City of Laredo

REGULAR MEETING AGENDA

A-2026-R-06

Monday, April 20, 2026
5:30 PM

City Council Chambers

City Council

Recognition and Communication
5:00 P.M.

The Mayor will be presenting the following:

1. The City of Laredo Mayor and City Council proudly recognizes Nixon Girls Soccer Team that made school history by winning the program's first-ever District championship and Bi-District Championship, and the team also became the first in Laredo ISD history to advance to the Area Round (3rd round of the playoffs).

   Alejandra Davila
   Alexa Ruiz
   Briana Gonzalez
   Abigail Holguin
   Marlen Lopez
   Brianna Soto
   Ashley Salinas
   Adela Contreras
   Yulissa Santiago-
   Yomaris Chapa
   Liliana Leon
   Stefany Caballero
   Julieta Onofre
   Kimberly Contreras
   Yazmin Ruiz
   Danna Arredondo
   April Lorenzo
   Kiara Recio

2. The City of Laredo Mayor and City Council proudly recognizes Kimberly Gonzalez, a three-time regional power lifting champion that won 2nd place at this year's state power lifting meet in the 198 lbs raw division.

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City of Laredo
Regular City Council Meeting
A-2026-R-06
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
April 20th 2026
5:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

MOMENT OF SILENCE

ROLL CALL

MINUTES

Approval of the Minutes of:

April 7, 2026
April 16, 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 City Council proudly recognize 2026 Scripps Regional Spelling Bee Champion Hannah Chavez, a 7th grade student from Elias Herrera Middle School, who will represent her school and the Laredo community on the national stage in Washington, D.C. Additionally, the Mayor and City Council congratulate finalists Caleb Garcia, a 2nd grade student from San Isidro Elementary School; Maya Jimenez, a 4th grade student from Henry Cuellar Elementary School; and Xixin Pan, a 4th grade student from Nye Elementary School, who placed among the top competitors in a field of 63 participants, in honor of their exceptional academic achievement and accomplishments. **REC26-29**

2. Recognizing the Next Level Dance Studio All Stars competed in the Pride Championships in Edinburgh, TX in January 2026 and the United Cheer National Competition in Galveston, TX in March 2026, earning 1st place and securing Grand Champion titles. The teams brought home two medals and championship jackets in recognition of their outstanding achievements. **REC26-30**

COMMUNICATIONS

3. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **26-796**

4. Update on Riverfront and Border related matters. **26-803**

APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

5. Appointment recommended to be approved by City Council of one **APPT26 - 38**

board representatives to the Laredo Center for Urban Agriculture and Sustainability (LCUAS) Board, in accordance with the bylaws. Alejandra Aceves is being appointed by the current board under Private Sector Food System. This member will serve term ending March 31, 2029.

6. Appointment by Council Member Alyssa Cigarroa of David Arredondo to the Tax Increment Reinvestment Zone No. 1-Downtown. **APPT26 - 31**

7. Appointment by Council Member Gilbert Gonzalez of Wendy Sosa to the Civic Partnership and Engagement Advisory Committee. **APPT26 - 33**

8. Appointment by Council Member Dr. Tyler King of Claudia Saenz the Laredo Commission for Women. **APPT26 - 35**

9. Appointment of member(s) by Mayor Dr. Victor D. Treviño to the TIRZ #1 committee to be announced during the City Council meeting. **APPT26 - 36**

10. Ad Hoc State Legislative Advisory Committee to be announced at Council Meeting. **APPT26 - 37**

11. Appointment recommended to be approved by City Council of one board representatives to the Laredo Center for Urban Agriculture and Sustainability (LCUAS) Board, in accordance with the bylaws. Servando Leal is being appointed by the current board under Urban Livestock Advocate. This member will serve term ending March 31, 2029. **APPT26 - 39**

12. Appointment recommended to be approved by City Council of one board representatives to the Laredo Center for Urban Agriculture and Sustainability (LCUAS) Board, in accordance with the bylaws. Ryan Cantu is being appointed by the current board under Apiculturist. This member will serve term ending March 31, 2029. **APPT26 - 40**

PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

13. Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY - No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026). **26-649**

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

ZC-032-2026
District V

14. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District). **26-651**

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

ZC-036-2026
District IV

15. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District). **26-655**

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

ZC-027-2026
District III

16. 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 Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road. **26-657**

The Planning and Zoning Commission recommended approval of the proposed special use permit. Staff supports the application.

ZC-015-2026
District IV

17. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District). **26-658**

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

ZC-030-2026
District III

18. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District). **26-659**

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

ZC-033-2026
District VI

19. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District). **26-660**

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

ZC-034-2026
District VI

20. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached “Exhibit A”, located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District). **26-661**

The Planning and Zoning Commission recommended denial of the proposed R-3 zone change. However, the Planning and Zoning Commission recommended approval of the proposed R-2 zone change. Staff does not support the proposed R-3 zone change.

ZC-031-2026
District IV

21. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District). **26-670**

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

ZC-065-2025
District III

PUBLIC HEARING & INTRODUCTORY ORDINANCE

22. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo's FY 2026 annual budget by appropriating revenues and expenditures in the amount of $465,259.00 in the 2022 Revenue Bond. The interest earnings being appropriated are to pay for expenses on new projects and upgrades. **26-531**

23. Public Hearing & Introductory Ordinance authorizing the City Manager to amend the FY 2025-2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total of $5,799,996.00, consisting of $3,799,996.00 in grant funding from Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program and a required 1:1 Non-Federal Match of $3,799,996.00. Matching funds will be derived from $2,000,000.00 Webb County Match in a three-year payment commitment. The City Local Match of $1,800,000.00 from the 2019 Certificate of Obligation Issue has already been appropriated. Grant funds will improve existing trails and embankments along Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods. **26-643**

24. An Ordinance of the City of Laredo, Texas, amending Chapter 19, "Motor Vehicles and Traffic," Article III, Section 19-70, entitled "Investigation," of the Code of Ordinances of the City of Laredo, Texas; by increasing the property damage threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); by removing certain language; providing for publication; and providing for an effective date. **26-725**

25. An Ordinance of the City of Laredo, Texas, amending Chapter 19 ("Motor Vehicles and Traffic"), Article III, Section 19-71, entitled ("Reports-Required"), of the Code of Ordinances of the City of Laredo, Texas; by amending Subsection (a) to increase the property damage reporting threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); providing for severability; providing for publication; and establishing an effective date. **26-727**

26. An Ordinance of the City of Laredo, Texas, amending Chapter 19, Article VIII, Section 19-360 of the Code of Ordinances of the City of Laredo, Texas, entitled "Parking Meters," renaming the section to "Parking Meters and Pay Station Zones," and replacing the section **26-728**

in its entirety; providing for severability; providing for publication; and providing for an effective date.

27. An Ordinance of the City of Laredo, Texas, amending Chapter 19 ("Motor Vehicles and Traffic"), Article III, Section 19-74 ("Removing Vehicle from Scene") of the Code of Ordinances of the City of Laredo, Texas, by revising the section in its entirety; providing for updated regulations governing the removal of vehicles from the scene of an accident; providing for severability; providing for publication; and establishing an effective date. **26-729**

28. An Ordinance of the City of Laredo amending Chapter 19, Article X, Section 19-379 (1), "Fees; Release," of the Code of Ordinances of the City of Laredo, Texas; increasing the administrative fee for booted or towed vehicles from twenty-five dollars ($25.00) to sixty dollars ($60.00); providing for codification; providing a severability clause; providing a repealer clause; and providing an effective date. **26-730**

THIRD AND FINAL READINGS

29. Authorizing the City Manager to grant a non-exclusive franchise to DebriCo 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. Franchise fees will be deposited in the General Fund. **2026-O-75**

FINAL READING OF ORDINANCES

30. An Ordinance of the City of Laredo authorizing the City Manager to amend the City of Laredo FY2026 General Fund Library Department by appropriating $9,000 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Family Place Library Training Grant. Grant will be allocated in the General Fund. **2026-O-53**

31. An Ordinance of the City of Laredo, Texas, amending appendix a, definitions, of the Land development Code by establishing cigar lounges as the only smoking establishment that is allowed to serve alcohol. **2026-O-79**

32. An Ordinance of the City of Laredo, Texas, amending Chapter 15, "Health and Sanitation," Article I, "In General," Section 15-11 of the Code of Ordinances to add the fees for the mammography screening; providing for publication and effective date. Fees are as follows: 2D Screening mammogram $160.00 (new), 3D Screening Stand-along $225.00 (new), 3D Screening - Add-On $65.00 (new). **2026-O-70**

33. An Ordinance amending the City of Laredo Municipal Housing Fund FY 2025-2026 Annual Budget by increasing revenues and expenditures in the amount of $65,800.00, establishing the rental rates and tenant policies for the Southern Hotel Apartments located at 1210 Matamoros St., and amending the Full Time Equivalent (FTE) position listing by adding one (1) Building Maintenance Mechanic. **2026-O-76**

34. An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY26 Police General Fund budget by increasing revenues and expenditures in the amount of $69,044.00. The revenues are from forfeiture cases involving abandoned and unclaimed money from the Laredo Police Department Property and Evidence Section. Funding will be used to purchase police equipment, law enforcement software, and building repairs. **2026-O-66**

35. An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the budget for the FY 2026 Financial Task Force and the Rio Grande Valley (RGV) HIDTA Task Force by reducing revenues and expenditures in the amount of $165,000 in the 2025 award due to deobligation from the agency. Both grants are funded by the Executive Office of the President, Office of National Drug Control Policy (ONDCP) and High Intensity Drug Trafficking Area (HIDTA). Funding was authorized for personnel salaries, fringe benefits, overtime, travel, and operating expenses from January 1, 2025 through December 31, 2026. Funding is available in the Financial Task Force Fund. **2026-O-67**

36. Authorizing the ratification of the City Manager to activate the Laredo Fire Department's Fire Engine 3016 by reclassifying nine (9) Full-Time equivalent firefighter positions to the position of three (3) Captains, three (3) Fire Drivers, three (3) Fire Assistant Drivers, and fifteen (15) cadets to firefighters. The engine will be located at Fire Station #14, 5309 Cielito Lindo Blvd., for the future Buena Vista Fire Station #16. The mobilization of this engine will provide quick responses and protection to South Laredo. The reclassification Funding is available in the General Fund - Fire Department. **2026-O-68**

37. An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute a lease agreement between the Laredo Transit Management, Inc., (Lessor) and the City of Laredo Police Department (Lessee) for the lease of 340.72 sq. ft. of building space located on the first-floor west wing of the Laredo Transit Center, 1301 Farragut Street, for a total monthly sum of $400.00 for a term of three (3) years commencing on January 1, 2024. Lessor covenants and agrees to allow the Lessee to occupy the premises beginning January 1, 2024 without paying rent until **2026-O-71**

October 1, 2024. Funding is available in the Police General Fund.

38. An Ordinance of the City of Laredo authorizing the City Manager to amend the FY 2025-2026 Capital Grants Fund budget by appropriating revenues and expenditures in the total project amount of $797,890.00, consisting of $664,890.00 in grant funding from the Southwest Border Regional Commission (SBRC) under the Economic Infrastructure Development (EID) 2025 Grant Program and a required 20% local match of $133,000.00 funded by the 2022 Certificate of Obligation Bond. Grant funds will support facility improvements associated with the development and implementation of economic development programs and projects. **2026-O-77**

39. An Ordinance of the City of Laredo authorizing the City Manager to amend the Community Development Department Housing Rehabilitation Fund FY25-26 annual budget by appropriating revenues and expenditures in the amount of $3,150,000.00 from the U.S. Department of Housing and Urban Development for the Lead Hazard Reduction Grant Program. Grant match in the amount not to exceed $250,000.00 is available through Community Development Fund - 2025 CDBG Grant. **2026-O-78**

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.

BRIDGE: ELSA HINOJOSA, DIRECTOR

40. A Resolution of the City Council for the City of Laredo, Texas approving a license agreement between the City of Laredo - Bridge System and the U.S. Customs and Border Protection (CBP) for the purpose of installing/mounting of drawbridge cameras at specified location at World Trade Bridge, the cameras are intended to monitor and deter any illicit foot traffic of individuals entering without inspection while using the World Trade Bridge, and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; and providing for an effective date. This license agreement is being granted without monetary cost or monetary compensation to the City of Laredo and the Laredo Bridge System. U.S Customs and Border Protection (CBP) acknowledges the responsibility for all costs and maintenance of the use of the Site for the Permitted Use. **2026-R-102**

41. Authorizing the City Manager to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P. (sole source vendor), for the hardware and software maintenance of the Laredo Bridge System Electronic Toll Collection equipment. This maintenance service contract is for a term of (5) five months, subject to future budget appropriations, **26-666**

effective May 1, 2026 in the amount of $430,041.91 unless terminated by either party. This (5) five-month contract was made to align future contracts to be in line with the City of Laredo fiscal year. This is the fourth and final extension of four. Funding is available in the Laredo Bridge System Fund.

CITY MANAGER'S OFFICE: JOSEPH W. NEEB

42. Consideration to authorize the City Manager to grant limited right of entry to U.S. Customs and Border Protection (CBP) for boundary survey activities on select City-owned parcels related to federal border infrastructure planning. **26-689**

ECONOMIC DEVELOPMENT: TINA RODRIGUEZ, ACTING DIRECTOR

43. Consideration for approval of the purchase of office furniture from Kimball International d.b.a Kimball Office Inc., Jasper, IN utilizing contract OMNIA Contract Region 4 ESC - TX R240108, Nightingale utilizing TIPS contract # 230301, and Allseating utilizing Omnia partner Vizient contract # CE3371. Installation will be done by G&S Office Supply which is the authorized reseller for the furniture manufacturers in the amount not to exceed $312,346.08 for Economic Development Department. Cost is to fully furnish the new office space at El Portal. Funding is available and budgeted in the 2024 Certificate of Obligation Bond. **26-694**

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

44. Consideration for approval of the selection of the top ranked consultant for the RFQ FY26-ENG-16 Pedestrian Bridge Structure from Father McNaboe Park to Barbara Fasken Recreational Center; and authorization to negotiate a professional services contract. A total of (5) firms responded to the request for qualifications on Thursday, February 12, 2026, and the top (3) firms presented on Tuesday, March 24, 2026. The committee recommends the selection of top ranked consultant RAVA Construction, LLC, Houston, Texas. There is no financial impact at this time. **26-446**

1. RAVA Construction, LLC, Houston, Texas
2. Quantcorp Construction, LLC, Laredo, Texas
3. Sima Contractors, LLC, Laredo, Texas
4. Zertuche Construction Texas, LLC, Laredo, Texas
5. LJA Engineering, Inc, Houston, Texas

FINANCE: FRANCISCO J. MATA, DIRECTOR

45. Consideration to renewal and amend contract FY24-050 with Cavender's Boot City, Tyler, Texas for safety footwear in an annual amount of $123,750.00 and a contract value of $247,500.00 for the **26-654**

remaining of the two years; this includes a 10% increase. This safety footwear contract complies with the OSHA approved specifications provided by Risk Management Division. Awarded brands - Justin, Double H, Tony Lama, and Georgia. The term of this contract was for a period of one year with option to extend three additional years. This is the second of three extension periods. Funding is available in the respective City's department funds.

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

46. Consideration to award supply/service contract RFB 2026-052 for vehicle repair services for small and medium vehicles for the City's Fleet Department to the lowest responsive/responsible bidders: **26-710**

1). Andy's Auto Air & Supplies, Laredo, TX in an annual amount up to $135,000.00 and $405,000.00 for the remainder of the contract term;

2). Toro Automotive LLC., Laredo, Texas in an annual amount up to $135,000.00 and $405,000.00 for the remainder of the contract term;

3). Glz Auto Services, Laredo, Texas in an annual amount up to $75,000.00 and $225,000.00 for the remainder of the contract term;

The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. All services will be secured on an as needed basis. This contract can be renewed three additional one-year extension periods, upon mutual agreement of the parties. All repair services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

47. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Texas Health and Human Services Commission (HHS) for the Texas Home Visiting (THV) Project Grant in the additional amount of $40,000.00, for a total amount not to exceed $683,443.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Texas Home Visiting (THV) Project Grant - Quality Improvement 2026. **2026-R-100**

48. A Resolution of the City Council of the City of Laredo, Texas, **2026-R-103**

authorizing the City Manager to submit a Vendor Information Form, negotiate, and potentially enter into a contract with the Department of State Health Services (DSHS) to perform inspection services for Mobile Food Vendors (MFV); and further authorizing the City Manager to execute all necessary documents relating to this contract. There is no financial impact at this time.

49. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit an application to the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Implementing Zero Suicide in Health Systems Program Grant, in the total estimated amount of up to $2,000,000.00, with no match for the City of Laredo Public Health Department, for a total of a five (5) year term, to be effective on September 30, 2026 through September 29, 2031, and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Department Fund - Implementing Zero Suicide in Health Systems Program Grant. **2026-R-104**

50. Consideration to authorize the City Manager to award contract RFQ 2026-040 for Afterhours Physician/Medical Services with Laredo Medical Examiners/Nuestra Salud Health Clinic PC, Laredo, TX to provide Afterhours Physician /Medical Services to City of Laredo employees, City Retirees, and covered dependents enrolled in the City's Medical Health Plan in the total amount of $80,000.00 per year. The total contract value (2 years and 5 months) shall not exceed $230,000.00. The initial term of this Agreement shall commence on April 21, 2026, and shall continue through September 30, 2026, to complete the City's Fiscal Year 2025-2026. This Agreement may be renewed for up to two (2) additional one (1) year terms, beginning October 1, 2026, upon mutual written agreement of both parties and subject to the availability of appropriated funds. Funding is available in the Employee Wellness Department. **26-741**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

51. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the amount of $72,041.00 to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the funding of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2025. The grant performance period is October 01, 2024 through September 30, 2028. The Bureau of Justice Assistance mandates that this grant allocation be divided equally between the City of Laredo and Webb County; $36,020.50 will be allocated for the LPD Network Specialist and $36,020.50 for Webb **2026-R-77**

County Sheriff's Office equipment and supplies that enhances department operations. No local match is required. Funding is available in the Special Police Fund.

52. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the estimated amount of $1,999,618.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2026 through August 31, 2027. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Task Force. The city's local match is $794,997.00 for a total grant amount of $2,794,614.00. Funding is available in the Auto Theft Fund. **2026-R-95**

53. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the estimated amount of $2,406,945.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY27 SB224 Catalytic Converter Grant for the period of September 1, 2026 through August 31, 2027. The purpose of this grant program is to provide additional funding for the Laredo Auto Theft Task Force/Laredo Police Department for the detection and prevention of catalytic converter theft. This grant will pay for the salaries of a Public Information Specialist, a full-time Assistant District Attorney, technology, training, and overtime. The city's cash match will be $503,270.00 for a total grant amount of $2,910,216.00. Funding will be available in the Auto Theft Task Force Fund. **2026-R-96**

54. Consideration to authorize the purchase of marked police units with emergency lights, equipment, and graphics from Caldwell Country Chevrolet, Caldwell, Texas in the amount not to exceed $1,287,441.28. The purchase of these vehicles shall be made utilizing the BuyBoard Pricing Program Contract No. 724-23. Funding is available for this purchase in the Public Property Finance Contractual Obligation (PPFCO) 2025. **26-634**

UTILITIES: DR. TAREQ AL-ZABET, DIRECTOR

55. Consideration to award a service contract to the sole source vendor Azteca Systems LLC., from Sandy, Utah in an annual amount of $109,149.74 for software maintenance of the Cityworks Asset Management software premium enterprise license (ELA) for the purpose of utilities infrastructure asset management. Funding available in the Waterworks, Sewer System, and Environmental Services Funds. **26-684**

56. Authorizing the City Manager to approve Change Order #1, #2, and #3 in the amount of $1,389,116.31 to Webber (formerly PLW Waterworks, LLC) of Woodlands, Texas for the Manadas Creek Wastewater Treatment Plant (WWTP) Project. With approval of **26-685**

Change Order #1, #2, and #3, the updated contract will be $52,658,116.31.

Funding is available Sewer System Fund- 2022 Sewer Revenue Bond.

57. Consideration to ratify the issuance of Purchase Order 434049 to Rain for Rent in the amount of $295,027.38. This amount is for the additional work for an emergency contract for a 36-inch wastewater bypass line to prevent raw sewage from discharging into the Rio Grande River and to maintain sewer flow to the South Laredo Wastewater Treatment Plant. The updated purchase order will be $638,027.38. **26-717**

Funding for this contract is available through the Sewer System Fund - 2022 Sewer Revenue Bond.

58. Consideration to select and negotiate RFQ 2026-049 professional consulting services contract with the top scoring vendor E-Source Companies LLC, Boulder, CO for utility billing modernization for the Advanced Metering Infrastructure/Automated Meter Reading System and Customer Information System (CIS) Solution. The AMI and AMR metering strategy, review suitability and compatibility, recommended customer information system and implementation oversight will produce a clear migration roadmap and present the best solution for the Utilities Department to advance its metering modernization and digital water transformation. The term of this contract shall not exceed a period of twenty-four months beginning as of the date of its execution. There is no financial impact at this time. **26-718**

59. Authorizing the City Manager for the award of RFQ 2026-047 Engineering, Planning, Design, Procurement, Construction and Project Management contract for a new Drinking Water and Wastewater Laboratory to Sepulveda Associates Architects, Inc. This will be a capital expense and is related to improving and extending the City of Laredo combined Waterworks System and Sewer System. The term of this contract shall be for a period of twenty four months. The location of the laboratory will be evaluated by the awardee and will be built on city owned property as required. Funding is available in the Waterworks and Sewer System Funds - 2024 Water and Sewer Revenue Bonds. **26-722**

END OF CONSENT AGENDA

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.

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

60. Authorizing the City Manager to accept and execute the Federal Transit Administration (FTA) FY2025 Section 5307 TX-2026-025-00 Operating Assistance and Preventative Maintenance grant in the amount of $8,675,521.00. This grant will cover operating and preventive maintenance expenses for fixed route and paratransit. The federal share is $4,786,494.00 and local match for $3,889,027.00. Funding for the local match will be funded by the Sales Tax Fund. **2026-RT-15**

61. Authorizing the Laredo Mass Transit Board to approve the seventh (7th) version of the Texas Department of Transportation sponsored Public Transportation Agency Safety Plan (PTASP) and establishing Safety Performance Targets for the Laredo Transit Management Incorporation (LTMI). **2026-RT-16**

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

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

62. Discussion with possible action on renaming Cesar Chavez Walkway and any matters related thereto. **26-C-58**

63. Discussion with possible action to review current strategies, policies, and initiatives related to addressing individuals experiencing homelessness, including the City's proposed solutions and public awareness campaigns, and any matters related thereto. **26-C-59**

64. Discussion and update on next steps to move forward implementation of secondary water source and any matters related thereto. **26-C-61**

Sponsors: Cm. Vanessa Perez

Request by Mayor Pro Tempore Gilbert Gonzalez

65. Discussion with possible action to recognize and honor the women, route specialists, refuse collectors, heavy equipment operators of the City of Laredo Solid Waste Department for their dedication, hard work, and commitment to maintaining the cleanliness and public health of our community. Lara Lara, Karla Doria, Alexandra **26-C-56**

Lara and Martha Lara.
This recognition aims to highlight the contributions of women in a traditionally male-dominated field, acknowledge their daily efforts in providing essential services, and commend their role in keeping the City of Laredo clean, safe, and beautiful.

Request by Council Member Melissa R. Cigarroa

66. Discussion with possible action to create an advocacy position regarding the City of Laredo's interests in the Amistad Dam and Amistad Reservoir as they pertain to overall City Water Security planning with the goal of integration into the City's legislative agenda and shared with relevant Federal agencies, officials, and stakeholders, and any other matters incident thereto. **26-C-31**

Sponsors: Mayor Pro Tempore Gilbert Gonzalez, Cm. Dr. Tyler King and Cm. Alyssa Cigarroa

67. Discussion with possible action to approve a resolution by City Council to the EPA public comments portal in support of maintaining the Integrated Risk Information System (IRIS) standard for ethylene oxide, and any other matters incident thereto. **26-C-55**

Request by Council Member Tyler King

68. Discussion with possible action regarding the City pursuing Zero Based Budgeting (ZBB) practices in future budget cycles, and any other matters incident thereto. **26-C-57**

Sponsors: Cm. Ricardo "Rick" Garza and Cm. Alyssa Cigarroa

Request by Council Member Vanessa J. Perez

69. Discussion with possible action to establish a CIP project for the development of a master plan for the Muller property, including eight acres designated for a police sector station with a training room, public walking trails, a food truck area with restrooms, and a regional public park space utilizing pending parkland fees from Green Ranch and future residential development, and any other matters incident thereto. **26-C-38**

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

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

71. Discussion with possible action regarding water pressure and recent water breaks on Mines Rd, to include a status report, and any other matters incident thereto. **26-C-32**

Request by Council Member Alyssa Cigarroa

72. Discussion with possible action to direct City Management to evaluate, develop, and implement a plaza activation program to include food vendors, live entertainment, cultural programming, and other activities in downtown plazas, and any other matters incident thereto. **26-C-51**

73. Discussion with possible action to establish a residential parking permitting program for downtown residents, including eligibility criteria, permit issuance, designated residential parking areas, enforcement measures, and any other matters incident thereto **26-C-52**

74. Discussion and possible action to review and amend the City of Laredo Code of Ordinances related to the regulation of recycling businesses and facilities, including but not limited to licensing, land use, operational standards, environmental and fire safety requirements, and enforcement provisions, and to address any other matters incident thereto. **26-C-60**

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 Monday, April 13th, 2026 at 5:00 p.m.

City of Laredo

City Council

Meeting Date: 4/20/2026 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Recognition 2.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Communications 3.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Communications 4.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 5.**

SUBJECT
Appointment recommended to be approved by City Council of one (1) board representatives to the Laredo Center for Urban Agriculture and Sustainability (LCUAS) Board, in accordance with the bylaws. Alejandra Aceves is being appointed by the current board under Private Sector Food System. This member will serve term ending March 31, 2029.

PREVIOUS COUNCIL ACTION
The resolution was presented to City Council on May 6, 2019. Since then, there have been changes to the board. The most recent board appointments were presented to Council on April 7, 2025, and were made in accordance with the bylaws.

BACKGROUND
As approved by council under budget appropriation. The Organization shall utilize funds to share the mission of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Moderate

Supporting goal(s)/policy(ies):
Goal 6.3 - Promote Sustainable Agriculture and Food Security (Viva Laredo Comprehensive Plan, p. 6.18)
"Encourage urban agriculture initiatives and partnerships that increase local food production and access to healthy foods."

Policy 6.3.2 - Support Urban Agriculture Programs (Viva Laredo Comprehensive Plan, p. 6.19)
"Facilitate the creation and governance of urban agriculture programs through public-private partnerships, community organizations, and educational institutions."

Relevance:
The agenda item directly contributes to the governance structure of LCUAS, which is an urban agriculture and sustainability initiative. By formalizing board appointments, the City is supporting the operational management and continuity of urban agriculture programs, aligning with Goal 6.3 and Policy 6.3.2. This supports local food production and community-based sustainability efforts, though the alignment is indirect because the agenda item focuses on board appointments rather than programmatic actions themselves.

Summary of alignment:
The appointment of LCUAS board members provides the institutional foundation necessary to implement urban agriculture and sustainability initiatives in Laredo. This action supports the intent of Goal 6.3 and Policy 6.3.2 by ensuring that programs promoting local food production and sustainability are governed effectively. While the agenda item does not implement specific agricultural projects, it strengthens organizational capacity, public-private collaboration, and oversight-critical components for achieving the City's urban agriculture objectives. Therefore, the alignment is moderate, intersecting with broader themes of sustainability, community engagement, and food security.

COMMITTEE RECOMMENDATION
N/A
STAFF RECOMMENDATION
Staff recommends that City Council approve the item.

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 #:	101-9810
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
No financial impact.

RESOLUTION NO. 2019-R-064

A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY'S CREATION OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY, A LOCAL GOVERNMENT CORPORATION; APPROVING THE FORM OF THE CERTIFICATE OF FORMATION AND BYLAWS; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government; and

WHEREAS, Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"); and

WHEREAS, Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas; and

WHEREAS, Chapter 394 further requires, as a condition of the filing of the Certificate, the governing body of the local government first to adopt a resolution finding the creation of a local government corporation to be wise, expedient, necessary or advisable, and approving the form of the Certificate; and

WHEREAS, the City Council of the City of Laredo finds that the creation of a local government corporation for the purpose of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo (the "City") is wise, expedient, necessary and advisable, and will accomplish an important governmental purpose, namely, to enhance the welfare of the public; and

WHEREAS, the City Council desires to create the Laredo Center for Urban Agriculture and Sustainability, a local government corporation, to aid and act on behalf of the City to accomplish the said governmental purpose; and

WHEREAS, as prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application (the "Application," an accurate copy of which is attached hereto as Exhibit A) for approval of the Certificate in the form attached hereto as Exhibit A-1; and;

WHEREAS, the City Council desires to approve the Application and the form of the Certificate, specifically including the Corporation's initial Board of Directors named in the Certificate.

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

1. The City Council hereby authorizes the creation and incorporation of the Laredo Center for Urban Agriculture & Sustainability Local Government Corporation (the "Corporation") pursuant to Chapter 431, Texas Transportation Code.

2. The Corporation shall be governed by the Certificate of Formation attached hereto as **Exhibit A-1,** and the bylaws attached hereto as **Exhibit B,** both of which the City Council hereby approves.

3. The City Council affirms the appointment of the initial directors of the Corporation, who are named as initial directors in the Certificate of Formation attached hereto as **Exhibit A-1.**

4. The City Council authorizes the performance of any act deemed necessary by the City Manager to carry out the terms and provisions of this Resolution.

PASSSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this 6 **day of** May **2019.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

CERTIFICATE OF FORMATION
LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a majority of which are residents and qualified voters of the City of Laredo, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431") and Chapter 22, Business Organizations Code ("Chapter 22") do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I
Corporation Name

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the "Corporation").

ARTICLE II
Nature of Corporation

The Corporation is a public non-profit local government corporation created and operated in accordance with Chapter 431 of the Transportation Code and other applicable laws.

ARTICLE III
Duration of Corporation

The period of the duration of the Corporation shall be perpetual.

ARTICLE IV
Corporate Purpose and Authority

4.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the "Local Government") to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

A. Create and promote an urban food system for the City of Laredo by increasing access to local fresh food for low income citizens and the community at large;
B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the city to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer's markets, and farm to school as economic generators for local food security;

C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
D. Cultivate water, soil, and air sustainability opportunities;
E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
F. Develop policy and incentives for the local food industry; and
G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic, environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

4.02 The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

4.03 To accomplish said goals and purpose, the Corporation shall be authorized to:

A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
B. Acquire and hold title to and interests in real and personal property;
C. Accept funds and property appropriated by the Local Governments and by other entities;
D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
E. Accept donations of funds, services and things of value;
F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing body of the Local Government, as evidenced by approval of an ordinance, order or resolution; and
G. Engage in other lawful activities to accomplish the governmental purpose stated above.

4.04 The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

4.05 The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not

proprietary functions for all purposes of the Texas Torts Claims Act, Section 101.001, et. seq., Texas Civil Practice and Remedies Code.

4.06 The Corporation shall comply with all applicable provisions of the Texas Open Meetings Act (Chapter 551, Texas Government Code) and the Texas Public Information Act (Chapter 552, Texas Government Code).

4.07 References herein to consent or written consent by the City shall refer to an ordinance, resolution or order of the governing body of the City.

ARTICLE V
No Members or Shareholders

The Corporation shall have no members and shall have no stock.

ARTICLE VI
Board of Directors

6.01 All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting of the following eleven (11) Directors subject to the oversight of the City and as otherwise provided in the Bylaws:

1. A current City of Laredo Health Department representative;
2. A current City of Laredo Parks & Leisure Services Department representative;
3. A current City of Laredo Environmental Services Department representative;
4. A current Planning & Zoning Department representative;
5. A local Economic Development & Incentives Advisor;
6. A local Sustainable Restaurateur;
7. A local Private Sector Food System representative;
8. A local Urban Livestock Advocate or local Urban Agriculture & Sustainability Advocate;
9. A local Farmer Market's Executive Director or local Urban Agriculture & Sustainability Advocate;
10. A local Apiculturist or local Urban Agriculture & Sustainability Advocate;
11. A current Academic sector food sustainability representative;

6.02 Directors 1-5 (as numbered above) and their successors will be nominated by City Manager of the City of Laredo ("City Manager") and will be confirmed by the Laredo City Council. Directors 6-11 (as numbered above) will be nominated by the Board and will be confirmed by the Laredo City Council. The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VII, below. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation.

6.03 A prescribed by Section 431.102(c), Texas Transportation Code, a majority of the Directors shall be residents of the City.

6.04 The initial term of Director Nos. 1-5 shall expire on September 30, 2021. The initial term of Director Nos. 6-11 shall expire on September 30, 2020. After completion of the first term, the term of each Director shall be three years. Each Director shall serve a three-year term or until his or her successor is appointed, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Initial Directors and succeeding Directors may serve up to five consecutive terms.

6.05 Vacancies on the Board that occur before the end of the Director's term shall be filled in the same manner as appointments made pursuant to Article 6.02.

6.06 The Directors may be removed at any time, with or without cause, in the same manner as appointments made pursuant to Article 6.02.

6.07 Director 2 shall serve as chair of the Board until September 30, 2020. Annually thereafter, a chair shall be elected by majority vote of the entire Board.

6.08 A Director may choose to resign at any time if he/she feels unable to fulfill the responsibilities of the position. Written notice must be made to the Chair via mail, email, electronic notice. Resignations will be announced and made official at the following regular Board Meeting.

6.09 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

ARTICLE VII
Initial Directors

The initial Directors of the Corporation shall be as follows:

POS. NO. & NAME	
1. Guillermo Walls	2600 Cedar Ave., Laredo, Texas 78040
2. Berman Rivera	2201 Piedra China St., Laredo, Texas 78043
3. John Porter	619 Reynolds St., Laredo, Texas 78040
4. James Kirby Snideman	1120 San Bernardo Ave. #2, Laredo, Texas 78040
5. Roger Garcia	1312 Houston St., Laredo, Texas 78040
6. Roberto Gonzalez	1515 E. Lane St., Laredo, Texas 78040
7. Gabriela Fernandez	6950 McPherson Rd. Ste. C, Laredo, Texas 78041
8. Landen Gulick	7209 E. Saunders St. Ste. 5, Laredo, Texas 78041
9. Priscila Iglesias	1000 Zaragoza St. #107, Laredo, Texas 78040
10. Cecilia Cisneros	5214 Brewster Dr., Laredo, Texas 78043
11. Marcela Uribe	5201 University Blvd. #ZSC-223C, Laredo, Texas 78041

ARTICLE VIII
Registered Office and Agent

The street address of the initial registered office of the Corporation is c/o City Manager, 1110 Houston St., Laredo, Texas 78040, which is within the city limits of the City, and the name of its initial registered agent at such address is _____, the City Manager, and a resident of the State of Texas.

ARTICLE IX
Incorporators

The names and addresses of the incorporators, each of whom is more than eighteen (18) years of age and a resident of the state of Texas, are:

Roberto Gonzalez	1515 E. Lane St. Laredo, Texas 78040
Cecilia Cisneros	5214 Brewster Dr., Laredo, Texas 78043
Roger Garcia	1312 Houston St., Laredo, Texas 78040

ARTICLE X
Approval of Certificate of Formation

Resolution No. 2019-R-___ approving the form and substance of this Certificate of Formation was adopted by the Laredo City Council on May 6, 2019.

ARTICLE XI
Director Liability

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, regardless of whether the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII
Limits on Use of Corporate Assets; Income of Corporation

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. The Local Government shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the Local Governments shall be deposited into such accounts or funds as determined by the governing body of the Local Government. No part of the Corporation's income shall inure to the benefit of any private interests.

ARTICLE XIII
Dissolution

13.01 If the Board of Directors or the Laredo City Council determines by resolution that the purposes for which the Corporation was formed have been substantially met and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the applicable law then in existence, provided that no certificate effecting a dissolution of the Corporation shall be executed without the prior consent of the City Council, as evidenced by a resolution approved by a majority vote.

13.02 Upon the dissolution of the Corporation, the title to all assets shall be transferred to the Local Government that created the Corporation. The Board of Directors shall notify the Local Government of such dissolution.

ARTICLE XIV
Public Instrumentality

The Corporation is a constituted authority and a public or governmental instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code. Although the Corporation is authorized to act on behalf of one or more governmental entities as provided in this Certificate, the Corporation is not a political subdivision or political authority of the State of Texas within the meaning of the Constitution and laws of the State of Texas, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreement, bond, debt, or obligation of the Corporation shall be deemed to be the agreement, bond, debt, or obligation, or the lending of credit, or a grant of public money or thing of value, of or by the Local Governments or any other political subdivision or authority or agency of the State of Texas, or a pledge of the faith and credit of any of them. No action of

the Corporation shall be an action of the Local Government or its agents or employees, and neither this Certificate nor any action by the Board or the City Council shall create a joint enterprise.

ARTICLE XV
Amendments

These Articles of Incorporation may be amended in either of the following manners: (i) the Board may file with the Local Government an application in writing requesting permission to amend the Articles of Incorporation, specifying in the application the amendment proposed to be made, and the governing body of the Local Government, after considering the application and each finding and determining that it is wise, expedient, necessary, or advisable that the proposed amendment be made, may authorize by resolution or ordinance that the proposed amendment be made, and then the Board may amend the Articles of Incorporation by adopting the amendment by resolution at a meeting of the Board and filing the amendment with the Office of the Texas Secretary of State, or (ii) the Local Government may at any time, alter or change the structure, organization, programs, activities, or duration of the Corporation, subject to any limitations on the impairment of contracts entered into by the Corporation, by adopting an amendment to the Articles of Incorporation of the Corporation and filing the amendment with the Office of the Texas Secretary of State.

ARTICLE XVI
Effective Date; Authorization to File

This Certificate shall be effective when fully executed and filed with the Office of the Texas Secretary of State. Each of the undersigned executes this instrument subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that he and she is authorized to execute this instrument.

CITY OF LAREDO

_____
Incorporator

_____
Incorporator

_____
Incorporator

ACKNOWLEDGMENTS

CITY OF LAREDO
This instrument was acknowledged before me on this _____ day of _____ 2019, by x x, being sworn on his oath that he is an individual residing in the City of Laredo, Webb County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

_____
Notary Public State of Texas

BYLAWS OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

A Texas Non-Profit Local Government Corporation created by and on behalf of the City of Laredo, Texas.

ARTICLE I
Corporation Name and Location

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the "Corporation"). The principal location of the Corporation is 2600 Cedar Avenue, Laredo, Texas 78040. In the alternative, the Corporation shall meet at 1415 Chihuahua Street, Laredo, Texas 78040 and legally described as Lots 1 through 6, Block 792, Eastern Division, City of Laredo.

ARTICLE II
Organizational Policy

The Corporation is local government corporation and shall be operated under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431") and Chapter 22, Business Organizations Code ("Chapter 22").

ARTICLE III
Purpose and Authorization

3.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the "Local Government") to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

A. Create and promote an urban food system for the City of Laredo (the "City") by increasing access to local fresh food for low income citizens and the community at large;
B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the City to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer's markets, and farm to school as economic generators for local food security;
C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
D. Cultivate water, soil, and air sustainability opportunities;
E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
F. Develop policy and incentives for the local food industry; and
G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic,

environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

3.02 To accomplish said goals and purpose, the Corporation shall be authorized to:

A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
B. Acquire and hold title to and interests in real and personal property;
C. Accept funds and property appropriated by the Local Governments and by other entities;
D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
E. Accept donations of funds, services and things of value;
F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing bodies of the Local Governments, as evidenced by approval of an ordinance, order or resolution; and
G. Engage in other lawful activities to accomplish the governmental purpose stated above.

3.03 *Local Government Corporation.* The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

3.04 *Non-Profit Corporation.* The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law or their successor.

3.05 *Governmental Entity* for *Immunity.* The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code.

ARTICLE IV
LIMITATION OF METHODS

The Corporation shall be nonpartisan, non-sectarian, and non-discriminatory regardless of religious, educational, and/or cultural backgrounds, as well as gender and/or sexual orientation.

ARTICLE V

BOARD OF DIRECTORS

5.01 *Powers Vested in Board.* All powers of the Corporation shall be vested in a Board of Directors consisting of eleven (11) Directors (the "Board") subject to the oversight of the City of Laredo and as otherwise provided in these Bylaws. The qualification, selection, terms, removal, replacement, and resignation of the members of the Board of Directors of the Corporation ("Director" or "Directors") shall be governed by Article VI of the Certificate of Formation ("Certificate").

5.02 *Initial Board and Transition.* The initial directors of the corporation ("Director" or "Directors") shall be those persons named in Article VII of the Certificate. To provide for terms which end at the end of a calendar month, each initial Director named in Article VII of the Certificate shall serve for the term prescribed in the Certificate. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Upon the expiration of the terms of office of the initial Directors, the subsequent Directors shall be appointed for a three (3) year term, or until his or her successor is appointed by the entity authorized to appoint the Director; provided, however, upon the death, resignation or removal of a Director, the entity responsible for that Director's appointment shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director.

5.03 *Governing Documents.* All other matters pertaining to the internal affairs of the Corporation shall be governed by these Bylaws, so long as these Bylaws are not inconsistent with the Certificate or the laws of the State of Texas.

5.04 *Voting Rights.* All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

5.05 *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Webb County, Texas, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the "Open Meetings Act"); provided that the notice of each meeting of the Board shall be posted on the official bulletin board designated by the City of Laredo for the posting of meetings of the Laredo City Council. The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act").

5.06 *Regular Meetings.* The Board shall have a minimum of eight (8) and a maximum of twelve (12) regular meetings each fiscal year at times at places as shall be designated, from time to time, by the Board.

5.07 *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board, the Secretary of the Board, the Treasurer of the Board, or by any two (2) of the Directors who are serving duly appointed terms of office at the time the meeting is called. A majority of the Board must be present for any special called or emergency meeting.

5.08 *Attendance.* After three unexcused absences, a Director is subject to removal from the Board of Directors. An absence is excused only if: (a) the absent member informed the Chair of his/her absence in advance, and (b) the Corporation votes to excuse the absence.

5.09 *Quorum.* A majority of the entire Board (six (6) Directors) shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. No action of the Board shall be valid or binding unless adopted by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.10 *Assent Presumed Without Express Abstention or Dissent.* A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless such person's dissent or abstention shall be entered in the minutes of the meeting or unless such person shall file written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

5.11 *Compensation of Directors.* Directors, as such, shall receive no salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes. The Corporation will reimburse any Director who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

5.12 *Conduct of Business.* At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine. At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence.

5.13 *Director's Reliance on Consultant Information.* A Director shall not be liable if, while acting in good faith and with ordinary care, such person relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

(a) one or more other officers or employees of the Corporation;
(b) an employee of a City;
(c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
(d) a committee of the Board of which the Director is not a member.

5.14 *Executive Director.* The Board is authorized to hire an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the chief executive officer of the Corporation and shall have the duties and powers as set forth in Article X of these Bylaws. The Board shall establish the compensation, and may establish duties and responsibilities of the Executive Director in addition to those prescribed by Article X of these Bylaws. The hiring and/or removal of the Executive Director shall be by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.15 *Attorneys and Consultants.* The Board may employ attorneys, auditors, certified accountants engineers, and such other professionals and consultants as may be required for the purposes of the Corporation from time to time.

ARTICLE VI
OFFICERS

6.01 *Titles and Term of Office.* The officers of the Corporation shall be a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. Each officer shall be a current Director. One person may hold more than one office, except the Chair shall not hold the office of Secretary. The term of office for each officer shall be one (1) year and shall serve from October 1 through the following September 30, except that such office shall terminate on the earlier of: (a) the date that the officer is replaced by the Board; or (b) the date that the officer is no longer a member of the Board.

All officers shall be appointed and subject to removal at any time, with or without cause, by affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

A vacancy in any office elected pursuant to this Article VI shall be filled by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

6.02 *Powers and Duties of the Chair.* The Chair shall preside the meetings of the Board and shall perform all duties incumbent upon his office; to authenticate, by his/her signature, when necessary, all the acts, orders, and proceedings of the meetings; to appoint all committees and committee chairs, and select topic and discussion material.

6.03 *Powers and Duties of the Vice Chair.* The Vice-Chair shall perform the duties of the Chair in his/her absence and shall perform such other duties as are levied. He/she shall provide leadership to the Corporation and assistance to all other Directors as needed.

6.04 *Powers and Duties of the Secretary.* The Secretary shall keep the minutes of all meetings of the Board; shall attend to the giving and serving of all notices; shall keep accurate records of Board actions, including sending out meeting announcements, distributing copies of minutes and agendas to each Director, and assuring that corporate records are maintained. The Secretary shall turn over to the successor all official records and documents of the Corporation.

6.05 *Powers and Duties of the Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into possession of the Corporation and shall safely keep the funds and securities. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; (ii) may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by such person for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation. The Treasurer must maintain a file of supporting documents open for examination by the Directors and present financial reports at meetings and when needed. The Treasurer shall turn over to the successor all the financial records of the Corporation.

6.06 *Compensation.* Officers shall serve without compensation for their duties, but are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with any policies that may be adopted by the Board. The Corporation will reimburse Officers who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. A receipt containing only purchases for the Corporation will be required for reimbursement to take place. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

ARTICLE VII
Financial Responsibilities

7.01 *Audit.* Not later than one hundred twenty (120) days after the close of each fiscal year, the Board shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation. The Corporation shall provide a copy of the completed audit to the City not later than fifteen (15) days after its receipt by the Corporation.

7.02 *Fiscal Year.* The Fiscal year of the Corporation shall begin on October 1 of each year.

7.03 *Annual Budget.*

(a) No later than ninety (90) days prior to the beginning of each fiscal year, the Board or the Executive Director (if the Corporation has employed an Executive Director) shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. The Budget must be approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. After approval by the Board, the Budget shall be submitted to each City for approval. Failure of a City to reject, to ask for additional information regarding, or to request modification of, the Budget approved by the Board on or before the thirtieth (30th) day after submission of the Budget to the City shall be

deemed an approval of the Budget by that City (and a request for additional information or for modification may be provided by an employee of a City).

(b) If the Board fails to approve the Budget, or if the Budget is not approved by the City, then the Budget for the prior fiscal year shall be deemed approved.

7.04 *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE VIII
CONTRACTS, CHECKS, and LOANS

8.01 *Contracts and Other Writings.* Except as otherwise provided by resolution of the Board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the Corporation shall be executed on its behalf by the Treasurer or other persons to whom the Corporation has delegated authority to execute such documents in accordance with policies approved by the Board.

8.02 *Checks, Drafts.* All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such Director, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

8.03 *Deposits.* All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depository as the Board may select.

ARTICLE IX
Indemnification of Directors and Officers

9.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article IX and the Certificate, each person who was or is made a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article IX shall continue as to a

person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article IX shall be deemed contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence or under theories of strict liability.

9.02 *Advance Payment.* The right to indemnification conferred in this Article IX shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 9.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article IX or otherwise.

9.03 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right which a Director or officer may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement or disinterested Directors or otherwise.

9.04 *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article IX.

9.05 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article IX shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the ninety (90) day period immediately following the date of the indemnification or advance notification.

9.06 *Savings Clause.* If this Article IX or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article IX as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X
Executive Director; Employees

10.01 *Powers and Duties of the Executive Director*

(a) *Chief Executive*. The Executive Director shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall be in general charge of the properties and affairs of the Corporation. The Executive Director has management and control of the properties and operations of the Corporation, including the powers of a general manager. The Executive Director will be responsible for implementing all orders and resolutions of the Board, and all other powers that are not specifically reserved to the Directors or the City will be executed by the Executive Director within the general guidelines and policies of the Board and the City.

(b) *Responsible for hiring and supervision of Employees*. The Executive Director shall be responsible for hiring and terminating the employees of the Corporation. All employees hired by the Executive Director shall be terminable at-will and not be provided any term or promise of employment.

(c) *Spending Authority*. The Executive Director is authorized to approve expenditures, make purchases, and enter into contracts on behalf of the Corporation which require an expenditure not to exceed $500 without Board approval as long as funds are budgeted and are available for the expenditure.

(d) *Annual Budget*. The Executive Director is responsible for the preparation of the Corporation's annual budget.

(e) *Annual Business Plan*. The Executive Director shall prepare a Corporation business plan (the "Business Plan") on an annual basis for review and approval by the Board. The Business Plan shall include such items and matters required by the Board and, at a minimum, shall include the following: (i) performance measures and benchmarks; and (ii) possible future activities.

10.02 *Corporation Employees*.

(a) The Executive Director shall be a full time employment position of the Corporation, except that the Board may contract with a person or entity as an independent contractor to serve as an Executive Director.

(b) The Corporation may contract with the City for utilization of employees of the City. The Corporation may, without compensation, use the services of employees of a City with the prior written consent of the City Manager. The Board is authorized to employ or contract for project-specific personnel to manage or operate a service provided by the Corporation.

ARTICLE XI
Compliance

11.01 It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

11.02 All directors, officers, and employees shall abide by the local and state civil and criminal laws regarding ethics, conflict of interest, official misconduct and other regulations and restrictions involving their official duties.

ARTICLE XII
Miscellaneous

12.01 *Seal.* The seal of the Corporation shall be such as may be from time to time approved by the Board. The seal of the Corporation shall not be required to be placed on a document in order for the document to be considered a valid act or agreement of the Corporation.

12.02 *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

12.03 *Books and Records.* The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its Board, a record of all actions taken by the Board, and a record of all actions taken by committees of the Board. In addition, the Corporation shall keep a copy of the corporation's Certificate of Formation and Bylaws as amended to date.

12.04 *City Access to Records of Corporation.* Notwithstanding the provisions of the Public Information Act or any exceptions contained therein to disclosure and the rights or limitations thereof regarding the review of records of Texas non-profit corporations, the City shall have a special right to review and obtain copies of the records of the Corporation, regardless of format, upon reasonable notice and during regular business hours of the Corporation; provided, however, such special right of access to the City shall not apply to records to which law or regulation expressly prohibit disclosure to third parties that would by definition include the City.

12.05 *Amendments*. A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the entire Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by resolution of the City Council to be effective.

City Council-Regular
Meeting Date: 05/06/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

SUBJECT

2019-R-64 A Resolution of the City of Laredo, Texas, authorizing the City's creation of the Laredo Center for Urban Agriculture and Sustainability, a local government corporation; approving the form of the certificate of formation and bylaws; containing other provisions relating to the subject; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On April 2, 2018, City Council approved a motion to fund a service agreement with an organization to be created for the implementation of goals, services, and tasks for urban agriculture and sustainability programs as well as the facilitation of the Laredo Food Policy Council. On September 13, 2018, the City Council approved a motion allocating funding for the organization to facilitate the Food Policy Council and propagate endemic shade tree species throughout the City of Laredo.

BACKGROUND

Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government. Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"). Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas. As prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application for approval of the Certificate.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this Resolution.

Attachments

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 6.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 7.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 8.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 9.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 10.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 11.**

SUBJECT
Appointment recommended to be approved by City Council of one (1) board representatives to the Laredo Center for Urban Agriculture and Sustainability (LCUAS) Board, in accordance with the bylaws. Servando Leal is being appointed by the current board under Urban Livestock Advocate. This member will serve term ending March 31, 2029.

PREVIOUS COUNCIL ACTION
The resolution was presented to City Council on May 6, 2019. Since then, there have been changes to the board. The most recent board appointments were presented to Council on April 7, 2025, and were made in accordance with the bylaws.

BACKGROUND
As approved by council under budget appropriation. The Organization shall utilize funds to share the mission of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Moderate

Supporting goal(s)/policy(ies):
Goal 6.3 - Promote Sustainable Agriculture and Food Security (Viva Laredo Comprehensive Plan, p. 6.18)
"Encourage urban agriculture initiatives and partnerships that increase local food production and access to healthy foods."

Policy 6.3.2 - Support Urban Agriculture Programs (Viva Laredo Comprehensive Plan, p. 6.19)
"Facilitate the creation and governance of urban agriculture programs through public-private partnerships, community organizations, and educational institutions."

Relevance:
The agenda item directly contributes to the governance structure of LCUAS, which is an urban agriculture and sustainability initiative. By formalizing board appointments, the City is supporting the operational management and continuity of urban agriculture programs, aligning with Goal 6.3 and Policy 6.3.2. This supports local food production and community-based sustainability efforts, though the alignment is indirect because the agenda item focuses on board appointments rather than programmatic actions themselves.

Summary of alignment:
The appointment of LCUAS board members provides the institutional foundation necessary to implement urban agriculture and sustainability initiatives in Laredo. This action supports the intent of Goal 6.3 and Policy 6.3.2 by ensuring that programs promoting local food production and sustainability are governed effectively. While the agenda item does not implement specific agricultural projects, it strengthens organizational capacity, public-private collaboration, and oversight-critical components for achieving the City's urban agriculture objectives. Therefore, the alignment is moderate, intersecting with broader themes of sustainability, community engagement, and food security.

COMMITTEE RECOMMENDATION
N/A
STAFF RECOMMENDATION
Staff recommends that City Council approve the item.

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 #:	101-9810
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
No financial impact.

RESOLUTION NO. 2019-R-064

A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY'S CREATION OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY, A LOCAL GOVERNMENT CORPORATION; APPROVING THE FORM OF THE CERTIFICATE OF FORMATION AND BYLAWS; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government; and

WHEREAS, Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"); and

WHEREAS, Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas; and

WHEREAS, Chapter 394 further requires, as a condition of the filing of the Certificate, the governing body of the local government first to adopt a resolution finding the creation of a local government corporation to be wise, expedient, necessary or advisable, and approving the form of the Certificate; and

WHEREAS, the City Council of the City of Laredo finds that the creation of a local government corporation for the purpose of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo (the "City") is wise, expedient, necessary and advisable, and will accomplish an important governmental purpose, namely, to enhance the welfare of the public; and

WHEREAS, the City Council desires to create the Laredo Center for Urban Agriculture and Sustainability, a local government corporation, to aid and act on behalf of the City to accomplish the said governmental purpose; and

WHEREAS, as prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application (the "Application," an accurate copy of which is attached hereto as Exhibit A) for approval of the Certificate in the form attached hereto as Exhibit A-1; and;

WHEREAS, the City Council desires to approve the Application and the form of the Certificate, specifically including the Corporation's initial Board of Directors named in the Certificate.

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

1. The City Council hereby authorizes the creation and incorporation of the Laredo Center for Urban Agriculture & Sustainability Local Government Corporation (the "Corporation") pursuant to Chapter 431, Texas Transportation Code.

2. The Corporation shall be governed by the Certificate of Formation attached hereto as **Exhibit A-1,** and the bylaws attached hereto as **Exhibit B,** both of which the City Council hereby approves.

3. The City Council affirms the appointment of the initial directors of the Corporation, who are named as initial directors in the Certificate of Formation attached hereto as **Exhibit A-1.**

4. The City Council authorizes the performance of any act deemed necessary by the City Manager to carry out the terms and provisions of this Resolution.

PASSSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this 6 **day of** May **2019.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

CERTIFICATE OF FORMATION
LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a majority of which are residents and qualified voters of the City of Laredo, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431") and Chapter 22, Business Organizations Code ("Chapter 22") do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I
Corporation Name

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the "Corporation").

ARTICLE II
Nature of Corporation

The Corporation is a public non-profit local government corporation created and operated in accordance with Chapter 431 of the Transportation Code and other applicable laws.

ARTICLE III
Duration of Corporation

The period of the duration of the Corporation shall be perpetual.

ARTICLE IV
Corporate Purpose and Authority

4.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the "Local Government") to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

A. Create and promote an urban food system for the City of Laredo by increasing access to local fresh food for low income citizens and the community at large;
B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the city to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer's markets, and farm to school as economic generators for local food security;

C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
D. Cultivate water, soil, and air sustainability opportunities;
E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
F. Develop policy and incentives for the local food industry; and
G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic, environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

4.02 The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

4.03 To accomplish said goals and purpose, the Corporation shall be authorized to:

A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
B. Acquire and hold title to and interests in real and personal property;
C. Accept funds and property appropriated by the Local Governments and by other entities;
D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
E. Accept donations of funds, services and things of value;
F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing body of the Local Government, as evidenced by approval of an ordinance, order or resolution; and
G. Engage in other lawful activities to accomplish the governmental purpose stated above.

4.04 The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

4.05 The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not

proprietary functions for all purposes of the Texas Torts Claims Act, Section 101.001, et. seq., Texas Civil Practice and Remedies Code.

4.06 The Corporation shall comply with all applicable provisions of the Texas Open Meetings Act (Chapter 551, Texas Government Code) and the Texas Public Information Act (Chapter 552, Texas Government Code).

4.07 References herein to consent or written consent by the City shall refer to an ordinance, resolution or order of the governing body of the City.

ARTICLE V
No Members or Shareholders

The Corporation shall have no members and shall have no stock.

ARTICLE VI
Board of Directors

6.01 All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting of the following eleven (11) Directors subject to the oversight of the City and as otherwise provided in the Bylaws:

1. A current City of Laredo Health Department representative;
2. A current City of Laredo Parks & Leisure Services Department representative;
3. A current City of Laredo Environmental Services Department representative;
4. A current Planning & Zoning Department representative;
5. A local Economic Development & Incentives Advisor;
6. A local Sustainable Restaurateur;
7. A local Private Sector Food System representative;
8. A local Urban Livestock Advocate or local Urban Agriculture & Sustainability Advocate;
9. A local Farmer Market's Executive Director or local Urban Agriculture & Sustainability Advocate;
10. A local Apiculturist or local Urban Agriculture & Sustainability Advocate;
11. A current Academic sector food sustainability representative;

6.02 Directors 1-5 (as numbered above) and their successors will be nominated by City Manager of the City of Laredo ("City Manager") and will be confirmed by the Laredo City Council. Directors 6-11 (as numbered above) will be nominated by the Board and will be confirmed by the Laredo City Council. The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VII, below. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation.

6.03 A prescribed by Section 431.102(c), Texas Transportation Code, a majority of the Directors shall be residents of the City.

6.04 The initial term of Director Nos. 1-5 shall expire on September 30, 2021. The initial term of Director Nos. 6-11 shall expire on September 30, 2020. After completion of the first term, the term of each Director shall be three years. Each Director shall serve a three-year term or until his or her successor is appointed, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Initial Directors and succeeding Directors may serve up to five consecutive terms.

6.05 Vacancies on the Board that occur before the end of the Director's term shall be filled in the same manner as appointments made pursuant to Article 6.02.

6.06 The Directors may be removed at any time, with or without cause, in the same manner as appointments made pursuant to Article 6.02.

6.07 Director 2 shall serve as chair of the Board until September 30, 2020. Annually thereafter, a chair shall be elected by majority vote of the entire Board.

6.08 A Director may choose to resign at any time if he/she feels unable to fulfill the responsibilities of the position. Written notice must be made to the Chair via mail, email, electronic notice. Resignations will be announced and made official at the following regular Board Meeting.

6.09 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

ARTICLE VII
Initial Directors

The initial Directors of the Corporation shall be as follows:

POS. NO. & NAME	
1. Guillermo Walls	2600 Cedar Ave., Laredo, Texas 78040
2. Berman Rivera	2201 Piedra China St., Laredo, Texas 78043
3. John Porter	619 Reynolds St., Laredo, Texas 78040
4. James Kirby Snideman	1120 San Bernardo Ave. #2, Laredo, Texas 78040
5. Roger Garcia	1312 Houston St., Laredo, Texas 78040
6. Roberto Gonzalez	1515 E. Lane St., Laredo, Texas 78040
7. Gabriela Fernandez	6950 McPherson Rd. Ste. C, Laredo, Texas 78041
8. Landen Gulick	7209 E. Saunders St. Ste. 5, Laredo, Texas 78041
9. Priscila Iglesias	1000 Zaragoza St. #107, Laredo, Texas 78040
10. Cecilia Cisneros	5214 Brewster Dr., Laredo, Texas 78043
11. Marcela Uribe	5201 University Blvd. #ZSC-223C, Laredo, Texas 78041

ARTICLE VIII
Registered Office and Agent

The street address of the initial registered office of the Corporation is c/o City Manager, 1110 Houston St., Laredo, Texas 78040, which is within the city limits of the City, and the name of its initial registered agent at such address is _____, the City Manager, and a resident of the State of Texas.

ARTICLE IX
Incorporators

The names and addresses of the incorporators, each of whom is more than eighteen (18) years of age and a resident of the state of Texas, are:

Roberto Gonzalez	1515 E. Lane St. Laredo, Texas 78040
Cecilia Cisneros	5214 Brewster Dr., Laredo, Texas 78043
Roger Garcia	1312 Houston St., Laredo, Texas 78040

ARTICLE X
Approval of Certificate of Formation

Resolution No. 2019-R-___ approving the form and substance of this Certificate of Formation was adopted by the Laredo City Council on May 6, 2019.

ARTICLE XI
Director Liability

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, regardless of whether the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII
Limits on Use of Corporate Assets; Income of Corporation

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. The Local Government shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the Local Governments shall be deposited into such accounts or funds as determined by the governing body of the Local Government. No part of the Corporation's income shall inure to the benefit of any private interests.

ARTICLE XIII
Dissolution

13.01 If the Board of Directors or the Laredo City Council determines by resolution that the purposes for which the Corporation was formed have been substantially met and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the applicable law then in existence, provided that no certificate effecting a dissolution of the Corporation shall be executed without the prior consent of the City Council, as evidenced by a resolution approved by a majority vote.

13.02 Upon the dissolution of the Corporation, the title to all assets shall be transferred to the Local Government that created the Corporation. The Board of Directors shall notify the Local Government of such dissolution.

ARTICLE XIV
Public Instrumentality

The Corporation is a constituted authority and a public or governmental instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code. Although the Corporation is authorized to act on behalf of one or more governmental entities as provided in this Certificate, the Corporation is not a political subdivision or political authority of the State of Texas within the meaning of the Constitution and laws of the State of Texas, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreement, bond, debt, or obligation of the Corporation shall be deemed to be the agreement, bond, debt, or obligation, or the lending of credit, or a grant of public money or thing of value, of or by the Local Governments or any other political subdivision or authority or agency of the State of Texas, or a pledge of the faith and credit of any of them. No action of

the Corporation shall be an action of the Local Government or its agents or employees, and neither this Certificate nor any action by the Board or the City Council shall create a joint enterprise.

ARTICLE XV
Amendments

These Articles of Incorporation may be amended in either of the following manners: (i) the Board may file with the Local Government an application in writing requesting permission to amend the Articles of Incorporation, specifying in the application the amendment proposed to be made, and the governing body of the Local Government, after considering the application and each finding and determining that it is wise, expedient, necessary, or advisable that the proposed amendment be made, may authorize by resolution or ordinance that the proposed amendment be made, and then the Board may amend the Articles of Incorporation by adopting the amendment by resolution at a meeting of the Board and filing the amendment with the Office of the Texas Secretary of State, or (ii) the Local Government may at any time, alter or change the structure, organization, programs, activities, or duration of the Corporation, subject to any limitations on the impairment of contracts entered into by the Corporation, by adopting an amendment to the Articles of Incorporation of the Corporation and filing the amendment with the Office of the Texas Secretary of State.

ARTICLE XVI
Effective Date; Authorization to File

This Certificate shall be effective when fully executed and filed with the Office of the Texas Secretary of State. Each of the undersigned executes this instrument subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that he and she is authorized to execute this instrument.

CITY OF LAREDO

_____
Incorporator

_____
Incorporator

_____
Incorporator

ACKNOWLEDGMENTS

CITY OF LAREDO
This instrument was acknowledged before me on this _____ day of _____ 2019, by x x, being sworn on his oath that he is an individual residing in the City of Laredo, Webb County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

_____
Notary Public State of Texas

BYLAWS OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

A Texas Non-Profit Local Government Corporation created by and on behalf of the City of Laredo, Texas.

ARTICLE I
Corporation Name and Location

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the "Corporation"). The principal location of the Corporation is 2600 Cedar Avenue, Laredo, Texas 78040. In the alternative, the Corporation shall meet at 1415 Chihuahua Street, Laredo, Texas 78040 and legally described as Lots 1 through 6, Block 792, Eastern Division, City of Laredo.

ARTICLE II
Organizational Policy

The Corporation is local government corporation and shall be operated under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431") and Chapter 22, Business Organizations Code ("Chapter 22").

ARTICLE III
Purpose and Authorization

3.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the "Local Government") to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

A. Create and promote an urban food system for the City of Laredo (the "City") by increasing access to local fresh food for low income citizens and the community at large;
B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the City to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer's markets, and farm to school as economic generators for local food security;
C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
D. Cultivate water, soil, and air sustainability opportunities;
E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
F. Develop policy and incentives for the local food industry; and
G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic,

environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

3.02 To accomplish said goals and purpose, the Corporation shall be authorized to:

A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
B. Acquire and hold title to and interests in real and personal property;
C. Accept funds and property appropriated by the Local Governments and by other entities;
D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
E. Accept donations of funds, services and things of value;
F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing bodies of the Local Governments, as evidenced by approval of an ordinance, order or resolution; and
G. Engage in other lawful activities to accomplish the governmental purpose stated above.

3.03 *Local Government Corporation.* The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

3.04 *Non-Profit Corporation.* The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law or their successor.

3.05 *Governmental Entity* for *Immunity.* The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code.

ARTICLE IV
LIMITATION OF METHODS

The Corporation shall be nonpartisan, non-sectarian, and non-discriminatory regardless of religious, educational, and/or cultural backgrounds, as well as gender and/or sexual orientation.

ARTICLE V

BOARD OF DIRECTORS

5.01 *Powers Vested in Board.* All powers of the Corporation shall be vested in a Board of Directors consisting of eleven (11) Directors (the "Board") subject to the oversight of the City of Laredo and as otherwise provided in these Bylaws. The qualification, selection, terms, removal, replacement, and resignation of the members of the Board of Directors of the Corporation ("Director" or "Directors") shall be governed by Article VI of the Certificate of Formation ("Certificate").

5.02 *Initial Board and Transition.* The initial directors of the corporation ("Director" or "Directors") shall be those persons named in Article VII of the Certificate. To provide for terms which end at the end of a calendar month, each initial Director named in Article VII of the Certificate shall serve for the term prescribed in the Certificate. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Upon the expiration of the terms of office of the initial Directors, the subsequent Directors shall be appointed for a three (3) year term, or until his or her successor is appointed by the entity authorized to appoint the Director; provided, however, upon the death, resignation or removal of a Director, the entity responsible for that Director's appointment shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director.

5.03 *Governing Documents.* All other matters pertaining to the internal affairs of the Corporation shall be governed by these Bylaws, so long as these Bylaws are not inconsistent with the Certificate or the laws of the State of Texas.

5.04 *Voting Rights.* All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

5.05 *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Webb County, Texas, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the "Open Meetings Act"); provided that the notice of each meeting of the Board shall be posted on the official bulletin board designated by the City of Laredo for the posting of meetings of the Laredo City Council. The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act").

5.06 *Regular Meetings.* The Board shall have a minimum of eight (8) and a maximum of twelve (12) regular meetings each fiscal year at times at places as shall be designated, from time to time, by the Board.

5.07 *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board, the Secretary of the Board, the Treasurer of the Board, or by any two (2) of the Directors who are serving duly appointed terms of office at the time the meeting is called. A majority of the Board must be present for any special called or emergency meeting.

5.08 *Attendance.* After three unexcused absences, a Director is subject to removal from the Board of Directors. An absence is excused only if: (a) the absent member informed the Chair of his/her absence in advance, and (b) the Corporation votes to excuse the absence.

5.09 *Quorum.* A majority of the entire Board (six (6) Directors) shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. No action of the Board shall be valid or binding unless adopted by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.10 *Assent Presumed Without Express Abstention or Dissent.* A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless such person's dissent or abstention shall be entered in the minutes of the meeting or unless such person shall file written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

5.11 *Compensation of Directors.* Directors, as such, shall receive no salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes. The Corporation will reimburse any Director who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

5.12 *Conduct of Business.* At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine. At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence.

5.13 *Director's Reliance on Consultant Information.* A Director shall not be liable if, while acting in good faith and with ordinary care, such person relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

(a) one or more other officers or employees of the Corporation;
(b) an employee of a City;
(c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
(d) a committee of the Board of which the Director is not a member.

5.14 *Executive Director.* The Board is authorized to hire an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the chief executive officer of the Corporation and shall have the duties and powers as set forth in Article X of these Bylaws. The Board shall establish the compensation, and may establish duties and responsibilities of the Executive Director in addition to those prescribed by Article X of these Bylaws. The hiring and/or removal of the Executive Director shall be by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.15 *Attorneys and Consultants.* The Board may employ attorneys, auditors, certified accountants engineers, and such other professionals and consultants as may be required for the purposes of the Corporation from time to time.

ARTICLE VI
OFFICERS

6.01 *Titles and Term of Office.* The officers of the Corporation shall be a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. Each officer shall be a current Director. One person may hold more than one office, except the Chair shall not hold the office of Secretary. The term of office for each officer shall be one (1) year and shall serve from October 1 through the following September 30, except that such office shall terminate on the earlier of: (a) the date that the officer is replaced by the Board; or (b) the date that the officer is no longer a member of the Board.

All officers shall be appointed and subject to removal at any time, with or without cause, by affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

A vacancy in any office elected pursuant to this Article VI shall be filled by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

6.02 *Powers and Duties of the Chair.* The Chair shall preside the meetings of the Board and shall perform all duties incumbent upon his office; to authenticate, by his/her signature, when necessary, all the acts, orders, and proceedings of the meetings; to appoint all committees and committee chairs, and select topic and discussion material.

6.03 *Powers and Duties of the Vice Chair.* The Vice-Chair shall perform the duties of the Chair in his/her absence and shall perform such other duties as are levied. He/she shall provide leadership to the Corporation and assistance to all other Directors as needed.

6.04 *Powers and Duties of the Secretary.* The Secretary shall keep the minutes of all meetings of the Board; shall attend to the giving and serving of all notices; shall keep accurate records of Board actions, including sending out meeting announcements, distributing copies of minutes and agendas to each Director, and assuring that corporate records are maintained. The Secretary shall turn over to the successor all official records and documents of the Corporation.

6.05 *Powers and Duties of the Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into possession of the Corporation and shall safely keep the funds and securities. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; (ii) may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by such person for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation. The Treasurer must maintain a file of supporting documents open for examination by the Directors and present financial reports at meetings and when needed. The Treasurer shall turn over to the successor all the financial records of the Corporation.

6.06 *Compensation.* Officers shall serve without compensation for their duties, but are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with any policies that may be adopted by the Board. The Corporation will reimburse Officers who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. A receipt containing only purchases for the Corporation will be required for reimbursement to take place. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

ARTICLE VII
Financial Responsibilities

7.01 *Audit.* Not later than one hundred twenty (120) days after the close of each fiscal year, the Board shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation. The Corporation shall provide a copy of the completed audit to the City not later than fifteen (15) days after its receipt by the Corporation.

7.02 *Fiscal Year.* The Fiscal year of the Corporation shall begin on October 1 of each year.

7.03 *Annual Budget.*

(a) No later than ninety (90) days prior to the beginning of each fiscal year, the Board or the Executive Director (if the Corporation has employed an Executive Director) shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. The Budget must be approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. After approval by the Board, the Budget shall be submitted to each City for approval. Failure of a City to reject, to ask for additional information regarding, or to request modification of, the Budget approved by the Board on or before the thirtieth (30th) day after submission of the Budget to the City shall be

deemed an approval of the Budget by that City (and a request for additional information or for modification may be provided by an employee of a City).

(b) If the Board fails to approve the Budget, or if the Budget is not approved by the City, then the Budget for the prior fiscal year shall be deemed approved.

7.04 *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE VIII
CONTRACTS, CHECKS, and LOANS

8.01 *Contracts and Other Writings.* Except as otherwise provided by resolution of the Board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the Corporation shall be executed on its behalf by the Treasurer or other persons to whom the Corporation has delegated authority to execute such documents in accordance with policies approved by the Board.

8.02 *Checks, Drafts.* All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such Director, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

8.03 *Deposits.* All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depository as the Board may select.

ARTICLE IX
Indemnification of Directors and Officers

9.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article IX and the Certificate, each person who was or is made a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article IX shall continue as to a

person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article IX shall be deemed contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence or under theories of strict liability.

9.02 *Advance Payment.* The right to indemnification conferred in this Article IX shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 9.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article IX or otherwise.

9.03 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right which a Director or officer may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement or disinterested Directors or otherwise.

9.04 *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article IX.

9.05 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article IX shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the ninety (90) day period immediately following the date of the indemnification or advance notification.

9.06 *Savings Clause.* If this Article IX or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article IX as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X
Executive Director; Employees

10.01 *Powers and Duties of the Executive Director*

(a) *Chief Executive*. The Executive Director shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall be in general charge of the properties and affairs of the Corporation. The Executive Director has management and control of the properties and operations of the Corporation, including the powers of a general manager. The Executive Director will be responsible for implementing all orders and resolutions of the Board, and all other powers that are not specifically reserved to the Directors or the City will be executed by the Executive Director within the general guidelines and policies of the Board and the City.

(b) *Responsible for hiring and supervision of Employees*. The Executive Director shall be responsible for hiring and terminating the employees of the Corporation. All employees hired by the Executive Director shall be terminable at-will and not be provided any term or promise of employment.

(c) *Spending Authority*. The Executive Director is authorized to approve expenditures, make purchases, and enter into contracts on behalf of the Corporation which require an expenditure not to exceed $500 without Board approval as long as funds are budgeted and are available for the expenditure.

(d) *Annual Budget*. The Executive Director is responsible for the preparation of the Corporation's annual budget.

(e) *Annual Business Plan*. The Executive Director shall prepare a Corporation business plan (the "Business Plan") on an annual basis for review and approval by the Board. The Business Plan shall include such items and matters required by the Board and, at a minimum, shall include the following: (i) performance measures and benchmarks; and (ii) possible future activities.

10.02 *Corporation Employees*.

(a) The Executive Director shall be a full time employment position of the Corporation, except that the Board may contract with a person or entity as an independent contractor to serve as an Executive Director.

(b) The Corporation may contract with the City for utilization of employees of the City. The Corporation may, without compensation, use the services of employees of a City with the prior written consent of the City Manager. The Board is authorized to employ or contract for project-specific personnel to manage or operate a service provided by the Corporation.

ARTICLE XI
Compliance

11.01 It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

11.02 All directors, officers, and employees shall abide by the local and state civil and criminal laws regarding ethics, conflict of interest, official misconduct and other regulations and restrictions involving their official duties.

ARTICLE XII
Miscellaneous

12.01 *Seal.* The seal of the Corporation shall be such as may be from time to time approved by the Board. The seal of the Corporation shall not be required to be placed on a document in order for the document to be considered a valid act or agreement of the Corporation.

12.02 *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

12.03 *Books and Records.* The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its Board, a record of all actions taken by the Board, and a record of all actions taken by committees of the Board. In addition, the Corporation shall keep a copy of the corporation's Certificate of Formation and Bylaws as amended to date.

12.04 *City Access to Records of Corporation.* Notwithstanding the provisions of the Public Information Act or any exceptions contained therein to disclosure and the rights or limitations thereof regarding the review of records of Texas non-profit corporations, the City shall have a special right to review and obtain copies of the records of the Corporation, regardless of format, upon reasonable notice and during regular business hours of the Corporation; provided, however, such special right of access to the City shall not apply to records to which law or regulation expressly prohibit disclosure to third parties that would by definition include the City.

12.05 *Amendments*. A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the entire Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by resolution of the City Council to be effective.

City Council-Regular
Meeting Date: 05/06/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

SUBJECT

2019-R-64 A Resolution of the City of Laredo, Texas, authorizing the City's creation of the Laredo Center for Urban Agriculture and Sustainability, a local government corporation; approving the form of the certificate of formation and bylaws; containing other provisions relating to the subject; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On April 2, 2018, City Council approved a motion to fund a service agreement with an organization to be created for the implementation of goals, services, and tasks for urban agriculture and sustainability programs as well as the facilitation of the Laredo Food Policy Council. On September 13, 2018, the City Council approved a motion allocating funding for the organization to facilitate the Food Policy Council and propagate endemic shade tree species throughout the City of Laredo.

BACKGROUND

Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government. Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"). Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas. As prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application for approval of the Certificate.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this Resolution.

Attachments

City of Laredo

City Council

Meeting Date: 4/20/2026 **Appointment 12.**

SUBJECT
Appointment recommended to be approved by City Council of one (1) board representatives to the Laredo Center for Urban Agriculture and Sustainability (LCUAS) Board, in accordance with the bylaws. Ryan Cantu is being appointed by the current board under Apiculturist. This member will serve term ending March 31, 2029.

PREVIOUS COUNCIL ACTION
The resolution was presented to City Council on May 6, 2019. Since then, there have been changes to the board. The most recent board appointments were presented to Council on April 7, 2025, and were made in accordance with the bylaws.

BACKGROUND
As approved by council under budget appropriation. The Organization shall utilize funds to share the mission of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Moderate

Supporting goal(s)/policy(ies):
Goal 6.3 - Promote Sustainable Agriculture and Food Security (Viva Laredo Comprehensive Plan, p. 6.18)
"Encourage urban agriculture initiatives and partnerships that increase local food production and access to healthy foods."

Policy 6.3.2 - Support Urban Agriculture Programs (Viva Laredo Comprehensive Plan, p. 6.19)
"Facilitate the creation and governance of urban agriculture programs through public-private partnerships, community organizations, and educational institutions."

Relevance:
The agenda item directly contributes to the governance structure of LCUAS, which is an urban agriculture and sustainability initiative. By formalizing board appointments, the City is supporting the operational management and continuity of urban agriculture programs, aligning with Goal 6.3 and Policy 6.3.2. This supports local food production and community-based sustainability efforts, though the alignment is indirect because the agenda item focuses on board appointments rather than programmatic actions themselves.

Summary of alignment:
The appointment of LCUAS board members provides the institutional foundation necessary to implement urban agriculture and sustainability initiatives in Laredo. This action supports the intent of Goal 6.3 and Policy 6.3.2 by ensuring that programs promoting local food production and sustainability are governed effectively. While the agenda item does not implement specific agricultural projects, it strengthens organizational capacity, public-private collaboration, and oversight-critical components for achieving the City's urban agriculture objectives. Therefore, the alignment is moderate, intersecting with broader themes of sustainability, community engagement, and food security.

COMMITTEE RECOMMENDATION
N/A
STAFF RECOMMENDATION
Staff recommends that City Council approve the item.

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 #:	101-9810
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
No financial impact.

RESOLUTION NO. 2019-R-064

A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY'S CREATION OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY, A LOCAL GOVERNMENT CORPORATION; APPROVING THE FORM OF THE CERTIFICATE OF FORMATION AND BYLAWS; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government; and

WHEREAS, Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"); and

WHEREAS, Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas; and

WHEREAS, Chapter 394 further requires, as a condition of the filing of the Certificate, the governing body of the local government first to adopt a resolution finding the creation of a local government corporation to be wise, expedient, necessary or advisable, and approving the form of the Certificate; and

WHEREAS, the City Council of the City of Laredo finds that the creation of a local government corporation for the purpose of developing and implementing policies and programs that support the growth of urban agriculture and environmental sustainability practices in the City of Laredo (the "City") is wise, expedient, necessary and advisable, and will accomplish an important governmental purpose, namely, to enhance the welfare of the public; and

WHEREAS, the City Council desires to create the Laredo Center for Urban Agriculture and Sustainability, a local government corporation, to aid and act on behalf of the City to accomplish the said governmental purpose; and

WHEREAS, as prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application (the "Application," an accurate copy of which is attached hereto as Exhibit A) for approval of the Certificate in the form attached hereto as Exhibit A-1; and;

WHEREAS, the City Council desires to approve the Application and the form of the Certificate, specifically including the Corporation's initial Board of Directors named in the Certificate.

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

1. The City Council hereby authorizes the creation and incorporation of the Laredo Center for Urban Agriculture & Sustainability Local Government Corporation (the "Corporation") pursuant to Chapter 431, Texas Transportation Code.

2. The Corporation shall be governed by the Certificate of Formation attached hereto as **Exhibit A-1,** and the bylaws attached hereto as **Exhibit B,** both of which the City Council hereby approves.

3. The City Council affirms the appointment of the initial directors of the Corporation, who are named as initial directors in the Certificate of Formation attached hereto as **Exhibit A-1.**

4. The City Council authorizes the performance of any act deemed necessary by the City Manager to carry out the terms and provisions of this Resolution.

PASSSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this 6 **day of** May **2019.**

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

CERTIFICATE OF FORMATION
LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a majority of which are residents and qualified voters of the City of Laredo, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431") and Chapter 22, Business Organizations Code ("Chapter 22") do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I
Corporation Name

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the "Corporation").

ARTICLE II
Nature of Corporation

The Corporation is a public non-profit local government corporation created and operated in accordance with Chapter 431 of the Transportation Code and other applicable laws.

ARTICLE III
Duration of Corporation

The period of the duration of the Corporation shall be perpetual.

ARTICLE IV
Corporate Purpose and Authority

4.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the "Local Government") to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

A. Create and promote an urban food system for the City of Laredo by increasing access to local fresh food for low income citizens and the community at large;
B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the city to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer's markets, and farm to school as economic generators for local food security;

C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
D. Cultivate water, soil, and air sustainability opportunities;
E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
F. Develop policy and incentives for the local food industry; and
G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic, environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

4.02 The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

4.03 To accomplish said goals and purpose, the Corporation shall be authorized to:

A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
B. Acquire and hold title to and interests in real and personal property;
C. Accept funds and property appropriated by the Local Governments and by other entities;
D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
E. Accept donations of funds, services and things of value;
F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing body of the Local Government, as evidenced by approval of an ordinance, order or resolution; and
G. Engage in other lawful activities to accomplish the governmental purpose stated above.

4.04 The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

4.05 The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not

proprietary functions for all purposes of the Texas Torts Claims Act, Section 101.001, et. seq., Texas Civil Practice and Remedies Code.

4.06 The Corporation shall comply with all applicable provisions of the Texas Open Meetings Act (Chapter 551, Texas Government Code) and the Texas Public Information Act (Chapter 552, Texas Government Code).

4.07 References herein to consent or written consent by the City shall refer to an ordinance, resolution or order of the governing body of the City.

ARTICLE V
No Members or Shareholders

The Corporation shall have no members and shall have no stock.

ARTICLE VI
Board of Directors

6.01 All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting of the following eleven (11) Directors subject to the oversight of the City and as otherwise provided in the Bylaws:

1. A current City of Laredo Health Department representative;
2. A current City of Laredo Parks & Leisure Services Department representative;
3. A current City of Laredo Environmental Services Department representative;
4. A current Planning & Zoning Department representative;
5. A local Economic Development & Incentives Advisor;
6. A local Sustainable Restaurateur;
7. A local Private Sector Food System representative;
8. A local Urban Livestock Advocate or local Urban Agriculture & Sustainability Advocate;
9. A local Farmer Market's Executive Director or local Urban Agriculture & Sustainability Advocate;
10. A local Apiculturist or local Urban Agriculture & Sustainability Advocate;
11. A current Academic sector food sustainability representative;

6.02 Directors 1-5 (as numbered above) and their successors will be nominated by City Manager of the City of Laredo ("City Manager") and will be confirmed by the Laredo City Council. Directors 6-11 (as numbered above) will be nominated by the Board and will be confirmed by the Laredo City Council. The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VII, below. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation.

6.03 A prescribed by Section 431.102(c), Texas Transportation Code, a majority of the Directors shall be residents of the City.

6.04 The initial term of Director Nos. 1-5 shall expire on September 30, 2021. The initial term of Director Nos. 6-11 shall expire on September 30, 2020. After completion of the first term, the term of each Director shall be three years. Each Director shall serve a three-year term or until his or her successor is appointed, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Initial Directors and succeeding Directors may serve up to five consecutive terms.

6.05 Vacancies on the Board that occur before the end of the Director's term shall be filled in the same manner as appointments made pursuant to Article 6.02.

6.06 The Directors may be removed at any time, with or without cause, in the same manner as appointments made pursuant to Article 6.02.

6.07 Director 2 shall serve as chair of the Board until September 30, 2020. Annually thereafter, a chair shall be elected by majority vote of the entire Board.

6.08 A Director may choose to resign at any time if he/she feels unable to fulfill the responsibilities of the position. Written notice must be made to the Chair via mail, email, electronic notice. Resignations will be announced and made official at the following regular Board Meeting.

6.09 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

ARTICLE VII
Initial Directors

The initial Directors of the Corporation shall be as follows:

POS. NO. & NAME	
1. Guillermo Walls	2600 Cedar Ave., Laredo, Texas 78040
2. Berman Rivera	2201 Piedra China St., Laredo, Texas 78043
3. John Porter	619 Reynolds St., Laredo, Texas 78040
4. James Kirby Snideman	1120 San Bernardo Ave. #2, Laredo, Texas 78040
5. Roger Garcia	1312 Houston St., Laredo, Texas 78040
6. Roberto Gonzalez	1515 E. Lane St., Laredo, Texas 78040
7. Gabriela Fernandez	6950 McPherson Rd. Ste. C, Laredo, Texas 78041
8. Landen Gulick	7209 E. Saunders St. Ste. 5, Laredo, Texas 78041
9. Priscila Iglesias	1000 Zaragoza St. #107, Laredo, Texas 78040
10. Cecilia Cisneros	5214 Brewster Dr., Laredo, Texas 78043
11. Marcela Uribe	5201 University Blvd. #ZSC-223C, Laredo, Texas 78041

ARTICLE VIII
Registered Office and Agent

The street address of the initial registered office of the Corporation is c/o City Manager, 1110 Houston St., Laredo, Texas 78040, which is within the city limits of the City, and the name of its initial registered agent at such address is _____, the City Manager, and a resident of the State of Texas.

ARTICLE IX
Incorporators

The names and addresses of the incorporators, each of whom is more than eighteen (18) years of age and a resident of the state of Texas, are:

Roberto Gonzalez	1515 E. Lane St. Laredo, Texas 78040
Cecilia Cisneros	5214 Brewster Dr., Laredo, Texas 78043
Roger Garcia	1312 Houston St., Laredo, Texas 78040

ARTICLE X
Approval of Certificate of Formation

Resolution No. 2019-R-___ approving the form and substance of this Certificate of Formation was adopted by the Laredo City Council on May 6, 2019.

ARTICLE XI
Director Liability

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, regardless of whether the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII
Limits on Use of Corporate Assets; Income of Corporation

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. The Local Government shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the Local Governments shall be deposited into such accounts or funds as determined by the governing body of the Local Government. No part of the Corporation's income shall inure to the benefit of any private interests.

ARTICLE XIII
Dissolution

13.01 If the Board of Directors or the Laredo City Council determines by resolution that the purposes for which the Corporation was formed have been substantially met and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the applicable law then in existence, provided that no certificate effecting a dissolution of the Corporation shall be executed without the prior consent of the City Council, as evidenced by a resolution approved by a majority vote.

13.02 Upon the dissolution of the Corporation, the title to all assets shall be transferred to the Local Government that created the Corporation. The Board of Directors shall notify the Local Government of such dissolution.

ARTICLE XIV
Public Instrumentality

The Corporation is a constituted authority and a public or governmental instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code. Although the Corporation is authorized to act on behalf of one or more governmental entities as provided in this Certificate, the Corporation is not a political subdivision or political authority of the State of Texas within the meaning of the Constitution and laws of the State of Texas, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreement, bond, debt, or obligation of the Corporation shall be deemed to be the agreement, bond, debt, or obligation, or the lending of credit, or a grant of public money or thing of value, of or by the Local Governments or any other political subdivision or authority or agency of the State of Texas, or a pledge of the faith and credit of any of them. No action of

the Corporation shall be an action of the Local Government or its agents or employees, and neither this Certificate nor any action by the Board or the City Council shall create a joint enterprise.

ARTICLE XV
Amendments

These Articles of Incorporation may be amended in either of the following manners: (i) the Board may file with the Local Government an application in writing requesting permission to amend the Articles of Incorporation, specifying in the application the amendment proposed to be made, and the governing body of the Local Government, after considering the application and each finding and determining that it is wise, expedient, necessary, or advisable that the proposed amendment be made, may authorize by resolution or ordinance that the proposed amendment be made, and then the Board may amend the Articles of Incorporation by adopting the amendment by resolution at a meeting of the Board and filing the amendment with the Office of the Texas Secretary of State, or (ii) the Local Government may at any time, alter or change the structure, organization, programs, activities, or duration of the Corporation, subject to any limitations on the impairment of contracts entered into by the Corporation, by adopting an amendment to the Articles of Incorporation of the Corporation and filing the amendment with the Office of the Texas Secretary of State.

ARTICLE XVI
Effective Date; Authorization to File

This Certificate shall be effective when fully executed and filed with the Office of the Texas Secretary of State. Each of the undersigned executes this instrument subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that he and she is authorized to execute this instrument.

CITY OF LAREDO

_____
Incorporator

_____
Incorporator

_____
Incorporator

ACKNOWLEDGMENTS

CITY OF LAREDO
This instrument was acknowledged before me on this _____ day of _____ 2019, by x x, being sworn on his oath that he is an individual residing in the City of Laredo, Webb County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

_____
Notary Public State of Texas

BYLAWS OF THE LAREDO CENTER FOR URBAN AGRICULTURE AND SUSTAINABILITY

A Texas Non-Profit Local Government Corporation created by and on behalf of the City of Laredo, Texas.

ARTICLE I
Corporation Name and Location

The name of the corporation is Laredo Center for Urban Agriculture and Sustainability (the "Corporation"). The principal location of the Corporation is 2600 Cedar Avenue, Laredo, Texas 78040. In the alternative, the Corporation shall meet at 1415 Chihuahua Street, Laredo, Texas 78040 and legally described as Lots 1 through 6, Block 792, Eastern Division, City of Laredo.

ARTICLE II
Organizational Policy

The Corporation is local government corporation and shall be operated under the provisions of Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431") and Chapter 22, Business Organizations Code ("Chapter 22").

ARTICLE III
Purpose and Authorization

3.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Laredo (the "Local Government") to accomplish their governmental purpose in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation:

A. Create and promote an urban food system for the City of Laredo (the "City") by increasing access to local fresh food for low income citizens and the community at large;
B. Offer educational programs for farmers, growers, gardeners and consumers from all parts of the City to actively learn and participate in the development of local and regional food systems by supporting urban agriculture, community gardens, home gardens, farmer's markets, and farm to school as economic generators for local food security;
C. Provide entrepreneurial opportunities for urban farmers by developing Community Supported Agriculture, employee-owned cooperative programs, and other revolving financing structures that support local income expansion;
D. Cultivate water, soil, and air sustainability opportunities;
E. Facilitate the Laredo Food Policy Council in order to provide a city-wide food security comprehensive plan;
F. Develop policy and incentives for the local food industry; and
G. Achieve a strong and sustainable local food system through the development of partnerships with local public, private, academic and philanthropic sectors to ensure economic,

environmental, and social sustainability relying on ecological principles, preserving natural resources, and reducing the impact created by food deserts in our urban environment.

3.02 To accomplish said goals and purpose, the Corporation shall be authorized to:

A. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
B. Acquire and hold title to and interests in real and personal property;
C. Accept funds and property appropriated by the Local Governments and by other entities;
D. Apply for grants of funds, services, and things of value and to accept awards of such grants;
E. Accept donations of funds, services and things of value;
F. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing bodies of the Local Governments, as evidenced by approval of an ordinance, order or resolution; and
G. Engage in other lawful activities to accomplish the governmental purpose stated above.

3.03 *Local Government Corporation.* The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation.

3.04 *Non-Profit Corporation.* The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law or their successor.

3.05 *Governmental Entity* for *Immunity.* The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code.

ARTICLE IV
LIMITATION OF METHODS

The Corporation shall be nonpartisan, non-sectarian, and non-discriminatory regardless of religious, educational, and/or cultural backgrounds, as well as gender and/or sexual orientation.

ARTICLE V

BOARD OF DIRECTORS

5.01 *Powers Vested in Board.* All powers of the Corporation shall be vested in a Board of Directors consisting of eleven (11) Directors (the "Board") subject to the oversight of the City of Laredo and as otherwise provided in these Bylaws. The qualification, selection, terms, removal, replacement, and resignation of the members of the Board of Directors of the Corporation ("Director" or "Directors") shall be governed by Article VI of the Certificate of Formation ("Certificate").

5.02 *Initial Board and Transition.* The initial directors of the corporation ("Director" or "Directors") shall be those persons named in Article VII of the Certificate. To provide for terms which end at the end of a calendar month, each initial Director named in Article VII of the Certificate shall serve for the term prescribed in the Certificate. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Upon the expiration of the terms of office of the initial Directors, the subsequent Directors shall be appointed for a three (3) year term, or until his or her successor is appointed by the entity authorized to appoint the Director; provided, however, upon the death, resignation or removal of a Director, the entity responsible for that Director's appointment shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director.

5.03 *Governing Documents.* All other matters pertaining to the internal affairs of the Corporation shall be governed by these Bylaws, so long as these Bylaws are not inconsistent with the Certificate or the laws of the State of Texas.

5.04 *Voting Rights.* All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

5.05 *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Webb County, Texas, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the "Open Meetings Act"); provided that the notice of each meeting of the Board shall be posted on the official bulletin board designated by the City of Laredo for the posting of meetings of the Laredo City Council. The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act").

5.06 *Regular Meetings.* The Board shall have a minimum of eight (8) and a maximum of twelve (12) regular meetings each fiscal year at times at places as shall be designated, from time to time, by the Board.

5.07 *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board, the Secretary of the Board, the Treasurer of the Board, or by any two (2) of the Directors who are serving duly appointed terms of office at the time the meeting is called. A majority of the Board must be present for any special called or emergency meeting.

5.08 *Attendance.* After three unexcused absences, a Director is subject to removal from the Board of Directors. An absence is excused only if: (a) the absent member informed the Chair of his/her absence in advance, and (b) the Corporation votes to excuse the absence.

5.09 *Quorum.* A majority of the entire Board (six (6) Directors) shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. No action of the Board shall be valid or binding unless adopted by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.10 *Assent Presumed Without Express Abstention or Dissent.* A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless such person's dissent or abstention shall be entered in the minutes of the meeting or unless such person shall file written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

5.11 *Compensation of Directors.* Directors, as such, shall receive no salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes. The Corporation will reimburse any Director who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

5.12 *Conduct of Business.* At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine. At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence.

5.13 *Director's Reliance on Consultant Information.* A Director shall not be liable if, while acting in good faith and with ordinary care, such person relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

(a) one or more other officers or employees of the Corporation;
(b) an employee of a City;
(c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
(d) a committee of the Board of which the Director is not a member.

5.14 *Executive Director.* The Board is authorized to hire an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the chief executive officer of the Corporation and shall have the duties and powers as set forth in Article X of these Bylaws. The Board shall establish the compensation, and may establish duties and responsibilities of the Executive Director in addition to those prescribed by Article X of these Bylaws. The hiring and/or removal of the Executive Director shall be by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

5.15 *Attorneys and Consultants.* The Board may employ attorneys, auditors, certified accountants engineers, and such other professionals and consultants as may be required for the purposes of the Corporation from time to time.

ARTICLE VI
OFFICERS

6.01 *Titles and Term of Office.* The officers of the Corporation shall be a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. Each officer shall be a current Director. One person may hold more than one office, except the Chair shall not hold the office of Secretary. The term of office for each officer shall be one (1) year and shall serve from October 1 through the following September 30, except that such office shall terminate on the earlier of: (a) the date that the officer is replaced by the Board; or (b) the date that the officer is no longer a member of the Board.

All officers shall be appointed and subject to removal at any time, with or without cause, by affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

A vacancy in any office elected pursuant to this Article VI shall be filled by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater.

6.02 *Powers and Duties of the Chair.* The Chair shall preside the meetings of the Board and shall perform all duties incumbent upon his office; to authenticate, by his/her signature, when necessary, all the acts, orders, and proceedings of the meetings; to appoint all committees and committee chairs, and select topic and discussion material.

6.03 *Powers and Duties of the Vice Chair.* The Vice-Chair shall perform the duties of the Chair in his/her absence and shall perform such other duties as are levied. He/she shall provide leadership to the Corporation and assistance to all other Directors as needed.

6.04 *Powers and Duties of the Secretary.* The Secretary shall keep the minutes of all meetings of the Board; shall attend to the giving and serving of all notices; shall keep accurate records of Board actions, including sending out meeting announcements, distributing copies of minutes and agendas to each Director, and assuring that corporate records are maintained. The Secretary shall turn over to the successor all official records and documents of the Corporation.

6.05 *Powers and Duties of the Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into possession of the Corporation and shall safely keep the funds and securities. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; (ii) may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by such person for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation. The Treasurer must maintain a file of supporting documents open for examination by the Directors and present financial reports at meetings and when needed. The Treasurer shall turn over to the successor all the financial records of the Corporation.

6.06 *Compensation.* Officers shall serve without compensation for their duties, but are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with any policies that may be adopted by the Board. The Corporation will reimburse Officers who used his/her own money for Corporation purposes once it is approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. A receipt containing only purchases for the Corporation will be required for reimbursement to take place. Any receipt presented to Board containing personal or other purchases will not be approved for reimbursement.

ARTICLE VII
Financial Responsibilities

7.01 *Audit.* Not later than one hundred twenty (120) days after the close of each fiscal year, the Board shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation. The Corporation shall provide a copy of the completed audit to the City not later than fifteen (15) days after its receipt by the Corporation.

7.02 *Fiscal Year.* The Fiscal year of the Corporation shall begin on October 1 of each year.

7.03 *Annual Budget.*

(a) No later than ninety (90) days prior to the beginning of each fiscal year, the Board or the Executive Director (if the Corporation has employed an Executive Director) shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. The Budget must be approved by the affirmative vote of five Directors or the majority of the Directors present at a meeting at which a quorum is present, whichever is greater. After approval by the Board, the Budget shall be submitted to each City for approval. Failure of a City to reject, to ask for additional information regarding, or to request modification of, the Budget approved by the Board on or before the thirtieth (30th) day after submission of the Budget to the City shall be

deemed an approval of the Budget by that City (and a request for additional information or for modification may be provided by an employee of a City).

(b) If the Board fails to approve the Budget, or if the Budget is not approved by the City, then the Budget for the prior fiscal year shall be deemed approved.

7.04 *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE VIII
CONTRACTS, CHECKS, and LOANS

8.01 *Contracts and Other Writings.* Except as otherwise provided by resolution of the Board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the Corporation shall be executed on its behalf by the Treasurer or other persons to whom the Corporation has delegated authority to execute such documents in accordance with policies approved by the Board.

8.02 *Checks, Drafts.* All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such Director, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

8.03 *Deposits.* All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depository as the Board may select.

ARTICLE IX
Indemnification of Directors and Officers

9.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article IX and the Certificate, each person who was or is made a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article IX shall continue as to a

person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article IX shall be deemed contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence or under theories of strict liability.

9.02 *Advance Payment.* The right to indemnification conferred in this Article IX shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 9.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article IX or otherwise.

9.03 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right which a Director or officer may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement or disinterested Directors or otherwise.

9.04 *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article IX.

9.05 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article IX shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the ninety (90) day period immediately following the date of the indemnification or advance notification.

9.06 *Savings Clause.* If this Article IX or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article IX as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X
Executive Director; Employees

10.01 *Powers and Duties of the Executive Director*

(a) *Chief Executive*. The Executive Director shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall be in general charge of the properties and affairs of the Corporation. The Executive Director has management and control of the properties and operations of the Corporation, including the powers of a general manager. The Executive Director will be responsible for implementing all orders and resolutions of the Board, and all other powers that are not specifically reserved to the Directors or the City will be executed by the Executive Director within the general guidelines and policies of the Board and the City.

(b) *Responsible for hiring and supervision of Employees*. The Executive Director shall be responsible for hiring and terminating the employees of the Corporation. All employees hired by the Executive Director shall be terminable at-will and not be provided any term or promise of employment.

(c) *Spending Authority*. The Executive Director is authorized to approve expenditures, make purchases, and enter into contracts on behalf of the Corporation which require an expenditure not to exceed $500 without Board approval as long as funds are budgeted and are available for the expenditure.

(d) *Annual Budget*. The Executive Director is responsible for the preparation of the Corporation's annual budget.

(e) *Annual Business Plan*. The Executive Director shall prepare a Corporation business plan (the "Business Plan") on an annual basis for review and approval by the Board. The Business Plan shall include such items and matters required by the Board and, at a minimum, shall include the following: (i) performance measures and benchmarks; and (ii) possible future activities.

10.02 *Corporation Employees*.

(a) The Executive Director shall be a full time employment position of the Corporation, except that the Board may contract with a person or entity as an independent contractor to serve as an Executive Director.

(b) The Corporation may contract with the City for utilization of employees of the City. The Corporation may, without compensation, use the services of employees of a City with the prior written consent of the City Manager. The Board is authorized to employ or contract for project-specific personnel to manage or operate a service provided by the Corporation.

ARTICLE XI
Compliance

11.01 It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

11.02 All directors, officers, and employees shall abide by the local and state civil and criminal laws regarding ethics, conflict of interest, official misconduct and other regulations and restrictions involving their official duties.

ARTICLE XII
Miscellaneous

12.01 *Seal.* The seal of the Corporation shall be such as may be from time to time approved by the Board. The seal of the Corporation shall not be required to be placed on a document in order for the document to be considered a valid act or agreement of the Corporation.

12.02 *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

12.03 *Books and Records.* The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its Board, a record of all actions taken by the Board, and a record of all actions taken by committees of the Board. In addition, the Corporation shall keep a copy of the corporation's Certificate of Formation and Bylaws as amended to date.

12.04 *City Access to Records of Corporation.* Notwithstanding the provisions of the Public Information Act or any exceptions contained therein to disclosure and the rights or limitations thereof regarding the review of records of Texas non-profit corporations, the City shall have a special right to review and obtain copies of the records of the Corporation, regardless of format, upon reasonable notice and during regular business hours of the Corporation; provided, however, such special right of access to the City shall not apply to records to which law or regulation expressly prohibit disclosure to third parties that would by definition include the City.

12.05 *Amendments*. A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the entire Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by resolution of the City Council to be effective.

City Council-Regular
Meeting Date: 05/06/2019
Staff Source: Cristian Rosas-Grillet, Assistant City Attorney

SUBJECT

2019-R-64 A Resolution of the City of Laredo, Texas, authorizing the City's creation of the Laredo Center for Urban Agriculture and Sustainability, a local government corporation; approving the form of the certificate of formation and bylaws; containing other provisions relating to the subject; and declaring an effective date.

PREVIOUS COUNCIL ACTION

On April 2, 2018, City Council approved a motion to fund a service agreement with an organization to be created for the implementation of goals, services, and tasks for urban agriculture and sustainability programs as well as the facilitation of the Laredo Food Policy Council. On September 13, 2018, the City Council approved a motion allocating funding for the organization to facilitate the Food Policy Council and propagate endemic shade tree species throughout the City of Laredo.

BACKGROUND

Chapter 431 of the Texas Transportation Code ("Chapter 431") authorizes the creation of a local government corporation to aid and act on behalf of a local government to accomplish any governmental purpose of the local government. Chapter 431 requires that a local government corporation be created in accordance with Chapter 394 of the Texas Local Government Code ("Chapter 394"). Chapter 394 provides that three or more persons (the "Incorporators," each of whom must be at least eighteen years old, residents of the local government, and citizens of the State of Texas) may incorporate a local government corporation by signing a Certificate of Formation (the "Certificate") and filing the Certificate with the Secretary of State of Texas. As prescribed by Section 394.011 of the Texas Local Government Code, the Incorporators have filed with the City a written application for approval of the Certificate.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this Resolution.

Attachments

City of Laredo

City Council

Meeting Date: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 13.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY - No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026).

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

ZC-032-2026
District V

Council District: District 5 **Zone Case:** ZC-032-2026

Letters sent to property owners: 12

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 4 to 2 vote recommended approval of the proposed special use permit amendment.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 04/20/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: P&F Properties, LLC, Owner; Geronimo Trevino Jr., 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 amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026).

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

ZC-032-2026

District V

PREVIOUS COUNCIL ACTION

On December 1, 2025, the City Council approved of a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption). Refer to Ordinance 2025-O-234.

On February 2, 2026, the City Council approved Ordinance No. 2026-O-26, which redefines the definition of “Bar” in the Code of Ordinances, Chapter 15, Article VI, Section 78.

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

BACKGROUND

Council District: V - Cm. Ruben Gutierrez

Proposed use: The proposed use is for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption).

- The applicant is requesting to remove condition number 20 on Ordinance 2025-O-234, to allow the consumption of alcohol on premise at the establishment

*****City of Laredo Land Development Code***:**

Definitions:

- Smoking establishment - shall mean an establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both: (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar legal substances and products to the customer; and (2) the on-site smoking of tobacco or other substances. These establishments are required to have isolated HVAC systems to remove smoke and odors. This definition shall be construed to include establishments known variously as, cigar lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives fifty (50) percent or more of its gross revenue on a quarterly basis (i.e., three (3) months) from the sale of alcoholic beverages for on-premise consumption or food sales.

- Tobacco Shop - shall mean an establishment whose main purpose is the sale of tobacco products (i.e. cigars, cigarettes, chewing and dipping tobacco, e-cigarettes, e-cigarette related products, and related tobacco smoking accessories) and in which the sale of other products is merely incidental and does not account for more than forty-five percent (45%) of the establishment's gross revenue. (Added Ord. No. 2014-O-153, 11/17/14)

- Drug and Tobacco Paraphernalia Shop (a/k/a Head Shop) - shall mean any premises or establishment having a substantial or significant portion of its stock in trade in drug paraphernalia or which has as its main purpose the offering for sale, or that presents or, displays for sale, drug paraphernalia, or items, equipment or products commonly used, intended to be used or commonly known to be used for the ingestion, inhalation, preparation or injection of illegal substances. (Added Ord. No. 2014-O-153, 11/17/14)

- Bar - shall mean an establishment whose primary business is the serving of alcoholic beverages for public consumption on the premises whether or not entertainment, dancing, or food items are also provided. For purposes of this definition, "primary business" means the establishment derives in excess of fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premise consumption. This definition does not include bona fide restaurants, hotels, motels, or sports related facilities such as golf courses, bowling alleys or sports arenas, or the serving of alcoholic beverages at publicly or privately sponsored events such as weddings, public celebrations, quinceaneras or the like." (Amended 2/4/13, Ord. No. 2013-O-005)

*****City of Laredo Code of Ordinances***:**

Chapter 15 – Health and Sanitation, Article VI - prohibits smoking in public places such as restaurants, bars, and places of employment (Ord. 2004-O-332). Only limited exceptions apply, such as tobacco specialty retail stores with isolated HVAC systems, outdoor areas set back from entrances, and private residences/clubs.

*****Texas Local Government Code – 211***:**

Sec. 211.013. CONFLICT WITH OTHER LAWS; EXCEPTIONS. (a) If a zoning regulation adopted under this subchapter requires a greater width or size of a yard, court, or other open space, requires a lower building height or fewer number of stories for a building, requires a greater percentage of lot to be left unoccupied, or otherwise imposes higher standards than

those required under another statute or local ordinance or regulation, the regulation adopted under this subchapter controls. If the other statute or local ordinance or regulation imposes higher standards, that statute, ordinance, or regulation controls.

Current Zoning District: B-4 zoning (Highway Commercial District)

Site: The site is currently occupied by a commercial plaza, which includes a restaurant and vacant suites.

Surrounding land uses: To the north of the site is Jacaman Road, commercial plazas and businesses, undeveloped land, and residential uses. To the east of the site is a commercial plaza, which includes, Fantasy Nail Bar, Republic Finance, BurgerIM, V&V Roofing, Endo Laredo Dispensary, Beltone, and AB Activewear Collection. To the south of the site is Eduardo's BBQ Steak and Mexican Grill, Military Wings, Hal's Restaurant Bar, FitClub Laredo, and TumbleQueen. To the west of the site is a commercial parking lot, a vacant commercial structure (previously a movie theater), and Sinatra Parkway.

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

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Jacaman Road 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: 12
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **4** to **2** vote recommended approval of the proposed special use permit amendment.

STAFF RECOMMENDATION

Staff supports the proposed special use permit amendment for the following reasons:

1. The recently adopted Ordinance 2026-O-26, which redefines the term bar, now allows alcohol consumption within a smoking establishment provided that no more than fifty percent (50%) of the establishment's gross quarterly revenue is derived from the sale or service of alcoholic beverages for on-premises consumption. The proposed use aligns with this updated definition.

2. The limitation on alcohol revenue ensures that the establishment does not operate as a traditional bar, but rather maintains its principal identity as a smoking establishment.

3. All conditions other than the amendment requested to removed condition number 20 of the special use permit, to allow alcohol consumption, shall remain the same.

General Note:

However, Staff still does not support the proposed special use permit for a Smoking Establishment. The proposed establishment does not comply with certain provisions of the Laredo Land Development Code. The site does not meet the required 800-foot separation distance, as the building is approximately 466 feet from the nearest residential zoning district. Additionally, the proposal does not meet the required parking standards, as 60 parking spaces are required but only 57 spaces are provided, resulting in a deficiency of three parking spaces.

Notice to the owner/applicant:

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

If approved, Staff suggest the following conditions:

1. The Special Use Permit is issued to Geronimo Trevino Jr, and shall be non-transferal.

2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.

3. The hours of operation shall be limited to, from Monday to Wednesday, 9:00am to 9:00pm, Thursday to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.

4. No person under 21 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.

5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of twenty-one years of age may enter the establishment unless accompanied by an adult parent or guardian.

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

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

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

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

10. Signage shall be consistent with the City’s Sign Ordinance for a B-1 Zoning District.

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

12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

13. The establishment shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.

14. The establishment shall undergo an annual Fire Inspection.

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

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

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

18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.

19. Establishment shall have an isolated HVAC systems to remove smoke and odors.

~~20. Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.~~

21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity’s ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.

22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable municipal codes

Is this change contrary to the established land use pattern?
The surrounding area does not contain any comparable or related uses.

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

Will change adversely influence living conditions in the neighborhood?
The proposed change is not anticipated to adversely influence living conditions in the surrounding neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for a smoking establishment.

Attachments

Maps
Site Plan
Zone Change Signage
Ordinance 2025-O-235
Ordinance 2026-O-26
Comp Plan Alignment
Draft Ordinance

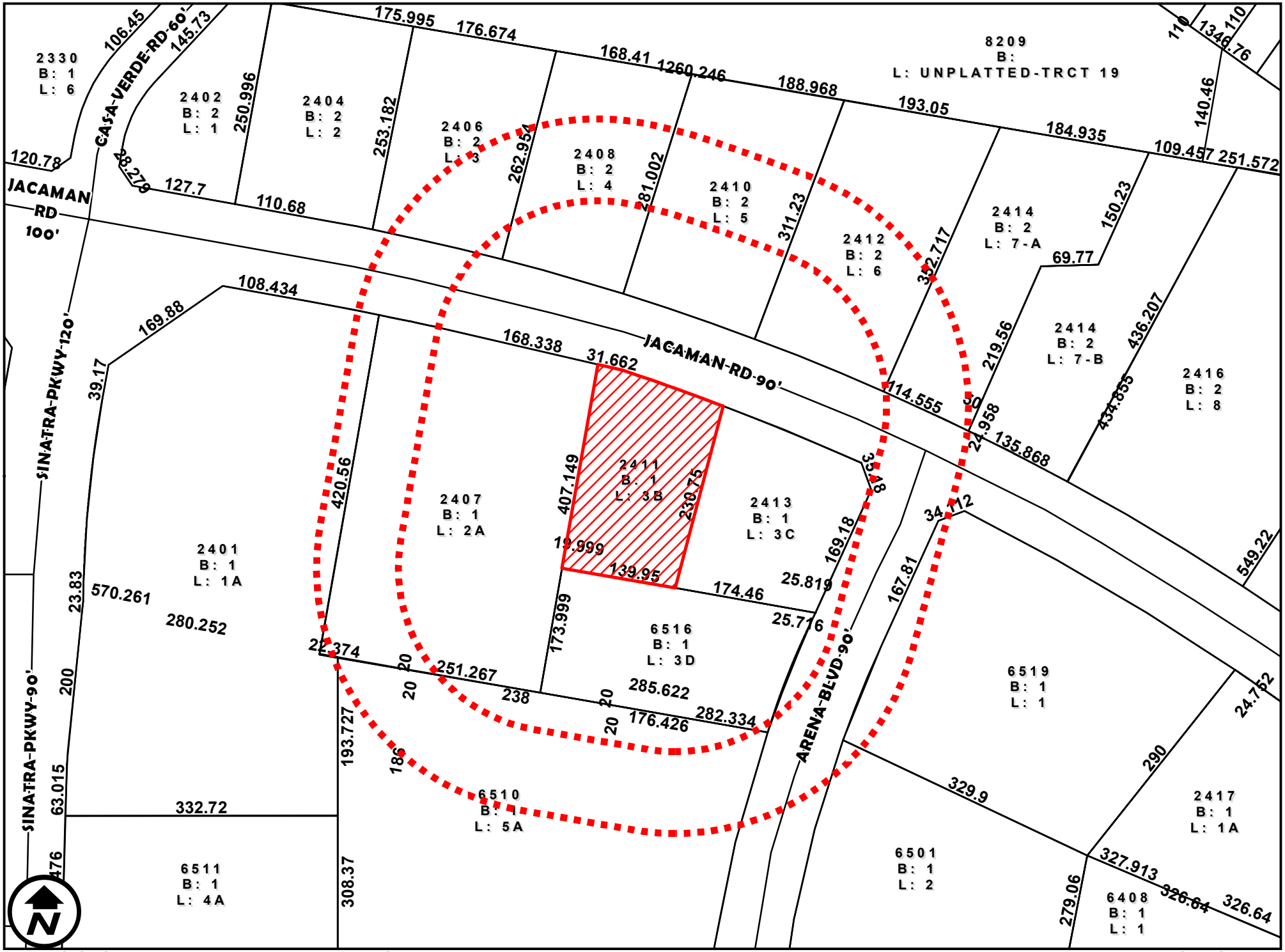


AERIAL MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

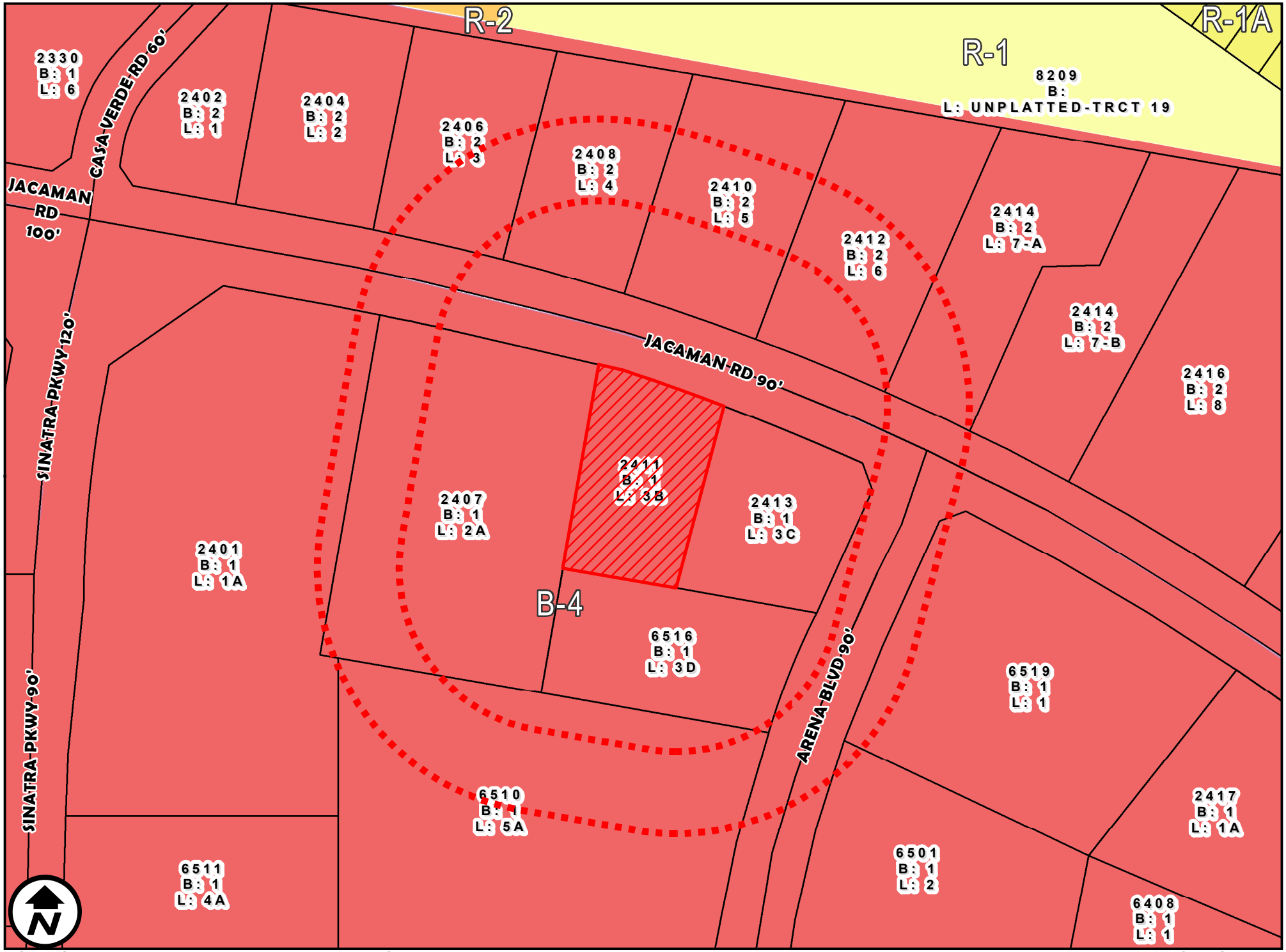


DIMENSIONS MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

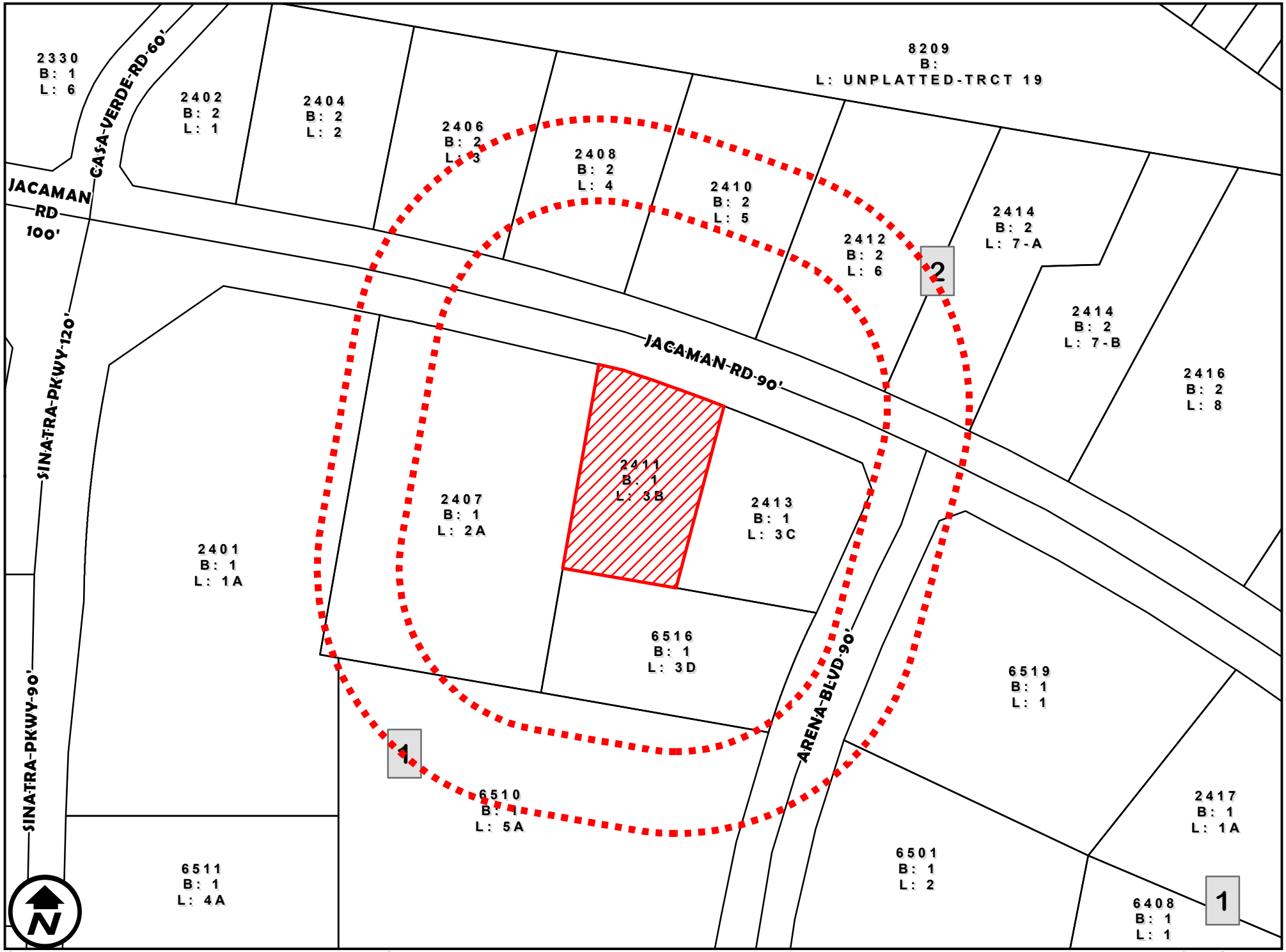


ZONING MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

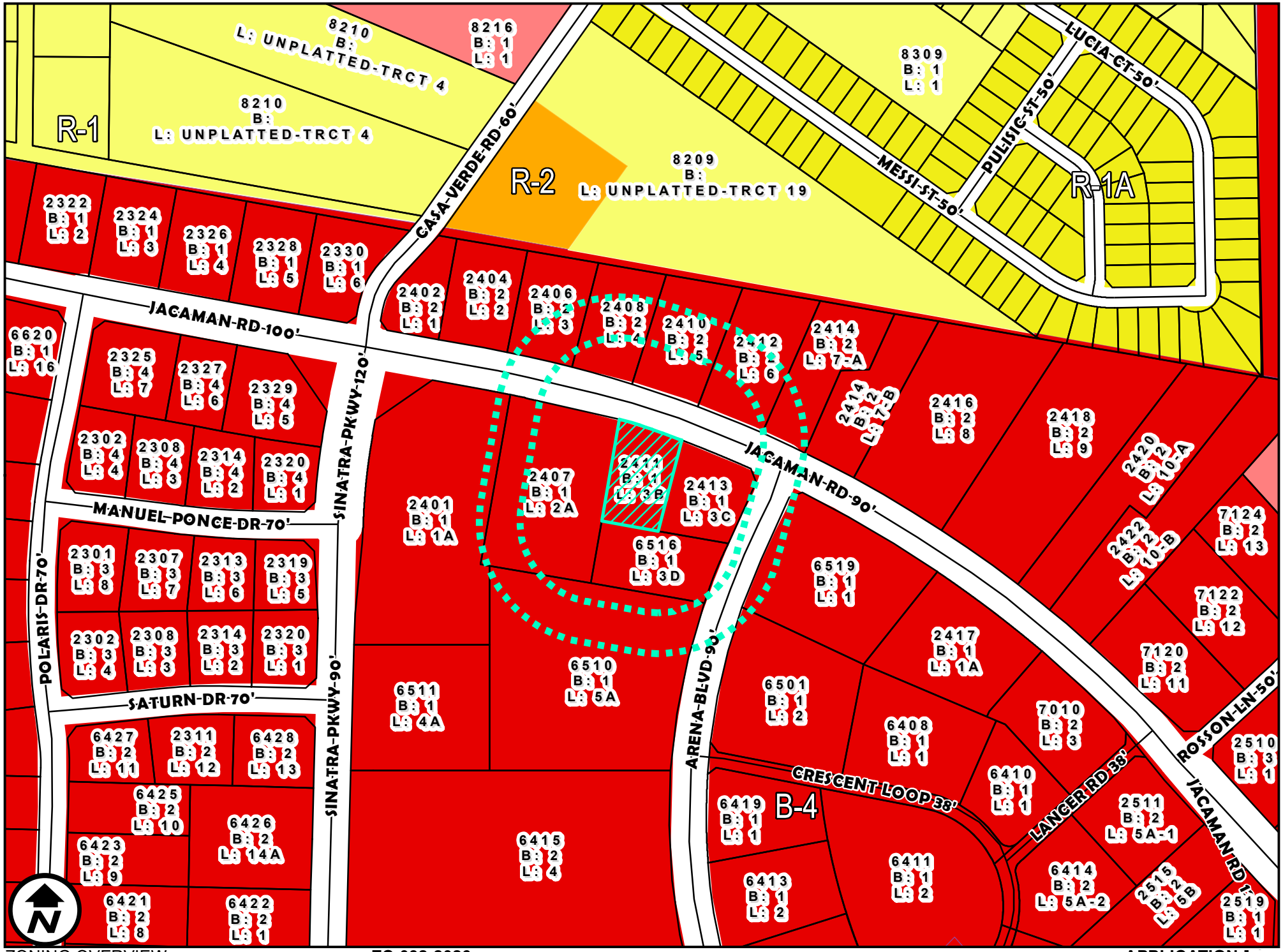


SURVEY MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

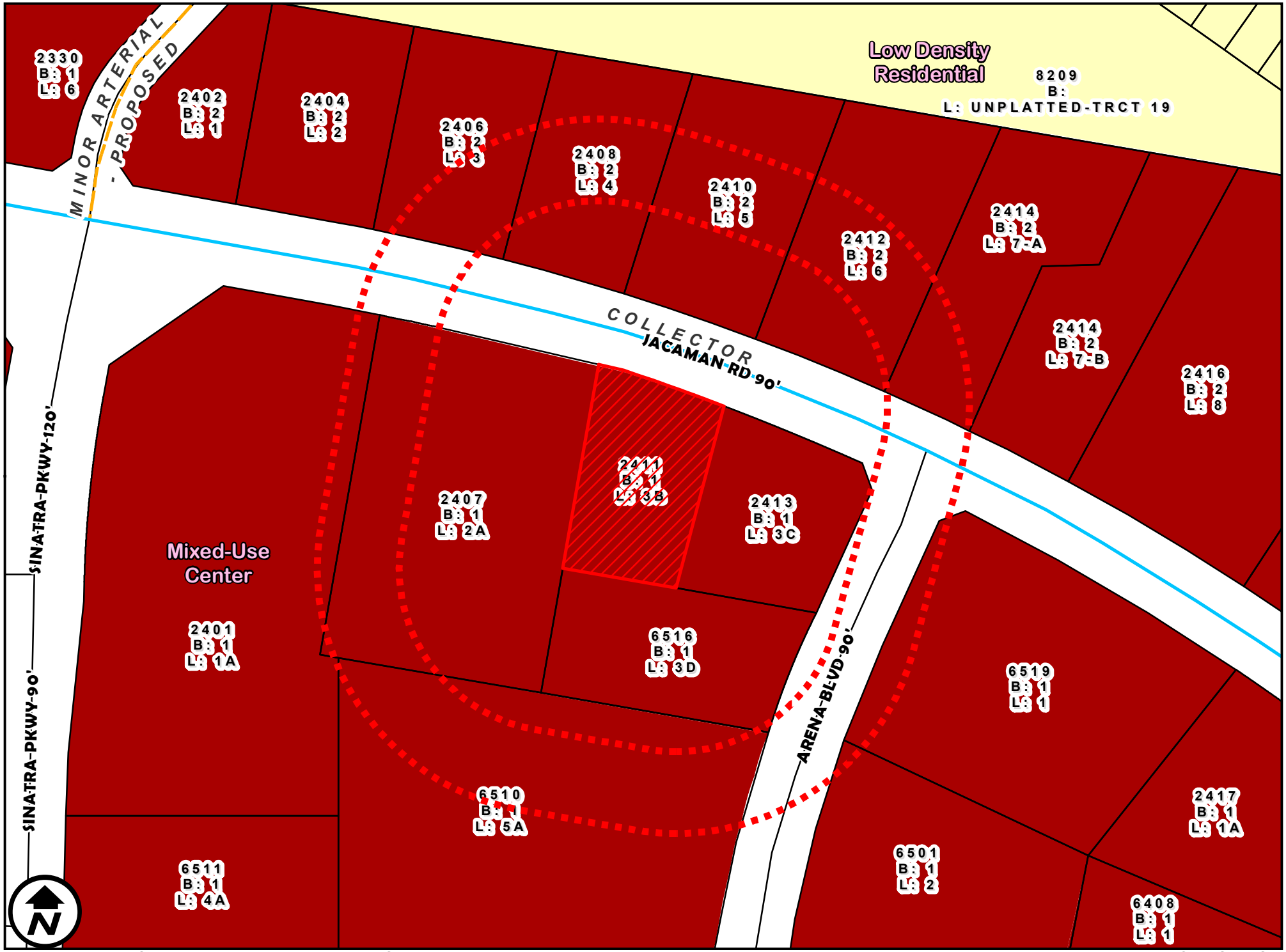


ZONING OVERVIEW

1 inch = 300 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) T
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

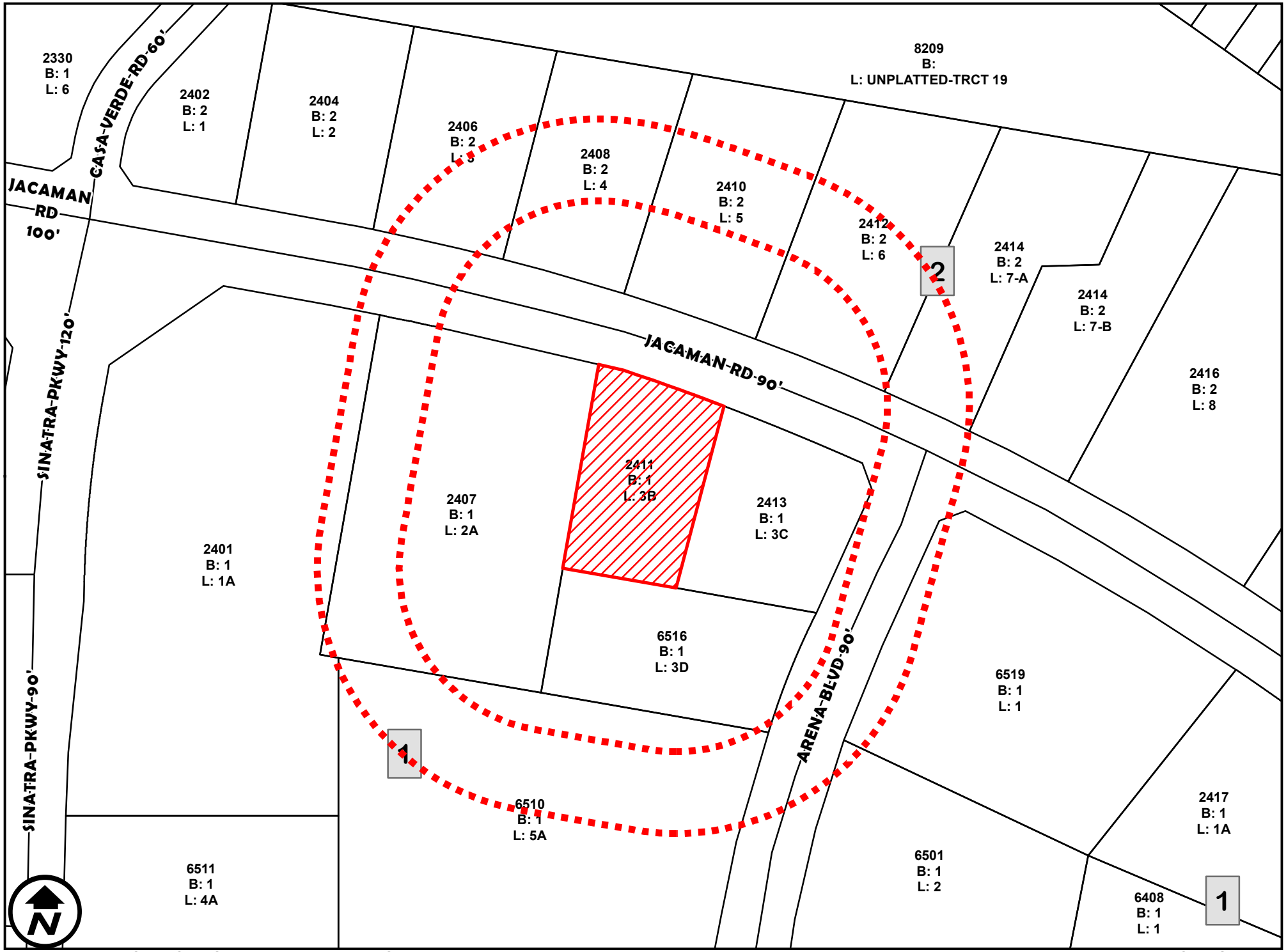


FUTURE LANDUSE

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)



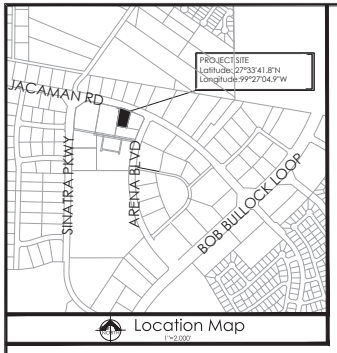
200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

EXHIBIT A



Location Map
1"=2,000'

CALL BEFORE YOU DIG
811 or 1-800-344-8377
Texas 811
www.texas811.org

EXISTING ZONING:

SECTION 24-77
DIMENSIONAL STANDARDS
B-4, HIGHWAY COMMERCIAL DISTRICT

FRONT YARD SET BACK: 25'
SIDE YARD SET BACK: 10'
REAR YARD SET BACK: 20'

TABLE 208.2 PARKING SPACES

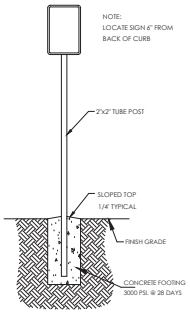
Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

2010 ADA STANDARD FOR ACCESSIBLE DESIGN

LEGEND

- EX. RUNOFF FLOW
- PR. RUNOFF FLOW
- EX. TRAFFIC FLOW
- PR. TRAFFIC FLOW
- TC: 500.00 / CG:500.00 — PR. TOP OF CURB
- FF= 511 — FINISH FLOOR ELEVATIONS
- FIRE HYDRANT
- WM — EX. WATER METER
- MH — EX. WASTEWATER MANHOLE
- PR. WASTEWATER MANHOLE
- W.L. — WATER LINE
- W.W.L. — WASTEWATER LINE

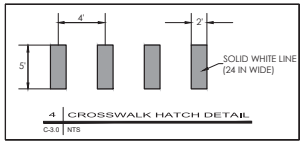
2 | STRIPED DETAIL
C-3.0 NTS



3 | SIGN ON POLE DETAIL
C-3.0 N.T.S.

KEY NOTE (CIVIL)

1. 4" YELLOW SOLID LINE (PARKING)
2. PROPOSED HANDICAP SIGN;REFER TO SHEET C-7 FOR ADDITIONAL DETAILS.
3. PROPOSED HANDICAP PARKING SPACE WITH 96" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60"
4. PROPOSED ACCESSIBLE ROUTE; MAXIMUM OF 5% SLOPE OTHERWISE USE TRUNCATED DOME SURFACE; REFER TO DETAILS IN SHEET C-7
5. PROPOSED CURB AND GUTTER TYPE A; REFER TO DETAIL 11 IN SHEET C-7.
6. PROPOSED CONCRETE SIDEWALK TO BE PLACED AT MINIMUM OF 1" BELOW BUILDING FINISH FLOOR (EXCEPT AT MAIN ENTRANCES; MATCH FINISH FLOOR)
7. PROPOSED LANDSCAPING AREA/TREE
8. PROPOSED REMOVAL AND PROPER DISPOSAL OF EXISTING ASPHALT PAVEMENT
9. PROPOSED CONCRETE WHEEL STOPS
10. PROPOSED DUMPSTER AREA; REFER TO ARCHITECTURAL PLANS FOR DETAILS.
11. PROPOSED CONCRETE STAIRS WITH HAND RAILING
12. PROPOSED HANDICAP RAM P WITH RAILING ON BOTH SIDES
13. PROPOSED YELLOW PAINT CURB ON AREAS WHERE CURVE IS HIGHER THAN 6"
14. PROPOSED BLOCK WALL; REFET TO DETAIL 5 IN THIS SHEET



4 | CROSSWALK HATCH DETAIL
C-3.0 NTS

CROSSWALK STRIPPING

When crosswalk lines are used, they shall consist of solid white lines that mark the crosswalk. They shall be not less than 150 mm (6 in) nor greater than 600 mm (24 in) in width.

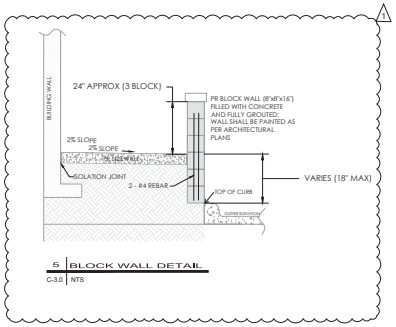
Guidance:

If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 1.8 m (6 ft). If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 1.8 m (6 ft) wide. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement or to the edge of the intersecting crosswalk to discourage diagonal walking between crosswalks For added visibility, the area of the crosswalk may be marked with white diagonal lines at a 45-degree angle to the line of the crosswalk or with white longitudinal lines parallel to traffic flow.

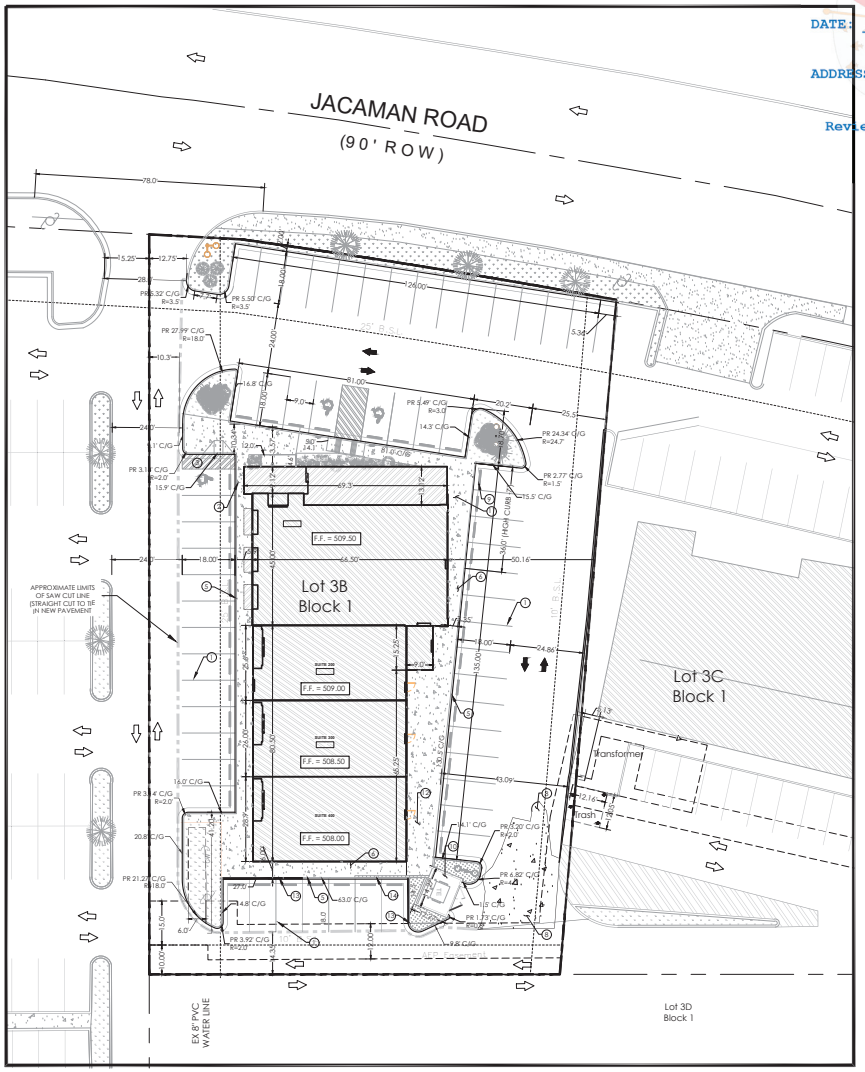
When diagonal or longitudinal lines are used to mark a crosswalk, the transverse crosswalk lines may be omitted. This type of marking may be used at locations where substantial numbers of pedestrians cross without any other traffic control device, at locations where physical conditions are such that added visibility of the crosswalk is desired, or at places where a pedestrian crosswalk might not be Expected.

Guidance:

If used, the diagonal or longitudinal lines should be 300 to 600 mm (12 to 24 in) wide and spaced 300 to 1500 mm (12 to 60 in) apart. The marking design should avoid the wheel paths, and the spacing should notexceed 2.5 times the line width.



5 | BLOCK WALL DETAIL
C-3.0 NTS



1 | DIMENSIONAL PLAN
C-3.0 1"= 20'

SUBJECT TO FIELD INSPECTION

redline
1119 FLORES AVE. STE 200 LAREDO, TEXAS 78040
956.727.5391 WWW.REDLINEARCHITECTURE.COM

DATE: 4/3/2024

ADDRESS: 2411 JACAMAN RD

Reviewed for Code Compliance

CASA AZUL RESTAURANT & PLAZA
2411 Jacaman Road (Including Suite 101)
Laredo, TX 78041

ENGINEER'S SEAL:
STATE OF TEXAS
DANIEL GOMEZ
90146
LICENSED
PROFESSIONAL ENGINEER
10.21.2022

No.	Description	Date
1.	Addendum 1	10.21.2022

Daniel Gomez Engineering, PC.
Firm Registration # 9224
7110 Rocio Dr. Suite #4
Laredo, Texas 78041
PH: 956.723.6636

DIMENSIONAL PLAN

Project number	861214.00;DG 2217
Date	10.21.2022
Drawn by	JF
Checked by	DG

C-3.0

Scale 1"=20'


40
400
ZC-032-2026
ATTENTION
PROPOSED
SPECIAL USE PERMIT

ORDINANCE NO. 2025-O-234

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A SMOKING ESTABLISHMENT (CIGAR LOUNGE ONLY - NO ON-PREMISE ALCOHOL CONSUMPTION) ON LOT 3B, BLOCK 1, LAREDO ARENA SUBDIVISION, UNIT 4, LOCATED AT 2411 JACAMAN ROAD, SUITE 400 (APPROXIMATELY 1,469 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Smoking Establishment (Cigar Lounge ONLY - No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 16, 2025; and,

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

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

WHEREAS, the City Council has held a public hearing on November 17, 2025, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet).

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

1. The Special Use Permit is issued to Geronimo Trevino Jr, and shall be non-transferal.
2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to ~~Thursday~~ Wednesday, 9:00am to 9:00pm, Thursday ~~Friday~~ to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.
4. No person under 21 ~~18~~ years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.
5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of ~~eighteen~~ twenty-one years of age may enter the establishment unless accompanied by an adult parent or guardian.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
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10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The establishment shall undergo an annual Fire Inspection.
15. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. All permits, licenses, certifications and inspections required by the codes and

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

17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.
19. Establishment shall have an isolated HVAC systems to remove smoke and odors.
20. Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.
21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.
22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable 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 1st DAY OF December, 2025.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-076-2025

(Special Use Permit for a **Smoking Establishment – Cigar Lounge with On-Premise Alcohol Consumption**, located at 2411 Jacaman Road, Suite 400)

---

1. Level of Alignment

☑ **Weak/None** – The proposed Special Use Permit to authorize a smoking establishment with on-premise alcohol consumption **conflicts with both the City's Code of Ordinances and the policy intent** of the Viva Laredo Comprehensive Plan. The **Future Land Use Map** identifies the site as part of a **Mixed-Use Center**; however, the proposed use—particularly one involving indoor smoking and alcohol service—does not contribute to the Plan's stated goals for health, sustainability, and compatible mixed-use environments.

---

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

- **Policy 7.1.1 (Public Health and Well-Being)** – *"Promote a healthy and safe environment for all residents by supporting policies that reduce exposure to pollutants, improve air quality, and create healthier living and working environments."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 7.18.
  Relevance: The proposed use conflicts with this policy because it introduces a smoking establishment into an area intended for mixed commercial activity, increasing potential exposure to smoke and odors for workers and nearby patrons.
- **Policy 3.2.4 (Urban Design)** – *"Promote compatible transitions between commercial, mixed-use, and residential areas to protect the character and livability of neighborhoods."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 3.41.
  Relevance: While the property lies within a commercial corridor, the intensity of a cigar lounge with alcohol consumption is inconsistent with adjacent retail and dining uses envisioned as "family-oriented and walkable" under the Mixed-Use Center designation.
- **Policy 1.2.1 (Land Use Patterns)** – *"Ensure that new commercial or entertainment uses are located where infrastructure and surrounding uses can support them, without creating nuisances or safety issues."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 1.27.
  Relevance: The site fails to meet parking and separation requirements, and the proposed use introduces activity that may conflict with the character and intent of the surrounding commercial plaza.
- **No supporting goals** in the Comprehensive Plan explicitly endorse indoor smoking establishments or on-premise alcohol use in mixed-use corridors.
  Source: No applicable goal or policy identified in the Viva Laredo Comprehensive Plan.

---

3. Summary of Alignment

Although the **Mixed-Use Center** designation accommodates a range of retail, restaurant, and service uses, the **proposed cigar lounge with alcohol consumption** does not align with Viva Laredo's principles of **public health, compatibility, and sustainable land use**. The Plan emphasizes healthy environments and active, pedestrian-friendly corridors—conditions inconsistent with smoking establishments.

Furthermore, the proposed use fails to comply with local ordinances prohibiting smoking establishments with alcohol sales and does not meet distance or parking requirements outlined in the Land Development Code.

Accordingly, this case demonstrates **Weak/None alignment** with the Comprehensive Plan. It neither advances public health nor enhances the livability or walkability envisioned for the Jacaman Road corridor.


40
ZC-078-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT

GENERAL CODE ANALYSIS:

PROJECT DESCRIPTION: THIS PROJECT IS FOR A NEW RESTAURANT, THREE (3) SHELL SUITES AND SITE IMPROVEMENTS. THE THREE (3) SHELL SUITES ARE FOR FUTURE TENANTS AND WILL BE UNDER A SEPARATE PERMIT. THE RESTAURANT WILL BE THE ONLY OCCUPIED SPACE UNDER THIS PERMIT. THE RESTAURANT CONSIST OF A KITCHEN, DINING, BAR, WAITING AREA, AND RESTROOMS. PARKING LOT SERVICES TO INCLUDE CIVIL, STRUCTURAL AND MEP. SITE IMPROVMENTS CONSIST OF GRADING, UTILITY, PARKING LOT, SIDEWALKS, FIRE HYDRANT AND DRAINAGE SYSTEM INSTALLATIONS.

BUILDING USE:	RESTAURANT BUILDING
CONSTRUCTION TYPE:	V-B (ONE STORY)
FIRE SPRINKLERS:	AUTOMATIC SPRINKLER SYSTEM REQUIRED
OCCUPANCY:	GROUP B WITH ACCESSORY A-2 USES

(BLDG AREA HAS BEEN CALCULATED USING NON-SEPARATED USES)

UNITS	BUILDING AREAS
RESTAURANT	2,671 GSF
FUTURE SUITE 200	1,333 GSF
FUTURE SUITE 300	1,319 GSF
FUTURE SUITE 400	1,469 GSF
PATIO AREA	139 GSF
COVERED AREAS	438 GSF
TOTAL AFFECTED AREA	7,369 GSF

ACCESSIBILITY REQUIREMENTS:

SITE:	5 ACCESS POINTS ARE PROVIDED AND 3 ACCESSIBLE PER VESTING AUTHORITY
BUILDING COMMON WORK AREAS: (USED BY MORE THAN ONE PERSON)	ALL ARE ACCESSIBLE PER VESTING AUTHORITY REQUIREMENTS LISTED BELOW
ACCESSIBLE PARKING: (SEE SITE PLAN)	REFER TO BUILDING PLAN
VESTING AUTHORITIES:	ALL COMMON AREA AND SITE SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS OF THE ARCHITECTURAL BARRIER ACT (ARTICLE 9102) AND WITH THE UNITED STATES ACCESS BOARD, ADA 1998. REFER TO BUILDING PLAN.

EXTERIOR WALL FIRE RESISTIVE RATING (V-B CONST.)
BASED ON FIRE SEPARATION (TABLE 602)

X < 5	1 HOUR	X = FIRE SEPARATION DISTANCE
5' < X < 10'	1 HOUR	
10' < X < 30'	1 HOUR	
X > 30'	NR	

FIRE RESISTANCE RATING REQT'S:

STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS, TRUSSES	0 HOURS
BEARING WALLS EXTERIOR*	2 HOUR
INTERIOR	0 HOUR
NONBEARING WALLS & PARTITIONS EXTERIOR	0 HOURS
INTERIOR	0 HOURS
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS & JOISTS	0 HOURS
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS & JOISTS	0 HOURS

*FIRE SEPARATION DISTANCE IS GREATER THAN 10' ON ALL SIDES

BASED ON TABLES 601 AND 602 OF 2009 IBC.

*NOT APPLICABLE TO SCOPE OF THIS PROJECT

MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION (TABLE 704.8 - MAXIMUM EXTERIOR WALL OPENINGS)

UNPROTECTED OPENINGS GREATER THAN 30': NO LIMIT

PLUMBING FIXTURE COUNT: RESTAURANT

TOTAL OCCUPANTS: 83 / 2 (MEN & WOMEN) = 41.5

TOILET REQUIREMENTS
1:75
4 TOILETS PROVIDED

LAVATORY REQUIREMENTS
1:200
4 LAVATORYS PROVIDED

DRINKING FOUNTAIN REQUIREMENTS:
WATER BOTTLE SERVICES WILL BE PROVIDED

SERVICE SINK (1 MIN.):
1 PROVIDED

NOTE: FUTURE SUITES N/A BECUSE THEY ARE A SHELL AND NOT OCCUPIED.

EXIT TRAVEL DISTANCE:

ACCORDING TO SECTION 1015

RESTAURANT:
DIAGONAL DISTANCE = 73'-4"
1/2 OF DIAGONAL = 36'-8"
EXIT SEPARATION = 63'-0"
EXIT SEPARATION = 39'-4"
EXIT SEPARATION = 37'-4"

SUITE 200:
DIAGONAL DISTANCE = 53'-10"
1/2 OF DIAGONAL = 26'-11"
EXIT SEPARATION = 49'-8"

SUITE 300:
DIAGONAL DISTANCE = 53'-4"
1/2 OF DIAGONAL = 26'-10"
EXIT SEPARATION = 48'-0"

SUITE 400:
DIAGONAL DISTANCE = 54'-9"
1/2 OF DIAGONAL = 27'-4 1/2"
EXIT SEPARATION = 48'-0"

SECTION 1016 - CORRIDORS
-NO RATING REQUIRED WITH SPRINKLED BUILDING
-NO CORRIDORS IN BUILDING (ONLY WIN SUITE)

CODE ANALYSIS LEGEND:

- BUSINESS OCCUPANCY (B)
- RESTAURANT (A-2 KITCHEN & BAR)
- RESTURANT (A-2 WAITING AREA)
- RESTAURANT (A-2 DINING AREA) INTERIOR
- X SF (X OCC) — CALCULATED ROOM OCCUPANT LOAD
- PRIMARY EGRESS PATH
- SECONDARY EGRESS PATH
- BUILDING DIAGONAL EXIT SEPARATION DISTANCE
- EXIT TRAVEL DISTANCE MAX. NOT TO EXCEED 200'
- ONE-HOUR FIRE ASSEMBLY
  - FULL HEIGHT PARTITION
  - 5/8" TYP. X GYP BOARD ON EACH SIDE
- 20 — FIRE RATED DOOR (IN MINUTES) IF REQ'D

FIRE ALARM SYSTEM LEGEND:

- A — ANSULARY SYSTEM
- EE — EMERGENCY EXIT
- H — HEAT DETECTOR
- S — SMOKE DETECTOR
- EL — EMERGENCY LIGHTING
- FHS — FIRE HORN STROBE
- FS — FIRE STROBE
- FAP — FIRE ALARM PANEL
- FP — FIRE PULL

*ALARM SYSTEM TO COMPLY WITH LOCAL, INTERNATIONAL BUILDING CODE, NFPA AND U.L. VERIFY ALL LOCATIONS AND DEVICES WITH EQUIPMENT VENDOR AND/OR MEP DRAWINGS

OCCUPANT LOAD INFORMATION:

KITCHEN:
- KITCHEN #104:
FLOOR AREA = 480 GSF
OCCUPANCY (1:200) = 2.4
- BAR AREA:
FLOOR AREA = 220 GSF
OCCUPANCY (1:200) = 1.1

ASSEMBLY:
- WAITING #06:
FLOOR AREA = 98 GSF
OCCUPANCY (1:5) = 19.6

DINING:
- RESTAURANT #100:
FLOOR AREA = 748.32 GSF
OCCUPANCY (1:15) = 49.89
- PATIO AREA:
FLOOR AREA = 354.1 GSF
OCCUPANCY (1:15) = 23

FUTURE SUITE:
- ROOM #200:
FLOOR AREA = 1,240 GSF
OCCUPANCY (1:100) = 12.89

FUTURE SUITE:
- ROOM #300:
FLOOR AREA = 1,226 GSF
OCCUPANCY (1:100) = 12.66

FUTURE SUITE:
- ROOM #400:
FLOOR AREA = 1,340 GSF
OCCUPANCY (1:100) = 13.60

OVERALL BUILDING:
FLOOR AREA 7,369 GSF
TOTAL OCCUPANCY = 121.68 = 122OCCUPANTS
EXIT WIDTH REQ'D = 0.2 X 122 = 24.4"
EXIT WIDTH PROVIDED = 36" X 13 = 468" (36" MIN.)
9 EXITS PROVIDED WITH DIRECT ACCESS TO THE EXTERIOR.

TOTAL OCCUPANT LOAD FOR RESTAURANT = 83 OCCUPANTS

TOTAL OCCUPANT LOAD FOR FUTURE SUITES = 40 OCCUPANTS

SITE INFORMATION:

BUILDING ADDRESS:	2411 JACAMAN ROAD LAREDO, TEXAS 78041
LOT AND BLOCK NO:	LOT 3C, BLOCK 1 LAREDO ARENA SUBDIVISION
ZONING:	B-4
FLOOD PLAIN:	NOT APPLICABLE
LOT COVERAGE (APPROXIMATE):	9.67 %
TOTAL SITE SQUARE FOOTAGE:	76,230 SF (1.75 ACRES)
IMPERVIOUS:	*NOT REQUIRED
PERVIOUS:	*NOT REQUIRED
AFFECTED SITE TOTAL AREA:	*NOT REQUIRED
AFFECTED SITE PERVIOUS AREA:	*NOT REQUIRED
FUTURE SITE AREA:	*NOT REQUIRED

ZONING REQUIREMENTS (REFER TO SITE PLAN)

SETBACKS	
FRONT	25'-0"
REAR	20'-0"
SIDE	10'-0"
SIDE	20'-0"
PARKING:	
ACTUAL PARKING SPACES:	54
STANDARD SPACES:	51
ACCESSIBLE (STANDARD):	2
ACCESSIBLE (VAN):	1

CITY PARKING REQT'S:

RESTAURANT	2,671 SF @ 12 PER 1000 SF = 32.06
BUSINESS (FUTURE TENANT SHELL)	4,121 SF @ 1 PER 200 SF = 20.61
SPACES REQ'D:	53
SPACES SHOWN	54

ADA PARKING REQT'S:

	1 SPACES REQ'D PER A.1.2 TABLE 2

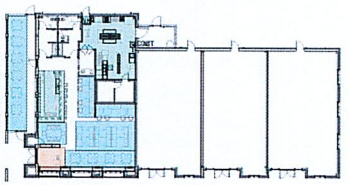
VERIFY ALL INFORMATION PROVIDED WITH CIVIL DRAWINGS, AS REQUIRED.
* REFER TO SHELL FOR MORE INFORMATION

BUILDING CODE INFORMATION:

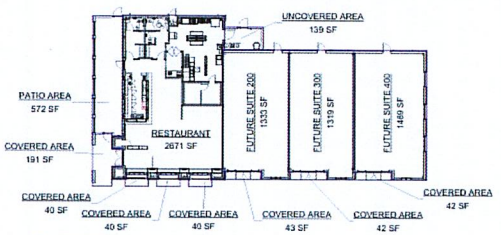
APPLICABLE BUILDING CODE:	2012 INTERNATIONAL BUILDING CODE 2012 INTERNATIONAL MECHANICAL CODE 2012 UNIFORM PLUMBING CODE 2015 INTERNATIONAL ENERGY CODE 2011 NATIONAL ELECTRIC CODE 2012 INTERNATIONAL FIRE CODE 2012 TEXAS ACCESSIBILITY STANDARDS w/ LOCAL AMENDMENTS
BUILDING AGENCY/JURISDICTION:	CITY OF LAREDO, TEXAS WEBB COUNTY
SEISMIC CATEGORY:	D
WIND EXPOSURE:	115 MPH; NOT APPLICABLE TO SCOPE OF WORK
SNOW LOAD:	0 LB/SF
FROST LINE DEPTH:	6"
SUSCEPTIBLE TO TERMITE DAMAGE:	YES, HEAVY. APPLICABLE TO SCOPE OF THIS PROJECT
WINTER DESIGN TEMPERATURE:	28°; NOT APPLICABLE TO SCOPE OF THIS PROJECT
ALLOWABLE BUILDING HEIGHT:	40'-0"
ALLOWABLE BUILDING STORIES:	2 STORIES
ACTUAL BUILDING HEIGHT:	28'-0"
ACTUAL BUILDING STORIES:	01 w/ MEZZANINE
OCCUPANCY SEPARATION:	PROVIDED BETWEEN RESTAURANT AND EACH FUTURE SUITE
SMOKE DETECTION AND FIRE ALARMS:	TO BE PROVIDED PER 2012 INTERNATIONAL FIRE CODE

HEIGHT DETERMINATION (SECTION 504.2):

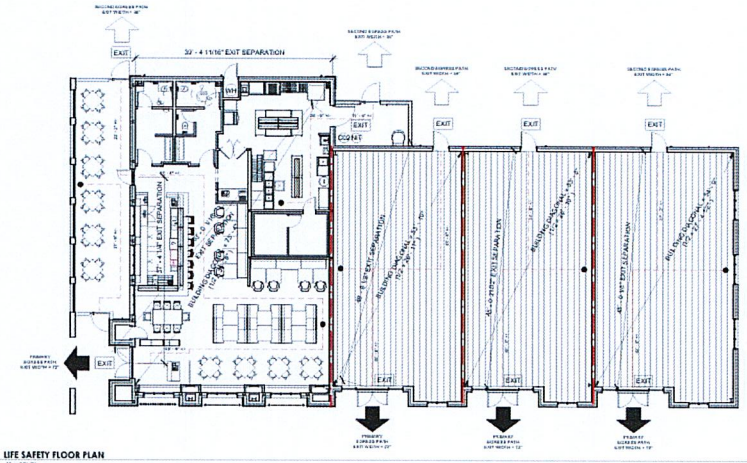
ALLOWED:	1 STORY - 40'-0" TALL
AUTOMATIC SPRINKLER HEIGHT INCREASE:	+0 STORY - +0'-0" TALL
	0 STORY - 0'-0" TALL
ALLOWED:	1 STORY - 28'-7" TALL
PROVIDED:	28'-0" (FROM LOWEST GRADE @ PERIMETER TO AVERAGE ROOF SERVICE HEIGHT)



2 OCCUPANT LOAD
1" = 20'-0"



3 AREA PLAN
1" = 20'-0"



1 LIFE SAFETY FLOOR PLAN
1" = 10'-0"

redline architecture
1119 FLORES AVE. STE 203 LAREDO, TEXAS 78040
956.727.5331 WWW.REDLINEARCHITECTURE.COM

CASA AZUL RESTAURANT & PLAZA

2411 Jacaman Road
Laredo, TX 78041

ARCHITECT'S SEAL:
7.15.2022
EXPIRES 9/30/2022

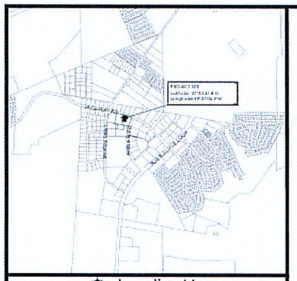
NO.	DESCRIPTION	REV.	DATE
1	60 SET / PERMIT SET	1	07.15.2022

LIFE SAFETY / BUILDING INFORMATION

Project number	861214.00
Date	07.15.2022
Drawn by	AT
Checked by	TLM

A002

Scale: As indicated



Location Map
NTS

CALL BEFORE YOU DIG
811 or 1-800-344-8377
Texas811
www.texas811.org

EXISTING ZONING:
SECTION 24.27
DIMENSIONAL STANDARDS
R-4 HIGHWAY COMMERCIAL DISTRICT
FRONT YARD SET BACK: 25'
SIDE YARD SET BACK: 10'
REAR YARD SET BACK: 20'

LEGEND

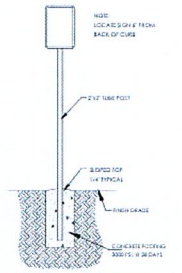
EX. FUNCTION
PR. FUNCTION
EX. TRAFFIC FLOW
PR. TRAFFIC FLOW
EX. TOP OF CURB
PR. TOP OF CURB
FINISH FLOOR ELEVATIONS
(SEE HATCHING)
EX. WATER METER
EX. WATER VALVE MANHOLE
PR. WASTEWATER MANHOLE
WATER LINE
WASTEWATER LINE

2 STRIPED DETAIL
C-3.0 NTS

TABLE 208.2 PARKING SPACES

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

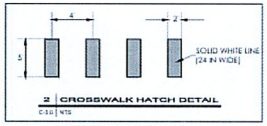
2010 ADA STANDARD FOR ACCESSIBLE DESIGN



3 SIGN ON POLE DETAIL
C-3.0 NTS

KEY NOTE (CIVIL)

1. 4" YELLOW SOLID LINE (PARKING)
2. PROPOSED HANDICAP SIGN,REFER TO SHEET C-7 FOR ADDITIONAL DETAILS.
3. PROPOSED HANDICAP PARKING SPACE WITH 96" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60'
4. PROPOSED ACCESSIBLE ROUTE; MAXIMUM OF 5% SLOPE OTHERWISE USE TRUNCATED DOME SURFACE. REFER TO DETAILS IN SHEET C-7
5. PROPOSED CURB AND GUTTER TYPE A1. REFER TO DETAIL 11 IN SHEET C-7.
6. PROPOSED CONCRETE SIDEWALK TO BE PLACED AT MINIMUM OF 1" BELOW BUILDING FINISH FLOOR (EXCEPT AT MAIN ENTRANCES; MATCH FINISH FLOOR)
7. PROPOSED LANDSCAPING AREA/TREE
8. PROPOSED REMOVAL AND PROPER DISPOSAL OF EXISTING ASPHALT PAVEMENT
9. PROPOSED CONCRETE WHEEL STOPS
10. PROPOSED DUMPSTER AREA. REFER TO ARCHITECTURAL PLANS FOR DETAILS.
11. PROPOSED CONCRETE STAIRS WITH HAND RAILING
12. PROPOSED HANDICAP RAMP WITH RAILING ON BOTH SIDES
13. PROPOSED YELLOW PAINT CURB ON AREAS WHERE CURVE IS HIGHER THAN 6"



2 CROSSWALK HATCH DETAIL
C-3.0 NTS

CROSSWALK STRIPPING

When crosswalk lines are used, they shall consist of solid white lines that mark the crosswalk. They shall be not less than 150 mm (6 in) nor greater than 600 mm (24 in) in width.

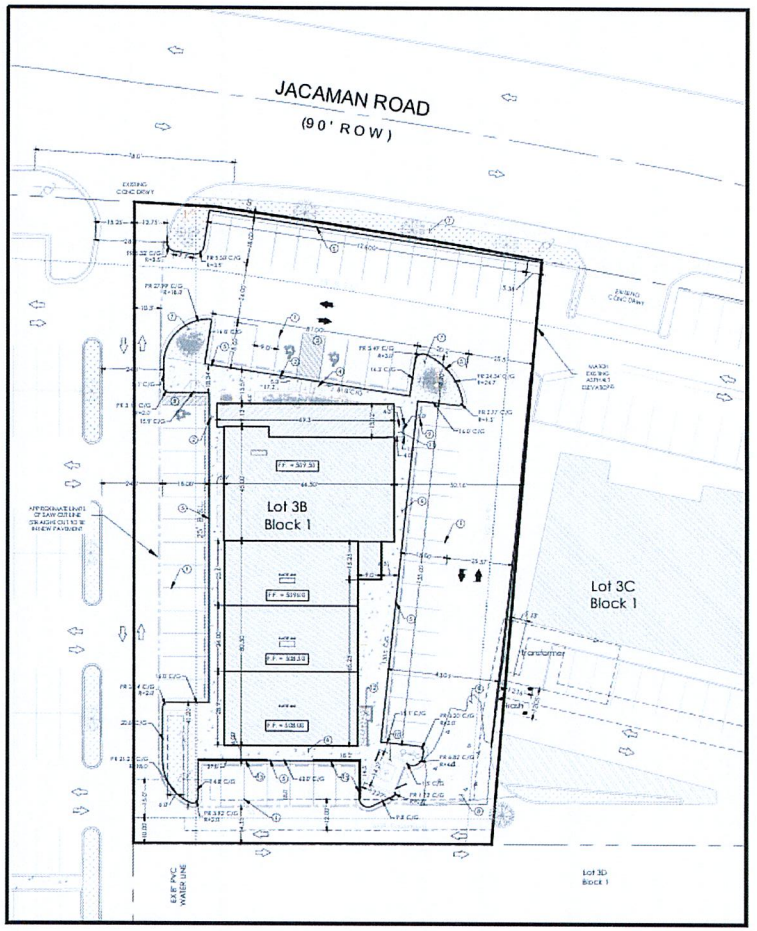
Guidance:

If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 1.8 m (6 ft). If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 1.8 m (6 ft) wide. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement up to the edge of the intersecting roadway to discourage diagonal walking between crosswalks. For added visibility, the areas of the crosswalk may be marked with white diagonal lines or a 45-degree angle to the line of the crosswalk or with white longitudinal lines parallel to traffic flow.

When diagonal or longitudinal lines are used to mark a crosswalk, the transverse crosswalk lines may be omitted. This type of marking may be used at locations where substantial numbers of pedestrians cross without any other traffic control devices, at locations where physical conditions are such that added visibility of the crosswalk is desired, or at places where a pedestrian crosswalk might not be expected.

Guidance:

If used, the diagonal or longitudinal lines should be 300 to 600 mm (12 to 24 in) wide and spaced 300 to 1500 mm (12 to 60 in) apart. The marking design should avoid the wheel paths, and the spacing should not exceed 2.5 times the line width.



1 DIMENSIONAL PLAN
C-3.0 1" = 20'

COMMENTS

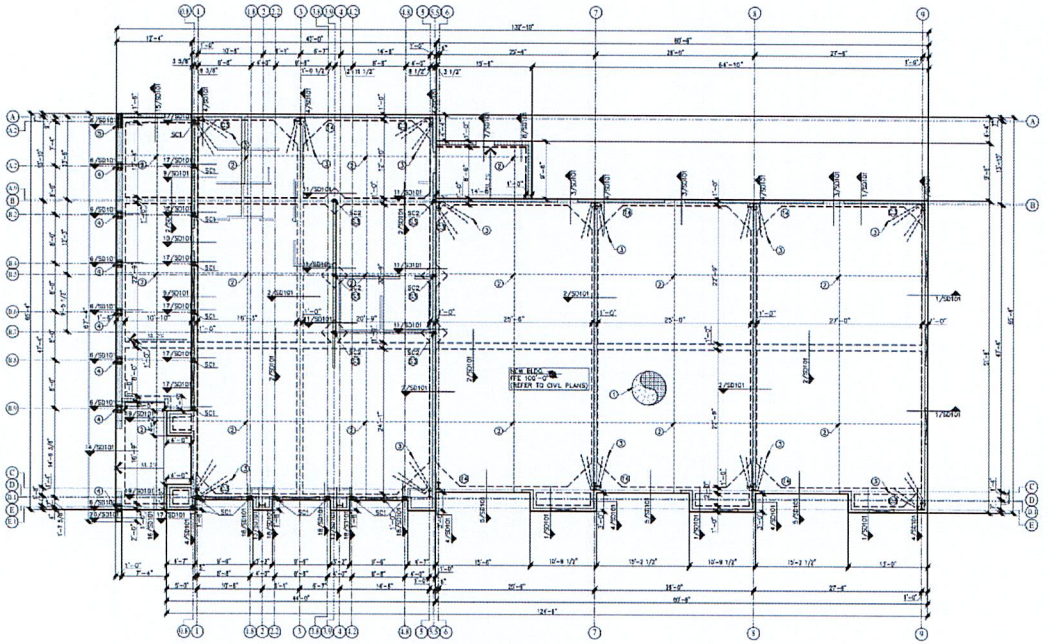
CASA AZUL PLAZA
2411 JACAMAN ROAD, LAREDO, TEXAS 78041
LAREDO ARENA SUBDIVISION, LOT 3B, BLOCK 1.

SHEET NAME
DIMENSIONAL PLAN

PROJECT ENGINEER:
Daniel Gomez Engineering PC
7110 McPolin Suite #4
El Paso, Texas 79912
Tel: 915.703.4636
Firm Registration #11224

STATE OF TEXAS
DANIEL GOMEZ
90146
LICENSED PROFESSIONAL ENGINEER

Date: 07.11.2022
Revision:
Project #: 2017
File Name: CASA AZUL
Drawn by: JESG
Scale: 1" = 20'
SHEET C-3.0



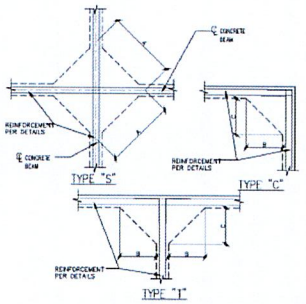
1 FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

FOUNDATION NOTES

1. SEE SHEET S001 FOR GENERAL NOTES.
2. SEE SHEET S002 FOR TYPICAL METAL STUDS WALL DETAILS.
3. SEE SHEET S003 FOR TYPICAL CMU WALL DETAILS.
4. SEE SHEET S004 FOR TYPICAL CONCRETE DETAILS.
5. FLOOR OPENING (F.O.) SHOWN ARE FOR LOCATION OF ALL OPENINGS. SIZES AND DETAILS OF OPENINGS ARE NOTED ON THE STRUCTURAL NOTES OR PLANS.
6. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS.
7. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY WORK. THE CONTRACTOR/ SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER BEFORE THE WORK HAS BEGUN.
8. WALL LEGEND
   - INDICATES 6" METAL STUD WALL. REFER TO SCHEDULE FOR TYPE AND GAGE.
   - INDICATES 8" CMU WALL WITH #5 BARS VERTICAL @ 32" O.C. AND (2) #5 BARS HORIZONTAL @ 48" O.C.
9. ABBREVIATIONS
   - ELC=CENTER LINE COLUMN
   - FOC=FACE OF COLUMN
   - FOW=FACE OF WALL
   - FFE=FINISH FLOOR ELEVATION
10. ALL ELEVATIONS REFERENCED HEREIN, ARE FROM THE BUILDING FINISH FLOOR ELEVATION OF 100'-0". REFER TO CIVIL PLANS FOR FINAL BUILDING ELEVATION.
11. REFER TO DETAIL 1/S003 FOR CMU CONTROL JOINTS UNLESS NOTED OTHERWISE. CONTROL JOINTS SHALL START AT 10 FT FROM EDGES OR CORNERS AND 20 FT O.C. IN BETWEEN.
12. REFER TO DETAIL 2&3/S101 FOR HAIRPINS AT RIGID FRAMES COLUMNS.

KEYED FOUNDATION NOTES

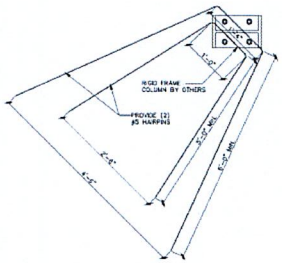
1. 6" THICK SLAB ON GRADE WITH #4 BARS @ 15" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 10 MIL VISQUEEN MOISTURE BARRIER OVER APPROVED COMPACTED FILL.
2. SLAB CONTROL JOINTS, SEE DETAIL 1/S001
3. HAIRPINS FOR ANCHOR BOLTS AT SLAB, RE 2 & 3/S101.
4. CMU PILASTER 12x16 WITH (4) #5 BARS VERTICAL WITH #3 TIES @ 8" O.C.
5. CMU PILASTER 12x32 WITH (4) #5 BARS VERTICAL WITH #3 TIES @ 8" O.C.



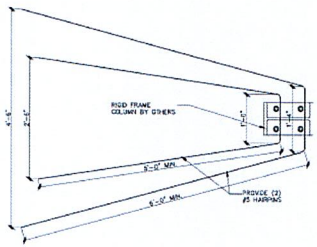
FOOTING SCHEDULE

TYPE	A	B	C	D	REINFORCING
F1		1'-0"	1'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F2		2'-0"	2'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F3		3'-0"	3'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F4		4'-0"	4'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F5		5'-0"	5'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S3	3'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S4	4'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S5	5'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S6	6'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S7	7'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C1		1'-0"	1'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C2		2'-0"	2'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C3		3'-0"	3'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C4		4'-0"	4'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C5		5'-0"	5'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM

NOTE: D = FOOTING DEPTH BELOW FINISH FLOOR



3 TYPICAL HAIR-PINS AT CORNER COLUMNS
SCALE: 1" = 1'-0"

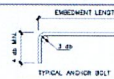


2 TYPICAL HAIR-PINS AT COLUMNS
SCALE: 1" = 1'-0"

STEEL COLUMN SCHEDULE

MARK	COLUMN SIZE	BASE PLATE	ANCHOR BOLTS
SC1	HSS 6x6x5/16	PL 1/2" x 8 3/8" x 0'-10"	(3) 1/2" DIA NELSON STUDS x 12" LONG
SC2	HSS 4x4x5/16	PL 1/2" x 8" x 0'-8"	(4) 1/2" DIA NELSON STUDS x 8" LONG

ANCHOR BOLT LENGTH SCHEDULE



TYPICAL ANCHOR BOLT

MINIMUM ANCHOR BOLT EMBEDMENT [1], [2]	
DIAMETER	EMBEDMENT
1/2" (4)	12"
5/8" (5)	18"
3/4" (6)	24"
7/8" (7)	24"
1" (8)	30"
1 1/8" (9)	30"
1 1/4" (10)	30"

1. AN ADDITIONAL 2" OF EMBEDMENT SHALL BE PROVIDED FOR ANCHOR BOLTS LOCATED ON TOPS OF COLUMNS AND PEDESTALS.
2. ANCHOR BOLTS SHALL BE A307 HEX HEAD BOLTS.
3. NOT USED
4. MINIMUM 1.5" EDGE DISTANCE IN CONCRETE.
5. MINIMUM 2" EDGE DISTANCE IN CONCRETE.
6. MINIMUM 2.75" EDGE DISTANCE IN CONCRETE.

redline architecture
1104 FLORES AVE, STE 330 LAREDO TX 78040
956.727.2304 PHONE

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CASA AZUL RESTUARANT & PLAZA

2411 Jacaman Road
LAREDO, TX

SEAL
STATE OF TEXAS
VICTOR M. SANCHEZ, P.E.
92481
LICENSED PROFESSIONAL ENGINEER
10-JUL-22
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY VICTOR M. SANCHEZ, P.E. 92481 DATED 10-JULY-2022

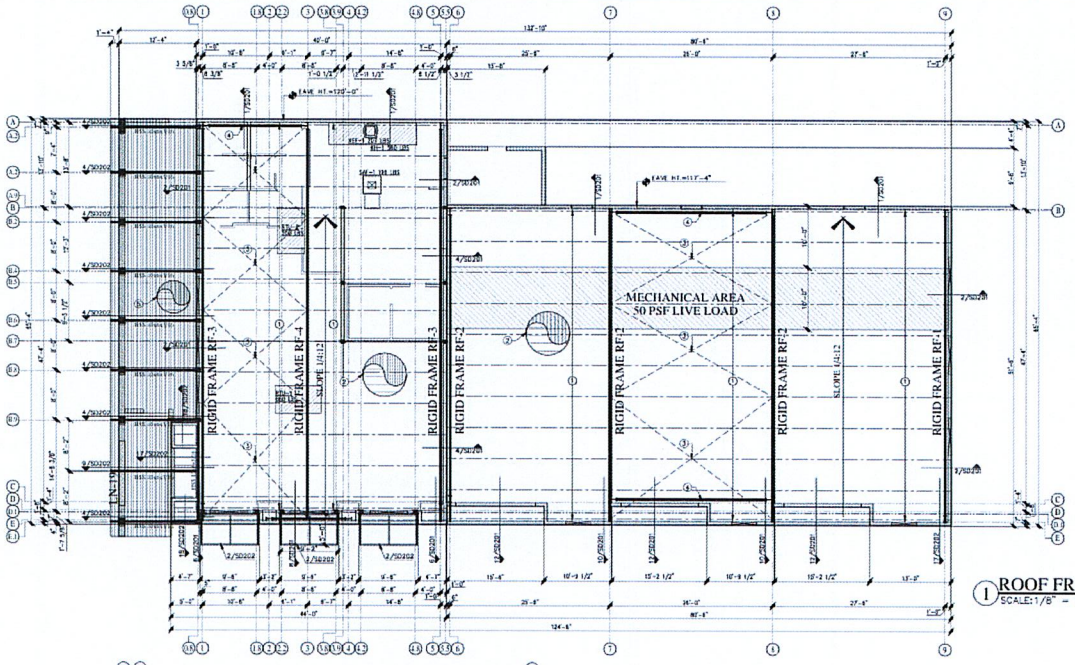
No.	Description	Rev	Date
1	FOR PERMIT/BIDDING		14 JULY 22

SYNERGY
STRUCTURAL ENGINEERING, INC.
1110 Flores Ave. SUITE 302
Laredo, TX. 78040
(956) 753-0553 synergy@synergy-se.com
TBPE Reg. No.: F-7801

FOUNDATION PLAN

Project number	SSE-22-038
Date	JULY 14, 2022.
Drawn by	VDA/LP
Checked by	VDA
Scale	

S101



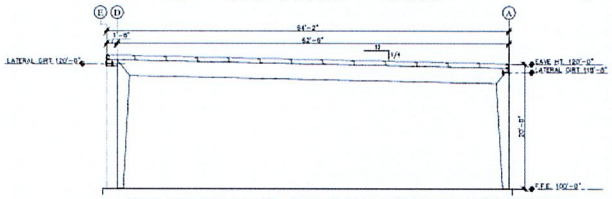
1 ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"

FRAMING GENERAL NOTES

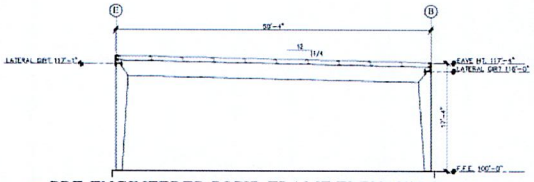
1. SEE SHEET S001 FOR GENERAL NOTES.
2. SEE SHEET S003 FOR TYPICAL METAL STUDS WALL DETAILS.
3. SEE SHEET S004 FOR TYPICAL CMU WALL DETAILS.
4. REFER TO MECHANICAL DRAWINGS FOR LOCATION AND SIZE OF MECHANICAL EQUIPMENT AND ROOF OPENINGS. MECHANICAL UNITS = 100 PSF SUPPORTS.
5. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION, COORDINATE WITH ARCHITECTURAL PLANS.
6. WALL LEGEND:
   - INDICATES 6" METAL STUD WALL- REFER TO SCHEDULE FOR TYPE AND GAGE.
   - INDICATES 8" CMU WALL WITH #5 BARS VERTICAL @ 32" O.C. AND (2) #5 BARS HORIZONTAL @ 48" O.C.
7. ABBREVIATIONS:
   - CLC=CENTER LINE COLUMN
   - FOC=FACE OF COLUMN
   - FOW=FACE OF WALL
   - FFE=FINISH FLOOR ELEVATION
8. REFER TO DETAILS 17 THRU 20/S003 FOR TYPICAL INTERIOR PARTITION, TOP OF WALL BRACING.
9. REFER TO SHEET S001 FOR PRE-ENGINEERED FRAME ELEVATIONS.

KEYED FRAMING NOTES

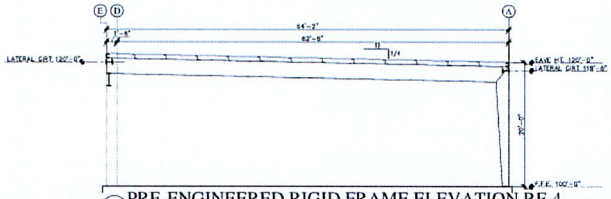
1. 8" Z8E PURLINS AT 5'-0" O.C. MAX. PROVIDE BRACING AND LAP AS REQUIRED BY PRE-ENGINEERED BUILDING MANUFACTURER.
2. ROOFING PER ARCHITECT OVER STRUCTURAL METAL DECK 1.5#/ 22 GA. WITH SCREW PATTERN: 36/4 WITH #12 TEKS AT SUPPORT AND #10 TEKS AT SIDE LAPS (5 PER SPAN).
3. DIAGONAL BRACING AS REQUIRED BY PRE-ENGINEERED BUILDING MANUFACTURER.
4. WIND FRAME AS REQUIRED BY PRE-ENGINEERED BUILDING MANUFACTURER.
5. ROOFING PER ARCHITECT OVER STRUCTURAL METAL DECK 1.5PCF/ 22 GA. WITH SCREW PATTERN: 36/4 WITH #12 TEKS AT SUPPORT AND #10 TEKS AT SIDE LAPS (5 PER SPAN).
6. MEZZANINE FLOOR JOISTS TO BE C6x8.2 @ 24" O.C.
7. FLOOR DECK TO BE 2" NORMAL WEIGHT CONCRETE DECK WITH WWF 6x6--W2.9xW2.9 OVER VULCRAFT METAL DECK (LBC 22 GA. WITH FASTENER PATTERN 33/4 WITH #12 TEK SCREWS AT SUPPORT AND #10 TEKS SCREWS @ 12" O.C. AT SIDE LAPS TOTAL THICKNESS OF SLAB = 2" (1-1/2" CONC. TILL + 0.6" MTL. DECK).



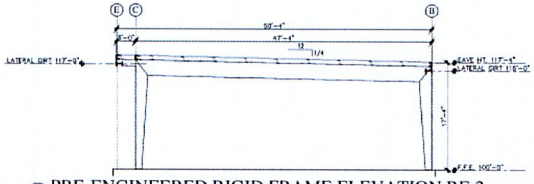
4 PRE-ENGINEERED RIGID FRAME ELEVATION RF-3
SCALE: 1/8" = 1'-0"



2 PRE-ENGINEERED RIGID FRAME ELEVATION RF-1
SCALE: 1/8" = 1'-0"



5 PRE-ENGINEERED RIGID FRAME ELEVATION RF-4
SCALE: 1/8" = 1'-0"



3 PRE-ENGINEERED RIGID FRAME ELEVATION RF-2
SCALE: 1/8" = 1'-0"

redline architecture
1101 FLORES AVE. STE. 220 LAREDO TX. 78041
956.727.5264 PHONE

These drawings and specifications are and shall remain the property of the Engineer. They may not be reused, reproduced or altered in any way without prior written approval from and with appropriate compensation to the Engineer.

CASA AZUL RESTUARANT & PLAZA

2411 Jacaman Road
LAREDO, TX

SEAL
STATE OF TEXAS
VICTOR M. DUPRE JR.
92541
LICENSED PROFESSIONAL ENGINEER
07-JUL-2022
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY VICTOR M. DUPRE JR. P.E. 92541 DATED 07/07/2022

No.	Description	Rev.	Date
1	FOR PERMIT/BIDDING		14 JULY 22

SYNERGY
STRUCTURAL ENGINEERING, INC.
1919 Flores Ave. SUITE 302
Laredo, TX. 78040
(956) 722-0653 synergy@synergy-se.com
TBPE Reg. No: F-7481

ROOF FRAMING PLAN

Project number	SSE-22-038
Date	JULY 14, 2022
Drawn by	VDA/LP
Checked by	VDA
Scale	

S201

SUITE 400
400
1340 SF
65' - 4 1/8"
47' - 4"
13' - 10"
27' - 6"
1' - 0"
0' - 7"
0' - 7 1/8"
1' - 4"
1' - 8"
6' - 0"
7' - 0"
6' - 0"
7' - 0"
6' - 0"
7' - 7"
13' - 0"
15' - 2 1/2"
1' - 5"
12' - 4"
4' - 0"
5' - 6"
3' - 0"
W2
W3
W5
J
11
401
DS
HOSE BIBB
28
of 71

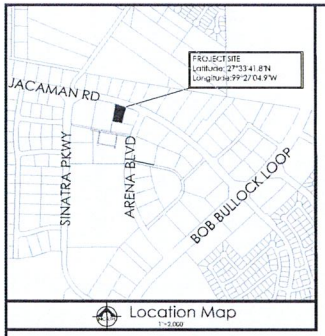
SUITE 400
400
SUITE 300
300
EQ
EQ
11' - 10"
11' - 10"
27' - 6"
26' - 0"
9
8
7

A300
3
5
4
21' - 0"
21' - 6"
21' - 0"
21' - 6"
21' - 0"
21' - 0"
10
10
10
9
9
9
3
DS
DS
21' - 0"
27' - 6"
9
8

FINISH PLAN LEGEND

- CT1
- CT 2
- VCT1
- VCT2
- CP1
- CP2
- SC - SEALED CONCRETE
- SDT - STATIC DISSIPATIVE TILE

EXHIBIT A



CALL BEFORE YOU DIG
811 or 1-800-344-8377
Texas 811
www.texas811.org

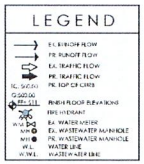
EXISTING ZONING:
SECTION 24-77
DIMENSIONAL STANDARDS
B-4, HIGHWAY COMMERCIAL DISTRICT
FRONT YARD SET BACK: 25'
SIDE YARD SET BACK: 10'
REAR YARD SET BACK: 20'

TABLE 208.2 PARKING SPACES

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

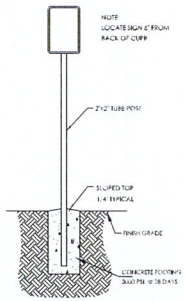
2012 ADA STANDARD FOR ACCESSIBLE DESIGN

LEGEND





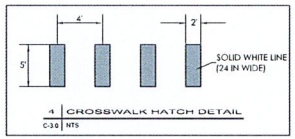
2 | STRIPED DETAIL
C-3.0 NTS



3 | SIGN ON POLE DETAIL
C-3.0 N.T.S.

KEY NOTE (CIVIL)

① 4" YELLOW SOLID LINE (PARKING)
② PROPOSED HANDICAP SIGN; REFER TO SHEET C-7 FOR ADDITIONAL DETAILS.
③ PROPOSED HANDICAP PARKING SPACE WITH 96" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60"
④ PROPOSED ACCESSIBLE ROUTE: MAXIMUM OF 5% SLOPE OTHERWISE USE TRUNCATED DOME SURFACE; REFER TO DETAILS IN SHEET C-7
⑤ PROPOSED CURB AND GUTTER TYPE A; REFER TO DETAIL 11 IN SHEET C-7.
⑥ PROPOSED CONCRETE SIDEWALK TO BE PLACED AT MINIMUM OF 1" BELOW BUILDING FINISH FLOOR (EXCEPT AT MAIN ENTRANCES; MATCH FINISH FLOOR)
⑦ PROPOSED LANDSCAPING AREA/TREE
⑧ PROPOSED REMOVAL AND PROPER DISPOSAL OF EXISTING ASPHALT PAVEMENT
⑨ PROPOSED CONCRETE WHEEL STOPS
⑩ PROPOSED DUMPSTER AREA; REFER TO ARCHITECTURAL PLANS FOR DETAILS.
⑪ PROPOSED CONCRETE STAIRS WITH HAND RAILING
⑫ PROPOSED HANDICAP RAMP WITH RAILING ON BOTH SIDES
⑬ PROPOSED YELLOW PAINT CURB ON AREAS WHERE CURVE IS HIGHER THAN 6"
⑭ PROPOSED BLOCK WALL; REFET TO DETAIL 5 IN THIS SHEET



4 | CROSSWALK HATCH DETAIL
C-3.0 NTS

CROSSWALK STRIPPING

When crosswalk lines are used, they shall consist of 24in wide lines that mark the crosswalk. They shall be not less than 150 mm (6 in) nor greater than 600 mm (24in) in width

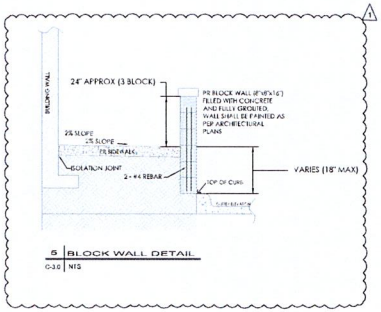
Guidance:

If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 1.8 m (6 ft). If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 1.8 m (6 ft) wide. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement or to the edge of the intersecting crosswalk to discourage diagonal walking between crosswalks. For added visibility, the area of the crosswalk may be marked with white diagonal lines at a 45-degree angle to the line of the crosswalk or with white longitudinal lines parallel to traffic flow.

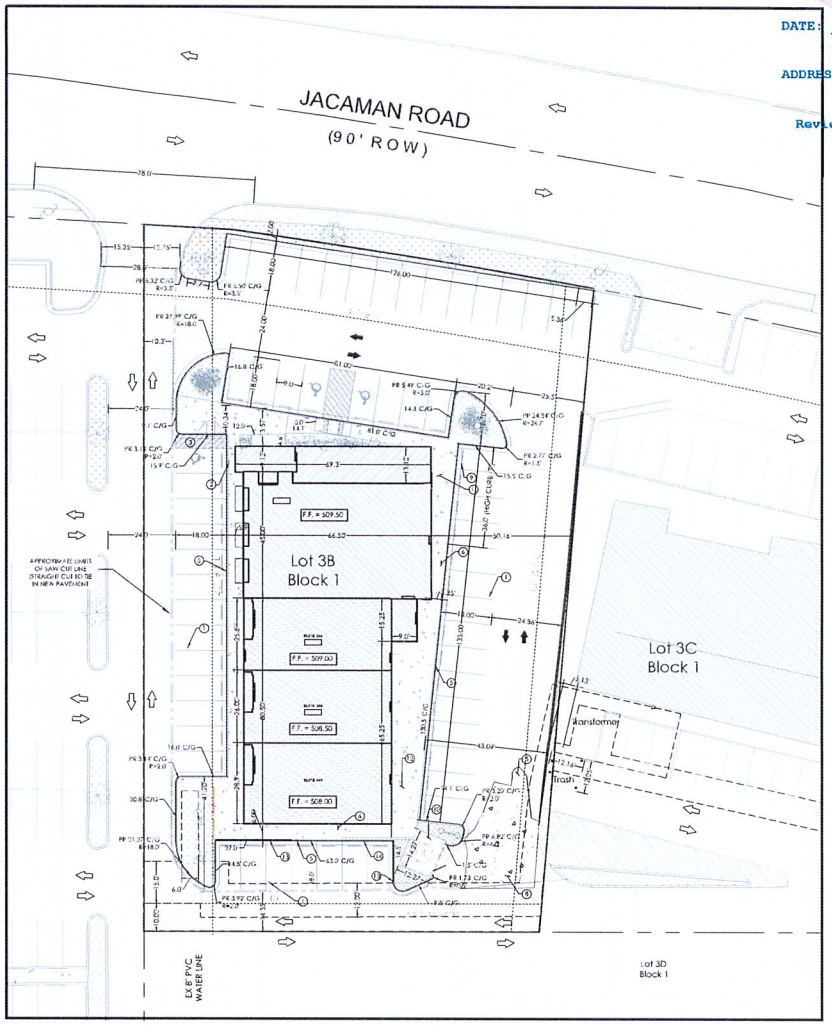
When diagonal or longitudinal lines are used to mark a crosswalk, the transverse crosswalk lines may be omitted. This type of marking may be used at locations where substantial numbers of pedestrians cross without any other traffic control device, at locations where physical constraints are such that added visibility of the crosswalk is desired, or at places where a pedestrian crosswalk might not be expected.

Guidance:

If used, the diagonal or longitudinal lines should be 300 to 600 mm (12 to 24 in) wide and spaced 300 to 1200 mm (12 to 48 in) apart. The marking design should avoid thin wheel paths, and the spacing should be exceed 2.5 times the line width.



6 | BLOCK WALL DETAIL
C-3.0 NTS



1 | DIMENSIONAL PLAN
C-3.0 1"= 20'

redline
SUBJECT TO FIELD INSPECTION
5119 FLORES AVE., STE 290, LAREDO, TEXAS 78040
956.727.5391 WWW.REDLINEARCHITECTURE.COM

DATE: 4/3/2024
ADDRESS: 2411 JACAMAN RD
Reviewed for Code Compliance

CASA AZUL RESTAURANT & PLAZA
2411 Jacaman Road (Including Suite 101)
Laredo, TX 78041

ENGINEER'S SEAL
STATE OF TEXAS
DANIEL GOMEZ
90148
LICENSED
PROFESSIONAL ENGINEER
10/21/22

No.	Description	Date
1.	Addendum 1	10.21.2022

Daniel Gomez Engineering, PC.
Firm Registration # 9224
7110 Rocio Dr. Suite #4
Laredo, Texas 78041
PH: 956.723.6636

DIMENSIONAL PLAN

Project number	861214.00.DG 2217
Date	10.21.2022
Drawn by	JF
Checked by	DG

C-3.0

Scale 1"=20'

Geronimo Treviño Jr
Owner
Porciónes Cigar and Whiskey Lounge
2411 Jacaman Rd, Suite 400
Laredo, TX 78041
Gerot25@gmail.com
281-967-8876

Date: August 27, 2025

To:
City of Laredo Council Members
Planning and Zoning Department
1110 Houston Street
Laredo, TX 78040

RE: Request for Special Use Permit (SUP) for Porciónes Cigar and Whiskey Lounge — 2411 Jacaman Rd, Suite 400, Laredo, TX 78041

Dear Council Members and Planning and Zoning Officials,

On behalf of Porciónes Cigar and Whiskey Lounge, I respectfully submit this formal request for a Special Use Permit (SUP) to operate a cigar lounge with limited alcohol spirits available for purchase for on premise consumption at 2411 Jacaman Rd, Suite 400, Laredo, TX 78041.

Business Overview

Porciónes Cigar and Whiskey Lounge is envisioned as a refined, adult-only establishment that brings together the enjoyment of premium cigars, fine spirits, and crafted cocktails in an upscale and comfortable environment. This will be the first establishment of its kind in Laredo, Texas, offering both cigars and limited alcoholic beverages for purchase.

Our primary offerings will include:

- Premium hand-rolled cigars sourced from reputable manufacturers.
- Cigar accessories such as cutters, lighters, humidors, and ashtrays.

- Cigar memberships offering discounts on cigars and their accessories.
- Cigar lockers available for rent with an annual fee.
- Mail order cigar subscriptions.
- A limited selection of top-shelf whiskeys and fine spirits.
- A small cocktail menu featuring crafted classic and contemporary recipes.

To ensure a comfortable and high-quality experience for all patrons and staff, a dedicated HVAC system with integrated smoke eradication and air purification systems will be installed. This system will be designed specifically to meet the standards of cigar lounges, removing smoke and maintaining optimal air quality throughout the premises.

Operating Hours & Regulatory Compliance

Porciónes Cigar and Whiskey Lounge proposes operating hours of:

9:00 AM to 9 PM, Monday - Thursday

9:00 AM to 11 PM, Friday and Saturday

12:00 PM to 8 PM, Sunday

These hours will remain fully compliant with all local ordinances and requirements applicable to Smoking Establishments under the City of Laredo regulations and state law. All tobacco and alcohol sales will strictly adhere to Texas state and federal regulations. Local ordinances will be strictly enforced to ensure tobacco and tobacco products are in excess of 50% of the businesses gross revenue, as required under the special use permit. Accounting records will be available for review upon request to substantiate each quarter's revenue requirements.

Our target audience consists solely of adults aged 21 years and older, who are legally permitted to purchase and consume tobacco and alcoholic products. No persons under the legal age will be permitted entry, and we will enforce a strict age verification policy through government-issued photo identification at the point of entry and purchase.

Please note that no vaping products, THC-based products, or cigarettes will be sold or permitted within the premises. The focus is exclusively on premium cigar culture and quality spirit appreciation.

Facility & Capacity

The proposed site comprises approximately 1,340 square feet, which supports a modest but intimate occupancy model. Adequate parking is available onsite to accommodate the anticipated volume of patrons.

We are committed to maintaining a clean, well-managed, and respectful business presence in alignment with community values and expectations

A Cultural and Historic Experience

Porciónes Cigar and Whiskey Lounge is more than just a business—it is a tribute to the rich history of Laredo, TX. Our name, "Porciónes," honors the Visita General of 1767, when land grants or "porciónes" were issued to settlers, establishing the cultural and geographic foundations of our city.

Our goal is to bring a metropolitan-level experience to Laredo, offering cigar aficionados and enthusiasts a place to enjoy exceptional products, meaningful conversation, and the cultural pride of our unique border community.

We appreciate your time and consideration of our request for a Special Use Permit. We are happy to comply with any additional requirements or inspections necessary to move forward and welcome the opportunity to contribute to Laredo's vibrant business landscape.

Please do not hesitate to contact me directly with any questions or requests for further information.

Sincerely,

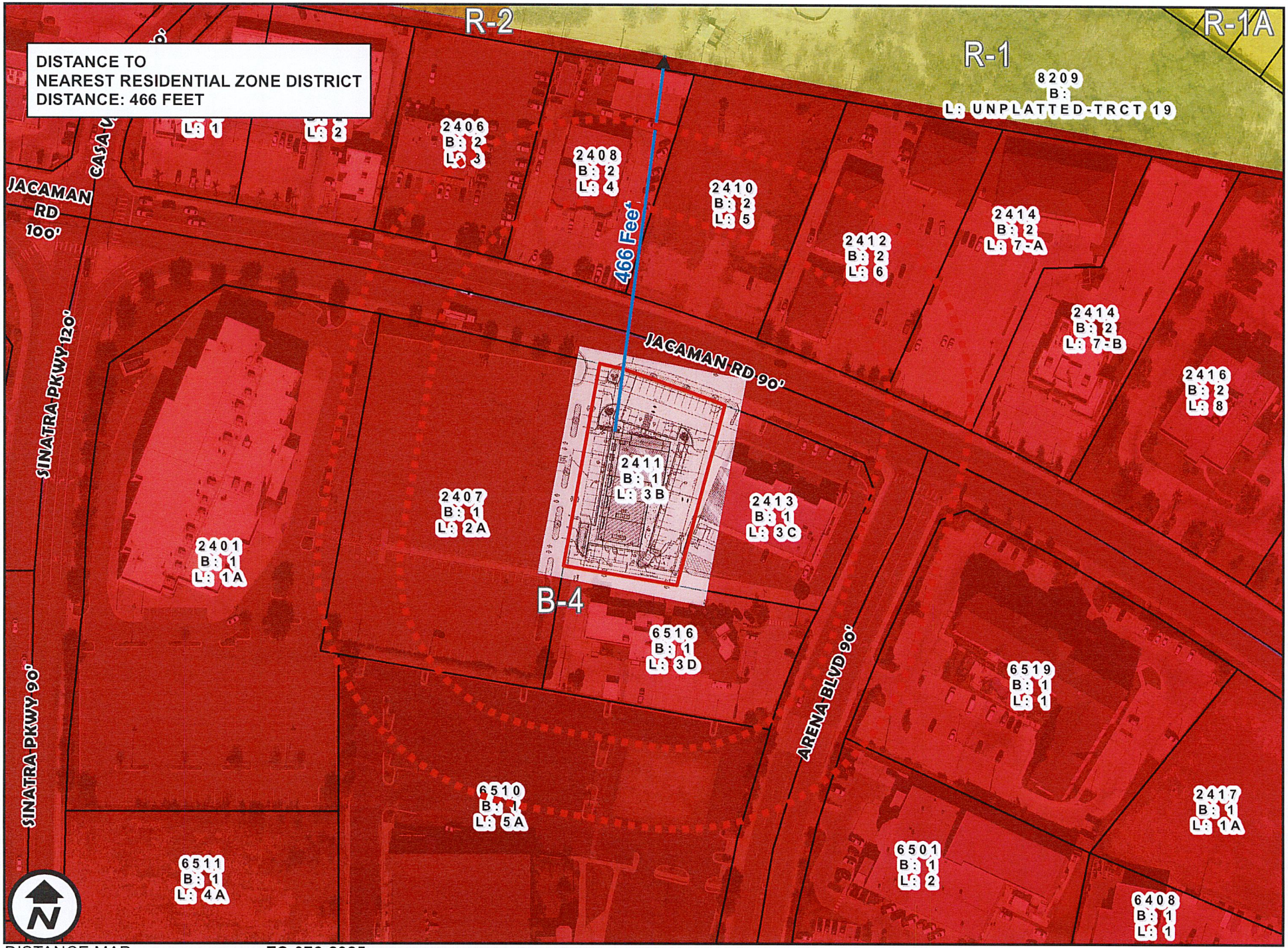
Geronimo Treviño Jr.

Owner

Porciónes Cigar and Whiskey Lounge

281-967-8876

Gerot25@gmail.com



DISTANCE MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

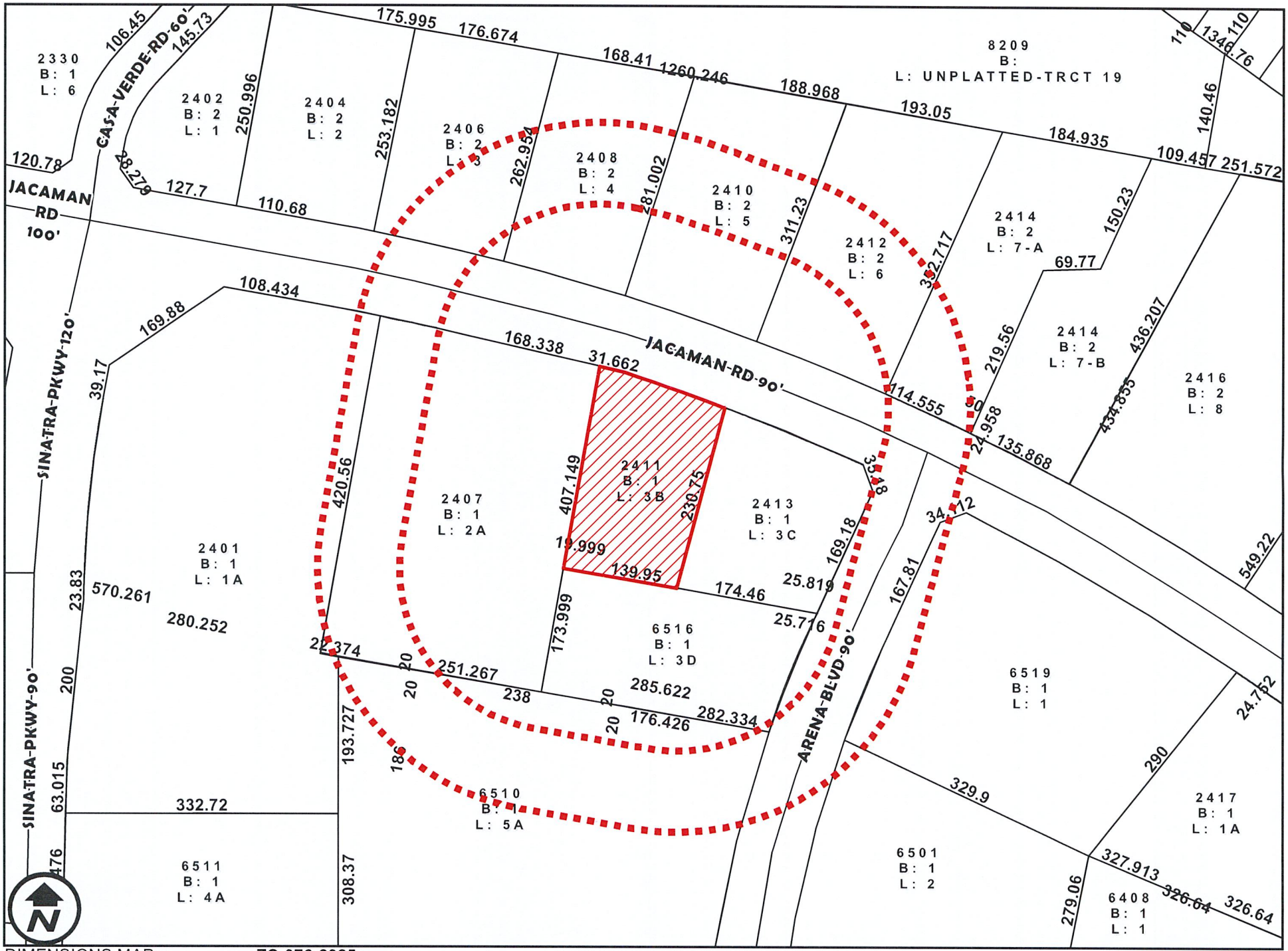


AERIAL MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

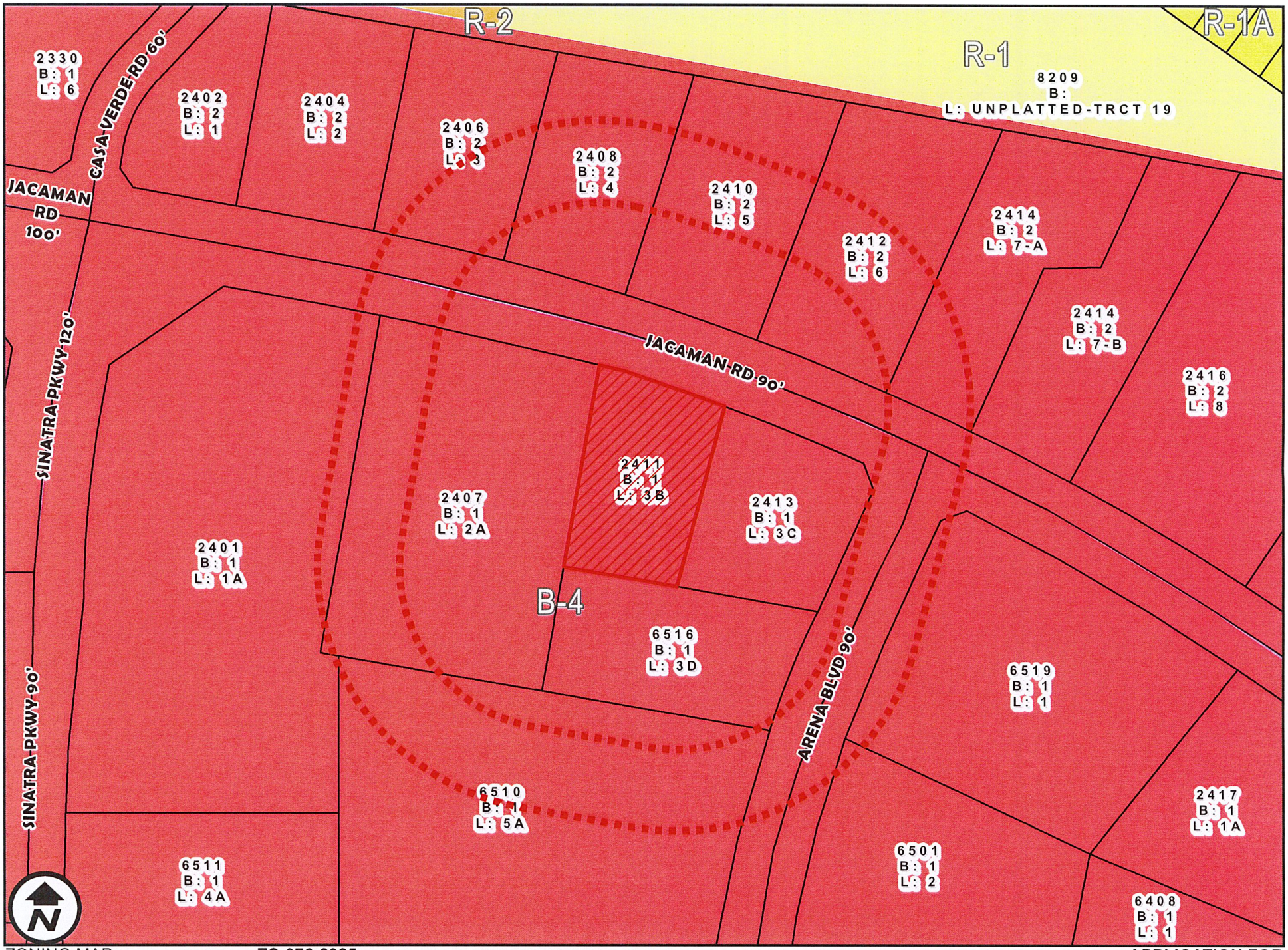


DIMENSIONS MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

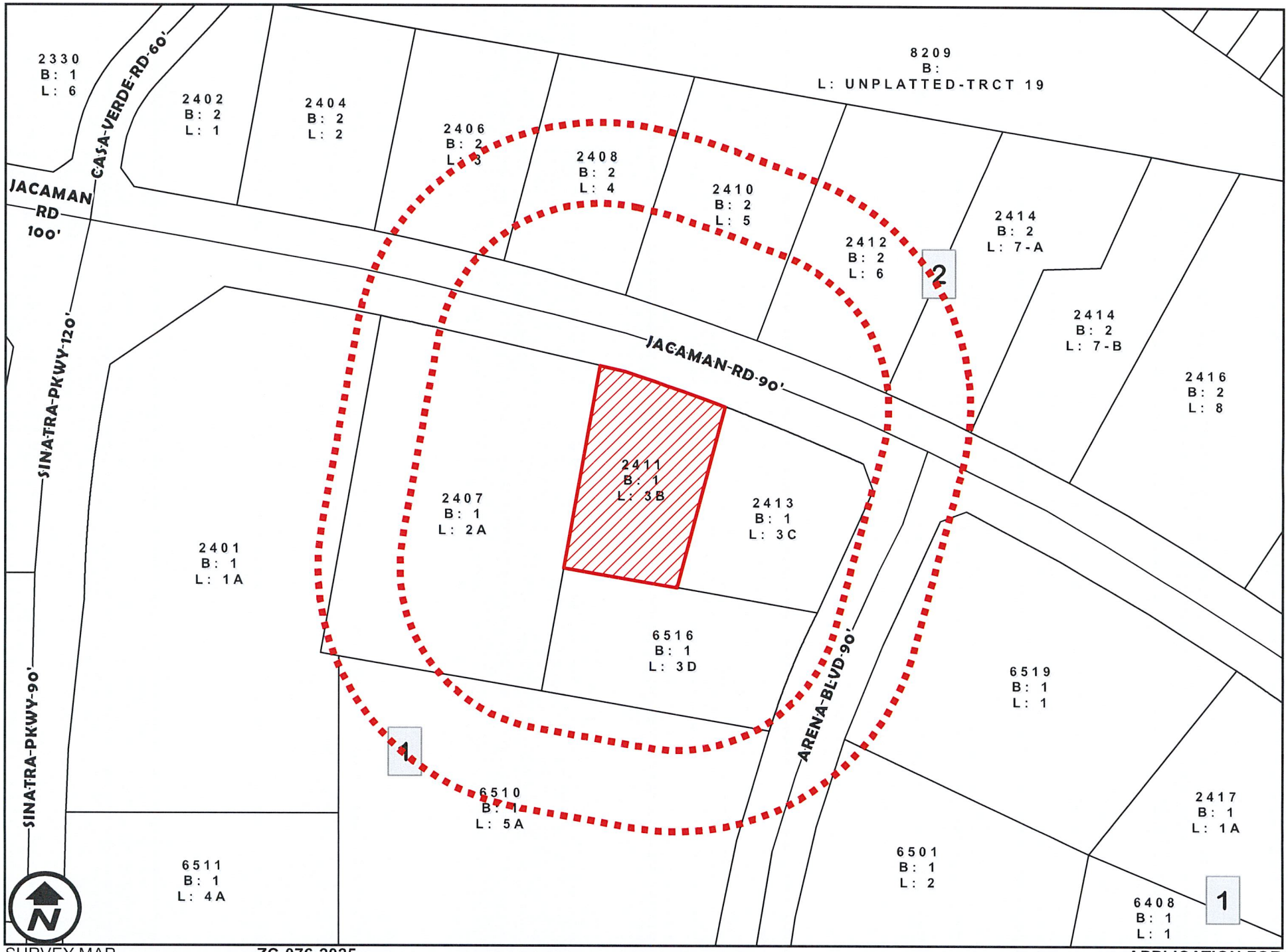


ZONING MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

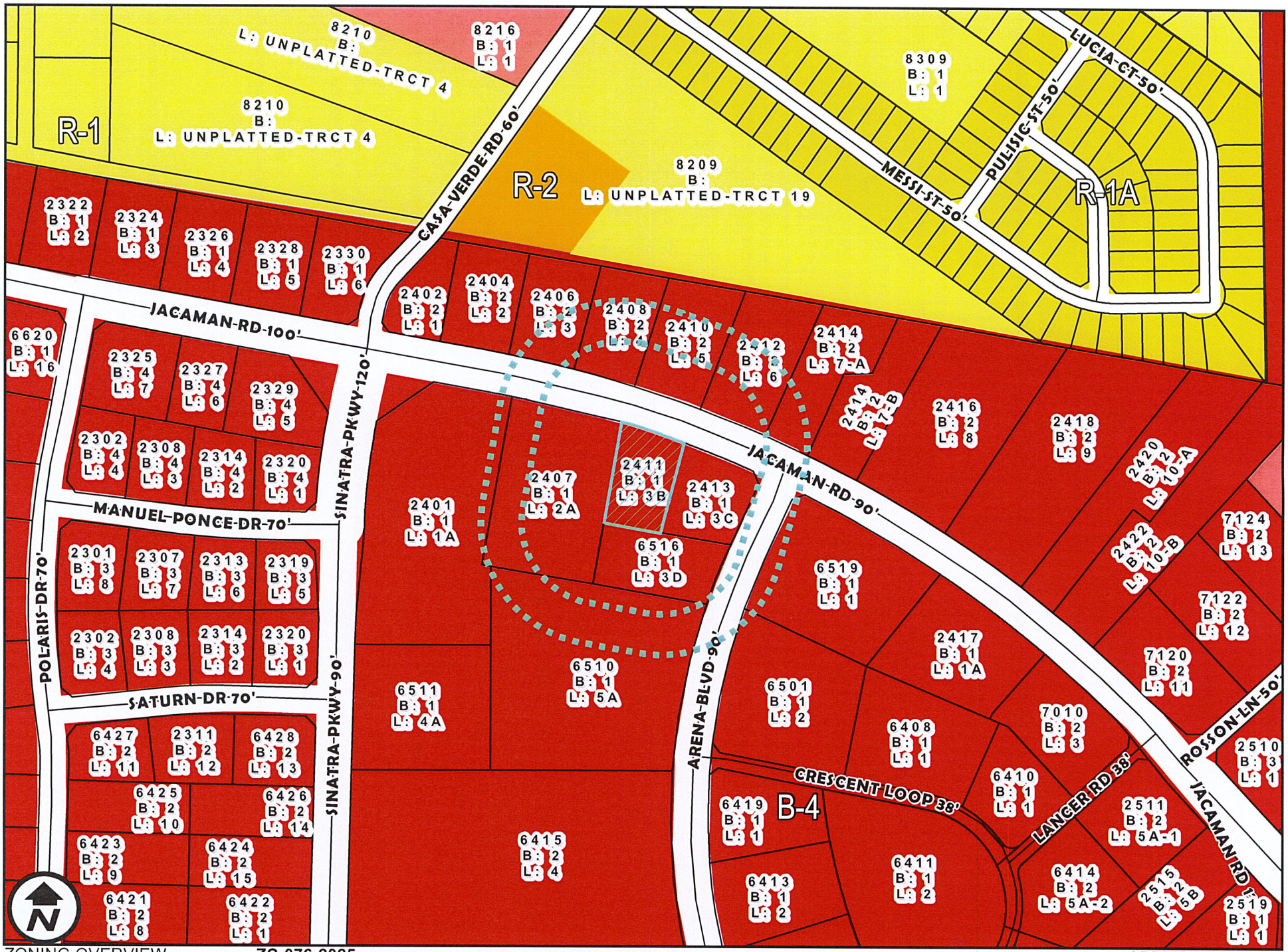


SURVEY MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

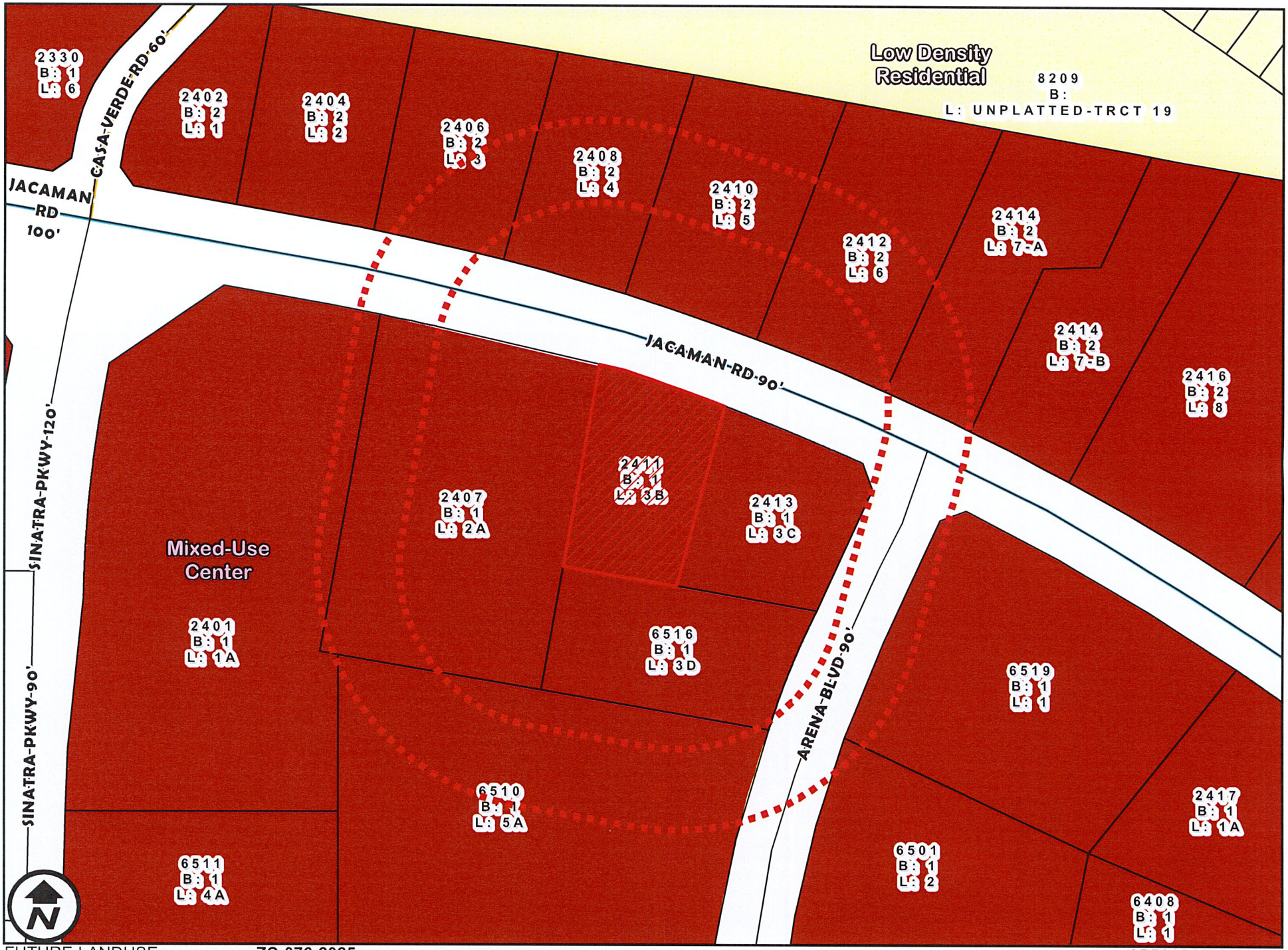


ZONING OVERVIEW

1 inch = 300 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

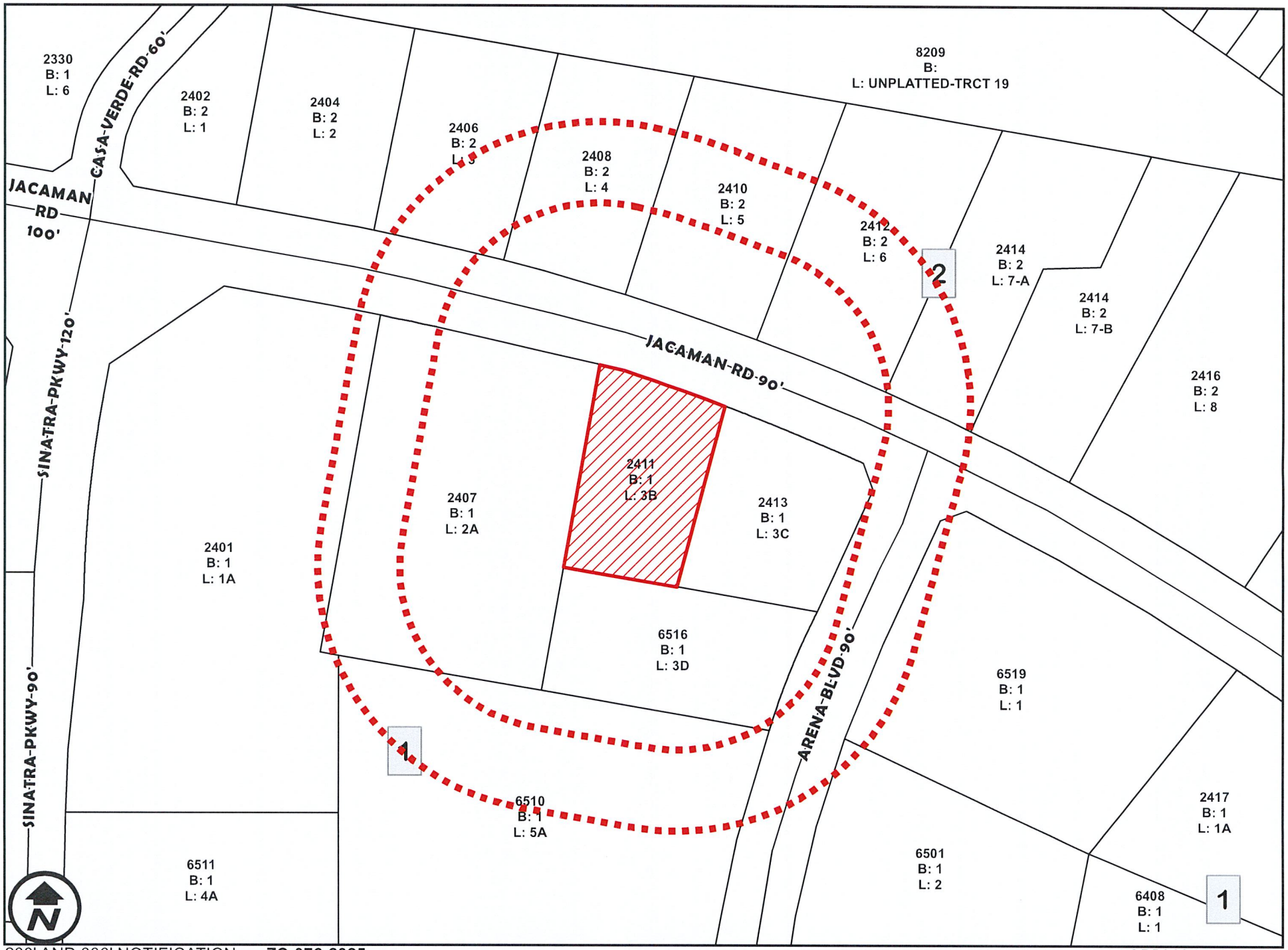


FUTURE LANDUSE

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)



200' AND 300' NOTIFICATION **ZC-076-2025**

1 inch = 150 feet

COUNCIL DISTRICT 5

2411 JACAMAN ROAD

APPLICATION FOR

B-4 (HIGHWAY COMMERCIAL DISTRICT) TO

S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

City Council-Regular Meeting

Date: 12/01/2025
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: P&F Properties, LLC, Owner; Geronimo Trevino Jr., Applicant/Representative

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

SUBJECT

2025-O-234 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet).

ZC-076-2025
District V

PREVIOUS COUNCIL ACTION

On November 17, 2025, City Council made a motion to introduce the item.

BACKGROUND

Council District: V – Cm. Ruben Gutierrez

Proposed use: The proposed use is for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption).

*****City of Laredo Land Development Code***:**

Definitions:

- Smoking establishment - shall mean an establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both: (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar legal substances and products to the customer; and (2) the on-site smoking of tobacco or other substances. These establishments are required to have isolated HVAC systems to remove smoke and odors. This definition shall be construed to include establishments known variously as, cigar lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives fifty (50) percent or more of its gross revenue on a quarterly basis (i.e., three (3) months) from the sale of alcoholic beverages for on-premise consumption or food sales.

- Tobacco Shop - shall mean an establishment whose main purpose is the sale of tobacco products (i.e. cigars, cigarettes, chewing and dipping tobacco, e-cigarettes, e-cigarette related products, and related tobacco smoking accessories) and in which the sale of other products is merely incidental and does not account for more than forty-five percent (45%) of the establishment's gross revenue. (Added Ord. No. 2014-O-153, 11/17/14)

- Drug and Tobacco Paraphernalia Shop (a/k/a Head Shop) - shall mean any premises or establishment having a substantial or significant portion of its stock in trade in drug paraphernalia or which has as its main purpose the offering for sale, or that presents or, displays for sale, drug paraphernalia, or items, equipment or products commonly used,

intended to be used or commonly known to be used for the ingestion, inhalation, preparation or injection of illegal substances. (Added Ord. No. 2014-O-153, 11/17/14)

- Bar - shall mean an establishment whose primary business is the serving of alcoholic beverages for public consumption on the premises whether or not entertainment, dancing, or food items are also provided. For purposes of this definition, "primary business" means the establishment derives in excess of fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premise consumption. This definition does not include bona fide restaurants, hotels, motels, or sports related facilities such as golf courses, bowling alleys or sports arenas, or the serving of alcoholic beverages at publicly or privately sponsored events such as weddings, public celebrations, quinceaneras or the like." (Amended 2/4/13, Ord. No. 2013-O-005)

*****City of Laredo Code of Ordinances***:**

Chapter 15 – Health and Sanitation, Article VI - prohibits smoking in public places such as restaurants, bars, and places of employment (Ord. 2004-O-332). Only limited exceptions apply, such as tobacco specialty retail stores with isolated HVAC systems, outdoor areas set back from entrances, and private residences/clubs.

Definitions:

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

*****Texas Local Government Code – 211***:**

Sec. 211.013. CONFLICT WITH OTHER LAWS; EXCEPTIONS. (a) If a zoning regulation adopted under this subchapter requires a greater width or size of a yard, court, or other open space, requires a lower building height or fewer number of stories for a building, requires a greater percentage of lot to be left unoccupied, or otherwise imposes higher standards than those required under another statute or local ordinance or regulation, the regulation adopted under this subchapter controls. If the other statute or local ordinance or regulation imposes higher standards, that statute, ordinance, or regulation controls.

Current Zoning District: B-4 zoning (Highway Commercial District)

Site: The site is currently occupied by a commercial plaza, which includes a restaurant and vacant suites.

Surrounding land uses: To the north of the site is Jacaman Road, commercial plazas and businesses, undeveloped land, and residential uses. To the east of the site is a commercial plaza, which includes, Fantasy Nail Bar, Republic Finance, BurgerIM, V&V Roofing, Endo Laredo Dispensary, Beltone, and AB Activewear Collection. To the south of the site is Eduardo's BBQ Steak and Mexican Grill, Military Wings, Hal's Restaurant Bar, FitClub Laredo, and TumbleQueen. To the west of the site is a commercial parking lot, a vacant commercial structure (previously a movie theater), and Sinatra Parkway.

Comprehensive Plan: The Future Land Use Map recognizes this area as Mixed-Use Center. https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/

2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long-Range Thoroughfare Plan identifies Jacaman Road as a Major Collector.
https://www.cityoflaredo.com/home/showpublisheddocument/17680/638703100333370000

Letters sent to surrounding property owners: 12 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the special use permit for a Smoking Establishment (Cigar Lounge ONLY - NO ON PREMISE ALCOHOL CONSUMPTION).

The Commission also recommended approval of the applicant's request to amend Conditions Number 3, 4, and 5 as follows:

- Condition Number 3: Amend the hours of operation to extend Thursday hours from 9:00 a.m. to 11:00 p.m.
- Condition Number 4: Amend the minimum age requirement for patrons from 18 years old to 21 years old.
- Condition Number 5: Amend the minimum age requirement for patrons from 18 years old to 21 years old.

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.

Staff **does not support** the proposed special use permit for the following reasons:

1. The site does not meet the minimum distance requirement of 800 feet as per the Laredo Land Development Code Section 24.93.6, subsection (5). The measurement shall be made in a straight line, without regard to intervening structure or objects, from the nearest portion of the building or structure used to house the establishment to the nearest property line of the premises of a church or public or private elementary, middle or high school, a day care licensed by the state, a college or a university, public playgrounds, parks, or stadiums.

- The building or structure that houses the establishment is approximately 466 feet from the nearest residential zoning district.

2. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.

- Total parking spaces required for the proposed smoking establishment and commercial structure = 60 parking spaces

- Proposed smoking establishment requires = 7 parking spaces

- Required remaining commercial structure = 53 parking spaces

- Actual amount identified on site plan = 57 parking spaces

- Therefore, the proposed site would need an additional 3 parking spaces.

3. Furthermore, smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.

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

If approved, Staff suggest the following conditions (smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited):

1. The Special Use Permit is issued to Geronimo Trevino Jr, and shall be non-transferal.

2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.

3. The hours of operation shall be limited to, from Monday to ~~Thursday~~ Wednesday, 9:00am to 9:00pm, Thursday ~~Friday~~ to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.

4. No person under 21 ~~18~~ years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.

5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of ~~eighteen~~ twenty-one years of age may enter the establishment unless accompanied by an adult parent or guardian.

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

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

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

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

10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.

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

Development Code.

12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

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

14. The establishment shall undergo an annual Fire Inspection.

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

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

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

18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.

19. Establishment shall have an isolated HVAC systems to remove smoke and odors.

20. Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.

21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.

22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable municipal codes.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
The surrounding area does not contain any comparable or related uses.

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

Will change adversely influence living conditions in the neighborhoods?
The proposed change is not anticipated to adversely influence living conditions in the surrounding neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for a smoking establishment.

Attachments

Maps
Distance Map
Site Plan
Narrative
Set of Plans
Signage
Final Ordinance

City of Laredo

Legislation Details (With Text)

File #:	2025-O-234 **Version:** 1		
Type:	Final Readings	**Status:**	Agenda Ready
File created:	11/18/2025	**In control:**	City Council
On agenda:	12/1/2025	**Final action:**	
Title:	An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, Suite 400 (approximately 1,469 square feet). ZC-076-2025 District V		
Sponsors:			
Code sections:			
Attachments:	1. ZC-076-2025 - Final Staff Report, 2. ZC-076-2025 - Maps, 3. ZC-076-2025 - Distance Map, 4. ZC-076-2025 - Narrative, 5. ZC-076-2025 - Site Plan, 6. ZC-076-2025 - Set of Plans, 7. ZC-076-2025 - Signage, 8. ZC-076-2025 - Comp Plan Alignment, 9. ZC-076-2025 - Final Ordinance		

Date	Ver.	Action By	Action	Result

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, Suite 400 (approximately 1,469 square feet).

ZC-076-2025
District V

Council District: District 5 **Zone Case:** ZC-076-2025

Letters sent to property owners: 12

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 & Zoning Commission in a 5 to 0 vote recommended approval of the special use permit for a Smoking Establishment (Cigar Lounge ONLY - NO ON PREMISE ALCOHOL CONSUMPTION).

The Commission also recommended approval of the applicant's request to amend Conditions Number's 3, 4, and 5 as follows:

- Condition Number 3: Amend the hours of operation to extend Thursday hours from 9:00 a.m. to 11:00 p.m.

- Condition Number 4: Amend the minimum age requirement for patrons from 18 years old to 21 years old.

- Condition Number 5: Amend the minimum age requirement for patrons from 18 years old to 21 years old.

STAFF RECOMMENDATION - Does not support
Staff does not support the proposed special use permit.

ORDINANCE NO. 2026-O-26

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

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

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

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

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

15-78 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 2nd DAY OF February 2026.

DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

Legislation Details (With Text)

File #:	2026-O-26 **Version:** 1		
Type:	Final Readings	**Status:**	First Reading
File created:	12/19/2025	**In control:**	City Council
On agenda:	2/2/2026	**Final action:**	
Title:	An Ordinance of the City of Laredo, Texas, amending Chapter 15, Article VI, Section 78, Definitions, of the Code of Ordinances, by redefining "Bar"; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date.		
Sponsors:			
Code sections:			
Attachments:	1. INTRO ORD - Bar Definition Ordinance		

Date	Ver.	Action By	Action	Result
1/20/2026	1	City Council	close and introduce	Pass

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

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

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

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

PREVIOUS COUNCIL ACTION
N/A

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
N/A

City Council Agenda Item ZC-032-2026, proposing an amendment to a Special Use Permit to allow **on-premise alcohol consumption** within a Smoking Establishment (Cigar Lounge)

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1. Level of Alignment

☐ Strong
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ 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 amendment enhances the functionality of an existing cigar lounge by allowing alcohol consumption, which expands the range of entertainment and leisure offerings. This aligns with the goal of promoting diverse commercial and entertainment uses within the city.

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 site is located within an established commercial corridor (B-4 zoning) and designated as a **Mixed-Use Center** on the Future Land Use Map. The proposed amendment maintains the existing commercial use and does not introduce a new land use category, suggesting general compatibility with surrounding commercial development. However, proximity to residential areas and code compliance issues (distance and parking deficiencies) temper full alignment.

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 amendment represents an intensification of an existing commercial space within a developed corridor, supporting efficient land use and reinvestment rather than expansion into undeveloped areas.

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3. Summary of Alignment

The proposed amendment to allow on-premise alcohol consumption within an existing smoking establishment demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. The proposal supports **Goal 8.1** by enhancing entertainment and commercial offerings within a designated **Mixed-Use Center**, contributing to economic activity and local vibrancy.

Additionally, the reuse and intensification of an existing tenant space aligns with **Goal 1.1**, promoting efficient land use and reinvestment in established corridors. The proposal generally meets the intent of **Policy 6.1.1**, as it maintains a commercial use within a commercial zoning district.

However, the alignment is moderated by site-specific concerns identified in the staff report, including **non-compliance with separation distance requirements** and **parking deficiencies**, which raise questions regarding full compatibility and operational impacts.

The proposal intersects with broader planning themes such as **economic development**, **entertainment diversity**, and **urban reinvestment**, but also introduces considerations related to **land use compatibility** and **regulatory compliance**.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2025-O-234, WHICH AUTHORIZED A SPECIAL USE PERMIT FOR A SMOKING ESTABLISHMENT (CIGAR LOUNGE ONLY – NO ON-PREMISE ALCOHOL CONSUMPTION) ON LOT 3B, BLOCK 1, LAREDO ARENA SUBDIVISION, UNIT 4, LOCATED AT 2411 JACAMAN ROAD, SUITE 400 (APPROXIMATELY 1,469 SQUARE FEET), IN ORDER TO ALLOW THE CONSUMPTION OF ALCOHOL BASED ON A NEWLY PASSED ORDINANCE (ORDINANCE 2026-O-026); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. (AS AMENDED)

WHEREAS, a request has been received to amend the Executed Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026); 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 March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit Amendment; 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 April 20, 2026, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026).

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 Geronimo Trevino Jr, and shall be non-transferal.
2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Thursday, 9:00am to 9:00pm, Friday to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.
4. No person under 18 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.
5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of eighteen years of age may enter the establishment unless accompanied by an adult parent or guardian.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

14. The establishment shall undergo an annual Fire Inspection.
15. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.
19. Establishment shall have an isolated HVAC systems to remove smoke and odors.
20. ~~Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.~~
21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.
22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable municipal codes.

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

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

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 14.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

ZC-036-2026
District IV

Council District: District 4 **Zone Case:** ZC-036-2026

Letters sent to property owners: 21

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

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

COMMISSION RECOMMENDATIONS - Deny
The Planning & Zoning Commission in an 5 to 0 vote recommended denial of the proposed zone change.

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

City Council-Regular Meeting

Date: 04/20/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: TXINV Family Limited Partnership, Owner; Raul Cantu, Applicant

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 Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

ZC-036-2026

District IV

PREVIOUS COUNCIL ACTION

On April 1, 2019, City Council made a motion to approve a special use permit for a restaurant serving alcohol. (Ordinance No. 2019-O-049).

BACKGROUND

Council District: IV – Cm. Ricardo Garza

Proposed use: The proposed use is Groceries/Related Products (Wholesale).

- The applicant was advised about applying for a conditional use permit (CUP), and decided to attempt the zone change instead of applying for the CUP.

Site: The site is currently occupied by a commercial structure, which includes, Suarez Restaurant, Mr. Corn, and Obregon's Restaurant.

Surrounding land uses: To the north of the site is a commercial plaza, which includes, Saludos Brewing and Print x Press, and single-family residential uses. To the east of the site is McPherson Road, and Multi-Family Residential uses. To the south of the site is Broadacres Apartments. To the west of the site is Broadacres Apartments and single-family residential uses.

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 McPherson Road as a major arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 21
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a **5** 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 Neighborhood Mixed-Use (All Except, M-1, M-2, B-4, AH, FH, OG, FiH), which does not include B-4 zoning districts.
2. The property is surrounded by residential uses to the south and west of the site.
3. The proposed zone change may introduce uses that are incompatible with the surrounding land uses.

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.

Staff **does not support** the application.

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The surrounding land uses include residential uses, such as single family residences, apartments and town-homes. The surrounding land uses also include commercial uses, such as a commercial plaza.

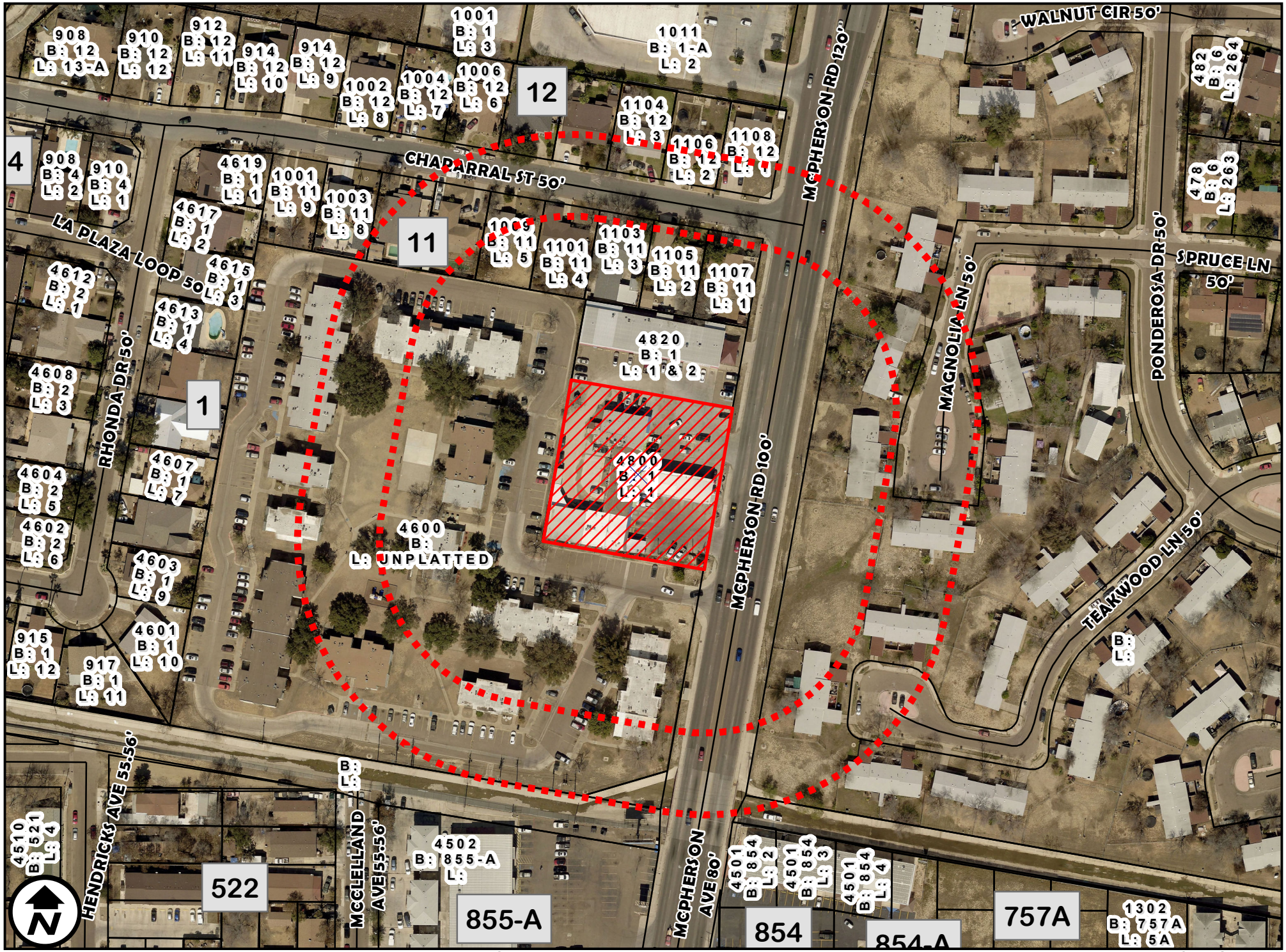
Would this change create an isolated zoning district unrelated to surrounding districts?
The property is surrounded by residential zoning districts (R-1 and R-2 zoning).

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, as it may introduce uses that are dissimilar to the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
The existing zone does not allow for a Groceries/Related Products (Wholesale) as intended by the applicant.

Attachments

Maps
Zone Change Signage
Comp Plan Alignment
Draft Ordinance

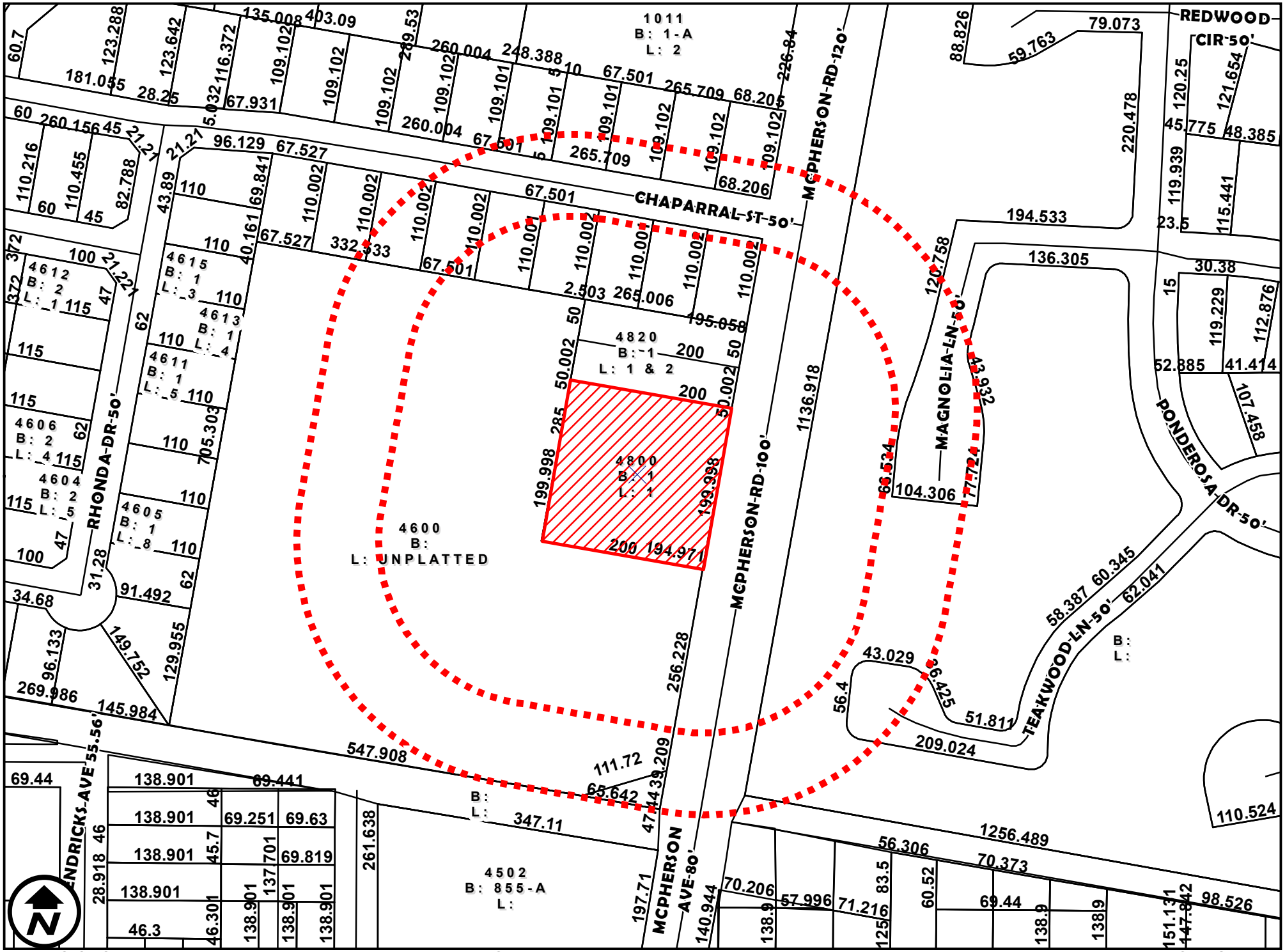


AERIAL MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

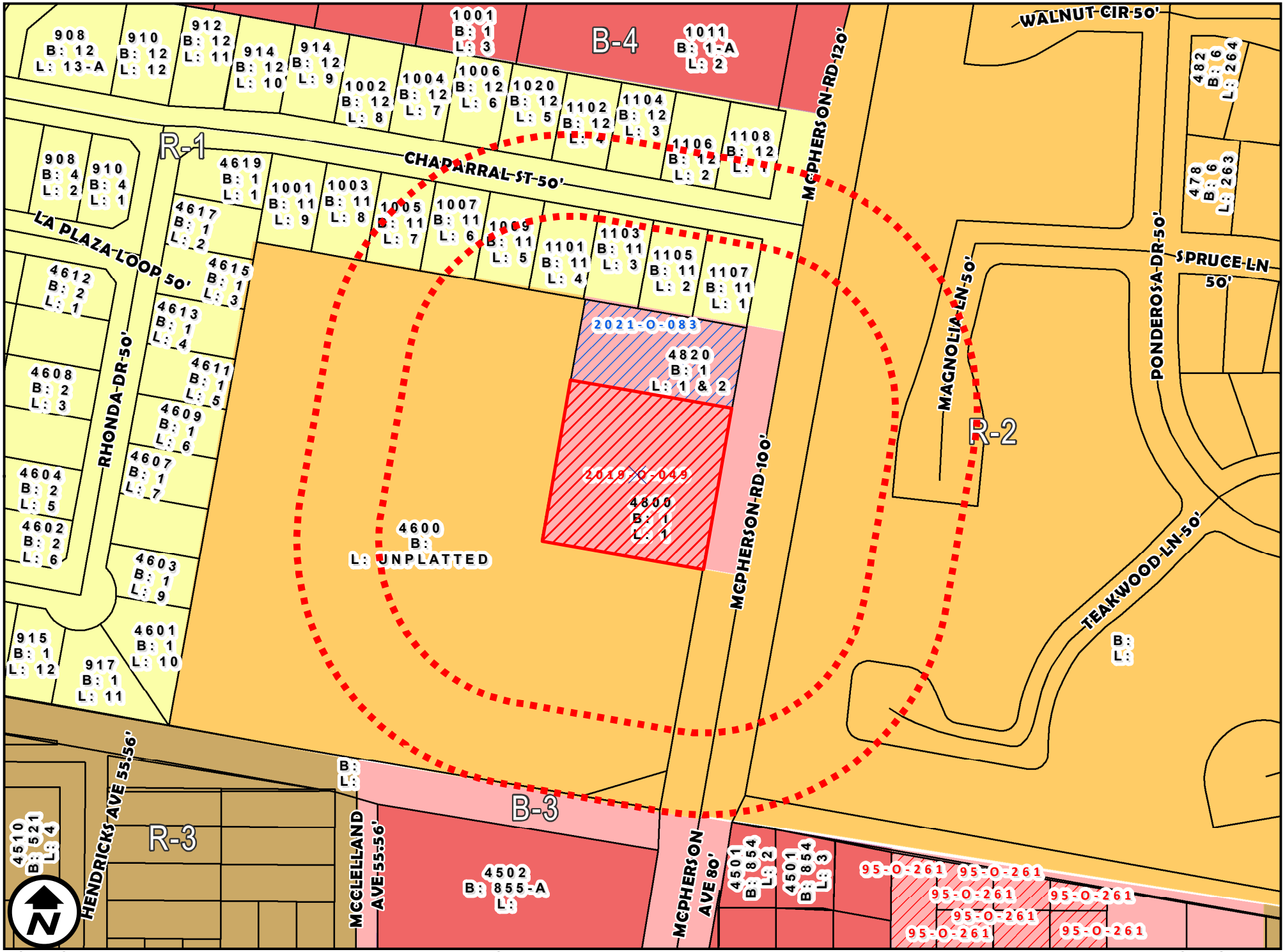


DIMENSIONS MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)

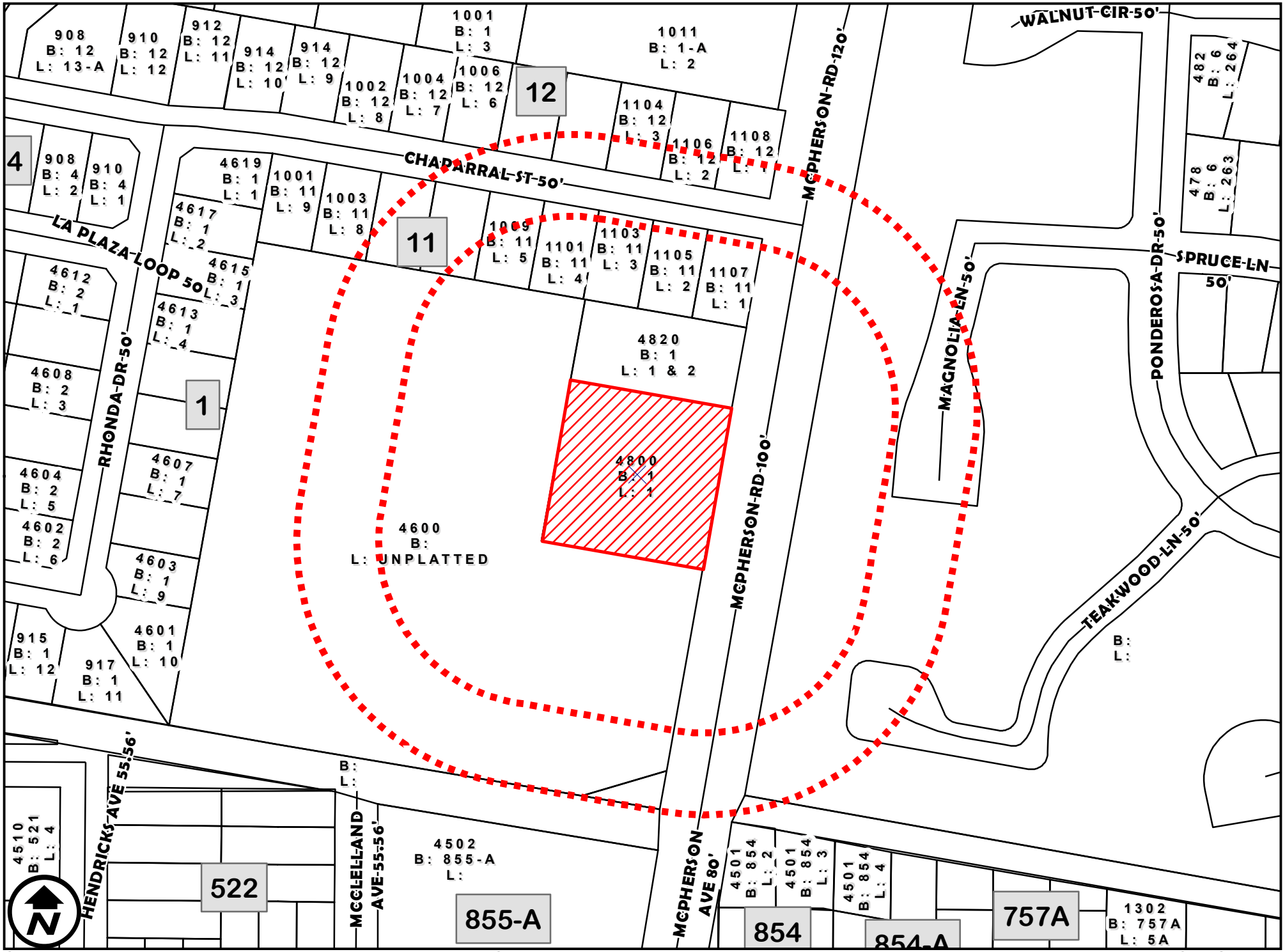


ZONING MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

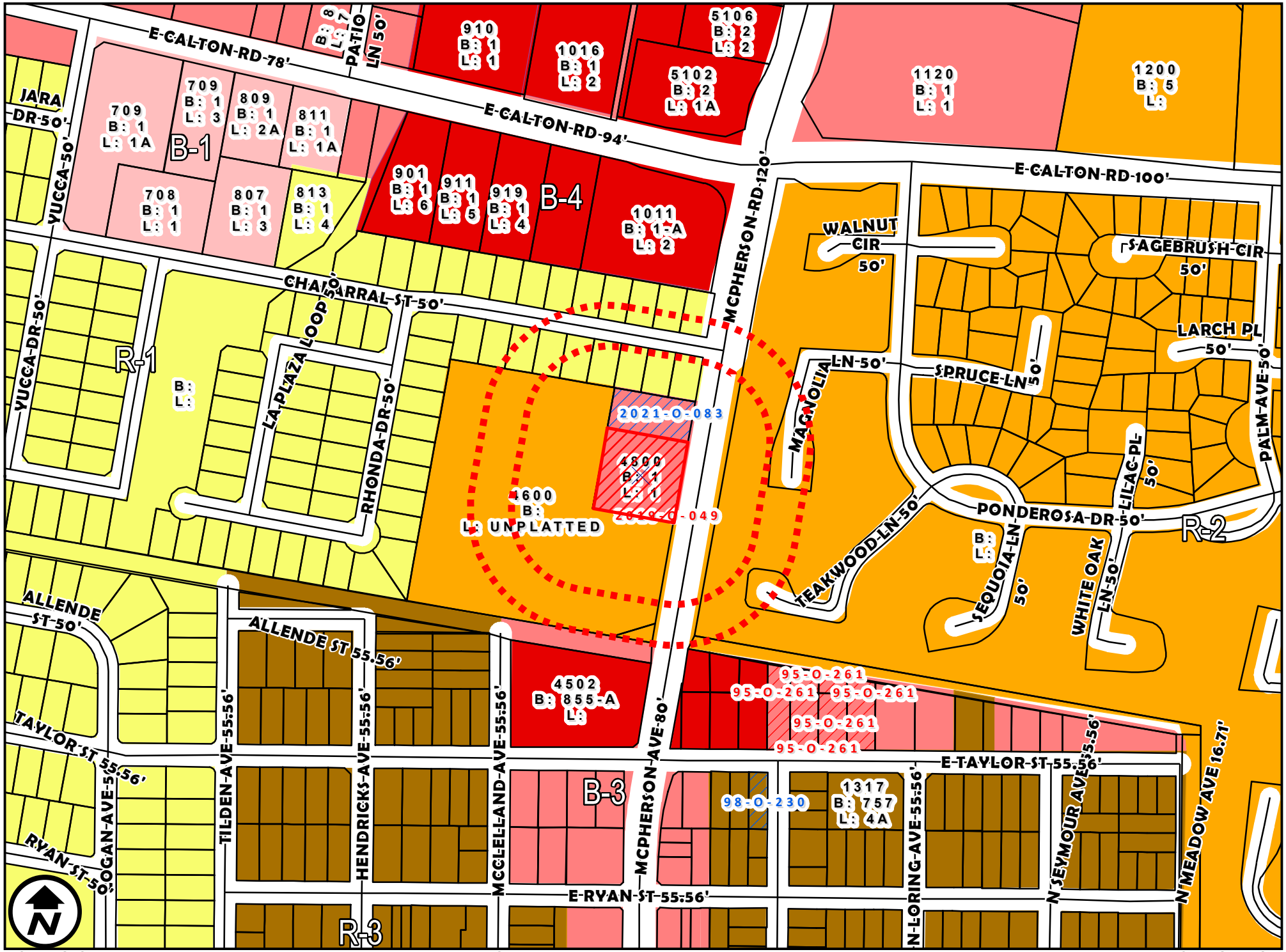


SURVEY MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

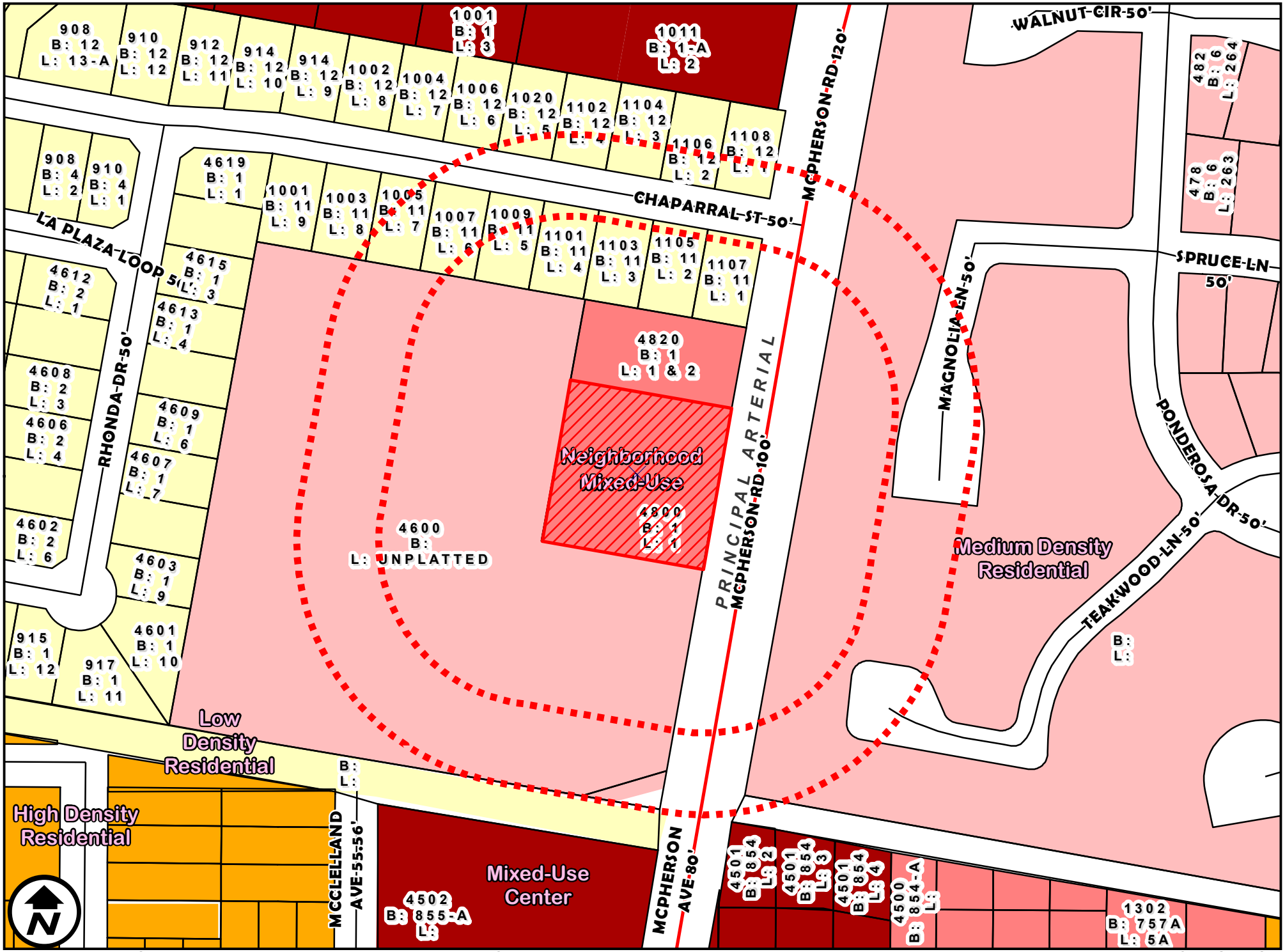


ZONING OVERVIEW

1 inch = 300 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

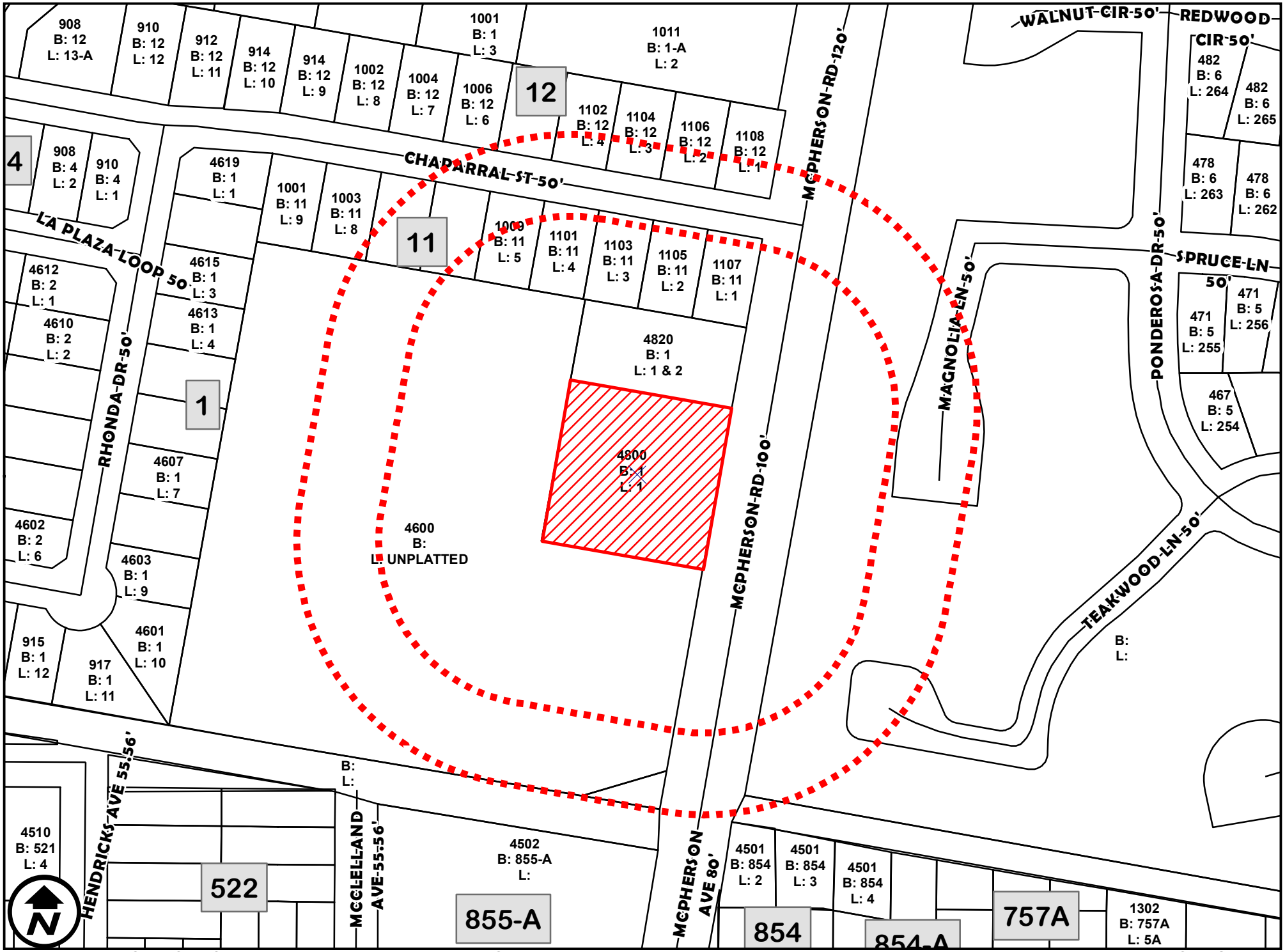


FUTURE LANDUSE

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)


ZC-036-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

City Council Agenda Item ZC-036-2026, proposing rezoning from **B-3 (Community Business District)** to **B-4 (Highway Commercial 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 site as **Neighborhood Mixed-Use**, which explicitly excludes B-4 zoning districts. The proposed rezoning to B-4 directly conflicts with this designation and undermines the Plan's directive for consistency between zoning and adopted land use policies.

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:
The proposed B-4 zoning allows for higher-intensity, regional-scale commercial uses. The site is surrounded by residential uses (single-family and multi-family), and the introduction of more intensive highway commercial uses would not provide an appropriate transition, thereby conflicting with this policy.

Policy 6.1.3

"Encourage mixed-use development in appropriate locations to reduce the need for driving, improve walkability, and increase neighborhood vibrancy."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Neighborhood Mixed-Use areas are intended to support walkable, neighborhood-serving uses. The proposed B-4 zoning promotes auto-oriented, regional commercial uses, which contradict the intent of creating pedestrian-friendly, integrated mixed-use environments.

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3. Summary of Alignment

The proposed rezoning from B-3 to B-4 demonstrates **Weak/None** alignment with the *Viva Laredo Comprehensive Plan*. The Future Land Use Map designates the area as **Neighborhood Mixed-Use**, and **Goal 1.3** clearly requires that zoning decisions remain consistent with this designation. The introduction of B-4 zoning, which allows for more intensive, regional-scale commercial uses, directly conflicts with this framework.

Furthermore, the proposal does not satisfy **Policy 6.1.2**, as it fails to provide appropriate land use transitions between commercial and adjacent residential properties. The increase in intensity permitted under B-4 zoning raises concerns regarding **compatibility, traffic, noise, and neighborhood character**.

The proposal also contradicts **Policy 6.1.3**, which promotes walkable, mixed-use environments. B-4 zoning encourages auto-oriented development patterns that are inconsistent with the pedestrian-friendly and neighborhood-scale vision of the Comprehensive Plan.

Overall, the request introduces a higher-intensity zoning classification that is incompatible with both the Future Land Use Map and surrounding land uses, intersecting negatively with broader planning themes of **mobility, land use compatibility, and neighborhood livability**.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, KIMBERLY PLAZA SUBDIVISION, LOCATED AT 4800 MCPHERSON ROAD, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial 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 March 19, 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 April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial 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: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 15.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached “Exhibit A”, located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District).

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

ZC-027-2026
District III

Council District: District 3 **Zone Case:** ZC-027-2026

Letters sent to property owners: 27

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 9 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-027-2026 – Comprehensive Plan Alignment

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1. Level of Alignment

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

---

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

Future Land Use – Downtown Mixed-Use

"Downtown Mixed-Use includes CBD, R-1, R-2, R-3, R-1B, R-1A, and R-O districts."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Downtown Mixed-Use** on the Future Land Use Map. The proposed rezoning to **B-3 (Community Business District)** is not included within the districts identified for this land use category, indicating a direct inconsistency with the Comprehensive Plan's prescribed zoning framework.

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 requested rezoning does not align with the Future Land Use designation. Introducing a B-3 district in an area designated for Downtown Mixed-Use undermines the Plan's intent to guide development patterns and maintain consistency between zoning and adopted land use policy.

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 proposal introduces a zoning classification that staff acknowledges would create an **isolated zoning district**. While the use currently exists and buffers (streets and infrastructure) provide some separation from residential uses, the designation of an isolated district conflicts with the Plan's emphasis on cohesive and compatible land use patterns.

---

3. Summary of Alignment

Agenda Item ZC-027-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning to B-3 is not consistent with the **Downtown Mixed-Use** Future Land Use designation, which does not include B-3 districts. This represents a clear deviation from the Plan's land use framework and undermines the policy direction to promote zoning consistency with adopted land use categories.

Additionally, the proposal results in an **isolated zoning district**, which conflicts with the Plan's goal of encouraging compatible and cohesive development patterns. While the request may reflect existing conditions and includes contextual considerations such as adjacent infrastructure and established use, these factors do not overcome the inconsistency with the Comprehensive Plan.

The agenda item raises considerations related to **land use compatibility**, **downtown planning integrity**, and **policy consistency**, but does not substantively support the Plan's stated goals.

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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 policies were identified and applied.

Conclusion:
The proposed rezoning under Agenda Item ZC-027-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 04/20/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Professional Clean Services, Inc. Owner; Francisco Garcia & Martha I. Cruz Garcia, 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 rezoning approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District).

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

ZC-027-2026
District III

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: III – Cm. Melissa R. Cigarroa

Proposed use: The proposed use is for a car lot.

Site: The site is currently occupied by a used car lot.

Surrounding land uses: To the north of the site is Guadalupe Street, Cedar Avenue, the Outlet Furniture Store, a vacant building Los Jacales restaurant, and single-family residential uses. To the east of the site is Chihuahua Street, CVS Pharmacy, Logan Avenue, Total Makeover Spa & Salon, and a vacant commercial building. To the south of the site is Chihuahua Street, Cedar Avenue, Lexington Avenue, Rosario Street, vacant lot, junk yard (inoperable vehicles), single-family residential uses, multi-family residential uses (apartments and a duplex), Stor-In-Town mini storages. To the west of the site is a bridge system located between Guadalupe and Chihuahua Street, vacant land, the Kansas City Southern Railroad, vacant commercial buildings, Chihuahua Street, and Guadalupe Street.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector and identifies Cedar 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: 27

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 9 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 appropriate at this location, as the proposed site abuts Chihuahua, which is identified as an industrial collector on the Thoroughfare Plan.

2. Chihuahua Street serves as a buffer between the proposed site and the residential uses to the south, while Guadalupe acts a buffer between the proposed site and the residential uses to the north.

3. Although, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Downtown Mixed-Use (CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE), it is not anticipated to negatively impact with the surrounding area, as the proposed use is already established.

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.

2. Any proposed use may require demolition for on-site parking or an accommodation of off-site parking or shared parking. Off-site parking must be within 1000 feet of the proposed site.

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.
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Is this change contrary to the established land use pattern?
The vicinity of the site are residential and commercial uses. However, a large portion is bridge system between Guadalupe and Chihuahua Street, as well as the Kansas City Southern Railroad.

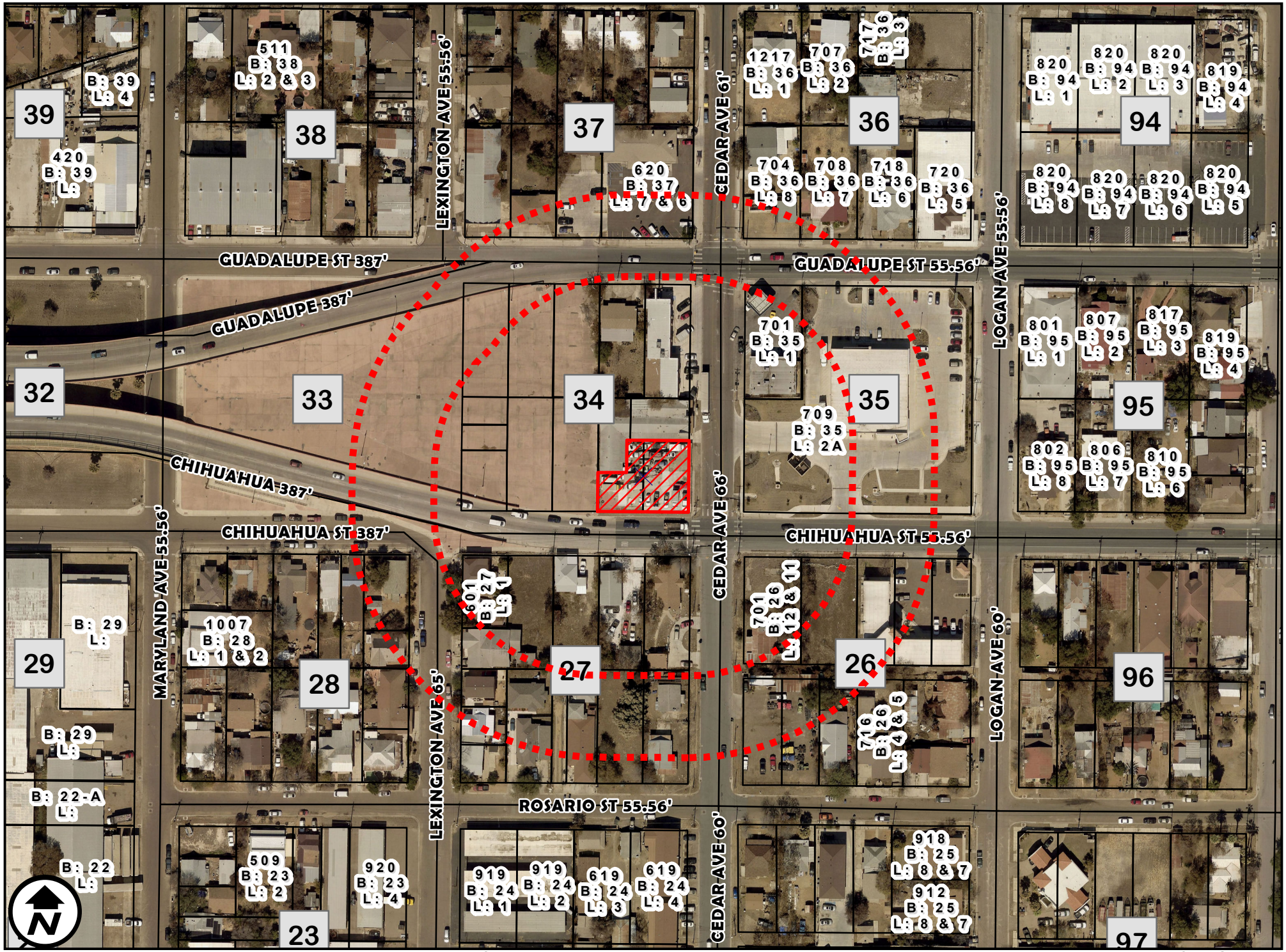
Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone will create an isolated zoning district

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 it seems the proposed use is already existing.

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

Attachments:
Comp Plan Alignment
Maps
Zone Change Signage
Draft Ordinance

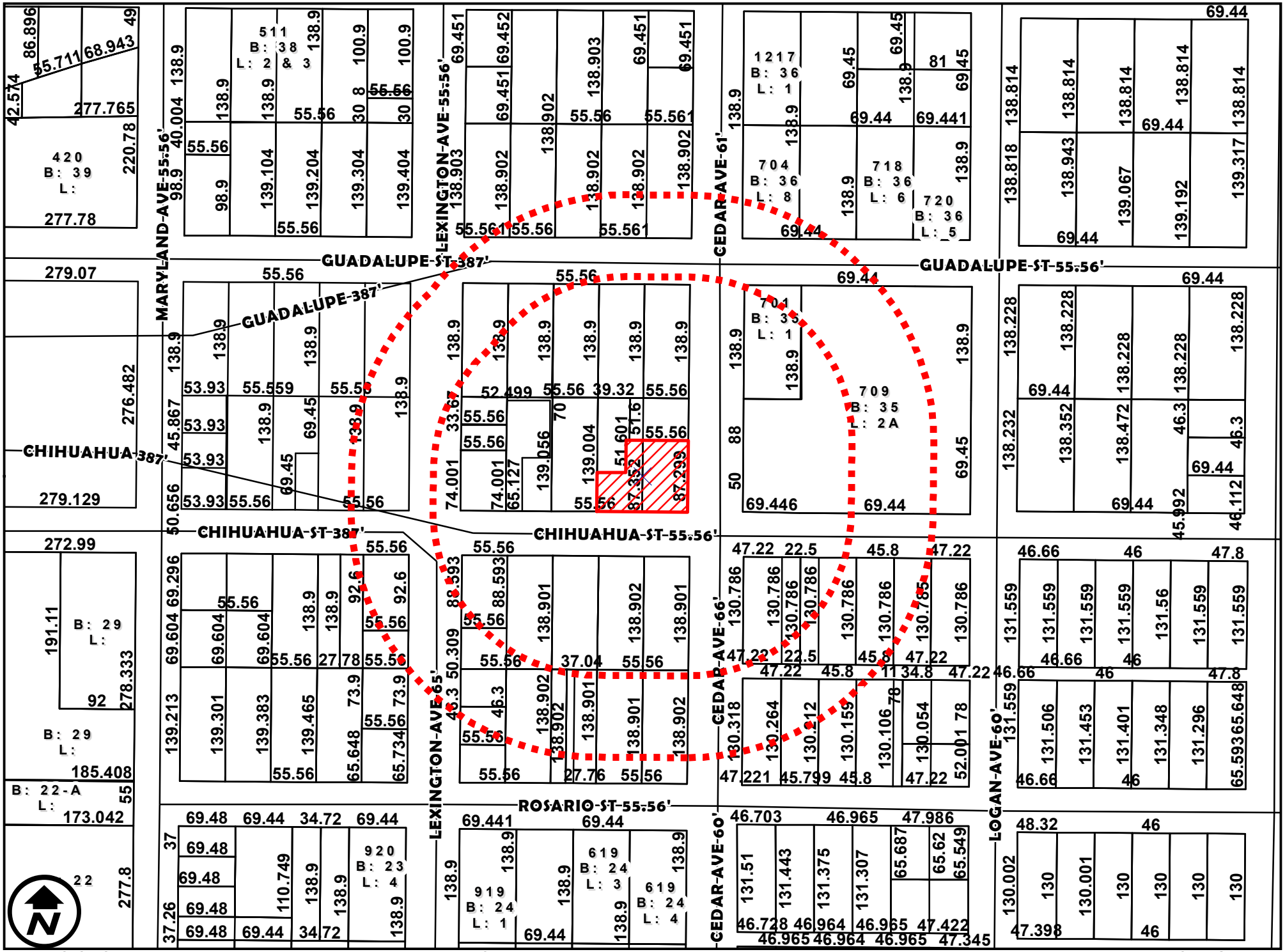


AERIAL MAP

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

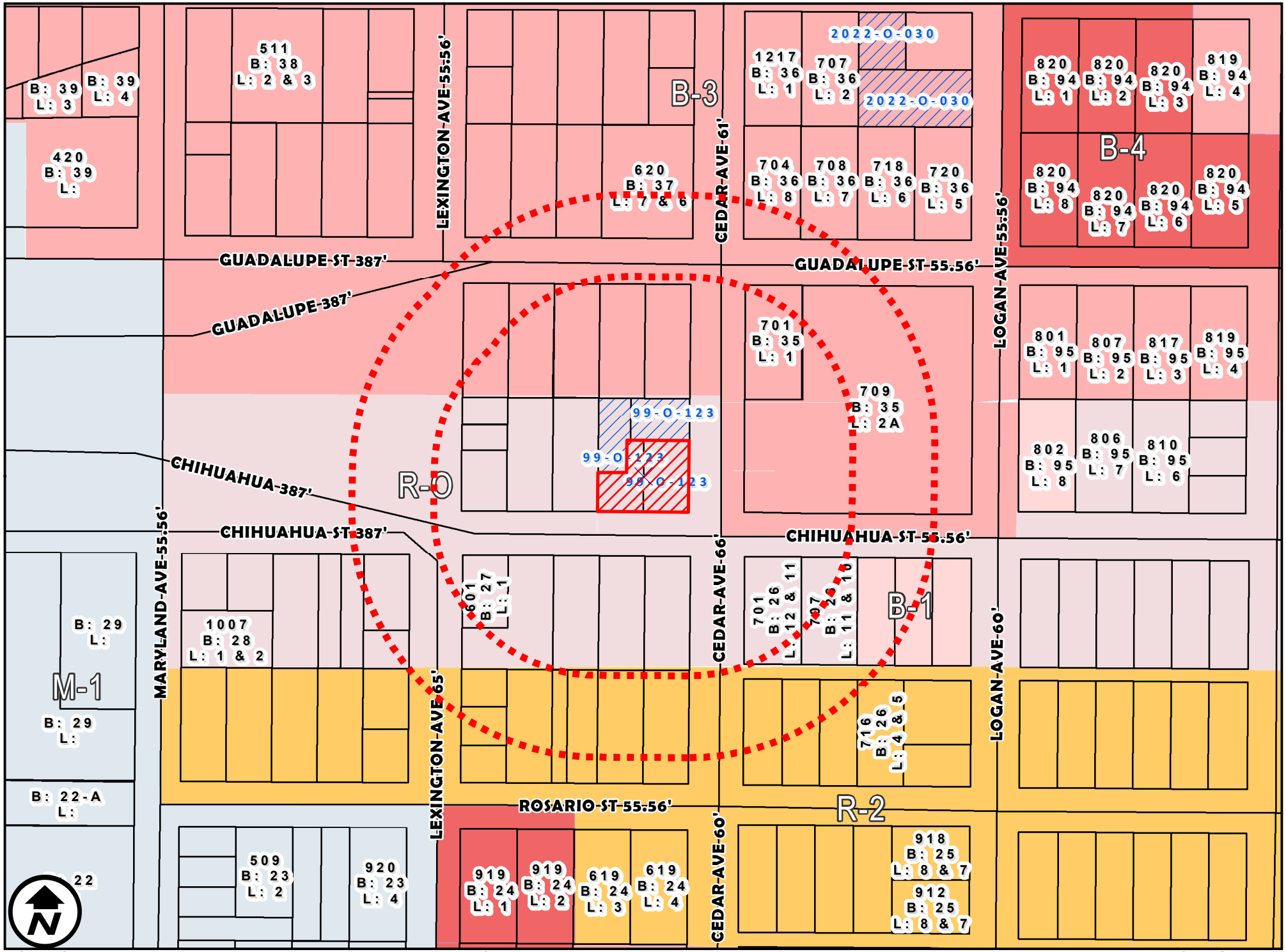


DIMENSIONS MAP

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

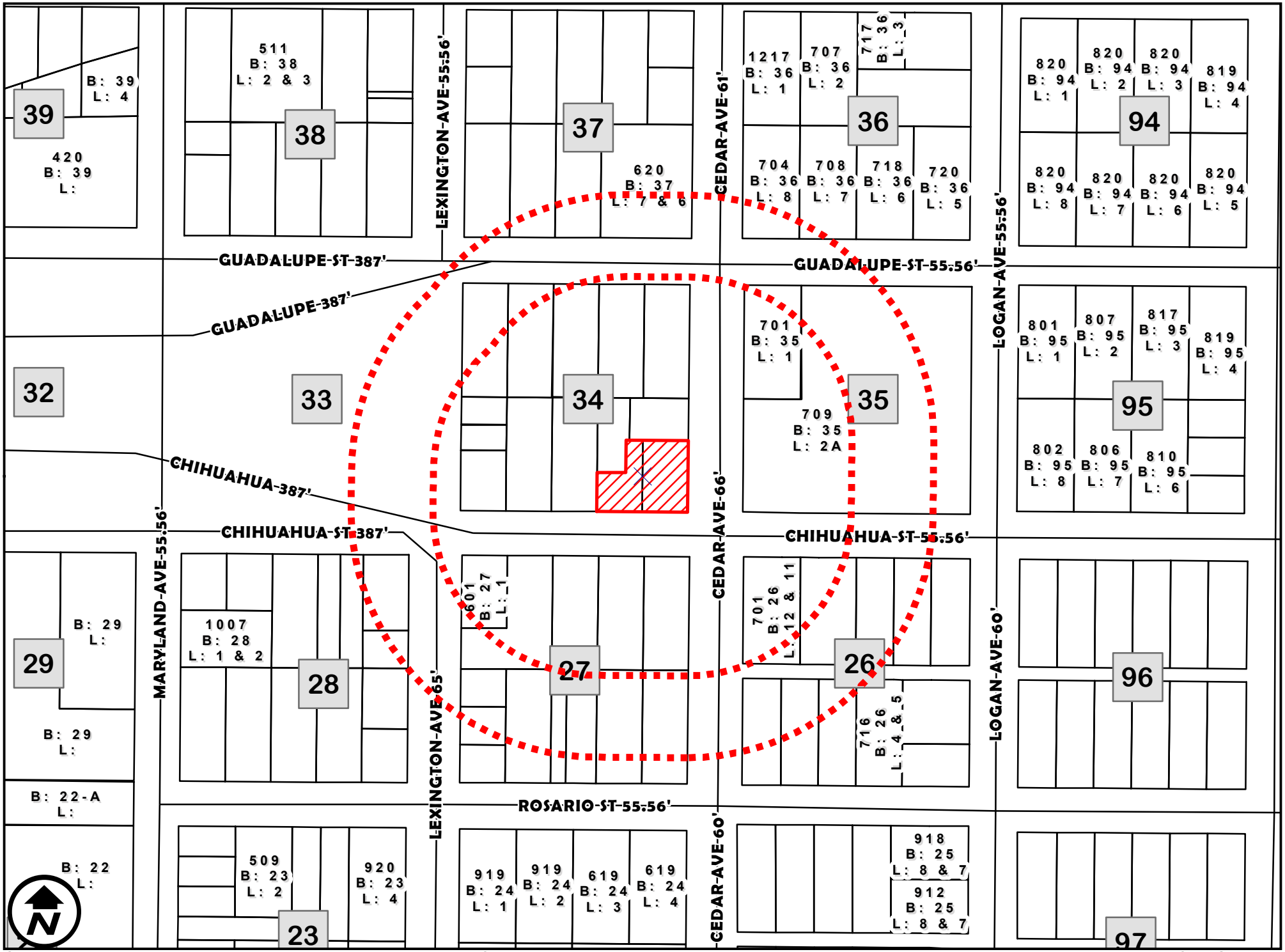


ZONING MAP

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

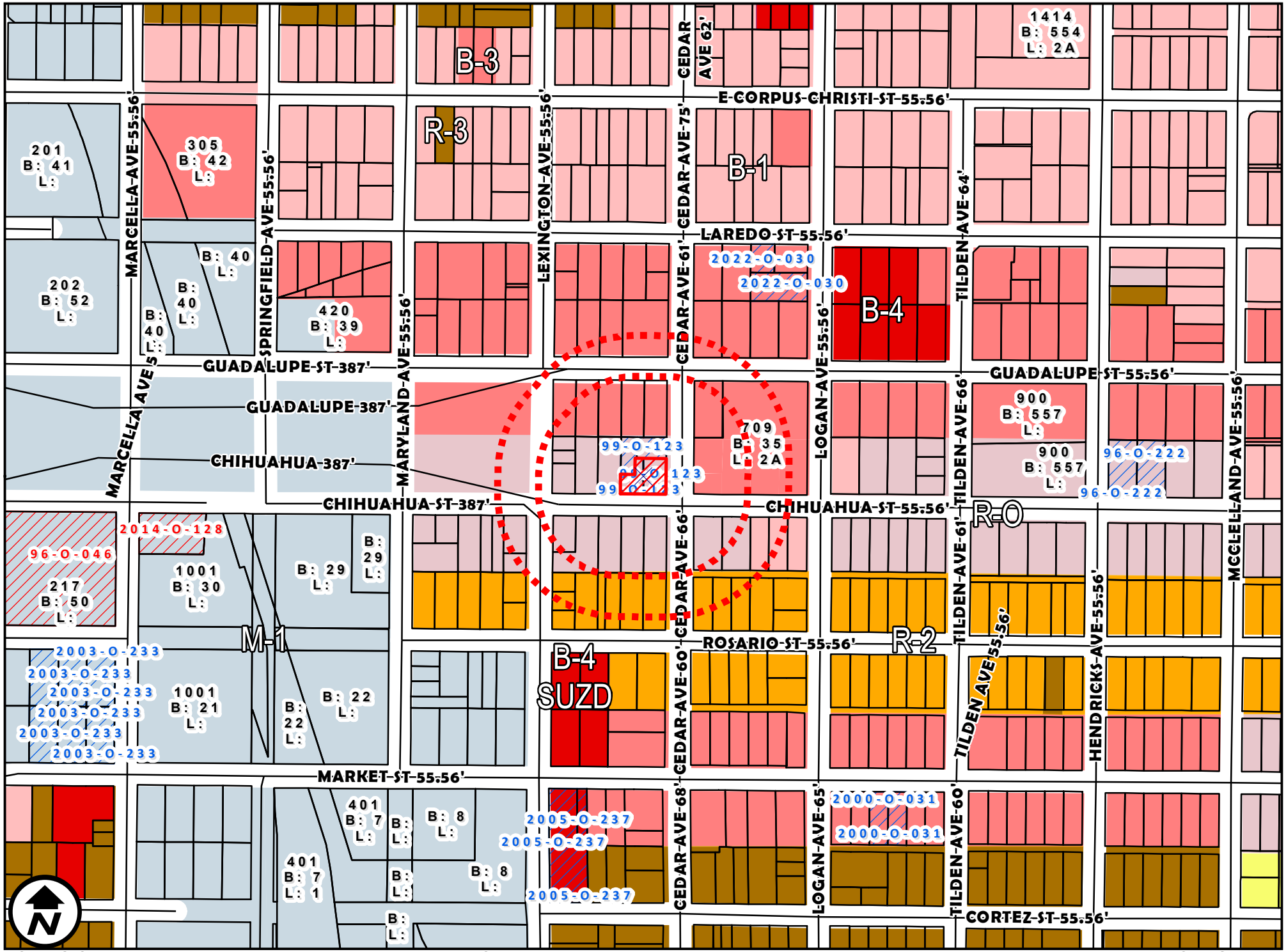


SURVEY MAP

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

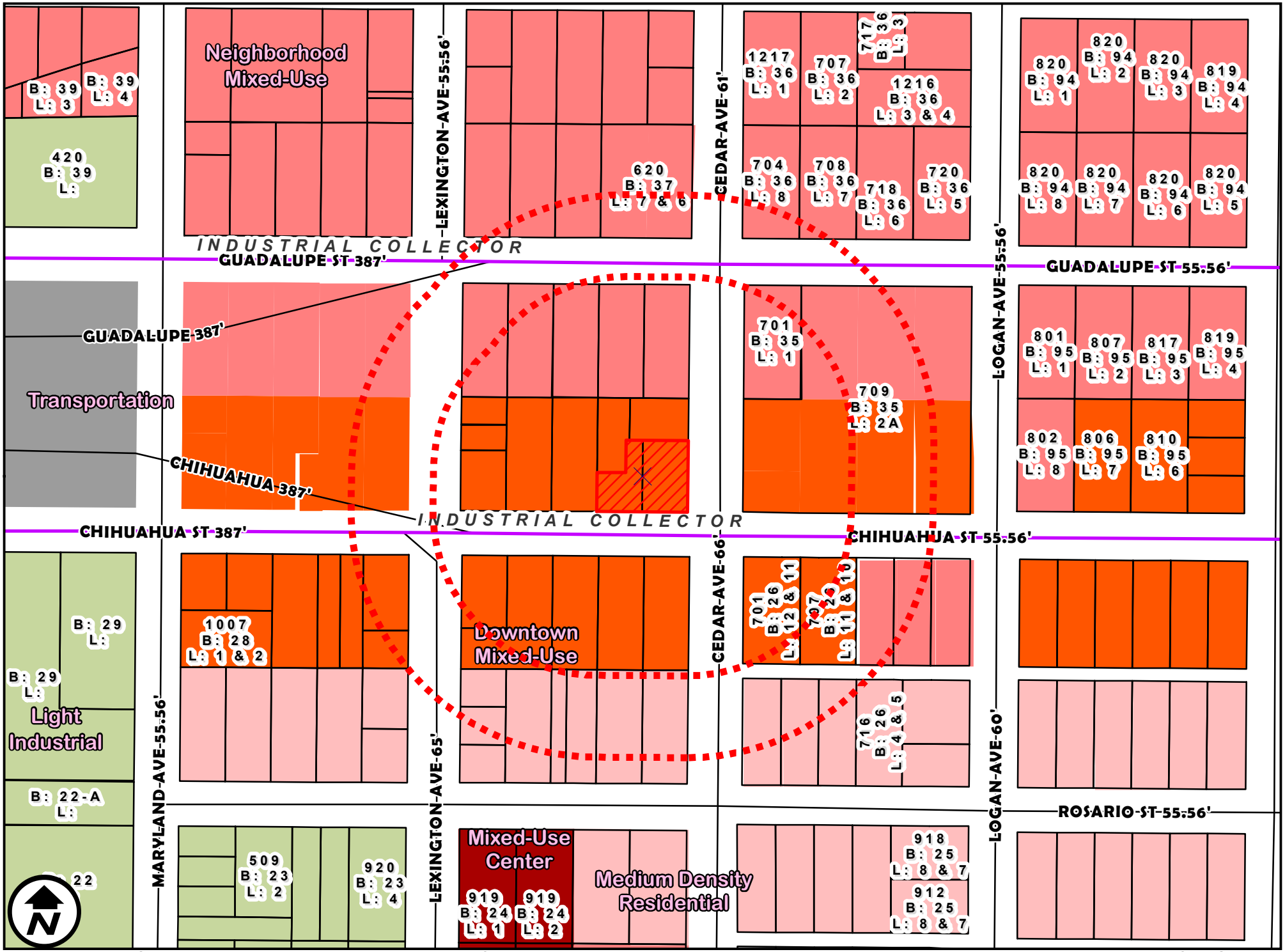


ZONING OVERVIEW

1 inch = 300 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

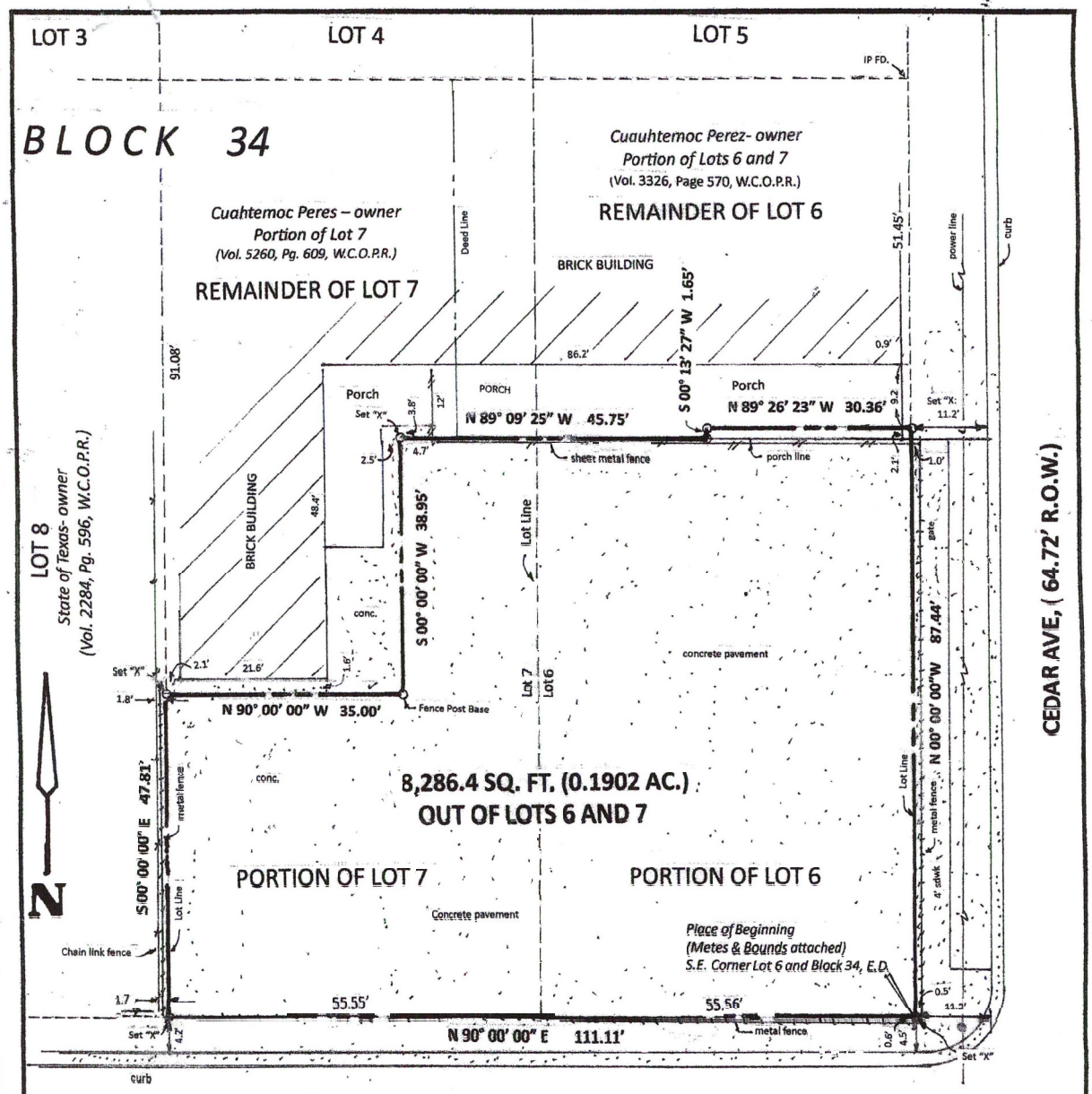


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



LEGEND
I.P.- Iron Pin D.E.- Drainage easement
P.L.- Property Line B.L.- Building Line
U.E. - Unity Easement

NOTES:
1) Utilities in easements are not shown. 2) This survey has been prepared with the reasonable expectation that it will be paid within 30 days of date below. 3) This survey is copyrighted material and may not be reproduced without the written permission of the undersigned surveyor; except as necessary for the transaction for which it is intended. 4) This survey shall consist entirely of this document with the original "wet" seal and blue ink signature. 5) Properties not described as complete lots or described by Metes & Bounds may need to be platted or replatted in order to obtain utility & building permits.

Subject to recorded restrictive covenants and/or easements as follows: Per Title Commitment Dated : _____ GF# _____ not provided _____.

Vol. 7 Pg. 18 Webb County Plat Records
Vol. _____ Pg. _____ Records
Vol. _____ Pg. _____ Records
Vol. _____ Pg. _____ Records

Bearing basis: Chihuahua St. R.O.W. per subd. Plat N 90° 00' 00" E.

CLIENT: FRANCISCO GARCIA
PROFESSION CLEAN SERVICE, INC.

SURVEY OF

A TRACT OF LAND CONTAINING 8,286.4 SQUARE FEET (0.1902 ACRE), MORE OR LESS, OUT OF LOTS 6 AND 7, BLOCK 34, SITUATED IN THE EASTERN DIVISION OF THE CITY OF LAREDO, PER THE J.A. ORTIZ RE-PLAT RECORDED IN VOLUME2, PAGE 18, OF THE WEBB COUNTY, TEXAS, PLAT RECORDS. (METES AND BOUNS ATTACHED)

ADDRESS: 1102 CEDAR AVE.

SURVEY NO. 15602

Scale: 1" = 20'

This property ☐ is ☑ is not located within a flood hazard area and is within Zone X according to Flood Insurance Rate Map No. 48479C1215C, F.I.R.M. Date: APRIL 2,2008

SURVEYOR'S CERTIFICATION

I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 24 TH day of NOVEMBER, 2025.

Signed: _____
J. Ricardo Sanchez
R.P.L.S. # 4232

STATE OF TEXAS REGISTERED J. RICARDO SANCHEZ 4232 PROFESSIONAL LAND SURVEYOR

SANCHEZ ENGINEERING, INC.
P.O. BOX 2654
LAREDO, TEXAS 78044
(956) 723-5578
Texas Land Surveying Firm No. 10111000


ZC-027-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-O TO B-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY THE SOUTH 87.3 FEET OF LOT 6 AND EAST 20.56 FEET OF SOUTH 87.30 FEET OF LOT 7 AND WEST 35 FEET OF THE SOUTH 47.82 FEET OF LOT 7, BLOCK 34, EASTERN DIVISION, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED AT 1102 CEDAR AVENUE, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1102 Cedar Avenue, from R-O (Residential/Office 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 March 19, 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 April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described

by metes and bounds in attached “Exhibit A”, located at 1102 Cedar Avenue, from R-O (Residential/Office 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: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 16.**

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 Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road.

The Planning and Zoning Commission recommended approval of the proposed special use permit. Staff supports the application.

ZC-015-2026
District IV

Council District: District 6 **Zone Case:** ZC-015-2026

Letters sent to property owners: 15

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 proposed special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-015-2026

Comprehensive Plan Alignment Review

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

---

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

Future Land Use – Neighborhood Mixed Use

The Future Land Use Map identifies this area as **Neighborhood Mixed Use**, which supports neighborhood-serving commercial uses integrated with residential development.

The Comprehensive Plan recognizes that mixed-use areas are intended to allow a compatible combination of residential and commercial activities to serve nearby neighborhoods.

Relevance:
A restaurant serving alcohol, subject to conditions and operational limitations, may function as a neighborhood-serving commercial use consistent with the mixed-use character of the area, particularly along a Major Arterial (McPherson Road).

Policy 1.2.2

"Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods."
(Page 1.28)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The Special Use Permit process allows for case-by-case evaluation and the imposition of operational conditions (e.g., prohibition of outdoor patio, fencing, lighting controls, limited hours). These mitigation measures are consistent with the policy direction to ensure compatibility between commercial uses and adjacent residential areas.

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
(Page 5.32)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The site is an existing developed commercial property located along McPherson Road (Major Arterial) and within an established mixed-use corridor. The request does not involve new expansion but rather an operational modification within an existing structure, consistent with infill and reinvestment objectives.

Community Character & Compatibility Theme

The Comprehensive Plan emphasizes protecting neighborhood integrity while supporting appropriate commercial activity within mixed-use corridors.

The proposed SUP maintains the existing zoning classification (B-1) and functions as an overlay rather than a permanent zoning map change. Conditions recommended by staff (screening, lighting controls, prohibition of outdoor music, fencing adjacent to residential areas) directly support the Plan's broader compatibility and quality-of-life goals.

---

3. Summary of Alignment

The proposed Special Use Permit for a restaurant serving alcohol demonstrates **Moderate alignment** with the *Viva Laredo Comprehensive Plan*.

The request is located within an area designated **Neighborhood Mixed Use**, which anticipates integrated commercial and residential activity. The proposal:

- Supports neighborhood-serving commercial activity along a Major Arterial corridor.
- Advances infill and reinvestment within an existing developed site (Policy 5.2.1).
- Allows compatibility safeguards through operational conditions consistent with Policy 1.2.2.

However, the application requires careful consideration due to:

- Proximity to residential uses.
- Distance requirement considerations under the Land Development Code.

Because the SUP does not directly implement a specific Comprehensive Plan mandate but contributes to the broader intent of mixed-use integration and compatible commercial development, the appropriate classification is:

Moderate Alignment

City Council-Regular Meeting

Date: 4/20/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Pizza Hut of South Valley LP, Owner; Ayva Pizza, LLC, Applicant; and Shoukatali Dhanani, 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 Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road.

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

ZC-015-2026
District VI

PREVIOUS COUNCIL ACTION
On April 7, 1997, the City Council approved of the zone change request from AG to B-1 and R-O. (Ordinance Number 97-O-077)

BACKGROUND

Council District: VI – Dr. Tyler King

Proposed use: The proposed use is a special use permit for a Restaurant Serving Alcohol (Pizza Hut)

Minimum Zoning Required for Proposed Use: B-4 (Highway Commercial District) zoning district.

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

Site: The site is currently occupied by Pizza Hut Restaurant.

Surrounding land uses: To the north of the site is Sonterra Drive, Taco Palenque, Yun Cuisine, Delgado Insurance Agency, Tots to Teens Pediatric Dentistry & Orthodontics, and multi family residential uses. To the east of the site is McPherson Road, Laredo Medical Center, Geo Mortgage, SLAY Architecture, Texas Elite Realty Group, and Allied Universal Security Services. To the south of the site is Cantera Court, La Vida Food Truck, Savora Café Brunch, Melskitchenservices, Horikawa Tattoo and Piercing Studios, Blue Moon Country Bar & Patio, and multi family residential uses.

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

Transportation Plan: The long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and Cantera Court 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: 15 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 8 to 0 vote recommended **approval** of the special use permit.

STAFF RECOMMENDATION

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

1. Although the site does not meet the minimum distance requirement of 300 feet as per the Laredo Land Development Code Section 24.93.7, subsection (1), it is not anticipated to have a negative impact in the surrounding area or neighborhood because there will be no outdoor patio.
    - The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    - The distance to the nearest residential zoning district is approximately 162 feet.
2. The proposed use is compatible with the area since there are similar uses within the vicinity.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Pizza Hut #39502, and may only be transferred upon application to and with the express permission of the City Council.
2. The hours of operation shall be limited to, Sunday through Thursday 10:30 a.m. to 11:00 p.m and Friday through Saturday 10:30 a.m. to 12:00 a.m.
3. An outdoor patio and/or outdoor seating is prohibited.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. 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.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.

9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. 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.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.
13. 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.
14. The restaurant shall undergo an annual Fire Inspection.
15. 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.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).
18. 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.
19. 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.
20. Failure to comply (# 19 condition) above, shall render the existing SUP null, void and of no force or effect.
21. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Notice to the owner/applicant:

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

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
There are multi-family residential uses to the south and west of the site and a bar to the south of the site.
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood because there will be no outdoor patio.

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

Attachments

Comp Plan Alignment

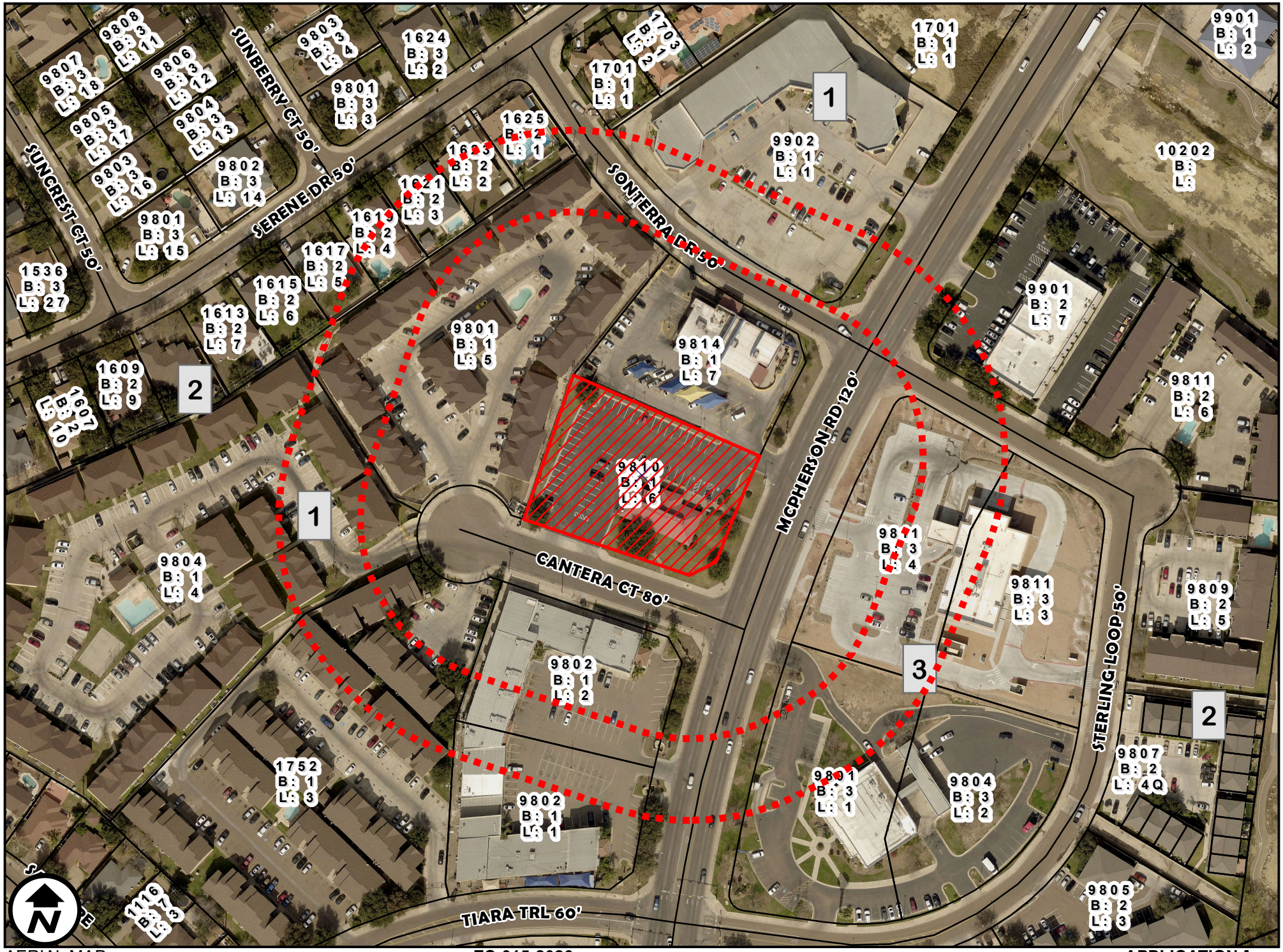
Maps

Zone Change Signage

Narrative

Site Plan

Draft Ordinance

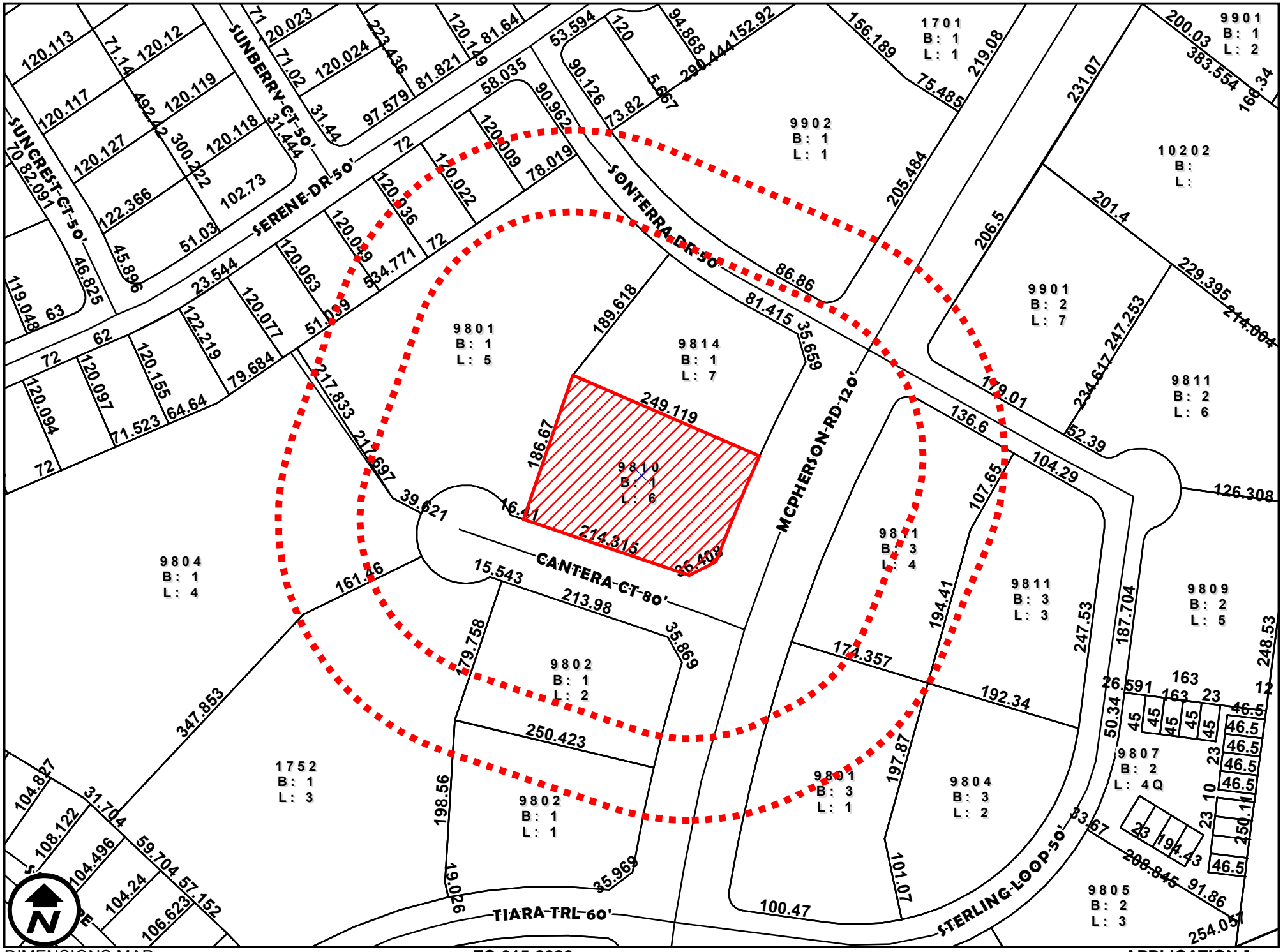


AERIAL MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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

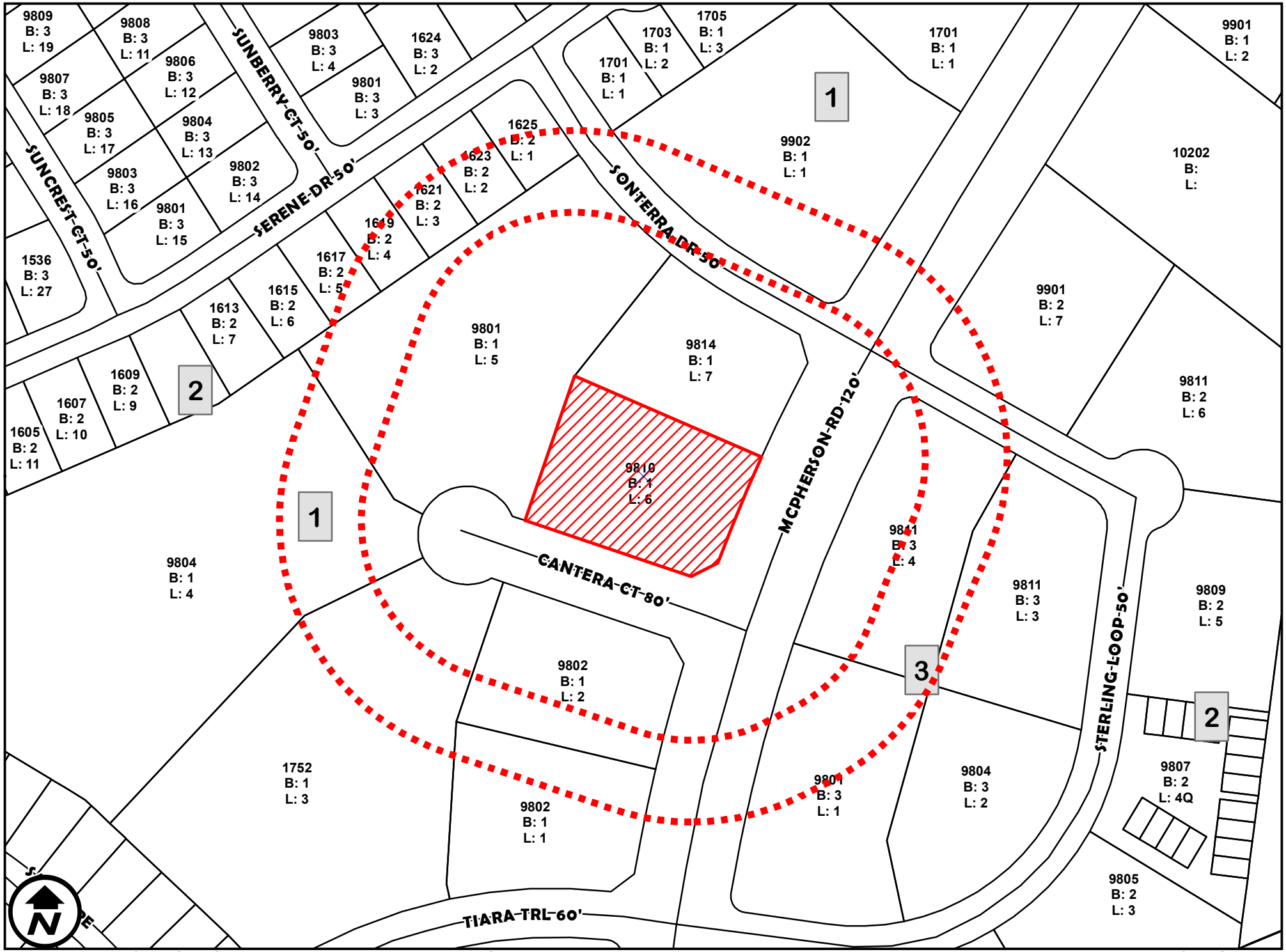


DIMENSIONS MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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

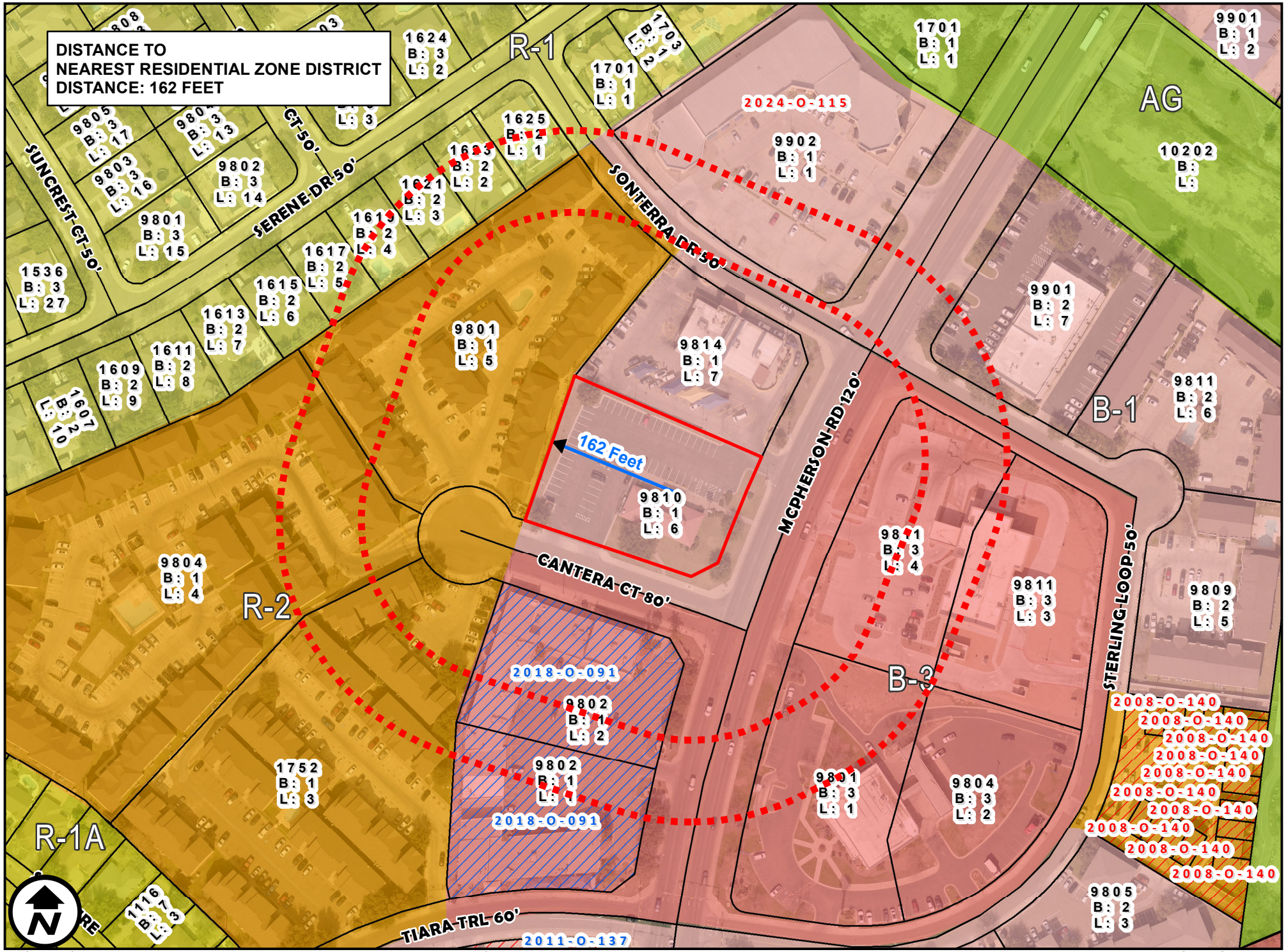


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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

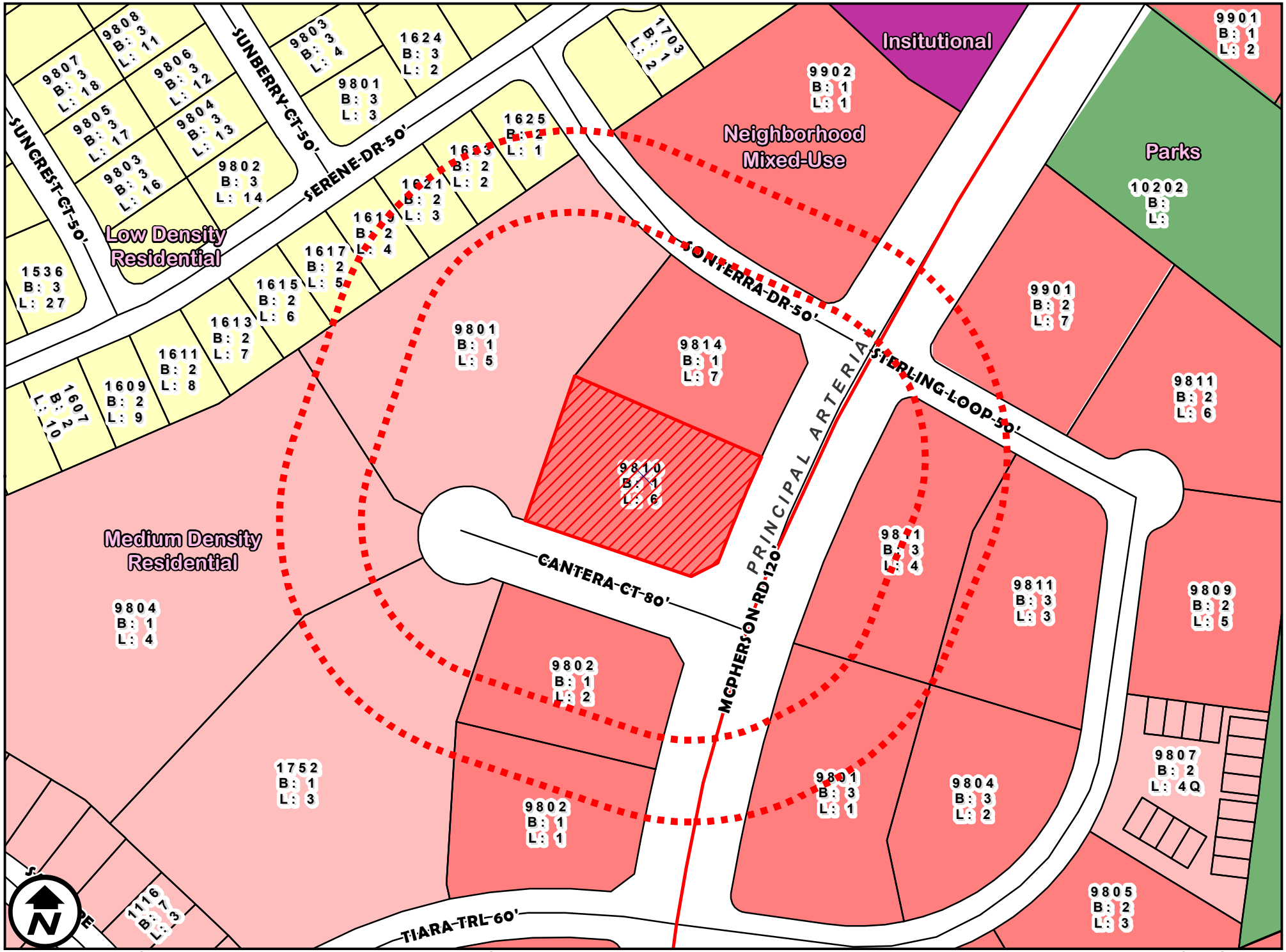


DISTANCE MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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

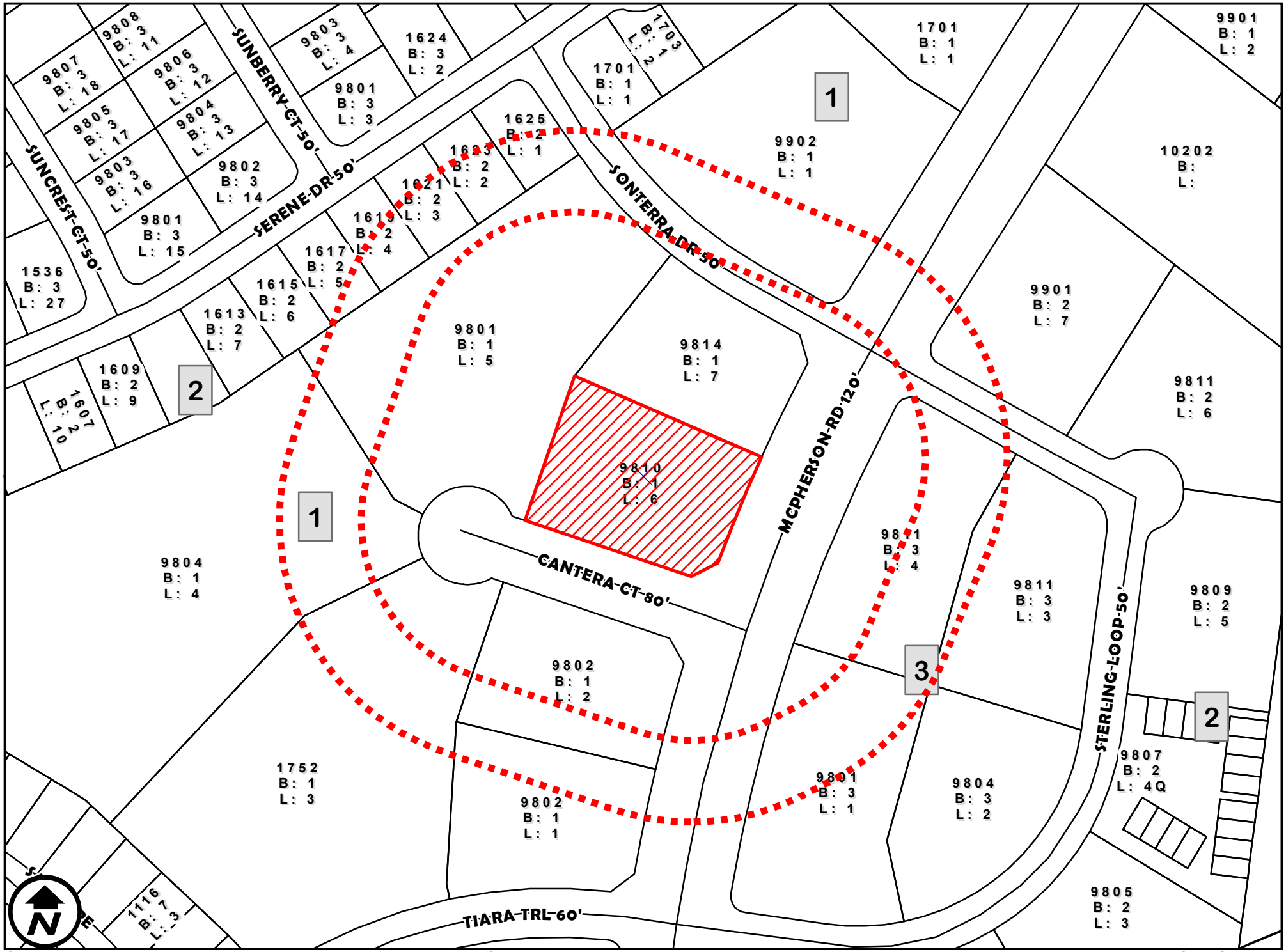


FUTURE LANDUSE

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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

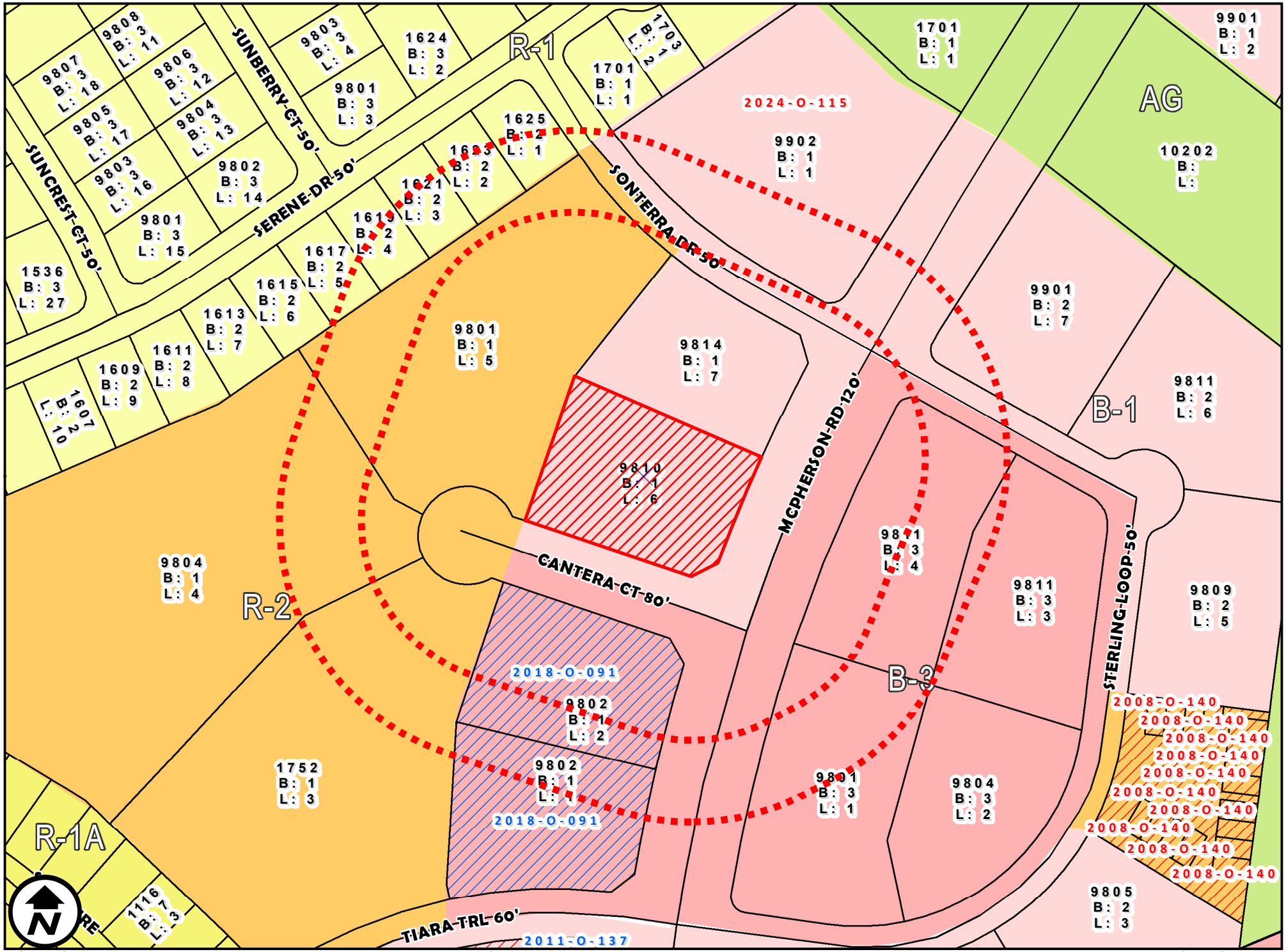


SURVEY MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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

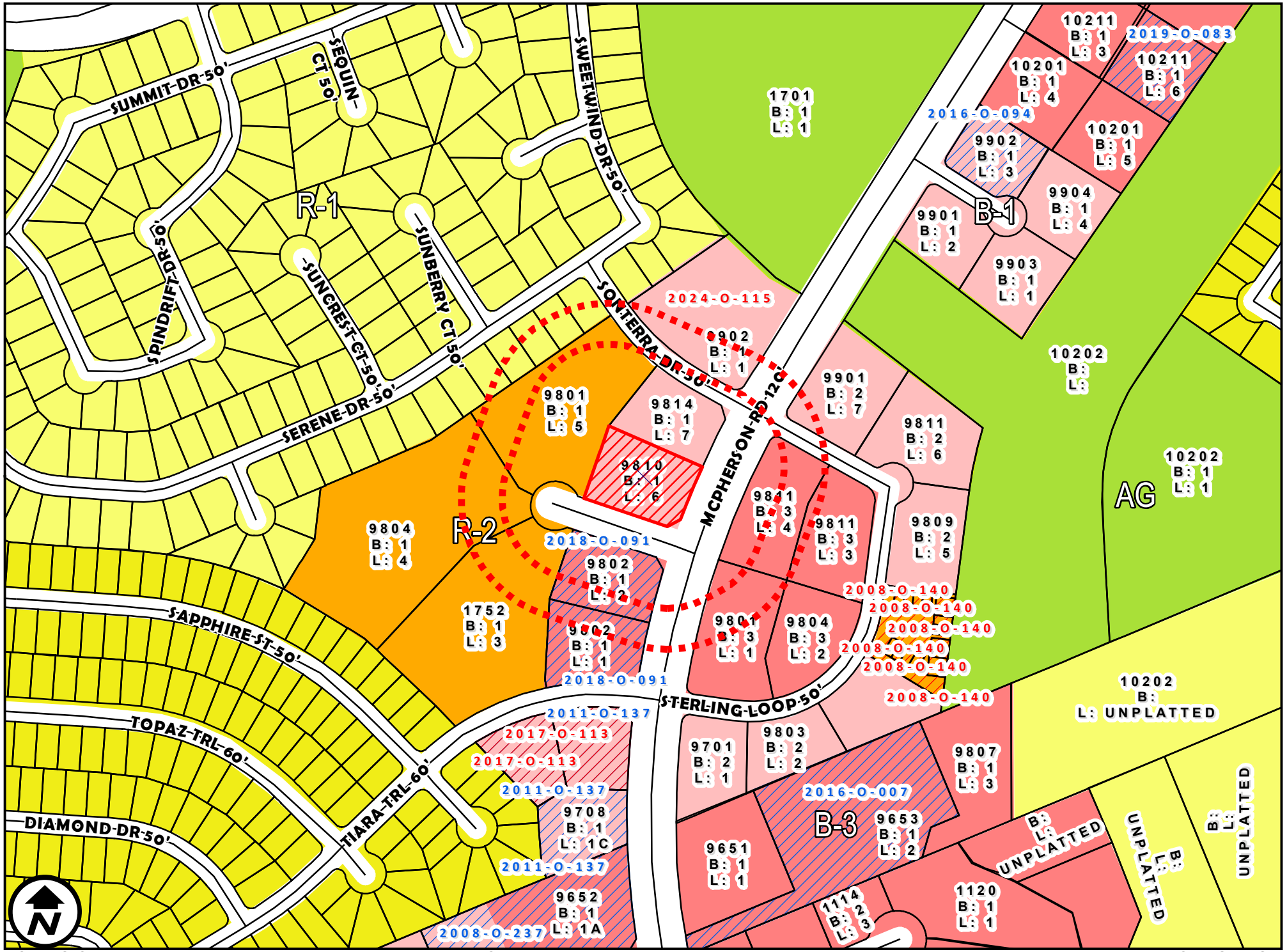


ZONING MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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



ZONING OVERVIEW

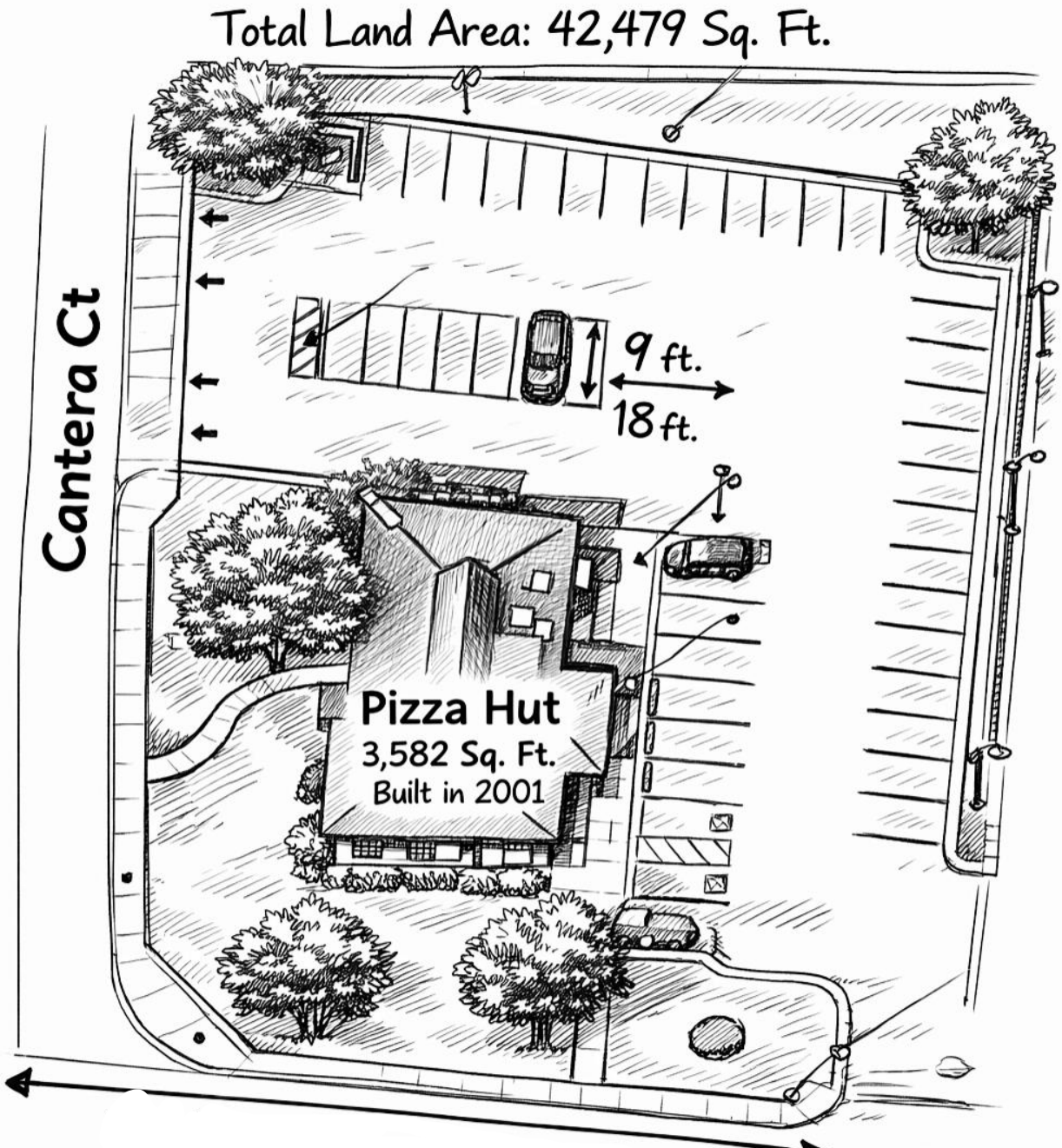
1 inch = 300 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

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


ZC-015-2026
ATTENTION
PROPOSED
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

Pizza Hut at 9810 N McPherson Ave in Laredo, Texas, is a full-service quick dining restaurant specializing in handcrafted pizzas, pasta dishes, chicken wings, and classic sides. This location operates seven days a week, with business hours from 10:30 AM to 11:00 PM Sunday through Thursday, and 10:30 AM to 12:00 AM on Fridays and Saturdays. The store employs approximately 25 team members, including kitchen staff, delivery drivers, and front-of-house personnel, all dedicated to delivering fast, friendly, and reliable service. Offering dine-in, takeout, and delivery options, the restaurant serves families, students, and professionals throughout the Laredo area and enjoys high visibility in a well-trafficked commercial corridor.



Net land area of the site is 42,479 square feet and the site has 140.19 feet of frontage along west side of Mcpherson and 21,426 feet of frontage along the north side of Cantera court

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE FOR A RESTAURANT SERVING ALCOHOL ON LOT 6, BLOCK 1, SAN ISIDRO MCPHERSON SUBDIVISION, PHASE IV, CANTERA COURT, LOCATED AT 9810 MCPHERSON ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 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 April 20, 2026, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a restaurant serving alcohol on Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road.

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

1. The Special Use Permit is issued to Pizza Hut #39502, and may only be transferred upon application to and with the express permission of the City Council.
2. The hours of operation shall be limited to, Sunday through Thursday 10:30 a.m. to 11:00 p.m and Friday through Saturday 10:30 a.m. to 12:00 a.m.
3. An outdoor patio and/or outdoor seating is prohibited.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. 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.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. 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.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. 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.
14. The restaurant shall undergo an annual Fire Inspection.
15. 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.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).

18. 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.
19. 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.
20. Failure to comply (# 19 condition) above, shall render the existing SUP null, void and of no force or effect.
21. The use authorized by the special use permit is required to abide by all relevant municipal codes.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, 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: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 17.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

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

ZC-030-2026
District III

Council District: District 3 **Zone Case:** ZC-030-2026

Letters sent to property owners: 21

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 9 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-030-2026

Comprehensive Plan Alignment Review

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1. Level of Alignment

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

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

Future Land Use – Low Density Residential

The Future Land Use Map designates the area as **Low Density Residential**, which, as noted in the staff report, includes:

"R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions**,"

The R-3 zoning district is not included within the Low Density Residential category.

Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Because the requested R-3 (Mixed Residential District) is not a zoning classification contemplated under the Low Density Residential designation, the proposal is inconsistent with the adopted Future Land Use framework.

Policy 1.1.3

"Encourage a mix of housing types within neighborhoods to accommodate a variety of household sizes, incomes, and life stages."
(Page 1.27)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
While R-3 zoning allows mobile homes and mixed residential uses, which could be interpreted as contributing to housing diversity, this policy must be considered within the broader context of the Future Land Use Map. The Low Density Residential designation reflects an intent to

maintain lower-intensity residential patterns. The proposed zoning increases allowable residential intensity beyond what is prescribed for this area.

Goal 5.1

"Ensure that all Laredoans have access to safe, decent, and affordable housing options in neighborhoods of their choice."
(Page 5.31)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Mobile homes can represent an affordable housing option. However, the Comprehensive Plan balances housing affordability with consistency in land use planning and neighborhood stability. The proposal advances affordability considerations but conflicts with the designated land use category.

---

3. Summary of Alignment

The proposed rezoning from R-1 to R-3 demonstrates **Weak/None alignment** with the *Viva Laredo Comprehensive Plan*.

The Future Land Use Map clearly designates the area as **Low Density Residential**, which does not include R-3 zoning districts. Although the surrounding area contains manufactured homes and one adjacent R-3 district, the Comprehensive Plan provides a long-range policy framework intended to guide zoning consistency and prevent incremental shifts in residential intensity.

While the request may indirectly support broader housing diversity and affordability goals (Policy 1.1.3 and Goal 5.1), those policies must be implemented within the parameters of the Future Land Use Map. Approval would represent a deviation from the adopted land use designation and could undermine long-term land use predictability.

Broader planning themes implicated include:

- **Neighborhood stability and compatibility**
- **Housing affordability**
- **Land use consistency and predictability**
- **Mobility considerations on Local Streets**

Because the requested zoning classification is not contemplated within the Low Density Residential designation and therefore conflicts with the adopted Future Land Use Map, the appropriate classification is:

Weak/None Alignment

City Council-Regular Meeting

Date: 4/20/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Baltazar Luna and Rosila Gonzaga, Owner; and Esperenza Martinez, 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 Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

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

ZC-030-2026
District III

PREVIOUS COUNCIL ACTION
On December 8, 2003, the City Council approved an annexation and establish the initial zoning of R-1. (Ordinance Number 2003-O-306).

BACKGROUND

Council District: III – Melissa R. Cigarroa

Proposed use: The proposed use is for a mobile home.
- The applicant was advised about applying for a conditional use permit (CUP), and decided to attempt the zone change instead of applying for the CUP.

Site: The site is currently occupied with a manufactured home.

Surrounding land uses: To the north of the site is Tempo Street, single family residential uses, manufactured homes, and Family Baptist Church. To the east of the site is Riata Road and Bennett trailer leasin. To the south of the site is Los Nietos Street and outside the city limits is manufactured homes and vacant land. To the west of the site is Dasaw Lane, single family residential uses, manufactured homes, and vacant developed land.

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

Transportation Plan: The long Range Thoroughfare Plan identifies Los Nietos Street and Riata Drive as a Local Streets.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 21 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 9 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. Although, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and RO *with exceptions), it is not anticipated to have a negative impact with the surrounding area or neighborhoods, as the proposed use already exist in the area.
2. The proposed use is compatible at this location, as there are similar uses, such as manufactured homes, within the surrounding area.
3. The proposed site is abutting an R-3 zoning district to the west of the site.

Notice to the owner/applicant:

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

IMPACT ANALYSIS

R-3. The purpose of the R-3 (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?
The area is surrounded by manufactured homes and single family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
The proposed site is abutting an R-3 however it is predominately surrounded by R-1 zoning districts.

Will change adversely influence living conditions in the neighborhood?

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

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for a mobile home as intended by the applicant.

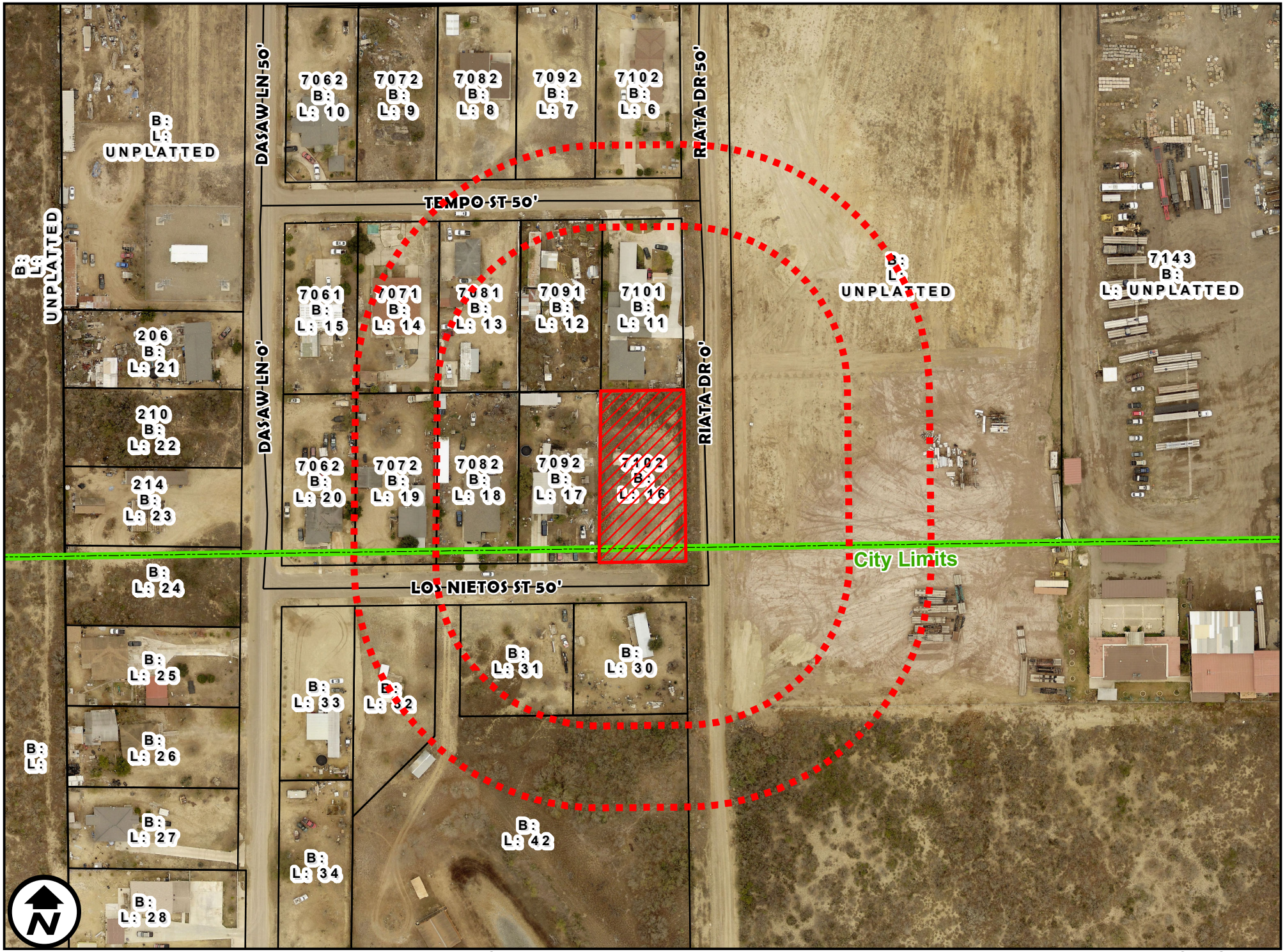
Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

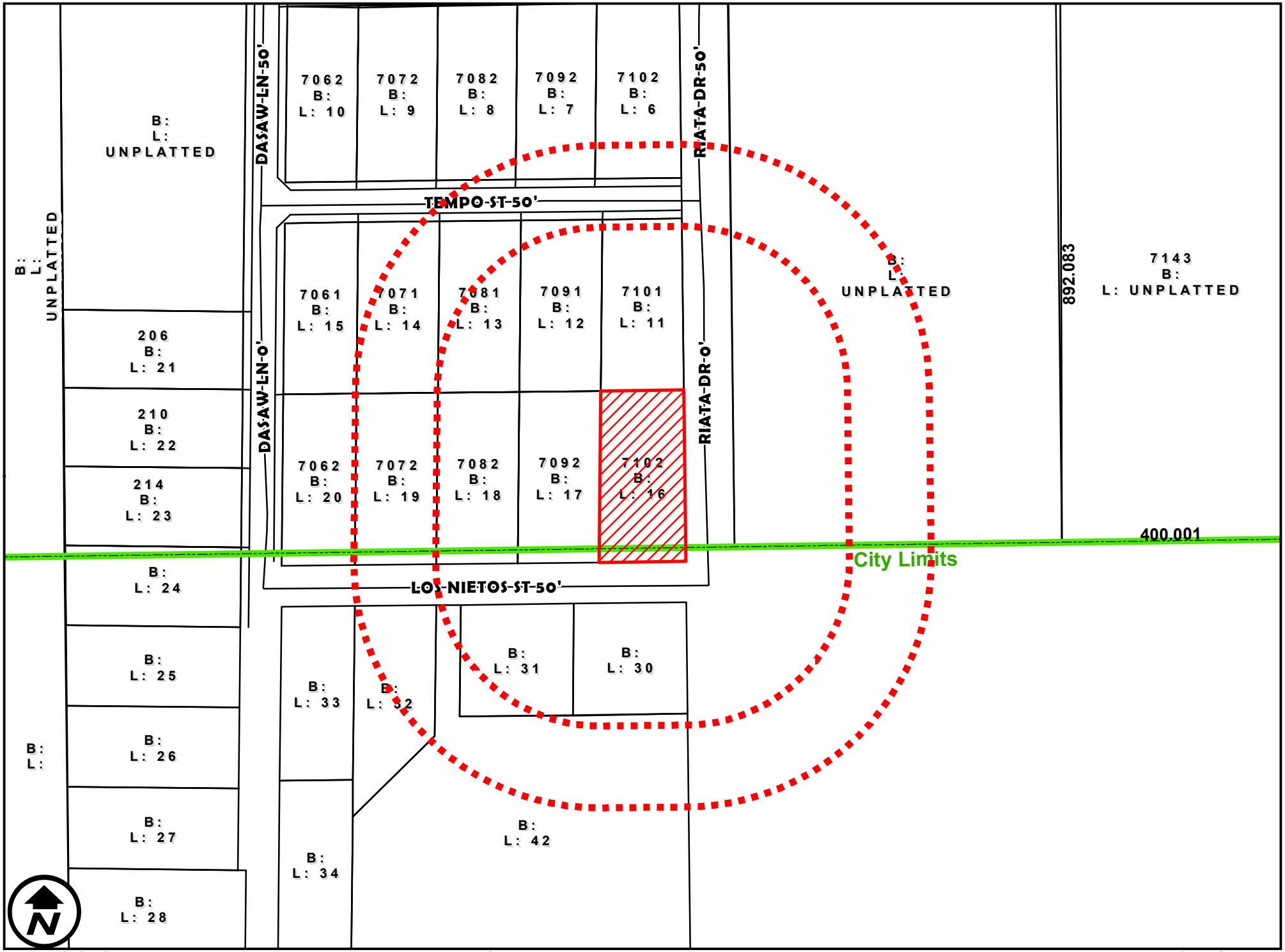


AERIAL MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

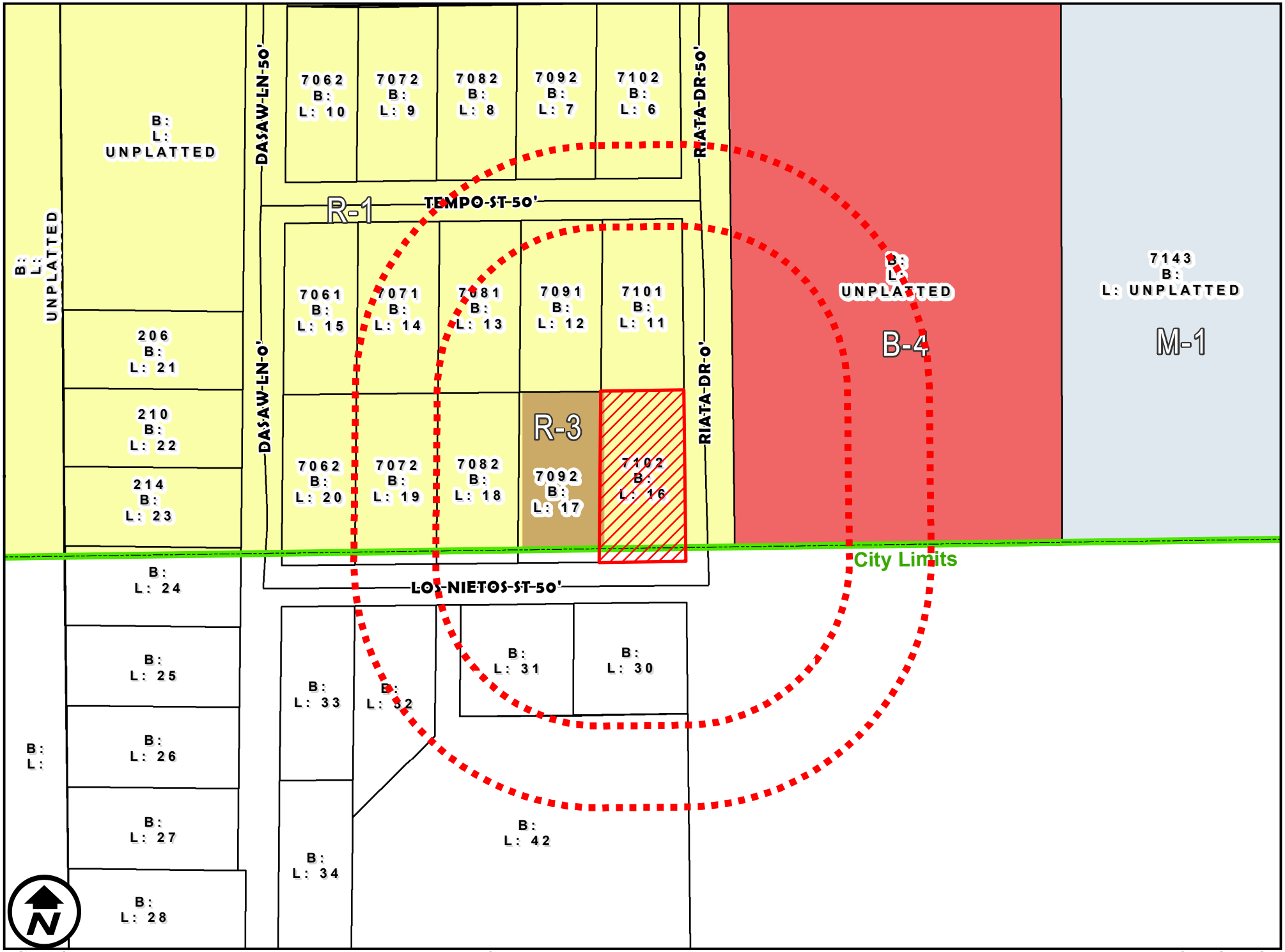


DIMENSIONS MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

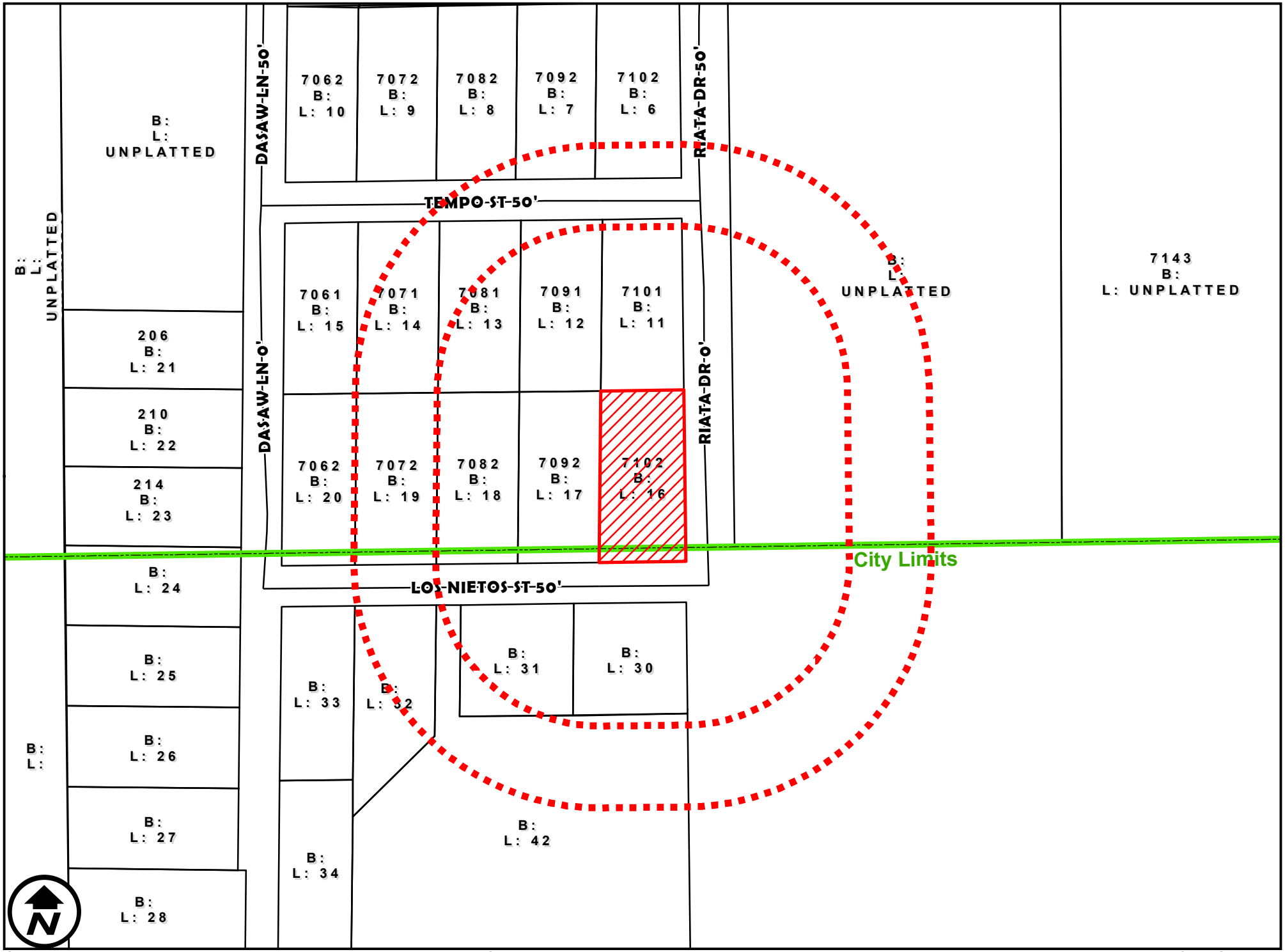


ZONING MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

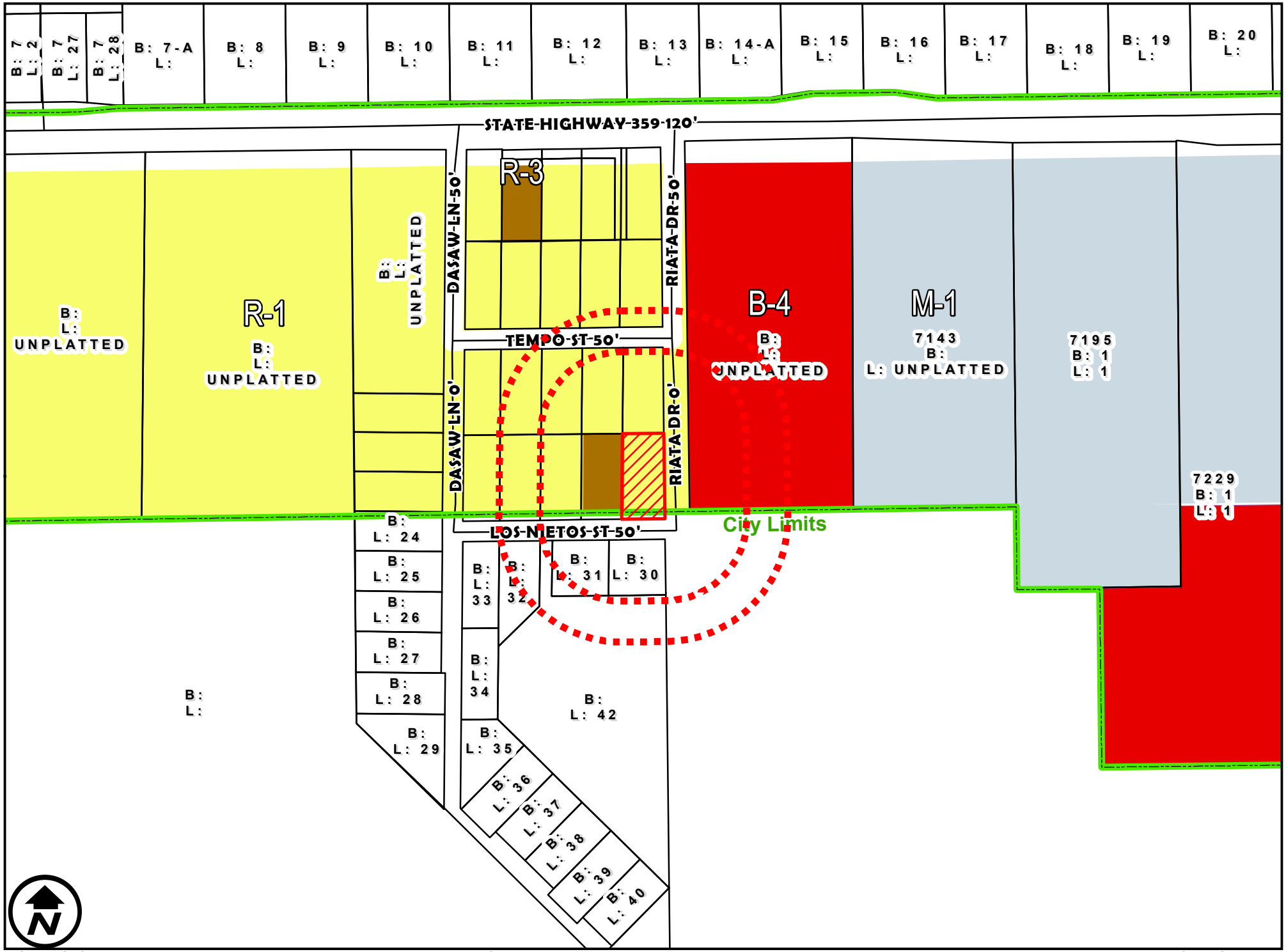


SURVEY MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

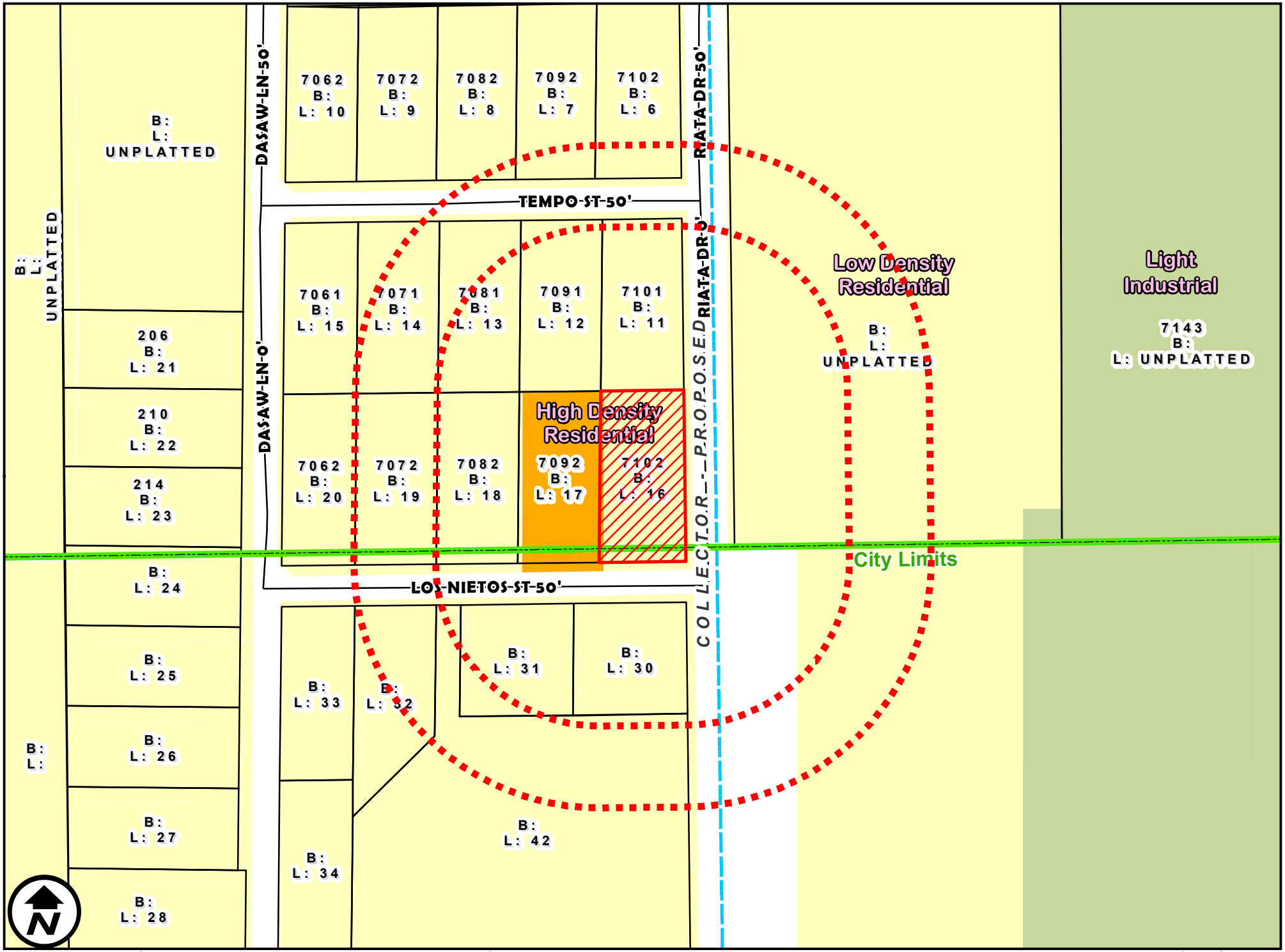


ZONING OVERVIEW

1 inch = 300 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

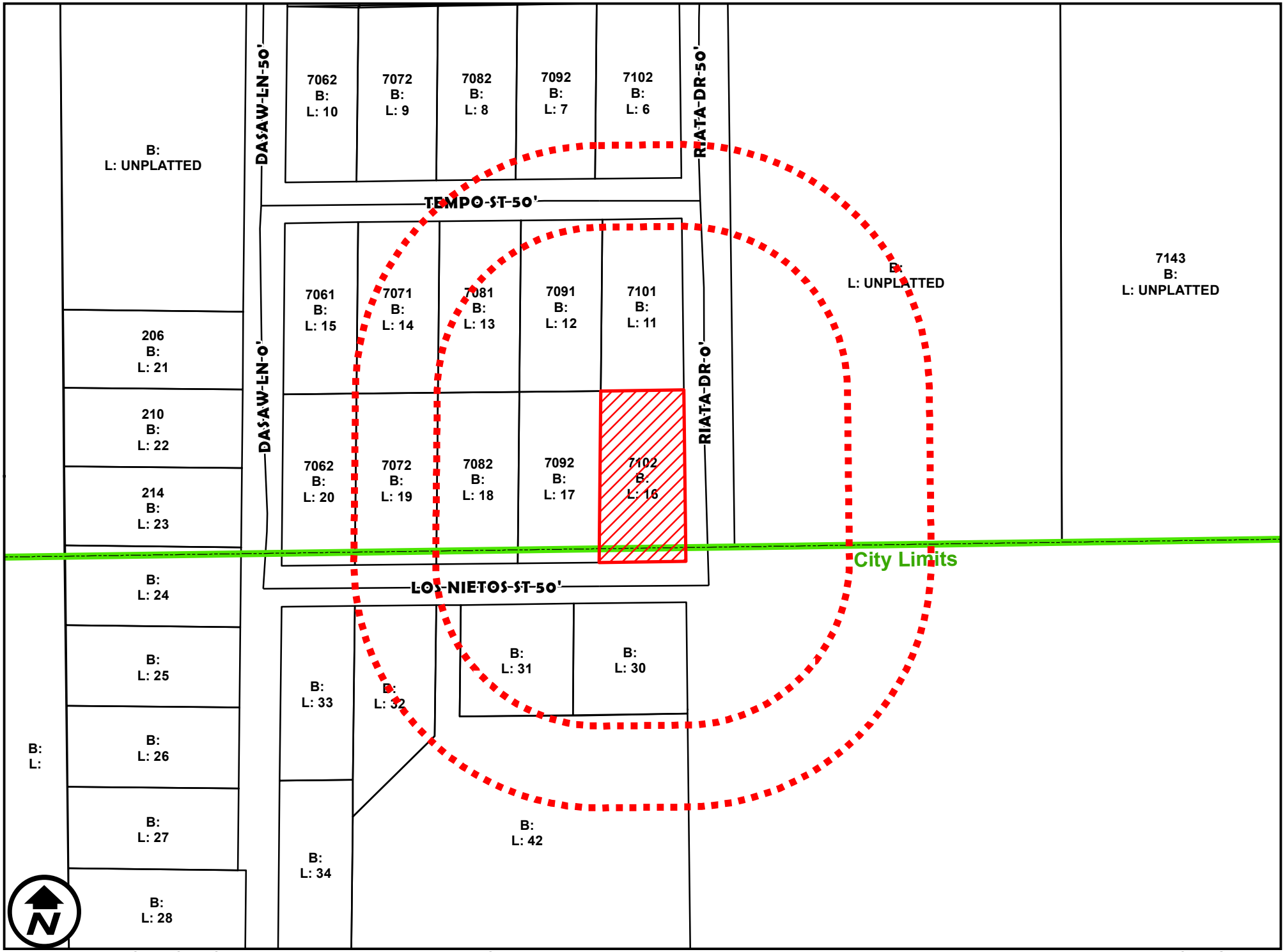


FUTURE LANDUSE

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)


ZC-030-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 16, D-5 ACRES SUBDIVISION, LOCATED AT 7102 LOS NIETOS STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 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 April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

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

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

Planning & Zoning Commission

Meeting Date: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 18.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

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

ZC-033-2026
District VI

Council District: District 6 **Zone Case:** ZC-033-2026

Letters sent to property owners: 25

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-033-2026

Comprehensive Plan Alignment Review

Comprehensive Plan Alignment Review

Agenda Item: ZC-033-2026
Request: Rezoning from AG (Agricultural District) to R-1A (Single Family Reduced Area District)
Location: North of Juan Escutia Boulevard and east of Pausa Drive
Proposed Use: Single-Family Residential
Future Land Use Designation: Low Density Residential, Neighborhood Mixed Use, Medium Density Residential, and High Density Residential

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1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

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

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
(Page 5.32)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The subject property is currently vacant and located adjacent to existing single-family residential development. The rezoning facilitates development of underutilized land within an expanding service area, supporting orderly growth and efficient use of infrastructure.

Goal 5.1

“Ensure that all Laredoans have access to safe, decent, and affordable housing options in neighborhoods of their choice.”
(Page 5.31)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The rezoning enables new single-family residential development, increasing the supply of housing in a growing area of the city. This contributes to expanding housing opportunities consistent with the Plan’s housing goals.

Policy 1.1.3

“Encourage a mix of housing types within neighborhoods to accommodate a variety of household sizes, incomes, and life stages.”
(Page 1.27)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
While the proposal is limited to single-family residential, R-1A allows reduced lot sizes compared to larger-lot districts. This supports a modest increase in housing variety and affordability within a broader area that includes multiple residential density designations.

Future Land Use Consideration

The Future Land Use Map designates the property with **multiple categories**, including:

- Low Density Residential (supports R-1A)
- Neighborhood Mixed Use (supports R-1A)
- Medium Density Residential (does not include R-1A)
- High Density Residential (does not include R-1A)

Relevance:
The proposal is consistent with some, but not all, applicable land use designations. This partial consistency supports development but does not fully implement the intended range of densities envisioned in the Comprehensive Plan.

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3. Summary of Alignment

The proposed rezoning from AG to R-1A demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*.

The request supports key housing and growth-related policies by:

- Facilitating residential development on vacant land (Policy 5.2.1);
- Expanding housing availability (Goal 5.1); and
- Allowing moderately smaller lot single-family development (Policy 1.1.3).

However, the Future Land Use Map identifies the area as accommodating a **range of residential densities**, including medium and high-density residential. The proposed R-1A zoning implements only the lower end of that spectrum, potentially limiting the Plan's broader vision for a more diverse and integrated residential environment.

From a broader planning perspective, the proposal advances:

- **Housing development and supply**
- **Orderly urban expansion**
- **Efficient land utilization**

While partially aligned with the Comprehensive Plan, the request does not fully realize the intensity and diversity of development envisioned across all Future Land Use categories applied to the site. Therefore, the appropriate classification is:

Moderate Alignment

City Council-Regular Meeting

Date: 4/20/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Rodriguez Zertuche Development LLC, Owner; and Howland Engineering and Surveying Co., 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 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

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

ZC-033-2026
District VI

PREVIOUS COUNCIL ACTION
On March 1, 2021, the City Council approved an annexation and establish the initial zoning of AG and R-1A. (Ordinance Number 2021-O-062).

BACKGROUND

Council District: VI – Dr. Tyler King

Proposed use: The proposed use is for Single Family Residential.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant land outside the city limits. To the east of the site is vacant land and vacant land outside the city limits. To the south of the site is vacant developed land and single family residential uses. To the west of the site is vacant developed land and single family residential uses.

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

Transportation Plan: The long Range Thoroughfare Plan identifies Juan Escutia Boulevard as a Local Street.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 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 Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions) and Neighborhood Mixed Use (ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH), which does include R-1A zoning districts. However, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Medium Density Residential (R-1, R-O, R-2, B-1R, R1-B) and High Density Residential (R-3, R-2, B-1R,B-1, R-O), which does not include R-1A zoning districts.
2. Although a portion of the tract is not in conformance with the Comprehensive Plan's designation as Medium Density Residential and High Density Residential which does not include R-1A zoning districts, the proposed R-1A zoning designation would be compatible with the existing R-1A zoning designations to south of the site.
3. The proposed zone change does not create an isolated zoning district as it abuts R-1A zoning districts to the west of the site.

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

R1-A. The purpose of the R1-A (Single Family Reduced Area 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 4500 square feet.

Is this change contrary to the established land use pattern?
The surrounding land use is primarily vacant land and single family residential south and east of the site.

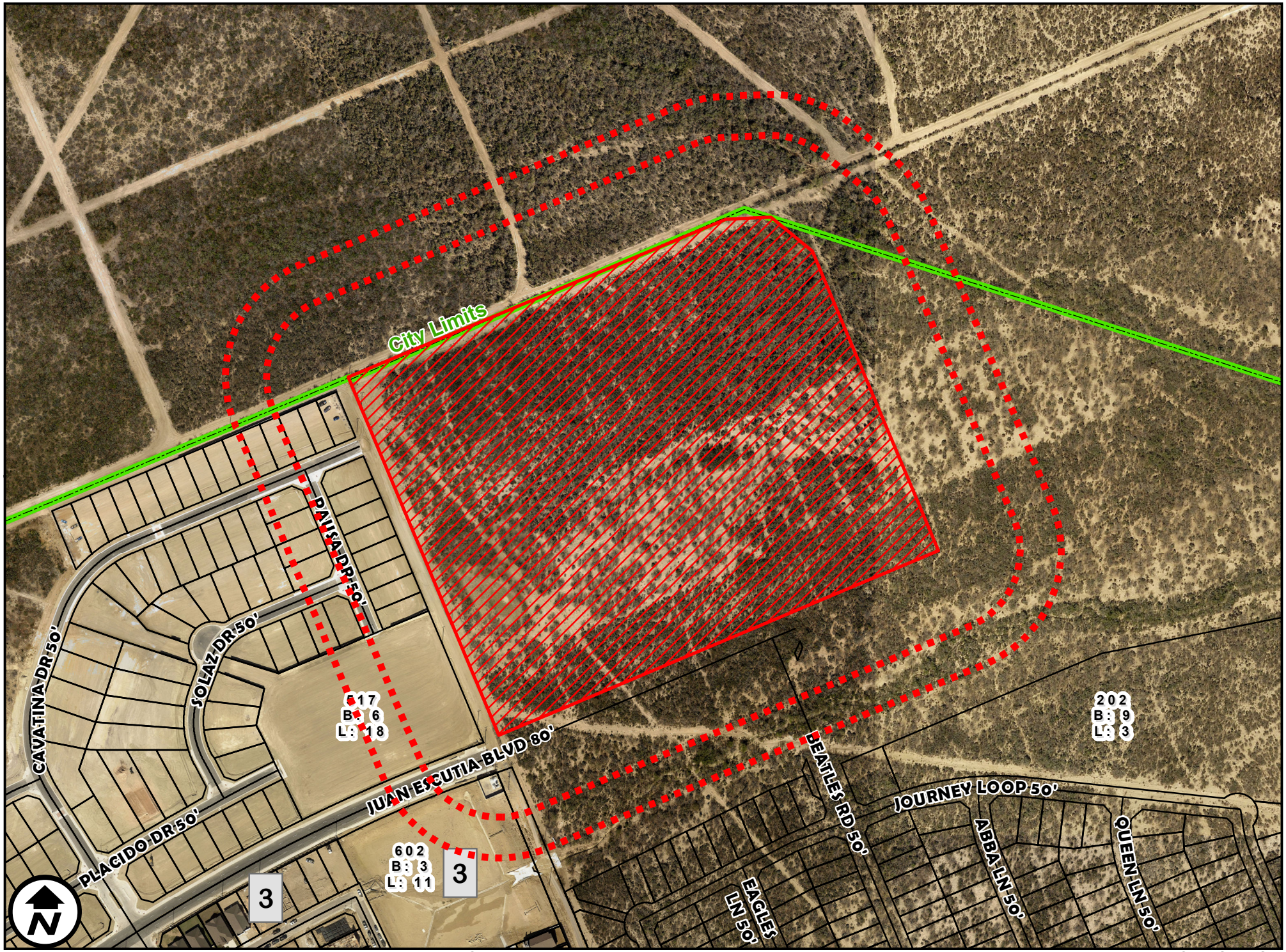
Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-1A zoning districts to the south of the site.

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?
Yes. The existing zone does not allow for single family residential uses as intended by the applicant.

Attachments

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

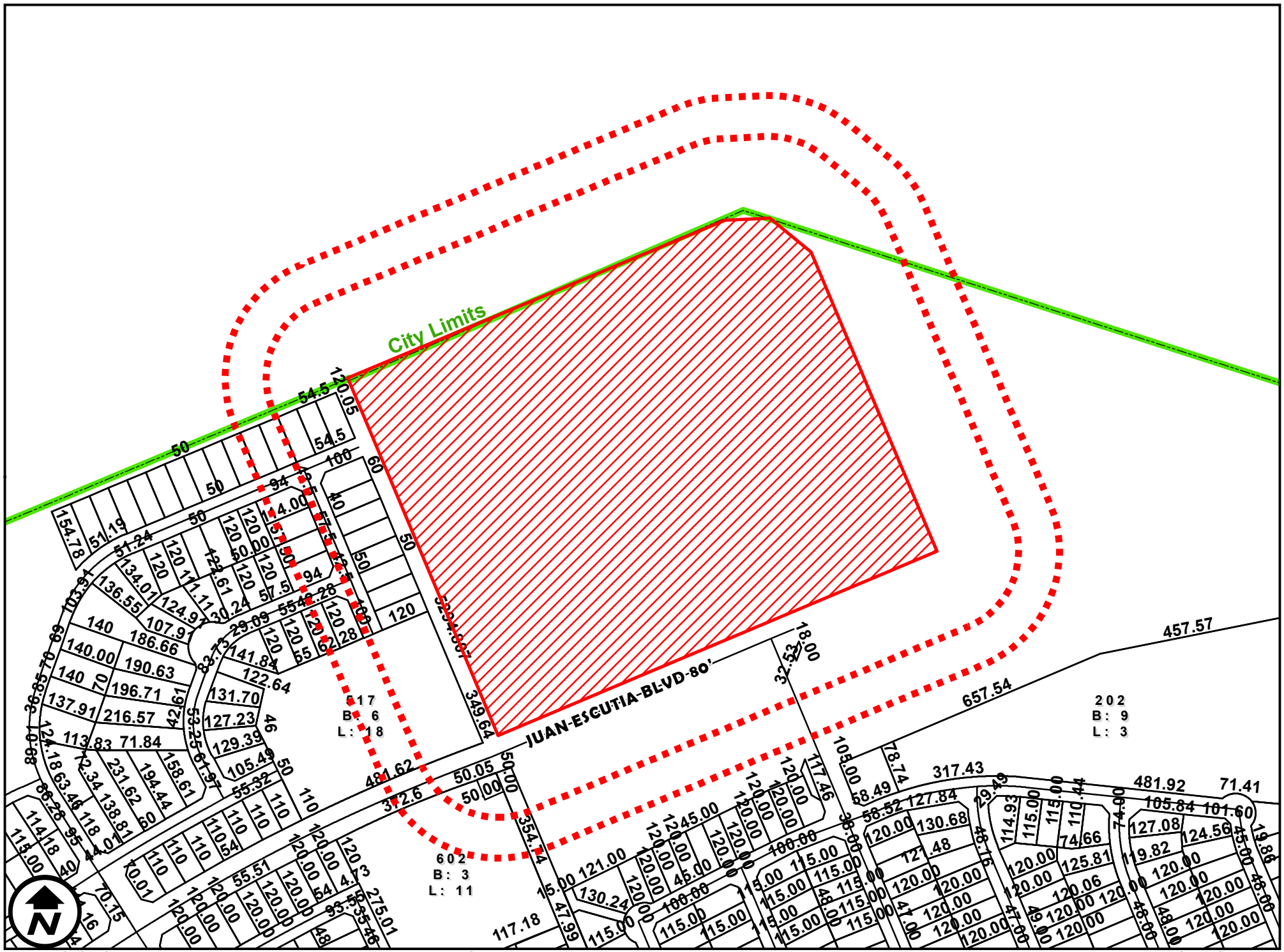


AERIAL MAP

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP

1 inch = 300 feet

ZC-033-2026

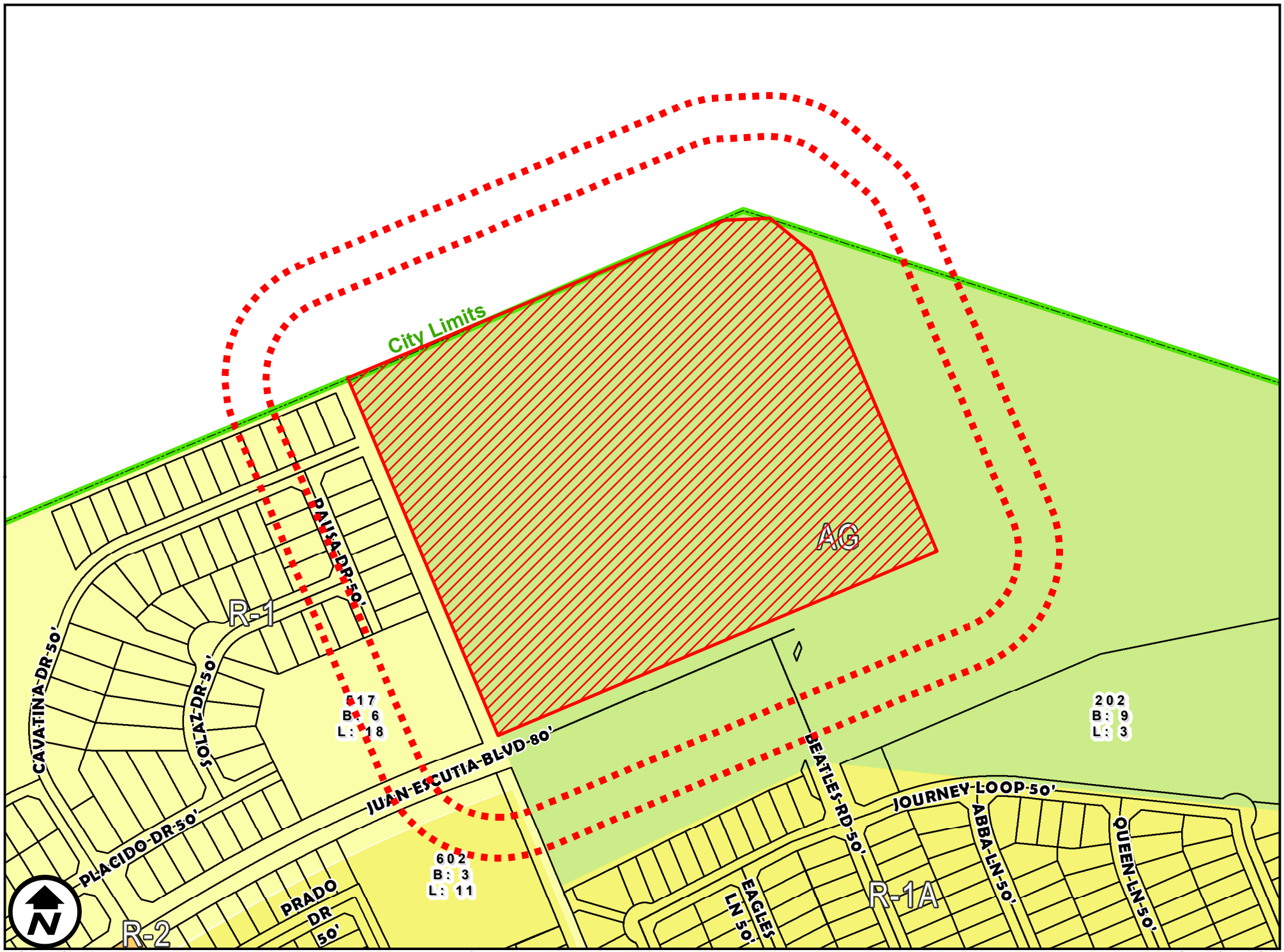
COUNCIL DISTRICT 6

NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F

AG (AGRICULTURAL DISTRICT) TO

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

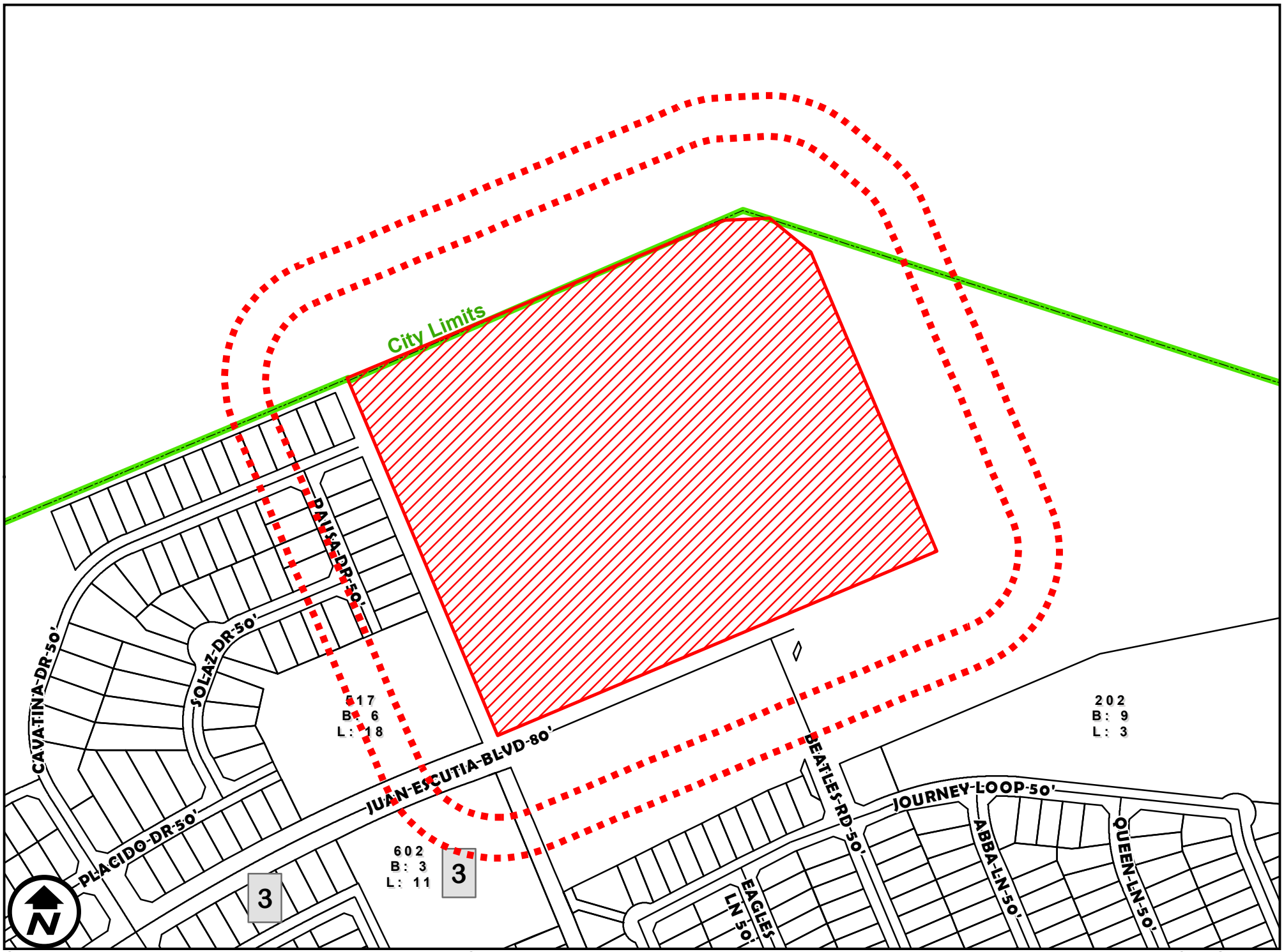


ZONING MAP

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

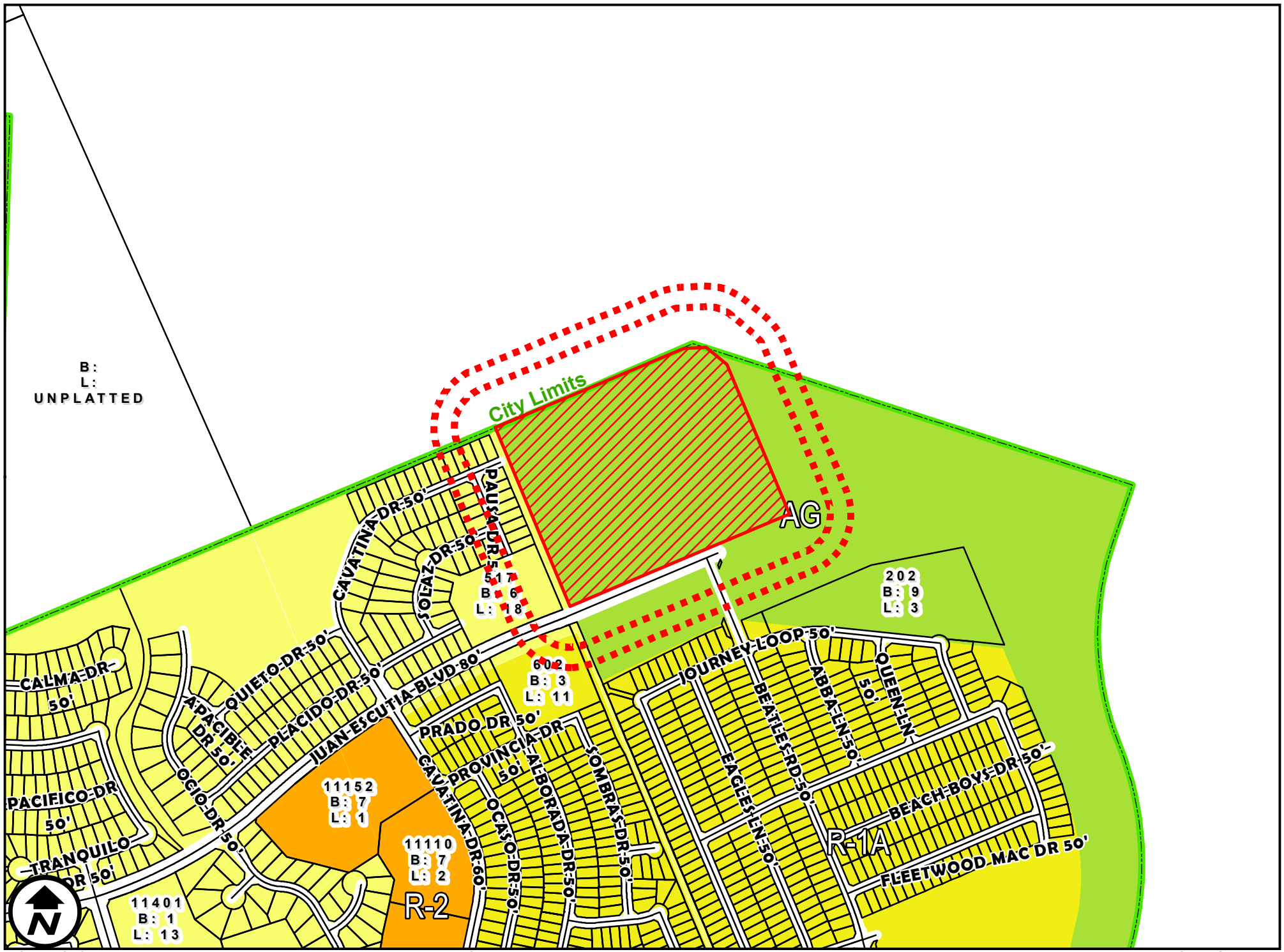


SURVEY MAP

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

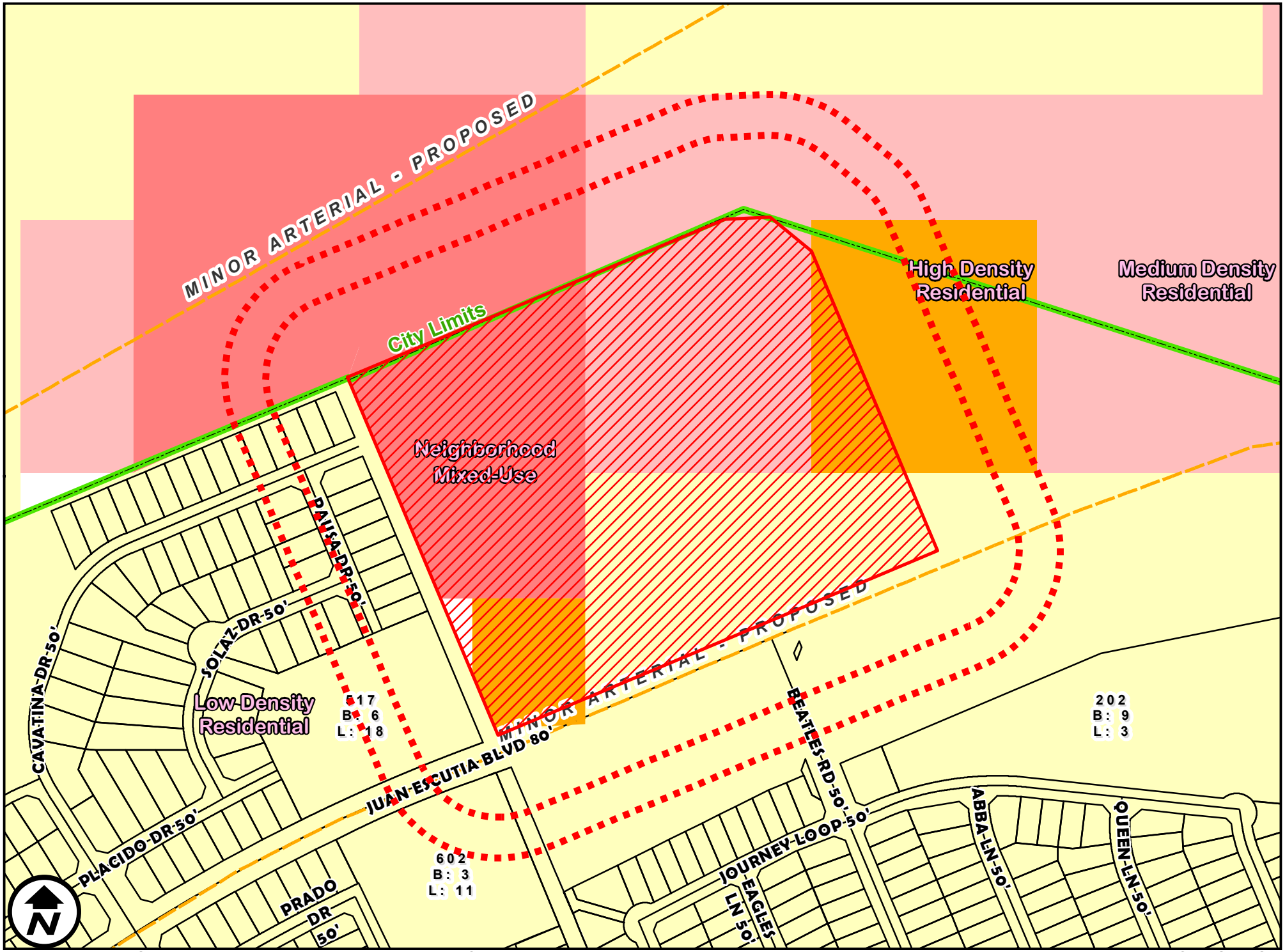


ZONING OVERVIEW

1 inch = 600 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

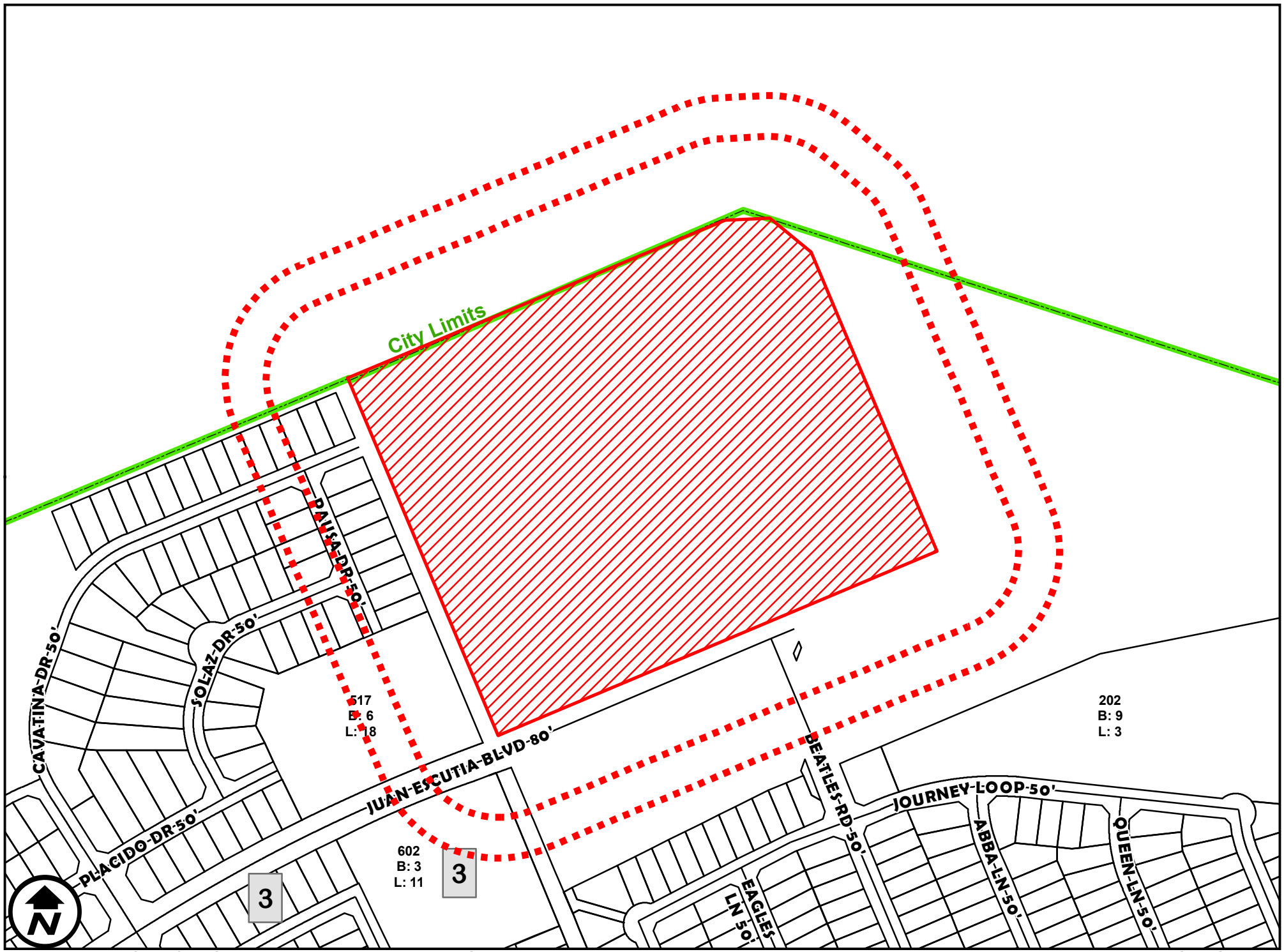


FUTURE LANDUSE

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

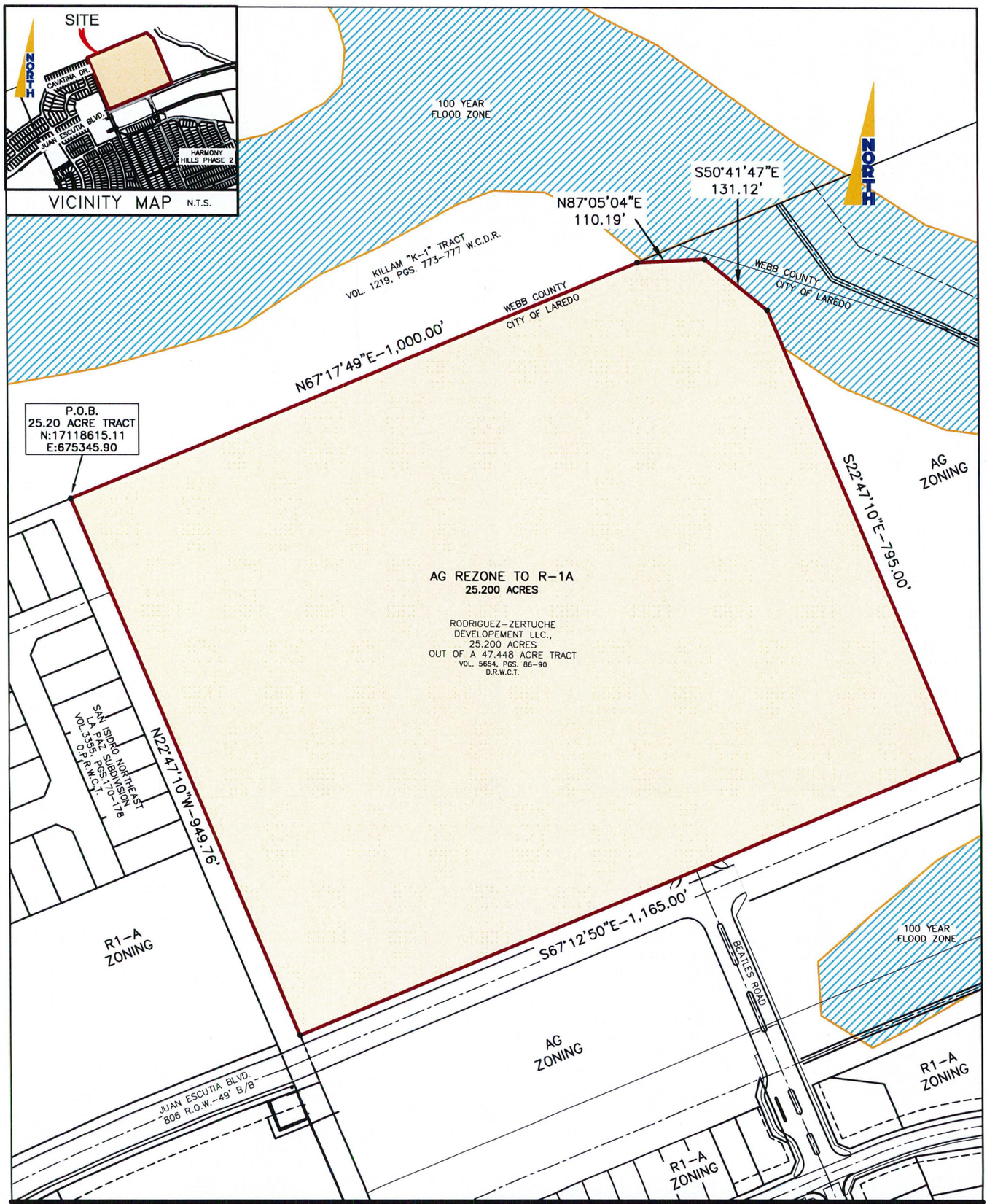


200' AND 300' NOTIFICATION

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



NOTE:

A FOUND 1/2" IRON ROD BEING THE NORTHWEST CORNER OF SAID 25.20 ACRE TRACT OWNED BY RODRIGUEZ-ZERTUCHE, LLC. (N:17118615.11, E:675345.90)

BASIS OF BEARING G.P.S., NAD-83 SOUTH TEXAS ZONE,

EXHIBIT "A"

STATE OF TEXAS
REGISTERED
BERNAL F. SLIGHT
5328
PROFESSIONAL
LAND SURVEYOR

02/17/26

RODRIGUEZ-ZERTUCHE DEVELOPEMENT

25.200 ACRE TRACT
REZONE FROM AG TO R-1A

MADE UP OF ONE TRACT LOCATED IN CITY OF LAREDO, WEBB COUNTY, TEXAS

DRAWN BY: F.S.
JOB No. E-337-24
FILE NAME: SONATA HEIGHTS SUBD. REZONE
SCALE: 1"=200'
SHEET 1 OF 2

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue | P.O.Box 451128 (78045) | Laredo, TX. 78041
P. 956.722.4411 | F. 956.722.5414
www.howlandcompanies.com

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
FOR RE-ZONE AG TO R1-A
25.200 ACRE TRACT

A TRACT OF LAND CONTAINING 25.200 ACRES (1,097,727 SF), more or less, situated in Porcion 20, Bautista Garcia, Original Grantee, Abstract 48, City of Laredo, Webb County, Texas. Being out of a 47.448 tract of land known as TRACT A as per Volume 5654, Pages 86-90, Deed Records of Webb County, Texas. This 25.200-acre tract being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod being northeast corner of a 217.14 acre tract, as per deed recorded in Volume 3355, Page 170-178, O.P.R.W.C.T., also being on the north boundary line of 806.8789 acre tract, known as Share 1, as recorded in Volume 1315, Pages 180-191, W.C.D.R., for the northwest corner of this tract, and the **TRUE POINT OF BEGINNING**;

THENCE, N 67°17'49" E, along the northerly boundary line of said 806.8789 acre tract, also being the south boundary line of Killam "K-1 Tract, as per deed recorded in Volume 1219, Pages 773-777, W.C.D.R., a distance of **1,000.00 FEET** to a set 1/2-inch iron rod being a deflection right hereof;

THENCE, N 87°05'04" E, a distance of **110.19 FEET** to a set 1/2-inch iron rod, for a deflection right hereof;

THENCE, S 50°41'47" E, a distance of **131.12 FEET** to a set 1/2-inch iron rod, for a deflection right hereof;

THENCE, S 22°47'10" E, a distance of **795.00 FEET** to a set 1/2-inch iron rod, for the southeast corner hereof;

THENCE, S 67°12'50" W, a distance of **1,165.00 FEET** to a set 1/2-inch iron rod, being on the east boundary line of said 217.14 acre tract, for the southwest corner hereof;

THENCE, N 22°47'10" W, along the east boundary line of said 217.14 acre tract, a distance of **949.76 FEET** to the point of beginning of this 25.200-acre tract of land, more or less.

www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 P. 956.722.4411 | F. 956.441.0180
4902 Sinclair Road | San Antonio, TX 78222 P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361


ZC-033-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G TO R-1A
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 25.2 ACRES, LOCATED NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE, FROM AG (AGRICULTURAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area 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 March 19, 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 April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area 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

Planning & Zoning Commission

Meeting Date: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 19.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

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

ZC-034-2026
District VI

Council District: District 6 **Zone Case:** ZC-034-2026

Letters sent to property owners: 28

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 proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-034-2026

Comprehensive Plan Alignment Review

Comprehensive Plan Alignment Review

Agenda Item: ZC-034-2026
Request: Rezoning from R-2 (Multi-Family Residential District) to B-3 (Community Business District)
Location: 9802 Springfield Avenue
Proposed Use: Commercial (unspecified)
Future Land Use Designation: Mixed-Use Center

---

1. Level of Alignment

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

---

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

Mixed-Use Development Framework

The Future Land Use Map designates the area as a **Mixed-Use Center**, which supports a range of commercial and residential uses in a more intense, integrated development pattern.

The staff report confirms that:

- Mixed-Use Center allows all zoning districts **except** certain industrial and special districts, and
- **B-3 (Community Business District)** is included within this category.

Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The requested rezoning to B-3 directly implements the permitted zoning framework under the Mixed-Use Center designation. This represents a direct application of the Comprehensive Plan's land use strategy for higher-intensity, mixed-use nodes.

Policy 1.2.2

"Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods."
(Page 1.28)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The subject site is located along Springfield Avenue, identified as a minor arterial, and abuts existing B-3 zoning to the north. The B-3 district is intended for community-scale commercial uses along arterial corridors, which supports compatibility when properly designed and buffered from adjacent residential areas.

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
(Page 5.32)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The site is currently vacant developed land within an urbanized area. The rezoning facilitates commercial development in a location already served by infrastructure and roadway access, consistent with infill and reinvestment objectives.

---

3. Summary of Alignment

The proposed rezoning from R-2 to B-3 demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan*.

The Future Land Use Map designates the area as a **Mixed-Use Center**, which explicitly supports a mix of commercial and residential uses at higher intensities. The B-3 zoning district is directly contemplated within this designation and is appropriate along a **minor arterial roadway**, consistent with both land use and transportation planning principles.

The proposal:

- Directly implements the Mixed-Use Center land use designation;
- Supports commercial development along an arterial corridor;
- Promotes infill development on vacant land (Policy 5.2.1); and

- Aligns with compatibility principles when properly designed (Policy 1.2.2).

While the specific commercial use has not been identified, the zoning district itself is consistent with the Comprehensive Plan framework and existing nearby zoning patterns.

Broader planning themes supported include:

- **Economic development and commercial activity**
- **Corridor-based growth and mobility planning**
- **Efficient land utilization and infill development**
- **Mixed-use integration**

Because the requested zoning classification directly aligns with the Future Land Use designation and implements the Comprehensive Plan's intended development pattern for this area, the appropriate classification is:

Strong Alignment

City Council-Regular Meeting

Date: 4/20/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Anthlers Holdings, LLC, Owner; and Abraham Gonzalez, Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

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

ZC-034-2026
District VI

PREVIOUS COUNCIL ACTION
On March 21, 2022, the City Council approved of the zone change request from a B-4 zoning district to an R-2 zoning district.

BACKGROUND

Council District: VI – Dr. Tyler King

Proposed use: Commercial. The applicant did not identify the specific proposed commercial use.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north of the site is San Isidro Parkway and vacant developed land. To the east of the site is Springfield Avenue, vacant developed land, and Grace Bible Church. To the south of the site is Sambar Loop and single family residential uses. To the west of the site is Blue Oak Loop and vacant developed land.

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

Transportation Plan: The long Range Thoroughfare Plan identifies Springfield Avenue as a minor arterial.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 28 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 Mixed Use Center (ALL EXCEPT M-1, M-2, AH, AN, FH, OG), which does include B-3 zoning districts.
2. The proposed zone change meets the Laredo Land Development Code location requirement, stating that B-3 zoning districts should be located along minor or principal arterial streets. Springfield Avenue is identified as a minor arterial in the Thoroughfare Plan.
3. The proposed zone abuts B-3 zoning districts to the north of the site.

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 surrounding land use is primarily vacant land and single family residential south of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are B-3 zoning districts to the north of the site.

Will change adversely influence living conditions in the neighborhood?

Possibly, the applicant did not specify the specific proposed use to determine the influences in the surrounding neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yea, the existing zone does not allow for commercial uses as intended by the applicant. However, the applicant did not identify the specific proposed commercial use.

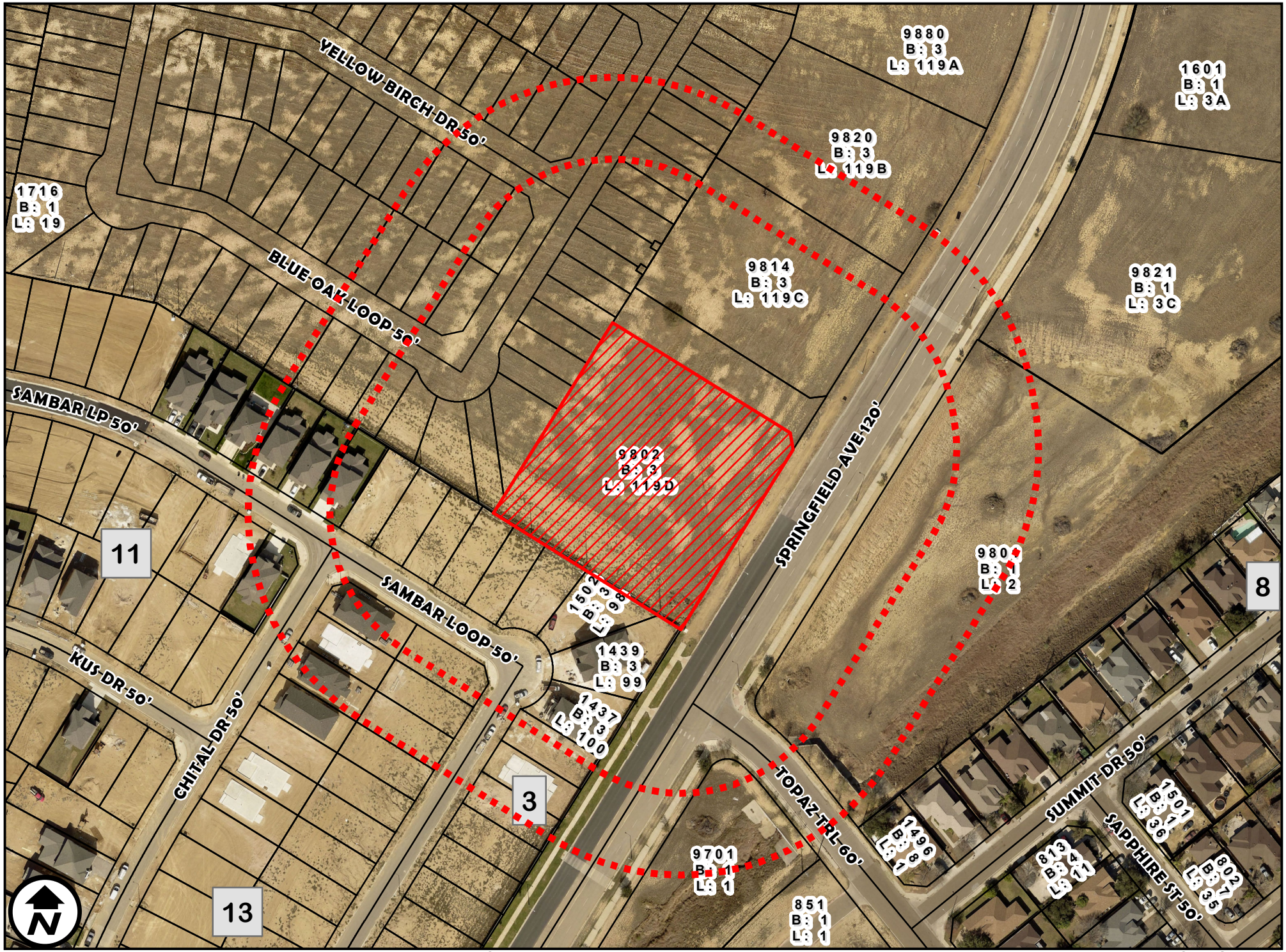
Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

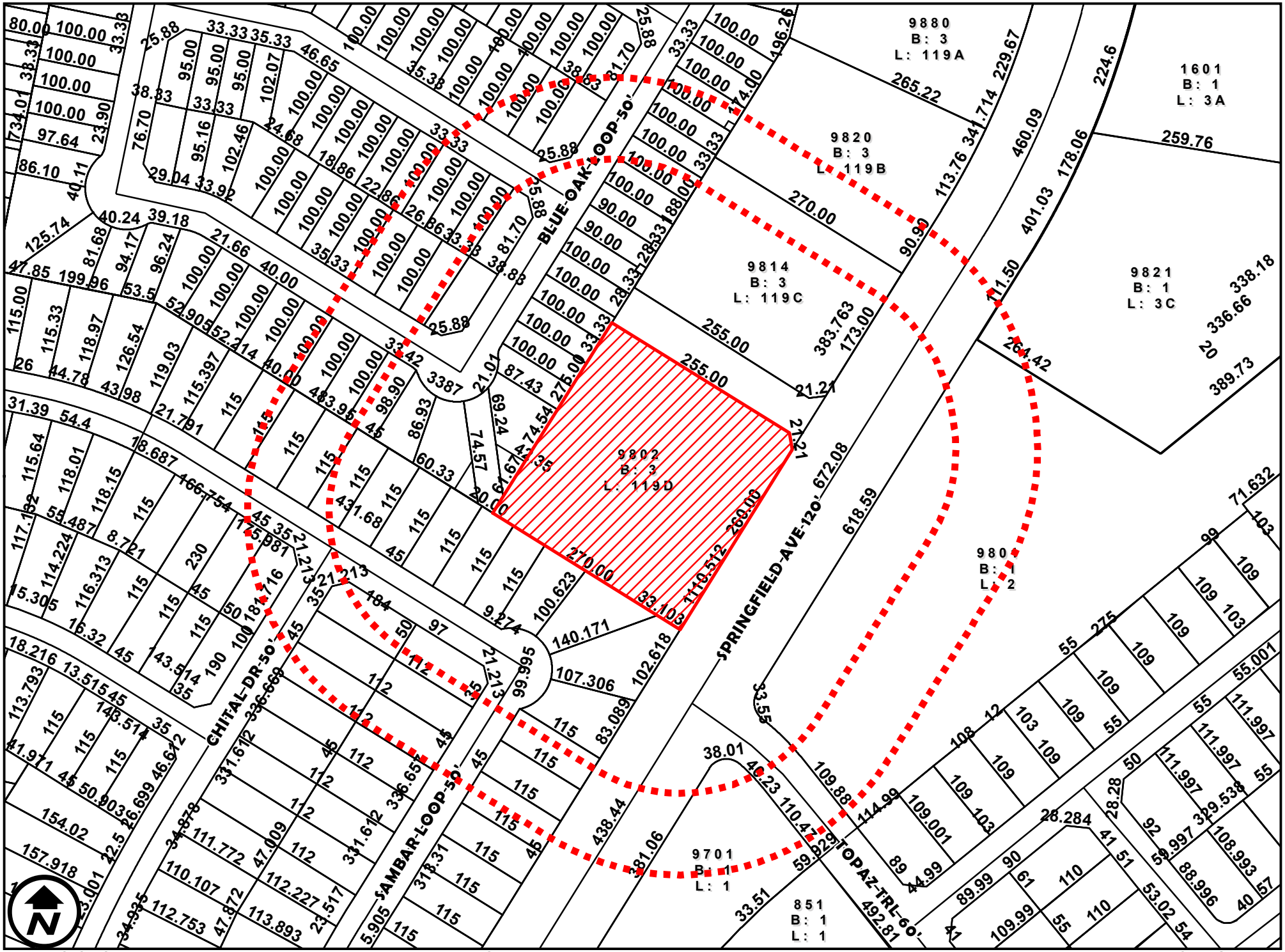


AERIAL MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

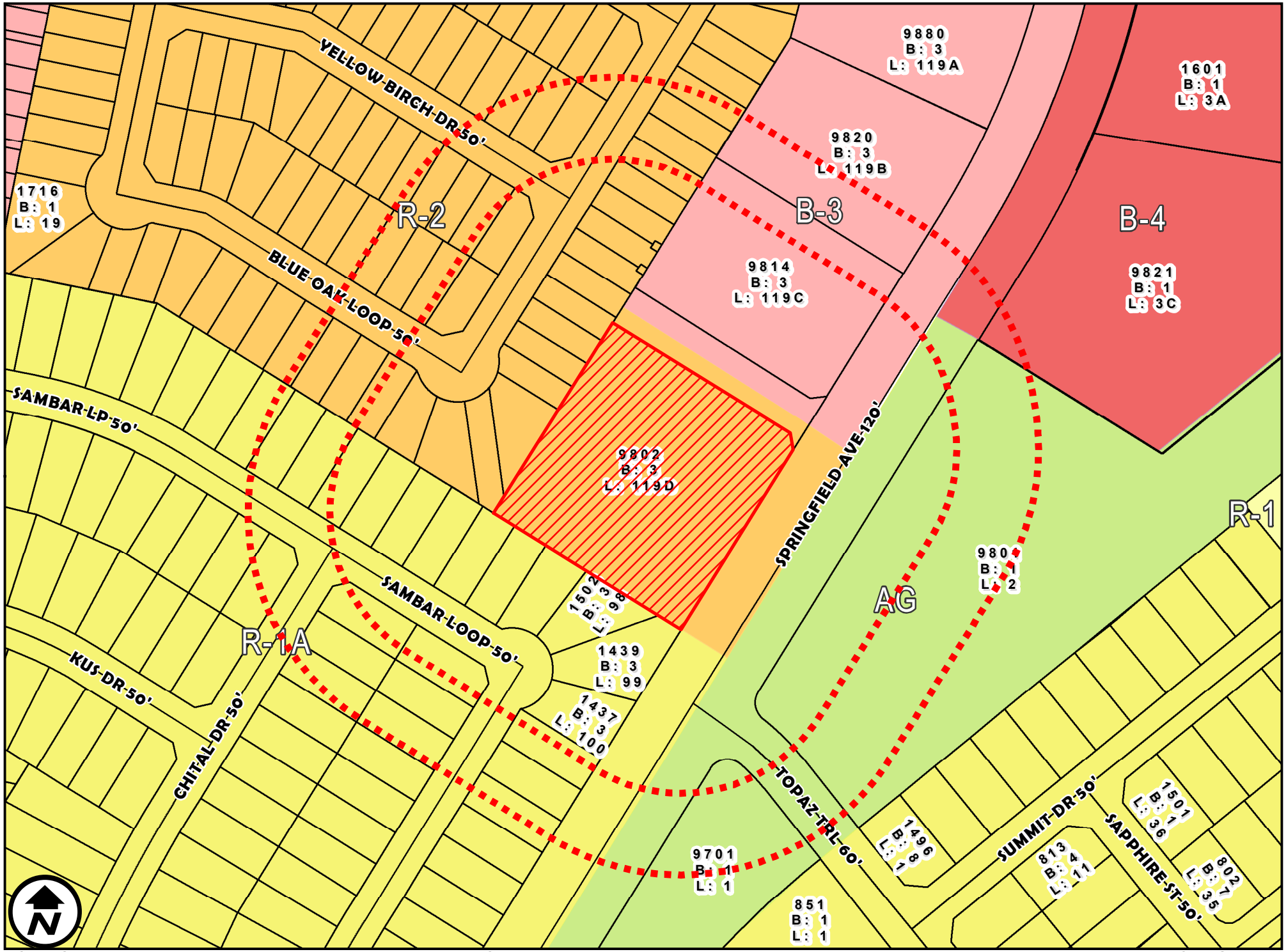


DIMENSIONS MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

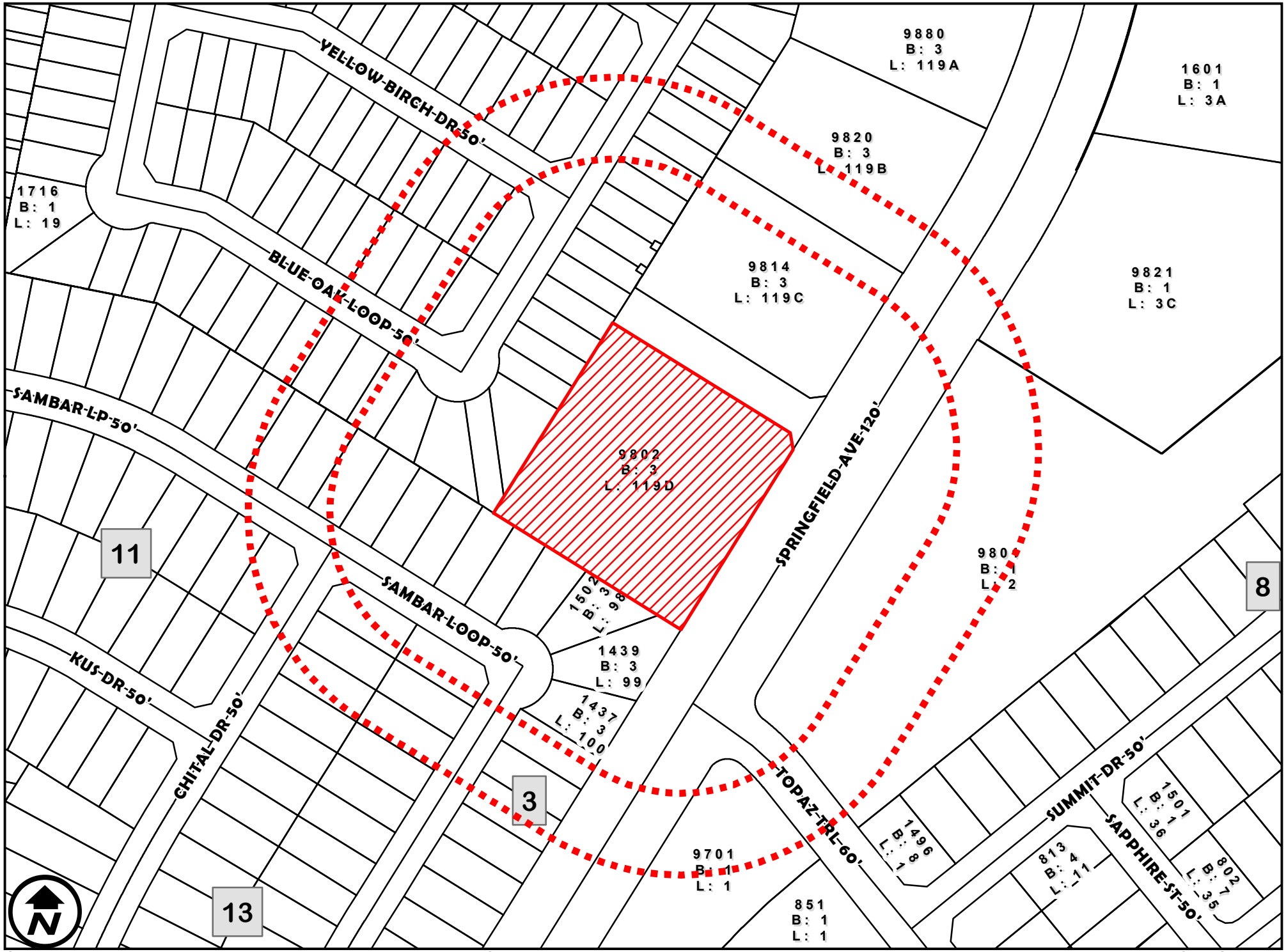


ZONING MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) T
B-3 (COMMUNITY BUSINESS DISTRICT)

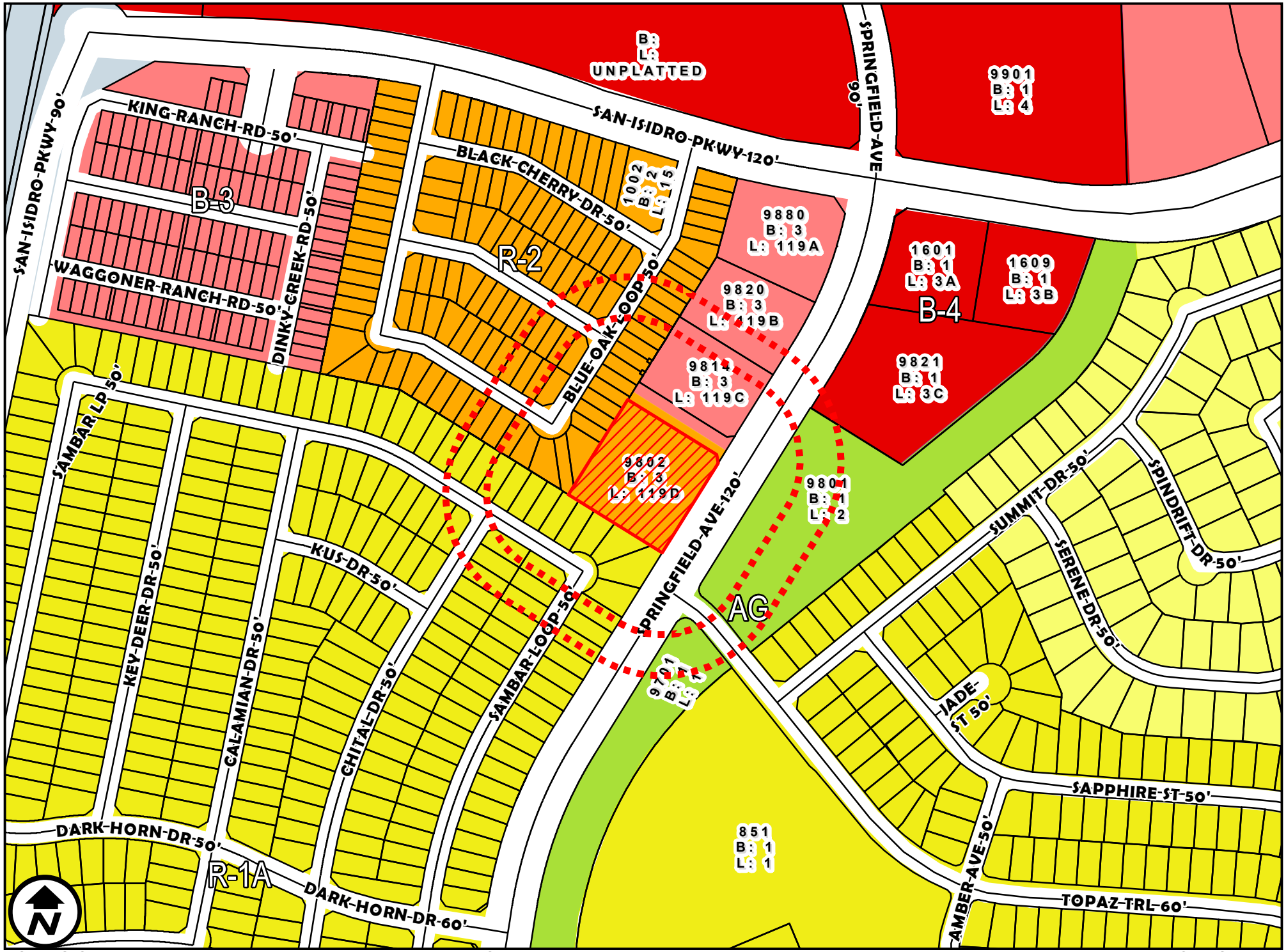


SURVEY MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

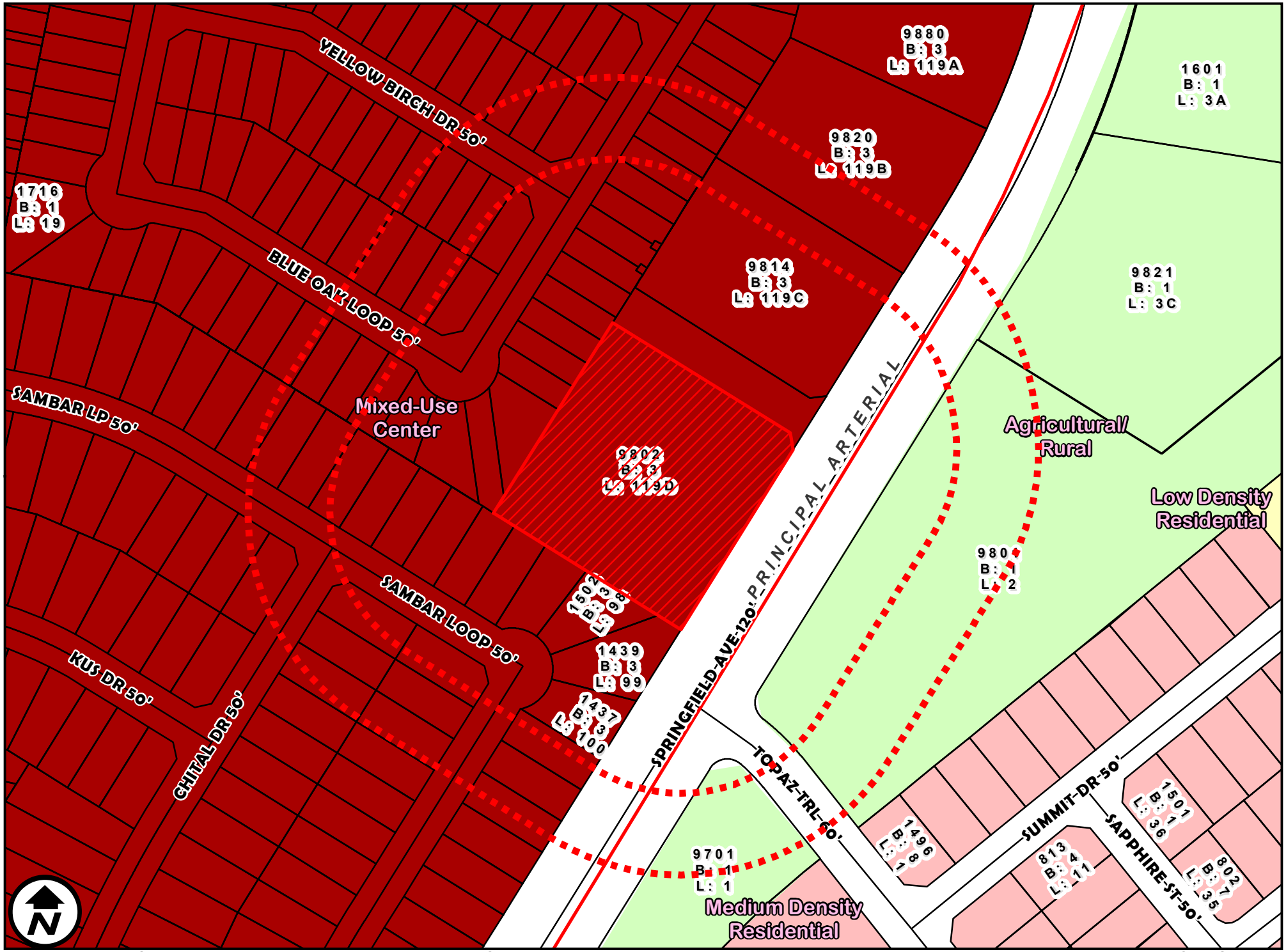


ZONING OVERVIEW

1 inch = 300 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

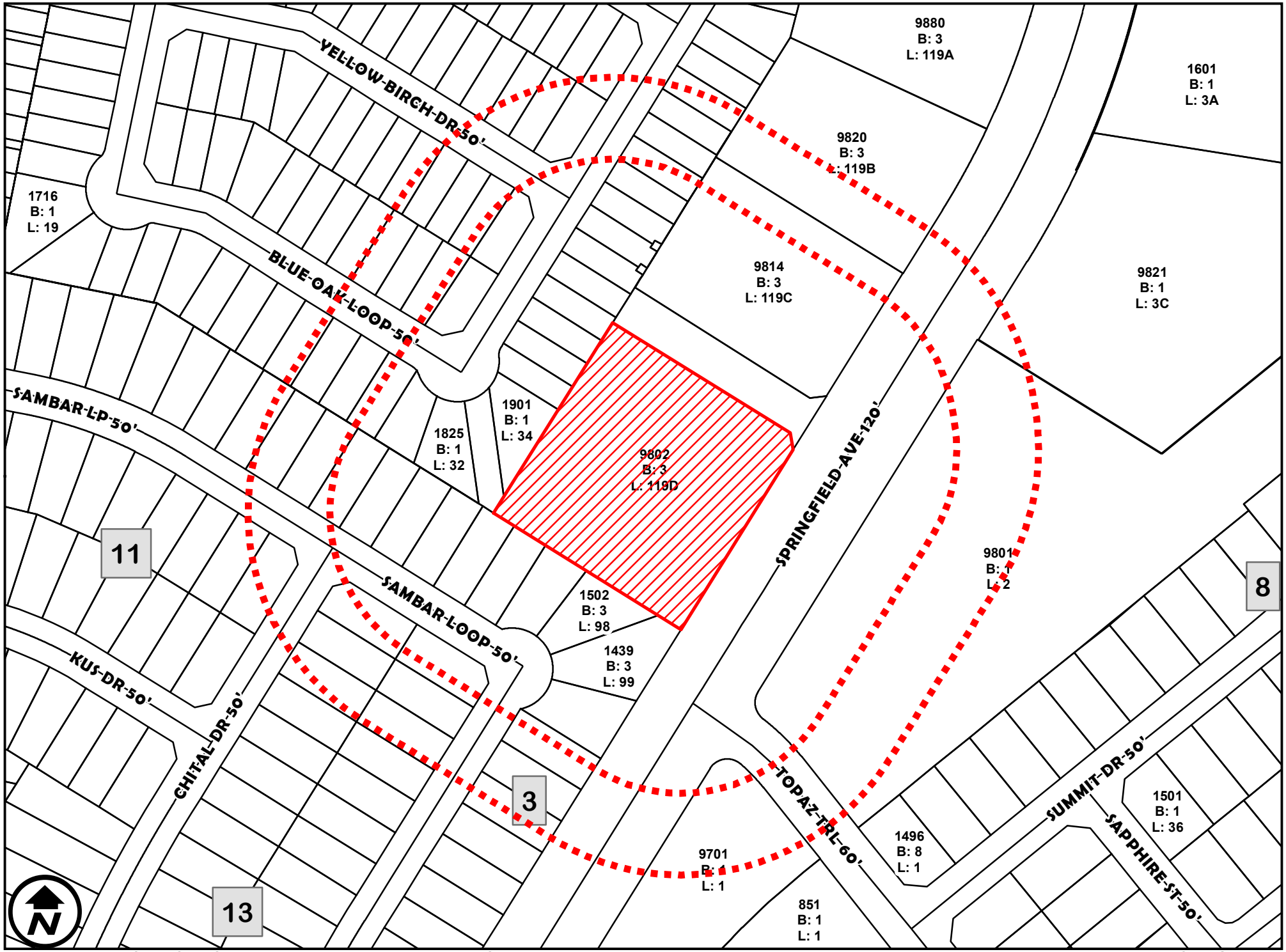


FUTURE LANDUSE

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) T
B-3 (COMMUNITY BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)


ZC-034-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-2 TO B-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
CITY OF LAREDO
PLANNING & ZONING

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 119D, BLOCK 3, SAN ISIDRO SOUTHWEST-ANTLER CROSSING SUBDIVISION, PHASE 5, LOCATED AT 9802 SPRINGFIELD AVENUE, FROM R-2 (MULTI-FAMILY RESIDENTIAL 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 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential 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 March 19, 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 April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

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

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 20.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached “Exhibit A”, located at 1803 East Reynolds Street, from R -1 (Single Family Residential District) to R-3 (Mixed Residential District).

The Planning and Zoning Commission recommended denial of the proposed R-3 zone change. However, the Planning and Zoning Commission recommended approval of the proposed R-2 zone change. Staff does not support the proposed R-3 zone change.

ZC-031-2026
District IV

Council District: District 4 **Zone Case:** ZC-031-2026

Letters sent to property owners: 25

In Favor (within 200 radius): 1
Opposed (within 200 radius): 1

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

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 9 to 0 vote recommended denial of the proposed R-3 zone change. However, the Planning and Zoning Commission in a 9 to 0 vote recommended approval of the proposed R-2 zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the proposed R-3 zone change.

ZC-031-2026 – Comprehensive Plan Alignment

---

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 – Low Density Residential

"Low Density Residential includes R-1, R-1MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Low Density Residential** on the Future Land Use Map. The proposed rezoning to **R-3 (Mixed Residential District)** is not included within this designation. Therefore, the request is inconsistent with the Plan's prescribed zoning districts for Low Density Residential areas.

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 higher-density residential classification that is not supported by the Future Land Use designation. This conflicts with the Plan's directive to align zoning decisions with adopted land use policies.

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:
Although there are some mixed residential uses north of the site, the subject property is located within an area predominantly zoned and developed as **R-1 (single-family residential)**. Introducing R-3 zoning may create a transition inconsistency within the neighborhood, particularly since Reynolds Street functions as a boundary between different zoning intensities.

---

3. Summary of Alignment

Agenda Item ZC-031-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning to R-3 conflicts with the **Low Density Residential** Future Land Use designation, which does not include R-3 zoning districts. This represents a direct inconsistency with the Plan's land use framework and its policy direction for orderly development.

While the existing use (tri-plex) and nearby mixed residential development provide some contextual support, these factors do not override the inconsistency with the Comprehensive Plan. The proposal introduces a higher-density residential classification into an area intended for lower-density development, potentially disrupting the intended neighborhood character.

The agenda item primarily raises concerns related to **land use consistency**, **neighborhood compatibility**, and **growth management**, and does not substantively support the Plan's stated goals.

---

4. Additional Requirements

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

Conclusion:
The proposed rezoning under Agenda Item ZC-031-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 04/20/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Lorenza Moreno, Owner; Rose E. Varela, Application; Rose E. Varela & Claudia Fuentes, 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 Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

The Planning and Zoning Commission recommended **denial** of the proposed R-3 zone change; However, the Planning and Zoning Commission recommended **approval** of the proposed R-2 zone change. Staff **does not support** the proposed R-3 zone change.

ZC-031-2026
District IV

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

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

Proposed use: The proposed use is for a tri-plex.

Site: The site is currently occupied by a tri-plex.

Surrounding land uses: To the north of the site is Reynolds Street, Stewart Street, mixed residential uses such as apartments, manufactured homes, and single-family residential uses. To the east of the site is Buena Vista Avenue, Urbahn Avenue, and primarily single-family residential uses. To the south of the site is O'Kane Street, Clark Boulevard and single-family residential uses. To the west of the site is Tapeyste Avenue, Mendiola Avenue, single-family residential uses, and vacant land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Reynolds 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:		**Outside 200 feet:**	
In Favor: 1	**Opposed:** 1	**In Favor:** 0	**Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 9 to 0 vote recommended denial of the proposed R-3 zone change. However, the Planning and Zoning Commission in a 9 to 0 vote recommended approval of the proposed R-2 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 Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O), which does not include R-3 zoning districts.

2. Reynolds Street serves as a transition between the R-1 and R-3 zoning districts. The area located south of Reynolds Street, where the proposed site is located, is predominantly zoned R-1.

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-3. The purpose of the R-3 (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

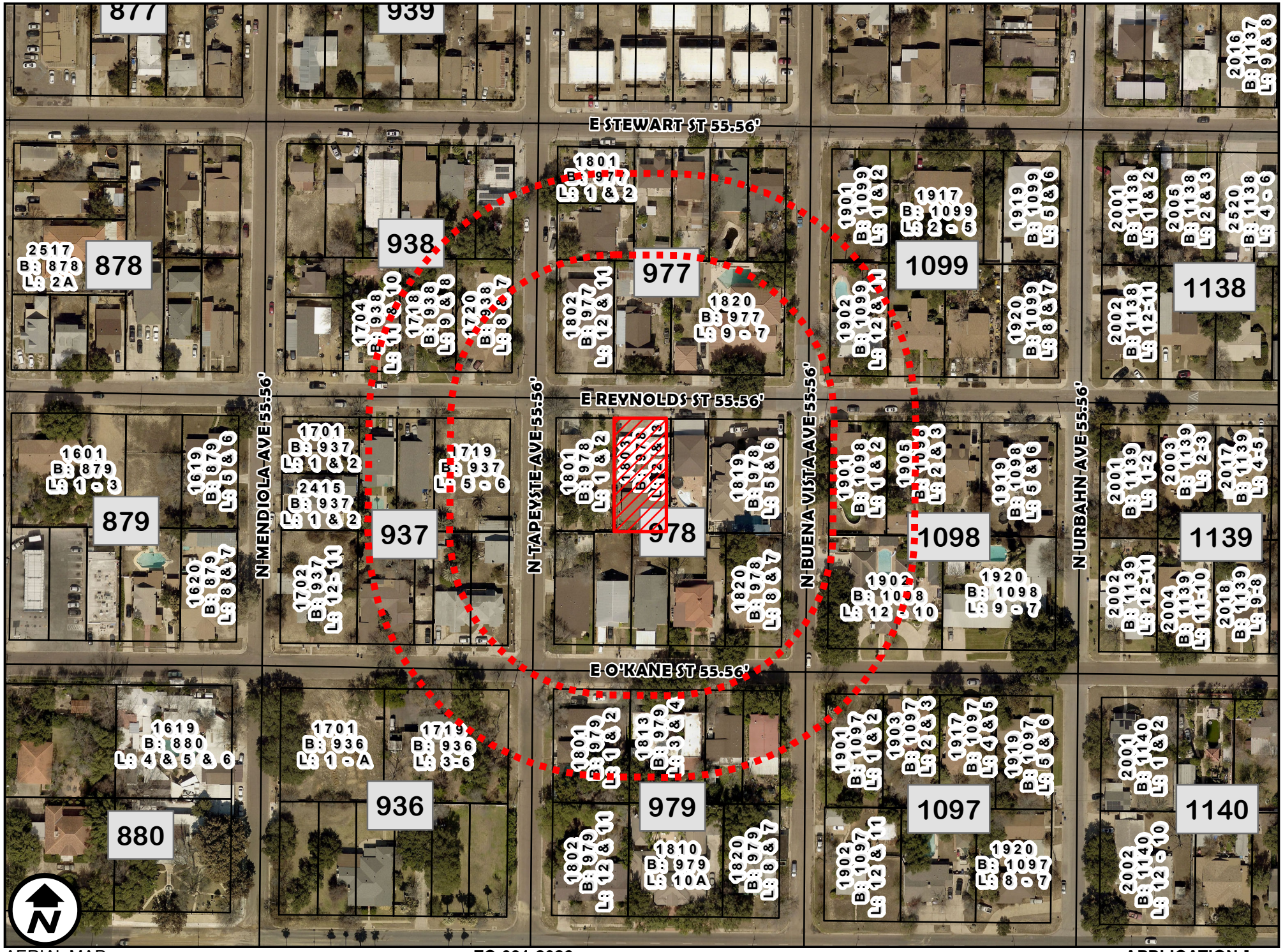
Is this change contrary to the established land use pattern?
There are multi-family uses to the north of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-3 zoning districts across Reynolds Street.

Will change adversely influence living conditions in the neighborhoods?
No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods since the proposed use has been existing for years.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a tri-plex as intended by the applicant.

Attachments:
Comp Plan Alignment
Maps
Zone Change Signage
Draft Ordinance

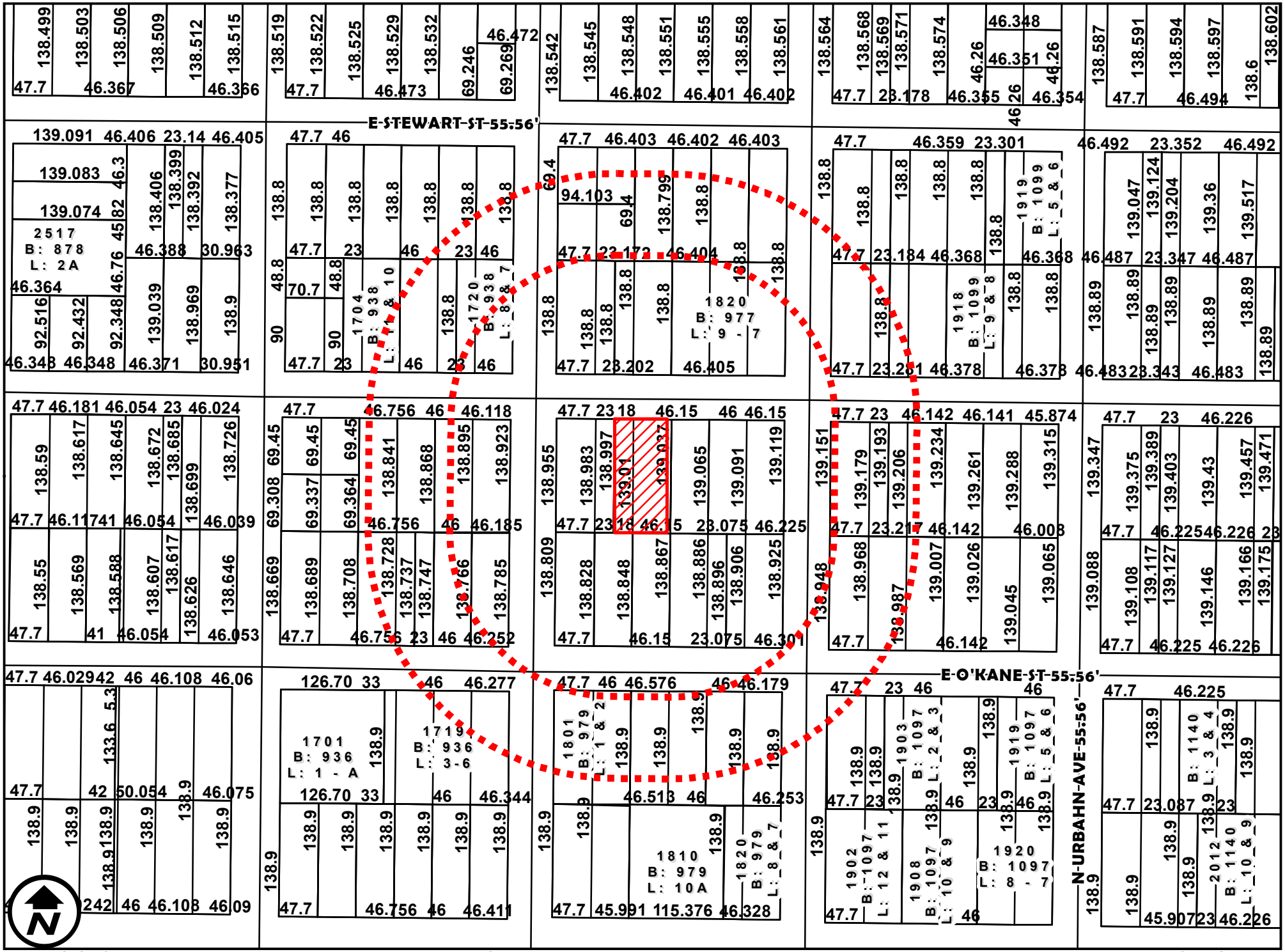


AERIAL MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

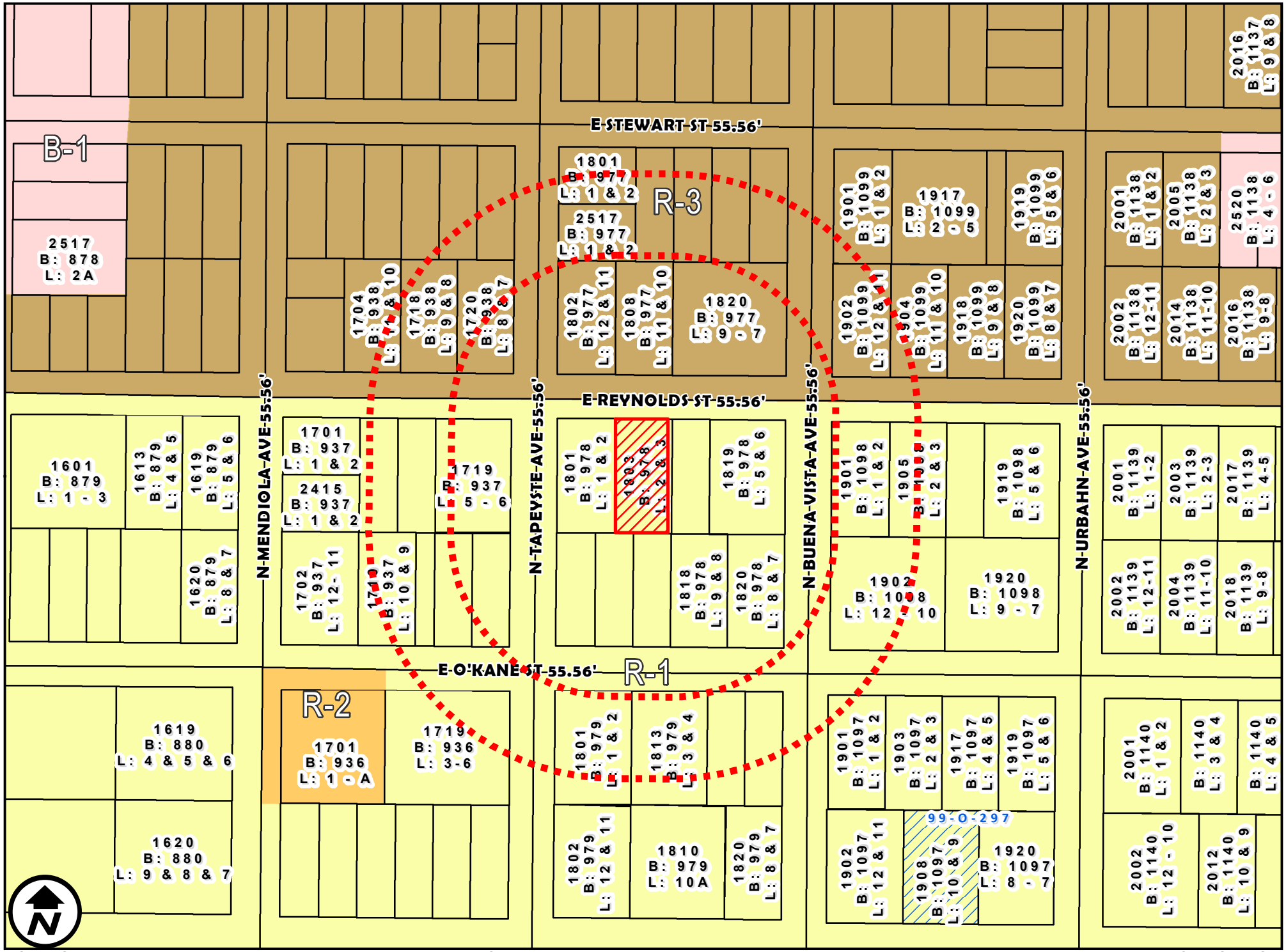


DIMENSIONS MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

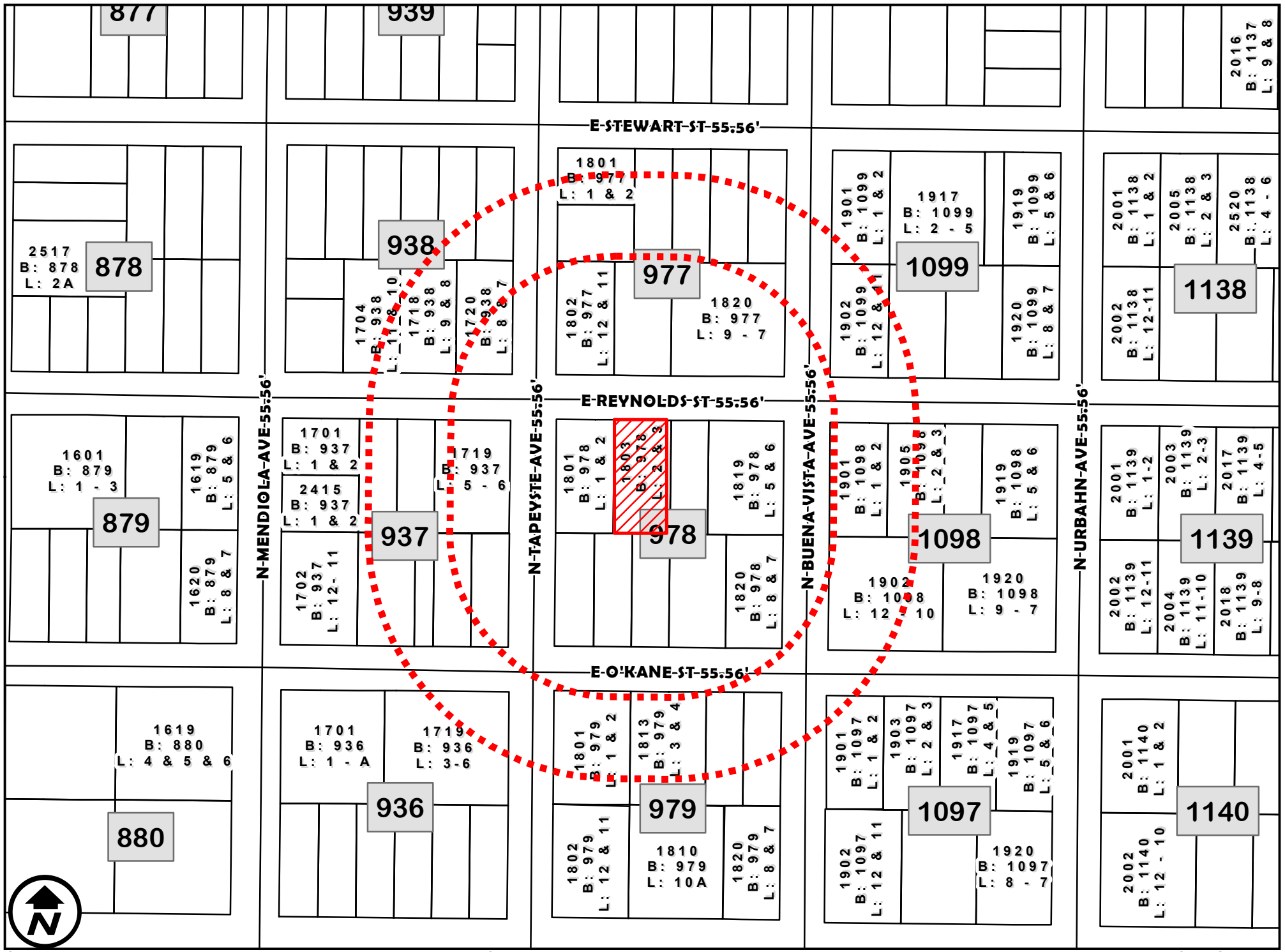


ZONING MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

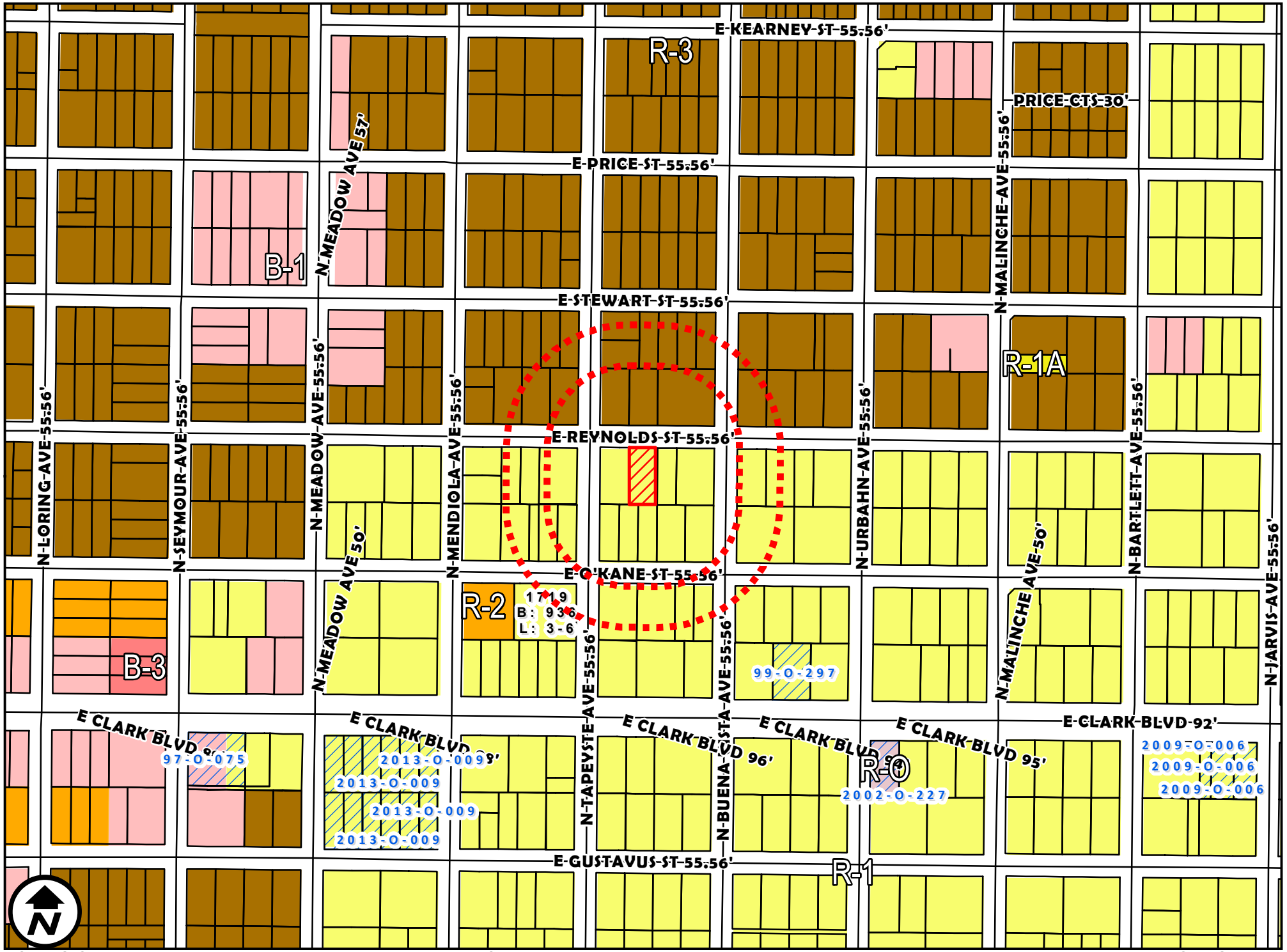


SURVEY MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

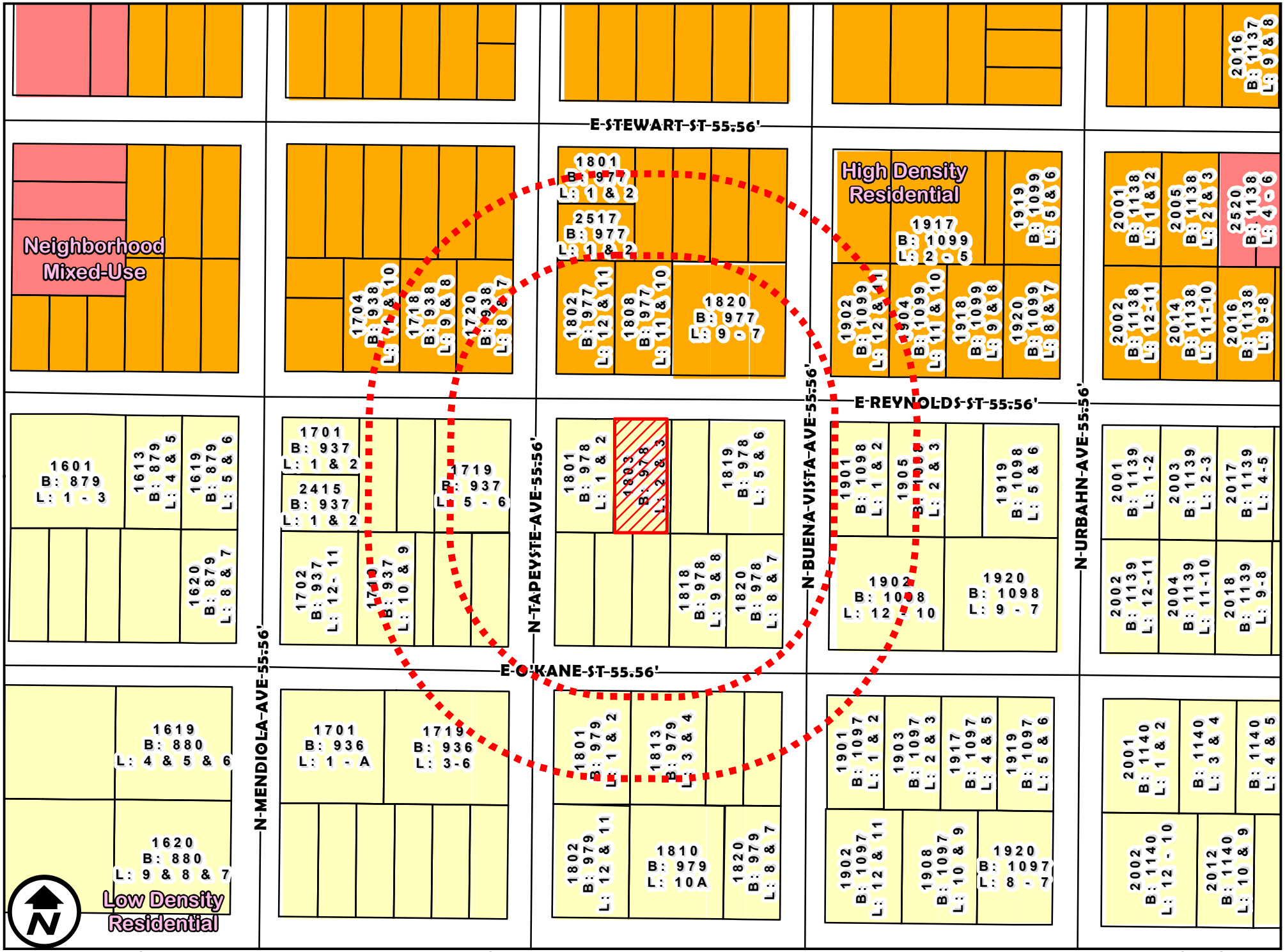


ZONING OVERVIEW

1 inch = 300 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

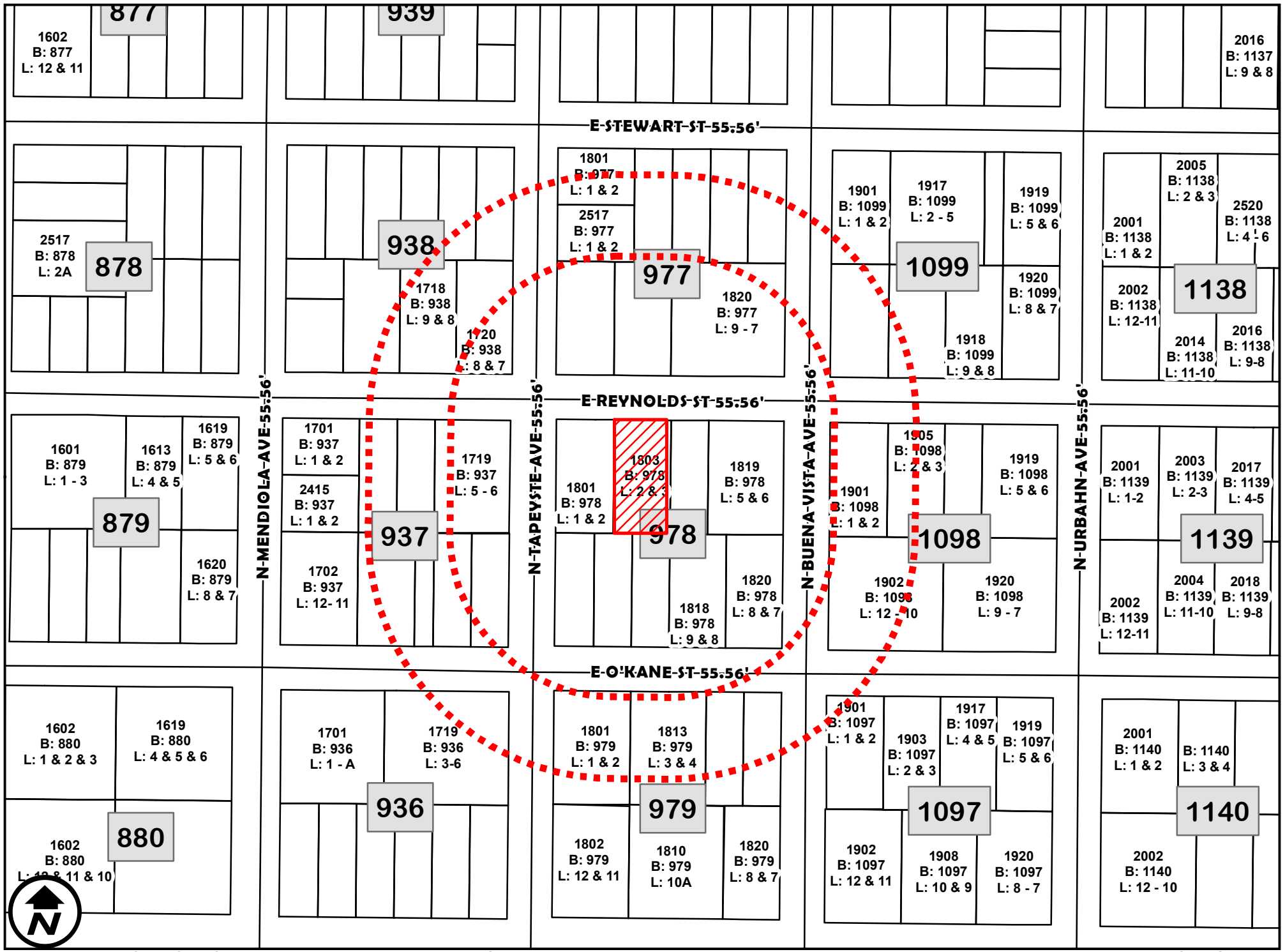


FUTURE LANDUSE

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

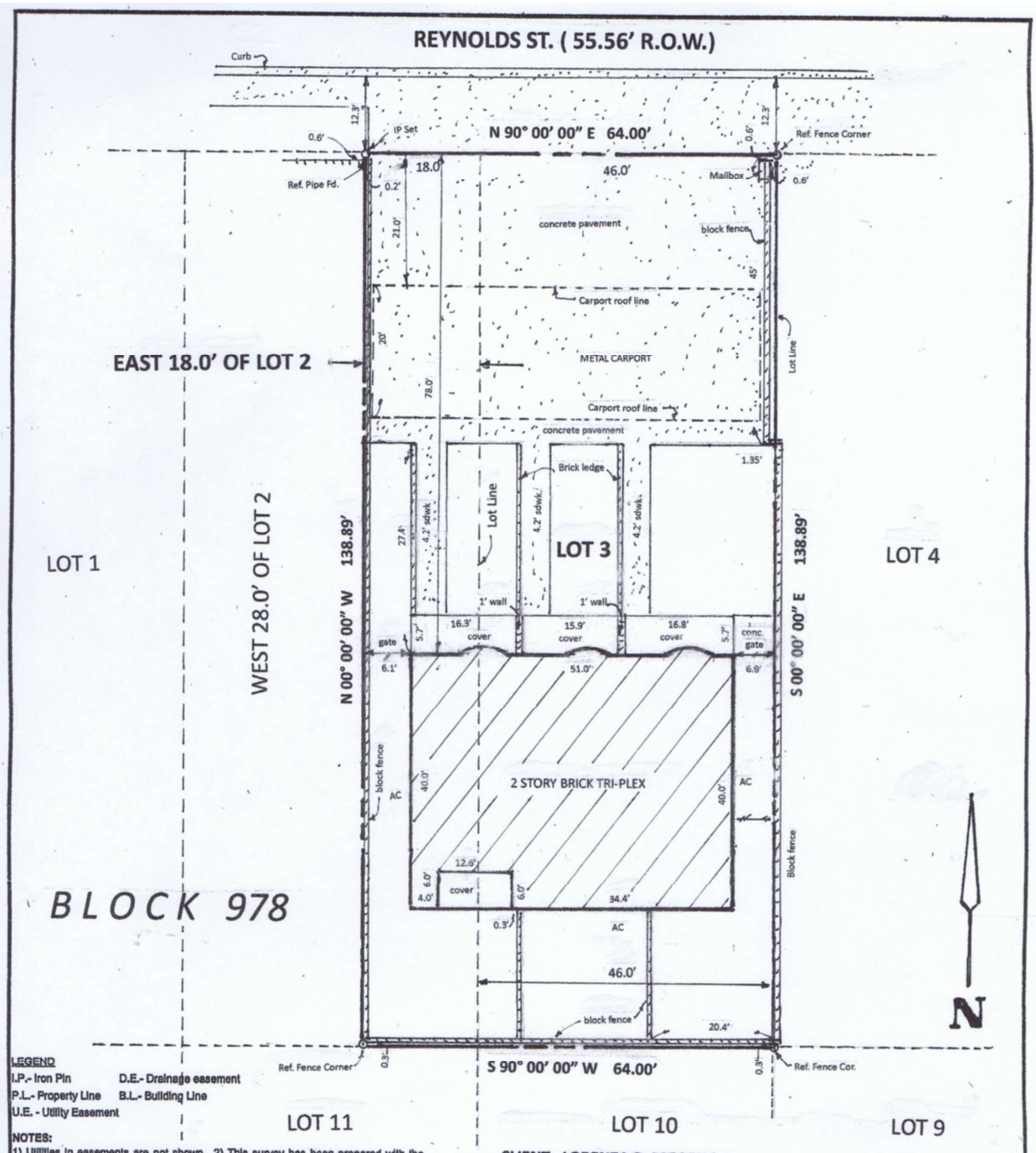


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)



LEGEND
I.P.- Iron Pin D.E.- Drainage easement
P.L.- Property Line B.L.- Building Line
U.E. - Utility Easement

NOTES:
1) Utilities in easements are not shown. 2) This survey has been prepared with the reasonable expectation that it will be paid within 30 days of date below. 3) This survey is copyrighted material and may not be reproduced without the written permission of the undersigned surveyor; except as necessary for the transaction for which it is intended. 4) This survey shall consist entirely of this document with the original "wet" seal and blue ink signature. 5) Properties not described as complete lots or described by Mates & Bounds may need to be platted or replatted in order to obtain utility & building permits.

Subject to recorded restrictive covenants and/or easements as follows: Per Title Commitment Dated : _____ GF# not provided.

Vol. 7 Pg. 15 Webb County Plat Records

LOT 3 & EAST 18.0 FT. LOT 2 TOTAL LAND AREA- 8,889.0 SQ. FT.

Bearing basis: Reynolds St. R.O.W. per subd. Plat N 90° 00' 00" E

CLIENT: LORENZA B. MORENO

SURVEY OF

LOT 3 AND THE EAST 18.0 FT. OF LOT 2, BLOCK 978, EASTERN DIVISION, CITY OF LAREDO, PER DEED RECORDED IN VOLUME 4756, PAG 114, WEBB COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS.

ADDRESS: 1803 REYNOLDS ST.

SURVEY NO. 22121

Scale: 1" = 20'

This property ☐ is ☑ is not located within a flood hazard area and is within Zone X according to Flood Insurance Rate Map No. 48479C1215C. F.I.R.M. Date: APRIL 2,2008

SURVEYOR'S CERTIFICATION

STATE OF TEXAS REGISTERED J. RICARDO SANCHEZ 4232 PROFESSIONAL LAND SURVEYOR

I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 17 TH day of FEBRUARY, 2026.

Signed: _____

J. Ricardo Sanchez
R.P.L.S. # 4232

SANCHEZ ENGINEERING, INC.
P.O. BOX 2654
LAREDO, TEXAS 78044
(956) 723-5578
Texas Land Surveying Firm No. 10111000


ZC-031-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 3 AND THE EAST 18 FEET OF LOT 2, BLOCK 978, EASTERN DIVISION, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED AT 1803 EAST REYNOLDS STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed R-3 zone change; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed R-2 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 April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds

in attached “Exhibit A”, located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

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

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

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 21.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District).

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

ZC-065-2025
District III

Council District: District 3 **Zone Case:** ZC-065-2025

Letters sent to property owners: 27

In Favor (within 200 radius): 1
Opposed (within 200 radius): 1

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

COMMISSION RECOMMENDATIONS - Deny
The Planning and Zoning Commission in a 6 to 1 vote recommended denial of the zone change.

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

City Council-Regular Meeting

Date: 4/20/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: R GTZ Investments, Owner; Reynaldo Gutierrez, Jr., Applicant; Annabella Ramirez, 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 Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District.

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

ZC-065-2025
District III

PREVIOUS COUNCIL ACTION
On September 15, 2025, the City Council motioned to table the item uncertain.

BACKGROUND

Council District: III – Cm. Melissa R. Cigarroa

Proposed use: The proposed use is not identified. The applicant did not identify a specific proposed use

Site: The site is currently occupied by a single-family residential structure.

Surrounding land uses: To the north is Chihuahua Street, vacant land, Advanced Auto Parts, Go Car Wash, Guadalupe Street, North Buena Vista Avenue, and rent a tire. To the east of the site is North Urbahn Avenue and primarily single-family residential uses. To the south of the site is Rosario Street and primarily single-family residential uses. To the west of the site is North Tapeyeste Avenue and primarily single-family residential uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector and North Buena Vista Avenue as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 27 **In Favor:** 1 **Opposed:** 1

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 1 vote recommended denial 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 Downtown Mixed-Use (CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE), which does not include B-1 zoning districts.

2. Chihuahua Street is a boundary line between commercial and residential uses at this location.

3. South of Chihuahua Street is primarily single-family residential uses. The site abuts single-family residential uses to the east and south.

4. The current R-O zone already allows for neighborhood friendly commercial uses.

5. The proposed zone change of a B-1 will allow uses that will negatively impact the surrounding residential uses.

6. The proposed zone change of a B-1 will introduce uses that are dissimilar in the area.

7. The proposed zone change will create an isolated zoning district within the immediate vicinity of the site.

General Comments:
1. Pursuant of a conditional use permit is anticipated to be more appropriate at this location. However, the conditional use permit is not guaranteed.

2. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

3. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
Yes. The proposed site abuts a large area of single-family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed will create an isolated zoning district. There are no B-1 zoning districts within the immediate vicinity of the proposed site.

Will change adversely influence living conditions in the neighborhood?

Possibly. It is anticipated to negatively impact the surrounding neighborhood due to the introductory uses of a B-1 zone change.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for B-1 zoning uses. The applicant did not specify the specific proposed use.

Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

ZC-065-2025 – Comprehensive Plan Alignment

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1. Level of Alignment

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

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

Policy 9.2.2:

"Encourage new commercial and mixed-use development in Neighborhood Mixed-Use areas in ways that maintain compatibility with adjacent residential neighborhoods and enhance neighborhood character."
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Although this policy supports commercial development, it emphasizes **compatibility** with surrounding residential areas. In this case, the proposed B-1 zone abuts single-family homes on three sides and is not compatible with the low-density residential character, violating the intent of this policy.

Policy 9.2.3:

"Encourage neighborhood-serving commercial uses in appropriate locations, and ensure that such uses are designed and managed in ways that are compatible with surrounding neighborhoods."
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed B-1 zoning district introduces commercial uses that are **not supported in the Downtown Mixed-Use designation** of the Comprehensive Plan and are inconsistent with the current R-O zone, which already permits low-impact neighborhood-serving commercial uses. Staff concluded that B-1 uses would negatively impact adjacent residential properties.

Policy 4.1.2:

"Protect stable neighborhoods and prevent incompatible uses and blighting influences from encroaching on residential areas."
— Page 4.11, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Allowing a B-1 zone surrounded primarily by single-family residential uses represents an incompatible land use. Staff highlighted that this would introduce a dissimilar zoning district and may lead to deterioration of residential character.

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3. Summary of Alignment

The proposed zone change from R-O to B-1 at 1901 Chihuahua Street conflicts with the Viva Laredo Comprehensive Plan in multiple respects. The **Downtown Mixed-Use** designation does not support B-1 zoning, and staff found that the change would introduce **incompatible commercial activity** into a largely residential area. The existing R-O zoning already accommodates neighborhood-friendly uses without jeopardizing residential character.

The request fails to uphold critical goals and policies of the plan regarding:

- **Neighborhood compatibility**,
- **Zoning conformity**, and
- **Protection from encroachment** by higher-intensity commercial districts.

As such, this agenda item demonstrates a **Weak/None** level of alignment with the Viva Laredo Comprehensive Plan.

Broader planning themes negatively impacted include **neighborhood preservation**, **land use compatibility**, and **community character**, without providing meaningful gains in **economic development** or **mobility**.

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4. Additional Requirements

All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan. No applicable goal or policy was found to justify the introduction of a B-1 zoning district in this specific context.

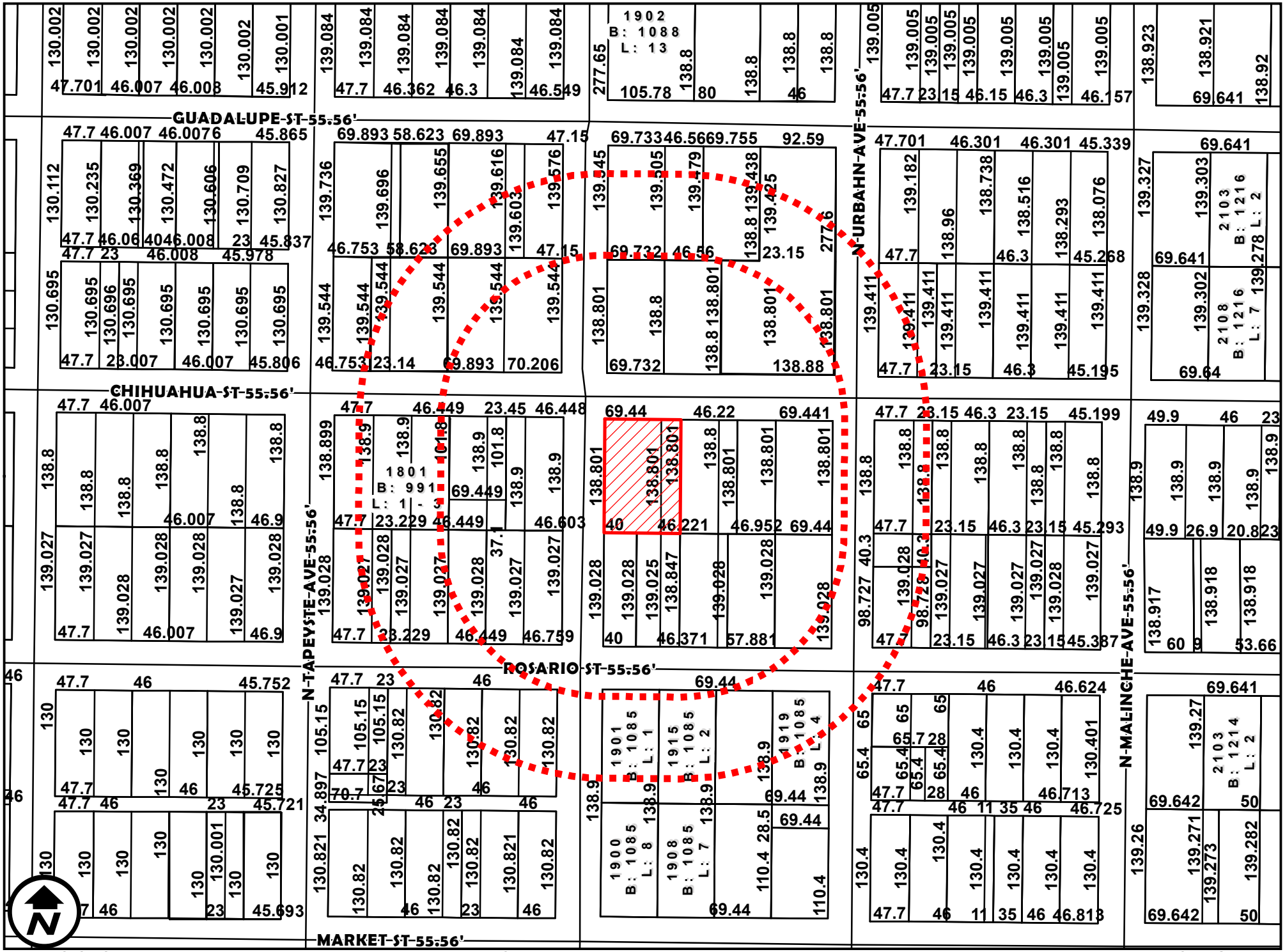


AERIAL MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)

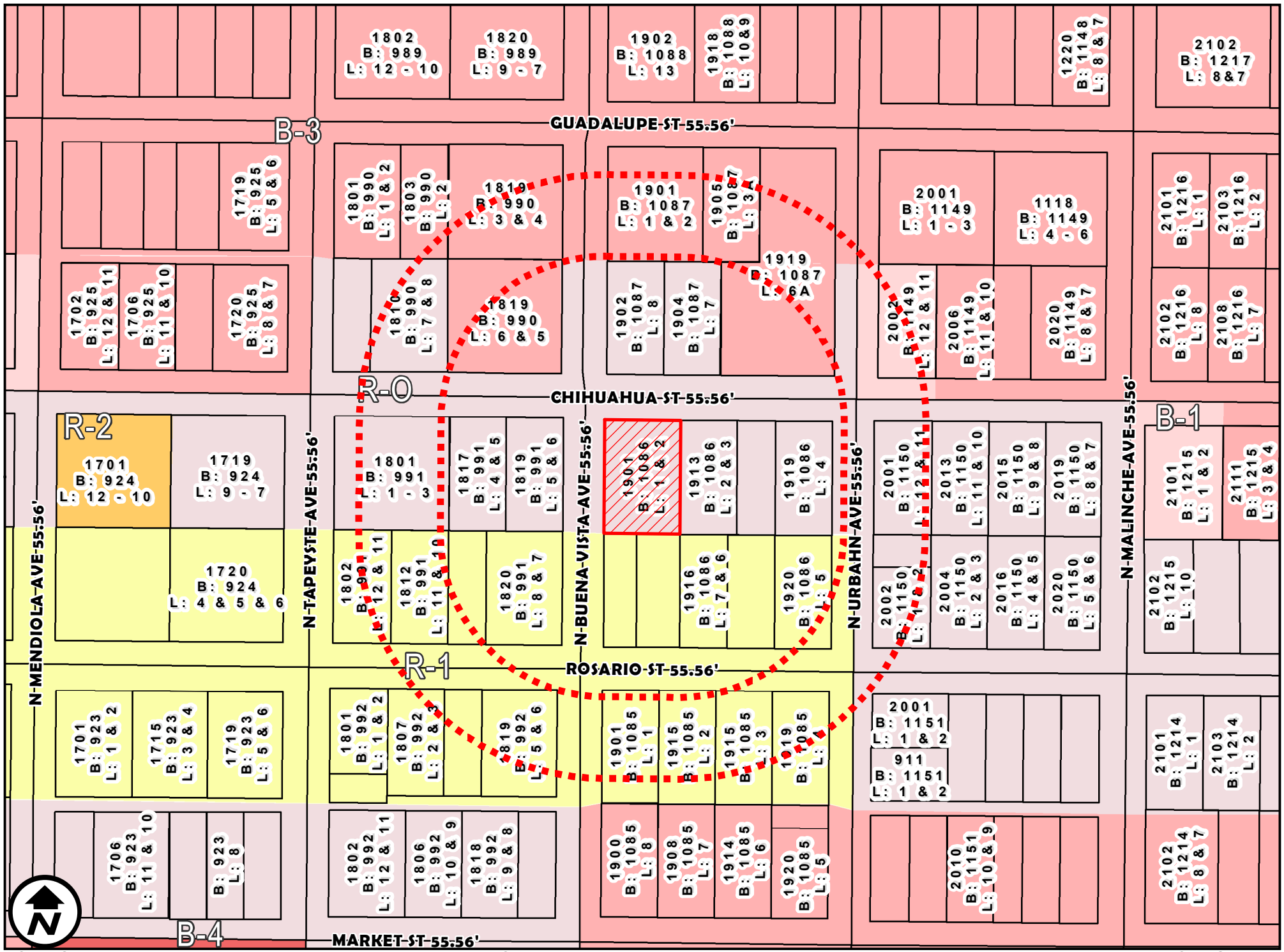


DIMENSIONS MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)

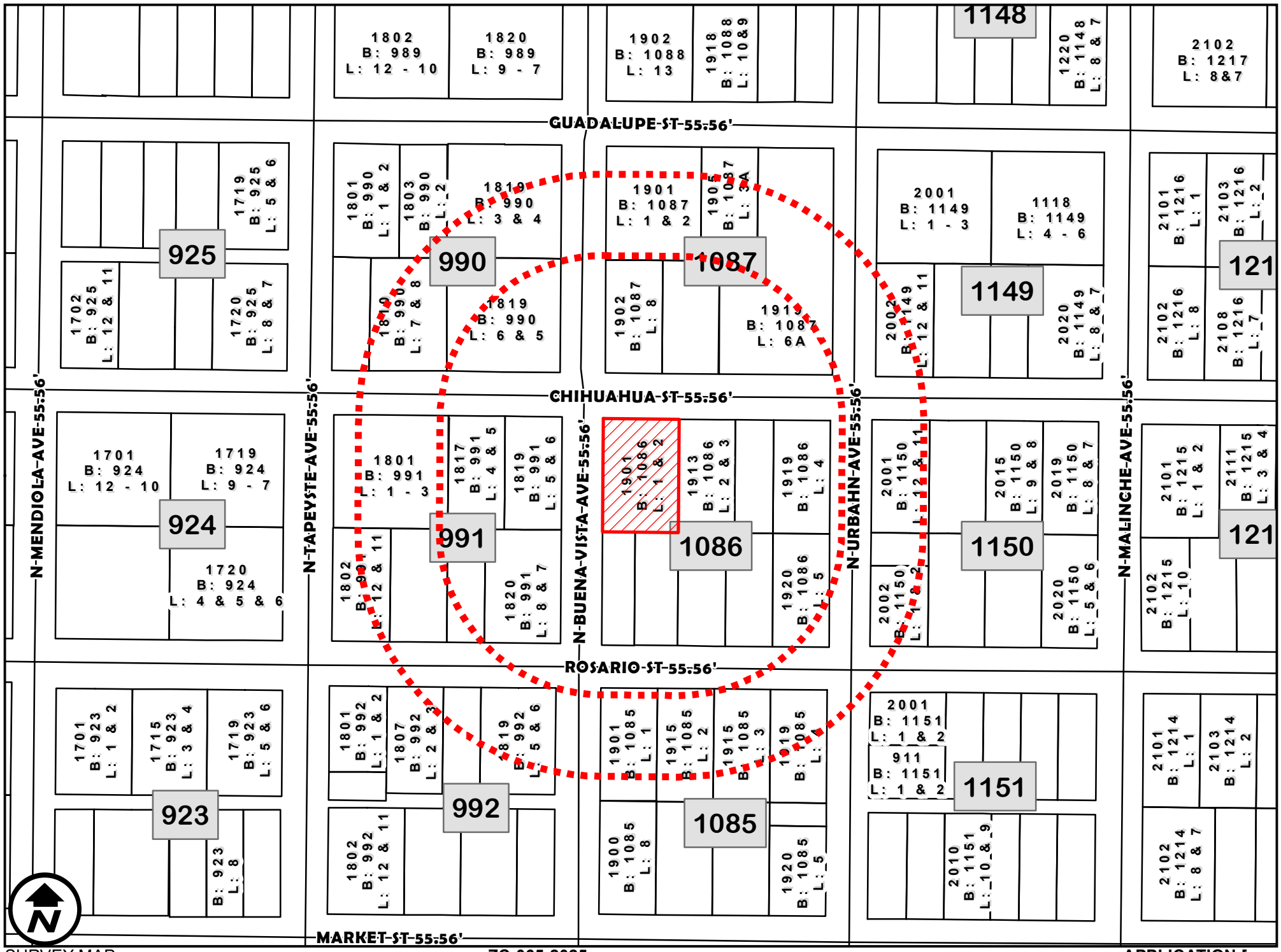


ZONING MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)

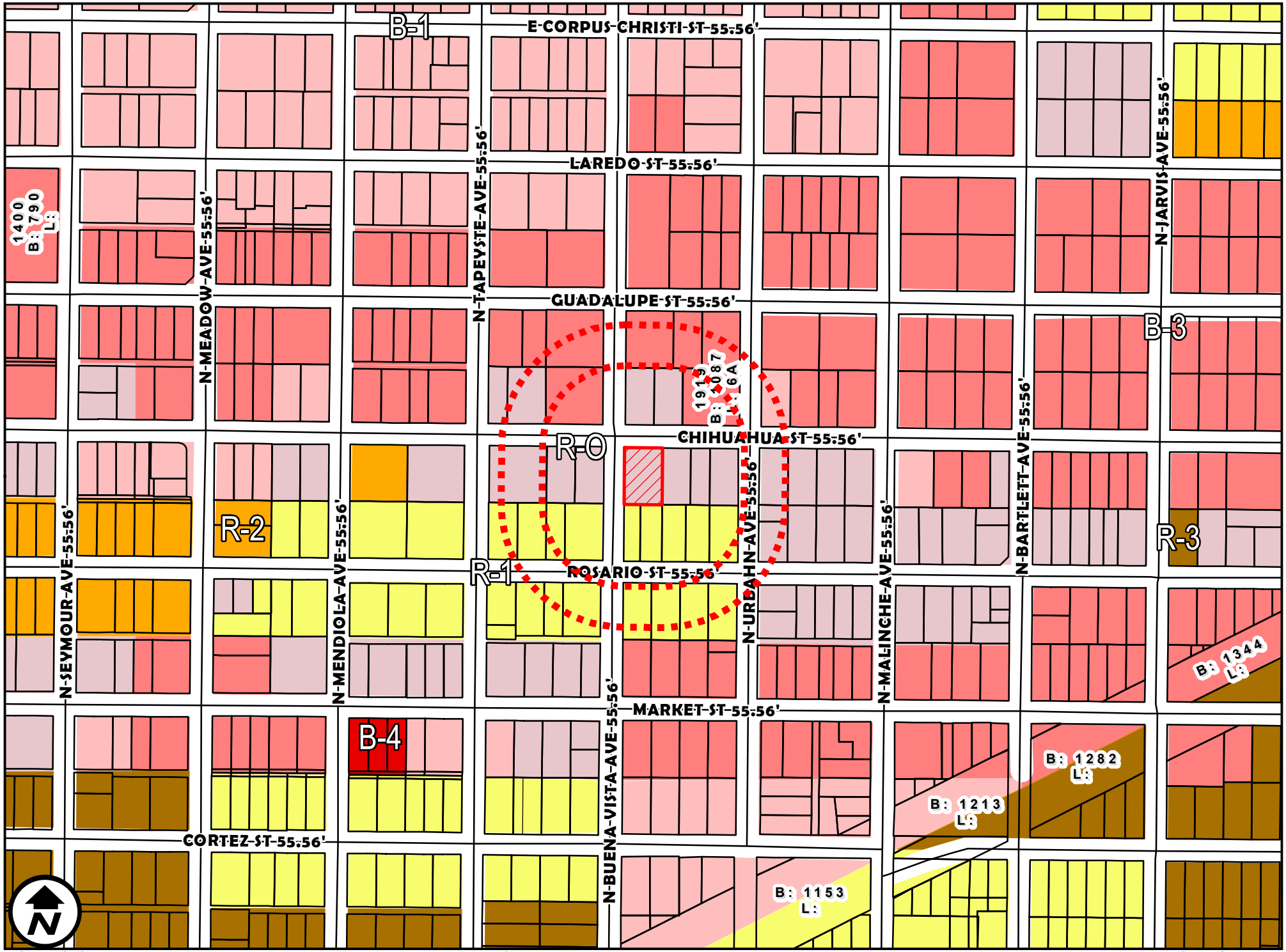


SURVEY MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)



ZONING OVERVIEW

1 inch = 300 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)

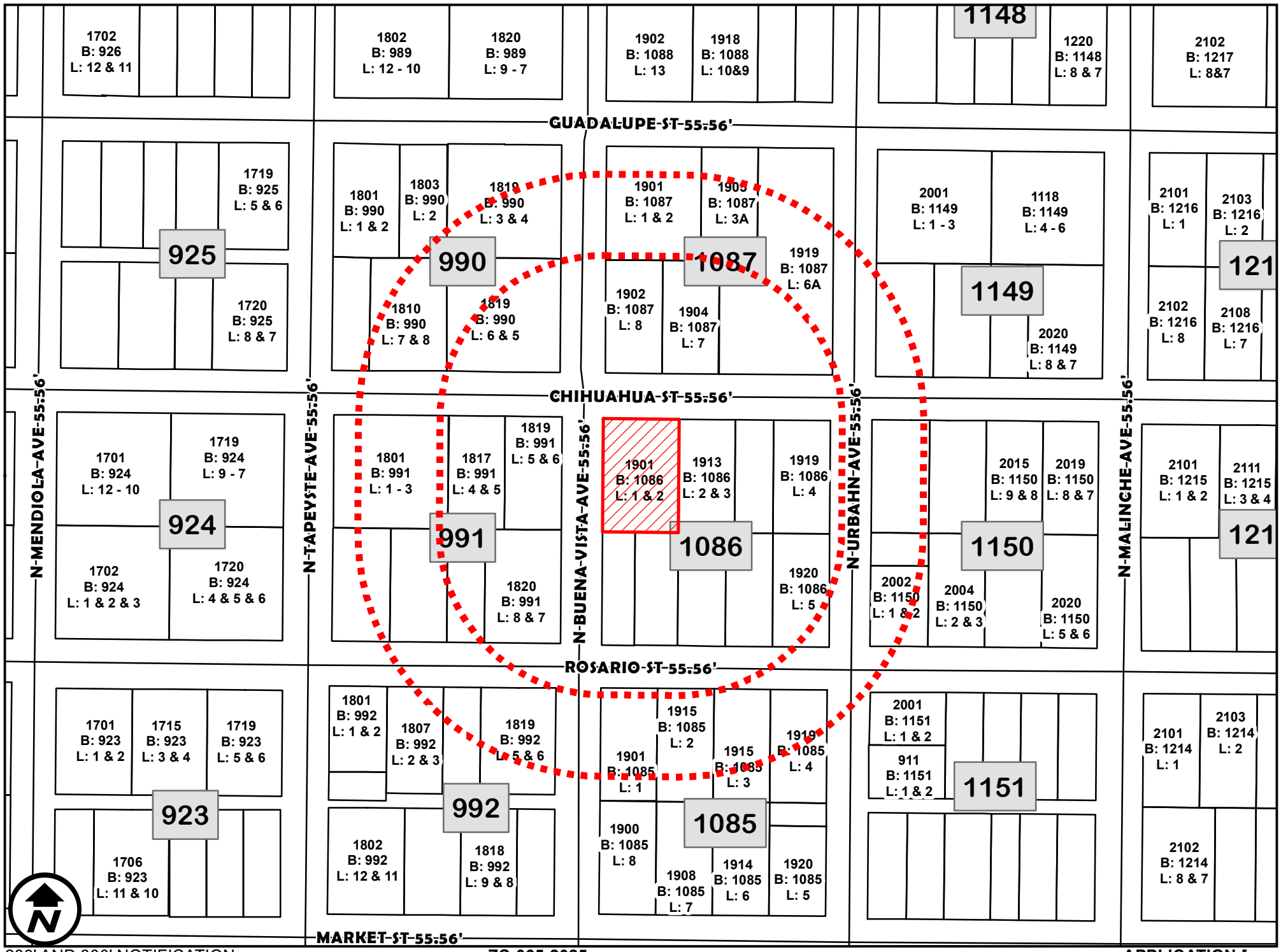


FUTURE LANDUSE

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-1 (LIMITED BUSINESS DISTRICT)


ZC065-2015
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-O TO B-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1 AND THE WEST 1/3 VARAS OF LOT 2, BLOCK 1086, EASTERN DIVISION, LOCATED AT 1901 CHIHUAHUA STREET, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; 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 April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office 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. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Public Hearing & Introductory Ordinance 22.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo's FY 2026 annual budget by appropriating revenues and expenditures in the amount of $465,259.00 in the 2022 Revenue Bond. The interest earnings being appropriated are to pay for expenses on new projects and upgrades.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Interest earnings are being appropriated in order to pay for expenses on new projects and upgrades.

1. New irrigation system at Colombia Solidarity (Bridge 3)
   a. An irrigation system is essential for Bridge 3 to maintain the safety, upkeep, and appearance of landscaped areas. Due to high temperatures in Laredo, consistent irrigation is necessary to sustain healthy vegetation. As an international port of entry, the facility reflects the city and contributes positively to the department and community.

2. Elevator modernization for 2 elevator units located at Gateway to the Americas (Bridge 1)
   a. The two existing elevator units are over 20 years old and have reached the end of their service life. Aging components have led to reliability issues, frequent interruptions, and increased maintenance, with parts now outdated and difficult to source. Modernization is needed to meet current safety standards, improve efficiency, and ensure reliable operation for the public and staff.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies): Goal 11.3: Participate in the support of innovative strategies for alleviation of long border wait times, infrastructure improvements, public safety, economic development, border inspection and national security at the international border.
Summary of alignment: This agenda item is to appropriate interest earnings in order to pay for expenses related to new bridge projects.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	No
Source of Funds:	2022 Revenue Bond
Account #:	553-9881
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Account Number	Amended Budget	Proposed Budget Amendment	Amended Budget
2022 Revenue Bond			
Revenue:			
Interest Earnings			
553-9881-363-1000	$102,780	$465,259	$ 568,039
Expense:			
Improvement Other Than Buildings			
553-9881-535-9301	$-	$465,259	$465,259

City of Laredo

City Council

Meeting Date: 4/20/2026 **Public Hearing & Introductory Ordinance 23.**

SUBJECT
Public Hearing & Introductory Ordinance authorizing the City Manager to amend the FY 2025-2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total of $5,799,996.00, consisting of $3,799,996.00 in grant funding from Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program and a required 1:1 Non-Federal Match of $3,799,996.00. Matching funds will be derived from $2,000,000.00 Webb County Match in a three-year payment commitment. The City Local Match of $1,800,000.00 from the 2019 Certificate of Obligation Issue has already been appropriated. Grant funds will improve existing trails and embankments along Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods.

PREVIOUS COUNCIL ACTION
Council approved 2026-R-63 on March 16, 2026.

BACKGROUND
In 2022, council approved the creation of the Laredo Binational River Park Working Group under Resolution No. 2022-R-107. Collaboration has been ongoing since January 2022 between local stakeholders to identify potential funding sources to develop approximately 6.2 river miles along the Rio Grande known as the Binational River Conservation Project. The presented grant opportunity has been identified as a potential funding mechanism for Project Uno - the restoration of the Zacate Creek Watershed.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
☑ Strong ☐ Moderate ☐ Weak/None
Supporting goal(s)/policy(ies):

Goal 8.1 - Promote Active Recreation and Trail Connectivity (Viva Laredo Comprehensive Plan, p. 8.12)

"Develop and maintain pedestrian and bicycle trails to improve connectivity, recreational access, and healthy lifestyle opportunities for all residents."

Relevance: The agenda item allocates funds to improve existing trails and develop newly extended trails along Zacate Creek, directly advancing the goal of enhancing trail connectivity and promoting active recreation.

Policy 8.2.3 - Enhance Neighborhood Access to Parks and Recreation Facilities (Viva Laredo Comprehensive Plan, p. 8.14)

"Ensure that all neighborhoods have safe and convenient access to parks, trails, and recreational facilities."

Relevance: The project's focus on improving recreational access to surrounding neighborhoods supports

equitable access, fulfilling this policy.

Policy 8.2.5 - Leverage Grant Funding for Recreational Development (Viva Laredo Comprehensive Plan, p. 8.15)

"Pursue state, federal, and private funding opportunities to develop and enhance parks, trails, and recreational infrastructure."

Relevance: The use of TPWD grant funding, combined with a 1:1 non-federal match from bonds, in-kind contributions, private donations, and county funds, exemplifies leveraging external resources for local recreational development.

Summary of alignment:

This agenda item strongly aligns with the Viva Laredo Comprehensive Plan's goals and policies related to recreational infrastructure, trail connectivity, and neighborhood accessibility. The planned improvements along Zacate Creek directly support Goal 8.1 by enhancing active recreation opportunities. Policy 8.2.3 is fulfilled by providing safer and more accessible recreational spaces to nearby neighborhoods, while Policy 8.2.5 is exemplified through the strategic use of grant and matching funds.

The initiative also intersects with broader planning themes such as **public health** (promoting active lifestyles), **equity** (improving neighborhood access), **sustainability** (enhancing trails and green spaces), and **community engagement** (involving local donations and partnerships).

Source: Viva Laredo City of Laredo Comprehensive Plan.

COMMITTEE RECOMMENDATION

Click or tap here to enter text.

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	FY 2025 - 2026
Budgeted Y/N?:	N
Source of Funds:	TPWD / 2019 CO / WEBB COUNTY
Account #:	458-3118
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Grant would be accounted in the Capital Grants Fund.

ORDINANCE NO. 2026-O-XXX

PUBLIC HEARING & INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2025–2026 CAPITAL GRANTS FUND BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE TOTAL OF $5,799,996.00, CONSISTING OF $3,799,996.00 IN GRANT FUNDING FROM TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) UNDER THE OUTDOOR RECREATION LEGACY PARTNERSHIP (ORLP) 2023 GRANT PROGRAM AND A REQUIRED 1:1 NON-FEDERAL MATCH OF $3,799,996.00. MATCHING FUNDS WILL BE DERIVED FROM $2,000,000.00 WEBB COUNTY MATCH IN A THREE-YEAR PAYMENT COMMITMENT. THE CITY LOCAL MATCH OF $1,800,000.00 FROM THE 2019 CERTIFICATE OF OBLIGATION ISSUE HAS ALREADY BEEN APPROPRIATED. GRANT FUNDS WILL IMPROVE EXISTING TRAILS AND EMBANKMENTS ALONG ZACATE CREEK, AS WELL THE DEVELOPMENT OF NEWLY EXTENDED TRAILS, AND IMPROVE RECREATIONAL ACCESSIBILITY TO SURROUNDING NEIGHBORHOODS.

WHEREAS, the Fiscal Year 2025-2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total of $5,799,996.00; and,

WHEREAS, these funds are from the Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program, for the purpose specified for community project funding to be implemented by the City of Laredo; and,

WHEREAS, these funds will be directed to improve existing trails and embankments long Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods.

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

SECTION 1. Authorizing an amendment to the FY 2025–2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total amount of $5,799,996.00, consisting of $3,799,996.00 in grant funding from the Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program and a required 1:1 Non-Federal Match of $3,799,996.00. Matching funds will be derived from $2,000,000.00 Webb County match in a three-year payment commitment. The City local match of $1,800,000.00 from the 2019 Certificate of Obligation Issue has already been appropriated.

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Public Hearing & Introductory Ordinance 24.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19, “Motor Vehicles and Traffic,” Article III, Section 19-70, entitled “Investigation,” of the Code of Ordinances of the City of Laredo, Texas; by increasing the property damage threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); by removing certain language; providing for publication; and providing for an effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19, "MOTOR VEHICLES AND TRAFFIC," ARTICLE III, SECTION 19-70, ENTITLED "INVESTIGATION," OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS; BY INCREASING THE PROPERTY DAMAGE THRESHOLD FROM FIFTY DOLLARS ($50.00) TO ONE THOUSAND DOLLARS ($1,000.00); BY REMOVING CERTAIN LANGUAGE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo seeks to update its ordinances to reflect current enforcement standards and thresholds; and

WHEREAS, it is in the best interest of the City to amend Section 19-70 of Chapter 19, Article III to increase the minimum property damage threshold and streamline the scope of officer authority;

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

Section 1. Section 19-70 of Chapter 19, Article III of the City of Laredo Code of Ordinances is hereby amended to read as follows: words and phrases to be removed are enclosed in brackets and indicated with strikethrough, and new language is underlined and italicized, as provided herein.

Sec. 19-70. Investigation.

Upon notification of a law enforcement officer by the driver of a vehicle involved in an accident resulting in injury to or death of any person, or total property damage to an apparent extent of [~~fifty dollars~~] *one thousand dollars* [(~~$50.00~~)] (*$1,000.00)* or more, the officer may investigate the accident and file any justifiable charges relating thereto. [~~without regard to whether the accident occurred on a public street or highway or other public property, on a road owned and controlled by any water control and improvement district, whether or not a fee is charged for the use of the road, or on private property commonly used by the public such as supermarket or shopping center, parking lots, parking areas provided by business establishments for the convenience of their customers, clients or patrons, parking lots owned and operated by the city or any other parking area owned and operated for the convenience of, and commonly used by, the public; provided, however, this section shall not apply to accidents occurring on privately owned residential parking areas or on privately owned parking lots where a fee charged for the privilege of parking or storing a motor vehicle.~~]

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

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

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

Section 4. The 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 5. 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.

_____
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: 4/20/2026 **Public Hearing & Introductory Ordinance 25.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19 (“Motor Vehicles and Traffic”), Article III, Section 19-71, entitled (“Reports-Required”), of the Code of Ordinances of the City of Laredo, Texas; by amending Subsection (a) to increase the property damage reporting threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); providing for severability; providing for publication; and establishing an effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
No financial impact.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19 ("MOTOR VEHICLES AND TRAFFIC"), ARTICLE III, SECTION 19-71 ("REPORTS—REQUIRED"), OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, BY AMENDING SUBSECTION (a) TO INCREASE THE PROPERTY DAMAGE REPORTING THRESHOLD FROM FIFTY DOLLARS ($50.00) TO ONE THOUSAND DOLLARS ($1,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo regulates traffic and public safety matters through Chapter 19 of its Code of Ordinances; and

WHEREAS, Section 19-71 currently requires reporting of accidents involving property damage of fifty dollars ($50.00) or more, which no longer reflects modern economic conditions; and

WHEREAS, the City Council finds that increasing the reporting threshold to one thousand dollars ($1,000.00) is reasonable and in the best interest of the public health, safety, and welfare of the citizens of Laredo;

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

Section 1. The City of Laredo Code of Ordinances, Chapter 19, Article III, Section 19-71 (a) is hereby amended to read as follows: words and phrases to be removed are enclosed in brackets and indicated with strikethrough, and new language is underlined and italicized, as provided herein.

Sec. 19-71. Reports—-Required.

(a) The driver of a vehicle involved in an accident within the city resulting in an injury to or death of any person or damage to any property to an apparent extent of [~~fifty dollars~~] *one thousand dollars* [(~~$50.00~~)] (*$1,000.00)* or more shall immediately by the quickest means of communication give notice of such accident to the police department.

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The 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 5. 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.

_____
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: 4/20/2026 **Public Hearing & Introductory Ordinance 26.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19, Article VIII, Section 19-360 of the Code of Ordinances of the City of Laredo, Texas, entitled “Parking Meters,” renaming the section to “Parking Meters and Pay Station Zones,” and replacing the section in its entirety; providing for severability; providing for publication; and providing for an effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19, ARTICLE VIII, SECTION 19-360 OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, ENTITLED "PARKING METERS," RENAMING THE SECTION TO "PARKING METERS AND PAY STATION ZONES," AND REPLACING THE SECTION IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo seeks to modernize and improve the efficiency of its parking system in response to evolving downtown mobility needs and increased demand for accessible parking; and

WHEREAS, the current provisions governing parking meters require updates to reflect advancements in parking technology, including the use of pay stations and integrated payment systems; and

WHEREAS, the City Council finds it necessary to streamline parking rates to ensure consistency, fairness, and ease of use for residents, visitors, and businesses; and

WHEREAS, improved management of parking meters and pay station zones will enhance operational efficiency, support enforcement, and promote turnover of parking spaces in high-demand areas; and

WHEREAS, these updates are intended to support economic activity, improve user convenience, and align the City's parking policies with best practices in municipal parking management; and

WHEREAS, the City of Laredo desires to amend Section 19-360 of Chapter 19, Article VIII to reflect these goals and provide a clear and comprehensive framework for parking meters and pay station zones.

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

Section 1. Section 19-360 of Chapter 19, Article VIII of the City of Laredo Code of Ordinances is hereby amended by deleting the existing language in its entirety, which is set forth below in brackets and indicated with strikethrough, and substituting in its place new language, which is underlined and italicized, as provided herein.

Sec. 19-360. ~~[Parking meters.]~~

~~[(a) The following length of time for parking a vehicle in a parking space and the amount of money charged for such length of time, respectively, for so using parking spaces, are hereby established:~~

(1) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty (20) minutes for each quarter, with a two-hour maximum parking limit for parking meters installed in the following streets: Matamoros Street, Farragut Street, Hidalgo Street, Lincoln Street, Iturbide Street, Grant Street, Zaragoza Street, between Santa Ursula Avenue on the east and Santa Maria Avenue on the west and also including the 1500, and 1600 blocks of Water Street and on the following avenues all east of Santa Maria which include San Eduardo Avenue, San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue, San Agustin Avenue, Flores Avenue, Convent Avenue, Salinas Avenue, and Juarez Avenue.

(2) Six (6) minutes for each nickel, twelve (12) minutes for each dime, and thirty (30) minutes for each quarter, with a ten-hour time limit, for all other parking meters installed west of Santa Maria Avenue, bounded by Santa Maria on the east, Hidalgo Street on the south, Santa Cleotilde on the west, and Moctezuma Street on the north.

a. A parking meter permit contract may be obtained, one (1) per person, at the parking enforcement division office at a nonrefundable fee of forty dollars ($40.00) per parking meter space. To the extent that the imposition of any fee, requirement or other provision set forth in the division would be inconsistent with a controlling state or federal law, then this division shall be construed and applied in a manner that conforms with the applicable state or federal law. Contract may be approved as submitted or modified subject to the provision herein provided, unless it is determined that the application is incomplete or materially untruthful; or there exists any unresolved parking citations for any vehicles owned by the applicant. Permits are personal to the permit holder and may not be assigned or used by any other persons, will not authorize reserving parking meters spaces and will not guarantee parking space availability. Upon establishing a contract, a parking meter permit/tag will be issued to be displayed on the front of the vehicle's windshield visible to enforcement officers at all times. Upon written notification to the holder, a permit may be suspended or revoked if the parking official determines that it was issued by error, that the parking space is having unanticipated adverse effects upon vehicular or pedestrian traffic, or that the holder has not complied with any applicable term of the permit.

b. A residential parking meter permit contract may be obtained, limit two (2) per residence, at the parking enforcement division office at a non-refundable yearly fee of fifteen dollars ($15.00) per permit. To the extent that the imposition of any fee, requirement or other provision set forth in the division would be inconsistent with a controlling state or federal law, then this division shall be construed and applied in a manner that conforms with the applicable state or federal law. Contract may be approved as submitted or modified subject to the provision herein provided, unless it is determined that the application is incomplete or materially untruthful; or there exists any unresolved parking citations for any vehicles owned by the applicant(s). Permits are personal to the permit holder and may not be assigned or used by any other persons, will not authorize reserving parking meters spaces and will not guarantee parking space availability. Proof such as utility bills, must be submitted while establishing a contract. A residential parking meter permit/tag will be issued to be displayed on the front of the

~~vehicle's windshield visible to enforcement officers at all times. Upon written notification to the holder, a permit may be suspended or revoked if the parking official determines that it was issued by error, that the parking space is having unanticipated adverse effects upon vehicular or pedestrian traffic, or that the holder has not complied with any applicable term of the permit/contract.~~

~~(3) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty (20) minutes for each quarter with a four-hour-maximum parking limit for all parking meters in city parking lots installed within the established parking meter zones.~~

~~a. The Convent and Matamoros parking meter lot will be three dollars ($3.00) per hour combined with monthly leases at sixty dollars ($60.00) per space.~~

~~(4) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty (20) minutes for each [quarter], with a four-hour maximum parking limit for parking meters installed in the following streets and avenues: Scott Street, Moctezuma Street, Washington Street, Victoria Street, Houston Street, between Santa Ursula Avenue on the east and Santa Maria Avenue on the west, also on the following avenues north of Houston Street which include San Eduardo Avenue, San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue, San Agustin Avenue, Flores Avenue, Convent Avenue, Salinas Avenue, and Juarez Avenue.~~

~~(b) Said parking meters shall be operated in said parking meter zones every day between the hours of 8:00 a.m. and 6:00 p.m., Central Standard Time or other standard time established or proclaimed by the United States for an area including the city, except Sundays and holidays; provided however, that within the meaning of this section the term "holiday" shall include the following days only: the first day of January, the fourth of July, the first Monday in September, the twenty-fifth day of December, and the day designated and set aside by the President of the United States as a day of Thanksgiving and all other holidays observed by the City of Laredo.~~

~~(c) Parking meters on Main Avenue and Davis Avenue between Hidalgo Street on the north and Zaragoza Street on the south, and all meters east of San Eduardo, between Moctezuma Street on the north and Iturbide Street on the south, were removed and are no longer operational.~~

~~(d) Waiver of fees: The city manager may waive in whole or in part the parking fees provided for in this section for special events on a case by case basis when deemed in the best interest of the city.~~

~~(e) Mobile payment service application and convenience fees: The mobile payment service application will allow customers to receive real-time notifications in advance to alert of parking expirations; the ability to pay and extend parking session remotely.~~

~~To set up an account, customers download the mobile app from the Apple or Google Play store and sign up using their mobile number. Mobile payment service includes a transaction convenience fee.~~]

Sec. 19-360. *Parking meters and pay station zones.*

(a) *The City Manager, or designee, may establish paid-parking zones, both along public street right-of- way and on parking lots owned or controlled by the City. All areas*

for which City Council has previously authorized parking meters and has not repealed the authorization are paid-parking zones.

(b) *The City Manager, or designee, may determine where within paid-parking zones to install parking meters and where to install pay stations.*

(c) *Paid-parking zone regulations apply on public right-of-way throughout the city Monday through Saturday between 8:00 a.m. and 12:00 a.m., except on designated City holidays, or as otherwise indicated on the device.*

(d) *Paid-parking zone regulations, other than for on-street parking, apply during the days and hours designated on the device. The City Manager, or designee, may determine the days and hours of operation for current or future paid-parking zones.*

(e) *The proper amounts for the use of a parking meter or pay station space are as follows:*

LENGTH OF TIME	***AMOUNT***
12 minutes	*25 cents (.25)*
24 minutes	*50 cents (.50)*
36 minutes	*75 cents (.75)*
48 minutes	*100 cents (1.00)*
60 minutes	*125 cents (1.25)*

(f) *Waiver of fees: The City Manager may waive, in whole or in part, the parking fees provided for in this section for special events on a case-by-case basis when deemed in the best interest of the city.*

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The 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 5. 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: 4/20/2026 **Public Hearing & Introductory Ordinance 27.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19 (“Motor Vehicles and Traffic”), Article III, Section 19-74 (“Removing Vehicle from Scene”) of the Code of Ordinances of the City of Laredo, Texas, by revising the section in its entirety; providing for updated regulations governing the removal of vehicles from the scene of an accident; providing for severability; providing for publication; and establishing an effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19 ("MOTOR VEHICLES AND TRAFFIC"), ARTICLE III, SECTION 19-74 ("REMOVING VEHICLE FROM SCENE") OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, BY REVISING THE SECTION IN ITS ENTIRETY; PROVIDING FOR UPDATED REGULATIONS GOVERNING THE REMOVAL OF VEHICLES FROM THE SCENE OF AN ACCIDENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo, Texas, is authorized to regulate traffic and promote public safety pursuant to its police powers and applicable state law; and

WHEREAS, Chapter 19, Article III, Section 19-74 of the City Code currently regulates the removal of vehicles from the scene of an accident; and

WHEREAS, the City Council finds that it is necessary to review and update these provisions to ensure clarity, consistency with current law, and the efficient investigation of traffic accidents; and

WHEREAS, the City Council further finds that requiring vehicles involved in accidents to remain at the scene until authorized by a law enforcement officer promotes public safety, preserves evidence, and facilitates proper emergency response; and

WHEREAS, the City Council recognizes that limited exceptions may be necessary when immediate transportation of injured persons or notification of law enforcement is required; and

WHEREAS, the City Council desires to amend Section 19-74 in its entirety to better serve the public health, safety, and welfare of the residents of the City of Laredo.

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

Section 1. Section 19-74 of Chapter 19, Article III of the City of Laredo Code of Ordinances is hereby amended by deleting the existing language in its entirety, which is set forth below in brackets and indicated with strikethrough, and substituting in its place new language, which is underlined and italicized, as provided herein.

Sec. 19-74. Removing vehicle from scene.

[~~It shall be unlawful for the driver or any other person to remove any vehicle involved in an accident from the scene of the accident until authorized to do so by a police officer of the police department of the city; provided, however, this section shall not apply if there exists or arises a duty on the part of such driver or other person in control of such vehicle to use the vehicle in carrying any person injured in the accident to a physician or surgeon for medical or surgical treatment or to notify the police department of the accident.~~]

Drivers involved in a minor, non-injury collision must immediately move their vehicles from the main lane, ramp, shoulder, median or adjacent area of a freeway to a suitable location to minimize traffic interference when each vehicle involved can be normally and safely driven. If a person involved is injured or killed, or if the vehicle cannot be safely driven, the requirement to move the vehicle does not apply.

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The 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 5. 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: 4/20/2026 **Public Hearing & Introductory Ordinance 28.**

SUBJECT
An Ordinance of the City of Laredo amending Chapter 19, Article X, Section 19-379 (1), “Fees; Release,” of the Code of Ordinances of the City of Laredo, Texas; increasing the administrative fee for booted or towed vehicles from twenty-five dollars ($25.00) to sixty dollars ($60.00); providing for codification; providing a severability clause; providing a repealer clause; and providing an effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
Revenues will be deposited to Parking Meters Fund.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO AMENDING CHAPTER 19, ARTICLE X, SECTION 19-379 (1), "FEES; RELEASE," OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS; INCREASING THE ADMINISTRATIVE FEE FOR BOOTED OR TOWED VEHICLES FROM TWENTY-FIVE DOLLARS ($25.00) TO SIXTY DOLLARS ($60.00); PROVIDING FOR CODIFICATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 19-379 of the Code of Ordinances currently establishes fees required for the release of vehicles that have been booted or towed due to unresolved parking citations; and

WHEREAS, the existing administrative fee of twenty-five dollars ($25.00) was originally adopted to defray the City's administrative costs associated with enforcement, including placement of vehicles on the delinquent vehicle list and related processes; and

WHEREAS, the City Council finds that the current administrative fee no longer adequately reflects the actual costs incurred by the City for personnel, equipment, processing, and enforcement activities; and

WHEREAS, the City Council has determined that increasing the administrative fee to sixty dollars ($60.00) is necessary to more accurately recover administrative expenses and ensure the continued effectiveness of parking enforcement operations; and

WHEREAS, the City Council further finds that updating this fee promotes fairness and fiscal responsibility while maintaining compliance incentives for the timely resolution of parking citations.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 19, Article X, Section 19-379 (1) is hereby amended to read as follows: words and phrases to be removed are enclosed in brackets and indicated with strikethrough, and new language is underlined and italicized, as provided herein.

Sec. 19-379. Fees, release.

Except as provided in section 19-380, the claimant of a vehicle may not secure the release of the vehicle until an appearance has been made on all unresolved parking citations relating to the vehicle which were issued while the vehicle was owned by the person who owned the vehicle at the time it is booted or towed hereunder, and the claimant has paid the following fees, as applicable:

(1) An administrative fee, if the vehicle has been booted or towed, or both, of [~~twenty-five~~] *sixty* dollars [~~($25.00)~~] (*$60.00)* to defray the city's administrative costs in placing the vehicle on the delinquent vehicle list and related expenses under this article.

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The 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 5. 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: 4/20/2026 **Third and final reading 29.**

SUBJECT
Authorizing the City Manager to grant a non-exclusive franchise to DebriCo 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. Franchise fees will be deposited in the General Fund.

PREVIOUS COUNCIL ACTION
Ordinance was introduced on 02/17/26, second reading on 04/07/26.

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.

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the third reading of this ordinance.

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-75

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO DEBRICO 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, DebriCo 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, DebriCo 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 DebriCo 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, DebriCo 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 DebriCo 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	**Rate/Empty**
14 Yds	$320.00

Other Fees	
After 2 Ton Weight	$85.00 per Ton

Plus, all applicable taxes

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

V. SERVICE AREA

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

VI. REQUESTS FOR SERVICE

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

VII. RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. PLACEMENT OF CONTAINERS

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

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

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

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

X. INDEMNIFICATION

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

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

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

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

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

XI. INSURANCE

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

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

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

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

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

XII. SERVICE STANDARD AND EQUIPMENT

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

XIII. LANDFILL FACILITIES

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

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

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

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

XIV. ASSIGNMENT

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

XV. NOTICES

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

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be 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: **DebriCo, LLC**
c/o John Michael Guerra
406 Emerald Lake Dr.
Laredo, TX. 78041

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 DebriCo LLC

By: _____

John Michael Guerra
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	Rate/Empty
14 Yds	$320.00

Other Fees

After 2 Ton Weight	$85.00 per Ton

Plus, all applicable taxes

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 30.**

SUBJECT
An Ordinance of the City of Laredo authorizing the City Manager to amend the City of Laredo FY2026 General Fund Library Department by appropriating $9,000 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Family Place Library Training Grant. Grant will be allocated in the General Fund.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance read and approved on April 7, 2026 Council meeting. The ratification of the application was approved on March 16, 2026 Council meeting.

BACKGROUND
The Texas State Library and Archives Commission's (TSLAC) Family Place Libraries Training Institute provides theoretical ground and practical training for library staff in family-centered library services. By expanding the traditional role of children's services, Family Place participants build on the knowledge that good health, early learning, parent or guardian involvement, and supportive communities play a critical role in young children's growth and development.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Goal 10.1 - "Support the improvement of the education system of Laredo through coordination of efforts across all agencies."

Summary of alignment:
This ordinance demonstrates strong alignment with multiple goals and policies in the Viva Laredo Comprehensive Plan. It directly supports the development of health education and early childhood education programs-a priority per Goal 10.1.
Through this award, the City of Laredo Public Libraries, in collaboration with the City of Laredo Health Department, will be able to focus connecting parents to programs, resources, and services offered at the library, as well as other family service agencies. The initiative also emphasizes providing children with the resources they need to enter school ready to learn, laying the foundation for lifelong success.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION

Staff recommends that City Council introduce this ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
Revenues
Operating Grant/Texas State Library $9,000

Expenses
Library Supplies $9,000

COUNCIL COMMUNICATION

DATE:	SUBJECT: Final Hearing and Introductory Ordinance
4/20/2026	**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY26 GENERAL FUND LIBRARY DEPARTMENT BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $9,000.00 TO FUND THE FAMILY PLACE TRAINING AWARD GRANT, AS AWARDED BY THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC). THE GRANT AWARD IS IN THE AMOUNT OF $9,000.00 WITH NO CASH MATCH REQUIRED FOR A TOTAL GRANT AMOUNT OF $9,000.00. THE PERFORMANCE PERIOD IS APRIL 1, 2025 THROUGH APRIL 30, 2028.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Danielle M. Burns Assistant Library Director

PREVIOUS COUNCIL ACTION:

City Council authorized the City Manager to ratify the grant application submission on March 16, 2026.

Public Hearing and Introductory Ordinance was first read at the April 7, 2026 Council meeting.

BACKGROUND:

The Texas State Library and Archives Commission's (TSLAC) Family Place Libraries Training Institute provides theoretical ground and practical training for library staff in family-centered library services. By expanding the traditional role of children's services, Family Place participants build on the knowledge that good health, early learning, parent or guardian involvement, and supportive communities play a critical role in young children's growth and development.

FINANCIAL IMPACT:

Funding will be allocated in the General Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends that City Council introduce this Ordinance.

ORDINANCE No. 2026-O-53

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY26 GENERAL FUND LIBRARY DEPARTMENT BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $9,000.00 TO FUND THE FAMILY PLACE TRAINING AWARD GRANT, AS AWARDED BY THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC). THE GRANT AWARD IS IN THE AMOUNT OF $9,000.00 WITH NO CASH MATCH REQUIRED FOR A TOTAL GRANT AMOUNT OF $9,000.00. THE PERFORMANCE PERIOD IS APRIL 1, 2025 THROUGH APRIL 30, 2028.

Whereas, under the provisions of the Texas State Library and Archives Commission (TSLAC) accredited public libraries, local public library systems, libraries that are members of the TexShare Library Consortium, or nonprofit organizations that are applying on behalf of accredited libraries and/or TexShare members, through their governing authority entities are eligible to receive grants from TSLAC to provide financial support to organizations for public library programs to promote reading and literacy within local communities; and

Whereas, this grant program will provide families and caregivers access to health education through early childhood education experts, presentations and resources; and

Whereas, the City of Laredo has designated Joseph W. Neeb, City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Melinda Villa as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Family Place Training Award Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that this event is contingent upon the availability of and receipt of funds and in the event of loss of the Texas State Library and Archives Commission funds, the City of Laredo will not pursue this program.

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

Section 1: An ordinance authorizing the City Manager to amend the City of Laredo FY26 General Fund Library Department budget by appropriating revenues and expenditures in the amount of $9,000.00 to fund the Family Place Training Award Grant as awarded by the Texas State Library and Archives Commission (TSLAC). The grant award is in the amount of $9,000.00 with no cash match required for a total grant amount of $9,000.00. The performance period is April 1, 2025 through April 30, 2028.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 31.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending appendix a, definitions, of the Land development Code by establishing cigar lounges as the only smoking establishment that is allowed to serve alcohol.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this ordinance.

Fiscal Impact

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

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2025-O-79

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING APPENDIX A, DEFINITIONS, OF THE LAND DEVELOPMENT CODE BY ESTABLISHING CIGAR LOUNGES AS THE ONLY SMOKING ESTABLISHMENT THAT IS ALLOWED TO SERVE ALCOHOL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that establishments dedicated to the on-site smoking of tobacco or similar legal substances may create unique public health and ventilation considerations that warrant specialized regulation; and

WHEREAS, the City's existing definition of "smoking establishment" was intended to distinguish establishments primarily devoted to smoking activities, such as cigar lounges and hookah cafes, from bars, restaurants, and other establishments where smoking is not the principal activity; and

WHEREAS, Smoking Establishments consist of Cigar Lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments; and

WHEREAS, the City Council therefore finds it necessary and appropriate to amend the definition of "Smoking Establishment" in the Land Development Code to expressly provide that only cigar lounges may offer alcoholic beverage service subject to the revenue limitations set forth in the ordinance.

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

Section 1. The City of Laredo Land Development Code, Appendix A, Definitions, is hereby amended as follows:

Smoking establishment - shall mean an establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both: (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar legal substances and products to the customer; and (2) the on-site smoking of tobacco or other substances. These establishments are required to have isolated HVAC systems to remove smoke and odors. This definition shall be construed to include establishments known variously as, cigar lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives fifty (50) percent or more of its gross revenue on a quarterly basis (i.e., three (3) months) from the sale of alcoholic beverages for on-premise consumption or food sales. *However, only an establishment operating as a cigar lounge may permit the on-premise sale or of alcoholic beverages, so long as the cigar lounge does not derive fifty (50) percent or more of its gross revenue on a quarterly basis from the sale of alcoholic beverages for on-premise consumption.*

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

such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 32.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 15, “Health and Sanitation,” Article I, “In General,” Section 15-11 of the Code of Ordinances to add the fees for the mammography screening; providing for publication and effective date. Fees are as follows: 2D Screening mammogram $160 (new), 3D Screening Stand-along $225 (new), 3D Screening - Add-On $65 (new).

PREVIOUS COUNCIL ACTION
On May 16, 2022, Council approved Ordinance 2022-O-074

BACKGROUND
The City of Laredo Public Health Department is amending fees for services provided in order to address current operation needs.

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

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.1:** Expand access to preventive healthcare services in underserved communities.
- **Goal 7.3:** Prevent and reduce chronic disease and promote early detection.
- **Policy 7.3.1:** Support programs that increase cancer screenings and reduce barriers to early diagnosis.
- **Policy 7.3.3:** Improve access to diagnostic and preventive services that support women’s health.

Summary of alignment: This ordinance aligns with the Viva Laredo Comprehensive Plan by supporting expanded access to preventive health services through the addition of mammography screening fees within the City’s Code of Ordinances. Establishing these fees allows the Public Health Department to maintain sustainable operations for breast cancer screening services while improving access to early detection for residents. These efforts advance the Plan’s goals of promoting preventive healthcare, reducing chronic disease through early diagnosis, and strengthening women’s health services in the community.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	Laredo Public Health - Clinic Fees
Account #:	226-0000-355-4097
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Revenue account 226-0000-355-4097.

ORDINANCE NO. 2026-O-70

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 15, "HEALTH AND SANITATION,' ARTICLE I, "IN GENERAL' OF THE CODE OF ORDINANCES SECTION 15-11 TO UPDATE THE FEES FOR FEES FOR CLINICAL HEALTH SERVICES PROVIDED IN THE ADULT HEALTH/PRIMARY HEALTH CARE SERVICES PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Laredo Public Health Department, is amending fees for services provided in order to address current operational needs; and,

WHEREAS, the City of Laredo Public Health Department finds that amending the fees and providing for a new health service is necessary for the public health, safety, and welfare.

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

Section 1: Chapter 15, "Health and Sanitation,' Article I "In General" of the City of Laredo Code of Ordinance, is hereby amended as follows:

ARTICLE I. – IN GENERAL

…

Sec. 15-11. – Fees for clinical health services provided in the Adult health/primary health care services program.

(a) There is hereby established the following schedule of fees for clinical health services provided in the adult health/primary health care services program/HIV/STD services of the health department. The schedule of fees is based on the current federal poverty income guidelines (see attachment 1, on file with the city), and said income guideline change may be adjusted as needed by the health department director (which latter does so to conform with changes in the federal income guidelines as they occur):

La Familia (COPC) Health Care Center
Fee Schedule

Office Visits: New Patients			
Code	Type	Length (in minutes)	Fee
	First visit- screening, early disease detection, any preventive, chronic disease or disease control service as well as sexually transmitted disease services.		$35.00
99201	Focused	10	$44.00
99202	Expanded	20	$71

99203	Detailed	30	$99.00
99204	Comprehensive	45	$148.00
99205	Complex	60	$187.00
Office Visits: Established Patients			
	Follow-up-General		$25.00
99211	Minimal	5	$20.00
99212	Focused	10	$39.00
99214	Detailed	25	$85.00
99215	Comprehensive	40	$135.00
HIV Prevention			
	PrEP medication	various	$45.00
	nPee_ medication	various	$45.00
Mammography Screening			
77067	*2D Screening Mammogram*		*$160*
77063	*3D Screening Mammogram Stand-alone*		*$225*
77063	*3D Screening – Add-On*		*$65*

(b) An additional service to be provided by the city health department's adult health/primary health care program will be nursing services to address the needs of the uninsured and those without access to health care. A cost of thirty-five dollars ($35.00) for the first visit and twenty-five dollars ($25.00) for any follow-up visits will be charged to those persons without healthcare access and/or without health insurance.

(c) This section does not and is not intended to exempt, change or modify the terms of any governing federal or state regulations which apply to the provisions of the services by the maternal and child health program of the city health department.

(d) The health department director may authorize the temporary waiver or reduction of any fees established in this section in connection with public health initiatives, outreach programs, promotional events, or other efforts intended to increase community access to clinical health services. Any such waiver or reduction shall be implemented at the discretion of the health department director and may be applied for a specified period of time or for designated services, as determined appropriate to promote public health objectives.

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

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

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

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. That after its passage by City Council, this Ordinance shall be published one (1) time and become effective not less than sixty (60) days from the date of the public hearing on this Ordinance, in accordance with the City Charter.

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

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

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 33.**

SUBJECT
An Ordinance amending the City of Laredo Municipal Housing Fund FY 2025-2026 Annual Budget by increasing revenues and expenditures in the amount of $65,800.00, establishing the rental rates and tenant policies for the Southern Hotel Apartments located at 1210 Matamoros St., and amending the Full Time Equivalent (FTE) position listing by adding one (1) Building Maintenance Mechanic.

PREVIOUS COUNCIL ACTION
On April 7, 2026, City Council introduced Public Hearing amending the City of Laredo Municipal Housing Fund FY 2025-2026 Annual Budget by increasing revenues and expenditures.

On June 20, 2023, City Council approved the award of the rehabilitation contract to the lowest bidder Summit Building and Design, in the amount of $6,848,896.00.

BACKGROUND
The rehabilitation of an existing City-owned historic building, known as the Southern Hotel, to provide twenty-two (22) mixed-income affordable rental housing units. Of these units, thirteen (13) will be designated for low- to moderate-income households, while nine (9) units will be rented at market rate.

This project is funded through the Community Development Block Grant (CDBG), the Section 108 Loan Program, and the HOME Investment Partnerships Program, all provided by the U.S. Department of Housing and Urban Development (HUD). As such, the rental of these units must benefit low- to moderate-income households and maintain affordable rents in accordance with HOME Program rules and regulations.

The proposed initial rental rate per month is as follows:

HOME/CDBG		
Units	11 - Studio's	$675.00
	2 - 1 Bedroom's	$725.00
Market Rate	7 - Studio's	$775.00
	2- 1 Bedroom's	$825.00

The security deposit will be equal to one month’s rent. Rental rates include water service. The rental rates are subject to change, as HOME Program rent limits are established annually by the U.S. Department of Housing and Urban Development.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: Strong

Supporting goal(s)/policy(ies):

Goal 3.1 - Provide a Variety of Housing Options

“Encourage the development and preservation of a variety of housing types that are safe, accessible, and affordable for residents of all income levels.”

(Viva Laredo City of Laredo Comprehensive Plan, Housing Element, Goal 3.1, p. 3-6)

Relevance:

The rehabilitation of the Southern Hotel to create 22 mixed-income rental units, including 13 units reserved for low- to moderate-income households, directly expands the range of affordable housing options in the community. The project ensures both affordability and diversity of housing types within the downtown area.

Policy 3.1.2 - Support Affordable Housing Development

“Support public and private programs that increase the supply of affordable housing for low- and moderate-income households.”

(Viva Laredo City of Laredo Comprehensive Plan, Housing Element, Policy 3.1.2, p. 3-7)

Relevance:

The project utilizes HUD funding sources (CDBG, Section 108 Loan Program, and HOME Investment Partnerships Program) specifically intended to expand affordable housing supply. The proposed rental rates ($675-$725 for HOME units) ensure compliance with federal affordability requirements and align with the Plan’s emphasis on supporting programs that benefit low- and moderate-income residents.

Policy 3.3.1 - Encourage Rehabilitation of Existing Housing and Buildings

“Promote the rehabilitation and adaptive reuse of existing and historic structures to improve housing availability and preserve community character.”

(Viva Laredo City of Laredo Comprehensive Plan, Housing Element, Policy 3.3.1, p. 3-11)

Relevance:

The project rehabilitates the historic Southern Hotel building into residential apartments, preserving a historic structure while converting it into productive housing units. This aligns with the Plan’s emphasis on adaptive reuse and preservation of existing buildings to support housing supply and neighborhood revitalization.

Summary of alignment:

The proposed action to establish rental rates and tenant policies for the **Southern Hotel Apartments** demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan*. The project converts a **City-owned historic building into 22 mixed-income rental units**, directly advancing the Plan’s goals of expanding affordable housing opportunities and promoting housing diversity.

Key aspects supporting alignment include:

- **Provision of affordable housing:** Thirteen units are reserved for low- to moderate-income households at regulated HOME Program rent limits.
- **Mixed-income housing model:** Nine market-rate units help support financial sustainability while promoting economic diversity.
- **Adaptive reuse of a historic structure:** Rehabilitation of the Southern Hotel preserves historic character while increasing residential density in the downtown area.
- **Leveraging federal housing programs:** Funding through **HUD programs (CDBG, Section 108, and HOME)** supports local housing objectives and aligns with the Plan's call for partnerships that expand affordable housing supply.

Overall, the agenda item advances broader planning themes within the Comprehensive Plan, including **housing affordability, downtown revitalization, historic preservation, and equitable access to housing**, thereby warranting a **Strong** level of alignment.

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION
To approve ordinance

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	Rental Income
Account #:	555-3965
Change Order: Exceeds 25% Y/N:	NA

FINANCIAL IMPACT:
Funds to be appropriated as follows:

Line Item Name	Annual Appropriation	Amendment	Amended Budget
Revenues:			
Southern Hotel Apartments	0	$65,800.00	$65,800.00
Expenses:			
Southern Hotel Apartments	0	$65,800.00	$65,800.00

ORDINANCE NO. 2026-O-76

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING THE CITY OF LAREDO MUNICIPAL HOUSING FUND FY 2025–2026 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $65,800; ESTABLISHING RENTAL RATES AND TENANT POLICIES FOR THE SOUTHERN HOTEL APARTMENTS LOCATED AT 1210 MATAMOROS STREET; AMENDING THE FULL-TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) BUILDING MAINTENANCE MECHANIC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has undertaken the rehabilitation of the Southern Hotel to convert the existing structure into twenty-two (22) mixed-income affordable rental housing units; and

WHEREAS, thirteen (13) of the twenty-two (22) units will be designated for low- to moderate-income households in accordance with federal program requirements, while nine (9) units will be rented at market rate; and

WHEREAS, the project is funded through the U.S. Department of Housing and Urban Development (HUD) programs including the Community Development Block Grant (CDBG), the Section 108 Loan Program, and the HOME Investment Partnerships Program; and

WHEREAS, the use of these federal funds requires that a portion of the housing units be reserved for low- to moderate-income households and that rental rates comply with HOME Program affordability regulations; and

WHEREAS, the City Council finds it necessary to establish rental rates and tenant policies for the Southern Hotel Apartments in order to ensure compliance with HUD regulations and to provide affordable housing opportunities; and

WHEREAS, the City Council further finds it necessary to amend the Municipal Housing Fund FY 2025–2026 Annual Budget by increasing revenues and expenditures in the amount of Sixty-Five Thousand Eight Hundred Dollars ($65,800) to support the operation of the Southern Hotel Apartments; and

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

SECTION 1: The City of Laredo Municipal Housing Fund FY 2025–2026 Annual Budget is hereby amended by increasing revenues and expenditures in the amount of **$65,800** for the operation and management of the Southern Hotel Apartments located at 1210 Matamoros Street.

SECTION 2: The City Council hereby establishes the **initial monthly rental rates** for the Southern Hotel Apartments as follows:

HOME Program Units (Low- to Moderate-Income Households):

- Eleven (11) Studio Units – **$675.00 per month**
- Two (2) One-Bedroom Units – **$725.00 per month**

Market Rate Units:

- Seven (7) Studio Units – **$775.00 per month**
- Two (2) One-Bedroom Units – **$825.00 per month**

SECTION 3: The security deposit for each unit shall be **equal to one (1) month's rent**. Rental rates include **water service**.

SECTION 4: Rental rates for HOME-assisted units shall comply with the rent limits established annually by the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships Program. Such rates may be adjusted as necessary to remain in compliance with federal regulations.

SECTION 5: Tenant eligibility, leasing, and occupancy requirements for the HOME-assisted units shall comply with all applicable **HUD regulations**, including income eligibility requirements for low- to moderate-income households.

SECTION 6: This ordinance shall take effect upon its adoption by the City Council and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Laredo, Texas, on this _____

day of _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

_____
BY: DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 34.**

SUBJECT
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY26 Police General Fund budget by increasing revenues and expenditures in the amount of $69,044.00. The revenues are from forfeiture cases involving abandoned and unclaimed money from the Laredo Police Department Property and Evidence Section. Funding will be used to purchase police equipment, law enforcement software, and building repairs.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on March 16, 2026.

BACKGROUND
The Laredo Police Department processed the forfeiture of $69,044.38 of abandoned and unclaimed money from the Property and Evidence Section. These cases required newspaper publications and a 90 day wait time to attempt to locate the owners. Such property was not claimed within the ninety (90) days of the date of publication, therefore, in accordance with the Texas Code of Criminal Procedures Article 18.17(c) this money may be forfeited and placed in the treasury of the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	General Fund
Account #:	101
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

	Original Budget	Proposed Amendment	Amended Budget
Revenues:			
PD Property Room Cases:			
101-0000-373-2068	$0	$69,044	$69,044

Expenditures:			
101-2366-522-2400	$243,125	$39,044	$282,125
101-2366-523-2010	$429,704	$30,000	$459,704

COUNCIL COMMUNICATION

DATE:	SUBJECT: Ordinance 2026-O-66
04/07/2026	**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY26 POLICE GENERAL FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $69,044.38. THE REVENUES ARE FROM FORFEITURE CASES INVOLVING ABANDONED AND UNCLAIMED MONEY FROM THE LAREDO POLICE DEPARTMENT PROPERTY AND EVIDENCE SECTION. FUNDING WILL BE USED TO PURCHASE POLICE EQUIPMENT, LAW ENFORCEMENT SOFTWARE, AND BUILDING REPAIRS.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
Public Hearing and Introductory Ordinance was approved by City Council on March 16, 2026.

BACKGROUND:

The Laredo Police Department processed the forfeiture of $69,044.38 of abandoned and unclaimed money from the Property and Evidence Section. These cases required newspaper publications and a 90 day wait time to attempt to locate the owners. Such property was not claimed within the ninety (90) days of the date of publication, therefore, in accordance with the Texas Code of Criminal Procedures Article 18.17(c) this money may be forfeited and placed in the treasury of the City of Laredo.

FINANCIAL IMPACT:

	Original Budget	Proposed Amendment	Amended Budget
Revenues:			
PD Property Room Cases:			
101-0000-373-2068	$0	$69,044	$69,044
Expenditures:			
101-2366-522-2400	$243,125	$39,044	$282,125
101-2366-523-2010	$429,704	$30,000	$459,704

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Ordinance.

ORDINANCE No. 2026-O-66

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY26 POLICE GENERAL FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $69,044.38. THE REVENUES ARE FROM FORFEITURE CASES INVOLVING ABANDONED AND UNCLAIMED MONEY FROM THE LAREDO POLICE DEPARTMENT PROPERTY AND EVIDENCE SECTION. FUNDING WILL BE USED TO PURCHASE POLICE EQUIPMENT, LAW ENFORCEMENT SOFTWARE, AND BUILDING REPAIRS.

Whereas, the City council previously adopted the budget for fiscal year 2026; and

Whereas, it is requested to amend the FY2026 annual budget by appropriating additional revenues and expenditures in the amount of $69,044.38.

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

Section 1: An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo FY26 Police General Fund budget by increasing revenues and expenditures in the amount of $69,044.38. The revenues are from forfeiture cases involving abandoned and unclaimed money from the Laredo Police Department Property and Evidence Section. Funding will be used to purchase police equipment, law enforcement software, and building repairs.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

Laredo Police Department

Memo

To: Celina Arrambide, Accountant

From: Pedro Escamilla, Lieutenant, Property & Evidence (C.E.A.B.)
Rene R. Alvarado, Assistant Chief
Jorge A. Valdez, Deputy Chief
Claudia Gonzalez, Captain

Date: February 13, 2026

Re: Forfeiture of Unclaimed/Abandoned Currency

The Laredo Police Department has conducted a follow-up investigation on the listed cases below. The owners of the listed properties have not claimed their property; in accordance with Texas Code of Criminal Procedures Article 18.17 (c) the information was published in the local newspaper on Thursday, March 20, 2025. There has not been an attempt to claim property within the 90 days given to respond.

In accordance with Texas Code of Criminal Procedures Article 18.17 (h), this money can be deposited to the City of Laredo's General Fund Account.

18-027791	$4,760.00
14-007137	$5,510.00
22-008842	$820.00
22-005588	$797.00
22-000401	$644.00
23-017625	$1,715.00
19-009580	$3,239.00
19-007215	$5,688.04
19-010524	$1,329.00
21-020958	$1,190.00
21-019409	$953.00
21-016531	$675.00
22-002174	$1,202.00
22-009832	$1,156.00
22-004080	$704.00
22-000311	$1,011.00
22-008618	$529.00
22-011101	$1,572.00

22-013681	$566.00
22-023101	$3,139.00
22-021377	$1,090.00
22-018137	$1,907.00
23-005346	$1,343.00
22-026182	$771.00
22-045901	$648.00
23-015320	$1,435.00
23-018669	$2,292.00
23-017033	$1,953.00
23-016300	$2,950.00
23-034871	$1,228.00
23-027121	$1,575.00
23-009512	$3,810.00
TOTAL	**$58,201.04**

Laredo Police Department

Memo

To: Celina Arrambide, Accountant

From: Pedro Escamilla, Lieutenant, Property & Evidence (C.E.A.B.)
Rene R. Alvarado, Assistant Chief
Jorge A. Valdez, Deputy Chief
Claudia Gonzalez, Captain

Date: February 13, 2026

Re: Forfeiture of Unclaimed/Abandoned Currency

The Laredo Police Department has conducted follow-up investigation on the listed cases and has determined that the currency associated with each case is unclaimed and/or abandoned. The amount for each case is under $500 and the owners are unknown or have not responded to a certified letter mailed to their last known address. Thus, currency has gone unclaimed.

In accordance with the Texas Code of Criminal Procedures Article 18.17 (b) and (c), this currency can be deposited to the City of Laredo's General Fund Account.

Case #	Amount
22-002488	$229.85
22-002705	$341.00
22-001367	$499.00
22-000206	$20.00
22-005416	$450.00
21-029151	$2.00
21-028185	$20.00
22-002787	$11.00
22-004209	$230.00
22-000746	$130.00
22-000206	$100.00
22-005960	$30.00
22-003901	$1.00
22-006885	$26.46
21-026186	$36.00
21-027332	$2.00

21-022970	$10.00
22-008929	$2.00
22-009225	$7.00
22-008819	$3.57
22-008914	$19.46
22-007802	$120.00
22-008914	$223.72
21-029825	$12.00
21-014931	$20.00
21-023313	$100.00
21-007035	$50.00
21-015444	$0.06
20-009268	$10.86
21-013416	$461.00
22-015796	$480.00
22-014197	$454.00
22-014195	$318.00
22-015527	$155.00
22-018050	$60.00
21-0219781	$30.00
21-029780	$10.00
21-024673	$15.00
21-014706	$20.00
22-011128	$45.00
22-011227	$20.00
21-014702	$15.00
21-029781	$15.00
22-011132	$15.00
21-001706	$10.00
21-014702	$10.00
21-014693	$10.00
21-014702	$15.00
19-030989	$35.00
22-022104	$40.00
22-024673	$25.00
22-011227	$105.00
22-011223	$15.00
22-011128	$15.00
22-011118	$80.00

22-011286	$10.00
22-011288	$15.00
22-011223	$20.00
22-011118	$10.00
22-011128	$60.00
22-011132	$30.00
22-011288	$20.00
22-011296	$15.00
22-011132	$15.00
21-014702	$10.00
21-029780	$70.00
21-014693	$30.00
22-014393	$10.00
22-011288	$45.00
22-011223	$40.00
22-011227	$15.00
22-011286	$60.00
22-011118	$20.00
22-022400	$2.15
22-022040	$69.00
22-016486	$20.00
22-016486	$6.00
22-020607	$20.00
22-010960	$2.00
22-021388	$5.90
22-020026	$5.63
22-011955	$10.00
22-017734	$20.00
22-017489	$24.00
22-017718	$120.00
22-016887	$69.71
22-016401	$65.12
22-023387	$20.00
22-023383	$50.00
22-023380	$15.00
22-023377	$80.00
21-029781	$30.00
22-023387	$20.00
22-023383	$35.00

22-023380	$15.00
22-023377	$15.00
22-029469	$0.63
22-013458	$196.00
22-023387	$40.00
22-023377	$20.00
22-023380	$10.00
22-023383	$20.00
21-029781	$20.00
22-045921	$1.09
22-029475	$2.20
22-055743	$25.00
22-055763	$15.00
22-055754	$15.00
22-047117	$4.00
23-007456	$29.39
23-006112	$7.64
23-009527	$20.00
23-009538	$15.00
22-055743	$25.00
22-055754	$20.00
23-011665	$388.52
23-010414	$12.00
23-010414	$60.00
08-005736	$1.46
23-009538	$15.00
22-055754	$20.00
23-009527	$25.00
23-009538	$10.00
23-009527	$15.00
02-034504	$22.78
07-039888	$7.25
08-005719	$0.59
03-020251	$20.00
09-003200	$216.00
23-023500	$26.00
23-030551	$59.00
23-030947	$51.00
23-034865	$12.76

23-034871	$5.00
23-031677	$2.00
23-041414	$300.00
23-043757	$113.00
23-030360	$20.00
23-044709	$294.00
07-037020	$11.42
23-046048	$2.00
23-046642	$40.00
23-046642	$70.00
23-053033	$1.48
07-038462	$30.00
18-019988	$112.00
18-019988	$123.00
23-047560	$5.00
14-035375	$19.00
23-057894	$9.00
23-043672	$250.00
18-020750	$45.00
18-020600	$25.00
14-035298	$6.00
23-062786	$166.00
17-004519	$4.45
16-030568	$2.00
15-021016	$21.00
16-035510	$2.00
02-002041	$5.17
23-064797	$9.00
11-018874	$28.75
23-068962	$48.00
23-070676	$1.00
23-070593	$13.00
23-071578	$410.00
14-021512	$120.00
17-015401	$20.00
11-025975	$1.35
02-003933	$2.00
17-015368	$9.12
17-018128	$6.08

14-009285	$37.18
23-077252	$4.00
23-046642	$115.00
01-029322	$81.00
01-038672	$1.00
02-016016	$12.00
02-019440	$5.00
97-015914	$197.00
05-028174	$1.00
11-039739	$2.00
23-091790	$3.44
23-093452	$0.70
23-088131	$6.00
23-082704	$169.00
23-087532	$1.00
15-020826	$1.00
23-095251	$5.00
07-002282	$5.00
16-017167	$1.40
06-040992	$1.00
Total	**$10,843.34**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 35.**

SUBJECT
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the budget for the FY 2026 Financial Task Force and the Rio Grande Valley (RGV) HIDTA Task Force by reducing revenues and expenditures in the amount of $165,000 in the 2025 award due to deobligation from the agency. Both grants are funded by the Executive Office of the President, Office of National Drug Control Policy (ONDCP) and High Intensity Drug Trafficking Area (HIDTA). Funding was authorized for personnel salaries, fringe benefits, overtime, travel, and operating expenses from January 1, 2025 through December 31, 2026. Funding is available in the Financial Task Force Fund.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on March 16, 2026.

City Council approved the grant award with Resolution # 2024-R-208 on July 22, 2024.

BACKGROUND
The City of Laredo has been the Grantee agency for the past thirty-four years for the Laredo Police Department HSI HIDTA Task Force, the DEA HIDTA Task Force, and the Rio Grande Valley Task Force. These Task Forces work together with other Local, State, and Federal agencies, with its main focus being the identification and disruption/dismantling of Major Drug Trafficking Organizations.

Funds under the original grant pay for personnel salaries, overtime, fringe benefits, travel and operating expenses. This grant is 100% federally funded by the Office of the National Drug Control Policy (ONDCP) and High Intensity Drug Trafficking Area (HIDTA).

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	HIDTA Task Force
Account #:	223
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

	Original Budget	Amendment	Proposed Budget
Revenues:			
223-000-321-8017 Financial Task Force	872,271	(165,000)	707,271
	Original Budget	Amendment	Proposed
Expenditures:			
223-2308-524-9900 Financial Task Force	707,443	(125,000)	582,443
223-2314-521-1120 HIDTA Rio Grande Valley	47,600	(40,000)	7,600

ORDINANCE No. 2026-O-67

ORDINANCE OF THE CITY OF LAREDO, AUTHORIZING THE CITY MANAGER TO AMEND THE BUDGET FOR THE FY 2026 FINANCIAL TASK FORCE AND THE RIO GRANDE VALLEY (RGV) HIDTA TASK FORCE BY REDUCING REVENUES AND EXPENDITURES IN THE AMOUNT OF $165,000 IN THE 2025 AWARD DUE TO DEOBLIGATION FROM THE AGENCY. BOTH GRANTS ARE FUNDED BY THE EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF THE NATIONAL DRUG CONTROL POLICY (ONDCP) AND HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA). FUNDING WAS AUTHORIZED FOR PERSONNEL SALARIES, FRINGE BENEFITS, OVERTIME, TRAVEL, AND OPERATING EXPENSES FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2026. FUNDING IS AVAILABLE IN THE FINANCIAL TASK FORCE FUND.

Whereas, the City Council previously adopted the budget for fiscal year 2025-2026; and

Whereas, funds are 100% federally funded by the Office of the National Drug Control Policy through the High Intensity Drug Trafficking Area; and

Whereas, the revenues and expenditures will be reduced due to a de-obligation from the agency; and

Whereas, funds will be used to pay personnel salaries for six (6) investigators (2 LPD, 2 Zapata County, 2 Webb County), one (1) patrol officer, one (1) Sr. Administrative Assistant, operational expenses, and travel.

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

Section 1: A Public Hearing and Introductory Ordinance of the City of Laredo, authorizing the City Manager to amend the budget for the FY 2026 Financial Task Force and the Rio Grande Valley (RGV) HIDTA Task Force by reducing revenues and expenditures in the amount of $165,000 in the 2025 award due to deobligation from the agency. Both grants are funded by the Executive Office of the President, Office of the National Drug Control Policy (ONDCP) and High Intensity Drug Trafficking Area (HIDTA). Funding was authorized for personnel salaries, fringe benefits, overtime, travel, and operating expenses from January 1, 2025 through December 31, 2026. Grant reduction is in the in the Financial Task Force Fund.

Section 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

Section 3: The City Manager will be authorized to transfer the following full-time equivalents (FTEs) to General Fund in the event this grant is no longer funded: two (2) investigators, one (1) patrol officer, and one (1) Sr. Administrative Assistant.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

Office of National Drug Control Policy

Notice of Award

Award# HID3125G0565-01
FAIN# HID3125G0565
Federal Award Date: 12/02/2025

Recipient Information

1. Recipient Name
CITY OF LAREDO
4712 Maher Ave
Laredo, TX 78041-3856

2. Congressional District of Recipient
28

3. Payment System Identifier (ID)
746001573

4. Employer Identification Number (EIN)
746001573

5. Data Universal Numbering System (DUNS)
785399833

6. Recipient's Unique Entity Identifier (UEI)
LDMTCMMA9Q44

7. Project Director or Principal Investigator
Arcelia L Elizondo
Financial Analyst
aelizondo2@ci.laredo.tx.us
956-753-4834

8. Authorized Official
Joseph Neeb
jneeb@ci.laredo.tx.us
956-791-7302

Federal Agency Information

Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID3125G0565-01

12. Unique Federal Award Identification Number (FAIN)
HID3125G0565

13. Statutory Authority
P.L. 119-4

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
Administrative Deob/Reob Action

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2025 **- End Date** 12/31/2026	
20.	**Total Amount of Federal Funds Obligated by this Action**	($40,000.00)
	20a. Direct Cost Amount	($40,000.00)
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$872,271.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$832,271.00
26.	**Period of Performance Start Date** 01/01/2025 **- End Date** 12/31/2026	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$832,271.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

Reprogram - Transaction Identification Number RPR0001713

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the budget reports in FAH for details.

Office of National Drug Control Policy

Notice of Award

Award# HID3125G0565-01
FAIN# HID3125G0565
Federal Award Date: 12/02/2025

Recipient Information

Recipient Name
CITY OF LAREDO
4712 Maher Ave
Laredo, TX 78041-3856

Congressional District of Recipient
28

Payment Account Number and Type
746001573

Employer Identification Number (EIN) Data
746001573

Universal Numbering System (DUNS)
785399833

Recipient's Unique Entity Identifier (UEI)
LDMTCMMA9Q44

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$832,271.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$832,271.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$832,271.00
m. Federal Share	$832,271.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID3125G0565	HID	410001	95.001	($40,000.00)	011202520261070000

Office of National Drug Control Policy

Notice of Award

Award# HID3125G0565-02
FAIN# HID3125G0565
Federal Award Date: 01/28/2026

Recipient Information

Recipient Name
CITY OF LAREDO
4712 Maher Ave
Laredo, TX 78041-3856

Congressional District of Recipient
28
Payment Account Number and Type
746001573
Employer Identification Number (EIN) Data
746001573
Universal Numbering System (DUNS)
785399833
Recipient's Unique Entity Identifier (UEI)
LDMTCMMA9Q44

31. Assistance Type
Project Grant
32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$707,271.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$707,271.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$707,271.00
m. Federal Share	$707,271.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID3125G0565	HID	410001	95.001	($125,000.00)	011202520261070000

Office of National Drug Control Policy

Notice of Award

Award# HID3125G0565-02
FAIN# HID3125G0565
Federal Award Date: 01/28/2026

Recipient Information

1. Recipient Name
CITY OF LAREDO
4712 Maher Ave
Laredo, TX 78041-3856

2. Congressional District of Recipient
28

3. Payment System Identifier (ID)
746001573

4. Employer Identification Number (EIN)
746001573

5. Data Universal Numbering System (DUNS)
785399833

6. Recipient's Unique Entity Identifier (UEI)
LDMTCMMA9Q44

7. Project Director or Principal Investigator
Arcelia L Elizondo
Financial Analyst
aelizondo2@ci.laredo.tx.us
956-753-4834

8. Authorized Official
Joseph Neeb
jneeb@ci.laredo.tx.us
956-791-7302

Federal Agency Information
Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID3125G0565-02

12. Unique Federal Award Identification Number (FAIN)
HID3125G0565

13. Statutory Authority
P.L. 119-4

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
Administrative Deob/Reob Action

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2025 **- End Date** 12/31/2026	
20.	**Total Amount of Federal Funds Obligated by this Action**	($125,000.00)
	20a. Direct Cost Amount	($125,000.00)
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$832,271.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$707,271.00
26.	**Period of Performance Start Date** 01/01/2025 **- End Date** 12/31/2026	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$707,271.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

Reprogram - Transaction Identification Number RPR0002266

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the budget reports in FAH for details.

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 36.**

SUBJECT
Authorizing the ratification of the City Manager to activate the Laredo Fire Department's Fire Engine 3016 by reclassifying nine (9) Full-Time equivalent firefighter positions to the position of three (3) Captains, three (3) Fire Drivers, three (3) Fire Assistant Drivers, and fifteen (15) cadets to firefighters. The engine will be located at Fire Station #14, 5309 Cielito Lindo Blvd., for the future Buena Vista Fire Station #16. The mobilization of this engine will provide quick responses and protection to South Laredo. The reclassification Funding is available in the General Fund - Fire Department.

PREVIOUS COUNCIL ACTION
-Introductory Ordinance was passed on April 7, 2026.
-Ordinance No. 2024-O-009 to amend the FY 2023-2024 Full-Time Equivalent position listing by amending fire strength from 407 to 431 was passed by the City Council on February 5, 2024.

BACKGROUND
Current Positions: 1 Fire Chief, 1 Asst. Fire Chief, 1 Fire Marshal, 3 Deputy Chiefs, 15 District Chiefs, 73 Captains, 61 Drivers, 57 Assistant Drivers, 219 Firefighter/Cadets.
Proposed Positions: 76 Captains (+3), 64 Drivers (+3), 60 Assistant Drivers (+3), 219 Firefighter/Cadets for a total of 431.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends that the Final Reading pass as presented.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	General Fund - Fire Department
Account #:	101-2466
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
The reclassification funding is available in the General Fund - Fire Department.
Accounts: 101-2466

ORDINANCE 2026-O- ___

AN INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE RATIFICATION OF THE CITY MANAGER TO ACTIVATE THE LAREDO FIRE DEPARTMENT'S FIRE ENGINE 3016 BY RECLASSIFYING NINE (9) FULL-TIME EQUIVALENT FIREFIGHTER POSITIONS TO THE POSITIONS OF THREE (3) CAPTAINS, THREE (3) FIRE DRIVERS, THREE (3) FIRE ASSISTANT DRIVERS, AND FIFTEEN (15) CADETS TO FIREFIGHTERS. THE ENGINE WILL BE LOCATED AT FIRE STATION #14, 5309 CIELITO LINDO BLVD., FOR THE FUTURE BUENA VISTA FIRE STATION #16. THE MOBILIZATION OF THIS ENGINE WILL PROVIDE QUICK RESPONSES AND PROTECTION TO SOUTH LAREDO. THE RECLASSIFICATION FUNDING IS AVAILABLE IN THE FIRE DEPARTMENT GENERAL FUND.

WHEREAS, during the City Council meeting held on April 20, 2026, City Council directed staff to fund the reclassification of nine (9) Firefighter positions to three (3) Captain positions, three (3) Fire Driver positions, three (3) Fire Assistant Driver positions, and fifteen (15) cadets to firefighters. The reclassification funding is available in the Laredo Fire Department General Fund

WHEREAS, in order to provide the infrastructure and structural organization to conduct the necessary functions and operations within the Laredo Fire Department Emergency, and therefore, provide for the safety and security of the community at a local level.

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

The City of Laredo Fire Department budget authorized personnel are amended as follows:

Current Positions	**Proposed Positions**	**Increase/Decrease**
1 Fire Chief	1 Fire Chief	0
1 Assistant Fire Chief	1 Assistant Fire Chief	0
1 Fire Marshal	1 Fire Marshal	0
3 Deputy Chiefs	3 Deputy Chiefs	0
15 District Chiefs	15 District Chiefs	0
73 Captains	76 Captains	3
61 Drivers	64 Drivers	3

57 Assistant Drivers	60 Assistant Drivers	3
219 Firefighter/Cadets	219 Firefighter/Cadets	0

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 37.**

SUBJECT
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute a lease agreement between the Laredo Transit Management, Inc., (Lessor) and the City of Laredo Police Department (Lessee) for the lease of 340.72 sq. ft. of building space located on the first-floor west wing of the Laredo Transit Center, 1301 Farragut Street, for a total monthly sum of $400.00 for a term of three (3) years commencing on January 1, 2024. Lessor covenants and agrees to allow the Lessee to occupy the premises beginning January 1, 2024 without paying rent until October 1, 2024. Funding is available in the Police General Fund.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on April 07, 2026.

BACKGROUND
The Laredo Police Department Bike Unit is seeking to occupy 340.72 sq. ft. office space located on the first (1st) floor West wing for the term of three (3) years commencing on January 1, 2024 for a monthly rate of $400.00. Monthly rent payments will commence until October 1, 2024. In exchange of no rental payment from January 1, 2024 to October 1, 2024, the Laredo Police Department will provide security presence for the entire facility located at 1301 Farragut Street.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	General Fund
Account #:	101-2366-523.37-10
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Police General Fund.

ORDINANCE No. 2026-O-71

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE LAREDO TRANSIT MANAGEMENT, INC., (LESSOR) AND THE CITY OF LAREDO POLICE DEPARTMENT (LESSEE) FOR THE LEASE OF 340.72 SQ. FT. OF BUILDING SPACE LOCATED ON THE FIRST FLOOR WEST WING OF THE LAREDO TRANSIT CENTER, 1301 FARRAGUT STREET, FOR A TOTAL MONTHLY SUM OF $400.00 FOR A TERM OF THREE (3) YEARS COMMENCING ON JANUARY 1, 2024. LESSOR COVENANTS AND AGREES TO ALLOW THE LESSEE TO OCCUPY THE PREMISES BEGINNING JANUARY 1, 2024 WITHOUT PAYING RENT UNTIL OCTOBER 1, 2024. FUNDING IS AVAILABLE IN THE POLICE GENERAL FUND.

Whereas, the City of Laredo Police Department, hereinafter called "Lessee" covenants and agree to pay Laredo Transit Management, Inc., hereinafter called "Lessor" as rent for the said premises in the sum of $400.00 monthly; and

Whereas, the utilities will be prorated between Lessee and Lessor in which the Lessee will pay 20% of electrical bill, 20% of water utility bill; and

Whereas, the rental fee for parking of employee vehicles will be paid monthly at the rate set by City Ordinance by City Council which is $30.00 per month per vehicle, or as set by City Council, and will be addressed by a separate ordinance; and

Whereas, The Lessee shall pay a monthly rental and service fee for a trash compactor, in the amount of $45.00 per month.

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

Section 1: An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute a lease agreement between the Laredo Transit Management, Inc., (Lessor) and the City of Laredo Police Department (Lessee) for the lease of 340.72 sq. ft. of building space located on the first-floor west wing of the Laredo Transit Center, 1301 Farragut Street, for a total monthly sum of $400.00 for a term of three (3) years commencing on January 1, 2024. Lessor covenants and agrees to allow the Lessee to occupy the premises beginning January 1, 2024 without paying rent until October 1, 2024. Funding is available in the Police General Fund.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 38.**

SUBJECT
An Ordinance of the City of Laredo authorizing the City Manager to amend the FY 2025-2026 Capital Grants Fund budget by appropriating revenues and expenditures in the total project amount of $797,890.00, consisting of $664,890.00 in grant funding from the Southwest Border Regional Commission (SBRC) under the Economic Infrastructure Development (EID) 2025 Grant Program and a required 20% local match of $133,000.00 funded by the 2022 Certificate of Obligation Bond. Grant funds will support facility improvements associated with the development and implementation of economic development programs and projects.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
On April 22, 2025, the City Council adopted Resolution 2025-R-113, authorizing the Economic Development Department to submit an application to the Southwest Border Regional Commission (SBRC) under the Economic and Infrastructure Development (EID) 2025 Grant Program to promote economic development, with a focus on revitalization and community transformation.

El Mercado was initially identified as the proposed project; however, it was later determined that the property did not meet the eligibility requirements established by the SBRC.

The item is presented to amend the project location to 1300 Matamoros Street (Old Federal Courthouse Building) and to consider authorizing acceptance of the grant award, including the appropriation of associated funds.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: Strong

Supporting goal(s)/policy(ies):
Goal 6.1 - Promote economic growth and diversification
“Support economic development initiatives that attract investment, create jobs, and strengthen Laredo’s economic base.”
(Viva Laredo Comprehensive Plan, p. 6.3 - Viva Laredo City of Laredo Comprehensive Plan)
Policy 6.1.4 - Leverage public facilities for economic development
“Utilize public facilities and strategic infrastructure investments to support economic development programs and entrepreneurial activity.”
(Viva Laredo Comprehensive Plan, p. 6.6 - Viva Laredo City of Laredo Comprehensive Plan)
Goal 6.2 - Support economic competitiveness and regional collaboration
“Enhance infrastructure and partnerships that strengthen Laredo’s role within the regional and binational economy.”

(Viva Laredo Comprehensive Plan, p. 6.8 - Viva Laredo City of Laredo Comprehensive Plan)
Policy 6.2.3 - Pursue external funding for economic and infrastructure projects
"Aggressively pursue state, federal, and regional funding opportunities to support economic development and infrastructure improvements."
(Viva Laredo Comprehensive Plan, p. 6.10 - Viva Laredo City of Laredo Comprehensive Plan)

Summary of alignment:

This ordinance demonstrates strong alignment with the Viva Laredo Comprehensive Plan by advancing economic development through strategic facility improvements and regional funding partnerships. Acceptance of SBRC EID grant funding directly supports Goal 6.1 and Policy 6.1.4 by investing in a public facility to house and expand economic development programs and projects that contribute to job creation and economic diversification.
Furthermore, the pursuit and acceptance of SBRC funding directly fulfills Policy 6.2.3, reinforcing the City's commitment to leveraging external resources for infrastructure and economic development initiatives.
Overall, the agenda item aligns with broader planning themes of economic development, infrastructure investment, regional cooperation, and fiscal stewardship, justifying a Strong level of alignment with the Viva Laredo Comprehensive Plan.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of the proposed item.

Fiscal Impact

Fiscal Year:	FY 2025-2026
Budgeted Y/N?:	Y
Source of Funds:	2022 Certificate of Obligation Bond
Account #:	475-9810-535-9201 (CRTHSE)
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
$133,000.00 475-9810-535-9201 (CRTHSE)

ORDINANCE NO. 2026-O-77

AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2025–2026 CAPITAL GRANTS FUND BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE TOTAL PROJECT AMOUNT OF $797, 890.00, CONSISTING OF $664, 890.00 IN GRANT FUNDING FROM THE SOUTHWEST BORDER REGIONAL COMMISSION (SBRC) UNDER THE ECONOMIC AND INFRASTRUCTURE DEVELOPMENT (EID) 2025 GRANT PROGRAM AND A REQUIRED 20% LOCAL MATCH OF $133,000.00. GRANT FUNDS WILL SUPPORT FACILITY IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT AND IMPLEMENTATION OF ECONOMIC DEVELOPMENT PROGRAMS AND PROJECTS.

WHEREAS, the Fiscal Year 2025-2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total project amount of $797, 890.00; and,

WHEREAS, these funds are from the Southwest Border Regional Commission (SBRC) under the Economic Infrastructure Development Grant Program 2025, for the purpose specified for community project funding to be implemented by the City of Laredo; and,

WHEREAS, these funds will be directed to support facility improvements for the purpose of creating economic development programs and projects.

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

SECTION 1. Authorizing an amendment to the FY 2025–2026 Capital Grants Fund budget by appropriating revenues and expenditures in the total project amount of $797,890.00, consisting of $664,890.00 in grant funding from the Southwest Border Regional Commission (SBRC) under the Economic and Infrastructure Development (EID) 2025 Grant Program and a required 20% local match of $133,000.00.

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

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Final Readings 39.**

SUBJECT
An Ordinance of the City of Laredo authorizing the City Manager to amend the Community Development Department Housing Rehabilitation Fund FY25-26 annual budget by appropriating revenues and expenditures in the amount of $3,150,000.00 from the U.S. Department of Housing and Urban Development for the Lead Hazard Reduction Grant Program. Grant match in the amount not to exceed $250,000.00 is available through Community Development Fund - 2025 CDBG Grant.

PREVIOUS COUNCIL ACTION
On September 15, 2025, Council approved Resolution 2025-R-216 authorizing the submittal of the grant application.
On March 16, 2026, Council approved Resolution 2026-R-216 ratifying the acceptance of a grant in the amount of $2,900,000.00 from U.S. Department of Housing and Urban Development, with a $250,000.00 match, available through Community Development Fund - CDBG Grant.

BACKGROUND
The U.S. Department of Housing and Urban Development (HUD) made the Lead Hazard Reduction Grant Program available to states and local governments to conduct comprehensive programs to control lead-based paint hazards.
VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: StrongSupporting goal(s)/policy(ies):
• Goal 7.2 - Reduce exposure to environmental risk factors
"Reduce exposure to air pollution, water contamination, and other environmental risk factors through mitigation efforts and coordinated health strategies."
(Viva Laredo City of Laredo Comprehensive Plan, p. 7.22)
Relevance: The resolution directly supports this goal by mitigating lead-based paint exposure, which is a critical environmental health risk for children.
• Policy 7.2.4 - Eliminate exposure to harmful substances in homes
"Work with the County and other partners to eliminate exposure to mold, radon, lead-based paint, and other harmful substances in homes."
(Viva Laredo City of Laredo Comprehensive Plan, p. 7.22)
Relevance: The action explicitly fulfills this policy through a HUD-funded initiative to address lead hazards in residential environments.
• Goal 7.1 - Reduce public health disparities among vulnerable populations
"Reduce disparities in access to healthy environments for children, the elderly, and low-income populations."(Viva Laredo City of Laredo Comprehensive Plan, p. 7.21)
Relevance: The project prioritizes young children, a vulnerable group, particularly in low income housing thereby reducing health disparities linked to environmental conditions. This agenda item demonstrates strong alignment with the Viva Laredo Comprehensive Plan by directly advancing

environmental health and equity goals. The grant specifically addresses Policy 7.2.4, which calls for eliminating exposure to lead-based paint in homes, and aligns with Goal 7.2 and Goal 7.1, which promote reducing environmental risks and health disparities, especially for vulnerable populations like young children. The action represents a clear intersection of public health, housing quality, and social equity-key themes throughout the Plan. By leveraging federal funding and matching it with CDBG dollars, the City is actively implementing the Plan's recommendations to create safer living conditions and healthier outcomes for residents.

COMMITTEE RECOMMENDATION
N/A

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

Fiscal Impact

Fiscal Year:	FY 2025-2026
Budgeted Y/N?:	N
Source of Funds:	HUD
Account #:	Fund 211/ 212
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The Community Development Department plans to use CDBG funds for the local match. Grant will be accounted in the Housing Rehab Fund. 212-5025

ORDINANCE NO. 2026-O-78

AN ORDINANCE OF THE CITY OF LAREDO AUTHORIZING THE CITY MANAGER TO AMEND COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION FUND FY 25-26 ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $3,150,000.00 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE LEAD HAZARD REDUCTION GRANT PROGRAM. GRANT MATCH IN THE AMOUNT NOT TO EXCEED $250,000.00 IS AVAILABLE THROUGH COMMUNITY DEVELOPMENT CDBG FUNDS.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has announced, and made available funds for a *Lead Hazard Reduction Grant Program* for the 2025-2026 fiscal year that will assist in undertaking comprehensive programs to identify and control lead-based paint hazards in eligible housing populations; and

WHEREAS, the Fiscal Year 2025-2026 Community Development Department Housing Rehabilitation Fund must be amended to appropriate funds by increasing revenues and expenditures by an additional amount of $3,150,000.00; and,

WHEREAS, these funds are from the U.S. Department of Housing and Urban Development (HUD) under the Lead Hazard Reduction Grant Program, for the purpose specified for community project funding to be implemented be the City of Laredo; and,

WHEREAS, the *City Council of the City of Laredo* has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to U.S. Housing and Urban Development (HUD).

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

Section 1: Public hearing and Introductory Ordinance Authorizing the City Manager to amend Community Development Department Housing Rehabilitation Fund FY25-26 annual budget by appropriating revenues and expenditures in the amount of $3,150,000.00 from the U.S. Department of Housing and Urban Development for the Lead Hazard Reduction Grant Program. Grant match in the amount not to exceed $250,000.00 are available through Community Development CDBG funds.

Section 2: This Ordinance shall take effective immediately upon passage.

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:

_____
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

Assistance Award/Amendment

U.S. Department of Housing and Urban Development
Office of Administration

1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant	2. Type of Action ☐ Award ☒ Amendment
3. Instrument Number **TXLHB0822-25**	4. Amendment Number **1**
5. Effective Date of this Action **See Block #20**	6. Control Number
7. Name and Address of Recipient City of Laredo 1110 Houston St. Laredo, TX 78040	8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410
	8a. Name of Administrator Jeff Heuwinkel Jeffrey.R.Heuwinkel@hud.gov 8b. Telephone Number 202-402-7506
10. Recipient Project Manager Jaime Ortiz; jortiz3@ci.laredo.tx.us; 956-795-5704	9. HUD Government Technical Representative TBD
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price 12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102

14. Assistance Amount		15. HUD Accounting and Appropriation Data	15b. Reservation number
Previous HUD Amount	LR1 **$2,500,000.00** HH1 **$400,000.00**	8625/270174 LR1 00/98 - $2,500,000.00 8624/260174 HH1 00/98 - $400,000.00	
HUD Amount this action	**$0.00**		
Total HUD Amount	**$2,900,000.00**	Amount Previously Obligated	**$2,900,000.00**
Recipient Amount	**$250,000.00**	Obligation by this action	**$0.00**
Total Instrument Amount	**$3,150,000.00**	Total Obligation	**$2,900,000.00**

16. Description

Employer Identification: 74-6001573 **UEI: HWX7 C56N NUV1** **Program: LR1/HH1**

The purpose of this amendment is to update the Period of Performance (POP) from December 1, 2025 to December 1, 2029 (48 months) to March 2, 2026 – March 2, 2030 (48 months).

Please be advised, this is a U.S. Federal Government Form. Any changes, adjustments, additions, or deletions to this HUD-1044 Form, except for adding the Authorizing Official's name, signature and title, and date in block 19, will make this HUD-1044 Form null and void.

Period of Performance: March 2, 2026 to March 2, 2030 – 48 months

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office	18. ☐ Recipient is not required to sign this document.
19. Recipient (By Name) **Joseph W. Neeb**	20. HUD (By Name) **Jeff Heuwinkel, Grant Officer**
Signature & Title Joseph W Neeb Date (mm/dd/yyyy) 02/23/2026	Signature & Title JEFFREY HEUWINKEL Digitally signed by JEFFREY HEUWINKEL Date: 2026.02.25 17:09:30 -05'00' Date (mm/dd/yyyy)

form HUD-1044 (8/90)

City of Laredo

City Council

Meeting Date: 4/20/2026 **Resolution 40.**

SUBJECT
A Resolution of the City Council for the City of Laredo, Texas approving a license agreement between the City of Laredo - Bridge System and the U.S. Customs and Border Protection (CBP) for the purpose of installing/mounting of drawbridge cameras at specified location at World Trade Bridge, the cameras are intended to monitor and deter any illicit foot traffic of individuals entering without inspection while using the World Trade Bridge, and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; and providing for an effective date. This license agreement is being granted without monetary cost or monetary compensation to the City of Laredo and the Laredo Bridge System. U.S Customs and Border Protection (CBP) acknowledges the responsibility for all costs and maintenance of the use of the Site for the Permitted Use.

None

BACKGROUND
The City of Laredo Bridge System agrees that the installation of these cameras will provide a significant benefit to U.S. Customs and Border Protection (CBP) by enhancing their ability to monitor and deter illicit pedestrian traffic attempting to enter without inspection through the World Trade Bridge. The sole purpose of the camera installation at the World Trade Bridge is to support the monitoring and deterrence of such unauthorized crossings. U.S. Customs and Border Protection intends to implement these cameras, which will be maintained by the Laredo North Border Patrol Station Sensor Team. The team will conduct monthly site visits to service the equipment, including battery replacement and general maintenance.

The camera setup includes:

* Battery operated cameras will be installed in City of Laredo Bridge System light poles at mid-bridge.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this Resolution.

Fiscal Impact

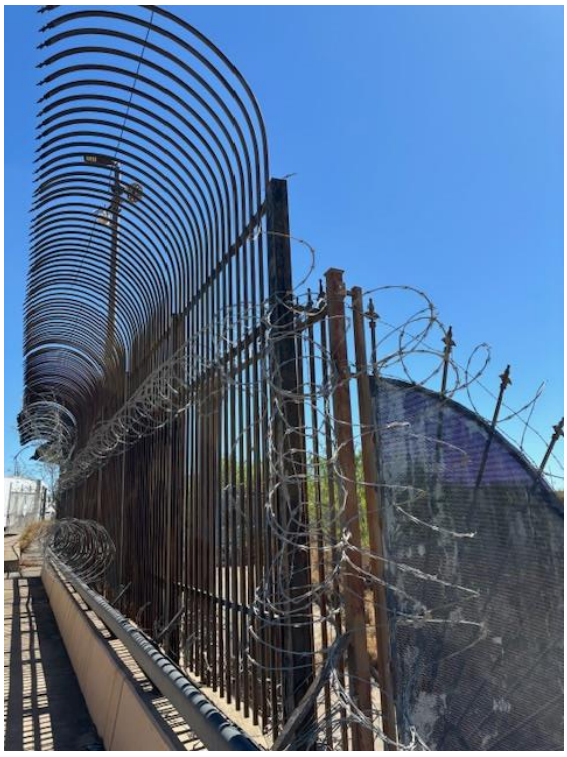
Fiscal Year: FY 2026

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

FINANCIAL IMPACT:
None









LICENSE AGREEMENT
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION
AND
THE CITY OF LAREDO, TEXAS

THIS LICENSE AGREEMENT ("License"), which is entered into under the authority of 8 U.S.C. § 1103(b), is made and entered into by the City of Laredo ("Licensor"), whose interest in the property hereinafter described is that of fee simple owner, and the United States of America, acting by and through U.S. Customs and Border Protection ("CBP"), together with CBP's agents, representatives, employees, contractors, and sub-contractors ("Licensee"):

WITNESSETH: The parties hereto covenant and agree as follows:

WHEREAS, Licensee seeks to license certain real property, together with a right of access thereto, that is owned by Licensor in Webb County, State of Texas; and

WHEREAS, Licensor is willing to license said property to Licensee; and

WHEREAS, the sole purpose of this license is to allow Licensee's employees to mount battery-operated cameras on two City of Laredo light poles located on Bridge four; and

WHEREAS, the cameras will allow CBP agents to further monitor illicit activity;

NOW THEREFORE, for and in consideration of mutual covenants and agreements set forth in this License, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **Site**. Licensor is the fee simple owner of the property that is the subject of this License ("Sites"). The Site is commonly known as the international bridge four under the care and control of the City of Laredo. The Site is more specifically highlighted on the map labeled "EXHIBIT A," which is attached hereto and incorporated herein by reference.

2. **Permitted Use**. Licensee shall have access to the Site to install, test, operate and maintain the cameras placed at the locations specified in Exhibit A. The sole purpose of the License is to install, operate, and maintain cameras at the Site.

3. **Term**. The term of this License shall begin when both parties have executed this document via signatures from respective representatives. This License Agreement shall continue until one or both of the parties decides to terminate the Agreement pursuant to Section five (5) of this Agreement.

4. **Costs**. Licensor acknowledges that this License is being granted without cost or monetary compensation to the Licensor. CBP acknowledges that it is responsible for all costs of the Licensee's use of the Site for the Permitted Use.

5. **Termination.**
   (a) Licensee may terminate this License for any reason during the term or any extension thereof by giving at least thirty (30) day prior written notice to the Licensor.
   (b) Licensor may terminate this License for any reason during the term or any extension thereof by giving at least thirty (30) day prior written notice to the Licensee.

6. **Limitation on Use**. The Site may only be used by Licensee for the Permitted Use. In turn, Licensor agrees that it shall not take any action that will interfere with the Licensee's Permitted Use of the Site.

7. **Maintenance and Repairs**. Licensee agrees that it shall be solely responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property it places upon the Site. Licensee also agrees that Licensor shall not be held responsible for any damage to Licensee's equipment placed on Licensor's property.

8. **Access to the Site**. Licensor and Licensee agree that Licensee's right of access to the Site, which is granted by Licensor as part of this License, shall be available at all times, upon coordination with City Administration.

9. **Compliance with Applicable Law**. Licensee shall comply with all Federal, State, and local laws that are applicable to Licensee's exercise of the Permitted Use on the Site, including laws pertaining to environmental protection and remediation.

10. **Restoration**. Upon the expiration or termination of this License, Licensee will remove all equipment, or other property placed upon the Site by the Licensee, and cause the Site to be restored to any earlier condition.

11. **No Assignment or Transfer.** The right of the Licensee to use the Site pursuant to this License is restricted solely to Licensee and shall not be assigned, transferred, sublicensed, encumbered, or subject to any security interest without the written authorization of Licensor. Any attempted assignment will be void and of no effect.

12. **Integrated Agreement**. This License and any exhibits hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this License. No alteration or

variation of this License shall be valid unless made in writing and signed by the parties hereto.

13. **Availability of Appropriations**. In accordance with 31 U.S.C. § 1341, 41 U.S.C. § 6301, and other applicable federal law, Licensee's responsibility under this License and every provision herein contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this License may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.

14. **No Waiver of Sovereign Immunity**. Nothing herein shall require Licensee to perform any act or omission that would constitute a violation of law or federal fiscal policy. Licensor further acknowledges that no employee of the United States Government has the authority in law or the ability in fact to waive certain government rights (e.g., rights relating to or involving the sovereign immunity of the United States, or the rights pertaining to personal property). Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.

15. **Condition of the Site**. Not withstanding anything herein to the contrary, Licensee agrees that it is familiar with the condition of the Site and warrants that it has made its own inspection of the Site and agrees that the foregoing is suitable to carry out the Permitted Use.

16. **No Presumption Against Drafting Party**. All parties have had the opportunity to draft, review and edit the language of this License, and therefore no presumption for or against any party arising out of the drafting of all or any part of this License shall be applied in any action relating to, connected with, or involving this License.

17. **Authority**. By his or her execution hereof, each of the persons signing on behalf of the entities party hereto hereby represents and warrants that each is fully authorized to act and execute this License on behalf of their respective party.

18. **Counterparts**. This License may be executed in any number of identical counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

19. **Severability**. Whenever possible, each provision of this License shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this License shall be determined by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this License.

20. **No Effect on Statutory Authority**. Licensor acknowledges and agrees that nothing set forth herein shall be construed as having any effect or placing any limit on any statutory authority Licensee may have to access lands for purposes of patrolling the border and enforcing federal law.

21. **Federal Tort Claims Act**. If the death of or injury to any person, or loss of or damage to any real or personal property of any person, is caused by Licensee, the liability, if any, of Licensee shall be determined in accordance with applicable law, including applicable provisions of the Federal Tort Claims Act (28 U.S.C. § § 2671-2680), as amended. Licensee's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies.

22. **Notices**. All notices, requests, demands and other communications which are required or may be given under this License shall be in writing and shall be deemed served the day sent if personally delivered by courier to the last known address, or when transmitted, if sent by facsimile or email; if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g. Federal Express) then it will be deemed served the next day after sending; and if sent by certified or registered mail, return receipt requested, then it will be deemed served the day received.

If notice is intended for Licensor, then notice shall be addressed to:

Joseph Neeb
City Manger
1110 Houston St.
Laredo, TX 78040

If notice is intended for Licensee, then notice shall be addressed to:

Name: _____
Title: _____
Address: _____

_____

Phone: _____

23. **No Third-Party Rights**. This License does not, and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by a third party against the United States, its agencies, its officers, or employees.
24. **Headings**. Section headings herein are included for the convenience of reference only and shall not constitute part of this License for any other purpose.

[Signatures on Next Page]

Executed on this _____ day of _____, 2026.

CITY OF LAREDO

_____
JOSEPH NEEB
CITY MANAGER

U.S. CUSTOMS AND BORDER PROTECTION

_____
NAME: _____
TITLE: _____

ATTESTED BY:

_____
MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 41.**

SUBJECT
Authorizing the City Manager to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P. (sole source vendor), for the hardware and software maintenance of the Laredo Bridge System Electronic Toll Collection equipment. This maintenance service contract is for a term of (5) five months, subject to future budget appropriations, effective May 1, 2026 in the amount of $430,041.91 unless terminated by either party. This (5) five-month contract was made to align future contracts to be in line with the City of Laredo fiscal year. This is the fourth and final extension of four. Funding is available in the Laredo Bridge System Fund.

PREVIOUS COUNCIL ACTION
On March 20, 2023, City Council approved initial contract with motion # 31 for a (1) one-year term with the option to renewal (4) four additional, (1) one-year terms.

On March 18, 2024, City Council approved renewal # 1 for a (1) one-year term with motion # 24-0576.

On February 18, 2025, City Council approved renewal # 2 for a (1) one-year term with motion # 25-267.

BACKGROUND
On March 19, 2026, Maintenance Service Contract, renewal # 3 for a (1) one-month term effective April 1, 2026 in the amount of $83,828.83 was executed.

Over the past several years, the Laredo Bridge System has maintained a software/hardware maintenance contract with TransCore, L.P. so as to ensure that the electronic toll collection equipment, both the hardware as well as the software are adequately maintained. This insures the 24/7 operation integrity and continued excellence in servicing our valued customers.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this contract.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes

Source of Funds:	Bridge System
Account #:	553-4010-4012-4015-4061
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Laredo Bridge System fund. The contract amount will be divided equally among the four (4) bridge divisions:

553-4010-583-5588
553-4012-583-5588
553-4015-583-5588
553-4061-583-5588

FOURTH AMENDMENT TO THE
MAINTENANCE SERVICE AGREEMENT BETWEEN
THE CITY OF LAREDO AND TRANSCORE, LP

This Fourth Amendment is made effective as of the last date executed below (Effective Date) and shall end on September 30, 2026, by and between the City of Laredo, Texas (the "Owner") and TransCore, LP (the "Contractor"), singularly "Party" and collectively the "Parties".

WITNESSETH:

WHEREAS, Owner and Contractor entered into an Agreement for the Contractor's performance of Toll System maintenance services titled Maintenance Service Agreement Between the City of Laredo and TransCore, LP (the "Agreement"), executed between the Parties on April 1, 2023;

WHEREAS, the Parties mutually agreed to exercise the first one-year extension of the Agreement;

WHEREAS, the Parties mutually agreed to exercise the second one-year extension of the Agreement;

WHEREAS, the Parties mutually agreed to a one month extension of the Agreement, from April 1, 2026 through May 1, 2026;

WHEREAS, the Parties have mutually agreed to extend the Agreement for five months, from May 1, 2026 through September 30, 2026.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. This Fourth Amendment of the Agreement shall begin on May 1, 2026 and shall terminate on September 30, 2026, unless terminated earlier pursuant to the termination provisions in the Agreement.

2. For Contractor's continued satisfactory performance of the Services as described in the Agreement, the Owner shall pay the sum of **$ $430,041.91** (the "Amendment Sum") in accordance with Agreement Exhibit A (Scope of Services) and Exhibit B (Time and Material Rates). Each subsequent Amendment to the Agreement shall reflect the annual price adjustment for Consumer Price Index for Urban Wage Earners (CPI-W) per the CPI report provided by the US Department of Labor.

3. All other terms and conditions of the Agreement shall remain the same.

4. Agreement Exhibit A, Scope of Services shall remain the same.

5. Agreement Exhibit B, Time and Material Rates shall remain the same.

6. Agreement Exhibit C, TransCore Software License Agreement, shall remain the same.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date above by their respective representatives, each duly authorized.

SIGNATURES ON NEXT PAGE

OWNER	CONTRACTOR
CITY OF LAREDO, TEXAS	TRANSCORE, LP
By:_____	By:_____
Name: (Printed)_____	Name: (Printed) Seth M. Thomas

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) VICTOR HERNANDEZ.
   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: TRANSCORE
   Address: 2705 W. SAM HOUSTON PKWY N
   City, State, Zip Code: HOUSTON, TX 77043
   Telephone Number: (713) 939-5400
   Fax Number: ( )
   E-mail Address: VICTOR.HERNANDEZ@TRANSCORE.COM

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:
   Transcore Infinity & Integrity equipment which consist of the Roadside & Backoffice will be only maintained by Transcore.

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   _____ A copyright
   _____ 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)
   _____ It is a captive replacement part or component for equipment
   __X__ 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.

Signature of Authorized Official	Title of Authorized Official	Date
	PM	3/23/26

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 23 day of March, ____. State of TX, County of Harris.

Signature of Applicant

Signature of Notary Public

TIFFANY MAJORS
My Notary ID # 131341591
Expires November 6, 2029

Purchasing Department Use ONLY

Approved ✓ Approved by D. Walter, ACL

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 3/27/26

Kent Richard

From: Daniel L. Walter
Sent: Wednesday, March 25, 2026 3:37 PM
To: Kent Richard
Subject: FW: Transcore Maintenance Agreement

From: Daniel L. Walter
Sent: Tuesday, March 24, 2026 8:56 AM
To: Elizabeth Estrada <eestrada@ci.laredo.tx.us>; Jaime E. Zapata Morales <jezapata@ci.laredo.tx.us>
Cc: Elsa Hinojosa <mhinojosa1@ci.laredo.tx.us>; Patricia Perez <pperez@ci.laredo.tx.us>; San Juanita Ruby Zavala <srzavala@ci.laredo.tx.us>
Subject: RE: Transcore Maintenance Agreement

Elizabeth:

The affidavit is fine. You can use this email to prove that legal has greenlighted this Sole Source Affidavit

Regards,

Danny

From: Elizabeth Estrada <eestrada@ci.laredo.tx.us>
Sent: Monday, March 23, 2026 3:08 PM
To: Daniel L. Walter <dlwalter@ci.laredo.tx.us>; Jaime E. Zapata Morales <jezapata@ci.laredo.tx.us>
Cc: Elsa Hinojosa <mhinojosa1@ci.laredo.tx.us>; Patricia Perez <pperez@ci.laredo.tx.us>; San Juanita Ruby Zavala <srzavala@ci.laredo.tx.us>
Subject: FW: Transcore Maintenance Agreement

Good afternoon,

Can you please advise if the Affidavit attached here for the Transcore Maintenance Contract is approved so I can process the agenda item?

Thank you,

Elizabeth Estrada
Assistant Director
Bridge System Department
1209 Water St.
Laredo, Tx 78040
(956) 721-2075

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 42.**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 43.**

SUBJECT
Consideration for approval of the purchase of office furniture from Kimball International d.b.a Kimball Office Inc., Jasper, IN utilizing contract OMNIA Contract Region 4 ESC - TX R240108, Nightingale utilizing TIPS contract # 230301, and Allseating utilizing Omnia partner Vizient contract # CE3371. Installation will be done by G&S Office Supply which is the authorized reseller for the furniture manufacturers in the amount not to exceed $312,346.08 for Economic Development Department. Cost is to fully furnish the new office space at El Portal. Funding is available and budgeted in the 2024 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
No previous Council action has been taken on the furniture, but Council has taken previous action in relation to the building and development of new office space for 311 and Economic Development.

BACKGROUND

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: High
Supporting goal(s)/policy(ies): Efficient and Responsive Government Services
Summary of alignment: The proposed furniture acquisition for the new Economic Development Department directly supports the City's goal of providing efficient, responsive, and accessible government services. By relocating to a properly equipped space, the City will enhance its ability to manage customer service requests, improve operational efficiency, and better serve residents. Furthermore, the investment in appropriate infrastructure and workspace promotes organizational capacity, employee productivity, and long-term scalability, aligning with the Comprehensive Plan's emphasis on modernizing public facilities and improving service delivery.

The Economic Development Department is currently housed at City Hall, and does not adequately meet operational needs. The space was not originally designed to house the current amount of staff the department employs. Additionally, the current layout does not provide conference rooms or adequate space for meetings, training, or staff expansion.

A new, larger space has been identified that will better support current operations and allow for future growth of the division. To properly equip the new space, new furniture is required. The proposed furniture includes desks, office chairs, storage drawers, conference room table and chairs, and wait area seating. The layout also incorporates a large training/conference room and a smaller team meeting room, both requiring basic furnishings.

Additionally, the request includes desks and chairs for enclosed offices, breakroom furniture, and limited seating for the lobby/waiting area. The furniture package is designed to meet current staffing

needs while allowing for measured expansion.

Procurement of these items at this time will ensure consistency in design, functionality, and overall workspace cohesion, as existing furniture from the current location cannot be repurposed to meet the needs of the new facility.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2024 Certificate of Obligation Bond
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding will be provided from the 2024 Certificate of Obligation Bond using project #BP2501 and accounts 477-7510-512-2420 and 477-7510-515-9001.

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
1	2	Coffee Bar		KLT	74K2728RDBP	DOCK,27DIAMETERX28H,DISC BASE,WORKSURFACE HEIGHT,PAINT	$ 1,221.00	$ 512.82	$ 2,442.00	$ 1,025.64	58.000
					501	PLATINUM METALLIC					
					501	PLATINUM METALLIC					
2	2	Coffee Bar		KLT	74K3636SQL	DOCK,36DX36W,MEETING TABLE TOP,SQUARE,HPL,P RIM	$ 868.00	$ 364.56	$ 1,736.00	$ 729.12	58.000
					P	1/8" MOLDED VIN					
					X	NO GROMMET					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
sub						Subtotal BREAK / COFFEE ROOM TABLES (2)			$ 4,178.00	$ 1,754.76	58.000
3	8	Coffee Bar		NL1	N44GM1WBL	JEWEL,STACKER,ARMLESS,BLACK	$ 809.00	$ 339.78	$ 6,472.00	$ 2,718.24	58.000
sub						Subtotal BREAK /COFFEErOOM SEATING (8)			$ 6,472.00	$ 2,718.24	58.000
4	6	Conference		KL1	K92251R	JOELLE,LOUNGE,51 WIDE,ROUND BACK,ARMLESS	$ 5,300.00	$ 2,226.00	$ 31,800.00	$ 13,356.00	58.000
					CFSJ	CF STINSON GRADE J					
					TRI 65283	TRIO LAPIS					
					3	GRADE 3					
					41321	SILVERTEX MARINE BLUE					
					501	PLATINUM					
					X	NO POWER GROMMET					
5	1	Conference		KL1	K92MO24L	JOELLE,OTTOMAN,24DX24W,MODULAR,HPL/VINYL EDGE TOP	$ 2,694.00	$ 1,131.48	$ 2,694.00	$ 1,131.48	58.000
					CFSJ	CF STINSON GRADE J					
					TRI 65283	TRIO LAPIS					
					MATCH	CLOSEST MATCH					
					P	1/8" MOLDED VIN					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					501	PLATINUM					
					X	NO POWER GROMMET					
					X	NO POWER GROMMET					
sub						Subtotal CONFERENCE ROOM AUXILLARY SIDE SEATING(MODULAR)			$ 34,494.00	$ 14,487.48	58.000
6	2	Conference		KLB	53K2484WSSL	PRIORITY,24DX84W,SURFACE,RECTANGLE,HPL	$ 871.00	$ 365.82	$ 1,742.00	$ 731.64	58.000
					M	MAIN					
					P	1/8" MOLDED VIN					
					X	NO GROMMET					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
7	2	Conference		KLB	53KE2418PUBBFL	PRIORITY,24DX18W,UNDERSURFACE PEDESTAL,BBF,LAMINATE	$ 1,573.00	$ 660.66	$ 3,146.00	$ 1,321.32	58.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
8	2	Conference		KLB	53KE2430PUHL	PRIORITY,24DX30W,UNDERSURFACE PEDESTAL,HINGED 2 DOORS,LAM	$ 1,507.00	$ 632.94	$ 3,014.00	$ 1,265.88	58.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
9	2	Conference		KLB	53KE2436PUHL	PRIORITY,24DX36W,UNDERSURFACE PEDESTAL,HINGED 2 DOORS,LAM	$ 1,816.00	$ 762.72	$ 3,632.00	$ 1,525.44	58.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
sub						Subtotal CONFERENCE ROOM CREDENZA / STORAGE UNITS COMPONENE...			$ 11,534.00	$ 4,844.28	58.000
10	1	Conference		KLT	74K3019828BL	DOCK,30DX198WX28H,RECTANGLE BEAM BASE,ACCESS,SURFACE HGT,HPL	$ 15,071.00	$ 6,329.82	$ 15,071.00	$ 6,329.82	58.000
					STD	STANDARD GROUP 1					
					793	ACORN					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
11	1	Conference Room		KLT	74K60240ARL	DOCK,60DX240W,MEETING TABLE TOP,ARC RECTANGLE,HPL,P RIM	$ 12,141.00	$ 5,099.22	$ 12,141.00	$ 5,099.22	58.000
					P	1/8" MOLDED VIN					
					C2ILR CUTOUT	C2.INSIDE LEFT & RIGHT.CUTOUT					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					***	----					
					***	----					
12	4	Conference Room		KLT	KCE48LJWM	ELECTRICAL,UNDERSURFACE WIRE MANAGER,48W	$ 111.00	$ 46.62	$ 444.00	$ 186.48	58.000
13	2	Conference Room		KLU	99KG25PC	PERKS,M2X,DBL SIDED PNEUMATIC POWER/USB GROMMET,SILVER	$ 2,077.00	$ 872.34	$ 4,154.00	$ 1,744.68	58.000
sub						Subtotal -CONFERENCE TABLE COMPONENTS (5FT X 20 FT)			$ 31,810.00	$ 13,360.20	58.000
14	6	Director Office		KL1	K85CFUAHAKT	NATE NATTY,CONFERENCE,ARMS,HEIGHT ADJUSTABLE KNEE TILT	$ 3,238.00	$ 1,359.96	$ 19,428.00	$ 8,159.76	58.000
					CARB	CARNEGIE GRADE B					
					6328 22	PROOF 22					
					CARB	CARNEGIE GRADE B					
					6328 02	PROOF 2					
					MATCH	CLOSEST MATCH					
					497	POLISHED ALUMINUM					
					C63	POLISHED/BK SOFT DUAL CASTER					
sub						Subtotal(Conference Table Cahirs in Director's Office (6)			$ 19,428.00	$ 8,159.76	58.000
15	2	Director Office		KL1	K85SDUASB	NATE NATTY,SIDE,ARMS,SPIDER BASE	$ 3,045.00	$ 1,278.90	$ 6,090.00	$ 2,557.80	58.000
					7	GRADE 7					
					70901	SILICA APPLETINI					
					7	GRADE 7					
					70901	SILICA APPLETINI					
					MATCH	CLOSEST MATCH					
					497	POLISHED ALUMINUM					
					C61	POLISHED/NYLON GLIDE					
sub						Subtotal guest Chairs in front of Desk (2)			$ 6,090.00	$ 2,557.80	58.000
16	1	Director Office		KLB	53K243680VBWMHLBLL	PRIORITY,24DX36WX80H,BC/HINGE DR,METAL FRM,LEFT,BOX/LAT,LAM	$ 5,316.00	$ 2,232.72	$ 5,316.00	$ 2,232.72	58.000
					ARC501	ARC.PLATINUM METALLIC					
					KRB	RDM CORE INCL.NOT INSTL.BLACK					
					SSCLS	SELF/SOFT CLOSE					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					AD	ALMOND					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
17	2	Director Office		KLB	53K2472WSSL	PRIORITY,24DX72W,SURFACE,RECTANGLE,HPL	$ 752.00	$ 315.84	$ 1,504.00	$ 631.68	58.000
					M	MAIN					
					P	1/8" MOLDED VIN					
					X	NO GROMMET					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
18	1	Director Office		KLB	53K2496WSSL	PRIORITY,24DX96W,SURFACE,RECTANGLE,HPL	$ 1,187.00	$ 498.54	$ 1,187.00	$ 498.54	58.000
					M	MAIN					
					P	1/8" MOLDED VIN					
					G19LR405	G19,LEFT & RT,DESIGNER WHITE					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
19	1	Director Office		KLB	53K9638HBHGL	PRIORITY,96WX38H,HIGHBACK ORGR,HINGED GLASS DOOR,LAMINATE	$ 4,934.00	$ 2,072.28	$ 4,934.00	$ 2,072.28	58.000
					11	OPAQUE FROST					
					510	SILVER FROST					
					AD	ALMOND					
20	1	Director Office		KLB	53KE2418SESLL	PRIORITY,24DX18W,END SUPPORT PANEL,LEFT,LAMINATE	$ 797.00	$ 334.74	$ 797.00	$ 334.74	58.000
					405	DESIGNER WHITE					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
21	1	Director Office		KLB	53KE2436LFM2L	PRIORITY,24DX36W,UNDERSURFACE PED,2 DRAWER,LATERAL FILE,LAM	$ 1,855.00	$ 779.10	$ 1,855.00	$ 779.10	58.000
					ARC501	ARC.PLATINUM METALLIC					
					KRB	RDM CORE INCL.NOT INSTL.BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
22	4	Director Office		KLB	53KE2436LFM2L	PRIORITY,24DX36W,UNDERSURFACE PED,2 DRAWER,LATERAL FILE,LAM	$ 1,855.00	$ 779.10	$ 7,420.00	$ 3,116.40	58.000
					ARC501	ARC.PLATINUM METALLIC					
					KRB	RDM CORE INCL.NOT INSTL.BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
23	1	Director Office		KLB	53KE2448BEFL	PRIORITY,24DX48W,BRIDGE,MODESTY PANEL,HPL	$ 1,098.00	$ 461.16	$ 1,098.00	$ 461.16	58.000
					P	1/8" MOLDED VIN					
					X	MODESTY FIXED					
					G19C405	G19,CENTER.DESIGNER WHITE					
					MG1MB	MODESTY GROMMET.MATTE BLACK					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
24	1	Director Office		KLB	53KE3072DLFBL1	PRIORITY,30DX72W,DESK,SINGLE PED,RECTANGLE,LEFT,HPL/TFL,BBF	$ 3,355.00	$ 1,409.10	$ 3,355.00	$ 1,409.10	58.000
					P	1/8" MOLDED VIN					
					ARC501	ARC.PLATINUM METALLIC					
					KRB	RDM CORE INCL.NOT INSTL.BLACK					
					G19LR405	G19,LEFT & RIGHT.DESIGNER WHIT					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
25	1	Director Office		KLB	KAC9512TBK	ACCESSORIES-CG,95WX12H,TACKBOARD	$ 657.00	$ 275.94	$ 657.00	$ 275.94	58.000
					B	GRADE B					
					10350	FRENZIED ATLANTIC					
26	2	Director Office		KLT	74K2428RL	DOCK,24DX28H,RECTANGULAR BASE,CORD ACCESS,HPL	$ 1,737.00	$ 729.54	$ 3,474.00	$ 1,459.08	58.000
					STD	STANDARD GROUP 1					
					AD	ALMOND					
27	1	Director Office		KLT	74K4896RTL	DOCK,48DX96W,MEETING TABLE TOP,RECTANGLE,HPL,P RIM	$ 2,395.00	$ 1,005.90	$ 2,395.00	$ 1,005.90	58.000
					P	1/8" MOLDED VIN					
					X	NO GROMMET					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					***	----					
					***	----					
28	1	Director Office		KLU	99K44TLS	PERKS,44W,LED TASK LIGHT,SINGLE/STARTER UNITS	$ 855.00	$ 359.10	$ 855.00	$ 359.10	58.000
sub						**Subtotal Director ExecDesk Components (1 complete units)**			**$ 34,847.00**	**$ 14,635.74**	**58.000**
29	4	Lobby		KL1	K741A	BOYD,1-SEATER LOUNGE WITH ARMS	$ 5,307.00	$ 2,228.94	$ 21,228.00	$ 8,915.76	58.000
					CFSN	CF STINSON GRADE N					
					HEX 65668	HEXIE MULTI					
					3	GRADE 3					
					41319	SILVERTEX LAGOON					
					3	GRADE 3					
					41319	SILVERTEX LAGOON					
					S501	SQUARE METAL,PLATINUM METALLIC					
sub						**Subtotal Lobby Lounge chairs (4)**			**$ 21,228.00**	**$ 8,915.76**	**58.000**
30	1	Lobby		KLT	76K242420TFOHP	FIXT,24DX24WX20H,TABLE FRAME,OCCASIONAL HEIGHT,PAINT	$ 2,556.40	$ 1,073.69	$ 2,556.40	$ 1,073.69	58.000
					GAL1	GALLERY GROUP 1					
					G2003	CHIVE					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
31	1	Lobby		KLT	76K2424STL	FIXT,24DX24W,TABLE TOP,OCCASIONAL,SQUARE,HPL	$ 727.00	$ 305.34	$ 727.00	$ 305.34	58.000
					P	MOLDED VIN					
					X	NO GROMMET					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
sub						Subtotal Lobby end table (1)			$ 3,283.40	$ 1,379.03	58.000
32	2	Office 101		KL1	K58HT	BEO,SIDE CHAIR,UPH BUTTON BACK	$ 2,029.00	$ 852.18	$ 4,058.00	$ 1,704.36	58.000
					4	GRADE 4					
					41612	MASQUERADE VANILLA					
					4	GRADE 4					
					41612	MASQUERADE VANILLA					
					2	GRADE 2					
					20205	PIXIE CINNAMON					
					STD	STANDARD GROUP 1					
					YO	MONTEREY					
sub						Subtotal Guest Chairs in Office Rm 101(2)			$ 4,058.00	$ 1,704.36	58.000
33	1	Office 101		KL8	IBF1	FOOTPRINT,FLAT BRACKET	$ 27.00	$ 8.91	$ 27.00	$ 8.91	67.000
34	1	Office 101		KLB	53K2448WSSL	PRIORITY,24DX48W,SURFACE,RECTANGLE,HPL	$ 619.00	$ 259.98	$ 619.00	$ 259.98	58.000
					E	EXTENSION					
					P	1/8" MOLDED VIN					
					G19C405	G19,CENTER,DESIGNER WHITE					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
35	1	Office 101		KLB	53K3667BCOFL	PRIORITY,36WX67H,BOOKCASE,FREESTANDING,OPEN,ARC,5 SHELF,LAM	$ 1,958.00	$ 822.36	$ 1,958.00	$ 822.36	58.000
					AD	ALMOND					
36	1	Office 101		KLB	53K7838HBHGL	PRIORITY,78WX38H,HIGHBACK ORGR,HINGED GLASS DOOR,LAMINATE	$ 4,321.00	$ 1,814.82	$ 4,321.00	$ 1,814.82	58.000
					11	OPAQUE FROST					
					510	SILVER FROST					
					AD	ALMOND					
37	1	Office 101		KLB	53KE2418PUBBFL	PRIORITY,24DX18W,UNDERSURFACE PEDESTAL,BBF,LAMINATE	$ 1,573.00	$ 660.66	$ 1,573.00	$ 660.66	58.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
38	1	Office 101		KLB	53KE2467VWHLFFL	PRIORITY,24WX67H,STORAGE/WARDROBE,LEFT,BOOKCASE,FF,LAMINATE	$ 3,530.00	$ 1,482.60	$ 3,530.00	$ 1,482.60	58.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
39	1	Office 101		KLB	53KE3072DRFBL1	PRIORITY,30DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,HPL/TFL,BBF	$ 3,355.00	$ 1,409.10	$ 3,355.00	$ 1,409.10	58.000
					P	1/8" MOLDED VIN					
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					G19LR405	G19,LEFT & RIGHT,DESIGNER WHIT					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					AD	ALMOND					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
40	1	Office 101		KLB	KAC7718TBK	ACCESSORIES-CG,77WX18H,TACKBOARD	$ 704.00	$ 295.68	$ 704.00	$ 295.68	58.000
					B	GRADE B					
					10350	FRENZIED ATLANTIC					
41	1	Office 101		KLU	99K44TLS	PERKS,44W,LED TASK LIGHT,SINGLE/STARTER UNITS	$ 855.00	$ 359.10	$ 855.00	$ 359.10	58.000
sub						Subtotal Manger Office Desk and Bookcase Rm 101			$ 16,942.00	$ 7,113.21	58.014

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
42	4	Offices 111,112, 113, 114		KL1	K20TMAU2D	WISH,TASK,MESH BACK,UPH SEAT,ALUMINUM WISHBONE,2D ARMS	$ 2,695.00	$ 1,131.90	$ 10,780.00	$ 4,527.60	58.000
					8154	QUICK SILVER					
					3	GRADE 3					
					41337	SILVERTEX LIMONCELLO					
					497	POLISHED ALUMINUM					
					497	POLISHED ALUMINUM					
					LB	ADJBL LUMBAR SPRT					
					SL	SLIDER					
					462	CINDER					
					497	POLISHED ALUMINUM					
					C41	BLACK SOFT DUAL WHEEL, 65MM					
sub						**Subtotal Task Chairs for Staff Offices (4)**			**$ 10,780.00**	**$ 4,527.60**	**58.000**
43	8	Offices 111,112, 113, 114		KL1	K56USPAG1	JOYA,SIDE,UPHOLSTERED BACK,ARMS,GLIDES,CARTON OF 1	$ 1,375.00	$ 577.50	$ 11,000.00	$ 4,620.00	58.000
					3	GRADE 3					
					41337	SILVERTEX LIMONCELLO					
					3	GRADE 3					
					41337	SILVERTEX LIMONCELLO					
					3	GRADE 3					
					41337	SILVERTEX LIMONCELLO					
					490	CHROME FRAME					
sub						**Subtotal Guest Chairs in front of Staff Desks (8 ea / 2 in ea office)**			**$ 11,000.00**	**$ 4,620.00**	**58.000**
44	16	Offices 111,112,113,114		KL8	IBF1	FOOTPRINT,FLAT BRACKET	$ 27.00	$ 8.91	$ 432.00	$ 142.56	67.000
45	4	Offices 111,112,113,114		KLB	53K2448WSSL	PRIORITY,24DX48W,SURFACE,RECTANGLE,HPL	$ 619.00	$ 259.98	$ 2,476.00	$ 1,039.92	58.000
					E	EXTENSION					
					P	1/8" MOLDED VIN					
					G19C405	G19,CENTER,DESIGNER WHITE					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
46	4	Offices 111,112,113,114		KLB	53K7838HBHL	PRIORITY,78WX38H,HIGHBACK ORGANIZER,HINGED DOOR,LAMINATE	$ 3,232.00	$ 1,357.44	$ 12,928.00	$ 5,429.76	58.000
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
47	4	Offices 111,112,113,114		KLB	53KE2418PUBBFL	PRIORITY,24DX18W,UNDERSURFACE PEDESTAL,BBF,LAMINATE	$ 1,573.00	$ 660.66	$ 6,292.00	$ 2,642.64	58.000
					ARC501	ARC.PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					AD	ALMOND					
					405	DESIGNER WHITE					
48	2	Offices 111,113,114,114		KLB	53KE3072DLFBL1	PRIORITY,30DX72W,DESK,SINGLE PED,RECTANGLE,LEFT,HPL/TFL,BBF	$ 3,355.00	$ 1,409.10	$ 6,710.00	$ 2,818.20	58.000
					P	1/8" MOLDED VIN					
					ARC501	ARC.PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					G19LR405	G19,LEFT & RIGHT,DESIGNER WHIT					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					AD	ALMOND					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
49	2	Offices 111,112,113,114		KLB	53KE3072DRFBL1	PRIORITY,30DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,HPL/TFL,BBF	$ 3,355.00	$ 1,409.10	$ 6,710.00	$ 2,818.20	58.000
					P	1/8" MOLDED VIN					
					ARC501	ARC.PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					G19LR405	G19,LEFT & RIGHT,DESIGNER WHIT					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					AD	ALMOND					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
50	4	Offices 111,112,113,114		KLB	KAC7718TBK	ACCESSORIES-CG,77WX18H,TACKBOARD	$ 704.00	$ 295.68	$ 2,816.00	$ 1,182.72	58.000
					B	GRADE B					
					10350	FRENZIED ATLANTIC					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
51	4	Offices 111,112,113,114		KLU	99K44TLS	PERKS,44W,LED TASK LIGHT,SINGLE/STARTER UNITS	$ 855.00	$ 359.10	$ 3,420.00	$ 1,436.40	58.000
sub						Subtotal Office Desks for staff (4)			$ 41,784.00	$ 17,510.40	58.093
52	4	OpenArea Work Stations		KL1	K20TMAU2D	WISH,TASK,MESH BACK,UPH SEAT,ALUMINUM WISHBONE,2D ARMS	$ 2,480.00	$ 1,041.60	$ 9,920.00	$ 4,166.40	58.000
					8158	TUROUOISE					
					3	GRADE 3					
					41334	SILVERTEX PLATA					
					497	POLISHED ALUMINUM					
					462	CINDER PLASTIC					
					LB	ADJBL LUMBAR SPRT					
					SL	SLIDER					
					462	CINDER					
					462	CINDER PLASTIC					
					C41	BLACK SOFT DUAL WHEEL, 65MM					
sub						Subtotal Task Chairs for Workstaions (4)			$ 9,920.00	$ 4,166.40	58.000
53	10	Open Area Work Stations		KL3	ACC50W	CETRA,50H,CONNECTOR,END TRIM,WOOD	$ 478.00	$ 157.74	$ 4,780.00	$ 1,577.40	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
54	6	Open Area Work Stations		KL3	ACL68NW	CETRA,68H,CONNECTOR,SQUARE L,FABRIC,WOOD TOP CAP	$ 639.00	$ 210.87	$ 3,834.00	$ 1,265.22	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
55	6	Open Area Work Stations		KL3	ACT68NW	CETRA,68H,CONNECTOR,T,FABRIC,WOOD TOP CAP	$ 713.00	$ 235.29	$ 4,278.00	$ 1,411.74	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
56	2	Open Area Work Stations		KL3	ACX68W	CETRA,68H,CONNECTOR,X,WOOD TOP CAP	$ 713.00	$ 235.29	$ 1,426.00	$ 470.58	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
57	1	Open Area Work Stations		KL3	AEF1U	CETRA,ELECTRICAL,66 INCH,BASE POWER ENTRY	$ 572.00	$ 188.76	$ 572.00	$ 188.76	67.000
					84	8 WIRE,4 CIRCUIT					
58	10	Open Area Work Stations		KL3	AEJ1	CETRA,ELECTRICAL,JUMPER CABLE,PANEL-TO-PANEL	$ 189.00	$ 62.37	$ 1,890.00	$ 623.70	67.000
					84	8 WIRE,4 CIRCUIT					
59	10	Open Area Work Stations		KL3	AEJ2	CETRA,ELECTRICAL,JUMPER CABLE,90 DEGREE CORNER	$ 189.00	$ 62.37	$ 1,890.00	$ 623.70	67.000
					84	8 WIRE,4 CIRCUIT					
60	8	Open Area Work Stations		KL3	AER184	CETRA,ELEC,DUPLEX RECEPTACLE,8 WIRE-4 CIRCUIT,CIRCUIT 1	$ 63.00	$ 20.79	$ 504.00	$ 166.32	67.000
					497	CLEAR					
61	4	Open Area Work Stations		KL3	AER284	CETRA,ELEC,DUPLEX RECEPTACLE,8 WIRE-4 CIRCUIT,CIRCUIT 2	$ 63.00	$ 20.79	$ 252.00	$ 83.16	67.000
					497	CLEAR					
62	4	Open Area Work Stations		KL3	AER384	CETRA,ELEC,DUPLEX RECEPTACLE,8 WIRE-4 CIRCUIT,CIRCUIT 3	$ 63.00	$ 20.79	$ 252.00	$ 83.16	67.000
					497	CLEAR					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
63	8	Open Area Work Stations		KL3	AF2450SPW	CETRA,24WX50H,PANEL,SECTIONAL FRAME,PWRD,WOOD TOP CAP	$ 1,520.00	$ 501.60	$ 12,160.00	$ 4,012.80	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
64	12	Open Area Work Stations		KL3	AF3668SPW	CETRA,36WX68H,PANEL,SECTIONAL FRAME,PWRD,WOOD TOP CAP	$ 1,874.00	$ 618.42	$ 22,488.00	$ 7,421.04	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
65	8	Open Area Work Stations		KL3	AH1924CW	CETRA,19H,HI-LO,CONNECTOR-TO-PANEL,WOOD	$ 280.00	$ 92.40	$ 2,240.00	$ 739.20	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
66	14	Open Area Work Stations		KL3	AI3619G	CETRA,36WX19H,SECTIONAL FRAME,INSERT TILE,GLASS	$ 416.00	$ 137.28	$ 5,824.00	$ 1,921.92	67.000
					3	CLEAR					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
67	18	Open Area Work Stations		KL3	AI2419G	CETRA,24WX19H,SECTIONAL FRAME,INSERT TILE,GLASS	$ 356.00	$ 117.48	$ 6,408.00	$ 2,114.64	67.000
					3	CLEAR					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
68	16	Open Area Work Stations		KL3	AI2424N	CETRA,24WX24H,SECTIONAL FRAME,INSERT TILE,FABRIC	$ 297.00	$ 98.01	$ 4,752.00	$ 1,568.16	67.000
					B	GRADE B					
					10631	LYKO COBBLESTONE					
69	28	Open Area Work Stations		KL3	AI3619N	CETRA,36WX19H,SECTIONAL FRAME,INSERT TILE,FABRIC	$ 309.00	$ 101.97	$ 8,652.00	$ 2,855.16	67.000
					B	GRADE B					
					10631	LYKO COBBLESTONE					
70	20	Open Area Work Stations		KL3	AI3624N	CETRA,36WX24H,SECTIONAL FRAME,INSERT TILE,FABRIC	$ 359.00	$ 118.47	$ 7,180.00	$ 2,369.40	67.000
					B	GRADE B					
					10631	LYKO COBBLESTONE					
71	6	Open Area Work Stations		KL3	AP3068APW	CETRA,30WX68H,PANEL,ACOUSTICAL,PWRD,WOOD TOP CAP	$ 2,268.00	$ 748.44	$ 13,608.00	$ 4,490.64	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
72	6	Open Area Work Stations		KL3	AP3668APW	CETRA,36WX68H,PANEL,ACOUSTICAL,PWRD,WOOD TOP CAP	$ 2,449.00	$ 808.17	$ 14,694.00	$ 4,849.02	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
73	4	Open Area Work Stations		KL3	ATLECW	CETRA,HI-LO CETRA,TOP BRACKET ASSEMBLY,L TOPCAP,END BRACKET	$ 130.00	$ 42.90	$ 520.00	$ 171.60	67.000
					STD	STANDARD GROUP 1					
					AD	ALMOND					
74	2	Open Area Work Stations		KL3	ATTECW	CETRA,HI-LO CETRA,TOP BRACKET ASSEMBLY,T TOPCAP,END BRACKET	$ 130.00	$ 42.90	$ 260.00	$ 85.80	67.000
					STD	STANDARD GROUP 1					
					AD	ALMOND					
75	4	Open Area Work Stations		KL8	12S2415PUBBFM	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,BOX/BOX/FILE	$ 1,027.00	$ 338.91	$ 4,108.00	$ 1,355.64	67.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RANDOM CORE INCL,NOT INSTALLED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
76	4	Open Area Work Stations		KL8	12S2415PUFFM	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,FILE/FILE	$ 971.00	$ 320.43	$ 3,884.00	$ 1,281.72	67.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RANDOM CORE INCL,NOT INSTALLED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
77	18	Open Area Work Stations		KL8	ABWC14L	FOOTPRINT,CETRA,CANTILEVER BRACKET,LEFT-HAND	$ 131.00	$ 43.23	$ 2,358.00	$ 778.14	67.000
78	18	Open Area Work Stations		KL8	ABWC14R	FOOTPRINT,CETRA,CANTILEVER BRACKET,RIGHT-HAND	$ 131.00	$ 43.23	$ 2,358.00	$ 778.14	67.000
79	16	Open Area Work Stations		KL8	ABWL	FOOTPRINT,CETRA,EDGE SUPPORT BRACKET,LEFT-HAND	$ 25.00	$ 8.25	$ 400.00	$ 132.00	67.000
80	16	Open Area Work Stations		KL8	ABWR	FOOTPRINT,CETRA,EDGE SUPPORT BRACKET,RIGHT-HAND	$ 25.00	$ 8.25	$ 400.00	$ 132.00	67.000
81	20	Open Area Work Stations		KL8	IBF1	FOOTPRINT,FLAT BRACKET	$ 27.00	$ 8.91	$ 540.00	$ 178.20	67.000
82	8	Open Area Work Stations		KL8	IBSC	FOOTPRINT,FLAT/BEVEL OVHD GNG BRKT,XSITE/CETRA/TRAXX/IW,PK 4	$ 54.00	$ 17.82	$ 432.00	$ 142.56	67.000
83	8	Open Area Work Stations		KL8	IS143016OS	FOOTPRINT METAL,14DX30WX16H,OVERHEAD STOR,OPEN SHELF,BEVEL	$ 691.00	$ 228.03	$ 5,528.00	$ 1,824.24	67.000
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
84	4	Open Area Work Stations		KL8	IS143616RP	FOOTPRINT METAL,14DX36WX16H,OVHD STOR,RECEDING DOOR,BEVEL	$ 1,022.00	$ 337.26	$ 4,088.00	$ 1,349.04	67.000
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
85	16	Open Area Work Stations		KL8	ISBRKC	FOOTPRINT,FLAT/BEVEL OVERHEAD BRACKET,CETRA APPL	$ 57.00	$ 18.81	$ 912.00	$ 300.96	67.000
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
86	4	Open Area Work Stations		KL8	SS2448WSSL3	FOOTPRINT,24DX48W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR	$ 565.00	$ 186.45	$ 2,260.00	$ 745.80	67.000
					P	1/8" MOLDED VIN					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					***	----					
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Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
87	8	Open Area Work Stations		KL8	SS2472WSSL3	FOOTPRINT,24DX72W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR	$ 809.00	$ 266.97	$ 6,472.00	$ 2,135.76	67.000
					P	1/8" MOLDED VIN					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					***	----					
					***	----					
					***	----					
					***	----					
					***	----					
88	4	Open Area Work Stations		KLU	99K31TLS	PERKS,31W,LED TASK LIGHT,SINGLE/STARTER UNITS	$ 659.00	$ 276.78	$ 2,636.00	$ 1,107.12	58.000
sub						Subtotal Worksations in Open Area (4 ea "u" stations)			$ 154,840.00	$ 51,334.44	66.847
89	4	Open Work		KL1	K781XARG	BLOOM,LOUNGE,1-SEAT,AUTO RETURN,GLIDES	$ 4,831.00	$ 2,029.02	$ 19,324.00	$ 8,116.08	58.000
					CARM	CARNEGIE GRADE M					
					6434 1	QUARTZ 1					
					3	GRADE 3					
					41334	SILVERTEX PLATA					
					CARM	CARNEGIE GRADE M					
					6434 1	QUARTZ 1					
					497	POLISHED ALUMINUM					
					C61	POLISHED/NYLON GLIDE					
sub						Subtotal Collab Lounge chairs for open area (4)			$ 19,324.00	$ 8,116.08	58.000
90	3	Open Work		KL1	K78TRSC1612262L	BLOOM,TABLE,PULL-UP,SOFT RECTANGLE,HPL,SELF EDGE	$ 1,589.00	$ 667.38	$ 4,767.00	$ 2,002.14	58.000
					J	SELF EDGE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
sub						Subtotal for pull tables in open collab area (3)			$ 4,767.00	$ 2,002.14	58.000
91	12	Open Work (for High Tables)		KL1	K56TMUFASTS	JOYA,TASK,SIT-TO-STAND,MESH BACK	$ 1,795.00	$ 753.90	$ 21,540.00	$ 9,046.80	58.000
					BBPRM	BLACK FRAME,BLACK PREM MESH					
					3	GRADE 3					
					41321	SILVERTEX MARINE BLUE					
					XA	ARMLESS					
					S1L	SYNCHRO,ONE LOCK					
					462	CINDER					
					462	CINDER PLASTIC					
					C41	BLACK MULTI DUAL WHEEL, 65MM					
sub						Subtotal for high seating for high tables open area (12) sit to stand			$ 21,540.00	$ 9,046.80	58.000
92	2	Open Work		KL1	K82L38LAU8RAU	PAIRINGS,LOUNGE,3 SEAT,8 INCH ARMS UPHOLSTERED	$ 9,860.00	$ 4,141.20	$ 19,720.00	$ 8,282.40	58.000
					CFSN	CF STINSON GRADE N					
					...	Skipped Option					
					3	GRADE 3					
					41319	SILVERTEX LAGOON					
					3	GRADE 3					
					41320	SILVERTEX TUROUOISE					
					X	NO POWER MODULE					
					X	NO POWER MODULE					
					RAD	ROUND WOOD,ALMOND					
					X	NONE					
93	2	Open Work		KL1	K92RO2018L	JOELLE,OTTOMAN,ROUND,20WX18H,HPL/VINYL EDGE TOP	$ 1,573.00	$ 660.66	$ 3,146.00	$ 1,321.32	58.000
					2	GRADE 2					
					22509	BRILLIANT GRAVEL					
					MATCH	CLOSEST MATCH					
					P	1/8" MOLDED VIN					
					STD	STANDARD GROUP 1					
					CI	CHAI					
					X	NONE					
					C22	3/4" SOFT GLIDE					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
94	2	Open Work		KL1	K92RO2018U	JOELLE,OTTOMAN,ROUND,20WX18H,18H,UPHOLSTERED TOP	$ 1,393.00	$ 585.06	$ 2,786.00	$ 1,170.12	58.000
					3	GRADE 3					
					41337	SILVERTEX LIMONCELLO					
					4	GRADE 4					
					41614	MASQUERADE AEGEAN					
					MATCH	CLOSEST MATCH					
					DS	DECORATIVE STITCH					
					X	NONE					
					C22	3/4" SOFT GLIDE					
95	3	Open Work		KL1	K92RO2018U	JOELLE,OTTOMAN,ROUND,20WX18H,18H,UPHOLSTERED TOP	$ 1,519.00	$ 637.98	$ 4,557.00	$ 1,913.94	58.000
					3	GRADE 3					
					41320	SILVERTEX TUROUOISE					
					6	GRADE 6					
					3667	ESSENCE TAUPE					
					MATCH	CLOSEST MATCH					
					DS	DECORATIVE STITCH					
					X	NONE					
					C22	3/4" SOFT GLIDE					
96	1	Open Work		KL1	K92RO4018L	JOELLE,OTTOMAN,ROUND,40WX18H,HPL/VINYL EDGE TOP	$ 3,154.00	$ 1,324.68	$ 3,154.00	$ 1,324.68	58.000
					6	GRADE 6					
					3667	ESSENCE TAUPE					
					MATCH	CLOSEST MATCH					
					P	1/8" MOLDED VIN					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					X	NONE					
					C31	BLACK HARD DUAL WHEEL,37MM					
97	1	Open Work		KL1	K96T2419RDL	DAYMORA,24DIAX19H,END TABLE,ROUND,HPL TOP,PAINTED BASE	$ 2,608.00	$ 1,095.36	$ 2,608.00	$ 1,095.36	58.000
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					GAL1	GALLERY GROUP 1					
					G2003	CHIVE					
sub						Subtotal uph goods in open area / collab seating (asst seating)			$ 35,971.00	$ 15,107.82	58.000
98	4	Open Work		KLK	25K184875MCMMBP	KORE,MOBILE CART,MAGNETIC MARKER BOARD,PAINT	$ 3,518.90	$ 1,477.94	$ 14,075.60	$ 5,911.76	58.000
					GAL1	GALLERY GROUP 1					
					G2003	CHIVE					
					405M	MARKERBOARD DESIGNER WHITE					
					C47	BLACK/SILVER DUAL WHEEL,65MM					
sub						Subtotal MOBILE MARKER BOARD/ SCREENS OPEN AREA (4)			$ 14,075.60	$ 5,911.76	58.000
99	2	Open Work		KLT	76K489641TFSHMP	FIXT,48DX96WX41H,TABLE FRAME,STAND HEIGHT,MOBILE,PAINT	$ 5,109.00	$ 2,145.78	$ 10,218.00	$ 4,291.56	58.000
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
100	2	Open Work		KLT	76K4896RTL	FIXT,48DX96W,TABLE TOP,RECTANGLE,HPL	$ 2,417.00	$ 1,015.14	$ 4,834.00	$ 2,030.28	58.000
					P	MOLDED VIN					
					X	NO GROMMET					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
sub						Subtotal HIGH TABLES MOBILE IN OPEN AREA (2)			$ 15,052.00	$ 6,321.84	58.000
101	1	Reception		KL1	K20TMAU2D	WISH,TASK,MESH BACK,UPH SEAT,ALUMINUM WISHBONE,2D ARMS	$ 2,480.00	$ 1,041.60	$ 2,480.00	$ 1,041.60	58.000
					8158	TUROUOISE					
					3	GRADE 3					
					41334	SILVERTEX PLATA					
					497	POLISHED ALUMINUM					
					462	CINDER PLASTIC					
					LB	ADJBL LUMBAR SPRT					
					SL	SLIDER					
					462	CINDER					
					462	CINDER PLASTIC					
					C41	BLACK SOFT DUAL WHEEL, 65MM					
sub						Subtotal RECEPTION TASK CHAIR			$ 2,480.00	$ 1,041.60	58.000

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
102	1	Reception		KLB	53K2472WSSL	PRIORITY,24DX72W,SURFACE,RECTANGLE,HPL	$ 852.00	$ 357.84	$ 852.00	$ 357.84	58.000
					M	MAIN					
					P	1/8" MOLDED VIN					
					G19C405	G19,CENTER,DESIGNER WHITE					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
103	2	Reception		KLB	53KE2415PUBBFL	PRIORITY,PEDESTAL,UNDERSURFACE,BBF,LAMINATE	$ 1,498.00	$ 629.16	$ 2,996.00	$ 1,258.32	58.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
sub						Subtotal RECEPTION DESK			$ 3,848.00	$ 1,616.16	58.000
104	2	Work Area Rm 102		KL1	K20TMAU2D	WISH,TASK,MESH BACK,UPH SEAT,ALUMINUM WISHBONE,2D ARMS	$ 2,480.00	$ 1,041.60	$ 4,960.00	$ 2,083.20	58.000
					8158	TUROUOISE					
					3	GRADE 3					
					41334	SILVERTEX PLATA					
					497	POLISHED ALUMINUM					
					462	CINDER PLASTIC					
					LB	ADJBL LUMBAR SPRT					
					SL	SLIDER					
					462	CINDER					
					462	CINDER PLASTIC					
					C41	BLACK SOFT DUAL WHEEL, 65MM					
sub						Subtotal RM 102 TASK SEATING (2)			$ 4,960.00	$ 2,083.20	58.000
105	2	Work Area Rm 102		KL3	ACC50W	CETRA,50H,CONNECTOR,END TRIM,WOOD	$ 478.00	$ 157.74	$ 956.00	$ 315.48	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
106	2	Work Area Rm 102		KL3	ACC68W	CETRA,68H,CONNECTOR,END TRIM,WOOD	$ 533.00	$ 175.89	$ 1,066.00	$ 351.78	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
107	1	Work Area Rm 102		KL3	ACL68NW	CETRA,68H,CONNECTOR,SQUARE L,FABRIC,WOOD TOP CAP	$ 639.00	$ 210.87	$ 639.00	$ 210.87	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
108	2	Work Area rm 102		KL3	ACL68NW	CETRA,68H,CONNECTOR,SQUARE L,FABRIC,WOOD TOP CAP	$ 639.00	$ 210.87	$ 1,278.00	$ 421.74	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
109	1	Work Area Rm 102		KL3	ACT50NW	CETRA,50H,CONNECTOR,T,FABRIC,WOOD TOP CAP	$ 668.00	$ 220.44	$ 668.00	$ 220.44	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
110	1	Work Area Rm 102		KL3	ACT68NW	CETRA,68H,CONNECTOR,T,FABRIC,WOOD TOP CAP	$ 713.00	$ 235.29	$ 713.00	$ 235.29	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
111	1	Work Area Rm 102		KL3	ACT68NW	CETRA,68H,CONNECTOR,T,FABRIC,WOOD TOP CAP	$ 713.00	$ 235.29	$ 713.00	$ 235.29	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
112	1	Work Area Rm 102		KL3	AEF1U	CETRA,ELECTRICAL,66 INCH,BASE POWER ENTRY	$ 572.00	$ 188.76	$ 572.00	$ 188.76	67.000
					84	8 WIRE,4 CIRCUIT					
113	5	Work Area Rm 102		KL3	AEJ1	CETRA,ELECTRICAL,JUMPER CABLE,PANEL-TO-PANEL	$ 189.00	$ 62.37	$ 945.00	$ 311.85	67.000
					84	8 WIRE,4 CIRCUIT					
114	5	Work Area Rm 102		KL3	AEJ2	CETRA,ELECTRICAL,JUMPER CABLE,90 DEGREE CORNER	$ 189.00	$ 62.37	$ 945.00	$ 311.85	67.000
					84	8 WIRE,4 CIRCUIT					
115	4	Work Area Rm 102		KL3	AER184	CETRA,ELEC,DUPLEX RECEPTACLE,8 WIRE-4 CIRCUIT,CIRCUIT 1	$ 63.00	$ 20.79	$ 252.00	$ 83.16	67.000
					497	CLEAR					
116	2	Work Area Rm 102		KL3	AER284	CETRA,ELEC,DUPLEX RECEPTACLE,8 WIRE-4 CIRCUIT,CIRCUIT 2	$ 63.00	$ 20.79	$ 126.00	$ 41.58	67.000
					497	CLEAR					
117	2	Work Area Rm 102		KL3	AER384	CETRA,ELEC,DUPLEX RECEPTACLE,8 WIRE-4 CIRCUIT,CIRCUIT 3	$ 63.00	$ 20.79	$ 126.00	$ 41.58	67.000
					497	CLEAR					
118	2	Work Area Rm 102		KL3	AF2450SPW	CETRA,24WX50H,PANEL,SECTIONAL FRAME,PWRD,WOOD TOP CAP	$ 1,520.00	$ 501.60	$ 3,040.00	$ 1,003.20	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
119	1	Work Area Rm 102		KL3	AF3650SPW	CETRA,36WX50H,PANEL,SECTIONAL FRAME,PWRD,WOOD TOP CAP	$ 1,770.00	$ 584.10	$ 1,770.00	$ 584.10	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
120	1	Work Area Rm 102		KL3	AH1936PW	CETRA,19H,HI-LO,PANEL-TO-PANEL,WOOD	$ 280.00	$ 92.40	$ 280.00	$ 92.40	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
121	2	Work Area Rm 102		KL3	AH5018CW	CETRA,50H,HI-LO,CONNECTOR-TO-PANEL,WOOD	$ 478.00	$ 157.74	$ 956.00	$ 315.48	67.000
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
122	4	Work Area Rm 102		KL3	AI2419G	CETRA,24WX19H,SECTIONAL FRAME,INSERT TILE,GLASS	$ 356.00	$ 117.48	$ 1,424.00	$ 469.92	67.000
					3	CLEAR					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
123	4	Work Area Rm 102		KL3	AI2424N	CETRA,24WX24H,SECTIONAL FRAME,INSERT TILE,FABRIC	$ 297.00	$ 98.01	$ 1,188.00	$ 392.04	67.000
					B	GRADE B					
					10631	LYKO COBBLESTONE					
124	2	Work Area Rm 102		KL3	AI3619G	CETRA,36WX19H,SECTIONAL FRAME,INSERT TILE,GLASS	$ 416.00	$ 137.28	$ 832.00	$ 274.56	67.000
					3	CLEAR					
					STD	STANDARD GROUP 1.NON-METALLIC					
					405	DESIGNER WHITE					
125	2	Work Area Rm 102		KL3	AI3624N	CETRA,36WX24H,SECTIONAL FRAME,INSERT TILE,FABRIC	$ 359.00	$ 118.47	$ 718.00	$ 236.94	67.000
					B	GRADE B					
					10631	LYKO COBBLESTONE					
126	2	Work Area Rm 102		KL3	AP2468APW	CETRA,24WX68H,PANEL,ACOUSTICAL,PWRD,WOOD TOP CAP	$ 2,089.00	$ 689.37	$ 4,178.00	$ 1,378.74	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1.NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
127	5	Work Area Rm 102		KL3	AP3668APW	CETRA,36WX68H,PANEL,ACOUSTICAL,PWRD,WOOD TOP CAP	$ 2,449.00	$ 808.17	$ 12,245.00	$ 4,040.85	67.000
					84	8 WIRE,4 CIRCUIT					
					C	THIN SQUARE					
					STD	STANDARD GROUP 1					
					AD	ALMOND					
					P2	2 PUNCHED					
					STD	STANDARD GROUP 1.NON-METALLIC					
					405	DESIGNER WHITE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
					B	GRADE B					
					10631	LYKO COBBLESTONE					
128	2	Work Area Rm 102		KL8	12S2415PUBBFM	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,BOX/BOX/FILE	$ 1,027.00	$ 338.91	$ 2,054.00	$ 677.82	67.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RANDOM CORE INCL.NOT INSTALLED					
					STD	STANDARD GROUP 1.NON-METALLIC					
					405	DESIGNER WHITE					
129	2	Work Area Rm 102		KL8	12S2415PUFFM	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,FILE/FILE	$ 971.00	$ 320.43	$ 1,942.00	$ 640.86	67.000
					ARC501	ARC,PLATINUM METALLIC					
					KRB	RANDOM CORE INCL.NOT INSTALLED					
					STD	STANDARD GROUP 1.NON-METALLIC					
					405	DESIGNER WHITE					
130	6	Work Area Rm 102		KL8	ABWC14L	FOOTPRINT,CETRA,CANTILEVER BRACKET,LEFT-HAND	$ 131.00	$ 43.23	$ 786.00	$ 259.38	67.000
131	6	Work Area Rm 102		KL8	ABWC14R	FOOTPRINT,CETRA,CANTILEVER BRACKET,RIGHT-HAND	$ 131.00	$ 43.23	$ 786.00	$ 259.38	67.000
132	10	Work Area Rm 102		KL8	ABWL	FOOTPRINT,CETRA,EDGE SUPPORT BRACKET,LEFT-HAND	$ 25.00	$ 8.25	$ 250.00	$ 82.50	67.000
133	10	Work Area Rm 102		KL8	ABWR	FOOTPRINT,CETRA,EDGE SUPPORT BRACKET,RIGHT-HAND	$ 25.00	$ 8.25	$ 250.00	$ 82.50	67.000
134	8	Work Area Rm 102		KL8	IBF1	FOOTPRINT,FLAT BRACKET	$ 27.00	$ 8.91	$ 216.00	$ 71.28	67.000
135	4	Work Area Rm 102		KL8	IBSC	FOOTPRINT,FLAT/BEVEL OVHD GNG BRKT,XSITE/CETRA/TRAXX/IW,PK 4	$ 54.00	$ 17.82	$ 216.00	$ 71.28	67.000
136	2	Work Area Rm 102		KL8	IS143616OS	FOOTPRINT METAL,14DX36WX16H,OVERHEAD STOR,OPEN SHELF,BEVEL	$ 712.00	$ 234.96	$ 1,424.00	$ 469.92	67.000
					STD	STANDARD GROUP 1.NON-METALLIC					
					405	DESIGNER WHITE					

Item	Qty	Tag	Preview	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
137	2	Work Area Rm 102		KL8	IS143616RP	FOOTPRINT METAL,14DX36WX16H,OVHD STOR,RECEDING DOOR,BEVEL	$ 1,022.00	$ 337.26	$ 2,044.00	$ 674.52	67.000
					KRB	RDM CORE INCL,NOT INSTL,BLACK					
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
138	8	Work Area Rm 102		KL8	ISBRKC	FOOTPRINT,FLAT/BEVEL OVERHEAD BRACKET,CETRA APPL	$ 57.00	$ 18.81	$ 456.00	$ 150.48	67.000
					STD	STANDARD GROUP 1,NON-METALLIC					
					405	DESIGNER WHITE					
139	2	Work Area Rm 102		KL8	SS2448WSSL3	FOOTPRINT,24DX48W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR	$ 565.00	$ 186.45	$ 1,130.00	$ 372.90	67.000
					P	1/8" MOLDED VIN					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					***	----					
					***	----					
					***	----					
					***	----					
					***	----					
140	2	Work Area Rm 102		KL8	SS2472WSSL3	FOOTPRINT,24DX72W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR	$ 809.00	$ 266.97	$ 1,618.00	$ 533.94	67.000
					P	1/8" MOLDED VIN					
					STD	STANDARD GROUP 1					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					405	DESIGNER WHITE					
					***	----					
					***	----					
					***	----					
					***	----					
					***	----					
141	2	Work Area Rm 102		KLU	99K31TLS	PERKS,31W,LED TASK LIGHT,SINGLE/STARTER UNITS	$ 659.00	$ 276.78	$ 1,318.00	$ 553.56	58.000
sub						Subtotal RM 102 (2) WORKSTATIONS			$ 50,120.00	$ 16,658.22	66.763
	1					RDI(Receive, Delivery, Assembly, Installation)	$ 57,460.00	$ 57,460.00	$ 57,460.00	$ 57,460.00	
						Grand Total			$ 652,286.00	$ 289,155.08	55.671

NOTES :
PRICING PROCURRED USING CONTRACT OMNIA # R240108
KIMBALL INTERNATIONAL IS THE VENDOR
P.O. IS ISSUED TO KIMBALL INTERNATIONAL - CONTRACT # MUST BE ON P.O. G & S IS THE DEALER OF RECORD
PRICE QUOTED IS DELIVERED AND INSTALLED
NO FREIGHT OR FUEL SURCHARGES OCCUR AT THIS TIME
NOTE: NO FINISHES OR TEXTILES HAVE BEEN SELECTED (COLORS) PRICE IS VALID FOR 60 DAYS

G&S Office Designs

437

Ronald J Levy
RONALD J LEVY / G & S

Kimball International

Tue Apr 7 2026
REVISED

Ite	Qty	Tag	Preview	Mfg	Cat	Part Number	Part Description	List	Sell	Ext List	Ext Sell	Sell - %
1	18	Conference			NTG	2020D	NLC High Back Task Chair Looped Arms	$ 2,980.00	$ 1,043...	$ 53,640.00	$ 18,774.00	65.000
						G4 LPS V014-450 FLIP ... ... TC3 ... E	Fabric Grade 4 Leather Plus Bone Flip-up Arms Skipped Option Skipped Option 3" Hard Surface Casters Skipped Option Enersorb Foam Seat					
2	1	Director Off			NTG	335D	3 Series High Back Executive	$ 2,760.00	$ 966.00	$ 2,760.00	$ 966.00	65.000
						G4 LPS V011-375 TC3 A ~	Fabric Grade 4 Leather Plus Ginger 3" Hard Surface Casters Adjustable Arms Standard Polyurethane Arm Caps					
3	1	Office 101			NTG	335D	3 Series High Back Executive	$ 2,760.00	$ 966.00	$ 2,760.00	$ 966.00	65.000
						G4 LPS V011-375 TC3 A ~	Fabric Grade 4 Leather Plus Ginger 3" Hard Surface Casters Adjustable Arms Standard Polyurethane Arm Caps					
S...							**Subtotal**			**$ 59,160.00**	**$ 20,706.00**	**65.000**
	1						RDI (Receive, Delivery, Installation)	$ 2,485.00	$ 2,485...	$ 2,485.00	$ 2,485.00	
							Grand Total			**$ 61,645.00**	**$ 23,191.00**	**62.380**

NOTES:
PRICING PRODUCRRED USING THE TIP CONTRACT # 230301 (VALID UNTILL MAY 31,2026)
CONTRACT # MUST BE ON P.O.
G & S IS THE VENDOR UNDER TIPS
P.O. IS ISSUED TO G & S

NOTE:
NO FINISHES OR FABRICS (COLORS) HAVE BEEN SELECTED
PRICE QUOTED IS DELIVERED AND INSTALLED /
NO FREIGHT OR FUEL SURCHARGES OCCUR AT THIS TIME

PRICE VALID UNITLL MAY 31, 2026

G&S Office Designs

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Ronald J Levy
RONALD J LEVY/G& S

Nightingale

Revised Mar 30 2026

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 44.**

SUBJECT
Consideration for approval of the selection of the top ranked consultant for the RFQ FY26-ENG-16 Pedestrian Bridge Structure from Father McNaboe Park to Barbara Fasken Recreational Center; and authorization to negotiate a professional services contract. A total of (5) firms responded to the request for qualifications on Thursday, February 12, 2026, and the top (3) firms presented on Tuesday, March 24, 2026. The committee recommends the selection of top ranked consultant RAVA Construction, LLC, Houston, Texas. There is no financial impact at this time.

1. RAVA Construction, LLC, Houston, Texas
2. Quantcorp Construction, LLC, Laredo, Texas
3. Sima Contractors, LLC, Laredo, Texas
4. Zertuche Construction Texas, LLC, Laredo, Texas
5. LJA Engineering, Inc, Houston, Texas

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo is accepting Statement of Qualifications (SOQs) from qualified firms interested in providing professional services to design and construct a pedestrian bridge to cross from Father McNaboe Park to Barbara Fasken Recreational Center over an existing creek to provide safe, ADA-accessible connectivity. The project shall improve pedestrian safety, enhance recreational access in District VII.

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

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

FINANCIAL IMPACT:
There is no financial impact at this time.

CITY OF LAREDO
Engineering Department
RFP FY26-ENG-16
Pedestrian Bridge Structure from Father McNaboe Park to Barbara Fasken Recreational Center (Design-Build)
EVALUATION SCORING SHEET

FINAL RANKINGS	
RAVA Construction, LLC, Houston, Texas	1
Quatcorp Construction, LLC, Laredo, Texas	2
SIMA Contractors, LLC, Laredo, Texas	3

EVALUATION COMMITTEE PRESENATION RANKINGS	Evaluator # 1	Evaluator # 2	Evaluator # 3	Evaluator # 4	Evaluator # 5
RAVA Construction, LLC, Houston, Texas	1	1	1	1	1
SIMA Contractors, LLC, Laredo, Texas	3	3	3	3	2
Quatcorp Construction, LLC, Laredo, Texas	2	2	2	2	3

Date: April 1, 2026

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 45.**

SUBJECT
Consideration to renewal and amend contract FY24-050 with Cavender's Boot City, Tyler, Texas for safety footwear in an annual amount of $123,750.00 and a contract value of $247,500.00 for the remaining of the two years; this includes a 10% increase. This safety footwear contract complies with the OSHA approved specifications provided by Risk Management Division. Awarded brands - Justin, Double H, Tony Lama, and Georgia. The term of this contract was for a period of one year with option to extend three additional years. This is the second of three extension periods. Funding is available in the respective City's department funds.

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

PREVIOUS COUNCIL ACTION
Contract FY24-050 was approved by City Council on April 15, 2024
Contract FY24-050 renewal was approved by City Council on April 7, 2025

BACKGROUND
The City of Laredo went out on formal bid solicitations through Cit-E-Bid and received (4) four bids for the purchase of approved safety footwear for the city maintenance personnel (tabulation attached). Pricing was requested on OSHA approved safety footwear styles. Each department will have the option to choose the type of boot that best meets their work environment and budget allocation. This contract is being awarded by sections to the (lowest responsive, responsible bidder or bidders). The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. Cavender's Boot City has a local place of business. Jonah's Enterprises - requested no renewal.

Cavender's Boot City - renewal
Section II - Justin
Section III - Double H
Section VI - Tony Lama
Section XI - Georgia

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
It is recommended that this contract be renewed and approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Operating funds
Account #:	Various funds
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

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. 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. Funding is available on the respective department accounts.

City of Laredo
Purchasing Division

Renewal Letter

March 10, 2026

Clarissa Lopez
Cavender's Boot City
2455 Monarch Dr. Ste. 102
Laredo, TX 78045

Re: Safety Footwear
Contract FY24-050
Extension II

Dear Ms. Lopez,

Contract FY24-050 for Safety Footwear was approved by City Council and awarded to your company on April 7, 2025. The term of this contract was for a period of one (1) year. This contract has an option to renew three (3) additional (1) one year periods upon mutual agreement of parties. This is the second of three extension periods.

Price Adjustment
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. 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. Documentation may be emailed to jezapata@ci.laredo.tx.us.

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. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA, CTCD

Purchasing Agent

Cavender's Boot City

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: R. Todd Noden COO + CFO

Date: 3/23/2026

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 46.**

SUBJECT
Consideration to award supply/service contract RFB 2026-052 for vehicle repair services for small and medium vehicles for the City's Fleet Department to the lowest responsive/responsible bidders:

1). Andy's Auto Air & Supplies, Laredo, TX in an annual amount up to $135,000.00 and $405,000.00 for the remainder of the contract term;

2). Toro Automotive LLC., Laredo, Texas in an annual amount up to $135,000.00 and $405,000.00 for the remainder of the contract term;

3). Glz Auto Services, Laredo, Texas in an annual amount up to $75,000.00 and $225,000.00 for the remainder of the contract term;

The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. All services will be secured on an as needed basis. This contract can be renewed three additional one-year extension periods, upon mutual agreement of the parties. All repair services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received eight (8) bids through Cit-E-Bid for awarding annual service contracts that establish an hourly labor rate for service repairs and a percentage discount on original equipment manufacturer parts for small and medium vehicle repairs. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed three additional one-year extension periods, upon mutual agreement of the parties. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Refer to Bid Tabulation for hourly rates and percentage discount offered.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2820-533-2080.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

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. 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.



RFB 2026-052
Andy's Auto Air & Supplies, Inc
Supplier Response

Event Information

Number:	RFB 2026-052
Title:	RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department
Type:	Invitation For Bid
Issue Date:	3/4/2026
Deadline:	3/25/2026 05:00 PM (CT)
Notes:	The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. **If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. Bid forms

can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Andy's Auto Air & Supplies, Inc Information

Contact: Robert Rosas
Address: 11901 Sara Road
Laredo, TX 78045
Phone: (956) 722-7321
Email: robert@andys-air.com
Web Address: http://andysautoair.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Robert Rosas — *Signature*
robert@andys-air.com — *Email*

Submitted at 3/18/2026 11:53:54 AM (CT)

Response Attachments

Andy's Part Product Identification.pdf

Andy's Part Product Identification

Andy's Part Return, Warranty.pdf

Andy's Part Return, Warranty

Andy's Parts Price Discount.pdf

Andy's Parts Price Discount

Andy's Parts Type Price Schedule.pdf

Andy's Parts Type Price Schedule

Signed Affidavit Form.pdf

Signed Affidavit Form

Signed Conflict of interest.pdf

Signed Conflict of interest

Signed Form 1295.pdf

Signed Form 1295

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Andy's Auto Air & Supplies, Inc. // Roberto Rosas 956-722-7321.
3	**State how long under has the business been in its present business name** 46 years

4	**If applicable, list all other names under which the Business identified above operated in the last five years** Andy's Auto & Bus Air, Inc.
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO
8	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Robert Rosas
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department RFB 2026-052 (RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department)
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Andy's Auto Air & Supplies, Inc. / DBA: Andy's Auto & Bus Air, Inc.
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**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. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

20 **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

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

22 **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

23 **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

24 **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

25 **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.

26 **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

27 **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

28	**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
29	**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
30	**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
31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Roberto Rosas General Manager, Andy's Auto Air & Supplies, Inc.
32	**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
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section

37 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

38 **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 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. This contract will be awarded to the top three lowest bidders.

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.

☑ I Agree to the Terms and Conditions

39 Insurance Terms and Conditions

INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the

Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

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

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

40	**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

4 1	**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

42	**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
43	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*
44	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge
45	**Required Documentation Upload** Parts Product identification (Mfr.) (**Documentation Shall be uploaded onto Cit-E-Bid)** Parts Type price schedule (dealer, jobber, etc.) (**Documentation Shall be uploaded onto Cit-E-Bid**) Parts Price schedule column on which discount is based (i.e. distributor, net, wholesale) (**Documentation Shall be uploaded onto Cit-E-Bid)** Warranty. **(Documentation Shall be uploaded onto Cit-E-Bid)** ☑ Vendor has acknowledged questions and answers.

Bid Lines

1	**Package Header** Section I: Labor Rate Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical, suspension,

braking system, alignments and Power train repairs which includes engine, transmission, axle, etc.)

Quantity: 1 UOM: PKG Total: $220.00

Item Notes:

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $55.00 Total: $55.00

1.2 Field Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $55.00 Total: $55.00

1.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $55.00 Total: $55.00

1.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $55.00 Total: $55.00

2 Package Header

Section II: Parts Price Schedule
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Quantity: 1 UOM: PKG Total: *No response*

Item Notes:

Package Items

2.1 Percent of Discount Offered.

Quantity: 1 UOM: Percent of Discount Offered Total: 20%

Response Total: $220.00

Andy's Auto Air & Supplies, Inc
11901 Sara Rd
Laredo, Texas 78045
Phone (956)-722-7321
Fax (956)-727-7835

Parts product identification (Mfr)

Andy's Auto Air & Supplies, Inc. offers Sanden and aftermarket parts for heavy duty and medium duty trucks and buses.

Andy's Auto Air & Supplies, Inc
11901 Sara Rd
Laredo, Texas 78045
Phone (956)-722-7321
Fax (956)-727-7835

Parts Return & Warranty Policy

Parts in original condition, in their original undamaged packaging that were the wrong parts due to your error or were not needed by you have to be returned within 60 days of purchase for a full refund or exchange. Parts that have been installed and are believed to be defective may be returned within 12 months from purchase, with the exclusion of electrical parts. We will pass on any warranty that is available from the manufacturer of the defective part once they have made their evaluation. We will make every effort to locate a replacement part or a suitable substitute part if the particular returned part is no longer available. You will be charged for the new part and then given credit for the part once the defective part is returned and assessed by the manufacturer. Please allow up to 20 days before the credit appears on your account.

Obsolete Parts Return & Warranty Policy

Obsolete parts in original condition, in their original undamaged packaging that were the wrong parts due to your error or were not needed by you have to be returned within 30 days of purchase for a full refund or exchange. Obsolete parts that have been installed and are believed to be defective may be returned within 12 months from purchase. We will pass on any warranty that is available from the manufacturer of the defective part once they have made their evaluation. We will make every effort to locate a replacement part or a suitable substitute part if the particular returned part is no longer available. You will be charged for the new part and then given credit for the part once the defective part is returned and assessed by the manufacturer. Please allow up to 20 days before the credit appears on your account.

Andy's Auto Air & Supplies, Inc
11901 Sara Rd
Laredo, Texas 78045
Phone (956)-722-7321
Fax (956)-727-7835

Parts Price Discount

Andy's Auto Air & Supplies, Inc. offers 20% off Current List price. Prices are subject to change with market conditions, but the 20% discount will remain consistent for the duration of the Bid Contract.

Andy's Auto Air & Supplies, Inc
11901 Sara Rd
Laredo, Texas 78045
Phone (956)-722-7321
Fax (956)-727-7835

Parts type price schedule

Andy's Auto Air & Supplies, Inc. offers list price schedule.

AFFIDAVIT

Project: RFB 2026-052 Vehicle Repairs for Small & Medium Vehicles

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is ROERT ROSAS
(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 17 day of MAR 20 26.

Laura Rodriguez
Notary Public

My commission expires:
10/21/2028

LAURA RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 10-21-2028
Notary ID 11165801

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.**

ANDY'S AUTO & BUS AIR, 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.**

ROBERT ROSAS N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A ☐ 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.**

6 N/A ☐ 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

3/17/2026

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1434320

Date Filed:
03/17/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Andy's Auto Air & Supplies, Inc.
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB 2026-052
VEHICLE REPAIRS FOR SMALL & MEDIUM VEHICLES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ROSAS, ROBERT	Laredo, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

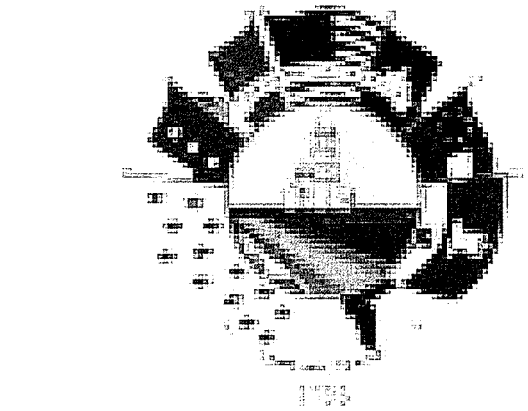
My name is ROBERTO ROSAS, and my date of birth is 11/23/1962.

My address is 11901 SARA RD, LAREDO (city), TX (state), 78045 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WEBB County, State of TX, on the 17 day of MARCH (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)



RFB 2026-052
Toro Automotive LLC
Toro Automotive LLC
Supplier Response

Event Information

Number:	RFB 2026-052
Title:	RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department
Type:	Invitation For Bid
Issue Date:	3/4/2026
Deadline:	3/25/2026 05:00 PM (CT)
Notes:	The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. **If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to

determine the total bid amount of the bid. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Toro Automotive LLC Information

Contact: James Gonzalez/Janet Reyes/Pedro Nunez
Address: 1001 Guadalupe St
Laredo, TX 78040
Phone: (956) 753-8676
Fax: (956) 753-8677
Email: bids@toroauto.com
Web Address: www.toroauto.com

By submitting your response, you certify that you are authorized to represent and bind your company.

janet reyes
Signature

bids@toroauto.com
Email

Submitted at 3/9/2026 04:43:44 PM (CT)

Response Attachments

city bid.pdf

2026-052 vehicle repairs for small and medium size vehicles.

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Toro Automotive LLC
3	**State how long under has the business been in its present business name** 13
4	**If applicable, list all other names under which the Business identified above operated in the last five years** n/a
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes

12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Janet Reyes
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department a)RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles b) – Fleet Department
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Toro Automotive LLC
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**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. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A

23 **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

24 **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.

NOT APPLICABLE

25 **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.

26 **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

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

28 **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

29 **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

30 **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

31	**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)JANET REYES 2) GENERAL MANAGER 3) TORO AUTOMOTIVE LLC 4) 03/05/2026
32	**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
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section
37	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☑ I will comply with this form

3
8

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 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. This contract will be awarded to the top three lowest bidders.

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.

☑ I Agree to the Terms and Conditions

39 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

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

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and

shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

40 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

4 1	**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

42	**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
43	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. TORO IS LOCAL TO LAREDO
44	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge
45	**Required Documentation Upload** Parts Product identification (Mfr.) (**Documentation Shall be uploaded onto Cit-E-Bid)** Parts Type price schedule (dealer, jobber, etc.) (**Documentation Shall be uploaded onto Cit-E-Bid**) Parts Price schedule column on which discount is based (i.e. distributor, net, wholesale) (**Documentation Shall be uploaded onto Cit-E-Bid)** Warranty. **(Documentation Shall be uploaded onto Cit-E-Bid)** ☑ Vendor has acknowledged questions and answers.

Bid Lines

1	**Package Header** Section I: Labor Rate Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical, suspension,

braking system, alignments and Power train repairs which includes engine, transmission, axle, etc.)

Quantity: 1 UOM: PKG Total: $279.80

Item Notes:

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $69.95 Total: $69.95

1.2 Field Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $69.95 Total: $69.95

1.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $69.95 Total: $69.95

1.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $69.95 Total: $69.95

2 Package Header

Section II: Parts Price Schedule
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Quantity: 1 UOM: PKG Total: *No response*

Item Notes:

Package Items

2.1 Percent of Discount Offered.

Quantity: 1 UOM: Percent of Discount Offered Total: 15%

Response Total: $279.80

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

VEHICLE REPAIRS
FOR SMALL AND MEDIUM SIZE VEHICLES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Fleet Department. The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 25, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 26, 2026.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department
RFB: 2026-052

Electronic bid submission:	**Hand-delivered bids are to be submitted in a sealed envelope clearly marked:**
Specifications may be accessed and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	City of Laredo – City Secretary C/O Mario I Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.
**If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

City of Laredo
Purchasing Division
Notice to Bidders

RECD CITY SEC OFF
MAR 4 '26 AM10:53

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions, for awarding an annual contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Fleet Department. The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on March 25, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 26, 2026.**

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City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL. ON THIS 4th DAY OF MARCH 2026.

for:

Mario I. Maldonado Jr.
City Secretary

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 5512, Thomas Ave, Laredo, TX 78041; 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. This contract will be awarded to the top three lowest bidders.

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.

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION) (Not applicable for this contract)

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

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

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-

occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

2.Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h)Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

15.2 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

15.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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.

15.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only**

15.5 CONFLICT OF INTEREST FORMS (Attached)

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.

15.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

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 will result in the cancellation of the contract.

16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this 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 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.

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.

17.0 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address associated with each submission. It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Formal Invitation for Bids
Vehicle Repairs for Small & Medium Size Vehicles
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, March 13, 2026 before 2:00 P.M.

18.2 Point of Contact

For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

19.0 Contract Provisions

19.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

19.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

19.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

19.4 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

19.5 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

19.6 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

19.7 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties.

However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

20.0 Specifications

Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

20.1 Parts by contractor will be billed at the discount noted in the Schedule of Items.

20.2 Invoices:

20.2.1 Must be legible and reference a valid purchase order number.

20.2.2 Must be approved by an appropriate City of Laredo Fleet department representative.

20.2.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

20.3 City of Laredo personnel may pickup parts from Contractor's facility.

20.4 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

20.5 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

20.6 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

21.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

22.0 Award of Contract

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. This contract will be awarded to the top three lowest bidders.

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."

Annual Supply/Service Contract: 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.

22.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

23.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-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. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 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.

23.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

24.0 Price Adjustment****

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. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. 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.

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. Documentation may be emailed to ealdape@ci.laredo.tx.us

25.0 Termination of Contract

Either party will have the right to terminate the contract by giving written notice to the other party at least 1 month before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

26.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

27.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this 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 ".

Name of Offeror (Business) Toro Automotive LLC

Signature of person authorized to sign bid Janet Reyes Date 3-5-26

Print Name of person authorized to sign bid Janet Reyes

Title: General Manager

Business Address: 1001 Guadalupe st

City, State, Zip Code: Laredo TX 78040

Telephone Number: 9567538676 Fax Number: 956 7538677

Contact Person Email Address: bids@toroauto.com

Federal Tax ID Number: 46-0549451

Bidders Principal/Corporate Place of Business Address: 1001 Guadalupe st

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 13 years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No)

Has the business. or any officer or partner thereof. failed to complete a contract? Yes (No)

Is any litigation pending against the Business? Yes (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes (No.)
If yes. offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes (No.)

Has the Business been debarred. suspended. proposed for debarment. suspended. proposed for debarment. declared ineligible. voluntarily excluded. or otherwise disqualified from bidding. proposing. or contracting? Yes (No)

Are there any proceedings. pending relating to the Business responsibility. debarment. suspension. voluntary exclusion. or qualification to receive a public contract? Yes (No.)

Hs 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 in default? Yes (No)

Is the Business in arrears in any contract or debt? Yes (No)

Has the Business been a defaulter. as a principal. surety. or otherwise? Yes (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☑

The above minority 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

28.0 Price Schedule

28.1 Section I: Labor Rate

Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical. suspension. braking system. alignments and Power train repairs which includes engine. transmission. axle. etc.)

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 69.95	
Field Labor Rate	$ 69.95	
Diagnostic Shop Labor Rate	$ 69.95	
Diagnostic Field Labor Rate	$ 69.95	

28.2 Section II: Parts Price Schedule

The City reserves the right to supply parts. If parts are requested. aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.) **(Documentation Shall be uploaded onto Cit-E-Bid)**	OEM / Aftermarket
Type price schedule (dealer, jobber. etc.) **(Documentation Shall be uploaded onto Cit-E-Bid)**	Jobber
Price schedule column on which discount is based (i.e. distributor. net, wholesale) **(Documentation Shall be uploaded onto Cit-E-Bid)**	List

28.4 Warranty: 30 days
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: Toro Automotive LLC

Owner/President Name: James L Gonzalez

Company Address: 1001 Guadalupe st

City. State. Zip Code: Laredo Tx 78040

Company Authorized Representative's Signature: Janet Revo.

Company Representative's Name: Janet Revo.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions. pricing and all specifications listed on this document."

29.0 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 the Purchasing Agent at 956-794-1731

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Janet Reyes — Name
Signature — Date 03-06-26

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

30.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Janet Reyes
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; 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.

Janet Reyes.
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 9th day of March 2026.

Guadalupe R. Castillo
Notary Public

My commission expires:

January 29 2030

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2030

31.0

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online. print completed form
and submit with proposal to originating department.
All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ✓ New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

Janet | | Reyes |
First | M.I. | Last | Suffix

***2. Contract Information.**

a) Contract or Project name(s): Vehicle repairs for small & medium size vehicles

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Toro Automotive	Janet Reyes		

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

✓ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

✓ Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

✓ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

✓ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

✓ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

✓ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 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.

✓ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract 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 will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

✓ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

Janet Reyes	Janet Reyes	General Manager
Name (Print)	Signature	Title
TOTO Automotive LLC		02-06-2026
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

32.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. **https://www.ethics.state.tx.us/tec/1295-Info.htm**.

Implementation of House Bill 1295

32.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

32.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1430631

Date Filed:
03/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Toro Automotive LLC
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB 2026-052
Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Janet Reyes, and my date of birth is 08-06-1985.

My address is 1001 Guadalupe st, Laredo (city), TX (state), 78040 (zip code), U.S (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Webb County, State of Texas, on the 06 day of March (month) 2026 (year).

Janet Reyes.
Signature of authorized agent of contracting business entity
(Declarant)

33.0 **Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 25, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 26, 2026.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department
RFB: 2026-052

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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.**

Toro Automotive LLC

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.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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 Janet Reeves

Signature of vendor doing business with the governmental entity

03-06-26

Date



RFB 2026-052
Glz Auto Services
Maria Teresa Gonzalez
Supplier Response

Event Information

Number:	RFB 2026-052
Title:	RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department
Type:	Invitation For Bid
Issue Date:	3/4/2026
Deadline:	3/25/2026 05:00 PM (CT)
Notes:	The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. **If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to

determine the total bid amount of the bid. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Glz Auto Services Information

Contact: Maria T Gonzalez
Address: 2817 San Dario Avenue
Laredo, TX 78040
Phone: (956) 568-0070
Email: glzautoservices@outlook.com

By submitting your response, you certify that you are authorized to represent and bind your company.

City Secretary's Office
Signature

citysecretaryoffice@ci.laredo.tx.us
Email

Submitted at 3/25/2026 09:45:00 AM (CT)

Supplier Note

Manual Submittal

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
3	**State how long under has the business been in its present business name** *No response*
4	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? *No response*
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? *No response*
8	**State if the Company is a certified minority business enterprise** *No response*
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? *No response*

12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** *No response*
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** *No response*
18	**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. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** *No response*
20	**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*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** *No response*
22	**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*

23 **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)

No response

24 **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

25 **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.

26 **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?

No response

27 **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

28 **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*

29 **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*

30 **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*

31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *No response*
32	**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*
33	**Company Information Questionnaire** ☐ *I have completed this section*
34	**Conflict of Interest Questionnaire** ☐ *I have completed this section*
35	**Non-Collusive Affidavit** ☐ *I have completed and included this form*
36	**Discretionary Contracts Disclosure** ☐ *I have completed this section*
37	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☐ *I will comply with this form*

38

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 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. This contract will be awarded to the top three lowest bidders.

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.

☐ *I Agree to the Terms and Conditions*

39 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

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

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and

shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☐ *I agree my insurance meets minumum requirements*

40 **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*

41

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*

42	**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*
43	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*
44	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☐ *Acknowledge*
45	**Required Documentation Upload** Parts Product identification (Mfr.) (**Documentation Shall be uploaded onto Cit-E-Bid)** Parts Type price schedule (dealer, jobber, etc.) (**Documentation Shall be uploaded onto Cit-E-Bid**) Parts Price schedule column on which discount is based (i.e. distributor, net, wholesale) (**Documentation Shall be uploaded onto Cit-E-Bid)** Warranty. **(Documentation Shall be uploaded onto Cit-E-Bid)** ☐ *Vendor has acknowledged questions and answers.*

Bid Lines

1	**Package Header** Section I: Labor Rate Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical, suspension,

braking system, alignments and Power train repairs which includes engine, transmission, axle, etc.)

Quantity: 1 UOM: PKG Total: $212.00

Item Notes:

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $58.00 Total: $58.00

1.2 Field Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $58.00 Total: $58.00

1.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $48.00 Total: $48.00

1.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $48.00 Total: $48.00

2 Package Header

Section II: Parts Price Schedule

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Quantity: 1 UOM: PKG Total: *No response*

Item Notes:

Package Items

2.1 Percent of Discount Offered.

Quantity: 1 UOM: Percent of Discount Offered Total: 15%

Response Total: $212.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

VEHICLE REPAIRS
FOR SMALL AND MEDIUM SIZE VEHICLES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Fleet Department. The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 25, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 26, 2026.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department
RFB: 2026-052

Electronic bid submission:	**Hand-delivered bids are to be submitted in a sealed envelope clearly marked:**
Specifications may be accessed and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	City of Laredo – City Secretary C/O Mario I Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.
**If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

City of Laredo
Purchasing Division
Notice to Bidders

RECD CITY SEC OFF
MAR 4 '26 AM10:55

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions, for awarding an annual contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Fleet Department. The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on March 25, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 26, 2026.**

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Specifications may be accessed and submitted

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https://cityoflaredo.ionwave.net/Login.aspx

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 4th DAY OF MARCH 2026.

for:

Mario I. Maldonado Jr.
City Secretary

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 5512, Thomas Ave, Laredo, TX 78041; 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. **This contract will be awarded to the top three lowest bidders.**

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.

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION) (Not applicable for this contract)

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

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

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-

occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

2.Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

15.2 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

15.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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.

15.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only**

15.5 CONFLICT OF INTEREST FORMS (Attached)

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.

15.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

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 will result in the cancellation of the contract.

16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this 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 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.

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.

17.0 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure 1to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address associated with each submission. It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Formal Invitation for Bids
Vehicle Repairs for Small & Medium Size Vehicles
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, March 13, 2026 before 2:00 P.M.

18.2 Point of Contact

For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ronald W. Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

19.0 Contract Provisions

19.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

19.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

19.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

19.4 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

19.5 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

19.6 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

19.7 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties.

However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

20.0 Specifications

Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

20.1 Parts by contractor will be billed at the discount noted in the Schedule of Items.

20.2 Invoices:

20.2.1 Must be legible and reference a valid purchase order number.

20.2.2 Must be approved by an appropriate City of Laredo Fleet department representative.

20.2.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

20.3 City of Laredo personnel may pickup parts from Contractor's facility.

20.4 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

20.5 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

20.6 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

21.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

22.0 Award of Contract

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. This contract will be awarded to the top three lowest bidders.

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."

Annual Supply/Service Contract: 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.

22.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity. acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after Jan. 1. 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number. the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

23.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three. additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-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. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee. without further action by the Laredo City Council. subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof. on a month to month basis. not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee. and shall not require City Council approval. subject to and contingent upon appropriation of funding therefore. 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.

23.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

24.0 Price Adjustment****

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. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. 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.

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. Documentation may be emailed to ealdape@ci.laredo.tx.us

25.0 Termination of Contract

Either party will have the right to terminate the contract by giving written notice to the other party at least 1 month before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

26.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

27.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this 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 ".

Name of Offeror (Business) Glz Auto Services

Signature of person authorized to sign bid _____ Date 03/24/2026

Print Name of person authorized to sign bid Maria Teresa Gonzalez

Title: Owner

Business Address: 2817 San Dario AVE

City, State, Zip Code: Laredo TX 78040

Telephone Number: 956-568-0070 Fax Number: _____

Contact Person Email Address: glzautoservices@outlook.com

Federal Tax ID Number: 641-56-8391

Bidders Principal/Corporate Place of Business Address: 2817 San Dario Ave Laredo Tx 78040 USA

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: 5 years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes No.

Is any litigation pending against the Business? Yes No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No.

Hs 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 in default? Yes No

Is the Business in arrears in any contract or debt? Yes No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: X

The above minority 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

28.0 Price Schedule

28.1 Section I: Labor Rate

Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical, suspension, braking system, alignments and Power train repairs which includes engine, transmission, axle, etc.)

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 58.00	
Field Labor Rate	$ 58.00	
Diagnostic Shop Labor Rate	$ 48.00	
Diagnostic Field Labor Rate	$ 48.00	

28.2 Section II: Parts Price Schedule

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.) **(Documentation Shall be uploaded onto Cit-E-Bid)**	OEM & Aftermarket
Type price schedule (dealer, jobber, etc.) **(Documentation Shall be uploaded onto Cit-E-Bid)**	Jobber
Price schedule column on which discount is based (i.e. distributor, net, wholesale) **(Documentation Shall be uploaded onto Cit-E-Bid)**	List Price

28.4 Warranty: 30 days
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: Glz Auto Services

Owner/President Name: Maria Teresa Gonzalez

Company Address: 2817 SAN DARIO AVE

City, State, Zip Code: LAREDO TX 78040

Company Authorized Representative's Signature: 

Company Representative's Name: Maria Teresa Gonzalez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

29.0 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 the Purchasing Agent at 956-794-1731

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Maria Teresa Gonzalez — Name
Signature — Date: 03/24/2026

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.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

30.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Maria Teresa Gonzalez
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; 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.

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 24th day of March 20 24.

Notary Public

My commission expires:

7/31/28

EDUARDO J CAVAZOS
Notary Public, State of Texas
Comm. Expires 07-31-2028
Notary ID 4064407

31.0

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department.
All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

Maria	T	Gonzalez	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): RFB 2026-052 RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Maria Teresa Gonzalez			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

X Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

X Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

X Not applicable. No subcontractors will be retained for this contract.

X Subcontractors may be retained, but have not been selected at the time of this submission.

X List of subcontractors: _____

_____

_____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

X Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

X List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

_____

_____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

X Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

X List of contributors: N/A

_____

_____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

X I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

X **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.

X **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP). Request for Qualifications (RFQ). or other solicitation has been released.

This no-contract 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 will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

X I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

X I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form. including any attachments. to the best of my knowledge and belief are true. correct. and complete.

Maria Teresa Gonzalez		Owner
Name (Print)	Signature	Title
Glz Auto Services		03/24/2026
Company or DBA		Date

Please fill this form out online. print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail. send to:
City of Laredo
P.O. Box 579
Laredo. TX 78042-0579

32.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website. please use this link provided. **https://www.ethics.state.tx.us/tec/1295-Info.htm**.

Implementation of House Bill 1295

32.1 Certificate of Interested Parties (Form 1295):

In 2015. the Texas Legislature adopted House Bill 1295. which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law. prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30. 2015. to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

32.2 Filing Process:

Staring on January 1, 2016. the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form. which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission. using the commission's filing application. of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46. Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Glz Auto Services 2817 San Dario Ave. Laredo , TX Usa 78040

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFB 2026-052 (RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department)

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP · SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission | www.ethics.state.tx.us | Adopted 10/5/2015

************DOES NOT NEED TO BE NOTARIZED**********

33.0 **Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 25, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 26, 2026.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department
RFB: 2026-052

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Maria Teresa Gonzalez
(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 24th day of March 2021.

Notary Public

My commission expires:

7/31/2023

EDUARDO J CAVAZOS
Notary Public, State of Texas
Comm. Expires 07-31-2028
Notary ID 4064407

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.**

Glz Auto Services

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/a

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

03/24/2026

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Maria Teresa Gonzalez

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

RFB 2026-052 (RFB 2026-052 Vehicle Repairs for Small & Medium Size Vehicles – Fleet Department)

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*********

					Glz Auto Services (Maria		Andy's Auto Air & Supplies, Inc		Toro Automotive LLC		South Texas Auto Rebuilders,	
					Total Price	$212.00	Total Price	$220.00	Total Price	$279.80	Total Price	$280.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Labor RateVehicle Repairs for small	1	PKG		**$212.00**	$212.00	$220.00	$220.00	$279.80	$279.80	$280.00	$280.00
1.1	Standard Shop Labor Rate	1	Hourly Rate		$58.00		**$55.00**		$69.95		$70.00	
1.2	Field Labor Rate	1	Hourly Rate		$58.00		**$55.00**		$69.95		$70.00	
1.3	Diagnostic Shop Labor Rate	1	Hourly Rate		**$48.00**		$55.00		$69.95		$70.00	
1.4	Diagnostic Field Labor Rate	1	Hourly Rate		**$48.00**		$55.00		$69.95		$70.00	
2	Section II: Parts Price ScheduleThe City reser	1	PKG		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2.1	Percent of Discount Offered.	1	Percent of D		15.0%		20.0%		15.0%		10.0%	

					Rotex Truck Center, Inc		M & V HEAVY EQUIPEMENT		Velazity Automotive Repair,		SAMES MOTOR COMPANY	
					Total Price	$300.00	Total Price	$370.00	Total Price	$700.00	Total Price	$974.90
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Labor RateVehicle Repairs for small	1	PKG		$300.00	$300.00	$370.00	$370.00	$700.00	$700.00	$974.90	$974.90
1.1	Standard Shop Labor Rate	1	Hourly Rate		$75.00		$120.00		$175.00		$225.00	
1.2	Field Labor Rate	1	Hourly Rate		$75.00		$120.00		$175.00		$200.00	
1.3	Diagnostic Shop Labor Rate	1	Hourly Rate		$75.00		$65.00		$175.00		$299.95	
1.4	Diagnostic Field Labor Rate	1	Hourly Rate		$75.00		$65.00		$175.00		$249.95	
2	Section II: Parts Price ScheduleThe City reser	1	PKG		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2.1	Percent of Discount Offered.	1	Percent of D		20.0%		3.0%		10.0%		10.0%	

City of Laredo

City Council

Meeting Date: 4/20/2026 **Resolution 47.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Texas Health and Human Services Commission (HHS) for the Texas Home Visiting (THV) Project Grant in the additional amount of $40,000.00, for a total amount not to exceed $683,443.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Texas Home Visiting (THV) Project Grant - Quality Improvement 2026.

PREVIOUS COUNCIL ACTION
On September 02, 2025, Council approved Resolution 2025-R-206.

BACKGROUND
The City of Laredo Public Health Department is continuing its contract with the Health and Human Services Commission for the continuation of the Texas Home Visiting (THV) Project Grant. Through this agreement, the Public Health Department will provide home visitation services for first-time mothers to enhance early and timely access to women's care, improve women's health outcome and improve children's growth, development and wellness as well as assure prevention of potential risks in women and child neglect and abuse. Providing these services through maternity and prevention routine services will greatly improve outcomes and assure the continuum of care and link first time mothers, their children and their families to all social services needed to improve the quality of life.

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

- **Goal 7.1:** Improve access to health services for all residents
- **Policy 7.1.1:** Expand access to quality health services in underserved neighborhoods
- **Goal 7.3:** Improve maternal and child health outcomes
- **Policy 7.3.1:** Promote early childhood interventions and prenatal care services
- **Policy 7.3.2:** Increase support programs for at-risk families and first-time mothers

Summary of alignment:

This resolution supports the Viva Laredo Comprehensive Plan by expanding early intervention and preventive services that directly enhance maternal and child health outcomes. The Texas Home Visiting Program improves access to prenatal and postnatal care, promotes child development, and

connects vulnerable families to critical social and health services. These services align with citywide goals to strengthen the health and wellness of underserved populations, reduce disparities, and invest in early childhood development as a foundation for long-term community success.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	NFP Quality Improvement 2026 Project Grant
Account #:	226-0000-321-6301
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-321-6301 and the expenditure division is 226-6104 with Project Number HEQI01.

TO: Richard Chamberlain, Health Director
City of Laredo
Contract No. HHS001644500001
Agency Account ID No. 24912495
Unique Entity Identifier (UEI) No. HWX7C56NNUV1

FROM: Kimberly Lee, Director of Grants-Contracting and Fiscal Accountability, Family Support Services

SUBJECT: HHSC NOTICE TO PROCEED (NTP)

DATE ISSUED: January 29, 2026

DATE EFFECTIVE: March 1, 2026

FY 2026 Notification of Funding for Texas Home Visiting (THV) Program Grant

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Award No: 2026-02

Project Period: 4/1/24–8/31/27
Funding Period: 9/1/25–8/31/26

HHSC is awarding your organization a **one-time funding for Fiscal Year 2026 of $40,000** for FY26 Professional Development and Quality Improvement in addition to the previous award of **$643,443** for a total of **$683,443** for the State of Texas Fiscal Year (FY) 2026. Your organization has elected not to receive reimbursement for indirect costs on this Grant. HHSC is distributing the award amount as follows:

1. **MIECHV: $442,152**
   HHSC is partially funding this award for THV services under US Department of Health and Human Services Health Resources and Services Administration (HRSA) Maternal Infant and Early Childhood Home Visiting (MIECHV).

Federal Award Date	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period	Service Code
08/07/25	X1055012	93.870	9/30/25-9/29/27	MI5

Federal Award Date	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period	Service Code
12/23/24	X1054733	93.870	10/2/24–9/29/26	MI5

Federal Award Date	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period	Service Code
6/17/24	X1050331	93.870	9/30/23–9/29/25	MI5

Federal Award Date	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period	Service Code
12/23/24	X1054733	93.870	10/2/24–9/29/26	MI5

Federal Award Date	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period	Service Code
6/17/24	X1050331	93.870	9/30/23–9/29/25	MI5

2. **State General Revenue: $241,291**
   HHSC is partially funding this award for THV services with State general revenue. The service code is TG5.

The most recent federal award notices are available at the following link:

https://www.hhs.texas.gov/business/grants/notices-award.

2026-R-100

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF LAREDO, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT AMENDMENT FROM TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHS) FOR THE TEXAS HOME VISITING (THV) PROJECT GRANT, IN THE ADDITIONAL AMOUNT OF $40,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED $683,443.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – TEXAS HOME VISITING (THV) PROJECT GRANT – QUALITY IMPROVEMENT 2026.

WHEREAS, the Health and Human Services Commission continues to contract with the City of Laredo Public Health Department for the Texas Home Visiting (THV) Grant Program. The Texas Home Visiting Grant Program provides home visitation services for first-time mothers to enhance early and timely access to women's care, improve women's health outcome and improve children's growth, development and wellness as well as assure prevention of potential risks in women and child neglect and abuse and;

WHEREAS, through this program, the City of Laredo Public Health Department provides maternity and prevention routine services that will greatly improve outcomes and assure the continuum of care and link first time mothers, their children and their families to all social services needed to improve the quality of life.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract amendment from the Texas Health and Human Services Commission (HHS) for the Texas Home Visiting (THV) Grant Program, in the additional amount of $40,000.00, for a total not to exceed $683,443.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funding is available in the Laredo Public Health Department Fund - Texas Home Visiting (THV) Grant Program – Quality Improvement 2026.

Section 2: Funding is available in revenue account 226-0000-321-6301 and the expenditure division is 226-6104 with project number HEQI01.

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

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Resolution 48.**

SUBJECT
A resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a Vendor Information Form, negotiate, and potentially enter into a contract with the Department of State Health Services (DSHS) to perform inspection services for Mobile Food Vendors (MFV); and further authorizing the City Manager to execute all necessary documents relating to this contract. There is no financial impact at this time.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo Public Health Department will be impacted by House Bill 2844, passed during the 89th Texas Legislative Session, which establishes a statewide regulatory framework for mobile food vendors and certain retail food establishments under the Texas Department of State Health Services (DSHS), preempting portions of local regulation and standardizing licensing, permitting, and enforcement requirements.
The law requires mobile food vendors to obtain a state-issued license and limits the Department's ability to impose additional permits, fees, or regulations that conflict with state law, including restrictions on local fee structures and expanded exemptions for certain small-scale food businesses.
HB 2844 also shifts primary regulatory oversight to DSHS, with local health departments having the option to enter into agreements with the state to conduct inspections and enforcement activities.
The law will be fully implemented on July 1, 2026.
DSHS is exploring subcontracting with local jurisdictions and is in the early stages of contract development. The vendor information form would allow City of Laredo to continue discussion, potential negotiation and agreement to conduct such inspections on behalf of DSHS.

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

- **Goal 7.2:** Prevent and control the spread of communicable diseases in the community.
- **Policy 7.2.4:** Ensure food safety through inspections, enforcement, and compliance with state and federal regulations.
- **Goal 7.5:** Strengthen public health systems and regulatory coordination.
- **Policy 7.5.1:** Ensure local public health programs and ordinances are aligned with state law and responsive to regulatory changes.
- **Policy 7.5.4:** Collaborate with state agencies to maintain effective oversight and service delivery.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by

ensuring continued food safety oversight and regulatory compliance under the framework established by House Bill 2844. By entering into an agreement with the Texas Department of State Health Services, the City maintains its role in conducting inspections and protecting public health while aligning with state requirements. This action supports the Plan's goals of preventing foodborne illness, strengthening regulatory coordination, and ensuring consistent enforcement of public health standards for mobile food vendors.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

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

FINANCIAL IMPACT:
No Financial impact at this time.

2026-R-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A VENDOR INFORMATION FORM, NEGOTIATE, AND POTENTIALLY ENTER INTO A CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) TO PERFORM INSPECTION SERVICES FOR MOBILE FOOD VENDORS (MFV); AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THIS CONTRACT. THERE IS NO FINANCIAL IMPACT AT THIS TIME.

WHEREAS, The City of Laredo Public Health Department will be impacted by House Bill 2844, passed during the 89th Texas Legislative Session, which establishes a statewide regulatory framework for mobile food vendors and certain retail food establishments under the Texas Department of State Health Services (DSHS), preempting portions of local regulation and standardizing licensing, permitting, and enforcement requirements.

WHEREAS, The law requires mobile food vendors to obtain a state-issued license and limits the Department's ability to impose additional permits, fees, or regulations that conflict with state law, including restrictions on local fee structures and expanded exemptions for certain small-scale food businesses. HB 2844 also shifts primary regulatory oversight to DSHS, with local health departments having the option to enter into agreements with the state to conduct inspections and enforcement activities. The law will be fully implemented on July 1, 2026. DSHS is exploring subcontracting with local jurisdictions and is in the early stages of contract development. The vendor information form would allow City of Laredo to continue discussion, potential negotiation and agreement to conduct such inspections on behalf of DSHS.

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

Section 1: The City Manager is hereby authorized to submit a Vendor Information Form, negotiate, and potentially enter into a contract with the Department of State Health Services (DSHS) to perform inspection services for Mobile Food Vendors (MFV); and further authorizing the City Manager to execute all necessary documents relating to this contract.

Section 2: There is no financial impact at this time.

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

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

By: Landgraf, Raymond H.B. No. 2844

Substitute the following for H.B. No. 2844:

By: King C.S.H.B. No. 2844

A BILL TO BE ENTITLED

AN ACT

relating to the regulation of mobile food vendors; requiring an occupational license; imposing fees; authorizing an administrative penalty.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle A, Title 6, Health and Safety Code, is amended by adding Chapter 437B to read as follows:

CHAPTER 437B. MOBILE FOOD VENDORS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 437B.001. DEFINITIONS. In this chapter:

(1) "Applicant" means a person who applies to the department to receive a license to operate as a mobile food vendor.

(2) "Food vending vehicle" means any motorized vehicle a mobile food vendor uses to sell food and beverages.

(3) "License holder" means a person who holds a mobile food vendor license issued under this chapter.

(4) "Local authority" means a municipality, county, public health authority, special purpose district or authority, or any other political subdivision of this state.

(5) "Mobile food vendor" means any person who dispenses food or beverages from a food vending vehicle for immediate service or consumption.

(6) "Prepackaged food" means any commercially labeled and processed food that is prepackaged to prevent direct human

contact with the food product on distribution from the manufacturer, food facility, or other approved source.

Sec. 437B.002. CONSTRUCTION OF CHAPTER. This chapter may not be construed to require a local authority to enter into a collaborative agreement with the department to conduct health inspections, adopt a program regulating mobile food vendors, or modify a local authority's existing mobile food vendor regulation program, provided the local authority's regulations do not conflict with this chapter.

Sec. 437B.003. LOCAL PREEMPTION. This chapter preempts a local authority's power to prohibit or regulate mobile food vendors in a manner that conflicts with this chapter.

Sec. 437B.004. RULES. The executive commissioner may adopt rules to implement this chapter. The rules must be narrowly tailored to address a demonstrable health or safety risk and may not:

(1) limit the number of mobile food vendor licenses the department may issue;

(2) address the hours of operation for mobile food vendors;

(3) restrict a mobile food vendor's propane capacity below the capacity state law allows for commercial vehicles; or

(4) require a mobile food vendor to:

(A) operate outside a specific perimeter of a commercial establishment or restaurant;

(B) obtain a license or permit for or perform a background or criminal history record check on the vendor's

employees;

(C) enter into any agreement with a commercial establishment or restaurant;

(D) have an operational handwashing sink in the vehicle of a vendor who sells only prepackaged food;

(E) associate with a commissary if the vehicle carries the equipment necessary to comply with state law;

(F) provide the vendor's fingerprints as a condition of holding a mobile food vendor license;

(G) install a global positioning system tracking device on the vehicle;

(H) keep the vehicle in constant motion except when serving customers;

(I) submit to an additional fire inspection a vehicle the vendor demonstrates has passed a state or local fire inspection within the preceding 12 months; or

(J) submit to health inspections other than an inspection the department, or a local authority under a collaborative agreement, conducts unless the department is investigating a reported foodborne illness.

SUBCHAPTER B. LICENSE

Sec. 437B.051. LICENSE REQUIRED. (a) A person may not operate as a mobile food vendor in this state unless the person holds a mobile food vendor's license issued by the department. A separate license is required for each food vending vehicle a mobile food vendor operates.

(b) A local authority may not prohibit the operation in its

jurisdiction of a mobile food vendor who holds a mobile food vendor license and complies with all other state and local laws not in conflict with this chapter.

Sec. 437B.052. FORM OF APPLICATION. The department shall prescribe a written application for a mobile food vendor license. The department shall make the application available to applicants in person and on the department's Internet website.

Sec. 437B.053. APPLICATION REQUIREMENTS. (a) An applicant for a mobile food vendor license must submit an application to the department on the form the department prescribes. The application must contain:

(1) the applicant's name, address, and telephone number;

(2) the name, address, and telephone number of any associated entity or organization the applicant is representing and copies of documents verifying that relationship;

(3) the applicant's primary residences and business addresses during the 12 months preceding the date of the application;

(4) the food or beverages the applicant proposes to sell to enable the department to establish the applicant's food type classification;

(5) a statement of whether the applicant has previously been denied a mobile food vendor license or had a mobile food vendor license suspended or revoked in another state or local jurisdiction and the reasons for any denial, suspension, or revocation; and

(6) for each food vending vehicle the applicant is applying for a license to operate:

(A) the vehicle license number, description, identification number, and registration;

(B) proof of vehicle insurance; and

(C) a copy or proof of any additional commercial vehicle licenses or permits required by this state.

(b) An applicant must attest to the information submitted under Subsection (a).

(c) The department may require an applicant to submit additional information.

(d) An applicant may submit one application for all food vending vehicles to be licensed under this subchapter.

(e) An applicant's failure to submit a complete application may result in denial of a license.

(f) A person may not intentionally provide false information or intentionally omit requested information on an application.

Sec. 437B.054. HEALTH INSPECTION. (a) Not later than the 14th day after the date the department receives a complete mobile food vendor license application, the department or a governmental entity acting under a collaborative agreement as provided by Subchapter D shall conduct a health inspection of each of the applicant's food vending vehicles listed on the application. The department may not issue a license to an applicant whose vehicle does not pass a health inspection.

(b) The department shall ensure that:

(1) an applicant's food vending vehicle is safe for preparing, handling, and selling food; and

(2) an applicant is in compliance with all applicable laws and the rules adopted under those laws.

Sec. 437B.055. ISSUANCE OF LICENSE. (a) The department shall issue a mobile food vendor license to an applicant who submits a complete application, pays any required fee, and meets the department's licensing requirements and whose food vending vehicle passes a health inspection.

(b) A license issued under this section expires on the first anniversary of the date of issuance.

Sec. 437B.056. LICENSE RENEWAL. (a) Before expiration of a license, the department shall send notice of the expiration to the mobile food vendor. The vendor shall submit a renewal application before the date the license expires.

(b) A mobile food vendor may continue to operate while the vendor's application for renewal is pending with the department.

Sec. 437B.057. LICENSE NOT TRANSFERABLE; SUBSTITUTION OF VEHICLE. (a) A mobile food vendor license issued under this subchapter is not transferable and does not authorize the activities of any person other than the person who holds the license.

(b) The sale of one food vending vehicle identified in a mobile food vendor license application, when replaced by another food vending vehicle, does not invalidate the license or require issuance of a new license.

(c) A license holder who replaces a food vending vehicle

with another vehicle must provide to the department for the replacement vehicle the information required by Section 437B.053 and have the replacement vehicle inspected as required by Section 437B.054. The health inspection shall be conducted as soon as practicable but not later than the 14th calendar day after the date the department receives the information required under this section.

(d) The recipient of transferred mobile food vendor business assets must apply for and obtain a new mobile food vendor license before operating as a mobile food vendor.

Sec. 437B.058. FEES. (a) The department may charge a fee for each mobile food vendor license application submitted and each license issued or renewed under this chapter. The department may establish a schedule of fees based on the license classifications described by Section 437B.151. The department shall set the fees in amounts reasonable in relation to the costs of administering this chapter but not more than $150.

(b) The department may charge a fee for a health inspection of an applicant's food vending vehicle required under Section 437B.054. The department shall set the fee in an amount that covers the cost of conducting a health inspection under that section.

(c) At the time the department issues or renews a mobile food vendor license, the department shall charge a fee for a health inspection required under Subchapter D. The department shall set the fee in an amount based on the average cost of conducting a health inspection multiplied by the number of annual health inspections required during the next year for the mobile food

vendor classification type as described by Section 437B.151.

Sec. 437B.059. MOBILE FOOD VENDOR GUIDE. (a) The department shall develop a guide on the mobile food vendor licensing procedures. The guide must include:

(1) instructions for obtaining, maintaining, and renewing a mobile food vendor license; and

(2) a description of the department's standards for inspecting a food vending vehicle.

(b) The department shall make the guide available at the department's office and on the department's Internet website.

Sec. 437B.060. DEPARTMENT DATABASE. (a) The department shall establish and maintain a statewide database for use by the department and local authorities that includes the:

(1) names of mobile food vendors licensed under this chapter;

(2) results of health inspections of mobile food vendors' food vending vehicles, including inspection reports;

(3) public complaints made against mobile food vendors; and

(4) itineraries of mobile food vendors submitted under Subsection (b).

(b) A mobile food vendor may periodically submit to the department an itinerary of the locations of the mobile food vendor's food vending vehicles.

SUBCHAPTER C. MOBILE FOOD VENDOR OPERATIONS

Sec. 437B.101. COMPLIANCE WITH STATE AND LOCAL LAW. A mobile food vendor shall comply with all state and local laws in the

jurisdiction in which the mobile food vendor operates, including all fire codes and zoning codes.

Sec. 437B.102. FOOD VENDING VEHICLE DRIVER REQUIREMENTS. A person who drives a food vending vehicle must hold a current commercial driver's license issued under Chapter 522, Transportation Code.

Sec. 437B.103. OPERATIONAL STANDARDS. A mobile food vendor shall:

(1) submit to and pass any required health inspection conducted under Subchapter D; and

(2) display the mobile food vendor license and health inspection certificate in a conspicuous location for public view.

Sec. 437B.104. FOOD SAFETY. (a) A mobile food vendor shall comply with all laws and rules regarding food safety.

(b) At least one person working in a food vending vehicle must hold a current food safety certification from a food service program accredited as provided by Subchapter D, Chapter 438.

SUBCHAPTER D. HEALTH INSPECTIONS

Sec. 437B.151. MOBILE FOOD VENDOR CLASSIFICATIONS. (a) The executive commissioner by rule shall establish classifications of mobile food vendors for purposes of conducting health inspections as follows:

(1) mobile food type I vendor for a vendor who dispenses prepackaged foods, does not dispense time or temperature control for safety beverages, or poses a low risk of harm to the public;

(2) mobile food type II vendor for a vendor who

dispenses food that requires limited handling and preparation; and

(3) mobile food type III vendor for a vendor who prepares, cooks, holds, and serves food from a food vending vehicle.

(b) The rules adopted under Subsection (a) shall specify the categories of foods or beverages that mobile food vendors in each classification may serve.

Sec. 437B.152. CHANGING CLASSIFICATIONS. A mobile food vendor who seeks to serve food or beverages that may require the vendor's reclassification shall notify the department of the nature of the food or beverages to be sold. The department, or a local authority in a collaborative agreement with the department under Section 437B.153, may conduct a health inspection and reclassify the vendor in accordance with the rules adopted under Section 437B.151.

Sec. 437B.153. INSPECTIONS; COLLABORATIVE AGREEMENT WITH LOCAL AUTHORITY. (a) To protect public health and safety, the department shall ensure ongoing, randomized inspections are conducted on each mobile food vendor based on the mobile food vendor's classification and health inspection grade.

(b) On request by a local authority, the department may enter into a collaborative agreement with the local authority for conducting health inspections. The department shall reimburse the local authority acting under a collaborative agreement for the cost of conducting a health inspection using money collected for health inspection fees under Section 437B.058(c).

Sec. 437B.154. INSPECTION CRITERIA AND GRADING. (a) The

executive commissioner by rule shall establish statewide objective criteria and a score-based grading system for the conduct of health inspections of mobile food vendors by the department or a local authority acting under a collaborative agreement.

(b) The health inspection criteria established under Subsection (a) shall provide a letter grade to a mobile food vendor. The grade of "A," "B," "C," or "F" must be based on the score received during a health inspection.

(c) The department shall provide a certificate of excellence to a mobile food vendor who receives two consecutive grades of "A." The department shall suspend the license of a mobile food vendor who receives a grade of "F" until the vendor:

(1) corrects all violations discovered during the health inspection; and

(2) is reinspected by the department or local authority and receives a grade of "A," "B," or "C" for the reinspection.

Sec. 437B.155. INSPECTION CERTIFICATE. (a) On completion of a health inspection of a mobile food vendor, the department, or local authority operating under a collaborative agreement, shall issue a certificate to the vendor displaying the vendor's letter grade and any applicable achievement of excellence and record the grade in the department's database.

(b) A mobile food vendor shall display the certificate received under Subsection (a) in a conspicuous location within view of customers on the vendor's food vending vehicle.

Sec. 437B.156. FREQUENCY OF INSPECTIONS. The department,

or local authority operating under a collaborative agreement, shall conduct randomized health inspections of mobile food vendors based on the vendor's classification as follows:

(1) a mobile food type I vendor may be inspected only when the department or a local authority receives a public health or safety complaint regarding the vendor unless a health inspection reveals a violation, then the vendor is subject to health inspections at the frequency set for a mobile food type II vendor until the vendor obtains a certificate of excellence;

(2) a mobile food type II vendor shall be inspected once each calendar year unless:

(A) on a health inspection the vendor receives a certificate of excellence, then the vendor shall subsequently be inspected at the frequency set for a mobile food type I vendor; and

(B) the vendor holds a certificate of excellence and receives a score lower than an "A" on a health inspection, then the certificate of excellence is voided and the vendor shall subsequently be inspected once each calendar year; and

(3) a mobile food type III vendor shall be inspected twice each calendar year unless:

(A) on a health inspection the vendor receives a certificate of excellence, then the vendor shall be inspected at the frequency set for mobile food type II vendors; and

(B) the vendor holds a certificate of excellence and receives a score lower than an "A" on a health inspection, then the certificate of excellence is voided and the vendor shall subsequently be inspected three times each calendar year.

Sec. 437B.157. NOTICE OF LOCATION FOR INSPECTIONS. A mobile food vendor shall make available to the department a list of all locations at which the vendor operates. A vendor may provide the list of locations through the vendor's social media or on the vendor's Internet website. If the vendor does not provide the list of operating locations on social media or the vendor's Internet website, the vendor shall submit to the department in the form and manner the department prescribes a list of the locations at which the vendor operates.

Sec. 437B.158. REIMBURSEMENT OF INSPECTION FEE. On request of a mobile food vendor, the department shall reimburse the vendor the portion of the fee charged for each health inspection required under this subchapter that was not conducted by the department or local authority under a collaborative agreement during the time the vendor's license was valid. The department shall reimburse the vendor not later than the 30th day after the date the department receives the vendor's request.

SUBCHAPTER E. INVESTIGATION; ENFORCEMENT

Sec. 437B.201. INVESTIGATION. (a) The department or a local authority may investigate a mobile food vendor on reasonable suspicion the vendor is violating the law or on receipt of a health or safety complaint. The department must record a complaint in the state's mobile food vendor database. The local authority shall report suspected violations of state law to the department and may recommend the department suspend or revoke a mobile food vendor license.

(b) The mobile food vendor shall cooperate with the

department or local authority during an investigation. Failure to cooperate with the department or local authority may result in suspension or revocation of a license.

(c) This chapter may not be construed to impede the department or local authority when conducting an investigation of a reported foodborne illness.

Sec. 437B.202. LICENSE DENIAL, SUSPENSION, OR REVOCATION. The department may deny, suspend, or revoke a mobile food vendor license only if:

(1) the applicant or license holder:

(A) violates this chapter, a rule adopted under this chapter, or a department order;

(B) obtains a license by means of fraud, misrepresentation, or concealment of a material fact;

(C) commits fraud or makes a misrepresentation or false statement in connection with the sale of food or beverages while operating as a mobile food vendor;

(D) is cited three or more times during a 12-month period for a violation of this chapter or rules adopted under this chapter; or

(E) receives a grade of "F" during a health inspection or a complaint made against the license holder is sustained; or

(2) the department determines that material facts or conditions related to the applicant or application provide reasonable justification for the denial, suspension, or revocation of the license.

Sec. 437B.203. NOTICE AND HEARING. (a) The department shall provide written notice to an applicant or license holder that the applicant's mobile food vendor application has been denied or that the license may be suspended or revoked. Not later than 14 calendar days after the date an applicant or license holder receives notice from the department of a denial, suspension, or revocation of a license, the applicant or license holder may request a hearing in the form and manner the department prescribes.

(b) The department shall hold a hearing not later than 14 calendar days after the date the department receives a request for a hearing from a license holder under Subsection (a). Following a hearing under this section, the department shall promptly issue an order that includes findings of fact and conclusions of law.

(c) The department may not suspend or revoke a license until the department issues an order under Subsection (b) unless the department determines that the license holder's mobile food vendor operations pose an imminent threat to the public's health and safety.

(d) The department shall immediately provide notice to a license holder of a suspension or revocation of a license based on an imminent threat to the public's health and safety. Not later than 14 calendar days after the date a license holder receives notice from the department of a license suspension or revocation under Subsection (c), the license holder may request a hearing in the form and manner the department prescribes.

(e) The department shall hold a hearing not later than seven calendar days after the date the department receives a license

holder's request for hearing under Subsection (d). The department shall give priority to a hearing under this subsection over all other license denial, suspension, or revocation proceedings. Following a hearing, the department shall promptly issue an order that includes findings of fact and conclusions of law.

Sec. 437B.204. RIGHT TO APPEAL. Except as otherwise provided by this section, the department's suspension or revocation of a mobile food vendor license and the appeal from that action are governed by the procedures for a contested case hearing under Chapter 2001, Government Code.

Sec. 437B.205. ADMINISTRATIVE PENALTY. A license holder who continues to operate after the department suspends or revokes the license holder's mobile food vendor license is subject to an administrative penalty in an amount the department determines.

SECTION 2. Section 437.0055(a), Health and Safety Code, is amended to read as follows:

(a) A person may not operate a food service establishment, retail food store, [~~mobile food unit,~~] or temporary food service establishment located in an area in which a county or public health district does not require a permit or conduct inspections under this chapter unless the person has a permit issued by the department.

SECTION 3. Section 437A.003, Health and Safety Code, is repealed.

SECTION 4. (a) Chapter 437B, Health and Safety Code, as added by this Act, applies to an ordinance, rule, regulation, policy, or procedure adopted before, on, or after the effective

date of this Act.

(b) Not later than May 1, 2026, the executive commissioner of the Health and Human Services Commission shall adopt the rules required by Chapter 437B, Health and Safety Code, as added by this Act.

(c) A mobile food vendor is not required to hold a license under Chapter 437B, Health and Safety Code, as added by this Act, before July 1, 2026.

SECTION 5. (a) Except as provided by Subsection (b) of this section, this Act takes effect July 1, 2026.

(b) Section 437B.004, Health and Safety Code, as added by this Act, takes effect September 1, 2025.

Texas Health and Human Services Commission
Vendor Information Form (VIF)

Instructions: This form must be completed and submitted with **each** new contract, amendment, renewal, and/or extension.
(Please type or print information.)

SECTION 1: Contractor's General Information

Legal Contractor's Name:	City of Laredo Public Health		
Legal Doing Business As (DBA) Name:	Laredo Public Health Environmental Health Division		
Physical Address:	2600 Cedar Ave. Laredo, Texas 78040		
Remit To (Payment) Address:	Laredo Public Health 2600 Cedar Ave. Laredo, Texas 78040		
Enter one of the following:	☐Texas Identification Number (TIN): ☐Federal Employer Identification Number (FEIN): ☐Social Security Number (SSN):		
Select the Legal Status:	☐ For-profit Entity	☐ Non-profit Entity	
Select the Business Structure:	☐ Corporation ☐ Joint Venture ☐ Partnership***** ☐ Limited (Liability) Company ☐ Limited (Liability) Partnership ☐ Sole Proprietorship ☒ Governmental Entity (must specify): City of Laredo Public Health ☐ Other (must specify): ***** If Partnership, must provide SSN or TIN for minimum of two partners		
	Partner Name:	TIN or SSN:	
	Partner Name:	TIN or SSN:	
If applicable, enter appropriate information:	State of Incorporation:	Texas Charter Number:	Name of Parent Entity:

SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract	Point of Contact for Contract
Name:	Name:
Title:	Title:
Mailing Address:	Mailing Address:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:

SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number

SECTION 4: PCS Contract Administration Office Use Only

Contractor to Receive Payment: ☐ No ☐ Yes	
Contract Number:	

City of Laredo

City Council

Meeting Date: 4/20/2026 **Resolution 49.**

SUBJECT
A resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit an application to the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Implementing Zero Suicide in Health Systems Program Grant, in the total estimated amount of up to $2,000,000.00, with no match for the City of Laredo Public Health Department, for a total of a five (5) year term, to be effective on September 30, 2026 through September 29, 2031, and further authorizing the City Manager to execute all documents resulting from the award of this grant. Any funding as a result of this application will be appropriated in the Laredo Public Health Department Fund - Implementing Zero Suicide in Health Systems Program Grant.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo Public Health Department wishes to apply for this funding opportunity by the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Implementing Zero Suicide in Health Systems. Through this program Laredo Public Health will be able to provide support to healthcare systems in implementing the Zero Suicide framework, an evidence-based approach designed to reduce suicide ideation, attempts, and deaths among individuals at risk. The Zero Suicide model focuses on strengthening system-wide capacity through workforce training, early identification, evidence-based treatment, and improved care coordination. This funding opportunity addresses the growing need for comprehensive and data-driven suicide prevention efforts across healthcare settings.

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

- **Goal 6.2:** Promote psychological and emotional well-being.
- **Policy 6.2.2:** Implement coordinated strategies to prevent suicide and improve behavioral health outcomes.
- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.2:** Increase access to mental and behavioral health services for underserved populations.
- **Goal 7.4:** Foster a culture of health through education and public health initiatives.
- **Policy 7.4.4:** Support evidence-based programs and training that improve mental health prevention and treatment.
- **Goal 7.5:** Strengthen public health systems and partnerships.
- **Policy 7.5.4:** Collaborate with healthcare systems and community partners to improve

coordination of care.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by advancing a comprehensive, evidence-based approach to suicide prevention through the implementation of the Zero Suicide framework. The program strengthens healthcare system capacity by enhancing workforce training, early identification of at-risk individuals, and coordination of care across providers. By expanding access to behavioral health services and improving system-wide response to mental health crises, the initiative directly supports the Plan's goals of promoting mental wellness, reducing suicide risk, and strengthening integrated public health and healthcare systems.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/A
Source of Funds:	Implementing Zero Suicide in Health Systems
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funds will be appropriated once awarded.

Follow the six steps in the application process:

1. Review the Opportunity
2. Get Ready to Apply
3. Prepare Your Application
4. Learn About Review and Award
5. Submit Your Application
6. Learn About What Happens After Award

Substance Abuse and Mental Health Services Administration (SAMHSA)

NOFO Name: Implementing Zero Suicide in Health Systems

Short Title: Zero Suicide

NOFO Number: SM-26-008

Step 1: Review the Opportunity

Basic Information

Key Facts

Opportunity Name: Implementing Zero Suicide in Health Systems

Short Title: Zero Suicide

Opportunity Number: SM-26-008

Announcement Version: Original

Federal Assistance Listing: 93.243

Eligible Applicants: Eligibility is statutorily limited to community-based primary care or behavioral health care settings, emergency departments, State mental health agencies, public health agencies, United States territories, and Indian Tribes/tribal organizations.

See **Eligibility** for complete eligibility information.

Key Dates

Application deadline: 04/20/2026

Expected Award Date: 09/01/2026

Expected Start Date: 09/30/2026

Response to Executive Order 12372: See **Intergovernmental Review** and ***Section J*** in the *Application Guide.*

Important Resources

Applicants are expected to follow guidance provided in the ***FY 2026 NOFO Application Guide*** (the *Application Guide*). This document provides information about the application process, including registration, required attachments, budget, and federal policies and regulations. In addition, see the **SAMHSA Grants Glossary** for definitions of terms used in this NOFO.

Authorizing Statute

Section 520L of the Public Health Service Act, 42 USC 290bb-43, as amended.

Agency Contacts

Program and Eligibility Questions

Center for Mental Health Services
Whitcomb Wakefield-Terpening
240-276-2911
zerosuicide@samhsa.hhs.gov

Financial and Budget Questions

Office of Financial Resources
Division of Grants Management
240-276-1940
NOFOBudget.CMHS@samhsa.hhs.gov

Review Process and Application Status Questions

Office of Financial Resources
Division of Grant Review
Jasmine Magruder
240-276-1200
Jasmine.Magruder@samhsa.hhs.gov

Summary

The purpose of this program is to provide resources to healthcare systems for implementing the Zero Suicide framework for adults who are at risk of suicide. Award recipients are expected to implement all seven elements of the Zero Suicide framework: Lead, Train, Identify, Engage, Treat, Transition, and Improve. With this program, SAMHSA aims to reduce suicide ideation, suicide attempts, and deaths due to suicide. This program is designed to advance **SAMHSA's Strategic Priorities** and the **Make America Healthy Again agenda**.

Funding Details

Funding Type: Cooperative Agreement

Estimated Total Available Funding: $16,110,545

Estimated Number of Awards: 31 (At least two awards will be made to a Tribe/Tribal organization pending adequate application volume).

Estimated Award Amount:

- Up to $700,000 per year for states, the District of Columbia, and U.S. territories
- Up to $400,000 per year for Tribes, Tribal organizations, community-based primary care, or behavioral health care organizations; emergency departments; and other local public health agencies.

Length of Project Period: Up to 5 years

Your annual budget cannot be more than $700,000 per year for states, the District of Columbia, and U.S. territories; or $400,000 per year for Tribes, Tribal organizations, community-based primary care, or behavioral health care organizations; emergency departments; or other local public health agencies in total costs (direct and indirect) in any year of the project. Annual continuation awards are contingent on the availability of funds, progress in meeting project goals and objectives, timely submission of required data and reports, compliance with all terms and conditions of award, and alignment with SAMHSA, HHS, and Trump Administration priorities.

Program Description

Purpose

The purpose of this program is to provide resources to healthcare systems for implementing the Zero Suicide framework for adults who are at risk of suicide. Award recipients are expected to implement all seven elements of the Zero Suicide framework: Lead, Train, Identify, Engage, Treat, Transition, and Improve.

The Zero Suicide model is a comprehensive, multi-setting approach grounded in the belief that suicide deaths within care systems can be preventable. This model is built on foundational principles that emphasize:

- Suicide prevention by improving access to high-quality, timely services.
- Taking systematic steps across all levels of care to foster a culture that no longer finds suicide acceptable or inevitable.
- Adopting and sustaining evidence-based practices that reduce suicide deaths and behaviors when integrated across an entire system of care, anchored in strong, compassionate client-staff interactions.

This program supports organizations in transforming care delivery and strengthening system-wide suicide prevention capacity. The program advances the Zero Suicide Framework's goals by improving identification and engagement of individuals at risk, enhancing care coordination, and fostering continuous quality improvement through data-informed practice.

According to the Centers for Disease Control and Prevention (CDC), in 2023 over 49,400 lives were lost to suicide in the United States—an increase of approximately 35% since 2000.[1] Suicide remains among the leading causes of preventable death, with significant disparities across demographic groups:

- Older adults (aged 75 and older) continue to experience the highest rates of suicide of any age group.
- Non-Hispanic American Indian and Alaska Native (AI/AN) populations have the highest rate overall—26.7 per 100,000 in 2023 compared with other racial and ethnic groups.
- Men die by suicide nearly four times more often than women, particularly in older age groups.
- For women, suicide rates are highest for those ages 45–54, with suicide rates for this age group almost doubling over the last 20 years.[1]

These data underscore the urgent need for a coordinated and comprehensive approach to suicide prevention. Through this initiative, recipients will implement the full Zero Suicide Framework to strengthen care systems, promote recovery-oriented practice, and ensure that every adult at risk of suicide is identified, supported, and never lost in the continuum of care.

All activities proposed in your application and budget narrative must align with the current Executive Orders (EOs) and SAMHSA Strategic Priorities. In addition, the application and budget narrative must not support harm reduction as outlined in SAMHSA's Dear Colleague Letter on harm reduction. Discretionary awards shall not be used to fund, promote, encourage, subsidize, or facilitate: racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation; denial by the recipient of the sex binary in humans, or the belief that sex is a chosen or mutable characteristic; illegal immigration; or any other initiatives that compromise public safety or promote anti-American values. If an application does not align, the application will not receive funding.

Key Personnel

Key Personnel are essential to the successful implementation and oversight of your SAMHSA-funded project. These individuals, even if their salaries are not paid by this grant, must play a substantive role in project execution and be actively involved in monitoring, reporting, and compliance activities throughout the project period.

The Key Personnel for this program are as follows:

[1] https://www.cdc.gov/suicide/facts/data.html

- **Project Director (PD):** The PD must oversee the grant to ensure goals are met, all reports are filed on time, and all rules are followed. The PD requires a minimum 50% level of effort of a full-time equivalent (FTE) position.
- The **Evaluator** is responsible for tasks related to data collection and other evaluation activities**.** The Evaluator requires a minimum 50% level of effort of an FTE position.

The PD and Evaluator roles must be filled by **two different individuals**.

Below are the expectations, requirements, and compliance obligations for Key Personnel under this NOFO:

- Key Personnel are expected to participate regularly in program monitoring and maintain consistent communication with SAMHSA staff.
- Key Personnel selected/hired for this grant must be based only on merit and qualifications.
- Applicants are responsible for ensuring Key Personnel have the skills, time, and commitment to meet the expectations of the grant.
- If awarded funding, approved Key Personnel will be identified on the Notice of Award.
- Changes to Key Personnel require written prior approval from SAMHSA. This includes:
    - Replacing or removing Key Personnel, or
    - Reducing any Key Personnel's level of effort by 25% or more.

Required Activities

Funds for this program are primarily used to support capacity building. Capacity building involves strengthening the ability of your organization to meet identified goals so that it can sustain or improve the delivery of services.

- In the Project Narrative (**B.2),** you must provide a description of how you will implement all the required activities listed below.

Nothing in the required or allowable activities described below allows grant recipients to use grant funds for prohibited activities described in the Funding Restrictions and Limitations section of this NOFO.

The requirements detailed below follow the Zero Suicide framework and the Zero Suicide seven elements: lead, train, identify, engage, treat, transition, and improve.

1. **LEAD: Establish a Zero Suicide Oversight Steering Council**

Establish a Zero Suicide Oversight Steering Council to lead a system-wide change committed to reducing suicide. The Council will oversee the development, implementation, and quality improvement of the program. The Council must include representatives from the following:

- Organization's senior leadership
- Emergency department or crisis systems
- Primary care providers
- Behavioral health care providers
- Providers and people with lived experience of suicidal ideation or suicide attempts

The Council is responsible for the following:

- Completing a Zero Suicide organizational self-study to determine priorities and set organizational goals within the first 4 months.
- Conducting Zero Suicide Workforce Survey for assessing knowledge, practices, and confidence on suicide prevention and intervention.

2. **TRAIN: Develop and implement healthcare workforce training programs**

Develop and implement healthcare workforce (clinical and non-clinical) training programs, taking into consideration any adaptations for disproportionately impacted communities.

- **Training for both clinical and non-clinical workforce** should include lethal means counseling training (Example: Counseling on Access to Lethal Means).
- **Training programs for a non-clinical workforce** (with less advanced skills, who are in contact with individuals who are suicidal or are at risk for suicide) could include:
    - Question-Persuade-Refer (QPR)
    - Suicide Alertness for Everyone: Tell, Ask, Listen, and Keep Safe (safeTalk) Living Works
    - Applied Suicide Intervention Skills (ASIST) training. Other trainings from the Zero Suicide Toolkit.
- **Training programs for the clinical workforce** (who are in frequent contact with individuals who are at risk or are suicidal) should focus on delivery of evidence-based practices (EBPs) that specifically treat suicidal ideation and behaviors. Examples from the Zero Suicide Toolkit include:
    - Assessing and Managing Suicide Risk (AMSR)
    - Recognizing & Responding to Suicide Risk (RRSR)
    - Chronological Assessment of Suicide Events (CASE)

3. **IDENTIFY: Develop and implement a plan to screen and assess all individuals**

Develop and implement a plan to screen and assess all individuals for suicidal ideation,

including those at risk for suicide.[2]

Screening and assessment tools could include**:**

- Ask-Suicide-Screening Questions (ASQ)
- Columbia-Suicide Severity Rating Scale (C-SSRS)- Screening version
- PatientHealth-Questionnaire-9 (PHQ-9)
- The Patient Safety Screener (PSS-3)

Risk Assessment tools could include:

- Beck Scale for Suicide Ideation (BSS)
- Columbia-Suicide Severity Rating Scale (C-SSRS) Risk Assessment version
- Scale for Suicide Ideation–Worst (SSI-W)
- Suicide Behaviors Questionnaire – Revised (SBQ-R)

4. **ENGAGE: Design suicide care management guidelines and implement suicide care management policies**

Design suicide care management guidelines and implement suicide care management policies (i.e., suicide care management plan) so all individuals at risk of suicide are involved.

Individual progress should be continuously monitored through their electronic health record (EHR) or other data management systems, with adjustments to treatment made if needed.

The suicide care management plan must include the following:

- Protocols for collaborative safety planning and reducing access to lethal means. Examples include the Stanley-Brown Safety Plan and Crisis Response Plan (Rudd & Bryan).
- Rapid follow-up of adults who have attempted suicide or experienced a suicidal crisis after being discharged from a treatment facility (e.g., local emergency departments,

[2] If grant recipients use digital tools, AI-enabled systems, predictive analytics, or chatbots in screening or identification, they must ensure such tools are clinically validated for suicide risk detection, maintain human clinical oversight at all times, prohibit automated agents from delivering crisis intervention unless FDA-regulated or otherwise certified for use with suicidal individuals, and establish procedures for monitoring tool accuracy (including false negatives and false positives).

inpatient psychiatric or medical facilities) or a mobile crisis response team, including direct linkage with appropriate health care agencies to ensure coordinated care services are in place.

- Protocols to ensure individuals' safety, especially among high-risk adults in healthcare systems who have attempted suicide, experienced a suicidal crisis, and/or have a serious mental illness. This must include:
    - Outreach telephone contact within 24 to 48 hours after discharge.
    - Securing an appointment for follow-up care within one week of discharge.

5. **TREAT: Implement effective evidence-based treatments**

Implement effective evidence-based treatments that directly address suicidal thoughts and behaviors. Individuals at risk of suicide should be treated timely and in the least restrictive setting possible.

Examples of evidence-based treatments from the Zero Suicide Toolkit include:

- Cognitive Behavioral Therapy for Suicidal Patients (CBT-SP)
- Brief Cognitive-Behavioral Therapy (BCBT)
- Dialectical Behavior Therapy (DBT)
- Attempted Suicide Short Intervention Program (ASSIP)
- Collaborative Assessment and Management of Suicidality (CAMS)

6. **TRANSITION: Develop and implement policies and procedures to transition care and supports for individuals who are at risk of suicide.**

Develop and implement policies and procedures to:

- Transition individuals in care with warm hand-offs and supportive contacts. Statistically, the transition period with the highest risk is between inpatient and outpatient care, however, each transition is a vulnerable time and requires careful planning to make sure individuals receive the care they need.
- Establish procedures for rapid follow-up and supportive contacts for individuals on a suicide care management plan (i.e., a pathway to care).
- Establish direct linkages with appropriate outside organizations, including local crisis centers.

7. **IMPROVE: Develop and implement a strategic plan to improve policies and procedures**

Develop and implement a strategic plan to improve policies and procedures. This should include but not be limited to the following:

- A continuous review of deaths by suicide and non-fatal suicide attempts across all populations
- Reviews of patient care outcomes
- Fidelity of evidence-based practice implementation and to the components of the Zero Suicide model
- Incorporation of implementation metrics

8. **Incorporate principles of increasing access to suicide prevention within the Zero Suicide framework**

Incorporate principles where everyone has the same opportunity to access suicide prevention within the Zero Suicide framework.

Allowable Activities

Allowable activities are **not** required. However, your organization may propose to use funds for the following activities:

1. Participate in SAMHSA-specific and/or the Department of Health and Human Services (HHS)-wide Zero Suicide Learning Collaboratives to facilitate the HHS-wide suicide prevention implementation goal of translating research to practice across HHS agencies (National Institute of Mental Health (NIMH), SAMHSA, Health Resources and Services Administration (HRSA), Indian Health Service (IHS)).
2. **For State recipients**, work with the state mental health authority to link to the state's Mental Health Block Grant 5 percent crisis set-aside to support evidence-based crisis systems.
3. Participate in the Zero Suicide Institute (ZSI)'s national data collection effort.
4. Work with the Veterans Health Administration (VHA) and community-based outpatient clinics, state departments of veteran affairs, and national SAMHSA and Veterans Administration (VA) suicide prevention resources to engage and intervene with veterans at risk for suicide but not currently receiving VA services.
5. Implement community engagement activities.
6. Consider the communities that will be affected by this project and engage them in the overall program planning. To do so, SAMHSA encourages applicants to:
   - Engage communities, when practicable, during the design phase,
   - Develop programs in consultation with communities benefiting from or impacted by the program, and
   - Consider available data, evidence, and evaluation results from past programs to make every effort to extend eligibility requirements to all potential applicants.

Eligibility

Eligible Applicants

Eligibility is statutorily limited by Section 520L of the Public Health Service Act [290bb–43] to:

- Community-based primary care or behavioral health care settings
- Emergency departments
- State mental health agency (or State health agency with mental or behavioral health functions)
- Public health agencies
- Territories of the United States
- Indian Tribes or Tribal organizations (as the terms "Indian tribe" and "tribal organization" are defined in **Section 5304 of Title 25**).

At least two awards will be made to a Tribe/Tribal organization pending adequate application volume.

Recipients who received funding under NOFO SM-23-011 **are not eligible** to apply. **Refer to Appendix A for a complete list of Zero Suicide Ineligible Applicants.**

For general information on eligibility for federal awards, see **the Grants.gov website**. For specific eligibility questions, see **Agency Contacts**.

Cost Sharing

Cost sharing/match is not required for this program.

Data Collection, Performance Measurement, and Performance Assessment

You must collect and report data and document your plan for data collection and reporting in **Section D** of your Project Narrative.

You must collect and report selected program-level indicators on a quarterly basis. The data collection and reporting tool and related guidance will be provided post-award.

You can visit **SAMHSA's Performance Measures** webpage to view the performance measurement tools. Training and technical assistance on SAMHSA's Performance Accountability and Reporting System (SPARS) data collection and reporting will be provided after award. Recipients must collect and report data on the following program-level indicators:

- Number of individuals trained in suicide risk assessment as a result of grant

- Number of individuals screened for suicidal risk as a result of grant
- Number of individuals who had a positive screen for suicide risk
- Number of individuals who received a brief intervention for suicide prevention
- Number of individuals who received mental health services (for suicide treatment)

You will receive training and technical assistance on SPARS after award

The data you collect allows SAMHSA to report on key outcome measures. Performance data will be reported to the public.

Performance Assessment

Discretionary awards should include clear benchmarks/objectives for measuring success and progress toward relevant goals. You are required to submit programmatic progress reports that demonstrate if you are meeting the objectives selected for this project, achieving the anticipated outcomes, and if any changes need to be made. You must review your performance data to find out if you are making progress and improving project management. Refer to **Reporting Requirements** for information on submitting these reports.

For more information on completing this section, see **Developing Goals and Measurable Objectives** and **Developing the Plan for Data Collection and Performance Measurement**.

Using Evidence-Based, Evidence-Informed, and Community-Defined Practices

SAMHSA funds are used to provide services or practices that are proven to be evidence based and are appropriate for the individuals to be served by the project. In **Section C** of the Project Narrative, you must identify the evidence-based practice (EBP), evidence-informed practice (EIP), and/or community-defined practice (CDP) that will be used. For more information, see the **Grants Glossary.**

If an EBP(s) exists for the individuals to be served and types of problems or disorders being addressed, it is expected you will use the available EBP(s). If an EBP does not exist but there are evidence-informed practices that are appropriate, you may implement these interventions. In **C.3**, you must discuss how you will ensure the fidelity of the practices you will implement.

You can visit SAMHSA's **Evidence-Based Practices Resource Center** to identify the appropriate suicide prevention, intervention, and postvention practices that can be used in your project, including suicide risk identification and treatment.

Cooperative Agreement Requirements

These awards are being made as cooperative agreements because they require substantial post-award federal staff participation in the oversight of the project.
Under this cooperative agreement, the roles and responsibilities of your organization and SAMHSA staff are:

Grant recipient roles:

- Comply with terms and conditions of this cooperative agreement.
- Work with SAMHSA staff in implementing and monitoring the project.
- Submit performance measures data via SPARS.
- Submit all required performance assessments, evaluations, financial reports, and continuation award applications.
- Attend and participate in calls with your Government Project Officer (GPO).
- Attend and participate in virtual meetings.

SAMHSA staff roles:

Your **GPO** is responsible for program monitoring, providing technical assistance, and conducting site visits. Your GPO will work with you on implementing program and evaluation activities and make recommendations about program continuance.

SAMHSA staff will:

- Schedule routine conference calls and provide technical assistance and consultation.
- Review or approve one stage of a project before work may begin on a later stage during a current approved project period.
- Review and approve publication of project results, packaging and dissemination of products and materials to make finding available to the field.
- If indicated, review and approve the development and implementation of a multi-site evaluation in partnership with evaluation contractors and other award recipients.

Your **Grants Management Specialist (GMS)** within SAMHSA's Office of Financial Resources is responsible for ensuring that your project complies with all applicable federal laws, regulations, guidelines, and the terms and conditions of award. They will frequently participate with your SAMHSA GPO on the monthly monitoring calls.

SAMHSA Strategic Priorities and Other Expectations

When developing your project, you must consider **SAMHSA's Strategic Priorities**, which includes recovery, a commitment to innovation, data, gold-standard science, and access to high

quality services for all, which align with the Administration's **Make America Healthy Again Commission**. In addition, there are other expectations included in *Section I* in the *Application Guide* that you must consider as you design your project.

As a part of the project funded under this NOFO, the recipient is required to adhere to the following principles where consistent with the authority and scope of the award and its activities:

1. **Evidence-Based and Outcome-Focused Practices:** Design and deliver services using evidence-based or evidence-informed approaches grounded in gold-standard science, establish measurable performance goals, and use data to monitor outcomes and drive continuous improvement and accountability.
2. **Program Integrity and Fiscal Stewardship:** Administer funds in accordance with all applicable federal statutes, regulations, and award conditions; maintain strong internal controls; and ensure the efficient and effective use of taxpayer dollars while preventing waste, fraud, and abuse.
3. **Partnership and Coordination:** Consistent with program purpose and authorization, coordinate with law enforcement, juvenile and criminal justice systems, civil courts and civil commitment systems (including Assisted Outpatient Treatment programs where available and in alignment with state law), crisis services (including the 988 Crisis and Suicide Lifeline), and state, tribal, territorial, local, and community partners, as appropriate, to engage individuals in prevention activities, treatment, and support while tailoring services to meet community needs.

In addition, the recipient should advance the following objectives in programs that are authorized to advance them:

4. **Treatment for Serious Mental Illness and Complex Needs:** Serve individuals with the most serious and complex behavioral health needs, including those with serious mental illness and co-occurring substance use and mental health disorders, through access to evidence-based treatment.
5. **Crisis Intervention and Emergency Services:** Expand access to crisis intervention care and services, coordinating with crisis systems and first responders to ensure public safety and suicide prevention.
6. **Recovery, Sobriety, and Self-Sufficiency:** Provide support and treatment to help individuals achieve long-term recovery, sobriety, independence, and improved functionality in work-life responsibilities.

The recipient must demonstrate ongoing compliance with these principles and objectives, in all programs that are authorized to advance them, through program design, implementation, reporting, and evaluation. Failure to meaningfully align funded activities with the applicable requirements may result in corrective action, additional reporting requirements, or other

enforcement actions consistent with federal grant regulations found at 2 C.F.R. Part 200 and the terms and conditions of this award.

Recipient Meetings and Technical Assistance

You are expected to participate in SAMHSA technical assistance activities as directed by SAMHSA.

We expect your attendance at an in-person meeting in years 2 and 4 of your award. You must send a maximum of three people, including the Project Director and Lead Evaluator, to these meetings.

A detailed budget and budget narrative for in-person travel costs must be included in the budget you submit with your application. For budgeting purposes, these meetings are usually held in the Washington, D.C., metropolitan area for up to three days.

Budget revisions will be considered if SAMHSA decides to have a virtual meeting.

Funding Restrictions and Limitations

The following are funding restrictions for this project:

- Food is an unallowable expense.
- Capitalizable infrastructure, such as computer systems or software, is recoverable as depreciation through an approved negotiated indirect cost rate or 15 percent de minimis rate in accordance with your organization's existing capitalization/amortization policies.
- Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4).
- Discretionary awards shall not be used to fund, promote, encourage, subsidize, or facilitate:
    - racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation.
    - denial by the recipient of the sex binary in humans, or the belief that sex is a chosen or mutable characteristic.
    - illegal immigration; or
    - any other initiatives that compromise public safety or promote anti-American values.
- Discretionary awards must not support harm reduction as outlined in SAMHSA's Dear Colleague Letter on harm reduction.

- Discretionary awards must not support "housing first" policies that fail to ensure accountability and fail to promote treatment, recovery, and self-sufficiency.

You must also comply with SAMHSA's Standards for Financial Management, Standard Funding Restrictions and Principles in *Section G* in the *Application Guide*.

All activities proposed in your application and budget narrative must align with the current Executive Orders, SAMHSA Strategic Priorities, and where applicable, demonstrably advance the President's policy priorities. If an application does not align, the application will not receive funding.

Step 2: Get Ready to Apply

Get Registered

SAM.gov

You must have an active account with SAM.gov to apply. SAM.gov registration can take several weeks. Begin that process today.

To register:

- Go to SAM.gov Entity Registration and select Get Started. From the same page, you can also select the Entity Registration Checklist for the information you will need to register.
- You must agree to the financial assistance general certifications and representations specifically. Those for contracts are different.

When you register, you will also receive your required Unique Entity Identifier (UEI).

Once you register:

- You will have to maintain your registration throughout the life of any award.
- If your organization has multiple UEIs, use the one associated with your physical location.

Grants.gov

You must also have an active account with **Grants.gov**. You can see step-by-step instructions in the Grants.gov **Quick Start Guide for Applicants**.

eRA Commons

You must register in **eRA Commons**. Register at least six weeks before the application deadline.

See guidance at **eRA Help and Tutorials** and *Section A* in the *Application Guide.*

Find the Application Package

The application package has all the forms you need to apply. You can find it online. Go to **Search Grants at Grants.gov** or **eRA ASSIST** and search for opportunity number: SM-26-008.

If you can't use Grants.gov to download application materials, you may request them from **dgr.applications@samhsa.hhs.gov**

Step 3: Build Your Application

Application checklist

Make sure that you have everything you need to apply:

Narratives

Component	Form to use	Page limit
☐ Project abstract	Project Abstract Summary Form	1 page
☐ Project narrative	Project Narrative Attachment form	15 pages
☐ Budget narrative	Budget Narrative Attachment form	None

Attachments

Insert each in the Other Attachments form (Grants.gov) or Other Narratives Attachment form (eRA ASSIST) in this order.

Component	Page limit
☐ 1. Letters of commitment, if applicable	None
☐ 2. Data collection instruments and interview protocols	None
☐ 3. Sample consent forms	None
☐ 4. Project timeline	2 pages
☐ 5. Biographical sketches and position descriptions	See: **Biographical Sketches**
☐ 6. Confidentiality and SAMHSA Participant Protection	None
☐ 7. Letter to the Single Point of Contact	None

☐ 8. Documentation of nonprofit status	None
☐ 9. Negotiated Indirect Cost Rate Agreement (NICRA), if applicable	None

Other required forms

Use each required form in Grants.gov or eRA.

Component5	Page limit
☐ Application for Federal Assistance (SF-424)	None
☐ Budget Information for Non-Construction Programs (SF-424A)	None
☐ Project/Performance Site Location(s)	None
☐ Grants.gov Lobbying Form	None

Application Contents and Format

This section includes guidance on each item found in the application checklist.

The following links contain information on:

- **Formatting instructions and information on system validation requirements**
- **Completing forms and required components** (***Section A*** in the *Application Guide*)

Project Abstract

Page limit: 1 page

Your project abstract should include:

- The project name,
- The geographic area that will be reached through the grant activities and the capacity development needed in the geographic area that will be addressed through the grant,
- The population of focus that will benefit from the capacity building,
- If services will also be provided, include a description of the population planned to be served (age range, distribution, clinical characteristics, e.g. diagnoses, service needs, etc.),
- Strategies and interventions to increase capacity that will be implemented through the grant,
- Project goals, and
- Measurable objectives (whenever possible, focus on objectives that relate to **SAMHSA's Strategic Priorities**).

In the first five or fewer lines of your abstract, write a summary of your project that can be used in publications, reports to Congress, and press releases, if you are funded.

Project Narrative

Page limit: 15 pages

Filename: Project narrative

In developing your Project Narrative:

- Provide a detailed response to the **merit review criteria.**
- Follow the **required formatting instructions.**
- Stay within the page limit or we will not review your application. We recommend page limits for the subsections, but they are for guidance only. You may place citations in an attachment, which does not count in the 10-page limit.

Budget Narrative

Page limit: none

Filename: BNF

The budget narrative supports the information you provide in Standard Form 424-A. See **Other Required Forms**.

It includes added detail and justifies the costs you request. As you develop your budget, consider:

- Whether the costs are reasonable and consistent with your project's purpose and activities.
- The restrictions on spending funds. See **funding limitations**.

To create your budget narrative, see detailed instructions and a template in in the *Application Guide.*

Attachments

You will upload attachments in Grants.gov using the **Other Attachments form** or in eRA ASSIST using the **Other Narratives Attachment form**.

Use only the following attachments listed. If your application includes any attachments not required in this document, they will be disregarded.

Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do.

Name the attachments: Attachment 1, Attachment 2, and so on.

Attachment 1: Letter(s) of Commitment (LOC)

Include LOCs from any organization(s) partnering in the project. **Do not include any letters of support. Reviewers will not consider them.** A letter of support describes general support of the project, while an LOC outlines the specific contributions an organization will make in the project.

Attachment 2: Data Collection Instruments and/or Interview Protocols

If you are using standardized data collection instruments or interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument or protocol.

If the data collection instrument or interview protocol is not standardized, include a copy in Attachment 2.

Attachment 3: Sample Consent Forms

Include, as appropriate, informed consent forms for the collection of data.

Attachment 4: Project Timeline

Page limit**:** 2 pages

This attachment is scored by reviewers. Provide a chart or graph depicting a realistic timeline for the entire five years of the project period. Show dates, key activities, and responsible staff. The key activities must include the requirements outlined in **Required Activities**.

Attachment 5: Biographical Sketches and Position Descriptions

See **biographical sketches and position descriptions** for more information. Position descriptions should be no longer than one page each and biographical sketches should be no more than two pages.

Attachment 6: Confidentiality and SAMHSA Participant Protection

See **Section E** in the *Application Guide* for full information about how to complete this required attachment.

Attachment 7: Letter to the State Point of Contact

Review information on **Intergovernmental Review** and in ***Section J*** in the *Application Guide* for detailed information on E.O. 12372 requirements to determine if this applies.

Attachment 8: Documentation of Nonprofit Status

All private nonprofit organizations: you must submit proof of nonprofit status in your application. Any of the following is acceptable evidence of nonprofit status:

- A reference to the applicant organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations, as described in Section 501(c)(3) of the IRS Code.
- A copy of a current and valid IRS tax exemption certificate.

- A statement from a state taxing body, state attorney general, or other appropriate state official certifying the applicant organization has nonprofit status.
- A certified copy of the applicant organization's certificate of incorporation or similar document that establishes nonprofit status.
- Any of the above proof for a state or national parent organization **and** a statement signed by the parent organization that the applicant organization is a local non-profit affiliate.

Attachment 9: Negotiated Indirect Cost Rate Agreement (NICRA)

If you have a NICRA, the document must be submitted.

Other Required Forms

You will need to complete some standard forms. Upload the following standard forms as listed on Grants.gov. You can find them in the NOFO **Application Package** or review them and their instructions on **Grants.gov Forms**.

Forms	Submission Requirement
Application for Federal Assistance (SF-424)	With application
Budget Information for Non-Construction Programs (SF-424A)	With application
Assurances for Non-Construction Programs (SF-424B)	With application
Project/Performance Site Location(s) Form	With application
Grants.gov Lobbying Form	With application

- **SF-424** – Fill out all sections of the SF-424.
  - In **Line 4** (Applicant Identifier), enter the eRA Commons Username of the Project Director (PD)/Principal Investigator (PI).
  - In **Line 8b** (Employer/Taxpayer Identification Number (EIN/TIN)), enter the recipient organization's **12-character EIN and suffix** as registered with the Payment Management System (PMS), if applicable. If not registered in PMS, enter the recipient organization's EIN.
  - In **Line 8f**, enter the name and contact information of the PD identified in the budget and listed in Line 4 (eRA Commons Username).
  - In **Line 17** (Proposed Project Date), enter: a. Start Date: 9/30/2026; b. End Date: 9/29/2031.
  - In **Line 18** (Estimated Funding), enter the amount requested or to be contributed for the first budget/funding period only by each contributor.
  - **Line 21** is the Authorized Representative and should not be the same individual as the PD in Line 8f.

It is recommended you review the sample **completed SF-424**.

- **SF-424A BUDGET INFORMATION FORM –** Fill out all sections of the SF-424A using the instructions below. **The totals in Sections A, B, and D must match.**

  Section A – Budget Summary:

  - As cost sharing/match is **not required,** use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the **first year** of your project only.

  Section B – Budget Categories:

  - As cost sharing/match is **not required,** use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the **first year** of your project only.

  Section C – Non-Federal Resources:

  - As cost sharing/match is **not required,** leave this section blank.

  Section D – Forecasted Cash Needs:

  - Enter the total funds requested, broken down by quarter, only for **Year 1** of the project period.
  - Use the first row for federal funds and the second row (Line 14) for **non-federal** funds.

  Section E – Budget Estimates of Federal Funds Needed for the Balance of the Project:

  - Enter the total funds requested for the out years (e.g., Year 2, Year 3, Year 4, and Year 5). For example, if funds are being requested for five years total, enter the requested budget amount for each of those budget period in columns b, c, d, and e (i.e., four out years):
    (b) First column is the budget for the second budget period;
    (c) Second column is the budget for the third budget period;
    (d) Third column is the budget for the fourth budget period;
    (e) Fourth column is the budget for the fifth budget period.
    Use Line 16 for federal funds and Line 17 for non-federal funds.

See **Formatting Requirements** to review common errors in completing the SF-424 and the SF-424A. These errors will prevent your application from being successfully submitted.

It is highly recommended you use the Budget Template on the SAMHSA website.
See the **Budget Template Users Guide** and the sample completed SF-424A forms at **Sample SF-424A (Match Not Required)** **For additional information, see *Section F* in the *Application Guide* and Budget Related FAQs.**

Step 4: Learn About Review and Award

Application Review

Initial Review

We review each application to make sure it meets basic requirements. We will not consider an application that:

- Is from an organization that does not meet all eligibility criteria.
- Is submitted after the **deadline**.
- Exceeds the 15-page limit for the Project Narrative.

Merit Review

Project Narrative: Your Project Narrative describes the proposed project. Peer reviewers will assess your response to the criteria below. The following instructions should be considered as you develop the Project Narrative:

- The Project Narrative cannot be longer than 15 pages.
- There are five sections (Sections A–E) and you must use the section numbers and headings listed in the Evaluation Criteria.
- Include the section letter and number (e.g., A.1, B.2) **before the response to each criterion.** You do not need to type the full criterion in each section.
- Do not combine two or more criteria or refer to another section of the Project Narrative in your response.
- Reviewers will only consider information included in the appropriate numbered criterion.
- The number of points after each section heading is the maximum number of points a reviewer may give for that section.
- Unless required, cost-sharing will not be a factor in the review of your response to the criteria.

A: Population of focus and need statement (10 points – approximately 1 page)

1. Identify and describe the geographic area where the project will be implemented and the adults at risk for suicide that will be impacted by this project.
2. To the extent possible, describe the adults at risk for suicide to be served in the selected geographic area (your catchment area) in terms of age, sex (male/female),

socioeconomic status, clinical characteristics, veteran status, and system involvement (e.g., criminal justice, social services, child welfare). Note: racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation are prohibited.

3. Describe the need to increase the capacity of your organization to implement, sustain, and improve suicide prevention and intervention treatment and support services for the adults at risk for suicide to be served by this project. Include information on the service gaps and other problems related to the need for capacity building. Identify the source of the data (e.g., National Survey on Drug Use and Health (NSDUH)). (Note: Citations may be included in an attachment and will not count towards the page limit.)

B: Proposed implementation approach (30 points – approximately 7 pages)

1. Describe the goals and measurable objectives of your proposed project. (See **Developing Goals and Measurable Objectives**). These must align with the Statement of Need in A.3.
2. Describe how you will implement all **required activities** and selected allowable activities.
3. Describe how your proposed implementation approach will address **SAMHSA Strategic Priorities**.
4. **Attachment 4**, provide no more than a two-page chart or graph depicting a realistic timeline for the entire 5 years of the program. It must include dates, key activities that must also include required activities, and responsible staff. Indicate when service delivery will begin. The timeline does not count towards the page limit for the Program Narrative.

C: **Proposed Evidence-Based Treatment(s) (25 points – approximately 3 pages)**

1. Identify the suicide-related Evidence-Based Treatment(s) you will be using for this project.
2. Identify how each selected treatment is appropriate for the outcomes you want to achieve and the individuals you propose to serve.
3. Justify the use of each treatment for the individuals you propose to serve.
4. Describe any modifications that will be made to the treatment and the reason the modifications are necessary. If you are not proposing any modifications, indicate so in your response.
5. Describe the methods you will use to monitor the delivery of the treatments to ensure that they are implemented with fidelity and in accordance with the treatment guidelines.

D. Organizational experience and staffing (15 points – approximately 2 pages)

1. Describe the experience of your organization with similar projects and/or providing services to the adults at risk for suicide.

2. Identify any other organization(s) that will partner with you on this project. Describe their specific roles and responsibilities for this project. Letters of Commitment from each partner organization must be included in **Attachment 1**. **Indicate if you are not partnering with any other organizations.**

3. Provide a complete list of all significant staff positions for the project, including the Key Personnel (Project Director and Evaluator). For each, describe their:

- Role
- Level of effort (LOE), stated as a percentage of employment (e.g., 1.0 FTE = full-time)
- Qualifications, including their experience providing services to the individuals to be served

E: Data collection and performance measurement (20 points – approximately 2 pages)

1. Describe how you will collect the required data for this project and how such data will be used to manage, monitor, and enhance the program. See **Developing the Plan for Data Collection and Performance Measurement**.

Risk Review

Before making an award, we review the risk that you will not prudently manage federal funds. We need to make sure you've handled any past federal awards well and demonstrated sound business practices.

We use SAM.gov **Responsibility/Qualification** to check this history for all awards likely to be over $250,000.

You can comment on your organization's information in SAM.gov. We'll consider your comments before making a decision about your level of risk.

If we find a significant risk, we may choose not to fund your application or to place specific conditions on the award.

For more details, see **2 CFR Part 200**.

Review and Selection Process

When making funding decisions, we consider:

- Peer review results. Reviewers evaluate an application's scientific/technical aspects through the merit review process, which is an evaluation of the merits of the submitted application(s) based on the criteria/guidelines provided in the NOFO. The results of that

merit review are advisory in nature only. Program offices and approving officials make final determinations for funding.

The program office and approving official make the final determination for funding based on the following:

- When the individual award is over $250,000, approval by the Center for Mental Health Services National Advisory Council.
- Availability of funds.
- Submission of any required documentation that must be submitted prior to making an award.
- Recipients who received funding under NOFO SM-23-011 **are not eligible** to apply. **NOTE**: Refer to **Appendix A** for a complete list of Zero Suicide grant recipients not eligible to apply under this NOFO.

Other principles that may be considered in funding decisions include:

- Preference for discretionary awards should be given to institutions with lower indirect cost rates.
- Discretionary grants should be given to a broad range of recipients rather than to a select group of repeat players. Research grants should be awarded to a mix of recipients likely to produce immediately demonstrable results and recipients with the potential for potentially longer-term, breakthrough results, in a manner consistent with the funding opportunity announcement.
- To the extent institutional affiliation is considered in making discretionary awards, agencies should prioritize an institution's commitment to rigorous, reproducible scholarship over its historical reputation or perceived prestige. As to science grants, agencies should prioritize institutions that have demonstrated success in implementing Gold Standard Science.

Award Notices

You will receive an email from eRA Commons that describes how you can access the application review results, including the application score. If your application is approved for funding, a **Notice of Award (NoA)** will be emailed to: (1) the Signing Official identified on page 3 of the SF-424 (Authorized Representative section); and (2) the Project Director identified on page 1 of the SF-424 (8f).

If your application is not funded, an email will be sent to you from eRA Commons. This email will include a summary of the peer reviewer comments and scores. It may take up to four months from the program's award date for this information to be sent to you.

The NoA is the only document that authorizes recipients to receive federal funding for a project.

Step 5: Submit Your Application

Submission Requirements and Deadlines

Go to **Find the Application Package** to make sure you have everything you need.

Make sure you are current with SAM.gov and UEI requirements. See **Get Registered**.

You must maintain your registration throughout the life of any award.

Deadlines

Application

Due on April 20, 2026.

- For electronic submissions, the due time is 11:59 p.m. ET.
- If you receive an exemption from electronic submission, the due time is 4:30 p.m. ET. See exemptions for paper applications (3.2) in ***Section A*** in the *Application Guide*.
- When your application is submitted, it must pass validation checks for both Grants.gov and eRA. You will receive emails from both systems to either confirm the application successfully passed validation checks, or to notify you that there were errors that must be fixed before the application can be considered successfully submitted.
- If using the Grants.gov Workspace tool, use the Preview Grantor Validation feature in Grants.gov before submitting your application. Doing so will allow you to validate your application and review/fix all errors and warnings before submitting.
- It is strongly advised that organizations log into their eRA Commons account post submission to confirm submission status, as emails from each system could be placed in a recipient's junk mail folder and go unread.

Intergovernmental Review

You will need to submit application information for intergovernmental review under **Executive Order 12372**. Under this order, states may design their own processes for obtaining, reviewing, and commenting on some applications. See ***Section J*** in the *Application Guide*.

This requirement does not apply to states or American Indian and Alaska Native tribes or tribal organizations.

Step 6: Learn What Happens After Award

Post-award Requirements and Administration

Administrative and National Policy Requirements

There are important rules you need to know if you get an award. You must follow:

- All terms and conditions in the NoA. We incorporate this NOFO by reference. You can see SAMHSA's **standard terms and conditions** on our website.
- The regulations at **2 CFR Part 200** – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, modifications at 2 CFR 300, and any superseding regulations.
- The HHS **Grants Policy Statement** (GPS). Your NoA will reference this document. If there are any exceptions to the GPS, they'll be listed in your NoA.
- All federal statutes and regulations relevant to federal financial assistance, including those highlighted in **HHS Administrative and National Policy Requirements**. See ***Section H*** in the *Application Guide*.
- All anti-discrimination laws: By applying for or accepting federal funds from HHS, you certify compliance with all federal antidiscrimination laws and these requirements. Complying with those laws is a material condition of receiving federal funding streams. You are responsible for ensuring subrecipients, contractors, and partners also comply.
- SAMHSA grants must align with SAMSHA and presidential priorities and policies. Grant programs that fail to align with these may be subject to termination.

Reporting Requirements

If funded, you will have to follow reporting requirements. The NOA will provide specific details.

Reporting Requirements

You are required to submit an annual Programmatic Progress Report (PPR) in Years 1 through 4, and a cumulative Final Progress Report (FPR) in Year 5. You must use the OMB-approved Excel Programmatic Progress Report (PPR) template for your program. Your Government Project Officer (GPO) will provide you with this template upon award. You will need to submit your completed PPRs in eRA Commons.

The annual PPR is due within 90 days of the end of each budget period. The FPR is due within 120 days after the end of the project period. The final report must be cumulative and include all activities during the entire project period.

You must report the following information in your PPRs:

- Updates on key personnel, budget, or project changes (as applicable).
- Progress towards project goals as stated in your grant application, including project activity accomplishments, implementation facilitators, implementation challenges, and plans/actions for leveraging success and/or overcoming challenges;
- Success stories; and
- Program specific measures (PSM), including:
  - A list of healthcare organizations implementing the Zero Suicide project.

After receiving your grant award, you will be required to submit various financial reports to SAMHSA. Please see **SAMHSA Reporting Requirements**.

Appendix A: List of Ineligible Applicants

Grant Number	Organization	State	NOFO
SM088536	AL State Dept of Mental Health	AL	SM-23-011
SM088577	Horizon Health and Wellness	AZ	SM-23-011
SM088539	Native American Health Center	CA	SM-23-011
SM088436	CO State Dept of Public Health	CO	SM-23-011
SM088567	Lutheran Services Florida Inc.	FL	SM-23-011
SM088415	Suncoast Center	FL	SM-23-011
SM088748	Wellstar Health System	GA	SM-23-011
SM088337	St. Vincent Hospital	IN	SM-23-011
SM088538	KY State Cabinet	KY	SM-23-011
SM088556	Maine Health	ME	SM-23-011
SM088526	Detroit Wayne Integrated Health Network	MI	SM-23-011
SM088315	Pine Rest Christian Mental Health Services	MI	SM-23-011
SM088444	Beaumont Health Foundation	MI	SM-23-011
SM088579	Burrell Behavioral Health	MO	SM-23-011
SM088455	MO State Dept of Mental Health	MO	SM-23-011
SM088424	St. Peter's Health Foundation	MT	SM-23-011
SM088420	Jewish Board of Family and Children's Services	NY	SM-23-011
SM088405	NY State Office of Mental Health	NY	SM-23-011
SM088548	Cherokee Nation	OK	SM-23-011
SM088404	Mennonite General Hospital	PR	SM-23-011
SM088553	SC State Dept of Mental Health	SC	SM-23-011
SM088546	Westcare TN Inc.	TN	SM-23-011
SM088540	Tropical Texas Behavioral Health	TX	SM-23-011
SM088405	The Harris Center for Mental Health & IDD	TX	SM-23-011
SM088427	Austin Travis County Integral Care	TX	SM-23-011

2026-R-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AN APPLICATION TO THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) FOR THE IMPLEMENTING ZERO SUICIDE IN HEALTH SYSTEMS PROGRAM GRANT, IN THE ESTIMATED TOTAL AMOUNT OF $2,000,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT, FOR A TOTAL OF A FIVE (5) TERM, TO BE EFFECTIVE ON SEPTEMBER 30, 2026 THROUGH SEPTEMBER 29, 2031, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RESULTING FROM THE AWARD OF THIS GRANT. ANY FUNDING AS A RESULT OF THIS APPLCATION WILL BE APPROPRIATED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – IMPLEMENTING ZERO SUICIDE IN HEALTH SYSTEMS PROGRAM GRANT.

WHEREAS, The City of Laredo Public Health Department wishes to apply for this funding opportunity by the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Implementing Zero Suicide in Health Systems. Through this program Laredo Public Health will be able to provide support to healthcare systems in implementing the Zero Suicide framework, an evidence-based approach designed to reduce suicide ideation, attempts, and deaths among individuals at risk. The Zero Suicide model focuses on strengthening system-wide capacity through workforce training, early identification, evidence-based treatment, and improved care coordination. This funding opportunity addresses the growing need for comprehensive and data-driven suicide prevention efforts across healthcare settings.

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

Section 1: The City Manager is hereby authorized to submit a grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Implementing Zero Suicide in Health Systems Program Grant, in the total estimated amount of $2,000,000.00 with no match for the City of Laredo Public Health Department for a total of a five (5) year term; and further authorizing the City Manager to execute all documents necessary for the application of the grant.

Section 2: Funds will be appropriated once awarded.

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

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 50.**

SUBJECT
Consideration to authorize the City Manager to award contract RFQ 2026-040 for Afterhours Physician/Medical Services with Laredo Medical Examiners/Nuestra Salud Health Clinic PC, Laredo, TX to provide Afterhours Physician /Medical Services to City of Laredo employees, City Retirees, and covered dependents enrolled in the City's Medical Health Plan in the total amount of $80,000.00 per year. The total contract value (2 years and 5 months) shall not exceed $230,000.00. The initial term of this Agreement shall commence on April 21, 2026, and shall continue through September 30, 2026, to complete the City's Fiscal Year 2025-2026. This Agreement may be renewed for up to two (2) additional one (1) year terms, beginning October 1, 2026, upon mutual written agreement of both parties and subject to the availability of appropriated funds. Funding is available in the Employee Wellness Department.

PREVIOUS COUNCIL ACTION
On April 7, 2026, Council approved Motion 26-612 to select and Negotiate contract.

BACKGROUND
The intent of this contract is to address low-acuity, non-emergent medical needs through consultation, evaluation, limited treatment, and select diagnostic testing, consistent with services typically provided at the EHW Clinic, while maintaining appropriate utilization and cost control. The RFQ was publicly advertised and posted in accordance with the City's procurement policies.

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: Support access to primary and preventive care services that reduce reliance on emergency care.
Goal 7.4: Promote wellness and preventive health initiatives.
Policy 7.4.1: Encourage programs that support workplace health and employee wellness.
Goal 7.5: Strengthen public health systems and service delivery.
Policy 7.5.1: Ensure efficient and cost-effective delivery of health services.

Summary of alignment: This action aligns with the Viva Laredo Comprehensive Plan by expanding access to after-hours medical services for City employees, retirees, and their dependents, ensuring timely care for non-emergent conditions. The contract promotes preventive care, improves healthcare accessibility, and reduces unnecessary emergency room utilization while supporting cost-effective service delivery. These efforts strengthen the City's Employee Health and Wellness Program and advance the Plan's goals of promoting workforce health, improving access to care, and enhancing the efficiency of public health service delivery.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Risk Management Fund - Human Resources
Account #:	594-2062-513-5551
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Budgeted in the Human Resources - Employee Health & Wellness - Professional Services - Diagnostic Services. Account 594-2062-513-5551.

RFQ 2026-040 Afterhours Physician/Medical Services

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Tania Herrera

Panel Members: Erika Martinez, Zaida Gonzalez, Laura Recio

	Firms Listed in Alphabetical Order					
Evaluation Criteria	MAXIMUM RATING *	Laredo Examiners/ Nuestrs Salud	OnMed LLC.			
Project Approach, Work Plan, Number of clinic/ Hour services provided	90	85	50			
Experience	75	75	60			
Qualifications and References	75	65	75			
Billing Process or method	60	60	50			
TOTAL POINTS	***300***	***285***	***235***			

Solicitation Open Date: 02/20/2026 *Solicitation Close Date: 03/06/2026*

Panel Recommendation: Select **Laredo Examiners/Nuestrs Salud**

Comments: NA

City of Laredo
Purchasing Division

LETTER OF AWARD

April 8, 2026

Mr. Robert Moran
Laredo Examiners/Nuestra Salud Health Clinic PC
802 E. Saunders.
Laredo, Texas 78041

RE: RFQ 2026-040 Afterhours Physician/Medical Services - City of Laredo.
Approved by City Council on April 7, 2026.

Dear Mr. Moran:

This is to inform you that you were awarded contract RFQ 2026-040 for Afterhours Physician/Medical Services, approved by City Council on April 7, 2026. Initial term of this contract shall be through September 30, 2026 with option to renew two (2) additional one (1) year period each upon mutual agreement of the parties.

If there are any questions regarding this notification, please feel free to call me at (956) 794-1731.

Statutory Requirements to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Sincerely,

Jaime Zapata
Purchasing Agent

XC: Purchasing File

City of Laredo

City Council

Meeting Date: 4/20/2026 **Resolution 51.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the amount of $72,041.00 to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the funding of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2025. The grant performance period is October 01, 2024 through September 30, 2028. The Bureau of Justice Assistance mandates that this grant allocation be divided equally between the City of Laredo and Webb County; $36,020.50 will be allocated for the LPD Network Specialist and $36,020.50 for Webb County Sheriff's Office equipment and supplies that enhances department operations. No local match is required. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Edward Byrne Memorial Justice Assistance Grant Program is the primary provider of federal criminal justice funding to states and units of local government. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent and/or reduce crime and violence. In general, JAG funds awarded to a unit of local government may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that Council approves this resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
FY2025 JAG funding: Jurisdiction Allocation $36,020.50 - Laredo, $36,020.50 - Webb for a joint

allocation of $72,041.00.

No local match required. Funding is available in the Special Police Fund.

RESOLUTION 2026-R-77

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $72,041.00 TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR THE FUNDING OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY2025. THE GRANT PERFORMANCE PERIOD IS OCTOBER 01, 2024 THROUGH SEPTEMBER 30, 2028. THE BUREAU OF JUSTICE ASSISTANCE MANDATES THAT THIS GRANT ALLOCATION BE DIVIDED EQUALLY BETWEEN THE CITY OF LAREDO AND WEBB COUNTY; $36,020.50 WILL BE ALLOCATED FOR THE LPD NETWORK SPECIALIST AND $36,020.50 FOR WEBB COUNTY SHERIFF'S OFFICE EQUIPMENT AND SUPPLIES FOR DEPARTMENT OPERATIONS. NO LOCAL MATCH IS REQUIRED. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, the Office of Justice Programs, Justice Assistance Grant Program, mandates that this grant be divided equally between the City of Laredo and Webb County; and

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, this grant will pay support staff salaries, equipment, and supplies for police operations; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of Justice Programs, Bureau of Justice Assistance in full.

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

Section 1: Authorizing the City Manager to submit a grant application in the amount of $72,041.00 to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the funding of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2025. The grant performance period is October 01, 2024 through September 30, 2028. The Bureau of Justice Assistance mandates that this grant allocation be divided equally between the City of Laredo and Webb County; $36,020.50 will be allocated for the LPD Network Specialist and $36,020.50 for Webb County Sheriff's Office equipment and supplies that enhances department operations. No local match is required. Grant funding will be accounted for in the Special Police Fund.

Section 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

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

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Resolution 52.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the estimated amount of $1,999,618.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2026 through August 31, 2027. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Task Force. The city's local match is $794,997.00 for a total grant amount of $2,794,614.00. Funding is available in the Auto Theft Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2027 Request for Applications (RFA). MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2385

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

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Resolution #2026-R-95
4/20/2026	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $1,999,618.00 TO THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2027. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT TASK FORCE. THE CITY'S LOCAL MATCH IS $794,997.00 FOR A TOTAL GRANT AMOUNT OF $2,794,615.00. FUNDING IS AVAILABLE IN THE AUTO THEFT FUND.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2027 Request for Applications (RFA). MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2026-R-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $1,999,618.00 TO THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2027. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT TASK FORCE. THE CITY'S LOCAL MATCH IS $794,997.00 FOR A TOTAL GRANT AMOUNT OF $2,794,615.00. FUNDING IS AVAILABLE IN THE AUTO THEFT FUND.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

Section 1: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the estimated amount of $1,999,618.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2026 through August 31, 2027. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Task Force. The city's local match is $794,997.00 for a total grant amount of $2,794,614.00. Funding is available in the Auto Theft Fund.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Resolution 53.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the estimated amount of $2,406,945.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY27 SB224 Catalytic Converter Grant for the period of September 1, 2026 through August 31, 2027. The purpose of this grant program is to provide additional funding for the Laredo Auto Theft Task Force/Laredo Police Department for the detection and prevention of catalytic converter theft. This grant will pay for the salaries of a Public Information Specialist, a full-time Assistant District Attorney, technology, training, and overtime. The city's cash match will be $503,270.00 for a total grant amount of $2,910,216.00. Funding will be available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2027 (FY27) Request for Applications (RFA). Senate Bill 224 (SB) 224 provides that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding will be available in the Auto Theft Task Force Fund

COUNCIL COMMUNICATION

DATE: 4/20/2026	**SUBJECT: Resolution #2026-R-96** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $2,406,945.00 TO THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FOR THE FY27 SB224 CATALYTIC CONVERTER GRANT FOR THE PERIOD OF SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2027. THE PURPOSE OF THIS GRANT PROGRAM IS TO PROVIDE ADDITIONAL FUNDING FOR THE LAREDO AUTO THEFT TASK FORCE/LAREDO POLICE DEPARTMENT FOR THE DETECTION AND PREVENTION OF CATALYTIC CONVERTER THEFT. THIS GRANT WILL PAY FOR THE SALARIES OF A PUBLIC INFORMATION SPECIALISTY, A FULL-TIME ASSISTANT DISTRICT ATTORNEY, TECHNOLOGY, TRAINING, AND OVERTIME. THE CITY'S CASH MATCH WILL BE $503,270.00 FOR A TOTAL GRANT AMOUNT OF $2,910,216.00. FUNDING WILL BE AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.**

INITIATED BY: Joseph W. Neeb City Manager	**STAFF SOURCE:** Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2027 (FY27) Request for Applications (RFA). Senate Bill 224 (SB) 224 provides that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** Recommends the approval of this Resolution.

RESOLUTION #2026-R-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $2,406,945.00 TO THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FOR THE FY27 SB224 CATALYTIC CONVERTER GRANT FOR THE PERIOD OF SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2027. THE PURPOSE OF THIS GRANT PROGRAM IS TO PROVIDE ADDITIONAL FUNDING FOR THE LAREDO AUTO THEFT TASK FORCE/LAREDO POLICE DEPARTMENT FOR THE DETECTION AND PREVENTION OF CATALYTIC CONVERTER THEFT. THIS GRANT WILL PAY FOR THE SALARIES OF A PUBLIC INFORMATION SPECIALISTY, A FULL-TIME ASSISTANT DISTRICT ATTORNEY, TECHNOLOGY, TRAINING, AND OVERTIME. THE CITY'S CASH MATCH WILL BE $503,270.00 FOR A TOTAL GRANT AMOUNT OF $2,910,216.00. IF AWARDED, FUNDING WILL BE APPROPRIATED IN THE AUTO THEFT TASK FORCE FUND.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

Section 1: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the estimated amount of $2,406,945.00 to the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY27 SB224 Catalytic Converter Grant for the period of September 1, 2026 through August 31, 2027. The purpose of this grant program is to provide additional funding for the Laredo Auto Theft Task Force/Laredo Police Department for the detection and prevention of catalytic converter theft. This grant will pay for the salaries of a Public Information Specialist, a

full-time Assistant District Attorney, technology, training, and overtime. The city's cash match will be $503,270.00 for a total grant amount of $2,910,216.00. If awarded, funding will be appropriated in the Auto Theft Task Force Fund.

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

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 54.**

SUBJECT
Consideration to authorize the purchase of marked police units with emergency lights, equipment, and graphics from Caldwell Country Chevrolet, Caldwell, Texas in the amount not to exceed $1,287,441.28. The purchase of these vehicles shall be made utilizing the BuyBoard Pricing Program Contract No. 724-23. Funding is available for this purchase in the Public Property Finance Contractual Obligation (PPFCO) 2025.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase marked police units with emergency lights, equipment, and graphics for the Laredo Police Department. Delivery is expected within ninety to one hundred twenty (90-120) days after receipt of order.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends that this purchase be approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	PPFCO 2025
Account #:	401-9885-525-9004
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the purchase of these marked police units is available in the Public Property Finance Contractual Obligation (PPFCO) 2025. Account Number: 401-9885-525-9004, Project Number: PD2301

CALDWELL COUNTRY CHEVROLET II LLC
800 HWY 21 E CALDWELL, TEXAS 77836
BUYBOARD 724-23

End User:	**LAREDO POLICE DEPARTMENT**	**Caldwell Rep:**	DUCKKI YOON
Contact:	LAURA ORTIZ	**Phone:**	**(979) 567-1500**
Phone/ Email:	LORTIZ2@CI.LAREDO.TX.US	**Date:**	March 25, 2026
Product Description:	2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police	**Email:**	DYOON@USAAUTOMOTIVEPARTNEI

A. **Bid Series:** 2026 CHEVROLET TAHOE PPV 2WD — **A. Base Price:** $ 49,980.00

B. **Published Options [Itemize each below]** — **Quote Number:** 5292

Code	Model Vehicle
CC10706	2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police

Code	Options	Bid Price	Code	Options	Bid Price
6J3	Wiring, grille lamps and siren speakers	$0.00	H1T	Jet Black, Cloth seat trim	$0.00
6J4	Wiring, horn and siren circuit	$0.00	L84	Engine, 5.3L EcoTec3 V8	$0.00
7X3	Spotlamp, left-hand	$0.00	MHU	Transmission, 10-speed automatic	$0.00
PQA	1FL Safety Package	$0.00	PXT	Wheels, 20" x 9" 50.8 cm x 22.9 cm steel	$0.00
1FL	Commercial Preferred Equipment Group	$0.00	URW	Audio system, 17.7" diagonal advanced color LC	$0.00
5T5	Seats, front cloth and second row vinyl	$0.00	Z56	Suspension Package, heavy-duty, police-rated.	$0.00
C6C	GVWR, 7400 lbs. 3357 kg	$0.00			
GBA	Black	$0.00			
GU5	Rear axle, 3.23 ratio	$0.00			

Total of B. Published Options $ -

C. **Unpublished Options [Itemize each below, not to exceed 25%]**

Unpublished Options	Bid Price	Unpublished Options	Bid Price
DELIVERY TO LAREDO, TX	**375**		
26MY BUYBOARD PRICE DIFFERENCE	**6270**		

Total of C. Unpublished Options: $ 6,645.00

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**		
E.	**Upfitter/Quote Number:** DANA QUOTE 620940 & GRAFIX EXPRESS QUOTE 3383	$	35,306.52
F.	**Delivery ETA:** STOCK REF TR167609	$	-
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		
H.	**Lot Insurance (for in-stock and/or equipped vehicles):**		
I.	**Contract Price Adjustment:**		
J.	**Additional Delivery Charge** _____ **miles**	$	-
K.	**Subtotal**	$	91,931.52
L.	**Quantity Ordered** 14 **x K =**	$	1,287,041.28
M.	**Trade in:**		
N.	**Coop Fee per purchase order**	**$**	**400.00**
O.	**Total purchase price with coop fee (Prices and availability are subject to change without notice)**	**$**	**1,287,441.28**

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EM RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 55.**

SUBJECT
Consideration to award a service contract to the sole source vendor Azteca Systems LLC., from Sandy, Utah in an annual amount of $109,149.74 for software maintenance of the Cityworks Asset Management software premium enterprise license (ELA) for the purpose of utilities infrastructure asset management. Funding available in the Waterworks, Sewer System, and Environmental Services Funds.

PREVIOUS COUNCIL ACTION
Approved the purchase of Premium Enterprise Licensing Agreement on 3/19/18.
Approved a three-year contract on 3/1/21.

BACKGROUND
The Utilities Asset Management Program is currently implemented by the Water and Sewer Divisions. This Cityworks software training and Asset Management Plan is implemented by the Utilities Billing Division. The Utilities and Environmental Departments utilize Cityworks as their asset and work order management system. The system is integrated with the Departments' GIS and supports daily operations. The current agreement for Cityworks Licensing, maintenance, and support is expiring. Renewal is required to ensure continued system functionality and uninterrupted operations for the Utilities and Environmental Departments. This contract shall be the responsibility of and administered between the vendor and the Utilities Department.

Notarized Sole Source Affidavit attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Environmental Fund
Account #:	249-3840-543-5588
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
$21,567.00

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Waterworks Fund
Account #:	557-4110-533-5588
Change Order: Exceeds 25% Y/N:	N
FINANCIAL IMPACT:	$43,791.37

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Sewer System Fund
Account #:	559-4200-533-5588
Change Order: Exceeds 25% Y/N:	N
FINANCIAL IMPACT:	$43,791.37

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) Carlos Abaunza
   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: Azteca Systems, LLC., a Trimble company
   Address: 10368 Westmoor Dr.
   City, State, Zip Code: Westminster, CO 80021 Telephone Number: (954) 556-6701 "0"
   Fax Number: ( ) N/A
   E-mail Address: carlos_abaunza@trimble.com

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:
   Cityworks software
   TX LOCAL GOVT Section 252.022 Section 7(A)

3. Competition in providing the above-named item(s) is precluded due to:

   _____A patent
   X_____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)
   _____It is a captive replacement part or component for equipment
   X_____Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. 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.

DocuSigned by:
Carlos Abaunza
92969DE0AABA49F...

Signature of Authorized Official	Title of Authorized Official	Date
	Sr Director	3/19/2026

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 19th day of MARCH, State of FLORIDA, County of BROWARD.

DocuSigned by:
Carlos Abarca
Signature of Applicant

Carmela Cirone
Signature of Notary Public

Purchasing Department Use ONLY

Approved ✓ as per J. Rodriguez, FACA

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 3/24/26

NOTARY PUBLIC STATE OF FLORIDA

CARMELA CIRONE
Commission # HH 719040
Expires October 27, 2029

Enrique Aldape III

From: Joaquin A. Rodriguez
Sent: Monday, March 23, 2026 9:00 AM
To: Enrique Aldape III
Subject: RE: Azteca Systems Sole Source Letter

Mr. Aldape,

Please consider this email as an approval of the sole source letter.

Sincerely,

Joaquin A. Rodriguez
First Assistant City Attorney
City of Laredo
1110 Houston St. 3rd Floor
Ph: 956-791-7391
Fax: 956-791-7494
jarodrigu1@ci.laredo.tx.us

From: Enrique Aldape III <ealdape@ci.laredo.tx.us>
Sent: Monday, March 23, 2026 8:23 AM
To: Joaquin A. Rodriguez <jarodrigu1@ci.laredo.tx.us>
Subject: Azteca Systems Sole Source Letter

Good morning Joaquin,

Can you please review the attached sole source letter.

From: Enrique Aldape III
Sent: Thursday, March 19, 2026 2:12 PM
To: Joaquin A. Rodriguez <jarodrigu1@ci.laredo.tx.us>
Cc: Aaron Barberena <abarberena@ci.laredo.tx.us>
Subject: FW: Azteca Systems Sole Source Letter

Good afternoon Joaquin

Can you please review the attached sole source letter.

Thanks,

From: Kristi Ross <kristi_ross@trimble.com>
Sent: Thursday, March 19, 2026 2:09 PM
To: Enrique Aldape III <ealdape@ci.laredo.tx.us>
Cc: Jessica Phongphila <jessica_phongphila@trimble.com>; Aaron Barberena <abarberena@ci.laredo.tx.us>; Krishna Patel <krishna_patel@trimble.com>
Subject: Re: Cityworks 2026-2027 renewal

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-43034-1
Created Date 1/9/2026

Contact Information

Contact Name:	Adrian Gause	Prepared By Name:	Kristi Ross
Customer:	Laredo (TX), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	5816 Daugherty Ave PO Box 2950 Laredo, TX 78044	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 109,149.74
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
Inspection API	1.00	USD 0.00
Metrics API	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
	TOTAL:	USD 109,149.74

Notes

Year 1 Dollar Value	USD 109,149.74	Year 1 Date Range	4/20/2026 - 4/19/2027

Maintenance Start Date: 4/20/2026 **Maintenance End Date:** 4/19/2027

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 5475 Kellenburger Road, Dayton, OH 45424

City Council-Regular
Meeting Date: 03/01/2021
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia, Jr., P.E., Utility Director

SUBJECT

Consideration to award contract to Azteca Systems, LLC, from Sandy, UT, for software maintenance of a Cityworks Asset Management software premium enterprise license agreement (ELA) for the purpose of utilities infrastructure asset management. The contract is renewed annually for the term of three (3) years in the amount of $92,700.00, beginning of year one (1), $92,700.00, beginning of year two (2) and $92,700.00, beginning of year three (3). This contract is subject to future appropriations and the total for the three years is not to exceed $278,100.00. Funding is available in the Utilities and Environmental Services support services budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On March 19, 2018 Council authorized City Manager to acquire Premium Enterprise Licensing Agreement (ELA) of Cityworks Asset Management software.

BACKGROUND

The Utilities Asset Management Program (AMP) is currently completing Phase III, Water and Sewer Division (AMP) Implemenation. This entails Cityworks software training for Utilities Department Billing Division and implementing the Asset Management Plan for the Billing Division.

The selection of Cityworks Asset Management software is based on the recommendations in the Asset Management Plan Report developed by the City of Laredo Utilities Staff and Lockwood, Andrews & Newnam, consultant.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of the Motion.

Fiscal Impact

Fiscal Year: 2021
Bugeted Y/N?: Y
Source of Funds: Support Services
Account #: 249-3840-543-55-88
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
$18,000.00

Fiscal Year: 2021
Bugeted Y/N?: Y
Source of Funds: Support Services
Account #: 557-4110-533-5588
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
$37,350.00

Fiscal Year: 2021
Bugeted Y/N?: Y
Source of Funds: Support Services
Account #: 559-4200-533-5588
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
$37,350.00

Attachments

Cityworks License Agreement
Sole Source Letter Notarized
Cityworks Integration Schedule

Cityworks®
A TRIMBLE COMPANY

February 12, 2021

City of Laredo
Attn: Adrian Gause
5816 Daugherty Ave.
Laredo, TX 78041
Via e-mail: agause@ci.laredo.tx.us

Re: *Cityworks Sole Source Letter – City of Laredo, Texas*

Adrian Gause:

This letter is to confirm that the Cityworks® Software is a sole source product, designed, created, and owned exclusively by Azteca Systems, LLC. Azteca Systems is the sole creator and owner of the Cityworks software including the Copyrights and Trademarks for Cityworks® and Empowering GIS® in the United States and elsewhere. Within the United States of America, Azteca Systems, LLC is the sole source provider of the Cityworks license and maintenance services. The product may be purchased only directly from Azteca Systems or through authorized parties.

Should you have any further questions please contact me at (801) 523-2751 or if you prefer e-mail at bhaslam@cityworks.com.

Sincerely,

Brian L. Haslam
President - CEO, Azteca Systems, LLC

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 12th day of February, 2021, personally appeared before me Brian L. Haslam, known to me to be the person whose name is subscribed to the within instrument who duly acknowledged to me that he executed the same for the purposes therein contained.

Notary Public - State of Utah
DANIEL O. DUFFIN
Commission #695799
My Commission Expires
June 30, 2021

Notary Public

Cityworks®
A TRIMBLE COMPANY

Azteca Systems, LLC, 11075 South State, Suite 24, Sandy, UT 84070
• TEL 801.523.2751 • FAX 801.523.3734 •
www.cityworks.com

CITYWORKS®
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement ("Agreement") is made by and between Azteca Systems, LLC ("Azteca Systems" or "Azteca") a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and the **City of Laredo, Texas**, (hereinafter referred to as "Licensee" or "Customer"), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 **Definitions**. The terms used are defined as follows:

a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
d. "Beta" means any alpha, beta, or other prerelease version of a Product.
e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a

service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.

l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.

m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.

n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

o. "Named User(s) is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.

p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.

q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.

r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.

s. "Preview" means any alpha, beta, or prerelease Product.

t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.

u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.

v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.

w. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.

x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.

y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

ARTICLE 3—GRANT OF LICENSE

3.1 **Grant of License**. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i)

for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

a. *Software.* Use and license for specific Software products are set forth in Addendum #1– Product Licensing, which is incorporated by reference.
b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 **Delivery.** Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SOFTWARE AND ONLINE SERVICES

4.1 Software Terms of Use

a. For Products delivered to Licensee, Licensee may:

1. Install, access, and store Products on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
4. Move the Software in the licensed configuration to a replacement server.

b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Azteca Systems, LLC. and its licensors. All rights reserved."

c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Online Services Terms of Use

a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.
b. **Modification of Online Services.** Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a

workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 **Named User Licenses**. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 **Limited-Use Programs.**

a. **Trial, Evaluation, and Beta Programs**. Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. **Educational Programs**. Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. **Other Azteca Systems Emergency or Limited-Use Programs**. If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 **Uses Not Permitted**. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
c. Act as a service bureau or Commercial ASP;
d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
f. Distribute Authorization Codes to third parties;
g. Reverse engineer, decompile, or disassemble Products;
h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
k. Unbundle or independently use the individual or component parts of Software or Online Services;
l. Incorporate any portion of the Software into a product or service that competes with the Software;

m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 **Definitions**. The following are supplemental definitions provided in Article 1.

a. "Azteca Managed Cloud Services" means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
b. "Hosting" means the business of housing and making accessible Licensee Content via the internet.

5.2 **Provision of Azteca Managed Cloud Services.**

a. **General Terms**. Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
b. **Requirements Planning**. It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
c. **Compensation and Expenses**. Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
d. **Risk of Loss**. Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
e. **Personally Identifiable Information**. Prior to providing any Customer Content under this Agreement, Customer shall notify Azteca Systems if Customer Content includes personally identifiable information.
f. **Public Software**. Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
g. **Monitoring**. Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee**. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, Licensee may terminate subsequent Term Maintenance Periods by

giving Azteca Systems thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term.

6.4. **Termination by Azteca Systems.** Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

6.7. If this Agreement is terminated per section 6.3 or 6.4, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 **Limited Warranties.** Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 **Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.**

7.3 **Disclaimers.**

a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.

b. **Third-Party Websites; Third-Party Content**. Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including www.cityworks.com and www.mycityworks.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 **General Disclaimer. Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.**

7.5 **Exclusive Remedy**. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 **Disclaimer of Liability. Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action.**

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's infringement, misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 **Applicability of Disclaimers and Limitations**. Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights under law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

ARTICLE 9—INDEMNIFICATIONS

9.1 **Definitions**. The following definitions supplement the definitions provide in Article 1:
a. "Claim" means any claim, action, or demand by a third party.
b. "Indemnitees" means Customer and its directors, officers, and employees.

c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

9.2 **Infringement Indemnity**.
a. Azteca Systems will defend, hold all indemnitees harmless from and against any Loss arising out of an Infringement Claim.
b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

9.3 **General Indemnity**. Azteca Systems will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

9.4 **Conditions for Indemnification**. As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

9.5 **This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee.**

ARTICLE 10—GENERAL PROVISIONS

10.1 **Export Control Regulations**. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

10.2 **Taxes and Fees, Shipping Charges**. License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.3 **No Implied Waivers**. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 **Severability**. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.5 **Successor and Assigns**. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

10.6 **Survival of Terms**. The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

10.7 **US Government Licensee**. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

10.8 **Governing Law**. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities**. If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement.
- **Nongovernment Entities**. US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

10.9 **Dispute Resolution**. The parties will use the following dispute resolution process:

- **Equitable Relief**. Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies**. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities**. Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Arbitration**. The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

10.10 **Maintenance**. Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.11 **Audit**. Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such

inspections and audits will be conducted during regular business hours and in a manner that does unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

10.12 **Feedback**. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

10.13 **Patents**. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.14 **Force Majeure**. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event.

10.15 **Independent Contractor**. Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.16 **Entire Agreement**. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC	**CITY OF LAREDO, TX** – (LICENSEE)
By: _____	By: _____
Name: Brian L. Haslam	Name: _____
Title: President - CEO	Title: _____
Date:	Date:

ADDENDUM #1

PRODUCT LICENSING

1. **Licensed Software:**

Server AMS Premium Cityworks Departmental Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products **for City of Laredo Water/Wastewater Utility Department only** (License also allows for 6 logins/users for Stormwater Department): Office Respond Mobile Native Apps (for iOS/Android) --Includes the following Add-ons: Storeroom Equipment Checkout Contracts Cityworks for Excel Cityworks Analytics for AMS eURL (Enterprise URL) Operational Insights Workload Web Hooks CCTV Interface for PACP Local Government Templates (LGT) Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

2. **Notices & Licensee Information: Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	**City of Laredo** 5816 Daugherty Ave. PO Box 2950 Laredo, TX 78041
	Attn: Adrian Gause
	E-mail: agause@ci.laredo.tx.us
	Phone: 956.721.2000

3. **Effective Date of Software (Date Software made available)**

MM/DD/YYYY
04/20/2021

4. **Schedule of Payments and/or Fees under Agreement**

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	**04/20/2021 – 04/19/2022**	**$92,700.00**
Period 2	**04/20/2022 – 04/19/2023**	**$92,700.00**
Period 3	**04/20/2023 – 04/19/2024**	**$92,700.00**

5. **Additional Items (If Any):**

   a. Annual fee herein is based on 250,001 - 300,000 population range.

ADDENDUM #2
STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC ("Azteca Systems" or "Azteca"). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT**: Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

a. **Software Updates**. Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this Addendum:

a. Support for applying or installing upgrades and service packs;
b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
c. Assistance with computer operating system questions not directly pertinent to the licensed software;
d. Licensee Data debugging and/or correcting;
e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
h. Questions such as configuration, implementation, and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers**. Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal**. Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at http://www.mycityworks.com.

1.8. **Additional Support Items**.

a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.

b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.

c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration**. Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance**. Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses**. Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;

b. Stores or transmits any Malicious Code;

c. Violates any law or regulation;

d. Infringes or misappropriates the rights of any third party;

e. Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Azteca Systems product security officer; or

f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

4.2. **Service Interruption**. System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Azteca Systems may not be able to provide advance notice of such interruptions.

4.3. **Licensee Content**.

a. Licensee grants Azteca Systems and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Azteca Systems will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Azteca Systems under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.

b. If Customer accesses Cloud Services with an application provided by a third party, Azteca Systems may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.

c. Azteca Systems may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Azteca Systems will reasonably attempt to limit the scope of disclosure.

d. When Customer's use of Cloud Services ends, Azteca Systems will either:

   1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Azteca Systems is legally prohibited from doing so; or

   2. Download all Customer Content in Azteca Systems' possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

4.4. **Removal of Customer Content**. Azteca Systems may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Azteca Systems will notify Customer before removing Customer Content. Azteca Systems will respond to any Digital Millennium Copyright Act takedown notices in accordance with Azteca Systems copyright policy, available at www.cityworks.com/legal.

4.5. **Service Suspension**. Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

4.6. **Notice to Azteca Systems**. Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

5. MISCELLANEOUS

5.1. **Data Confidentiality Statement**. Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

5.2. **No Implied Waivers**. No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

ADDENDUM #3

THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;

2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;

3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;

4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;

5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;

6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and

7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at contracts@cityworks.com.

Third Party (Print):_____ **Licensee**: **City of Laredo, TX**

By: _____
Third Party/Contractor Authorized Signature

Title: _____

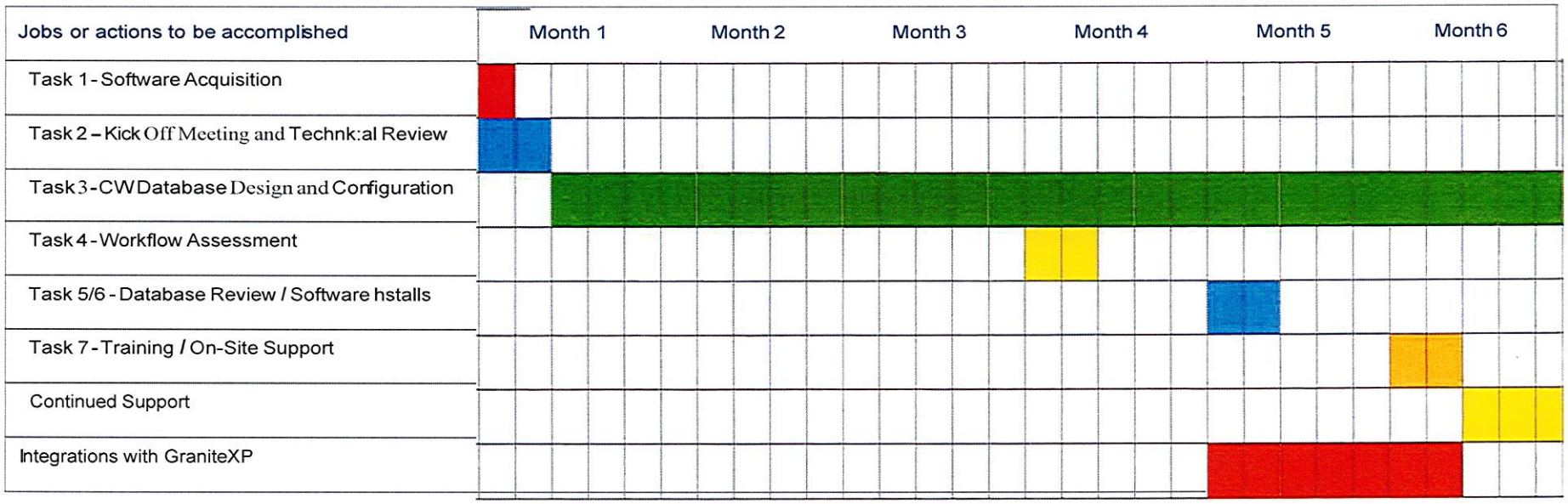
Date: _____

Third Party Information

Address City, State, Zip	
Contact Name	
Phone Number	
Email	

NewEdge SERVICES, LLC

City of Laredo Cityworks Implementation Schedule



City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 56.**

SUBJECT
Authorizing the City Manager to approve Change Order #1, #2, and #3 in the amount of $1,389,116.31 to Webber (formerly PLW Waterworks, LLC) of Woodlands, Texas for the Manadas Creek Wastewater Treatment Plant (WWTP) Project. With approval of Change Order #1, #2, and #3, the updated contract will be $52,658,116.31.

Funding is available Sewer System Fund- 2022 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION
On April 25, 2022, council approved the construction contract to PLW Waterworks, LLC (now Webber) of Woodlands, Texas for the construction of the Manadas Creek WWTP Project in the amount of $51,269,000.00.

BACKGROUND
•Change Order #1 accounts for CPR-001, which includes cost escalations arising from the delay between award of the project bid and contract execution and issuance of Notice to Proceed for the project. Utilities staff have negotiated with Webber to reduce the cost impact as much as possible for this change order.

•Change Order #2 accounts for CPR-002, which includes increases in scope for a proposed wastewater line railroad crossing with Union Pacific Railroad (UPRR), with additional material and labor requirements requested from UPRR after the project had already been bid and awarded. Utilities staff have also negotiated with Webber to reduce the cost impact as much as possible for this change order.

•Change Order #3 accounts for CPR-005, which includes additional electrical conduits and wiring to support flow metering instruments in the project that were not initially captured in the bid drawings. The scope and pricing in this change order are reasonable.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies):
Policy 6.5.1 Develop cost effective processes to re-use and reclaim water; use new technologies to expand capacity. Policy 7.2.4 Increase access to safe water

Summary of alignment:
This agenda item update aligns with Viva Laredo’s Comprehensive Plan goals and policies related to efficient water utilization, sustainable development, and the support of a future effluent reuse program.

It is recommended to proceed with Change Order #1, #2, and #3 to ensure the successful completion of the Manadas

Creek Wastewater Treatment Plant Project.

Contract	Amount	Working Days
Original Contract:	$51,269,000.00	780
Change Order # 1:	$726,898.24	0
Change Order # 2:	$651,464.01	120
Change Order # 3:	$10,754.06	0
Total:	**$52,658,116.31**	**900**

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approve this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2022 Sewer Revenue Bond
Account #:	559-9879-535-9301
Change Order: Exceeds 25% Y/N:	N (2.71% for Change Order #1, #2, and #3)

FINANCIAL IMPACT:
Funding is available in the 2022 Sewer Revenue Bond, Account #559-9879-535-9301, Project ID: SW2202

June 20th, 2024

City of Laredo
Utilities Department
5816 Daugherty Ave
Laredo, TX 78041

Attention: **Mr. Ryan Bell PE**
C/O City of Laredo – Utilities Department

Project: **Manadas Creek Wastewater Treatment Plant**

Re: **Price Escalation due to Delay in Contract Execution and Notice to Proceed – Rev 2**

On June 20th 2024, PLW received Engineer's comments to PLW's letter submitted on February 5, 2024. While items 1, 2, 3, 4, 5, 8 and 9 were satisfied by the description provided in PLW's letter, Engineer now requests additional clarification on items 6, 7, 10, 11, 12 and 13.

The following breakdown shows the final proposal of $726,898.24 from the original proposal of $1,410,842.00 submitted on July 3rd2023. An agreement on this final sum would also close out all adjustments for costs and savings generated during the contract execution and notice to proceed period.

Please see additional clarification for each item:

6) **Trucking Escalation.** PLW waives this request subject to the approval of this proposal.

7) **Fuel Escalation Impact.** See chart below of historical fuel price in the US.



Source: https://ycharts.com/indicators/us_retail_diesel_price

For a total of 100,000 gal of fuel, this chart shows an average of $4.65/gal vs the original $3.73/gal from bid date. This represents a 24.66% increase in fuel cost.

10) Lines A & B Escalation. PLW waives this request subject to the approval of this proposal.

11 thru 13) Labor Escalation. Labor escalation related to contract award delay implied a 3-month delay of the project completion, which affects a total of 10,159.3 man-hr (25% of a total of 40,637.3 man-hr/year) at an increase of $3.58/hr. This unit rate is the difference between a unit price escalation of 5% year-over-year vs a 3% year-over-year. This updated amount is subject to the approval of this proposal.

Current breakdown below:

MANADAS - Escalation & VE's			BID		ACTUAL - Rev1		ACTUAL - Rev2				
Description	Unit of Measure	Quantity	Unit Cost in Bid	Total Cost in Bid	Unit Cost Executed	Total Cost Required	Unit Cost Executed	Total Cost Required	DELTA Rev-2 (Current)	DELTA Rev-1	DELTA
Identified Escalation impacts											
Concrete Material - Truck load Surcharge based on Cost of Fuel Escalation	Truckloads	985	$ 15.00	**$14,775**	$ 25.50	**$25,118**	$ 25.50	**$25,117.50**	($10,342.50)	**($10,343)**	($3,096)
	Truckloads	446	$ 15.00	**$6,690**	$ 25.50	**$11,373**	$ 25.50	**$11,373.00**	($4,683.00)	**($4,683)**	($10,092)
Concrete Material - Mix Escalation	CY	14000	$ 123.00	**$1,722,000**	$ 142.00	**$1,988,000**	$ 142.00	**$1,988,000.00**	($266,000.00)	**($266,000)**	($353,220)
HOBAS Material - Price Escalation- Named Supplier Per SPEC	LSUM	1		**$455,452**		**$510,106**		**$510,106.24**	($54,654.24)	**($54,654)**	($54,654)
SUEZ Process Equipment escalation - Submitted	LSUM	1		**$319,000**		**$470,000**		**$470,000.00**	($151,000.00)	**($151,000)**	($151,000)
Rebar Price Escalation (until February 13th 2023).	TON	558.245	$ 1,220.00	**$681,059**	$ 1,297.60	**$724,379**	$ 1,297.60	**$724,378.71**	($43,319.81)	**($43,320)**	($43,320)
	TON	558.245	$ 1,220.00	**$681,059**	$ 1,257.60	**$702,049**	$ 1,257.60	**$702,048.91**	($20,990.01)	**($20,990)**	($20,990)
Construction Equipment - Fuel Escalation Impact	GAL	100000	$ 3.73	**$373,000**		**$458,790**	$ 4.65	**$464,981.80**	($91,981.80)	**($85,790)**	($92,000)
Misc Metals	LSUM	1		**$1,150,982**		**$1,186,680**		**$1,186,680.00**	($35,698.00)	**($35,698)**	($62,909)
NPW Vertical Turbine Pumps	LSUM	1		**$150,236**		**$162,128**		**$162,128.00**	($11,892.00)	**($11,892)**	($11,892)
Labor Escalation	man-hr	10159.33	$ 39.25	**$398,787**	$ 42.83	**$435,146**	$42.83	**$435,124.10**	($36,336.88)	**($36,358)**	($145,434)
Total Escalation									**($726,898.24)**	($1,035,000)	($1,410,842)

Where some of the items have been removes as explained above. Final settlement amount proposed by PLW is **$726,898.24**.

Thanks

Adriano Casas, P.E., PMP
Project Manager

plw waterworks

C: 346.413.3786

acasas@plwUS.com | **plwUS.com**

webber
A Ferrovial company

February 10, 2026

City of Laredo
5816 Daugherty Ave
Laredo TX, 78041
Attn: Judd Gilpin

Re: CPR No. 2-Rev 5
Manadas Creek WWTP
CCMA Job No. 73836 73836

Mr. Gilpin,

Webber Waterworks proposes to complete these modifications as directed for the Lump Sum price of **$ 651,464.01** . This proposal is for the work associated with **Railroad casing thickness change request**

120 additional days will be required to perform this work if executed change order is received within 30 days. Please note, this is an estimated additional time for these particular modification and an excess of modifications can affect the completion date of the project.

Please find the attached Webber cost summary and associated reference material for your review and acceptance. If you have any questions or need additional information, please do not hesitate to call.

Regards,
Webber Waterworks

webber
A Ferrovial company

David Perez-Menendez
2026.02.10 13:36:41-06'00'

David Perez Menendez
Sr. Project Manager

City of Laredo
Manadas Creek WWTP
CCMA Job No. 73836

CPR No.: 2-Rev 5
Date: 02/10/26
PLW Job No.: P5H

Railroad casing thickness change request

Scope of Work

Pursuant to "Pipeline Crossing Agreement" between Union Pacific Railroad Company and the City of Laredo executed on 06/25/2023 a 0.75" casing steel wall thickness is required as opposed to 0.625" as originally intended. Additional requirements are also required as part of the Pipeline Crossing Agreement, and included in the Work Plan approved by Railpros and UPRR. This includes:

1. Steel Casing thickness (0.75" from previous 0.625") & 24-hr continuous work shift.
2. Additional 7LF of casing pipe due to the presence of existing underground utilities.
3. Geotechnical Exploration and UP Work Plan Process.
4. Ground Monitoring.
5. Cathodic Protection.
6. Grouting.
7. Use of Flaggers and Observers. This is an estimated amount. If additional time is needed due to any reasons related or unreleated to the work, PLW may seek additional compensation from the City of Laredo.
8. Project Supervision.
9. Additional Insurance Coverage.
10. Contingency Plan if settlement at rails exceeds the maximum limits.

Additionally, this Change Order includes a request for a total of 120 additional calendar days, accounting for the potential extended duration of the work plan review and approval process by Railpros

Item No.	Description	Qty	Unit	Labor Unit Cost	Labor Total Cost	Non-Taxed Material Unit Cost	Non-Taxed Material Total Cost	Subcontract Unit Cost	Subcontract Total Cost	Taxed Mat'l/Equip Unit Cost	Taxed Mat'l/Equip Total Cost
1	**.75" Casing in lieu of .625" Casing under the railroad - Line A.**										
1.1	54" Diameter - 0.75" wall tickness steel casing pipe - Supply (Core&Main)	120.0	LF			$ 670.00	$ 80,400.00				
1.2	Additional unit cost due to: 1) 24/7 work requirement to fully complete the 54" casing with 3/4" thickness. (AZAR Services). 2) Additional welding and equipment to manipulate the casing.	120.0	LF					$ 725.00	$ 87,000.00		
1.3	Remobilization (AZAR Services)	1.0	LS					$ 16,500.00	$ 16,500.00		
1.4	Traffic Control (AZAR Services)	1.0	LS					$ 3,500.00	$ 3,500.00		
2	**Additional 7LF of casing due to presence of underground utilities.**										
2.1	54" Diameter - 0.75" wall tickness steel casing pipe - Supply	7.0	LF			$ 670.00	$ 4,690				
2.2	Cost related to the installation of the additional 7ft of casing and pipe.	7.0	LF					$ 1,250.00	$ 8,750.00		
3	**Geotechnical Exploration and UP Work Plan Process**										
3.1	Geotechnical Investigation and UPRR Work Plan Submtital	1.0	LS					$ 25,459.00	$ 25,459.00		
4	**Ground Monitoring**										
4.1	Labor (2-men crew for 8hr/day during 2 weeks) - 4 times a every 24hrs while boring through Zone A.	112.0	HR	$ 48.67	$ 5,451.26						
4.2	Labor (2-men crew for 2hr/day during 1 week) - Once per day for 7 days after bore is completed.	14.0	HR	$ 48.67	$ 681.41						
5	**Cathodic Protection**										
5.1	Cathodic Protection Design	1.0	LS					$ 8,000.00	$ 8,000.00		
5.2	Cathodic Protection Installation	1.0	LS					$ 54,000.00	$ 54,000.00		
6	**Grouting**										
6.1	Contact Grout, reference to work plan	1.0	LS					$ 10,900.00	$ 10,900.00		
7	**Use of Flaggers and Observers**										
7.1	Flaggers - Supplied by Railpros. 24-7 for a total of 3 weeks. Unit price includes overtime.	504.0	HR					$ 138.50	$ 69,804.00		
7,2	Observers - Supplied by Railpros. 24-7 for 3 a total of 3 weeks. Unit price includes overtime.	504.0	HR					$ 191.67	$ 96,601.68		
8	**Project Supervision**										
8.1	Project Superintendent - 24/7 - 2 additional shifts of 8hr each day	336.0	HR	$ 118.98	$ 39,975.94						
8.2	Labor (1 worker) - 24-7 - 2 additional shifts of 8hr each a day.	336.0	HR	$ 48.67	$ 16,353.79						
9	**Additional Insurance Coverage**										
9.1	Additional Policy Limits as required by the Contractual Documents	1.0	LS					$ 9,093.00	$ 9,093.00		
	Direct Cost Subtotal				62,462.40		85,090.00		389,607.68		-
	Small Tools @ 0.0%				-		-	n/a	-		-
	Safety Materials, Equipment, & Training @ 0.0%				-		n/a	n/a			n/a
	Tax @ 0.00%				n/a		n/a	n/a			-
	Subtotal 2				62,462.40		85,090.00		389,607.68		-
	Subs				15,615.60		21,272.50		58,441.15		-
	Subtotal 3				78,078.00		106,362.50		448,048.83		-
	Warranty @ 1.0%				780.78		1,063.63		4,480.49		-
	Bonds @ 1.0%				780.78		1,063.63		4,480.49		-
	Insurance				780.78		1,063.63		4,480.49		-
	Total of all columns				80,420.34		109,553.38		461,490.30		

Grand Total Cost **651,464.01**

AZAR SERVICES LLC
February 09, 2026

ITEM NO.	DESCRIPTION	ESTIMATED QTY.	ESTIMATED UNIT	UNIT PRICE	TOTAL AMOUNT	JUSTIFICATION
	GENERAL REQUIREMENTS					
	DEDUCT					
1	Jack and Bore	120.00	LS	$ (650.00)	$ (78,000.00)	
1	Mobilization	1.00	LS	$ 6,500.00	$ 6,500.00	Additional Mobilization due to delay
	ADD			**SUBTOTAL**	**$ 6,500.00**	
	Jack and Bore UPRR Crossing					
2	Jack and Bore UPRR Crossing 24/7 until complete as per UPRR requriements w/ 3/4" casing wall thickness	120.00	LF	$ 1,375.00	$ 165,000.00	Additiaonal man power , Larger equipments and additona welding mateials plus additional over time to
~~3~~	~~Pot hole existing Utilities~~	~~1.00~~	~~LS~~	~~$ 6,500.00~~	~~$ 6,500.00~~	~~Unforseen Utlities~~
4	Traffic Control	1.00	LS	$ 3,500.00	$ 3,500.00	
~~5~~	~~Trench shoring requirements~~	~~100.00~~	~~LF~~	~~$ 150.00~~	~~$ 15,000.00~~	
6	Re-moblization	1.00	LS	$ 10,000.00	$ 10,000.00	
6	RR Monitor services Flaggers BY OTHERS	7.00	Days	$ 3,500.00		Cost to supply RR Monitor includign 24 hours by owner
7	RR Monitor services Observers BY OTHERS	7.00	Days	$ 4,800.00		Cost to supply RR Flaggers including 24 Hours by owner
	Sub-total				**$ 200,000.00**	
	Total				**$ 128,500.00**	$107,000.00
	Labor and equipment only					

Statement

Geotechnical Engineering Associates, LLC

Post Office Box 86
Brandon, MS 39043

Date
7/16/2025

To:

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

Purchase Order # 2025CP5H00004

Amount Due	Amount Enc.
$25,459.00	

Date	Transaction	Amount	Balance
04/16/2025	Balance forward		0.00
	25012 Laredo UPRR Consultation-		
04/17/2025	INV #25031. Due 05/17/2025.	18,494.00	18,494.00
05/23/2025	INV #25048. Due 06/22/2025.	5,133.75	23,627.75
06/23/2025	INV #25058. Due 07/23/2025.	1,831.25	25,459.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,831.25	5,133.75	18,494.00	0.00	0.00	$25,459.00

Geotechnical Engineering Associates, LLC
Post Office Box 86
Brandon, MS 39043

PARTIAL INVOICE

Geotechnical Investigation and Engineering Consultation

Laredo UPRR Consultation

Laredo, Texas

March 24 - April 12, 2025

Bill To

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

GEA Invoice No.: 25031
Invoice Date: 4/17/2025
GEA Project No.: 25012
Webber Job No.: P5H
Webber Contract No: 2025CP5H00004

Services Rendered: Prepare draft work plan, track and ground monitoring plan and contingency plan for utility crossing under railroad. Perform geotechnical investigation including: 2 soil borings, install 2 temporary piezometers, laboratory testing, engineering analysis and report.

Item Description	Qty	Units	Unit Rate	Total
Field Exploration: Principal Engineer	2.5	Hours	175.00	437.50
Field Exploration: Mobilization	1	Lump Sum	4,620.00	4,620.00
Field Exploration: Soil Boring Drilling & Sampling (Daily Rate)	1	Day	3,600.00	3,600.00
Field Exploration: Piezometer Materials	1	Lump Sum	261.50	261.50
Geotechnical/Materials Lab Testing: Moisture Content Test with Visual Classification	8	Tests	8.50	68.00
Geotechnical/Materials Lab Testing: Atterberg Limits Test (one point method)	5	Tests	55.00	275.00
Geotechnical/Materials Lab Testing: No 200 Wash	7	Tests	55.00	385.00
Professional Engineering Services: Principal Engineer	35.75	Hours	175.00	6,256.25
Professional Engineering Services: Engineering Aide	3.75	Hours	75.00	281.25
Professional Engineering Services: Senior Engineer	0.5	Hours	155.00	77.50
Professional Engineering. Services: Drafting Senior Technician/Designer	9	Hours	80.00	720.00
Project Expenses: Truck Mileage	1,156	Miles	0.75	867.00
Project Expenses: Subsistence (Meals per person)	3	Days	215.00	645.00

TOTAL DUE $18,494.00

Geotechnical Engineering Associates, LLC
Post Office Box 86
Brandon, MS 39043

INVOICE

Geotechnical Investigation and Engineering Consultation

Laredo UPRR Consultation

Laredo, Texas

April 13 - May 17, 2025

Bill To

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

GEA Invoice No.:	25048
Invoice Date:	5/23/2025
GEA Project No.:	25012

Services Rendered: Geotechnical engineering consultation including revision of geotechnical report and work plans to address Railpros comments.

Item Description	Qty	Units	Unit Rate	Total
Professional Engineering Services: Principal Engineer	14.5	Hours	175.00	2,537.50
Construction Phase: Senior Engineer	16.75	Hours	155.00	2,596.25

TOTAL DUE $5,133.75

Geotechnical Engineering Associates, LLC
Post Office Box 86
Brandon, MS 39043

INVOICE

Geotechnical Engineering Consultation

Laredo UPRR Consultation

Laredo, Texas

May 18 - June 21, 2025

Bill To

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

GEA Invoice No.:	25058
Invoice Date:	6/23/2025
GEA Project No.:	25012

Services Rendered: Additional geotechnical analysis for pipe settlement and report revision.

Item Description	Qty	Units	Unit Rate	Total
Professional Engineering Services: Principal Engineer	8.25	Hours	175.00	1,443.75
Professional Engineering Services: Senior Engineer	2.5	Hours	155.00	387.50

TOTAL DUE $1,831.25

Run Date: 7/17/25

Preshipment Notification

Customer #	**208699**
Order #	**W968398**
Date Ordered	05/12/25
Job #	P5H
Job Name	MANADAS WWTP
Customer Reference	
Purchase Order #	P5H
Method of Shipment	DIRECT
Contract Order #	R156961
Ordered By	ADRIANO
Ship Via	

Sold To:
PLW WATERWORKS LLC
STOCK #11 SAN ANTONIO EAST
1725 HUGHES LANDING BLVD
THE WOODLANDS, TX 77380-3875

Ship To:
PLW WATERWORKS LLC
MANADAS CREEK WWTP
8409 TEJAS LOOP
CONTACT: JAVIER 346 386 9551
LAREDO, TX 78045

Branch:
SAN ANTONIO-E TX
Branch - 011
13790 Judson Rd
San Antonio, TX 78233 0000

Phone: 210-657-1632

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	/05018227540	54 .75 WALL STEEL CASING PIPE (6) 20' LENGTH/AIS (1) 7' LENGTH/AIS BEVELED X SQUARE	127		127	670.00000	EA	.00
	/80018305551	42X54 CASING SPACER CENTERED 44.50 OD X 52.50 ID RAILROAD CROSSING	2		2	238.75000	EA	.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

BID # 2317275 C/O # R156961
BID NM: LAREDO-MANADAS CREEK WWTP - C153

Total Shipped:		.00
Total Ordered:	85567.50	

Statement

Geotechnical Engineering Associates, LLC

Post Office Box 86
Brandon, MS 39043

Date
7/16/2025

To:

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

Purchase Order # 2025CP5H00004

Amount Due	Amount Enc.
$25,459.00	

Date	Transaction	Amount	Balance
04/16/2025	Balance forward		0.00
	25012 Laredo UPRR Consultation-		
04/17/2025	INV #25031. Due 05/17/2025.	18,494.00	18,494.00
05/23/2025	INV #25048. Due 06/22/2025.	5,133.75	23,627.75
06/23/2025	INV #25058. Due 07/23/2025.	1,831.25	25,459.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,831.25	5,133.75	18,494.00	0.00	0.00	$25,459.00

Geotechnical Engineering Associates, LLC
Post Office Box 86
Brandon, MS 39043

PARTIAL INVOICE

Geotechnical Investigation and Engineering Consultation

Laredo UPRR Consultation

Laredo, Texas

March 24 - April 12, 2025

Bill To

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

GEA Invoice No.:	25031
Invoice Date:	4/17/2025
GEA Project No.:	25012
Webber Job No.:	P5H
Webber Contract No:	2025CP5H00004

Services Rendered: Prepare draft work plan, track and ground monitoring plan and contingency plan for utility crossing under railroad. Perform geotechnical investigation including: 2 soil borings, install 2 temporary piezometers, laboratory testing, engineering analysis and report.

Item Description	Qty	Units	Unit Rate	Total
Field Exploration: Principal Engineer	2.5	Hours	175.00	437.50
Field Exploration: Mobilization	1	Lump Sum	4,620.00	4,620.00
Field Exploration: Soil Boring Drilling & Sampling (Daily Rate)	1	Day	3,600.00	3,600.00
Field Exploration: Piezometer Materials	1	Lump Sum	261.50	261.50
Geotechnical/Materials Lab Testing: Moisture Content Test with Visual Classification	8	Tests	8.50	68.00
Geotechnical/Materials Lab Testing: Atterberg Limits Test (one point method)	5	Tests	55.00	275.00
Geotechnical/Materials Lab Testing: No 200 Wash	7	Tests	55.00	385.00
Professional Engineering Services: Principal Engineer	35.75	Hours	175.00	6,256.25
Professional Engineering Services: Engineering Aide	3.75	Hours	75.00	281.25
Professional Engineering Services: Senior Engineer	0.5	Hours	155.00	77.50
Professional Engineering. Services: Drafting Senior Technician/Designer	9	Hours	80.00	720.00
Project Expenses: Truck Mileage	1,156	Miles	0.75	867.00
Project Expenses: Subsistence (Meals per person)	3	Days	215.00	645.00

TOTAL DUE $18,494.00

Geotechnical Engineering Associates, LLC
Post Office Box 86
Brandon, MS 39043

INVOICE

Geotechnical Investigation and Engineering Consultation

Laredo UPRR Consultation

Laredo, Texas

April 13 - May 17, 2025

Bill To

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

GEA Invoice No.: 25048
Invoice Date: 5/23/2025
GEA Project No.: 25012

Services Rendered: Geotechnical engineering consultation including revision of geotechnical report and work plans to address Railpros comments.

Item Description	Qty	Units	Unit Rate	Total
Professional Engineering Services: Principal Engineer	14.5	Hours	175.00	2,537.50
Construction Phase: Senior Engineer	16.75	Hours	155.00	2,596.25

TOTAL DUE $5,133.75

Geotechnical Engineering Associates, LLC
Post Office Box 86
Brandon, MS 39043

INVOICE

Geotechnical Engineering Consultation

Laredo UPRR Consultation

Laredo, Texas

May 18 - June 21, 2025

Bill To

Webber
Adriano Casas
8409 Tejas Loop
Laredo, TX 78045

GEA Invoice No.: 25058
Invoice Date: 6/23/2025
GEA Project No.: 25012

Services Rendered: Additional geotechnical analysis for pipe settlement and report revision.

Item Description	Qty	Units	Unit Rate	Total
Professional Engineering Services: Principal Engineer	8.25	Hours	175.00	1,443.75
Professional Engineering Services: Senior Engineer	2.5	Hours	155.00	387.50

TOTAL DUE $1,831.25

FIRST CORROSION SOLUTIONS, LLC

July 18, 2025 Quote #071825.Webber.MCWTP.CP

Ariano Casas
Project Manager
Webber A Ferrovial Company
8409 Tejas Loop
Laredo, Texas 78045
346-413-3786 Mobile
acasas@wweber.com

Scope of Work

Install cathodic protection for the Manadas Creek Wastewater Plant 54" casing at pipeline crossing with railroad. The installation and materials will be in accordance with the attached engineering design drawings submitted by Dreiym Engineering and with the installation layout proposed by Laredo Waterworks.

First Corrosion Solutions LLC, a subsidiary of First Instrument Solutions LTD, is pleased to provide you with this quotation.

Please find our price quote below to provide labor and materials for installing Cathodic Protection for the 54" casing to be installed for the Manadas Creek Wastewater Treatment Plant project. This quote includes materials specified in the design drawings (included below) and includes labor, equipment and other miscellaneous materials necessary to complete the installation.

Description	Location	Type	Price each
Materials (anodes, test stations, wiring and installation parts)	Cased crossing at railroad Laredo, Texas	New installation	$15,705.00*
Labor and Equipment			$38,295.00*
TOTAL LABOR, MATERIALS AND EQUIPMENT			**$54,000.00***

*Applicable sales tax is not included. Please provide us with a tax exempt certificate, if applicable.

Pricing includes:

1. All materials listed in the design document Bill of Materials are included.
2. First Corrosion Solutions will provide -
    - Company supervisor
    - Installation crew with truck and tools
    - Mini- excavator
    - Skid Steer and Auger
    - Trailers for materials and equipment
3. First Corrosion Solutions will perform all trenching, digging, and backfilling for the anode installations.

4. Texas811 Locate Request (One Call Service)
5. Specialty equipment other than required under the scope of this project will be charged at T&M rates.
6. All change of work orders will be in writing and approved by Webber, City of Laredo and First Corrosion Solutions personnel and may be subject to additional charges.
7. Delays due to conditions at job site locations not under the control of First Corrosion Solutions may be subject to additional charges.

Price is valid for 60 days from the date of this proposal.

Please indicate your approval by providing First Corrosion Solutions with an approved purchase order. We will order materials and schedule crews as soon as we receive your acceptance. Materials delivery is three weeks after receipt of order.

Best Regards,

Roland Gonzalez
CP Manager
First Corrosions Solutions
First Instrument Solutions
5853 Leopard St.
Corpus Christi, TX 78408
Office (361)887-9001
Mobile (956)763-0135

From: Gonzalez Caballero, Ignacio
To: Rolando Gonzalez
Cc: Casas, Adriano
Subject: Proposed Cathodic Protection Layout
Date: Monday, April 21, 2025 11:27:33 AM
Attachments: image001.png
image002.png

Rolando,

This is what we are proposing. Please, let us know if the engineer it's ok with it:



Regards
Ignacio G. Caballero
Manager Survey Services
Waterworks

webber
A Ferrovial company

C +1 346-386-3470
igonzalez@wwebber.com

Casas, Adriano

From: Rolando Gonzalez <rgonzalez@fcscorrosion.com>
Sent: Tuesday, April 1, 2025 12:12 PM
To: Casas, Adriano
Cc: Ramon Rodriguez
Subject: RE: Laredo - Cathodic Protection

External email. Caution: Do not click links or attachments unless you recognize the sender and know the content is safe.

Adriano,

Here are budgetary cost estimates for providing a design and installation of cathodic protection on the 54" casing to be installed under the railroad:

Design Phase - $8,000

- Engineered design drawings will be provided.

Construction Phase - $50,000 ← Estimated Original Amount - See Actual Quote of $54k.
Included:

- Installation crew and company supervisor
- Materials (anodes and test stations)
- Trucks, tools, and equipment to install the cathodic protection system
- Testing and final report

Assumptions

- We will be provided with the full project specifications prior to initiating the design phase to ensure the design is in compliance with the specifications.
- All trenching and excavating will be done by Webber.
- Anodes and test stations will be installed on each end of the casing.
- The casing is 54" diameter bare steel pipe, 120' in length.

The construction phase cost estimate is a conservative estimate based on information provided to us at this time.

If you are able to procure coated pipe the materials cost will be lowered.

Thank you for your consideration. Let us know if you will need us to begin the design phase.

Regards.

Roland Gonzalez
CP Manager
First Corrosions Solutions
First Instrument Solutions
5853 Leopard St.
Corpus Christi, TX 78408

Office (361)887-9001
Mobile (956)763-0135



FIRST CORROSION SOLUTIONS, LLC



FIRST INSTRUMENT SOLUTIONS

From: Casas, Adriano <acasas@wwebber.com>
Sent: Monday, March 31, 2025 2:41 PM
To: Rolando Gonzalez <rgonzalez@fcscorrosion.com>
Cc: Ramon Rodriguez <rrodriguez@fcscorrosion.com>
Subject: RE: Laredo - Cathodic Protection

Hi. Yes, both ends will be excavated.

Line: 42" FRP line, however, the casing (cathodic protection) is 54" diameter.

Thanks

Adriano Casas
Project Manager

webber
A Ferrovial company

8409 Tejas Loop
Laredo, Texas 78045
C. 346.413.3786
acasas@plwus.com | **wwebber.com**

From: Rolando Gonzalez <rgonzalez@fcscorrosion.com>
Sent: Monday, March 31, 2025 2:39 PM
To: Casas, Adriano <acasas@wwebber.com>

Cc: Ramon Rodriguez <rrodriguez@fcscorrosion.com>
Subject: RE: Laredo - Cathodic Protection

External email. Caution: Do not click links or attachments unless you recognize the sender and know the content is safe.

Adriano,

Please provide me with the line size (Outside diameter). Also, will we have access to the casing at each end to attach our wires or will we need to excavate?

Thanks.

Roland Gonzalez
CP Manager
First Corrosions Solutions
First Instrument Solutions
5853 Leopard St.
Corpus Christi, TX 78408
Office (361)887-9001
Mobile (956)763-0135



FIRST CORROSION SOLUTIONS, LLC



FIRST INSTRUMENT SOLUTIONS

From: Casas, Adriano <acasas@wwebber.com>
Sent: Monday, March 31, 2025 10:47 AM
To: Rolando Gonzalez <rgonzalez@fcscorrosion.com>
Subject: Laredo - Cathodic Protection

Hi Mr. Gonzalez. Thanks for the call.

Like discussed, we are working on a Change Order for the City of Laredo.

Currently, there are no specifications for Cathodic Protection. However, we are going to propose an Allowance for this work in case it is required. Here is the description of the work:

1. Option 1:
    a. 120lf of steel casing, ¾" thickness.
    b. The casing is buried about 18ft underground.
    c. Casing is not coated.

2. Option 2:
    a. 120lf of steel casing, ¾" thickness.
    b. The casing is buried about 18ft underground.
    c. Casing is coated.

The project location is in Laredo, TX - 8409 Tejas Loop, Laredo, TX, 78045.

Please, provide a ROM number for these two scenarios.

Thanks

Adriano Casas
Project Manager

webber
A Ferrovial company

8409 Tejas Loop
Laredo, Texas 78045
C. 346.413.3786
acasas@plwus.com | **wwebber.com**

Superior Grouting Services
P.O. Box 691011, Houston, TX 77269
(281) 894-4175
estimates@superiorgrouting.com

Proposal Date:
5/15/2025

To:

Adriano Casas
Webber
346-413-3786
acasas@wwebber.com

Project Name:
Webber-Laredo annulus under UPRR
Project Location:
Laredo, TX

Quote

Description	Grout	Qty	Unit	Price/Unit
Pressure grout annulus space of 56in bore with 54in casing	55PCF	130	LS	$4,000.00

Short Load Fee	$1,000.00
Project/Agreement Set-up	$400.00
MOB Fee (Per Occurrence)	$5,500.00
Estimated Total	$10,900.00

Cubic Yardage calculation is a function of the above specified diameters, quantities and lineal footage. If additional additional material is required due to changes in the above specified scope of work or criteria, it will be billed at $350 per foamed CY and $450 per non-foamed CY inclusive of labor and equipment. Stand by time will be billed at a rate of $500 per hour or fraction there of.

****A Dead Run fee of $4,500 plus MOB will be charged if SGSI arrives on site and no work is performed.**

*NOTE: Specific Insurance requirements involving special certifications, subrogation, additional insured, safety requirements, compliance criteria or memberships or other GC administrative requirements will be billed as a pass-through cost in addition to the estimate sums.

Owner/GC Requirements:
1.) Acceptance of SGSI Grout Design Specified or advice of specific grout requirements
2.) Provide water and location to wash out equipment
3.)Traffic control; if required
4.) Plugging of lines; marking and installation of 2" injection pipe w/ 2" threaded male adapter, and 2" vent pipe w/ 2" metal ball valves on each end
5.) Any and all testing required

Term & Conditions

The preceding Statement of Work is subject to the following Terms and Conditions for Line Grouting Work. To the extent that these Terms and Conditions contradict any terms and conditions in any general or subcontract, these Terms and Conditions shall control. Each Term and Condition is material to Superior Grouting Service, Inc.'s ("Superior Grouting") agreement to perform the work outlined in the preceding Statement of Work.

1. Entire Agreement: This Statement of Work and these attached Terms and Conditions are the entire agreement between Superior Grouting and the customer and covers all work to be done under this Statement of Work. There are no prior representations, either verbal or written, outside of this Statement of Work. Any modification or change to the Statement of Work or these Terms and Conditions must be in writing and signed by an authorized representative of Superior Grouting.
2. Payment. Payment **shall not** be subject to Customer being paid by any other party, in whole or in part. Customer's duty to pay Superior Grouting is independent of any predicate action by any other party. Customer shall pay Superior Grouting within thirty **(30) days** of completion of any agreed portion of the work. Failure to make periodic payments shall entitle Superior Grouting to abandon the jobsite with no further requirement to complete work. Abandonment for failure to pay will not affect Superior's right and ability to place a lien on real property for periodic work completed, nor will it affect Superior Grouting's right to collect payment for any amounts owed.
3. Site Preparation – Customers Responsibility: It is the responsibility of Customer to prepare all worksite areas for timely completion, including proper installation of lines, clean/clear injection/vent pipes, concrete plugs, or other access/injection/containment requirements as stipulated in the Statement of Work. Specifically, it is the responsibility of Customer to ensure that all position and angle of inclination properties of casings and inserts are established and fixed prior to the grouting operation. These requirements need to be met to prevent flotation of pipe insert during the grouting procedure. Superior Grouting shall have **no liability** for shifting positions, change in degree of incline and/or flotation of pipe insert. Customer's failure to adequately prepare the site and/or provide site access to Superior Grouting constitutes a delay and may at the sole discretion of Superior Grouting require Customer to pay for any increased costs of mobilization, de-mobilization, and/or costs of materials affected by the delay in access and preparation in the site.
4. **No liability** for unspecified, or contractor/design-engineer specified, grout material. **Disclaimer** of express or implied warrant of suitability or for particular purpose. Superior Grouting provides a pressure grouting service. Superior Grouting does not design or manufacture grout materials, nor does it employ licensed engineers. Owner/Customer acknowledges that Superior Grouting is not a Design Engineer and does not have a Design Engineer on staff and does not specify the type of grout material required by this project. The type of grout material, and its specifications, shall be specified by Owner/ Customer and their licensed Design Engineer. Should Owner/Customer fail to specify the type of grout material, Superior Grouting will use its best efforts to determine the type of grout material to be used. However, Superior Grouting disclaims any express or implied warranty for suitability or particular purpose, and Owner/Customer, by failing to specify the type of grout material, acknowledges that Superior Grouting has **no liability** for damages caused by errors in grout material design.
5. **No liability** for improper site preparation by Customer, Customer's Employees or Owner/Customer's Subcontractors: Customer acknowledges that the general contractor and/or Customer is responsible for site preparation, including purchasing conduit, designing conduit system, setting and installing the conduit that the grout material will be injected into. Owner/Customer acknowledges that Superior Grouting has **no liability** for damages caused by any errors in site preparation, conduit design, installation or bulkhead design. Should Customer desire to have Superior Grouting's input into how to set up the grout injection/vent lines, Customer must state that in writing, and include the request for input as a separate line item in the Scope of Work.

_____
Initials

6. **Accuracy in information provided to Superior Grouting.** Customer acknowledges that in order to quote, coordinate and execute work on any line-grouting project, Superior must be provided by Customer with accurate information specifying the diameter and total length of the casing, bore or pipeline, including the correct number and size of inserts, where applicable ("Grout Volume Calculation Input Information"). Time is of the essence in conducting line grouting work. In order to properly mobilize, have sufficient amount of grout available on the job, and to stage trucks to bring grout to the jobsite for injection, Superior must be provided accurate Grout Volume Calculation Input Information. **Superior will not be liable for delays, increased costs, or damage caused by Customer providing inaccurate Grout Volume Calculation Input Information.**

a. **Volume of grout:** Superior will only inject the volume of grout that the casing (less any conduits) is calculated to hold, regardless of whether grout is coming out of a vent or not. In order to supersede this mandatory rule, Customer must designate a corporate representative, with authority to bind Customer, to approve the order to proceed with injecting additional grout. Customer assumes any and all liability for any adverse effects of injecting more grout than the volume of the casing (less any conduit, if applicable) will hold.

1. **Limitation of Liability** Owner/Customer agrees that Superior Grouting's Liability for any damages/losses/failures due to negligence of Superior Grouting, to the extent not covered by any other section of these Terms and Conditions, shall be limited to the lesser of either (a) the total cash price of the Statement of Work, or (b) percentage of total cash price of the Statement of Work represented by the current completion factor when the alleged negligence occurred.

2. **Execution of Work without Interruption:** It is agreed that Superior Grouting Services, Inc. shall be permitted to execute our work without interruption. If we are delayed at any time by an act or neglect of the Owner/Customer or their representative or employee, or any other contractor employed by the Owner (All referred to as "Owner"), for any changes ordered in the work, then we shall be reimbursed for our actual additional expense unless other arrangements have been made in writing.

3. **Access to work site. Customer warrants that Owner will furnish Superior Grouting free access to the worksite to perform its work according to the Scope of Work. Customer will ensure an adequate staging area for Superior Grouting to perform its work.**

4. Interruptions caused by owner – additional fee: The price quoted herein is based on one (1) move-in and one (1) move-out. If Superior is forced to move onto and off the project more than one time (meaning the original move-in prior to work and move out after work is competed), and this additional mobilization is due to the fault of the Customer or Owner, Customer shall be liable for an additional mobilization fee, which will be the greater of the mobilization fee for the job or fifteen hundred dollars ($1,500.00).

5. Blockages or movement of land. Superior Grouting Services, Inc., shall not be responsible for blockages, stoppages, sloughing or heaving of ground or any other kind of intrusion or condition that impacts the flow of injected grouting material.

6. **Force Majeure. Superior Grouting is not responsible for delays caused by work stoppages, strikes, fires, flood, acts of God, acts of war, insurrection, or pandemic ("force majeure conditions"). If work is delayed by any force majeure condition for less than 60 days, Superior Grouting shall be afforded an extension of time for its performance equal to each day lost to a force majeure condition. To the extent at a force majeure condition lasts 60 days or more, then Superior Grouting shall be excused from non-performance and the Scope of Work may be cancelled at either owner's or Superior Grouting's request.**

7. **Venue and jurisdiction for dispute resolution: In any dispute between Customer and Superior Grouting, such dispute shall be brought in the State or Federal Courts of Harris County, Texas. Customer consents to jurisdiction in Harris County for all disputes arising under this Statement of Work. All disputes shall be subject to the laws of the State of Texas without other references to Conflicts of Laws. Any arbitration provision which may be included in any general contract or subcontract to which these Terms and Conditions are attached or subsumed is expressly rejected in favor of this venue and jurisdiction provision.**

8. 45 days to agree or withdrawn: This proposal is based upon present prices and present conditions and is valid for forty-five (45) days. **This Statement of Work shall be held open for forty-five (45) days. If it is not returned signed within forty-five (45) days, Superior Grouting is considered to have withdrawn the Statement of Work. Any signature by Customer after more than 45 days shall not bind Superior Grouting.**

_____
Initials

9. Cancellations: Cancellations that occur within 24 hours of planned Project Start will be charged the entire cost of materials and mobilization as liquidated damages, without regard for, and with no requirement for Superior Grouting to attempt to mitigate damages by using any materials on other jobs.
10. Non-union labor: The pricing in the attached Statement of Work is calculated on the use of non-union labor. Should the job or customer require the use of union labor, the Statement of Work will be modified to increase price commensurate with the increased cost of labor (if any). Customer consents to the increased cost of labor, should the labor cost be for unionized labor. If Customer does not consent to the increased cost of union labor, the Statement of Work **is void** and is deemed to have been based on mutual misunderstanding. Customer shall have no remedy for breach of contract, tort, fraud or any other cause of action against Superior Grouting for the Statement of Work becoming void due to Customer not consenting to increased cost due to required use of union labor.
11. Interest on late payments: Any amounts due and owing under this Statement of Work more than 60 days shall accrue interest at an annual percentage rate of 10%, beginning from the date originally due.
12. Attorneys' fees and litigation costs: Should Superior Grouting engage an attorney to collect sums due under this Statement of Work, including without limitation pursuing demand letters and/or filing a lawsuit, or to defend Superior Grouting in any lawsuit filed by Customer, Customer agrees to pay

Acceptance

This proposal as offered for Thirty (30) days from today's date and may be withdrawn by Superior Grouting Services at that time.

Signature _____ Date _____

Authorized Agent _____ Purchase Order Number _____

Submitted By:

Date:
5/15/2025

Casas, Adriano

From: Straiton, Kathy
Sent: Wednesday, July 23, 2025 12:00 PM
To: Casas, Adriano
Cc: Reyes Martinez, Javier
Subject: RE: P5H - Additional Insurance Requirements
Attachments: Atlantic Star RRP app fillable PDF.pdf

Adriano,

We have received a quote.

Amerisure has provided an updated Railroad Protective Liability quote per the attached application. ***Premium is $9,093*** *for the term of 9/8/2025 to 9/8/2026. The application has a lesser term. The premium would be the same regardless if issued for one year or one month. Limits are $2,000,000 each occurrence/$6,000,000 aggregate based on cost of $600,000 within 50 ft of the Railroad.*

Please review, we can bind today if needed.

Thanks,
Kathy

Kathy Straiton
Proposal Coordinator

Webber, LLC
Waterworks Division
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77380
T. 281.907.8600
C. 713.392.8335
kstraiton@wwebber.com | **wwebber.com**

From: Casas, Adriano <acasas@wwebber.com>
Sent: Thursday, July 17, 2025 3:26 PM
To: Straiton, Kathy <kstraiton@wwebber.com>
Cc: Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: RE: P5H - Additional Insurance Requirements

Hi Kathy,

Please, find the attached filled out form.

Thanks

Adriano Casas
Project Manager

webber
A Ferrovial company

8409 Tejas Loop
Laredo, Texas 78045
C. 346.413.3786
acasas@plwus.com | **wwebber.com**

From: Straiton, Kathy <kstraiton@wwebber.com>
Sent: Thursday, July 17, 2025 2:41 PM
To: Casas, Adriano <acasas@wwebber.com>
Cc: Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: RE: P5H - Additional Insurance Requirements

Adriano,

I have received this form that needs to be completed. Do your best to complete and I will work on the holes.

Thanks!

Kathy Straiton
Proposal Coordinator

Webber, LLC
Waterworks Division
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77380
T. 281.907.8600
C. 713.392.8335
kstraiton@wwebber.com | **wwebber.com**

From: Casas, Adriano <acasas@wwebber.com>
Sent: Thursday, July 17, 2025 1:46 PM
To: Straiton, Kathy <kstraiton@wwebber.com>
Cc: Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: RE: P5H - Additional Insurance Requirements

Thanks!

Adriano Casas
Project Manager

webber
A Ferrovial company

8409 Tejas Loop
Laredo, Texas 78045
C. 346.413.3786

acasas@plwus.com | **wwebber.com**

From: Straiton, Kathy <kstraiton@wwebber.com>
Sent: Thursday, July 17, 2025 1:22 PM
To: Casas, Adriano <acasas@wwebber.com>
Cc: Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: RE: P5H - Additional Insurance Requirements

Thank you! Quote was requested this morning. Cross your fingers that we get it tomorrow.

Kathy Straiton
Proposal Coordinator

Webber, LLC
Waterworks Division
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77380
T. 281.907.8600
C. 713.392.8335
kstraiton@wwebber.com | **wwebber.com**

From: Casas, Adriano <acasas@wwebber.com>
Sent: Thursday, July 17, 2025 10:21 AM
To: Straiton, Kathy <kstraiton@wwebber.com>
Cc: Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: RE: P5H - Additional Insurance Requirements

Hi Kathy, please see below:

This is a Change Order based on change in conditions. New requirements implemented in the project. This work relates to the United Pacific Railroad. See answers below:

- Why do you need this? Is the project adding a scope, etc.? **Response:** Change in conditions (thickness of the casing under the railroad, cathodic protection (new scope), contact grouting (new scope), etc.
    - Value. **Response:** Change Order amount of around $630k. Value of Original Scope: $150k. Total scope to be insured under these conditions: $780k.
    - Schedule. **Response:** Total period of 4 weeks. Anticipated Starting Date on September 8th 2025.
- Requirements, required by owner? **Response**: Yes, required by Owner. See attached contractual document between the City of Lared/o and UPRR (See Exhibit C).
- /When is this needed by? **Response**: 07/18/2025.

Thanks!

Adriano Casas
Project Manager

webber
A Ferrovial company

8409 Tejas Loop
Laredo, Texas 78045
C. 346.413.3786
acasas@plwus.com | **wwebber.com**

From: Straiton, Kathy <kstraiton@wwebber.com>
Sent: Wednesday, July 16, 2025 8:56 AM
To: Casas, Adriano <acasas@wwebber.com>
Subject: FW: P5H - Additional Insurance Requirements

Good Morning Adriano,

Please send me information regarding this request.

- Why do you need this? Is the project adding a scope, etc.?
  - Value
  - Schedule
- Requirements, required by owner?
- When is this needed by?

Anything else would be helpful. I will get the scope as soon as possible.

Thanks!

Kathy Straiton
Proposal Coordinator

Webber, LLC
Waterworks Division
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77380
T. 281.907.8600
C. 713.392.8335
kstraiton@wwebber.com | **wwebber.com**

From: Straiton, Kathy
Sent: Tuesday, July 15, 2025 2:28 PM
To: Sobel, Rosalind <rosalind.sobel@wwebber.com>; Casas, Adriano <acasas@wwebber.com>; Gutierrez, Mikel <mikel.gutierrez@wwebber.com>; Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: RE: P5H - Additional Insurance Requirements

Thanks Rosalind.

Hi Adriano,

What is it that you need for the Manadas project. Please send the request/paperwork/requirements.

Thanks,
Kathy

Kathy Straiton
Proposal Coordinator

Webber, LLC
Waterworks Division
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77380
T. 281.907.8600
C. 713.392.8335
kstraiton@wwebber.com | **wwebber.com**

From: Sobel, Rosalind <rosalind.sobel@wwebber.com>
Sent: Tuesday, July 15, 2025 1:54 PM
To: Casas, Adriano <acasas@wwebber.com>; Gutierrez, Mikel <mikel.gutierrez@wwebber.com>; Reyes Martinez, Javier <jreyes@wwebber.com>; Straiton, Kathy <kstraiton@wwebber.com>
Subject: Re: P5H - Additional Insurance Requirements

Understood. Normally @Straiton, Kathy obtains the quotes for PLW directly. Kathy- I'm happy to help if this is not something you are handling. Just let me know.

Get Outlook for iOS

From: Casas, Adriano <acasas@wwebber.com>
Sent: Tuesday, July 15, 2025 11:45:54 AM
To: Sobel, Rosalind <rosalind.sobel@wwebber.com>; Gutierrez, Mikel <mikel.gutierrez@wwebber.com>; Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: Re: P5H - Additional Insurance Requirements

Hi Rosalind, this is an existing project with Webber Waterworks.
It's the Manadas Creek WWTP - P5H

From: Sobel, Rosalind <rosalind.sobel@wwebber.com>
Sent: Thursday, July 10, 2025 11:56:44 AM
To: Gutierrez, Mikel <mikel.gutierrez@wwebber.com>; Casas, Adriano <acasas@wwebber.com>
Subject: RE: P5H - Additional Insurance Requirements

Good Afternoon,

I'm happy to help. Is this for a new bid, new project, or an established project? Also, which Division (ex: Heavy Civil, PLW, Infra)?

Kind Regards,

Rosalind J. Sobel
Corporate Insurance Manager – Legal Team
webber
A Ferrovial company
10415 Morado Circle, Suite 200
Austin, TX 78759
T. 713.964.2811
C. 512.783.4219
rosalind.sobel@wwebber.com | **wwebber.com**

From: Gutierrez, Mikel <mikel.gutierrez@wwebber.com>
Sent: Thursday, July 10, 2025 11:40 AM
To: Casas, Adriano <acasas@wwebber.com>; Sobel, Rosalind <rosalind.sobel@wwebber.com>
Subject: P5H - Additional Insurance Requirements

Adriano,

Adding in @Sobel, Rosalind regarding this contract. She usually procures any additional insurance for our projects. Roz, please see the attached.

Best,

Mikel Gutierrez
Paralegal

1725 Hughes Landing Blvd., Suite 1200
The Woodlands, Texas 77380
T. 713.964.2800 ext. 4499
C. 346.740.2549
Mikel.Gutierrez@wwebber.com | **wwebber.com**

webber

From: Casas, Adriano <acasas@wwebber.com>
Sent: Wednesday, July 9, 2025 11:28 AM
To: Gutierrez, Mikel <mikel.gutierrez@wwebber.com>
Subject: P5H - Additional Insurance Requirements

Hi Mikel, please find the attached additional requirements for our project. Can you please obtain a quote for this?

Thanks

Adriano Casas
Project Manager

webber
A Ferrovial company

8409 Tejas Loop
Laredo, Texas 78045
C. 346.413.3786
acasas@plwus.com | **wwebber.com**

RAILPROS

4/9/2025

Adriano Casas
Webber LLC (Webber Waterworks, LLC)
346-413-3786
acasas@wwebber.com

Subject: **Quote for Contractor in Charge Services**

Dear Mr. Casas,

Thank you for contacting RailPros to provide a qualified Contractor in Charge. RailPros provides associates with extensive railroad experience, all qualified in GCOR, Maintenance-of-Way, and On-track safety. All our Contractors in Charge are dedicated to safety on the jobsite and have an acute understanding of railroad rules.

RailPros charges a daily rate which includes an 8-hour on-site workday, mobilization, and Per Diem costs. Our services are billed for the Contractor in Charge's (CIC's) time on site, to include any time setting up and taking down track protection, if applicable. Any time beyond the CIC's 8 hours will be charged at an hourly overtime rate.

The rates for our services are as follows for work performed on, over or under Union Pacific ROW:

One Time Administrative Fee:	
Certified payroll set-up fee	$300.00
Weekly Administrative Fee:	
Certified payroll reports	$150.00
Standard Workday:	
Standard 8-hour day	$1,018.00
Overtime rate per hour after 8 hours	$145.00
Nights, Weekends, and Holidays:	
Standard 8-hour day	$1,285.00
Overtime rate per hour after 8 hours	$164.00

In the event of cancellation, if RailPros Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to UP.Info@RailPros.com.

This quote is based on RailPros understanding of prevailing wage requirements in Webb County, TX.

Invoices are submitted upon completion of the job or at month's end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt. Invoices are subject to a 1.5% fee for every 30 days the payment is delinquent. Please contact RailPros at 877-315-0513 or UP.Info@railpros.com for more information.

The quoted rates are valid for 30 days and is subject to the Services Agreement (SA).

RailPros (SOW) Scope of Work

RailPros agrees to provide flagging and other staff support services to client or its contractors (the "Services") at the dates, locations and times requested by client. The Services will be provided pursuant to the terms and conditions in the Agreement. RailPros will require employees and any subcontractors and agents involved in the providing such Services to comply with the applicable terms of this Agreement in providing such Services. RailPros warrants that (i) Services will be provided in a workmanlike manner, (ii) RailPros Personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Agreement. The Services will be provided in compliance with all governmental laws, regulations, and rules, and in accordance with Maintenance of Way and Signal Department On-Track-Safety Roadway Worker Rules and the Company's Operating Rules. A Scope of Services/Service Quote shall be prepared for each site at which the Services are to be performed, and it shall become apart of this Agreement when authorized in writing by each party's authorized representative. The Scope of Services will set forth, at a minimum, the cost, location, dates, times and expected number of personnel required for each job site.

Initial -_____

RailPros Field Services, Inc.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between RailPros Field Services, Inc. ("RailPros") and the entity or individual ("Customer") described in the Scope of Work/Customer Information Request. The SOW is expressly incorporated herein by reference for all purposes. The SOW also provides RailPros' charges for services requested. This Agreement shall become effective upon the earlier of the Customer's executing this agreement or RailPros' reasonably undertaking to perform services requested by the Customer (the "Effective Date").

WHEREAS Customer desires to retain RailPros to provide certain services described and set forth in further detail in the SOW (the "Services"); and

WHEREAS, RailPros has the capability and capacity to provide the Services and—subject to the terms and conditions set forth herein—is willing to perform such Services; and

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RailPros and Customer (hereinafter, collectively, the "Parties," or each, individually, a "Party") agree as follows:

1. RailPros shall provide Services to the Customer: (1) in accordance with the terms of this Agreement; (2) within any parameters set forth in the SOW; and (3) to the reasonable satisfaction of the Customer. In turn, the Customer shall pay RailPros for its services at the applicable daily rate(s) set forth in the SOW.

2. RailPros shall periodically provide Customer with invoices that set forth the value of the Services provided to Customer during a defined period of time (collectively, the "Invoices"; individually, an "Invoice"). Invoiced amounts are due and payable within thirty (30) days of the date included on an Invoice, and Customer shall remit payment to RailPros at 5605 N MacArthur Blvd, Suite 650, Irving, Dallas County, TX 75038. In the event Customer fails to timely remit payment to RailPros as required in this Section 2, RailPros may elect to immediately cease providing Services to Customer—without providing any advance notice to Customer— until Customer remits payment for all amounts owed by Customer for Services. Customer expressly agrees and acknowledges that it shall neither assert nor seek to enforce any claim for damages or penalties arising from RailPros' ceasing performance under this Section 2. RailPros' right to cease providing Services based on nonpayment and/or untimely payment is independent of any right(s) set forth in Section 5 of this Agreement.

3. In the event that Customer contests any charge(s) included on an Invoice and/or asserts that any Services described in an Invoice were deficient, Customer shall submit a written complaint to RailPros (a "Complaint") within fifteen (15) business days of its receipt of the challenged Invoice. A Complaint must set forth (in detail): (1) the Services and/or Invoice entries that Customer is contesting; (2) the basis for Customer's Complaint; and (3) Customer's desired solution. Failure to timely submit a Complaint shall constitute a waiver of any grievances related to the subject Invoice and shall further be construed as an unequivocal agreement to pay all amounts described therein.

4. Customer may terminate this Contract, in whole or in part, at any time without cause, and without liability except for required payment for services rendered by providing at least twenty-four (24) hours written notice to RailPros. Failure to provide timely notice under this provision shall obligate Customer to pay RailPros for one (1) additional days' worth of Services at the applicable daily rate(s) set forth in the SOW.

5. RailPros may terminate this Agreement without liability, effective upon providing notice to Customer, if Customer: (1) materially breaches a provision of this Contract and fails to cure its breach within fifteen (15) days after receipt of written

Initial -_____

5605 N. MacArthur Blvd, Suite 650
Irving, TX 75038

P: (877) 315 – 0513 Option 1
www.railpros.com

notice of its breach, or (2) becomes insolvent or admits and/or demonstrates its inability or unwillingness to pay its debts as they become due.

6. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Services described in the SOW are completed or the Contract is terminated.

7. This Agreement benefits solely the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. This Agreement may not be altered, amended, modified, or otherwise changed, except by a writing duly executed by theParties hereto.

9. This Agreement constitutes the final and entire agreement between the Parties, and this Agreement supersedes all prior understandings and agreements, if any, among or between the Parties.

10. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Contract or any part thereof or the right of any person thereafter to enforce each provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.

11. This Agreement shall be interpreted and construed under the laws of the State of Texas, and venue for all suits arising out of or relating to this Contract shall be brought exclusively in a Texas state district or county court sitting in Tarrant County, Texas.

12. All invoices, requests, communications, and notices required to be sent to Customer shall be delivered to the address(es) and/or email address(es) set forth in the SOW. All Complaints, requests, communications, and notices required to be sent to RailPros shall be sent to RailPros at 5605 N MacArthur Blvd, Suite 650, Irving, Dallas County, TX 75038, Attention: Legal. Any notice of termination and/or cancelation shall be sent to RailPros at Legal@RailPros.com.

13. Neither of the Parties shall be liable for any delays or failures in performance due to acts of God, strikes, lockouts, labor restrictions by governmental authority, civil riots, war and acts of terrorism.

14. In the event of any subsequent litigation involving the interpretation or enforcement of this Contract, the prevailing Party shall recover against the non-prevailing Party all its costs and reasonable attorneys' fees incurred in connection with the lawsuit.

15. In connection with RailPros' providing the Services, RailPros agrees to obtain the following insurance policies: (1) a Commercial General Liability policy with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate (the "CGL Policy") and (2) a Commercial Automobile Liability policy with limits of not less than $1,000,000 (collectively, the "Policies").
The Policies shall include Customer as additional insureds (collectively, the "Additional Insureds"). Coverage for the Additional Insureds shall be primary and non-contributory to any other insurance maintained by Customer. Coverage for Additional Insureds under the CGL Policy shall be set forth via an ISO endorsement form CG 20 26 07 04 (or equivalent endorsement), unless otherwise limited by applicable law. The Policies shall include a Waiver of Subrogation in favor of Customer. RailPros agrees to provide Customer with Certificate(s) of Insurance that verify the foregoing.
In addition, RailPros agrees to maintain Workers' Compensation insurance (the "WC Policy") with limits established by statue in the state where the Services will be provided. All RailPros employees providing Services shall be covered under the WC Policy, including employees who are sole proprietors, members, or partners, whether or not required by applicable law. The WC Policy shall also include a Waiver of Subrogation in favor of Customer.

16. RailPros and Customer each agree to indemnify, defend, and hold the other harmless from any third- party claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) alleged to arise from the indemnifying party's sole negligence in performing their respective obligations under this Agreement.

Initial -_____

5605 N. MacArthur Blvd, Suite 650
Irving, TX 75038

P: (877) 315 – 0513 Option 1
www.railpros.com

Thank you,

RailPros

RYAN MCCARTY
Field Operations Coordinator - Flagging
(877) 315-0513 Option 1

By my signature, I acknowledge that I have read, understand, and agree to the terms in the quote and service agreement

_____
Client Company Representative (Print Name/Sign)

_____
Title

_____
Date

If you have any questions regarding this quote and/or service agreement, or would like further information, please feel free to contact RailPros.

RailPros offers a full suite of right of way services including permitting, utility inspections, railroad engineering services and customizable training. To learn more, visit www.railpros.com

5605 N. MacArthur Blvd, Suite 650
Irving, TX 75038

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webber
A Ferrovial company

September 18, 2025

City of Laredo
5816 Daugherty Ave
Laredo TX, 78041
Attn: Oscar Martel

Re: CPR No. 5
Manadas Creek WWTP
Job No. CCMA Job No. 73836

Mr. Martel,

PLW Waterworks proposes to complete these modifications as directed for the Lump Sum price of **10,754.06** . This proposal is for the work associated with **Electrical Scope additions**

0 additional days will be required to perform this work if executed change order is received within 30 days. Please note, this is an estimated additional time for these particular modification and an excess of modifications can affect the completion date of the project.

Please find the attached Webber cost summary and associated reference material for your review and acceptance. If you have any questions or need additional information, please do not hesitate to call.

Regards,
Webber Waterworks LLC

David Perez-Menendez
Sr. Project Manager

City of Laredo
Manadas Creek WWTP
Job No. CCMA Job No. 73836

CPR No.: 5
Date: 09/18/25
Webber Waterworks Job No.: P5H

Electrical Scope additions

Scope of Work

This Change Proposal Request covers the following scope additions and modifications:
- Moving Ground Inside fence
- RWCP RFI #082
- Chart Recorder RFI #086
- Moving Level at Headworks
- PLC Feed MCC2

Item No.	Description	Qty	Unit	Labor Unit Cost	Labor Total Cost	Non-Taxed Material Unit Cost	Non-Taxed Material Total Cost	Subcontract Unit Cost	Subcontract Total Cost	Taxed Mat'l/Equip Unit Cost	Taxed Mat'l/Equip Total Cost
	Subcontractor										
	W-Industries - Several Scopes. Backup attached.	1.00	LS					$ 8,352.67	$ 8,352.67		
	Subtotal 1										
	Direct Cost Subtotal Prime Contractor & Subcontracto A				-		-		8,352.67		-
	Payroll Taxes and Worker Compensation @ 54.0%				-		n/a		n/a		n/a
	Tax @ 8.25%				n/a		n/a		n/a		-
	Equipment Compensation @15%				n/a		n/a		n/a		-
	Subtotal 2				-		-		8,352.67		-
	Overhead & Profit @ 25.0% - Labor, Equip, & Material, @ 25.0% - Subs				-		-		2,088.17		-
	Subtotal 3				-		-		10,440.84		-
	Warranty @ 1.00%				-		-		104.41		-
	Bonds @ 1.00%				-		-		104.41		-
	Insurance @ 1.00%				-		-		104.41		-
	Subtotal 4				-		-		10,754.06		-
	Total of all columns				10,754.06						
	Other				-						

Grand Total Cost **10,754.06**

CHANGE ORDER PROPOSAL FORM

Project: Manadas Creek WWTP
Owner: City of Laredo
Contractor: W-Industries
Project Manager: Brian Lingua

Change Proposal No. 3
Date Submitted 8/12/2025
Brief Description of proposed work to be performed:

RFI's and other CO - Breakdown

Sub-Contractor Work

Description	Man Hours	Hourly Rate	Labor Total	Mtl. Qty. Req'd	Mtl. Unit Cost	Material Total	Equip Time Units	Equip Time Cost	Equip Total	Lump Sum	Sub Totals
Moving ground inside fence	26.88	$ 65.00	$ 1,747.20	1	$ 360.49	$ 360.49	1	$ 1,427.22	$ 1,427.22		
RWCP Feed - RFI #82	9.03	$ 65.00	$ 586.95	1	$ 256.23	$ 256.23					
Chart Recorder - RFI #86	1.42	$ 65.00	$ 92.30	1	$ 89.89	$ 89.89					
Moving Level - Headworks	7.51	$ 65.00	$ 488.15	1	$ 496.48	$ 496.48					
PLC Feed - MCC2	4.16	$ 65.00	$ 270.40	1	$ 173.88	$ 173.88					
			$ -			$ -					
Sub-Contractor Direct Work			**$ 3,185.00**			**$ 1,376.97**			**$ 1,427.22**		**$ -**

The itemized breakdown is to include:
1) List of materials and equipment to be installed;
2) Man hours for labor by classification;
3) Equipment used in construction;
4) Consumable supplies, fuels, and materials;
5) Royalties and patent fees;
6) Bonds and insurance;
7) Overhead and profit;
8) Field office costs;
9) Home office cost; and
10) Other items of cost.

Sub-Contractor Work Totals	
Labor Sub Total	$ 3,185.00
40% Overhead (office Labor)	$ 1,274.00
Labor Total	$ 4,459.00
Material Total	$ 1,376.97
Equipment Total	$ 1,427.22
Sub Total	$ 7,263.19
15% Sub-Contractor's Fee	$ 1,089.48
Total Cost	**$ 8,352.67**

plw waterworks

REQUEST FOR INFORMATION

No. 82

RFI TITLE: RWCP RASWAS

DATE: 4/18/2025

RESPONSE REQUIRED BY: 5/3/2025

PROJECT: Manadas Creek WWTP

Project No : P5H

To: B. Ryan Bell, P.E.

CC:

WORK IMPACT: [X] YES [ ] NO **SCHEDULE IMPACT:** [ ] YES [x] NO **COST IMPACT:** [ ] YES [X] NO

REQUEST:

Hi Ryan,

I hope you're doing well.

Per our electrical subcontractor's request, we're submitting this RFI to clarify what circuit and wire size should be used to feed the RWCP (Remote Water Control Panel).

Please refer to the attached file for context. Let us know if you need any additional information to provide an answer.

REF. DRAWINGS: Projet plans

ATTACHMENTS:

REQUESTED BY: Javier Reyes **DATE:** 4/18/2025

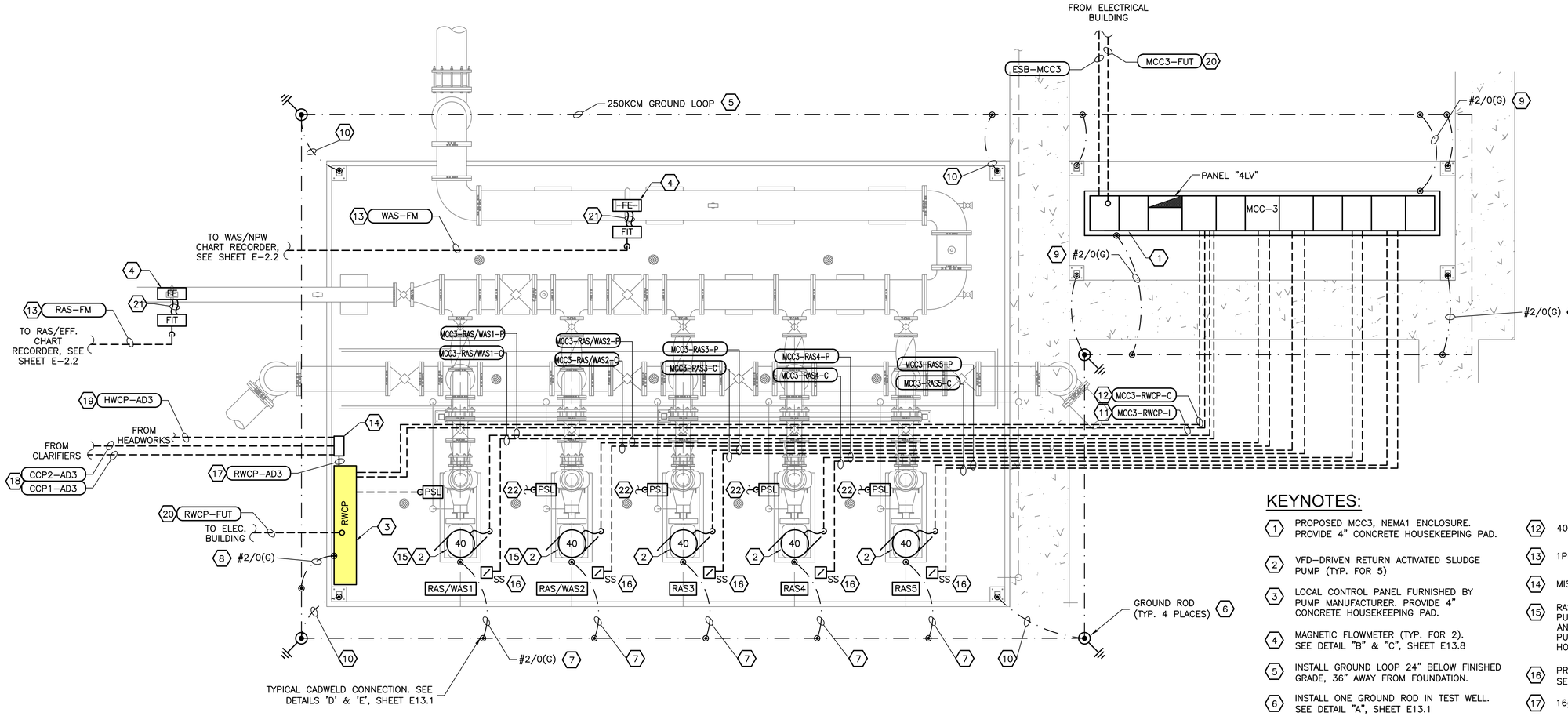
RESPONSE:

1. This panel should be 120V, 1-phase. Confirm RWCP voltage with Raw Water CP manufacturer.
2. Provide 120V, 1-phase circuit from MCC4/ Panel 4LV to power CP. [4LV-11]

SIGNATURE: Elizabeth Segner-Zarate

RESPONSE SIGNED BY: Elizabeth Segner-Zarate, PE

DATE: 4/29/2025



1 RAS/WAS PUMP BUILDING PLAN- ELECTRICAL

SCALE: 1/4" =1'–0"

NORTH

KEYNOTES:

1. PROPOSED MCC3, NEMA1 ENCLOSURE. PROVIDE 4" CONCRETE HOUSEKEEPING PAD.
2. VFD–DRIVEN RETURN ACTIVATED SLUDGE PUMP (TYP. FOR 5)
3. LOCAL CONTROL PANEL FURNISHED BY PUMP MANUFACTURER. PROVIDE 4" CONCRETE HOUSEKEEPING PAD.
4. MAGNETIC FLOWMETER (TYP. FOR 2). SEE DETAIL "B" & "C", SHEET E13.8
5. INSTALL GROUND LOOP 24" BELOW FINISHED GRADE, 36" AWAY FROM FOUNDATION.
6. INSTALL ONE GROUND ROD IN TEST WELL. SEE DETAIL "A", SHEET E13.1
7. BOND #2/0 COPPER GROUND WIRE TO PUMP FRAME. SEE DETAIL "B" (SIM.), SHEET E13.1 (TYPICAL 5 PLACES)
8. BOND CABINET GROUND TO GROUND LOOP.
9. BOND MCC GROUND BUS TO GROUND LOOP.
10. BOND BUILDING AND FOUNDATION STEEL TO GROUND LOOP. TYPICAL 8 PLACES.
11. 5PR #18T/S, 5 TRIAD #18T/S, 1 1/2"C (4–20mA SIGNALS)
12. 40#14, 1 1/2"C (120VAC SIGNALS)
13. 1PR, #18T/S, 1"C. (FLOW SIGNALS)
14. MISSION AUTODIALER "AD–3"
15. RASP1 WILL BE NORMALLY USED FOR PUMPING WAS TO SLUDGE HOLDING TANKS AND RASP2 CAN BE USED AS BACK–UP PUMP FOR PUMPING WAS TO SLUDGE HOLDING TANKS
16. PROVIDE SUPPORT FOR CONTROL STATION. SEE DETAIL "F", SHEET E13.1
17. 16#12(CA), 1"C.
18. 4#12(CA), 1"C.
19. 4#12(CA), 4#12(SPARE), 1"C.
20. 2" EMPTY CONDUIT FOR FUTURE CONTROL, TO ELEC. BUILDING
21. 2 SETS : 1"C. CABLE SUPPLIED W/ MAGMETER. CONTRACTOR TO FIELD VERIFY LENGTH REQUIRED.
22. 2#12(C), 1"C. PRESSURE SWITCH CONDUIT TO "RWCP". TERMINATIONS AT CONTROL PANEL OMITTED FOR CLARITY.

NOTES:

1. REFER TO ONE–LINE DIAGRAMS, SHEETS E0.1–E0.8 FOR WIRING & CONDUIT SIZES AND SHEETS E12.2–E12.3 FOR DUCTBANK SECTION DETAILS.

T.B.P.L.S. Firm Registration # 10193979
T.B.P.E. Firm Registration # F-9264
GILPIN ENGINEERING COMPANY
101 W. HILLSIDE RD. STE 9
LAREDO, TX 78041
PH: 956.753.2210
FAX: 956.753.2213

JRSA
Consulting Electrical Engineers, "REPF #F-3989"
6101 West Courtyard Drive, Bldg. 1, Suite 200
Austin, Texas 78730
(512) 452-9769

DATE: 11/13/17
REVISION: CONFORMED DRAWING 4/22/2022

11/13/17
STATE OF TEXAS
ELIZABETH SEGNER–ZARATE
108870
LICENSED
PROFESSIONAL ENGINEER

MANADAS CREEK WASTEWATER TREATMENT PLANT
LAREDO, TEXAS
RAS/WAS PUMP STATION PLAN
POWER, I & C, AND GROUNDING

JRSA STD.CTB | DRAWN BY: JRSA | CHECKED BY: ESZ | SHEET E9.0 | 155 OF 223

MANADAS WWTP - DUCTBANK CONDUIT SCHEDULES

SECTION	DESIGNATION	SIZE	ORIGIN	DESTINATION	WIRING DESC. & QUANTITY	DESCRIPTION	FUTURE	POWER OR I&C
D1	EHV-OCCP	1.25"	EHV	ODOR CONTROL UNIT	SEE ONE-LINE	POWER FOR ODOR CONTROL UNIT PANEL	N	POWER
	OCCP-FUT	2"	FUTURE SCADA	OCCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO OCCP	Y	I/C
	OCU-AD2	1"	AD2	OCCP	2#12(A)	ODOR CONTROL SIGNAL TO ELEC BLDG AUTODIALER	N	I/C
E	MCC2-AB.2A	4"	MCC2	AERATION BASIN 2	SEE ONE-LINE	POWER FOR AERATION BASIN MOTOR 2A	N	POWER
	MCC2-AB.2B	4"	MCC2	AERATION BASIN 2	SEE ONE-LINE	POWER FOR AERATION BASIN MOTOR 2B	N	POWER
	MCC2-AB.2C	4"	MCC2	AERATION BASIN 2	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE AERATION BASIN MOTOR 2C	Y	POWER
	EHV-AWG.2A	1"	EHV	AERATION BASIN 2	SEE ONE-LINE	POWER FOR AERATION WEIR GATE 2A	N	POWER
	EHV-AWG.2B	1"	EHV	AERATION BASIN 2	SEE ONE-LINE	POWER FOR AERATION WEIR GATE 2B	N	POWER
	MCC2-AABM.2A	1"	MCC2	AERATION BASIN 2	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE BASIN MIXER 2A	Y	POWER
	MCC2-AABM.2B	1"	MCC2	AERATION BASIN 2	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE BASIN MIXER 2B	Y	POWER
	MCC2-DG2	1"	MCC2	AERATION BASIN 2	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE DIVERTIR GATE 2	Y	POWER
	MCC2-EG2	1"	MCC2	AERATION BASIN 2	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE ELIMINATIR GATE 2	Y	POWER
	ELV-5,6	1"	ELV	AERATION BASIN 2	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR AERATION BASIN 2	N	POWER
	ELV-8	1"	ELV	AERATION BASIN 2	#12(P), #12(N), #12(G)	DO METER CONDUIT FOR AERATION BASIN 2	N	POWER
	ELV-20	1"	ELV	AERATION BASIN 2	#12(P), #12(N), #12(G)	DO METER CONDUIT FOR AERATION BASIN 2	N	POWER
	MCC2.LV-ABCP2	1"	MCC2 LV	ABCP2	#12(P), #12(N), #12(G)	POWER CONDUIT FOR ABCP2	N	POWER
	MCC2-ABCP2-I	1"	MCC2	ABCP2	2 PR . #18 T/S CABLE	INSTRUMENTATION CONDUIT FOR AERATION BASIN 2 CTRL PANEL	N	I/C
	MCC2-ABCP2-C	1.5"	MCC2	ABCP2	21#14(CA), 8#14(SPARE)	CONTROL CONDUIT FOR AERATION BASIN 2 CTRL PANEL	N	I/C
F	MSB-1HV	2 SETS OF 3"	MSB	1HV	SEE ONE-LINE	POWER FOR 1HV IN SOLIDS HANDLING BUILDING	N	POWER
	ESB-MCC1	5 SETS OF 4"	ESB	MCC1	SEE ONE-LINE	POWER FOR MCC1 IN UV BUILDING	N	POWER
	MSB-MCC4	3 SETS OF 3"	MSB	MCC4	SEE ONE-LINE	POWER FOR MCC4	N	POWER
	UVMCP-FUT	2"	FUTURE SCADA	UVMCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO UVMCP	Y	I/C
	MCC1-FUT	2"	FUTURE SCADA	MCC1	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC1	Y	I/C
	LSCP-FUT	2"	FUTURE SCADA	LSCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO LSCP	Y	I/C
	SHMCP-FUT	2"	FUTURE SCADA	SHMCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO SHMCP	Y	I/C
	FILT-FUT	2"	FUTURE SCADA	FUTURE FILTERS	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO FILTERS	Y	I/C
	OFC-FUT	2"	FUTURE SCADA	OFFICE BUILDING	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO OFFICE BUILDING	Y	I/C
	MCC4-FUT	2"	FUTURE SCADA	MCC4	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC4	Y	I/C
	NPW-FM	1"	NPW FM	WAS/NPW RECORDER - ELEC BLDG	1 PR. #18 T/S CABLE	NPW FLOWMETER SIGNAL	N	I/C
	EFF-FM	1"	EFF FM	RAS/EFF RECORDER - ELEC BLDG	1 PR. #18 T/S CABLE	EFF FLOWMETER SIGNAL	N	I/C
F1	MSB-1HV	2 SETS OF 3"	MSB	1HV	SEE ONE-LINE	POWER FOR 1HV IN SOLIDS HANDLING BUILDING	N	POWER
	ESB-MCC1	5 SETS OF 4"	ESB	MCC1	SEE ONE-LINE	POWER FOR MCC1 IN UV BUILDING	N	POWER
	MSB-MCC4	3 SETS OF 3"	MSB	MCC4	SEE ONE-LINE	POWER FOR MCC4	N	POWER
	MCC1-LS2	3"	MCC1	LIFT STATION PJB2	SEE ONE-LINE	POWER FOR LIFT STATION PUMP 2	N	POWER
	MCC1-LS4	3"	MCC1	LIFT STATION PJB4	SEE ONE-LINE	POWER FOR LIFT STATION PUMP 4	N	POWER
	MCC1-LS6	3"	MCC1	LIFT STATION PJB6	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE LIFT STATION PUMP 6	Y	POWER
	3LV-20,22	1"	3LV	LIFT STATION	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR LIFT STATION	N	POWER
	LS2-APS	1"	LSCP	LIFT STATION CJB2	2#12(P), #12(G), 2#14(S), 8#14(A)	ALARM/STATUS/120V CONTROL POWER FOR LIFT STATION PUMP 2	N	I/C
	LS4-APS	1"	LSCP	LIFT STATION CJB4	2#12(P), #12(G), 2#14(S), 8#14(A)	ALARM/STATUS/120V CONTROL POWER FOR LIFT STATION PUMP 4	N	I/C
	LS6-APS	1"	LSCP	LIFT STATION CJB6	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE LIFT STATION PUMP 6	Y	I/C
	LS2-C	1"	LSCP	LIFT STATION CJB2	4#12(C)	CONTROLS FOR LIFT STATION PUMP 2	N	I/C
	LS4-C	1"	LSCP	LIFT STATION CJB4	4#12(C)	CONTROLS FOR LIFT STATION PUMP 4	N	I/C
	LS6-C	1"	LSCP	LIFT STATION CJB6	EMPTY CONDUIT	EMPTY CONTROLS CONDUIT FOR FUTURE LIFT STATION PUMP 6	Y	I/C
	UVMCP-FUT	2"	FUTURE SCADA	UVMCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO UVMCP	Y	I/C
	MCC1-FUT	2"	FUTURE SCADA	MCC1	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC1	Y	I/C
	LSCP-FUT	2"	FUTURE SCADA	LSCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO LSCP	Y	I/C
	SHMCP-FUT	2"	FUTURE SCADA	SHMCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO SHMCP	Y	I/C
	FILT-FUT	2"	FUTURE SCADA	FUTURE FILTERS	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO FILTERS	Y	I/C
	OFC-FUT	2"	FUTURE SCADA	OFFICE BUILDING	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO OFFICE BUILDING	Y	I/C
	MCC4-FUT	2"	FUTURE SCADA	MCC4	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC4	Y	I/C
	NPW-FM	1"	NPW FM	WAS/NPW RECORDER - ELEC BLDG	1 PR. #18 T/S CABLE	NPW FLOWMETER SIGNAL	N	I/C
	EFF-FM	1"	EFF FM	RAS/EFF RECORDER - ELEC BLDG	1 PR. #18 T/S CABLE	EFF FLOWMETER SIGNAL	N	I/C
F2	MSB-1HV	2 SETS OF 3"	MSB	1HV	SEE ONE-LINE	POWER FOR 1HV IN SOLIDS HANDLING BUILDING	N	POWER
	MSB-MCC4	3 SETS OF 3"	MSB	MCC4	SEE ONE-LINE	POWER FOR MCC4	N	POWER
	MCC1-LS1	3"	MCC1	LIFT STATION PJB1	SEE ONE-LINE	POWER FOR LIFT STATION PUMP 1	N	POWER
	MCC1-LS3	3"	MCC1	LIFT STATION PJB3	SEE ONE-LINE	POWER FOR LIFT STATION PUMP 3	N	POWER
	MCC1-LS5	3"	MCC1	LIFT STATION PJB5	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE LIFT STATION PUMP 5	Y	POWER
	MCC1-FILT	2"	MCC1	FUTURE FILTERS	SEE ONE-LINE	EMPTY POWER CONDUIT FOR FUTURE FILTERS	Y	POWER
	MCC1-LSM1	1"	MCC1	LIFT STATION MJB	SEE ONE-LINE	POWER FOR LIFT STATION MIXER	N	POWER
	MCC1-JC1	1"	MCC1	LIFT STATION	SEE ONE-LINE	POWER FOR LIFT STATION JIB CRANE	N	POWER
	3LV-1,7	1"	3LV	LIFT STATION	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR LIFT STATION	N	POWER
	UV-FM1	1"	UV/INFL. METER	UV BUILDING	SEE SHEET E-8.1	UV/INFLUENT FLOWMETER SIGNAL CONDUIT	N	I/C
	UV-FM2	1"	UV/INFL. METER	UV BUILDING	SEE SHEET E-8.1	UV/INFLUENT FLOWMETER SIGNAL CONDUIT	N	I/C
	SHMCP-FUT	2"	FUTURE SCADA	SHMCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO SHMCP	Y	I/C
	FILT-FUT	2"	FUTURE SCADA	FUTURE FILTERS	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO FILTERS	Y	I/C
	OFC-FUT	2"	FUTURE SCADA	OFFICE BUILDING	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO OFFICE BUILDING	Y	I/C
	MCC4-FUT	2"	FUTURE SCADA	MCC4	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC4	Y	I/C
	LSCP-LTJB	1"	LSCP	LIFT STATION LTJB	1 PR. #18 T/S CABLE	LEVEL TRANSMITTER FOR LIFT STATION	N	I/C
	LSCP-FJB	1"	LSCP	LIFT STATION FJB	6#12(C)	LEVEL FLOATS FOR LIFT STATION	N	I/C
	LSCP-AH	1"	LSCP	LIFT STATION	4#14(CA)	ALARM AND HORN FOR LIFT STATION	N	I/C
	LS1-APS	1"	LSCP	LIFT STATION CJB1	2#12(P), #12(G), 2#14(S), 8#14(A)	ALARM/STATUS/120V CONTROL POWER FOR LIFT STATION PUMP 1	N	I/C
	LS3-APS	1"	LSCP	LIFT STATION CJB3	2#12(P), #12(G), 2#14(S), 8#14(A)	ALARM/STATUS/120V CONTROL POWER FOR LIFT STATION PUMP 3	N	I/C
	LS5-APS	1"	LSCP	LIFT STATION CJB5	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE LIFT STATION PUMP 5	Y	I/C
	LS1-C	1"	LSCP	LIFT STATION CJB1	4#12(C)	CONTROLS FOR LIFT STATION PUMP 1	N	I/C
	LS3-C	1"	LSCP	LIFT STATION CJB3	4#12(C)	CONTROLS FOR LIFT STATION PUMP 3	N	I/C
	LS5-C	1"	LSCP	LIFT STATION CJB5	EMPTY CONDUIT	EMPTY CONTROLS CONDUIT FOR FUTURE LIFT STATION PUMP 5	Y	I/C

A CONDUIT SCHEDULES - SECTIONS D1-F2

SCALE: NTS

MANADAS WWTP - DUCTBANK CONDUIT SCHEDULES

SECTION	DESIGNATION	SIZE	ORIGIN	DESTINATION	WIRING DESC. & QUANTITY	DESCRIPTION	FUTURE	POWER OR I&C
G	MSB-MCC4	3 SETS OF 3"	MSB	MCC4	SEE ONE-LINE	POWER FOR MCC4	N	POWER
	MCC4-FUT	2"	FUTURE SCADA	MCC4	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC4	Y	I/C
	MCC4-AD4	1"	AD4	MCC4	10#12(CA)	MCC4 SIGNAL TO SOLIDS HANDLING BLDG AUTODIALER	N	I/C
GH	MSB-1HV	2 SETS OF 3"	MSB	1HV	SEE ONE-LINE	POWER FOR 1HV IN SOLIDS HANDLING BUILDING	N	POWER
	MSB-MCC4	3 SETS OF 3"	MSB	MCC4	SEE ONE-LINE	POWER FOR MCC4	N	POWER
	MCC1-FILT	2"	MCC1	FUTURE FILTERS	SEE ONE-LINE	EMPTY POWER CONDUIT FOR FUTURE FILTERS	Y	POWER
	UV-FM1	1"	UV/INFL. METER	UV BUILDING	SEE SHEET E-8.1	UV/INFLUENT FLOWMETER SIGNAL CONDUIT	N	I/C
	UV-FM2	1"	UV/INFL. METER	UV BUILDING	SEE SHEET E-8.1	UV/INFLUENT FLOWMETER SIGNAL CONDUIT	N	I/C
	SHMCP-FUT	2"	FUTURE SCADA	SHMCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO SHMCP	Y	I/C
	FILT-FUT	2"	FUTURE SCADA	FUTURE FILTERS	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO FILTERS	Y	I/C
	OFC-FUT	2"	FUTURE SCADA	OFFICE BUILDING	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO OFFICE BUILDING	Y	I/C
	MCC4-FUT	2"	FUTURE SCADA	MCC4	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC4	Y	I/C
H	MSB-1HV	2 SETS OF 3"	MSB	1HV	SEE ONE-LINE	POWER FOR 1HV IN SOLIDS HANDLING BUILDING	N	POWER
	MCC1-FILT	2"	MCC1	FUTURE FILTERS	SEE ONE-LINE	EMPTY POWER CONDUIT FOR FUTURE FILTERS	Y	POWER
	SHMCP-FUT	2"	FUTURE SCADA	SHMCP	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO SHMCP	Y	I/C
	FILT-FUT	2"	FUTURE SCADA	FUTURE FILTERS	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO FILTERS	Y	I/C
	OFC-FUT	2"	FUTURE SCADA	OFFICE BUILDING	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO OFFICE BUILDING	Y	I/C
	MCC4-AD4	1"	AD4	MCC4	10#12(CA)	MCC4 SIGNAL TO SOLIDS HANDLING BLDG AUTODIALER	N	I/C
J	SHMCP-SFP1.P	1"	SHMCP	SLUDGE PUMP STATION	SEE ONE-LINE	POWER FOR SLUDGE PUMP 1	N	POWER
	SHMCP-SFP2.P	1"	SHMCP	SLUDGE PUMP STATION	SEE ONE-LINE	POWER FOR SLUDGE PUMP 2	N	POWER
	SHMCP-SFMOV1	1"	SHMCP	SLUDGE PUMP STATION	SEE ONE-LINE	POWER FOR SLUDGE FEED MOV 1	N	POWER
	SHMCP-SFMOV2	1"	SHMCP	SLUDGE PUMP STATION	SEE ONE-LINE	POWER FOR SLUDGE FEED MOV 2	N	POWER
	1LV-2,5	1"	1LV	SLUDGE HOLDING TANKS	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR SLUDGE HOLDING TANKS	N	POWER
	1LV-1,6	1"	1LV	SLUDGE PUMP STATION	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR SLUDGE PUMP STATION	N	POWER
	1LV-10	1"	1LV	SLUDGE HOLDING TANKS	#12(P), #12(N), #12(G)	POWER FOR SLUDGE HOLDING TANK ALARM/HORN	N	POWER
	1HV-DWG1	0.75"	1HV	SLUDGE HOLDING TANKS	SEE ONE-LINE	POWER FOR SLUDGE HOLDING TANK 1 DECANT WEIR GATE MOV	N	POWER
	1HV-DWG2	0.75"	1HV	SLUDGE HOLDING TANKS	SEE ONE-LINE	POWER FOR SLUDGE HOLDING TANK 2 DECANT WEIR GATE MOV	N	POWER
	SHMCP-SHT.I	1"	SHMCP	SLUDGE HOLDING TANKS	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE SIGNALS	Y	I/C
	SHMCP-SHT.C	1"	SHT1/2	SHMCP	4#12(C)	LEVEL FLOAT SHUTDOWN SIGNALS	N	I/C
	SHMCP-SFP1.C	1"	SHMCP	SLUDGE PUMP STATION	6#14(CA)	CONTROLS AND ALARM FOR SLUDGE PUMP 1	N	I/C
	SHMCP-SFP2.C	1"	SHMCP	SLUDGE PUMP STATION	6#14(CA)	CONTROLS AND ALARM FOR SLUDGE PUMP 2	N	I/C
K	ESB-MCC3	4 SETS OF 4"	ESB	MCC3	SEE ONE-LINE	POWER FOR MCC3 AT RAS/WAS PUMP STATION	N	POWER
	EHV-HWCP1	1"	EHV	HEADWORKS CONTROL PANEL	SEE ONE-LINE	POWER FOR HEADWORKS CONTROL PANEL 1	N	POWER
	EHV-HWCP2	1"	EHV	FUT. HEADWORKS CTRL PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE HEADWORKS CONTROL PANEL 2	Y	POWER
	EHV-GCP	1"	EHV	GRIT/CLASSIFIER CONT. PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE GRIT/CLASSIFER CONTROL PANEL	Y	POWER
	ELV-9,10	1"	ELV	HEADWORKS STRUCTURE	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR HEADWORKS STRUCTURE	N	POWER
	HWCP-FUT	2"	FUTURE SCADA	HEADWORKS CONTROL PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO HWCP	Y	I/C
	HWCP-AD3	1"	AD3	HEADWORKS CONTROL PANEL	4#14(A), 4#14(SPARE)	HEADWORKS SIGNAL TO RAS/WAS PUMP STATION AUTODIALER	N	I/C
K1	ESB-MCC3	4 SETS OF 4"	ESB	MCC3	SEE ONE-LINE	POWER FOR MCC3 AT RAS/WAS PUMP STATION	N	POWER
	WAS-FM	1"	WAS FM	WAS/NPW RECORDER - ELEC BLDG	1 PR. #18 T/S CABLE	WAS FLOWMETER SIGNAL	N	I/C
	RAS-FM	1"	RAS FM	RAS/EFF RECORDER - ELEC BLDG	1 PR. #18 T/S CABLE	RAS FLOWMETER SIGNAL	N	I/C
	RWCP-FUT	2"	FUTURE SCADA	RAS/WAS CONTROL PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO RWCP	Y	I/C
	MCC3-FUT	2"	FUTURE SCADA	MCC3	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO MCC3	Y	I/C
L	EHV-HWCP1	1"	EHV	HEADWORKS CONTROL PANEL	SEE ONE-LINE	POWER FOR HEADWORKS CONTROL PANEL	N	POWER
	EHV-HWCP2	1"	EHV	FUT. HEADWORKS CTRL PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE HEADWORKS CONTROL PANEL 2	Y	POWER
	EHV-GCP	1"	EHV	GRIT/CLASSIFIER CONT. PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE GRIT/CLASSIFER CONTROL PANEL	Y	POWER
	ELV-9,10	1"	ELV	HEADWORKS STRUCTURE	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR HEADWORKS STRUCTURE	N	POWER
	HWCP-FUT	2"	FUTURE SCADA	HEADWORKS CONTROL PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO HWCP	Y	I/C
	HWCP-AD3	1"	AD3	HEADWORKS CONTROL PANEL	4#14(A), 4#14(SPARE)	HEADWORKS SIGNAL TO RAS/WAS PUMP STATION AUTODIALER	N	I/C
L1	EHV-HWCP1	1"	EHV	HEADWORKS CONTROL PANEL	SEE ONE-LINE	POWER FOR HEADWORKS CONTROL PANEL	N	POWER
	EHV-HWCP2	1"	EHV	FUT. HEADWORKS CTRL PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE HEADWORKS CONTROL PANEL 2	Y	POWER
	ELV-9,10	1"	ELV	HEADWORKS STRUCTURE	2#12(P), 2#12(N), #12(G)	LIGHTING AND RECEPTACLE CONDUIT FOR HEADWORKS STRUCTURE	N	POWER
	HWCP-FUT	2"	FUTURE SCADA	HEADWORKS CONTROL PANEL	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE FIBER TO HWCP	Y	I/C
	HWCP-AD3	1"	AD3	HEADWORKS CONTROL PANEL	4#14(A), 4#14(SPARE)	HEADWORKS SIGNAL TO RAS/WAS PUMP STATION AUTODIALER	N	I/C
M	ATS1-GEN	8 SETS OF 4"	GENERATOR	ATS1	SEE ONE-LINE	POWER CONDUIT FROM GENERATOR	N	POWER
	ATS2-GEN	8 SETS OF 4"	GENERATOR	ATS2	SEE ONE-LINE	POWER CONDUIT FROM GENERATOR	N	POWER
	ELV-12	1"	GENERATOR	ELV	#12(P), #12(N), #12(G)	POWER CONDUIT FOR GENERATOR CONTROLS	N	POWER
	ELV-14	1"	GENERATOR	ELV	#12(P), #12(N), #12(G)	POWER CONDUIT FOR GEN. BATTERY CHARGER	N	POWER
	ELV-15,17	1"	GENERATOR	ELV	2#12(P), 2#12(N), #12(G)	POWER CONDUIT FOR GENERATOR CRANKCASE HEATER	N	POWER
	GEN-ANN	1"	GENERATOR	REMOTE ANNUNCIATOR	1 PR. #18 T/S CABLE	CONTROL CONDUIT FOR REMOTE ANNUNCIATOR	N	I/C
	GEN-CTRL	2"	GENERATOR	MAIN CONTROL PANEL	4#14(C), 4#14(SPARE)	CONTROL CONDUIT FOR GENSET	N	I/C
	GEN-ATS1.CTRL	2"	GENERATOR	ATS1	4#14(C), 4#14(SPARE)	CONTROL CONDUIT FOR ATS1 FROM GENSET	N	I/C
	GEN-ATS2.CTRL	2"	GENERATOR	ATS2	4#14(C), 4#14(SPARE)	CONTROL CONDUIT FOR ATS2 FROM GENSET	N	I/C
	GEN-AD2	1"	GENERATOR	AD2	4#14(A), 4#14(SPARE)	GENERATOR SIGNAL TO ELEC BLDG AUTODIALER	N	I/C
N	P-GATE	1"	OFFICE XFMR RACK	GATE AREA	SEE ONE-LINE	POWER FOR GATE OPERATOR	N	POWER
	OFC-RDIO	2"	OFFICE BUILDING	GATE AREA	COAX CABLE	TWO WAY RADIO LINE BETWEEN GATE AND OFFICE	N	I/C
	OFC-CTRL	1"	OFFICE BUILDING	GATE AREA	2#12 (C)	CONTROL CONDUIT FOR GATE	N	I/C
	OFC-SPC	2"	OFFICE BUILDING	GATE AREA	EMPTY CONDUIT	SPARE CONDUIT FOR GATE	Y	I/C
	TEL-OFC	3"	OFFICE BUILDING	GATE AREA	EMPTY CONDUIT	EMPTY CONDUIT FOR FUTURE TELEPHONE CONNECTION	Y	I/C

B CONDUIT SCHEDULES - SECTIONS G-N

SCALE: NTS

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T.B.P.E. Firm Registration # F-8246
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GILPIN ENGINEERING COMPANY

JRSA

Consulting Electrical Engineers, TBPE #F-3989
6101 West Courtyard Drive, Bldg. 1, Suite 200
Austin, Texas 78730
(512) 452-9769

DATE:	REVISION:
11/13/17	CONFORMED DRAWING 4/22/2022

11/13/17
STATE OF TEXAS
ELIZABETH SEGNER-ZARATE
108870
LICENSED
PROFESSIONAL ENGINEER

MANADAS CREEK WASTEWATER TREATMENT PLANT

LAREDO, TEXAS

CONDUIT SCHEDULES 2

JRSA STD CTB

DRAWN BY: JRSA

CHECKED BY: ESZ

SHEET E-12.5

167 OF 223

plw waterworks

REQUEST FOR INFORMATION

No. 86

RFI TITLE: Chart Recorder

DATE: 5/9/2025

RESPONSE REQUIRED BY: 5/24/2025

PROJECT: Manadas Creek WWTP

Project No : P5H

To: B. Ryan Bell, P.E.

CC:

WORK IMPACT:	X	YES		NO	**SCHEDULE IMPACT:**		YES	x	NO	**COST IMPACT:**		YES	X	NO

REQUEST:

We have installed two Chart Recorders side by side on the wall as shown in the design. However, the electrical plans indicate only one Chart Recorder with no circuit assigned to it.
Please clarify the following:
1. Should we provide a dedicated circuit for each Chart Recorder?
2. Can both Chart Recorders share a single circuit?
3. If separate circuits are required, please provide specifications.

REF. DRAWINGS: Projet plans

ATTACHMENTS:

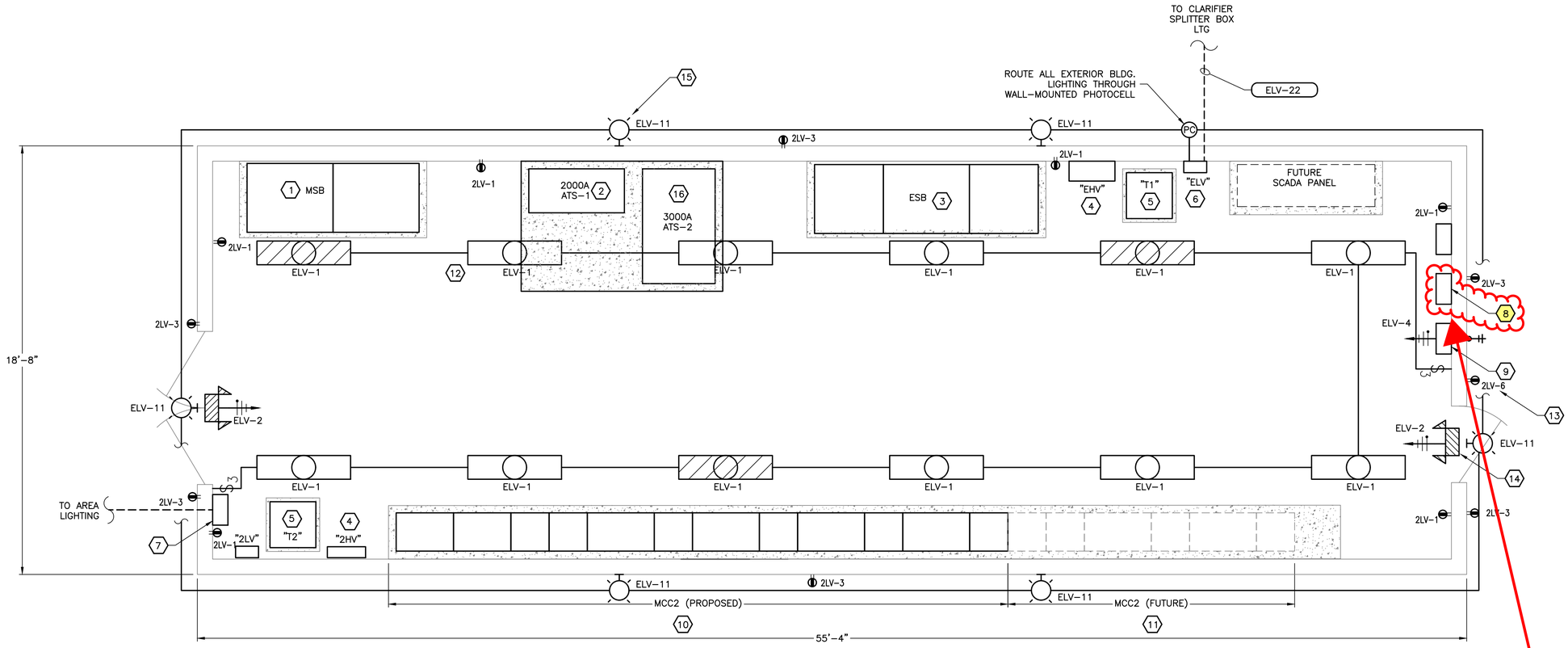
REQUESTED BY: Javier Reyes **DATE:** 5/9/2025

RESPONSE:

Provide separate circuits: 2LV-5 and 2LV-7.

SIGNATURE: Elizabeth Segner-Zarate **DATE:** 5/16/2025

RESPONSE SIGNED BY: Liz Segner-Zarate



1 ELECTRICAL BUILDING LIGHTING/RECEPT. PLAN

SCALE: 3/8" =1'-0"

NORTH

2 Chart recorders were installed side by side

KEYNOTES:

1. 3000A, 277/480V MAIN SWITCHBOARD.
2. 2000A, 3P, 480V AUTOMATIC TRANSFER SWITCH.
3. 3000A, 277/480V EMERGENCY SWITCHBOARD.
4. 480V, 3ø, 4W POWER PANEL. MAIN LUGS ONLY.
5. 25KVA, 3ø TRANSFORMER 480V PRIMARY – 120/208V SECONDARY.
6. 120/208V, 3ø, 4W LOW VOLTAGE PANEL WITH MAIN BREAKER.
7. 100A, 3P LIGHTING CONTACTOR FOR AREA ROADWAY LIGHTING. SEE DETAIL "C", SHEET E13.3 FOR WIRING SCHEMATIC.
8. MULTIPIN CHART RECORDERS FOR RAS, WAS, NPW FLOW AND EFFLUENT FLOW
9. MISSION AUTODIALER "AD-2". MOUNT ANTENNA ON EXTERIOR OF BLDG.
10. MCC2 FURNISHED BY AERATOR MANUFACTURER. CONTAINS 4-VFD'S FOR AERATORS AND CIRCUIT BREAKERS FOR SLIDE GATE OPERATORS. MCC SHALL BE PROVIDED WITH HARMONIC CORRECTION UNIT, SIZED TO ACCOMODATE FUTURE EXPANSION.
11. MCC2-B FUTURE ADDITION CONTAINS VFD'S FOR 2 FUTURE AERATORS AND MOTOR STARTERS FOR FUTURE BNR MIXERS.
12. CEILING MOUNTED "F" LIGHT FIXTURE (TYP. FOR 12). HATCH DENOTES FIXTURE W/BATTERY BACK-UP. MOUNT AT 8'-0".
13. DEDICATED A/C SERVICE RECEPTACLE.
14. EMERGENCY EXIT & EGRESS LIGHT FIXTURE TYPE "G". SEE DETAIL "D", SHEET E13.4
15. WALL-MOUNTED LED FIXTURE TYPE "H". SEE DETAIL "B", SHEET E13.4 (TYP. FOR 6)
16. 3000A, 3P, 480V AUTOMATIC TRANSFER SWITCH.

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(512) 452-9789

DATE: 11/13/17
REVISION: CONFORMED DRAWING 4/22/2022

11/13/17
STATE OF TEXAS
ELIZABETH SEGNER-ZARATE
108870
LICENSED PROFESSIONAL ENGINEER

MANADAS CREEK WASTEWATER TREATMENT PLANT
LAREDO, TEXAS
ELECTRICAL BUILDING PLAN LIGHTING

LNV-FS-2015.CTB
DRAWN BY: JRSA
CHECKED BY: ESZ
SHEET E2.0
135 OF 223

Espejo, Alejandro

From: Ryan Bell <rbell@gilpinengineering.com>
Sent: Monday, July 7, 2025 4:08 PM
To: Espejo, Alejandro; Reyes Martinez, Javier
Subject: FW: Location LSHH-202 at HW

External email. Caution: Do not click links or attachments unless you recognize the sender and know the content is safe.

Alejandro,

Please see response below.

B. Ryan Bell, PE | O: 512.220.8100 M: 512.573.3397 | 9701 Brodie Lane # 203, Austin TX 78748

From: Liz Segner-Zarate <liz@jrsaengineering.com>
Sent: Monday, July 7, 2025 4:07 PM
To: Ryan Bell <rbell@gilpinengineering.com>
Subject: RE: Location LSHH-202 at HW

Ryan,

The PID shows it in the correct location- should be in the influent basin before the screens.

Thank you,

Elizabeth Segner-Zarate, PE
JRSA Engineering, INC
TBPELS Firm# 3997
6101 W. Courtyard Dr. 1-200
Austin, TX 78730
512-452-8789 (Office)
512-942-7048 (Cell)

From: Ryan Bell <rbell@gilpinengineering.com>
Sent: Thursday, July 3, 2025 10:58 AM
To: Liz Segner-Zarate <liz@jrsaengineering.com>
Subject: FW: Location LSHH-202 at HW

Good morning Liz,

Can you answer the question below?

Thanks,

Ryan

B. Ryan Bell, PE | O: 512.220.8100 M: 512.573.3397 | 9701 Brodie Lane # 203, Austin TX 78748

GILPIN ENGINEERING COMPANY

From: Espejo, Alejandro <aespejo@wwebber.com>
Sent: Tuesday, July 1, 2025 2:15 PM
To: Ryan Bell <rbell@gilpinengineering.com>
Cc: Reyes Martinez, Javier <jreyes@wwebber.com>
Subject: Location LSHH-202 at HW

Hello Ryan,

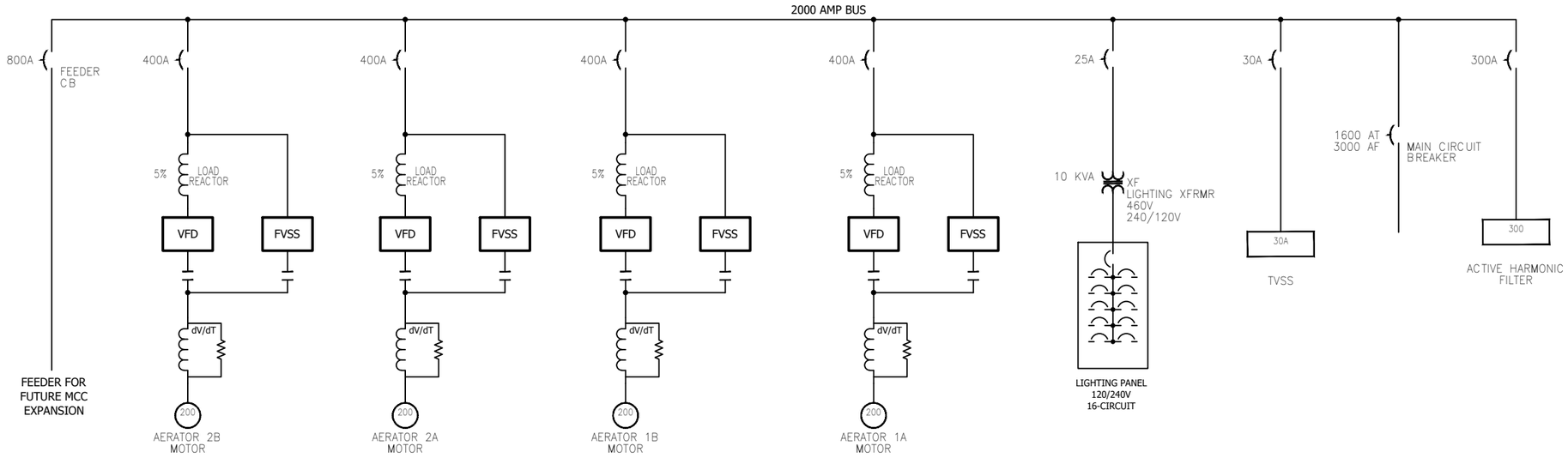
We have a new question that I believe we can resolve by email instead of an RFI. It is regarding the location of the LSHH at the headworks. From the P&ID we believe the level switch should be installed upstream of the bar screen. However, based on the electrical drawing, it is located downstream of the bar screen.

Can you confirm which is the correct location for this instrument? We can submit an official RFI if you consider necessary

Thank you
Alejandro Espejo Sanchez
Sr Commissioning Engineer
Waterworks

webber
A Ferrovial company

1725 Hughes Landing Blvd., Suite 1200
The Woodlands, Texas 77380
C. 346.268.8872
aespejo@wwebber.com | **wwebber.com**



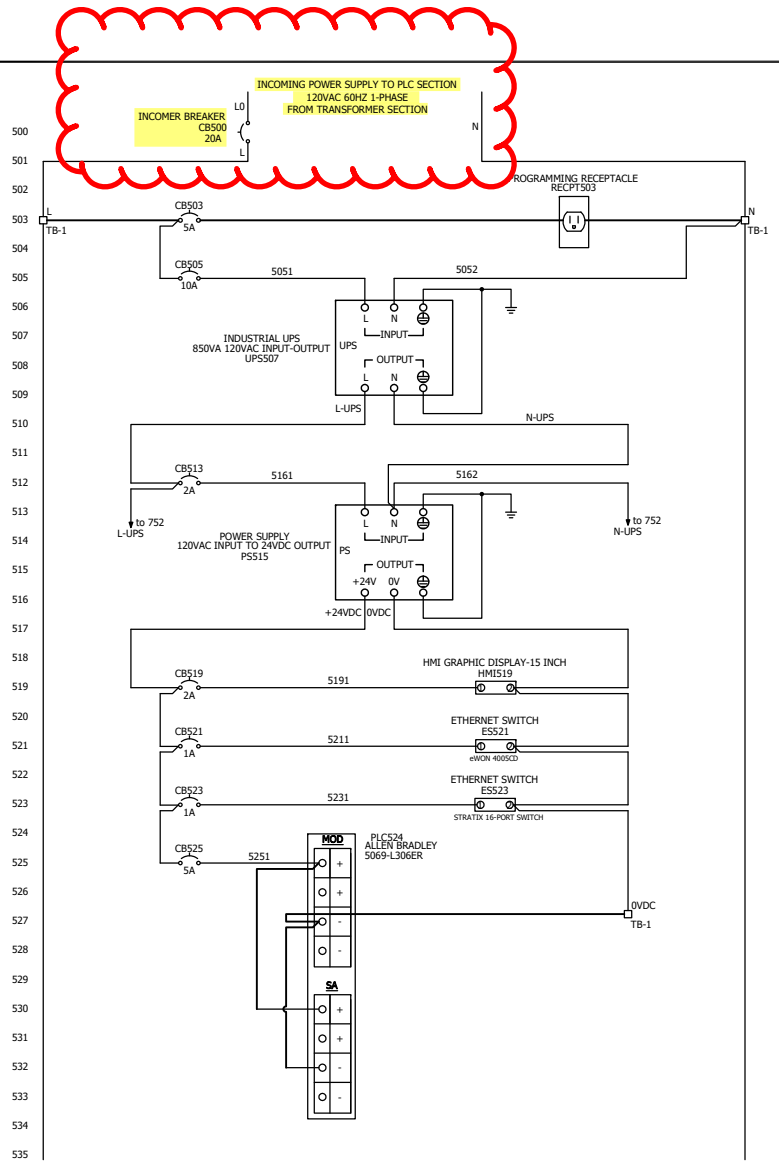
There is no feed for PLC.

LOAD PANEL SCHEDULE

PANEL:	LIGHTING PANEL						VOLTAGE:	120/240V 3-WIRE
LOCATION:	MCC 2-11J						AMPACITY:	100
MOUNTING:	MCC UNIT	TOTAL LOAD A			TOTAL LOAD B			
AIC RATING:	10KA	.84			.84		TOTAL SPACES:	16

LOAD DESCRIPTION	CONNECTED KVA A	CONNECTED KVA B	CIRCUIT AMPS		CIRCUIT AMPS	CONNECTED VA A	CONNECTED VA B	LOAD DESCRIPTION
BASIN 1 CONTROL PANEL	.6		1 20A		20A 2	.12		DO ANALYZER 310A
BASIN 2 CONTROL PANEL		.6	3 20A		20A 4		.12	DO ANALYZER 310B
DO ANALYZER 320A	.12		5 20A		20A 6	-		SPARE
DO ANALYZER 320B		.12	7 20A		20A 8		-	SPARE
SPARE	-		9 20A		20A 10	-		SPARE
SPARE		-	11 20A		20A 12		-	SPARE
SPARE	-		13 20A		20A 14	-		SPARE
SPARE		-	15 20A		20A 16		-	SPARE
			17 20A		20A 18			
			19 20A		20A 20			
			21 20A		20A 22			
			23 20A		20A 24			
			25 20A		20A 26			
			27 20A		20A 28			
			29 20A		20A 30			
TOTAL LOAD	.72	.72				.12	.12	

SIZE SHEET DO NOT SCALE PRINTS
THIRD ANGLE PROJECTION
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WORKMANSHIP STANDARD ES0001 APPLIES
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DWG NO. CSW1617-222 | SHEET 8 OF 12 | A

City of Laredo Utilities Department

Change Order No. 1-3
Date: 03/19/26
PO# 361129

Project: **City of Laredo - Water Line Replacement**

Contractor: PLW Waterworks, LLC
1725 Hughes Landing Blvd Suite #1200
The Woodlands, TX 77380

You are hereby requested to comply with the following changes from the contract plans and specifications.
This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

INCREASE IN CONTRACT DOCUMENT

ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	INCREASE IN CONTRACT PRICE
CPR#001	Price Escalation Due to Delay in Contract Execution and Notice to Proceed	726,898.24	1	$1.00	$726,898.24
CPR#002-R5	Railroad casing thickness change request	651,464.01	1	$1.00	$651,464.01
CPR#005	Electrical Scope Additions	10,754.06	1	$1.00	$10,754.06
				Sub-Total…..	$1,389,116.31

Original Contract:	$51,269,000.00	Original Contract Time:	780 Calendar days
Change Order No. 1-3	$1,389,116.31	Change Order No. 1-3	120 Calendar days
Current contract amount :	**$52,658,116.31**	Total Contract Time	900 Calendar days

Requested by: Date:_____

PLW Waterworks

Approved by: Date: _____

Ryan Bell
Gilpin Engineering

Approved by: Date: _____

Joseph Neeb
City Manager

Approved by: Date: _____

Dr. Tareq G. Al-Zabet
Utilities Director

Javier Medina, Jr.
Utilities Department

Attest:

Mario I. Maldonado, Jr.
City Secretary

Approved as to Form:

Doanh "Zone" T. Nguyen
City Attorney

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 57.**

SUBJECT
Consideration to ratify the issuance of Purchase Order 434049 to Rain for Rent in the amount of $295,027.38. This amount is for the additional work for an emergency contract for a 36-inch wastewater bypass line to prevent raw sewage from discharging into the Rio Grande River and to maintain sewer flow to the South Laredo Wastewater Treatment Plant. The updated purchase order will be $638,027.38.

Funding for this contract is available through the Sewer System Fund - 2022 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION
On November 3, 2025, council approved on contract to Rain for Rent for the emergency contract in the amount of $343,000.00.

BACKGROUND
Change Order #1 accounts for pump watch hours for manning of by-pass pumps 24 hours a day to keep sewer discharging from 36” Sewer Line to 54” Sewer line towards South Laredo Wastewater Treatment Plant.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: N/A
Supporting goal(s)/policy(ies): N/A
Summary of alignment:
This agenda item update aligns with Viva Laredo’s Comprehensive Plan goals and policies related to efficient water utilization, sustainable development, and the support of a future effluent reuse program.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approve this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2022 Sewer Revenue Bond

Account #: 559-9877-535-9301
Change Order: Exceeds 25% Y/N: Y

FINANCIAL IMPACT:
Funding is available in the 2022 Sewer Revenue Bond, Account #559-9877-535-9301, Project ID: SW2517

INVOICE

Rain For Rent Corpus Christi
1034 Southern Minerals Road
Corpus Christi TX 78409
361-881-1346

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
PAUL SANCHEZ	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT #
CUSTOMER CITY OF LAREDO

CUSTOMER # 117302

NAME CITY OF LAREDO

ADDRESS PO BOX 210
LAREDO TX 78042

PHONE 956-791-7328

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
2226041	10/31/2025	436390	11/30/2025

PLEASE PAY $295,027.38

SHIPPED TO JOBSITE:

NAME CITY OF LAREDO

ADDRESS CITY OF LAREDO
5816 DAUGHERTY Rd
Laredo TX 78041

PHONE 956-791-7328

Notes:
REBILL OF INV#2205924

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Fuel Surcharge	FSC			SERVICES	0.00	$9,847.55	$9,847.55	
14.00	EA	Pump Operation Pump watch 10/19 -10/20/2025 night	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/20 -10/21/2025 night	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/20 -10/21/2025 night	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/20 -10/21/2025 night	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/20 -10/21/2025 night	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/11/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/11/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/11/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/11/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/12/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/12/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/12/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/12/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/13/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/13/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/13/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/13/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/14/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/14/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/14/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/14/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	

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Corpus Christi TX 78409
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CONTRACT # 1227295
CUSTOMER CITY OF LAREDO

CUSTOMER # 117302

NAME CITY OF LAREDO

ADDRESS PO BOX 210
LAREDO TX 78042

PHONE 956-791-7328

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
2226041	10/31/2025	436390	11/30/2025

PLEASE PAY $295,027.38

SHIPPED TO JOBSITE:

NAME CITY OF LAREDO

ADDRESS CITY OF LAREDO
5816 DAUGHERTY Rd
Laredo TX 78041

PHONE 956-791-7328

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
14.00	EA	Pump Operation Pump watch 10/15/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/15/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/15/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/15/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/16/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/16/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/16/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/16/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/17/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/17/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/17/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/17/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/18/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/18/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/18/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/18/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/20/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/20/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/20/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/21/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/21/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation Pump watch 10/21/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
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14.00	EA	Pump Operation Pump watch 10/20/2025 day	M145			SERVICES	0.00	$121.25	$1,697.50	
1.00	EA	AIR-LOC-24-48 I SERIES PLUG 09/29/2025-10/26/2025	RR TOOLS BULK			SERVICES	0.00	$2,325.00	$2,325.00	
1.00	EA	POLY-LIFT LINE W/GAUGE 30FT 09/29/2025-10/26/2025	RR TOOLS BULK			SERVICES	0.00	$165.00	$165.00	
1.00	EA	AIR-LOC-24-48 I SERIES PLUG 09/26/2025-10/23/2025	RR TOOLS BULK			SERVICES	0.00	$2,325.00	$2,325.00	
1.00	EA	24-48” FRONT PIPE PLUG 09/26/2025-10/23/2025	RR TOOLS BULK			SERVICES	0.00	$2,325.00	$2,325.00	
2.00	EA	2 POLY-LIFT LINE WITH GAUGES FOR EACH PLUG 09/26/2025 – 10/23/2025	RR TOOLS BULK			SERVICES	0.00	$165.00	$330.00	
1.00	EA	RB HAULING, HAULING OF 3 ROAD CROSSING COFFIN TOPS TO LAREDO 10/7/2025	RB HAULING			SERVICES	0.00	$1,878.33	$1,878.33	
1.00	EA	CALL OUT FEE	RB SERVICES			SERVICES	0.00	$500.00	$500.00	
1.00	EA	FILLING OF FUEL CELL (500G)	RB FUEL SERVICE			SERVICES	0.00	$2,638.08	$2,638.08	
14.00	EA	Pump Operation PUMP WATCH 10/19/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/19/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/19/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/19/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
1.00	EA	Fuel	M240			SERVICES	0.00	$3,180.40	$3,180.40	
1.00	EA	4WD UTILITY VEHICLE 09/26/2025-10/24/2025	RR PICKUP			SERVICES	0.00	$1,382.63	$1,382.63	
1.00	EA	FORKLIFT RRENTAL 9K REACHLIFT 09/30/2025-10/28/2025	RR FORKLIFT			SERVICES	0.00	$8,028.58	$8,028.58	
14.00	EA	Pump Operation PUMP WATCH 10/21/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/21/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
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14.00	EA	Pump Operation PUMP WATCH 10/22/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/22/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
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CUSTOMER # 117302

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14.00	EA	Pump Operation PUMP WATCH 10/22/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/23/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
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14.00	EA	Pump Operation PUMP WATCH 10/24/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/24/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/24/2025 NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/21/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/21/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
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14.00	EA	Pump Operation PUMP WATCH 10/22/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
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14.00	EA	Pump Operation PUMP WATCH 10/23/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
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14.00	EA	Pump Operation PUMP WATCH 10/23/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/24/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/24/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	

INVOICE

Rain For Rent Corpus Christi
1034 Southern Minerals Road
Corpus Christi TX 78409
361-881-1346

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
PAUL SANCHEZ	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1227295
CUSTOMER CITY OF LAREDO

CUSTOMER # 117302

NAME CITY OF LAREDO

ADDRESS PO BOX 210
LAREDO TX 78042

PHONE 956-791-7328

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
2226041	10/31/2025	436390	11/30/2025

PLEASE PAY $295,027.38

SHIPPED TO JOBSITE:

NAME CITY OF LAREDO

ADDRESS CITY OF LAREDO
5816 DAUGHERTY Rd
Laredo TX 78041

PHONE 956-791-7328

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
14.00	EA	Pump Operation PUMP WATCH 10/24/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation PUMP WATCH 10/24/2025 DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/25/2025 FIELD TECH MECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/25/2025 FIELD TECH MECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/25/2025 FIELD TECH DRIVER PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/25/2025 FIELD TECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/26/2025 FIELD TECH MECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/26/2025 FIELD TECH DRIVER PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/26/2025 FIELD TECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/26/2025 FIELD TECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 FIELD TECH MECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 FIELD TECH DRIVER PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 FIELD TECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 FIELD TECH PUMP WATCH NIGHT	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/25/2025 LEAD TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/25/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/25/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	

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PLEASE PAY $295,027.38

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PHONE 956-791-7328

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
14.00	EA	Pump Operation 10/26/2025 LEAD TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/26/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/26/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/26/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 LEAD TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
14.00	EA	Pump Operation 10/27/2025 TECH PUMP WATCH DAY	M145			SERVICES	0.00	$121.25	$1,697.50	
226.00	EA	LODGING LODGING DATES FROM 09/26/2025 - 10/30/2025	M236			OTHER	0.00	$273.00	$61,698.00	
257.00	EA	PER DIEM PER DIEM DATES 09/26/2025 - 10/30/2025	M236			OTHER	0.00	$80.00	$20,560.00	
1.00	EA	Supplies for keeping plug air and deragging	HARDWARE			OTHER	0.00	$195.43	$195.43	
1.00	EA	Supplies for deragging equipment on site	HARDWARE			OTHER	0.00	$1,108.38	$1,108.38	

TOTAL SALES:	$0.00
TOTAL RENTALS:	$0.00
TOTAL SERVICES:	$211,465.57
TOTAL OTHER:	$83,561.81
SUBTOTAL:	$295,027.38
TOTAL:	$295,027.38

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT. Rain for Rent applies a processing fee on credit card transactions. The processing fee amount does not exceed our cost of accepting credit cards as required by the card brands. To avoid this fee, choose an alternative payment method (e.g. ACH). PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50% CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 58.**

SUBJECT
Consideration to select and negotiate RFQ 2026-049 professional consulting services contract with the top scoring vendor E-Source Companies LLC, Boulder, CO for utility billing modernization for the Advanced Metering Infrastructure/Automated Meter Reading System and Customer Information System (CIS) Solution. The AMI and AMR metering strategy, review suitability and compatibility, recommended customer information system and implementation oversight will produce a clear migration roadmap and present the best solution for the Utilities Department to advance its metering modernization and digital water transformation. The term of this contract shall not exceed a period of twenty-four months beginning as of the date of its execution. There is no financial impact at this time.

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PREVIOUS COUNCIL ACTION
None

BACKGROUND

The City received ten (10) proposals through Cit-E-Bid. The City of Laredo Utilities Department issued a Request for Qualifications (RFQ) for professional consulting services to conduct an assessment study for the proposed AMI/AMR System and CIS System. The RFQ was publicly advertised and posted in accordance with the City's procurement policies.

In determining the best value for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Criteria	Max Points
Full Cycle CIS Implementation Oversight Experience.	30
AMI or AMR and Meter Program Experience, Including Meter Replacement Strategy.	20
Proposed Approach and Work Plan.	20
Key Personnel Qualifications and Availability.	15
References and Past Performance.	15
	100

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate - Indirectly supports or contributes to the intent of a verbatim goal or policy from the Viva Laredo Plan.

Supporting goal(s)/policy(ies): Here are relevant excerpts from the Viva Laredo Plan that connect to the agenda item:

•“Laredo is looking to the future with a resolve to diversify its economy, increase employment opportunities, celebrate its history and unique culture, improve the health of its residents, improve affordability, and upgrade its quality of life.”

Relevance: The infrastructure modernization of utilities supports “upgrade its quality of life” and can facilitate economic diversification by improving a foundational service.

•In the Able City summary: “…The working group focused on the following areas: … Infrastructure; Environmental and Natural Resources Education; Technology and Communications…” Able City
Relevance: The agenda item deals with technology (Advanced Metering Infrastructure) and infrastructure (utilities), aligning with the “Infrastructure … Technology and Communications” focus.

•From the Plan & Policy Review summary: “The city’s comprehensive plan provides the basis for public policy in Laredo regarding physical and economic development. Viva Laredo establishes priorities for public-sector action…” visionzerowebblaredo.com+1
Relevance: The agenda item is about a public sector action (utility system modernization) that is consistent with establishing priorities in the City plan.

Note: I was unable to locate a verbatim goal or policy statement that explicitly mentions utility metering infrastructure, CIS systems, or digital water transformation in the publicly accessible segments of the Viva Laredo Plan. Therefore, the above links are to broader vision statements and focus areas rather than specific numbered policies.
Summary of alignment: The agenda item proposes awarding a professional consulting services contract to perform an assessment study for modernizing the utilities department’s metering infrastructure (AMI/AMR) and customer information system (CIS). This study aims to produce a migration roadmap and recommend the best solution to advance digital water transformation, which inherently improves system efficiency, data transparency, operational performance, and potentially customer service and affordability over time.

This aligns moderately with the Viva Laredo plan because:

•It contributes to upgrading the City’s infrastructure and technology systems, thereby advancing the Plan’s vision of improving quality of life, leveraging infrastructure/technology, and supporting public-sector modernization.

•It is a forward-looking investment in utilities that underpins the long-term sustainability and efficiency of services, which is in line with the Plan’s focus on infrastructure and technology

•However, because the Plan does not state a specific policy that mentions advanced metering, digital CIS systems, or utility metering modernization by name, the alignment is indirect rather than “Strong-Directly supports a clearly stated and verbatim goal or policy.”

In broader planning themes: This initiative intersects with sustainability (through efficient utility operations and potential water loss reduction), equity (modern metering systems can support fairer billing and transparency), and economic development (reliable utilities are foundational for

growth and business attraction). It also touches on service modernization/innovation which is increasingly relevant for municipal governance.

Given the evidence, the selected level of alignment - Moderate - is justified

Vendor	Score
E-Source Companies	1
GHD	2
Atlas Design Services	3

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that the contract be awarded.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	2024 Water Revenue Bond
Account #:	557-9884-535-9301 Project ID: WP2515
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
None

REC'D CITY SEC OFF
FEB 20 '26 AM9:47

City of Laredo
Purchasing Division
Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Qualifications and other contract provisions, to engage in and contract services from qualified engineering firms to provide utility billing modernization consulting services AMI and AMR metering strategy review and customer information system implementation oversight. The City of Laredo **strongly encourages electronic bid submissions** through Cit-E-Bid, which is the **preferred method** for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on March 12, 2026**; and all proposals received will be opened and **acknowledged at 10:00 A.M.** at the Office of the City Secretary on **March 13, 2026.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Request for Qualifications: **Utility Billing Modernization Consulting Services AMI and AMR Metering Strategy Review & Customer Information System Implementation Oversight**
RFQ 2026-049

Electronic bid submission:	**Hand-delivered bids are to be submitted in a sealed envelope clearly marked:**
Specifications may be accessed and submitted through Cit-E-Bid: **https://cityoflaredo.ionwave.net/Login.aspx**	City of Laredo – City Secretary C/O Mario Maldonado Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 20th DAY OF FEBRUARY 2026.

for:

Mario I. Maldonado Jr.
City Secretary

Event Number	RFQ 2026-049 Addendum 1	**Organization**	City of Laredo Purchasing
Event Title	RFQ 2026-049:Utility Billing Modernization	**Workgroup**	City of Laredo Purchasing
Event Description	The City of Laredo strongly encourages elec	**Event Owner**	Enrique Aldape III
Event Type	RFQ	**Email**	ealdape@ci.laredo.tx.us
Issue Date	2/20/2026 10:38:47 AM (CT)	**Phone**	(956) 794-1733
Close Date	3/12/2026 05:00:00 PM (CT)	**Fax**	(956) 790-1805

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Atlas Design Services	Austin	TX	3/12/2026 12:42:30 PM (CT)	0	$0.00
Avero Advisors (Avero, LLC)	Knoxville	TN	3/12/2026 11:13:02 AM (CT)	0	$0.00
BerryDunn (Berry, Dunn, McNel	Portland	ME	3/12/2026 12:30:59 PM (CT)	0	$0.00
Black & Veatch Corporation	Overland Park	KS	3/12/2026 03:31:37 PM (CT)	0	$0.00
Brio Consulting LLC (Brio Service	Houston	TX	3/11/2026 08:44:58 PM (CT)	0	$0.00
CriticalRiver	Pleasanton	CA	3/12/2026 03:44:39 PM (CT)	0	$0.00
E Source Companies LLC	Boulder	CO	3/12/2026 04:09:40 PM (CT)	0	$0.00
ESCPartners	Webster	NY	3/12/2026 01:56:50 PM (CT)	0	$0.00
GHD	AUBURN	CA	3/12/2026 01:45:18 PM (CT)	0	$0.00
Utility Solution Partners	Washington	DC	3/11/2026 04:24:02 PM (CT)	0	$0.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

RFQ 2026-049
Utility Billing Modernization Consulting Services AMI and AMR Metering Strategy Review Customer Information System Implementation Oversight
Final Evaluation Scores

	Atlas Design Services	Avero Advisors	Berry Dunn
Margarita Ayala	92.00	62.00	86.00
Javier Montemayor	52.00	42.00	48.00
Patricia Soto	88.00	70.00	75.00
Average & Final Scores	**77.33**	**58.00**	**69.67**

	Blacj & Veatch Corp.	Brio Consulting	Critical River
Margarita Ayala	77.00	85.00	41.00
Javier Montemayor	52.00	44.00	40.00
Patricia Soto	89.00	80.00	52.00
Average & Final Scores	**72.67**	**69.67**	**44.33**

	E Source Companies	ESCPartners	GHD
Margarita Ayala	99.00	56.00	97.00
Javier Montemayor	85.00	49.00	78.00
Patricia Soto	90.00	67.00	88.00
Average & Final Scores	**91.33**	**57.33**	**87.67**

	Utility Solution Partners
Margarita Ayala	97.00
Javier Montemayor	48.00
Patricia Soto	80.00
Average & Final Scores	**75.00**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Consent Agenda 59.**

SUBJECT
Authorizing the City Manager for the award of RFQ 2026-047 Engineering, Planning, Design, Procurement, Construction and Project Management contract for a new Drinking Water and Wastewater Laboratory to Sepulveda Associates Architects, Inc. This will be a capital expense and is related to improving and extending the City of Laredo combined Waterworks System and Sewer System. The term of this contract shall be for a period of twenty four months. The location of the laboratory will be evaluated by the awardee and will be built on city owned property as required. Funding is available in the Waterworks and Sewer System Funds - 2024 Water and Sewer Revenue Bonds.

PREVIOUS COUNCIL ACTION
BACKGROUND
During the September 15, 2025, City Council meeting, it was determined that third-party contracting for certain water and wastewater sampling is currently necessary, as the Utilities Department does not have the capability to perform all required sampling and analysis in-house.

To address this limitation and enhance operational efficiency, the Utilities Department is in the process of developing its own water and wastewater laboratory. Once completed, this facility will allow the department to conduct sample analysis internally, improving turnaround times and reducing reliance on external contractors.

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

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this bid be awarded.

Fiscal Impact

Fiscal Year:	FY25-26
Budgeted Y/N?:	Yes
Source of Funds:	2024 Water Revenue Bond

Account #:	557-9884-535-9301 Project ID WP2603 (50%) 559-9884-535-9301 Project ID SW2602 (50%)
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
2024 Water and Sewer Revenue Bonds will be used for this capital improvement project and will be split 50/50 between water and sewer.

RFQ 2026-047

Sepulveda Associates Architects, Inc.

Supplier Response

Event Information

Number:	RFQ 2026-047
Title:	RFQ 2026-047:Engineering, Planning, Design, Procurement, Construction and Project Management Services for a New Drinking Water & Wastewater Laboratory
Type:	Request For Qualifications
Issue Date:	2/11/2026
Deadline:	3/5/2026 05:00 PM (CT)
Notes:	**The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered proposals will also be accepted. If submitting in person, proposals will also be received at City Hall.** Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not

responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

******If the bidder submits both an electronic proposal and a properly completed manual proposal, the Purchasing Division will use the electronic proposal. If the bidder submits an electronic proposal and a manual proposal that is not complete, the Purchasing Division will use the electronic proposal.**********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Sepulveda Associates Architects, Inc. Information

Contact:	Rebecca Sepulveda
Address:	1820 Houston St Laredo, TX 78040
Phone:	(956) 725-1985
Fax:	(956) 725-2396
Email:	saainc@saarchitects.net
Web Address:	www.saarchitects.net

By submitting your response, you certify that you are authorized to represent and bind your company

Rebecca C. Sepulveda
Signature

rebecca@saarchitects.net
Email

Submitted at 3/4/2025 02:27:10 PM (CT)

Supplier Note

Please see all responses to Attribute Questions in Sections I through VIII of uploaded attachments. Thank you for the opportunity to submit our qualifications for this project

Response Attachments

Tab 1 Firm Profile.pdf

Section I Sepulveda Associates Architects, Inc.

Tab 2 Lab Experience & Sim.pdf

Section II Sepulveda Associates Architects, Inc.

Tab 3 Team.pdf

Section III Sepulveda Associates Architects, Inc.

Tab 4 Approach.pdf

Section IV Sepulveda Associates Architects, Inc.

Tab 5 Management-Schedule-Comm.pdf

Section V Sepulveda Associates Architects, Inc.

Tab 6 Local Knowledge.pdf

Section VI Sepulveda Associates Architects, Inc.

Tab 7 Required Forms Binder.pdf

Section VII Sepulveda Associates Architects, Inc.

Tab 8 Portfolio.pdf

Section VIII Sepulveda Associates Architects, Inc.

1.0 Lab - Intro Binder Final RJS USE 3-05-26.pdf

Introduction - Sepulveda Associates Architects, Inc.

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire do by my signature below, certify that the information provided in the questionnaire is true and correct."
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Sepulveda Associates Architects, Inc. - Roberto J. Sepulveda, President - 956-235-3730
3	**State how long under has the business been in its present business name** 32 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** Sepulveda Architects Sepulveda Associates Architects
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise 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? Questions 1-5 - Response = NO
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? Questions 1-3 - Response = NO
8	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)

9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties cities and other local government entities may be required to be filed after January 1 2006 by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B No 914 of the last Texas Legislature. Companies and individuals who contract or seek to contract with the City of Laredo and its agents may be required to file with the City Secretary's Office 1110 Houston Street Laredo Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers or certain family members or business relationships of the City of Laredo officer with whom such persons do business or any gifts in an amount of $250 00 or more to the listed City of Laredo officer (s) or certain family members The new requirements are in addition to any other disclosures required by law The dates for filing disclosure statements begin on January 1 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www ethics state.tx us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include 1 Mayor 2 Council Members 3 City Manager 4 Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member. 10 Ethics Commission Board Member 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III. Interim Purchasing Agent at 956-794-1733
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176. Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed See Section 176.006. Local Government Code A person commits an offense if the person knowingly violates Section 176 006 Local Government Code. An offense under this section is a Class C misdemeanor
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**Question 1. Name of person submitting this disclosure form** Please include First Name. Middle Initial. Last Name and Suffix (if applicable) Roberto J. Sepulveda
14	**Question 2. Contract Information** Please include the following a)Contract or Project Name b)Originating Department RFQ 2026-047 Utilities Department Water/WW Lab City of Laredo Utilities Department
15	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Sepulveda Associates Architects, Inc.

16 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

18 **Question 5. List any individuals or entities that will be subcontractors on this contract**

It applies to my business

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

Howland Engineering (Civil Engineering) Synergy Structural Engineering (Structural Engineering) NRG Engineering (MEP Engineering) WJHW Inc. (AV and Acoustics)

20 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists or consultants that have been retained to assist in seeking this contract.

No response

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections: a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

24 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

25 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2-61 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

28 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

29 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary

☑ I have acknowledge that I have been advised

30 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Roberto J. Sepulveda, President Sepulveda Associates Architects, Inc. March 3, 2026

31 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct

32 **Company Information Questionnaire**

☑ I have completed this section

33 **Conflict of Interest Questionnaire**

☑ I have completed this section

34 **Non-Collusive Affidavit**

☑ I have completed and included this form

35 **Discretionary Contracts Disclosure**

☑ I have completed this section

36 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website please use this link provided https://www.ethics.state.tx.us/tec/1295-Info.htm Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295 which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on the site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46 Ethics Commission Rules 46.1 Application 46.3 Definitions 46.5 Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

37 **Terms and Conditions for Request for Qualifications**

- **GENERAL TERMS AND CONDITIONS FOR STATEMENT OF QUALIFICATIONS**

1. GENERAL CONDITIONS Interested firms (Respondents) are required to submit statements upon the following expressed conditions: A. Respondents 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 Respondent to request additional compensation. B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent 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 Respondent. C. Respondents are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

2. PREPARATION OF SUBMITTALS Submittals shall be prepared in accordance with the following: A. For hand delivered submittals only, all information required by the RFQ form shall be furnished. The Respondent 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 replaced the manual bid and shall be considered the only valid bid. B. Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

3. DESCRIPTION OF SUPPLIES Not applicable for this request

4. SUBMISSION OF HAND DELIVERED STATEMENTS A. Statement of qualifications and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. B. Unless otherwise noted on the Notice to Respondents cover sheet, all hand delivered statements of qualifications must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. C. SOQ forms can be downloaded and printed through City-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.** D. The City shall pay no costs or other amounts incurred by any entity in responding to this RFQ, or as a result of issuance of this RFQ.

5. REJECTION OF STATEMENT OF QUALIFICATIONS The City may reject an SOQ if: A. Respondent misstates or conceals any material fact in the SOQ. B. SOQ does not strictly conform to the law or the requirements of the SOQ. C. Respondent is in arrears on existing contracts or taxes with the City of Laredo. D. In the event that a Respondent is delinquent in the payment of City of Laredo taxes on the day the SOQ is opened, including state and local taxes, such fact may constitute grounds for rejection of the SOQ or cancellation of the contract. A Respondent is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. E. No SOQ submitted herein shall be considered unless the Respondent warrants that, upon execution of a contract with the City of Laredo, Respondent will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Respondent will submit such reports as the City may therefore require assuring compliance with said practices. F. The City may reject all SOQs or any part of an SOQ whenever it is deemed necessary.

6. WITHDRAWAL OF STAMENT OF QUALIFICATIONS SOQs may not be withdrawn after they have been publicly opened, unless approved by the City Council.

7. LATE PROPOSALS OR MODIFICATIONS SOQs and modifications received after the time set for the proposal receiving deadline will not be considered. Late proposals will be returned to the Respondent unopened.

8. CLARIFICATIONS OR OBJECTION TO STATEMENT OF QUALIFICATIONS If any person contemplating submitting an SOQ for this contract is in doubt as to the true meaning of the specifications or other SOQ documents or any part thereof, they may submit to the City Purchasing Agent. All requests for information shall be made in writing through email or Question & Response section on City-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue Laredo, TX 78041; email: jezapata@ci.laredo.tx.us. Any vendor submitting questions shall make reference to a specific RFQ number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through City-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the SOQ during the RFQ process. bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. The following sequence of activities must take place in filing a protest. To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. 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 Respondent of the decision. If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent 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.

9. RESPONDENT DISCOUNTS Not applicable for this contract.

- **10. AWARD OF CONTRACT** The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services, and for a fair and reasonable price. The firm selected will be the firm which, in the opinion of the City, is the best qualified. The professional fees under the contract may not exceed any maximum established by law. The Respondent shall bear the burden of proof of compliance with the City of Laredo specifications. A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)). Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

- **11. 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.. PAYMENTS & INVOICING All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices must show the purchase order number and invoices shall be legible. Invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us . For more information, please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328.

13. 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 entity is prohibited from contacting city officials and employees regarding such a contract after a 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14. TITLE VI ASSURANCE The City of Laredo along with the Texas Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. ss 2000d to 2000d-4) and the Regulations, hereby notifies all providers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statements of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15. 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

38 **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 its 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 IV. 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

39 **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

40 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Sepulveda Associates Architects, Inc. is a local vendor

41 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify revise or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

42 **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 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.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all certifications, licenses, permits and/or insurance coverages, required to perform work throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

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

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies which name The City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles subject to approval by The City of Laredo
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following
1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:
INSURANCE REQUIREMENTS
When required and specified in the City of Laredo bid specifications the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows
1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to

General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies which name The City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of Insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(c) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

43	**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

4 4	**Section I: Firm Qualifications and Team Organization (35 Points)** Brief description of the firm, including: Legal name, address, website, and years in business. Texas engineering license information for the firm and key licensed staff. Overview of the firm's capabilities and services relevant to this Project. Description of proposed sub consultants (architectural, structural, MEP, lab planning, IT LIMS, etc.) and the roles they will perform. Organizational chart showing the proposed team structure and reporting relationships. *****Documentation shall uploaded onto Cit-E-Bid****** Please see Section 1 of Uploaded Attachments

45	**Section II: Relevant Laboratory and Utilities Project Experience. (20 Points)** Provide a minimum of five (5) projects completed within the last ten (10) years that demonstrate the firm's experience with: Environmental or water wastewater laboratory planning, design, and implementation; and Drinking water and or wastewater facilities where laboratory integration or support was a key component. For each project, identify: Project name and location: Owner client; Brief description and scope of services; Laboratory-related elements (e.g., bacteriology, BOD COD, metals organics labs, equipment planning): Construction cost and year of completion (if available); Owner contact information for reference (name, title, phone, and email). *****Documentation shall uploaded onto Cit-E-Bid****** Please see Section II of Uploaded Attachments

46 **Section III: Project Team and Key Personnel. (20 Points)**

Identify the proposed Project Manager and key technical leads (e.g., Lead Lab Planner Process Engineer, Lead Architect, Lead MEP Engineer, and any key specialty leads).

Provide brief resumes (2 pages maximum each) focusing on:
Relevant laboratory and water wastewater project experience;
Professional registrations, certifications, and education;
Specific role and responsibilities on this Project.

Indicate the anticipated level of involvement (percent of time or hours) for key personnel across major phases.

Documentation shall uploaded onto Cit-E-Bid*

Please see Section III of Uploaded Attachments

47 **Section IV: Technical Approach and Understanding. (15 Points)**

Describe your understanding of the City's objectives for a combined drinking water and wastewater compliance laboratory.

Provide a concise description of your technical approach to:
Needs assessment and laboratory programming;
Integrating drinking water and wastewater testing while managing cross-contamination risk;
Planning and specifying equipment for E. coli and other bacteriological testing, BOD COD, heavy metals, nutrients, and additional parameters defined by the City;
Designing flexible lab spaces that can accommodate future analytical methods and instruments.

Summarize your internal quality assurance quality control processes for design and documentation
Documentation shall uploaded onto Cit-E-Bid*

Please see Section IV of Uploaded Attachments

48	**Section V: Project Management, Schedule, and Communication. (5 Points)** Present a high-level project schedule from Notice to Proceed through design completion and anticipated construction and equipment installation milestones. Describe your approach to: Project management and coordination with City staff: Communication and decision tracking (meetings, reports, task logs): Coordination among sub consultants and disciplines; Managing scope and changes. ***Documentation shall uploaded onto Cit-E-Bid**** Please see Section V of Uploaded Attachments
49	**Section VI: Local Knowledge and Added Value. (5 Points)** Describe your familiarity with the City of Laredo, regional regulatory environment, and local permitting processes, if applicable. Identify any design or delivery innovations that could add value, improve lab performance, or reduce lifecycle cost. ***Documentation shall uploaded onto Cit-E-Bid**** Please see Section VI of Uploaded Attachments

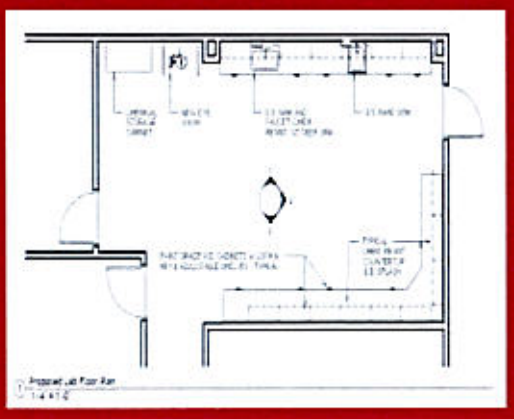


Dr. J. G. Cigarroa Middle School Science Lab 2026

I. COMPANY AND PERSONNEL EXPERIENCE

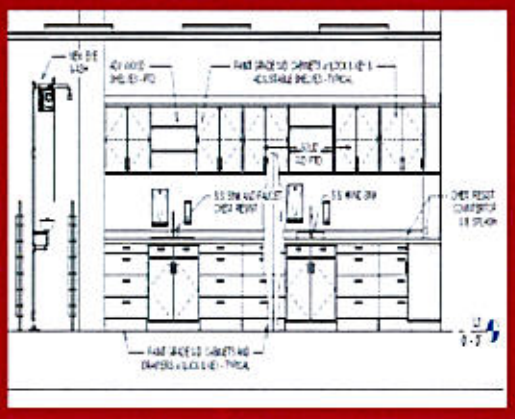


City of Laredo - Fire Administration Center
Sepulveda Associates, Architects, Inc.
2012



Mini-lab Study - 2025 - Plan

SEPULVEDA ASSOCIATES ARCHITECTS INC.



Mini-lab Study - 2025 Interior Elevation

I.1. SAA, INC. CONTACT INFORMATION

Submittal Document
Item No. 30 and 44



LAREDO OFFICE
1820 Houston Street
Laredo, Texas 78040
Telephone: 956/725-1985
E-Mail: saainc@saarchitects.net

AUSTIN OFFICE
12744 Withers Way
Austin, Texas 78727
Telephone: 956/235-3732
E-Mail: ricardo@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS, INC.

A Texas Registered Architectural Firm

PRINCIPAL CONTACT AND PROJECT TEAM MANAGER:
Roberto J. Sepulveda, AIA - President/Architect Tx. No. 13181

Sepúlveda Associates Architects, Inc. (SAA, Inc.) is a full-service design firm with a distinguished record of service to communities in South Texas. Established in 1992 the firm has contributed to the region's built environment through its **innovative design, commercial developments, lower and higher educational institutions, new, modernization - rehabilitation, historic preservation, recreational and planning services.**

A majority of the firm's work has been dedicated to the successful development of educational facilities and public buildings which help advance the quality of life for all citizens of the region.

The hallmark of the firm's success is its focus on the needs of the project owner and on design which efficiently serves a project's ultimate users.

SAA, Inc.** will serve as the **team project manager** for the proposed Architectural Services for **2026 - 047 New Drinking Water and Wastewater Laboratory.

I.1.TEAM EXPERIENCE / QUALIFICATIONS

SAA, Inc. has provided professional services to public and private entities who have invested more than $1.1 Billion in NEW and REHABILITATION construction projects throughout Webb, Jim Hogg and Zapata counties.



LC LERMA PEÑA BUILDING

Sepulveda Associates Architects, Inc. is proud of its portfolio of successful **new construction, remodeling – modernization, and historic rehabilitation projects** which serve the community as government buildings, public and private schools, colleges and businesses.

The SAA, Inc. team has broad **Master Planning / Feasibility Study and Design experience** that has created many new projects and also transformed many historic buildings in Laredo and throughout the region for functional and effective new uses. Successful execution of program planning by SAA, Inc.'s team has resulted in exceptional multi-functional facilities for the City of Laredo, County of Webb, United ISD, Laredo College, Laredo ISD, Webb CISD, and Zapata CISD. **SAA, Inc. has designed over 480 successful custom residential and commercial projects with over 29 projects completed for the City of Laredo since 1992** including the **Utilities Dept. Administration Center Phase I,II, III & IV.**

Overview: Innovation and efficiency in design are also evident in SAA, Inc.'s **new construction projects** for Laredo College which have included the 115,000 sq. ft. **Lewis Energy Group Academic Center**, the 80,000 sq. ft. - $12.5 Mil. modernization and expansion of the **H.R. Yeary Library and Conference Center** and the $8.5 million **Guadalupe and Lilia Martinez Fine Arts Center** which has featured concerts, conferences, dramatic plays and musicals for the benefit of students and community groups. **Complex Historic Rehabilitation projects** successfully executed by SAA, Inc. have included the former Fort McIntosh Chapel, the former Fort McIntosh P34-35 into an administration center, and the firm's current project to rehabilitate the **C of L former Southern Hotel (1210 Matamoros St.)** into the City of Laredo's new apartments for elderly and low income residents. ***Recently, 2023-24, the UNI-Trade Stadium Enhancements scope, construction documents, bidding and awarding was executed in a timely manner within budget.***

The design team assembled by SAA, Inc. has collaborated on both large and small projects for over 33 years and their combined experience and knowledge of local construction standards and codes allows for ***an aggressive project schedule to be developed***, maintained and repeatedly executed.

SAA, Inc. takes great pride in designing structures that harmonize with the region's architecture and environment, that are durable, sustainable, efficient and make cost-effective use of space. **The fact that the firm is repeatedly contracted by individuals, agencies and institutions attests to Sepulveda Associates Architect's ability to plan, meet deadlines, budgets, and produce quality work for its clients.**

1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. TEAM COMPOSITION

City of Laredo
Mayor and City Council City Management
City Utilities Department
Project Manager

Roberto J. Sepulveda, AIA
President/Project Architect
Construction Estimation, Schedule and Specifications

Roberto S. Sepulveda, AIA - Architect
Architectural Project Manager
Architectural Site Assessment, Construction Documents,
Construction Administration

Ricardo D. Sepulveda, AIA - Architect
Project Architect
Architectural Site Assessment, Construction Documents
Construction Administration

Marcos A. Sepulveda, AIA - Architect
Architectural Project Manager
Architectural Site Assessment, Construction Documents,
Construction Administration

Rebecca C. Sepulveda
Vice President, Historic Preservation Consultant
Finance/Management

Design Consultants
Christy G. Sepulveda, Industrial Designer
Construction Documents

Additional Design Consultants
As Needed - Part Time

Howland Engineering
Civil Consultants
Roberto P. Martinez, P.E.
Oscar J. Sepulveda, P.E.

Synergy Engineering
Structural Consultants
Victor DeAnda, P.E.

NRG Engineering
MEP Consultants
John Rodriguez, P.E.

WJHW, Inc.
AV Display / Data / Sound
Rene Garza, Principal Consultant

Halff Associates, Inc.
Technology/Security
Jose Delgado, P.E.

O'Connor Engineering & Science, Inc.
Environmental - Abatement
Thomas J. O'Connor, Jr., P.E., Principal
Pedro Vasquez, P.M.



Laredo College
Dr. J.G. Cigarroa Science
Laboratory Building

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LAREDO, TEXAS 78040
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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. SAA, INC KEY PERSONNEL

SAA, Inc. takes a team approach to design, inviting the client, their staff, and the people who will live, use, visit and work within a facility to collaborate with the team of designers and consultants. The result is a successful project that honors the owner's budget and vision, while providing staff and local / visitor users with a functional and welcoming environment. Long-term sustainability and energy efficiency are critical components of all SAA, Inc.'s designs.

SAA, Inc. Personnel

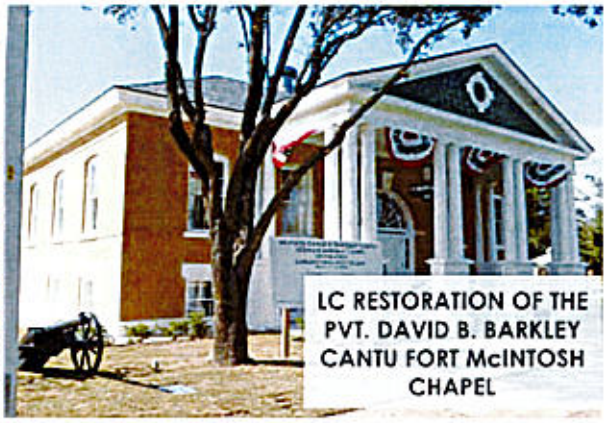
Roberto J. Sepulveda, President, AIA
Roberto S. Sepulveda, Director, AIA
Ricardo D. Sepulveda, Director, AIA
Marcos A. Sepulveda, Director, AIA
Christy G. Sepulveda, Industrial Designer
Rebecca C. Sepulveda, Vice President, Allied AIA



UNI-TRADE STADIUM ENHANCEMENTS
CITY OF LAREDO
2022-24



BRUNI HIGH SCHOOL



LC RESTORATION OF THE PVT. DAVID B. BARKLEY CANTU FORT McINTOSH CHAPEL



LC LILIA AND GUADALUPE MARTINEZ
FINE ARTS CENTER - 2004 - SAA, INC.



LC VISUAL AND
PERFORMING ARTS CENTER

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LAREDO, TEXAS 78040
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E-MAIL saainc@saarchitects.net

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

I.1. SAA, INC KEY PERSONNEL



ROBERTO J. SEPULVEDA

AIA, Principal - Architect

PROFESSIONAL EXPERIENCE:

1994 – Present
President, Sepulveda Associates Architects, Inc.
(a professional corporation) Laredo, Texas

1992-1993 Sepulveda Associates Architects Laredo, Texas
Owner/Architect

1984-1992 Turner, Hickey, Sepulveda & Associates, Inc.
Architects and Planners Laredo, Texas
Partner/Architect

1982-1984 Intern Architect, Thompson and Associates
Austin, Texas

EDUCATION:

1982 Bachelor of Architecture- The University of Texas at Austin
1978 Liberal Arts Coursework Laredo Junior College Laredo, Texas
1977 Raymond and Tirza Martin High School Laredo, Texas

REGISTRATION:

Professional Registered Architect
Texas Board of Architectural Examiners Number 13181 - 3/22/90

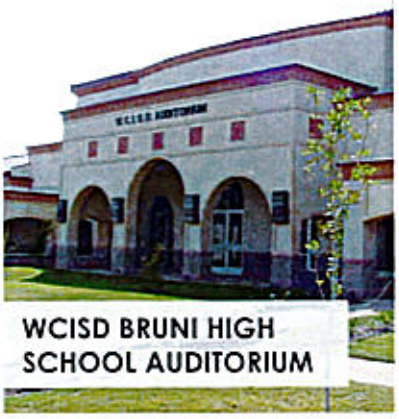
Professional Registered Interior Designer
Texas Board of Architectural Examiners Number 8004 - 9/01/94

ACHIEVEMENTS AND PARTICIPATION:

2018 - Volunteer of the Year Nominee – United Way Jefferson Award
1996-97 - Chairman of the Board – Laredo Chamber of Commerce
1991-1992 - Distinguished President Kiwanis International
1988-1989 - Kiwanian of the Year
1987-1988 - Kiwanis Rookie of the Year
1986-1987 - C. William Brownfield Membership Award Laredo Jaycees
1985-1986 - Officer of the Year/Laredo Jaycee of the Year
1978 - Distinguished Honor Student Laredo Junior College
1976 - Vigil Member, Order of the Arrow, Boy Scouts of America

Gulf Coast Council, BSA Silver Beaver Award
Boy Scouts of America St. George Medal
Girl Scouts of America Elizabeth Ann Seton Award
Member, National Eagle Scout Association
Boys Scouts of America, Eagle Scout 1974

Member, American Institute of Architects (Since 1984)
Organizational Member, U.S. Green Building Council
Member, Texas Society of Architects (1984 -)
Member, AIA-Laredo Section



WCISD BRUNI HIGH SCHOOL AUDITORIUM

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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. SAA, INC KEY PERSONNEL



ROBERTO S. SEPULVEDA

AIA, Architect and Project Manager

PROFESSIONAL EXPERIENCE:
1999 - Present
Sepulveda Associates Architects Inc., Laredo Texas
Project Management/ Design/Site Assessment/3D Modeling

Sepulveda Associates Architects, Inc.

2010 to Present	Architect in Training
1999-2010	Student Intern

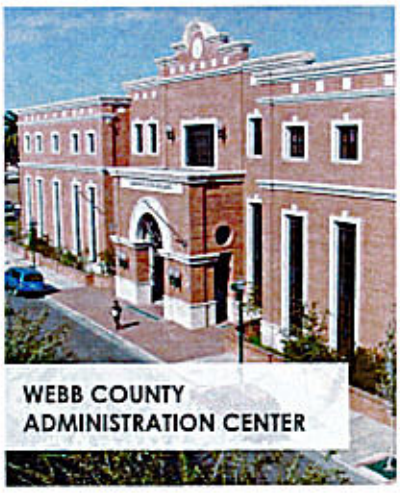
EDUCATION:

2015 - Master in Architecture
Boston Architectural College (Boston MA.)
2009 - Bachelor of Science in Architecture Degree
The University of Texas at San Antonio
2005 - Laredo Community College
2004 - St. Augustine High School
Laredo, Texas
2003 - Architectural Summer Academy
University of Texas at Austin – School of Architecture

REGISTRATION:
Professional Registered Architect
Texas Board of Architectural Examiners Number 29404 - 6/16/21

CIVIL AFFILITIONS
Treasurer, Laredo Section, American Institute of Architects Member, Webb County Heritage Foundation
Member, Blessed Sacrament Church

AWARDS
Eagle Scout – 5-20-2000
Daniel B. Hastings, Jr. Scholarship Recipient
Laredo Community College Blue Chip Scholar



WEBB COUNTY ADMINISTRATION CENTER



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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. SAA, INC KEY PERSONNEL



MARCOS A. SEPULVEDA

AIA, Architect and Project Manager

PROFESSIONAL EXPERIENCE: TBAE No. 31331 - 10-18-23

1999 - Present	Sepulveda Associates Architects Inc., Laredo Texas Project Management/ Design/Site Assessment/3D Modeling
2014-2018	Kendall Heaton Associates, Houston, TX
2013	Story Architects, Houston, Texas Architectural Draftsman/ Designing/ Surveying/3D Modeling
	University of Houston Gerald D. Hines School of Architecture Computer Lab Tech Clerk

EDUCATION:

2014	Bachelor of Architecture, University of Houston
2009-2010	University of Texas at San Antonio School of Architecture
2008	Laredo Community College: Laredo Texas
2007	St. Augustine High School, Laredo Texas
2007	UT School of Architecture Summer Academy: Austin Texas

ACHIEVEMENTS AND PARTICIPATION:

2013	Italart – University of Houston Summer Study Abroad Program
2007	LCC Daniel B Hastings Jr. Scholarship Award
2005	Eagle Scout

SKILLS:

Technical Design: AutoCAD 2012, Sketchup 8, Rhinoceros 5, Revit, Grasshopper
Editing: Adobe Creative Suite 5, Photoshop/Illustrator/In-Design)
Rendering: Vray, 3dsMax, Artlantis

CIVIC AFFILITIONS

Member, Laredo Rotary Club



Private Ranch House - Webb County 2018



Laredo ISD Instructional Technology Center - 2021-22

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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. SAA, INC KEY PERSONNEL



RICARDO D. SEPULVEDA

AIA, Architect, SAA Inc. Austin / Laredo

PROFESSIONAL EXPERIENCE:

2019	Director - Sepulveda Associates Architects - Austin
2014-2019	Project Architect – Tom Hurt Architecture – Austin, Tx Research /
2013-2014	Design Assistant at the Community Design Resource Center , Houston Tx
2012-2013	Construction Asst. Supervisor – Texas Fine Home Builders
2006-2012	Sepulveda Associates Architects, Inc., Laredo TX - Designer, Design Consultant

EDUCATION:

2014	Bachelor of Architecture, University of Houston Magna Cum Laude, Honors Award
2009	Laredo Community College
2009	St. Augustine High School – Laredo, Tx

REGISTRATION:

Professional Registered Architect
Texas Board of Architectural Examiners
Registered Architect in Texas - #27441 2018

SKILLS:

Technical Design: AutoCAD 2012, Sketchup 8, Rhinoceros 5, Revit, Grasshopper
Editing: Adobe Creative Suite 5, Photoshop/Illustrator/In-Design)
Rendering: Vray, 3dsMax, Artlantis

ACHIEVEMENTS AND PARTICIPATION:

2014 – Honors Thesis Award
2013 – Published "Collaborative Community Design Initiative"
2013 – Italart – University of Houston Study Abroad Program Italy
2013 – Provost Undergraduate Research Scholarship
2012 – "Pop Up" Project – Artist of the Year Exhibit
2012 – Curatorial Assistant – Close the Gap Exhibit
2010-2014 – Dean's List University of Houston-Architecture
2007 - Eagle Scout



LISD Cigarroa Middle School
2021 - 2024



CENTER FOR CREATIVE ACTION
- TOM HURT ARCHITECTURE







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SEPULVEDA
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ARCHITECTS
INC.

I.1. SAA, INC KEY PERSONNEL



REBECCA CAVAZOS SEPULVEDA

Business Manager, Historic Preservation Consultant

PROFESSIONAL EXPERIENCE:

1992 - Present - Sepulveda Associates Architects, Inc. Laredo, Texas
Vice President
2004 - 2017 – Diocese of Laredo
Non-Profit Director of Stewardship and Development
2001-2005 – Laredo Community College
College Adjunct Instructor – History
2001-2003 – Laredo Community College
College Adjunct Instructor Customer Service
1998-2004 – Laredo Community College
Director of Marketing and Public Information
1995- 1998 – Texas A&M International University
Director of Development
1993-1995 – Webb County Heritage Foundation And Republic of the Rio Grande Museum
Executive Director
1985 - 1993 - Catholic Communications Corp. Laredo, Texas
Manager, writer, producer KHOY FM and Catholic CTV
1985 – 1993 – Laredo Community College Adjunct College
Instructor – Electronic Communications
1984-1985 – Laredo Morning Times - Laredo, Texas
City Editor
1983-1984 – Office of the Governor State Capitol, Austin, Texas
Assistant to the Governor's Press Secretary
1980-1983 – Laredo Morning Times - Laredo, Texas
Newspaper Editor of entertainment and features sections, City Hall reporter
1979 -1980-- State Capitol, Austin, Texas
Legislative aide to Sen. John A. Traeger (D-Sequin).
Legislative aide to Sen. Carlos F. Truan (D-Corpus Christi).
1975-1978 Laredo Times - Laredo, Texas
Newspaper writer, proofreader



DIOCESE OF LAREDO
SAGRADO CORAZON MISSION

EDUCATION:

2003 Master of Arts in History, Texas A&M International University, Laredo, TX
1980 Bachelor of Journalism Degree, Magazine Sequence,
College of Communications, The University of Texas at Austin
1978 Associate of Arts Degree, Magna Cum Laude, Laredo Junior College

PROFESSIONAL AFFILIATIONS:

Allied Member, American Institute of Architects - LRGV Chapter
Organizational Member, U.S. Green Building Council
Board Member, Webb County Heritage Foundation
Board Member, Laredo Area Community Foundation



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SEPULVEDA
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ARCHITECTS
INC.

I.1. DESIGN CONSULTANTS



HOWLAND ENGINEERING CO. SURVEYING AND CIVIL ENGINEERS

ROBERTO P. MARTINEZ, JR., PE

PROFESSIONAL EXPERIENCE:

Howland Engineering and Surveying Co., Inc. Laredo, TX
- Geoscience Manager / Partner 1999-Present
- Geotechnical Engineering
- Construction Materials Testing
- Forensic Engineering
- Civil Design
- Pavement Design

Conventional / Post Tension Foundation Designs (Residential & Coml)

Law Engineering and Environmental Services, Inc.
Dallas and Austin, TX 1996-1999
- Forensic Engineering
- Structural Evaluation and Design
- Building Condition Assessments
- ADA Surveys

Vacek-Crawford, Inc. Kingwood, TX 1994-1996
- Forensic Engineering
- Structural Evaluation of Residential and Commercial Buildings



EDUCATION:

Masters of Science in Civil Engineering
Specializing in Structural Engineering
Purdue University, West Lafayette, Indiana
1993

Bachelors of Science in Civil Engineering
Emphasis in Structural Engineering
Texas A&M University, College Station, TX
1991





REGISTRATION:

Texas Registered Professional Engineer
TX Registration No. 87810

1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985 FAX (956) 725-2396
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANTS



HOWLAND ENGINEERING CO. SURVEYING AND CIVIL ENGINEERS

OSCAR J. SEPULVEDA, P.E.

PROFESSIONAL EXPERIENCE:
Howland Engineering and Surveying Co., Inc. Laredo, TX
Senior Project Engineer / Manager
2008-Present

- Land Development – Civil Design Residential / Commercial Subdivisions
- Public Works Civil Design
- Topographic Surveying
- Construction Supervision and Inspection

Foster Engineering Co. Laredo, Texas
Vice President for Private Development
1975-1980, 1983-2008

- Land Development – Civil Design Residential / Commercial / Industrial Subdivisions
- Private Land Development Master Planning
- Public Works Civil Design – Governmental and Educational Facilities
- Construction Management, Supervision and Inspection
- Land and Topographic Surveying Consulting
- Floodplain Development Management / Elevation Certification
- Structural Foundation / Wall Evaluation and Design of Residential and Commercial Facilities
-

EDUCATION:
Bachelors of Science in Architectural Engineering
Emphasis in Building Structures / Structural Engineering
University of Texas at Austin
1970-1975

REGISTRATION:
REGISTRATION:
Texas Registered Professional Engineer
TX Registration No. 71405

Texas Registered Professional Land Surveyor







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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANTS

SYNERGY STRUCTURAL ENGINEERING

OWNER, VICTOR M. De ANDA, JR., BSCE, P. E.

PROFESSIONAL EXPERIENCE:
2004 – Present, Owner, Synergy Structural Engineering, Laredo, TX. Structural Design performed by hand and computer programs, Drafting in Autocad and Construction administration. Supervise and manage office work including marketing, proposals and site visits.

1996 – 2004 Project Manager, Lopez Engineering Group, Laredo, TX/ Mc Allen TX
Structural detailing, design and structural calculations performed by hand and computer programs. Review of shop drawings, RFI's and field observation. Supervise and manage office works including, preliminary studies, lateral force systems selection criteria, contract administration, design and construction administration, supervision of overall engineering, CADD development, and marketing.

1995- 1996 - TEXAS A&M UNIVERSITY, Kingsville, TX
Responsible for grading all examination documents for the Statistics and Structural Analysis professors. In charge of logging grades in record books and calculating overall grades for students of said classes.

EDUCATION
1996 - Texas A&M University-Kingsville, Magna Cum Laude
Laredo Junior College (GPA 3.000)
1990 – Preparatoria Excelsior, Nuevo Laredo, Tam. Mex

AWARDS/CERTIFICATIONS
- Member and Treasurer of ASCE (American Society of Civil Engineers)
- Member of the American Honor Engineering Society (Tau Beta Pi)
- Honor Roll Achievement (Spring and Fall 1995)
- ASCE Steel Bridge Competition Designer (1st Place in Stiffness)
- E.I.T. Texas # ET-23358 4/19/96
- P.E. License Texas # 92641 10/2003

SKILLS:
Bilingual: Spanish. Computer literate: Windows XP, Word, Excel, Power Point, AutoCadd, Enercalc, Fastframe, Risa-2D, RetainPro.









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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANTS

NRG ENGINEERING

Mechanical, Electrical, & Plumbing

PRESIDENT / PRINCIPAL, JOHN A. RODRIGUEZ, III, P.E.



PROFESSIONAL EXPERIENCE:

Sept. 2002 – Present NRG Engineering - Owner
Aug. 2001 – 2003 Project Engineer, P.E.
Colwell & Associates, Inc.
May 1997 – 2001 Senior Project Manager, E.I.T.
GPM Engineering
Sept. 1996 – 1997 Vice President/Owner,
QuadTech Engineering, Inc.
May 1996 – 1996 Electrical Designer/E.I.T.
Marmon Mok, Architects & Engineers
May 1995 – 1996 Electrical Designer/E.I.T.
Callins, Haggard and Associates, Inc.

EDUCATION:

1994 - Bachelor of Science in Electrical Engineering, Texas A&M University, Kingsville

REGISTRATION:

Registered Professional Engineer – Texas No. 90273
Member of the National Society of Professional Engineers (NSPE)
Member of the Texas Society of Professional Engineers (TSPE) – Nueces Chapter

PROFESSIONAL ACTIVITIES:

Registered Professional Engineer – Texas No. 90273
Member of the National Society of Professional Engineers (NSPE)
Member of the Texas Society of Professional Engineers (TSPE) – Nueces Chapter

SAMPLE PROJECTS – EDUCATION

- United ISD HS Science Building Additions (LBJ, United South, & Alexander) – Laredo, TX
- United ISD New 9th Grade Campus ~200,000SF – Laredo, TX
- United ISD New Middle School Campus ~111,000SF – Laredo, TX
- LISD Lamar Middle School Renovations and Additions – Laredo, TX
- W.B Ray High School Renovations and Additions – Corpus Christi, TX
- R.M. King High School Renovations and Additions – Corpus Christi, TX
- Mary Carroll High School Renovations and Additions – Corpus Christi, TX
- LISD Martin High School Renovation, ~ 90,000SF, Laredo ISD – Laredo, TX
- LISD Martin High School Classroom Addition, ~100,000SF, Laredo ISD - Laredo, TX
- LISD Christian Middle School Renovation, ~ 40,000SF, Laredo ISD – Laredo, TX
- Zapata Middle School Renovation, ~100,000SF – Zapata, TX
- New Zapata Elementary School – Zapata, TX
- New Bruni Middle School, Webb CISD – Bruni, TX
- New Bruni High School, Webb CISD – Bruni, TX
- Eagle Pass ISD District Fine Arts/Theater Complex – Eagle Pass, TX
- Eagle Pass ISD New District Football Stadium and Field House – Eagle Pass, TX
- Eagle Pass ISD New District Basketball/Volleyball/Multipurpose Arena – Eagle Pass, TX
- Eagle Pass High School Gymnasium & Science Wing Additions – Eagle Pass, TX
- CC Winn High School Classroom Wing Addition – Eagle Pass, TX
- King High School Fine Arts Complex Renovation & Expansion – KVISD, Kingsville, TX
- New Dubose Middle School – Alice ISD, Alice, TX

City of Laredo Fire Administration Center - SAA, Inc. 2012





Corpus Christi, TX
Harbor Bridge Lighting Project

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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANTS

NRG ENGINEERING
Mechanical, Electrical & Plumbing

SEAN M. RODRIGUEZ, P.E., C.I.P.E.



TX. P.E. 96478

PROFESSIONAL EXPERIENCE:

Sept. 2002 – Present Project Manager/P.E.
NRG Engineering
July 2002 – 2003 Project Manager/E.I.T.
DBR Engineering
Dec. 2001 – 2002 Project Manager/E.I.T. Swoboda Engineering
Nov. 1999 – 2001 Project Manager/E.I.T.
GPM Engineering (Pitzco, Inc.)
Sept. 1996 – 1999 Mechanical Designer/E.I.T., Swoboda Engineering

EDUCATION:

Bachelor of Science in Mechanical Engineering
Texas A&M University

SELECTED PROJECTS:

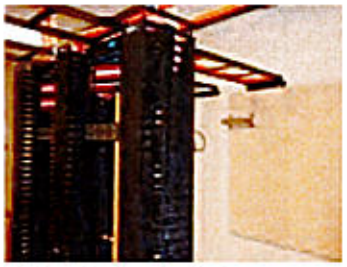
The following is a partial list of projects that represent past experience prior to the formation of NRG Engineering. Detailed project lists for the following facility types shall be furnished upon request.

PROFESSIONAL ACTIVITIES

Certified in Plumbing Engineering, April 2000, by The American Society of Plumbing Engineers
Member of the American Society of Plumbing Engineers (ASPE) – Houston, TX Chapter
Member of the American Society of Heating, Refrigeration, and Air Conditioning Engineers – S. Texas Chapter

EDUCATIONAL PROJECT EXPERIENCE

TAMU International – Sepulveda Associates, Architects – Computer Lab Remodel
TAMU Kingsville – BMST Architects – Dormitory Remodel
Laredo Comm. College – Sepulveda Assoc., Architects – New Science Building
Del Mar College – BMST Architects – New Solomon Coles Classroom Building
Del Mar College – Prime – New West Campus Central Plant & Energy Retrofits
Laredo ISD – Sepulveda Assoc., Architects – New Sanchez-Ochoa Elementary
Laredo ISD – Ashely-Humphries Architects – New Farias Elementary



LC Lewis Academic Center
MDF 2012



Kingsville Border Patrol Facility



LC South Campus New Chiller

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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANTS

WJHW, INC.

A/V / ACOUSTICS / SOUND CONSULTING



René Garza, ASTC
Senior Associate

Education
University of the Incarnate Word, Bachelor of Arts, Theatre and Design, San Antonio, Texas

University of Oregon, Graduate Teaching Fellow, 1999-2000

Professional Associations American Society of Theatre Consultants
United States Institute for Theatre Technology
Texas Educational Theatre Association

Since 1992, René has been professionally involved with theatre and the performing and visual arts. He has successfully worked with educational facilities (both K-12 and higher education), churches, corporate users, sports complexes and numerous performing arts theatres. He has worked and designed on various projects for companies such as the award winning Kitchen Dog Theater, Disney Entertainment, the Chuck E. Cheese Corporation and Universal Studios. As an artist, René has designed and artistically worked on well over fifty productions ranging from live theatre to film.

René's hands-on experience with such a broad range of technical systems, combined with his understanding of the construction process and strength as a project manager, has given him a valuable insight into how all of these elements must work together in order to produce a successful project which meets and exceeds the clients expectations.

Representative Projects
Dallas ISD - Carter High School; Dallas, Texas
Dallas ISD – Hulcy High School; Dallas, Texas
Dallas ISD – Atwell Middle School; Dallas, Texas
Humble ISD – Kingwood Park High School; Humble, Texas
Krum ISD – Krum High School Auditorium; Krum, Texas
Krum ISD Early Education Center; Krum, Texas
Midlothian ISD – High School Technology Village; Midlothian, Texas Keller ISD – High School #4; Keller, Texas
Red Oak ISD – High School #2; Red Oak, Texas
Weslaco ISD – High School Auditorium; Weslaco, Texas
Grand Prairie ISD – Career High School; Grand Prairie, Texas
Northwest ISD – Academy of Media Arts/Technology; Justin, Texas Victoria ISD Performing Arts Center; Victoria, Texas
Grand Prairie ISD – South High School Performing Arts Center; Grand Prairie, Texas
Eagle Mountain-Saginaw ISD; High School #3; Saginaw, Texas
Carroll ISD – Southlake High School Theatre; Southlake, Texas
Northwest ISD – Byron Nelson High School; Justin, Texas
Mission ISD – Mission High School; Mission, Texas
Mission ISD – Veteran Memorial High School; Mission, Tx
Midlothian ISD – Frank Seale Middle School; Midlothian, Tx
Northside ISD – William J. Brennan High School; San Antonio, Texas

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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANTS

HALFF ASSOCIATES
Communications / IT / Data Systems / CCTV Systems
JOSE A. DELGADO, PE, RCDD, LEED AP

ABOUT:
Prior to joining Halff Associates, Jose spent a number of years in Dallas and Austin, Texas, where he was actively engaged in technically challenging projects.
He has extensive experience in design, construction administration, and project management on ITS projects following BICSI's (Building Industry Consulting Service International) recommended practices.
Jose's experience covers government, commercial, and educational sectors. Examples of his ITS designs include a signage system using fiber optic media for several of New York's Land Port of Entry (LPOE) locations; Network Operating center for Donna ISD; and backbone and horizontal cabling systems, access controls, audio/visual, intercom, intrusion detection, and fire alarm for numerous facilities for the City of McAllen, the University of Texas-Rio Grande Valley, and U.S. Customs and Border Patrol facilities.

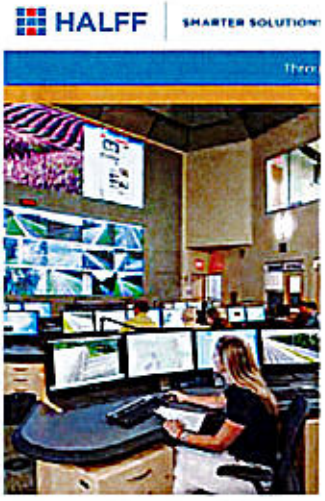
EDUCATION:
2002 – Bachelor of Science/Electrical Engineering, University of Texas Pan American

LICENSES AND REGISTRATION:
Licensed Professional Engineer
State of Texas – No. 101998 (2008)

Registered Communications Distribution Designer
RCDD – No. 201201R (2017)

LEED AP - No. 10450958

SERVICES AREAS:
- Structured cabling (backbone & horizontal
- Access controls
- Electronic security systems
- Uninterruptable power supplies (UPS)
- Intercom systems
- Data centers
- Fire alarm systems
- Water/wastewater instrumentation
- Surveillance camera systems
- Lift station controls
- Intrusion detection
- Lift station automation





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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANTS

O'CONNOR ENGINEERING & SCIENCE, INC. (OES) ENVIRONMENTAL CONSULTING



Kazen Student Center Environmental Abatement 2012



919 Victoria Street
Laredo, Texas 78040
Telephone: 956/728-1123, 956/728-7075 fax
E-Mail: oes@stx.rr.com

Main Contact:

Thomas J. O'Connor, Jr., PE, REM (21 Years as President)

President and Senior Project Engineer
Licensed Professional Engineer No. 85537, Texas Board of Professional Engineers
Licensed Asbestos Individual Consultant No. 10-5541, Texas Department of State Health Services
Registered Environmental Manager No. 9107, National Registry of Environmental Professionals
Graduate, Texas A&M University, College Station, Texas; Bachelor of Science, Civil Engineering, 1992
Master of Business Administration (MBA); Coursework, Texas A&M International University

OES PERSONNEL

O'CONNOR ENGINEERING & SCIENCE, INC.
919 Victoria Street
Laredo, Texas 78040
956-728-1123, 956-728-7075 (fax)
Contact: Thomas J. O'Connor, Jr., PE, REM



P-24 Former Post Commissary Restoration and Repurposing Asbestos Abatement 2010

President and Senior Project Engineer: Thomas J. O'Connor, Jr., PE, REM

Licensed Professional Engineer No. 85537, Texas Board of Professional Engineers
Licensed Asbestos Individual Consultant No. 10-5541, Texas Department of State Health Services
Registered Environmental Manager No. 9107, National Registry of Environmental Professionals

Project Manager: Pedro Vazquez (OES 19 Years)

I.1. DESIGN CONSULTANTS



Visual & Performing Arts Warehouse Abatement 2011

Support Staff:

Ricardo D. Rodriguez, Senior Engineering Technician (OES 17 Years)
Martin J. Flores, Jr., Draftsman (OES 9 Years) Magda Yanina Rodriguez, Administrative (OES 8 Years)

STAFFING – RESUMES

RESUME

THOMAS J. O'CONNOR, JR., PE, REM

EDUCATION:

Master of Business Administration (MBA) Coursework
Texas A&M International University
Laredo, TX 1992-1993

Bachelor of Science, Civil Engineering
Texas A&M University, College Station, TX
August, 1992

J.W. Nixon High School
Laredo, TX
Graduate, 1986

PROFESSIONAL EXPERIENCE:

O'Connor Engineering & Science, Inc.
Laredo, TX
President and Senior Project Engineer
1999-Present

Applied Earth Sciences, Inc.
Laredo, TX
Project Engineer
1998-1999

Raba-Kistner Consultants, Inc.
Laredo, TX
Project Engineer/Interim Manager
1996-1998

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I.1. DESIGN CONSULTANTS



P-24 Former Commissary
Environmental Abatement
2010

Crystal Environmental Services, Inc.
Laredo, TX
Graduate Engineer
1994-1996

Trinity Testing Laboratories, Inc.
Laredo, TX
Graduate Engineer
1992-1994

Berger Materials Engineering, Inc.
Bryan, TX
Engineering Technician
1991-1992

PROFESSIONAL REGISTRATIONS:

Licensed Professional Engineer, State of Texas (No. 85537)
Registered Environmental Manager, NREP (No. 9107)
Texas Department of State Health Services (TDSHS) Individual Asbestos
Consultant (10-5541)
TCEQ LPST Licensed Corrective Action Project Manager (CAPM-00865)

PROFESSIONAL AFFILIATIONS:

American Society of Professional Engineers
National Society of Professional Engineers
Texas Society of Professional Engineers
National Registry of Environmental Professionals
Laredo Builders Association

SPECIALIZED TRAINING:

ACI Design of Slabs on Grade
Forensic Engineering Assessments
Retaining Wall Design
PTI Post-Tensioned Slab Design
Asbestos Abatement Project Design
Asbestos Management Planner Training
Asbestos Project Inspection Training
Radiation Safety Training
OSHA 40-Hour HAZWOPER Certification (29CFR1910.120)
Underground Storage Tank Removal Design

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I.1. DESIGN CONSULTANTS



P-124 Historic Officer's Qtrs. Residences 2013



RESUME

PEDRO VAZQUEZ

EDUCATION:

Texas State Technical College
Associates in Applied Science-Computer Drafting and Design Technology
Laredo, TX
August, 2003

Bruni High School
Bruni, TX
Graduate, 2001

PROFESSIONAL EXPERIENCE:

O'Connor Engineering & Science, Inc.
Laredo, TX
General Manager
2011-Present

O'Connor Engineering & Science, Inc.
Laredo, TX
Senior Draftsman
2005-2011

O'Connor Engineering & Science, Inc.
Laredo, TX
Draftsman
2001-2005

SPECIALIZED TRAINING:

ACI Design of Slabs on Grade
Asbestos Abatement Project Design
Asbestos Management Planner Training
Asbestos Project Inspection Training
Radiation Safety Training
OSHA 40-Hour HAZWOPER Certification (29CFR1910.120)

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SEPULVEDA ASSOCIATES ARCHITECTS INC.

I.1. DESIGN CONSULTANT CONTACTS

HOWLAND ENGINEERING & SURVEYING CO. (MBE)
Survey and Civil Engineers

Contact: Roberto Martinez, P.E.,
Oscar J. Sepulveda, P.E.
7615 N. Bartlett Avenue
Laredo, Texas 78041-6508
956-722-4411, 956-722-5414 (fax)

In association with SAA, Inc. for 12 years. **The largest engineering firm in the Laredo-Webb County area with disciplines in civil engineering, land surveying, platting, material quality testing, and geo-science engineering.** The firm maintains a full time local testing laboratory providing quality monitoring for all construction projects. SAA, Inc. has worked with Oscar J. Sepulveda for over twenty five years and guides the team's civil, surveying, and geo-technical designs.

NRG ENGINEERING

MECHANICAL / ELECTRICAL ENGINEERS

Contact: John A. Rodriguez, III, P.E.
5656 S. Staples, Ste. 360
Corpus Christi, Texas 78411
361-852-2727, 361-852-2922 (fax)

In association with SAA, Inc. for 16 years. NRG Engineering is a full service mechanical, electrical and plumbing consulting firm. The firm provides con-struction documents for commercial, industrial and government projects, both new and renovated. Established in 2002, NRG Engineering is paving its way within the engineering/construction community by setting high stan-dards for quality work. With over 50 years combined experience, NRG engineers, designers and staff continue to strive for excellence.

WRIGHTSON, JOHNSON, HADDON & WILLIAMS, INC.

AUDIO/VISUAL/ACOUSTICS/SOUND

Contact: Rene Garza, Principal
12175 Network Boulevard, Suite 150
San Antonio, TX 78249
p.(972) 934-3700 f.(210) 561-9810

In association with SAA, Inc. for 21 years. Wrightson, Johnson, Haddon & Williams, Inc. is a 38 person, DBE Certified woman owned firm offering state-of-the-art design services and consulting in **acoustics & noise control, audio, visual, video** & scoring displays, broadcast provisions & video production, **t**heatre planning, lighting & rigging, distributed TV & satellite, video surveillance & access control, and tel/data structured cabling. The firm's strengths lie in the combined talents of principals and employees, the diverse technical and business skills, and experience accrued over the years from hundreds of successfully completed world renown projects.

I.1. DESIGN CONSULTANT CONTACTS

SYNERGY STRUCTURAL ENGINEERING
STRUCTURAL ENGINEERS

Contact: Victor De Anda P.E.
6909 Springfield Ave. Suite 105
Laredo, Texas 78041
956-753-5860, 956-753-6210 (fax)

In association with SAA, Inc. for 15 years.
Mr. De Anda has attained a diverse background in structural work which includes:

- Structural Steel framed structures
- Elementary, Intermediate and High School structures
- Banking Facilities
- Residential and Multi-family dwellings
- Masonry design
- Concrete design
- Wood design
- Industrial and Commercial Structures
- structural Investigations to assist in determining the most probable cause of structural distress in existing bldg
- modifications and expansion to existing buildings

O'CONNOR ENGINEERING AND SCIENCE, INC. If Required
ENVIRONMENTAL SITE ASSESSMENT AND WETLAND DELINEATION

Contact: Thomas J. O'Connor, Jr. P.E., REM
919 Victoria Street
Laredo, Texas 78040
Telephone: 956/728-1123, 956/728-7075 fax
E-Mail: oes@stx.rr.com

NOTE: O'Connor Engineering and Science prepared the original Plaza Theater environmental report.

OES is located in the Laredo-Webb County area with disciplines in material quality testing, geo-science engineering, environmental testing, and abatement monitoring as required to meet TDLR. The firm maintains a full time local testing laboratory providing quality monitoring for all construction projects. SAA, Inc. has worked with Tom O'Connor, P.E., for over eighteen years and has always provided excellent services for all our services. Local service with local talent.

HALFF ASSOCIATES, INC. If Required
DATA/COMMUNICATIONS/SECURITY/CCTV

Contact: Jose A. Delgado, P.E., RCDD, LEED AP
5000 West Military Highway, Suite 100
McAllen, Texas 78503
956-664-0286, 956-664-0282 (fax)

Consultants for Data/IT/CCTV, LEED Certification and other specialties as needed.

I.2. OVERVIEW OF TEAM - PROJECT MANAGEMENT AND COMMUNICATION

With a **local Lead Architect, SAA, Inc.,** responsive to the community's needs, our design team will help the City of Laredo achieve it's goals for the assigned project scopes. In collaboration with a city appointed project manager, **the design team will develop the scope and / or new program of requirements for the new compliance lab to be executed which might involve renovation/addition or new construction.**

SAA, Inc. has used the following strategies over the years for awarded projects for City of Laredo including, but not limited, to the following: the City of Laredo Utilities Adminstration Center Phase I, II, III, & IV, North and South WWTP Buildings - Labs, UNI-Trade Stadium Enhancements, Health Department remodeling and expansion, the Utilities Department remodeling and expansion of the Administration Center, So. Laredo and North Laredo WWTP administration centers, Fire Stations No. 6, No. 8, No. 14, 614 Santa Rita, 1406 Juarez, 803 Convent, Southern Hotel Downtown Elderly Apts., the Public Works Administration and Fleet Maintenance Complex and the recently completed Utility Department Materials Storage facility.

The team is anchored in Laredo by SAA, Inc. which has a reputation for providing excellence in design and outstanding service to the City of Laredo, as well as to other local government, educational and non-profit organizations. SAA, Inc. will include the **City's assigned project manager** in all team progress meetings and communications, and will coordinate with city staff through all phases of the project.

SAA, Inc. has developed the following **project management skills and communication strategies** to ensure delivery of a quality construction project:

- **Clear line of communication between Owner, Users-appointed committee, Architect (representing the design team), Consultants and Contractor**
- Create / Review / Refine a Program of Requirements and Budget, involving consultants and familiarizing them with the appointed staff, reviewing IT, AV, Energy Management, Electrical, Mechanical, Plumbing issues
- Review site issues, street available utilities, fire protection, orientation, access, vehicular, pedestrian, safety, facilities equipment (entry/exit gates, software), parking sensor lighting system, etc.
- Obtain milestone approvals from council or city administrators and/or modify as required
- Check list for design and programming phases, phasing of work while operating venue, if req'd
- Personal on-site involvement of project managers both for the Architect and Contractor
- Code and Ordinance review with City Officials, review of ADA standards with T.A.S. officials
- Coordination with City utility committee and UCC, as may be required
- Develop project design and construction schedules upon consultation with Owner requirements
- Develop project submittal / shop drawings log
- Application for payment cost breakdown reviews
- Monthly reports on participation of trades and project progress
- Engineering services and site visits, drone services
- Environmental reports and evaluations, recommendations and alternative to provide cost savings
- Periodic field reports, photographic documentation shared with city management and communications department
- In addition to weekly site meetings, communication with the City project manager is conducted through email and telephone, and video conferences as needed.

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I.3. SERVICE PHILOSOPHY

It is the aim and purpose of **Sepulveda Associates Architects, Inc.** to support the unique vision and goals of the City of Laredo for the **26 - 047 NEW WATER & WASTEWATER LABORATORY.**

SAA, Inc. takes a team approach to design, inviting the client, their staff, and the people who will live and work within a structure, to collaborate with the team of designers and consultants. The result is a successful project that honors the owner's budget and vision, while providing staff and users with a functional and welcoming environment. Long-term sustainability and energy efficiency are critical components of all SAA, Inc.'s designs.

The hallmark of the firm's success is its focus on the needs of the project owner and on design which efficiently serves a project's ultimate users.



LCC VISUAL & PERFORMING ARTS CTR. SKYLIGHT

Essential Elements of Our Design / Service Philosophy:

Function Over Form

SAA, Inc. and team place the highest value in **sustainable design** that honors the client's goals, budget and schedule. SAA, Inc. has put this goal into action and proven its value with 33 years of sustainable design for **over $1.0 billion tax dollars** invested in recreational parks, educational facilities, commercial, institutional, government buildings and public housing designs that are architecturally enduring, efficient and sustainable.

Listen and Stay Focused

SAA, Inc. takes pride in **transforming goals, hopes and dreams** into effective and efficient design. Our new, rehabilitation and modernization designs are not monuments to architect or owner. They support the goals of all those who dedicate themselves to serving the community through our design projects.

Elegant and Simple

The success of SAA, Inc.'s sustainable designs comes from our team's focus on creating harmony between innovation and the history, tradition and environment of our city, the streets and neighborhoods where our buildings serve their greatest purpose.

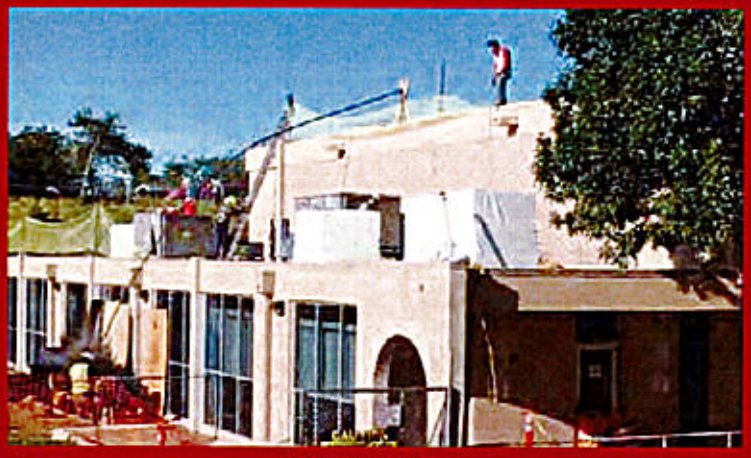
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(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.



City of Laredo - W.I.C. Clinic - Feasibility Study - 2020-21, Site, Floor Plans, Elevations, 3D Model

II. RELEVANT LABORATORY & UTILITIES PROJECT EXPERIENCE



City of Laredo
Health Dept. Master Plan Phase I,II, III Renovations,
TDLR TAS HC Ramps, Stairs, Metal Canopy
Expansion and Roof Replacements 1993-1998, 2001, 2005, 2012, 2015, 2020



Proposed New W.I.C. Clinic

SEPULVEDA ASSOCIATES ARCHITECTS INC.



Proposed New W.I.C. Clinic

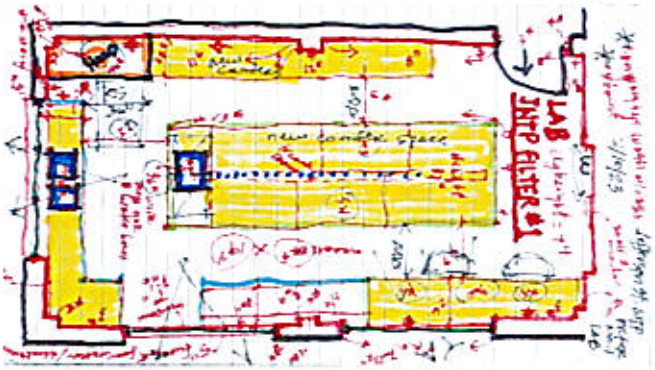
II.1. RELEVANT LABS UTILITY PROJECTS

Submittal Document
Item No. 30.2 and 45

1. PROJECT NAME: Utilities Department Administration Laboratory Building Phase I, II, III, IVV
2. OWNER: City of Laredo Utilities Department
3. LABORATORYRTYPE:: Chemistry - Bacteriology, BOD/COD, Metals,/Organics - Original Lab
4. COST/COMPLETION: Phase I Original - $550,000 - 1996, Phase II Expansion $1.2 mil., 2005
   Phase III Expansion $1,060 Mil., 2014, PHase IV Canopy $750,000 - 2021
5. CONTACT: Juan Arriaga - Asset Management Coordinator
   PREVIOUS DIRECTORS - Tomas Rodriguez, PE, Riazul Mia, PE, Arturo Garcia Jr. PE

See the following pages for project portfolio sheets.

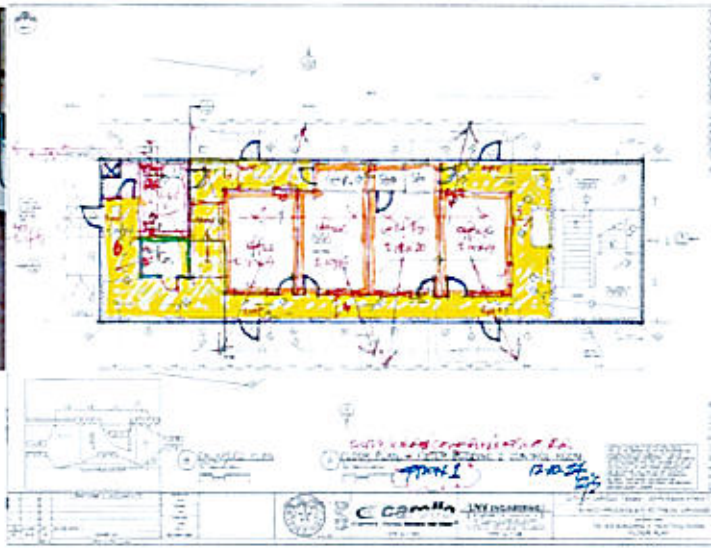
1. PROJECT NAME:: Utilities Department Jefferson St Water Plant / Laboratory Remodeling
2. OWNER:: City of Laredo
3. LABORATORY TYPE:: Chemistry - Bacteriology, BOD/COD, Metals/Organics
4. COST/COMPLETION:: Preliminary Design Phase - Pending Funding for a NTP
5. CONTACT: Wencelao Barberena - Plant Supervisor 956-721-2000





1. PROJECT NAME: Utilities Department Jefferson St Water Plant / Filter 2 Remodeling
2. OWNER: City of Laredo Utilities Department
3. LABORATORY TYPE: Chemistry - Bacteriology, BOD/COD. Metals/Organics
4. COST/COMPLETION: Preliminary Design Phase - Pending Funding for a NTP
5. CONTACT: Wencelao Barberena - Plant Supervisor 956-721-2000





1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

II.1. RELEVANT LABS UTILITY PROJECTS

Submittal Document
Item No. 30.2 and 45

NRG Engineering - Lab Projects - MEP Consultant Projects

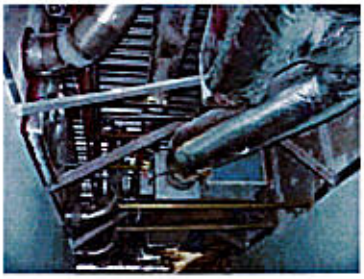
City of Corpus Christi
1. Whitecap WWTP Operations Center
   New Construction



2. Allison WWTP Operations Center
   New Construction



City of Laredo
3. North WWTP Lab Operations Center
   New Construction



4. South WWTP Lab Operations Center
   New Construction

5. Fleet Annex Building
   New Construction

City of Port Aransas
6. Public Works Maintenance Facility
   New Construction



7. South WWTP
   New Construction

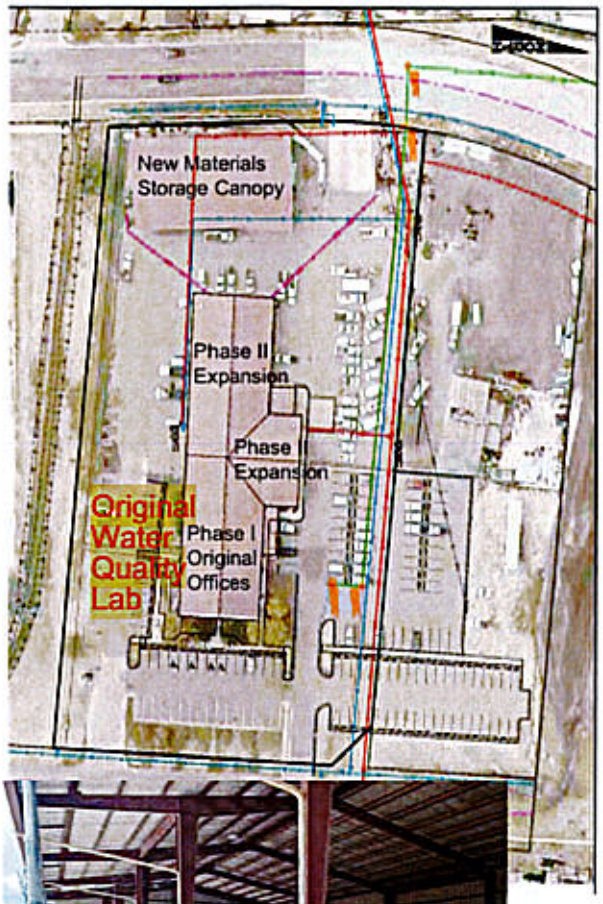
City of Rockport
8. WWTP Operations Office
New Construction



1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

Administration Building - New Construction / Expansions



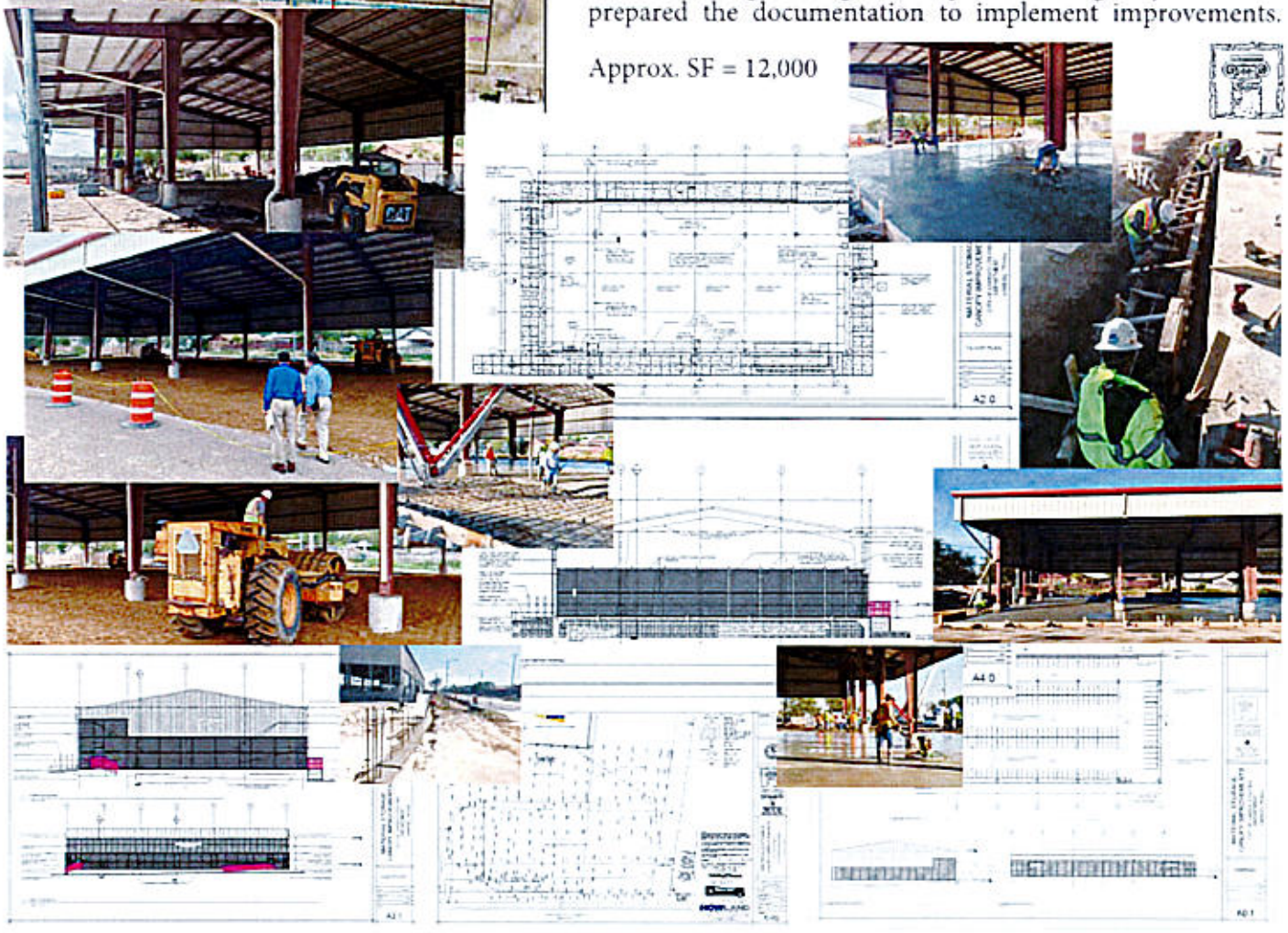
Name of Project: **City of Laredo Utilities Department**
Material Storage Open Canopy

Name of Owner: City of Laredo
Owner Address: 5816 Daugherty Ave., Laredo, Tx 78041
Contact: William Lim, P.E. Phone: 956-721-2000
Email: slim@ci.laredo.tx.us
Contact: Arturo Garcia, P.E. Email: agarcia10@ci.laredo.tx.us
General Contractor: Various General Contractors
Cost: Phase I =$550,000
Date: 2019 - 2020 on time and within budget.

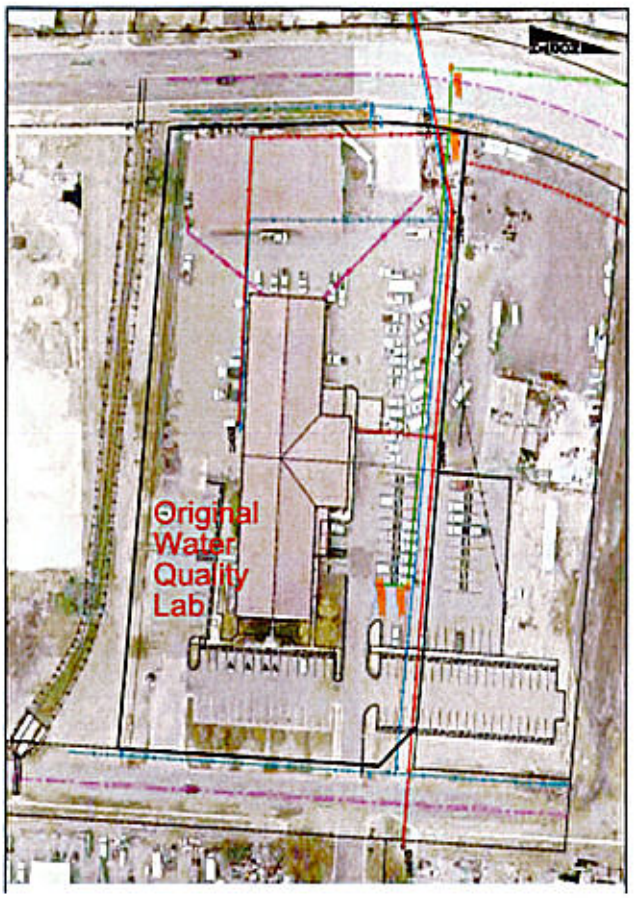
Services: Schematic Design Phase, Design Development, Construction Documents, Bidding, and Construction Administration.

Description of the project included: a new reinforced concrete foundation slab to the present west side pre-engineered metal building with the building overhang as the limits, metal posts at the perimeter for an enclosed chain-link fence, a separate fence enclosure for the north end bay, approx. 25' x 60' area, a sink-lavatory basin station with water sewer connections, power outlets at several locations throughout, and the layout of a heavy duty shelving system. Howland Engineering develop a drainage system and prepared the documentation to implement improvements.

Approx. SF = 12,000



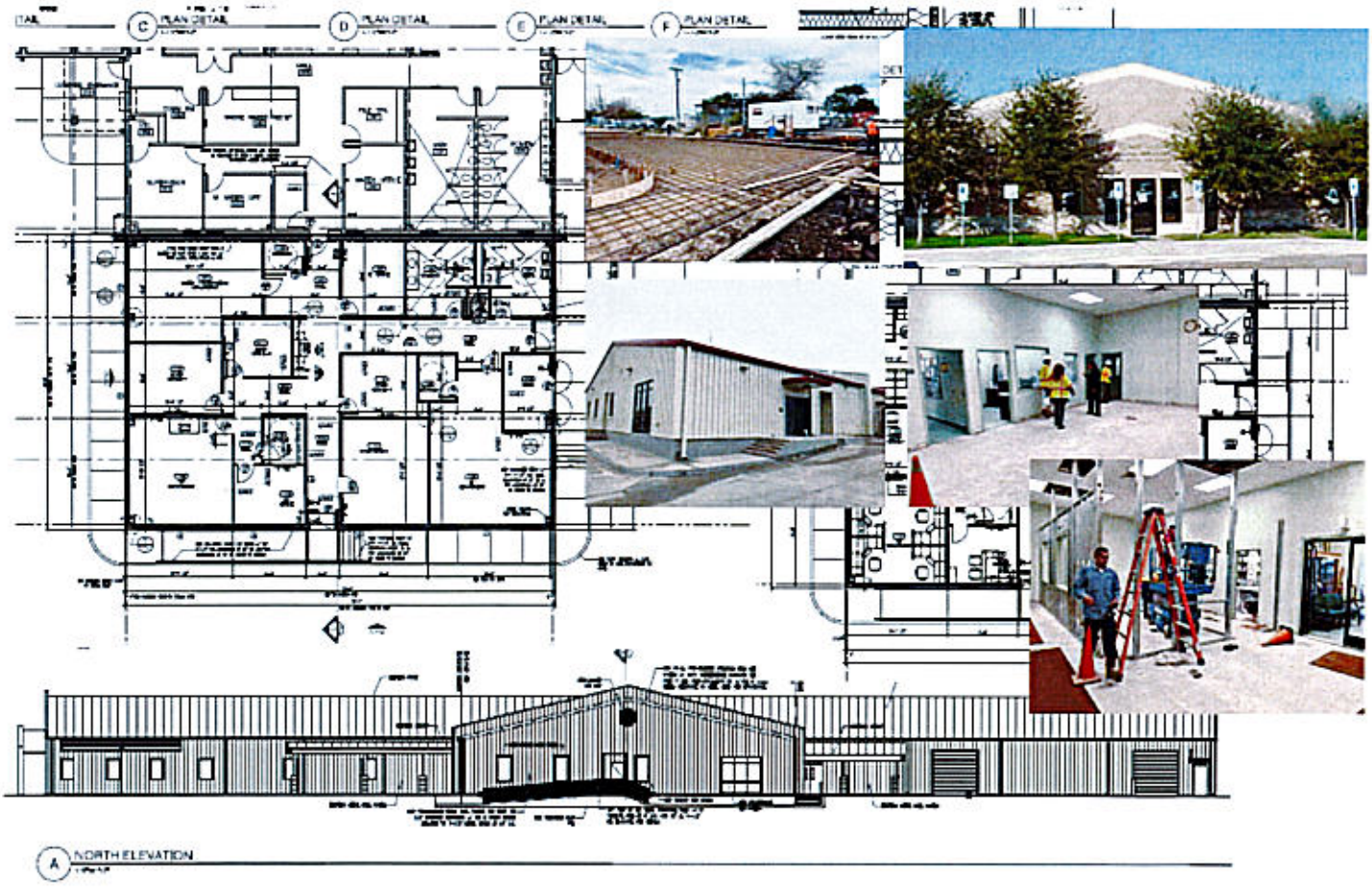
Administration Building - New Construction / Expansions



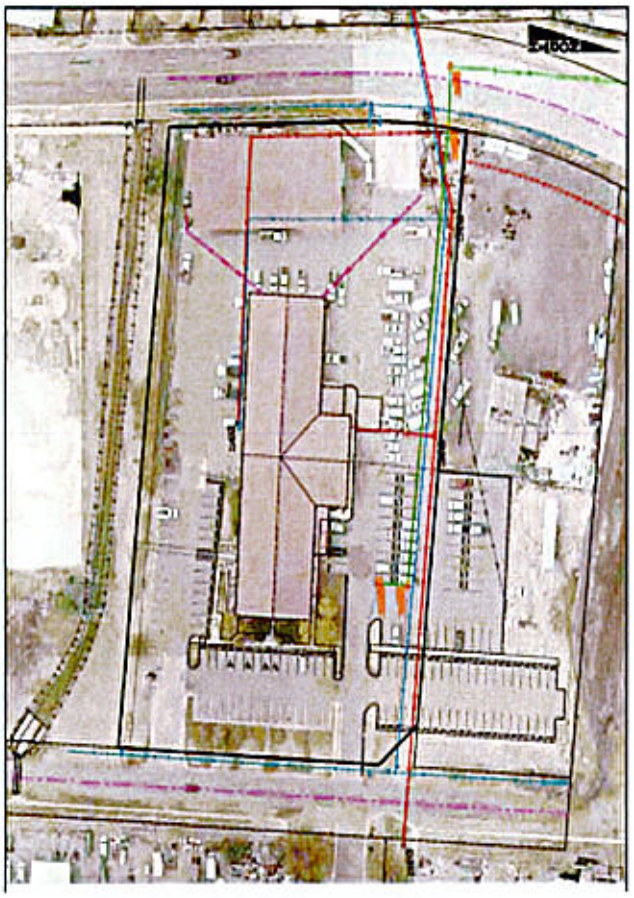
Name of Project: City of Laredo Utilities Department
Phase I, II, & III - Original + 2 expansions
Name of Owner: City of Laredo
Owner Address: 5816 Daugherty Ave., Laredo, Tx 78041
Contact: Riazul Mia, P.E. Phone: 956-721-2000
Email: rmia@ci.laredo.tx.us
Contact: Alejandro Labrada, P.M. Phone: 723-4877
Email: alabrada@ci.laredo.tx.us
General Contractor: Various General Contractors
Cost: Phase I =$500,000 + II=$1,200,000 + III =$1,060,000
Date: 1995 through 2018 on time and within budget.

Services: Master Planning, feasibility study, design, design development, construction documents, bidding, and construction administration.

Description of the project: SAA, Inc. developed a facilities master plan (PW / Traffic Service Center, PW Warehouse, Fueling Station, Utilities Dept Expansion) then the team executed full A&E services which included a new Utilities Administration Center Expansion for the utilities staff which included an new entrance lobby, offices, chemical treatment lab, warehouse, training lecture room, GIS, billing and support spaces. SAA's expansions have added additional offices, lockers, storage and a large warehouse. Interior spaces have also been renovated over the years with expansions for parking and lay down yards.
Approx. SF = 36,600



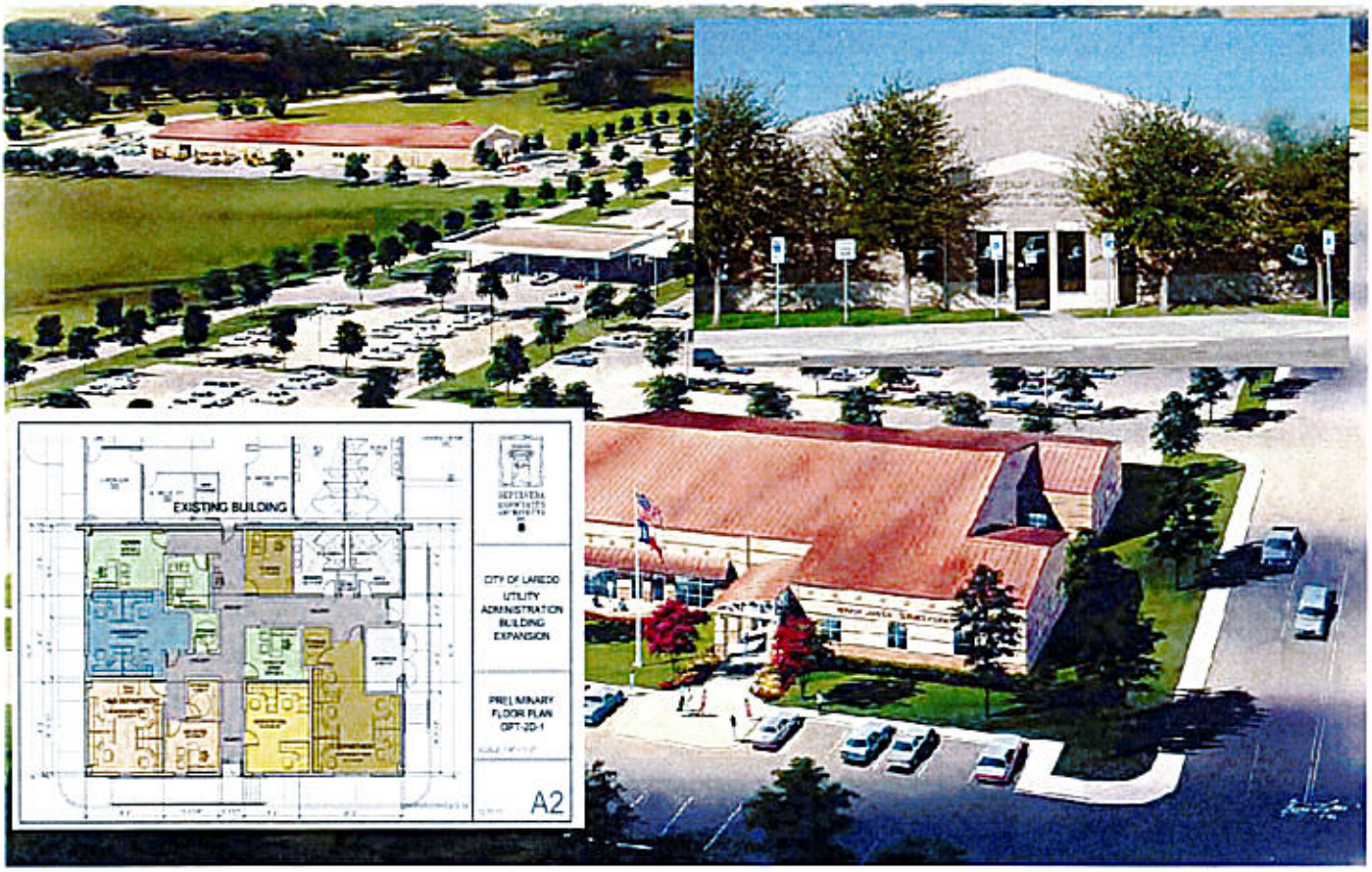
Administration Building - New Construction / Expansions



Name of Project: City of Laredo Utilities Department
Phase I, II, & III - Original + 2 expansions
Name of Owner: City of Laredo
Owner Address: 5816 Daugherty Ave., Laredo, Tx 78041
Contact: Riazul Mia, P.E. Phone: 956-721-2000
Email: rmia@ci.laredo.tx.us
Contact: Alejandro Labrada, P.M. Phone: 723-4877
Email: alabrada@ci.laredo.tx.us
General Contractor: Various General Contractors
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Approx. SF = 36,600



Administration Building

Quality Control Laboratory



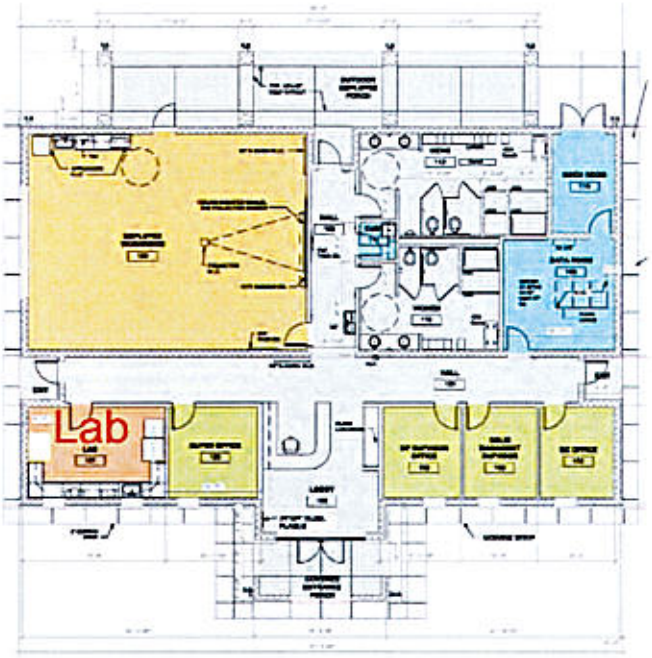
Name of Project: NLWWTP Administration Center
Name of Owner: City of Laredo
Mailing address of Owner:
1110 Houston St, Laredo Texas 78042
Telephone number of Owner: 956-721-2000
Owner's contact person: Shew William Lim, P.E., PM
General Contractor: Davila Construction, Inc.
Construction Cost: $2,211,500.00
Completion Date: 2019
Description of the project: A new administration center housing the utilities department onsite staff for the operation of the wastewater treatment plant including, clerical staff, supervisors, management with an entry lobby, management offices, a chemical treatment laboratory, training - lecture room, large dressing rooms, lockers, large data room, outdoor covered dining area with support mechanical equipment and circulation spaces.
Size in square footage of project: 6, 550 Sq. Ft.





Administration Building

Quality Control Laboratory



Name of Project: SLWWTP Administration Center
Name of Owner: City of Laredo
Mailing address of Owner: 1110 Houston St, Laredo Texas 78042
Telephone number of Owner: 956-791-7300
Owner's contact person: Riazul Mia, P.E., Utilities Director
General Contractor: Cobalt Construction.
Construction Cost: $1,226,629.75
Completion Date: 2017
Description of the project: A new administration center housing the utilities department onsite stafff or the operation of the wastewater treatment plant including, clerical staff , supervisors, management with an entry lobby, management offi ces, a chemical treatment laboratory, training - lecture room, large dressing rooms, lockers, large data room, outdoor covered dining area with support mechanical equipment and circulation spaces.
Size in square footage of project: 6,550 Sq. Ft.

















Projects:

- Laredo College Dr. J.G. Cigarroa Science Lab. Center,
- Laredo College Dr. Leo G. Cigarroa Science Lab. Master Plan and Feasibility Study
- LC So. Laredo Health Science Center Master Plan
- Martin High School Science Lab Bldg. &Campus Modernization
- Christen Middle School Campus Modernization Phase Iand I
- New Bruni High School Campus w/ Science Labs
- New Bruni Middle School w/ Science labs
- New Zapata Middle School w/ Science Labs
- United Middle School Modernization w/ Science Labs
- NEW LISD DR. JOAQUIN G. CIGARROAMIDDLE SCHOOL W/ 9 - SCIENCE LABS AND PREP ROOMS PER ATTACHED LAYOUT.
- Many other similar projects and scopes

Contact: L. C. - Cesar Vela, CPA, CFO, Orlando Zepeda, Maintenance Director, 956-721-5102,

LISD - Angel E. Velasquez, Ex. Director of Facilities, Construction and Maintenance, 956-273-1141

SCIENCE LECTURE/ LABORATORIES (6 QTY)





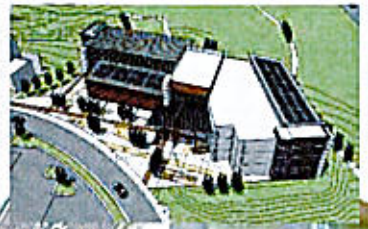






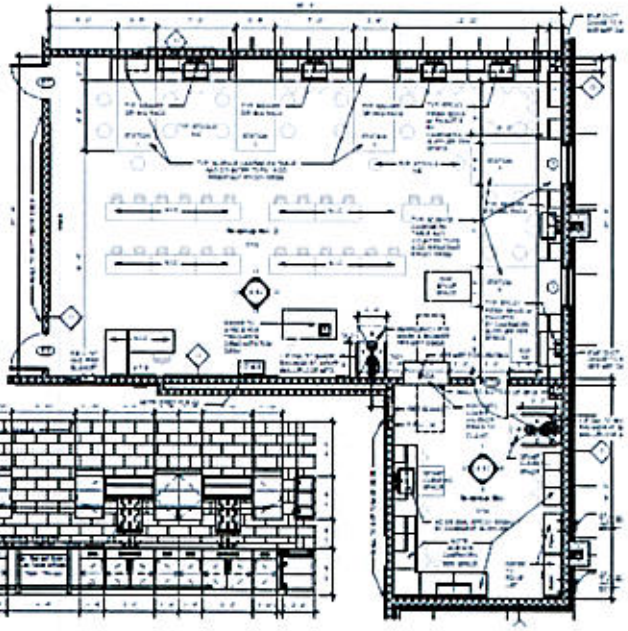


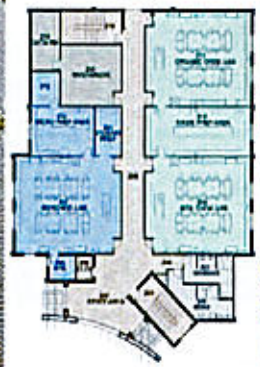




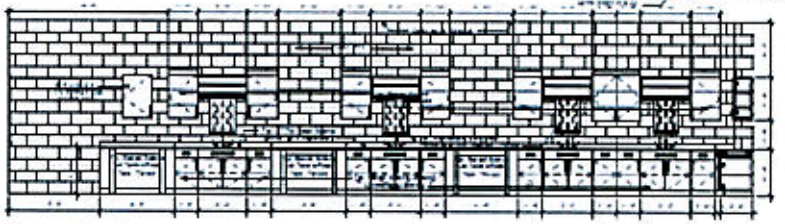










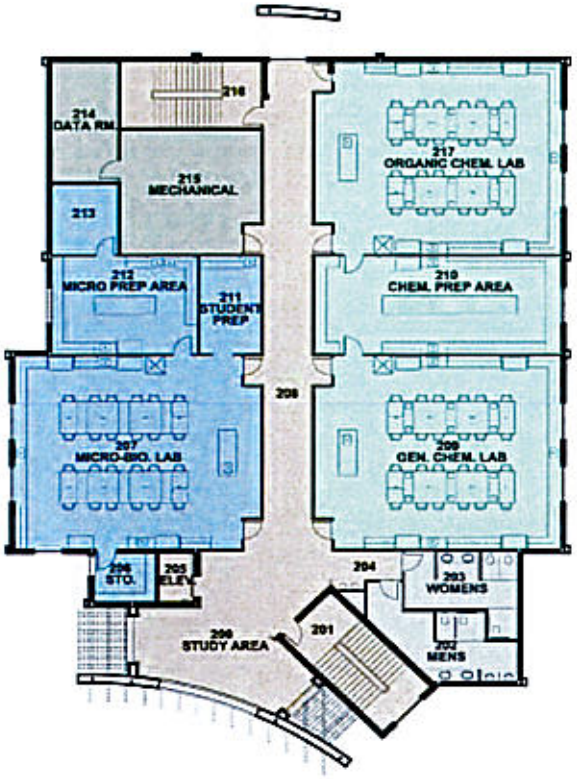


Science Lab • A

3/8" = 1'-0"

Joaquin G. Cigarroa Science Laboratory Building

2 Story Building - 6 equipped labs with supporting prepwork areas



Project: New Joaquin G. Cigarroa Science Lab
Owner: Laredo Community College
General Contractor: Leyendecker Construction, Inc.
Construction Cost: $3,890,000
A&E Services: Programming & Feasibility, SD, DD, CD, B&N, Construction Administration
Dates: A&E 2002 Construction 2003 - 2004
Project Relevance: JGC provided much needed new science labs to the campus growing student population and fulfilled the awarding of a federal grant with the latest in lab design and equipment.
Owner Contact: Cesar Vela, CPA 956-722-0521
Description: New JGC Science Lab and feasibility study included six new science labs, supporting prep areas, lecture labs and support spaces. The JGC Lab project was completed on time and below budget.
A&E Team: Lead Firm - Sepulveda Associates Architects, Inc., Design, Technical Drawings, Specifications, Code Review, Interiors, Construction Administration - Foster & Howland Engineering - Civil, Surveying, Geotechnical, & On-site Quality Testing and Monitoring - Synergy Structural Engineering - Structural - NRG Engineering -Mechanical & Electrical Systems





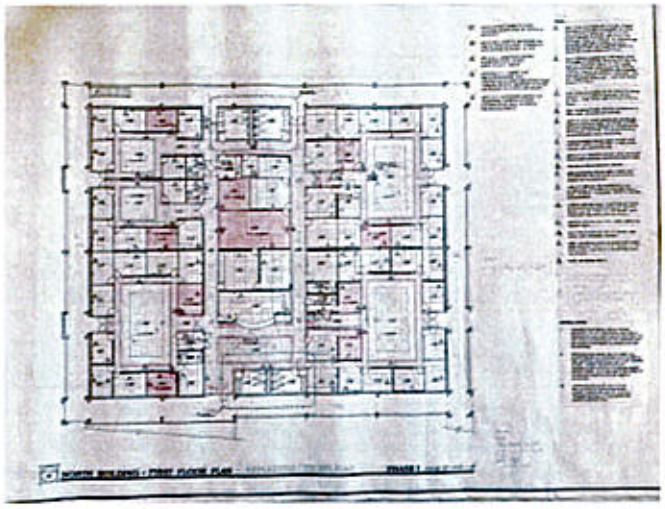




Administration - Renovation - Health Services

In-house Laboratory for Clinical, Environmental & Diagonistic Testing







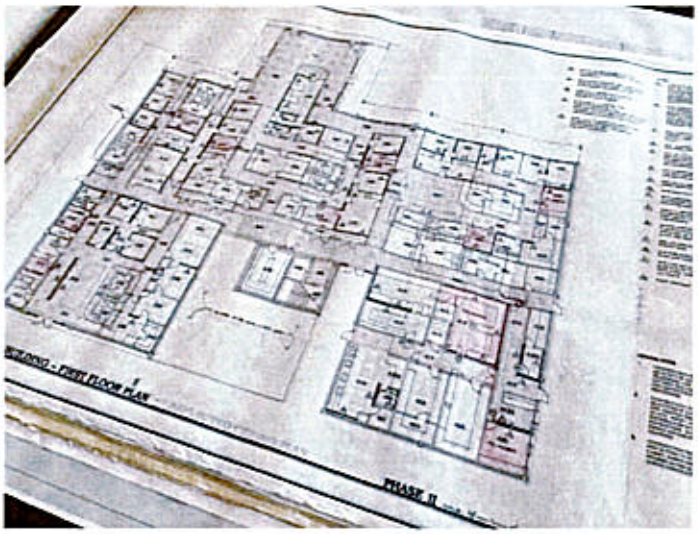
Laredo Health Department - Improvements / Remodeling of the Entire Center Phase I, II, & III

CONSTRUCTION DOCUMENTS - 11/15/1993

Project: **Laredo Health Department - Improvements / Remodeling of the Entire Center Phase I, II, & III**
1993 - 1998
Owner: City of Laredo
General Contractor: Public Works dept. Construction Crews
Project Budget: $2,500,000
Construction Cost: $2,500,000
Completion Date: 1993-98

Description: SAA, Inc. developed a facilities master plan identifying all department deficiencies, created new designed, layouts and prepared a phased plan of action for the execution of the construction documents by the City Public Works Construction crews under the direction of Director Joe Guerra. All departments were cleared of asbestos materials, complied with the newly acted ADA HC requirements, received selective demolition, new drywall wall, suspended ceilings, flooring, door, hardware, lighting, HVAC modifications, fire alarm, security upgrades all with construction administration performed by SAA, Inc.

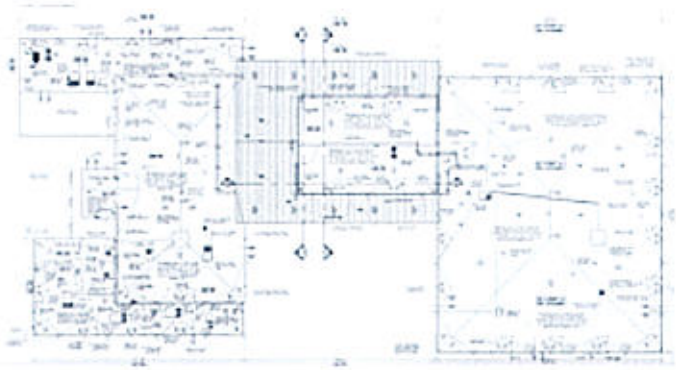
Contact: Mr. Jerry Robinson, Health Director
956-795-4900





Administration

In-house Laboratory for Clinical, Environmental & Diagonistic Testing

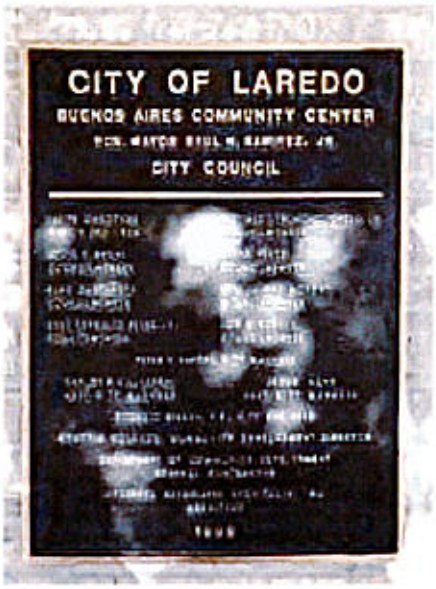


Project: Laredo Health Department
Administration Center Improvements
Owner: City of Laredo
General Contractor: ALC Construction, Co.
Project Budget: $4,600,000.00 (5 total projects)
Construction Cost: $4,600,000.00 (5 total projects)
Completion Date: 2018
Description: SAA, Inc. over the last 21 years executed 5 A&E contracts completely remodeling the entire 68,000 SF health center constructed in the late 1960's. All 22 departments have been remodeled over the years with much care in coordinating the department and client operations services with minimal disruption. The scopes have included re-purposed spaces, new floor plan configurations, new wall framing, ceilings, finishes, complete mechanical, electrical systems, and IT infrastructure and equipment. Currently the entire roof system is being replaced. A community center and several building canopies - structures were added in 2001 and 2006.
Contact: Hector F. Gonzalez, M.D., M.P.H., Health Director
956-795-4900













Administration - Renovation - Health Services

In-house Laboratory for Clinical, Environmental & Diagonistic Testing







Project: **Laredo Health Department - Improvements / Roof Replacement and Metal Canopy over Open Plaza 2015 and 1996**

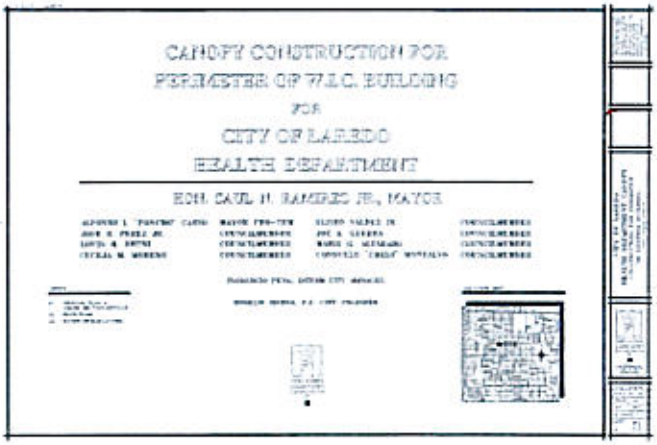
Owner: City of Laredo
Completion Date: 2016 and 1997

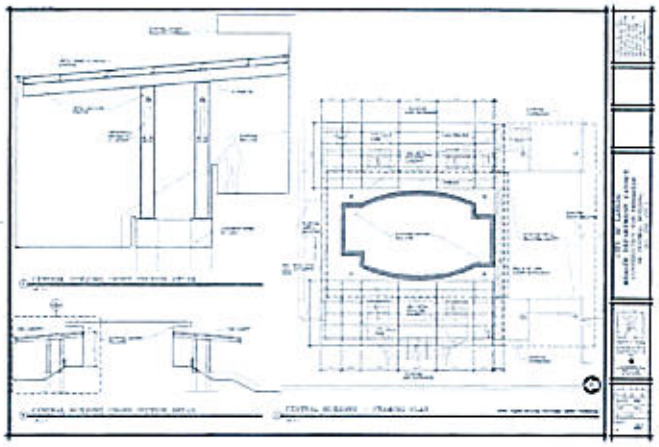
Description: SAA, Inc, developed design, on-site surveying, schematics, construction documents and performed construction administration services for both projects. The metal canopy project solved the constant second level roof / deck water leaking issue and provided a cover open pavilion/plaza for the many ceremonies the City Health Dept. has along with exercise open air classes.

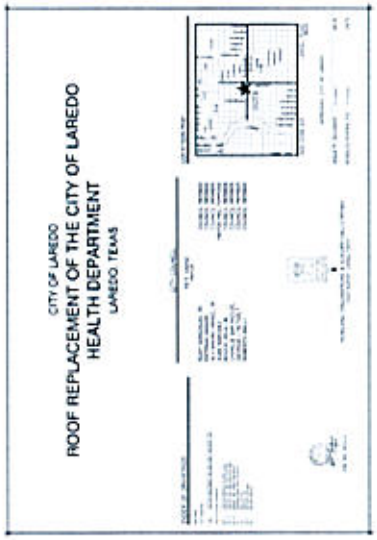
The overall roof was replaced due to its age and was replaced with a 20 year modified bitumen roof system. SAA developed all construction, assisted in the bidding phase and oversaw the general construction administration phase. All work was completed on time, within the budget in a satisfactory manner.

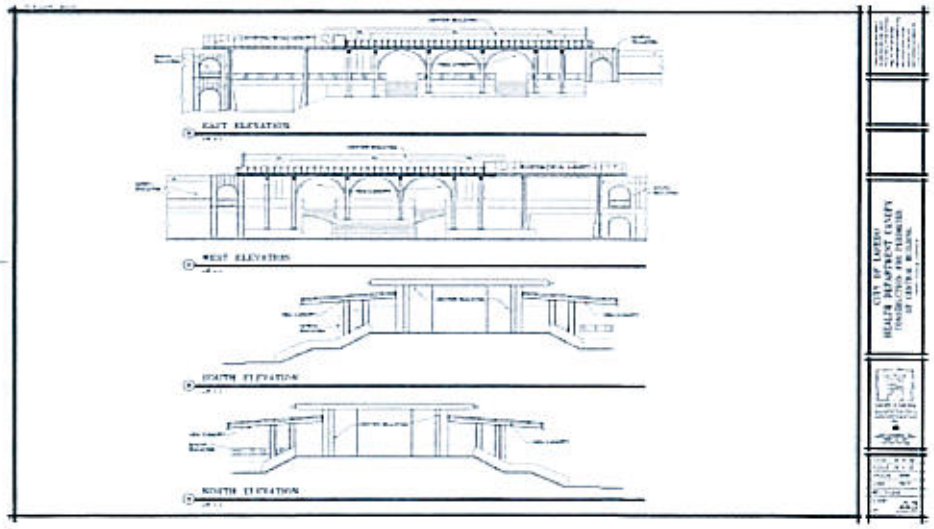


Contact: Mr. Jerry Robinson, Health Director
956-795-4900









Administration - Renovations

In-house Laboratory for Clinical, Environmental & Diagonistic Testing



Project: Laredo Health Department
Administration Center Improvements
Owner: City of Laredo
General Contractor: ALC Construction, Co.
Project Budget: $4,600,000.00 (5 total projects)
Construction Cost: $4,600,000.00 (5 total projects)
Completion Date: 2018
Description: SAA, Inc, over the last 21 years executed 5 A&E contracts completely remodeling the entire 68,000 SF health center constructed in the late 1960's. All 22 departments have been remodeled over the years with much care in coordinating the department and client operations services with minimal disruption. The scopes have included re-purposed spaces, new floor plan configurations, new wall framing, ceilings, finishes, complete mechanical, electrical systems, and IT infrastructure and equipment. Roof system replacement in 2016. A community center and several building canopies - structures were added in 2001 and 2006.
Contact: Hector F. Gonzalez, M.D., M.P.H., Health Director
956-795-4900







Roof Replacement 2016, Metal Canopy over 2nd Level Open Pavilion 1998











Administration - Health Services

Laboratory included for Clinical Services



Project: Laredo Health Department
W.I.C. Clinic Feasibility Study - Grant Application 2020

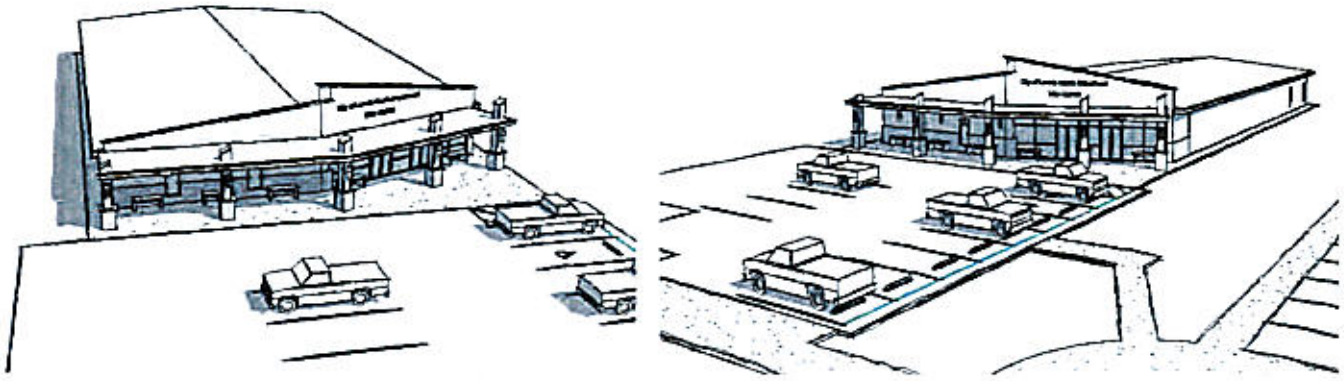
Owner: City of Laredo
General Contractor: Pending - TBD
Project Budget: $5,300,000.00 (10,700 SF)
Construction Cost: TBD
Completion Date: TBD

Description: SAA, Inc, developed a program of requirements for the relocation and expansion of the Health Dept's W.I.C. department - program at the adjacent open City owned property. Program spaces included a large lobby, reception, child nutritional ED classroom, baby cafe, pantry, administrative offices, conference rooms, and support spaces for circulation, mechanical and hallways. A simple rectangular building, with likely pre-engineered roof trusses, slab on grade foundation, metal roofing and wall panels with commercial room finishes for low maintenance throughout.

Contact: Guillermo Walls and Hector F. Gonzalez, M.D., M.P.H., Health Director
956-795-4900





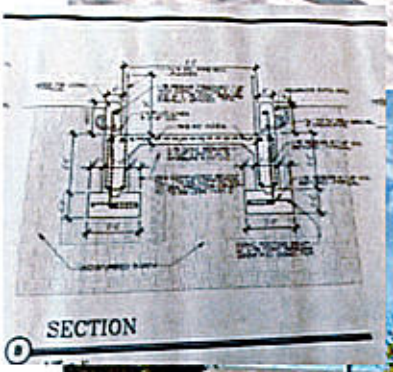


Laredo Health Department - Proposed W.I.C. Clinic
Feasibility Study 2020 Grant Application
SAA, Inc.

Administration - Health Services

In-house Laboratory for Clinical, Environmental & Diagonistic Testing



















Project: Laredo Health Department - Exterior
TDLR - TAS / ADA HC Improvements - 1996

Owner: City of Laredo
General Contractor: Public Works dept. Construction Crews
Project Budget: $250,000
Construction Cost: $250,000
Completion Date: 1996-97

Description: SAA, Inc, developed a facilities master plan identifying exterior areas requiring ADA HC routes, handicap parking spaces, and directional signage to designated building main entrances. the existing plaza level concrete flatwork required replacement and construction documents were prepared for all improvements for execution. HC parking spaces were designated throughout the facility, with HC appropriate sloped ramps designed and executed. Drainage issues were resolved by designing positive slopes away from the building(s) and introduction of new area drains to provide safe routes to main entrances.

Contact: Mr. Jerry Robinson, Health Director

956-795-4900

Laredo Health Department - TDLR - TAS HC - ADA Exterior Improvements - Ramps, Sidewalks, and Flat-work Drainage Improvements
SAA, Inc.

Administration - New Construction - Health Services

Laboratory included for lecture & Teaching Services





Project: **Laredo College Master Plan Feasibility Study**
NEW SOUTH CAMPUS HEALTH SCIENCE CENTER

Owner: Laredo College

Description: SAA, Inc. as the College Architect since 1996, prepared a master plan which included over 15 major campus improvements - enhancements and developed a new program of requirements, preliminary schematics - floor plans and exterior renderings to be able to determine the needs for their nationally ranked nursing program. The study produced an approx. 95,000 SF project which a state of the art facility with administration areas, lecture labs, science labs, nursing support areas fully equipped for the program's requirements. All work was coordinated with the college's nursing director and supporting committee. A 3D model was created with a promotional video for presentations. All work was produced locally by our SAA, Inc. staff.

Project Budget: $25,050,000

Contact: Mr. Cesar Vela, CPA Chief Financial Officer
956-722-0521







FIRST FLOOR
OPTION C



SECOND FLOOR
OPTION C



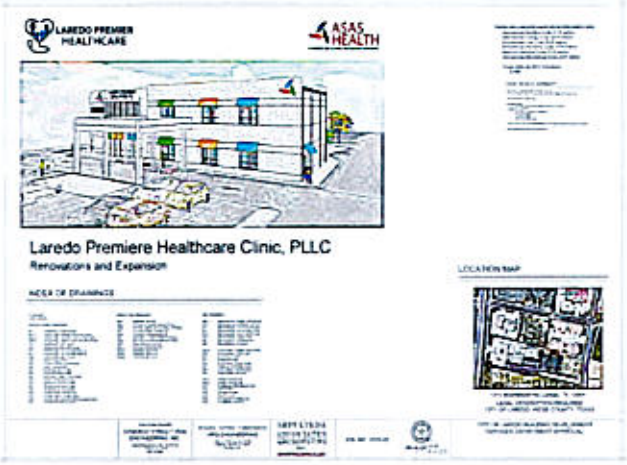
THIRD FLOOR
OPTION C

CONSULTANTS		$ 15,000.00
SURVEY		$ 175,000.00
CIVIL ENGINEERING		$ 15,000.00
PLANS & SPECS PRINTING		$ 1,184,127.98
ARCH. STRUCTURAL AND MEP FEES	5.70%	
PROJECT CONTINGENCY	ALLOW	$ 500,000.00
PROJECTED SOFT COSTS		$ 4,293,127.98
PROJECTED PROJECT COST		$ 25,057,302.98

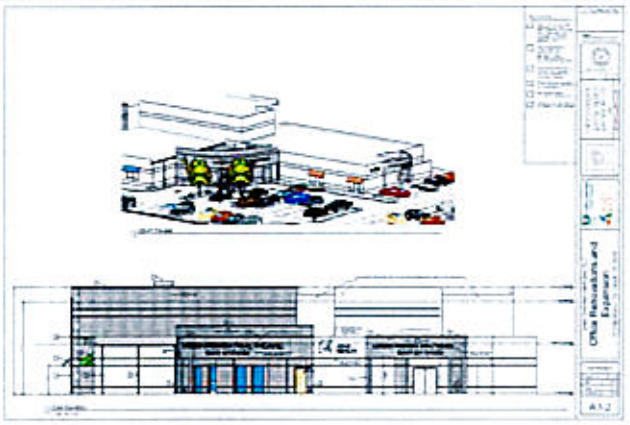


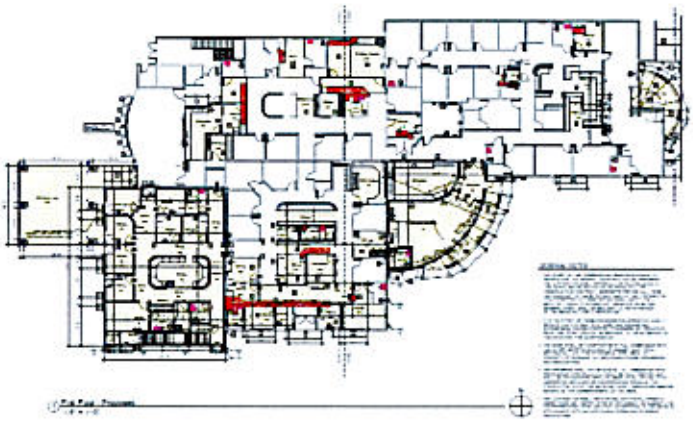
Administration - Renovation - Health Services

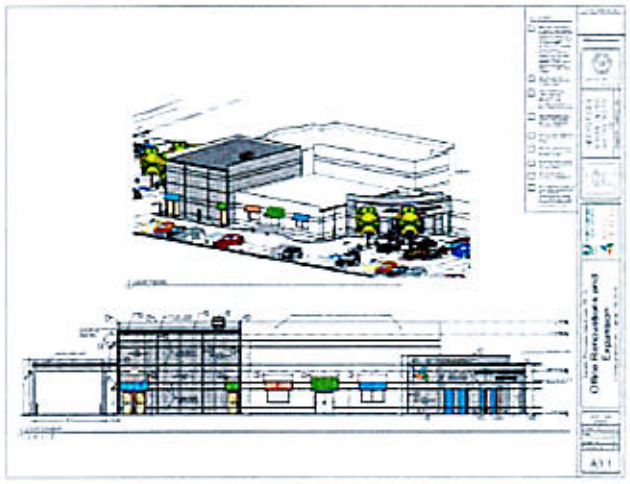
Laboratory included for Clinical Services

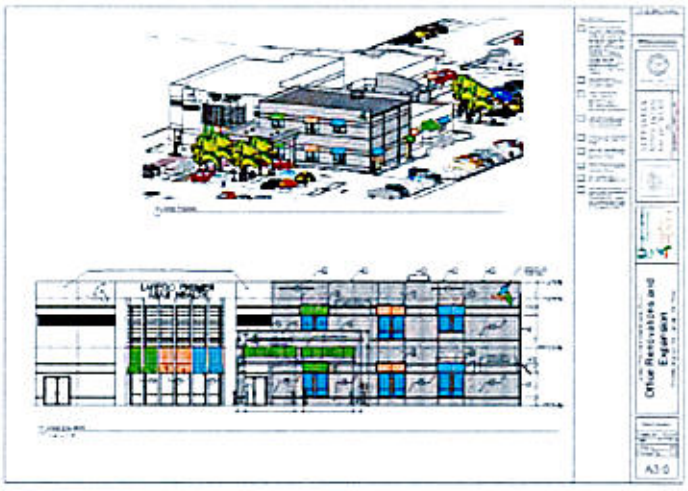












Project: Laredo Premier Healthcare
Renovations and Expansion 2023-2024

Owner: Laredo Premier Healthcare
7215 Mcpherson Avenue, Laredo, Texas

Description: SAA, Inc. developed an assessment, scope of work, cost estimates, on-site surveying, schematics, design development and construction documents. The project is currently on hold at Owner's request. The project involves general remodeling and expansion to the 25,000 SF emergency treatment clinic and private physicians offices with the addition of a second floor for a complementary pharmacy department.

The complex would receive a new driveway covered entrance, pick up/ drop off, new side main entrance / lobby and Eastside physician's entry lobby allowing for better circulation and service. Additional exam rooms, nurses stations, lab work areas, clean rooms, and general support areas were designed with new "clean" room selection of floor, wall, and ceiling finsihes with new LED lighting, and fresh air room changing HVAC systems.

Contact: Dr. Eduardo Gomez-Vasquez, Director
956-608-4500

Administration - Health Center Study



Project: Laredo Premier Healthcare Phase II
New Medical Office and Training Center 2023-2024

Owner: ASAS Health Group
7215 Mcpherson Avenue at Rosio, Laredo, Texas

Description: SAA, Inc. developed an assessment, program of requirements, scope of work, cost estimates, on-site surveying, schematics, and 3D model for a feasibility study. The project is currently on hold at Owner's request. The project involves a six floor administrative office - training / lecture facility dedicated to the medical profession with private/ public partners. The design includes over 100,000 SF with support multi-storey parking garage. Access is from Rosio Street with access to the present Laredo Premier Healtcare Clinic.

The complex would receive a new driveway covered entrance, pick up/ drop off, Eastside main entrance / muli-storey lobby. Below are exterior facade studies including sustainability and energy efficient materials with recycle water use and solar panels proposed.



Contact: Dr. Eduardo Gomez-Vasquez, Director
956-608-4500







LAREDO PREMIER HEALTHCARE

NEW MEDICAL CENTER

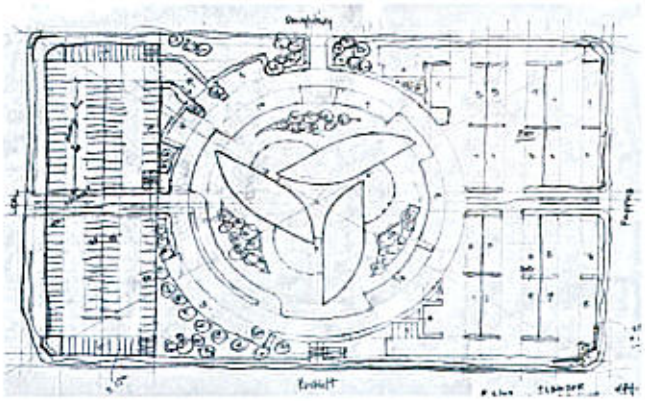
7200 ROSIO DR. LAREDO, TEXAS

ASAS HEALTH





Administration - Health Center Study





Project: Laredo Premier Healthcare Phase II - Airport New Medical Office and Training Center 2023-2024

Owner: ASAS Health Group - Bartlett Ave, Laredo, Texas

Description: SAA, Inc. developed an assessment, program of requirements, scope of work, cost estimates, on-site surveying, schematics, and 3D model for a feasibility study. The project is currently on hold at Owner's request. The project involves a multi-wings (2-4 story and 1-6 story) with Primary Care, Geriatrics Rehab, Imaging Center, Skin Treatment Center, Chiropractor Center, Out Patient Women's Center, Outpatient Cardiology Center, a community suite, Administrative areas, Training / Lecture Areas all dedicated to the medical profession with private/ public partners. The design includes over 120,000 SF with support multi-storey parking garage. Access is proposed from Daugherty Ave.

The complex would receive a new driveway covered entrance, pick up/ drop off, Eastside main entrance / muli-storey lobby. Below are exterior facade studies including sustainability and energy efficient materials with recycle water use and solar panels proposed.

Contact: Dr. Eduardo Gomez-Vasquez, Director
956-608-4500



LAREDO PREMIER HEALTHCARE

NEW MEDICAL CENTER

4531 N. BARTLETT AVE. LAREDO, TEXAS

ASAS HEALTH

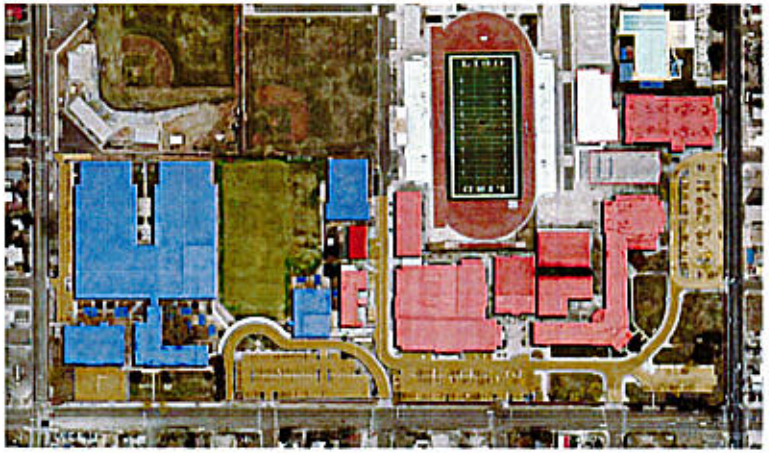




REFERENCE PROJECTS

Master Plan – Academic

Includes New Chemistry, Biology, and General Science Laboratories





Project: Christen Middle School and Martin High School Master Plan and Implementation Owner: Laredo Independent School District
General Contractor: Leyendecker Construction, Inc.
Project Budget: $55,500,000
Construction Cost: $54,340,000
Completion Date: 2010

Description: The historic **L.J. Christen M.S. and R.T. Martin H.S.** campuses received a complete modernization, and expansion per SAA, Inc.'s developed Program of Requirements and Masterplan (2001-02) executed in two and four well planned design/construction phases, respectively, over a 5/6 and 7/8 year coordinated financing and improvements schedule while maintaining normal school operations for staff and students.

Contact: Angel E. Velasquez, LISD Executive Director for Plant Facilities and Support Services 956-273-1141.















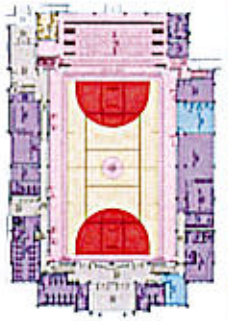








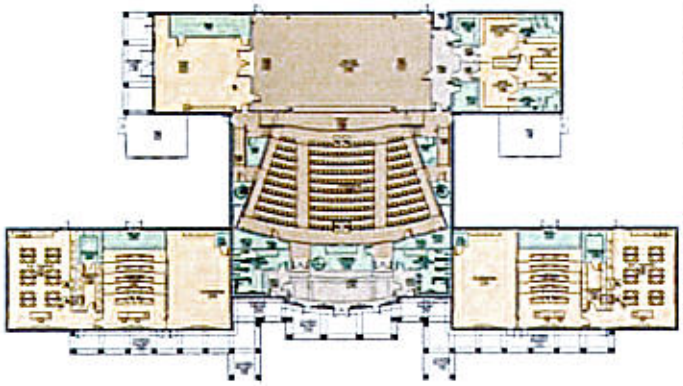






Performing Arts Centers

Includes New General Science Laboratories



Project: Webb Consolidated Auditorium and Science Center
Owner: Webb Consolidated ISD
General Contractor: Leyendecker Construction, Inc.
Project Budget: $3,500,000
Construction Cost: $3,400,000
Completion Date: 1999

Description: Th e WCISD Fine Arts Center contains an entrance-art gallery, 300 seat auditorium, orchestra pit, stage with support dressing areas, **science labs** and academic lecture rooms.





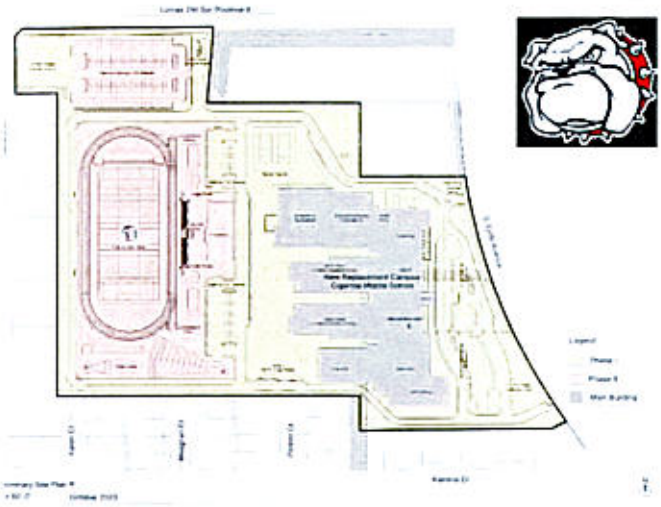






Academics - New Construction

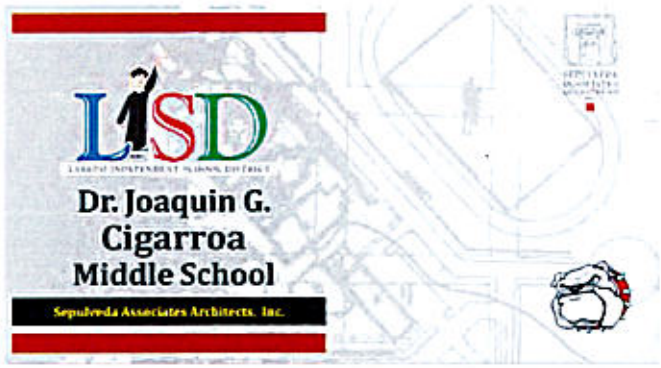
Includes New General Science Laboratories



Project: New Joaquin Gonzalez Cigarroa Middle School
Owner: Laredo Independent School District
1702 Houston Street
Laredo, Texas 78040
General Contractor: Leyendecker Construction, Inc.
Project Budget: $55,000,000
Construction Cost: $55,000,000
Completion Date: 2023 - Projected
Services: Master planning, feasibility study, develop of program of requirements, site design development, design development, construction documents, bidding, and construction administration.

Description: New middle school to house 1350 students and approx. 150 staff members to include but not limited to: pick up and drop off driveways - canopies, and parking lots, adminstration areas, a security vestibule, library, cafeteria, outdoor dining, competition and PE gymnasium with support spaces, 60 traditional classrooms, science labs, computer labs, robotics, wood shop, art labs, fine arts dept, and special education labs with approx. 250,000 SF.

Contact: Angel E. Velazquez, 956-273-1141,
Email: avelasquez@laredoisd.org





Educational - Middle School

Includes New General Science Laboratories



Project: L.J. Christen Middle School - Phase I thru II
Master Plan Facilities
Owner: Laredo Independent School District
General Contractor: Leyendecker Construction of Texas
Construction Cost: $17,702,326.00
Completion Date: 2008

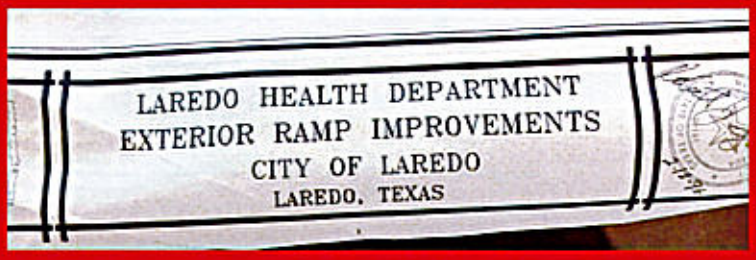
Description: The historic L.J. Christen campus recieved a complete modernization and expansion per SAA, Inc's Masterplan of 2002 executed in 2 phases over a 5 year well planned campus improvements schedule. The modernization and new construction were all coordinated and executed in phases while the school maintained normal operations.











TDLR - T.A.S. ADA HC RAMPS, STAIRS, SIDEWALKS, PARKING SPACES AND ROUTES TO DESIGNATED ENTRANCES

III. PROJECT TEAM



Masterplan and Execution Phase I - III
Laredo Health Department
120,000 SF Remodeling

SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.1. TEAM COMPOSITION

Submittal Document
Item No. 30.3 and 46

City of Laredo
Mayor and City Council City Management
City Utilities Department
Project Manager

Roberto J. Sepulveda, AIA
President/Project Architect
Construction Estimation, Schedule and Specifications

Roberto S. Sepulveda, AIA - Architect
Architectural Project Manager
Architectural Site Assessment, Construction Documents,
Construction Administration

Ricardo D. Sepulveda, AIA - Architect
Project Architect
Architectural Site Assessment, Construction Documents
Construction Administration

Marcos A. Sepulveda, AIA - Architect
Architectural Project Manager
Architectural Site Assessment, Construction Documents,
Construction Administration

Rebecca C. Sepulveda
Vice President, Historic Preservation Consultant
Finance/Management

Design Consultants
Christy G. Sepulveda, Industrial Designer
Construction Documents

Additional Design Consultants
As Needed - Part Time

Howland Engineering
Civil Consultants
Roberto P. Martinez, P.E.
Oscar J. Sepulveda, P.E.

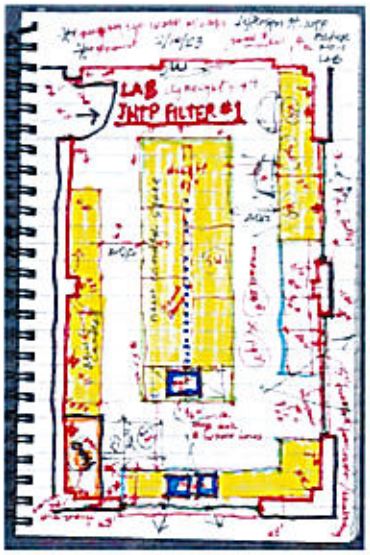
Synergy Engineering
Structural Consultants
Victor DeAnda, P.E.

NRG Engineering
MEP Consultants
John Rodriguez, P.E.

If Req'd
WJHW, Inc.
AV Display / Data / Sound
Rene Garza, Principal Consultant

If Req'd
Halff Associates, Inc.
Technology/Security
Jose Delgado, P.E.

If Req'd
O'Connor Engineering & Science, Inc.
Environmental - Abatement
Thomas J. O'Connor, Jr., P.E., Principal
Pedro Vasquez, P.M.



CofL Jefferson Water Treatment Plant
Preliminary Sketch Laboratory 2023

1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.1 & 2. TEAM - KEY PERSONNEL

SAA, Inc. takes a team approach to design, inviting the client, their staff, and the people who will live, use, visit and work within a facility to collaborate with the team of designers and consultants. The result is a successful project that honors the owner's budget and vision, while providing staff and local / visitor users with a functional and welcoming environment. Long-term sustainability and energy efficiency are critical components of all SAA, Inc.'s designs.

SAA, Inc. Personnel

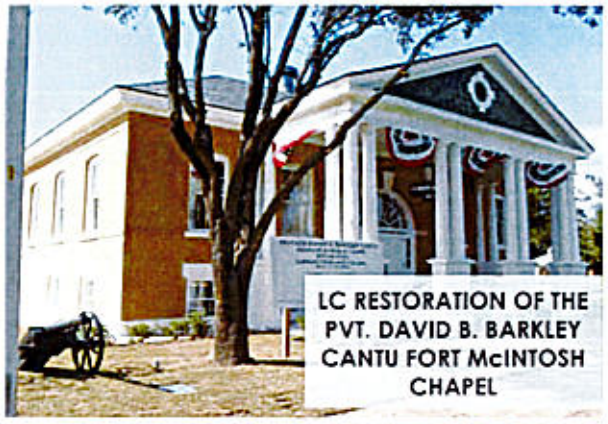
Roberto J. Sepulveda, President, AIA 100%
Roberto S. Sepulveda, Director, AIA 100%
Ricardo D. Sepulveda, Director, AIA 30%
Marcos A. Sepulveda, Director, AIA 20%
Christy G. Sepulveda, Industrial Designer 10%
Rebecca C. Sepulveda, Vice President, Allied AIA 20%



UNI-TRADE STADIUM ENHANCEMENTS
CITY OF LAREDO
2022-24



BRUNI HIGH SCHOOL



LC RESTORATION OF THE
PVT. DAVID B. BARKLEY
CANTU FORT McINTOSH
CHAPEL



LC LILIA AND GUADALUPE MARTINEZ
FINE ARTS CENTER - 2004 - SAA, INC.



LC VISUAL AND
PERFORMING ARTS CENTER

1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

ROBERTO J. SEPULVEDA

AIA, Principal - Architect - Lead Contact

PROFESSIONAL EXPERIENCE: - 100% Project Commitment

1994 – Present
President, Sepulveda Associates Architects, Inc.
(a professional corporation) Laredo, Texas

1992-1993 Sepulveda Associates Architects Laredo, Texas
Owner/Architect

1984-1992 Turner, Hickey, Sepulveda & Associates, Inc.
Architects and Planners Laredo, Texas
Partner/Architect

1982-1984 Intern Architect, Thompson and Associates
Austin, Texas

EDUCATION:

1982 Bachelor of Architecture- The University of Texas at Austin
1978 Liberal Arts Coursework Laredo Junior College Laredo, Texas
1977 Raymond and Tirza Martin High School Laredo, Texas

REGISTRATION:

Professional Registered Architect
Texas Board of Architectural Examiners Number 13181 - 3/22/90

Professional Registered Interior Designer
Texas Board of Architectural Examiners Number 8004 - 9/01/94

ACHIEVEMENTS AND PARTICIPATION:

2018 - Volunteer of the Year Nominee – United Way Jefferson Award
1996-97 - Chairman of the Board – Laredo Chamber of Commerce
1991-1992 - Distinguished President Kiwanis International
1988-1989 - Kiwanian of the Year
1987-1988 - Kiwanis Rookie of the Year
1986-1987 - C. William Brownfield Membership Award Laredo Jaycees
1985-1986 - Officer of the Year/Laredo Jaycee of the Year
1978 - Distinguished Honor Student Laredo Junior College
1976 - Vigil Member, Order of the Arrow, Boy Scouts of America

Gulf Coast Council, BSA Silver Beaver Award
Boy Scouts of America St. George Medal
Girl Scouts of America Elizabeth Ann Seton Award
Member, National Eagle Scout Association
Boys Scouts of America, Eagle Scout 1974

Member, American Institute of Architects (Since 1984)
Organizational Member, U.S. Green Building Council
Member, Texas Society of Architects (1984 -)
Member, AIA-Laredo Section
Organizational Member, U.S. Green Building Council

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SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.1 & 2. SAA, INC KEY PERSONNEL

ROBERTO S. SEPULVEDA

AIA, Architect and Project Manager

PROFESSIONAL EXPERIENCE: 100% Project Commitment

1999 - Present
Sepulveda Associates Architects Inc., Laredo Texas
Project Management/ Design/Site Assessment/3D Modeling

Sepulveda Associates Architects, Inc.
2010 to Present — Architect in Training
1999-2010 — Student Intern

EDUCATION:

2015 - Master in Architecture
Boston Architectural College (Boston MA.)
2009 - Bachelor of Science in Architecture Degree
The University of Texas at San Antonio
2005 - Laredo Community College
2004 - St. Augustine High School
Laredo, Texas
2003 - Architectural Summer Academy
University of Texas at Austin – School of Architecture

REGISTRATION:
Professional Registered Architect
Texas Board of Architectural Examiners Number 29404 - 6/16/21

CIVIL AFFILITIONS

Treasurer, Laredo Section, American Institute of Architects Member, Webb County Heritage Foundation
Member, Blessed Sacrament Church

AWARDS

Eagle Scout – 5-20-2000
Daniel B. Hastings, Jr. Scholarship Recipient
Laredo Community College Blue Chip Scholar

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E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.1 & 2. DESIGN CONSULTANTS



HOWLAND ENGINEERING CO. SURVEYING AND CIVIL ENGINEERS

ROBERTO P. MARTINEZ, JR., PE

Quality Testing Laboratory - Principal - PM

100% Project Commitment

PROFESSIONAL EXPERIENCE:

Howland Engineering and Surveying Co., Inc. Laredo, TX

- Geoscience Manager / Partner 1999-Present
- Geotechnical Engineering
- Construction Materials Testing
- Forensic Engineering
- Civil Design
- Pavement Design

Conventional / Post Tension Foundation Designs (Residential & Coml)

Law Engineering and Environmental Services, Inc.
Dallas and Austin, TX 1996-1999

- Forensic Engineering
- Structural Evaluation and Design
- Building Condition Assessments
- ADA Surveys

Vacek-Crawford, Inc. Kingwood, TX 1994-1996

- Forensic Engineering
- Structural Evaluation of Residential and Commercial Buildings



EDUCATION:

Masters of Science in Civil Engineering
Specializing in Structural Engineering
Purdue University, West Lafayette, Indiana
1993

Bachelors of Science in Civil Engineering
Emphasis in Structural Engineering
Texas A&M University, College Station, TX
1991





REGISTRATION:

Texas Registered Professional Engineer
TX Registration No. 87810

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LAREDO, TEXAS 78040
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E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.1 & 2. DESIGN CONSULTANTS



HOWLAND ENGINEERING CO. SURVEYING AND CIVIL ENGINEERS

OSCAR J. SEPULVEDA, P.E.

Project Manager - 100% Project Commitment
Lead Civil Design

PROFESSIONAL EXPERIENCE:
Howland Engineering and Surveying Co., Inc. Laredo, TX
Senior Project Engineer / Manager
2008-Present

- Land Development – Civil Design Residential / Commercial Subdivisions
- Public Works Civil Design
- Topographic Surveying
- Construction Supervision and Inspection

Foster Engineering Co. Laredo, Texas
Vice President for Private Development
1975-1980, 1983-2008

- Land Development – Civil Design Residential / Commercial / Industrial Subdivisions
- Private Land Development Master Planning
- Public Works Civil Design – Governmental and Educational Facilities
- Construction Management, Supervision and Inspection
- Land and Topographic Surveying Consulting
- Floodplain Development Management / Elevation Certification
- Structural Foundation / Wall Evaluation and Design of Residential and Commercial Facilities
-

EDUCATION:
Bachelors of Science in Architectural Engineering
Emphasis in Building Structures / Structural Engineering
University of Texas at Austin
1970-1975

REGISTRATION:
REGISTRATION:
Texas Registered Professional Engineer
TX Registration No. 71405

Texas Registered Professional Land Surveyor







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SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.1 & 2. DESIGN CONSULTANTS

NRG ENGINEERING

Mechanical, Electrical, & Plumbing

PRESIDENT / PRINCIPAL, JOHN A. RODRIGUEZ, III, P.E.

PROFESSIONAL EXPERIENCE:

Sept. 2002 – Present NRG Engineering - Owner
Aug. 2001 – 2003 Project Engineer, P.E.
Colwell & Associates, Inc.
May 1997 – 2001 Senior Project Manager, E.I.T.
GPM Engineering
Sept. 1996 – 1997 Vice President/Owner,
QuadTech Engineering, Inc.
May 1996 – 1996 Electrical Designer/E.I.T.
Marmon Mok, Architects & Engineers
May 1995 – 1996 Electrical Designer/E.I.T.
Callins, Haggard and Associates, Inc.



100% Project Commitment
Lead Design
Electrical - Sp. Systems

EDUCATION:

1994 - Bachelor of Science in Electrical Engineering, Texas A&M University, Kingsville

REGISTRATION:

Registered Professional Engineer – Texas No. 90273
Member of the National Society of Professional Engineers (NSPE)
Member of the Texas Society of Professional Engineers (TSPE) – Nueces Chapter

City of Laredo Fire Administration Center - SAA, Inc. 2012



PROFESSIONAL ACTIVITIES:

Registered Professional Engineer – Texas No. 90273
Member of the National Society of Professional Engineers (NSPE)
Member of the Texas Society of Professional Engineers (TSPE) – Nueces Chapter

SAMPLE PROJECTS – EDUCATION

- United ISD HS Science Building Additions (LBJ, United South, & Alexander) – Laredo, TX
- United ISD New 9th Grade Campus –200,000SF – Laredo, TX
- United ISD New Middle School Campus –111,000SF – Laredo, TX
- LISD Lamar Middle School Renovations and Additions – Laredo, TX
- W.B Ray High School Renovations and Additions – Corpus Christi, TX
- R.M. King High School Renovations and Additions – Corpus Christi, TX
- Mary Carroll High School Renovations and Additions – Corpus Christi, TX
- LISD Martin High School Renovation, ~ 80,000SF, Laredo ISD – Laredo, TX
- LISD Martin High School Classroom Addition, ~100,000SF, Laredo ISD - Laredo, TX
- LISD Christian Middle School Renovation, ~ 40,000SF, Laredo ISD – Laredo, TX
- Zapata Middle School Renovation, ~100,000SF – Zapata, TX
- New Zapata Elementary School – Zapata, TX
- New Bruni Middle School, Webb CISD – Bruni, TX
- New Bruni High School, Webb CISD – Bruni, TX
- Eagle Pass ISD District Fine Arts/Theater Complex – Eagle Pass, TX
- Eagle Pass ISD New District Football Stadium and Field House – Eagle Pass, TX
- Eagle Pass ISD New District Basketball/Volleyball/Multipurpose Arena – Eagle Pass, TX
- Eagle Pass High School Gymnasium & Science Wing Additions – Eagle Pass, TX
- CC Winn High School Classroom Wing Addition – Eagle Pass, TX
- King High School Fine Arts Complex Renovation & Expansion – KVISD, Kingsville, TX
- New Dubose Middle School – Alice ISD, Alice, TX



Corpus Christi, TX
Harbor Bridge Lighting Project

1820 HOUSTON ST.
LAREDO, TEXAS 78040
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E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.1 & 2. DESIGN CONSULTANTS

NRG ENGINEERING
Mechanical, Electrical & Plumbing

SEAN M. RODRIGUEZ, P.E., C.I.P.E.



TX. P.E. 96478

Lead Mechanical
Design Systems
HVAC / Exhaust &
Plumbing Systems
100% Commitment

PROFESSIONAL EXPERIENCE:

Sept. 2002 – Present Project Manager/P.E.
NRG Engineering
July 2002 – 2003 Project Manager/E.I.T.
DBR Engineering
Dec. 2001 – 2002 Project Manager/E.I.T. Swoboda Engineering
Nov. 1999 – 2001 Project Manager/E.I.T.
GPM Engineering (Pitzco, Inc.)
Sept. 1996 – 1999 Mechanical Designer/E.I.T., Swoboda Engineering

EDUCATION:

Bachelor of Science in Mechanical Engineering
Texas A&M University

SELECTED PROJECTS:

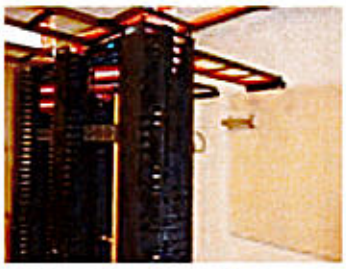
The following is a partial list of projects that represent past experience prior to the formation of NRG Engineering. Detailed project lists for the following facility types shall be furnished upon request.

PROFESSIONAL ACTIVITIES

Certified in Plumbing Engineering, April 2000, by The American Society of Plumbing Engineers
Member of the American Society of Plumbing Engineers (ASPE) – Houston, TX Chapter
Member of the American Society of Heating, Refrigeration, and Air Conditioning Engineers – S. Texas Chapter

EDUCATIONAL PROJECT EXPERIENCE

TAMU International – Sepulveda Associates, Architects – Computer Lab Remodel
TAMU Kingsville – BMST Architects – Dormitory Remodel
Laredo Comm. College – Sepulveda Assoc., Architects – New Science Building
Del Mar College – BMST Architects – New Solomon Coles Classroom Building
Del Mar College – Prime – New West Campus Central Plant & Energy Retrofits
Laredo ISD – Sepulveda Assoc., Architects – New Sanchez-Ochoa Elementary
Laredo ISD – Ashely-Humphries Architects – New Farias Elementary



LC Lewis Academic Center
MDF 2012



Kingsville Border Patrol Facility



LC South Campus New Chiller

1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985 FAX (956) 725-2396
E-MAIL saainc@saarchitects.net

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

III.1 & 2. DESIGN CONSULTANT CONTACTS

HOWLAND ENGINEERING & SURVEYING CO. (MBE)
Survey and Civil Engineers

Contact: Roberto Martinez, P.E.,
Oscar J. Sepulveda, P.E.
7615 N. Bartlett Avenue
Laredo, Texas 78041-6508
956-722-4411, 956-722-5414 (fax)

In association with SAA, Inc. for 12 years. **The largest engineering firm in the Laredo-Webb County area with disciplines in civil engineering, land surveying, platting, material quality testing, and geo-science engineering.** The firm maintains a full time local testing laboratory providing quality monitoring for all construction projects. SAA, Inc. has worked with Oscar J. Sepulveda for over twenty five years and guides the team's civil, surveying, and geo-technical designs.

NRG ENGINEERING

MECHANICAL / ELECTRICAL ENGINEERS

Contact: John A. Rodriguez, III, P.E.
5656 S. Staples, Ste. 360
Corpus Christi, Texas 78411
361-852-2727, 361-852-2922 (fax)

In association with SAA, Inc. for 16 years. NRG Engineering is a full service mechanical, electrical and plumbing consulting firm. The firm provides con-struction documents for commercial, industrial and government projects, both new and renovated. Established in 2002, NRG Engineering is paving its way within the engineering/construction community by setting high stan-dards for quality work. With over 50 years combined experience, NRG engineers, designers and staff continue to strive for excellence.

WRIGHTSON, JOHNSON, HADDON & WILLIAMS, INC.

AUDIO/VISUAL/ACOUSTICS/SOUND

Contact: Rene Garza, Principal
12175 Network Boulevard, Suite 150
San Antonio, TX 78249
p.(972) 934-3700 f.(210) 561-9810

In association with SAA, Inc. for 21 years. Wrightson, Johnson, Haddon & Williams, Inc. is a 38 person, DBE Certified woman owned firm offering state-of-the-art design services and consulting in **acoustics & noise control, audio, visual, video** & scoring displays, broadcast provisions & video production, theatre planning, lighting & rigging, distributed TV & satellite, video surveillance & access control, and tel/data structured cabling. The firm's strengths lie in the combined talents of principals and employees, the diverse technical and business skills, and experience accrued over the years from hundreds of successfully completed world renown projects.

III.1 & 2. DESIGN CONSULTANT CONTACTS

SYNERGY STRUCTURAL ENGINEERING
STRUCTURAL ENGINEERS

Contact: Victor De Anda P.E.
6909 Springfield Ave. Suite 105
Laredo, Texas 78041
956-753-5860, 956-753-6210 (fax)

In association with SAA, Inc. for 15 years.
Mr. De Anda has attained a diverse background in structural work which includes:

- Structural Steel framed structures
- Elementary, Intermediate and High School structures
- Banking Facilities
- Residential and Multi-family dwellings
- Masonry design
- Concrete design
- Wood design
- Industrial and Commercial Structures
- structural Investigations to assist in determining the most probable cause of structural distress in existing bldg
- modifications and expansion to existing buildings

O'CONNOR ENGINEERING AND SCIENCE, INC. If Required
ENVIRONMENTAL SITE ASSESSMENT AND WETLAND DELINEATION

Contact: Thomas J. O'Connor, Jr. P.E., REM
919 Victoria Street
Laredo, Texas 78040
Telephone: 956/728-1123, 956/728-7075 fax
E-Mail: oes@stx.rr.com

NOTE: O'Connor Engineering and Science prepared the original Plaza Theater environmental report.

OES is located in the Laredo-Webb County area with disciplines in material quality testing, geo-science engineering, environmental testing, and abatement monitoring as required to meet TDLR. The firm maintains a full time local testing laboratory providing quality monitoring for all construction projects. SAA, Inc. has worked with Tom O'Connor, P.E., for over eighteen years and has always provided excellent services for all our services. Local service with local talent.

HALFF ASSOCIATES, INC. If Required
DATA/COMMUNICATIONS/SECURITY/CCTV

Contact: Jose A. Delgado, P.E., RCDD, LEED AP
5000 West Military Highway, Suite 100
McAllen, Texas 78503
956-664-0286, 956-664-0282 (fax)

Consultants for Data/IT/CCTV, LEED Certification and other specialties as needed.

III.3. AVAILABILITY

The design and project management experience of Sepulveda Associates Architects, and the longevity of its trained staff, have allowed the firm to develop timelines and successfully execute schedules for both small and complex projects. These projects have included feasibility studies, construction documents for complex, technical facilities, and the rehabilitation of fragile historic buildings. ***Architects Roberto J. and Roberto S. are 100% committed to this project.***

The firm is available to begin work upon a notice to proceed. There are no commitments or other projects which would impede progress on this work. Therefore, there is no "lay-over" period between on-going projects in commencing a new scope of work – (zero calendar days).

SAA, Inc. takes pride in its reputation for meeting or exceeding owner deadlines through proper scheduling of projects with varied complexities. **Please consult our references**.

The SAA, Inc. staff of trained, experienced personnel will handle the proposed design schedule upon reviewing the client's detailed scope and program requirements. The goal is to develop a realistic and informed time frame for the preparation of construction documents.

The fact that the firm is **repeatedly contracted** by individuals, agencies, and institutions attests to Sepulveda Associates Architect's ability to plan, meet deadlines and budgets, and produce quality work for its clients. Among the firm's repeat clients are:

- **Zapata County Independent School District (9 yrs.)**
- **Texas A & M International University (8 yrs)**
- **Laredo College (27+ yrs)**
- **The City of Laredo (29+ yrs)**
- **County of Webb (16 years)**
- **Diocese of Laredo (29+ yrs)**
- **Lamar Bruni Vergara Trust (14 yrs)**
- **Laredo Independent School District (28+ years)**
- **United Independent School District (19 years)**
- **Webb Consolidated I. S. D. (14 years)**



City of Laredo
Fire Administration Center
and Fire Station No. 8
2012 and 2016



Laredo/ Colombia Solidarity Bridge Toll Plaza
Turner, Hickey, Sepulveda
& Associates, Inc.
Design by Roberto J. Sepulveda, AIA

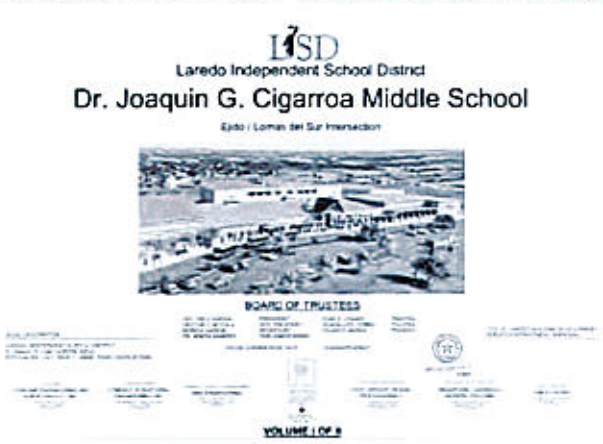
1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.

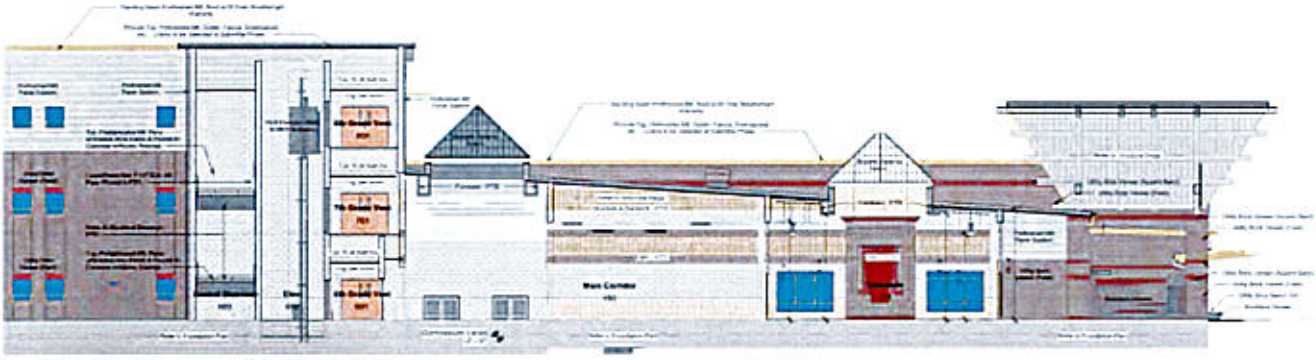
III.3. ABILITY TO DESIGN PROJECTS IN TIMELY MANNER

SAA, Inc. takes pride in its reputation for meeting or exceeding owner deadlines through proper scheduling of projects with varied complexities. For over 32 years, SAA, Inc. has developed detailed plans, details, specifications with complete code review for projects of all types from simple residential projects to very complex food production centers and fine arts complexes for Laredo College and local and area school districts. SAA, Inc. has design over 450 projects totaling over $1.0 Billion.

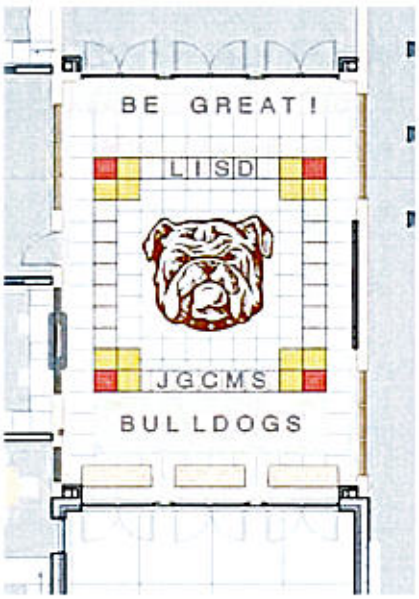
CURRENT SAMPLE PROJECT: New Dr. Joaquin G. Cigarroa M.S. $55.9 Mil 2019 - 2023, 255k SF















NEW DR. JOAQUIN G. CIGARROA MIDDLE SCHOOL
PHASE I - MASTER PLAN
FOR
LAREDO INDEPENDENT SCHOOL DISTRICT
LAREDO, TEXAS
SPECIFICATIONS

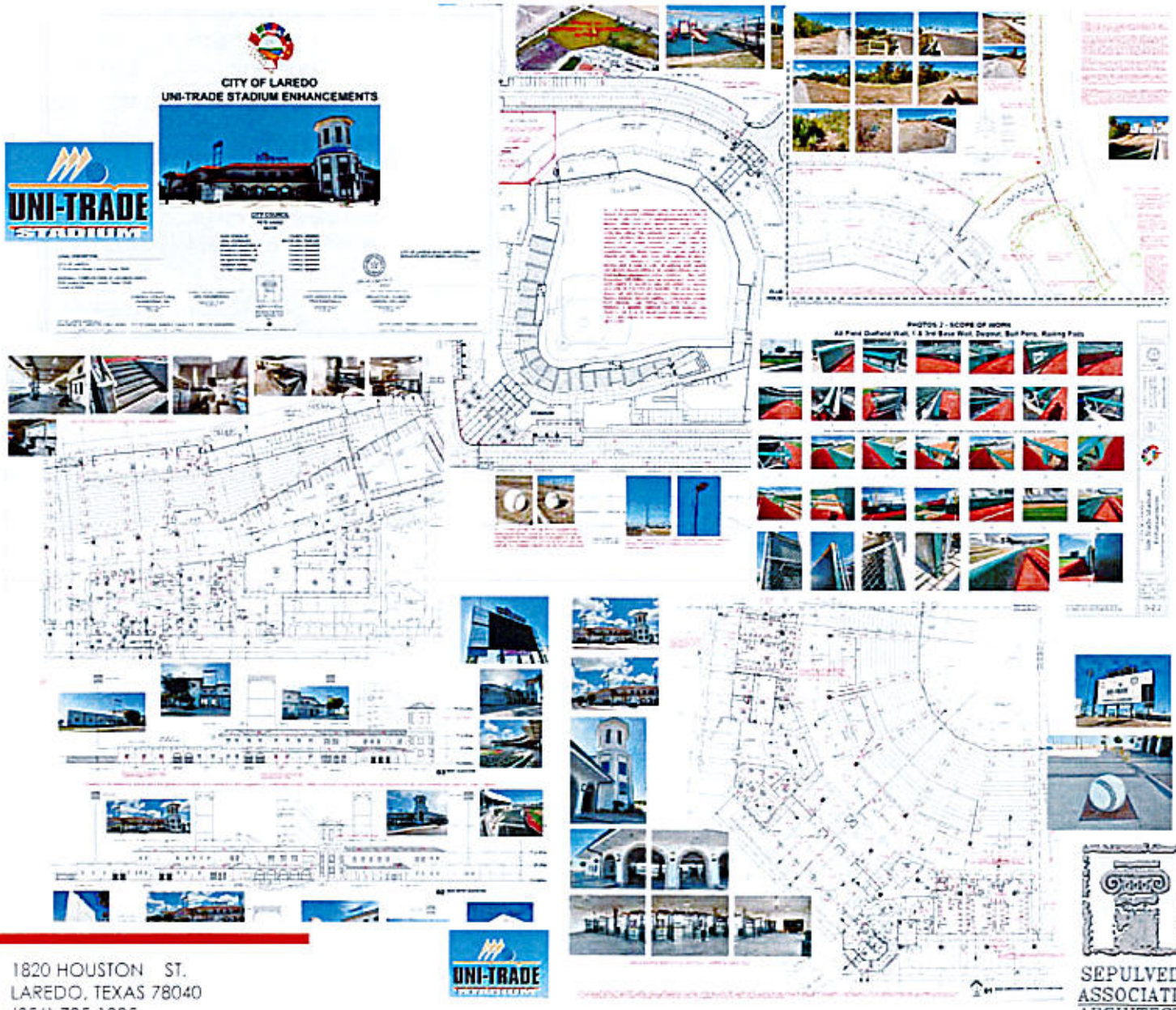
1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

III.3. ABILITY TO DESIGN PROJECTS IN TIMELY MANNER

SAA, Inc.'s project workload is steady due to our reputation, trained staff's efforts and experience. This project will be given the highest priority upon a Notice To Proceed. Time is of the essence. Once SAA, Inc.'s understanding the owner's priorities and deadlines has been understood a proposed project schedule will be developed. This will include the initial introduction - walk through meeting to the required project phases, including a possible specialized studies. Assessment reports should be prepared for all systems, including but not limited to: architectural finishes, remodeling issues, structural review, mechanical, electrical and plumbing system assessments with special systems including elevator, audio, sound and display systems. Upon reviews and approval by Owner's representatives and finalization of the scopes, our team will quickly and efficiently develop the bidding documents in order to receive bids as soon as possible. For over 32 years, SAA, Inc. has developed detailed plans, specifications with complete code review for projects of all types from simple residential projects to very complex centers.

SAMPLE PROJECT: UNI-TRADE STADIUM ENHANCEMENTS $8.6 Mil 2022 - 2023 - 2.5 MONTHS



1820 HOUSTON ST.
LAREDO, TEXAS 78040
(956) 725-1985
E-MAIL saainc@saarchitects.net

SEPULVEDA ASSOCIATES ARCHITECTS INC.

RFQ 2026-047
Engineering, Planning, Design, Procurement, Construction and Project Management Services for a New Drinking Water Wastewater Laboratory
Final Evaluation Scores

	Water & Wastewater Lab
Evaluator #1	80.00
Evaluator #2	90.00
Evaluator #3	85.00
Average Scores	**85.00**

City of Laredo

City Council

Meeting Date: 4/20/2026 **Laredo Mass Transit Board 60.**

SUBJECT
Authorizing the City Manager to accept and execute the Federal Transit Administration (FTA) FY2025 Section 5307 TX-2026-025-00 Operating Assistance and Preventative Maintenance grant in the amount of $8,675,521.00. This grant will cover operating and preventive maintenance expenses for fixed route and paratransit. The federal share is $4,786,494.00 and local match for $3,889,027.00. Funding for the local match will be funded by the Sales Tax Fund.

PREVIOUS COUNCIL ACTION
On June 16, 2025, the Laredo Mass Transit Board approved to submit the grant application to the FTA for the FY2025 Section 5307 Urbanized Area Formula Program.

BACKGROUND
On May 5, 2025, FTA announced the availability of $20.5 billion for Fiscal Year (FY) 2025 full-year funding detailed in apportionment tables that specify funding to states, urbanized areas, and Tribal governments based on statutory formulas. These funding provides support for transit throughout the United States.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommend the approval of this resolution in order to continue funding the daily fixed route and paratransit operations.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Transit system/El Metro Operations
Account #:	518/558 Funds
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funds are budgeted in the Transit System Capital Grants and the El Metro Operations Fund.

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	TX-2026-025
Application Number	TX-2026-025-00
Temporary Application Number	2069-2025-3
Award Name	City of Laredo FY25 Section 5307 Operating and Capital (PM and Non Fixed ADA Paratransit)
Application Status	Final Concurrence / Reservation
Budget Revisions	0

Period of Performance Start Date	N/A		
Original Period of Performance End Date	3/30/2027		
Current Period of Performance End Date	3/30/2027	Revision #: 0	Approved?: No

Budget Period Start Date	N/A
Budget Period End Date	3/30/2027

Part 1: Recipient Information

Name: CITY OF LAREDO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2069	City	CITY OF LAREDO	Y5MTUNLGB2P5	069463594

Location Type	Address	City	State	Zip
Physical Address	1110 HOUSTON ST	LAREDO	TX	78040
Mailing Address	1301 FARRAGUT ST.	LAREDO	TX	78040

Union Information

There are no union contacts for this application

Part 2: Application Information

Title: City of Laredo FY25 Section 5307 Operating and Capital (PM and Non Fixed ADA Paratransit)

Application Number	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2026-025-00	Final Concurrence / Reservation	Grant	Region 6	6/3/2025	6/3/2025	No

Application Executive Summary
The City of Laredo-Laredo Transit Management, Inc. is applying for FY2025 Section 5307 Formula Federal Funds in the amount of $4,786,494.00 for Operating Assistance and Preventative Maintenance expenses. This grant will consist of the use of federal funds for fixed route and paratransit services including maintenance expenses for the City of Laredo public transportation - Laredo Transit Management, Inc. Furthermore, this grant will provide assistance for administration expenses associated to the daily bus, paratransit, and maintenance operations.

0.75% Safety Requirement: City of Laredo will use funds from this FY 2025 5307 grant for Safety Committee activities to implement safety measures as required.

The FTA share is $4,786,494.00 and local match of $3,889,027.00, which will be funded by the City of Laredo Sales Tax (1/4%) dedicated to public transportation.

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this project is to provide funding for operating assistance and preventive maintenance to the Laredo Transit Management, Inc, for the fixed route and paratransit services for this fiscal year.

Activities to be performed:
Funds will be used to cover all eligible operating expenses such as driver and other operation workers salary, fuel, bus parts, and supplies including personal protective equipment and cleaning supplies in order to continue the bus operations.

Expected outcomes:
Funding will permit the Laredo Transit Management, Inc. to continue to provide transportation services to our community, otherwise have to be cut due to lack of funding.

Intended beneficiaries:
The Laredo Transit Management, Inc. and the community riders are the beneficiaries of these funds.

Subrecipient Activities:
N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Eloisa	Mascorro	Grant Administrator	emascorro@ci.laredo.tx.us	(956) 795-2288 284
Kwasi	Bosompem	Community Planner	kwasi.bosompem@dot.gov	817-978-0553
Robert	Sharpe	Transportation Program Specialist	robert.sharpe@dot.gov	(817) 978-0577

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$4,786,494
Local			$3,889,027
Local/In-Kind			$0
State			$0
State/In-Kind			$0

Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$8,675,521**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2026-025-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	$1,196,623.00	$299,156.00	$1,495,779.00	0
TX-2026-025-01-00	11.7A.00	PREVENTIVE MAINTENANCE	$598,312.00	$149,578.00	$747,890.00	0
TX-2026-025-01-00	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$598,311.00	$149,578.00	$747,889.00	0
TX-2026-025-01-00	300-00 (300-A2)	OPERATING ASSISTANCE	$3,589,871.00	$3,589,871.00	$7,179,742.00	0
TX-2026-025-01-00	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$3,589,871.00	$3,589,871.00	$7,179,742.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY25 Section 5307 Operating Assistance and Preventive Maintenance Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2026-025-01-00	2069-2025-3-P1	6/3/2025	7/1/2025	9/30/2026

Project Description
The City of Laredo - Laredo Transit Management, Inc. is applying for FY25 Section 5307 formula federal grant in the amount of $4,786,494.00. Funds will be used to cover the fixed route and paratransit operating expenses as well as the preventative maintenance expenses related to public transportation services. The required local match is in the amount of $3,889,027.00, which will be funded by the City of Laredo's Sales Tax portion dedicated to public transportation.

Project Benefits
This project will provide funding to continue and enhance the public transportation system in the City of Laredo and better serve the community.

Additional Information
The riders using our public transportation system will continue to receive uninterrupted transportation services needed to travel to work, school, doctor visits, shopping malls, dialysis centers, medical centers, and other daily destinations. This grant provides the funding assistance to continue providing transportation services to the Laredo community.

Location Description
Laredo, Texas

Project Location (Urbanized Areas)

UZA Code	Area Name
482390	Laredo, TX

Congressional District Information

District	State
28	Texas

Program Plan Information

STIP/TIP
Date: 9/20/2024

Description: 2025-2028 STIP Laredo

Project in TIP modified from FY 25 to FY 26 PAGE E
STUP FY 2025-2028 ADMINISTRATIVE MODIFICATION 03/10/26

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$4,786,494
Local			$3,889,027
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$8,675,521**

Project Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2026-025-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)		$1,196,623.00	$299,156.00	$1,495,779.00	0
TX-2026-025-01-00		11.7A.00	PREVENTIVE MAINTENANCE	$598,312.00	$149,578.00	$747,890.00	0
TX-2026-025-01-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$598,311.00	$149,578.00	$747,889.00	0
TX-2026-025-01-00	300-00 (300-A2)	OPERATING ASSISTANCE		$3,589,871.00	$3,589,871.00	$7,179,742.00	0
TX-2026-025-01-00		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$3,589,871.00	$3,589,871.00	$7,179,742.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	0

Extended Budget Description
This project will be used for operating assistance for the fixed route and paratransit daily operations in the City of Laredo - Laredo Transit Management, Inc. 50/50 percent operating reimbursement. Funds will cover all elegible operating expenses such as salaries for bus operators and non-operator employees, vehicle fuel, bus parts, and supplies/materials including protective equipment and cleaning supplies in order to continue all public transportation services.
FTA share amount is $3,589,871.00 and local match in the amount of $3,589,871.00 (50/50).
Reference Table 3A (attached) and that it is uploaded in the Application Documents

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,589,871
Local			$3,589,871
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$7,179,742**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2025	Estimated start date.
End Date	9/30/2026	Estimated completion date.

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description
This project will provide funding for all preventive maintenance expenses for the ADA paratransit service.
Laredo Transit is using up to 20 percent of its annual apportionment at the capital project 80/20 Federal/local

share ratio to pay for complementary paratransit services to provide an active fixed route travel training program that is available for riders with disabilities and provides that fixed route and paratransit operators participate in a passenger safety, disability awareness, and sensitivity training class on at least a biennial basis.
FTA share in the amount of $598,311.00 and local match of $149,578.00 (80/20).

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$598,311
Local			$149,578
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$747,889**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2025	Estimated start date.
End Date	9/30/2026	Estimated completion date.

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description
This project will provide funding for all preventive maintenance expenses for the fixed route bus fleet. This consists of regularly scheduled inspections, servicing, and repairs designed to proactively prevent equipment failures and extend the life of assets funded under this federal grant.
FTA share in the amount of $598,312.00 and local match of $149,578.00 (80/20).

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$598,312
Local			$149,578
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$747,890**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2025	Estimated start date.
End Date	9/30/2026	Estimated completion date.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	0	$598,312.00	$747,890.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	$598,311.00	$747,889.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	$3,589,871.00	$7,179,742.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Kwasi Bosompem
Comment Type	DOL Review for Certification
Date	3/24/2026
Comment	This is a FY2025 Section 5307 Formula Federal Funds in the amount of $4,786,494.00 for Laredo Transit Management, Inc. The scope of work includes Operating Assistance and Preventative Maintenance expenses. Please review the application for labor certification in accordance with DOL Section 5307 Certification Grantee Contact is Transit Director Eloisa Mascorro at emascorro@ci.laredo.tx.us, Tel 956-795-2288 ext. 284 Person at FTA is Kwasi.Bosompem@dot.gov

Application Review Comments

Comment By	Kwasi Bosompem
Comment Type	Pre-Award Manager Returns Application
Date	9/25/2025
Comment	

Application Review Comments

Comment By	Zille Khan
Comment Type	Application Details
Date	12/9/2025
	Activity Type: Rolling Stock (Rehab/Rebuild/Overhaul) Suggested Technical Guidance Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to rehabilitating, rebuilding and overhauling rolling stock including 49 CFR Part 661, Buy America Requirements, accessibility, air pollution and fuel economy. Regarding Buy America requirements at 49 CFR 661, the following requirements will apply (choose all that apply): Always apply to rehabilitation work on existing rolling stock, unless the contract for the work is less than $150,000 in which case the contract would qualify for the Buy America small purchase waiver. But if the cost of the contract exceeds the Buy America small purchase waiver threshold of $150,000, the Buy America standard (manufactured product standard or rolling stock standard) that will apply to the rehabilitation work will depend on whether the work is characterized as a rebuild or an overhaul. Apply to Rebuild work at the domestic content percentage that applied when the vehicle was originally delivered. Apply to overhaul work at the domestic content percentage that applied when the vehicle was originally delivered. This work is not subject to the manufactured product standard. Recipient must comply with the Recipients procurement policies and procedures as they apply to FTA-funded projects. The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal

	compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements. Activity Type: Rehabilitate\Renovate Suggested Technical Guidance Recipient must not acquire telecommunications and video surveillance equipment from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.
Comment	Recipient must comply with the statutory requirements in FTA Circular 4220.1F, Third Party Contracting Guidance, as they apply to rehabilitation/renovation/repair procurements and contracts including 49 CFR Part 661, Buy America Requirements, 49 U.S.C. Section 5333(a), Davis-Bacon Act, (prevailing wage protections), as they apply to laborers and mechanics employed on FTA assisted projects, Americans with Disabilities Act, and Disadvantaged Business Enterprise Program. In addition to FTAs Buy America requirements that require the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America requirements, except to the extent a waiver of either requirements may apply. Waiver of Buy America Requirements for De Minimis Costs and Small Grants. Waiver of Buy America Requirement for Construction Materials for Certain Contracts and Solicitations. Recipient must comply with the Recipients procurement policies and procedures as they apply to FTA-funded projects. Recipient is encouraged to use the FTA Construction Project Management Handbook, February 2016, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs /FTA_Construction_Project_Management_Handbook_2016.pdf, Webinar: Applying the Construction Project Management Handbook, https://connectdot.connectsolutions.com /p1v15vi6agp/, the FTA Project and Construction Management Guidelines, March 2016, https:/ /www.transit.dot.gov/sites/fta.dot.gov/files/docs /FTA_Project_and_Construction_Mgmt_Guidelines_2016.pdf, and FTA Quality Management System Guidelines, October 2019, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs /funding/grant-programs/capital-investments/8536/final-qms-guidelines-2019_1.pdf. The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

RESOLUTION NO. 2026-RT-15

AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE FEDERAL TRANSIT ADMINISTRATION (FTA) FY2025 SECTION 5307 TX-2026-025-00 OPERATING ASSISTANCE AND PREVENTATIVE MAINTENANCE GRANT IN THE AMOUNT OF $8,675,521.00. THIS GRANT WILL COVER OPERATING AND PREVENTIVE MAINTENANCE EXPENSES FOR FIXED ROUTE AND PARATRANSIT. THE FEDERAL SHARE IS $4,786,494.00 ANS LOCAL MATCH FOR $3,889,027.00. FUNDING FOR THE LOCAL MATCH WILL BE FUNDED BY THE SALES TAX FUND.

WHEREAS, the Federal Transit Administration through the Department of Transportation (DOT) is prepared to award a grant to the City of Laredo, as authorized by statue 49 U.S.C. 5307, in the federal share amount of $4,786,494.00 and local match of $3,889,027.00 for Fiscal Year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD THAT:

Section 1. the City Manager is authorized to accept and execute a grant from the Federal Transit Administration Grant of Section 5307 funds in the amount of $8,675,521.00; and

Section 2. the City Manager is authorized to execute all necessary documents relating to the said grant; and

Section 3. the grant funds shall be deposited in the Laredo Transit Operating Fund.

PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS 20TH **DAY OF** APRIL **2026.**

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 4/20/2026 **Laredo Mass Transit Board 61.**

SUBJECT
Authorizing the Laredo Mass Transit Board to approve the seventh (7th) version of the Texas Department of Transportation sponsored Public Transportation Agency Safety Plan (PTASP) and establishing Safety Performance Targets for the Laredo Transit Management Incorporation (LTMI).

PREVIOUS COUNCIL ACTION
On April 22, 2025, the Laredo Mass Transit Board approved the sixth (6) version revised Texas Department of Transportation sponsored Public Transportation Agency Safety Plan and establishing Safety Performance Targets for El Metro Transit.

BACKGROUND
On July 19, 2018, the FTA published the Public Transportation Agency Safety Plan (PTASP) Final Rule, 49 CFR Part 673, which took effect July 19, 2019, requiring all FTA Section 5307 recipient transit agencies to, within one calendar year after July 19, 2019, establish a PTASP that meets the requirements of Part 673.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery action are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan
(ASP) in collaboration with the City of Laredo and the Laredo Mass Transit Board with fiduciary responsibility for (LTMI).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution in order to establish safety regulations in Transit and to comply with the FTA requirements.

Fiscal Impact

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

FINANCIAL IMPACT:
No financial impact.

RESOLUTION NO. 2026-RT-16

AUTHORIZING THE LAREDO MASS TRANSIT BOARD TO APPROVE THE SEVENTH (7^{TH}) VERSION OF THE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN AND ESTABLISHING SAFETY PERFORMANCE TARGETS FOR THE LAREDO TRANSIT MANAGEMENT INCORPORATED (LTMI).

WHEREAS, Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery, as the Federal Transit Administration (FTA) has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation in the United States; and

WHEREAS, On July 19, 2018 the FTA published the Public Transportation Agency Safety Plan (PTASP) Final Rule, 49 CFR Part 673, which took effect July 19, 2019 requiring all FTA Section 5307 recipient transit agencies to, within one calendar year after July 19, 2019, establish a PTASP that meets the requirements of Part 673; and

WHEREAS, The PTASP, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority; and

WHEREAS, PTASP must document the processes and activities related to Safety Management System (SMS) implementation and include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan, with those targets being shared with the Laredo-Webb County Area Metropolitan Planning Organization formerly known as the Laredo Urban Transportation Study Metropolitan Planning Organization (LUTS) and the Texas Department of Transportation (TxDOT); and

WHEREAS, The initial PTASP for El Metro Transit has been drafted by TxDOT per 49 CFR 673.11(d) and will remain in effect until the Laredo Transit Management Inc. (LTMI) has drafted the next version; and

WHEREAS, El Metro Transit is dedicated to ensuring that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, as the SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks;

WHEREAS, The previous PTASP for El Metro Transit was passed by the Laredo Mass Transit Board and approved by the Laredo Mass Transit on April 22, 2025.

WHEREAS, The Texas Department of Transportation (TxDOT), as the certifying agency for small public transportation providers in the State of Texas, certified the initial El Metro Public Transportation Agency Safety Plan (PTASP);

WHEREAS, The subsequent Agency Safety Plans must be certified by Laredo Transit Management, Inc. per §673.13 (b), "On an annual basis, a transit agency, direct recipient, or state must certify its compliance with this part" (*Federal Register / Vol. 83, No. 139 / Thursday, July 19, 2018 / Rules and Regulations, Pg. 34467*) and per TxDOT (*Kosub, Theodore. Texas*

Department of Transportation Strategic Programs Manager – Public Transportation. Email Subject: Laredo PTASP. Austin, TX, Wednesday, December 2020. TxDOT Instructions for 2021 Certification.)

WHEREAS, The Laredo & Webb County Area Metropolitan Planning Organization approved and adopted the Laredo Transit Management Inc. (LTMI) Public Transportation Agency Safety Plan (PTASP) and Safety Performance Targets to incorporate into the Metropolitan and Statewide Planning Process with the Laredo Metropolitan Planning Organization (MPO) on September 15, 2020.

WHEREAS, El Metro Transit reviewed, revised and updated the PTASP and created the third version per §673.11 (a) (5), "Each transit agency must establish a process and timeline for conducting an annual review and update the Public Transportation Agency Plan" (*Federal Register / Vol. 83, No. 139 / Thursday, July 19, 2018 / Rules and Regulations, Pg. 34467*).

WHEREAS, All edits are documented in the Laredo Transit Management, Inc. - El Metro Transit Public Transportation Agency Safety Plan Version 7.

NOW THEREFORE, BE IT RESOLVED BY THE MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:

Section 1. The Laredo Mass Transit Board approves the sixth version of the PTASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A); and as

Section 2. Safety has always been a primary function at LTMI, this PTASP lays out a process to fully implement and review an SMS on a yearly and ongoing basis in order to continue compliance with the PTASP final rule.

PASSED BY THE MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE 20th DAY OF APRIL 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM

BY_____
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

Laredo Transit Management, Inc.

El Metro Transit

Public Transportation Agency Safety Plan

Version 7

Adopted 04-20-2026

In compliance with 49 CFR Part 673

Developed in conjunction with the Texas Department of Transportation and the Laredo Transit Management, Inc.

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1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. One element of the NSP is the Transit Asset Management (TAM) Plan. Public transportation agencies implemented TAM plans across the industry in 2018., The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Laredo Transit Management, Inc. (LTMI), all levels of Leadership, Administration and Operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed the initial Agency Safety Plan (ASP) in collaboration with Laredo Transit Management, Inc. The Laredo Transit Management, Inc. has updated the initial Agency Safety Plan to develop the seventh version of the Public Transportation Agency Safety Plan in collaboration with the City of Laredo and the Laredo Mass Transit Board with fiduciary responsibility for (LTMI).

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the City of Laredo, the Laredo Mass Transit Board and LTMI adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A).[1] While safety has always been a primary function at LTMI, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

[1] Federal Register, Vol. 81, No. 24

A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

ACCOUNTABLE EXECUTIVESIGNATURE
Robert J. Garza, El Metro, Transit Director

3/13/24
DATE

Since El Metro is considered a department of the City of Laredo, the main governing body is the Laredo City Council acting as the Laredo Mass Transit Board. Approval of this plan by the City Council/Mass Transit Board occurred on April 20, 2026 and is documented in RESOLUTION No. 2026-RT-16 from the City Council Meeting.

B. Certification of Compliance – 673.13(a)(b)

El Metro certifies on April 20, 2026 that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by El Metro as evidenced by the plan adoption signature and necessary City Council/Laredo Mass Transit Board approvals under Section 1.A of this plan. In addition, El Metro will certify compliance with the PTASP regulation through FTA's Transit Award Management System (TrAMS) and the annual Certifications and Assurances process.

2. TRANSIT AGENCY INFORMATION – 673.23(D)

The City of Laredo began operating public transportation in 1985. LTMI was founded in 2003 and is governed by the City of Laredo Mass Transit Board. The City contracts with Hendrickson Transportation Group, Inc., (HTG) to provide management and operating services. Under the contract, Hendrickson Transportation Group, Inc., (HTG) provides a Transit Director and One Assistant General Managers. The Transit Director is approved by the Laredo Mass Transit Board to oversee the administrative functions of LTMI. LTMI is known as El Metro.

El Metro is the public transportation provider for the City of Laredo, Texas and is the largest transit provider in the region. The El Metro main office is located at Transit Center 1301 Farragut ST, 3rd Floor, Laredo, TX 78040.

El Metro operates fixed route services seven days a week across 23 routes within the City of Laredo. Schedules for fixed route service vary by route, with many routes having one schedule for Monday-Friday or Monday-Saturday and another schedule for Saturdays or Sundays/Holidays. In addition, some routes have A and B segments that have differing schedules. El Metro also operates El Lift Paratransit, which provides shared, origin to destination public transportation to people with disabilities who are unable to use El Metro's fixed route buses. El Lift uses the following service schedule:

- Monday, Wednesday, Friday: 5:00 am –10:30pm
- Tuesday, Thursday: 5:30 am – 10:30 pm
- Sunday: 8:00 am – 8:30 pm

El Metro Transit is provided by the City of Laredo through the Laredo Mass Transit Board and managed by a private contractor, Hendrickson Transportation Group, Inc.,(HTG) which provides the Transit Director and the management team consisting of the, Assistant General Manager of Operations, Operations Manager, The Maintenance Asset Officer, Maintenance Manager, Assistant Maintenance Manager, the Transit Procurement Specialist, Grant and Budget Administrator, the Chief Safety Officer (CSO), and Safety and Training Coordinator are part of Laredo Transit Management, Inc.

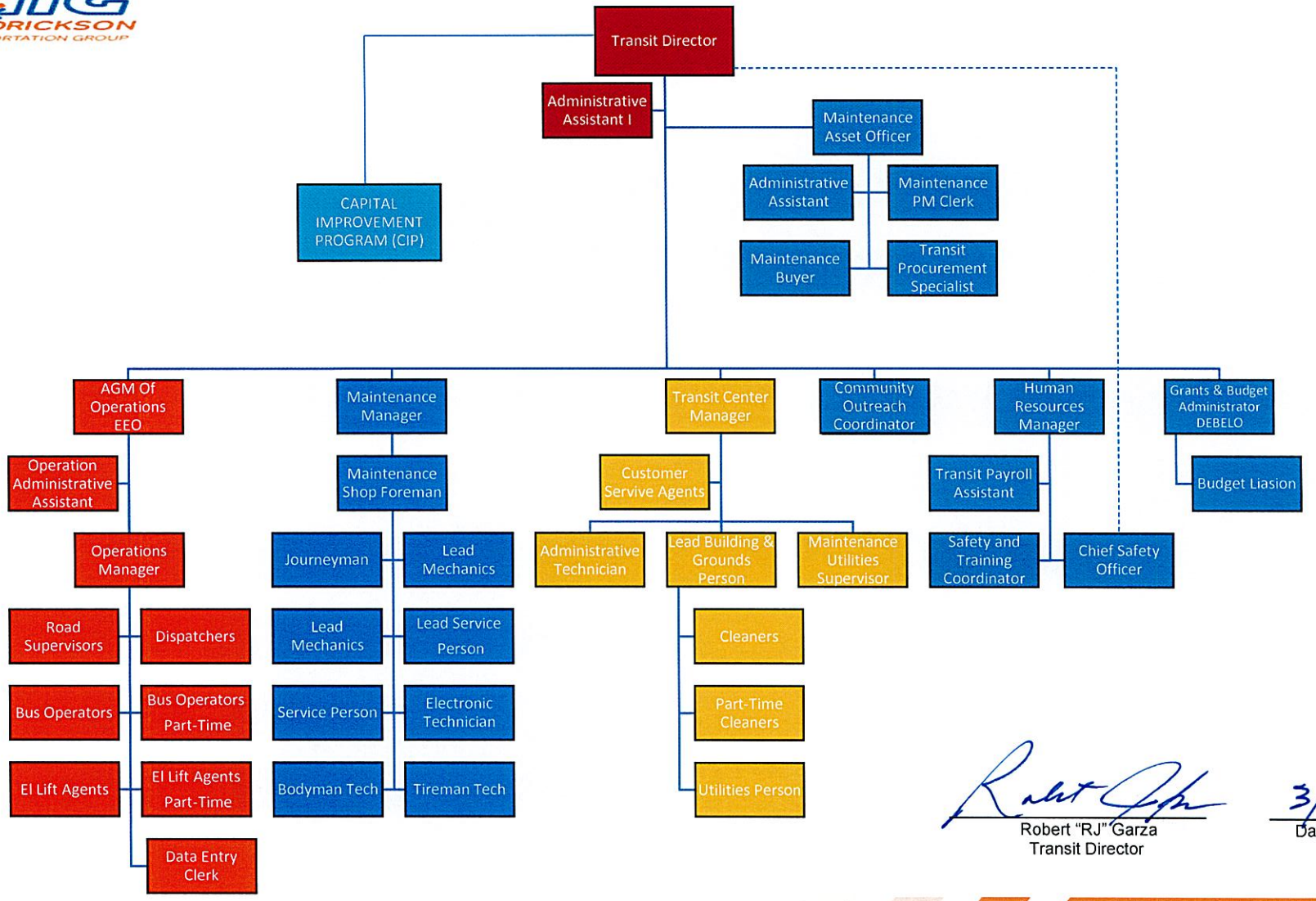
No additional transit service is provided by El Metro on behalf of another transit agency or entity at the time of the development of this plan.

Table 1 contains agency information, while an organizational chart for El Metro is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name	Laredo Transit Management, Inc. (LTMI) El Metro
Transit Agency Address	1301 Farragut St, Laredo, TX 78040
Name and Title of Accountable Executive 673.23(d)(1)	Robert J. Garza, Transit Director
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Sergio Gomez, Chief Safety Officer
Key Staff	Rosa Soto, AGM of Operations
Key Staff	Joe Lerma, Safety & Training Coordinator
Mode(s) of Service Covered by This Plan 673.11(b)	MB/DO – Motorbus, Directly Operated DR/DO – Demand Response, Directly Operated
List All FTA Funding Types (e.g., 5307, 5310, 5339)	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	MB/DO – Motorbus, Directly Operated DR/DO – Demand Response, Directly Operated
Number of Vehicles Operated	70

LAREDO TRANSIT MANAGEMENT INC. - EL METRO
ORGANIZATIONAL CHART
Revised: March 18, 2026



Robert "RJ" Garza
Transit Director

3/18/26
Date

A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), El Metro has established the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the El Metro SMS, per 673.23(d)(1).

Agency leadership and executive management include members of our agency leadership or executive management, other than the Accountable Executive, CSO/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the El Metro SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

On January 2025, El Metro Human Resources Manager in collaboration with the CSO have finalized updating all job descriptions to have a time stamp for January 2025.The current job descriptions to ensure the job descriptions comply with 49 CFR Part 673.

3. SAFETY POLICIES AND PROCEDURES

A PolicyStatement –673.23(a)

El Metro recognizes that the management of safety is a core value of our business. The management team at El Metro has embraced the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

El Metro is committed to:

- Communicating the purpose and benefits of the SMS to all staff, the union, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities ofeach employee throughout the organization and all employees will receive appropriate information and SMStraining.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the managementteam.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptablelevel.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations orprocedures.
- Establishing Safety Performance Targets (SPT) that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and iseffective.

Robert J. Garza, El Metro, Transit Director

3/13/26
Date

I. Employee Safety Reporting Program (ESRP) – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

El Metro has the *LTMI Employee Safety Reporting Program (ESRP)* (Appendix A, Table 8 shows the document name, file name, and date of adoption) under which the employees are expected to use established procedures to submit comments, information, and assistance where safety and health is concerned. The program requires employees to report hazards, unsafe conditions, and unsafe behaviors to the Safety & Training Coordinator, Chief Safety Officer, their immediate Supervisor, any Safety Planning Advisory Committee (SPAC) member or Department Leadership. Employees have the option of submitting reports confidentially using the *LTMI Employee Safety Hazard Reporting Form* (Appendix A) and as such can report concerns without fear of repercussions. The program also calls for employees to meet on a regular basis to discuss safety and health issues. These meetings also provide another avenue for employees to report concerns.

In addition, El Metro has a policy in place in the *General Rules, Regulations and Policies Employee Handbook* (Appendix A) that requires employees who discover a condition which imperils the welfare of passengers, employees, and/or equipment to promptly report the problem to the Maintenance, Supervisor or Dispatcher.

El Metro also has a *Customer Comment/Complaint Procedure and Record Retention Policy* (Appendix A) that ensures riders of the system have an easy and accessible way to provide feedback to the agency. This procedure provides customers with a variety of ways to contact El Metro with comments or complaints and also provides protocols for feedback acknowledgment and customer report retention. In addition, employees can also submit safety concerns, anonymous or not, using the customer comment/complaint form on www.elmetrotransit.com.

During the annual review, El Metro will review and modify, if necessary, both our internal and external reporting procedures and programs to develop them into a full ESRP to ensure that the procedure complies with 49 CFR Part 673. *LTMI Employee Safety Reporting Program* Implementation, LTMI will conduct Instruction-Led Training for all employees. They will be presented with a PowerPoint presentation and copies of the reporting form. In addition, LTMI will post avenues for reporting, with protections, at each Department's bulletin board. Any changes will be submitted at annual certification. On March 23, 2020, El Metro forwarded the *LTMI Employee Safety Reporting Program and memo*, via certified mail, to the Union.

In general, the El Metro ESRP will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation. to senior management. The policy will include any contract employees. The policy also includes what protections are afforded to employees who report safety related conditions and describes employee behaviors that are not covered by those protections. The policy also elaborates on how safety conditions that are reported will be reported back to the initiator(s) – either to the individual or groups of individuals or organization, dependent on the nature of the safety condition.

To bolster the information received from frontline employees, El Metro will continue to review our current policy for how our agency receives information and safety related data from employees and customers. If necessary, we will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distributed agency- wide to ensure that future reporting is encouraged.

II. *Communicating the Policy Throughout the Agency – 673.23(c)*

El Metro is committed to ensuring the safety of our clientele, personnel and operations. Part of that commitment is developing an SMS and agency wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agency wide safety culture is communicating our *LTMI Safety Management Policy* (SMP) (Appendix A, Table 8 shows the document name, file name, and date of adoption) throughout our agency. LTMI initiated the communication on August 4, 2020 to all Executive Leadership, Administration, All Department Leadership and Route Supervisors. LTMI will provide Instruction-Led Training to all employees so that they can be familiar with our SMP and where they can find it. It will be posted at all Department's bulletin boards. Any rules or procedures will be provided to the Union.

The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement will become part of our agency's regular safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

Possible methods of communicating the LTMI Safety Management Policy to employees include, but are not limited to, the following:

- New Employee Orientation
- Driver's Training
- Internal Marketing Strategies
- Instructor-Led Training
- Safety Meetings

- El Metro Toolbox Talk (Safety Bulletin)
- Safety Planning Advisory Committee (SPAC)
- Staff Meetings
- Department Bulletin Boards
- Employee Handbooks
- Email
- WebEx webinar

B. PTASP Development and Coordination with TxDOT – 673.11(d)

This PTASP has been developed by TxDOT on behalf of Laredo & Webb county Area Metropolitan Planning Organization, which is the Metropolitan Planning Organization (MPO) for the area, and LTMI in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. TxDOT mailed a formal letter for participation in a State sponsored PTASP development process to all Texas Section 5307 small bus transit agencies on January 15, 2019 and followed that letter with a series of phone calls and additional correspondence. El Metro provided a letter to TxDOT opting into participation on March 15, 2019 and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The El Metro documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our Safety Assurance (SA) and Safety Promotion (SP) processes, El Metro conducted a safety culture survey from December 21, 2019 to December 30, 2019. This yearly survey is intended to help El Metro assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is perceived and embraced by El Metro's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with El Metro on October 28, 2019 to gain a better understanding of the agency and the agency's personnel. This understanding was necessary to ensure that the ASP was developed to fit El Metro's size, operational characteristics, and capabilities.
The draft ASP was delivered to LTMI/El Metro in March 2020 for review and comment. Once review was completed and any adjustments made, the final was delivered to LTMI/El Metro for review and adoption.

C. PTASP Annual Review – 673.11(a)(5)

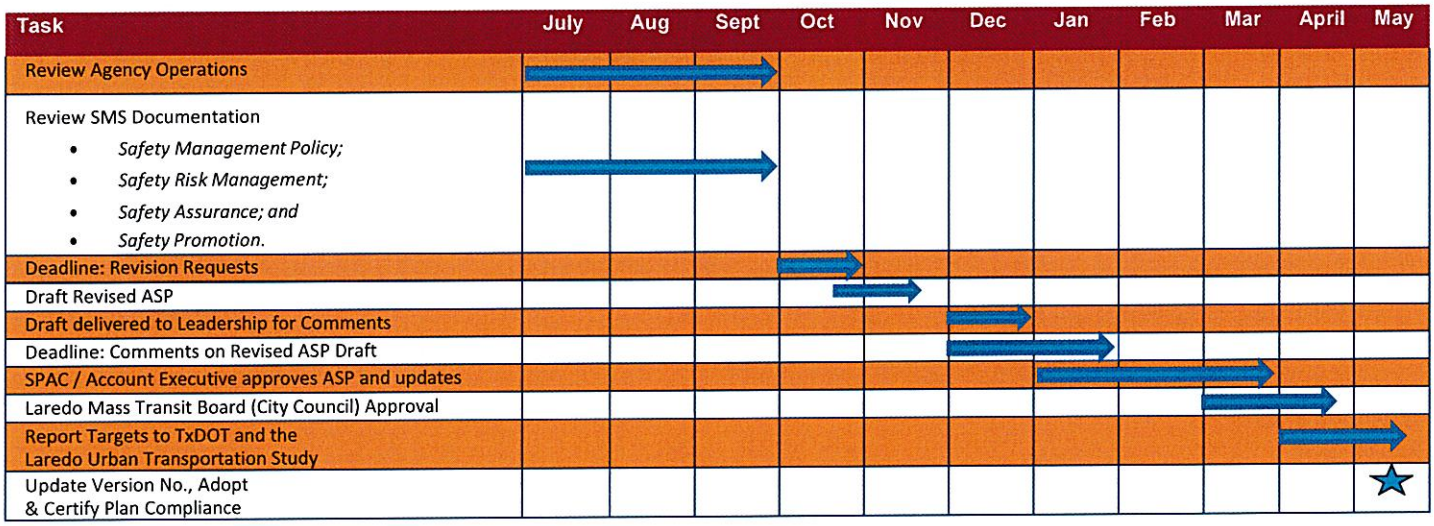
Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of El Metro's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, El Metro will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through El Metro's annual Certifications and Assurances reporting to FTA.

D. Safety Committee – 673.11

Pursuant to 49 U.S.C. 5329(d)(5)(A) The annual review will include the safety committee's approval of the agency's Agency Safety Plan (ASP) and any updates to the ASP. Any supporting documents such as (Standard Operating Procedures [SOP], Policies, Manuals, etc.) will be used to fully implement all the processes used to manage safety at El Metro. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document after the safety committee's approval and will provide documentation of approval of ASP by the Laredo Mass Transit Board whether by signature or by reference to resolution.

As processes are changed to fully implement SMS or new processes are developed, El Metro will track those changes for use in the annual review. In addition, Instructor-Led Training will be provided to all employees informing them of any changes. The annual ASP review will follow the update activities and schedule provided below in Table 2.

TABLE 2: ASP ANNUAL UPDATE TIMELINE



As shown in Table 2, activities are as follows:

- July 1st to Sept 30th, LTMI Leadership will review Agency Operations;
- July 1st to September 30th, the Accountable Executive, key personnel, and the CSO will review SMS
- October 15th, Deadline for any revision requests;
- October 16th to November 15th, draft revised ASP;
- Dec 1st to Dec 29th, Draft delivered to Leadership for Comments
- December 1st to January 31st, deadline on comments for revised ASP draft;
- Jan 1st to March 31st, SPAC and Account Executive approves ASP and any updates
- March 1st to April 20th, Laredo Mass Transit Board adoption;
- April 1st to May 20th, report Safety Performance Targets to TxDOT and the Laredo Webb County Area Metropolitan Planning Organization;
- April 7th thru the 20th, update version number, adopt and certify plan compliance in FTA's TrAM

The implementation of SMS is an ongoing and iterative process, and, as such, this PTASP is a working document. Therefore, a clear record of changes (Appendix B, Section B) and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

E PTASP Maintenance – 673.11(a)(2)(c)

El Metro will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect any Federal Transit Administration (FTA) General Directives under 49 U.S.C. 5329 and 49 CFR Part 670. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as El Metro continues to develop and refine our SMS implementation.

F. PTASP Documentation and Recordkeeping – 673.31

At all times, El Metro will maintain documents that set forth our ASP, including those documents related to the implementation of El Metro's SMS and those documents related to the results from SMS processes and activities. El Metro will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entity, or TxDOT. El Metro will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

G Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include safety performance targets (SPTs) based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per 100,000 Vehicle Revenue Miles (VRM). Each of the seven (7) is required to be reported by mode as presented in Table 3.

TABLE 3: NSP SAFETY PERFORMANCE MEASURES

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per 100,000 VRM
Injuries	Total Number Reported	Rate Per 100,000 VRM
Safety Events	Total Number Reported	Rate Per 100,000 VRM
System Reliability	Mean distance between major mechanical failure	

Table 4 presents El Metro's reported baseline numbers for each of the performance measures. El Metro collected the past five (5) years of reported data to develop the rolling averages listed on table 4. Note: As the National Public Transportation Plan updates, so, will the SPT.

TABLE 4: BASELINE 2025 SAFETY PERFORMANCE MEASURES

Mode	Fatalities	Rate of Fatalities per 100,000 VRM	Injuries	Rate of Injuries per 100,000 VRM	Safety Events	Rate of Safety Events per 100,000 VRM	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0.00%	1.6	0.736%	1.6	0.332%	69,096.46
Demand Response	0	0.00%	0.0	0.00%	0.0	0.00%	34,579.60

*rate = total number x 100,000 /total vehicle revenue miles traveled

Table 5: 5-Year Safety Performance for El Metro by Mode of Service.

Fixed Route							
SPT Category for Fixed Route Service	**2021**	**2022**	**2023**	**2024**	**2025**	**5-Year Rolling Average**	**SPT 2026**
Total Number of Fatalities	0	0	0	0	0	0	0
Fatality Rate per 100,000 VRM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Number of Injuries	2	1	0	3	2	1.6	1.6
Injury rate per 100,000 VRM	0.12	0.06	0	2.1	1.4	0.736	0.736
Total Number of Safety Events	4	2	0	2	0	1.6	1.6
Safety Event rate per 100,000 VRM	0.24	0.12	0.00	1.3	0.00	0.332	0.332
Total Number of Major Mechanical Failures	15	15	28	37	80	35	35
System Reliability (failures/VRM)	111,314.60	110,521.0	56,315.36	45,681.14	21,650	69,096.46	69,096.46
Annual VRM	1,669,719	1,657,815	1,576,830	1,690,202	1,732,016	1,665,316	1,665,316
Demand Response							
SPT Category for Demand Response Service	**2021**	**2022**	**2023**	**2024**	**2025**	**5-Year Rolling Average**	**SPT 2026**
Total Number of Fatalities	0	0	0	0	0	0	0
Fatality Rate per 100,000 VRM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Number of Injuries	0	0	0	0	0	0	0
Injury rate per 100,000 VRM	0.00	0.00	0.00	0.00	0.00	0.0	0.00
Total Number of Safety Events	0	0	0	0	0	0	0
Safety Event rate per 100,000 VRM	0.00	0.00	0.00	0.00	0.00	0.0	0.00
Total Number of Major Mechanical Failures	4	4	9	5	11	6.6	6.6
System Reliability (failures/VRM)	40,406.00	60,659.50	23,231.40	46,717.60	25,114.91	34,579.60	34,579.60
Annual VRM	161,624	242,638	209,083	233.588	276,264	224,639	224,639
***Source: NTD Database**							
***NTD ID: 60009**							

Table 5.5: Calendar Year 2025 - Safety Performance Targets

Calendar Year 2025 - Safety Performance Targets					
FIXED ROUTE			DEMAND RESPONSE		
Calendar Year 2025	SPT 2025	Target Met	Calendar Year 2025	SPT 2025	Target Met
0	0	☑	0	0	☑
0.00	0.0	☑	0.00	0.00	☑
1.6	1.8	☑	0	0.2	☑
0.736	0.49	☑	0.00	0.116	☑
1.6	2.4	☑	0	0.4	☑
0.332	0.378	☑	0.00	0.234	☑
35	21	☒	6.6	5.4	☒
69,096.46	99,728.30	☒	34,579.60	41,052.26	☒
1,665,316	1,318,913	☑	224,639	203,633	☑

While safety has always been a major component of our agency operation, the adoption of this ASP will result in changes across all aspects of the organization designed to improve safety outcomes. The SPTs set in Table 6 and Table 7 reflect an acknowledgment that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We will set our 2026 targets at the current NTD reported five-year average as we continue the process of fully implementing our SMS and develop our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years. At the bottom of Table 5, Our 2025 Safety Performance Targets are provided. In the Fixed Route Mode, the total number of fatalities remain at (0); Injuries decreased from 1.8 to 1.6, and the total amount of Safety Events went down from 2.4 to 1.6. VRM's exceeded but mechanical failures were greater than the set SPT which decreased the Mean Distance Between Major Mechanical Failures from 99,728.30 to 41,052.26. Under Demand Response Mode, the total number of Fatalities remain at (0), Injuries decreased from 0.2 to 0, and Safety Events from 0.4 to 0. VRM's increased but the total amount of mechanical failures was greater which brought the Mean Distance Between Mechanical Failures from 41,052.26 to 34,579.60.

TABLE 6: FIXED ROUTE (BUS) SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities per 100,00 VRM	0.00%	0.00%
Injuries	1.6	1.6
Rate of Injuries per 100,000 VRM	0.736%	0.736%
Safety Events	1.6	1.6
Rate of Safety Events per 100,000 VRM	0.332%	0.332%
Mean Distance Between Major Mechanical Failure	69,096.46	69,096.46

*rate = total number for the year x 100,000 /total vehicle revenue miles traveled

TABLE 7: DEMAND RESPONSE SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities per 100,000 VRM	0.00%	0.00%
Injuries	0	0
Rate of Injuries per 100,000 VRM	0.00%	0.00%
Safety Events	0	0
Rate of Safety Events per 100,000 VRM	0.00%	0.00%
Mean Distance Between Major Mechanical Failure	34,579.60	34,579.60

*rate = total number for the year x 100,000/total vehicle revenue miles traveled

As part of the annual review of the ASP, El Metro will re-evaluate our SPTs and determine whether the SPTs need to be refined. As more data is collected as part of the SRM process discussed in this plan, El Metro may begin developing safety performance indicators to help inform management on safety related investments.

H. Safety Performance Target Coordination – 673.15(a)(b)

El Metro will make our SPTs available to TxDOT and the Laredo & Webb County Area Metropolitan Planning Organization to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, El Metro will coordinate with TxDOT and the Local MPO in the selection of State and MPO SPTs as documented in the Interagency Memorandum of Understanding (MOU) (Appendix A).

Each year during the FTA Certifications and Assurances reporting process, El Metro will transmit any updates to our SPTs to both the Laredo & Webb county Area Metropolitan Planning Organization and TxDOT (unless those agencies specify another time in writing).

4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As noted previously, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the NSP, National Public Transportation Safety Plan, and 49 CFR Part 673, El Metro is adopting SMS as the basis for directing and managing safety and risk at our agency. El Metro has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components: SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



Implementing SMS at El Metro will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. El Metro has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, El Metro will identify SMS roles and responsibilities and key stakeholder groups, identify key staff to support implementation, and ensure the identified staff receive SMS training. El Metro will also develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress toward implementation with the City of Laredo, the Laredo Mass Transit Board and our agency's planning partners.

A Safety Risk Management – 673.25

By adopting this ASP, El Metro is establishing the SRM process presented in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the El Metro SMS.



FIGURE 3: SAFETY RISK MANAGEMENT PROCESS

The following teams will be used in the Safety Risk Assessment Process:

- **SMS Team:** The SMS Team consistsof the Safety and Training Coordinator (if not available, a Route Supervisor with Added Safety Duties will assist) and the Chief Safety Officer.
- **Safety Risk Assessment Team:** The Safety Risk Assessment Team consists of the SMS Team and a qualified person from respective department.

LTMI's Chief Safety Officer and Safety and Training Coordinator, if available, supported by qualified personnel from respective department will review and address each employee report and safety event, ensuring that hazards and their consequences are appropriately identified and resolved through LTMI's SRM process and that reported deficiencies and non-compliance with rules or procedures are managed through LTMI's Safety Assurance process.

LTMI's Chief Safety Officer discusses actions taken to address reported safety conditions during the quarterly SMS Committee Meetings. Additionally, if the reporting employee provided his or her name during the reporting process, the Chief Safety Officer or designee will follow up directly with the employee and a Union representative to investigate the concern. The Chief Safety Officer will discuss any mitigations that are implemented to the employees through SPAC and Training/Safety Meetings.

LTMI uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to LTMI's leadership. LTMI's SRM process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

LTMI's Safety Risk Assessment Team will work to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of LTMI's SRM process are documented in our Safety Risk Register and referenced materials. Hazards, risk assessments and mitigations will be presented and discussed in the quarterly SMS Committee meetings, Quarterly Safety Planning Advisory Committee meetings, and Operations meetings and Maintenance meetings.

LTMI's SRM process applies to all elements of our system including our operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision.

The SRM is focused on implementing and improving actionable strategies that El Metro has undertaken to identify, assess and mitigate risk. The creation of a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.

FIGURE 4: DRAFT RISK REGISTER

EL METRO RISK REGISTER

REF ID	HAZARD	TYPE	REPORTED BY	REPORTED TO	LIKELIHOOD (A, B, C, D, E)	SEVERITY (1, 2, 3, 4)

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps El Metro is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I. Safety Hazard Identification – 673.25(b)

El Metro has a Job Safety Checklist (Monthly Safety Walk Checklist) and a Safety Equipment Checklist, both of which are found in Section X of the *Safety Policy* (Appendix A). These checklists provide a means of regularly inspecting job sites and equipment to identify potential hazards before they result in negative safety outcomes. El Metro has a Hazard Communication Program located in Section 9 of the *General Rules, Regulations and Policies Employee Handbook.* This program is based on the requirements of the Occupational Safety Health Administration (OSHA)'s Hazard Communication Standard. In addition, El Metro's *Maintenance and Facility Plan* (Appendix A) details procedures for preventative maintenance for vehicles and facilities. Although the current procedures have been effective in achieving our safety objectives, to ensure compliance with 49 CFR Part 673, El Metro is working to implement the following expanded SRM hazard identification process.

The El Metro SRM hazard identification process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infra- structure of a public transportation system; or, damage to the environment.

The safety hazard identification process offers LTMI the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- Through training and reporting procedures, LTMI ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard identification training (TAPTCO) coupled with the ESRP ensures that LTMI has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, Supervisors/Leadership will communicate the identified hazard to the SMS Team and the CSO will register the hazard into the risk register for risk assessment, classification and mitigation.
- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g. *Facility (Lessee) Inspection Work Sheet* (Appendix A) and *Fixed Route Trip Cards* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operations and maintenance. The LTMI *Employee Safety Reporting Program* (Appendix A) contains procedures for flagging and reporting hazards as a part of day-to-day operations using different avenues to report, anonymous or not.

- Supervisors are responsible for performing and documenting regular safety assessments, which include reporting and recommending methods to reduce identifiedhazards.
- LTMI uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and thus ensure that hazards are identified before an eventrecurrence.
- Incident reports are also analyzed by the SMS team (Safety & Training Coordinator and Chief Safety Officer) to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to preventrecurrence.
- The SMS Team uses the following forms for hazard identification and investigation for the purpose of finding causal factors and documenting the mitigations and the mitigation monitoring:
    - From the *ESRP,* the *LTMI_Employee_Safety_Hazard_Reporting_Form*(AppendixA);
    - From the LTMI Workers' Compensation Policy and Procedure (Appendix A), the LTMI Employee Report of Injury 7 2020 and the LTMI Responding Supervisor's Investigation Report of Occupational Injury Form 72020;
    - From the *LTMI Accident and Incident Reporting and Investigation Standard Operating Procedures SOP-AIRIP-201* (Appendix A), the LTMI_Claims_Notice_5 2020, BUS_ACCIDENT_PASSENGER_MANIFEST_52017, SUPERVISORS_REPORT_OF_INCIDENT7 2020, SUPERVISOR_VEHICLE_ACCIDENT_REPORT 5 2020, LTMI_HAZARD_INVESTIGATOR_FORM_4 2020 and theLTMI_ACTION_PLAN_42020;
    - for Mitigation Monitoring, the DEMAND_RESPONSE_MITIGATION_MONITORING_FORMS_7 2020 (Appendix A), FIXED_ROUTE_MITIGATION_MONITORING_FORMS_7 2020 (Appendix A), TRANSIT_CENTER_MITIGATION_MONITORING_FORMS_7 2020 (Appendix A), MAINTENANCE_DEPARTMENT_MITIGATION_MONITORING_FORMS_7 2020 and the LTMI_MITIGATION_FOLLOW_UP_FORM 8.2020 (Appendix A).
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through an anonymous suggestion box outside Operations Department Offices, or anonymous online reporting form www.elmetrotransit.com , or other secure mechanism.
- To increase the safety knowledge of our agency, the CSO, key safety personnel, SPAC Committee and qualified personnel from the respective department are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.

Other sources for hazard identification include:

- ESRP;
- Review of vehicle camera footage;
- Review of monthly performance data and safety performance targets;
- Observations from supervisors;
- Maintenance reports;
- Comments from customers, passengers, and third parties, including LTMI's transit insurance pool and vendors;
- Safety Planning Advisory Committee meetings, SMS Committee meetings, Operations meetings and Maintenance meetings;
- Results of audits and inspections of vehiclesand facilities;
- Results of training assessments;
- Investigations into safety events, incidents, and occurrences
- Inspections of personnel job performance, vehicles, facilities and otherdata
- Safety trend analysis on data currently collected
- Training and evaluation records
- Internal safety audits

External sources of hazard information could include:

- FTA and other federal or state authorities;
- Reports from the public;
- Safety bulletins from manufacturers or industry associations.

When a safety concern is observed by LTMI's management or supervisory personnel, whatever the source, it is reported to LTMI's SMS Team. Procedures for reporting hazards to LTMI's SMS Team are reviewed yearly and recommendations are made by the LTMI Leadership Committee. LTMI's SMS Team also receives employee reports from the ESRP, customer comments related to safety, internal/external inspections and safety event reports. LTMI's Chief Safety Officer reviews these sources for hazards and documents them in LTMI's Safety Risk Register. LTMI's Chief Safety Officer also may enter hazards into the Safety Risk Register based on their review of LTMI's operations and maintenance, the results of audits and observations, and information received from FTA and other oversight authorities, as well as the National Transportation Safety Board. LTMI's Chief Safety Officer may conduct further analyses of hazards and consequences entered into the Safety Risk Register to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, LTMI's SMS Team may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents,etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any past reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reportedhazard.

LTMI's SMS Team will then prepare an agenda to discuss identified hazards and consequences with the Safety Planning Advisory Committee during Quarterly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analysis, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This means that the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or Any State environmental protection standards. Otherwise, the Safety Risk Assessment Team will prioritize hazards for further SRM activity.

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the CSO in identifying the optimal combination of departmental leadership and qualified personnel from the respective department to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

II. *Safety Risk Assessment – 673.25(c)*

As part of the new SRM process, El Metro has developed methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk. The process continues the use of the Risk Register described in the previous section to address the next two components.

To accurately assess a risk, El Metro may need to perform an investigation. El Metro currently investigates accidents or crashes in accordance to the *LTMI Employee Accident / Incident Investigation and Reporting Standard Operating Procedures SOP-AIIP-201* (Appendix A) but will need to develop a full investigation procedure to inform the SRM process. The investigation procedure will start with *LTMI Employee Accident / Incident Investigation and Reporting Standard Operating Procedures SOP-AIIP-201* and the framework found in the *General Rules, Regulations and Policies Employee Handbook* and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the sixth and seventh components of the Risk Register as presented in Figure 5.

FIGURE 5: SAFETY RISK ASSESSMENT STEPS IN POPULATING THE RISK REGISTER

EL METRO RISK REGISTER

REF ID	HAZARD	TYPE	REPORTED BY	REPORTED TO	LIKELIHOOD (A, B, C, D, E)	SEVERITY (1, 2, 3, 4)

LTMI assesses safety risk associated with identified safety hazards using its safety risk assessment process. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The LTMI Safety Risk Assessment Team assess prioritized hazards using LTMI's Safety Risk Matrix (Appendix). This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a *hazard rating*. For example, a risk may be assessed as "1A" or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

Figure 6. Safety Risk Assessment Matrices

Safety Risk Assessment Matrix		
Severity Categories		
Description	**Severity Category**	**Criteria**
Critical	**1**	Could result in one or more of the following: • Death • Multiple serious injuries requiring hospitalization • Irreversible environmental impact • Accident or Incident with a Monetary loss equal to or exceeding $10,000.00
High	**2**	Could result in one or more of the following: • Serious injury requiring hospitalization for more than 48 hours, commencing within 7 days from the dateof event. • Reversible significant environmental impact • Accident or Incident with a Monetary loss equal to or exceeding $5,000.00 but not exceeding 10,000
Medium	**3**	Could result in one or more of the following: • Injury requiring immediate transport away from thescene for medical attention (1 or more persons) that may result in one (1) or more lost workday(s) • Reversible moderate environmental impact • Accident or Incident with a Monetary loss equal to or exceeding $500 but not exceeding $5,000.00
Low	**4**	Could result in one or more of the following: • Injury requiring first aid • Minimal environmental impact • Accident or Incident with a Monetary loss lessthan $500

Likelihood Levels			
Description	**Level**	**Individual item**	**System or Vehicle Fleet**
Frequent	**A**	Likely to occur often in the life of an item.	Continuously experienced. Potential consequence may be experienced greater than or equal to once in 10,833 to 71,624 vehicle revenue miles (VRM).
Probable	**B**	Will occur several times in the life of an item.	Will occur frequently. Potential consequence may be experienced less than twice 21,667 to 143,250 VRM.
Occasional	**C**	Likely to occur sometime in the life of an item.	Will occur several times.Potential consequence may be experienced once per 65,001 to 429,750 VRM.
Remote	**D**	Unlikely, but possible to occur in the life of an item.	Unlikely but can reasonably be expected to occur. Potential consequence may be experienced once per 130,000 to 859,500 VRM.
Improbable	**E**	So unlikely, it can be assumed occurrences may not be experienced in the life of an item.	Unlikely to occur, but possible. Potential consequence may be experienced less than once per 260,000 to 1,719,000 VRM.

Risk Assessment Matrix				
Severity / Likelihood	Critical 1	High 2	Medium 3	Low 4
Frequent - A	**HIGH - 1A**	**HIGH - 2A**	**HIGH - 3A**	**MEDIUM - 4A**
Probable - B	**HIGH - 1B**	**HIGH - 2B**	**MEDIUM - 3B**	**MEDIUM - 4B**
Occasional - C	**HIGH - 1C**	**MEDIUM - 2C**	**MEDIUM - 3C**	**LOW - 4C**
Remote - D	**MEDIUM - 1D**	**MEDIUM - 2D**	**LOW - 3D**	**LOW - 4D**
Improbable - E	**LOW - 1E**	**LOW - 2E**	**LOW - 3E**	**LOW - 4E**

Figure 7. Safety Risk Acceptance Actions.

High = Unacceptable	Risk intolerable, requires action from LTMI Accountable Executive and Chief Safety Officer to mitigate the safety risk immediately,
Medium = Review	Risk reduction/mitigation must be considered. Where risk reduction/mitigation is not practical or viable, acceptance by Accountable Executive is required.
Low = Acceptable	Risk is considered acceptable but would be reviewed if reoccurs.

This matrix also categorizes combined risks into levels, High, Medium, or Low, based on the likelihood of occurrence and severity of the outcome.

For purposes of accepting risk:

- "High" hazard ratings will be considered unacceptable and require action from LTMI Accountable Executive and Chief Safety Officer to mitigate thesafety risk immediately,
- "Medium" hazard ratings will be considered undesirable and require LTMI's SMS Team and Safety Risk Assessment Team to decide regarding their acceptability. Where risk reduction/mitigation is not practical or viable, acceptance by Accountable Executive is required., and
- "Low" hazard ratings may be accepted by the Chief Safety Officer without additional review but monitored by the respective department.
- Using a categorization of High, Medium, or Low allows for hazards to be prioritized for mitigation based on their associated safety risk.

Once sufficient information has been obtained, the Chief Safety Officer will facilitate completion of relevant sections of the Safety Risk Register, using the LTMI Safety Risk Assessment Matrix. The Safety Risk Assessment Team may seek support from the SMS Committee in obtaining additional information to support the safety risk assessment. The Chief Safety Officer will document the safety risk assessment, including hazard rating and mitigation options for each assessed safety hazard in the Safety Risk Register.

The SMS Team will schedule safety risk assessment activities with the qualified person from the respective department and prepare a Safety Risk Assessment Package. The SMS Team will present the Safety Risk Assessment Package in the SMS Committee meeting, Operations meeting, Maintenance meeting and Safety Planning Advisory Committee meeting. This package is distributed at least one week (Approx.) in advance of the meetings. During the meeting, the SMS Team reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package on severity and likelihood.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination means that management must act to mitigate the situation. This is the point in the process when Safety Risk Mitigations are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

The Chief Safety Officer will maintain on file all Safety Committee agendas, Safety Risk Assessment Packages, additional information collection, and completed Safety Risk Register sections for a period of three years from the date of generation.

III. *Safety Risk Mitigation – 673.25(d)*

The El Metro *Safety Policy* (Appendix A) contains a list of Basic Safety Rules that help to mitigate potential risks that may be present in the day-to-day operations of the agency. This list includes rules such as:

- All personnel will be required to attend safetymeetings;
- Warning signs, barricades, and tags will be used to thefullest extent and shall be obeyed; and
- Horseplay on the jobsite is strictly prohibited.

El Metro also has several SOPs/policies/programs in place to help mitigate and prevent potential risks. These include, but are not limited to:

- Aerial Platform and Scissor LiftSOP;
- Powered Industrial TruckSOP;
- Electrical Safety Program;and
- Personal Protective EquipmentSOP.

LTMI's Accountable Executive and Chief Safety Officer review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the SMS Committee and Safety Planning Advisory Committee. LTMI can reduce safety risk by reducing the likelihood and/or severity of potential consequences of hazards.

Prioritization of safety risk mitigations is based on the results of safety risk assessments. LTMI's Chief Safety Officer tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the SMS Committee and Safety Planning Advisory Committee during meetings and to LTMI staff, employees and Contractors upon request.

In the Safety Risk Register, LTMI's Chief Safety Officer will also document any specific measures or activities, such as reviews, observations or audits that will be conducted to monitor the effectiveness of mitigations once implemented (Follow up).

Over the next year, LTMI will provide Instruction-Led Training on Safety Risk Mitigation Process and Procedures to all key personnel and Department Heads.

In addition, as part of the *Employee Safety Reporting Program* (Appendix A), El Metro management and supervisors review all injury and illness documentation annually to analyze occurrences, identify trends, and plan courses of corrective action.

Upon completion of the risk assessment, the CSO, Safety and Training Coordinator and subject matter experts continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level. However, mitigations do not typically eliminate the risk entirely.

To accomplish this objective, the CSO, through the safety risk management team, works with qualified personnel from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution's documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g., roadway construction by an outside agency) information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the El Metro Safety Management System that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) El Metro meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting critical El Metro safety objectives and contribute towards SPTs.

Through our Safety Assurance process, LTMI:

- Evaluates our compliance with operations and maintenance procedures to determine whether our existing rules and procedures are sufficient to control our safetyrisk;

- Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended;
- Investigates safety events to identify causal factors; and
- Analyzes information from safety reporting, including data about safety failures, defects, or conditions.

LTMI has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage from accident to assess drivers and specific incidents,
- Safety surveys,
- ESRP,
- Investigation of safety events,
- Daily data gathering and monitoring of data related to the delivery of service,and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends quarterly by the SMS Committee to determine where action needs to be taken. Upon approval by the SMS Committee, the SMS Team will enter any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for re-evaluation.

LTMI monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer maintains a list of safety risk mitigations in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The Chief Safety Officer establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities (Form used for performance monitoring attached in Appendix B). The Chief Safety Officer will attempt to make use of existing LTMI processes and activities before assigning new information collection activities.

LTMI's SMS Team and Safety Planning Advisory Committee review the performance of individual safety risk mitigations during bimonthly Safety Planning Advisory Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the SMS Team and Safety Planning Advisory Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify this proposed course of action and oversee its execution.

LTMI's SMS Team also monitor LTMI's operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safetyconcerns.

The Chief Safety Officer works with the Safety and Training Coordinator and Accountable Executive to carry out and document all monitoring activities.

LTMI maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see LTMI Safety Event Reporting and Investigation Procedures Manual for specific procedures for Reporting and conducting safety investigations). These procedures also reflect all traffic safety reporting and investigation requirements established by Texas Department of Transportation.

The SMS Team maintains all documentation of LTMI's investigation policies, processes, forms, checklists, activities, and results. As detailed in LTMI's procedures, an investigation report is prepared and sent to the SMS Team for integration into their analysis of the event.

LTMI's SMS Team will determine whether:

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

The SMS Team routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the SMS Team ensure that the concerns are investigated or analyzed through LTMI's SRM process.

The SMS Team also review internal and external reviews, including audits and assessments, with findings concerning LTMI's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the El Metro SA program, El Metro collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. El Metro currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, El Metro will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

El Metro monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with El Metro standard operating procedures through direct observation and review of information from internal reporting systems such as the *Employee Safety Reporting Program* and *Customer Comment/Complaint Procedure and Record Retention Policy* (Appendix A) from both employees and customers.

El Metro addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including revision to training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS – 673.27(B)(2)

Department Heads are required to monitor investigation reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the Department Head resubmits the safety risk/hazard to the SRM process. The CSO will work with the Safety & Training Coordinator and qualified personnel from the respective department to re-analyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II. Safety Event Investigation – 673.27(B)(3)

El Metro currently conducts investigations of safety events. From a SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that El Metro can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

El Metro uses the After-Accident Investigation procedure located in the *General Rules, Regulations and Policies Employee Handbook,* the *LTMI Employee Accident / Incident Investigation and Reporting Standard Operating Procedures SOP-AIIP-201 and the LTMI Workers' Compensation Policy and Procedure* to identify safety and operational risks based on individual assets.

Safety Event Investigations that seek to identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary resource for the collection, measurement, analysis and assessment of information. El Metro gathers a variety of information for identifying and documenting root causes of accidents and incidents, including but not limited to:

- Stop, identify yourself and Radio Dispatch immediately giving them the location and your bus number. (A Supervisor or Dispatcher will call the Police and Ambulance when necessary). Employees are required to report all accidents/incidents within five (5) minutes after the occurrence. Dispatch will notify the Safety and Training Coordinator and a Route Supervisor of the accident/incident.
- Assist the injured person, but do not move them except to avoid danger. Use extreme care and protect yourself avoiding contact with bodily fluids.
- Secure full names, addresses, and telephone numbers of:
    a. Passengers
    b. Other driver
    c. Injured persons
    d. Witnesses
- Make a sketch showing names of streets, positions of cars, and direction of traffic at the time of the accident.
- Do not argue, accuse, nor give statements to the media or bystanders.

- Do not discuss the mechanical condition of the vehicle with anyone except Company Supervisory personnel
- Refer the operator for required drug and alcohol testing in compliance with 49 CFR § 655.44 Post-accident testing, if thesafety event meets the definition of accident in 49 CFR §655.44.
- Dispatcher on duty or Route Supervisor will give the Operator an incident report to complete before the Operator leaves that day. Dispatcher will transmit the Operator's report to the Safety & Training Coordinator.
- The CSO and the Safety & Training Coordinator, working with qualified personnel from the respective department, evaluate the incident reports and other available information to determine the root cause of the accident/event. Follow up with driver or other cognizant parties may be necessary to elicit additional information.
- The CSO identifies any hazards noted in the incident report and refers those hazards to the SRM process.

After the accident has been cleared up by law enforcement, an employee shall not leave the scene until released by Dispatcher or Supervisor. It is extremely important that the employee creates a complete, specific, and legible report. The employee must complete and submit the report of the accident by the end of his/her work schedule. A complete, specific, and legible report must be made for every accident or incident, however slight, which occurs on or near a company vehicle in case of a passenger or pedestrian accident; even if the person involved declines to give his name or states that he is unhurt, a full report should be made.

The El Metro *Drug and Alcohol Policy* (Appendix A) requires that any accidents resulting in a fatality will subject any involved El Metro employee to post-accident drug and alcohol testing. The policy also provides the conditions under which employees will be subject to post-accident drug and alcohol testing following an accident resulting in no fatalities.

In addition, the *General Rules, Regulations and Policies Employee Handbook* contains procedures for how to react to and report other more specific incidents, such as hit and runs, fires on vehicles, and disabled vehicles.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, our agency monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated and, if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, El Metro is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

C. Safety Promotion – 673.27

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that El Metro will implement and how safety related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

El Metro provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the employee's position. In addition, regular Operations and Maintenance safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, El Metro will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and the respective staff safety related-responsibilities.
- Assess the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (ElMetro is not subject to the requirements under 49 CFRPart 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Assess the training material available on the FTA PTASP Technical AssistanceCenter website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety related activities for each general staffcategory.
- Develop expectations for ongoing safety training and safety meetingattendance.
- Develop a training matrix to track progress on individuals and groups within the organization.

- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

LTMI SMS implementation is important and the CSO is the resource person for providing a corporate perspective on LTMI's approach to safety management. OSHA, FTA, TXDOT and SMS training will be provided to key personnel and all Department Heads. Courses, conferences or training seminars will include but are not limited to:

- Defensive Driver Training
- Behind-the-Wheel Training
- On-The-Job Training for Maintenance Functions
- Occupational Safety Training
- Informal Staff Meetings
- Webinars
- Formal Certification from Accredited Institutions
- Other Forms of Training Required for Employees and Contractors Designated As "Directly Responsible for Safety"

Safety Management training topics may include:

- **Initial Safety Training for All Staff**
  - Basic principles of safety management including the integrated nature of SMS, risk management, safety culture,etc.
  - Corporate safety goals and objectives, safety policy, and safetystandards
  - Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
  - Organizational structure, roles and responsibilities of staff in relation tosafety
  - Transit agency's safety record, including areas of systemicweakness
  - Requirements for ongoing internal assessment of organization safety performance (e.g. employee surveys, safety audits, and assessments)
  - Reporting accidents, incidents, and perceived hazards
  - Lines of communication for safety managers
  - Feedback and communication methods for the dissemination of safety information
  - Safety promotion and information dissemination

- **Safety Training for Operations and Maintenance Personnel**
  - Unique hazards facing operational personnel
  - Seasonal safety hazards and procedures (e.g. winter/Summer operations)
  - Procedures for hazard reporting
  - Procedures for reporting safety events (accidents and incidents)
  - Emergency procedures
  - De-escalation training
  - Assault Awareness and Prevention for Transit Operators/Workers

- **Safety Training for Key Personnel and Department Heads**
  - Principles of the SMS
  - Management responsibilities and accountabilities for safety
  - Legal issues (e.g. liability)

- **Training for the Chief Safety Officer and Safety & Training Coordinator**
  - Familiarization with different transit modes, types of operation, routes, etc.
  - Understanding the role of human performance in safety event causation and prevention
  - Operation of the SMS
  - Investigating safety events
  - Crisis management and emergency response planning
  - Safety promotion
  - Communication skills
  - Performing safety audits and assessments
  - Monitoring safety performance
  - National Transit Database (NTD) safety event reporting requirements

II. *Safety Communication – 673.29(b)*

LTMI's SMS Team coordinate LTMI's safety communication activities for the SMS. LTMI's Communication activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- **Communicating safety and safety performance information throughout the agency:** LTMI communicates information on safety and safety performance in all Safety Planning Advisory Committee meetings and during quarterly SMS Committee Meetings. LTMI also has a permanent agenda item in all Operations and Maintenance Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact LTMI's service or safety performance, and updates regarding SMS implementation. LTMI also requests information from drivers during these meetings, which is recorded in meeting minutes. Finally, LTMI's Safety and Training Coordinator posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms, advertising safety messages and promoting awareness of safety issues.

- **Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:** As part of new-hire training, LTMI distributes all respective safety policies and procedures, to all employees. LTMI provides training on these policies and procedures and discusses them during safety talks between Administration, Supervisors, Operators and Maintenance. For newly emerging issues or safety events at the agency, LTMI's Chief Safety Officer issues bulletins or messages to employees that are reinforced by supervisors in using Be Safe or group discussions with employees.

- **Informing employees of safety actions taken in response to reports submitted through the ESRP:** LTMI provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, Safety Planning Advisory Committee meetings, safety meetings, Be Safe and one-on-one discussions between employees and supervisors.

El Metro regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3.A.I) or other means.

Over the next year, LTMI will have a staff meeting to discuss Safety Communication Processes and Methods.

Methods of communication are:

- New Employee Orientation;
- Driver's Training;
- Internal Marketing Strategies;
- Instructor-Led Training;
- Safety Meetings;
- El Metro Toolbox Talk (Safety Bulletin);
- Safety Planning Advisory Committee;
- Staff Meetings;
- Department bulletin boards;
- Employee handbooks;
- Safety plans and strategies are communicated throughout the organization to all personnel; and
- Significant events and investigation outcomes associated with the organization are communicated to all personnel, including contracted organizations where appropriate.

Safety plans and strategies are communicated throughout the organization to all personnel. Organizational roles and duties in SMS are presented and explained to SMS key staff. Significant events and investigation outcomes associated with the LTMI are communicated to all personnel, contracted organizations and the Union where appropriate.

El Metro reports any safety related information to the Laredo Mass Transit Board at their regular meetings and will begin including safety performance information. In addition, El Metro holds regularly scheduled meetings with drivers to ensure that any safety related information is passed along that would affect the execution of the drivers' duties. El Metro also posts safety related and other pertinent information in a common room for all employees at all worksites and holds monthly safety and training meetings with all employees.

El Metro will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how the information should be reported and to whom, El Metro will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, El Metro will review our current communications strategies and determine whether others are needed. As part of this effort, El Metro has conducted, and will continue to conduct, a Safety Culture Survey to understand how safety is perceived in the workplace and what areas El Metro should be addressing to fully implement a safety culture at our agency.

5. SAFETY REDUCTION PROGRAM – 673.27(A)

I. ***Vehicular and Pedestrian Accidents*** - Part 673. 49 U.S.C 5329 (d)(1)(I) The safety risk assessment process will be used to assess the safety risks associated with vehicular and pedestrian accidents. This program will assist in reducing the likelihood of risk in transit operations and improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the National Transit Database.

II. ***Assault on Transit Workers*** - 49 U.S.C. 5329(d)(1)(I)(ii) As noted in the statue, assault mitigation infrastructure and technology include barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators. El Metro comprehensive agency safety plan includes... (I) a risk reduction program ... including... (ii) the mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators when a risk analysis performed by the safety committee ... determines that such barriers or other measures would reduce assaults on transit workers and or injuries to transit workers.

III. ***Risk Reduction Performance Targets*** – Part 67 49 U.S.C. 5329(d)(1)(H) El Metro will add SPT's when published by the national transit database (NTD) under section 5335. In order to reflect the broad and varied nature of risk reduction performance, the recipient may review and choose to adopt the 3- year rolling average as a goal to maintain the current level of risk reduction while addressing new Part 673 requirements.

6. PUBLIC HEALTH – CFR 49 U.S.C. 5329(d)(1)(D) El Metro aim to prevent diseases, disability, and death cause by a wide range of exposure to infectious diseases. Consistent with guidelines of the center for disease control prevention and or state/local health authority to minimize exposure to infectious diseases, El Metro has in place the Pandemic Response to infectious diseases Plan. Through the process described in the agency's safety plan SMS process, El Metro will continue to identify and implement strategies to minimize the exposure of the public, personnel, and the property to hazards and unsafe conditions though the elimination, prevention, and control of infectious diseases.

7. APPENDIX A

TABLE 8: PTASP SUPPORTING DOCUMENTS

File Name	Revision Date
Accidents Incidents 2018.xlsx	2018
CIRCULATOR C1, C2 & C3 BIfold.pdf	2024
COA 2015 Report.pdf	November, 2005
Customer Reporting Procedures.pdf	July, 2018
Drug and Alcohol Policy.pdf	1/15/2019
El Metro 2016 Transit Develop Appendix C.pdf	2016
El Metro 2016 Transit Development Plan.pdf	2016
El Metro 2016 Transit Development Plan Appendix A.pdf	2016
El Metro 2016 Transit Development Plan Appendix B.pdf	2016
El Metro 2016 Transit Development Plan Chapter 1.pdf	2016
El Metro 2016 Transit Development Plan Chapter 2.pdf	2016
El Metro 2016 Transit Development Plan Chapter 3.pdf	2016
El Metro 2016 Transit Development Plan Chapter 4.pdf	2016
El Metro 2016 Transit Development Plan Chapter 5.pdf	2016
El Metro 2016 Transit Development Plan Chapter 6.pdf	2016
El Metro 2016 Transit Development Plan Chapter 7.pdf	2016

File Name	Revision Date
City of Laredo IST Information Security Response Plan 5.5.2020	4/22/2019
Cybersecurity Training Certification (STV-4918) 8.14.2020	
El Metro 2016 Transit Development Plan Chapter 8.pdf	2016
El Metro 2016 Transit Development Plan Chapter 9.pdf	2016
El Metro 2016 Transit Development Plan Executive Summary.pdf	2016
El Metro Overview.docx	
El Metro Safety Policy 9 19 2019.doc	9/19/2019
El Metro TAMP Appendix A.pdf	
El Metro TAMP Appendix B.pdf	
El Metro TAMP Chapter 1.pdf	January, 2017
El Metro TAMP Chapter 2.pdf	January, 2017
El Metro TAMP Chapter 3.pdf	January, 2017
El Metro TAMP Chapter 4.pdf	January, 2017
El Metro TAMP Chapter 5.pdf	January, 2017
El Metro TAMP_Combined.pdf	January, 2017
El Metro Vehicle Listing FY 18-19_Updated 6-20.19_Granados Copy.xlsx	6/20/2019
Employee Handbook 8-08-2017 final.docx	July, 2017
Ethics and Compliance Program.pdf	7/21/2017

File Name	Revision Date
FTA 2018 TRIENNIAL FINAL REPORT.pdf	6/11/2018
Information Security Incident Response Plan.pdf	4/22/2019
Job Descriptions.pdf	
Laredo EL Metro Asset Inventory 022717.xlsm	2/27/2017
Laredo Mass Transit Board.docx	
Laredo Transit Management and Teamsters 657 2018-21 CBA.pdf	10/1/2018
Laredo Transit Management, Inc - 2017 Agency Profile.pdf	2017
Laredo_MPO_Boundary_Map.pdf	December, 2007
LTMI Aerial Platform and Scissor Lift Spore 9-19-19.docx	10/8/2019
LTMI Bloodborne Exposure Control_Rev_9-19-19.doc	June, 2017
LTMI Electrical Safety Program_9-20-19.docx	10/8/2019
LTMI Emergency Action Plan_9-20-19.docx	10/8/2019
LTMI Employee Accident Incident Investigation and Reporting SOP.docx	3/18/2020
LTMI_EMPLOYEE_SAFETY_REPORTING_PROGRAM 3 9 2020.docx	3/9/2020
LTMI Fall Protection Policy_9-20-19.docx	10/8/2019
LTMI Funding Sources.docx	2019
LTMI Hazard Communication_9-20-19.docx	1/1/2015
LTMI Lockout Tagout_9-20-19.docx	1/27/2006
LTMI Powered Industrial Truck Spore 9-19-19.docx	9/19/2019

File Name	Revision Date
LTMI PPE Policy 9-19-19.docx	10/8/2019
LTMI Purchasing Policy Revised Oct 2, 2018_Tri2018_PDF.pdf	10/2/2018
LTMI Respiratory Protection Program_9-20-19.docx	10/8/2019
LTMI_SAFETY_PERFORMANCE_2 10 2020.xlsx	2/10/2020
Maintenance & Facility Plan Updated 8-8-18_pdf Format (1).pdf	8/8/2018
MOU- LAREDO MPO-TXDOT-TRANSIT - 2018- EXECUTED.pdf	2/20/2018
MPO.pdf	
EL_METRO_ORGANIZATIONAL_CHART 1.8.2021 (3) (2).docx	2/21/2025
Performance Measures.pdf	
Route 1 BIfold.pdf	
Route 2A BIfold.pdf	
Route 2B BIfold.pdf	
Route 3 BIfold.pdf	
Route 4 BIfold.pdf	
Route 5 BIfold.pdf	
Route 6 BIfold.pdf	
Route 7 BIfold.pdf	
Route 8A BIfold.pdf	
Route 8B BIfold.pdf	
Route 9 BIfold.pdf	
Route 10 BIfold.pdf	
Route 11 BIfold.pdf	
Route 12A BIfold.pdf	
Route 12B BIfold.pdf	
Route 13 BIfold.pdf	
Route 14 BIfold.pdf	
Route 15 BIfold.pdf	
Route 16 BIfold.pdf	
Route 17 BIfold.pdf	

File Name	Revision Date
Route 18 BIfold.pdf	
Route 19 BIfold.pdf	
Route 20 BIfold.pdf	
Route C1 BIfold.pdf	
Route C2 BIfold.pdf	
Route C3 BIfold.pdf	
Safety Inspections Audits.pdf	
SAFETY MANAGEMENT POLICY.docx	3/17/2020
SPAC Meetings.pdf	
SPAC MEMBERSHIP 7 29 2022 (3).docx	7/29/2022
TAPTCO Training.pdf	
LTMI Workers' Compensation Policy and Procedure 7.9.2020	
DEMAND_RESPONSE_MITIGATION_MONITORING_FORMS_7 2020.xlsx	
FIXED_ROUTE_MITIGATION_MONITORING_FORMS_7 2020.xlsx	
TRANSIT_CENTER_MITIGATION_MONITORING_FORMS_7 2020.xlsx	
MAINTENANCE_DEPARTMENT_MITIGATION_MONITORING_FORMS_7 2020.xlsx	
LTMI_MITIGATION_FOLLOW_UP_FORM 8.2020.pdf	
Laredo El Matriptase 7 20 2020.docx	
LTMI Vehicle Anti-Idling Policy 10.15.2021.pdf	
LTMI Cart, Stroller and Cargo Policy 10.15.2021.pdf	
LTMI COVID-19 Vaccination Policy 12.24.2021.pdf	
LTMI COVID-19 Vaccination Policy 11.15.2021.pdf	

A Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from revenue.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers,toes,or
- nose);
- Causes severe hemorrhages, nerve, muscle, or tendondamage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B. Additional Acronyms Used

ASP: Agency Safety Plan

El Metro: Laredo Transit Management, Inc./El Metro Transit, City of Laredo, Texas

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

LTMI: Laredo Transit Management, Inc.

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

OSHA: Occupational Safety and Health Administration

SOP: Standard Operating Procedure

SPAC: Safety Planning Advisory Committee

TxDOT: Texas Department of Transportation

FTA: Federal Transit Administration

NSP: National Public Transportation Safety Plan

MB/DO: Motorbus Directly Operated

DR/DO: Demand Response Directly Operated

8. APPENDIX B

A City Council / Board Minutes or Resolution

B Record of Changes

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 9: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Version 1	Whole Document	Initial Version	Adrian Chavera	April 14, 2020
Version 2	Cover Page	Changed color Header and footer	Adrian Chavera	February 5, 2021
Version 2	Table of Contents/Page 2	Updated Page Numbers	Adrian Chavera	February 5, 2021
Version 2	List of Figures /Page 3	Replaced "Matrix" with "Matrices"and also added "Safety Risk Acceptance Actions" also Updated Page Numbers.	Adrian Chavera	February 5, 2021
Version 2	List of Tables/ Page 3	Added table 5 and moved record of changes to the end due to the long changes. I also updated the page numbers.	Adrian Chavera	February 5, 2021
Version 2	Executive Summary/ Page 4	Changed management to Leadership.	Adrian Chavera	February 5, 2021
Version 2	Executive Summary/ Page 4	Capitalized administration and operations.	Adrian Chavera	February 5, 2021
Version 2	Section 1. Executive Summary/ Page 4	"the Texas Department of Transportation (TxDOT) has developed the initial Agency Safety Plan (ASP) in collaboration with Laredo Transit Management, Inc. and the Laredo Transit Management, Inc. has updated the initial Agency Safety Plan to develop the second version of the Public Transportation Agency Safety Plan in collaboration with the City of Laredo and the Laredo Mass Transit Board with fiduciary responsibility for (LTMI)".	Adrian Chavera	February 5, 2021
Version 2	Section B/Page 5	Added this section "In addition, El Metro will certify compliance with the PTASP regulation through FTA's Transit Award Management System (TrAMS) and the annual Certifications and Assurances process."	Adrian Chavera	February 5, 2021
Version 2	Section 1/Page 6	Changed "two" to "three"	Adrian Chavera	February 5, 2021
Version 2	Table 1. Agency Information/Page 7	Changed color scheme for all tables to match our brand.	Adrian Chavera	February 5, 2021
Version 2	Table 1. Agency Information, page 7	Added Monica Garcia, AGM of Administration/PIO	Adrian Chavera	February 5, 2021

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Version 2	Table 1. Agency Information/Page 7	Added Arturo Trevino as a Key Staff member for safety.	Adrian Chavera	February 5, 2021
Version 2	Figure 1/Page 8	Added revised LTMI Organizational Chart.	Adrian Chavera	February 5, 2021
Version 2	Section 3. Part A. Page 10	Signature line has been added for the Safety Management Policy Statement.	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program/ Page 11	Changed from "an" to "the" and added "LTMI".	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program/Page 11	Changed "the" to "their" and capitalized Supervisors.	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program/Page 11	Changed "head" to "leadership"	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program/Page 11	Added the "LTMI Employee Safety Hazard Reporting Form (Appendix A)".	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program/Page 11	Removed "Over the next year "and added "During the annual review".	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program, last paragraph/Page 11	Removed "In order to implement "and put "LTMI Employee Safety Reporting Program Implementation"	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program/ Page 11	Removed "The procedures will also be provided to the union" and put "The LTMI Employee Safety Reporting Program was forwarded, via certified mail, to the Union"	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting Program/Page 11	Removed "The procedures will also be provided to the union" and added "On march 23, 2020, El Metro forwarded the LTMI Employee Safety Reporting Program and memo, via certified mail, to the Union"	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting program/Page 12	Removed "will also spell out" and put "also includes"	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting program, 1st paragraph, 3rd sentence/Page 12	Added afforded "to" employees	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting program, 1st paragraph, 3rd sentence/Page 12	Removed "will" and added an "s" to the word "describe".	Adrian Chavera	February 5, 2021
Version 2	Section I. Employee Safety Reporting program, 1st Paragraph/ Page 12	Removed "will" and added an "s" to the word "elaborate".	Adrian Chavera	February 5, 2021

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Version 2	Section I. Employee Safety Reporting program, 2nd Paragraph/ Page 12	Removed "also" and put "continue to".	Adrian Chavera	February 5, 2021
Version 2	Section II. Communicating the Policy Throughout the Agency, 1st paragraph/ Page 12	Added "LTMI initiated the communication on August 4, 2020 to all Executive Leadership, Administration, All Department Leadership and Route Supervisors"	Adrian Chavera	February 5, 2021
Version 2	Section II. Communicating the Policy Throughout the Agency, Page 13	Added Email and WebEx webinar to possible methods of communicating.	Adrian Chavera	February 5, 2021
Version 2	Section B., Page 13	Removed "Laredo Urban Transportation Study" and put "Laredo & Webb county Area Metropolitan Planning Organization".	Adrian Chavera	February 5, 2021
Version 2	Section B/Page 13	Removed "conducts a yearly" and added "conducted a"	Adrian Chavera	February 5, 2021
Version 2	Section B/ Page 14	Added date "October 28, 2019" for documentation purposes.	Adrian Chavera	February 5, 2021
Version 2	Section C/Page 15	Revised timeline and deadlines.	Adrian Chavera	February 5, 2021
Version 2	Section C/Page 15	New location of the Record ofchanges.	Adrian Chavera	February 5, 2021
Version 2	Section F/Page 16	Changed Table Numbers because I moved the ASP Record of Changes to the end. So, they start at 3 and end at 9. All pages were updated as well in the list of tables.	Adrian Chavera	February 5, 2021
Version 2	Table 4/Page 16	Updated Baseline data for 2020	Adrian Chavera	February 5, 2021
Version 2	Table 5/Page 17	Added 5-year Safety Performance Data so, people can see where I get the baseline.	Adrian Chavera	February 5, 2021
Version 2	Section F/Page 18	Updated the statement on setting Safety Performance Targets.	Adrian Chavera	February 5, 2021
Version 2	Table 6., Page 18	Updated data for 2020 baseline and 2021 targets.	Adrian Chavera	February 5, 2021
Version 2	Table 6/Page 18	Updated data for 2020 baseline and 2021 targets.	Adrian Chavera	February 5, 2021
Version 2	Section G/Page 19.	Removed "Laredo Urban Transportation Study and added "Laredo & Webb county Area Metropolitan Planning Organization".	Adrian Chavera	February 5, 2021
Version 2	Section A. Safety Risk Management, Section B. Safety Assurance and Section Safety Promotion/ Page 21 to 43	Revised all Processes.	Adrian Chavera	February 5, 2021
Version 2	Figure 4/Page 22	Updated	Adrian Chavera	February 5, 2021

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Version 2	Section I. Safety Hazard Identification/Page 24	Hazard Investigation forms inserted.	Adrian Chavera	February 5, 2021
Version 2	Figure 5/Page 28	Updated	Adrian Chavera	February 5, 2021
Version 2	Figure 6 and 7/Page 29,30 and 31	Updated	Adrian Chavera	February 5, 2021
Version 2	Table 8 PTASP Supporting Documents/Page 45	Added Cyber Security Training and Certification 8.14.2020,	Adrian Chavera	February 5, 2021
Version 2	Table 8. PTASP Supporting Documents, Page 48	Added LTMI Workers' Compensation Policy and Procedure 7.9.2020.	Adrian Chavera	February 5, 2021
Version 2	Table 8. PTASP Supporting Documents, Page 48	Added Demand Response Mitigation Monitoring Forms 7.2020.	Adrian Chavera	February 5, 2021
Version 2	Table 8. PTASP Supporting Documents, Page 48	Added fixed Route Mitigation Monitoring Forms 7.2020.	Adrian Chavera	February 5, 2021
Version 2	Table 8. PTASP Supporting Documents, Page 48	Added Transit Center Mitigation Monitoring Forms 7.2020.	Adrian Chavera	February 5, 2021
Version 2	Table 8. PTASP Supporting Documents, Page 48	Added Maintenance Department Mitigation Monitoring Forms 7.2020.	Adrian Chavera	February 5, 2021
Version 2	Table 8. PTASP Supporting Documents, Page 48	Added - LTMI Mitigation Follow-up form, 7.2020.	Adrian Chavera	February 5, 2021
Version 2	Table 8. PTASP Supporting documents, Page 48	Added Laredo El Metro PTASP 7 20 2020 document.	Adrian Chavera	February 5, 2021
Document Version	**Section/Pages Changed**	**Reason for change**	**Reviewer Name**	**Date of Change**
Version 3	Title Page, Page 1	Updated Version 2 to Version 3	Sergio Gomez	February 22, 2022
Version 3	Title Page, Page 1	Added Mass Transit Board Approved Plan date 03-21-2022	Sergio Gomez	February 22, 2022
Version 3	Section 1. Executive Summary, Page 4	Fourth paragraph, removed the word second, and added third.	Sergio Gomez	February 22, 2022
Version 3	Section 1. Part A. Plan Adoption, Page 5	Removed, General Manager, Claudia San Miguel; Added New General Manager, Robert J. Garza.	Sergio Gomez	February 22, 2022
Version 3	Section 1. Part A. Plan Adoption, Page 5	Approval date and Resolution No. Updated	Sergio Gomez	February 22, 2022
Version 3	Section 1. Part B. Certification of Compliance, Page 5	Date of Certification updated	Sergio Gomez	February 22, 2022
Version 3	Section 2. Transit Agency Information, Page 6	Changed "First Transit" to HTG (Hendrickson Transportation Group)	Sergio Gomez	February 22, 2022
Version 3	Section 2. Transit Agency Information, Page 6	Second paragraph, Re-worded last sentence, "The El Metro main office/transfer center is located at 1301 Farragut St., Laredo, TX78040" to.	Sergio Gomez	February 22, 2022

Document Version	Section/Pages Changed	Reason for change	Reviewer Name	Date of Change
Version 3	Section 2. Transit Agency Information, Page 6	Cont. "The El Metro main office is located at Transit Center, 1301 Farragut 3rd Floor, Laredo, TX 78040".	Sergio Gomez	February 22, 2022
Version 3	Section 2. Transit Agency Information, Page 6	Second to last paragraph, Changed "First Transit" to "HTG".	Sergio Gomez	February 22, 2022
Version 3	Section 2. Agency Information, Page 6	Changed "Assistant General Manager of Maintenance and Facilities" to "Assistant General Manager of Operations and Maintenance"	Sergio Gomez	February 22, 2022
Version 3	Section 2. Transit Agency Information Page 6	Removed "Mobility Manager	Sergio Gomez	February 22, 2022
Version 3	Section 2. Table 1. Agency Information, Page 7	Changed Accountable Executive "Claudia San Miguel" To "Robert J. Garza"	Sergio Gomez	February 22,2022
Version 3	Section 2. Table 1. Agency Information, Page 7	Changed "Adrian Chavera" to "Sergio Gomez"	Sergio Gomez	February 22,2022
Version 3	Section 2. Table 1. Agency Information, Page 7	Update Key staff title "AGM of Operation and Facilities" to "AGM of Operation and Maintenance "	Sergio Gomez	February 22, 2022
Version 3	Section 2. Figure 1. El Metro Organizational Chart, Page 8	Revised Organizational Chart	Sergio Gomez	February 22, 2022
Version 3	Section 3. Safety Policies and Procedures, Page 10	Changed El Metro General Manager "Claudia San Miguel" To "Robert J. Garza"	Sergio Gomez	February 22, 2022
Version 3	Section 3. Table 2. ASP Annual Timeline, Page 14 -15	Updated	Sergio Gomez	February 22, 2022
Version 3	Section 3. Table 4. Baseline Safety Performance Measures, Page 16	Updated Baseline year on table 4. "2020" to "2021"	Sergio Gomez	February 22, 2022
Version 3	Section 3. Table 5. Safety Performance Measures, Page 17	Updated 5 Year Safety Performance Table for El Metro by Mode of Service Chart	Sergio Gomez	February 22. 2022
Version 3	Section 3. Table 6. Safety Performance Measures, Page 18	Updated Safety Performance Targets for Fix Routes	Sergio Gomez	February 22, 2022
Version 3	Section 3. Table 7. Safety Performance Measures, Page 18	Updated Safety Performance Targets for On Demand Response	Sergio Gomez	February 22, 2022
Document Version	**Section/Pages Changed**	**Reason for change**	**Reviewer Name**	**Date of Change**
Version 4	Title Page, Page 1	Updated Version 3 to Version 4	Sergio Gomez	Dec 30, 2022
Version 4	Title Page, Page 1	Updated adoption date	Sergio Gomez	Dec 30, 2022
Version 4	Section 1 Executive Summary, Page 4	Fourth paragraph, change the word Third to Fourth	Sergio Gomez	Dec 30, 2022

Document Version	Section/Pages Changed	Reason for change	Reviewer Name	Date of Change
Version 4	Section 1 Part A. Plan Adoption, Page 5	Accountable Executive signature and Date, Updated	Sergio Gomez	Feb 02, 2023
Version 4	Section 1 Part A Plan Adoption, Page 5	City Council/Mass Transit Board Approval Date and Resolution No., updated	Sergio Gomez	Feb 02, 2023
Version 4	Section 1., Part B. Certification of Compliance, Page 5	Certification of Compliance Date: Updated	Sergio Gomez	Feb 02, 2023
Version 4	Section 2 Transit Agency Information, 1st paragraph, Page 6	Changed "HTG" to Hendrickson Transportation Group, Inc	Sergio Gomez	Feb 02, 2023
Version 4	Section 2 Transit Agency Information, 2nd paragraph, Page 6	Added "ST." to 1301 Farragut	Sergio Gomez	Feb 02, 2023
Version 4	Section 2 Transit Agency Information, 4th paragraph, Page 6	Updated Management Team Members	Sergio Gomez	Feb 02, 2023
Version 4	Section 2. Table 1, Agency Information, Page 7	Removed 5311 as an FTA Funding Type	Sergio Gomez	Feb 02, 2023
Version 4	Section 2, Figure 1. El Metro Organizational Chart, Page 8	Updated Organizational Chart	Sergio Gomez	Feb 02, 2023
Version 4	Section 2. Part A. Authorities and Responsibilities, Page 9	Removed "over the next year" also, replaced Payroll and Benefits Coordinator with Human Resources	Sergio Gomez	Feb 02, 2023
Version 4	Section 3. Safety Policies and Procedures, Part A. Page 10	Added new approval signature and date of effectiveness	Sergio Gomez	Feb 02, 2023
Version 4	Section 3. Part 1 Employee Safety Reporting Program, Page 11	Added "ESRP" abbreviation to the end of Employee Safety Reporting Program	Sergio Gomez	Feb 02, 2023
Version 4	Section 3 Part II. Communicating the Policy Throughout the Agency last Paragraph, Page 13	Added "SPAC" abbreviation to the term Safety Planning Advisory Committee.	Sergio Gomez	Feb 02, 2023
Version 4	Section 3 Part C. PTASP Annual Review, Table 2. ASP Timeline, Page 14	Added: SPAC will approve ASP and any updates	Sergio Gomez	Dec 30, 2022
Version 4	Section 3 Part D. Safety Committee Pg.14	FTA: New Requirement Safety Committee (SPAC)	Sergio Gomez	Dec 30, 2022
Version 4	Section 3 Part C., Annual Review timeline last Paragraph page 15	Added; February 1 to March 5, (SPAC) approve ASP and updates	Sergio Gomez	Dec 30, 2022

Document Version	Section/Pages Changed	Reason for change	Reviewer Name	Date of Change
Version 4	Section 3 Part F. Safety Performance Targets, Page 16 Table 4.	Update Baseline year on Table 4. "2022" to "2023"	Sergio Gomez	Feb 02, 2023
Version 4	Section 3. Table 6. Safety Performance Measures, Page 18	Updated Safety Performance Targets for Fix Route	Sergio Gomez	Feb 02, 2023
Version 4	Section 5 Risk Reduction Program Pg. 43	FTA: New Requirement Safety Risk Reduction Program: Vehicular and Pedestrian Accidents	Sergio Gomez	March 20, 2023
Version 4	Section 5 Risk Reduction Program Pg. 43	FTA: New Requirement Safety Risk Reduction Program: Assault on Transit Workers	Sergio Gomez	March 20, 2023
Version 4	Section 5 Risk Reduction Program Pg. 43	FTA: New Requirement Safety Risk Reduction Performance Targets	Sergio Gomez	March 20, 2023
Version 4	Section 3. Table 7. Safety Performance Measures, Page 18	Updated Safety Performance Targets for Demand Response	Sergio Gomez	Feb 02, 2023
Version 4	Section 4-part 1 Safety Competency and Training Pg.41	FTA: New Requirement de-escalation training added.	Sergio Gomez	March 20, 2023
Version 4	Section 4 Part 5 Public Health Pg. 44	FTA: New Requirement Plan to minimize exposure to infectious disease	Sergio Gomez	March 20, 2023
Version 4	Section 7 Appendix A Table 8 Pg.44	Added Bifold. Pdf for C1, C2 and C3.	Sergio Gomez	Feb 02, 2023
Document Version	**Section/Pages Changed**	**Reason for change**	**Reviewer Name**	**Date of Change**
Version 5	Title Page, Pg. 1	Update from Version 4 to version 5. Adoption date, updated	Sergio Gomez	Jan 11, 2024
Version 5	Section 1. Part A. Plan Adoption Page 5	Update – Signature and date of compliance	Sergio Gomez	Jan 11, 2024
Version 5	Section 1. Plan Adoption Account Executive Signature Pg. 5	Changed - General Manager to Transit Director	Sergio Gomez	Jan. 11, 2024
Version 5	Section 1 Part A. Plan Adoption, Page 5	City Council/Mass Transit Board Approval Date and Resolution No., updated	Sergio Gomez	Jan 11, 2024
Version 5	Section 1 Part B. Certification of Compliance Pg. 5	Agency Safety Plan certification date updated.	Sergio Gomez	Jan 11, 2024
Version 5	Section 2. Transit Agency Information, Page 6	Changed – "General Manager" to Transit Director" on paragraph 1 and last paragraph	Sergio Gomez	Jan 11, 2024
Version 5	Section 2. Transit Agency Information, Page 6	Changed – "Three" to "Two" Assistant General Managers	Sergio Gomez	Jan 11, 2024
Version 5	Section 2. Table 1: Agency Information Page 7	Changed - Title of Account Executive from General Manager to Transit Director	Sergio Gomez	Jan 11, 2004

Document Version	Section/Pages Changed	Reason for change	Reviewer Name	Date of Change
Version 5	Section 2. Table 1 Agency Information Pg. 7	Remove PIO title from AGM of Administration, Monica Garcia	Sergio Gomez	Jan 11, 2024
Version 5	Section 2. Figure1: El Metro Organizational Chart, Pg. 8	Updated Organizational Chart, Signature and date of certification	Sergio Gomez	Jan 11, 2024
Version 5	Section 3. Safety Policies and Procedures Part A. Pg. 10	Changed – "El Metro General Manager" to "Transit Director" Update – date of certification	Sergio Gomez	Jan 11, 2024
Version 5	Section 3. Part E. PTASP Maintenance Pg.15	Removed – "implementation status" for "any Federal transit Administration (FTA) General Directives"	Sergio Gomez	Jan 11, 2024
Version 5	Section 3. Part G. Table 3. NSP, Safety Performance Measures Page 16	Added – "As National Transportation Safety Plan updates so will SPT's"	Sergio Gomez	Jan 11, 2024
Version 5	Section 3 Part G. Table 4. Baseline Page 16	Added - Baseline for 2024; LTMI Safety Performance Measures to title.	Sergio Gomez	Jan 11, 2024
Version 5	Section 3 Part G. Table 4. Baseline Page 16	Updated LTMI Safety Performance Measures.	Sergio Gomez	Jan 11, 2024
Version 5	Section 3. Part G. Table 5. 5-Year Safety Performance by Mode of Service. Page 17	Updated Safety Performance Targets for El Metro by Mode of Service. 5-Year rolling average	Sergio Gomez	Jan 11, 2024
Version 5	Section 3. Part G. Tables 6 &7 Fixed/Demand response SPTs	Updated – Safety Performance Targets for Fixed route and Demand response	Sergio Gomez	Jan 11, 2024
Version 5	Section 3 Part G. Table 5.5 Calendar year 2023 SPTs	Updated – Calendar year 2023 Safety Performance Targets	Sergio Gomez	Jan 11, 2024
Version 5	Section 4. Part A. Safety Risk Management – 673.25 Page 20	Changed 1. to A. at beginning of Safety Risk Management – 673.25	Sergio Gomez	Jan 11, 2024
Version 5	Section 4. Part A. Table 4. Draft Risk Register. Page 22	Removed yellow highlighted section form last paragraph.	Sergio Gomez	Jan 11, 2024
Version 5	Section 4. Part B. Safety Assurance – 673.27 Page 33	Changed the number 2 for the letter B. at the beginning of Safety Assurance -673.27	Sergio Gomez	Jan 11, 2024
Version 5	Section 4. Part C. Safety Promotion – 673.27 Page 39	Changed the number 3 for the letter C at the beginning of Safety Promotion	Sergio Gomez	Jan 11, 2024
Version 5	Section 4. Item I. Safety Competencies and Training Page 41	Added "Summer" to seasonal safety hazards. Included training on Assaults Awareness and Prevention for Transit Operators/Workers	Sergio Gomez	Jan 11, 2024
Version 5	Section 5. Item 1. Vehicular and Pedestrian Accidents Page 43	Changed "is" to "will be" and removed "will reduce" added "will assist in reducing the likelihood of risk" Removed last sentence.	Sergio Gomez	Jan 11, 2024
Version 5	Section 5. Item III. Risk Reduction Performance Targets Page 44	Added – will add SPTs when published by NTD. Changed - paragraph to recipient may choose to adopt 3-year rolling average while addressing Part 673 requirements.	Sergio Gomez	Jan 11, 2024

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Version 5	Section 7. Appendix A. Table 8. Supporting Documents Page 44	Added revised Circulator 1 and 2 Bifold.pdf	Sergio Gomez	Jan 11, 2024
Version 5	Section 7. Part A. Glossary of Terms Page 50	Changed – "service" for "revenue" under Glossary Term "Major Mechanical Failures"	Sergio Gomez	Jan 11, 2024
Version 5	Section 7. Part B. Additional Acronyms Used Page 53	Added – FTA: Federal Transit Administration and NSP: National Public Transportation Safety Plan	Sergio Gomez	Jan 11, 2024
Version 5	Title Page, pg. 1	Updated Adoption date to 4-2-2024 and Resolution No. from: 2024-RT-RT-05 to 2024-RT-09.	Sergio Gomez	March 20, 2024
Version 5	Section 1. Executive Summery Part A. pg. 5	Corrected date of approval to April 02, 2024	Sergio Gomez	March 20, 2024
Version 5	Section 2. Transit Agency Information. Pg. 6	Changed Assistant General Manager of Operations and Maintenance to Assistant General manager of Operations.	Sergio Gomez	March 20, 2024
Version 5	Section 2. Transit Agency Information. Table 1. Pg. 7	Changed Rosa Soto, AGM of Operations and Maintenance to Rosa Soto, AGM of Operations.	Sergio Gomez	March 20,2024
Document Version	**Section/Pages Changed**	**Reason for change**	**Reviewer Name**	**Date of Change**
Version 6	Title Page. Transit Agency Safety Plan. Page 1.	Changed Version 5 to Version 6	Sergio Gomez	Feb.03, 2025
Version 6	Section 1. Executive Summary Part A. Plan Adoption. Page 5.	Revised adoption signature of compliance and date	Sergio Gomez	Feb.03, 2025
Version 6	Section 1. Executive Summary Part A. Plan Adoption. Page 5.	Revised City Council/Mass Transit Board Approval Date	Sergio Gomez	Feb 03, 2025
Version 6	Section 1. Executive Summary Part A. Plan Adoption. Page 5.	Revised Resolution No. 2024-RT-9 to Resolution No. 2025-RT-10	Sergio Gomez	Feb 03, 2025
Version 6	Section 1. Executive Summary Part B.Certification of Compliance. Page 5	Revised date of certification	Sergio Gomez	Feb 03, 2025
Version 6	Section 2. Transit Agency Information. Table 1. Page 7	Added "El Metro" to Full Transit Agency Name. (Laredo Transit Management, Inc. (LTMI) El Metro	Sergio Gomez	Feb 03, 2025
Version 6	Section 2. Transit Agency Information. Table 1. Page 7	Re-worded, information for Mode(s) of service covered by this plan 673.11(b) from Fix Route Bus and Demand Response to MB/DO - Motorbus, Directly Operated and DR/DO - Demand Response, Directly Operated.	Sergio Gomez	Feb 03, 2025

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Version 6	Section 2. Transit Agency Information. Table 1. Page 7	Re-worded, information Mode(s) of service Provided by the Transit Agency from Fix Route Bus and Demand Response to MB/DO - Motorbus Directedly Operated andDR/DO - Demand Response Directly Operated	Sergio Gomez	Feb 03, 2025
Version 6	Section 2. Transit Agency Information. Figure1: El Metro Organizational Chart, Pg. 8	Update Organizational Chart including Signature and date of certification.	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Safety Policies and Procedures. Part A. Page 10	Updated policy statement signature and date	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Part C. PTASP Annual Review Table 2. Page 14	Updated Table 2. ASP Annual Timeline	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Safety Policies and Procedures. Part G. Table 4. Page 16	Updated Safety Performance Measures Baseline year from 2024 to 2025	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Safety performance Measures Part G. Table 4. Page 16	Updated Safety Performance Measures for Fix Route (Bus) and Demand Response	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Safety Performance Measures Part G. Table 5: Page 17	Update Table 5: 5 - Year Safety Performance for El Metro by Mode of service. Fix Route and Demand Response	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Part G. Safety Performance Measures Table 5.5: Page 17	Update Table 5.5 Calendar year 2023 to 2024 Safety Performance Targets for both Fix Route and Demand Response.	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Part G. Safety Performance Measures Table 6. Page 18	Updated Table 6: Fixed Route (MB)Safety Performance Targets	Sergio Gomez	Feb 03, 2025
Version 6	Section 3. Part G. Safety Performance Measures Table 7. Page 18	Updated Table 7: Demand Response (DR) Safety Performance Targets.	Sergio Gomez	Feb 03, 2025
Version 6	Section 4. Safety Management System Part 1. Item I. Page 23	Removed wording, Blue Cross Blue Shield of Texas Reports from "other sources of hazard identification" list.	Sergio Gomez	Feb 03, 2025
Version 6	Section 7. Appendix A. Part B. Additional Acronyms Used Page 53	Added Additional Acronyms Used. MB/DO – Motorbus Directly Operated and DR/DO – Demand Response Directly Operated	Sergio Gomez	Feb 03, 2025
Version 6	Section 1. Executive Summary Part A. Plan Adoption. Page 5	Safety/Planning Advisory Committee (SPAC) review and updated LTMI ASP Version 6 on 03/27/2025	Sergio Gomez	4/27/2025
Document Version	**Section/Pages Changed**	**Reason for change**	**Reviewer Name**	**Date of Change**
Version 7	Title page, Public Transportation Agency Plan. Pg. 1	Changed Version 6 to Version 7 and added new adoption date.	Sergio Gomez	03/02/2026
Version 7	Section 1. Part A. Plan Adoption. Pg.5	New signature and date of adoption and certification of compliance	Sergio Gomez	03/02/2026

Version 7	Section 1. Part A. Plan Adoption. Pg.5	Updated City Council / Mass Transit Board approval date and Resolution No.2025-RT-10 to 2026-RT-16	Sergio Gomez	03/02/2026
Version 7	Section 1. Part B. Certification of Compliance Pg.5	Updated Certification of Compliance date from May 22, 2025 to April 20, 2026	Sergio Gomez	03/20/2026
Version 7	Section 2. Transit Agency Information Pg. 6	Removed AGM Of Administration from fourth paragraph.	Sergio Gomez	03/20/2026
Version 7	Section 2. Table 1: Transit Agency Information Pg. 7	Removed Key Staff, Monica Garcia, as AGM of Administration	Sergio Gomez	03/20/2026
Version 7	Section 2 Transit Agency Information Figure 1. Pg. 8	Updated Laredo Transit Management Inc., El Metro - Organizational Chart	Sergio Gomez	03/20/2026
Version 7	Section 2. Transit Agency Information Part A. Authorities & Responsibilities Pg. 9	Updated last paragraph to On January 2025, El Metro Human Resources in collaboration with the CSO have finalized updating job descriptions to ensure they comply with CFR Part 673	Sergio Gomez	03/20/2026
Version 7	Section 3. Safety Polies and Procedures Part A. Policy Statement Pg. 10	Update Policy Statement Signature and date	Sergio Gomez	03/20/2026
Version 7	Section 3. Safety Policies and Procedures Table 2. ASP Annual Update Timeline Pg. 14	Update table 2: ASP Annual Update Timeline.	Sergio Gomez	03/20/2026
Version 7	Section 3. Safety Policies and Procedures Table 3. Table 2 Pg.14	Updated Account Executive approve date to February 1st to March 1st.	Sergio Gomez	03/20/2026
Version 7	Section 3. Safety Policies and Procedures Table 2 Pg. 14	Updated Transit Board adoption date to March 1st though April 20th	Sergio Gomez	03/20/2026
Version 7	Section 3. Safety Policies and Procedures Table 4: Baseline 2025 Safety Performance Measures Pg. 16	Updated Table 4: Baseline 2025 Safety Performance Measures for Fix Route and Demand Response	Sergio Gomez	03/20/2026
Version 7	Section 3. Safety Policies and Procedures Table 5: Pg. 17	Updated Table 5: 5-Year Safety Performance Targets by Mode of service	Sergio Gomez	03/20/2026
Version 7	Section 3. Safety Policies and Procedures Table 5.5 Pg. 17	Updated Table 5.5: Calendar Year 2025 – Safety Performance Targets	Sergio Gomez	03/20/26
Version 7	Section 3. Part G. Safety Performance Measures Pg. 18 first paragraph	Updated 2025 to 2026 first paragraph page 18	Sergio Gomez	03/20/2026
Version 7	Section 3. Part G. Safety Performance Targets Table 6: Pg.18	Updated Table 6: Fix Route (Bus) Safety Performance Targets	Sergio Gomez	03/20/2026
Version 7	Section 3. Part G. Safety Performance Targets Table 7: Pg. 18	Updated Table 7: Demand Response Safety Performance Targets	Sergio Gomez	03/20/2026
Version 7	Section 4. Safety Management Systems	Changed "make a decision" to "decide". Second paragraph.	Sergio Gomez	03/20/2026

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Meeting Date: 4/20/2026 **Council Item 62.**

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Meeting Date: 4/20/2026 **Council Item 63.**

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Meeting Date: 4/20/2026 **Council Item 64.**

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Meeting Date: 4/20/2026 **Council Item 65.**

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Meeting Date: 4/20/2026 **Council Item 66.**

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Meeting Date: 4/20/2026 **Council Item 67.**

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Meeting Date: 4/20/2026 **Council Item 68.**

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Meeting Date: 4/20/2026 **Council Item 69.**

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Meeting Date: 4/20/2026 **Council Item 70.**

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Meeting Date: 4/20/2026 **Council Item 71.**

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Meeting Date: 4/20/2026 **Council Item 72.**

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Meeting Date: 4/20/2026 **Council Item 73.**

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Meeting Date: 4/20/2026 **Council Item 74.**