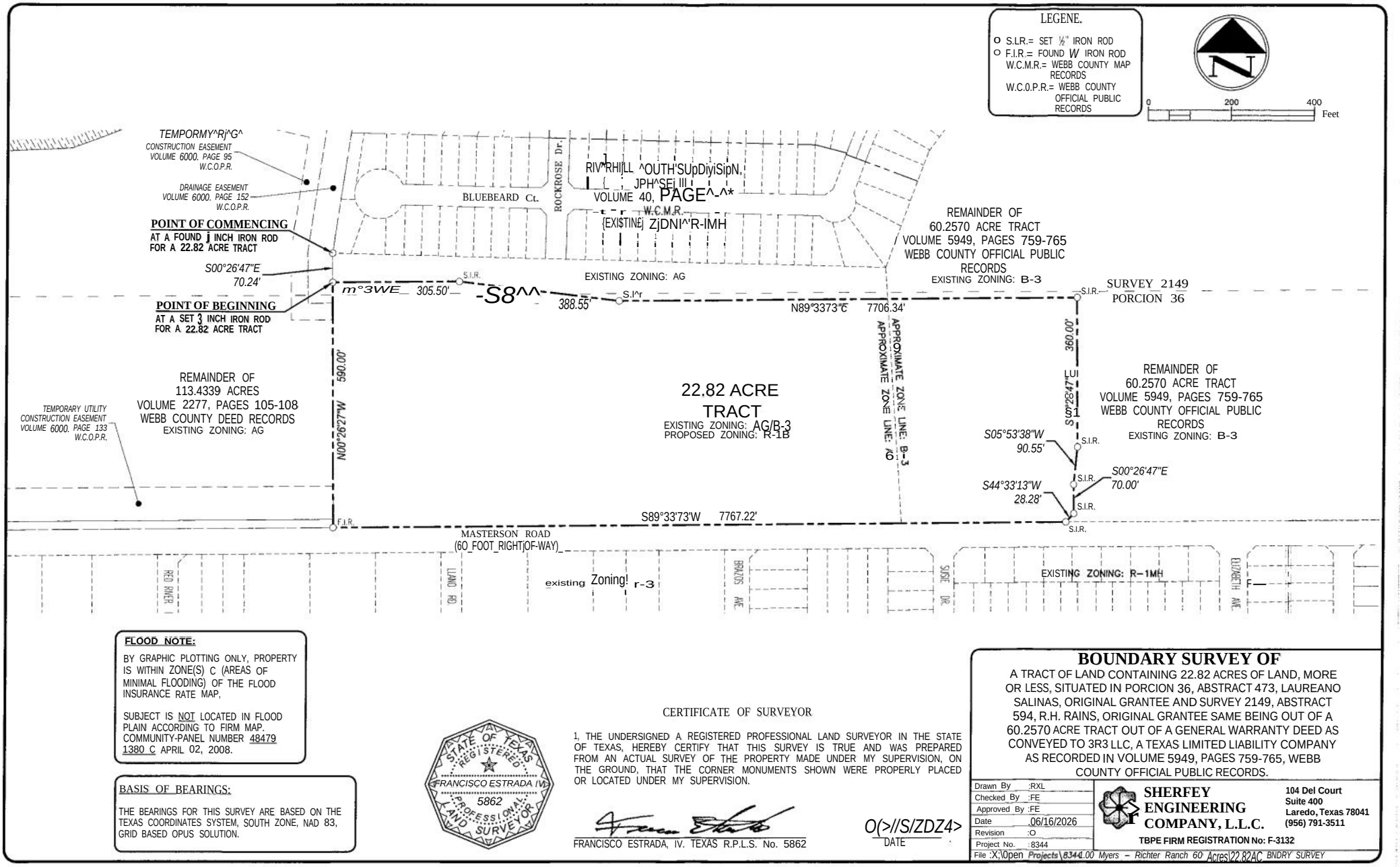
COUNCIL DISTRICT 2

WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

APPLICATION F

Exhibit A



FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, PROPERTY IS WITHIN ZONE(S) C (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP,

SUBJECT IS NOT LOCATED IN FLOOD PLAIN ACCORDING TO FIRM MAP. COMMUNITY-PANEL NUMBER 48479 1380 C APRIL 02, 2008.

BASIS OF BEARINGS:

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS COORDINATES SYSTEM, SOUTH ZONE, NAD 83, GRID BASED OPUS SOLUTION.

STATE OF TEXAS REGISTERED FRANCISCO ESTRADA IV. 5862 PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF SURVEYOR

1, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862

O(>//S/ZDZ4>
DATE

BOUNDARY SURVEY OF

A TRACT OF LAND CONTAINING 22.82 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 36, ABSTRACT 473, LAUREANO SALINAS, ORIGINAL GRANTEE AND SURVEY 2149, ABSTRACT 594, R.H. RAINS, ORIGINAL GRANTEE SAME BEING OUT OF A 60.2570 ACRE TRACT OUT OF A GENERAL WARRANTY DEED AS CONVEYED TO 3R3 LLC, A TEXAS LIMITED LIABILITY COMPANY AS RECORDED IN VOLUME 5949, PAGES 759-765, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

Drawn By	:RXL
Checked By	:FE
Approved By	:FE
Date	:06/16/2026
Revision	:O
Project No.	:8344

File :X:\Open Projects\8344.00 Myers – Richter Ranch 60 Acres\22.82AC BNDRY SURVEY

SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TBPE FIRM REGISTRATION No: F-3132

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION
22.82 ACRE TRACT
WEBB COUNTY, TEXAS

A tract of land containing 22.82 acres of land, more or less, situated in Porcion 36, Abstract 473, Laureano Salinas original grantee and Survey 2149, Abstract 594, R.H. Rains, original grantee same being out of a called 60.2570 acre tract recorded in Volume 5949, Pages 759-765, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod at the southwest corner of Riverhill South Subdivision Phase III as recorded in Volume 40, Pages 63-64, Webb County Map Records same being the northwest corner of a 60.2570 acre tract as recorded in Volume 5949, Pages 759-765, Webb County Official Public Records;

THENCE, S 00°26'47" E, along the common property line with said 60.2570 acre tract a distance of 70.24 feet to a set 1/2 inch iron rod, the **POINT of BEGINNING** and northwest corner of the herein described tract;

THENCE, N 89°33'13" E, a distance of 305.50 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 83°03'11" E, a distance of 388.55 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 89°33'13" E, a distance of 1,106.34 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 00°26'47" E, a distance of 360.00 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 05°53'38" W, a distance of 90.55 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 00°26'47" E, a distance of 70.00 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 44°33'13" W, a distance of 28.28 feet to a set 1/2 inch iron rod, a point on the north right-of-way line of Masterson Road (a 60 foot wide right-of-way), the southeast corner of the herein described tract;

THENCE, S 89°33'13" W, along the north right-of-way line of said Masterson Road a distance of 1,767.22 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 00°26'27" W, along the common property of said 60.2570 acre tract and the remainder of a 113.4339 acre tract as recorded in Volume 2277, Pages 105-108, Webb County Deed Records a distance of 590.00 feet to return to and close at the **POINT of BEGINNING**, containing 22.82 acres of land.

State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

06/15/2026
Current Date

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
LAND SURVEYOR


ZC-066-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-GB-3 TO R-1B
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
793-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 22.82 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED WEST OF US HIGHWAY 83 AND NORTH OF MASTERSON ROAD, FROM AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 22.82 acres, as further described by metes and bounds in attached Exhibit A, located west of US Highway 83 and north of Masterson Road, from AG (Agricultural District) and B-3 (Community Business District) to R-1B (Single Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 16, 2026; and,

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

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

WHEREAS, the City Council has held a public hearing on August 17, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 22.82 acres, as further described by metes and bounds in attached Exhibit A, located west of US Highway 83 and north of Masterson Road, from AG (Agricultural District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

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

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/17/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 12.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 5, Block 179, Western Division, located at 1016 San Francisco Avenue.

The Planning and Zoning Commission recommended approval of the proposed conditional use permit, and staff supports the application.

ZC-062-2025
District VIII

Council District: District 8 **Zone Case:** ZC-062-2025

Letters sent to property owners: 38

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 5 to 1 vote recommended approval of the conditional use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

Comprehensive Alignment

ZC-062-2025

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy from the *Viva Laredo Comprehensive Plan*.

---

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

Future Land Use – Neighborhood Mixed-Use

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

Relevance:
The Future Land Use Map designates the subject property as **Neighborhood Mixed-Use**. The proposed Conditional Use Permit (CUP) for a **Phone Exchange/Switching Station** allows the continued operation of an existing telecommunications facility while maintaining the property's underlying **B-1 (Limited Business District)** zoning. The use functions as an infrastructure service that supports the surrounding community without introducing a new commercial or industrial zoning district.

Growth and Development Consistency

"Promote orderly growth and development that is consistent with the Future Land Use Map."
Page 1.5
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The Conditional Use Permit provides a regulatory mechanism that allows an existing telecommunications facility to remain in operation while preserving the existing zoning classification. Staff concluded that the proposed use is appropriate because it supports

redevelopment of property in an older section of the city and is consistent with surrounding land use patterns.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Staff determined that the proposed use is compatible with surrounding development because the site **abuts an existing Phone Exchange/Switching Station**, is an **unmanned equipment building**, is **not anticipated to generate noise or vibration**, and is **not expected to create excessive traffic**. These findings support the Comprehensive Plan's objective of minimizing conflicts between adjacent land uses.

Infrastructure and Public Facilities

"Coordinate the provision of public infrastructure and services to support existing and future development."
Page 5.2
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
A phone exchange/switching station is an essential component of the telecommunications network that supports residents, businesses, and emergency communications. By allowing the continued operation of this facility through a Conditional Use Permit, the proposal contributes to maintaining critical communications infrastructure that serves the broader community.

---

3. Summary of Alignment

Agenda Item **ZC-062-2025** demonstrates **Moderate alignment** with the *Viva Laredo Comprehensive Plan*. The proposed Conditional Use Permit allows the continued operation of an existing **Phone Exchange/Switching Station** within a **Neighborhood Mixed-Use** area while maintaining the existing **B-1** zoning district. Rather than changing the underlying zoning, the request provides a regulatory mechanism for an existing utility-related use that staff determined is compatible with surrounding development.

The staff report notes that the facility is an **unmanned equipment building**, is **not anticipated to generate noise, vibration, or significant traffic**, and is located adjacent to another existing switching station. These characteristics minimize potential impacts on nearby residential properties and support the Comprehensive Plan's objective of promoting compatible land use patterns. Additionally, the proposal contributes to maintaining essential telecommunications infrastructure that serves the community.

The agenda item advances broader planning themes including **public infrastructure**, **orderly redevelopment**, **land use compatibility**, **community services**, and **neighborhood stability**.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim goals and policies supporting the proposed Conditional Use Permit were identified and applied.

Conclusion:
The proposed Conditional Use Permit under **Agenda Item ZC-062-2025** demonstrates **Moderate alignment** with the *Viva Laredo Comprehensive Plan*. While the request supports essential telecommunications infrastructure and is compatible with surrounding development, it indirectly advances the Comprehensive Plan by allowing the continued operation of an existing utility-related facility rather than implementing a new land use envisioned by the Future Land Use Map.

City Council-Regular Meeting

Date: 08/17/2025

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: Vexus Fiber, LLC, Owner; and Sara Overbaugh, EVP & CO,Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 5, Block 179, Western Division, located at 1016 San Francisco Avenue.

The Planning and Zoning Commission recommended **approval** of the proposed conditional use permit, and staff **supports** the application.

ZC-062-2025
District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VIII - Cm. Alyssa Cigarroa

Proposed use: The proposed use is a Phone Exchange/Switching Station.
- Description: A phone exchange / switching station is a facility in a telecommunications network that connects telephone calls by routing them from one phone line to another.

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-1 (Limited Business District) zoning district.

Site: The site is currently occupied by a phone exchange/switching station.

Citations, Warnings, and/or Complaints:

1. On 4/29/2025 a warning was issued for operating a switching station in a zoning district where such use is not permitted.

Surrounding land uses: To the north of the site is Washington Street, phone exchange/ switching station, Snack Laredo, Sinai Presbyterian Church, single family residential uses, International sales Inc (Shipping supplies), and a gas station. To the east of the site is San Francisco Avenue, single family residential uses, a vacant commercial building, and a single family home with a warehouse. To the south of the site is Victoria Street, multi-family residential uses, single family residential uses, casa de cambio (currency exchange service), and vacant developed land. To the west of the site is San Eduardo Avenue, multi-family residential uses, single family residential uses, Stepping Stones Child Care &

Learning Center, LLC, Ashley Bail Bonds, vacant developed land, a vacant commercial building, Kike's Bail Bonds, Laredo Merchandize (home goods store), Vielma Law Firm, and Fusion Carniceria.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.

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 identifies San Francisco 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: 38
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **5** to 1 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. The property is zoned a B-1 (Limited Business District) zoning district.

Staff **supports** the proposed conditional use permit for the following reasons:

1. The proposed use is not anticipated to have a negative impact since the phone exchange/switching station does not generate noise or vibrations.
2. In addition, the proposed use is not anticipated to have excessive traffic or large vehicles transiting the areas since it will be an unmanned equipment building as per the description in the narrative.
3. The proposed use is compatible with the surrounding area and/or neighborhood, as the proposed site abuts an existing switching station to the north.Additional Comments:

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

If approved, Staff suggests the following conditions

1. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
2. Landscaping shall be provided and maintained for the entire duration of the proposed use in accordance with the City of Laredo Land Development Code.
3. 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.

4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance.
6. On-site parking shall be provided in accordance with the City of Laredo Land Development Code.
7. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
8. 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.
9. 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.
10. The proposed use shall undergo an annual Fire Inspection.
11. 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.
12. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
13. 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.
14. No commercial vehicle that exceeds one (1) ton in manufacturer's gross vehicle weight rating (GVWR) or that has more than two (2) axels, nor any commercial or utility trailer, shall be parked or stored in any manner on the property.

Is this change contrary to the established land use pattern?
No, there is a Phone Exchange/Switching Station abutting the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

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

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing B-1 does not allow for a Phone Exchange/Switching Station as intended by the applicant.

Attachments

Comprehensive Alignment Maps
Narrative
Zone Change Signage
Draft Ordinance

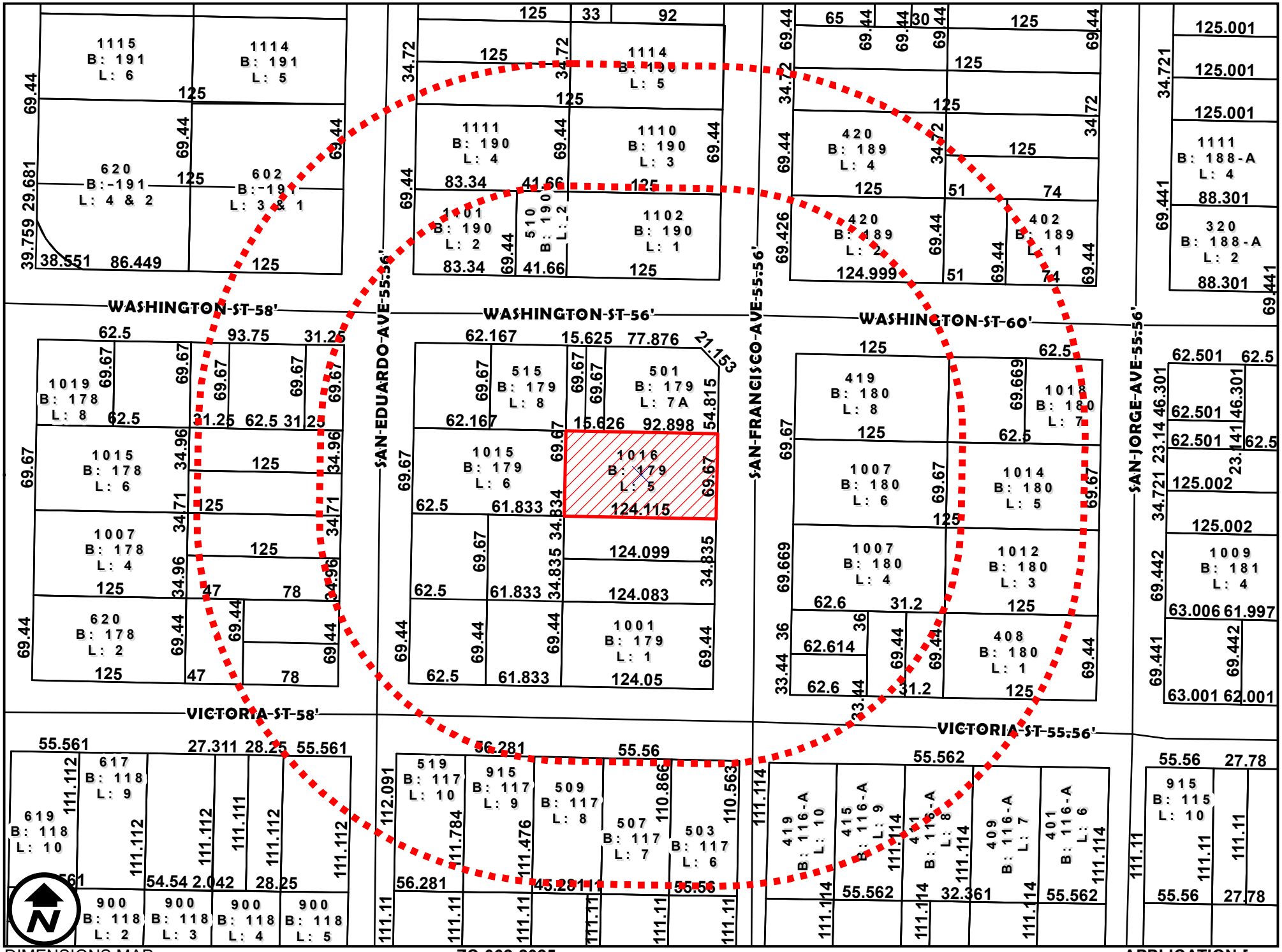


AERIAL MAP

1 inch = 100 feet

ZC-062-2025
COUNCIL DISTRICT 8
1016 SAN FRANCISCO AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION



DIMENSIONS MAP

1 inch = 100 feet

ZC-062-2025

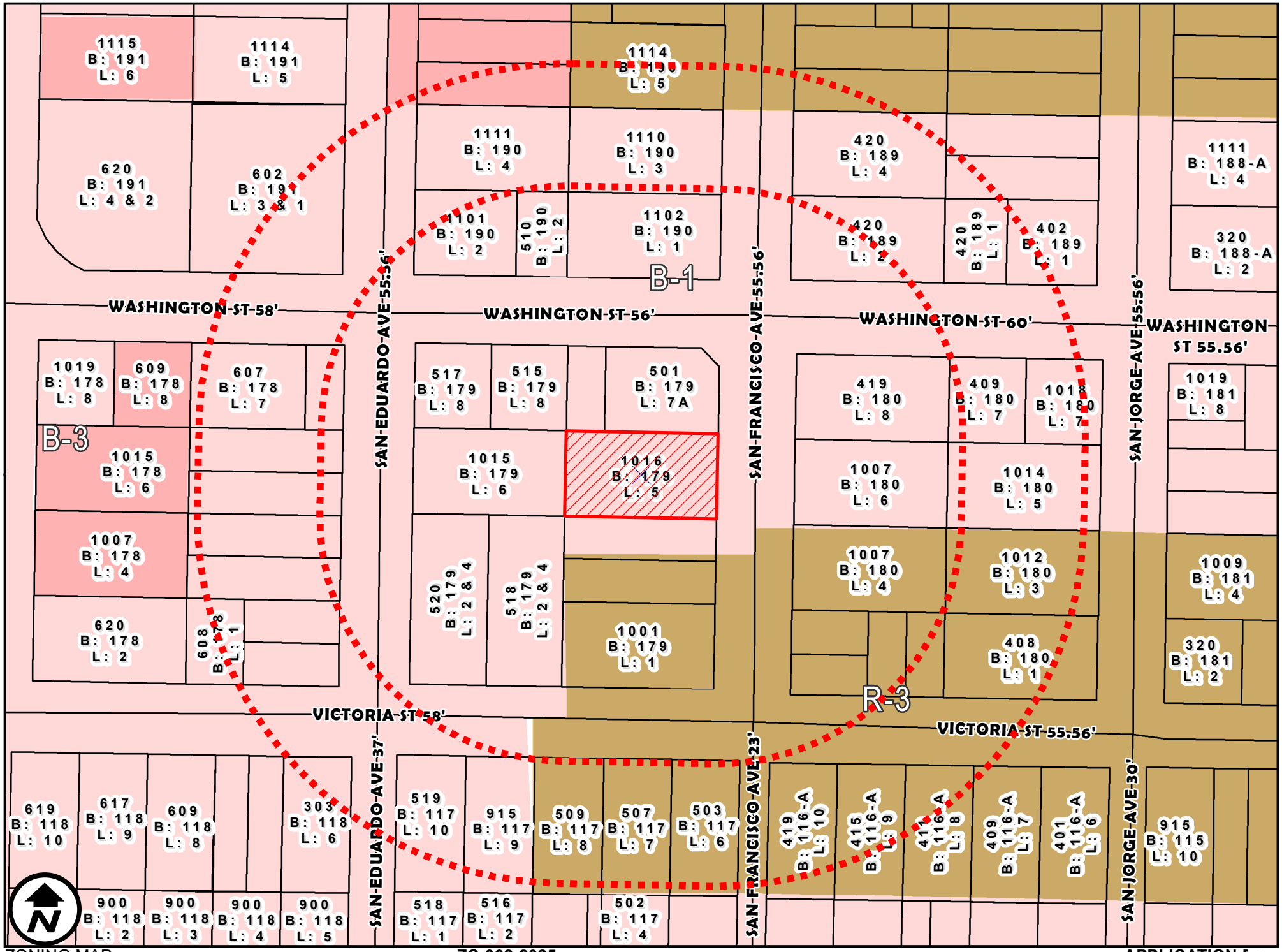
COUNCIL DISTRICT 8

1016 SAN FRANCISCO AVENUE

APPLICATION F

B-1 (LIMITED BUSINESS DISTRICT)

C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

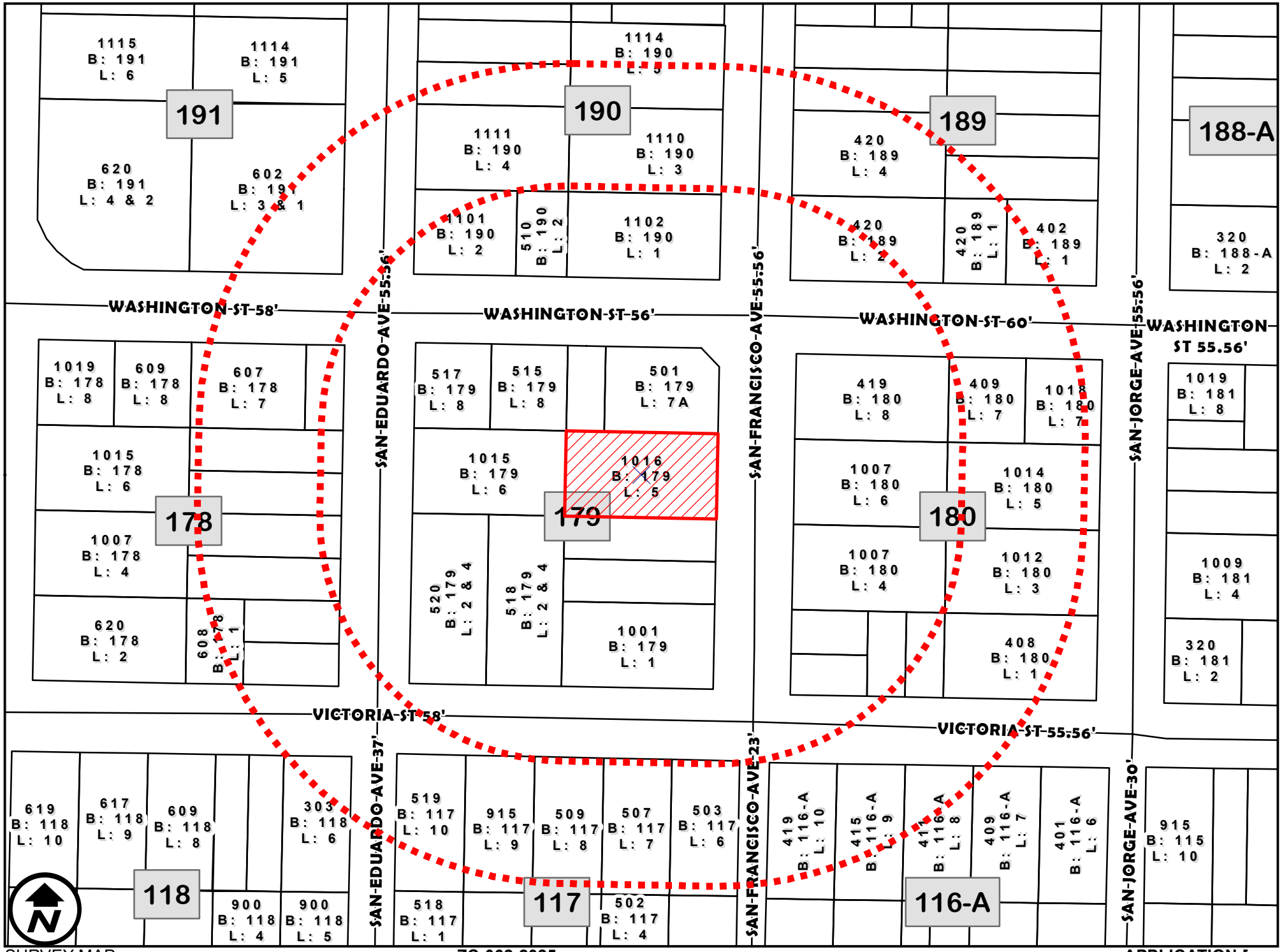


ZONING MAP

1 inch = 100 feet

ZC-062-2025
COUNCIL DISTRICT 8
1016 SAN FRANCISCO AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

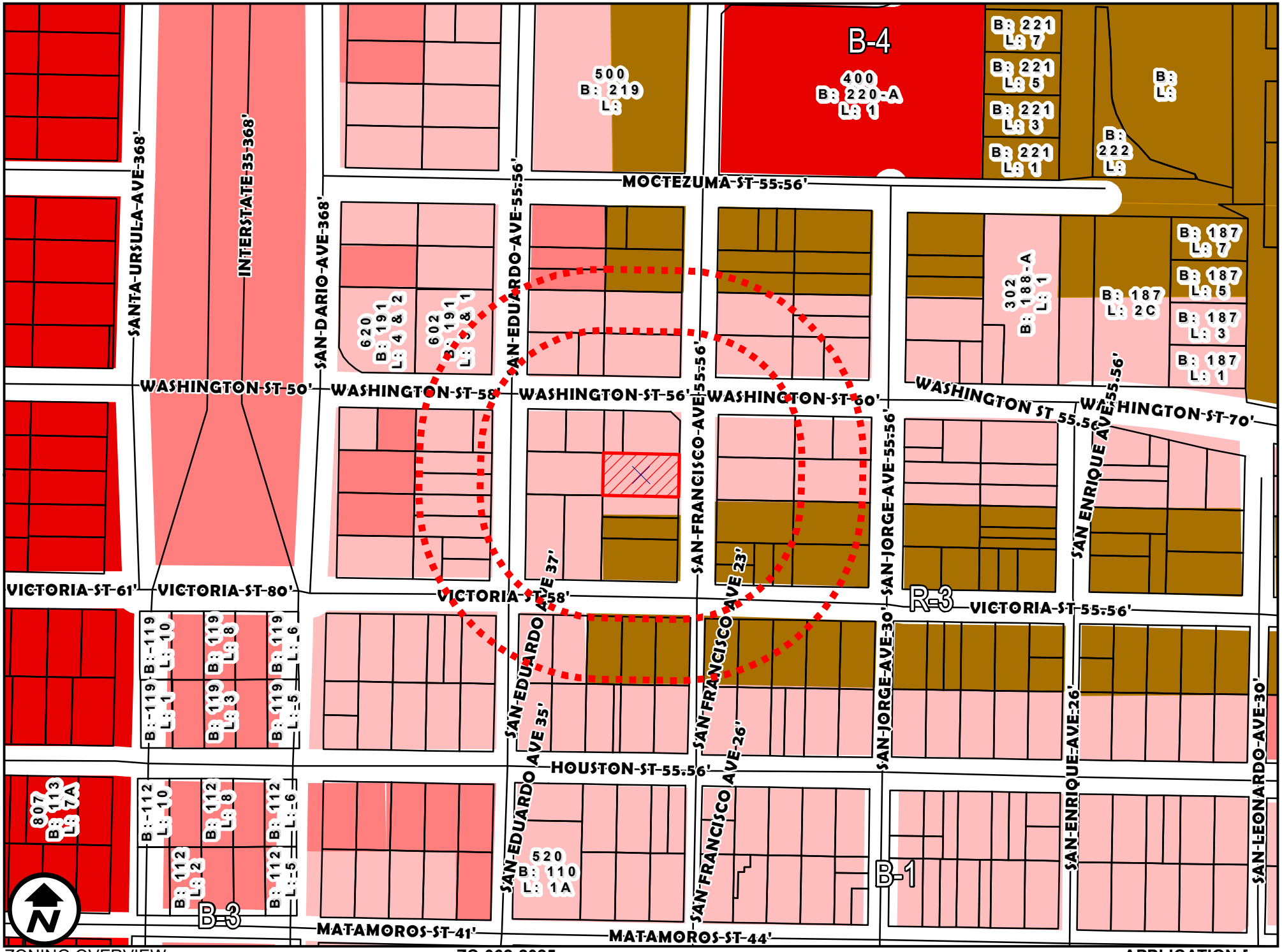


SURVEY MAP

1 inch = 100 feet

ZC-062-2025
COUNCIL DISTRICT 8
1016 SAN FRANCISCO AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

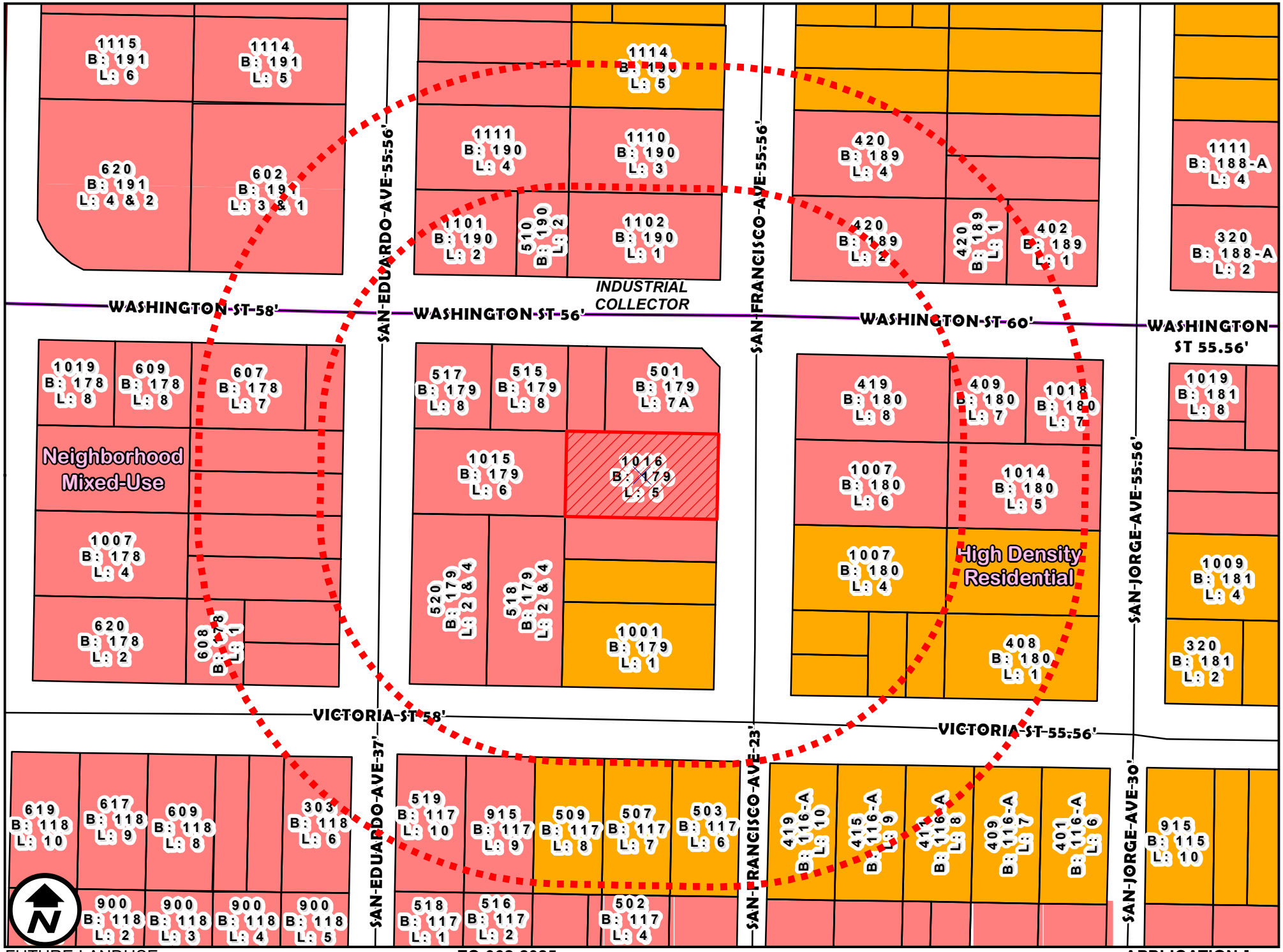


ZONING OVERVIEW

1 inch = 200 feet

ZC-062-2025
COUNCIL DISTRICT 8
1016 SAN FRANCISCO AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

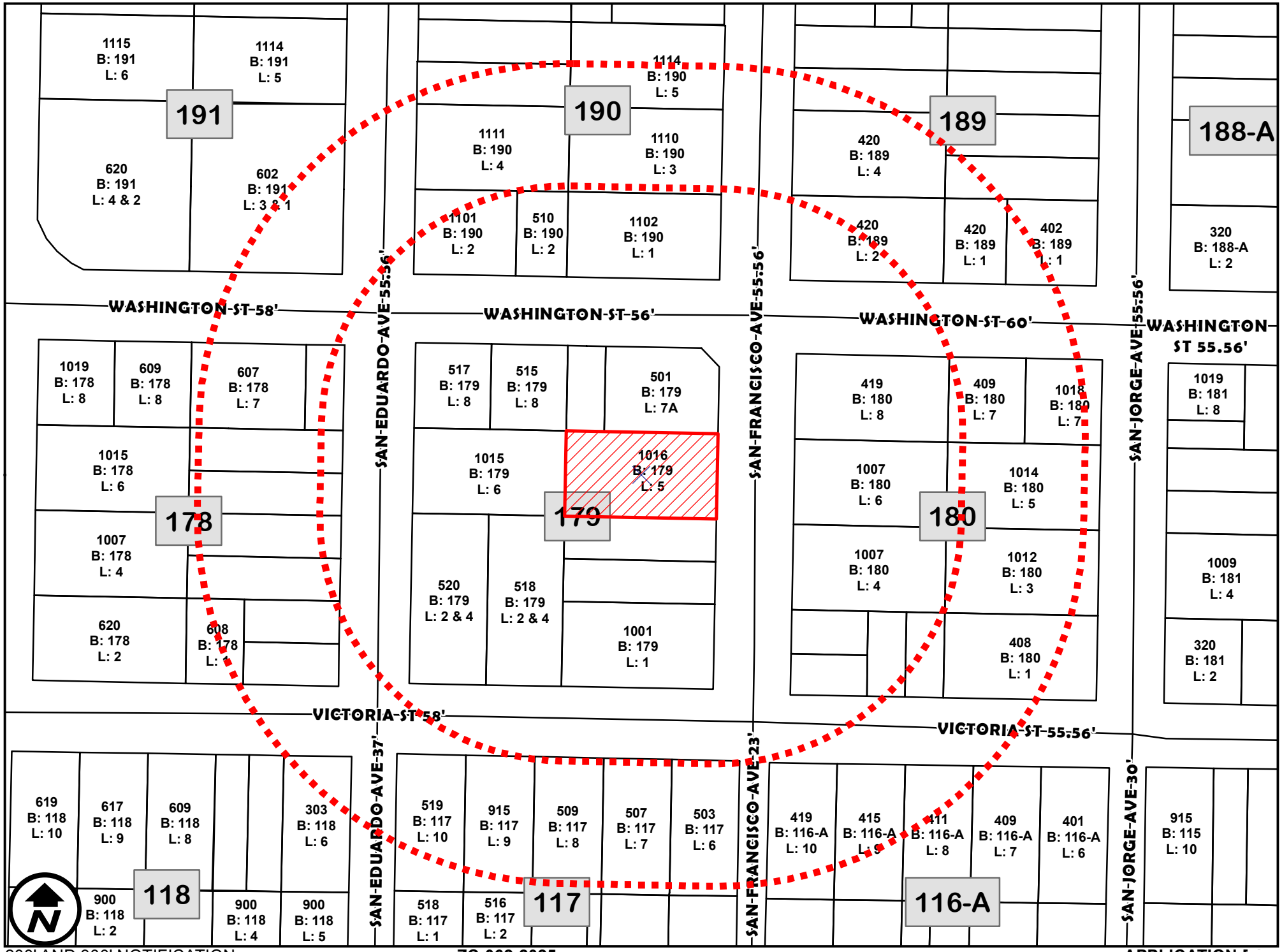


FUTURE LANDUSE

1 inch = 100 feet

ZC-062-2025
COUNCIL DISTRICT 8
1016 SAN FRANCISCO AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT) TO
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-062-2025
COUNCIL DISTRICT 8
1016 SAN FRANCISCO AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
C.U.P FOR PHONE EXCHANGE/SWITCHING STATION

Narrative Description: Vexus Fiber, LLC Proposed Use

1016 San Francisco Ave

Vexus Fiber, LLC seeks a conditional use permit for the property at 1016 San Francisco Ave to be used for a fiber optic switching station under use code 4811 for Phone Exchange/Switching Station use. This facility is an un-manned building housing electronic switching and routing gear for the purpose of offering high-speed Internet service on our fiber optic network to residents and businesses of Laredo, TX.

The site has 0 staffed hours. The equipment at the site runs 24/7. The site is only accessed occasionally on an as needed basis for equipment maintenance and cleaning which will average only 4 to 5 times a month averaging less than an hour each time.


ZC-062-2025
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A PHONE EXCHANGE/SWITCHING STATION ON LOT 5, BLOCK 179, WESTERN DIVISION, LOCATED AT 1016 SAN FRANCISCO AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a conditional use permit for a Phone Exchange/Switching Station on Lot 5, Block 179, Western Division, located at 1016 San Francisco 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 16, 2026; 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 August 17, 2026, 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 Phone Exchange/Switching Station on Lot 5, Block 179, Western Division, located at 1016 San Francisco Avenue.

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

1. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
2. Landscaping shall be provided and maintained for the entire duration of the proposed use in accordance with the City of Laredo Land Development Code.
3. 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.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance.
6. On-site parking shall be provided in accordance with the City of Laredo Land Development Code.
7. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
8. 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.
9. 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.
10. The proposed use shall undergo an annual Fire Inspection.
11. 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.
12. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
13. 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.
14. No commercial vehicle that exceeds one (1) ton in manufacturer's gross vehicle weight rating (GVWR) or that has more than two (2) axels, nor any commercial or utility trailer, shall be parked or stored in any manner on the property.

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 _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/17/2026 **Public Hearing & Introductory Ordinance 13.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to execute all legal documents granting AEP Texas, Inc., a 15' Utility Easement and Right-of-Way containing 683.27 sq. ft of land, more or less, out of a tract of land, being the remainder of a 128.0839 acre tract, Lot 1, Block 1, Laredo Northwest International Bridge Plat, recorded in Volume 22, Page 86, Plat Records of Webb County, Texas, this 683.27 sq. ft. Utility Easement being more particularly described by Exhibit "A" attached hereto and made part of, providing for an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
AEP Texas, Inc., is requesting this Utility Easement and Right-of-Way as part of the relocation project at the City of Laredo World Trade Bridge. This is required to redirect three (3) new electrical poles for the relocation of the Embarcadero Water System (Fasken Ltd.) irrigation system relocation project.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the introduction of this ordinance.

Fiscal Impact

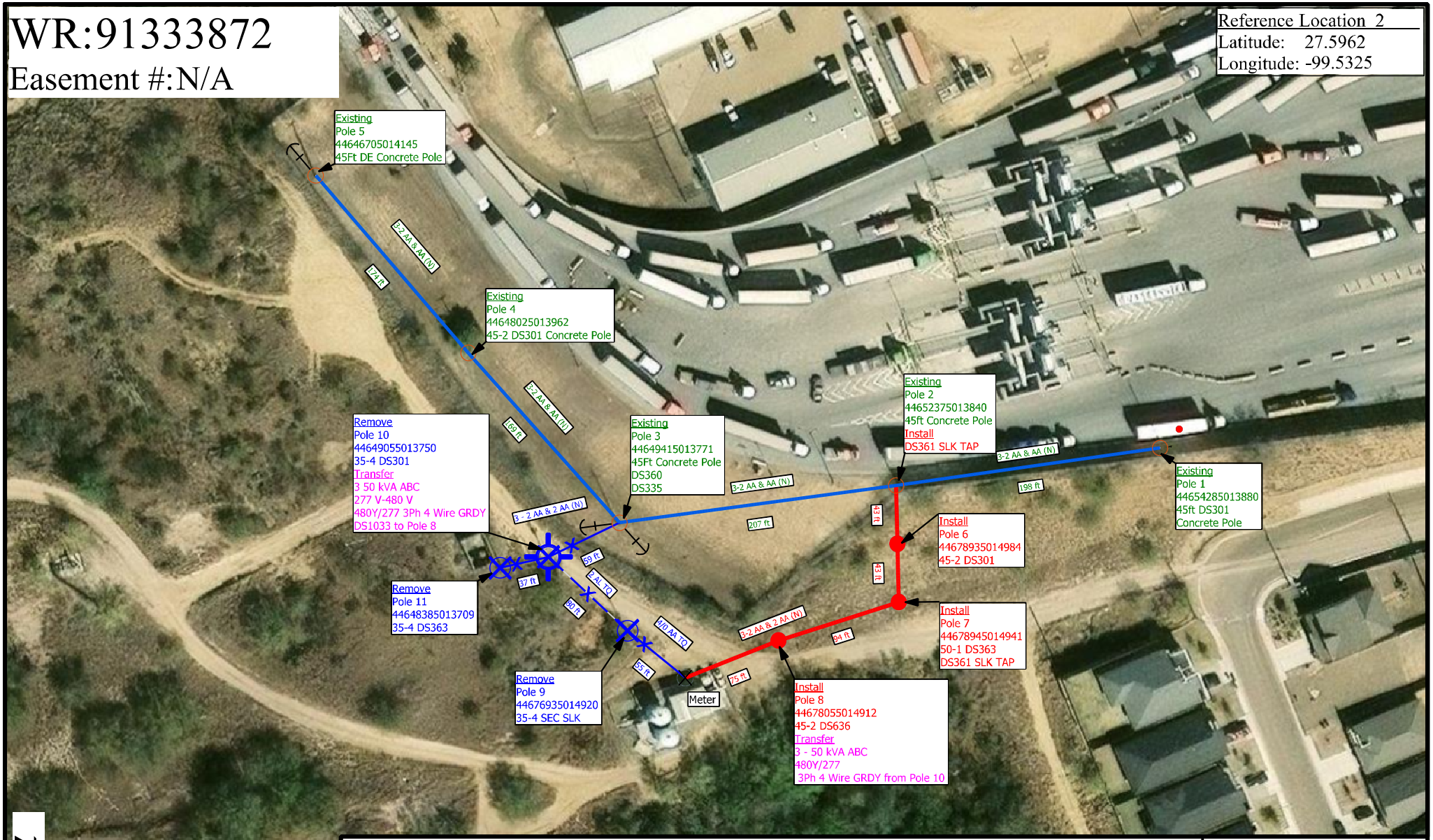
Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Will be accounted for in the City's General Fixed Assets System.

WR:91333872

Easement #:N/A

Reference Location 2
Latitude: 27.5962
Longitude: -99.5325



Job Description: REDIRECT SERVICE TO FASKEN PUMP			WR: 91333872
			WO:
Customer: EDWARD OCHOA		Date Completed: 1/30/2026	Man Hours: 31.39
Location: 177 SB WORLD TRADE BRIDGE		County: Webb	Project ID: 000007623
District: 177 - Laredo	City: LAREDO	Crew HQ: 11166	
Circuit / Station: 94LA3070 / MILO	N V: 12.47KV	Phases: ABC N	
Drawn By: Emiliano Castillo	Tree Trimming: No	OWR: N/A	
Office #: 956-436-1301	Accessible: Yes	ESID: N/A	
Issued for: **Final**		Scale: 1"=100'	
		Rev. N/A	Page 1 of 1

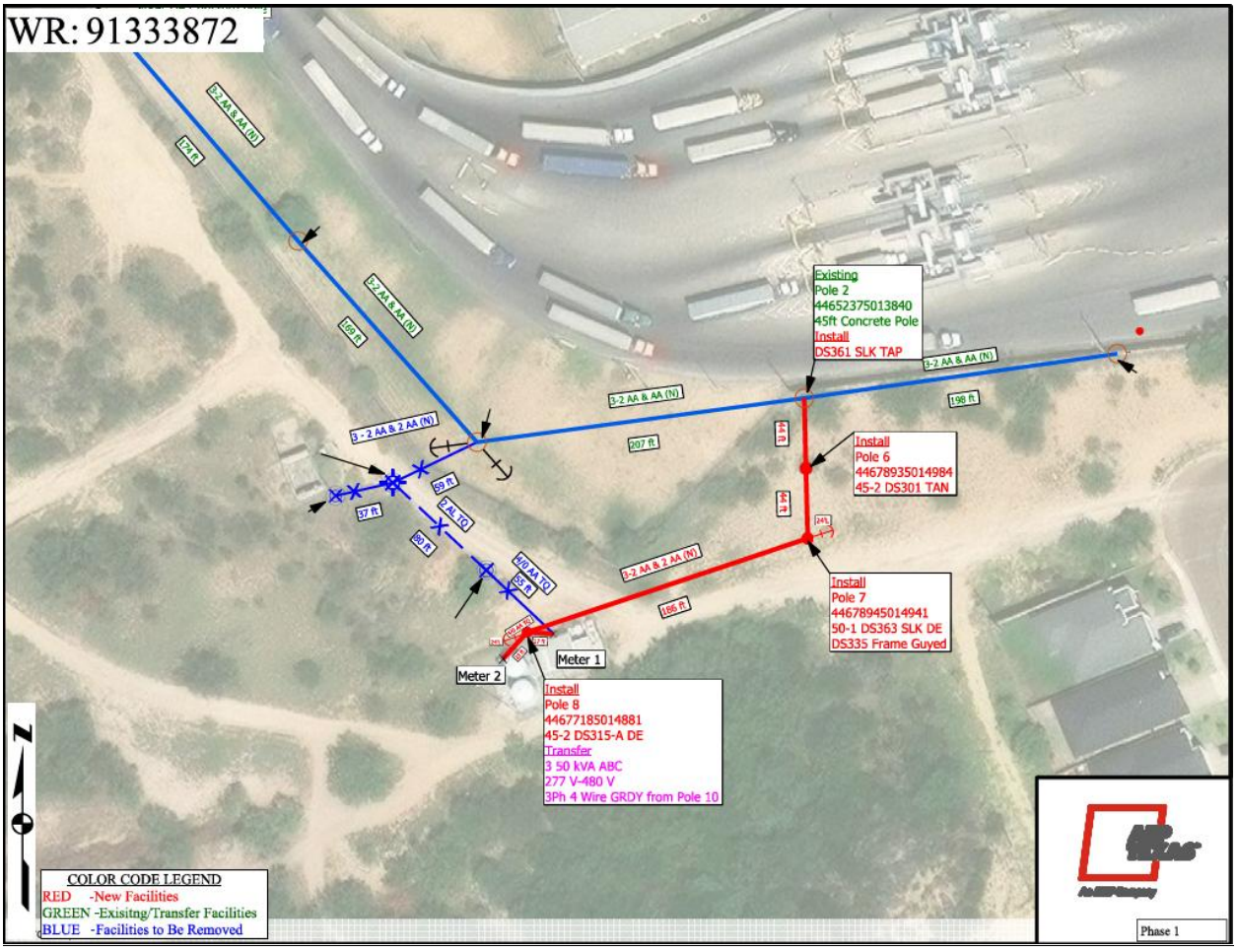
COLOR CODE LEGEND
RED -New Facilities
GREEN -Exisitng/Transfer Facilities
BLUE -Facilities to Be Removed

N

128

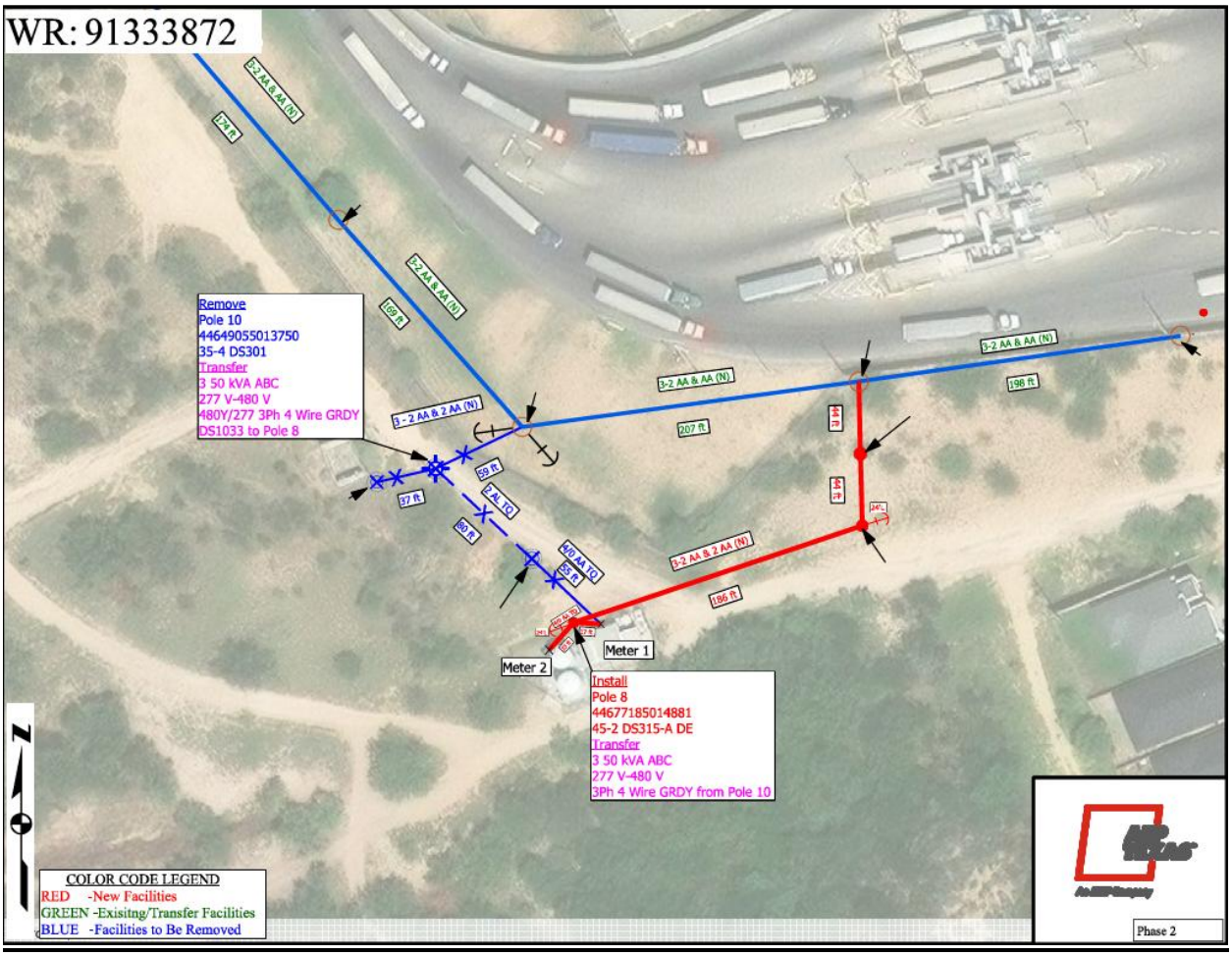


Phases of Construction for World Trade Bridge Expansion Project (Relocation of services for Irrigation System)



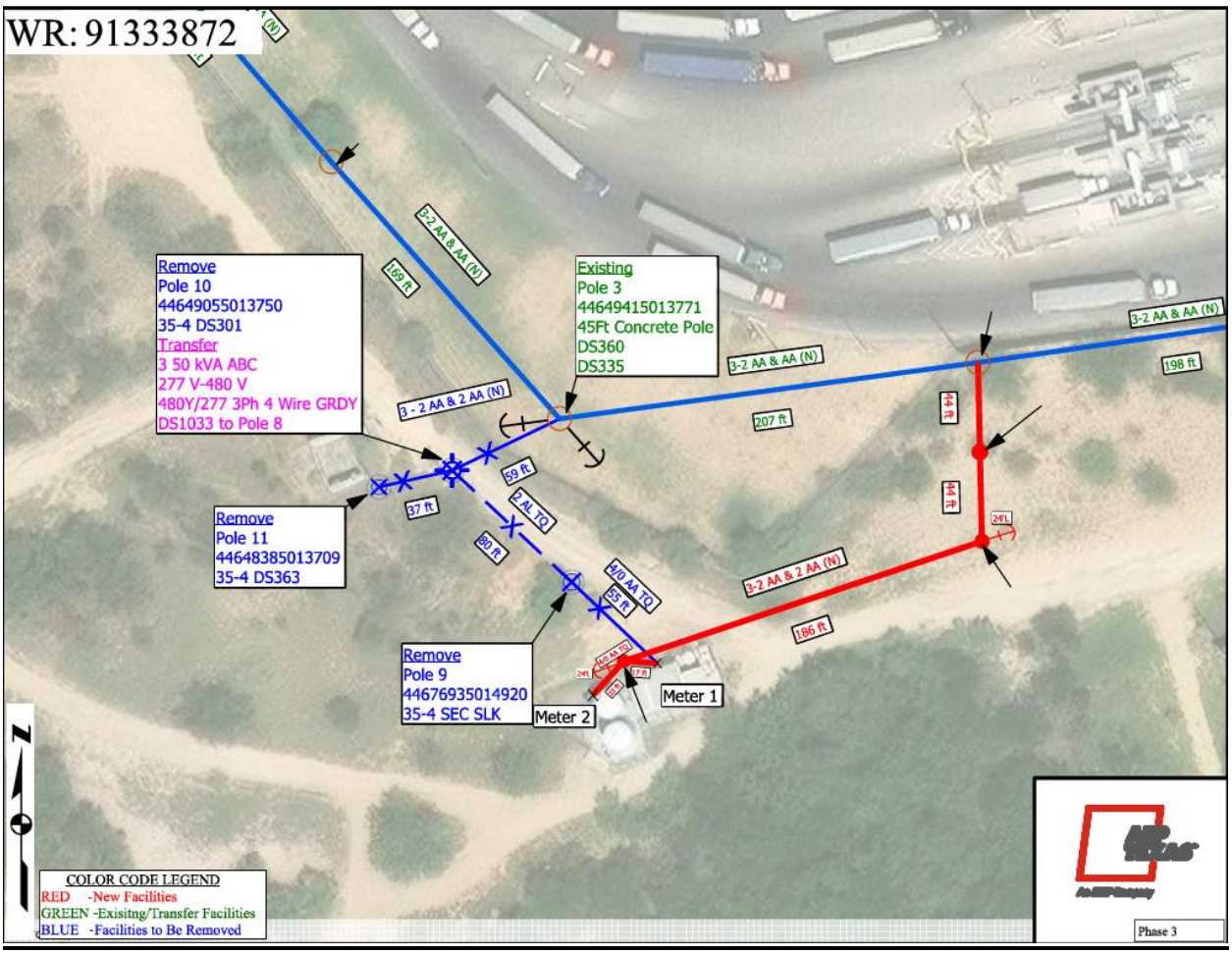
Phase 1

The AEP construction crew will begin by digging and putting up the poles 6, 7, and 8 as labeled in the design. Once the poles are up, they will install the framing and other equipment on the poles. Afterwards, the crew will begin connecting the cables to the corresponding poles starting from Pole 2 then Pole 6, Pole 7, and finally Pole 8. 4 separate electrical conductors will be installed throughout the route from Pole 2 to Pole 8. Before finalizing the installation of the cables, the crew will install the guy wires that will be used to support the structures at Pole 7 and Pole 8, both 24ft from the base of the two poles as indicated in the design. Finally, the crew will finish installing the cables by tightening the cables at the proper tension between Pole 7 to Pole 8.



Phase 2

The crew will transfer the 3 pot bank transformers that are currently at Pole 10 over to Pole 8. The outage for the transformer relocation will only affect the Embarcadero Irrigation system and not the main electrical distribution within the POE. The outage should only take 2-3 hours if everything is ready, such as the meters and the electricians being on standby to make the connections. All this construction will be done on the outside of the POE.



Phase 3

The construction crew will then begin removing the poles and de-energizing the old line. The crew will begin by disconnecting the electrical conductors at Pole 3. The crew will only need access inside the POE to remove the electrical conductors from Pole 3 which shouldn't take more than half an hour to do. Afterwards, the rest of the deconstruction will be outside of the POE. The crew will be removing the electrical conductors from Pole 10, Pole 11, and Pole 9. Once all the electrical conductors are remove, the crew will remove the Poles 10, 11, 9. The construction will most likely be done outside of operating hours as to not cause as much disruption to operations. As far as we are aware, the normal operating hours are from 8am – 12am Monday through Friday, and closed Saturday and Sunday. We can further coordinate a more optimal time and day to do construction when we are near the day of construction.

CP 460 (OH/UG) Rev. (01/21)
Town: Laredo TX261006
Submitted by: EC/GO WR#91333872

EASEMENT AND RIGHT OF WAY

CITY OF LAREDO, A MUNICIPAL CORPORATION, ("Grantor"), for and in consideration of Ten & 00/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC**., a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Webb County, Texas, to wit:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2026.

[Rest of this page intentionally left blank-Signature page follows]

TX261006
WR#91333872

CITY OF LAREDO,
A MUNICIPAL CORPORATION

By: _____
Joseph W. Neeb, City Manager

ATTEST:

By:_____
Mario Maldonado, Jr., City Secretary

APPROVED AS TO FORM:

By:_____
Doanh "Zone" T. Nguyen, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on this _____ day of _____, 2026, by Joseph W. Neeb, City Manager of the City of Laredo, a Municipal Corporation.

_____
NOTARY PUBLIC, State of Texas

(Seal)

EXHIBIT "A"
TX#91333872
WR#261006

METES & BOUNDS DESCRIPTION
15' UTILITY EASEMENT

Being a 15' utility easement containing 683.27 sq.ft of land, more or less, out of a tract of land, being the remainder of a 128.0839 acre tract, Lot 1, Block 1, Laredo Northwest International Bridge Plat , recorded in Volume 22, Page 86, Plat Records of Webb County, Texas; this 683.27 sq.ft utility easement being more particularly described as follows:

COMMENCING at a found 1/2" iron rod, along the eastern boundary line of said Lot 1, Block 1 remainder, **THENCE, South 47° 28' 13" West,** for a distance of **2,814.81 feet,** to a point being the common corner of said Lot 1, Block 1 remainder and a 64.617 acre tract, Tract C, conveyed to the United States of America by deed, recorded in Volume 3578, Pages 674-687, Official Public Records of Webb County, Texas, same being a point along the northern boundary line of a tract of land, being the remainder of 275.2385 acres, Mines Road Development, Ltd., recorded in Volume 1608, Pages 143-148, Official Public Records of Webb County, Texas, for the **southeast corner** and **POINT OF BEGINNING** of this 683.27 sq.ft utility easement hereof;

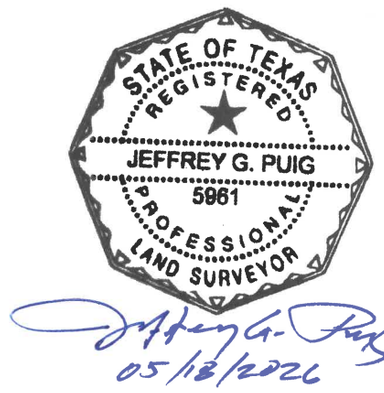
THENCE, **South 72° 02' 17" West,** along the northern boundary line of said Mines Road Development Tract, for a distance of **48.13 feet,** to a point, being the **southwest corner** and point of deflection to the right hereof;

THENCE, **North 17° 57' 43" West,** for a distance of **15.00 feet,** to a point, being the **northwest corner** and point of deflection to the right hereof;

THENCE, **North 72° 02' 17" East,** for a distance of **42.98 feet,** to a point, being the common boundary line of said Lot 1, Block 1 remainder and said Tract C, for the **northeast corner** and point of deflection to the right hereof;

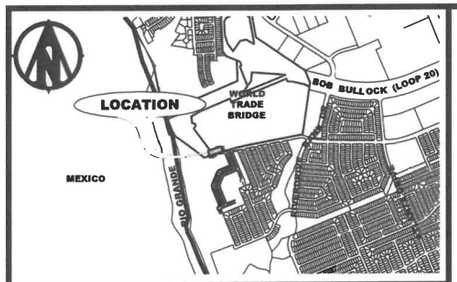
THENCE, **South 36° 54' 18" East,** along the common boundary line of said Lot 1, Block 1 remainder and said Tract C, for a distance of **15.86 feet,** to the **POINT OF BEGINNING,** containing 683.27 sq.ft, more or less.

BASIS OF BEARING: Based on NAD83, Texas State Planes, South Zone 4205, U.S. Foot.



05/18/2026

EXHIBIT "B"
TX#91333872
WR#261006



LOCATION MAP
SCALE: 1" = 4000'

LEGEND

- EASEMENT LINE
- LOT LINE
- EXISTING UTILITY EASEMENT
- BUILDING SETBACK
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD

ABBREVIATIONS:
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT-OF-WAY
- B/B = BACK OF CURB/BACK OF CURB
- B.S. = BUILDING SETBACK
- U.E. = UTILITY EASEMENT
- FIR = FOUND IRON ROD
- SIR = SET IRON ROD

UNITED STATES OF AMERICA
TRACT C - 64.617 ACRES
VOL. 3578, PGS. 674-687
O.P.R.W.C.T.

1.6882 ACRES
AEP EASEMENT
VOL. 3476, PGS. 181-194

1.6882 ACRES
AEP EASEMENT
VOL. 3476, PGS. 181-194

1.6882 ACRES
AEP EASEMENT
VOL. 3476, PGS. 181-194

1" = 50'
0 25 50
SCALE IN FEET

LOT 1

LOT 2
VILLAS SAN AGUSTIN, UNIT 7
VOL. 38, PGS. 92-94
P.R.W.C.T.

BLOCK 1

LOT 3

REMAINDER OF
275.2385 ACRES
MINES ROAD DEVELOPMENT, LTD.,
VOL. 1608, PGS. 143-148
O.P.R.W.C.T.

REMAINDER OF
128.0839 ACRES
LOT 1, BLOCK 1
CITY OF LAREDO
LAREDO NORTHWEST
INTERNATIONAL BRIDGE PLAT
VOL. 22, PGS. 86
P.R.W.C.T.

S 47° 28' 13" W - 2,814.81' FROM A FOUND 1/2" IRON ROD ALONG THE EASTERN BOUNDARY LINE OF A TRACT OF LAND, BEING THE REMAINDER OF 128.0839 ACRES, BEING THE **P.O.C.**

L1, L2, L3, L4

EXISTING PUMP STATION

LINE TABLE

LINE #	LENGTH	BEARING
L1	48.13'	S72° 02' 17"W
L2	15.00'	N17° 57' 43"W
L3	42.98'	N72° 02' 17"E
L4	15.86'	S36° 54' 18"E

NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR A TITLE INSURANCE DOCUMENT. THE PROPERTY MAY BE SUBJECT TO AND HAVE ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES NOT NOTED ON THIS SURVEY.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

JEFFREY G. PUIG, R.P.L.S.
No. 5961

05/18/2026
DATE

STATE OF TEXAS
REGISTERED
JEFFREY G. PUIG
5961
PROFESSIONAL
LAND SURVEYOR

BASIS OF BEARING:
BASED ON NAD 83, TEXAS STATE PLANES, SOUTH ZONE 4205, U.S. FOOT.

KCI TECHNOLOGIES
ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
7109 N. Bartlett Avenue, Suite 201
Laredo, Texas 78041
Phone: (956)729-7844
TBPE Registration No. F-10573
TBPLS Firm No. 10194365

SURVEY
15' AEP UTILITY EASEMENT

CONTAINING 683.27 SQ.FT., MORE OR LESS, OUT OF A TRACT OF LAND, BEING THE REMAINDER OF A 128.0839 ACRE TRACT, LOT 1, BLOCK 1, LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT, RECORDED IN VOLUME 22, PAGE 86, PLAT RECORDS OF WEBB COUNTY, TEXAS

FILENAME: 683 SQ.FT. - 15' Utility Easement - Survey.dwg	
STATUS: FINAL	DRAWN BY: R.H.
CHECKED BY: E.L.O.	APPROVED BY: J.G.P.
DATE: 04/24/2026	REVISED DATE: ---
PROJECT NO.: 702401955	

1
SHEET
1 OF 1

INTRODUCTORY ORDINANCE 26-O-XXXX

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY LEGAL DOCUMENTS GRANTING AEP TEXAS, INC., A 15' UTILITY EASEMENT AND RIGHT OF WAY CONTAINING 683.27 SQ. FT OF LAND, MORE OR LESS, OUT OF A TRACT OF LAND, BEING THE REMAINDER OF A 128.0839 ACRE TRACT, LOT 1, BLOCK 1, LAREDO NORTHWEST INTERNATIONAL BRIDGE PLAT, RECORDED IN VOLUME 22, PAGE 86, PLAT RECORDS OF WEBB COUNTY, TEXAS, THIS 683.27 SQ. FT. UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY EXHIBIT "A" ATTACHED HERETO AND MADE PART OF, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AEP Texas Inc., is requesting this Utility Easement and Right-of-Way as part of the relocation project at the City of Laredo World Trade Bridge;

WHEREAS, this is required to redirect three (3) new electrical poles for the relocation of the Embarcadero Water System (Fasken Ltd.) irrigation system relocation project; and

WHEREAS, it is in the best interest of the City of Laredo to convey the easement to AEP Texas, Inc. as described in the attached Exhibit "A."

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "Zone" T. NGUYEN
CITY ATTORNEY

Exhibit "A"

METES & BOUNDS DESCRIPTION

15' UTILITY EASEMENT

Being a 15' utility easement containing 683.27 sq. ft. of land, more or less, out of a tract of land, being the remainder of a 128.0839 acre tract, Lot l, Block l, Laredo Northwest International Bridge Plat, recorded in Volume 22, Page 86, Plat Records of Webb County, Texas; this 683.27 sq. ft. utility easement being more particularly described as follows:

COMMENCING at a found 1/2" iron rod, along the eastern boundary line of said Lot l, Block l remainder, **THENCE, South 47° 28' 13" West,** for a distance of **2,814.81 feet,** to a point being the common comer of said Lot l, Block l remainder and a 64.617 acre tract, Tract C, conveyed to the United States of America by deed, recorded in Volume 3578, Pages 674-687,
Official Public Records of Webb County, Texas, same being a point along the northern boundary line of a tract of land, being the remainder of 275.2385 acres, Mines Road Development, Ltd., recorded in Volume 1608, Pages 143-148, Official Public Records of Webb County, Texas, for the **southeast corner** and **POINT OF BEGINNING** of this 683.27 sq. ft. utility easement hereof;

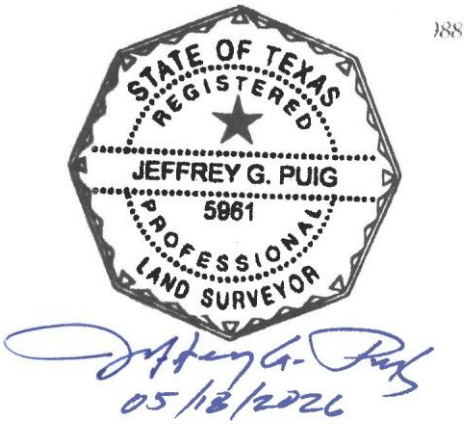
THENCE, **South 72° 02' 17" West,** along the northern boundary line of said Mines Road Development Tract, for a distance of **48.13 feet,** to a point, being the **southwest corner** and point of deflection to the right hereof;

THENCE, **North 17° 57' 43" West,** for a distance of **15.00 feet,** to a point, being the **northwest corner** and point of deflection to the right hereof;

THENCE, **North 72° 02' 17" East,** for a distance of **42.98 feet,** to a point, being the common boundary line of said Lot l, Block l remainder and said Tract C, for the **northeast corner** and point of deflection to the right hereof;

THENCE, **South 36° 54' 18" East,** along the common boundary line of said Lot l, Block l remainder and said Tract C, for a distance of **15.86 feet,** to the **POINT OF BEGINNING,** containing 683.27 sq. ft, more or less.

BASIS OF BEARING: Based on NAD83, Texas State Planes, South Zone 4205, U.S. Foot.



City of Laredo

City Council

Meeting Date: 8/17/2026 **Introductory Ordinance 14.**

SUBJECT
An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy.

PREVIOUS COUNCIL ACTION
Adoption of Investment Policy by Ordinances 95-O-288 and subsequently amended by various including: 2022-O-167, 2023-O-154, 2024-O-163 and 2025-O-146.

BACKGROUND
The Public Funds Investment Act, Chapter 2256 of the Texas Government Code requires that the Investment Policy for the City be reviewed at least annually and that the same be adopted by rule, order, resolution, or ordinance stating that it has been reviewed and adopted any amendment to the policy. The current policy has been reviewed by the City's Investment Advisors and City Staff and updates to the broker/dealer list and minor changes have been made.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2026-O-___

Amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to:

1. UPDATE INVESTMENT OFFICER TITLES,
2. MAKE MINOR LANGUAGE ADJUSTMENTS,
3. ADD UPDATED BROKER/DEALER LIST AS ATTACHMENT A

WHEREAS, the City's investment policy is embodied in Article VI of Chapter 2 of the Code of the ordinance of the City of Laredo; and

WHEREAS, the Finance Director recommends that said Article VI be amended, first, to insert minor punctuation and typing edits; and

WHEREAS, the Finance Director recommends subsidiary editing in order to have Article VI of Chapter 2 of the Code of Ordinance conform with Chapter 2256 of the Government Code, popularly known as the Public Funds Investment Act.

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

Section 1. Article VI "Investment Policy" of Chapter 2 "Administration" of the Code of Ordinances is amended as follows:

Chapter 2 – Administration

Article VI – Investment Policy

Sec. 2-250. Policy

It is the policy of the City of Laredo ("City") to invest all available funds to the maximum extent possible at the risk appropriate rates obtainable at the time of investment with the maximum security while meeting the cash flow demands of the City and conforming with federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code Chapter 2256 – The Public Funds Investment Act ("Act").

Sec. 2-251. Scope

This Investment Policy applies to all funds of the City as accounted for in the City's general ledger system and disclosed in the City's Annual Comprehensive Financial Report, with the exception of the Laredo Firefighters Retirement System. The Policy applies to all funds including but not limited to operating funds and proceeds from bond issues. The City's fund types include:

- General Fund

- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds, including Debt Service Reserves
- Trust and Agency Funds
- Debt Service Funds
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

Pooling of Funds. Except for cash in certain restricted funds, the City will consolidate cash balances from all funds to optimize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Sec. 2-252. Standard of Care

The standard of care to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The prudent person standard states that investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

Investment Officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and an appropriate action is taken to control adverse developments.

Sec. 2-253. Objectives

Investment of funds shall be governed by the following investment objectives:

A. Preservation and safety of principal

Investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value. This will be attained through the diversification of the investment portfolio to mitigate credit risk and market risk.

B. Liquidity

The investment portfolio is an integral element in the City's cash management program. As such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

C. Yield

The investment portfolio shall be designed with the objective of attaining an overall yield commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-254. Delegation of Authority

A. City of Laredo Investment Authority

City depository and investment authority is established within the office of the City Manager in the Charter of the City of Laredo, Texas (1995, Section 6.20). By the authority of the City Charter (Section 3.05(4)), the City Manager hereby designates, with the approval of City Council, the Finance Director and the Assistant Finance Director of the City as Investment Officers and, as such, are responsible for depositing funds, investing such funds, assuring that each investment has the proper and authorized collateral, monitoring investments, assuring the security of the City's principal and interest, receiving and reporting principal and interest at the maturity of each investment, and providing the proper documentation and reports on such investments to the City Manager and the City Council.

To ensure the quality and capability of investment management, the Investment Officers shall attend investment training sessions as required by and in compliance with the Act. Authorized training sources are the Texas Municipal League, Government Finance Officers Association of Texas, Government Treasurers' Organization of Texas, Government Finance Officers Association, Association of Public Treasurers of the United States and Canada, American Institute of Certified Public Accountants, Council of Governments, and University of North Texas.

B. Delegation and Restriction of Investment Authority

Responsibility and authority for the City's investment policies and procedures reside with the City Manager. Responsibility and authority for investment transactions reside with the City's Investment Officers and, as such, they are fully authorized to buy, sell, and trade investments in accordance with the City's Investment Policy and the Act.

Certain bonded officials share signatory responsibilities with the Financial Services Department for backup purposes. These officials are the City Manager, Deputy City Manager, and Assistant City Manager(s). The persons holding these positions are also authorized to transact wire transfers. However, only the City's Investment Officers are authorized to transact investments.

Bonding of all Financial Services Department staff with signatory authority is required, and such bonding requirements will also apply to those individuals authorized to place, purchase, or sell investment instruments.

Sec. 2-255. Ethics and Conflict of Interest

The City's Investment Officers shall refrain from any personal business activity that could conflict with the administration of the investment program or which could compromise their ability to carry on the City's investment business impartially. In this respect, the Investment Officers shall file a statement disclosing any personal business relationship with a business organization (to include investment pools) offering to engage in an investment transaction with the City. At the same time, any relationship within the second degree by affinity or consanguinity as determined under Chapter 573 (Texas Government Code) to an individual seeking to sell investment products to the City shall be disclosed in statements filed by the Investment Officers. These statements must be filed with the Texas Ethics Commission and the City Council.

For purposes of this section, an Investment Officer has a personal business relationship with a business organization if:

A. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

B. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or

C. The Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

Sec. 2-256. Authorized Broker/Dealers

The Investment Officers will maintain a list of broker/dealers and local government pools that are authorized to provide investment services. The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City (Attachment A). Authorization to join eligible Local Government Pools will be authorized by City Council through a resolution.

All broker/dealers must be registered and certified with the Texas State Securities Board, Financial Industry Regulatory Authority (FINRA), and Securities and Exchange Commission (SEC), as applicable. Repurchase Agreements will be transacted only with "primary" dealers or financial institutions doing business in this State.

When requested, all broker/dealers who desire to become qualified for the aforementioned list must supply the following, as appropriate: audited financial statements, proof of registration and certification as noted above, and completed broker/dealer questionnaire.

All investment transactions will be analyzed on a competitive basis. Responses from other broker/dealers will also be documented. Quotes may be submitted in writing or by email, telephone, or facsimile.

All securities purchased shall be consummated on a delivery versus payment basis. The City will maintain a safekeeping account with the current depository banks and/or at a Federal Reserve Bank for delivery of securities.

A written copy of the Investment Policy shall be presented to any person offering to engage in an investment transaction with the City. The qualified representative of any local government investment pool or discretionary investment management firm (i.e. business organization) offering to engage in an investment transaction with the City shall execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The Investment Officers may not acquire or otherwise obtain any authorized investment described in the Investment Policy from a person who has not delivered to the City the instrument required in this section. Nothing in this section relieves the City of the responsibility for monitoring the investments made by the City to determine that they are in compliance with the Investment Policy.

Sec. 2-257. Investment Advisors

Investment advisors shall adhere to the spirit, philosophy and specific terms of this Policy and shall advise within the same "Standard of Care". Selected investment advisors must be registered under the Investment Advisors Act of 1940 or with the State Securities Board.

Sec. 2-258. Authorized Investments

The City is empowered by statute to invest in the following:

A. Obligations of, or Guaranteed by, Governmental Entities.

1. Except as provided by 2, the following are authorized investments under this section:
   - Obligations of the United States or its agencies and instrumentalities including letters of credit and the Federal Home Loan Banks;
   - Direct obligations of this state or its agencies and instrumentalities;
   - Collateralized mortgage obligations, or similar obligations, directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, and pass-through mortgage back securities directly issued by a federal agency or instrumentality of the United States;

- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

2. The following are not authorized investments under this section:
   - Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
   - Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
   - Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
   - Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

B. Financial Institution Deposits.

1. A deposit is an authorized investment under this section if the deposit is with a state or national bank, a savings bank, or a state or federal credit union that has its main office or a branch office in this State and is:

   - Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
   - Secured by obligations as required by Sec. 2-259. Collateralization.

2. A deposit placed through a depository institution or authorized broker that has a main office or a branch office in this State that participates in a program that fully insures the deposit plus accrued interest and meets the requirements of the Act is additionally authorized.

C. Repurchase Agreements.

1. A fully collateralized repurchase agreement is an authorized investment under this section if the repurchase agreement:

   - Has a defined termination date;
   - Is secured by cash or obligations in compliance with the Act; and
   - Requires the cash or securities being purchased by the City to be pledged to the City, held in an account in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
   - Is placed through a primary government securities dealer as defined by the Federal

Reserve, or a financial institution doing business in this State.

2. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date the eligible obligations, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

3. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

4. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature no later than the expiration date stated in the reverse security repurchase agreement.

D. Mutual Funds.

1. A no-load money market mutual fund is an authorized investment under this section if the mutual fund:

   - Is registered with and regulated by the Securities and Exchange Commission and provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and
   - Includes in its investment objectives the maintenance of a stable net asset value of $1.0000 for each share.

2. The City shall not invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Investment Pools.

The City may invest its funds and funds under its control through an eligible investment pool if the pool operates in compliance with the Act, invests in a manner consistent with the risk criteria of this Policy, and City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool.

F. Existing Investments.

The City is not required to liquidate investments that were authorized at the time of purchase.

G. Rating of Certain Investment Pools.

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating agency.

H. Monitoring Credit Ratings and Effect of Loss of Required Rating.

Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has an Act required minimum rating. An investment that requires a minimum rating under this section does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.

Sec. 2-259. Collateralization

In agreement with the requirements of the Act and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code, it is the Policy of the City that collateral will be required on financial institution deposits and repurchase agreements with a market value greater than or equal to 102%, unless secured with irrevocable letters of credit at 100%, of the City's deposits plus accrued interest, less any amount insured by the FDIC or NCUSIF. Acceptable forms of collateral are those included in the Public Funds Collateral Act.

The City reserves the right to accept or reject any form of collateral. The right of substitution will be granted, with the approval of an Investment Officer.

Collateral will be held and maintained as noted under the caption "Safekeeping and Custody".

Sec. 2-260. Safekeeping and Custody

All purchased securities shall be held in safekeeping by either the City, the City's account in a third-party financial institution, or the City's safekeeping account at its designated depository bank. Signatures authorized on the safekeeping accounts are those identified in Sec. 2-254, Delegation of Authority B. Transfers of securities in safekeeping shall be processed with written confirmations. The confirmation will be used for documentation and retention purposes. Securities rendered for payment will always be sent Delivery versus Payment to the City's designated safekeeping bank.

Pledged collateral shall be held in custody by the City's Custodian(s).

Sec. 2-261. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of authorized investments included herein. Investment in any one pool is limited to 50% of the City's total investment portfolio.

Sec. 2-262. Maximum Maturities

To the extent possible, the City will attempt to match its investments with projected cash flow requirements. Unless matched to a specific cash flow, the City's investment with maturities exceeding two (2) years will not exceed twenty-five percent (25%) of the total portfolio. The maximum maturity of any investment will not exceed ten (10) years to maturity. However, the City may collateralize its deposits and repurchase agreements using approved collateral that exceeds ten (10) years to maturity.

Sec. 2-263. Internal Control

The external audit firm, as part of the City's annual financial audit, will perform a compliance audit of management controls on investments and adherence to the City's Investment Policy.

Sec. 2-264. Performance Benchmark

It is the Policy of the City to purchase investments, and hold them until maturity, with maturity dates coinciding with cash flow needs. Through this strategy, the City attempts to purchase the highest yielding allowable investments available on the market at that time, considering risk constraints. Market value will be calculated at least on a quarterly basis on all securities owned and compared to current book value of those securities. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U. S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. "Weighted Average Yield to Maturity" shall be the performance measurement standard for the portfolio.

Sec. 2-265. Reporting

The City Manager, through the Investment Officers, will prepare and submit to City Council on a quarterly basis a written report of investment transactions for all funds covered by this Policy for the preceding period. The report must:

A. Describe in detail the investment position of the City on the date of the report;

B. Be prepared jointly by all Investment Officers;

C. Be signed by each Investment Officer;

D. Contain a summary statement prepared for each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period;

E. State the book value and market value, of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested. In defining market value, sources independent of the investment providers will determine valuations and considerations will be given to GASB Statements No. 31 and 72;

F. State the maturity date of each separately invested asset that has a maturity date;

G. State the account or fund or pooled group fund in the City for which each individual investment was acquired; and

H. State the compliance of the investment portfolio as it relates to the Investment Strategy expressed in the City's Investment Policy and relevant provisions of the Act.

If the City invests in other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of certificates of deposit, money market accounts, or similar accounts, the reports prepared by Investment Officers, as included in this section, shall be formally reviewed at least annually by an independent auditor, in conjunction with the annual financial audit, and the result of the review shall be reported to the City Council by that auditor.

Sec. 2-266. Investment Policy Adoption

The City's Investment Policy shall be adopted by ordinance of the City Council.

The City Council shall review the Investment Policy and Investment Strategies annually, and it shall by ordinance state that it has reviewed the Investment Policy and Investment Strategies and that said ordinance so adopted includes any changes made to either the Investment Policy or Investment Strategies.

Investment Policy adopted by City of Laredo Ordinance No. 95-O-228; Amended by the following Ordinances: 97-O-225; 98-O-279; 2001-O-218; 2002-O-256; 2006-O-251; 2007-O-243; 2008-O-250; 2010-O-002; 2011-O-061; 2012-O-081; 2013-O-079; 2014-O-076; 2015-O-089; 2016-O-90; 2017-O-111;2018-O-170; 2019-O-182; 2020-O-157, 2022-O-167, 2023-O-154, 2024-O-163, and 2025-O-146.

Sec. 2-267. Depository for City Funds

The City Council shall designate a banking institution as the primary depository for the funds of the City. The bank shall be selected through a formalized solicitation process in response to a City request for application outlining all services required. The banking services contract shall comply with the City Charter and any statutory requirements. The designation of the primary depository bank does not preclude the City from entering into other depository contracts for the purpose of receiving investment or other bank services.

Sec. 2-268. Investment Strategy

The City's Investment Portfolio is a combination of all the City funds with the exception of the Laredo Firefighters Retirement Fund. The following investment strategy applies to the City's Investment Portfolio. The portfolio is maintained to meet anticipated daily cash requirements for the City's operations, debt service payments, and capital projects while

investing to the maximum extent possible at risk-appropriate rates obtainable at the time of the investment.

The overall objectives of the portfolio are:

A. Suitability

Any investments eligible in the Investment Policy are suitable for City funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

B. Preservation and safety of principal

The investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. This will be attained through the diversification of the portfolio and by investing in high-quality investments for which a strong secondary market exists, where applicable.

C. Liquidity

The portfolio is an integral element of the City's cash management program, and as such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. This will be accomplished by structuring the portfolio so that investments mature concurrent with cash need to meet anticipated demands. A portion of the portfolio also may be placed in stable-value investment options that offer same-day liquidity for short-term funds.

D. Marketability

Securities with active and efficient secondary markets will be utilized for funds in the event of an unanticipated cash flow requirement.

E. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of Authorized Investments.

F. Yield

The investment portfolio shall be designed with the objective of attaining an overall return commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-269. Investment Strategy by Fund Type

A. General and Enterprise Operating Funds

Operating Funds will have as their primary objective to assure that cash flows are matched while obtaining reasonable market yields. This will be accomplished by purchasing quality, short-term investments in a laddered structure, or utilizing other liquid alternatives.

The dollar weighted average will be 270 days or less to accomplish this goal. The portfolio shall be diversified to protect against credit and market risk in any one sector. No investment will be purchased with maturity over twenty-four (24) months.

B. Capital Project and Special Purpose Funds

Capital Project and Special Purpose Funds will have as their primary objective to ensure that anticipated cash flows are matched with adequate investment liquidity. No funds will be invested longer than the related anticipated expenditures.

These portfolios should have adequate liquid, stable-value investment options to allow for unanticipated project expenditures or accelerated project outlays. The dollar weighted average life of the portfolio should match the weighted average life of the expenditures. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

The City will have an arbitrage rebate calculation performed as needed to determine the income, if any, that has exceeded the arbitrage yield of bonds. Any positive arbitrage income will be rebated to the Federal Government according to arbitrage regulations. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield on the applicable bond.

B. Debt Service Fund and Debt Service Reserve

Debt Service Funds shall have as the primary objective the guarantee of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased will not have maturity dates that exceed the next debt service payment date until the preceding debt service payment is fully funded.

Debt Service Reserve will have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund within the limits set forth by the bond ordinance or debt covenants specific to each individual bond issue.

Section 2. This ordinance shall become effective upon the final reading of this ordinance.

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

_____
DR. VICTOR D. TREVIÑO, MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

_____
APPROVED AS TO FORM
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Attachment A

List of Authorized Broker/Dealers

- FHN Financial
- Great Pacific
- Multi-Bank Securities
- Oppenheimer
- Pershing Advisor Solutions: Cresta Advisors
- SAMCO Capital Markets
- Wells Fargo Securities*

*Denotes Primary Dealer

City of Laredo

City Council

Meeting Date: 8/17/2026 **Final Readings 15.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1005, Eastern Division, located at 1007 South Meadow Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-062-2026
District II

Council District: District 2 **Zone Case:** ZC-062-2026

Letters sent to property owners: 9

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 8 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Does not support
Staff supports the application.

Comprehensive Plan Alignment Review

ZC-062-2026

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1. Level of Alignment

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

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

Neighborhood Mixed-Use Future Land Use

"A mix of residential, retail, office, and service uses designed to serve nearby neighborhoods."

Page 1.23
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:

The Future Land Use designation for the subject property is **Neighborhood Mixed Use**, which supports neighborhood-oriented commercial and service uses. The proposed **B-3 Community Business District** is consistent with this designation, as noted in the staff report, which states that the Neighborhood Mixed Use designation allows B-3 zoning districts.

Policy 1.2.2

"Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods."

Policy 1.2.2 – Page 1.28
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:

The proposed rezoning is adjacent to existing B-3 zoning districts and established commercial uses, including restaurants, retail businesses, a reception hall, and an automobile dealership. The request expands an existing commercial pattern rather than introducing a new isolated commercial area, supporting compatibility with surrounding land uses.

Policy 3.1.1

"Encourage development along major transportation corridors that supports economic development while maintaining compatibility with adjacent land uses."

Policy 3.1.1 – Page 3.14
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:

The B-3 Community Business District is intended to serve areas located along minor and principal arterial streets. The proposed rezoning supports commercial activity in an area already characterized by established businesses while maintaining compatibility with surrounding development.

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."

Policy 5.2.1 – Page 5.32
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:

The proposed rezoning promotes redevelopment within an existing developed area that is already served by public infrastructure and surrounded by commercial uses, supporting efficient land utilization and infill development.

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3. Summary of Alignment

The proposed rezoning from **R-1A to B-3** demonstrates **Strong alignment** with the *Viva Laredo Comprehensive Plan*.

The property is designated **Neighborhood Mixed Use**, a future land use category that supports neighborhood-serving retail, office, and service uses. The staff report specifically concludes that the proposed B-3 zoning district conforms to the Comprehensive Plan because the Neighborhood Mixed Use designation allows B-3 zoning.

Additionally, the site is contiguous to existing B-3 zoning districts and is surrounded by established commercial businesses. The rezoning extends an existing commercial development pattern rather than creating an isolated commercial district. Staff further determined that the request is not anticipated to adversely influence living conditions within the neighborhood and is compatible with surrounding land uses.

The proposal advances several broader planning objectives by encouraging orderly commercial growth, promoting infill development, supporting economic development, and maintaining compatibility with adjacent development patterns.

Broader Planning Themes

The proposal supports several key planning themes identified in the Comprehensive Plan, including:

- **Economic Development** through expansion of neighborhood-serving commercial opportunities.
- **Infill and Redevelopment** by utilizing property within an existing developed area.
- **Neighborhood Compatibility** through expansion of an established commercial corridor rather than creating isolated commercial zoning.
- **Mobility** by locating community-serving commercial uses along an established arterial corridor.
- **Orderly Growth Management** by maintaining consistency between zoning and the adopted Future Land Use designation.

Final Determination

☑ Strong Alignment

The proposed rezoning is **strongly aligned** with the *Viva Laredo Comprehensive Plan* because it is consistent with the **Neighborhood Mixed Use** Future Land Use designation, expands an established commercial area, promotes infill development, and supports neighborhood-serving commercial uses without creating an isolated or incompatible zoning pattern.

City Council-Regular Meeting

Date: 8/17/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Javier De Leon, Owner
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-141 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1005, Eastern Division, located at 1007 South Meadow Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-062-2026
District II

PREVIOUS COUNCIL ACTION

On August 3, 2026, City Council made a motion to table the item.
On July 27, 2026, City Council made a motion to introduce the item.

BACKGROUND

Council District: II – Cm. Ricardo Richie Rangel Jr.

Proposed use: The proposed use is commercial

- The applicant did not specify the specific proposed use.

Site: The site is currently occupied by the Znack Zone.

Surrounding land uses: To the north of the site is vacant developed land. To the east of the site is Buena Vista Avenue, Tacos Lira (restaurant), Preciosa Drive Thru (Beer Store), reception hall, manufactured homes, single-family residential uses, and vacant developed land. To the south of the site is Barrios street, Razo Auto Sales (car dealership), vacant developed land, and vacant building. To the west of the site is Meadow Avenue, Templo Revelacion (church), Priscillas Diamond Hall (reception hall), Chacon Bat Park, 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 Meadow Avenue as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 9
Inside: In Favor: 0 **Opposed:** 0 **Outside: In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 8 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. The proposed zone change 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 allows B-3 zoning districts.
2. The proposed site is abutting B-3 zoning districts to the east and south of the site.
3. The proposed B-3 zoning district is compatible with the established surrounding businesses like Tacos Lira (restaurant), Preciosa Drive Thru (Beer Store), a reception hall, and Razo Auto Sales (car dealership).

Notice to the owner/applicant:

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

IMPACT ANALYSIS

B-3. The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
The site is near commercial businesses like Tacos Lira (restaurant), Preciosa Drive Thru (Beer Store), a reception hall, and Razo Auto Sales (car dealership).

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the proposed zone will not create an isolated zoning district, theres B-3 zoning districts to the east and south of the site.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

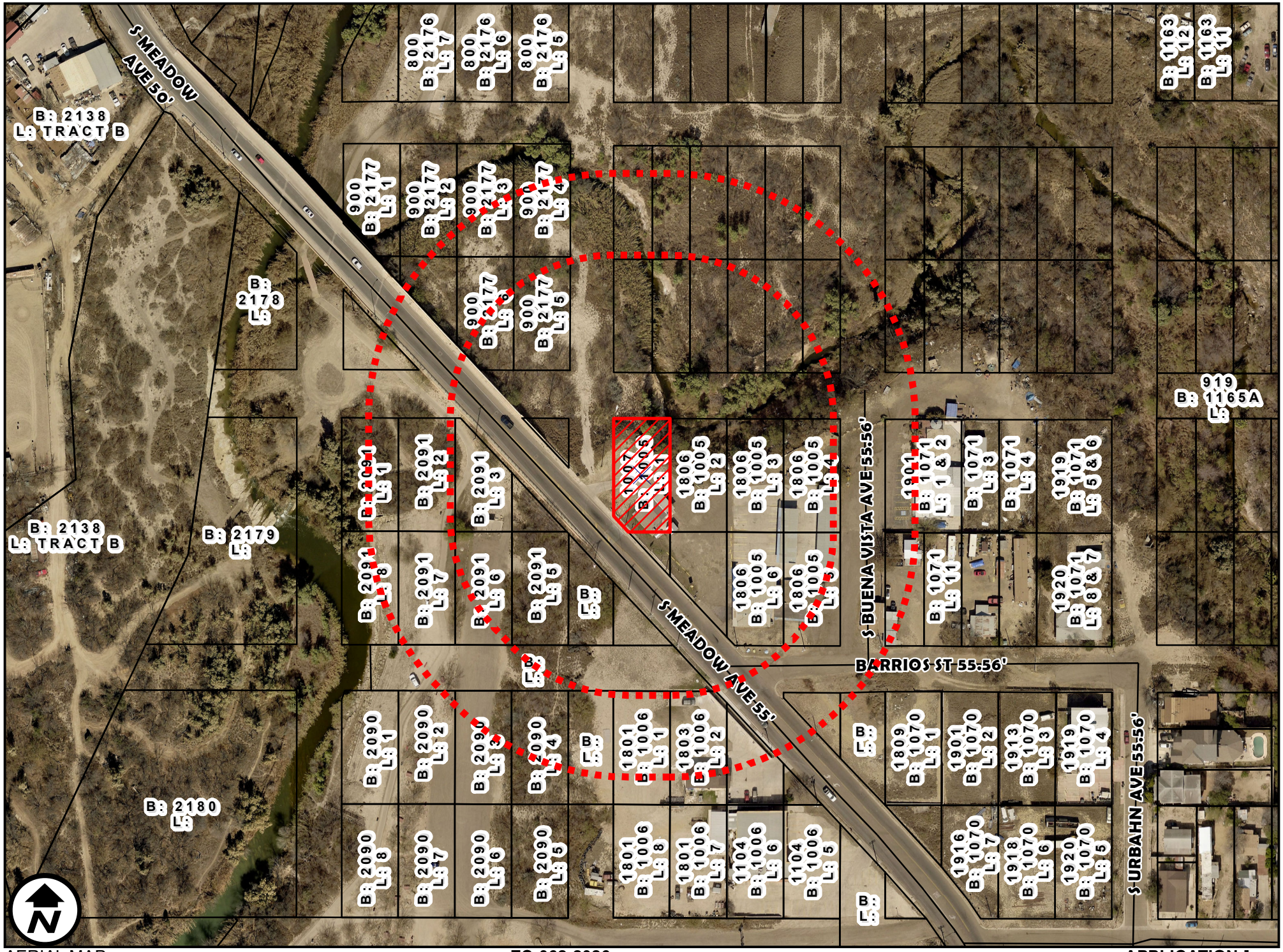
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
The applicant did not specify the specific proposed use.

Attachments

Comp Plan Alignment

Maps

Ordinance

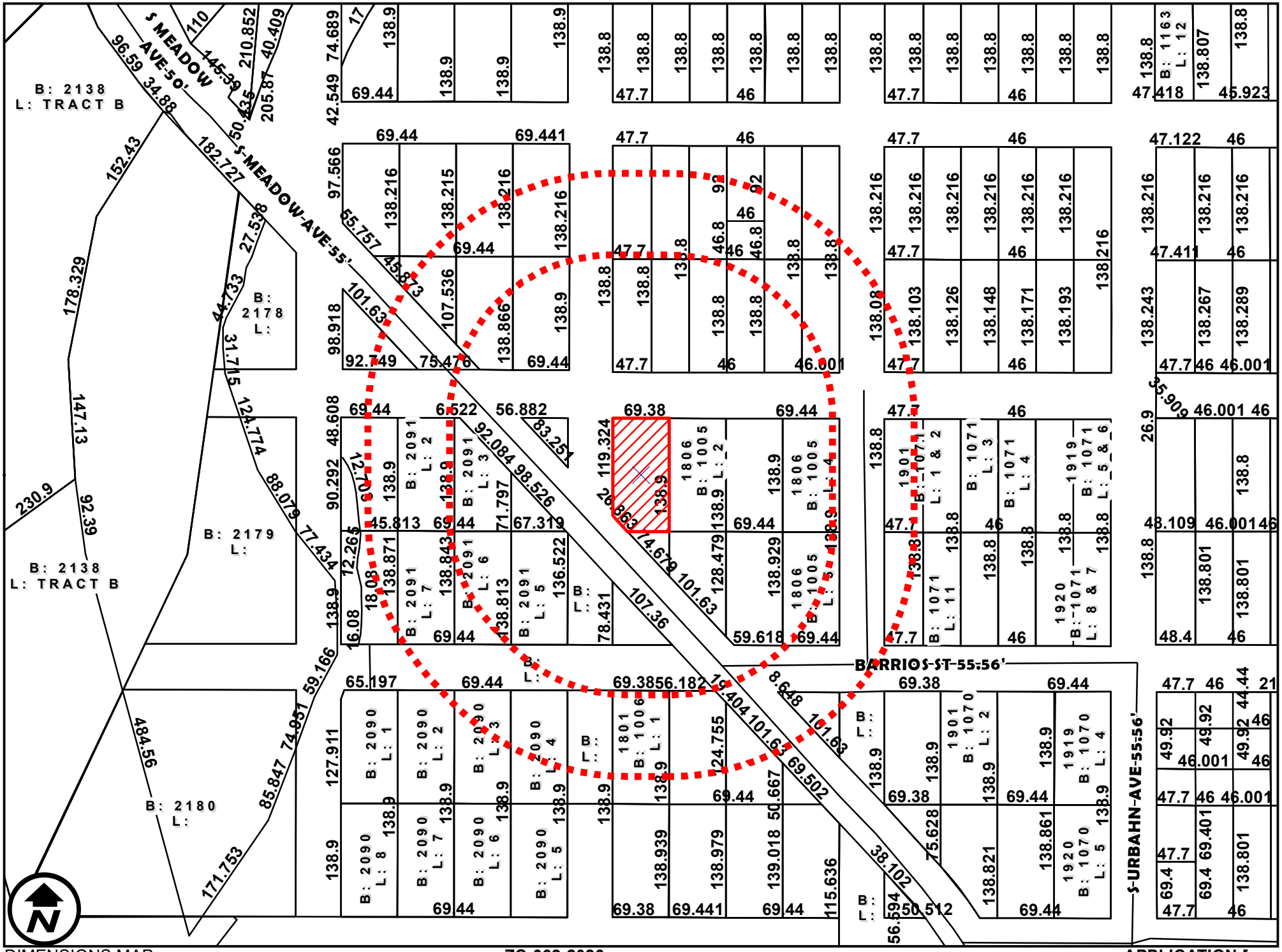


AERIAL MAP

1 inch = 150 feet

ZC-062-2026
COUNCIL DISTRICT 2
1007 SOUTH MEADOW AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

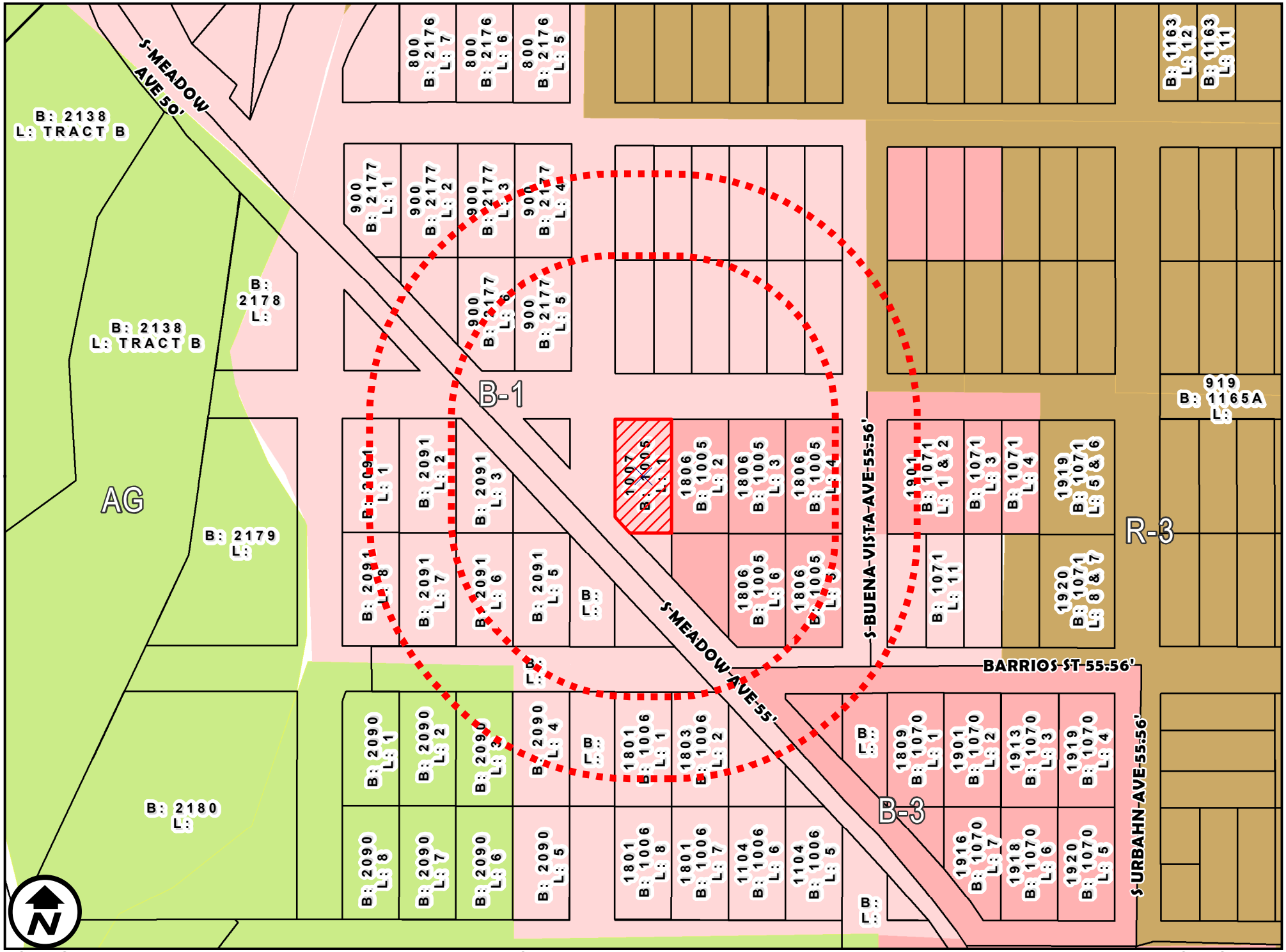


DIMENSIONS MAP

1 inch = 150 feet

ZC-062-2026
COUNCIL DISTRICT 2
1007 SOUTH MEADOW AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP

1 inch = 150 feet

ZC-062-2026
COUNCIL DISTRICT 2
1007 SOUTH MEADOW AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

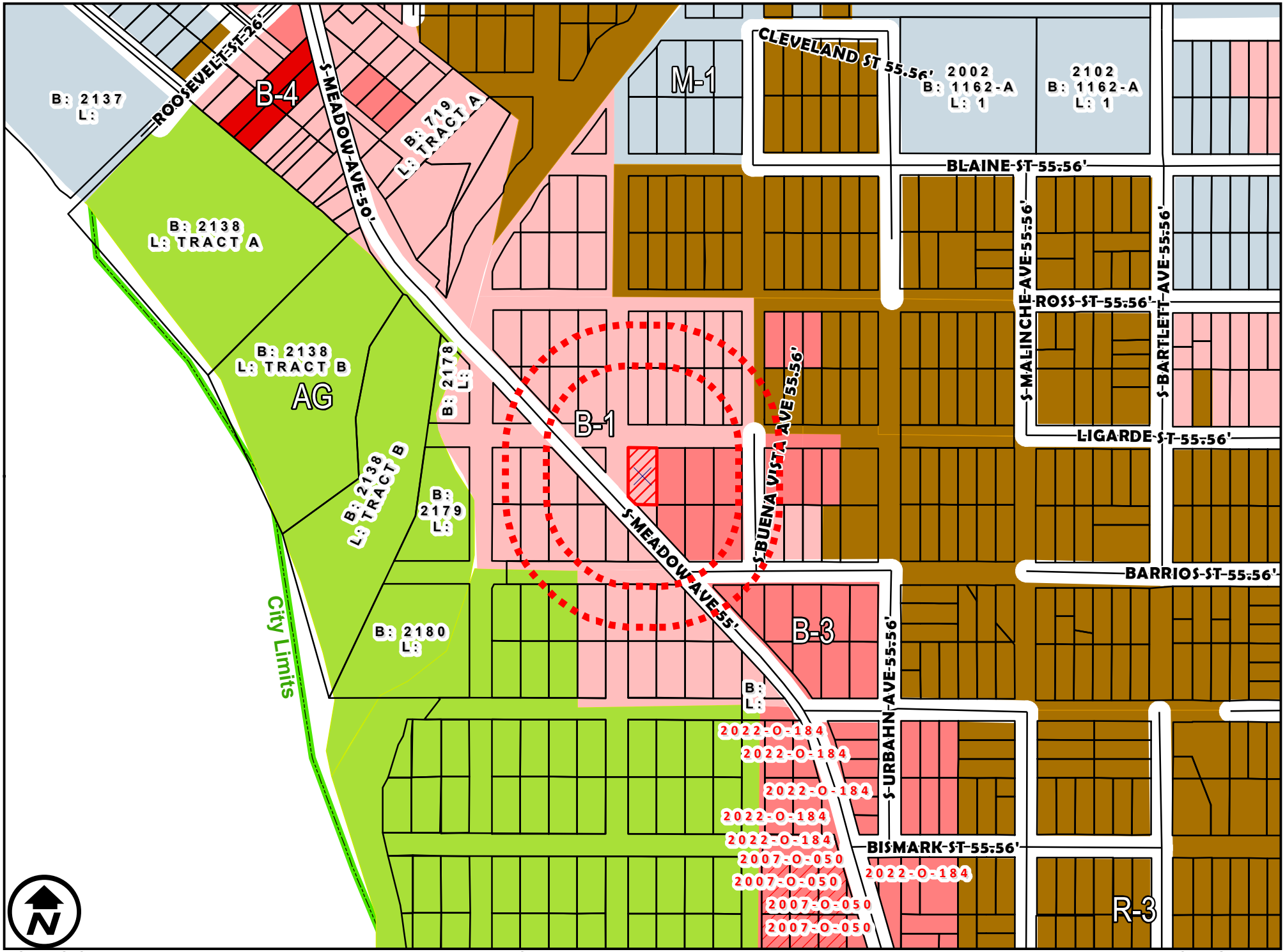


SURVEY MAP

1 inch = 150 feet

ZC-062-2026
COUNCIL DISTRICT 2
1007 SOUTH MEADOW AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

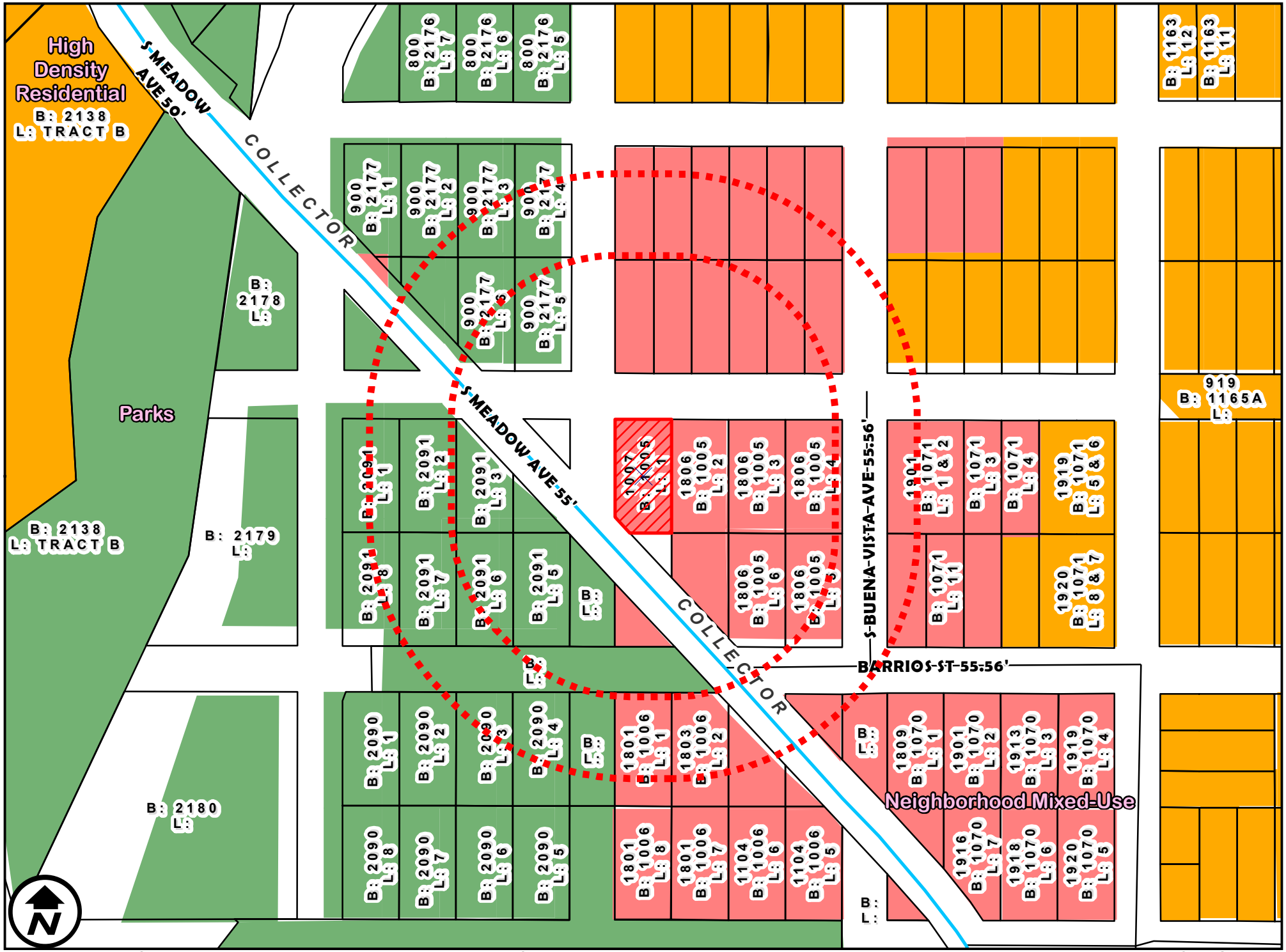


ZONING OVERVIEW

1 inch = 300 feet

ZC-062-2026
COUNCIL DISTRICT 2
1007 SOUTH MEADOW AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE

1 inch = 150 feet

ZC-062-2026
COUNCIL DISTRICT 2
1007 SOUTH MEADOW AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-062-2026
COUNCIL DISTRICT 2
1007 SOUTH MEADOW AVENUE

APPLICATION F
B-1 (LIMITED BUSINESS DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

ORDINANCE NO. 2026-O-141

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1005, EASTERN DIVISION, LOCATED AT 1007 SOUTH MEADOW AVENUE, 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 Lot 1, Block 1005, Eastern Division, located at 1007 South Meadow Avenue, 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 June 18, 2026; and,

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

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

WHEREAS, the City Council has held a public hearing on July 27, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 1, Block 1005, Eastern Division, located at 1007 South Meadow Avenue, 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 _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

Planning & Zoning Commission

Meeting Date: 8/17/2026 **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 2, 4, 6, and 8, Block 544, Western Division, located at 2303 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Business District) (AS AMENDED).

ZC-058-2026
District VIII

Council District: District 8 **Zone Case:** ZC-058-2026

Letters sent to property owners: 37

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 1 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

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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)

Future Land Use – High Density Residential

"High Density Residential includes R-3, R-2, B-1R, and R-O with exceptions."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **High Density Residential** on the Future Land Use Map. The requested rezoning from **R-3 (Mixed Residential District)** to **M-1 (Light Manufacturing District)** is not identified as an appropriate zoning district within the High Density Residential land use designation. The proposed industrial zoning is therefore inconsistent with the Comprehensive Plan's adopted Future Land Use Map.

Growth and Development Consistency

"Promote orderly growth and development that is consistent with the Future Land Use Map."
Page 1.5
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed rezoning introduces a light industrial zoning district into an area designated for residential development. Although industrial zoning exists west of the site, it is separated from the subject property by **Santa Rita Avenue** and a railroad corridor, which currently function as a transition between industrial and residential land uses. Extending the M-1 district east of this transition would be inconsistent with the established development pattern.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The surrounding area is predominantly residential, including single-family homes, manufactured homes, apartments, and a church. Residential properties directly abut the subject site. While the M-1 district is intended to serve as a transitional district between heavy industrial and less intensive uses, the proposed extension of industrial zoning into a predominantly residential area raises compatibility concerns and may adversely affect surrounding living conditions.

Industrial Development

"Direct industrial development to appropriate locations where conflicts with residential neighborhoods can be minimized."
Page 6.7
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Although the proposed warehouse use is generally appropriate within an M-1 zoning district, the site's location immediately adjacent to residential development does not reflect the Comprehensive Plan's objective of minimizing conflicts between industrial and residential land uses. The existing industrial area west of Santa Rita Avenue already provides a more suitable location for industrial activities.

---

3. Summary of Alignment

Agenda Item **ZC-058-2026** demonstrates **Weak/None alignment** with the *Viva Laredo Comprehensive Plan*. The proposed rezoning from **R-3 (Mixed Residential District)** to **M-1 (Light Manufacturing District)** is inconsistent with the property's **High Density Residential** Future Land Use designation, which does not identify M-1 as an appropriate implementing zoning district.

While the proposed warehouse use may be suitable within an established industrial area, the subject property is surrounded primarily by residential development, and the existing industrial corridor is separated from the site by **Santa Rita Avenue** and a railroad corridor that function as a logical transition between industrial and residential land uses. Extending industrial zoning beyond this established boundary would not support the Comprehensive Plan's objectives of maintaining orderly growth and promoting compatible land use patterns.

The agenda item intersects with broader planning themes including **land use compatibility**, **neighborhood preservation**, **orderly growth**, and **industrial development**, but the proposal does not implement the Comprehensive Plan's adopted Future Land Use framework. Staff also noted that the proposed warehouse could alternatively be considered through a **Conditional Use Permit**, which would allow evaluation of the specific use while maintaining the underlying residential zoning.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim policies supporting and limiting the proposed zoning action were identified and applied.

Conclusion:
The proposed rezoning under **Agenda Item ZC-058-2026** demonstrates **Weak/None alignment** with the *Viva Laredo Comprehensive Plan*.

City Council-Regular Meeting

Date: 08/17/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Big Gear of Laredo, Inc., Owner; Omar Karin Camacho, Applicant; Andres Vera, Jr., Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-156 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 2, 4, 6, and 8, Block 544, Western Division, located at 2303 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Business District) (AS AMENDED).

ZC-058-2026
District VIII

PREVIOUS COUNCIL ACTION
On August 03, 2026, the City Council made a motion to introduce the item and approve a B-1 zone change in lieu of the requested M-1 zone.

On July 27, 2026, the City Council made a motion to table the item.

BACKGROUND

Council District: VIII - Cm. Alyssa Cigarroa

Proposed use: The proposed use is a warehouse.
- The proposed use may also be considered through a conditional use permit (CUP). However, the applicant notified staff via email of their decision to proceed with the requested zone change rather than pursue a CUP.

Site: The site is currently occupied by a warehouse.

Surrounding land uses: To the north of the site is Shea Street, Garden Street, and mixed residential uses that includes both single-family residential uses and manufactured homes. To the east of the site is Santa Cleotilde Avenue, Main Avenue and mixed residential uses that includes both single-family residential uses and manufactured homes. To the south of the site is Poggenpohl Street, Gonzalez Street, mixed residential uses that includes apartments, single-family residential uses, and manufactured houses, and Trinity Christian Center. To the west of the site is Sana Rita Avenue, Shea Street, Poggenpohl Street, Vidaurri Avenue, railroad tracks, and industrial uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Shea Street, Santa Rita Avenue, and Poggenpohl Street as Local Streets.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 37

Inside 200 feet:
In Favor: 0 **Opposed:** 0

Outside 200 feet:
In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 1 vote recommended approval of the zone change.

STAFF RECOMMENDATION
Staff does not support the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as High Density Residential (R-3, R-2, B-1R, R-O), which is intended to accommodate residential development. The requested M-1 zoning district is not included among the zoning districts identified under this land use category.

2. Although there are existing M-1 zoning districts within the vicinity of the site, Santa Rita Avenue and the adjacent railroad corridor serve as a transition and boundary between industrial zoning and residential zoning. Extending the M-1 zoning district beyond these boundaries would be inconsistent with the existing development pattern in the area.

3. The location of the proposed use is surrounded primarily by residential uses, including residential properties that directly abut the site. Therefore, the industrial uses permitted within the M-1 zoning district are not anticipated to be compatible with or complementary to the surrounding neighborhood character.

Notice to the owner/applicant:
1. Staff would consider a conditional use permit at this location for the proposed use.

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

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

Is this change contrary to the established land use pattern?
Yes. There are industrial/warehouse uses to the west of the site. However, those uses are across Santa Rita Avenue and the railroad corridor.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. There are M-1 zoning districts to west of the site, across Santa Rita Avenue and the railroad corridor.

Will change adversely influence living conditions in the neighborhood?

Yes. The proposed zone change is anticipated to have a negative impact with the surrounding area or neighborhoods since the proposed site is abutting existing residential uses to the east.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing zone does not allow for a warehouse as intended by the applicant.

Attachments:
Comp Plan Alignment
Maps
Final Ordinance

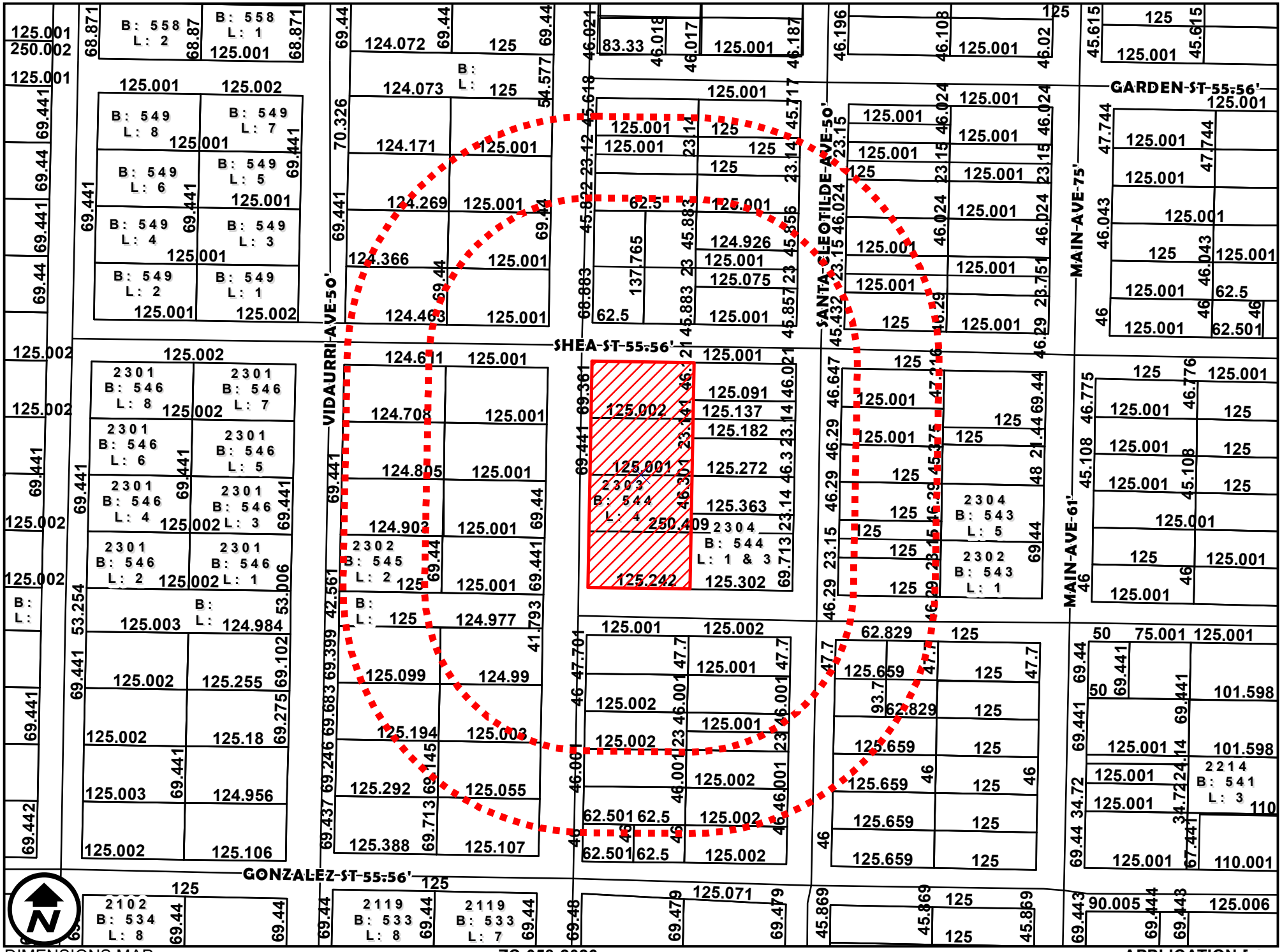


AERIAL MAP

1 inch = 150 feet

ZC-058-2026
COUNCIL DISTRICT 8
2303 SANTA RITA AVENUE

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

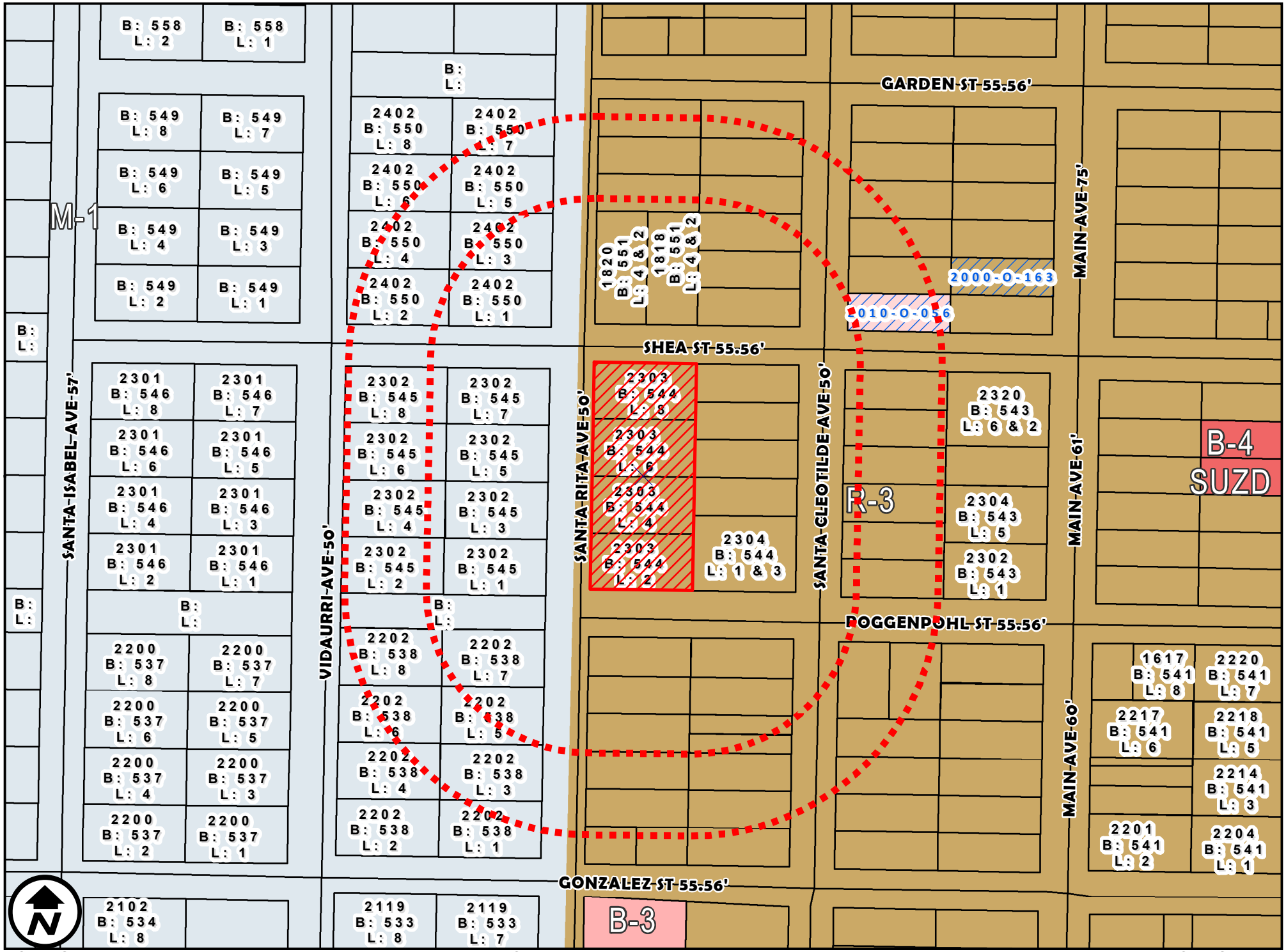


DIMENSIONS MAP

1 inch = 150 feet

ZC-058-2026
COUNCIL DISTRICT 8
2303 SANTA RITA AVENUE

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

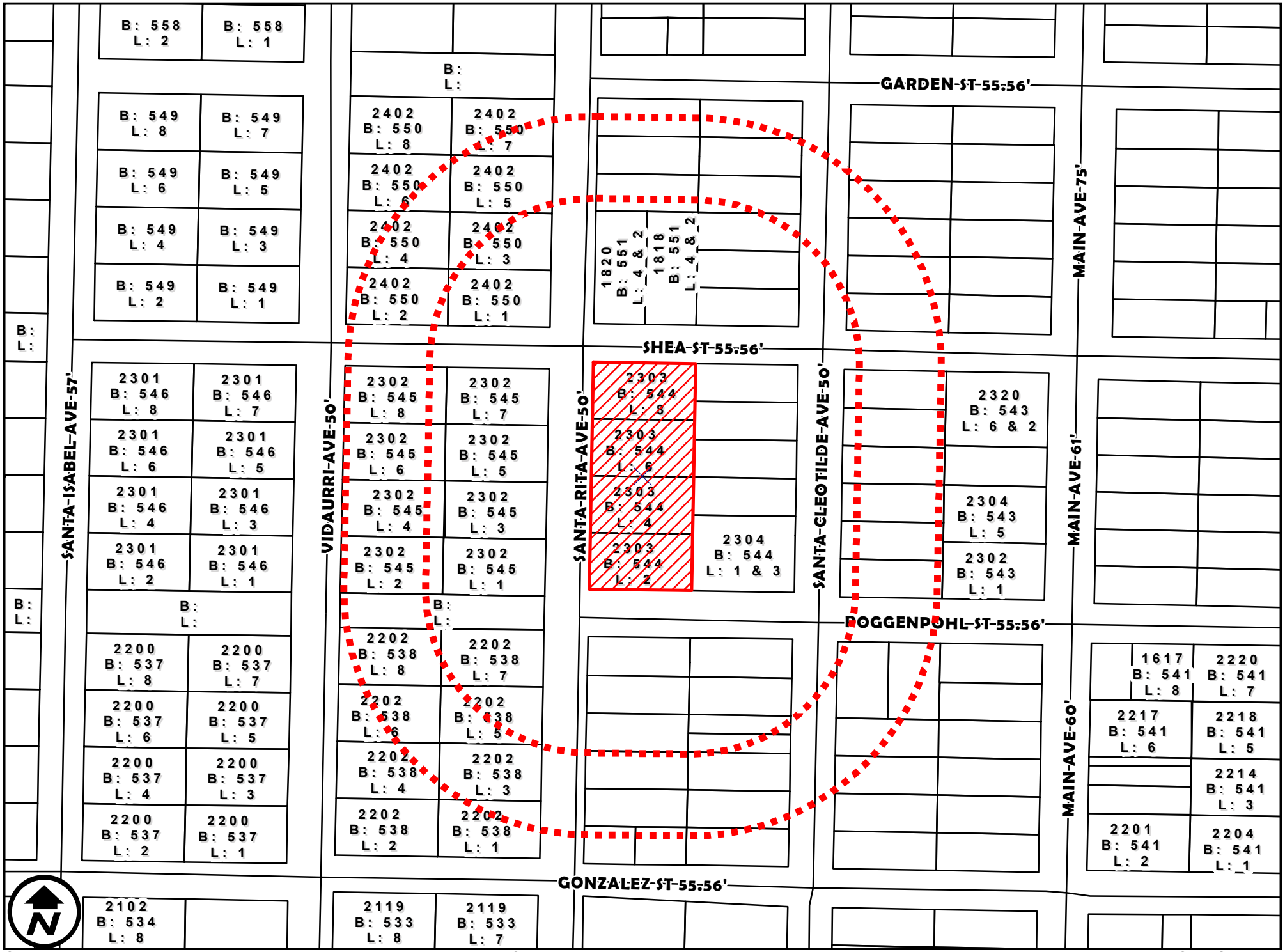


ZONING MAP

1 inch = 150 feet

ZC-058-2026
COUNCIL DISTRICT 8
2303 SANTA RITA AVENUE

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

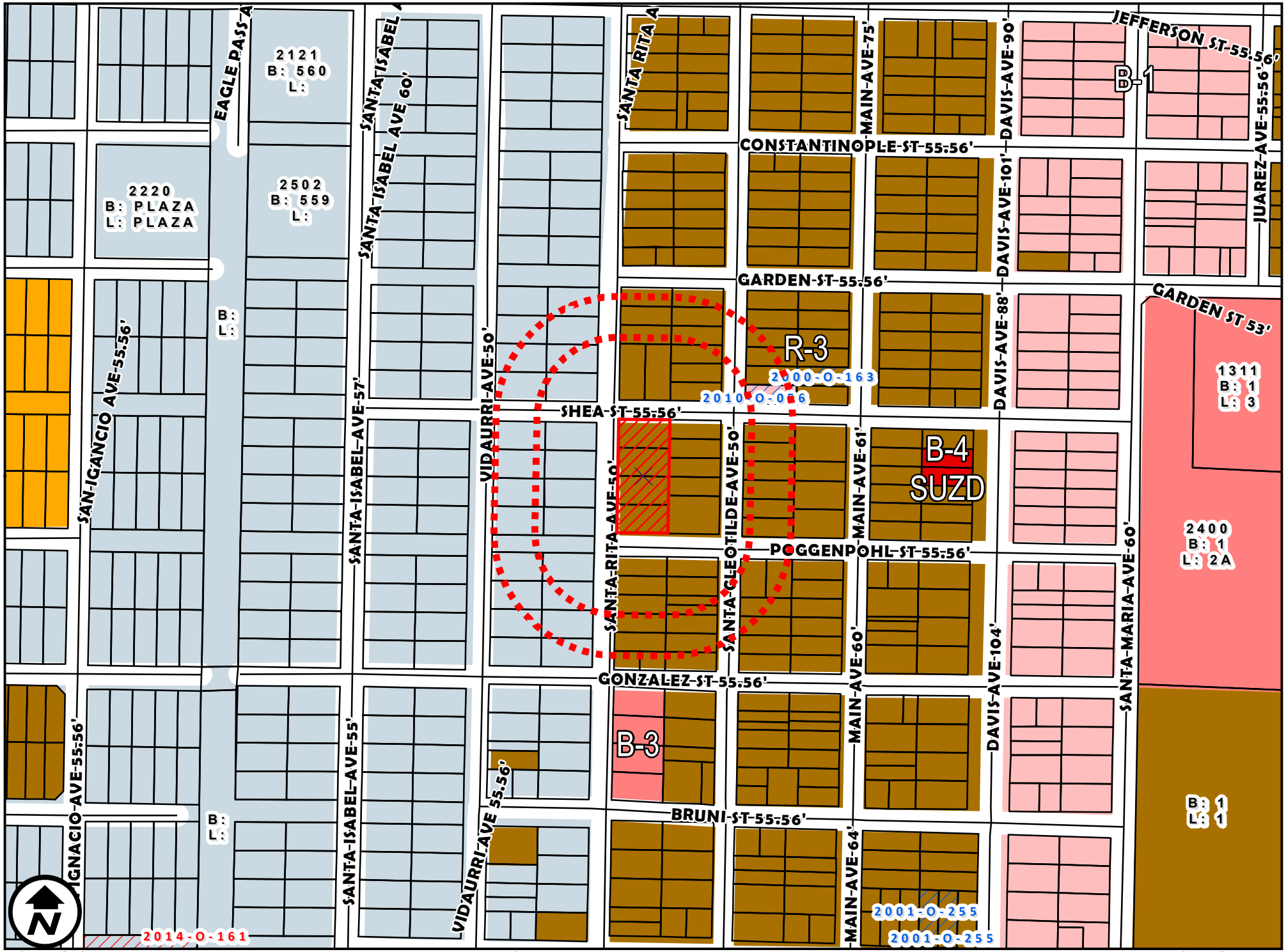


SURVEY MAP

1 inch = 150 feet

ZC-058-2026
COUNCIL DISTRICT 8
2303 SANTA RITA AVENUE

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

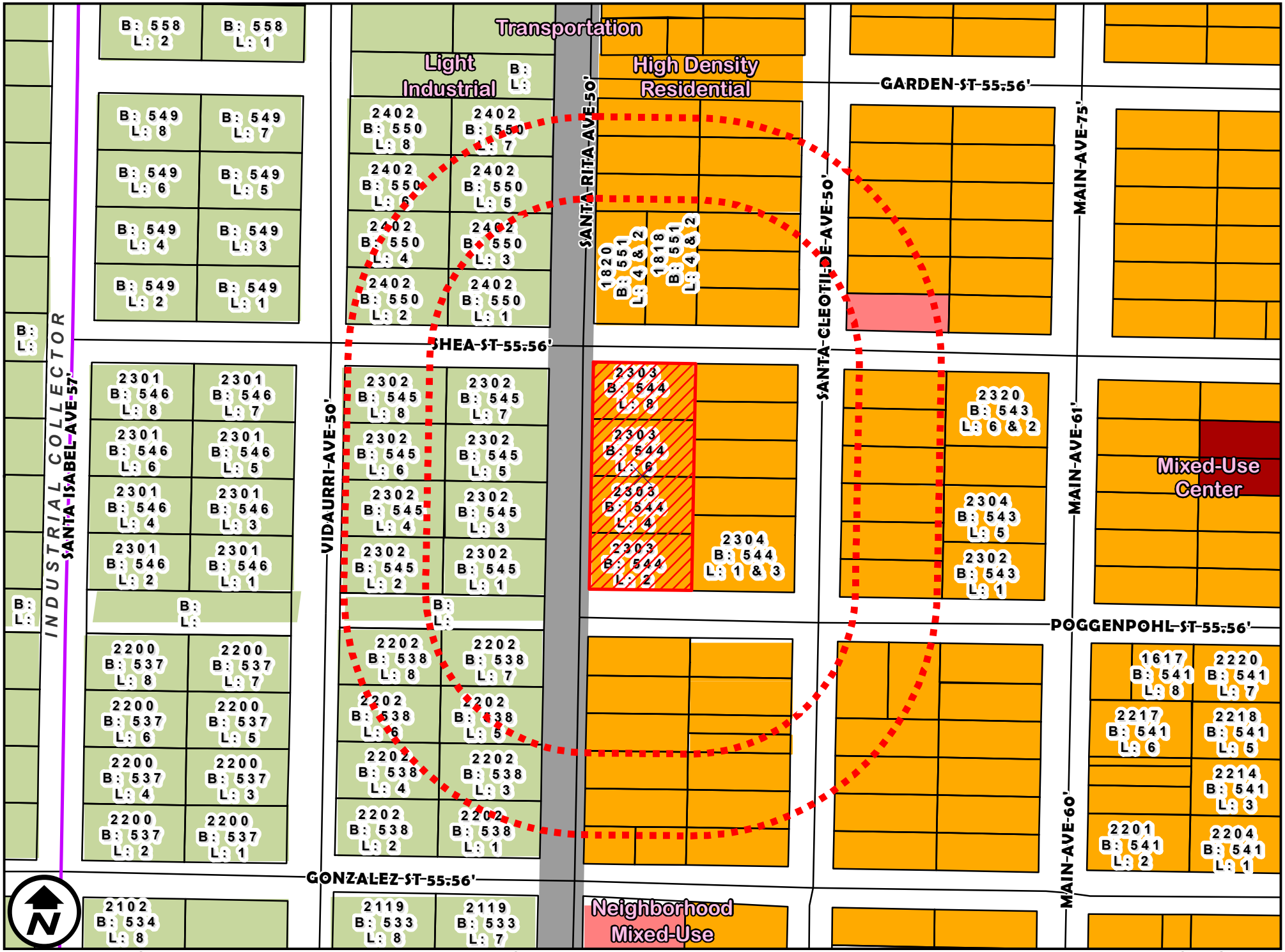


ZONING OVERVIEW

1 inch = 300 feet

ZC-058-2026
COUNCIL DISTRICT 8
2303 SANTA RITA AVENUE

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

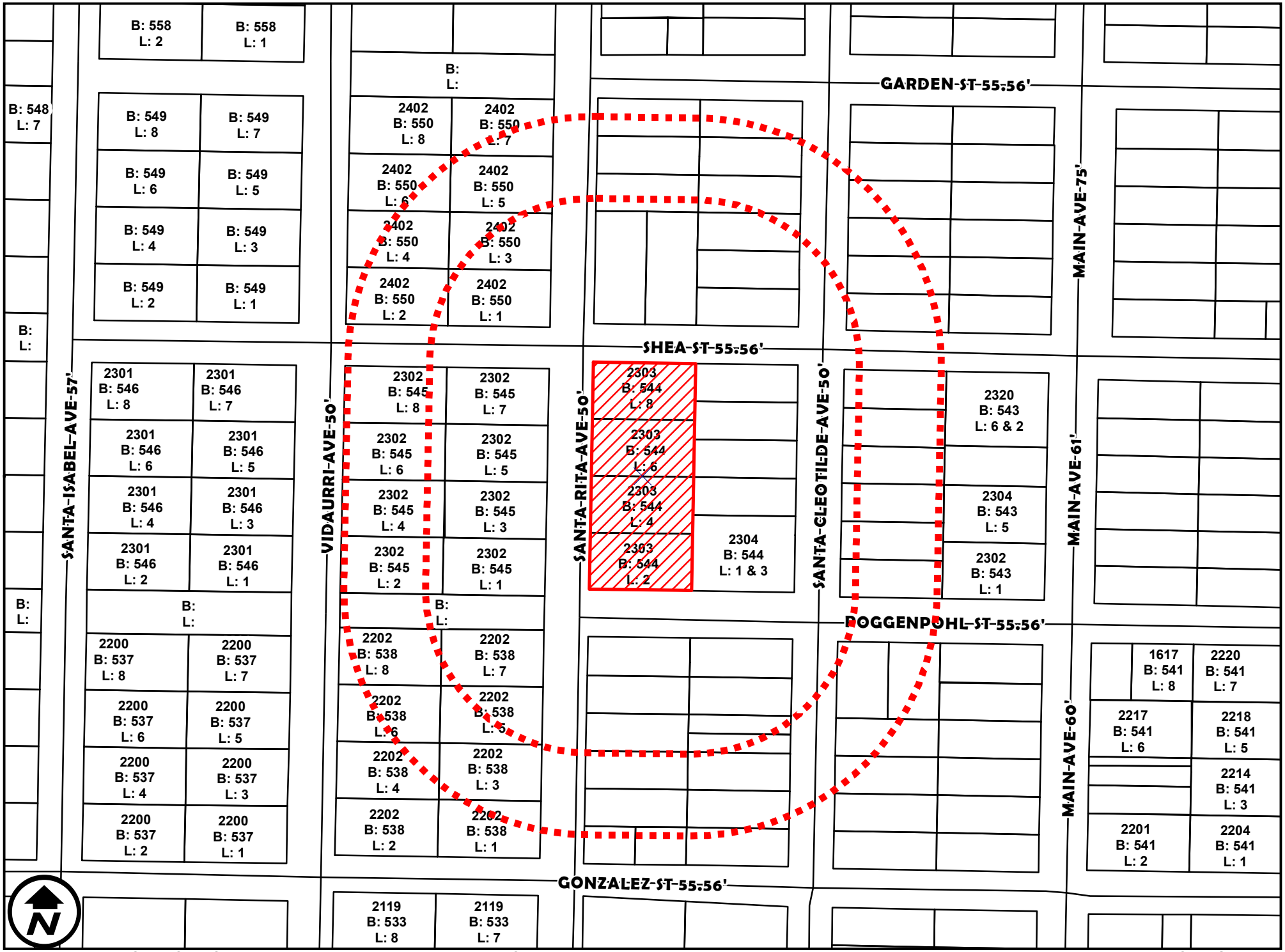


FUTURE LANDUSE

1 inch = 150 feet

ZC-058-2026
COUNCIL DISTRICT 8
2303 SANTA RITA AVENUE

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-058-2026
COUNCIL DISTRICT 8
2303 SANTA RITA AVENUE

APPLICATION F
R-3 (MIXED RESIDENTIAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

ORDINANCE NO. 2026-O-156

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 2, 4, 6, AND 8, BLOCK 544, WESTERN DIVISION, LOCATED AT 2303 SANTA RITA AVENUE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lots 2, 4, 6, and 8, Block 544, Western Division, located at 2303 Santa Rita Avenue, from R-3 (Mixed Residential District) to M-1 (Light Manufacturing District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 18, 2026; and,

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

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

WHEREAS, the City Council has held a public hearing on August 03, 2026 on the request and finds the **B-1 zone change appropriate in lieu of requested M-1 zone change** and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lots 2, 4, 6, and 8, Block 544, Western Division, located at 2303 Santa Rita Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Business District).

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

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/17/2026 **Final Readings 17.**

SUBJECT
Final Reading of Ordinance of the City of Laredo, Texas, amending the City of Laredo's FY 2026 annual budget by appropriating revenues and expenditures in the estimated amount of $202,507.00 in the Downtown TIRZ #1 2021B Certificate of Obligation Bond. The interest earnings being appropriated are for the arbitrage liability payment due to the U.S. Treasury. Funding is available in the Downtown TIRZ#1 2021 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Interest earnings are being appropriated in order to refund the US Treasury for the arbitrage rebate liability on bonds that earned more than the fixed rate arbitrage bond yield through the 7/20/2026 computation date. After 5-year installment rebate calculations were done, this bond had a positive liability as of 07/20/2026. Therefore, since the liability is positive at their 5-year report, it must be paid to the US Treasury no later than Friday, September 18, 2026.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
That the City Council approve the Final Reading of the Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	2021B Certificate of Obligation
Account #:	269
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

	Original Budget	Proposed Amendment	Amended Budget
Revenues:			
Interest Earnings 269-7530-363-1000 21TZIN	$71,285	$202,507	$273,792
Expenditures:			
Arbitrage Rebate Liability 269-7530-534-9818	$ 6,275	$202,507	$208,782

ORDINANCE 2026-O-159

FINAL READING OF ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING THE CITY OF LAREDO'S FY 2026 ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE ESTIMATED AMOUNT OF $202,507.00 IN THE DOWNTOWN TIRZ #1 2021B CERTIFICATE OF OBLIGATION BOND. THE INTEREST EARNINGS BEING APPROPRIATED ARE FOR THE ARBITRAGE LIABILITY PAYMENT DUE TO THE US TREASURY. FUNDING IS AVAILABLE IN THE DOWNTOWN TIRZ#1 2021 CERTIFICATE OF OBLIGATION BOND.

WHEREAS, the City Council previously adopted the budget for fiscal year 2026; and

WHEREAS, it is being requested to amend the FY2026 annual budget by appropriating revenues and expenditures in the amount of $202,507.00;

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

Section 1: Final Reading of Ordinance of the City of Laredo, Texas, amending the City of Laredo's FY 2026 annual budget by appropriating revenues and expenditures in the estimated amount of $202,507.00 in the Downtown TIRZ #1 2021B Certificate of Obligation Bond. The interest earnings being appropriated are for the arbitrage liability payment due to the U.S. Treasury. Funding is available in the Downtown TIRZ#1 2021 Certificate of Obligation Bond.

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

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

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

City of Laredo

City Council

Meeting Date: 8/17/2026 **Final Readings 18.**

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 a Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental on Lot 1, Block 1, DCAF Mines Road Plat, located at 16111 FM 1472.

ZC-054-2026
District VII

Council District: District 7 **Zone Case:** ZC-054-2026

Letters sent to property owners: 23

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 08/17/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: MMT Ventures, LLC., Owner; Victor J. Linares, Applicant/Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

2026-O-162 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for a Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental on Lot 1, Block 1, DCAF Mines Road Plat, located at 16111 FM 1472.

ZC-054-2026

District VII

PREVIOUS COUNCIL ACTION

On June 15, 2026, City Council made a motion to table the item.

On July 27, 2026, City Council made a motion to table the item.

On August 3, 2026, City Council made a motion to introduce the item.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: The proposed use is a Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental.

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.

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is FM 1472 (Mines Road) and vacant undeveloped land. To the east of the site is Game Creek Boulevard and vacant undeveloped land. To the south of the site is Spearhead Lane, Antler Crossing Avenue, Indian River Avenue, Wild Flower Avenue, and mixed residential uses. To the west of the site is vacant land, Harlequin Transport, and Gallegos Trailers.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.

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 identifies FM 1472 as an

Expressway, but does not identify Spearhead Lane.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf
Letters sent to surrounding property owners: 23
Inside 200' Radius: In Favor: 0 Opposed: 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **6** to **0** vote recommended **approval** of the proposed 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 **supports** the proposed conditional use permit for the following reasons:

1. The site is located along FM 1472 (Mines Road), which is identified as an Expressway on the City's Thoroughfare Plan. The location along a major transportation corridor is suitable for commercial and industrial-oriented uses that require direct access to high-capacity roadways.

2. The proposed use is compatible with the surrounding area, as there are similar commercial and trucking-related uses located in the vicinity, including Harlequin Transport and Gallegos Trailers west of the site. The proposed use would not introduce a dissimilar land use pattern into the area.

3. Although residential uses exist to the south of the property, the drainage easement provides a buffer between the proposed use and the nearby neighborhood. Additionally, the Conditional Use Permit process allows the City to impose operational conditions intended to mitigate potential impacts to adjacent residential properties.

Notice to the owner/applicant:

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

If approved, Staff suggests the following conditions

1. The Conditional Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.

2. The hours of operation shall be limited to, Monday to Saturday, 8:00am to 6:00pm.

3. The repair, servicing, dismantling, painting, body work, lubrication, welding, or mechanical work of heavy trucks, trailers, heavy machinery, or commercial vehicles shall be prohibited on the property.

4. Vehicle access shall be limited exclusively to FM 1472 (Mines Road). Access through Spearhead Lane or adjacent residential streets shall be prohibited.

5. No outdoor storage of discarded parts, tires, fluids, scrap materials, or inoperable vehicles shall be permitted.

6. Owner shall comply with all notes and restrictions listed on the recorded plat entitled "DCAF Mines Road Plat", recorded in Volume 492, Pages 732-761, Deed Records, Webb County, Texas, including all the notes related to the drainage easement.

    a. Lot 1 Block 1 shall receive surface runoff from Lot 2 and Lot 3 Block 1 through drainage easement. Lot 2 shall receive surface runoff from Lot 3 through drainage easement. No improvements shall be constructed in such a way as to impede the drainage flow. If fence/wall which has the potential to block drainage runoff must be constructed, it must have adequate number and size of opening to permit surface water runoff to continue to flow.

    b. The pond of this plat is subject to a maintenance and monitoring agreement dated 02/19/2020 between the City of Laredo and DCAF properties L.L.C. said agreement as recorded in Volume 4741 Pages 0181-0191, Official Public Records of Webb County Texas.

    c. Lot 1, 2, and the west part of Lot 3 Block 1 will drain towards the back of the lot. Owner shall not change the grades or construct flow restricting fences, buildings, structures or other improvements in such manner that impedes the established drainage flow. Fence/wall which has the potential to block drainage runoff must be constructed with adequate number and size of openings to permit surface water runoff to continue to flow.

7. The paving or use of the drainage easement area for the parking or placement of heavy trucks, trailers, heavy machinery, storage, commercial vehicles, or similar equipment shall be prohibited at all times.

8. The establishment shall be kept in a sanitary condition.

9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

10. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

11. The owner shall provide an opaque block 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.

12. Plywood, sheet metal, and corrugated steel fencing is prohibited.

13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

14. Signage shall be consistent with the City's Sign Ordinance.

15. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

16. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article IX, Noise Nuisances.

17. 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.

18. 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.

19. The proposed use shall undergo an annual Fire Inspection.

20. 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.

21. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

22. The applicant shall submit documentation demonstrating legal access to Mines Road. Documentation shall consist of either written approval from the Texas Department of Transportation (TxDOT) authorizing direct access to Mines Road or a recorded access easement, shared access agreement, or other legally binding instrument from the adjoining property owner(s) granting shared access to Mines Road.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
There are similar uses west of the site. There are residential uses to the south of the site.

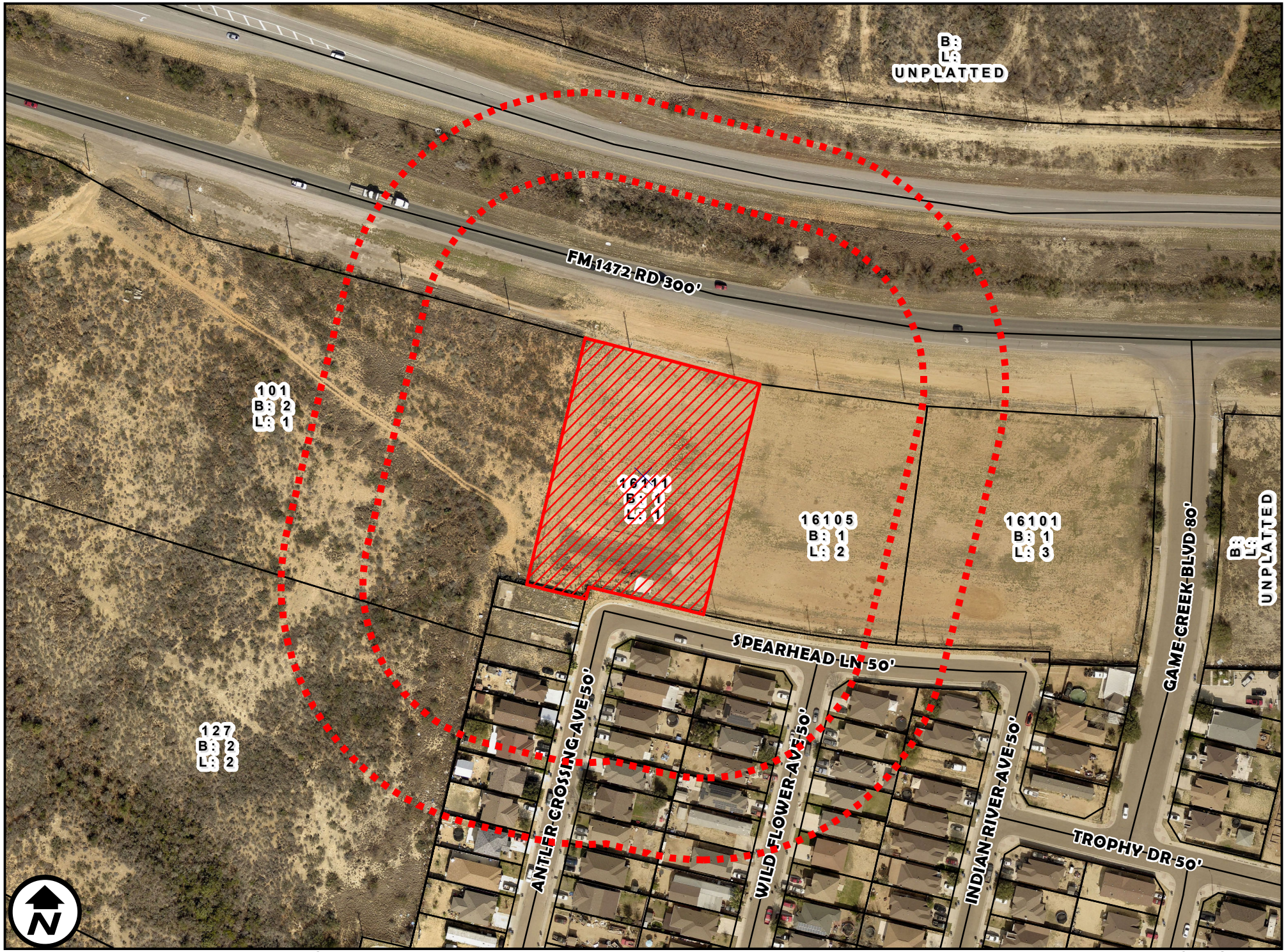
Would this change create an isolated zoning district unrelated to surrounding districts?
The zoning will not change.

Will change adversely influence living conditions in the neighborhood?
It may be anticipated to have a negative impact to the surrounding neighborhood and area.

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

Attachments

Maps
Narrative
Site Plan
Zone Change Signage
Comp Plan Alignment
Final Ordinance

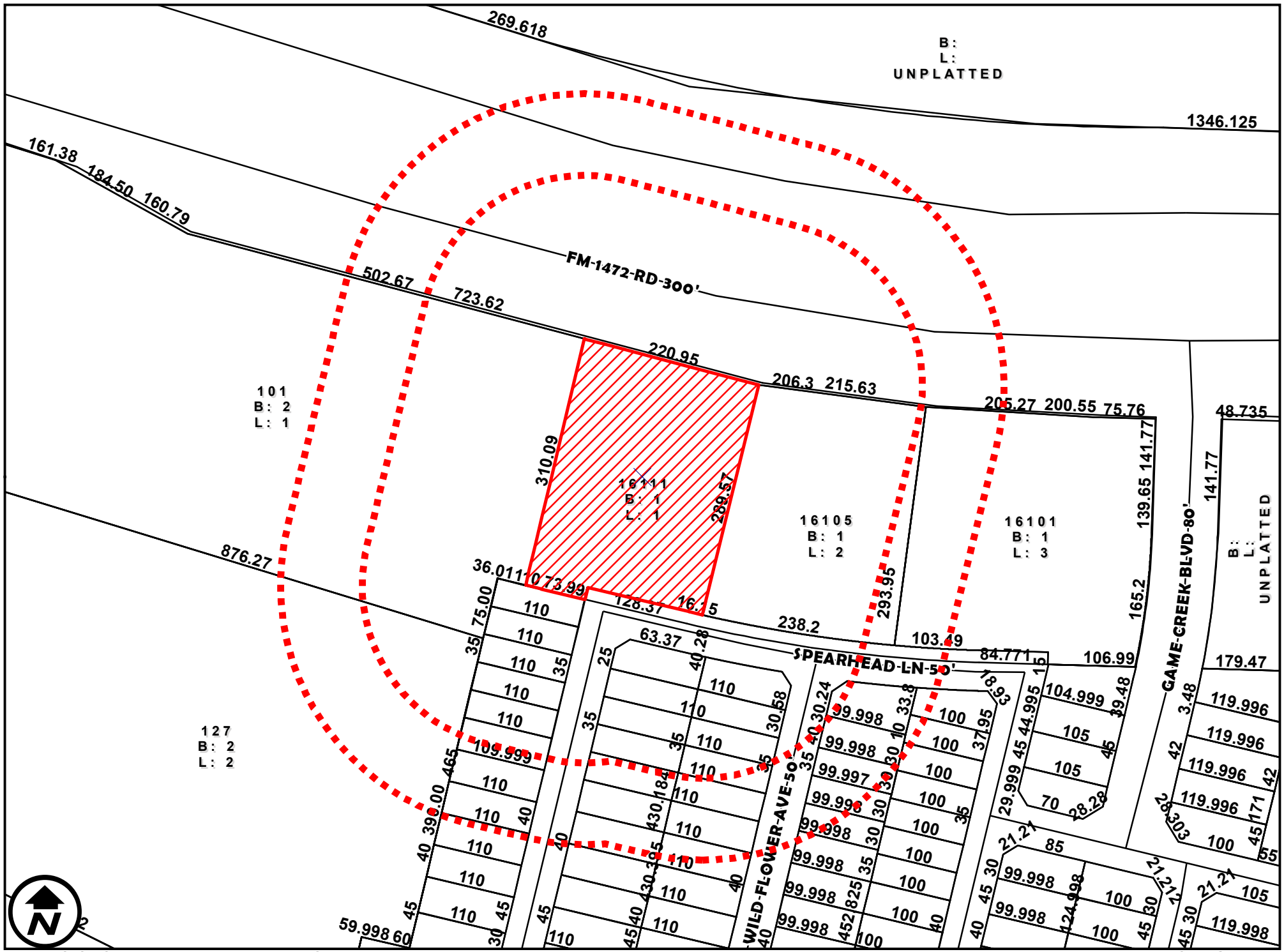


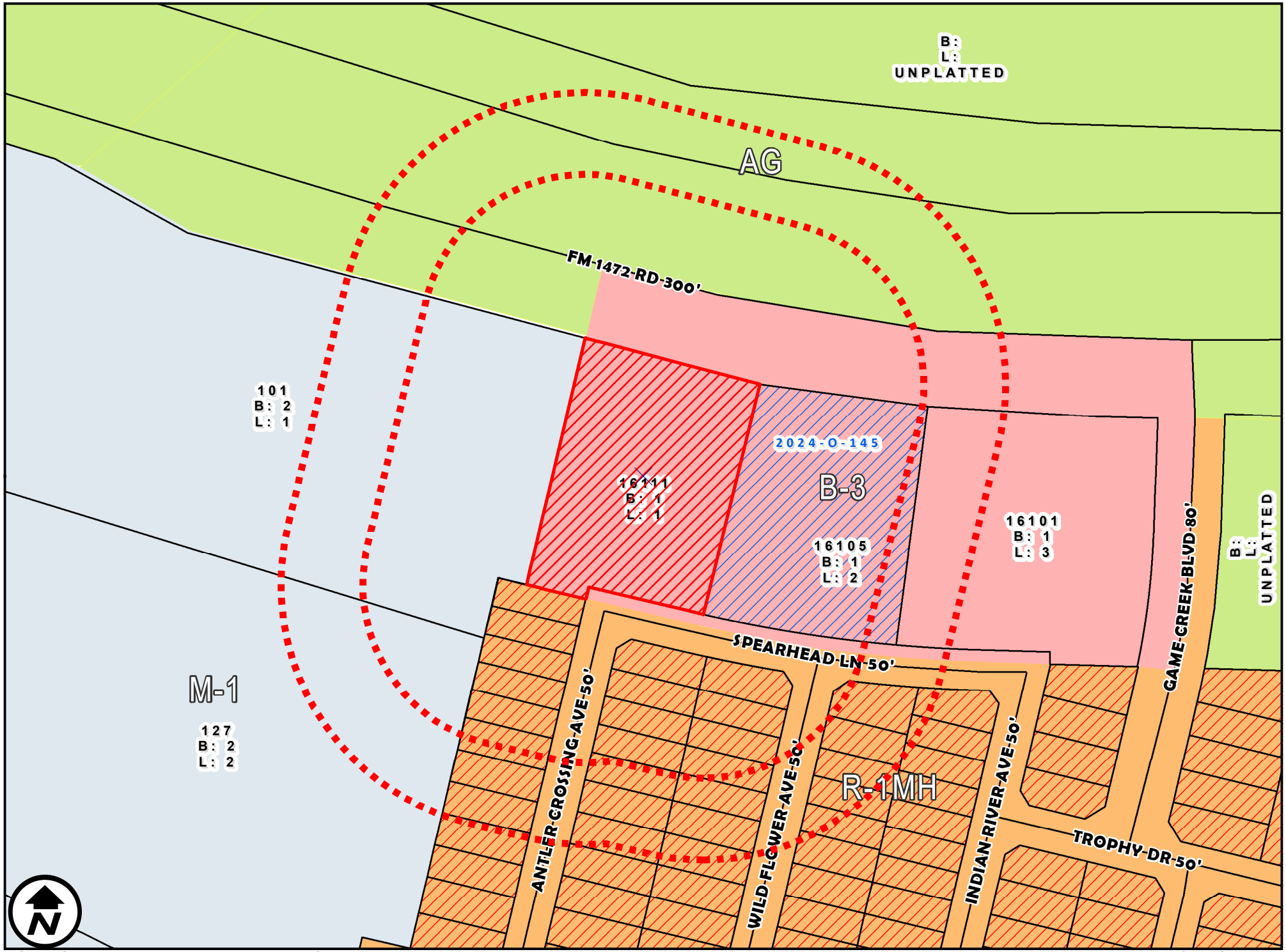
AERIAL MAP

1 inch = 150 feet

ZC-054-2026
COUNCIL DISTRICT 7
16111 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL


269.618
B:
L:
UNPLATTED
1346.125
161.38
184.50
160.79
FM-1472-RD-300'
502.67
723.62
220.95
206.3
215.63
205.27
200.55
75.76
48.735
101
B: 2
L: 1
310.09
16111
B: 1
L: 1
289.57
16105
B: 1
L: 2
16101
B: 1
L: 3
139.65
141.77
141.77
GAME-CREEK-BLVD-80'
B:
L:
UNPLATTED
876.27
36.01
110
73.99
128.37
16.15
238.2
293.95
165.2
103.49
84.771
106.99
179.47
SPEARHEAD-LN-50'
63.37
40.28
75.00
30.58
WILD-FLOWER-AVE-50'
104.999
39.48
119.996
127
B: 2
L: 2
109.999
396.00
465
430.184
430.385
825
452
59.998
60
99.998
99.997
37.95
33.8
30.24
44.995
29.999
28.28
27.21
85
124.998
119.998
3.48
171
203
DIMENSIONS MAP
1 inch = 150 feet
ZC-054-2026
COUNCIL DISTRICT 7
16111 FM 1472
APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL

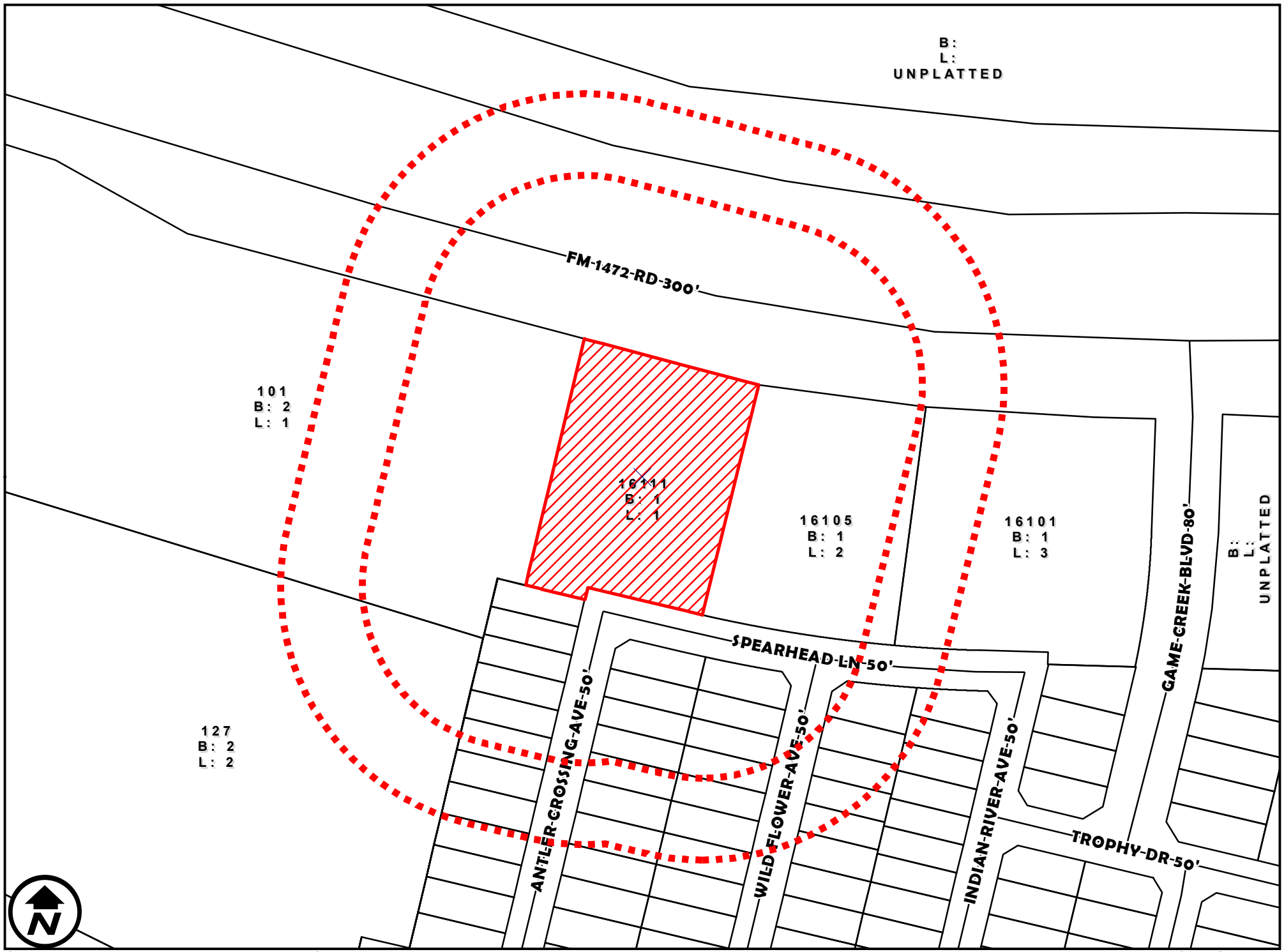


ZONING MAP

1 inch = 150 feet

ZC-054-2026
COUNCIL DISTRICT 7
16111 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL

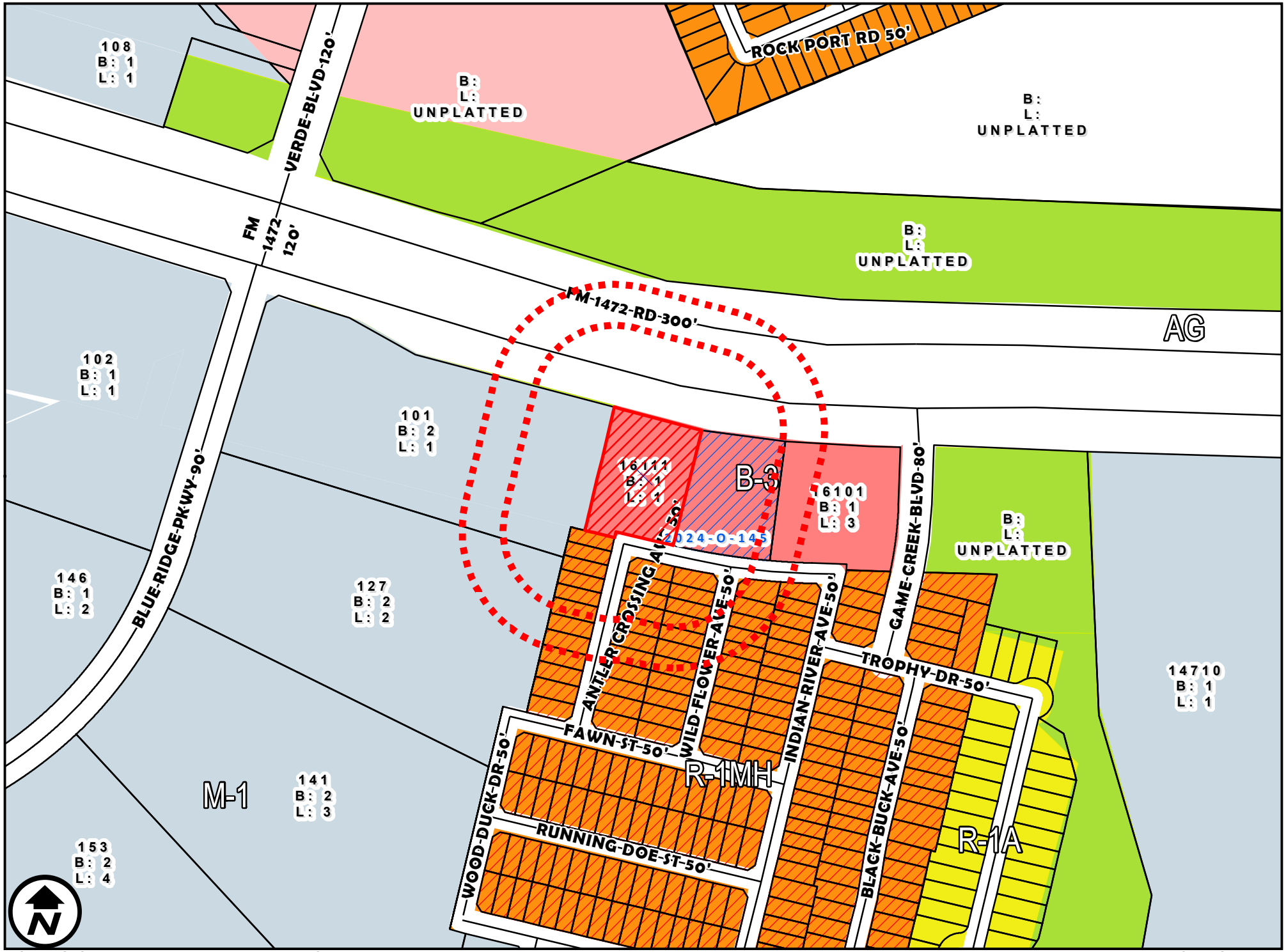


SURVEY MAP

1 inch = 150 feet

ZC-054-2026
COUNCIL DISTRICT 7
16111 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL

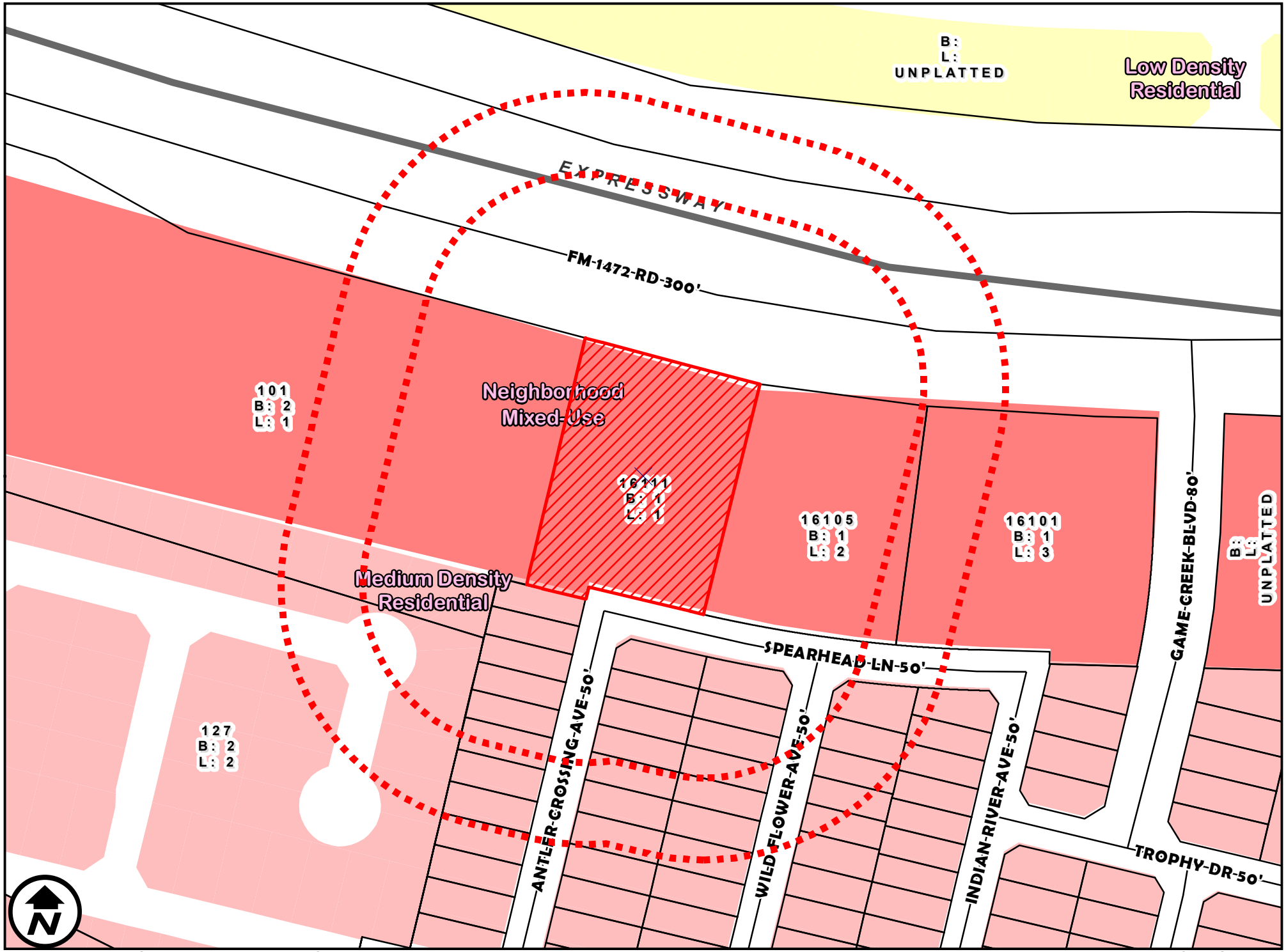


ZONING OVERVIEW

1 inch = 300 feet

ZC-054-2026
COUNCIL DISTRICT 7
16111 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL

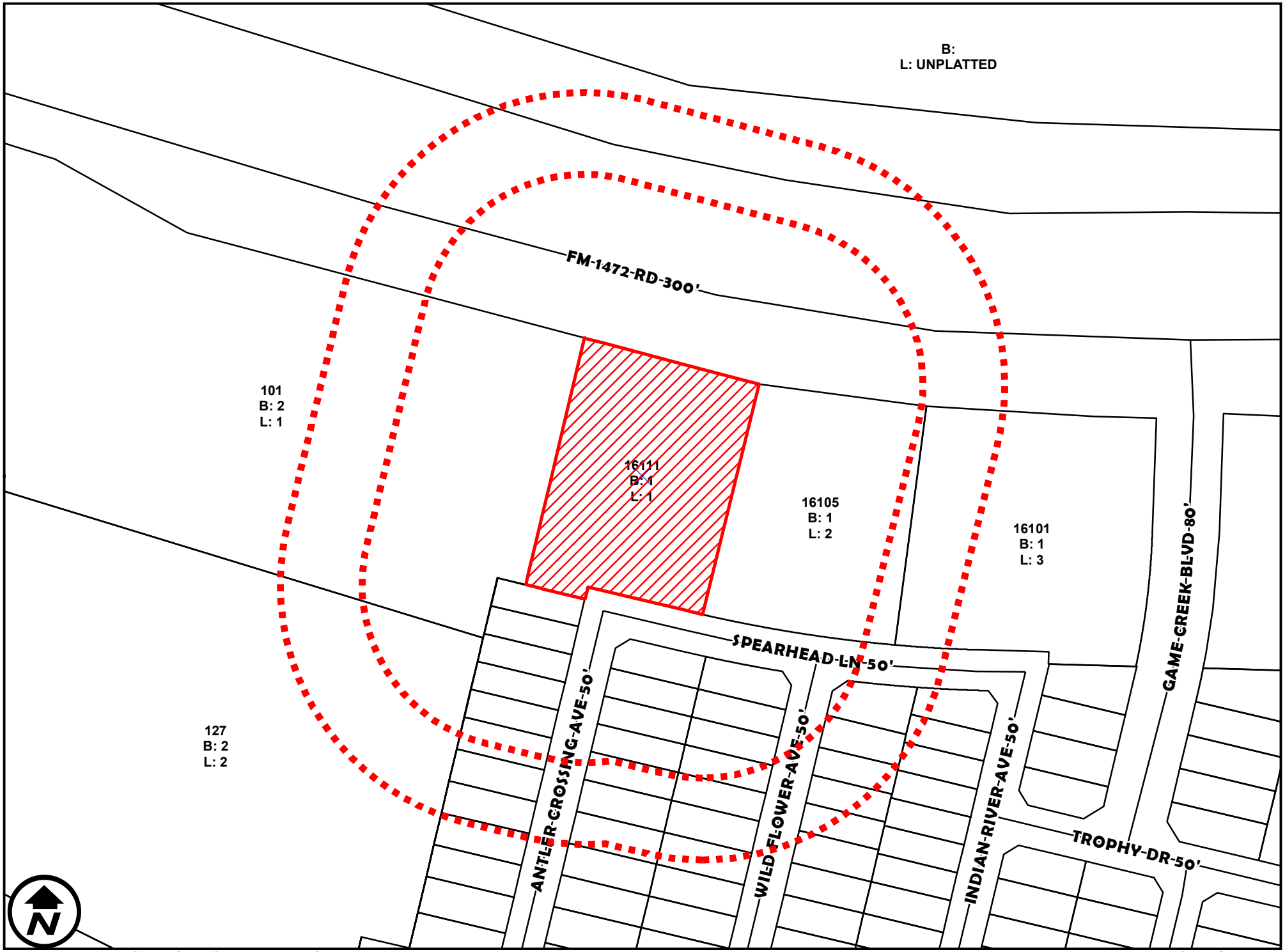


FUTURE LANDUSE

1 inch = 150 feet

ZC-054-2026
COUNCIL DISTRICT 7
16111 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-054-2026
COUNCIL DISTRICT 7
16111 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL

On behalf of Mr. Mauricio Murillo,

This letter is to formally request a CUP of a B4 use for the following existing conditions and criteria:

- The current business falls within Lot 1 of Block 1, of DCAF Mines Road Plat. Formal Address is 16111 FM-1472, Laredo, TX 78045.
- Current Business Name is MMT Ventures LLC. Primary use is the sales of Trucks & Trailers, which fall on the definition of Heavy Machinery.
- Current Zone is a B-3, we are requesting a Conditional Use Permit for the sales of Heavy Machinery Sales/Display (Outdoor), Code 5080 and for Truck/Trailer Rental, under Code 4200 of the Land Use Chart under Section 24.63, which requires a B-4.
- Business operation is from 8:00 am to 6:00 pm.
- Days of operation will be from Monday to Saturday.
- Currently Business is run by 2 staff members.
- Request for the CUP to be kept use within the lots and allowed to be transferred to different businesses, no expiration date.

Should there be any concerns please feel free to contact us.

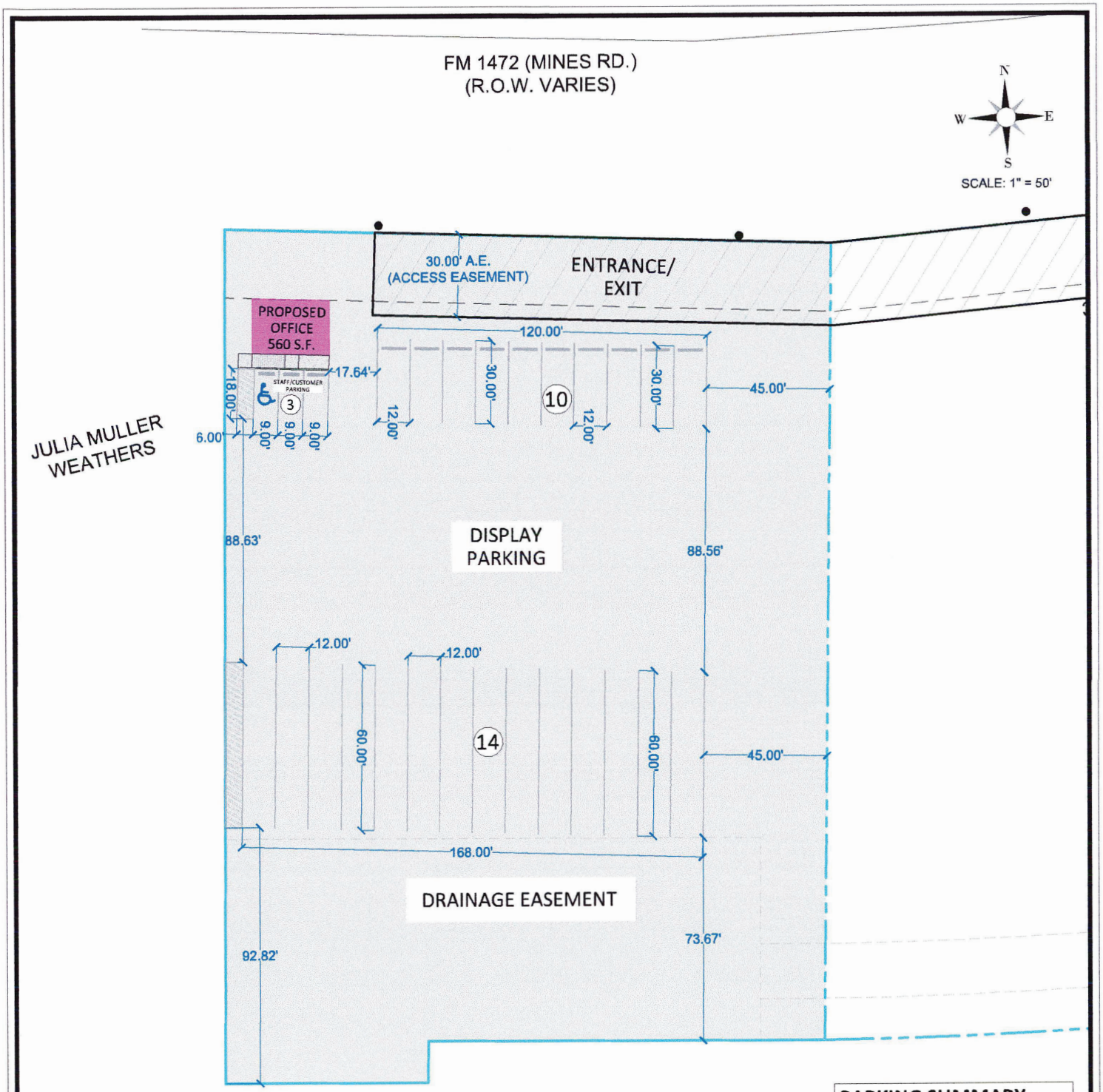
Sincerely,



Victor J. Linares, P.E.

*Letter is written by Mr. Victor J. Linares, P.E. on behalf of Mr. Gaudalupe Murillo.

EXHIBIT A



PARKING SUMMARY
DISPLAY PARKING= 24
STAFF PARKING= 2
CUSTOMER PARKING= 3

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 10/16/2025 FOR THE PURPOSE OF CUP APPLICATION EXHIBIT USE ONLY.

SITE PLAN OPTION #1 @ 16111 FM 1472, LAREDO TX 78045

TBPE Reg. #: F-23802
Office: (956) 251-2808
408 Shiloh Dr., Ste. 1
Laredo, TX 78045


ZC-054-2026
ATTENTION
CITY OF LAREDO
PLANNING & ZONING
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

City Council Agenda Item ZC-054-2026, authorizing the issuance of a Conditional Use Permit for **Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental** at 16111 FM 1472

---

1. Level of Alignment

☐ Strong
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ Weak/None

---

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

Goal 9.1

"Support and expand existing businesses while attracting new industry and employers to strengthen and diversify the local economy."
Page 365
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed heavy machinery sales/display and truck/trailer rental operation supports economic activity tied to the logistics and transportation sectors, which are integral to Laredo's economy. The proposal contributes to commercial and employment opportunities associated with the freight corridor along FM 1472.

Policy 9.1.1

"Support a diversified industrial base that includes logistics, manufacturing, and value-added processing and distribution."
Page 366
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed use directly relates to transportation and logistics-support services. The site's location along FM 1472, a major trucking corridor, supports the Comprehensive Plan's economic development strategy centered around freight and logistics infrastructure.

Policy 3.2.1

"Direct higher-intensity commercial uses to major corridors and arterial roadways where infrastructure can adequately support such development."
Page 93
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property fronts FM 1472 (Mines Road), identified in the Long Range Thoroughfare Plan as an **Expressway**. This corridor is appropriate for transportation-oriented commercial activity that requires direct access to high-capacity roadways.

Policy 6.1.2

"Promote compatibility between land uses and ensure appropriate transitions between differing land use intensities."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Although the surrounding area contains similar trucking and commercial uses, residential neighborhoods exist to the south of the site. The Conditional Use Permit includes operational restrictions, landscaping, buffering, access limitations, fencing, lighting controls, and drainage protections intended to mitigate impacts and improve compatibility with nearby residential properties.

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3. Summary of Alignment

The proposed Conditional Use Permit for Heavy Machinery Sales/Display and Truck/Trailer Rental demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. The proposal supports economic development and logistics-related commercial activity consistent with **Goal 9.1** and **Policy 9.1.1**, particularly given the site's location along FM 1472, a major freight and transportation corridor.

The request also aligns with **Policy 3.2.1**, which encourages higher-intensity commercial uses along arterial corridors with adequate roadway capacity. The location on FM 1472 makes the site appropriate for transportation-oriented commercial uses requiring expressway access.

However, the Future Land Use Map designates the area as **Neighborhood Mixed-Use**, which typically emphasizes more integrated and neighborhood-compatible development patterns. Additionally, the presence of residential uses to the south introduces compatibility concerns acknowledged in the staff report. While the CUP conditions provide significant mitigation

measures—including restricted access, buffering, operational limitations, and prohibitions on repair activities—these concerns prevent the request from achieving strong alignment.

The proposal intersects with broader planning themes related to **economic development**, **freight mobility**, **corridor-based commercial growth**, and **land use compatibility**.

ORDINANCE NO. 2026-O-162

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A HEAVY MACHINERY SALES/DISPLAY (OUTDOOR) AND TRUCK/TRAILER RENTAL ON LOT 1, BLOCK 1, DCAF MINES ROAD PLAT, LOCATED AT 16111 FM 1472; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a conditional use permit for a Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental on Lot 1, Block 1, DCAF Mines Road Plat, located at 16111 FM 1472; 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 May 21, 2026; 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 August 3, 2026, 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 Heavy Machinery Sales/Display (Outdoor) and Truck/Trailer Rental on Lot 1, Block 1, DCAF Mines Road Plat, located at 16111 FM 1472.

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, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be limited to, Monday to Saturday, 8:00am to 6:00pm.
3. The repair, servicing, dismantling, painting, body work, lubrication, welding, or mechanical work of heavy trucks, trailers, heavy machinery, or commercial vehicles shall be prohibited on the property.
4. Vehicle access shall be limited exclusively to FM 1472 (Mines Road). Access through Spearhead Lane or adjacent residential streets shall be prohibited.
5. No outdoor storage of discarded parts, tires, fluids, scrap materials, or inoperable vehicles shall be permitted.
6. Owner shall comply with all notes and restrictions listed on the recorded plat entitled "DCAF Mines Road Plat", recorded in Volume 492, Pages 732-761, Deed Records, Webb County, Texas, including all the notes related to the drainage easement.
    a) Lot 1 Block 1 shall receive surface runoff from Lot 2 and Lot 3 Block 1 through drainage easement. Lot 2 shall receive surface runoff from Lot 3 through drainage easement. No improvements shall be constructed in such a way as to impede the drainage flow. If fence/wall which has the potential to block drainage runoff must be constructed, it must have adequate number and size of opening to permit surface water runoff to continue to flow.
    b) The pond of this plat is subject to a maintenance and monitoring agreement dated 02/19/2020 between the City of Laredo and DCAF properties L.L.C. said agreement as recorded in Volume 4741 Pages 0181-0191, Official Public Records of Webb County Texas.
    c) Lot 1, 2, and the west part of Lot 3 Block 1 will drain towards the back of the lot. Owner shall not change the grades or construct flow restricting fences, buildings, structures or other improvements in such manner that impedes the established drainage flow. Fence/wall which has the potential to block drainage runoff must be constructed with adequate number and size of openings to permit surface water runoff to continue to flow.
7. The paving or use of the drainage easement area for the parking or placement of heavy trucks, trailers, heavy machinery, storage, commercial vehicles, or similar equipment shall be prohibited at all times.
8. The establishment shall be kept in a sanitary condition.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
11. The owner shall provide an opaque block 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.

12. Plywood, sheet metal, and corrugated steel fencing is prohibited.
13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. Signage shall be consistent with the City's Sign Ordinance.
15. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
16. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article IX, Noise Nuisances.
17. 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.
18. 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.
19. The proposed use shall undergo an annual Fire Inspection.
20. 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.
21. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
22. The applicant shall submit documentation demonstrating legal access to Mines Road. Documentation shall consist of either written approval from the Texas Department of Transportation (TxDOT) authorizing direct access to Mines Road or a recorded access easement, shared access agreement, or other legally binding instrument from the adjoining property owner(s) granting shared access to Mines Road.

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”.

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

_____
DR. VICTOR D. TREVINO
MAYOR
ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY
APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/17/2026 **Final Readings 19.**

SUBJECT
Authorizing the City Manager to grant a non-exclusive franchise to 5R'S Services LLC 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 purpose 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.

VENDOR INFORMATION FOR COMMITTEE AGENDA
N/A

PREVIOUS COUNCIL ACTION
Ordinance was introduced on 07/27/26

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
Staff recommends the second reading.

Fiscal Impact

Fiscal Year: 2026
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. 2026-O-163

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO 5R'S SERVICES LLC 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, 5R'S Services LLC 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, 5R'S Services LLC 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 5R'S Services LLC 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, 5R'S Services LLC., 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_____2026.

_____
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 5R'S Services LLC 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_____, 2036.

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 be 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	Weekly Rate
15 Yds	$325.00

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 (12) 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 affected 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: **5R'S Services, LLC**
c/o Jose Angel Ricardo Diaz
3508 Jose C. Santos Dr.
Laredo, TX. 78046

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 5R'S Services LLC

By: _____

Jose Angel Ricardo Diaz
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2026.

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 2026.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2026.

_____
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	Weekly Rate
15 Yds	$325.00

Plus, all applicable taxes

City of Laredo

City Council

Meeting Date: 8/17/2026 **Final Readings 20.**

SUBJECT
Authorizing the renewal amendment to grant a non-exclusive franchise to Jerry Resendez Enterprises, Inc. DBA Trashco 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
Ordinance was introduced on 07/27/26

BACKGROUND
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for purposes of operating a commercial container refuse gathering and disposal service. The applicant is renewing his nonexclusive franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the second reading.

Fiscal Impact

Fiscal Year: 2026
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

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

ORDINANCE NO. 2026-O-164

AUTHORIZING THE RENEWAL AMENDMENT TO GRANT A NON-EXCLUSIVE FRANCHISE TO JERRY RESENDEZ ENTERPRISES, INC., DBA TRASHCO 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, Trashco 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, Trashco 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 Trashco 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, Trashco, 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_____2026.

_____
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 Jerry Resendez Enterprises, Inc. DBA Trashco a Texas corporation 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 Twenty-Five

(25) years ending at midnight on the_____day of_____, 2051. Upon passage of this Ordinance, any and all prior refuse gathering franchises between GRANTEE and GRANTOR are superseded and terminated.

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 five 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 be 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:

Roll-off Dumpsters: Sizes	Delivery Fee	Rental Fee	Hauling Fee
15 Yard	$125.00	$5.00 (Daily)	$225.00
30 Yard	$125.00	$5.00 (Daily)	$245.00

Front Load Services:

Sizes	Delivery Fee	Monthly Fee
2 Yard	$95.00	$105.00
4 Yard	$95.00	$160.95
8 Yard	$95.00	$185.75

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 (12) 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 affected 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: **Jerry Resendez Enterprises, Inc. DBA Trashco**
c/o Jerry Resendez
110 S. Aviators Rd.
Laredo, TX. 78043

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 Jerry Resendez Enterprises, Inc. DBA Trashco

By: _____

Jerry Resendez
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2026.

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 2026.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2026.

_____
Mario I. Maldonado, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Roll Off Services:

Roll-off Dumpsters: Sizes	Delivery Fee	Rental Fee	Hauling Fee
15 Yard	$125.00	$5.00 (Daily)	$225.00
30 Yard	$125.00	$5.00 (Daily)	$245.00

Front Load Services:

Sizes	Delivery Fee	Monthly Fee
2 Yard	$95.00	$105.00
4 Yard	$95.00	$160.95
8 Yard	$95.00	$185.75

Plus all applicable taxes

City of Laredo

City Council

Meeting Date: 8/17/2026 **Final Readings 21.**

Ordinance 2026-O-166

AN ORDINANCE OF THE CITY OF LAREDO ESTABLISHING ADMINISTRATIVE PROCEDURES FOR IMPLEMENTATION OF THE CITY'S INTERNATIONAL BRIDGE TOLL PROGRAM; INCORPORATING THE TOLL SCHEDULE PREVIOUSLY ADOPTED BY THE CITY COUNCIL; ESTABLISHING IMPLEMENTATION POLICIES; PROVIDING FOR FINANCIAL STEWARDSHIP; ANNUAL PERFORMANCE REPORTING; OPERATIONAL PILOT PROGRAMS; EXTRAORDINARY ECONOMIC REVIEW; FUTURE BRIDGE TOLL RATE STUDIES; ADMINISTRATIVE AUTHORITY; AND OTHER MATTERS INCIDENT THERETO.

WHEREAS, on June 15, 2026, the City Council adopted Ordinance No. 26-O-114 establishing a phased Bridge Toll Rate Schedule effective January 1, 2027;

WHEREAS, the City Council finds that establishing a permanent governance and administrative framework for implementation of the Bridge Toll Program promotes continuity of operations, sound financial stewardship, informed policy decisions, public accountability, and efficient administration of the Bridge System independent of future toll rate adjustments;

WHEREAS, implementation of the adopted toll schedule requires coordinated operational planning, technology programming, budget implementation, customer communications, financial management, and cooperation among multiple City departments prior to the effective date;

WHEREAS, the City Council further finds that ongoing evaluation of the Bridge System through annual performance reporting promotes operational accountability, financial sustainability, customer service, regional competitiveness, and the continued movement of international commerce;

WHEREAS, establishing these implementation procedures serves an important public purpose and supports the efficient administration of the previously adopted Bridge Toll Program; and

WHEREAS, the City Council intends this Ordinance to establish a continuing governance framework for the administration of the Bridge System and the implementation of the Bridge Toll Program adopted through Ordinance No. 26-O-114.

WHEREAS, the City Council finds that the administrative policies established by this Ordinance are intended to promote the orderly implementation and long-term governance of the Bridge System and are independent of future legislative decisions regarding bridge toll rates.

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

Section 1. Purpose and Intent

The purpose of this Ordinance is to establish the administrative policies, procedures, and governance framework necessary to implement and administer the Bridge Toll Program previously adopted by the City Council through Ordinance No. 26-O-114.

This Ordinance is intended to provide for the orderly implementation, administration, financial management, operational oversight, and periodic review of the Bridge Toll Program before, during, and after implementation.

This Ordinance supplements the administrative implementation and governance of Ordinance No. 26-O-114 and shall not be construed as altering, amending, repealing, replacing, or otherwise modifying the toll schedule adopted therein except through subsequent action of the City Council.

Section 2. Incorporation of the adopted toll schedule for administrative and implementation purposes.

The Bridge Toll Schedule adopted by Ordinance No. 26-O-114 shall govern implementation of the Bridge Toll Program and is incorporated herein solely for administrative and operational purposes.

City of Laredo Bridge System - Proposed Toll Rate Schedule Through 2029

Type of Vehicle / User	Current Rate	INCREASE			
		Jan 2027	Jan 2028	Jan 2029	Beginning 2030, CPI-W or 4% COLA, whichever is greater
Non-Commercial Vehicles (Per Axle)	$1.75	$0.50	$0.25	$0.25	4% COLA
Commercial Vehicles (Per Axle)	$4.75	$0.50	$0.50	$0.50	
Pedestrians	$1.00	$0.25	$0.25	$0.25	

The City Manager shall implement the toll schedule in accordance with the dates established therein and shall take all actions reasonably necessary to prepare the Bridge System for implementation.

Implementation activities may include, but are not limited to:

- software programming;
- toll equipment configuration;
- financial system updates;
- customer notification;
- employee training;
- signage;
- operational testing; and
- coordination with governmental agencies.

The incorporated toll schedule shall be maintained by the City Secretary as part of the official records of this Ordinance.

Section 3. Implementation schedule (repeat the adopted January 1, 2027–January 1, 2029 schedule exactly).

The City Manager is authorized to complete all administrative actions necessary to implement the adopted toll schedule effective January 1, 2027.

Prior to implementation, staff shall verify operational readiness, including:

- toll collection equipment;
- electronic payment systems;
- accounting procedures;
- customer notification;
- operational testing;
- public communications.

The City Manager may establish administrative milestones necessary to ensure timely implementation.

Section 4. Administrative responsibilities.

The City Manager shall designate the departments responsible for implementing the Bridge Toll Program.

Responsibilities shall include coordination among:

- Bridge Department
- Finance Department
- Information Technology
- Communications
- Engineering
- Police
- Purchasing
- Legal

Each department shall cooperate in implementing the adopted Bridge Toll Program.

The City Manager may make administrative adjustments necessary to facilitate implementation provided such adjustments do not modify toll rates adopted by the City Council.

Section 5. Annual Bridge System Performance Report.

Beginning in Fiscal Year 2027 and annually thereafter, the City Manager shall present to the City Council an Annual Bridge System Performance Report.

The report may include:

- toll revenues;
- operating expenditures;
- debt service;
- reserve balances;
- Capital Improvement Fund balances;
- bridge crossings by category;
- commercial traffic;
- pedestrian crossings;
- wait times;
- bridge utilization;
- maintenance activities;
- capital projects;
- customer service initiatives;
- technology improvements;
- regional competitiveness;
- international trade indicators;
- tariffs;
- United States-Mexico-Canada Agreement developments;
- U.S. Customs and Border Protection operational changes;
- Mexican Customs operational changes;
- inflation;
- and such other operational, financial, or policy recommendations as the City Manager determines appropriate.

In addition, the Annual Bridge System Performance Report may include recommendations for operational improvements, technology enhancements, customer service initiatives, and other policy recommendations the City Manager determines appropriate.

Section 6. Financial Stewardship Policy.

The City Council declares that the first financial obligation of the Bridge System shall be the preservation, maintenance, operation, and financial sustainability of the City's existing international bridge infrastructure.

Accordingly, Bridge System revenues shall continue to support:

- operations;
- maintenance;
- public safety;
- technology modernization;
- debt service;
- reserve requirements;
- rehabilitation;
- capital preservation;
- and other authorized purposes.

Future expansion projects shall be pursued in a manner that does not compromise the operational integrity or financial sustainability of the existing Bridge System.

Nothing contained herein shall prohibit the City Council from authorizing future bridge expansion projects when determined to be financially prudent and in the public interest.

Section 7. Operational Pilot Programs

The City Manager may establish temporary operational pilot programs designed to improve:

- traffic flow;
- customer service;
- bridge utilization;
- congestion management;
- technology;
- operational efficiency; and
- other operational or administrative functions related to the efficient management of the international bridges.

Pilot programs may be temporary, seasonal, location-specific, or operational in nature and shall be implemented for the purpose of evaluating and improving bridge operations and customer service.

The City Manager shall report the results of pilot programs to the City Council.

Section 8. Waiver of International Bridge Tolls.

The City Council hereby authorizes the City Manager, or the City Manager's authorized designee, to waive or discount international bridge toll fees only under the following circumstances:

1. For municipal vehicles, emergency vehicles, and travel conducted in furtherance of official City business;
2. During a declared local disaster, public emergency, or for community events expressly authorized by the City Council; or
3. As necessary to comply with the terms of a binding interlocal agreement or other legally enforceable agreement.

The City Manager shall maintain a written record of each waived or discounted bridge crossing, including the date of the crossing, the person or entity receiving the waiver or discount, the amount waived or discounted, and the justification for the action. The City Manager shall provide the City Council with a quarterly report summarizing all such waivers and discounts.

Section 9. Extraordinary Economic Review and Council flexibility.

The City Council recognizes that international commerce is affected by circumstances beyond the City's control.

Accordingly, the Annual Bridge System Performance Report shall include evaluation of significant economic factors including:

- tariffs;
- international trade agreements;
- federal border policy;
- CBP operations;
- Mexican Customs;
- supply chain disruptions;
- inflation;
- regional competitiveness;
- extraordinary economic events.

Nothing in this Ordinance shall be construed to require modification of any toll rate or implementation schedule based solely upon the existence of one or more economic factors identified in the Annual Bridge System Performance Report.

The City Council retains full discretion to modify, postpone, suspend, or otherwise adjust future toll implementation schedules through subsequent legislative action.

Section 10. Periodic Bridge Toll Rate Studies.

The City Manager shall periodically evaluate the financial performance of the Bridge System.

Comprehensive Bridge Toll Rate Studies should generally be completed every five years, or sooner if directed by the City Council.

The purpose shall be to:

- evaluate financial sustainability;
- assess competitiveness;
- review capital needs;
- evaluate operational performance;
- recommend future adjustments if appropriate.

Section 11. Budget integration recognizing the implementation of the adopted toll schedule.

The adopted toll schedule shall be incorporated into future annual operating budgets, capital improvement programs, financial forecasts, debt service planning, reserve planning, and other financial planning documents approved by the City Council, including projected

toll revenues, operating expenditures, maintenance costs, capital improvements, technology investments, and reserve funding.

Budget adoption, including the adopted Capital Improvement Program, shall continue to occur independently pursuant to applicable law.

Section 12. Customer outreach and communications.

The City Manager shall develop a customer communication program prior to implementation.

The program may include:

- public notices;
- website updates;
- social media;
- stakeholder meetings;
- commercial carrier outreach;
- pedestrian notices;
- educational materials
- multilingual materials.

Section 13. Technology, programming, and operational readiness.

The City Manager is authorized to implement technological improvements necessary to administer the adopted toll schedule.

This includes:

- software;
- toll readers;
- payment systems;
- reporting;
- accounting;
- cybersecurity;
- customer interfaces.

Section 14. Administrative rounding procedures.

Where necessary for efficient toll collection, administrative implementation of toll rates shall follow the rounding provisions established in Ordinance No. 26-O-114.

No administrative rounding shall alter the intent of the adopted toll schedule.

Section 15. Effective date (implementation ordinance effective immediately; toll schedule remains effective January 1, 2027).

This Ordinance shall become effective immediately upon adoption.

The toll schedule previously adopted by Ordinance No. 26-O-114 shall take effect on January 1, 2027, in accordance with its terms.

Section 16. Construction

The City Council finds that this Ordinance is intended to establish administrative procedures governing implementation and ongoing administration of the Bridge Toll Program adopted through Ordinance No. 26-O-114.

Nothing contained herein shall be construed as altering, amending, repealing, replacing, or otherwise modifying the provisions of Ordinance No. 26-O-114 except through subsequent legislative action of the City Council.

Section 17. Severability

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

Section 18.

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 19.

This Ordinance shall take effect immediately upon passage.

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

[EXECUTION PAGE FOLLOWS]

_____

DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____

MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 8/17/2026 **Resolution 22.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Resolution 23.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, ordering and proclaiming a Special City Election to be held on Tuesday, November 3, 2026; for: the election of a city official for City Council District VIII; designating polling places; providing for publication; applications for a place on the ballot must be filed by August 20, 2026 at 6:00 p.m.; and authorizing the City Manager to negotiate and enter into contract with Webb County Elections Office / Administrator for the purpose of conducting a Special Election; and any matters relating thereto.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The City Council shall call a Special Election for City Council District VIII, pursuant to Article XI, Section 11(c) of the Texas Constitution and Section 2.04(c) of the City Charter to fill the vacancy in said office, as vacancies occurring within the City Council shall be filled by a majority vote at a Special Election which shall be held within 120 days after the vacancy occurs.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Staff is recommending to proceed and comply with City Charter to order and proclaim a Special City Election to be held on November 3, 2026.

Fiscal Impact

Fiscal Year:	2025 - 2026
Budgeted Y/N?:	Yes
Source of Funds:	City Secretary - Election Services
Account #:	101-1720-513-55-96
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Funding is available in General Fund City Secretary Election Services

RESOLUTION NO. R: 2026-R-196

ORDERING AND PROCLAIMING A SPECIAL CITY ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026; FOR: THE ELECTION OF A CITY OFFICIAL FOR CITY COUNCIL DISTRICT VIII; DESIGNATING POLLING PLACES; PROVIDING FOR PUBLICATION; APPLICATIONS FOR A PLACE ON THE BALLOT MUST BE FILED BY AUGUST 20, 2026 AT 6:00 PM; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACT WITH WEBB COUNTY ELECTIONS OFFICE / ADMINISTRATOR FOR THE PURPOSE OF CONDUCTING A SPECIAL ELECTION; AND ANY MATTERS RELATING THERETO.

WHEREAS, the Mayor and City Council of the City of Laredo, Webb County, Texas, by virtue of the authority vested by law, hereby proclaim, order and give notice of a Special Election in and for the City of Laredo, to be held on Tuesday, the 3rd day of November, 2026, for the purpose of electing the **CITY COUNCIL MEMBER FOR DISTRICT VIII.**

WHEREAS, the Mayor and City Council of the City of Laredo, Webb County, Texas, authorize the City Manager to negotiate and enter into contract with the Webb County Elections Office / Administrator conducting a special election; and any matters relating thereto.

WHEREAS, applications for a place on the ballot must be filed by August 20, 2026 at 6:00 pm.

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

Section 1: That a special election be and the same is hereby ordered to be held and conducted within and for the City of Laredo on Tuesday, the 3rd day of November, 2026, for the purpose of electing the aforementioned city official:

CITY COUNCIL MEMBER FOR DISTRICT VIII.

Section 2: As per City Charter, any vacancy occurring within the City Council shall not be filled by appointment but shall be filled by majority vote of the qualified voters at a special election called for such purpose within 120 days after such vacancy or vacancies occur.

Section 3: That the mode and manner of holding and conducting said election shall be in accordance with the Texas Election Code and the City Charter of the City of Laredo, and that only resident qualified voters of the City of Laredo shall be eligible to vote at said election.

Section 4: That the polls at each designated polling place on said general election day shall be open from 7:00 a.m. to 7:00 p.m.

Section 5: That the Presiding Judges shall appoint not less than two qualified election clerks to serve and assist in conducting said election; provided that if the Presiding Judge actually serves as expected, the Alternate Presiding Judge shall be one of such clerks.

Section 6: That the period for early voting by personal appearance shall begin on October 19, 2026 and shall continue through October 30th, 2026. The main polling place for early voting shall be the Billy Hall, Jr. Administrative Building, located at 1110 Washington St., Laredo, Texas and such other early voting and mobile voting places and dates as set forth. The main early voting polling place shall remain open from 8:00 a.m. to 6:00 p.m. on each day designated for early voting, except for Saturday, October 24, 2026, which shall be open from 8:00 a.m. to 8:00 p.m., Sunday, October 25, 2026 from 12:00 p.m. to 6:00 p.m., and Monday through Friday, October 26, 2026 to October 30, 2026 from 8:00 a.m. to 8:00 p.m. The designated polling places shall not be open on Saturdays, Sundays or official holidays, except as otherwise provided.

Section 7: That the Early Voting Clerk for said election shall be appointed by the Webb County Elections Administrator.

Section 8: Application for ballots by mail shall be conducted by the Webb County Elections Administrator. All ballot applications and ballots voted by mail shall be sent to the Webb County Elections Administrator, 1110 Washington St., Suite 103, P.O. Box 29, Laredo, Texas 78042-029.

Section 9: That notice of said Special Election shall be given by posting a substantial copy of this ordinance at City Hall on the bulletin board used for posting notices of the meetings of the City Council, not later than Sunday, October 18, 2026. A substantial copy of this ordinance also shall be published in a newspaper of general circulation published in said City, the date of publication to be not earlier than the 30th day or later than the 10th day prior to the date set for said election.

Section 10: That said election shall be conducted at each designated voting place and the ballot to be used at such election be printed in the form required by the Texas Election Code and manufacturer's specifications with names of candidates printed thereon in full and prepared in such manner as specified by the Texas Election Code. That this election is to be conducted utilizing Election Systems and Sofware's ("ES&S") Express Vote Universal Machines, DS200 Precinct Scanner & Tabulator voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("DS450 high-speed Scanner & Tabulator") voting system, currently owned and operated by the County of Webb in the conduct of elections, for its Special Election to be held Tuesday, November 3, 2026.

Section 11: That immediately after the votes at such Special Election have been conducted and proper returns thereof made to the City Council, said City Council shall meet not later than the 11th day after election day and in accordance with the Texas Election Code, at the City Council Chambers, 1st floor, 1110 Houston St., to canvass the election and cause to be entered in the proper records of the City of Laredo, Texas, its official declaration of, or order showing the actual and true results of said general election.

Section 12: That in the event that a runoff election is required, it shall be held not earlier than the 20th day nor later than the 45th day after the date the final canvass of the main election is completed in accordance with the Texas Election Code.

Section 13: That this notice shall serve as authority for conducting a special election with Jose Luis Castillo, Webb County Elections Administrator to the extent that the City of Laredo will use the same judges and clerks, where possible.

Section 15: That the City Council hereby authorizes the City Manager to negotiate and enter into a contract agreement with the Webb County Elections Office / Administrator to conduct said Special Election.

Section 16: That the City Council hereby authorizes and establishes a Central Counting Station, appointment of the Central Counting Station Presiding Judge, Manager, Tabulation Supervisor, and Counting Station Clerks as set forth in the contract agreement with the Webb County Elections Administrator.

Section 17: That the deadline for filing an application for a place on the ballot for the November 3, 2026 Special Election must be filed by August 20, 2026 at 6:00 p.m.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 17th DAY OF AUGUST 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

ELECTION CONTRACT
AND COST ESTIMATE

CITY OF
LAREDO
CITY DIST. 8 SPECIAL ELECTION

(with: Webb County, Cities of Rio Bravo & El Cenizo, Laredo College , Laredo ISD, United ISD, and Webb CISD, Webb County Appraisal District)

NOVEMBER 03, 2026

(Submitted: 08/13/2026)

ELECTION SERVICES CONTRACT
WITH COUNTY ELECTIONS ADMINISTRATOR
COUNTY OF WEBB, STATE OF TEXAS

THIS CONTRACT made on this _____day of _____, **2026**__, by and between the **City of Laredo**, hereinafter referred to as "Party," and Jose Luis Castillo, County Elections Administrator for Webb County, Texas, hereinafter referred to as "Contracting Officer", under the authority of Sections 31.092(a) and 271.002, Texas Election Code, and relating to the conduct and supervision of the **Special Election** of **November 03, 2026,** hereinafter referred to as the "election."

THIS CONTRACT is subject to the written approval of the political subdivision involved in the election, and shall not be binding on the party until such written approval is obtained. An estimate for services to be rendered pursuant to the terms of the contract provided by the Contracting Officer are attached herewith and labeled exhibits **A** thru **G.** It is agreed that it is in the public interest of the **City of Laredo**, being one of several entities participating in this election that Jose Luis Castillo, Elections Administrator, serve as the Early Voting Clerk for all entities participating in this election.

THIS AGREEMENT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election:

DUTIES AND SERVICES OF CONTRACTING OFFICER The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment in connection with the election:

(a) Contact the owners or custodians of county-designated polling places and arrange for their use in the election.

(b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the election.

(c) Procure, prepare, and distribute all necessary election supplies, including:
- (1) ballots;
- (2) qualification field systems – "EVIDS"
- (3) election kits,
- (4) all necessary ADA compliant voting machines and equipment.

(d) Notify election judges of the date, time, and place of any election school

(e) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.

(f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.

(g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the election.

(h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended.

DUTIES AND SERVICES OF THE PARTY The Party shall be responsible for performing the following duties in connection with the election:

(a) In accordance with Section 32.005(a), 32.033 (a), Texas Election Code, not later than at the signing of the election services contract, the political subdivision ordering the election shall appoint the election judges for each precinct in their election, the number of clerks to serve with the judge, appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the central counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions for the county. Should the party not make appointments as mentioned above, the contracting party may appoint as needed.

(b) As soon as possible after the final candidate filing deadline, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

GENERAL PROVISIONS

(a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.

(b) The Contracting Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Entities' failure to pay a claim.

(c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Webb County, Texas.

(d) Only the actual expenses directly attributable to the Contract may be charged (Section 31.100(b), Texas Election Code). The County Elections Officer must submit the actual costs incurred pursuant to this Contract to the Governmental Entity within a reasonable amount of time after the election.

COST OF SERVICES (Good Faith Estimate)

(a) In consideration for the services provided by the Contracting Officer, the Party agrees to pay Webb County their share of the cost of the **November 03, 2026 Joint General Election** in accordance with the following schedule:

August 28, 2026:	**$ 15,010.16**
November 20, 2026:	**$ 3,752.54**
	$ 18,762.70

(b) Payment shall be made payable to **Webb County Elections Office** and hand-delivered to:

1110 Washington St., Suite 103
Laredo, Texas 78040

Or mailed to:

P. O. Box 29
Laredo, Texas 78042-0029

ACKNOWLEDGMENT OF SHARED ELECTION

The Party acknowledges that the election is a Joint Election under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Election Services Contract with other political subdivision(s) in the county. In such event, the Party agrees to share common polling places, the cost of ballots and programming, voting equipment, and the common set of election workers with the other political subdivision(s).

GENERAL CONDITIONS

(a) This contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Webb County, Texas.

(b) In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) It is understood that in the case of an election contest solely challenging this Party's election results, the cost of such contest, challenge, or litigation will be borne by the Party.

(d) It is further understood that in the case of a runoff election due to undecided races on the election, the cost of such runoff election will also be borne by the party and will be contracted for at such time.

(e) It is also further understood that in a joint election all participating parties share in the cost of such election. Therefore, if one or more parties withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will inevitably be affected and will be adjusted and itemized in the final Actual Cost Report.

(f) This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter. By affixing his/her signature at the bottom of this contract, the party acknowledges, accepts and approves all resolutions, documents and attachments included as part of this contract.

(g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.

WITNESS the following signatures and seal:

By _____ _____
City of Laredo Date

By _____ _____
Jose Luis Castillo, Elections Administrator Date

EXHIBIT A

CITY OF LAREDO

COST ESTIMATE FOR NOVEMBER 3, 2026 SPECIAL ELECTION

1. STATISTICAL INFORMATION

A. PROJECTIONS

November 3, 2026 -City of Laredo

Early Voting:	***31,000***
Election Day:	***14,500***
Total voter turnout:	***45,500***
Registered voters:	***141,299***
Turnout percentage:	***32.20%***

B. ACTUAL TURNOUT

Early Voting:	*0*
Election Day:	*0*
Total voter turnout:	*0*
Registered voters:	*141,365*
Turnout percentage:	*0.00%*

C.	**Number of election day centers:**		**40**
D.	**Number of polling centers shared with other entities:**		**40**
E.	**Number of sub-polling sites due to splits &/or Inside / Outside CL:**	276	**15**
F.	**Number of Public Buildings used as Election Day sites:**		**18**
G.	**Number of Permanent / Temporary Early Voting Branch Sites:**		**11**
H.	**Voting system to be used in:**	**1. Early Voting:**	**ExpressVote DS200 & DS450**
		2. Election Day:	**ExpressVote DS200 & DS450**

J. Number of ballots ordered *(including additional sheets)*
(Not including sample ballots or test deck): **90,000**

2. COST OF ELECTION OPERATIONS

		Cost		Cost per Precinct	No. of Precincts	TOTAL
A. BALLOTS						
1	Official	$ 80,000.00	276	$ 289.86	15	$ **4,347.83**
2	Coding	$ 400.00	276	$ 1.45	15	$ **21.74**
3	Sample	$ 400.00	276	$ 1.45	15	$ **21.74**
4	Test	$ 450.00	276	$ 1.63	15	$ **24.46**
5	Shipping	$ 239.00	276	$ 0.87	15	$ **12.99**
B. PROGRAMMING						
1	Layout	$ 4,000.00	276	$ 14.49	15	$ **217.39**
2	Coding	$ -	276	$ -	15	$ -
3	Audio	$ 8,000.00	276	$ 28.99	15	$ **434.78**
4	Preventive Maintenance	$ -	276	$ -	15	$ -
5	Site Support	$ 6,000.00	276	$ 21.74	15	$ **326.09**
C. PROGRAMMING SERVICES FOR DS200/450/850						
1	Base charge per equipment type	$ 1,200.00	276	$ 4.35	15	$ **65.22**
2	Base charge per equipment ERM file	$ 600.00	276	$ 2.17	15	$ **32.61**
3	Ballot Types	$ 90.00	276	$ 0.33	15	$ **4.89**
4	Precincts	$ 870.75	276	$ 3.15	15	$ **47.32**
5	Splits	$ -	276	$ -	15	$ -
6	Ballot Faces	$ 1,559.25	276	$ 5.65	15	$ **84.74**
7	Contests/issues	$ 693.00	276	$ 2.51	15	$ **37.66**
8	Candidate Responses	$ 621.00	276	$ 2.25	15	$ **33.75**
9	Electronic File Transfers	$ -	276	$ -	15	$ -
10	Media Burns	$ 2,440.14	276	$ 8.84	15	$ **132.62**
11	Media Rental	$ -	276	$ -	15	$ -
12	Shipping Estimate $30.00 Per Box	$ 235.56	276	$ 0.85	15	$ **12.80**
D. RENT						
1	Tabulation/ DRE Equipment	$ 31,950.00	276	$ 115.76	15	$ **1,736.41**
2	ED Site - Pct. 404	$ 150.00	276	$ 0.54	15	$ **8.15**
3	ED Site - Pct. 405	$ 150.00	276	$ 0.54	15	$ **8.15**
4	ED Site - Pct. 310	$ 150.00	276	$ 0.54	15	$ **8.15**
5	ED Site - Pct. 417	$ 150.00	276	$ 0.54	15	$ **8.15**
6	ED Site - Pct. 124	$ 150.00	276	$ 0.54	15	$ **8.15**
7	ED Site - Pct. 227	$ 150.00	276	$ 0.54	15	$ **8.15**
8	ED Site - Pct. 128	$ 150.00	276	$ 0.54	15	$ **8.15**
9	ED Site - Pct. 239	$ 150.00	276	$ 0.54	15	$ **8.15**
10	ED Site - Pct. 344	$ 150.00	276	$ 0.54	15	$ **8.15**
11	ED Site - Pct. 349	$ 150.00	276	$ 0.54	15	$ **8.15**
12	ED Site - Pct. 460	$ 150.00	276	$ 0.54	15	$ **8.15**
13	ED Site - Pct. 272	$ 150.00	276	$ 0.54	15	$ **8.15**

E. KITS

1	Early Voting	$	349.10	276	$	1.26	15	$	**18.97**
2	Election Day	$	1,288.40	276	$	4.67	15	$	**70.02**
3	Ballot Board	$	1,545.56	276	$	5.60	15	$	**84.00**
4	Shipping	$	2,300.00	276	$	8.33	15	$	**125.00**

F. MISCELLANEOUS

1	Publication - Testing of Equipment	$	480.00	276	$	1.74	15	$	**26.09**
2	Publication - Notice of Election	$	3,500.00	276	$	12.68	15	$	**190.22**
3	Early Voting Supplies	$	9,079.00	276	$	32.89	15	$	**493.42**
4	Election Day Supplies	$	4,500.00	276	$	16.30	15	$	**244.57**
5	Gasoline - EV Vehicles	$	4,000.00	276	$	14.49	15	$	**217.39**
6	Postage - Mail Ballots	$	4,000.00	276	$	14.49	15	$	**217.39**

G. AT&T WIFI CONNECTIVITY/INTERNET USAGE-HOTSPOT

1	AT&T Wifi Usage Hotspot	$	3,468.32	276	$	12.57	15	$	**188.50**

H. EXPRESSVOTE MAINTENANCE

1	Expressvote Maintenance Fees	$	-	276	$	-	15	$	-

I. PAPER BALLOT LAYOUT SERVICES

1	Ballot Faces	$	-	276	$	-	15	$	-

3. PAPER BALLOT PRINTING SERVICES

1	Base charge per ballot	$	0.25	276	$	0.00	15	$	**0.01**
2	2 sided ballot	$	0.30	276	$	0.00	15	$	**0.02**
3	Numbering and/or Stub	$	0.30	276	$	0.00	15	$	**0.02**
4	Packaging	$	0.10	276	$	0.00	15	$	**0.01**
5	Color Bar down right side of Ballot	$	0.20	276	$	0.00	15	$	**0.01**
6	Shipping Estimate $30.00 per box	$	95.31	276	$	0.35	15	$	**5.18**

4. PROGRAMMING SERVICES FOR EXPRESSVOTE

1	English Set-Up Charge	$	400.00	276	$	1.45	15	$	**21.74**
2	Spanish Set-Up Charge	$	400.00	276	$	1.45	15	$	**21.74**
3	All other languages Set-Up Charge	$	-	276	$	-	15	$	-
4	Political Parties	$	-	276	$	-	15	$	-
5	Ballot Faces	$	108.00	276	$	0.39	15	$	**5.87**
6	Constests	$	-	276	$	-	15	$	-
7	Candidates/Responses	$	336.00	276	$	1.22	15	$	**18.26**
8	Propositions/Amendments/Instructions	$	336.00	276	$	1.22	15	$	**18.26**
9	Price per word over 1200 words	$	-	276	$	-	15	$	-
10	Media Rental	$	-	276	$	-	15	$	-
11	Media Burns	$	71.25	276	$	0.26	15	$	**3.87**
12	Shipping Estimate (about $30.00 per box)	$	118.25	276	$	0.43	15	$	**6.43**

ELECTION OPERATIONS	**$ 9,379.93**

3. COST OF EARLY VOTING PERSONNEL

			Cost		Cost per Precinct	No. of Precincts		TOTAL
A. MAIN SITE								
1	Webb County Administrative Building	$	6,322.63	276	$ 22.91	15	$	**343.62**
B. PERMANENT BRANCH SITES								
2	Barbara Fasken Rec. Ctr.	$	4,953.63	276	$ 17.95	15	$	**269.22**
3	Laredo Fire Dept.	$	8,001.50	276	$ 28.99	15	$	**434.86**
4	City Hall Annex	$	4,953.63	276	$ 17.95	15	$	**269.22**
5	McKendrick Library	$	6,322.63	276	$ 22.91	15	$	**343.62**
C. TEMPORARY BRANCH SITE								
6	Laredo Medical Center	$	4,953.63	276	$ 17.95	15	$	**269.22**
7	Doctors Hospital	$	4,953.63	276	$ 17.95	15	$	**269.22**
8	Rio Bravo Comm. Ctr.	$	4,953.63	276	$ 17.95	15	$	**269.22**
9	El Cenizo Comm. Ctr.	$	4,953.63	276	$ 17.95	15	$	**269.22**
10	Bruni Comm. Ctr.	$	4,953.63	276	$ 17.95	15	$	**269.22**
11	Marcos Arranda Rec. & Box Gym	$	4,953.63	276	$ 17.95	15	$	**269.22**
D. BALLOTS BY MAIL								
13	Mail-In Ballots	$	1,239.00	276	$ 4.49	15	$	**67.34**
		$	61,311.60					
E. EV TECH SUPPORT:								
1	Coding Installation	$	4,000.00	276	$ 14.49	15	$	**217.39**
2	Testing & Preparation	$	3,000.00	276	$ 10.87	15	$	**163.04**
3	L & A Testing	$	2,700.00	276	$ 9.78	15	$	**146.74**
4	EV Security Personnel	$	2,000.00	276	$ 7.25	15	$	**108.70**

EARLY VOTING PERSONNEL	$ 3,979.07

4. COST OF ELECTION DAY PERSONNEL

		Cost		Cost per Precinct	No. of Precincts	TOTAL
A. PRESIDING JUDGES AND CLERKS						
1	Judges	$ 11,000.00	276	$ 39.86	15	**$ 597.83**
2	Delivery Fee	$ 1,000.00	276	$ 3.62	15	**$ 54.35**
3	Clerks	$ 29,000.00	276	$ 105.07	15	**$ 1,576.09**
B. C.C. STATION & EV BALLOT BOARD						
1	CCS Manager	$ 220.00	276	$ 0.80	15	**$ 11.96**
2	Judge	$ 300.00	276	$ 1.09	15	**$ 16.30**
3	Tabulation Supervisor	$ 650.00	276	$ 2.36	15	**$ 35.33**
4	Tabulation Team Members	$ 3,000.00	276	$ 10.87	15	**$ 163.04**
5	Signature Verification	$ 600.00	276	$ 2.17	15	**$ 32.61**
6	CCS Clerks	$ 1,200.00	276	$ 4.35	15	**$ 65.22**
C. SUPPORT PERSONNEL						
1	Administrative	$ 5,000.00	276	$ 18.12	15	**$ 271.74**
2	Technical On-Site Support	$ -	276	$ -	15	**$ -**
3	Phone Support	$ 500.00	276	$ 1.81	15	**$ 27.17**
4	Maintenance Clerks	$ 1,500.00	276	$ 5.43	15	**$ 81.52**
5	Security Personnel	$ 2,435.00	276	$ 8.82	15	**$ 132.34**
6	School & Site Personnel	$ 1,600.00	276	$ 5.80	15	**$ 86.96**

ELECTION DAY PERSONNEL	**$ 3,152.45**

5. TOTALS

A.	**ELECTION OPERATIONS**						**$ 9,379.93**
B.	**EARLY VOTING PERSONNEL**						**$ 3,979.07**
C.	**ELECTION DAY PERSONNEL**						**$ 3,152.45**
							$ 16,511.44
D.	*** FICA TAXES**						
	1	Early voting	7.65% x $	3,979.07	$ 304.40		
	2	Election day	7.65% x $	3,152.45	$ 241.16		
					$ 545.56		**$ 545.56**

* *Projected amount employees will earn over $ 1,000.00 in a single year.*

E.	**SUBTOTAL OF CONTRACT**	**$ 17,057.00**
F.	**COUNTY ADMINISTRATIVE FEE** (10% of E)	**$ 1,705.70**

G. TOTAL ESTIMATED COST:	**$ 18,762.70**

X: ele S: 11032026 - COL Special Election - Exhibit A - Cost Estimate

EXHIBIT B

RESOLUTION
FOR CITY DIST. 8 SPECIAL ELECTION

WHEREAS, the **CITY COUNCIL OF THE CITY OF LAREDO** desires to enter into a Joint Election Services Contract with Webb County and the Webb County Elections Administrator as the County Election Officer and Early Voting Clerk; and

WHEREAS, the Commissioners Court of the County of Webb, in order to share the cost among the participating entities and make the voting process easier and more accessible to the voters and taxpayers of the county, also desires to conduct its election jointly;

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

Said City Council gives authorization to conduct its General Election jointly with the County of Webb, City of Rio Bravo, City of El Cenizo, Laredo College, Laredo Independent School District, United Independent School District, Webb County Appraisal District and Webb Consolidated Independent School District with Jose Luis Castillo, Webb County Elections Administrator, serving as Early Voting Clerk and managing the conduct and supervision of the **Special Election** to be held **November 3, 2026.**

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

_____

City of Laredo

EXHIBIT C

RESOLUTION
VOTING SYSTEM

RESOLUTION AND ORDER FOR THE **CITY OF LAREDO** TO APPROVE AND ADOPT ELECTION SYSTEMS AND SOFTWARE'S ("ES&S"), EXPRESSVOTE UNIVERSAL MACHINES, *(DS200 PRECINCT SCANNER & TABULATOR)* VOTING SYSTEM TO BE USED IN CONJUCTION WITH THE ELECTRONIC (" DS450 HIGH-SPEED SCANNER & TABULATOR") VOTING SYSTEM AT EACH AND EVERY EARLY VOTING AND ELECTION DAY SITE FOR THEIR **NOVEMBER 3, 2026 SPECIAL ELECTION** UNDER THE SUPERVISION OF THE WEBB COUNTY ELECTIONS ADMINISTRATOR IN ORDER TO COMPLY WITH THE FEDERAL HELP AMERICA VOTE ACT ("HAVA").

WHEREAS, the **CITY OF LAREDO** recognizes that it must comply with public law by approving and adopting a voting system to comply with the Help America Vote Act ("HAVA") requirements; and

WHEREAS, the Commissioners Court of the County of Webb, in its regular meeting of February 14, 2005, approved the creation of a Direct Record Electronic Committee to review voting systems certified by the State of Texas, Office of the Secretary of State, and recommended a voting system to be used in Webb County that complied with said HAVA requirements; and

WHEREAS, upon the DRE Committee's recommendation, the Commissioners Court of the County of Webb, on their regular meeting of OCTOBER 26, 2020, unanimously passed and approved Election Systems and Software's EXPRESS VOTE UNIVERSAL MACHINES, *DS200* PRECINCT SCANNER & TABULATOR voting system which not only provides a viable alternative voting system while also enhancing the county's current electronic ("DS450 HIGH-SPEED SCANNER & TABULATOR") voting system but complies with HAVA requirements and with the Americans with Disabilities Act ("ADA") requirements as well; and

WHEREAS, the **CITY OF LAREDO**, the authority in charge of its **2026 Special Election**, has contracted with the Webb County Elections Administrator for the conduct and supervision of its General Election to be held on the 3rd **day of November, 2026** jointly with the County of Webb, City of Rio Bravo, City of El Cenizo, Laredo College, Laredo Independent School District, United Independent School District, Webb County Appraisal District and the Webb Consolidated Independent School District;

THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LAREDO, that said City Council approves and adopts Election Systems and Software's ("ES&S") *Express Vote Universal Machines, DS200 Precinct Scanner & Tabulator* voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("DS450 High-speed Scanner & Tabulator") voting system, currently owned and operated by the County of Webb in the conduct of elections, for its Special Election to be held **November 3rd, 2026.**

City of Laredo

EXHIBIT D

RESOLUTION

AUTHORIZING AND ESTABLISHING SALARIES FOR ELECTION DAY PRESIDING JUDGES AND CLERKS; APPOINTING OF ELECTION DAY PRESIDING JUDGES; AND ESTABLISHING THE MAXIMUM NUMBER OF ELECTION DAY CLERKS FOR EACH ELECTION PRECINCT PURSUANT TO SECTIONS 32.091(a), 32.005 & 32.033, TEXAS ELECTION CODE, FOR THE NOVEMBER 3, 2026 SPECIAL ELECTION.

WHEREAS the provisions of Section 32.091 (a), Texas Election Code, state that a political subdivision's governing body has the authority to set election workers' compensation rate at or above the federal minimum wage; and

WHEREAS the provisions of Section 32.005, Texas Election Code, state that election judges shall be appointed for each election ordered by the political subdivision; and

WHEREAS the provisions of Section 32.033, Texas Election Code, state that the political subdivision shall prescribe the maximum number of clerks that each presiding judge may appoint for their election precinct; and

WHEREAS the City Council of the **CITY OF LAREDO** believes that in order to provide the voters of the city with professional and exceptional service, a fair and reasonable wage is important and should be provided to election judges and clerks serving in this election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO,** that pursuant to Section 32.091 (a), Texas Election Code, the compensation rate for election day presiding judges and clerks for the November 3, 2026 Special Election, and any subsequent runoff election, is established and approved as follows:

Election Day and Early Voting Presiding Judges:	**$ 14.00 / Hr.**
Election Day and Early Voting Clerks:	**$ 12.00 / Hr.**

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the **CITY OF LAREDO**, that pursuant to Sections 32.005 & 32.033, the following be appointed to serve as election day presiding judges in their respective precincts with the maximum number of clerks to assist in the November 3, 2026 Special Election, and any subsequent runoff election, as follows:

Pct.	Location	Judge	Max # of Clerks
401	Elections Office Department	Zulema Garza	3
403	Shirley Field Sports Complex	Jacqueline Castillo	3
404	St. Frances Cabrini Church	Francisco Munoz	3
405	Piedra Angular Templo Cristiano	Grace Guerrero	3
407	35 Plaza LLC.	Isabel Almanza	3
309	Hillside Recreation Center	Miguel Valdez	3
310	Christ Miracle Center	Alejandra Garza	3
312	LISD Transportation	Guillermina Diaz	3
413	Margarito Benavides Rec. Ctr.	Rosa Rodriguez	3
415	LISD Technology Ctr.	Maricella Arriaga	3

417	First United Methodist Church	Juan Duenes	3
221	Canizales Boxing Gym	Jahmai Hernandez	3
124	St. Joseph Church Hall	Brenda Andrade	3
226	UISD Service Center	Reynaldo Gonzalez	3
227	Iglesia Senda de Gloria	Sandra Gonzalez	3
128	Templo Revelación	Loana Arriaga	3
130	McKendrick Library	Maria Zamarron	3
132	UISD Family Matters Center	Arlene Solis	3
134	Rio Bravo Community Ctr.	Sylvia Palomares	3
135	El Cenizo Community Ctr.	Amabelli Palomares	3
136	E. Salinas Community Ctr.	Daniel Perales	3
237	Bruni Community Center	Andrea Morales	3
239	Laredo First Asembly of God	Lizette Mendive	3
342	J.P. Precinct 4 Office	Rogelio Garcia	3
343	Laredo Fire Dept.	Luis Gonzalez	3
344	Church of the Crossroads	Isabel Garza	3
448	F & A Bruni Comm. Center	Alice Herrera	3
349	TX Fine Furniture	David MacLendon	3
250	UISD SAC	Andres Padron	3
251	Laredo Medical Center	Graciela Ramos	3
252	Boys & Girls Club Lamar	Anita Trejo	3
453	L-B-V Inner City Park	John Palacios	3
154	El Eden Recreation Center	Veronica Villanueva	3
255	Texas A&M Int'l University	Andrea Vega	3
458	Barbara Fasken Rec. Ctr.	Ana Maria Luna	3
359	Doctors Hospital	Roberto Cavazos	3
460	Gallagher Garden Apts.	Alejandra Martinez	3
266	City Hall Annex Bldg.	Adalberto Ramirez	3
272	Guerra Building	Mary Rubio	3

EXHIBIT E

RESOLUTION
CENTRAL COUNTING STATION PERSONNEL

WHEREAS the provisions of Section 127.001(a), Texas Election Code, authorize the processing of electronic voting system results in a central counting station and set guidelines to the establishment and organization of said central counting station; and

WHEREAS the City Council of the **City of Laredo** desires to establish a central counting station and appoint personnel to process optical scan mail ballots, early vote and election day ballots as well as early voting and election day ballots cast electronically on the Express Vote & DS200 Precinct Scanner & DS450 Precinct Tabulator voting units for the **November 3, 2026 Special Election**, in accordance with Chapter 127, Texas Election Code; and

WHEREAS said City Council of the **City of Laredo** believes that the processing of these ballots in a central counting station will ensure that they will be processed in a fair and impartial manner thus securing the purity of the election; and

THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the **City of Laredo** that pursuant to Chapter 127, Texas Election Code, a central counting station is hereby established at the following location, that the following personnel be appointed to serve as stated in said central counting station, and that their respective salaries be established and approved as follows:

(127.001)	Central Counting Station Location:	**Billy Hall, Jr. Administrative Building 1st Floor Conference Room (1A) 1110 Washington St. Laredo, Texas 78040**	
(127.002)	Central Counting Station Manager:	**Jose Luis Castillo**	**NO FEE**
(127.003)	Tabulation Supervisor:	**Gustavo Ornelas**	**$ 44.76 hr.**
(127.004)	Assistant Tabulation Supervisors:	**Joseph Hernandez**	**$ 42.00 hr.**
(127.005)	Presiding Judge of Counting Station:	**Jose Salvador Tellez**	**$20.00 hr.**

City of Laredo

W: ele S: 11032026 – COL Special Election – Exhibit E – Central Counting Station Personnel

EXHIBIT F

NOVEMBER 3, 2026
CITY DIST. 8 SPECIAL ELECTION
EARLY VOTING SITES
(Temporary sites subject to change as per commissioners court approvals)

MAIN EARLY VOTING SITE

Elections Office Department, 720 Convent Ave.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

PERMANENT BRANCH EARLY VOTING SITES

Barbara Fasken Recreation Center, 15201 Cerralvo Dr.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

Laredo Fire Dept. Administrative Ctr, 616 E. Del Mar Blvd.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

City Hall Annex Building, 1102 Bob Bullock Loop

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

McKendrick, Ochoa, Salinas Library, 2901 Palo Blanco St.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

TEMPORARY BRANCH EV SITES

Laredo Medical Center, 1700 E. Saunders Ave.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

Doctors Hospital, 10700 McPherson Rd.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

Rio Bravo Community Center, 1600 Orquidia Ln.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

El Cenizo Community Center, 3519 Cecilia Ln.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

Bruni Community Center, 303 E. 12th St., Bruni, TX

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

Marcos Aranda Recreation and Boxing Gym, 4418 Old Sta. Maria Rd.

Monday, October 19 thru Friday, October 23, 2026	8:00 am to 6:00 pm
Saturday, October 24, 2026	8:00 am to 8:00 pm
Sunday, October 25, 2026	12:00 pm to 6:00 pm
Monday, October 26 thru Friday, October 30, 2026	8:00 am to 8:00 pm

These sites were approved by Commissioners Court on their Regular Meeting of .

W: ele S: 11032026 – COL Special Election - Exhibit F - Early Voting Sites

EXHIBIT G

NOVEMBER 3, 2026
CITY DIST. 8 SPECIAL ELECTION

ELECTION DAY CENTERS
VOTERS CAN VOTE ANYWHERE

Pct. *(Pcto)*	Location *(Ubicación)*	Address *(Dirección)*	City *(Ciudad)*
401	Elections Office Department	720 Convent Ave.	Laredo
403	Shirley Field Sports Complex	2002 San Bernardo Ave.	Laredo
404	St. Frances Cabrini Church	3018 Davis Ave.	Laredo
405	Piedra Angular Templo Cristiano	4020 Santa Maria Ave.	Laredo
407	35 Plaza LLC.	5810 San Bernardo Ave.	Laredo
309	Hillside Recreation Center	320 Wyoming St.	Laredo
310	Christ Miracle Center	4400 Sanders Ave.	Laredo
312	LISD Transportation	3302 Springfield Ave.	Laredo
413	Margarito Benavides Rec. Ctr.	2902 Tilden Ave.	Laredo
415	LISD Technology Ctr.	2001 Cedar Ave.	Laredo
417	First United Methodist Church	1220 McClelland Ave.	Laredo
221	Canizales Boxing Gym	1610 Guadalupe St.	Laredo
124	St. Joseph Church Hall	109 N. Meadow Ave.	Laredo
226	UISD Service Center	3501 E. Saunders St.	Laredo
227	Iglesia Senda de Gloria	125 Mendoza Ave.	Laredo
128	Templo Revelacion	1102 S. Meadow Ave.	Laredo
130	McKendrick Ochoa Salinas Library	1920 Palo Blanco St.	Laredo
132	UISD Family Matters Center	4906 Highway 83	Laredo
134	Rio Bravo Community Center	1600 Orquidia Ln.	Rio Bravo
135	El Cenizo Community Center	3519 Cecilia Ln.	El Cenizo
136	E. Salinas Community Ctr.	917 N. Main	Mirando
237	Bruni Community Center	303 E. 12th St.	Bruni
239	Laredo First Assembly of God	6103 McPherson Rd.	Laredo
342	JP Precinct 4 Building	8501 San Dario Ave.	Laredo
343	Laredo Fire Department	616 E. Del Mar Blvd.	Laredo
344	Church of the Crossroads	1301 International Blvd.	Laredo
448	F&A Bruni Comm. Ctr.	452 Rancho Penitas Rd.	Laredo
349	TX Fine Furniture	2455 Monarch Dr.	Laredo
250	UISD SAC	5208 Santa Claudia Ln.	Laredo
251	Laredo Medical Center	1700 E. Saunders St.	Laredo
252	Boys & Girls Club Lamar	3900 Los Presidentes Ave.	Laredo
453	Lamar Bruni Vergara Park	202 W. Plum St.	Laredo
154	El Eden Recreation Center	4735 Loma Vista Dr.	Laredo
255	Texas A&M Int'l University	4907 University Blvd.	Laredo
458	Barbara Fasken Recreation Center	15201 Cerralvo Dr.	Laredo
359	Doctors Hospital	10700 McPherson Rd.	Laredo
460	Gallagher Garden Apts.	5118 Gallagher Ave.	Laredo
266	City Hall Annex Bldg.	1102 Bob Bullock Loop	Laredo
272	Guerra Building	6402 N. Bartlett	Laredo

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 24.**

SUBJECT
Amending Agenda Item No. 26-1015, previously approved by City Council, to correct the Vehicle Identification Number (VIN) for the donation of a 2005 American LaFrance truck from the Fire Department to the Municipality of Queretaro, Queretaro, Mexico (assigned for use to the City of Queretaro, Queretaro, under the custody of the State Civil Protection Coordination of Queretaro, which belongs to the Executive Branch of the State of Queretaro). The correct Vehicle Identification Number (VIN) is 4Z3AAACG75RU37498.
All other terms and conditions authorized under Agenda Item No. 26-1015 remain unchanged. There is no financial impact associated with this amendment.

PREVIOUS COUNCIL ACTION
Previously approved by City Council | Agenda Item 26-1015 Authorizing the City Manager to donate a 2005 American LaFrance truck from the Fire Department to the Municipality of Queretaro, Queretaro, Mexico (Assigned for use to the City of Querétaro, Querétaro, under the custody of the State Civil Protection Coordination of Querétaro, which belongs to the Executive Branch of the State of Querétaro). The vehicle will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. The American LaFrance Truck, formerly designated as Unit #189, has been fully depreciated and holds minimal or no monetary value.

BACKGROUND
The City of Laredo Fire Department has identified one surplus vehicle, a 2005 American LaFrance Truck, Vin# 4z3aaacg75ru37498 (Unit #189), for donation to the Municipality of Queretaro, Queretaro, Mexico. The vehicle has been fully depreciated, holds minimal or no monetary value, and is no longer part of the City’s active fleet. Donating the 2005 American LaFrance truck will provide meaningful benefit to the Queretaro metropolitan area emergency response services while also honoring the City’s international partnership and the recent agreement signed with the State of Queretaro.

The 2005 American LaFrance truck will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. This action further reinforces the City’s ongoing efforts to support regional cooperation and strengthen binational relationships.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Donation Will be accounted for in the General Fixed Assets

Unit #189

- 2005 American Le France
- Vin# 4z3aaacg25ru37498
- At fire shop for over 3 years.
- Vehicle starts with a jump start.
- No parts available for this brand
- Interior needs full make over
- Unit is 21 years old
- Good unit for donation




LAREDO
LAREDO
FIRE DEPT


LAREDO


6
KEEP BACK 500 FEET

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 25.**

SUBJECT
Amending Agenda Item No. 26-1055, previously approved by City Council, to correct the model year of the Freightliner truck authorized for donation from the Fire Department to the Municipality of Pinal de Amoles, Queretaro, Mexico. The correct vehicle description is a 2009 Freightliner truck, formerly designated as Unit #238.
All other terms and conditions authorized under Agenda Item No. 26-1055 remain unchanged. There is no financial impact associated with this amendment.

PREVIOUS COUNCIL ACTION
Previously approved by City Council | Agenda item 26-1055 Authorizing the City Manager to donate a 2008 Freightliner truck from the Fire Department to the Municipality of Pinal de Amoles, Queretaro, Mexico. The vehicle will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. The 2008 Freightliner truck, formerly designated as Unit #238, has been fully depreciated and holds minimal or no monetary value.

BACKGROUND
The City of Laredo Fire Department identified one surplus vehicle, a 2009 Freightliner Truck, Vin# 1FVDCXDJ29HAG1954 (Unit #238), for donation to the Municipality of Pinal de Amoles, Queretaro, Mexico. The vehicle has been fully depreciated, holds minimal or no monetary value, and is no longer part of the City’s active fleet. Donating the 2009 Freightliner truck will provide meaningful benefit to the Pinal de Amoles region emergency response services while also honoring the City’s international partnership with the Mexican community.

The 2009 Freightliner truck will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. This action further reinforces the City’s ongoing efforts to support regional cooperation and strengthen binational relationships.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	N/A

Account #: N/A
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
Donation Will be accounted for in the General Fixed Assets

Unit #238

- 2008 Freightliner
- Vin# 1FVDCXDJ29HAG1954
- At fire shop for over 4 years.
- Engine 10-7
- Transmission 10-7
- Pump 10-7
- Needs major repairs
- Unit is 18 years old


LAREDO
FIRE DEPT.
B-3


FREIGHTLINER
TEXAS
EXEMPT
106-4957


TEXAS
EXEMPT
106-4957


LAREDO
FIRE DEPT.
B-3
238

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 26.**

SUBJECT
Rescinding the previously authorized donation of a 2006 American LaFrance truck from the Laredo Fire Department to the Municipality of San Miguel de Allende, Guanajuato, Mexico, and authorizing the City Manager to donate said vehicle instead to the Patronato del Cuerpo de Bomberos de San Miguel de Allende, Guanajuato, Mexico.
All other terms and conditions associated with the previously authorized donation remain unchanged. There is no financial impact associated with this action.

Agenda item 26-1259 Authorizing the City Manager to donate a 2006 American LaFrance from the Laredo Fire Department to the Municipality of San Miguel de Allende, Guanajuato, Mexico. The vehicle will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. The 2006 American LaFrance, formerly designated as Unit #199, has been fully depreciated and holds minimal or no monetary value.

BACKGROUND
The City of Laredo Fire Department identified one surplus vehicle, a 2006 American LaFrance, VIN# 1afaaacg36rw93331 (Unit #199), for donation to the Municipality of San Miguel de Allende, Guanajuato, Mexico. The vehicle has been fully depreciated, has minimal to no remaining monetary value, and is no longer part of the City’s active fleet.

The donation of this 2006 American LaFrance will provide valuable support to emergency response operations in the Municipality of San Miguel de Allende, Guanajuato, Mexico. This action reflects the City of Laredo’s commitment to international cooperation and supports the partnership established with the Municipality of San Miguel de Allende.

The vehicle will be donated on an “as-is” basis, and the City of Laredo shall bear no responsibility or liability for its operation, maintenance, or use following transfer of ownership. This donation further reinforces the City’s ongoing efforts to foster regional collaboration, strengthen binational relationships, and support public safety initiatives among its international partners.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval of this item. This action supports international goodwill, strengthens our regional partnerships, and allows the City to repurpose surplus equipment for the benefit of a neighboring community’s public safety efforts. Approval of this item will provide the Municipality of San Miguel de Allende, Guanajuato with a valuable resource at no cost to the City, while furthering Laredo’s role as a leader in fostering binational cooperation with our Sister City since 2001.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Donation will be accounted for in the General Fixed Assets

Unit #199

- 2006 American Le France
- Vin# 1afaaacg36rw93331
- At fire shop for over 3 years.
- Vehicle starts with a jump start.
- No parts available for this brand
- Transfer case needs replacement
- Unit is 20 years old
- Good unit for donation




LAREDO
LAREDO
FIRE DEPT


LAREDO


6
KEEP BACK 500 FEET

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 27.**

SUBJECT
Amending agenda item 26-1000, previously approved by City Council to correct the Vehicle Identification Number (VIN) and vehicle year for the donation of a Rosenbauer ARFF truck from the Fire Department to the Municipality of Nuevo Laredo, Tamaulipas, Mexico. The correct Vehicle Identification Number (VIN) is 1FVKBBCK42PK00182 and the correct year of the vehicle is 2002.

PREVIOUS COUNCIL ACTION
Previously approved by city council agenda item 26-1000 - Authorizing the City Manager to donate a 2003 Rosenbauer ARFF truck from the Fire Department to the Municipality of Nuevo Laredo, Tamaulipas, Mexico. The vehicle will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. The ARFF Truck, formerly designated as Unit #169, has been fully depreciated and holds minimal or no monetary value. The ARFF truck will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer.

BACKGROUND
The City of Laredo Fire Department has identified one surplus vehicle, a 2002 Rosenbauer ARFF Truck, VIN # 1FVKBBCK42PK00182 (Unit #169), for donation to the Municipality of Nuevo Laredo, Tamaulipas, Mexico. The vehicle has been fully depreciated, holds minimal or no monetary value, and is no longer part of the City’s active fleet. Donating the ARFF Truck will provide meaningful benefit to Nuevo Laredo’s emergency response services while also honoring the City’s international partnership with the neighboring community.

The ARFF truck will be donated “as is,” and the City of Laredo shall assume no liability for its use following transfer. This action further reinforces the City’s ongoing efforts to support regional cooperation and strengthen binational relationships.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item. This action supports international goodwill, strengthens our regional partnerships, and allows the City to repurpose surplus equipment for the benefit of a neighboring community’s public safety efforts. Approval of this item will provide Nuevo Laredo with a valuable resource at no cost to the City, while furthering Laredo’s role as a leader in fostering binational cooperation.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Donation will be accounted for in the General Fixed Assets

Unit #169

- 2003 ROSENBAUER ARFF TRUCK
- Vin# 1FMZU62K43UB06618
- At shop yard for over 1 years.
- Has several mechanical problems
- ARFF only allows 2 ARFF units at airport
- Unit is 23 years old


108 2589


LAREDO FIRE DEPARTMENT
FIRE RESCUE
LAREDO INTERNATIONAL AIRPORT


5001
169
TEXAS
108-2589
rosenbauer
rosenbauer


LAREDO FIRE DEPARTMENT
FIRE RESCUE
LAREDO INTERNATIONAL AIRPORT

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 28.**

SUBJECT
Consideration for approval of FY25-ENG-08 City of Laredo Health Department Site Accessibility Upgrades Project as complete, including all warranty certificates, release of retainage, and final payment in the amount of $21,108.98 to Quantcorp Construction, LLC, Laredo, Texas and approval of change order no. 1 in a decrease of $20,228.95. The final construction contract amount is $425,131.38. Funding is available in the 2017 Certificate of Obligation Bond, 2023 Certificate of Obligation Bond, and Public Health Fund- EMS Waiver Funds.

PREVIOUS COUNCIL ACTION
On June 2, 2026, City council awarded a construction contract to the lowest, responsible, responsive bidder Quantum Construction LLC, Laredo, Texas, in the amount not to exceed $445,745.05 for the FY25-ENG-08 City of Laredo Health Department Site Accessibility Upgrades Project for the total base bid including alternates 1 and 2. Construction contract time is 130 working days. Funding is available in the 2017 Certificate of Obligation Issue Fund, 2017 and 2023 Certificate of Obligation Issue Funds Mayor's Priority Funds, and Public Health Fund- EMS Waiver Funds.

BACKGROUND
The Project consists of upgrades and renovations of the exterior accessible routes including parking areas, ramps, stairs and sidewalks. Construction contract time for the project is one hundred and thirty (130) working days.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

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

FINANCIAL IMPACT:
Funding is available in the 2017 Certificate of Obligation Issue Fund, 2017 and 2023 Certificate of

Obligation Issue Funds Mayor's Priority Funds, and Public Health Fund- EMS Waiver Funds.
HD1802: 471-0000-206-0100: $3,709.15
D92302: 471-0000-206-0100 : $3,919.75
476-0000-206-0100 : $11,863.83
HDEMAC: 226-0000-206-0100: $1,616.25

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AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	City of Laredo Engineering Dept. 1110 Houston St. Laredo, TX 78040	**PROJECT:**	FY25-ENG-08 City of Laredo Health Department Site Accessibility Project 2600 Cedar Ave. Laredo, TX 78040	**APPLICATION NO:** 007	**Distribution to:**
				PERIOD TO: June 2, 2026	OWNER : [X] ARCHITECT : [X]
				CONTRACT FOR:	CONTRACTOR : [X]
FROM	QUANTCORP CONSTRUCTION, LLC	**VIA**	Slay Architecture	**CONTRACT DATE:** 09-09-2025	FIELD : [ ]
CONTRACTOR:	6548 Springfield Ave Ste 101 Laredo, TX 78041	**ARCHITECT:**	9901 McPherson Rd. Ste. 104 Laredo, TX 78045	**PROJECT NOS:** / /	OTHER : [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$445,745.05
2. NET CHANGE BY CHANGE ORDERS		$(23,565.43)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$422,179.62
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$422,179.62
5. RETAINAGE:		
a. 0.00% of Completed Work (Column D + E on G703: $422,179.62)=	$0.00	
b. 0.00% of Stored Material (Column F on G703: $0.00)=	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$422,179.62
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$401,070.64
8. CURRENT PAYMENT DUE		$21,108.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$23,544.22	$47,109.65
Total approved this Month	$0.00	$0.00
TOTALS	$23,544.22	$47,109.65
NET CHANGES by Change Order		$(23,565.43)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 6/2/2026

State of:
County of:

Subscribed and sworn to before me this 3 day of June, 2026

Notary Public:
My Commission expires: March 12, 2030

ROXANA GUADALUPE PEREZ
Notary ID #135551049
My Commission Expires
March 12, 2030

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $21,108.98

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

FY25-ENG-08 City of Laredo
Health Department Site Accessibility Project
2600 Cedar Ave.
Laredo, TX 78040

APPLICATION NO: 007
APPLICATION DATE: 06-02-2026
PERIOD TO: June 2, 2026
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	1.0 Parking Area #1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2-410	1.1 Demolition sidewalk & ramps	6,748.43	6,748.43	0.00	0.00	6,748.43	100.00%	0.00	0.00
2-410	1.2 Demolition pavement and curb	13,289.67	13,289.67	0.00	0.00	13,289.67	100.00%	0.00	0.00
10-140	1.3 Exterior Signage	1,701.72	1,701.72	0.00	0.00	1,701.72	100.00%	0.00	0.00
2-914	1.4 Traffic Control	972.40	972.40	0.00	0.00	972.40	100.00%	0.00	0.00
2-410	1.5 Street Preparation	702.38	702.38	0.00	0.00	702.38	100.00%	0.00	0.00
32-120	1.6 8" Flexible Base	3,101.89	3,101.89	0.00	0.00	3,101.89	100.00%	0.00	0.00
Credit	Credit 1.6 8" Flexible Base	(3,101.89)	(3,101.89)	0.00	0.00	(3,101.89)	100.00%	0.00	0.00
32-120	1.7 2" Hot Mix Asphalt	3,942.67	3,942.67	0.00	0.00	3,942.67	100.00%	0.00	0.00
Credit	Credit 1.7 2" Hot Mix Asphalt	(3,942.67)	(3,942.67)	0.00	0.00	(3,942.67)	100.00%	0.00	0.00
32-120	1.8 Prime Coat	894.41	894.41	0.00	0.00	894.41	100.00%	0.00	0.00
Credit	Credit 1.8 Prime Coat	(894.41)	(894.41)	0.00	0.00	(894.41)	100.00%	0.00	0.00
32-160	1.9 Concrete Curb and gutter	3,267.84	3,267.84	0.00	0.00	3,267.84	100.00%	0.00	0.00
Credit	Credit 1.9 Concrete Curb and gutter	(3,267.84)	(3,267.84)	0.00	0.00	(3,267.84)	100.00%	0.00	0.00
11-120	1.10 Wheelstops	729.32	729.32	0.00	0.00	729.32	100.00%	0.00	0.00
3-910	1.11 Concrete Sidewalk	1,820.40	1,820.40	0.00	0.00	1,820.40	100.00%	0.00	0.00
3-912	1.12 Concrete Ramp	8,673.49	8,673.49	0.00	0.00	8,673.49	100.00%	0.00	0.00
10-881	1.13 Striping	1,480.14	1,480.14	0.00	0.00	1,480.14	100.00%	0.00	0.00
5-520	1.14 Handrails	16,494.34	16,494.34	0.00	0.00	16,494.34	100.00%	0.00	0.00
	2.0 Parking Area #2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2-410	2.1 Demolition sidewalk & ramps	5,088.98	5,088.98	0.00	0.00	5,088.98	100.00%	0.00	0.00
2-410	2.2 Demolition pavement and curb	24,749.55	24,749.55	0.00	0.00	24,749.55	100.00%	0.00	0.00
10-140	2.3 Exterior Signage	2,978.01	2,978.01	0.00	0.00	2,978.01	100.00%	0.00	0.00
2-914	2.4 Traffic Control	972.40	972.40	0.00	0.00	972.40	100.00%	0.00	0.00

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A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
32-120	2.5 Street Preparation	1,304.42	1,304.42	0.00	0.00	1,304.42	100.00%	0.00	0.00
32-120	2.6 8" Flexible Base	6,203.78	6,203.78	0.00	0.00	6,203.78	100.00%	0.00	0.00
Credit	Credit 2.6 8" Flexible Base	(6,203.78)	(6,203.78)	0.00	0.00	(6,203.78)	100.00%	0.00	0.00
32-120	2.7 2" Hot Mix Asphalt	7,885.34	7,885.34	0.00	0.00	7,885.34	100.00%	0.00	0.00
Credit	Credit 2.7 2" Hot Mix Asphalt	(7,885.34)	(7,885.34)	0.00	0.00	(7,885.34)	100.00%	0.00	0.00
32-120	2.8 Prime Coat	1,788.82	1,788.82	0.00	0.00	1,788.82	100.00%	0.00	0.00
Credit	Credit 2.8 Prime Coat	(1,788.82)	(1,788.82)	0.00	0.00	(1,788.82)	100.00%	0.00	0.00
32-160	2.9 Concrete Curb and gutter	3,318.90	3,318.90	0.00	0.00	3,318.90	100.00%	0.00	0.00
Credit	Credit 2.9 Concrete Curb and gutter	(3,318.90)	(3,318.90)	0.00	0.00	(3,318.90)	100.00%	0.00	0.00
11-120	2.10 Wheelstops	1,276.31	1,276.31	0.00	0.00	1,276.31	100.00%	0.00	0.00
3-910	2.11 Concrete Sidewalk	4,264.00	4,264.00	0.00	0.00	4,264.00	100.00%	0.00	0.00
3-912	2.12 Concrete Ramp	2,187.90	2,187.90	0.00	0.00	2,187.90	100.00%	0.00	0.00
10-881	2.13 Striping	2,724.88	2,724.88	0.00	0.00	2,724.88	100.00%	0.00	0.00
	3.0 Parking Area #4	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2-410	3.1 Demolition sidewalk & ramps	26,925.64	26,925.64	0.00	0.00	26,925.64	100.00%	0.00	0.00
2-410	3.2 Demolition pavement and curb	20,331.81	20,331.81	0.00	0.00	20,331.81	100.00%	0.00	0.00
10-140	3.3 Exterior Signage	4,679.73	4,679.73	0.00	0.00	4,679.73	100.00%	0.00	0.00
2-914	3.4 Traffic Control	972.40	972.40	0.00	0.00	972.40	100.00%	0.00	0.00
32-120	3.5 Street Preparation	1,072.60	1,072.60	0.00	0.00	1,072.60	100.00%	0.00	0.00
32-120	3.6 8" Flexible Base	5,020.40	5,020.40	0.00	0.00	5,020.40	100.00%	0.00	0.00
Credit	Credit 3.6 8" Flexible Base	(5,020.40)	(5,020.40)	0.00	0.00	(5,020.40)	100.00%	0.00	0.00
32-120	3.7 2" Hot Mix Asphalt	6,381.20	6,381.20	0.00	0.00	6,381.20	100.00%	0.00	0.00
Credit	Credit 3.7 2" Hot Mix Asphalt	(6,381.20)	(6,381.20)	0.00	0.00	(6,381.20)	100.00%	0.00	0.00
32-120	3.8 Prime Coat	1,447.60	1,447.60	0.00	0.00	1,447.60	100.00%	0.00	0.00
Credit	Credit 3.8 Prime Coat	(1,447.60)	(1,447.60)	0.00	0.00	(1,447.60)	100.00%	0.00	0.00
32-160	3.9 Concrete Curb and gutter	3,472.08	3,472.08	0.00	0.00	3,472.08	100.00%	0.00	0.00
Credit	Credit 3.9 Concrete Curb and gutter	(3,472.08)	(3,472.08)	0.00	0.00	(3,472.08)	100.00%	0.00	0.00
11-120	3.10 Wheelstops	2,005.63	2,005.63	0.00	0.00	2,005.63	100.00%	0.00	0.00
3-910	3.11 Concrete Sidewalk	23,206.00	23,206.00	0.00	0.00	23,206.00	100.00%	0.00	0.00
3-910	3.12 Concrete Ramp	7,519.05	7,519.05	0.00	0.00	7,519.05	100.00%	0.00	0.00
10-881	3.13 Striping	2,205.11	2,205.11	0.00	0.00	2,205.11	100.00%	0.00	0.00
5-520	3.14 Handrails	20,663.50	20,663.50	0.00	0.00	20,663.50	100.00%	0.00	0.00
	4.0 Courtyard Area	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2-410	4.1 Demolition steps, ramps and sidewalks	21,945.00	21,945.00	0.00	0.00	21,945.00	100.00%	0.00	0.00

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
2-914	4.2 Traffic Control	972.40	972.40	0.00	0.00	972.40	100.00%	0.00	0.00
3-910	4.3 Concrete Sidewalk and steps	28,185.96	28,185.96	0.00	0.00	28,185.96	100.00%	0.00	0.00
3-912	4.4 Concrete Ramps	4,982.32	4,982.32	0.00	0.00	4,982.32	100.00%	0.00	0.00
5-520	4.5 Handrails	3,160.30	3,160.30	0.00	0.00	3,160.30	100.00%	0.00	0.00
	6.0 Mobilization	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
31-9	6.0 Mobilization and demobilization	10,939.50	10,939.50	0.00	0.00	10,939.50	100.00%	0.00	0.00
	6.0 Alternate #1 Parking Area #3	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2-410	6.1 Demolition sidewalk & ramps	2,765.75	2,765.75	0.00	0.00	2,765.75	100.00%	0.00	0.00
2-410	6.2 Demolition pavement and curb	8,011.71	8,011.71	0.00	0.00	8,011.71	100.00%	0.00	0.00
10-140	6.3 Exterior Signage	1,276.29	1,276.29	0.00	0.00	1,276.29	100.00%	0.00	0.00
2-914	6.4 Traffic Control	972.40	972.40	0.00	0.00	972.40	100.00%	0.00	0.00
32-120	6.5 Street Preparation	422.12	422.12	0.00	0.00	422.12	100.00%	0.00	0.00
32-120	6.6 8" Flexible Base	2,008.16	2,008.16	0.00	0.00	2,008.16	100.00%	0.00	0.00
32-120	6.7 2" Hot Mix Asphalt	2,552.48	2,552.48	0.00	0.00	2,552.48	100.00%	0.00	0.00
32-120	6.8 Prime Coat	579.04	579.04	0.00	0.00	579.04	100.00%	0.00	0.00
32-160	6.9 Concrete Curb and gutter	1,148.85	1,148.85	0.00	0.00	1,148.85	100.00%	0.00	0.00
11-120	6.10 Wheelstops	546.99	546.99	0.00	0.00	546.99	100.00%	0.00	0.00
3-910	6.11 Concrete Sidewalk	1,836.80	1,836.80	0.00	0.00	1,836.80	100.00%	0.00	0.00
3-912	6.12 Concrete Ramp	2,187.90	2,187.90	0.00	0.00	2,187.90	100.00%	0.00	0.00
10-881	6.13 Striping	908.89	908.89	0.00	0.00	908.89	100.00%	0.00	0.00
5-520	6.14 Handrails	0.01	0.01	0.00	0.00	0.01	100.00%	0.00	0.00
	7.0 Alternate #2 Concrete Lieu of Asphalt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3-913	7.1 Parking Area #1	17,299.28	17,299.28	0.00	0.00	17,299.28	100.00%	0.00	0.00
3-913	7.2 Parking Area #2	32,029.36	32,029.36	0.00	0.00	32,029.36	100.00%	0.00	0.00
3-913	7.3 Parking Area #4	26,548.40	26,548.40	0.00	0.00	26,548.40	100.00%	0.00	0.00
	Contigency	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
Credit	Credit Contigency	(384.72)	(384.72)	0.00	0.00	(384.72)	100.00%	0.00	0.00
Change Ord. 1	Remove Exist. Scupper, replace with new leader box & downspout	2,668.58	2,668.58	0.00	0.00	2,668.58	100.00%	0.00	0.00
Change Ord. 2	Demolition and ext. of ramps across entry way	6,457.25	6,457.25	0.00	0.00	6,457.25	100.00%	0.00	0.00
Change Ord. 3	Increase concrete thickness at courtyard, add cont. ramps on each side	5,274.50	5,274.50	0.00	0.00	5,274.50	100.00%	0.00	0.00

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
Change Ord. 4	Repair around exist. grate inlet, leveling at perimeter	1,334.29	1,334.29	0.00	0.00	1,334.29	100.00%	0.00	0.00
Change Ord. 5	Provide 5" curb on ea. side of ramp (w/dowels and reinf.)	3,494.56	3,494.56	0.00	0.00	3,494.56	100.00%	0.00	0.00
Change Ord. 6	Modified gate, fence panel metal grate (area 2)	1,670.00	1,670.00	0.00	0.00	1,670.00	100.00%	0.00	0.00
Change Ord. 7	Irrigation system Repairs (Area 2)	2,645.04	2,645.04	0.00	0.00	2,645.04	100.00%	0.00	0.00
	GRAND TOTAL	**422,179.62**	**422,179.62**	**0.00**	**0.00**	**422,179.62**	**100.00%**	**0.00**	**0.00**

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AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS

TO: CITY OF LAREDO
WEBB COUNTY, TEXAS

PROJECT:

FY25-ENG-08
City of Laredo Health Department SITE ACCESSIBILITY UPGRADES

By this instrument the undersigned contractor engaged in the construction of the above project certifies that on this date, or anytime prior thereto, except listed below, contractor has paid in full or has otherwise satisfied all obligations for all materials and for all known indebtedness and claims against the project, its land, improvements and equipment of every kind.

The undersigned hereby certifies that he has received all payments currently due under his contract for work on the project above referred. Therefore, the undersigned does hereby waive and/or release any and all liens against the property, project and as of the 03 day of June, 2026.

CONTACT PERSON
CONTRACTOR COMPANY NAME
Abraham R. Gonzalez
Quantcorp Construction, LLC

STATE OF TEXAS:

COUNTY OF Webb:

Before me, the undersigned authority, on this day personally appeared Abraham Gonzalez, known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledge to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statements therein are true.

SWORN AND SUBSCRIBED TO before me this 3 day of June, 2026.

ROXANA GUADALUPE PEREZ
Notary ID #135551049
My Commission Expires
March 12, 2030

NOTARY PUBLIC
MY COMMISSION EXPIRES: March 12, 2026

CITY OF LAREDO

CONTRACTOR'S APPLICATION FOR PAYMENT

FY25-ENG-08

PROJECT: **City of Laredo Health Department SITE ACCESSIBILITY UPGRADES**

ORIGINAL CONTRACT: $445,745.05 -
CHANGE ORDERS: $(23,565.43)
TOTAL TO DATE: 422,179.62
% COMPLETE: 100%
TOTAL WORK TO DATE: 422,179.62
MATERIALS ON HAND: -
10% RETAINAGE: $21,108.98
PREVIOUS PAYMENTS: $401,070.64

PO: - 431716
ESTIMATE NO.: 007
DATE FROM: May 16, 2026
TO: June 03, 2026
AMOUNT THIS ESTIMATE: $ 0
RETAINAGE THIS ESTIMATE: $21,108.98
AMOUNT DUE: $21,108.98

CERTIFICATE OF CONTRACTOR:
I certify that all items and amounts shown on this request for partial payment are correct and that all work has been performed and/or materials supplied in full in accordance with the requirements on the contract documents.

(CONTRACTOR)

By: Rexatcorp Construction, LLC 06/03/26
CONTRACTOR COMPANY NAME Date

CERTIFICATE OF FIELD REPRESENTATIVE:
I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion the statement of work performed and/or material supplied is accurate and that the contractor is observing the requirements of the contract documents.

(INSPECTOR)

By: _____
Dominic Sanchez, Inspector Date

CERTIFICATE OF ENGINEER:
I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or material supplied by the contractor and that same has been performed and/or supplied in full accordance with the requirements of the contract documents.

(CONSULTANT)

By: _____
Monica Guajardo, AIA; Principal Date
Slay Architecture, LLC.

RECOMMENDED FOR PAYMENT: ☐

Gloria P. Saavedra, P.E., Civil Engineer II
DATE:

RECOMMENDED FOR PAYMENT: ☐

Eliud De Los Santos, P.E, City Engineer DATE:

VERIFIED FOR PAYMENT:

Dr. Richard A. Chamberlain, PH(C), MPH, RS
DATE:

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 29.**

SUBJECT
Consideration to reject all bids received for FY24-ENG-07 Recreational Trails Grant Program 2022 Shiloh Bike Trails Project, as the bids received exceed the estimated budgeted amount. There is no financial impact at this time.

1. CID Group Inc, Laredo, Texas
   Total base bid: $478,765.17
2. Cobalt Construction, Laredo, Texas
   Total base bid: $508,478.01
3. Mage 4Group, LTD, Laredo, Texas
   Total base bid: $532,500.00
4. ALC Construction Co., Inc, Laredo, Texas
   Total base bid: $552,650.00
5. 360 General Contractor Inc., Houston, Texas
   Total base bid: $554,264.80
6. ABBA Construction, LLC, Laredo, Texas
   Total base bid: $565,170.00
7. Azar Services, LLC, Laredo, Texas
   Total base bid: $586,890.00
8. Midas Contractors, LLC, Laredo, Texas
   Total base bid: $605,290.00

Refer to attached letter of recommendation.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The purpose of the project is to construct a 10’ wide shared-used hike and bike trail spanning 1775 LF, two cast in-place box culverts (5’x4') with 60” headwalls and pedestrian railing, landscaping, installation of rock berms, lighting, bike repair stands with pumps, and signage. Construction contract time for the project is ninety (90) working days.

A total of eight (8) electronic bids were received at City Secretary’s office on Wednesday, June 17, 2026 at 4:00 P.M. which were publicly opened, read and taken advertisement on Thursday, June 18, 2026 at 10:00 A.M.

	Total Base Bid

360 General Contractor Inc., Houston, Texas	$554,264.80
ABBA Construction, LLC, Laredo, Texas	$565,170.00
ALC Construction Co., Inc, Laredo, Texas	$552,650.00
Azar Services, LLC, Laredo, Texas	$586,890.00
CID Group Inc, Laredo, Texas	$478,765.17
Cobalt Construction, Laredo, Texas	$508,478.01
Mage 4Group, LTD, Laredo, Texas	$532,500.00
Midas Contractors, LLC, Laredo, Texas	$605,290.00

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

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:
There is no financial impact at this time.

CITY OF LAREDO

ENGINEERING DEPARTMENT

July 16, 2026

Joseph Neeb
City Manager
1110 Houston St.
Laredo, Texas 78040

SUBJECT: FY24-ENG-07 Recreational Trails Grant Program 2022 (Shiloh Bike Trails)

Dear Mr. Neeb,

Pursuant to the eight (8) bids (all electronic) received at the City Secretary's office on Wednesday, June 17, 2026 at 4:00 P.M. which were publicly opened, read and taken advertisement on Thursday, June 18, 2026 at 10:00 A.M.

Based on our evaluation of the bids and evaluation of the available budget, the City of Laredo Engineering Department recommends that all **bids be rejected**, as the bids received exceed the estimated budgeted amount. Bid tabulation is attached for your review.

Please feel free to contact Mr. Eliud De Los Santos, P.E. at edelossant@ci.laredo.tx.us or by phone at (956) 791-7346.

Eliud De Los Santos, P.E.
City Engineer

Ramon Chavez, P.E., Assistant City Manager
rchavez@ci.laredo.tx.us

Jose A. Valdez, Jr., Assistant City Manager
jvaldez5@ci.laredo.tx.us

Steve E. Landin, CPM, Assistant City Manager
slandin@ci.laredo.tx.us

Recreational Trail Grant 2022 (Shiloh Bike Trails)
FY24-ENG-07

Mr. De Los Santos,

Thursday, June 18, 2026

On Wednesday, June 17, 2026 at 4:00 P.M., the City of Laredo Secretary's Office received eight formal bids for the above referenced project and through Cit-E-Bid, that were opened on Thursday, June 18, 2025 at 10:00 A.M., and registered as follows:

BID TABULATION				#1 360 Genearal Contractors, Laredo, TX		#2 ABBA Construction Laredo, TX		#3 ALC Construction Co., Inc Laredo, TX		#4 Azar Services, LLC Laredo, TX		#5 Cid Group, Inc Laredo, TX		#6 Cobalt Construction Laredo, TX		#7 G4 Construction Co Laredo, TX		#8 Midas Contractors, LLC Laredo, TX		Engineer's Calculated Price	
				Bid Bond:		Bid Bond:		Bid Bond:		Bid Bond:		Bid Bond:		Bid Bond:		Bid Bond:		Bid Bond:			
				Addendum #1:		Addendum #1:		Addendum #1:		Addendum #1:		Addendum #1:		Addendum #1:		Addendum #1:		Addendum #1:			
				Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid			
No.	Qty	Unit	Description of item	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price
1.0 BASE BID																					
1.1	1	LS	Furnish all labor, equipment, and material for application of **Mobilization and Bonding** as per city specifications, to include all labor materials, tools pavement, etc. Complete in place	$55,646.09	$55,646.09	$32,500.00	$32,500.00	$40,000.00	$40,000.00	$75,000.00	$75,000.00	$26,450.00	$26,450.00	$20,400.00	$20,400.00	$45,000.00	$45,000.00	$7,200.00	$7,200.00	$15,000.00	$15,000.00
1.2	1	LS	Furnish all labor, equipment, and material for application of **Excavating, Clearing and Grubbing, and Haul Off** as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	$35,366.18	$35,366.18	$19,500.00	$19,500.00	$25,000.00	$25,000.00	$19,500.00	$19,500.00	$31,740.00	$31,740.00	$65,520.00	$65,520.00	$17,500.00	$17,500.00	$72,000.00	$72,000.00	$10,000.00	$10,000.00
1.3	110	CY	Furnish all labor, equipment, and material for application to **Import Fill** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$57.54	$6,329.40	$68.00	$7,480.00	$70.00	$7,700.00	$100.00	$11,000.00	$59.51	$6,546.10	$54.55	$6,000.01	$25.00	$2,750.00	$70.00	$7,700.00	$45.00	$4,950.00
1.4	1950	SY	Furnish all labor, equipment, and material for application of **8" Subgrade Preparation** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$5.41	$10,549.50	$14.00	$27,300.00	$27.00	$52,650.00	$8.95	$17,452.50	$15.87	$30,946.50	$4.80	$9,360.00	$6.00	$11,700.00	$16.00	$31,200.00	$12.00	$23,400.00
1.5	17450	SF	Furnish all labor, equipment, and material for application of **4" Reinforced Concrete Pavement (3000 PSI) at 10' Width** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$9.90	$172,755.00	$9.50	$165,775.00	$14.00	$244,300.00	$9.75	$170,137.50	$9.15	$159,667.50	$9.00	$157,050.00	$18.00	$314,100.00	$14.50	$253,025.00	$16.00	$279,200.00
1.6	24	LF	Furnish all labor, equipment, and material for application of **Double 5'x4' Reinforced Box Culvert - Class III** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$1,799.95	$43,198.80	$3,000.00	$72,000.00	$1,000.00	$24,000.00	$975.00	$23,400.00	$1,091.82	$26,203.68	$1,837.00	$44,088.00	$350.00	$8,400.00	$960.00	$23,040.00	$450.00	$10,800.00
1.7	1	LS	Furnish all labor, equipment, and material for application of **Concrete Headwalls with Flared Wings** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$27,260.64	$27,260.64	$78,000.00	$78,000.00	$12,000.00	$12,000.00	$42,000.00	$42,000.00	$10,561.45	$10,561.45	$17,280.00	$17,280.00	$1,500.00	$1,500.00	$17,600.00	$17,600.00	$3,500.00	$3,500.00
1.8	1	EA	Furnish all labor, equipment, and material for application of **Stabilized Construction Entrance** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$5,934.25	$5,934.25	$8,500.00	$8,500.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$1,983.75	$1,983.75	$4,320.00	$4,320.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
1.9	2	EA	Furnish all labor, equipment, and material for application of **Hay Bale Inlet Protection** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$263.74	$527.48	$350.00	$700.00	$500.00	$1,000.00	$200.00	$400.00	$1,322.50	$2,645.00	$720.00	$1,440.00	$750.00	$1,500.00	$400.00	$800.00	$500.00	$1,000.00
1.10	1	LS	Furnish all labor, equipment, and material for application of **Broadcast Seeding & Regrade** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$40,614.03	$40,614.03	$8,000.00	$8,000.00	$15,000.00	$15,000.00	$14,000.00	$14,000.00	$4,615.53	$4,615.53	$50,400.00	$50,400.00	$12,000.00	$12,000.00	$12,850.00	$12,850.00	$2,000.00	$2,000.00
1.11	3	EA	Furnish all labor, equipment, and material for application of **Rock Berm Removal & Replacement** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$2,659.42	$7,978.26	$1,500.00	$4,500.00	$1,000.00	$3,000.00	$10,000.00	$30,000.00	$1,058.00	$3,174.00	$2,520.00	$7,560.00	$1,500.00	$4,500.00	$3,200.00	$9,600.00	$500.00	$1,500.00
1.12	40	LF	Furnish all labor, equipment, and material for application of **Pedestrian Rail** as per city specifications, to include all labor, materials, tools, pavement, etc. Complete in place	$593.43	$23,737.20	$925.00	$37,000.00	$200.00	$8,000.00	$325.00	$13,000.00	$264.50	$10,580.00	$297.00	$11,880.00	$250.00	$10,000.00	$650.00	$26,000.00	$45.00	$1,800.00
1.13	35	LF	Furnish all labor, equipment, and material for application of **2' Valley Gutter** as per city specifications, to include all labor, materials, tools, pavement, flex base, etc. Complete in place	$78.80	$2,758.00	$145.00	$5,075.00	$100.00	$3,500.00	$400.00	$14,000.00	$67.89	$2,376.15	$36.00	$1,260.00	$30.00	$1,050.00	$105.00	$3,675.00	$40.00	$1,400.00
1.14	1	LS	Furnish all labor, equipment, and material for application of **Signage** as per city specifications, to include all labor, materials, tools, equipment, etc. Complete in place	$17,011.53	$17,011.53	$18,000.00	$18,000.00	$9,000.00	$9,000.00	$20,000.00	$20,000.00	$5,339.00	$5,339.00	$12,720.00	$12,720.00	$20,000.00	$20,000.00	$15,500.00	$15,500.00	$5,000.00	$5,000.00
1.15	1	EA	Furnish all labor, equipment, and material for application of **Bike Repair Stand with Bike Pump & Concrete Pad** as per city specifications, to include all labor, materials, tools, equipment, etc. Complete in place	$4,129.24	$4,129.24	$12,000.00	$12,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$3,646.41	$3,646.41	$4,920.00	$4,920.00	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$27,000.00	$27,000.00
1.16	12	EA	Furnish all labor, equipment, and material for application of **Lighting with Auto-On/Off at 20' height** as per city specifications, to include all labor, materials, foundation, tools, equipment, etc. Complete in place	$5,751.94	$69,023.28	$2,500.00	$30,000.00	$6,000.00	$72,000.00	$6,500.00	$78,000.00	$10,116.00	$121,392.00	$5,310.00	$63,720.00	$4,000.00	$48,000.00	$5,800.00	$69,600.00	$1,500.00	$18,000.00
1.17	1	EA	Furnish all labor, equipment, and material for application of **Emergency Phone Towers & Concrete Pad** as per city specifications, to include all labor, materials, tools, equipment, etc. Complete in place	$11,445.92	$11,445.92	$18,840.00	$18,840.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00	$10,898.10	$10,898.10	$10,560.00	$10,560.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00	$6,500.00	$6,500.00
1.18	1	LS	**Contingency Allowance**	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
			TOTAL		$554,264.80		$565,170.00		$552,650.00		$586,890.00		$478,765.17		$508,478.01		$532,500.00		$605,290.00		$433,550.00
2.0 ADDITIVE ALTERNATIVE - AMENITIES																					
2.1	1	EA	Furnish all labor, equipment, and material for application of **Bike Repair Stand with Bike Pump & Concrete Pad** as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	$4,129.24	$4,129.24	$12,000.00	$12,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$3,646.41	$3,646.41	$4,920.00	$4,920.00	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$2,700.00	$2,700.00
2.2	1	EA	Furnish all labor, equipment, and material for application of **Emergency Phone Towers & Concrete Pad** as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	$11,445.92	$11,445.92	$18,840.00	$18,840.00	$10,000.00	$10,000.00	$17,500.00	$17,500.00	$10,989.10	$10,989.10	$10,560.00	$10,560.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00	$6,500.00	$6,500.00
			TOTAL DEDUCTIVE ALTERNATE #1		$15,575.16		$30,840.00		$13,000.00		$27,500.00		$14,635.51		$15,480.00		$13,000.00		$33,000.00		$9,200.00
3.0 ADDITIVE ALTERNATIVE - CUL-DE-SAC																					
3.1	140	SY	Furnish all labor, equipment, and material for application of **8" Subgrade Preparation** as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	$55.71	$7,799.40	$14.00	$1,960.00	$27.00	$3,780.00	$30.00	$4,200.00	$15.87	$2,221.80	$25.71	$3,599.99	$5.00	$700.00	$16.00	$2,240.00	$12.00	$1,680.00
3.2	1250	SF	Furnish all labor, equipment, and material for application of **4" Reinforced Concrete Pavement (3000 PSI) at 10' Width** as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	$9.90	$12,375.00	$10.00	$12,500.00	$15.00	$18,750.00	$9.75	$12,187.50	$9.15	$11,437.50	$10.18	$12,720.00	$15.00	$18,750.00	$14.50	$18,125.00	$16.00	$20,000.00
			TOTAL DEDUCTIVE ALTERNATE #2		$20,174.40		$14,460.00		$22,530.00		$16,387.50		$13,659.30		$16,319.99		$19,450.00		$20,365.00		$21,680.00
4.0 ADDITIVE ALTERNATIVE - LIGHTING																					
4.1	6	EA	Furnish all labor, equipment, and material for application of **Lighting with Auto-On/Off at 20' height** as per city specifications, to include all labor, materials, foundation, tools, equipment, etc. Complete in place	$5,751.94	$34,511.64	$2,500.00	$15,000.00	$6,000.00	$36,000.00	$6,500.00	$39,000.00	$10,116.00	$60,696.00	$5,310.00	$31,860.00	$4,000.00	$24,000.00	$5,800.00	$34,800.00	$1,500.00	$9,000.00
			TOTAL DEDUCTIVE ALTERNATE #3		$34,511.64		$15,000.00		$36,000.00		$39,000.00		$60,696.00		$31,860.00		$24,000.00		$34,800.00		$9,000.00

	#1 360 Genearal Contractors, Laredo, TX	#2 ABBA Construction Laredo, TX	#3 ALC Construction Co., Inc Laredo, TX	#4 Azar Services, LLC Laredo, TX	#5 Cid Group, Inc Laredo, TX	#6 Cobalt Construction Laredo, TX	#7 G4 Construction Co Laredo, TX	#8 Midas Contractors, LLC Laredo, TX	Engineer's Calculated Price
TOTAL BASE BID	$554,264.80	$565,170.00	$552,650.00	$586,890.00	$478,765.17	$508,478.01	$532,500.00	$605,290.00	$433,550.00
TOTAL PLUS ADDITIVE ALTERNATIVES	$624,526.00	$625,470.00	$624,180.00	$669,777.50	$567,755.98	$572,137.99	$588,950.00	$693,455.00	$473,430.00

Errors by Contractor and Corrections by Engineer (Explanation by Engineer)	No Errors Found	No Errors Found	No Errors Found	No Errors Found	No Errors Found	Rounded to nearest cent	No Errors Found	No Errors Found	

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 30.**

SUBJECT
Ratification of PO#444290 issued to Scott Equipment, Inc. for the purchase and installation of seven (7) turnout gear extractors, associated chemical dispensing systems, detergents, freight, and installation services under BuyBoard Contract #784-25. The original purchase order totaled $99,543.16, which was below the $100,000 threshold requiring City Council approval. After a subsequent walkthrough prior to installation, three additional 6-inch washer bases are required for an additional $1,596.00, bringing the grand total to $101,139.16. Requisition #496505 has been entered to access the additional funds needed.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Following issuance of the purchase order, a site walkthrough was conducted with Scott Equipment, Inc. During the walkthrough, it was determined that three (3) additional 6-inch washer bases are required to properly install and support two of the turnout gear extractors at their designated fire station locations. The additional bases were not included in the original purchase order and are necessary to complete the installation in accordance with the manufacturer's recommendations and site requirements.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of motion to ratify the increase of original PO.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Fire Dept. Funding
Account #:	101-2435-522-2400
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Acct. 101-2435-522-2400 will be used to cover additional $1,596.00

CITY OF LAREDO
FIRE DEPARTMENT

MEMORANDUM

TO: Mr. Joseph Neeb, City Manager

FROM: Guillermo Heard, Fire Chief / EMC

DATE: July 22, 2026

SUBJECT: Ratification of PO#444290 – Scott Equipment, Inc.

The Laredo Fire Department respectfully requests City Council ratification of **PO# 444290** issued to **Scott Equipment, Inc.** for the purchase and installation of **seven (7) turnout gear extractors**, associated chemical dispensing systems, detergents, freight, and installation services under **BuyBoard Contract #784-25**. The original purchase order totaled **$99,543.16**, which was below the $100,000 threshold requiring City Council approval.

Following issuance of the purchase order, a site walkthrough was conducted with **Mr. Michael Moore of Scott Equipment, Inc.** During the walkthrough, it was determined that **three (3) additional 6-inch washer bases** are required to properly install and support two of the turnout gear extractors at their designated fire station locations. The additional bases were not included in the original purchase order and are necessary to complete the installation in accordance with the manufacturer's recommendations and site requirements..

Scott Equipment subsequently submitted a revised quotation for the three (3) additional washer bases in the amount of $1,596.00. This increases the total project cost from $99,543.16 to $101,139.16, thereby exceeding the City's $100,000 purchasing threshold, which requires City Council approval.

Fiscal Impact:

Original PO #444290: $99,543.16
Additional Three (3) Washer Bases: $1,596.00
Revised Total: $101,139.16

Funding for this amendment is available within the same funding source previously approved for the turnout gear extractor replacement project.

Recommendation:

Staff recommends that the City Council ratify the amendment to PO# 444290 with Scott Equipment, Inc. in the additional amount of $1,596.00 for the purchase of three (3) washer bases, resulting in a revised total purchase amount of $101,139.16, under BuyBoard Contract #784-25.

_____ Approved
Joseph Neeb
City Manager

_____ Denied
Joseph Neeb
City Manager

SALES AGREEMENT: SQ189742

Scott Equipment LLC
Laundry Systems
2510 National Dr Garland, TX 75041 (800) 321-7268
Michael Moore * (713) 686-7268 * mmoore@scott-equipment.com

Bill-To: CST0069894
CITY OF LAREDO
FIRE DEPARTMENT, 26911 PINTO VALLE DR
LAREDO, TX 78045

Ship-To: CST0069894
CITY OF LAREDO
FIRE DEPARTMENT, 26911 PINTO VALLE DR
LAREDO, TX 78045

Date:	7/9/2026
Requested By:	LETICIA SALDANA
E-Mail:	
Phone:	
Mobile:	
Billing Terms:	Payment 30 days after invoice date
Customer PO:	
Expiration:	8/8/2026

Product No.	Description	Quantity	Unit Price	Ext. Price
PRO-D-40X6X1	BASE, DEXTER T-600, 40#, 6", SINGLE 40# WASHER 6" SINGLE BASES ARE FOR THE WASHERS OF SALES AGREEMENT SO441725	3 EA		

Subtotal	**1,596.00**
Sales Tax	0.00
Total	**$1,596.00**

PURCHASER ACKNOWLEDGMENT:

Purchaser Name:

Phone:

Email:

Purchaser Signature:

Date:

By signing above, purchaser agrees on behalf itself and the entity it represents, (collectively, the "Purchaser") to this Sales Agreement and the Terms and Conditions of Sales attached hereto and incorporated herein by reference, and a copy of which are located on Seller's website including Paragraph 19 regarding Tariffs.

Scott Equipment LLC

By:

*Credit terms are subject to change based on credit approval.
Invoices not paid by due date will incur a monthly 1.5% Finance Charge. Pricing included hereon includes a discount for payment by cash or check. If you would like to use a credit card, a 3% convenience fee will be assessed for amounts that exceed $3,000.

THE GOODS SET FORTH HEREIN ARE SPECIAL ORDER AND ARE NON-CANCELABLE.

SALES AGREEMENT: SQ189742

Scott Equipment LLC

EQUIPMENT-TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale are incorporated by reference into the Sales Agreement signed by Purchaser on the first page thereof (hereinafter referred to as the "Agreement"). The Agreement supersedes any prior understanding or written or oral agreement between the parties and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Seller has the power to modify the provisions hereof in any respect, that Seller shall not be bound by, or liable to, Purchaser for any representation, promise or endorsement made by any agent or person in Seller's employment not set forth in this Agreement, and no modification or amendment of this Agreement shall be binding on the Seller unless set forth in writing and signed by an authorized officer of the Seller.

2. If Purchaser claims sales or use tax exemption on all or part of the machinery and/or equipment subject to this Agreement (referred herein as the "Goods"), Purchaser must provide Seller with a tax exemption certificate acceptable to Seller. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication, including any price changes made by manufacturer of the Goods prior to Seller's placement of a binding order are subject to correction. Any changes in material or design can be made in the Goods sold by Seller and Seller is under no obligation to make such changes on Goods previously sold and delivered. Amounts charged on credit cards are limited. Seller may terminate this Agreement in its sole discretion based upon any reasonable negative credit review, site review and/or pricing discrepancy. In the event Seller receives any price increases on any of the Goods from any of the manufacturers of the Goods then Purchaser expressly agrees that Seller can pass on these price increases to Purchaser and the purchase price of the Goods shall be increased by the amount of these price increases.

3. If the full purchase price is not paid in cash at or before delivery, Purchaser may be required by Seller to execute and deliver to Seller, a promissory note or a series of promissory notes accompanied by an installment sales contract, equipment lease or security agreement, as applicable, UCC 1 or such other lien instrument in form appropriate for the state where the Goods will be located, provided, however, that title to all Goods referred to in this Agreement shall remain in Seller, until the full purchase price has been paid. If Purchaser fails to execute and deliver such promissory note or series of promissory notes and installment sales contract, equipment lease, security agreement, as applicable, or other lien instrument as Seller may request, the full purchase price shall forthwith become due and payable immediately. Until the full purchase price has been paid by Purchaser, Purchaser shall not remove any of the Goods from the premises where they were originally installed without the prior written consent of Seller. In addition, Seller is entitled to file a UCC 1 for a purchase money security interest in Goods to secure Seller's position with respect to possible other secured parties and other rights under Applicable Laws. Purchaser hereby acknowledges that Seller does not recommend or require any third-party financing institution in connection with financing, purchase or leasing the Goods specified in this Agreement, and Purchaser owes the amounts for the Goods set forth herein regardless of any third party Purchaser selects for financing.

4. To secure the payment of the purchase price of the Goods, the payment of interest and reasonable attorney's fees and other legal expenses incurred by Seller as hereinafter set forth, Purchaser hereby grants to Seller a security interest in all Goods and any and all equipment, parts, accessories, attachments, additions and other goods, and all replacements thereof, now or hereinafter installed in, affixed to or used in connection with said goods, and if Purchaser sells or otherwise disposes of the goods in violation of the terms of this Agreement, Seller shall have a security interest in the proceeds of such sale or disposition until all payments due from Purchaser to Seller are made in full (the "Collateral"). In the event Purchaser fails to pay when due any indebtedness secured by this Agreement, Purchaser shall be deemed in default under this Agreement, and Seller shall have all the rights and remedies granted under Applicable Law, including, but not limited to, the rights and remedies under the Uniform Commercial Code, and the right to replevin or repossess the Collateral. In addition, Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller that is reasonably convenient to both parties. The respective names and addresses of Purchaser and Seller are set forth on the Sales Agreement, or as updated from time to time by the parties. Purchaser and Seller agree that this Agreement, or a copy thereof, may be used as a financing statement, and Purchaser hereby appoints Seller as Purchaser's attorney-in-fact for the limited purpose of filing a UCC-1 financing statement on the Collateral in any applicable jurisdiction.

5. In addition to the rights and remedies set forth above, if Purchaser is in default under any of the terms or provisions of this Agreement, Seller, at its option, may retain all payments made by Purchaser hereunder to offset any damages incurred by Seller and/or the purchase price not paid of the Goods. Purchaser agrees that if Purchaser is unable to fulfill the total covenants and obligations as provided for and contained in this Agreement, any money paid herewith as a deposit shall become the absolute property of Seller as partial compensation of Purchaser's failure to perform its agreement and such funds shall be applied to Seller's damages. However, Seller shall also be entitled to immediately proceed under any Applicable Laws to be compensated for all of the damages resulting from Purchaser's breach. If Seller or its assigns retakes possession of the Collateral, Seller shall keep all payments made by Purchaser, and all rights of Purchaser shall then be extinguished, and Seller may forthwith sell the Collateral at public or private sale. Any action required to be taken for Purchaser's failure to perform the terms and conditions of this Agreement shall result in Purchaser's being responsible for the payment of reasonable attorney's fees for any attorney engaged by Seller to protect its interests, all costs incurred, and interest at the maximum rate allowed by law from the date of Purchaser's breach hereof payable on demand, whether the parties litigate or not, including any appellate or bankruptcy proceeding.

6. Purchaser agrees that until the purchase price is paid in full or in the event that this Agreement is financed through the use of an installment sales contract or equipment lease, Purchaser will keep the Goods fully insured for the benefit of Seller and Purchaser as their respective interest may appear. Purchaser shall furnish the Seller with a policy or certificate thereof prior to the date the Goods are delivered. Purchaser agrees the amount of all insurance carried in the Collateral shall be an amount not less than that which shall provide for Seller to receive full compensation for the unpaid portion of the price due to Seller in case full or partial loss occur to Seller's goods. Coverage must be placed with a reputable or financially responsible carrier or carriers with a minimum A.M. Best rating of A+. Purchaser shall cause its insurers to endorse the required insurance hereunder to waive any rights of subrogation against the Seller and its indemnitees. This insurance must name the Seller and its indemnitees as additional insureds under an "Additional Insured" endorsement, and it must be primary over any insurance maintained by Seller and its indemnitees.

7. Delivery dates are estimates only, and not binding on Seller. Seller shall not be liable for any damages caused by delay in delivery beyond its control. In the event of delay, the date of delivery shall be extended for a period of time equal to the time lost by reason of the delay.

8. Except as may be set forth on page 1 of the Sales Agreement, all Goods are sold FOB Shipping Point. Purchaser shall pay all freight, cartage, shipping, and handling charges from the factory where the Goods have been manufactured. The risk of loss or damage from time of shipment of the Goods shall be borne by Purchaser when the Goods are tendered to the carrier. The same shall hold forth whether Seller delivers the Goods to a common carrier, an independent contractor or transport service whether provided by Seller or Purchaser. All transportation, freight, rigging or delivery prices are valid for 30 days. In the event any of these cost or prices have increased after 30 days from the date of this Agreement, then the Purchaser expressly agrees that Seller can pass on these increases in cost.

9. Unless set forth in this Agreement as mutually agreed upon, all delivery of Goods shall be curbside at the Sellers warehouse at the address above. Seller shall have no responsibility whatsoever to deliver, uncrate or set up any of Goods unless specified by mutual agreement in writing. Purchaser shall have the sole responsibility for all installation of the Goods and any permits required and for providing the connection of the Goods delivered to any plumbing, electric, gas, vent or other utility connections. If delivery to Purchaser's location is agreed, Purchaser shall be responsible for providing adequate access for delivery of Goods. Seller will store Goods in its warehouse at its discretion at no charge for up to 30 days for any Goods that are required to be shipped to its warehouse prior to shipment or deliver to Purchaser. After 30 days, Seller can assess a reasonable daily charge for this storage. Purchaser agrees to pay all storage charges incurred.

10. Pursuant to notices that may be required under Applicable Laws, there are no cash refunds, credit refunds or exchanges of merchandise under this Agreement.

11. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement. Purchaser expressly agrees that this Agreement is binding upon it and is not subject to cancellation. Purchaser agrees that in the event of cancellation of this Agreement by mutual consent or by notice of right of cancellation embodied in this Agreement, then, and in that event, Purchaser will pay to the Seller any restocking charges, out of pocket costs, and the reasonable value of work done by Seller. This provision shall not give Purchaser the right of cancellation of this Agreement. The obligations of Purchaser and rights of Seller shall survive termination or expiration of this Agreement.

12. The right, title, and interest of Seller, in this Agreement and to the Goods referred to herein may be assigned without notice and the assignee shall acquire all of the rights and remedies of Seller but shall not be deemed to have assumed any of its obligations. Purchaser will not assert against the assignee of Seller, any defenses, counterclaims or setoffs available against the Seller.

13. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. Purchaser and Seller agree that this Agreement shall be construed and governed by the laws of the State of Seller's primary domicile (the "Applicable Laws") and that venue for any dispute or litigation arising out of this Agreement shall be in the appropriate State or Federal courts in the city or county nearest to Seller's primary domicile. The parties agree that any signatures or initials communicated electronically or by facsimile machine and any facsimile or photocopy or electronic copy of this Agreement including counterparts shall be valid and binding on the parties.

14. **WARRANTY DISCLAIMER. THE ONLY WARRANTIES, IF ANY EXPRESSLY STATED IN THE SALES AGREEMENT THAT APPLY TO THE GOODS ARE THOSE GIVEN BY THE ORIGINAL MANUFACTURER, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, AGENT OR OTHER PERSONS TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS GOODS.** Any description of the of Goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the Goods shall conform to any such description; any sample or model is for illustrative purpose only and shall not be deemed to create an express warranty that the of Goods shall conform to the sample model; and no affirmation or promise, or description, or sample or model shall be deemed part of the basis of the bargain.

15. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY INDIRECT DAMAGES, PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF TIME, LOSS OF PROFIT, LOSS OF USE, MATERIALS IN GOODS, OR LOSS OF INCOME. PURCHASER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS. PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH WOULD EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

16. **SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY PURCHASER UNDER THE AGREEMENT FOR THE GOODS GIVING RISE TO THE CLAIM**. Purchaser shall fully indemnify, defend and hold harmless Seller and its affiliates and their respective shareholders, officers, directors, members, agents and employees against all expenses, costs (including reasonable attorneys' fees), claims, demands, damages, liability, suits or the like arising in connection with or out of (i) any breach by Purchaser of the Agreement; (ii) Seller's adherence to specifications or use of material furnished or specified by Purchaser or any of its agents; (iii) any damage to property or injury (including death) caused by the acts or omissions of Purchaser or its agents; or (iv) any damages arising out of the sale or exchange of all or a part of the Goods sold hereunder to a third party.

17. If Purchaser is trading-in equipment as part of this sale, Purchaser warrants and represents that Purchaser has good title, free and clear of all liens and encumbrances and further Purchaser agrees to indemnify, defend, and hold harmless Seller from all costs or claims whatsoever arising out of the trade-in equipment.

18. PARTS WARRANTY: (a) New equipment- one (1) year parts replacement; (b) Used equipment: Sold in "AS IS" condition with no warranty. As to (a) above this shall not include padding, belts, hoses or other expandables. Purchaser shall be responsible for all freight and shipping costs incident thereto. Any improper installation or misuse of the Goods shall void this parts warranty. No labor warranty is inclu

19. TARIFFS: Purchaser agrees that in the event that any tariffs, duties, import taxes or the like that at any time are increased or imposed in any way which increases the costs of any of the Goods herein these amounts shall be charged to and paid by the Purchaser and will be itemized separately to reflect this.

Purchaser Initials_____

Araceli E. Solis

From: Luis E. Dominguez, Jr
Sent: Tuesday, July 28, 2026 1:40 PM
To: Ana I. Garcia
Subject: Fw: Request for Approval – Amendment to PO #444290 (Scott Equipment, Inc.)

Get Outlook for iOS

From: Luis E. Dominguez, Jr <ledomingue@ci.laredo.tx.us>
Sent: Thursday, 23 July 2026 15:59:01
To: Melissa Ramos <mramos3@ci.laredo.tx.us>; Adrian Huizar <ahuizar@ci.laredo.tx.us>
Subject: Fw: Request for Approval – Amendment to PO #444290 (Scott Equipment, Inc.)

Get Outlook for iOS

From: Guillermo Heard <gheard@ci.laredo.tx.us>
Sent: Thursday, 23 July 2026 15:05:20
To: Luis E. Dominguez, Jr <ledomingue@ci.laredo.tx.us>
Cc: Silvestre Rodriguez, Jr. <srodrigue4@ci.laredo.tx.us>
Subject: FW: Request for Approval – Amendment to PO #444290 (Scott Equipment, Inc.)

From: Steve E. Landin <selandin@ci.laredo.tx.us>
Sent: Thursday, July 23, 2026 2:59 PM
To: Guillermo Heard <gheard@ci.laredo.tx.us>
Subject: RE: Request for Approval – Amendment to PO #444290 (Scott Equipment, Inc.)

Approved. Proceed

Respectfully,

Steve E. Landin, CPM, ICMA-CM
Assistant City Manager
City of Laredo
1110 Houston, 3rd Floor
Laredo, Texas 78040
956-791-7302 (Office)
956-285-1697 (Cel)

From: Guillermo Heard <gheard@ci.laredo.tx.us>
Sent: Wednesday, July 22, 2026 4:51 PM
To: Steve E. Landin <selandin@ci.laredo.tx.us>
Subject: Request for Approval – Amendment to PO #444290 (Scott Equipment, Inc.)

Good Afternoon,

I would like to ask for your approval to move forward with an amendment to **PO #444290** for Scott Equipment, Inc. The original purchase order was issued for **$99,543.16** for the purchase and installation of seven turnout gear extractors under the BuyBoard Contract and was below the City Council approval threshold. During the installation site walkthrough, it was determined that two additional washer bases are required to support two of the extractors at their designated stations properly. These bases were not included in the original purchase order but are necessary to complete the installation.

The additional cost is **$1,064.00**, bringing the revised total to **$100,607.16**. Since the total now exceeds the City's $100,000 purchasing threshold, City Council ratification will be required. The additional expenditure will be funded from the same funding source already approved for this project.

Please let me know if you have any questions or need any additional information.

Guillermo Heard, MSN, FNP, CPM, CFO
Fire Chief/Emergency Management Coordinator
Laredo Fire Department
956-718-6021
956-236-3254
gheard@ci.laredo.tx.us

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 31.**

SUBJECT
Consideration to renew contract FY23-046 to Quest Diagnostics, Dallas, Texas in the estimated annual amount of $600,000.00, to provide clinical laboratory testing services for the City of Laredo Public Health Department and Employee Health and Wellness. The term of this contract shall be for three (3) years, this is the last extension period. Funding is available in the Laredo Public Health Department and Employee Health and Wellness Fund.

PREVIOUS COUNCIL ACTION
On June 05, 2023, Council approved contract for three (3) years Motion 2023-53.

BACKGROUND
The City went out on formal bid solicitations through Cit-E-Bid for awarding a contract to provide laboratory clinical services not performed in house or sent to specific state laboratories, lowest bidder was Quest Diagnostics, Dallas, Texas. The term of this contract was for three (3) years with one (1) additional three (3) year period, this is the last extension period. Funding is available in the City of Laredo Public Health Department and Employee Health and Wellness Funds. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Public Health Department and Employee Health and Wellness.

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

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.3:** Enhance access to timely diagnostic and clinical services that support preventive and primary healthcare.
- **Goal 7.2:** Prevent and control communicable and chronic diseases in the community.
- **Policy 7.2.3:** Support laboratory testing and diagnostic services that strengthen disease detection, prevention, and treatment efforts.
- **Goal 7.5:** Strengthen public health systems and operational capacity.
- **Policy 7.5.1:** Ensure public health programs have the resources and partnerships necessary to provide efficient, high-quality healthcare services.

Summary of alignment: This action aligns with the Viva Laredo Comprehensive Plan by ensuring continued access to comprehensive clinical laboratory testing services that support diagnosis, treatment, disease surveillance, and preventive healthcare. Renewing the contract enables the Public Health Department and Employee Health and Wellness Program to maintain timely, accurate, and reliable laboratory services that are essential for patient care and public health operations. These services strengthen the City's healthcare infrastructure, improve clinical decision-making, and support the delivery of high-quality, coordinated healthcare to the community and municipal workforce.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Motion.

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	Y
Source of Funds:	Laredo Public Health Fund
Account #:	226-2926-543-5527
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available through the City of Laredo Public Health and Employee Health and Wellness, expense account 226-2926-543-5527.

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND Quest Diagnostics, Inc.

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager **("City"),** and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **Quest Diagnostics, Inc. ("Provider"),** acting through its duly authorized agent, Chad Richards, which maintains a primary business address of 500 Plaza Drive, Secaucus, NJ 07094. The City and **Quest Diagnostics, Inc.** are hereinafter sometimes referred to as the Parties.

WHEREAS, City has sought by issuance of a Request for Proposal or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

WHEREAS, **Quest Diagnostics, Inc.** has authority to enter into this Agreement and Chad Richards has authority to execute this Agreement on behalf of **Quest Diagnostics, Inc.**; and

WHEREAS, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in **Exhibit A**, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Bids, which is attached hereto as **Exhibit A** and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in **Exhibit A** and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in **Exhibit A**.

The RFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as **Exhibit A** and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFB and/or the bid submitted by provider, **Quest Diagnostics, Inc.** as stated in **Exhibit A**. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (**Exhibit B**). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (**Exhibit B**).

II. TERM

Commencing on June 5, 2023, the term of this contract shall be for three (3) years, as of the date of execution and is subject for future appropriations. Contract can be extended for one (1) additional three (3) year period, upon mutual agreement of parties and subject to the approval of the City Manager or City Council. Either party may terminate this Agreement by giving thirty days written notice to the other party.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, **Quest Diagnostics, Inc.** to the City of Laredo 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.

V. INDEMNIFICATION

Provider, Quest Diagnostics, Inc., covenants and agrees to FULLY INDEMNIFY DEFEND and HOLD HARMLESS, the City and its elected officials, employees, officers, directors, volunteers , representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Provider, Quest Diagnostics, Inc., shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the estimated total amount of **$600,000.00** annually. The total compensation shall not exceed the estimated **$600,000.00** annually unless City agrees to pay such additional compensation in a writing signed by both Parties.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFB, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as **"Exhibit C"**. However, in no case shall Provider be paid any amount in excess of the estimated **$600,000.00** annually in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Joseph W. Neeb, City Manager
1110 Houston Street
Laredo, TX 78040

Quest Diagnostics, Inc.
Owner Name: Chad Richards
Address: 500 Plaza Drive
City, State, Zip Code: Secaucus, NJ 07094

VIII. CORPORATE AUTHORITY

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or 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.

IX. 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.

X. INSURANCE

Provider shall maintain insurance consistent with the terms of **RFB FY23-046 LABORATORY CLINICAL SERVICES -HEALTH DEPARTMENT** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies

herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

XI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

XII. CONFIDENTIAL INFORMATION

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

a. Public Knowledge: Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.

b. Pre-existing Possession: Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.

c. No Confidentiality Restrictions: The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.

d. Independent Development: The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

e. Protection of Confidential Information: The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.

f. Use of Confidential Information: The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.

g. Legal Requirements: If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.

h. Return or Destruction of Materials: The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.

i. Survival of Obligations: The Receiving Party's obligations concerning Confidential Information will

survive the termination or expiration of this SERVICE AGREEMENT for a period of three (3) years.

j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

XII. RIGHT TO TERMINATE AGREEMENT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **RFB FY23-046** and Vendor's response thereto, both of which are attached hereto as **"Exhibit A"** and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **RFB FY23-046** which is attached hereto as **"Exhibit B"**, and the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as **"Exhibit C"**.

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in **"Exhibit A" (Exhibit A: RFB FY23-046** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of the estimated **$600,000.00** annually, under any circumstances.

XIV. PARAGRAPH HEADINGS

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatever.

XV. SOLE REMEDY & GOVERNING 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 Webb County, Texas. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.

IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the _____ **day of** _____, **2024** and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

Quest Diagnostics, Inc.
"Provider"

Gerald P. LaFlamme
Signature

By: ~~Chad Richards~~ Gerald LaFlamme
500 Plaza Drive
Secaucus, NJ 07094
Telephone: (210) 225-5101
Fax: (210) 200-1396
Email: chad.m.richards@questdiagnostics.com

City of Laredo
"Owner"

Date: 10/21/2024
Joseph Neeb
City Manager
City of Laredo

ATTESTED:

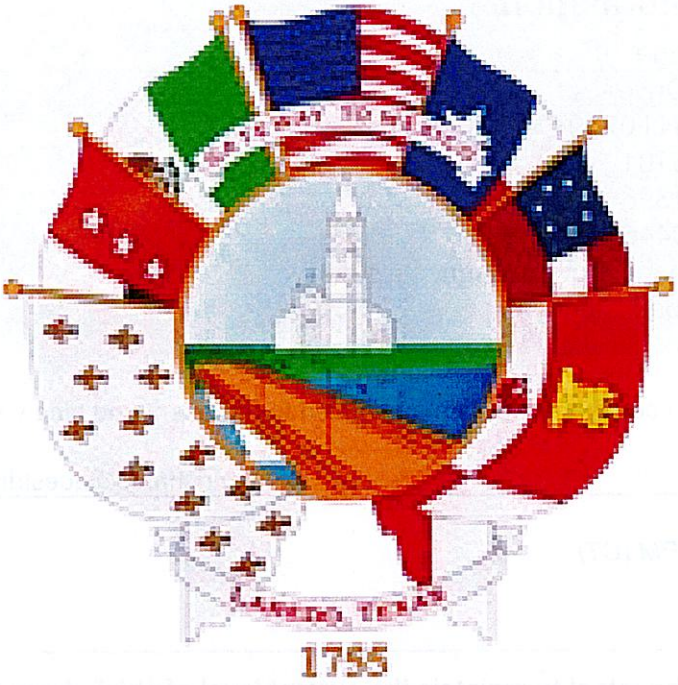
Mario Maldonado Jr.
City Secretary
City of Laredo

APPROVED AS TO FORM:

for **Doanh "Zone" T. Nguyen**
City Attorney
City of Laredo

Exhibit A

(Scope of Work)



FY23-046
Quest Diagnostics
Supplier Response

Event Information

Number: FY23-046
Title: LABORATORY CLINICAL SERVICES - HEALTH DEPARTMENT
Type: Request For Bid
Issue Date: 4/18/2023
Deadline: 5/9/2023 05:00 PM (CT)
Notes: The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: Luis T. Cerda
Address: Health Department
2600 Cedar Ave.
Laredo, TX 78040
Phone: 956 (795) 4950
Email: lcerda@ci.laredo.tx.us

Quest Diagnostics Information

Contact:	Auburn Doege
Address:	500 Plaza Drive Secaucus, NJ 07094
Phone:	(210) 225-5101
Fax:	(210) 200-1396
Toll Free:	(800) 222-0446
Email:	auburn.e.doege@questdiagnostics.com
Web Address:	questdiagnostics.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chad Richards
Signature

chad.m.richards@questdiagnostics.com
Email

Submitted at 5/8/2023 03:26:43 PM (CT)

Supplier Note

This proposal submitted with the intent to maintain the current level of phlebotomy resources, which is one full-time and one part-time employee.

Requested Attachments

Conflict of Interest Form — SIGNED Conflict of Interest Questionnaire2-2023.pdf

CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form — Completed Non Collusion Affidavit_5-8-2023.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties — *No response*

Form 1295 is to be submitted upon award of bid.

Test list and volumes — 1-City of Laredo_2023 RFP Pricing.pdf

Total of Test list and volumes pricing (Attachment A)

Response Attachments

IG_CLIA_EXP 02-08-2025.pdf

CLIA Certificate

IG_CAP_Expires 05 15 2024--.pdf

CAP

2023 Certificate of Insurance.pdf

Certificate of Insurance

IMPORTANT QUEST WEBSITES.docx

Quest Diagnostics Important Websites

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes (Yes)

2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has

offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be

effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

5	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

6	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☑ I have read and understand this section (I have read and understand this section)
7	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Quest Diagnostics Clinical Laboratory, Inc., Chad Richards, 972-916-3459
9	**State how long under has the business been in its present business name** 24 years
10	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? There are no known outstanding litigation matters that would have an adverse impact on Quest Diagnostics' ability to perform the services covered in this RFP. It is our policy not to discuss matters in litigation or claims that have been settled, however any material litigation which is pending against the company is described in our most recent public Annual Report, which can be found at https://ir.questdiagnostics.com/financial-info/annual-reports/default.aspx, or in other public filings.

13 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

Financial information concerning Quest Diagnostics, including our consolidated subsidiaries and businesses, can be found in the annual reports and quarterly filings published online at https://ir.questdiagnostics.com/overview/default.aspx. Information related to customer contracts is considered confidential in nature and cannot be disclosed.

14 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

15 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

16 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

18 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

19 **This is a**

New Submission

20	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Chad M. Richards
21	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department a) City of Laredo Health Department Lab 2023 b) Commercial
22	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Quest Diagnostics Clinical Laboratory, Inc.
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** It applies to my business
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. Quest Diagnostics Incorporated Delaware; Quest Diagnostics Holdings Incorporated Delaware; Quest Diagnostics Clinical Laboratories, Inc. Delaware; LabOne, LLC Missouri; Diagnostic Laboratory of Oklahoma LLC Oklahoma; Sonora Quest Laboratories LLC Arizona; Quest Consumer Inc. Delaware
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
26	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
28	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

29 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

30 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

31 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

32 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

33 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

34 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

35 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

36 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1) Chad Richards 2) Vice President and General Manager Southwest Region 3) Quest Diagnostics Laboratory, Inc. 4) 04/28/2023
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)

Bid Lines

1	The City of Laredo is now accepting sealed bids for providing Laboratory Clinical Services, subject to the Terms and Conditions of this Invitation for bids and other contract provisions, Laboratory is contracted to provide laboratory clinical service not performed in-house or sent to specific State Laboratories. Bids can be submitted through Cit-E-Bid procurement system or by hand delivering it to City Secretary Office, 1110 Houston St. 3rd floor, Laredo, TX 78040 until 5:00 P.M. on May 9, 2023 and all bids received will be opened and publicly acknowledge at 10:00 A.M. on May 10, 2023. The City of Laredo reserves the right to reject any and all proposals and to waive any minor irregularities. SCOPE OF WORK The City of Laredo is requesting sealed bids for awarding a three year contract for providing Laboratory Clinical Services which are not provided in the City of Laredo Health Department Laboratory . The purpose of this contract is to secure contract pricing for a three year period. General Requirements: Bidders are required to submit their bids upon the following expressed conditions: Bidders are advised that all City contracts are subject to all requirements provided for in the City Charter and/ or applicable City Ordinance, State and Federal Status. All orders will be placed on as per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Division. The quantities expressed in the bid schedule are estimates only. The estimates are to give the vendor an idea in preparing this bid. This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. OBJECTIVE Minimum standards for responsible prospective vendors: 1. A prospective vendor must affirmatively demonstrate vendor's responsibility. 2. A prospective vendor must meet the following requirements: 2.1 Have adequate financial resources, or the

ability to obtain such resources as required; 2.2 Be able to comply with the required or proposed schedule; 2.3 Have satisfactory record of performance in the related field; 2.4 Have satisfactory record of integrity and ethics; 2.5 Be otherwise qualified and eligible to receive an award.

BACKGROUND The Health Department Laboratory services several Health Department clinics such as Buena Vida, La Familia, Maternity, Family Planning, Cancer Screening known as CPRIT, the HIV/STD Clinic, and the TB Clinic.

GOALS

1) Order tests and receive results of tests not performed in the City of Laredo Health Department or the Department of Health State Laboratory with minimal tum-around time. 2) Order tests electronically with minimal complexity. 3) Provide reporting of critical values to laboratory manager or designee. 4) Serve as a back-up for lab tests when unable to perform in the Health Department Laboratory.

VENDOR REQUIREMENTS

1) Vendor must provide a courier/transport service

2) Vendor must have a website that supports secure result reviewing over the Internet. Vendor must have a secure website that supports both order entry and result review and printing.

3) Vendor will provide on-line electronic file lookup and be able to accept information from the City via email, fax, or from an electronic format. 4) Vendor must provide specimen collection supplies for the specimens sent to vendor. These supplies will include drawing needles, vaccuated tube holders, vaccuated tubes, ordering labels, specimen containers, pap smear collection, culture collection containers and swabs, and other specific supplies needed for specialty tests.

5) Vendor will provide the required software upgrades and or hardware for program implementation free of charge.

6) Vendor must provide a current and updated directory of services.

7) Vendor will provide a sample contract and an explanation of its pricing structure for the City to review (reference City Ordinance requirements). Test list and volumes are provided in Attachment A.

8) Vendor will provide copies of all current laboratory licenses, certifications, or accreditations pertaining to clinical testing.

9) Vendor must provide one phlebotomist on site for blood draw for the clinic programs and one for the buena vida program. If there are less than 30 draws per day then one phlebotomist will suffice requirements.

10) Draw fee must be included

11) Before the contract is executed, the vendor must fully connect to the EMR (Electronic Medical Records Software - Patagonia Health)

11) If vendor is not connected to our EMR (Electronic Medical Records Software - Patagonia Health) all expenditures of connection should be paid by vendor.

PRICE ADJUSTMENTS: The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

TERM OF CONTRACT: The term of this contract shall be for a (3) three year period beginning as of the date of its execution. The contract may be extended for additional (3) three year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional three year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

AWARD OF CONTRACT: Award of Contract: Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsive responsible bidder. The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.

2	Total of Test list and volumes , provided in Attachment A.			
		Price: $2.00	Total:	$2.00
	Item Notes: Draw fee must be included			

Response Total: $2.00

Rows highlighted in YELLOW are included with other tests and are not ordable by themselves

Rows highlighted in PINK are NON TEST messages related to the test that was ordered.

Rows highlighted in BLUE is a message that an Advanced Beneficiary Notice was received

Ordering Mnemo	Unit Code Name	Unit Total	Price	Total Cost
7600SB=	LIPID PANEL, STANDARD	7464	$2.40	$17,913.60
5616SB=	IRON, TIBC AND FERRITIN PANEL	35	$1.90	$66.50
14852SB=	LIPID PANEL WITH REFLEX TO DIRECT LDL	16	$2.40	$38.40
24629SB=	PROTEIN, TOTAL AND PROTEIN ELECTROPHORESIS WITH IMMUNOFIXATION	4	$24.49	$97.96
38930SB=	**SPECIMEN INTEGRITY COMPROMISED**	**104**	**NON TEST**	**$0.00**
294SB=	UREA NITROGEN (BUN)	1	$2.19	$2.19
294SB=	UREA NITROGEN (BUN)	1	$2.19	$2.19
296SB=	BUN/CREATININE RATIO	3	$1.90	$5.70
303SB=	CALCIUM	1	$2.19	$2.19
375SB=	CREATININE	33	$1.90	$62.70
37503RXE=	RICKETTSIA (TYPHUS FEVER) (IGG,IGM) W/REFL TITERS	3	$35.00	$105.00
37507RXEX=	RICKETTSIA ANTIBODY PANEL W/REFL TO TITERS	2	$38.40	$76.80
482SB=	GGT	4413	$1.02	$4,501.26
483SB=	GLUCOSE	325	$1.90	$617.50
571SB=	IRON, TOTAL	56	$1.02	$57.12
593SB=	LD	13	$1.02	$13.26
622SB=	MAGNESIUM	690	$1.02	$703.80
718SB=	PHOSPHATE (AS PHOSPHORUS)	3	$1.90	$5.70
733SB=	POTASSIUM	5	$1.90	$9.50
754SB=	PROTEIN, TOTAL, SERUM	1	$2.19	$2.19
822SB=	AST	9	$1.90	$17.10
905SB=	URIC ACID	5056	$1.02	$5,157.12
7573SB=	IRON AND TOTAL IRON BINDING CAPACITY	38	$1.98	$75.24
757SB=	PROTEIN, TOTAL W/CREAT, 24 HOUR URINE	16	$4.80	$76.80
8476SB=	GLUCOSE, POSTPRANDIAL/ 1 HOUR	1	$2.13	$2.13
8477SB=	GLUCOSE, GESTATIONAL SCREEN (50G)-135 CUTOFF	1	$2.13	$2.13
10165SB=	BASIC METABOLIC PANEL	73	$2.40	$175.20
10231SB=	COMPREHENSIVE METABOLIC PANEL	9016	$2.90	$26,146.40
10256SB=	HEPATIC FUNCTION PANEL	287	$2.40	$688.80
10314SB=	RENAL FUNCTION PANEL	55	$3.10	$170.50
14522SB=	SODIUM W/O CREATININE, RANDOM URINE	1	$2.00	$2.00
19833SB=	GLUCOSE, GESTATIONAL SCREEN (50G)-140 CUTOFF	1	$2.13	$2.13
23475SB=	GLUCOSE TOLERANCE TEST, 3 SPECIMENS, (75G)	15	$6.39	$95.85
34392SB=	ELECTROLYTE PANEL	3	$1.90	$5.70
319SB=	VLDL CHOLESTEROL	1	$1.02	$1.02
59929SB=	URIC ACID	1	$1.02	$1.02
7943SBX=	CREATININE CLEARANCE	8	$3.80	$30.40
461SB=	FIBRINOGEN ACTIVITY, CLAUSS	2	$14.88	$29.76
793SB=	RETICULOCYTE COUNT	10	$3.80	$38.00
809SB=	SED RATE BY MODIFIED WESTERGREN	464	$1.90	$881.60
833SB=	PATHOLOGIST REVIEW OF PERIPHERAL SMEAR	11	$9.60	$105.60
4914SB=	PROTHROMBIN W/INR + PARTIAL THROMBOPLASTIN TIMES	122	$4.75	$579.50
6399SB=	CBC (INCLUDES DIFF/PLT)	3351	$2.00	$6,702.00
8659SB=	D-DIMER, QUANTITATIVE	11	$19.20	$211.20
8847SB=	PROTHROMBIN TIME-INR	9	$2.20	$19.80
361SB=	DIRECT ANTIGLOBULIN TEST (DAT)	1	$8.00	$8.00
795SB=	ANTIBODY SCREEN, RBC W/REFL ID, TITER AND AG	59	$6.00	$354.00
7788SB=	ABO GROUP AND RH TYPE	101	$2.90	$292.90
265SB=	ANTI-STREPTOLYSIN O	10	$2.90	$29.00
654SB=	HETEROPHILE, MONO SCREEN	1	$4.80	$4.80
799SB=	RPR (MONITOR) W/REFL TITER	16	$3.40	$54.40
4112SB=	FTA-ABS	1	$7.00	$7.00
11073SB=	TISSUE TRANSGLUTAMINASE ANTIBODY, IGG,IGA	2	$75.00	$150.00
36970SB=	QUANTIFERON(R)-TB GOLD PLUS, 1 TUBE	70	$34.60	$2,422.00
6646SB=	LYME DISEASE AB W/REFL TO BLOT (IGG, IGM)	3	$3.02	$9.06
37227RVAL=	ANTI-MULLERIAN HORMONE (AMH), FEMALE	5	$29.00	$145.00
235SB=	ALPHA-1-ANTITRYPSIN QN	1	$4.80	$4.80
249SB=	ANA SCREEN, IFA, W/REFL TITER AND PATTERN	114	$5.80	$661.20
%36209SBX	ANTINUCLEAR ANTIBODIES TITER AND PATTERN	38	$8.00	$304.00
255SB=	DNA (DS) ANTIBODY	36	$11.50	$414.00
326SB=	CERULOPLASMIN	2	$5.80	$11.60
549SB=	IMMUNOFIXATION, SERUM	1	$75.00	$75.00
891SB=	TRANSFERRIN	26	$11.50	$299.00
4418SB=	RHEUMATOID FACTOR	106	$3.10	$328.60
4420SB=	C-REACTIVE PROTEIN	466	$3.00	$1,398.00

4847SB=	PREALBUMIN	128	$11.80	$1,510.40
4942SB=	SCL-70 ANTIBODY	6	$4.80	$28.80
5081SB=	THYROID PEROXIDASE ANTIBODIES	5	$9.60	$48.00
5704SB=	COMPLEMENT COMP C3 + C4	9	$19.20	$172.80
5810SB=	JO-1 ANTIBODY	3	$61.30	$183.90
7083SB=	IMMUNOGLOBULINS	3	$37.49	$112.47
7448SB=	SM AND SM/RNP ANTIBODIES	3	$19.20	$57.60
7832SB=	SJOGREN'S ANTIBODIES (SS-A,SS-B)	26	$19.20	$499.20
8593SB=	LYME DISEASE ANTIBODIES (IGG,IGM), IMMUNOBLOT	9	$20.00	$180.00
10124SB=	HS CRP	457	$8.60	$3,930.20
11173SB=	CYCLIC CITRULLINATED PEPTIDE (CCP) AB (IGG)	38	$14.40	$547.20
11234SB=	KAPPA/LAMBDA LIGHT CHAINS FREE WITH RATIO, SERUM	3	$41.30	$123.90
16088SB=	CENTROMERE B ANTIBODY	6	$14.40	$86.40
19887SB=	RNP ANTIBODY	20	$13.40	$268.00
34088SB=	CHROMATIN (NUCLEOSOMAL) ANTIBODY	12	$31.00	$372.00
37923SB=	SM ANTIBODY	25	$13.40	$335.00
7260SBX=	THYROID PEROXIDASE AND THYROGLOBULIN ANTIBODIES	35	$9.60	$336.00
263RWD=	SMOOTH MUSCLE AB W/REFL TITER	4	$47.10	$188.40
528SB=	HLA-B27 ANTIGEN	21	$12.50	$262.50
7197SBX=	LYMPHOCYTE SUBSET PANEL 1	1	$22.08	$22.08
7924SBX=	LYMPHOCYTE SUBSET PANEL 4	3	$22.00	$66.00
8360SBX=	LYMPHOCYTE SUBSET PANEL 5	458	$15.00	$6,870.00
929RVAL=	VITAMIN C	5	$19.20	$96.00
22060RVAL=	LAMOTRIGINE	1	$20.00	$20.00
227SB=	ALDOLASE	2	$4.92	$9.84
243SB=	AMYLASE	39	$2.41	$93.99
374SB=	CREATINE KINASE, TOTAL	56	$3.60	$201.60
496SB=	HEMOGLOBIN A1c	8226	$2.50	$20,565.00
606SB=	LIPASE	36	$2.40	$86.40
677SB=	OSMOLALITY (SERUM)	1	$68.75	$68.75
678SB=	OSMOLALITY (U)	1	$30.00	$30.00
1715SB=	PROTEIN, TOTAL W/CREAT, RANDOM URINE	33	$4.30	$141.90
5509SB=	AMMONIA (P)	125	$8.20	$1,025.00
926RVAL=	VITAMIN B6, PLASMA	4	$19.20	$76.80
5042RVAL=	VITAMIN B1 (THIAMINE), BLOOD, LC/MS/MS	11	$35.00	$385.00
15142RVAL=	LEVETIRACETAM	4	$25.00	$100.00
747SBX=	PROTEIN, TOTAL AND PROTEIN ELECTROPHORESIS	3	$23.32	$69.96
6517SBX=	ALBUMIN, RANDOM URINE W/CREATININE	988	$2.90	$2,865.20
31789SBX=	HOMOCYSTEINE	2	$27.35	$54.70
8369SB=	HEPATITIS B VIRUS DNA, QN, REAL TIME PCR	3	$67.20	$201.60
237SB=	ALPHA FETOPROTEIN, TUMOR MARKER	16	$14.40	$230.40
367SB=	CORTISOL, TOTAL	26	$30.19	$784.94
372SB=	C-PEPTIDE	6	$3.01	$18.06
402SB=	DHEA SULFATE	25	$10.60	$265.00
457SB=	FERRITIN	4423	$1.90	$8,403.70
466SB=	FOLATE, SERUM	5	$3.10	$15.50
470SB=	FSH	155	$3.10	$480.50
498SB=	HEPATITIS B SURFACE ANTIGEN W/REFL CONFIRM	102	$3.80	$387.60
499SB=	HEPATITIS B SURFACE ANTIBODY QL	72	$5.80	$417.60
501SB=	HEPATITIS B CORE AB TOTAL	52	$7.70	$400.40
542SB=	IMMUNOGLOBULIN E	10	$6.51	$65.10
561SB=	INSULIN	142	$8.60	$1,221.20
615SB=	LH	117	$2.90	$339.30
745SB=	PROGESTERONE	52	$3.80	$197.60
746SB=	PROLACTIN	91	$2.90	$263.90
859SB=	T3, TOTAL	31	$5.80	$179.80
861SB=	T3 UPTAKE	9	$2.40	$21.60
866SB=	T4, FREE	287	$5.80	$1,664.60
867SB=	T4 (THYROXINE), TOTAL	35	$2.40	$84.00
873SB=	TESTOSTERONE, TOTAL, MALES (ADULT), IA	87	$30.00	$2,610.00
899SB=	TSH	3045	$2.50	$7,612.50
927SB=	VITAMIN B12	100	$2.90	$290.00
978SB=	CEA	18	$11.50	$207.00
23065B=	TIMOTHY GRASS (G6) IGE	1	$9.29	$9.29
2414SB=	ROUGH PIGWEED (W14) IGE	1	$6.00	$6.00
2416SB=	ROUGH MARSH ELDER (W16) IGE	1	$9.29	$9.29
2418SB=	SHEEP SORREL (W18) IGE	1	$9.29	$9.29
2501SB=	MAPLE (BOX ELDER) (T1) IGE	1	$6.00	$6.00
2507SB=	OAK (T7) IGE	1	$6.00	$6.00

2508SB=	ELM (T8) IGE	1	$9.29	$9.29
2514SB=	COTTONWOOD (T14) IGE	1	$9.29	$9.29
2516SB=	WHITE PINE (T16) IGE	1	$7.99	$7.99
2522SB=	HICKORY/PECAN TREE (T22) IGE	1	$9.29	$9.29
2570SB=	WHITE MULBERRY (T70) IGE	1	$9.29	$9.29
2601SB=	CAT DANDER (E1) IGE	1	$6.00	$6.00
2605SB=	DOG DANDER (E5) IGE	1	$6.00	$6.00
2658SB=	MOUSE URINE PROTEINS (E72) IGE	1	$7.99	$7.99
2701SB=	PENICILLIUM NOTATUM (M1) IGE	1	$9.29	$9.29
2702SB=	CLADOSPORIUM HERBARUM (M2) IGE	1	$6.00	$6.00
2706SB=	ALTERNARIA ALTERNATA (M6) IGE	1	$6.00	$6.00
2721SB=	DERMATOPHAGOIDES PTERONYSSINUS (D1) IGE	1	$6.00	$6.00
2722SB=	DERMATOPHAGOIDES FARINAE (D2) IGE	1	$6.00	$6.00
2736SB=	COCKROACH (I6) IGE	1	$6.00	$6.00
2801SB=	EGG WHITE (F1) IGE	1	$6.00	$6.00
2802SB=	COW'S MILK (F2) IGE	1	$6.00	$6.00
2803SB=	CODFISH (F3) IGE	1	$6.00	$6.00
2804SB=	WHEAT (F4) IGE	1	$6.00	$6.00
2813SB=	PEANUT (F13) IGE	1	$6.00	$6.00
2814SB=	SOYBEAN (F14) IGE	1	$6.00	$6.00
2824SB=	SHRIMP (F24) IGE	1	$6.00	$6.00
3489SB=	WALNUT (F256) IGE	1	$7.99	$7.99
4021SB=	ESTRADIOL	122	$9.60	$1,171.20
4698SB=	CA 19-9	6	$11.50	$69.00
4848SB=	HEPATITIS B CORE ANTIBODY (IGM)	53	$6.89	$365.17
5363SB=	PSA, TOTAL	2224	$3.60	$8,006.40
5819SB=	CA 15-3	7	$15.00	$105.00
6462SB=	HEPATITIS PANEL, GENERAL	11	$28.80	$316.80
7065SB=	VITAMIN B12/FOLATE, SERUM PANEL	102	$6.91	$704.82
7444SB=	THYROID PANEL WITH TSH	3250	$7.00	$22,750.00
8396SB=	HCG, TOTAL, QN	22	$2.50	$55.00
8472SB=	HEPATITIS C AB W/REFL TO HCV RNA, QN, PCR	357	$5.80	$2,070.60
8475SB=	HEPATITIS B SURFACE AB IMMUNITY, QN	85	$5.80	$493.00
10306SB=	HEPATITIS PANEL, ACUTE W/REFLEX TO CONFIRMATION	238	$22.74	$5,412.12
29256SB=	CA 125	16	$11.50	$184.00
~~%%10421SB~~	~~PHENOSENSE®~~ **QUEST GENOSURE (TEST CODE 10594 - SIMILAR OFFERING)**	2	$850.00	$1,700.00
%%16946X	CULTURE, SALMONELLA AND SHIGELLA NO.2	4	$6.00	$24.00
%%16960X	CULTURE, SALMONELLA AND SHIGELLA NO.3	1	$6.00	$6.00
%%4475RVAL	CAMPYLOBACTER, CULTURE	1	$12.00	$12.00
%14653RXE	SUSCEPTIBILITY,AEROBIC BACTERIA, MIC	1	$8.75	$8.75
%15111ERQEZ	DRVVT CONFIRM	1	$5.46	$5.46
%35645SB	HCV RNA, QUANTITATIVE REAL TIME PCR	64	$42.84	$2,741.76
%36203SBX	RPR TITER	2	$3.40	$6.80
%36203SBX	RPR TITER	1	$3.40	$3.40
%36573FRQEZ	HEXAGONAL PHASE CONFIRM	1	$7.66	$7.66
%37472ARXE	R. TYPHI IGG TITER	2	$27.00	$54.00
%39737SB	ANTINUCLEAR ANTIBODIES TITER AND PATTERN	1	$7.00	$7.00
%8293SB	DIRECT LDL	1	$6.00	$6.00
%91118RQEZ	P190 BCR ABL1	4	$31.53	$126.12
%91343SB	PLATELET ESTIMATION **(INCLUDED WITH 6399)**	11	$0.00	$0.00
%91344SB	CBC MORPHOLOGY **(INCLUDED WITH TEST CODE 415 @ $10.55)**	9	$0.00	$0.00
%91432SBX	HIV 1/2 AB DIFF (SUPPLEMENTAL USE ONLY)	5	$33.93	$169.65
%91723SB	CARDIO IQ(R) DIRECT LDL	1	$6.00	$6.00
%SBHIV23	HIV FOURTH GEN REFLEX SCR	5	$3.40	$17.00
%SBRAST	**INTERPRETATION**	**2**	**NON TEST**	**$0.00**
%SBUAMSG	**NOTE**	**1**	**NON TEST**	**$0.00**
%SBUARFL	**MICROSCOPIC REFLEX**	**1**	**NON TEST**	**$0.00**
10398SB=	**CAT II HBA1C LESS 7**	**5748**	**NON TEST**	**$0.00**
10399SB=	**CAT II HBA1C 7-8**	**471**	**NON TEST**	**$0.00**
10400SB=	**CAT II HBA1C 8-9**	**308**	**NON TEST**	**$0.00**
10402SB=	**CAT II HBA1C GTR 9**	**593**	**NON TEST**	**$0.00**
10403SB=	**CAT II LDLC LESS 100**	**3089**	**NON TEST**	**$0.00**
10404SB=	**CAT II LDLC 100-129**	**2479**	**NON TEST**	**$0.00**
10406SB=	**CAT II LDLC GTR 130**	**1527**	**NON TEST**	**$0.00**
10815X=	**CONSULT, SPECIMEN A**	**11**	**NON TEST**	**$0.00**
11363SB=	CHLAMYDIA/N. GONORRHOEAE RNA, TMA, UROGENITAL	1212	$24.00	$29,088.00
12084RXE=	MONKEYPOX VIRUS DNA, QL REAL TIME PCR	4	$77.00	$308.00
14471X=	SUREPATH PAP	2	$21.50	$43.00
14499X=	SUREPATH PAP W/REFL HPV mRNA E6/E7	147	$21.50	$3,160.50

14512RQEZ=	VASCULAR ENDOTHELIAL GROWTH FACTOR (VEGF)	1	$27.89	$27.89
14673RXE=	BACTERIAL ID AND SUSCEPTIBILITY, AEROBIC	1	$29.75	$29.75
14693RQEZX=	PANCREATIC ELASTASE-1	3	$26.71	$80.13
14852SB=	LIPID PANEL WITH REFLEX TO DIRECT LDL	7	$2.40	$16.80
14852SB=	LIPID PANEL WITH REFLEX TO DIRECT LDL	5	$2.40	$12.00
14890RQEZ=	ANTIPHOSPHOLIPID ANTIBODY PANEL	1	$5.30	$5.30
15038RQEZ=	LIVER KIDNEY MICROSOME (LKM-1) AB (IGG)	3	$7.00	$21.00
15043RQEZ=	ACTIN (SMOOTH MUSCLE) ANTIBODY (IGG)	3	$30.00	$90.00
15064RQEZX=	ENDOMYSIAL ANTIBODY SCR (IGA) W/REFL TO TITER	1	$10.00	$10.00
15095X=	SUREPATH PAP AND HPV mRNA E6/E7	419	$46.50	$19,483.50
15118XQJE=	PATH REVIEW, LIQUID-BASED PAP	57	$12.00	$684.00
15584RAMD=	HLA-B27 DNA TYPING	1	$12.50	$12.50
15983Z3E=	TESTOSTERONE, TOTAL, MS	68	$25.00	$1,700.00
16185RXE=	HIV 1 RNA, QL REAL TIME PCR	5	$149.00	$745.00
16293RQEZ=	IGF 1, LC/MS	2	$25.00	$50.00
16302X=	CAMPYLOBACTER SPP. AG,EIA	1	$12.00	$12.00
16377SB=	CLOSTRIDIUM DIFFICILE TOXINB,QL REAL TIME PCR	1	$35.90	$35.90
16558Z3E=	CALCITRIOL 1,25 DIHYDROXYVITAMIN D	27	$33.60	$907.20
16601RAMD=	IODINE, RANDOM URINE	1	$6.36	$6.36
16796RQEZ=	CALPROTECTIN, STOOL	15	$69.00	$1,035.00
16802SB=	HEMOGLOBIN A1c WITH eAG	4	$2.50	$10.00
16959RQEZ=	VEGF MUTATION ANALYSIS	1	$91.67	$91.67
16985RAMD=	TRANSFERRIN, CARBOHYDRATE DEFICIENT (ALCOHOL USE)	1	$6.52	$6.52
17180RQEZ=	17-HYDROXYPROGESTERONE	1	$30.00	$30.00
17181RQEZ=	ALDOSTERONE, LC/MS/MS	1	$30.00	$30.00
17182RQEZ=	ANDROSTENEDIONE	1	$14.36	$14.36
17306SB=	VITAMIN D,25-OH,TOTAL,IA	1271	$19.20	$24,403.20
1759SB=	CBC (H/H, RBC, INDICES, WBC, PLT)	440	$1.48	$651.20
19098RXE=	NOROVIRUS RNA, QL REAL TIME PCR	3	$19.89	$59.67
19705RQEZ=	RHEUMATOID FACTOR (IGA, IGG, IGM)	1	$46.80	$46.80
19734XQJE=	SUREPATH, MANUAL SCREEN	568	$21.50	$12,212.00
19774RAMD=	HLA B*5701 TYPING	1	$29.40	$29.40
19955RQEZX=	CELIAC DISEASE COMPREHENSIVE PANEL	6	$69.84	$419.04
206RQEZ=	ACETYLCHOLINE RECEPTOR BINDING ANTIBODY	3	$22.10	$66.30
211RQEZ=	ACTH, PLASMA	2	$18.00	$36.00
21799SB=	**ADVANCE BENEFICIARY NOTICE**	**69**	**ABN MESSAGE**	**$0.00**
259RQEZ=	MITOCHONDRIAL ANTIBODY W/REFL TITER	8	$12.00	$96.00
267SB=	THYROGLOBULIN ANTIBODIES	1	$6.70	$6.70
29493SB=	CA 27.29	2	$3.29	$6.58
3020SBX=	URINALYSIS, COMPLETE W/REFLEX TO CULTURE	0	$2.50	$0.00
30278SB=	THYROGLOBULIN PANEL	1	$12.00	$12.00
30289RQEZ=	ESTRADIOL,ULTRASENSITIVE, LC/MS	1	$25.00	$25.00
30294SB=	QUAD SCREEN	2	$169.05	$338.10
30321RQEZ=	MITOCHONDRIA M2 ANTIBODY (IGG), EIA	1	$11.60	$11.60
30740SB=	SEX HORMONE BINDING GLOBULIN	23	$37.57	$864.11
31348SBX=	PSA (FREE AND TOTAL)	41	$4.00	$164.00
31493RQEZ=	PREGNENOLONE, LC/MS	10	$14.56	$145.60
31672RXE=	SARS CoV2, IgG NUCLEOCAP, IgM SPIKE, QL	1	$130.00	$130.00
32114X=	SALMONELLA/SHIGELLA CULT, CAMPY EIA AND SHIGA TOXIN W/RFL E. COLI O157 CULT	28	$30.15	$844.20
3259SB=	DRAW FEE, PSC SPECIMEN	2396	$2.00	$4,792.00
329SB=	CARBAMAZEPINE, TOTAL	1	$3.80	$3.80
34411X=	AEROBIC BACTERIUM ID X2	5	$24.83	$124.15
34411X=	AEROBIC BACTERIUM ID X2	2	$24.83	$49.66
34429SB=	T3, FREE	39	$8.60	$335.40
34472RQEZ=	INHIBIN A	1	$25.00	$25.00
34499SB=	SARS COV 2 AB (IGG) SPIKE, SEMI QN	33	$65.00	$2,145.00
34693SB=	TROPONIN I, HIGH SENSITIVITY	11	$19.20	$211.20
34838XRGA=	HELICOBACTER PYLORI AG, EIA, STOOL	97	$13.32	$1,292.04
34878RQEZ=	GLUTAMIC ACID DECARBOXYLASE 65 AB	1	$204.79	$204.79
34879RQEZ=	METHYLMALONIC ACID	1	$95.00	$95.00
34949RXE=	HIV 1 GENOTYPE	62	$125.00	$7,750.00
3544SB=	**PAP NOT PERFORMED**	**1**	**NON TEST**	**$0.00**
35079RQEZ=	HEREDITARY HEMOCHROMATOSIS DNA MUT	3	$21.97	$65.91
35645SB=	HCV RNA, QUANTITATIVE REAL TIME PCR	20	$42.84	$856.80
36126SB=	RPR (DX) W/REFL TITER AND CONFIRMATORY TESTING	3	$3.40	$10.20
36127SB=	TSH W/REFLEX TO FT4	10	$2.50	$25.00
36170Z3E=	TESTOSTERONE, FREE (DIALYSIS) AND TOTAL,MS	85	$9.60	$816.00
36330SB=	LEVETIRACETAM, IMMUNOASSAY	3	$25.00	$75.00
36509RQEZ=	CARDIO IQ(R) INSULIN RESISTANCE PANEL WITH SCORE	1	$37.00	$37.00

36555RQEZ=	PLASMINOGEN ACTIVATOR INHIBITOR (PAI-1) AG	4	$35.00	$140.00
36564RXE=	MUMPS VIRUS AB (IGG,IGM), DIAGNOSTIC	1	$24.00	$24.00
36565RXE=	MUMPS VIRUS ANTIBODY (IGM)	1	$12.00	$12.00
36742RQEZ=	ESTROGENS, FRACTIONATED, LC/MS	1	$25.00	$25.00
3679SB=	TOXOPLASMA ANTIBODY (IGG)	128	$22.50	$2,880.00
37056RQEZ=	HISTONE ANTIBODIES	2	$7.76	$15.52
37091RAMD=	CREATINE, SERUM	1	$11.30	$11.30
37386SB=	B TYPE NATRIURETIC PEPTIDE (BNP)	33	$20.50	$676.50
37478RXE=	RICKETTSIAL DISEASE PANEL	2	$150.00	$300.00
37740RQEZ=	COPEPTIN	1	$29.43	$29.43
377RQEZ=	CREATINE KINASE ISOENZYMES W/O TOTAL	6	$15.00	$90.00
37811RXE=	HEPATITIS C VIRAL RNA GENOTYPE, LIPA	45	$195.00	$8,775.00
38683RQEZ=	TRAB	3	$27.24	$81.72
38928RQEZ=	SOLUBLE LIVER ANTIGEN (SLA) AUTOANTIBODY	2	$12.21	$24.42
38930SB=	**SPECIMEN INTEGRITY COMPROMISED**	**102**	**NON TEST**	**$0.00**
38945RXE=	ADENOVIRUS AG DETECTION, GASTROENTERITIS, EIA	1	$28.77	$28.77
389X=	CULTURE, BLOOD	7	$9.60	$67.20
391SB=	BIOTIN (VITAMIN B7)	2	$75.81	$151.62
392X=	AEROBIC BACTERIUM ID AND SUSCEPTIBILITY	108	$21.12	$2,280.96
39437SB=	**HOLD PCR**	**17**	**NON TEST**	**$0.00**
394X=	CULTURE, THROAT	4	$7.70	$30.80
395X=	CULTURE, URINE, ROUTINE	107	$6.66	$712.62
40085SB=	HIV 1 RNA, QUANTITATIVE REAL TIME PCR	466	$49.00	$22,834.00
418SB=	DIGOXIN	1	$20.00	$20.00
439RQEZ=	ESTROGEN, TOTAL, SERUM	27	$15.00	$405.00
4439SB=	VARICELLA ZOSTER VIRUS ANTIBODY (IGG)	85	$9.60	$816.00
449RQEZ=	NONESTERIFIED FATTY ACIDS (FREE FATTY ACIDS)	3	$25.00	$75.00
508SB=	HEPATITIS A AB, TOTAL	1	$11.77	$11.77
52595B=	MEASLES, MUMPS, AND RUBELLA (MMR) AB (IGG) PANEL, IMMUNE STATUS	21	$26.90	$564.90
5463SB=	URINALYSIS, COMPLETE	4	$2.50	$10.00
585SB=	LACTIC ACID, PLASMA	0	$25.00	$0.00
58695SB=	S. PNEUMONIAE IGG AB, 23 SEROTYPES	1	$348.04	$348.04
599SBX=	LEAD (VENOUS)	12	$8.60	$103.20
613SB=	LITHIUM	7	$7.70	$53.90
618RQEZ=	COMPLEMENT, TOTAL (CH50)	1	$8.62	$8.62
6339SB=	TRICHLOROETHYLENE, BLOOD	0	$125.00	$0.00
6419RXE=	RICKETTSIA (RMSF) IGG,IGM W/REFL TO TITERS	1	$20.03	$20.03
6421SB=	EPSTEIN BARR VIRUS ANTIBODY PANEL	7	$28.80	$201.60
6447SB=	HSV 1/2 IGG,TYPE SPECIFIC AB	106	$19.20	$2,035.20
6448SB=	URINALYSIS MACROSCOPIC	2	$1.15	$2.30
6641X=	SUSCEPTIBILITY, AEROBIC BACTERIUM	1	$10.00	$10.00
6653XRGA=	OVA AND PARASITES, CONC/PERM SMEAR, 2 SPEC	21	$18.00	$378.00
6732SB=	CYTOMEGALOVIRUS ANTIBODIES (IGG,IGM)	3	$16.65	$49.95
681X=	OVA AND PARASITES, CONC AND PERM SMEAR	40	$9.00	$360.00
70159RQEZ=	ANCA SCREEN WITH MPO AND PR3 WITH REFLEX TO ANCA TITER	4	$78.02	$312.08
706XRGA=	ROTAVIRUS ANTIGEN DETECTION	1	$14.40	$14.40
7079RQEZX=	LUPUS ANTICOAGULANT EVALUATION WITH REFLEX	1	$17.30	$17.30
708SB=	PHENOBARBITAL	1	$4.52	$4.52
7137SBX=	FSH AND LH	1	$6.20	$6.20
7600SB=	LIPID PANEL, STANDARD	6015	$2.40	$14,436.00
760RQEZ=	PROINSULIN	1	$16.93	$16.93
763SB=	PARTIAL THROMBOPLASTIN TIME, ACTIVATED	1	$3.20	$3.20
7909SB=	URINALYSIS REFLEX	2	$1.15	$2.30
7998SB=	HEMOGLOBIN + HEMATOCRIT	1190	$0.68	$809.20
8008SB=	HCG, TOTAL, QL (REFL)	1	$1.54	$1.54
8018SB=	TSH (REFL)	0	$2.50	$0.00
802SB=	RUBELLA AB (IGG), IMMUNE STATUS	65	$1.90	$123.50
805XRGA=	SALICYLATE	2	$24.00	$48.00
823SB=	ALT	5	$1.90	$9.50
8268SB=	ANA SCREEN, IFA, W/REFL TITER/PATTERN (REFL)	1	$4.68	$4.68
8625X=	GIARDIA AG, EIA, STOOL	1	$25.31	$25.31
8837SBX=	PTH, INTACT AND CALCIUM	10	$59.50	$595.00
90367RQEZ=	LEPTIN	1	$12.45	$12.45
90389X=	CRYPTOSPORIDIUM ANTIGEN, EIA	2	$12.00	$24.00
906RXE=	COCCIDIOIDES AB, CF,SERUM	5	$7.00	$35.00
90963RQEZ=	T3 REVERSE, LC/MS/MS	2	$26.90	$53.80
91065RQEZ=	BCR ABL1 GENE REARRANGEMENT, QN PCR	2	$151.00	$302.00
91431SB=	HIV 1/2 ANTIGEN/ANTIBODY,FOURTH GENERATION W/RFL	953	$3.40	$3,240.20
91664X=	CLOSTRIDIUM DIFFICILE TOXIN/GDH W/REFL TO PCR	15	$22.89	$343.35

916SB=	VALPROIC ACID	5	$7.70	$38.50
91716SB=	CARDIO IQ(R) LIPID PANEL	3	$3.06	$9.18
92052SB=	CARDIO IQ(R) ASCVD RISK PANEL WITH SCORE	29	$3.06	$88.74
92079X=	HPV DNA, HIGH RISK, CERVICAL	2	$25.00	$50.00
92170RAT=	ALLERGY MOLD PANEL, COMPLETE	1	$43.27	$43.27
921RVAL=	VITAMIN A (RETINOL)	11	$24.00	$264.00
92203X=	HPV mRNA E6/E7, SUREPATH VIAL	11	$26.42	$290.62
92688RQEZ=	LIVER FIBROSIS, FIBROTEST ACTITEST PANEL	37	$80.00	$2,960.00
926Z3E=	VITAMIN B6, PLASMA	6	$19.20	$115.20
92769SB=	OxLDL	1	$15.25	$15.25
92888Z3E=	QUESTASSURED(TM) 25 HYDROXYVITAMIN D(D2,D3)	22	$29.00	$638.00
931RVAL=	VITAMIN E (TOCOPHEROL)	1	$19.20	$19.20
94345SB=	HEPATITIS C AB W/RFL RNA, PCR W/RFL GENOTYPE,LIPA	17	$5.80	$98.60
945RVAL=	ZINC	6	$15.00	$90.00
94621RQEZ=	18-HYDROXYCORTICOSTERONE	1	$11.62	$11.62
SBCULHLD	**CULTURE HOLD**	**4**	**NON TEST**	**$0.00**
	BASED ON UNIT VOLUME AND ASSOCIATED UNIT PRICE	**TOTAL**		**$374,795.65**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Quest Diagnostics Clinical Laboratories, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Jose F. Castillo, Acting Finance Diretor

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A ☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

5-8-2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

AFFIDAVIT

Project: City of Laredo Health Department Lab 2023

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is the Vice President and General Manager, Southwest Region
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8 day of May 2023.

Melanie DiBello
Notary Public

My commission expires:
4/12/2025

MELANIE DIBELLO
Notary ID #8103054
My Commission Expires
April 12, 2025



Associated websites for Vendor Requirements:

Line Item 2). Order entry and result review and printing:

Quanum Lab Services Manager (questdiagnostics.com)

Line Item 3). eInvoice: https://einv.qdx.com/einv/engine/quest/login

Line Item 6). Quest Diagnostics Test Directory:

https://testdirectory.questdiagnostics.com/test/home

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS
QUEST DIAGNOSTIC CLINICAL LABORATORIES
INC
4770 REGENT BLVD
IRVING, TX 75063

CLIA ID NUMBER
45D0697943

EFFECTIVE DATE
02/09/2023

LABORATORY DIRECTOR
ROBERT L BRECKENRIDGE M.D.

EXPIRATION DATE
02/08/2025

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Monique Spruill

Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

730 Certs2_011023

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
HISTOCOMPATIBILTY (010)	01/22/2002
BACTERIOLOGY (110)	10/13/1995
MYCOBACTERIOLOGY (115)	01/22/2002
MYCOLOGY (120)	10/13/1995
PARASITOLOGY (130)	10/13/1995
VIROLOGY (140)	10/13/1995
SYPHILIS SEROLOGY (210)	10/13/1995
GENERAL IMMUNOLOGY (220)	10/13/1995
ROUTINE CHEMISTRY (310)	10/13/1995
URINALYSIS (320)	10/13/1995
ENDOCRINOLOGY (330)	10/13/1995
TOXICOLOGY (340)	03/29/2003
HEMATOLOGY (400)	10/13/1995

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
ABO & RH GROUP (510)	10/13/1995
ANTIBODY TRANSFUSION (520)	11/23/2011
ANTIBODY NON-TRANSFUSION (530)	10/13/1995
ANTIBODY IDENTIFICATION (540)	10/13/1995
CYTOLOGY (630)	07/24/2003

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

COLLEGE of AMERICAN PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

Quest Diagnostics
Dallas Business Unit Main Laboratory
Irving, Texas
Robert L. Breckenridge, MD, MBA

CAP Number: 2071801
AU-ID: 1185706
CLIA Number: 45D0697943

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **May 15, 2024** to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Kathleen G. Beavis, MD, Accreditation Committee Chair

Emily Volk, MD, FCAP, President, College of American Pathologists



Exhibit B

(Vendor's Insurance Certificate)

Exhibit C

(COL's Terms and Conditions)

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS
Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Ave, Laredo, TX 78041; email: jezapata@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived

prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

City of Laredo
Purchasing Division

RENEWAL NOTICE

May 18, 2026.

Mr. Gerald LaFlamme
Quest Diagnostics
500 Plaza Drive
Secaucus, NJ 07094

RE: Contract FY23-046 Clinical Laboratory testing Services- Ext. I

Dear Mr. LaFlamme:

This letter is a formal request by the City of Laredo to extend contract FY23-046 for an additional three year period for Clinical Laboratory testing Services for the Health Department and Employee Health and Wellness. This is the last extension period.

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

[f there are any questions regarding this notification, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime Zapata
Purchasing Agent

XC: Purchasing File

Quest Diagnostics

Request a contract extension: ___X___ Not request a contract extension: _____

Authorized Signature: _____ Gerald LaFlamme (Jun 13, 2026 15:32:00 CDT)

Print Name: Gerald LaFlamme

Date: Jun 13, 2026

00045014.8 - CITY OF LAREDO HLTH DEPT - Amendments

Final Audit Report 2026-06-13

Created:	2026-06-12
By:	Paul Yoon (paul.y.yoon@questdiagnostics.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlP-lFdrlo0h30FR-YNckBeRTo5dwen3c
Documents:	00045014.8 - CITY OF LAREDO HLTH DEPT - Amendments_Original_Amendment - Client paper_Renewal Notice FY23-046 Ext. I.pdf (1 page)

"00045014.8 - CITY OF LAREDO HLTH DEPT - Amendments" History

Document created by Paul Yoon (paul.y.yoon@questdiagnostics.com)
2026-06-12 - 6:35:53 PM GMT- IP address: 155.226.157.254

Document emailed to gerald.p.laflamme@questdiagnostics.com for signature
2026-06-12 - 6:36:56 PM GMT

Email sent to therrera1@ci.lardeo.tx.us bounced and could not be delivered
2026-06-12 - 6:37:09 PM GMT

Email viewed by gerald.p.laflamme@questdiagnostics.com
2026-06-12 - 6:38:45 PM GMT- IP address: 216.76.52.134

Agreement viewed by gerald.p.laflamme@questdiagnostics.com
2026-06-12 - 6:38:49 PM GMT- IP address: 216.76.52.134

Signer gerald.p.laflamme@questdiagnostics.com entered name at signing as Gerald LaFlamme
2026-06-13 - 8:31:58 PM GMT- IP address: 172.11.128.184

Document e-signed by Gerald LaFlamme (gerald.p.laflamme@questdiagnostics.com)
Signature Date: 2026-06-13 - 8:32:00 PM GMT - Time Source: server- IP address: 172.11.128.184 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-06-13 - 8:32:00 PM GMT

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 32.**

SUBJECT
Authorization for payment of invoices for the annual software maintenance agreement as stipulated on the contract with Tyler Technologies, Inc. utilizing Sourcewell contract #060624-TTI in the amount not to exceed $135,701.70. The maintenance agreement is a hosted environment software allowing the court to process, track and maintain all court records. The term of the contract is for one (1) year commencing on September 1, 2026 and ending on August 31, 2027. Funding is available in General Fund-Municipal Court Budget.

PREVIOUS COUNCIL ACTION
On October 6, 2025, City Council authorized payment of invoices for the annual software maintenance agreement as stipulated on the contract with Tyler Technologies, Inc. in the amount $129,408.21 for the term September 1, 2025 through August 31, 2026

BACKGROUND
Laredo Municipal Court has utilized Tyler Technologies, Inc. Incode software as the courts' case management software. This is an annual agreement renewing automatically for an additional one (1) year renewal terms unless terminated by either party.
It allows the court to process, track and maintain all court records. In 2021, the court transitioned to a hosted environment increasing online services and also enabling the court to work remotely, if needed.
The annual software maintenance agreement includes the following programs:
Customer Relationship Management Suite:
-Tyler Content Manager Standard Edition TCM Se
Incode Court Suite:
-Court Police non Incode Interface Import or Export of Citation Warrants Dispositions
-Criminal Court Case Mgt
-Centralized Cash Collections
-General Ledger Interface non Tyler
-Data Dictionary
-System Software Non SQL
-Collection Agency Export Interface
-Tyler Output Processor Server v9
This agreement includes the Court Case Resolution Bundle:
Online Case Resolution:
-update case status within Incode real time
-support automated payment plan payments
-accept full and partial online payments
-allow defendants to select options like pleas, driving safety course (DSC) requests, extensions,

and deferrals for resolving cases online
-accept documentation for purpose of dismissals
Automated Call Response:
-answer quick questions with Interactive Voice Response (IVR)
-pay citations and payment plans
Text Notifications
-send batch or individual text notifications
-accept payment by text via embedded weblink
-record history of times case notifications are sent

There are two (2) additional software that were added:
- Online Records Search: This allows for the online search of open court cases and displays certain case details.
- Defense Attorney Access: This allows attorneys to submit and receive documents/notices online for their respective cases.

COMMITTEE RECOMMENDATION
n/a

STAFF RECOMMENDATION
The case management software is essential to court operations. Staff recommends approval.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Technology Funds
Account #:	101-1400-513-5588
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Municipal Court Technology Fund FY25-26 budget.

City Council-Regular
Meeting Date: 07/26/2021
Initiated By: Robert A. Eads, City Manager
Initiated By: Ana L Rodriguez - Municipal Court Clerk
Staff Source: Ana L Rodriguez, Municipal Court Clerk

SUBJECT

Excellent and Connected

Authorizing City Manager to enter into an annual software maintenance agreement with Tyler Technologies, Inc. in the amount not to exceed $108,080.00. The annual software maintenance agreement is for a one year term and effective date upon execution, renewing automatically unless terminated by either party. Funding is available in the FY 2020-2021 Municipal Court Technology Fund budget.

PREVIOUS COUNCIL ACTION

On January 19, 2021, City Council authorized the City Manager to execute the FY20-21 Software Maintenance Agreement with Tyler Technologies, Inc. in the amount of $119,373.00. The agreement included the following programs: Court Case Management, Central Cash Collection, Data Dictionary, HTEI Interface, Police Interface, AcuCorp AcuServer, Court/Police Interface, General Ledger Interface, Collection Agency Export Interface, Disaster Recovery Services, Tyler Content Manager (TCM), Online Payment Module and the Online Record Search.

BACKGROUND

Since 2004, Laredo Municipal Court has utilized Tyler Technologies, Inc. "Incode" software as the courts' case management software. It allows the court to process, track and maintain all court records. Over the past several years, the court has increased the utilization of the Incode software by adding different modules to increase services as well as department efficiency. The agreement is on a annual basis renewing automatically until canceled by either party.

This agreement is to transition the current Incode software from a server based environment to a hosted environment (cloud environment). This agreement would include current services (online payments, TCM, and disaster recovery services). Transitioning to a hosted environment would also prepare the court to work remotely if needed plus it would also eliminate server/hardware and maintenance costs as all software, hardware and data would be on a hosted environment.

The transition to a hosted environment would also allow the court to "bundle" several of the current services to a Case Resolution Bundle offered by Tyler Technologies, Inc. Instead of paying an annual cost for each service as we currently do, the court would bundle the current services (online payments and text notifications), plus add Interactive Voice Response (IVR), accept phone payments, and allow defendants to select online options like pleas, driving

The transition to a hosted environment would also allow the court to "bundle" several of the current services to a Case Resolution Bundle offered by Tyler Technologies, Inc. Instead of paying an annual cost for each service as we currently do, the court would bundle the current services (online payments and text notifications), plus add Interactive Voice Response (IVR), accept phone payments, and allow defendants to select online options like pleas, driving safety course requests, extensions, and deferrals for resolving cases online, accept documentation for purpose of dismissals, and requests new court dates. The Case Resolution Bundle is at no additional cost to the City saving the City approximately $27,000 annually by no longer paying for database services (text notifications) and the online payment module.

The only current agreement not included as part of this transition is the online court record search. This allows for the online search of open court cases and displays certain case details. This service would continue to be billed separately on an annual basis.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval is this motion.

Fiscal Impact

Fiscal Year:	2021
Bugeted Y/N?:	Y
Source of Funds:	Technology Funds
Account #:	101-1400-513-5588

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Municipal Court Technology Fund FY20-21 budget.

Attachments

Tyler Agreement - Hosted Env
Case Resolution Bundle
Case Resolution Bundle



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Laredo, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH**

IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Jisel Lopez

Name: Jisel Lopez

Title: Senior Corporate Attorney

Date: August 9, 2021

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Laredo

By: [signature]

Name: Robert A. Eads

Title: City Manager

Date: 7/30/2021

Address for Notices:
City of Laredo
PO Box 579
Laredo, TX 78042
Attention: Ana Rodriguez

CITY OF LAREDO, TEXAS

Attest:

Jose A. Valdez, Jr.
City Secretary

tyler



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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tyler technologies

Quoted By: Paul Rex
Quote Expiration: 11/28/2021
Quote Name: City of Laredo, TX CT-Saas Flip to Hosted
Quote Number: 2021-129173
Quote Description: Saas Flip to Hosted

Sales Quotation For
Ana Rodriguez
City of Laredo
PO Box 579
Laredo , TX 78042-0579
Phone: +1 (956) 791-7309

Tyler Software and Related Services - SaaS		One Time Fees			
Description		Impl. Hours	Impl. Cost	#Yrs	Net Annual Fee
Customer Relationship Management Suite					
Tyler Content Manager Standard Edition TCM SE		0	$0		$6,815
Incode Court Suite					
Court Police non Incode Interface Import or Export of Citations Warrants Dispositions		0	$0		$6,313
Criminal Court Case Mgt		0	$0		$72,797
Centralized Cash Collections		0	$0		$7,280
General Ledger Interface non Tyler		0	$0		$4,003
Data Dictionary		0	$0		$5,746
System Software Non SQL		0	$0		$883
Collection Agency Export Interface		0	$0		$1,542
Tyler Output Processor Server v9		0	$0		$2,701
	Sub-Total:		*$0*		*$108,080*
	TOTAL:	**0**	**$0**	3	**$108,080**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	$0	$108,080
Total Tyler Services	$0	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$0**	**$108,080**
Contract Total	**$108,080**	

Comments

- All services quoted herein are assumed to be delivered remote unless otherwise indicated.



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.

(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

tyler technologies

Quoted By:	Paul Rex
Quote Expiration:	11/28/2021
Quote Name:	City of Laredo, TX CT-Case Resolution Bundle(adding IVR)
Quote Number:	2021-129174
Quote Description:	Case Resolution Bundle(adding IVR)

Sales Quotation For
Ana Rodriguez
City of Laredo
PO Box 579
Laredo , TX 78042-0579
Phone: +1 (956) 791-7309

Tyler Software and Related Services - Annual

		One Time Fees		
Description		Impl. Hours	Impl. Cost	Net Annual Fee
Incode Court Suite				
Court Case Resolution Bundle		0	$0	$0
	Sub-Total:		*$0*	*$0*
	TOTAL:	**0**	**$0**	**$0**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance

Summary	One Time Fees	Recurring Fees
Total Tyler Services	$0	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$0**	**$0**
Contract Total	**$0**	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Client currently owns MCO and Notify, please add IVR and enroll in the bundle.

- All services quoted herein are assumed to be delivered remote unless otherwise indicated.
- Court Case Resolution Bundle: A fee is paid by the defendant for each transaction processed through Incode Court Online or Court IVR: $1.00 for payments under $100, $2.50 for payments over $100, and $3.50 for advanced online transactions. A $0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the

Comments

client 1) enables the standard campaigns that include a link to Incode Court Online, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail.

tyler technologies

Case Resolution Bundle

24/7 ACCESS
Defendants can manage cases from anywhere at any time

ENGAGE WITH CITIZENS
Easily automate engagement with citizens

INCREASE COMPLIANCE
Give defendants more flexible options to manage their cases

CASE RESOLUTION TOOLS FOR INCODE® COURT

Case Resolution Tools empower citizens to truly take ownership of their court experience by providing easy access to information. From the moment a case lands on your docket until the final payment is received, these tools work together to help courts resolve cases quickly and efficiently.

	COURT	DEFENDANT
ONLINE CASE RESOLUTION • Update case status within Incode real time • Support automated payment plan payments • Accept full and partial online payments • Allow defendants to select options like pleas, Driving Safety Course (DSC) requests, extensions, and deferrals for resolving cases online • Accept documentation for purpose of dismissals • Request court dates online	FREE	$2.50 per payment or $1.00 per payment less than $100 $3.50 for driving safety course, dismissals, extensions, court scheduling, and deferrals
AUTOMATED CALL RESPONSE • Answer quick questions with Interactive Voice Response (IVR) • Pay citations and payment plans	FREE	$2.50 per payment or $1.00 per payment less than $100
TEXT NOTIFICATIONS • Send batch or individual text notifications • Accept payments by text via embedded weblink • Record history of times case notifications are sent	FREE	Standard message & data rates may apply
ADDITIONAL TOOLS • Tyler Virtual Court™ • Online Records Search • Phone Notifications • Attorney E-Filing	Contact your sales representative	

** Requires same options given at counter to be enabled for citizens online*
*** Requires standard notifications to be enabled (Initial Appearance, Payment Plans, and Extensions)*

CITY OF LAREDO
SIGNATURE ROUTING FORM

Date: August 26, 2024

Re: Memo - Tyler Tech Price Increase **(PROJECT NAME)**

RECEIVED
AUG 26 2024
CITY ATTORNEY'S OFFICE

_____Ordinance #
_____Resolution #
_____Motion
_____Other

Please sign for Municipal Court **(DEPARTMENT)**. A total of 1 documents need your signature.

RECEIVED
AUG 26 2024
City Manager's Office

____This contract does not require Council action.

____The bid was accepted by City Council on _____

Pending signature:

____Risk Management (if applicable)_____ **(DATE)**

____Finance Department (if applicable)_____ **(DATE)**

✓ Legal Department JAR / Rosita D. 8.26.24 **(DATE)**

✓ City Manager's Office Cony Roxana 8/26 **(DATE)**

____City Secretary's signature_____ **(DATE)**

*Distribution: Martha Navarro

Contact Info:

Please return signed document(s) to Municipal Court. For any questions please contact Ashley Garcia @ X-1671.

Thank you.

PLEASE EXPEDITE

***Note:** Original contracts, ordinances, motions, and resolutions should be submitted on blue backs.

One original will be kept by City Secretary. Department will receive remaining copies.

City of Laredo
MUNICIPAL COURT OF RECORD

JESUS M. DOMINGUEZ
Municipal Court Judge
956-794-1680

MEMO

To: City Manager's Office

From: Ana L. Rodriguez, Municipal Court Clerk

Date: 08/26/2024

Re: 2024-2025 Tyler Technologies Annual Software Maintenance Agreement – Price Increase

Authorization to approve a price increase of 5% on the Annual Software Maintenance Agreement with Tyler Technologies for Laredo Municipal Court. The original contract was approved by City Council on July 26, 2021 in the amount of $108,080.00. As per Section F – Term and Termination, the initial term was for three (3) years commencing on September 1, 2021 and ending August 31, 2024. Upon expiration of the initial term, this agreement will renew automatically for an additional one (1) year renewal terms at the then-current SaaS Fees unless terminated in writing by either party.

	Current Sept. 2021 – Aug. 2024	New Sept. 2024 – Aug. 2025
SaaS Fees	$108,080.00	$113,484.00

Approved ✓ Not Approved _____

City Manager

JRR : as to form

Attest
Mario I. Maldonado Jr.
City Secretary

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-472812	08/01/2024	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE DIVISION
P.O. BOX 210
LAREDO, TX 78042

Ship To: CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE DIVISION
P.O. BOX 210
LAREDO, TX 78042

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43611 - MAIN - MAIN	198228	3965148	USD	NET30	08/31/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Laredo, TX, City of				
01/Sep/2021	Tyler Content Manager Standard Edition TCM SE Cycle: Start: 01/Sep/2024, End: 31/Aug/2025	1	7,155.75	7,155.75
ERP Pro Financials Annual Fees				
01/Sep/2021	Data Dictionary Subscription Fees Cycle: Start: 01/Sep/2024, End: 31/Aug/2025	1		$6,033.30
Municipal Justice Annual Fees				
01/Sep/2021	Tyler Output Processor Server v9 Cycle: Start: 01/Sep/2024, End: 31/Aug/2025	1		$99,367.80
01/Sep/2021	Collection Agency Export Interface Subscription Fees Cycle: Start: 01/Sep/2024, End: 31/Aug/2025			
01/Sep/2021	General Ledger Interface non Tyler Cycle: Start: 01/Sep/2024, End: 31/Aug/2025			
01/Sep/2021	Centralized Cash Collections Subscription Fees Cycle: Start: 01/Sep/2024, End: 31/Aug/2025			
01/Sep/2021	Criminal Court Case Mgt Cycle: Start: 01/Sep/2024, End: 31/Aug/2025			
01/Sep/2021	Court Police non Incode Interface Import or Export of Citations Warrants Dispositions Cycle: Start: 01/Sep/2024, End: 31/Aug/2025			
Third Party System Software				
01/Sep/2021	System Software Non SQL Maintenance Cycle: Start: 01/Sep/2024, End: 31/Aug/2025	1		$927.15

RECEIVED 9/3/24 MG

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	113,484.00
Sales Tax	$0.00
Invoice Total	113,484.00

City of Laredo
MUNICIPAL COURT OF RECORD

JESUS M. DOMINGUEZ
Municipal Court Judge
956-794-1680

MEMO

To: City Manager's Office

From: Ana L. Rodriguez, Municipal Court Clerk

Date: September 9, 2025

Re: Tyler Technologies Annual Software Maintenance Agreement

The Municipal Court has an annual software maintenance contract with Tyler Technologies, Inc. in the amount of $129,408.21. The term of the contract is for one (1) year commencing on September 1, 2025 and ending August 31, 2026. The funds for the contract have been budgeted in the Fiscal Year 2024-2025 Municipal Court Technology Funds. However, the item will be submitted for council approval in the new Fiscal Year 2025-2026 in which will utilize the funds for next year's renewal. Authorization to approve a purchase order and submit for ratification on October 6, 2025 for council approval to utilize the funds of the contract in Fiscal Year 2024-2025.

Approved ____ Not Approved ____

City Manager

City of Laredo

City Council

Meeting Date: 10/6/2025 **Consent Agenda**

SUBJECT
Ratification of payment for the annual software maintenance as stipulated on the contract to Tyler Technologies, Inc. in the amount of $129,408.21. The maintenance contract is a hosted environment software allowing the court to process, track and maintain all court records. The term of the contract is for one (1) year commencing on September 1, 2025 and ending on August 31, 2025. Funding is available in the Municipal Court Technology Fund.

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

PREVIOUS COUNCIL ACTION
On June 26, 2021, City Council authorized the City Manager to enter into an annual software maintenance agreement with Tyler Technologies, Inc. in the amount not to exceed $108,080.00. As per the agreement, the initial term was for three (3) years commencing on September 1, 2021 and ending August 31, 2024. Upon expiration of the initial term, the agreement will renew automatically for an additional one (1) year renewal terms at the then-current Saas fees unless terminated by either party.

BACKGROUND
Laredo Municipal Court has utilized Tyler Technologies, Inc. Incode software as the courts' case management software. It allows the court to process, track and maintain all court records. In 2021, the court transitioned to a hosted environment increasing online services and also enabling the court to work remotely, if needed.

The annual software maintenance agreement includes the following programs:
Customer Relationship Management Suite:
-Tyler Content Manager Standard Edition TCM Se
Incode Court Suite:
-Court Police non Incode Interface Import or Export of Citation Warrants Dispositions
-Criminal Court Case Mgt
-Centralized Cash Collections
-General Ledger Interface non Tyler
-Data Dictionary
-System Software Non SQL
-Collection Agency Export Interface
-Tyler Output Processor Server v9

This agreement includes the Court Case Resolution Bundle:
Online Case Resolution:
-update case status within Incode real time
-support automated payment plan payments
-accept full and partial online payments
-allow defendants to select options like pleas, driving safety course (DSC) requests, extensions, and deferrals for resolving cases online
-accept documentation for purpose of dismissals
Automated Call Response:
-answer quick questions with Interactive Voice Response (IVR)
-pay citations and payment plans
Text Notifications
-send batch or individual text notifications
-accept payment by text via embedded weblink
-record history of times case notifications are sent

There are two (2) additional software that were added:
- Online Records Search: This allows for the online search of open court cases and displays certain case details.
- Defense Attorney Access: This allows attorneys to submit and received documents/notices online for their respective cases.

COMMITTEE RECOMMENDATION
n/a

STAFF RECOMMENDATION
The case management software is essential to court operations. Staff recommends approval.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Technology Funds
Account #:	101-1400-513-5588
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Municipal Court Technology Fund FY24-25 budget.

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-520041b	08/01/2025	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE DIVISION
P.O. BOX 210
LAREDO, TX 78042

Ship To: CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE DIVISION
P.O. BOX 210
LAREDO, TX 78042

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43611 - MAIN - MAIN	214124		USD	NET30	08/31/2025

Date Description	Units	Rate	Extended Price
Contract No.: Laredo, TX, City of			
Tyler Output Processor Server v9	1	2,977.85	2,977.85
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
Collection Agency Export Interface Subscription Fees	1	1,700.06	1,700.06
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
Data Dictionary Subscription Fees	1	6,334.97	6,334.97
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
General Ledger Interface non Tyler	1	4,413.31	4,413.31
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
Centralized Cash Collections Subscription Fees	1	8,026.20	8,026.20
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
Criminal Court Case Mgt	1	80,258.69	80,258.69
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
System Software Non SQL - Maintenance	1	973.51	973.51
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
Court Police non Incode Interface Import or Export of Citations Warrants Dispositions	1	6,960.08	6,960.08
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
Content Manager Core - Subscription	1	7,513.54	7,513.54
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			
Court Case Resolution Bundle	1	0.00	0.00
Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			

ATTENTION
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	119,158.21
Sales Tax	$0.00
Invoice Total	119,158.21

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-502803	03/25/2025	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF LAREDO
ATTN: EDDIE BERMUDEZ
P.O. BOX 579
LAREDO, TX 78042

Ship To: CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE DIVISION
P.O. BOX 210
LAREDO, TX 78042

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43611 - 14328 - MAIN	125298	2019-96223	USD	NET45	05/09/2025

Date	Description	Units	Rate	Extended Price
	Online Record Search - Annual Fee	2	5,000.00	0.00
Contract No.: Laredo, TX, City of				
	Online Record Search - Annual Fee	1	5,000.00	5,000.00
	Maintenance: Start: 01/Jan/2050, End: 31/Dec/2050			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	5,000.00
Sales Tax	$0.00
Invoice Total	5,000.00

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-520041a	08/01/2025	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE DIVISION
P.O. BOX 210
LAREDO, TX 78042

Ship To: CITY OF LAREDO
ATTN: ACCOUNTS PAYABLE DIVISION
P.O. BOX 210
LAREDO, TX 78042

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43611 - MAIN - MAIN	214124	060624-TTI.	USD	NET30	08/31/2025

Date	Description	Units	Rate	Extended Price
Contract No.: Laredo, TX, City of				
	Defense Attorney Access	1	5,250.00	5,250.00
	Maintenance: Start: 01/Sep/2025, End: 31/Aug/2026			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	5,250.00
Sales Tax	$0.00
Invoice Total	5,250.00

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00303910	08/01/26	1 of 2

Bill To: CITY OF LAREDO
ACCOUNTS PAYABLE DIVISION
PO BOX 210
LAREDO, TX 78042-0210

Delivery To: CITY OF LAREDO
ACCOUNTS PAYABLE DIVISION
PO BOX 210
LAREDO, TX 78042-0210

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
43611	LOC000021714	LOC000021714	USD	Net30	8/31/2026

Cust PO#	Sales Order	Billing Schedule
	SBI1000-000018373	211-2020996223

Contract Date	Description	Quantity	Unit Price	Extended Price
	Municipal Justice Annual Fees		**$114,552.99**	**$114,552.99**
04/03/20	Court Public Access 09/01/2026 - 08/31/2027			
08/09/21	Output Processor Server - Subscription 09/01/2026 - 08/31/2027			
08/09/21	Collection Agency Export Interface - Subscription 09/01/2026 - 08/31/2027			
08/09/21	General Ledger Third-Party Interface - Subscription 09/01/2026 - 08/31/2027			
08/09/21	Centralized Cash Collections - Subscription 09/01/2026 - 08/31/2027			
08/09/21	Criminal Case Manager - Subscription 09/01/2026 - 08/31/2027			
08/09/21	Court to Police Third-Party Interface - Subscription 09/01/2026 - 08/31/2027			
07/09/21	Court Case Resolution Bundle 09/01/2026 - 08/31/2027	1	$0.00	$0.00
	ERP Pro Financials Annual Fees		**$6,715.07**	**$6,715.07**
08/09/21	Data Dictionary - Subscription 09/01/2026 - 08/31/2027			
	Third Party Annual Fees		**$1,031.92**	**$1,031.92**
08/09/21	System Software Non SQL 09/01/2026 - 08/31/2027			
	Content Manager Annual Fees		**$7,889.22**	**$7,889.22**
08/09/21	Content Manager Core - Subscription 09/01/2026 - 08/31/2027			

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00303910	08/01/26	2 of 2

****ATTENTION**** **Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.**	**Subtotal**	$ 130,189.20
	Sales Tax	$0.00
	Total	$ 130,189.20

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00303949	08/01/26	1 of 1

Bill To: CITY OF LAREDO
ACCOUNTS PAYABLE DIVISION
PO BOX 210
LAREDO, TX 78042-0210

Delivery To: CITY OF LAREDO
ACCOUNTS PAYABLE DIVISION
PO BOX 210
LAREDO, TX 78042-0210

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
43611	LOC000021714	LOC000021714	USD	Net30	8/31/2026

Cust PO#	Sales Order	Billing Schedule
2024-501461-L5L3H4	SBI1000-000018390	211-2024L5L3H4

Contract Date	Description	Quantity	Unit Price	Extended Price
	Municipal Justice Annual Fees		**$5,512.50**	**$5,512.50**
01/06/25	Defense Attorney Access 09/01/2026 - 08/31/2027			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 5,512.50
Sales Tax	$0.00
Total	$ 5,512.50

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 33.**

SUBJECT
Consideration to approve a contract with Kraftsman Spring, TX in the total amount of $122,902.97 for the purchase and installation of fitness equipment amenities for the Parks & Recreation Department, utilizing the BuyBoard Cooperative Purchasing Program, BuyBoard Contract #781-25. All labor, materials, equipment, insurance, and bonds included in the total price. This project will be located along the E. Lyon St and Meadow Ave and named the Lupita Cortez Memorial Community Wellness Recreation Complex. Funding for this project is available in the 2022 Certificate of Obligation Bond using the District Priority Funds from Councilmember Ricardo “Rick” Garza.

PREVIOUS COUNCIL ACTION
None

BACKGROUND

The allocation of $150,000 from District Priority Funds to the Lupita Cortez Memorial Community Wellness and Recreation Complex at the Lyon Water Tanks was approved in the June 26 Special City Council Meeting. The following selected fitness stations will be installed in the park and the estimated completion time upon receipt of order is ninety to one hundred twenty working days.

Description	QTY	Unit Price	Ext. Price
Fitness Equipment			
Accessible Vertical Press, surface mount	1	$6,918.00	$6,918.00
Single Cross-Country Ski, surface mount	1	$3,340.00	$3,340.00
2-Person Sit Up Bench, surface mount	1	$4,033.00	$4,033.00
Accessible 2-Person Lat Pull Down, surface mount	1	$6,917.00	$6,917.00
2-Person Chest Press, surface mount	1	$6,918.00	$6,918.00
Seated Leg Extension, surface mount	1	$4,148.00	$4,148.00
Concrete Pad			

6” Concrete Pad with Rebar, broom finish	1470	$19.04	$27,988.80
Shade, Piers and Engineered Seals			
Custom Square Hip Shade Canopy, 35’x35’x8.5’	1	$17,981.00	$17,981.00
Concrete Piers Pavilion & Canopy Columns, anchors	4	$3,511.00	$14,044.00
Engineered Sealed Drawings for Shade and Foundation	1	$1,200.00	$1,200.00
Obtain Necessary Permits (if needed)	1	$1.00	$1.00
Item Subtotal			$93,488.80
Shipping and Handling			$7,802.86
Discount			-$6,518.54
Equipment Subtotal			$94,773.12
Installation			$28,129.85
Total			$122,902.97

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION
Staff Recommends approval of this item.

Fiscal Impact

Fiscal Year:	2025/2026
Budgeted Y/N?:	Yes
Source of Funds:	District Priority Funds - District 4
Account #:	477-3118-535-9301
Change Order: Exceeds 25% Y/N:	Yes

FINANCIAL IMPACT:
Funding is available in account 477-3118-535-9301 / D42603.

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599
zachk@kraftsmanplay.com

QUOTE #Q88877
Date: 06/02/2026
Project: 35569
Created By: Zach Keller
Quote Name: Option 1

BILL TO

Lupita Cortez Fitness
,

SHIP TO

Lupita Cortez Fitness
,

Terms:
Net 30 days

QTY	Code	Description	Size	Color	Unit Price	Ext. Price
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-25				
		Fitness Equipment				
1	GR2005-1-47-W-SM	Accesible Vertical Press, surface mount by Greenfield Outdoor Fitness			$6,918.00	$6,918.00
1	GR2005-1-09-SM	Single Cross-Country Ski, surface mount by Greenfield Outdoor Fitness			$3,340.00	$3,340.00
1	GR2005-1-19-SM	2-Person Sit Up Bench, surface mount by Greenfield Outdoor Fitness			$4,033.00	$4,033.00
1	GR2005-1-48-W-SM	Wheelchair Accessible 2-Person Lat Pull Down, surface mount by Greenfield Outdoor Fitness			$6,917.00	$6,917.00
1	GR2005-1-48A-SM	2-Person Chest Press, surface mount, by Greenfield Outdoor Fitness			$6,918.00	$6,918.00
1	GR2005-1-98-SM	Seated Leg Extension, surface mount by Greenfield Outdoor Fitness			$4,148.00	$4,148.00
		Concrete Pad				
1470	CONC6RB	Concrete Pad, 6” thick concrete pad with, rebar reinforced, broom finish			$19.04	$27,988.80
		Shade, Piers and Engineer Seals				
1	KSHADEHIP	Custom Square Hip Shade Canopy, 35’ x 35’ x 8’ eave height, 4 columns on base plates mounted below surface, by Superior Shade	35x35x8.5		$17,981.00	$17,981.00
4	PIERS36X084	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36”x84”		$3,511.00	$14,044.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			$1,200.00	$1,200.00
1	PERMIT 1	Obtain Necessary Building Permit for Playground and or Canopy installation. BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO KRAFTSMAN.			$1.00	$1.00

Initials _____

Kraftsman

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19535 Haude Road
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Phone: (281) 353-9599
zachk@kraftsmanplay.com

QUOTE #Q88877
Date: 06/02/2026
Project: 35569
Created By: Zach Keller
Quote Name: Option 1

Item Subtotal:	$93,488.80
Shipping & Handling:	$7,802.86
Discount:	-$6,518.54
Equipment Subtotal:	$94,773.12
Tax:	$0.00
Install:	$28,129.85
Total:	**$122,902.97**

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599
zachk@kraftsmanplay.com

QUOTE #Q88877
Date: 06/02/2026
Project: 35569
Created By: Zach Keller
Quote Name: Option 1

Special Terms and Conditions

Items not included:

These items are not included:

· Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
· Concrete lead walks or adjoining observation concrete deck areas.
· Excavation and Drainage of area for fall surfacing.
· Removal of existing fall surface materials.
· Removal of existing equipment.
· Storm Water Pollution Controls for project site.
· Temporary security fence during construction.
· Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Locating for Underground Utilities:

· Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
· Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
· Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:
· Project product submittals reviewed, approved and returned.
· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract
Allow adequate time for processing and procuring construction permits if required.
Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Greenfields Outdoor Fitness - lead time for items to ship is 6 to 8 weeks from when the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship is 16-18 weeks for Ultra Leisure items and standard items, from the time order is placed with the manufacturer.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Installation:

Installation quoted includes: Haul off of soil and concrete spoils from project site; or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility. Assembly of all frame work, installation of fabric and cable system, and all equipment necessary for installation.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Building Permits:

· Building permits are not included or provided.
· Engineer stamped plans are included.

Canopy Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer. Shade Canopies - lead time for the shade canopy to ship is 10-12 weeks once all drawings are approved.

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599
zachk@kraftsmanplay.com

QUOTE #Q88877
Date: 06/02/2026
Project: 35569
Created By: Zach Keller
Quote Name: Option 1

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599
zachk@kraftsmanplay.com

QUOTE #Q88877
Date: 06/02/2026
Project: 35569
Created By: Zach Keller
Quote Name: Option 1

General Terms and Conditions

1. Scope of Work and Changes

A. Scope of Work: Kraftsman's obligations are limited to the products, equipment, and services expressly described in the accompanying proposal or quote. Items not specifically identified are excluded from the scope and remain the responsibility of the Customer unless added by written change order. If set forth and applicable, the proposal and quote contain all established BuyBoard program discounts per the BuyBoard contract noted in the quote/proposal.

B. Exclusions: Unless expressly listed as line items in the proposal, Kraftsman is not responsible for obtaining building permits, securing engineer-stamped plans, preparing or submitting materials for ADA compliance reviews or inspections, making modifications to existing equipment or structures beyond the defined scope of work, or relocating utilities. These items remain the responsibility of the Customer.

C. Alterations and Extra Work: Any alteration, deviation, or additional work outside the stated scope, that is requested or required, must be authorized in a written change order signed by both Customer and Kraftsman. No such work will be performed until the parties agree in writing to the associated adjustments in contract price, schedule, and, if applicable, other contract terms.

D. Concealed Conditions: If Kraftsman encounters concealed, unforeseen, or differing site conditions that materially affect cost, time, or means of performance, Kraftsman shall promptly notify Customer. Work affected by such conditions will be suspended until the parties execute a written change order providing for an equitable adjustment to the contract price, schedule, and, if necessary, other contract terms. Customer shall cooperate in good faith to approve such adjustments.

2. Payment Terms

A. Price and Payment Schedule: Payment shall be made in accordance with the schedule stated in the quote or proposal. Any scope of work that includes installation shall provide for monthly progress billing. All work completed and materials delivered or completed will be billed in the month completed. Unless otherwise agreed in writing, all invoices are due and payable within thirty (30) days of issuance. Kraftsman may suspend work or withhold further deliveries if payment is not received when due. Final payment shall be due upon substantial completion of the work and delivery of equipment, regardless of minor punch-list items.

B. Taxes and Exempt Sales: All prices quoted or invoiced are exclusive of sales, use, excise, or similar taxes. The Customer is responsible for paying any taxes that apply to the sale, purchase, or use of the products or services. If Kraftsman is required to collect and remit such taxes, the amount will be added to the invoice and must be paid by the Customer. If the Customer claims an exemption from sales tax, the Customer must provide Kraftsman with a valid and properly completed resale or exemption certificate before the sale. If the Customer fails to provide the required documentation, Kraftsman will charge and collect the applicable taxes. The Customer agrees to reimburse and hold Kraftsman harmless for any taxes, penalties, or interest assessed due to the Customer's failure to provide accurate exemption documentation or to comply with applicable tax laws.

C. Late Payment: Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. In addition, Kraftsman may suspend performance or withhold further deliveries until all past-due amounts, including accrued interest, are paid.

D. Credit Card Payments: Payments made by credit card are subject to a processing fee equal to the rate charged to Kraftsman by its merchant processor at the time of payment. Current rates are approximately 4% for Visa/MasterCard and 6% for American Express. Customers are encouraged to use ACH or check payments to avoid these fees.

E. Retention of Title: Title to all equipment shall remain with Kraftsman until payment in full has been received. If Customer fails to make payment when due, Kraftsman may, in addition to other remedies available at law or in equity, repossess the equipment and apply any payments received against costs, expenses, and losses incurred. Customer shall provide Kraftsman with reasonable access to recover such equipment. Nothing herein shall limit Kraftsman's right to pursue full recovery of the contract balance and associated costs.

F. Attorney Fees: If Kraftsman is required to pursue collection of past-due amounts or enforce any payment obligations under this Agreement, Customer shall be liable for all reasonable attorney fees, court costs, and collection expenses incurred by Kraftsman. These obligations are in addition to, and not in lieu of, interest or other remedies available under this Agreement or applicable law.

3. Delivery, Storage, and Installation

A. Shipping Terms: Unless otherwise stated in the proposal, all sales of products or equipment without installation are made **F.O.B. Kraftsman's shipping point**. Title and risk of loss pass to the Customer when the products are delivered to the carrier. Customer is responsible for freight, insurance during transit, and any unloading arrangements at the destination.

B. Delivery and Unloading (with Installation): If Kraftsman is responsible for installation, Kraftsman will perform unloading at the site and arrange any temporary storage required prior to installation. Unless otherwise agreed in writing, storage will occur at Kraftsman's facility until equipment is needed on site. Customer shall make the site available and suitable for unloading, staging, and installation in accordance with the project schedule, including adequate space, clear and safe access, ground conditions, and utilities. Customer's failure to provide a ready site is not a Kraftsman delay and entitles Kraftsman to an equitable adjustment in contract price and schedule, plus storage fees under the Storage Fees provision below. Risk of loss or damage to equipment passes to Customer upon substantial completion of installation, except that Customer bears risk of loss for (i) damage caused by Customer, its agents, or inadequate site conditions, (ii) equipment held in storage under the Storage Fees provision, and (iii) sales without installation, which are governed by the Shipping Terms above.

C. Inspection and Acceptance: Customer must inspect all deliveries promptly upon arrival. Any claim for shortages, defects, or damage must be reported to Kraftsman in writing within **five (5) business days** of delivery. Failure to provide timely notice constitutes acceptance of the products as delivered. Accepted products are not returnable except as provided under Kraftsman's return policy.

D. Storage Fees: If Customer's site is not available or suitable for installation within four (4) weeks after product arrival at Kraftsman's warehouse,

Kraftsman may, at its discretion, store the equipment and assess a storage fee equal to two percent (2%) of the product cost per month (or the actual cost of storage, whichever is greater) until installation. Risk of loss or damage to equipment during such storage shall be borne by Customer. Storage fees must be paid prior to installation.

E. **Underground Utilities:** If Kraftsman is providing installation services, Customer is solely responsible for locating, identifying, and clearly marking all underground utilities, irrigation systems, and other subsurface installations before work begins, including coordination with applicable utility locating services (such as 811). Kraftsman shall not be liable for damage to utilities or systems that are unmarked, inaccurately marked, or otherwise concealed. Any delay, repair, or additional work arising from such conditions shall be at Customer's expense and may require a change order adjusting the contract price and schedule.

F. **Installation Conditions:** Quoted pricing is based on standard soil and subsurface conditions suitable for construction with ordinary equipment and methods. If rock, landfill, groundwater, debris, hazardous materials, or other unforeseen or abnormal conditions are encountered, Kraftsman shall promptly notify Customer. All costs, delays, or modifications required as a result of such conditions shall be addressed through a written change order providing for equitable adjustment to the contract price, schedule, and, if necessary, other terms.

4. Compliance and Permits

A. **Code Compliance:** For proposals requiring installation by Kraftsman, Kraftsman will construct and install the equipment in substantial accordance with those Texas codes directly applicable to the scope of work, the 2021 International Swimming Pool and Spa Code (ISPSC) as adopted by the applicable jurisdiction, and generally accepted industry standards. The parties acknowledge that unforeseen site conditions or differing code interpretations may require reasonable adjustments, with equitable modifications to schedule and contract price. Kraftsman will exercise commercially reasonable efforts to meet applicable regulatory requirements and follow generally accepted industry practices.

B. **Permits and Approvals:** Unless expressly included as a quoted line item, Customer is solely responsible for obtaining and paying for all permits, licenses, inspections, engineered stamp drawings, ADA compliance and inspection and governmental approvals necessary for the project. Kraftsman's quoted pricing excludes such items. Delays or costs arising from Customer's failure to obtain required permits or approvals shall entitle Kraftsman to an equitable adjustment in contract price and schedule. Kraftsman shall not be liable for penalties, fines, or enforcement actions resulting from Customer's failure to secure required permits.

5. Insurance and Bonding

A. **Standard Insurance:** Kraftsman carries insurance with the following minimum limits: (i) $1,000,000 per occurrence for General Liability, including Completed Operations; (ii) $1,000,000 per occurrence for Automobile Liability; and (iii) statutory limits for Workers' Compensation. Upon request, Kraftsman will provide a certificate of insurance as evidence of such coverage.

B. **Additional Insurance:** Kraftsman maintains standard insurance coverage as described in these terms. If Customer requires modifications to such coverage—including but not limited to being added as an additional insured, waivers of subrogation, increased coverage limits, or other endorsements—any additional premiums, administrative fees, broker charges, or related costs shall be the sole responsibility of Customer. Kraftsman shall have no obligation to obtain or provide such modifications unless and until Customer agrees in writing to the associated costs and any reasonable schedule adjustments needed to secure the requested coverage.

C. **Bonding:** Performance, payment, and maintenance bonds are not included in the contract price unless expressly listed in the proposal. If Customer requires such bonds, Kraftsman will provide them only upon (i) written agreement, (ii) advance payment by Customer of all related premiums, administrative fees, broker charges, and other costs, and (iii) approval by Kraftsman's surety. Kraftsman shall not be required to commence or continue work until such conditions are met. Kraftsman will also be entitled to an equitable extension of time to obtain the bonds and adjust its schedule accordingly.

6. Warranties and Limitations

A. **Customer Duty for Proper Use:** If Kraftsman does not provide installation, the Customer is responsible for making sure the products or equipment purchased are right for their intended use. The Customer is also responsible for making sure the products meet all laws, rules, and building or safety codes that apply to the project. Kraftsman does not guarantee that the products will work for a specific purpose or meet local code requirements when Kraftsman is not handling installation. The Customer is fully responsible for choosing, installing, and using the products in their project.

B. **Limited Warranty:** Kraftsman warrants that its merchandise and workmanship will conform in all material respects to the applicable manufacturer's published specifications for a period of one (1) year from the date of substantial completion or delivery, whichever occurs first. This warranty is conditioned upon full and timely payment by Customer. Kraftsman's obligation, and Customer's exclusive remedy, is limited to repair or replacement of nonconforming items, at Kraftsman's option.

C. **Exclusions:** This warranty does not cover: (i) normal wear and tear; (ii) misuse, abuse, neglect, or improper maintenance; (iii) unauthorized repairs or modifications; (iv) damage caused by accident, weather, fire, flood, earth movement or other acts of God; (v) use of chemicals, water quality issues, or environmental conditions beyond Kraftsman's control; or (vi) equipment or components manufactured by third parties, which are subject only to the applicable manufacturer's warranty. **EXCEPT AS EXPRESSLY PROVIDED ABOVE, KRAFTSMAN DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

D. **Limitation of Liability:** To the fullest extent permitted by law, Kraftsman's total liability arising out of or relating to this Agreement shall not exceed the contract price actually paid for the specific equipment or services giving rise to the claim. In no event shall Kraftsman be liable for consequential, incidental, special, punitive, or indirect damages, including lost profits, loss of use, or business interruption, even if advised of the possibility of such damages. Nothing in this section limits Kraftsman's liability for gross negligence, willful misconduct, or personal injury where such limitations are prohibited by law.

7. Risk Allocation and Force Majeure

A. Force Majeure: Neither party shall be liable for delay or failure to perform, except for payment obligations, to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, pandemic, epidemic, war, terrorism, labor disputes, government orders, transportation or supply chain disruptions, or shortages of materials or equipment. Deadlines for performance shall be extended for the period of delay caused by the force majeure event. The affected party shall provide notice to the other party within a reasonable time after becoming aware of the event. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected portion of the contract upon written notice, with Kraftsman entitled to payment for all work performed and costs incurred to the date of termination.

B. Loss or Damage Prior to Installation: Risk of loss or damage to equipment is allocated as provided in the Delivery, Storage, and Installation section above. While equipment is in Kraftsman's possession at its warehouse prior to delivery, Kraftsman remains responsible for loss or damage, and its obligation in the event of such loss or damage is limited to repair or replacement.

8. Returns and Cancellations

A. Returns: No returns will be accepted without Kraftsman's prior written authorization. Only standard, non-custom products are eligible for return. Authorized returns are subject to a restocking fee of twenty-five percent (25%) of the product price plus all related freight, handling, and administrative charges. Returned items must be unused, in original condition, and shipped prepaid by Customer.

B. Proposal Validity: Quotes and proposals are valid for thirty (30) days from the date issued unless extended in writing by Kraftsman. After expiration, Kraftsman reserves the right to adjust pricing, terms, or availability.

C. Cancellation by Customer: If Customer cancels an order or contract after acceptance, Customer shall pay Kraftsman for all costs, expenses, and commitments incurred to date, plus a reasonable allowance for overhead and anticipated profit. Orders for custom, special-order, or fabricated items are non-cancellable once accepted. Payment for cancellation charges shall be due immediately upon invoicing.

9. Governing Law and Disputes

A. Governing Law: This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

B. Venue: Except as provided below, the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the jurisdiction of such courts. If a dispute directly involves rights or interests in real property located outside of Harris County, Texas, then venue for that dispute shall lie in the county where the real property is located.

10. Miscellaneous

A. Clerical Errors: Kraftsman reserves the right to correct clerical, typographical, or arithmetic errors in the proposal or contract, provided that such corrections do not materially alter the scope of work or contract price without Customer's written consent.

B. Entire Agreement: This Agreement, together with the accompanying proposal or quote, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, or understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in a written document signed by both parties. No waiver of any provision shall be effective unless in writing and signed by the party granting the waiver.

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599
zachk@kraftsmanplay.com

QUOTE #Q88877
Date: 06/02/2026
Project: 35569
Created By: Zach Keller
Quote Name: Option 1

Respectfully Submitted

Zach Keller

Bill To:
Ship To:
Terms: Net 30 days

Acceptance of Proposal

The Customer accepts the pricing, specifications, and the attached Terms and Conditions. The Customer authorizes Kraftsman to proceed with the work, provide the products, and perform the services described in the proposal. The undersigned confirms they are authorized to approve this order on behalf of the Customer and that payment will be made in accordance with the proposal.

Authorized Signature _____ *PO#* _____

Printed Name & Title _____ *Acceptance Date* _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 34.**

SUBJECT
Consideration to authorize the City Manager to renew the Professional Service Contract with Gabriel E. Martinez, Jr., DBA Gold Shield Consulting, LLC for the purpose of providing professional services as the Program Administrator for the Texas Anti-Gang (TAG) Center. The award of this contract is contingent on grant funding. The term of this agreement shall be for a period of two (2) years beginning September 1, 2026, and continuing until August 31, 2028, in the amount of $287,731.99 and with each year of the agreement constituting a Fiscal Year. The first year of the agreement will run from September 1, 2026, through August 31, 2027, in the amount of $140,357.07 contingent on grant award for Fiscal Year 2027. The second year will run from September 1, 2027, through August 31, 2028, in the amount of $147,374.92 contingent on grant award for Fiscal Year 2028. Thereafter, this contract may be renewed, contingent on funding availability and both parties agreeing to enter into a new contract.
Funding is available in the Special Police Fund - Texas Anti-Gang Center.

PREVIOUS COUNCIL ACTION
On 1/18/2022 city council approved authorizing City Manager to enter into a professional service contract with Gabriel E. Martinez, Jr., DBA Gold Shield Consulting, LLC from February 1, 2022, through August 31, 2023, for the purpose of providing professional services as the Program Administrator for the Texas Anti-Gang (TAG) Center.
On 8/7/2023, City Council approved authorizing City Manager to enter into a professional service contract with Gabriel E. Martinez, Jr., DBA Gold Shield Consulting, LLC from September 1, 2023 through August 31, 2026, for the purpose of providing professional services as the Program Administrator for the Texas Anti-Gang (TAG) Center.

BACKGROUND
Gabriel E. Martinez Jr. was selected as program administrator for the Texas Anti-Gang Program to further authorize negotiations as a professional service contract. This was approved by city council in November 2021 after negotiations took place and salary was agreed by both parties. Salary was derived by comparing the salary of current TAG Administrators on the 8 already established Texas Anti-Gang Centers. A professional service contract was drafted and agreed to by the City of Laredo Police Department and Gabriel E. Martinez Jr., DBA Gold Shield Consulting, LLC.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that the renewal of this professional service contract be approved.

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2331-523-5526
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Annual contract amount for the performance period of September 1, 2026, through August 1, 2027, has been budgeted under the Special Police Fund: Texas Anti-Gang reserve account, contingent on FY2027 grant award. Second year is contingent on grant funding.

PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into by and between the CITY OF LAREDO, TEXAS, a municipal Professional, acting by and through its City Manager (hereinafter referred to as "City"), and Gold Shield Consulting, LLC (hereinafter referred to as "the Professional") for the purpose of providing professional services as the Program Administrator for the Laredo Police Department Texas Anti-Gang Center (TAG) Program and Grant.

1. PURPOSE

1.1. The purpose of this Agreement is to state the terms and conditions under which the Professional shall provide the Laredo Police Department assistance with administration of its Texas Anti-Gang (TAG) program and grant.

2. SCOPE OF SERVICES

2.1. The Professional shall work with the City of Laredo Police Department (LPD) and with appropriate City officials to perform any and all related tasks required by the City in order to fulfill the purpose of this Agreement.

Professional will perform all work required under this Agreement to the satisfaction of the City of Laredo Police Department and the TAG Center Executive Committee (CEC) The determination made by LPD shall be final, binding, and conclusive on all Parties hereto.

Professional shall provide those services described and set out in the Proposal to FY21-084 RFQ Addendum 2 attached hereto as ***Exhibit 1*** and made a part of this Agreement as if incorporated herein.

2.2. Professional shall provide the following services:

2.2.1. Ensure the proper daily functioning of any common physical environment shared by the law enforcement agencies contributing to the project, including overseeing any common facilities, equipment and security measures;

2.2.2. Assist the law enforcement agencies contributing to the project developing, implementing and reviewing standard policies and procedures applicable to common physical environments;

2.2.3. Observe the interaction of the law enforcement agencies sharing any common physical environment, and provide recommendations to supervisory personnel as needed to address conflict or concerns;

2.2.4. Monitor the needs of the law enforcement agencies participating in the project in performing their law enforcement activities and provide appropriate recommendations as needed to address deficiencies and areas for improvement;

2.2.5. Obtain, synthesize, assemble and report statistics and other data from the law enforcement agencies participating in the project as needed to ensure compliance with grant conditions;

2.2.6. Maintain full-time work schedule of 40 hours a week. City Holidays may be observed and grant position will be given 132 hours of leave per year Annual Leave (vacation or illness) with no accruals, and two (2) Personal Holidays (personal leave of 16 hours) will be given. It is understood that any unused leave (Annual Leave and Personal Holidays) is forfeited at the end of the contract year;

2.2.7. On call 24/7 availability;

2.2.8. Act with consent of the Laredo Police Department and TAG Center Executive Committee;

2.2.9. Advise the Laredo Police Department and TAG Center Executive Committee in matters relating to strategic planning, policy, and performance indicators relating to the TAG grant;

2.2.10. Facilitate and promote interagency communication among partners and stakeholders;

2.2.11. Collaborate interagency projects;

2.2.12. Identify future funding sources to support the TAG facility operational costs;

2.2.13. Ensure compliance with grant mandates and policies;

2.2.14. Work in conjunction with partner, and stakeholders regarding the sharing of intelligence, trends, and threats;

2.2.15. Facilitate regular meetings at the TAG facility to include, but not limited to, TAG Center Executive Committee, working group meetings, supervisor's meetings and intelligence meetings;

2.2.16. Coordinate the collection of monthly enforcement statistics, the preparation of quarterly enforcement reports, and other reports as necessary to provide grantors with required date for evaluation of current and future grants of funding assistance;

2.2.17. Ensure procurement of equipment, supplies, and services is in compliance with City of Laredo procurement rules and applicable grant rules;

2.2.18. Account for equipment and supplies purchased with grant funds;

2.2.19. Assist in budgeting for grant;

2.2.20. Responsible to conduct or contract network patch connections needed to facilitate data and phone connectivity at the TAG facility in the IT room;

2.2.21. Ensure staff has data and telephone connectivity at all times;

2.2.22. Represent the TAG facility in local, regional, and national forums as directed by the Laredo Police Department/TAG Center Executive Committee;

2.2.23. Oversee the TAG facility and is the primary contact with building management/landlord and contractors to ensure an efficient, safe, and healthy office environment;

2.2.24. Act as TAG facilities superintendent and address and correct facilities issues as they arise;

2.2.25. Responsible for pick up and/or coordination of transport to the TAG Center equipment and supplies, as necessary; and

2.2.26. Perform other duties assigned by the Laredo Police Department and the TAG Center Executive Committee, or their designees, and fulfill responsibilities as required.

3. **TERM OF AGREEMENT**

3.1 The term of this agreement shall be for a period of two (2) years beginning September 1, 2026 and continuing until August 31, 2028 with each year of the Agreement constituting a Fiscal Year. Fiscal Year 2027 shall begin on September 1, 2026 and shall end on August 31, 2027. Fiscal Year 2028 shall begin on September 1, 2027 and shall end on August 31, 2028.

3.2 Continuation of this Agreement from Fiscal Year to Fiscal Year shall be contingent upon respective annual grant funding from the State of Texas, i.e. the period from September 1, 2026 until August 31, 2027 shall be contingent upon grant funding for Fiscal Year 2027; the period from September 1, 2027 until August 31, 2028 shall be contingent upon grant funding for Fiscal Year 2028. In the event grant funding is terminated for any given Fiscal Year this position will be eliminated for that Fiscal Year.

3.3 Continuation of the services to be performed by the Professional beyond the two-year term of this Agreement shall be contingent upon grant funding from the State of Texas for future years, as well as approval from the Laredo Police Department and the Laredo City Council. Thereafter, this Agreement may be renewed for any period agreed upon between the parties to the Agreement contingent on funding availability.

4. **PAYMENT**

4.1. Subject to the provisions of this Agreement, the City agrees to pay two hundred eighty-seven thousand seven hundred thirty-one and 99/100 dollars ($287,731.99) for services provided by the Professional for the two-year term of this Agreement. Payment to the Professional for Fiscal Year 2027 shall be one hundred forty thousand three hundred fifty-seven and 07/100 dollars ($140,357.07) followed by an annual increase of five (5) percent for Fiscal Year 2028.

4.2. The City shall provide the Professional with a cellular phone necessary to carry out the duties of the TAG Administrator position and shall pay for the cellular service fees. The Professional shall abide with the City of Laredo "Mobile Access Policy" and the Laredo Police Department "Policy 701 – Personal Communication Devices" for use of the cellular phone provided.

4.3. City shall be under no obligation to pay for any work performed by the Professional which is not satisfactory to LPD or TAG CEC. City shall have the right to terminate this contract in accordance with Section 11 Right of Termination, in whole or in part, should Professional's work not be satisfactory to LPD or TAG Center Executive Committee; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. Professional will be provided the opportunity to correct any unsatisfactory work prior to final determination of non-payment. The City is an Equal Opportunity Employer and does not discriminate. City shall conduct all activities in accordance with this and all other applicable federal, state, and local requirements.

4.4. The City shall pay the Professional for the services provided based on a written request for payment which shall include an invoice with a description of all services provided and incurred fees.

5. INDEMNIFICATION

5.1 THE CITY SHALL NOT BE HELD LIABLE FOR CLAIMS OR DEMANDS OF ANY NATURE OR FOR DAMAGES, WHETHER MONETARY OR OTHERWISE, THAT MAY GROW OUT OF OR ARISE FROM THE PROFESSIONAL'S ACTIVITIES IN CONDUCTING AND CARRYING OUT ITS WORK WHETHER UNDER THIS CONTRACT OR GENERALLY. THE PROFESSIONAL AGREES TO, AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, COSTS, EXPENSES OR LIABILITY OF ANY KIND WHATSOEVER OCCASIONED BY ANY ACT, ERROR OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, MEMBERS, AGENTS, REPRESENTATIVES AND EMPLOYEES IN THE CONDUCT AND OPERATION OF THE PROFESSIONAL'S BUSINESS, SERVICES AND ACTIVITIES, WHETHER UNDER THIS CONTRACT OR GENERALLY, AND THIS INDEMNITY SHALL NOT BE LIMITED, IN ANY RESPECT, BY REASON OF THE PAYMENT OF ANY INSURANCE COVERAGE HEREIN AFTER REQUIRED TO BE MAINTAINED BY THE PROFESSIONAL.

6. INSURANCE

6.1 The Professional shall maintain insurance during the term of this contract and in accordance with the provisions shown in Exhibit 2. Upon request, the Professional shall furnish the City with certified copies of all insurance policies.

7. ASSIGNMENT

7.1 Neither party shall assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the other party.

8. RELATIONSHIP OF THE PARTIES

8.1 The TAG Center Program Administrator will be housed at the designated office/building dedicated to the TAG Center. In the performance of work or services hereunder, Professional is deemed an independent contractor and shall not be deemed an employee, agent, or servant of the City. Professional covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of the City; that

Professional 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 its officers, agents, and employees; that the doctrine of respondent superior shall not apply as between City and Professional, its officers, agents, and employees, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Professional. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Professional under this agreement and that Professional has no authority to bind the City.

9. CONFIDENTIAL WORK

9.1 No reports, information, project evaluation, project designs, data, or any other documentation developed by, given to, prepared by, or assembled by Professional under this contract shall be disclosed or made available to any individual or organization by Professional without the express prior written approval of City, unless required by law or court order.

9.2 Professional may, as part of the operation of the Laredo TAG Center, share information between other state TAG offices and partner law enforcement agencies.

9.3 Professional shall establish a method to secure the confidentiality of records and information that Professional may have access to, in accordance with any applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the City's right of access to records or other information under this Professional.

9.4 If Professional receives inquiries regarding documents within its possession pursuant to this contract, Professional shall immediately forward such request to City for disposition.

10. OWNERSHIP OF DOCUMENTS

10.1 All reports, information, and other data given to, prepared by, or assembled by Professional pursuant to this contract and any other related documents or items shall become the sole property of City. Such reports, information, and other data shall be delivered at no cost to City upon request or upon termination of this contract without restriction on future use. Professional, with approval by the Laredo Police Department, may make copies of any and all documents for its files, at its sole cost and expense.

Professional shall retain all records owned by City or to which City has access to for the retention periods specified by local, state or federal law.

11. TERMINATION

11.1 For purposes of this agreement, "termination" of this agreement shall mean termination by expiration of the agreement term or earlier termination pursuant to any of the provisions thereof.

11.2 Termination by Notice: The agreement may be cancelled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than sixty (60) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be sixty (60) calendar days after the receipt of the notice by the other party. All files are the property of the City and, at the City's request, will be delivered at no cost to the City or its designated recipient at the effective date of termination. Any City funds held in any account(s) shall be returned to the City within thirty (30) calendar days after the effective termination.

11.3 Termination for Cause: Should either party default in the performance of any of the terms or conditions of this agreement, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default.

11.4 Termination by Law: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this agreement shall automatically terminate on the effective date of such prohibition.

11.5 Effect of Termination: The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from the Professional to the City or to any person or entity that the City may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the Professional's sole cost and expense.

11.6 Within thirty (30) calendar days of the effective date of termination (unless such an extension is authorized in writing by the City) the Professional shall submit to the City its claim, in detail, for the monies owed by the City for services performed under this agreement through the effective date of termination.

11.7 Upon termination or cancellation of this agreement, the City may immediately commence an audit of the Professional's books, accounts, and records. Within thirty (30) calendar days after being notified by the City of the results of said audit, the Professional shall pay the City any amount shown by said audit to be owed to the City or its employees. No waiver of existing default shall be deemed to waive any subsequent default.

12. **NON-WAIVER**

12.1 Unless otherwise specifically provided for in this contract, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

13. **NOTICES**

13.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, addressed as follows:

TO THE CITY:	*TO THE PROFESSIONAL:*
City Manager Joseph W. Neeb City of Laredo 1110 Houston Laredo, Texas 78040	Gold Shield Consulting, LLC P.O. Box 451721 Laredo, Texas 78045

14. **VENUE AND GOVERNING LAW**

14.1 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

14.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this agreement shall be heard and determined in the City of Laredo, Webb County, Texas.

15. SEVERABILITY

15.1 If any one or more provisions of this contract are deemed inoperative, invalid, illegal, or unenforceable, the operation, validity and enforceability of the remaining provisions shall not be affected or impaired and this contract shall be considered as if the entirety of such inoperative, invalid, illegal, or unenforceable provision had never been contained in this contract.

16. ENTIRE AGREEMENT

16.1 This agreement sets forth the entire agreement between the City and the Professional with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this contract. No modification or waiver of any right under this contract will be effective unless it is evidenced in a writing executed by both parties.

By the signatures affixed below, this contact goes into effect on the date of signing. This contract may be signed in counterparts, and each counterpart shall constitute an original.

SIGNED by the Parties, on the _____ day of _____, 2026:

CITY OF LAREDO

BY: _____
Joseph W. Neeb
City Manager

BY: _____
Chief of Police Miguel A. Rodriguez, Jr.
Laredo Police Department

THE PROFESSIONAL

BY: _____
Gabriel E. Martinez, Jr.,
Managing Member for
Gold Shield Consulting, LLC

ATTESTED

BY: _____
Mario I. Maldonado, Jr.
City Secretary, City of Laredo

APPROVED AS TO FORM

BY: _____
Doanh "Zone" T. Nguyen
City Attorney

EXHIBIT 1

FY21-084 RFQ TAG Administrator

EXHIBIT 2

CITY OF LAREDO
INSURANCE PROVISIONS

The following insurance provisions shall modify Section ____ of the contract, and the Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.

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

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

4. Errors & Omissions coverage. The following conditions will apply:

    a. Professional Liability with minimum limits of $1,000,000.

    b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Professional may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

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

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.

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

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

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

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' Compensation, and all liability policies.

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

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

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

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

8. Professional may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

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

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

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

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

3. Certificate Holder: City of Laredo, 1102 Bob Bullock Loop, Laredo, TX 78043.

Upon request, the Professional shall furnish the City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 35.**

SUBJECT
Consideration to renew contract FY24-075 to Anderson Columbia, Weslaco, Tx. for the supply of MC-30 Prime Oil Asphalt, for street paving projects for an annual amount of $225,000.00. For a total four-year contract value of $900,000.00. There was a price increase in this last extension period. The term of this contract shall be for a period of one year, this is the second of three, one-year extension periods. All materials will be purchased on an as needed basis. Funding is available in General Fund-Public Works Department and other construction project budgets.

PREVIOUS COUNCIL ACTION
Contract awarded by Council on 07/22/24, Extension 1 of 3 approved by Council on 08/04/25.

BACKGROUND
The City went out on formal bid solicitations for awarding a contract for the supply of MC-30 Prime Oil Asphalt. Staff recommended awarding sole bidder Anderson Columbia, Weslaco, Tx. The term of this contract shall be for a period of one year and may be extended for three, additional one-year periods, this is Extension 2 of 3.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this renewal be approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	YES
Source of Funds:	Street Construction Projects Budget
Account #:	101-2730-532-3014
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding is available in General Fund-Public Works Department and construction project budgets.

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 16, 2026

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

RE: Contract FY24-075 MC-30 Prime Oil Asphalt – Ext. II

Dear Mr. Bryan,

This letter is a formal request by the City of Laredo to extend contract FY24-075 for an additional one-year period. This is the second of three extension periods.

Price Summary:	Unit Price
MC-30 Prime Oil Asphalt, F.O.B Plant Site, Picked up by City Trucks.	~~$7.00 per gal.~~ $8.00 per gal

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

If there are any questions regarding this renewal extension, please feel free to call me at (956)794-1731.

Sincerely,

Jaime E. Zapata Morales
Purchasing Agent

Xc: Purchasing File

Anderson Columbia

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Tania Herrera

From: Joseph Galindo <Joseph.Galindo@andersoncolumbia.com>
Sent: Friday, July 24, 2026 10:49 AM
To: Tania Herrera
Subject: RE: FY24-075 MC-30 Prime Oil - Ext. II

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Tania,

We wish to renew contract. ACCI respectfully requests consideration to increase current contract rate from $7.00 / gal to $8.00 / gal due to an increase of cost of this material.

Let me know if our request is approved.

Thank you,

Joseph Galindo
Project Manager
Cell: (956)252-6386
Office: (956)726-9819

TEXAS
AC
DIVISION

From: Tania Herrera <therrera1@ci.laredo.tx.us>
Sent: Tuesday, July 21, 2026 10:04 AM
To: Joseph Galindo <Joseph.Galindo@andersoncolumbia.com>; Richard LeyendeckerSR <Richard.LeyendeckerSR@andersoncolumbia.com>; Mary Hernandez <Mary.Hernandez@andersoncolumbia.com>; Berry O'Bryan <Berry.Obryan@andersoncolumbia.com>
Subject: RE: FY24-075 MC-30 Prime Oil - Ext. II

External (therrera1@ci.laredo.tx.us)

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Good day this contract is up for renewals, attached is the Renewal Notice, this will be Ext. 2 of 3 , please sign and return if you wish to renew or not and advise if there will be any price change.

If you have any questions let me know.

regards

Tania Herrera
City of Laredo Purchasing Div.
5512 Thomas Ave.
Laredo, Tx. 78041
956 794 1734
therrera1@ci.laredo.tx.us

From: Tania Herrera
Sent: Tuesday, July 1, 2025 2:47 PM
To: Joseph Galindo <Joseph.Galindo@andersoncolumbia.com>; Richard LeyendeckerSR <Richard.LeyendeckerSR@andersoncolumbia.com>; Mary Hernandez <Mary.Hernandez@andersoncolumbia.com>; Berry O'Bryan <Berry.Obryan@andersoncolumbia.com>
Subject: RE: FY24-075 MC-30 Prime Oil - Ext. I

Good day this contract is up for renewals, attached is the Renewal Notice, this will be Ext. 1 of 3 , please sign and return if you wish to renew or not and advise if there will be any price change.

If you have any questions let me know.

regards

Tania Herrera
City of Laredo Purchasing Div.
5512 Thomas Ave.
Laredo, Tx. 78041
956 794 1734
therrera1@ci.laredo.tx.us

From: Tania Herrera
Sent: Monday, July 29, 2024 10:47 AM
To: 'Joseph Galindo' <Joseph.Galindo@andersoncolumbia.com>; 'Richard LeyendeckerSR' <Richard.LeyendeckerSR@andersoncolumbia.com>; 'Mary Hernandez' <Mary.Hernandez@andersoncolumbia.com>; 'Berry O'Bryan' <Berry.Obryan@andersoncolumbia.com>
Subject: FY24-075 MC-30 Prime Oil

This is to inform you that you were awarded contract FY24-075 for the supply of MC-30 Prime Oil Asphalt and was approved by City Council on July 22, 2024. The term of this contract shall be for a period of one year. This contract may be extended for three (3) additional one (1) year periods, upon mutual agreement of the parties. All commodities will be secured on an as needed basis.

Price Summary:	Unit Price
MC-30 Prime Oil Asphalt, F.O.B Plant Site, Picked up by City Trucks.	$7.00 per gal.

Please send the 1295 for our files

If you have any questions let me know

Regards

Tania Herrera
City of Laredo Purchasing Div.
5512 Thomas Ave.
Laredo, Tx. 78041
956 794 1734
therrera1@ci.laredo.tx.us

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 36.**

SUBJECT
Consideration to renew contract FY24-076 for the supply of Tack Coat Emulsified Asphalt Oil used in street paving, street construction, and general repair projects for all City departments to:
Anderson Columbia, Weslaco, Tx. as the Primary Vendor: $375,000.00 annually.
Ergon Asphalt & Emulsions, Jackson, Ms. as the Secondary Vendor: $100,000.00 annually.

For a total of four-year contract value of $1,900,000.00. There was a price increase in this last extension period. The term of this contract shall be for a period of one year, this is the second of three, one-year extension periods. All materials will be purchased on an as needed basis. Funding is available in General Fund-Public Works Department and construction project budgets.

PREVIOUS COUNCIL ACTION
Contract awarded by Council on 07/22/24, Extension 1 of 3 approved by Council on 08/04/25.

BACKGROUND
The City went out on formal bid solicitations for awarding a contract for the supply of Tack Coat Emulsified Asphalt Oil. Staff recommended Anderson Columbia as the Primary vendor as their cost per gallon is less picking up material from that location, Ergon Asphalt & Emulsions is the Secondary vendor. The term of this contract shall be for a period of one year and may be extended for three, additional one year periods, this is Extension 2 of 3.

Price Summary:
Vendor: Anderson Columbia
Location/Miles: Laredo, Tx./4.1
Rate $1.00/mile: $4.10
Unit Price/gal: $5.50
Unit Price/gal w/mileage: $9.60

Vendor: Ergon Asphalt & Emulsions
Location/Miles: Corpus Christi, Tx./136
Rate $1.00/mile: $136
Unit Price/gal: $2.85
Environmental Fee/gal: $0.00150
Unit Price/gal w/mileage: $138.8515

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION

It is recommended that this renewal be approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Street Construction Project Budget
Account #:	101-2730-532-3014
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding is available in General Fund-Public Works Department and construction project budgets.

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 14, 2026

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

RE: Contract FY24-076 Tack Coat Emulsified Asphalt Oil – Ext. II
Primary Vendor

Dear Mr. Bryan,

This letter is a formal request by the City of Laredo to extend contract FY24-076 for an additional one-year period. This is the second of three extension periods.

Price Summary:	Unit Price
Tack Coat Emulsified Asphalt Oil	~~$5.00 per gal.~~
Picked up by City Trucks.	$5.50 per gal

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

If there are any questions regarding this renewal extension, please feel free to call me at (956)794-1731.

Sincerely,

Jaime E. Zapata Morales
Purchasing Agent

Xc: Purchasing File

Anderson Columbia

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Tania Herrera

From: Joseph Galindo <Joseph.Galindo@andersoncolumbia.com>
Sent: Friday, July 24, 2026 10:47 AM
To: Tania Herrera
Subject: [QUARANTINED] RE: FY24-076 Tack Coat Emulsified Asphalt Oil - Ext. II

Follow Up Flag: Follow up
Flag Status: Completed

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Good morning Tania,

We wish to renew contract. ACCI respectfully requests consideration to increase current contract rate from $5.00 / gal to $5.50 / gal due to an increase of cost of this material.

Let me know if our request is approved.

Thank you,

Joseph Galindo
Project Manager
Cell: (956)252-6386
Office: (956)726-9819

TEXAS AC DIVISION

From: Tania Herrera <therrera1@ci.laredo.tx.us>
Sent: Tuesday, July 21, 2026 10:05 AM
To: Joseph Galindo <Joseph.Galindo@andersoncolumbia.com>; Richard LeyendeckerSR <Richard.LeyendeckerSR@andersoncolumbia.com>; Mary Hernandez <Mary.Hernandez@andersoncolumbia.com>; Berry O'Bryan <Berry.Obryan@andersoncolumbia.com>
Subject: RE: FY24-076 Tack Coat Emulsified Asphalt Oil - Ext. II

External (therrera1@ci.laredo.tx.us)

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Good day just following up, please advise.

Thanks

From: Tania Herrera
Sent: Tuesday, July 14, 2026 1:35 PM
To: 'Joseph Galindo' <Joseph.Galindo@andersoncolumbia.com>; 'Richard LeyendeckerSR' <Richard.LeyendeckerSR@andersoncolumbia.com>; 'Mary Hernandez' <Mary.Hernandez@andersoncolumbia.com>; 'Berry O'Bryan' <Berry.Obryan@andersoncolumbia.com>
Subject: RE: FY24-076 Tack Coat Emulsified Asphalt Oil - Ext. II

Good day this contract is up for renewals, attached is the Renewal Notice, this will be Ext. 2 of 3 , please sign and return if you wish to renew or not and advise if there will be any price change.

If you have any questions let me know.

regards

Tania Herrera
City of Laredo Purchasing Div.
5512 Thomas Ave.
Laredo, Tx. 78041
956 794 1734
therrera1@ci.laredo.tx.us

From: Tania Herrera
Sent: Tuesday, July 1, 2025 2:09 PM
To: Joseph Galindo <Joseph.Galindo@andersoncolumbia.com>; Richard LeyendeckerSR <Richard.LeyendeckerSR@andersoncolumbia.com>; Mary Hernandez <Mary.Hernandez@andersoncolumbia.com>; Berry O'Bryan <Berry.Obryan@andersoncolumbia.com>
Subject: RE: FY24-076 Tack Coat Emulsified Asphalt Oil

Good day this contract is up for renewals, attached is the Renewal Notice, this will be Ext. 1 of 3 , please sign and return if you wish to renew or not and advise if there will be any price change.

If you have any questions let me know.

regards

Tania Herrera
City of Laredo Purchasing Div.
5512 Thomas Ave.
Laredo, Tx. 78041

956 794 1734
therrera1@ci.laredo.tx.us

From: Tania Herrera
Sent: Monday, July 29, 2024 10:56 AM
To: 'Joseph Galindo' <Joseph.Galindo@andersoncolumbia.com>; 'Richard LeyendeckerSR' <Richard.LeyendeckerSR@andersoncolumbia.com>; 'Mary Hernandez' <Mary.Hernandez@andersoncolumbia.com>; 'Berry O'Bryan' <Berry.Obryan@andersoncolumbia.com>
Subject: FY24-076 Tack Coat Emulsified Asphalt Oil

This is to inform you that you were awarded contract FY24-076 Tack Coat Emulsified Asphalt Oil as the Primary Vendor and was approved by City Council on July 22, 2024. The term of this contract shall be for a period of one year. This contract may be extended for three (3) additional one (1) year periods, upon mutual agreement of the parties. All commodities will be secured on an as needed basis.

Price Summary:	Unit Price
Tack Coat Emulsified Asphalt Oil Picked up by City Trucks.	$5.00 per gal.

Please send the 1295 for our files

If you have any questions let me know

Regards

Tania Herrera
City of Laredo Purchasing Div.
5512 Thomas Ave.
Laredo, Tx. 78041
956 794 1734
therrera1@ci.laredo.tx.us

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 14, 2026

Mr. David Stroud
Ergon Asphalt & Emulsions, Inc.
Post Office Box 1639
Jackson, MS. 39215-1639

RE: Contract FY24-076 Tack Coat Emulsified Asphalt Oil – Ext. II
Secondary Vendor

Dear Mr. Stroud,

This letter is a formal request by the City of Laredo to extend contract FY24-076 for an additional one-year period. This is the second of three extension periods.

Price Summary:	Unit Price
Tack Coat Emulsified Asphalt Oil Picked up by City Trucks.	$2.85 per gal.

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

If there are any questions regarding this renewal extension, please feel free to call me at (956)794-1731.

Sincerely,

Jaime E. Zapata Morales
Purchasing Agent

Xc: Purchasing File

Ergon Asphalt & Emulsions

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Lisa Chavez

Print Name: Lisa Chavez

Date: July 14, 2026

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 37.**

SUBJECT
Consideration to authorize the purchase of two (2) units of heavy equipment for the Solid Waste Department from French Ellison Truck Center, LLC from Laredo, Tx. in the amount not to exceed $445,040.08. The heavy equipment units are composed of the following: Two (2) 2027 Kenworth T880 Day Cab Dump Trucks. The purchase of this equipment shall be made utilizing the Sourcewell Contract #032824-KTC. Funding is available under the Solid Waste 2022 Certificate of Obligation Issue.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The purchase of this equipment is part of the renewal and replacement program the department has in place. The equipment purchase will reduce environmental risk, and ensure continued landfill compliance and operational stability on the Solid Waste Department.

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
The equipment purchase is essential for the department’s operations. It is recommended that this equipment purchase be approve.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Fund
Account #:	556
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available under the 2022 Certificate of Obligation Issue 556-9880-535-9004 Project #SO2301.

FRENCH ELLISON TRUCK CENTER
A CSM Company

The World's Best Truck.
Texas's Best Service.

Quote

French Ellison Truck Center, LLC
8402 Milo Road
Laredo, TX 78045
Phone: (956) 727-7886

Quote #: 27084

Quote Date:	7/15/2026
Branch:	French Ellison Truck Center, LLC
Sales Type:	Cash
Salesperson:	Manuel Ortiz
Customer PO#:	
Payment Terms:	Payment Due Upon Delivery

Ship To:	Bill To:
CITY OF LAREDO 1102 BOB BULLOCK LP Laredo, TX, 78043 (956) 962-8228	CITY OF LAREDO 1102 BOB BULLOCK LP Laredo, TX, 78043 (956) 962-8228

Stock#: VIN: 2027 Kenworth T880

SOURCEWELL CONTRACT #032824-KTC

2027 T880 DAY CAB
CUMMINS X15V 450HP
ALLISON 4500RDS 6 SPEED W/ PTO
DUAL LIFT AXLE

CACTUS DUMP BODIES 21YD DUMP TRUCK

3/16 FLOOR AND 1/8TH SIDES
HEAVY DUTY ELECTRIC TARP SYSTEM

Price:	$221,900.00
Fees:	$40.00
DOC Fee:	$225.00
Dealer Inventory Tax:	$355.04
FET:	$0.00
Unit Price:	**$222,520.04**

Stock#: VIN: 2027 Kenworth T880

SOURCEWELL CONTRACT #032824-KTC

2027 T880 DAY CAB
CUMMINS X15V 450HP
ALLISON 4500RDS 6 SPEED W/ PTO
DUAL LIFT AXLE

CACTUS DUMP BODIES 21YD DUMP TRUCK

3/16 FLOOR AND 1/8TH SIDES
HEAVY DUTY ELECTRIC TARP SYSTEM

Price:	$221,900.00
Fees:	$40.00
DOC Fee:	$225.00
Dealer Inventory Tax:	$355.04
FET:	$0.00
Unit Price:	**$222,520.04**

Our preferred method of payment is wire transfer. The wiring instructions are as follows:

JP Morgan Chase Bank, N.A. 111 East Wisconsin Ave Milwaukee WI 53201

Route Number: 021000021 Account Number: 507873583

FRENCH ELLISON TRUCK CENTER
A CSM Company

The World's Best Truck.
Texas's Best Service.

Quote

French Ellison Truck Center, LLC
8402 Milo Road
Laredo, TX 78045
Phone: (956) 727-7886

Quote #: 27084

Quote Date:	7/15/2026
Branch:	French Ellison Truck Center, LLC
Sales Type:	Cash
Salesperson:	Manuel Ortiz
Customer PO#:	
Payment Terms:	Payment Due Upon Delivery

Total Price:	**$445,040.08**
Trade Allowance:	**$0.00**
Total Taxable Price:	**EXEMPT**
Sales Tax:	**$0.00**
Trade Payoff:	**$0.00**
Deposit Amount:	**$0.00**
Additional Funds:	**$0.00**
Quote Total:	**$445,040.08**

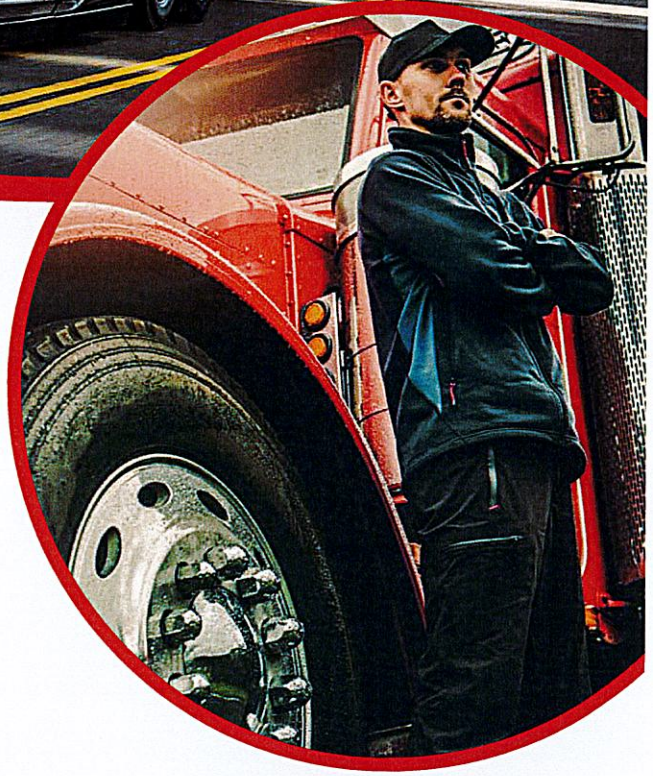
Our preferred method of payment is wire transfer. The wiring instructions are as follows:

JP Morgan Chase Bank, N.A. 111 East Wisconsin Ave Milwaukee WI 53201

Route Number: 021000021 Account Number: 507873583



GET PRE-APPROVED



CSM FINANCIAL, LLC

A CSM Company

CSM Financial can provide a wide range of financing options tailored to your business needs.

We work with a wide network of financing sources to provide a wide range of financial products to fit your specific needs and wants. Whether you are just getting started in the business, a seasoned owner-operator, a growing small fleet or a large, established fleet – rely on our experience and expertise to customize finance solutions for your unique business

FINANCING TO MATCH YOUR BUSINESS NEEDS

- RETAIL LOANS
- TRAC LEASES
- MODIFIED LEASES
- MUNICIPAL LEASES
- FAIR MARKET VALUE
- FIXED RATE/SIMPLE INTEREST
- BALLOON PAYMENT
- SEASONAL SKIP

CREDIT APP

SCAN TO GET PRE-APPROVED

GET PRE-APPROVED TODAY

608-684-6168

creditapp.csmtruck.com

Sourcewell

Kenworth Trucks & Parts

Class 5-8 chassis with related equipment

#032824-KTC

Maturity Date: 7/9/2028

Website: kenworth.com/resources/trucks

Products & Services

Products & Services

Sourcewell contract 032824-KTC gives access to the following types of goods and services:

- Class 5, 6, 7, and 8 trucks and tractors
- Medium- and heavy-duty trucks and tractors
- Gross weight ratings from 19,500 to 120,000+ lbs.
- Medium-duty zero emissions – battery electric
- Heavy-duty zero emissions – battery electric
- Medium-duty near zero emissions – natural gas
- Heavy-duty near zero emissions – natural gas
- Custom-configured bodies for municipal fleets
- Heavy-haul tractors
- Dump, flatbed, refuse, plow, salt, and roll-off trucks
- Sweeper trucks

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(nongovernment site)

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City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 38.**

SUBJECT
Consideration to authorize the purchase of replacement parts sorely needed for the Solid Waste Department - Materials Recycling Facility (MFR) from Machinex Technologies, Inc. from High Point, N.C. in the amount not to exceed $111,146.45. The replacement of these parts is vital for the operations of the City-owned Recycling Materials Recovery Facility (MRF) at the Solid Waste Department. Machinex Technologies, Inc. is the sole source vendor of these replacement parts. Funding is available in the Solid Waste Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City-owned Recycling Materials Recovery Facility (MRF) serves the residential and commercial recycling programs. The objective is to protect the city from operational inefficiencies, align incentives toward maximizing commodity recovery and restore the facility to optimal performance, regulatory compliance, high quality bale production and cost control.

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
The purchase of these replacement parts is essential for the operations of the Materials Recycling Facility (MRF). Is it recommended that the purchases be approve.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Fund
Account #:	556
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available under 556-2560-535-9001.

MACHINEX

MACHINEX TECHNOLOGIES INC.
716 Gallimore Dairy Road, Suite 103, High Point, NC 27265, USA
Tel. (336) 899-8514 | Fax (336) 245-1296
www.machinextechnologies.com

QUOTE

QUOTE NUMBER: 68 619
Page 1 sur 5
Date 2026-07-21

Customer Number: 2711

Ship to:

CITY OF LAREDO - MRF
6912 STATE HIGHWAY 359
LAREDO, TX, 78043
USA

Phone: Fax:

Transport

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	1	SEF3-006D-15	MONTAGES DES DISQUES (SECT. PIED)	18 682.22	18 682.22
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
2	1	SEF3-006D-16	MONTAGES DES DISQUES	36 128.68	36 128.68
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
3	1	SEF3-006D-17	MONTAGES DES DISQUES (SECT. TETE)	18 655.76	18 655.76
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
4	24	SPRE-080S-19HSTB0Q-1	SPROCKET	52.89	1 269.43
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
5	24	MEBST-0Q1-115-04x08	SPLIT TAPER BUSHING	43.78	1 050.73
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
6	12	SEP2-024D-05	IDLER SPROCKET	533.63	6 403.56
		Replacement for phased-out SEP2-024D			
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
7	1	SEP2-100D-3	SUPPORT DE PIGNON	382.43	382.43
		Phased-out, no replacement, only 2 available			
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
8	2	SEP2-024D-1	ONE WAY SPROCKET ASS'Y	265.22	530.44
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
9	60	CHRE-S-080-R-2	ROLLER CHAIN	30.18	1 810.84
		Sold by linear foot			
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
10	3	CHCL-S-00080-2	CONNECTING LINK	8.59	25.76
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		

***** PLEASE SIGN THIS QUOTE AND SEND IT BACK TO US. *****

MACHINEX

MACHINEX TECHNOLOGIES INC.
716 Gallimore Dairy Road, Suite 103, High Point, NC 27265, USA
Tel. (336) 899-8514 | Fax (336) 245-1296
www.machinextechnologies.com

QUOTE

QUOTE NUMBER: 68 619
Page 2 sur 5
Date 2026-07-21

Customer Number: 2711

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
11	2	CHOL-S-080-01	OFFSET LINK	11.55	23.10
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
12	20	SEP2-220A-001	STUB SHAFT ASSEMBLY	365.46	7 309.12
		Replacement in phased-out SEP2-020D			
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
13	4	SEP2-020D-6	STUB SHAFT	442.00	1 768.00
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
14	19	SEP2-021D	STUB SHAFT ASSEMBLY SPROCKET	514.90	9 783.12
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
15	2	SEP2-021D-4	STUB SHAFT	560.46	1 120.93
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
16	2	SEP2-022D-9	STUB SHAFT SPROCKET AND DRIVE	738.15	1 476.31
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
17	1	SEP2-222A-001	DRIVE STUB SHAFT	642.48	642.48
		Replacement for phased-out SEP2-022D-6			
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
18	48	SEP2-033D	RUBBER COUPLING	14.62	701.78
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
19	3	BRRHP-F2-115-S-S-1	FLANGE BEARING	74.73	224.19
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
20	3	SEP2-015D-11	CHAIN TIGHTENER	442.94	1 328.82
		Replacement for phased-out SEP2-015D-9			
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
21	2	SEP3-022D-04	SPRING CYLINDER SUPPORT	101.05	202.10
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
22	2	MESP-CYL-100-600-CC-18 2	SPRING CYLINDER, PUSH TYPE	282.95	565.90
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
23	4	MESP-EF-M10X1.5	CYLINDER END FITTING	9.40	37.60
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
24	1	MEGSP-CO-22-200-AA-R-2 00-1	GAS SPRING PUSH TYPE	47.41	47.41
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		

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QUOTE

QUOTE NUMBER: 68 619
Page 3 sur 5
Date 2026-07-21

Customer Number: 2711

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
25	1	SEF4-026D-3	GAS SPRING SUPPORT	50.88	50.88
		Lead Time: 15-20 business days	**SERIAL #:** SEF3-022L		
26	1	_CUSTOM	69.75" UHMW CHANNEL	121.10	121.10
		UHBEC-010X108-00000			
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
27	2	_CUSTOM	23.25" UHMW CHANNEL	47.38	94.76
		UHBEC-010X108-00000			
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
28	12	BOFLA-006Cx104-G08	FLAT HD SKT 3/8-16NC X 1 1/4"	0.34	4.08
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
29	205	BOCAR-006Cx104-G05ZP	CARR BOLT 3/8-16NC X 1-1/4" ZP	0.15	30.75
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
30	13	BOHEX-012Cx600-G05ZP	HEX BOLT 3/4-10NC X 6" ZP	2.37	30.81
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
31	40	BOHEX-010Cx200-G05ZP	HEX BOLT 5/8-11NC X 2" ZP	0.60	24.00
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
32	4	BOHEX-008Cx308-G05ZP	HEX BOLT 1/2-13NC X 3 1/2" ZP	0.62	2.48
		Lead Time: 2-5 business days	**SERIAL #:** SEF-022L		
33	13	BOHEX-008Cx108-G05ZP	HEX BOLT 1/2-13NC X 1-1/2" ZP	0.26	3.38
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
34	7	BOHEX-006Cx108-G05ZP	HEX BOLT 3/8-16NC X 1 1/2" ZP	0.13	0.91
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
35	26	BOHEX-006Cx104-G05ZP	HEX BOLT 3/8-16NC X 1-1/4" ZP	0.15	3.90
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
36	6	BOHEX-006Cx100-G05ZP	HEX BOLT 3/8-16NC X 1" ZP	0.13	0.78
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
37	13	BOFLA-006Cx408-G08	FLAT HD SKT 3/8-16NC X 4 1/2"	3.42	44.46
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
38	4	NUHNL-005C-G05	HEX NYLON NUT 5/16-18NC GR.5	0.08	0.32
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
39	13	WAFLA-0012-SAEZP	FLAT WASHER SAEZP FOR 3/4"BOLT	0.15	1.95
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		

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QUOTE

QUOTE NUMBER: 68 619
Page 4 sur 5
Date 2026-07-21

Customer Number: 2711

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
40	150	WASDK-0080-00	SPRING WASHER FOR 1/2" BOLT	3.12	468.00
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
41	150	BOHEX-008Cx300-G08ZP	HEX BOLT 1/2-13NC X 3" ZP	0.60	90.00
		Lead Time: 10-15 business days	**SERIAL #:** SEF3-022L		
42	4	BOHEX-005Cx108-G05ZP	HEX BOLT 5/16-18NC X 1 1/2"	0.17	0.68
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
43	18	NULUT-006C-00	LOCK-NUT 3/8-16NC U-T	0.08	1.44
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
44	18	WAFLA-0006-ZP	FLAT WASHER ZP FOR 3/8" BOLT	0.04	0.72
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
45	18	WALOC-0006-ZP	LOCK WASHER ZP FOR 3/8" BOLT	0.02	0.36
		Lead Time: 2-5 business days	**SERIAL #:** SEF3-022L		
46	1	__TRSP	FREIGHT AS PER COST		
47	1	_TARIFFS	CUSTOM TARIFFS		**According to cost**

QUOTE VALID UNTIL : 2026-08-20

SUB-TOTAL (USD): 111 146.45

Terms : NET 30 DAYS

Every order will be shipped standard delivery. If an urgent delivery is necessary, please circle URGENT and sign here : _____

******Subject to prior sale******
Mininum order of $50.00 is required at anytime.

Given the fluid situation in respect of tariffs applicable to North American trade, quoted prices do not include any relevant tariffs that might be applied at the US border. Machinex is being diligent in defining and applying the appropriate trade codes to our products in an attempt to minimize the impact to our customers. Any tariff charges, paid by Machinex, will be documented and shall ultimately be invoiced in addition to the quoted component price.

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Tel. (336) 899-8514 | Fax (336) 245-1296
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QUOTE

QUOTE NUMBER: 68 619
Page 5 sur 5
Date 2026-07-21

Customer Number: 2711

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL

René Trudel

MACHINEX TECHNOLOGIES INC.

PO Number: _____

For any emergency, you can reach us on our hot line at 819-362-3281, 24/7.

***** PLEASE SIGN THIS QUOTE AND SEND IT BACK TO US. *****

City of Laredo Sole Source Affidavit

Compliance with Texas Local Government Code Chapter 252 021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

1. My name is (Print Name) Jean Diamond Jr
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Machinex Technologies Inc.
   Address: 716 Gallimore Dairy Road
   City, State, Zip Code: High Point, NC 27265
   Telephone Number: (819) 362-3281
   Fax Number: ( )
   E-mail Address: jdiamond@machinex.ca

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   Preventive maintenance inspection and system optimization analysis.

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   _____ A copyright
   __X__ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   __X__ It is a captive replacement part or component for equipment
   _____ Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

Jean Diamond Jr
Signature of Authorized Official

Parts & Service Coordinator
Title of Authorized Official

11/20/2025
Date

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 20 day of November, 2025, State of Quebec, Canada, County of Erable

Signature of Applicant

Signature of Notary Public #250028

Exp.: 11/02/2028

Purchasing Department Use ONLY

Approved ✓ by Legal D. Walter

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 7/28/26 for J. Zepeda

Outlook

RE: SSA - Machinex Technologies, Inc.

From Daniel L. Walter <dlwalter@ci.laredo.tx.us>
Date Mon 7/27/2026 5:17 PM
To Griselda Hidalgo <ghidalgo@ci.laredo.tx.us>

Approved!

Thank You

Danny

Daniel "Danny" L. Walter
Assistant City Attorney

City of Laredo – Legal Department
1110 Houston Street Laredo, Texas 78040
Main Line: (956) 791-7319
Direct Line: (956) 791-7321
dlwalter@ci.laredo.tx.us

-
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From: Griselda Hidalgo <ghidalgo@ci.laredo.tx.us>
Sent: Monday, July 27, 2026 4:20 PM
To: Daniel L. Walter <dlwalter@ci.laredo.tx.us>
Subject: SSA - Machinex Technologies, Inc.

Good afternoon,

Please see attached Sole Source Affidavit for your review.

Best Regards,

Griselda Hidalgo

City of Laredo - Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
P: 956-794-1736

Outlook

RE: Fire Rover - Updated Sole Source Affidavit

From Daniel L. Walter <dlwalter@ci.laredo.tx.us>
Date Tue 7/28/2026 3:36 PM
To Griselda Hidalgo <ghidalgo@ci.laredo.tx.us>

No we can accept without notarization

From: Griselda Hidalgo <ghidalgo@ci.laredo.tx.us>
Sent: Tuesday, July 28, 2026 3:17 PM
To: Daniel L. Walter <dlwalter@ci.laredo.tx.us>
Subject: Re: Fire Rover - Updated Sole Source Affidavit

Good afternoon,

May you please advise if Sole Source Affidavits need to be notarized.

Best Regards,

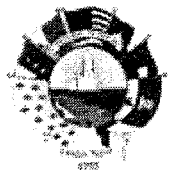
Griselda Hidalgo
City of Laredo - Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
P: 956-794-1736

From: Daniel L. Walter <dlwalter@ci.laredo.tx.us>
Sent: Monday, July 27, 2026 5:15 PM
To: Griselda Hidalgo <ghidalgo@ci.laredo.tx.us>
Subject: RE: Fire Rover - Updated Sole Source Affidavit

Approved.

Thank you!

Danny



Daniel "Danny" L. Walter
Assistant City Attorney

City of Laredo – Legal Department
1110 Houston Street Laredo, Texas 78040
Main Line: (956) 791-7319

City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 39.**

SUBJECT
Consideration to authorize the purchase of two (2) CCTV's complete vehicle systems equipment units for the Solid Waste Department from RAUSCH, USA from Chambersburg, PA. in the amount not to exceed $647,886.56. The equipment units are composed of the following: Two (2) Ford Transit Trucks which includes the CCTV's complete vehicle systems. The purchase of these units shall be made utilizing Sourcewell Contract #080525-RAU. Funding is available under the Solid Waste 2022 Certificate of Obligation Issue.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The purchase of these equipment units is part of the renewal and replacement program the department has in place. The equipment purchase will reduce environmental risk, and ensure continued compliance and operational stability for the department.

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
The equipment purchase is essential for the department's operations. It is recommended that this equipment purchase is approve.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Fund
Account #:	556
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available under the 2022 Certificate of Obligation Issue 556-9880-535-9004 Project

#SO2301.

RAUSCH USA
1686 Opportunity Ave.
Chambersburg, PA 17201
(717) 709-1005

Sourcewell Quote

Sourcewell Contract 080525-RAU

Date	Job #	
7/21/2026	26-14032	1

City of Laredo
1110 Houston Street
Laredo, TX 78040
Sourcewell #: 20319

Heil of Texas
5900 Wheeler Street
Houston, TX 77023 US

Comfort ML Transit (x2)

Comfort ML Transit- City of Laredo

Quote Prepared By:

Nicole Holtry

NOTE: THIS QUOTE IS FOR TWO (2) COMPLETE VEHICLE SYSTEMS.

ITEM	PART NUMBER / *DESCRIPTION*	QTY	UOM	UNIT PRICE	SW Member Price	
001	**SWCM135HD** System, Comfort HD CCTV, Controll Unit Rausch Tab HD, ELka 600 Base, 1000FT RAU7.7, C135, KS 135 HD	2	EA	178,991.00	329,343.44	USD
	111701AR Control Unit Assy, Rausch-TAB Full HD Tab Holder, 2nd Joystick, WLAN, Power supply, 1 TB,External Joysticks,Kit· install Elka 600	1.00	EA			
	111695A10 HD2 Cable Drum Assy, ELKA600 C TAB Version, Incl. Spotlight w/ 1000 ft (300m), Foot Switch, Sunlight Readable Monitor	1.00	EA			
	111145A Crawler, C 135 MOBILE pro	1.00	EA			
	111696A Camera KS135 HD 2 with Spare Parts Kit	1.00	EA			
	110980 Electric Lift, L135 VTS w/ RearviewCamera NTSC	1.00	EA			
	US9450 Gun, Epoxy Despensing 50ml Cartridge 1:1-2:1	1.00	EA			
002	**111750** Remote Control, FB2024 for CCTV Unit 2.4GHz	2	EA	1,976.00	3,635.84	USD
003	**111411** Extension, Height L/C 135	2	EA	2,649.00	4,874.16	USD
004	**US9571** Kit, Additional Illumination/Spares	2	EA	4,140.00	7,617.60	USD
	111677 Illumination, Additional L100C/KS135 20°	1.00	EA			
	111676 Illumination, Additional L100C/KS135 8°	1.00	EA			
	110650 Kit, Spare Parts Additional Illum.L100C/KS135	1.00	EA			
005	**US9580** Kit, Wheel Pneumatic Set, - Set of 4 210 x 65 Inflatable Wheels	2	EA	1,348.00	2,480.32	USD
	HG9437	4.00	EA			

	Wheel, Inflatable 210 X 65					
006	**US9573**	2		2,724.00	5,012.16	USD
	Kit, Wheel Set, Stone - Set of 4 6" wheels - Set of 4 10" wheels					
	110705 Wheel, Stone 6" L135 3-1/2" X 1/2" (93mmX 17mm)	4.00	EA			
	HG9427 Wheel, Stone 10" Stackable 5" X 1-1/4"(125mm X 32mm)	4.00	EA			
007	**US9574**	2		3,372.00	6,204.48	USD
	Kit, Wheels, Aggressive					
	111180 Wheel, AggressiveTraction 8" 95X17	4.00	EA			
	111181 Wheel, AggressiveTraction 6" 85X17	4.00	EA			
008	**KU1295**	2	EA	43.00	79.12	USD
	Cart-In Rope					
009	**INB502**	2		5,882.00	10,822.88	USD
	Small Rack for ELKA DRUM ML TRANSITS/SPRINTERS					
010	**INB100**	2		31,533.00	58,020.72	USD
	Walkthrough build Transit/Sprinter					
	US9116A System Wash Down Bundle	1.00	EA			
	US9111 Nitrogen Bundle	1.00	EA			
	US9112 Build Lights Bundle	1.00	EA			
	US9104 Power/Electrical Build Components	1.00	EA			
	US9106 Racks/Counters/Door Bundle	1.00	EA			
	US9103 Cabinets/Chair/Storage Bundle	1.00	EA			
	US9100 Build Supplies Kemlite/Plywood Bundle	1.00	EA			
	US9107 Monitors/Printer/Cabling Bundle	1.00	EA			
011	**US9109**	2	EA	4,700.00	8,648.00	USD
	Inverter Bundle					
012	**US8049RC**	2		6,877.00	12,653.68	USD
	Computer, Desktop w/ Keyboard					
	US9460 Computer, Nobilis Custom Build	1.00	EA			
	IN1209 Capture Device, HDMI->USB Magewell XI100	1.00	EA			
	IN1215 Card, Ethernet Dual PCIe	1.00	EA			
	IN1230 PF-19 Ventilated Rackmount Enclosure With handles	1.00	EA			
	IN1234 USB Hub 4 Port	1.00	EA			
	IN1235 Switch, Network 8-Prot GS108E	1.00	EA			
	IN1236 Utilitech 8 ft Surge Protector (6Outlet)	1.00	EA			
	IN1251 Logitech Wireless Keyboard MK270	1.00	EA			
013	**IN1252**	2	EA	6,098.00	11,220.32	USD
	Webasto AC Unit					

014	**US9564TS** Awning, Transit/Sprinter	2	EA	2,401.00	4,417.84	USD
	IN1178 Bracket, Awning RAU-Part-013	2.00	EA			
	110491 Awning, Sprinter Sun and Rain ProtectorRear Door	1.00	EA			
015	**NOTE** Extra Strobe Package	2	EA	900.00	1,656.00	USD
016	**NOTE** No Software	0	EA	0.00	0.00	USD
017	**US9153** Truck, Ford Transit, Gas 2WD **Pricing may vary depending on vehicle availability and market price**	2	EA	71,518.00	143,036.00	USD
018	**TRAINING** On-site training at customer location	4	D	1,700.00	6,800.00	USD
019	**SHIPPING** Shipping & Handling to San Antonio Heil of Texas	2	EA	3,000.00	6,000.00	USD
020	**TARIFF SURCHARGE** 5% Fee - Prices may change due to taxes or custom fees beyond our control.	1	EA	25,364.00	25,364.00	USD

TOTAL SOURCEWELL MEMBER PRICE : 647,886.56 USD

- THIS IS A SOURCEWELL QUOTATION. ALL TERMS OF SOURCEWELL CONTRACT #080525-RAU ARE APPLICABLE.
- Quote valid for 30 days
- Shipping fees excluded unless otherwise stated
- 10% re-stocking fee

Signature:_____

By signing this quote you are entering a binding purchase agreement with Rausch Electronics USA, LLC.

Thank You For Your Business!

Sourcewell

Rausch Electronics

Underground infrastructure

#080525-RAU

Maturity Date: 3/4/2030

Website: rauschusa.com/

Products & Services

Products & Services

Sourcewell contract 080525-RAU gives access to the following types of goods and services:

- Sewer inspection cameras
- Sewer inspection crawlers
- Push cameras
- Sewer inspection software
- Manhole inspection equipment
- Lateral launch inspection equipment
- Laser profiling inspection equipment
- Pipe rehabilitation equipment

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Supplier Resources →

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City of Laredo

City Council

Meeting Date: 8/17/2026 **Consent Agenda 40.**

SUBJECT
Consideration to authorize the purchase of one (1) pick-up truck for the Solid Waste Department from Silsbee Ford from Silsbee, TX in the amount not to exceed $39,472.00. The pick-up truck is a 2026 Ford F-150 Regular Cab. The purchase of this pick-up shall be made utilizing contract TIPS USA 240901. Funding is available under the Solid Waste 2022 Certificate of Obligation Issue.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The purchase of this pick-up truck is part of the renewal and replacement program the department has in place. The purchase is essential for the department's day to day operations on the Solid Waste Department.

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
The purchase of this pick-up is essential for the department's operation. It is recommended that this purchase be approve.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Fund
Account #:	556
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available under the 2022 Certificate of Obligation Issue 556-9880-535-9004 Project #SO2301.

26-150M

PRODUCT PRICING SUMMARY

TIPS USA 240901 TRANSPORTATION

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Contact: RON MILLER
Email:
Product Description: 2026 FORD F-150 REG. CAB

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: June 19, 2026

A. **Bid Item:** _____ **A. Base Price:** $ 37,195.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
101A	FIC 1/2 TON REG. CAB	$ -		EXT. WHITE	
	5.0L V8	$ 1,660.00			
	8 FT. BED				
	40/20/40 VINYL SEATS				
	TRAILER TOW				
	POWER LOCKS/WINDOWS				
	REAR CAMERA				

Total of B. Published Options: $ 1,660.00

Published Option Discount (5%) $ (83.00)

C. **Unpublished Options [not to exceed 25%]** $= 0.0 %

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
F.	**Contract Price Adjustment:** _____	$ -
G.	**Additional Delivery Charge:** 400 **miles**	$ 700.00
H.	**Subtotal:**	$ 39,472.00
I.	**Quantity Ordered** 1 **x H =**	$ 39,472.00
J.	**Trade in:** _____	$ -
K.		
L.	**Total Purchase Price**	$ 39,472.00

The Interlocal Purchasing System

Purchasing Made Personal

AWARDED VENDOR

Printed: July 27, 2026

ilsbee Ford 2.Donalson Toyota of Silsbee 3.Lake Country Chevrolet 4.Donalson C

AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: sgamblin.silsbeefleet@gmail.com

PAYMENT TO

ADDRESS	**1396 HWY 327 E**
CITY	**SILSBEE**
STATE	**TX**
ZIP	**77656**

TIPS CONTACT

NAME	**Charlie Martin**
PHONE	**(866) 839-8477**
FAX	**(866) 839-8472**
EMAIL	**tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: **N** **HUB:** **N**

SERVING STATES

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Overview

FLEET VEHICLES

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
240902	Transportation Vehicle Parts and Services	11/30/2027	Yes
240901	Transportation Vehicles	11/30/2027	Yes
260404	Fire Trucks, Ambulances, and Other First Responder Vehicles	06/30/2029	Yes

CONTACTS BY CONTRACTS

240902

Name	Title	Phone	Email
Seth Gamblin	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

240901

Name	Title	Phone	Email
SETH GAMBLIN	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

260404

Name	Title	Phone	Email
SETH GAMBLIN	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com
Holly Bussell	Admin Fee	(409) 895-3877	hbussell@silsbeefleet.com
HOLLY BUSSELL	Fleet Business Manager	(409) 895-3877	hbussell@silsbeefleet.com

City of Laredo

City Council

Meeting Date: 8/17/2026 **Staff Report 41.**

SUBJECT
Staff report presentation with possible action regarding the Municipal Hospital Ad-Hoc Committee, including discussion and possible direction on membership structure, policy considerations, and related matters for the City of Laredo.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Healthcare & Hospital Ad Hoc Committee was established to provide recommendations and facilitate collaboration on matters related to healthcare access, hospital services, public health initiatives, and healthcare system improvements within the City of Laredo. To continue advancing these efforts, the City is reactivating the committee and seeking appointments from City Council members to fill the designated positions.

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 healthcare services and resources throughout the community.
- **Policy 7.1.4:** Support partnerships that improve access to specialized and hospital-based healthcare services.
- **Goal 7.5:** Strengthen public health systems and community partnerships.
- **Policy 7.5.4:** Foster collaboration among healthcare providers, public agencies, educational institutions, and community organizations to address local health needs.
- **Goal 7.6:** Promote strategic planning and coordination to improve community health outcomes.

Summary of alignment: The reactivation of the Municipal Hospital Ad Hoc Committee aligns with the Viva Laredo Comprehensive Plan by providing a collaborative forum to evaluate healthcare access, hospital services, and public health priorities affecting the community. The committee will facilitate coordination among healthcare stakeholders, support informed policy development, and identify opportunities to strengthen healthcare infrastructure and services. These efforts advance the City's goals of improving access to care, enhancing public health outcomes, and fostering strategic partnerships that address current and future healthcare needs in Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact at the moment.

City of Laredo

City Council

Meeting Date: 8/17/2026 **Staff Report 42.**

Discussion with possible action to accept and approve reports/reviews presented by Internal Audit.

City of Laredo

City Council

Meeting Date: 8/17/2026 **Staff Report 43.**

SUBJECT
Presentation with possible action regarding the implementation and feasibility study for the Transportation Reinvestment Zone (TRZ) South Laredo Loop 20.

PREVIOUS COUNCIL ACTION
February 18, 2025 council authoring to allocate funds to the City of Laredo and Webb County-City of Laredo Regional Mobility authority to share the cost for the creation of Transportation Reinvestment Zone.

BACKGROUND
The TRZ feasibility study is necessary for the City of Laredo to evaluate and consider the creation of a Transportation Reinvestment Zone (TRZ).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Click or tap here to enter text.

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

FINANCIAL IMPACT:
There’s no financial impact.

City of Laredo

City Council

Meeting Date: 8/17/2026 **Closed Session 44.**

SUBJECT
Request for Executive Session under Texas Government Code 551.087 related to economic development deliberation and negotiations regarding an incentive agreement to South Laredo SNF RP, LTD, pursuant to Chapter 380 of the Texas Government Code, and any other matter incident thereto.

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

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

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

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 8/17/2026 **Closed Session 45.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 46.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 47.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 48.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 49.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 50.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 51.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 52.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 53.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 54.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 55.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 56.**

City of Laredo

City Council

Meeting Date: 8/17/2026 **Council Item 57.**