

Laredo Urban Transportation Study

Metropolitan Planning Organization Policy Committee

Notice of Public Meeting

City of Laredo City Hall
City Council Chambers
1110 Houston Street
Laredo, Texas
January 21, 2020
1:30 p.m.

MEETING AGENDA

- I. CHAIRPERSON TO CALL MEETING TO ORDER
- II. CHAIRPERSON TO CALL ROLL
- III. CITIZEN COMMENTS

Speakers are required to fill out witness cards, which must be submitted to MPO Staff no later than 15 minutes after the start of the meeting. Speakers shall identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a specific issue, they should select not more than three (3) representatives to speak on their behalf. The presiding officer may further limit public on the interest of order or time. Speakers may not transfer their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks shall be permitted.

- IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:
 - A. Approval of the minutes for the meeting held on December 16, 2019.
 - B. Discussion with possible action on the MPO Policy Committee member vacancy (proposed By-Laws amendment).
 - C. Receive public testimony and approve Resolution No. MPO 2020-02, adopting the 2020-2045 Metropolitan Transportation Plan (MTP) (CDM Smith, Inc. representative shall give a presentation.)
 - D. Discussion with possible action on Hachar-Reuthinger.
 1. Status report by Verde Corp. representative on the right of way ownership.
- V. REPORT(S) AND PRESENTATIONS (No action required).
 - A. "Road hand award nominee. (TxDOT)"

- B. Update by Transit El Metro on ridership and other performance measures.
- C. Update by TxDOT on the re-designation of IH-35 south of Victoria Street (also known as the "Four Block area") including the State's *position on said redesignation*. (Dr. Marte Martinez).
 - 1. Update on a discussion with TxDOT and the developer as to how a re-designation would be tangible and if TxDOT would be willing to assist with the project. (Cm. Altgelt).
- D. Presentation on the MPO management. (Mayor).
- E. Status report by the Regional Mobility Authority (RMA).

VI. ADJOURNMENT

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 BY JANUARY 17TH, 2020, BY 1:30 P.M.

All meetings of the MPO Committee are open to the public. Persons who plan to attend this meeting and who may need auxiliary aid or services such as: interpreters for persons who are deaf or hearing impaired, readers of large print or Braille, or a translator for the Spanish language are requested to contact Ms. Vanessa Guerra, City Planning, 1120 San Bernardo Ave. at 956-794-1613, vguerra@ci.laredo.tx.us, at least five working days prior to the meeting so that appropriate arrangements can be made. Materials in Spanish may also be provided upon request.

Disability Access Statement-This meeting is wheelchair accessible. The accessible entrances are located at 1110 Victoria and 910 Flores. Accessible parking spaces are located at City Hall, 1110 Victoria.

Ayuda o Servicios Auxiliares: Todas las reuniones del Comité del MPO están abiertas al público. Personas que planean asistir a esta reunión y que pueden necesitar ayuda o servicios auxiliares como: intérpretes para personas con discapacidad auditiva, lectores de letra grande o en Braille, o un traductor para el idioma español deben comunicarse con la Sra. Vanessa Guerra, en el Departamento del Planificación de la Ciudad, 1120 San Bernardo Ave. al (956) 794-1613, vguerra@ci.laredo.tx.us, al menos cinco días hábiles antes de la reunión para que los arreglos apropiados se pueden hacer. Materiales en español se proveerán a petición.

Declaración de Acceso a la Discapacidad: Esta reunión es accesible para sillas de ruedas. Las entradas accesibles están ubicadas en 1110 Victoria y 900 Flores. Las plazas de aparcamiento accesibles se encuentran en el Ayuntamiento, 1110 Victoria.

Información en Español: Si usted desea esta información en español o si desea explicación sobre el contenido, por favor llámenos al teléfono (956) 794-1613 o comunicarse con nosotros mediante correo electrónico a vguerra@ci.laredo.tx.us.

CITY OF LAREDO REPRESENTATIVES:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Norma "Nelly" Vielma, City Councilmember, District V

Honorable Dr. Marte Martinez, City Councilmember, District VI

LAREDO MASS TRANSIT BOARD REPRESENTATIVE:

Honorable George Altgelt, City Councilmember, District VII

COUNTY OF WEBB REPRESENTATIVES:

Honorable Tano E. Tijerina, Webb County Judge

Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1

Honorable John Galo, Webb County Commissioner, Pct. 3

STATE REPRESENTATIVES:

Mr. David M. Salazar, Jr. P.E., TxDOT District Engineer

(Vacant), TxDOT District Administrator

*****EX-OFFICIO*****

Honorable Judith Zaffirini, State Senator, District 21

Honorable Richard Raymond, State Representative, District 42

Honorable Tracy O. King, State Representative, District 80

JAN 17 '20 AM 10:48
REC'D CITY SEC OFF



J. Kirby Shideman, AICP
MPO Director

For: 

Jose A. Valdez, Jr.
City Secretary

Laredo Urban Transportation Study

Metropolitan Planning Organization Policy Committee
City of Laredo Council Chambers
1110 Houston St. -Laredo, Texas



MINUTES OF THE DECEMBER 16, 2019 MEETING

Regular members present:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Dr. Marte Martinez, City Councilmember, District VI
Honorable Norma “Nelly” Vielma, City Councilmember, District V
Honorable George Altgelt, City Councilmember, District VII
Honorable John Galo, Webb County Commissioner, Pct. 3

Regular members not present:

Honorable Tano E. Tijerina, Webb County Judge
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1
David M. Salazar, Jr., TxDOT District Engineer

Ex-Officio Members Not Present:

Honorable Richard Raymond, State Representative, District 42
Honorable Judith Zaffirini, State Senator, District 21
Honorable Tracy O. King, State Representative, District 80

Staff (Of Participating LUTS Agencies) Present:

City: J. Kirby Snideman, City Planning/LUTS Staff
Vanessa Guerra, City Planning/LUTS Staff
Eduardo Bernal, Transit/El Metro
Ramon Chavez, City Engineering
Claudia San Miguel, Transit, El Metro

State: Humberto “Tito” Gonzalez
Sara Garza, TxDOT
Jesus Saavedra, TxDOT
Fernando Martinez, TxDOT

Others: Luis Perez Garcia, Webb County Engineering
Guillermo Cuellar, Webb County Engineering
Rolando Ortiz, Killam Development
Nathan Bratton, Webb County

I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Saenz called the meeting to order at 1:53 p.m.

II. CHAIRPERSON TO CALL ROLL

Vanessa Guerra, MPO Coordinator, called roll and verified a quorum existed.

CM. Galo made a motion to **excuse** members not present.

Second: Dr. Martinez
For: 5
Against: 0
Abstained: 0

Motion carried unanimously

III. CITIZEN COMMENTS

Speakers are required to fill out witness cards, which must be submitted to MPO Staff no later than 15 minutes after the start of the meeting. Speakers shall identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a specific issue, they should select not more than three (3) representatives to speak on their behalf. The presiding officer may further limit public on the interest of order or time. Speakers may not transfer their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks shall be permitted.

There were no citizen's comments.

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

A. Approval of the minutes for the meeting held November 18th, 2019.

CM. Martinez made a motion to **approve** the minutes of November 18th, 2019.

Second: CM. Galo
For: 5
Against: 0
Abstained: 0

Motion carried unanimously

B. Receive public testimony and initiate a 10 day public review and comment period, for the following proposed amendment(s) of the MPO By-laws:

- **Article I, Section 1.1, entitled Definitions, shall be amended to change the name of the MPO from the Laredo Urban Transportation Study to the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO); and,**
- **Article I, Section 1.2, entitled Purpose, shall be amended to remove references to the outgoing Laredo Urban Transportation Study name; and,**
- **Article II, Section 2.1, entitled Membership and Qualifications, shall be amended to remove references to the outgoing Laredo Urban Transportation Study name, and the composition of the MPO Policy Committee shall be amended to remove the TxDOT District Administrator and include the a representative of the Association of Logistics and Forwarding Agents, Inc. (ALFA) as designated by ALFA; and,**
- **Article II, Section 2.2, entitled Meetings, Quorum, and Voting, shall be amended to reduce quorum from five to four (4) members of the voting membership.**
- **Article II, Section 2.3(b)5, shall be amended to include in the Technical Committee a representative of the Association of Logistics and Forwarding Agents, Inc.**

CM. Vielma requested to change from the Association of Logistics and Forwarding Agent, Inc. (ALFA) representative to a representative from the U.S. Custom Brokers Association.

CM. Galo concurred with CM. Vielma's request.

The commission expressed its desire that the new member would represent and have 1st hand knowledge of local freight logistics and network weaknesses and strengths.

Discussion was had on said request.

CM. Galo made a motion to **open** a public hearing and **initiate** a 10 day public review and comment period, for the proposed amendment(s) of the MPO By-laws subject to striking out any references to ALFA. The new representative will be determined at a later date

Second: CM. Galo
For: 5
Against: 0
Abstained: 0

Motion carried unanimously

C. Discussion with possible action on Hachar-Reuthinger.

Guillermo Cuellar, Assistant Webb County Engineer, stated the County was anticipating completing 90 % schematic by the end of the week. He stated they were working with TxDOT to complete review of part of the environmental documents. He

also stated the County had had a Utility Coordination meeting with different utility companies.

Mr. Cuellar stated Verde Corporation and North Webb Development were having issues with the property along Beltway Parkway.

Luis Perez Garcia, Webb County Engineer, stated he had a discussion with Mr. Vansteenbergh from Verde Corp that morning. He stated the alignments would not change. The property underneath the roadway had been swapped. All the property would revert back to Verde Corp. North Webb Development would be getting additional property outside of the roadway.

Mayor Saenz requested to have the representative from Verde Corp. attend the next MPO meeting so all concerns could be discussed.

Ramon Chavez, City Engineer, stated there was a Memorandum of Understanding (MOU) between the City of Laredo and Verde Corp. He stated the property in question was sold. He also stated Engineering together with Legal Department would be reviewing the MOU to follow through with everything Verde Corp was responsible for.

V. REPORT(S) AND PRESENTATIONS (No action required).

A. Update by Transit El Metro on ridership and other performance measures.

Claudia San Miguel, Transit, El Metro, gave a brief presentation on the item.

Mayor Saenz requested the item be brought back at the next meeting.

B. TxDOT to present the frontage roads associated with the Shiloh railroad overpass (Mayor).

Humberto Gonzalez, TxDOT, gave a brief presentation on the item. He stated that the frontage road at the intersection of I-69 and IH 35 would have connectivity east to west underneath the new Shiloh overpass.

CM. Galo asked what part of the project would not be built.

Mr. Gonzalez stated that the frontage roads would not be built.

CM. Galo requested a map from TxDOT be sent to the MPO Committee of what would be built and what would not.

Dr. Martinez stated the City was in negotiation with the owner of the land in the area of the connection of Springfield Road, to possibly have the area donated in order to have access when the road is widened.

C. TxDOT to present on the future possible re-designation of IH-35 south of Victoria Street (also known as the “Four Block area”) and the re-routing of US-83. (Dr. Marte Martinez).

Humberto Gonzalez, TxDOT, stated TxDOT did not have anything to present. He stated TxDOT reached out to Federal Highway Administration (FHWA) for clarification. FHWA had come back with questions as how the road would operate.

CM. Altgelt suggested TxDOT meet with the developer.

CM. Altgelt requested an agenda item on the update on a discussion with TxDOT and the developer as to how a re-designation would be tangible and if TxDOT would be willing to assist with the project.

D. Presentation on the MPO structure, management, and boundaries. (Mayor).

Mr. Snideman gave a brief presentation on the item.

The MPO Committee discussed the MPO Mission Statement.

CM. Algelt suggested changing the mission statement.

Mr. Snideman stated changing the mission statement would require an amendment to the MPO By-Laws.

E. Status report by the Regional Mobility Authority (RMA).

Vanessa Guerra, MPO Coordinator, advised the MPO Committee the RMA had submitted their status report via email and a copy was passed out to the MPO Committee.

CM. Algelt made a motion to **bring back** item IV-B.

Second: CM. Galo
For: 5
Against: 0
Abstained: 0

Motion carried unanimously

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

B. Receive public testimony and initiate a 10 day public review and comment period, for the following proposed amendment(s) of the MPO By-laws:

CM. Altgelt made a motion to amend the mission statement to read “To set transportation related policy, identify existing and future local transportation needs in

cooperation with TxDOT and proposed and recommend projects for all modes of transportation **including mass transit, active transit**, with special attention to freight.”

Second: Dr. Martinez
For: 5
Against: 0
Abstained: 0

Motion carried unanimously

V. ADJOURNMENT

Dr. Martinez made a motion to **adjourn** the meeting at 3:29 p.m.

Second: CM. Altgelt
For: 5
Against: 0
Abstained: 0

Motion carried unanimously

J. Kirby Snideman,
MPO Director

Pete Saenz, Mayor and LUTS
Chairperson

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

DATE: 1-21-20	SUBJECT: A MOTION <ul style="list-style-type: none">• Discussion with possible action on the Policy Committee member vacancy (proposed By-Laws amendment). <p style="text-align: right;">Revision 9</p>	
INITIATED BY: Policy Committee		STAFF SOURCE: James Kirby Snideman, Director of Planning
PREVIOUS ACTION: The MPO Policy Committee adopted the By-Laws in 1997, and subsequently amended them in 2000, 2007, 2009, 2012, 2013, 2014, and 2015. On December 16 th , 2019, the Policy Committee initiated a 10 day public review and comment period for the proposed revisions of the MPO By-laws and Operating Procedures.		
See attached draft By-laws.		
COMMITTEE RECOMMENDATION: The LUTS Technical Committee recommends .		STAFF RECOMMENDATION:

BYLAWS AND OPERATING PROCEDURES
LAREDO URBAN TRANSPORTATION STUDY
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION

- **Metropolitan Planning Organization Technical Review Committee (Technical Committee)** - The body of the MPO responsible for professional and technical review of work programs, policy recommendations and transportation planning activities. The Technical Committee shall review issues for accuracy and advise the Policy Committee on recommended actions. The Technical Committee is composed of representatives of the City of Laredo, the County of Webb, the Texas Department of Transportation and private sector representatives.
- **Fiscal Agent for the Metropolitan Planning Organization (Fiscal Agent)** – The governmental entity or agency designated by written agreement between the MPO Policy Committee and the governmental entity or agency providing fiscal administrative services and other services (which may include personnel and staff support) to the MPO Policy Committee and the Staff of the MPO.
- **Laredo Metropolitan Transportation Plan (MTP)** - The MTP is an official, comprehensive, intermodal transportation plan developed and adopted for the Laredo Metropolitan Area through the transportation planning process. The MTP identifies the existing and future transportation needs and develops coordinated strategies to provide the necessary transportation facilities essential for the continued mobility and economic vitality of Laredo. These coordinated transportation strategies include roadway development and operations, truck and rail freight movement, transit operations, bikeways and pedestrian facilities. The development of the MTP is required under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to assure the continuation of federal transportation funds. The plan shall address a continuous twenty-year planning horizon.
- **Transportation Improvement Program (TIP)** - A staged, multiyear, intermodal program, of transportation projects which is consistent with the metropolitan transportation plan and which is also financially constrained.
- **Unified Planning Work Program (UPWP)** - Shall mean the program of work that includes goals, objectives and/or tasks required by each of the several agencies involved in the metropolitan transportation planning process. The UPWP shall describe metropolitan transportation and transportation-related planning activities anticipated in the area during the next one-year period and reflect transportation planning work to be funded by federal, state or local transportation or transportation-related planning funds.

Section 1.2 Purpose

The MPO Laredo Urban Transportation Study (LUTS) is the designated Metropolitan Planning Organization (MPO) organization responsible for identifying local transportation needs in cooperation with the Texas Department of Transportation (TxDOT). The MPO-LUTS is also the entity responsible for proposing and recommending projects for all modes of urban transportation to those governmental units that are responsible for program development and project implementation.

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Section 1.3 Authority

The MPO shall have the following authority pursuant to 23 CFR Part 450:

- (a) To develop and establish policies, procedures, plans and programs for the metropolitan area.
- (b) To certify such actions as may be necessary to comply with state and federal regulations.
- (c) To establish such rules of procedure and approve such actions as it deems necessary to fulfill its purposes.
- (d) To ensure those requirements of 23 USC 134 and 135 and 49 USC, Chapter 53, 5301, et seq. are carried out.
- (e) To use federal transportation planning funds, as well as in-kind matching funds as authorized by the Texas Transportation Commission, to develop and maintain a comprehensive regional transportation planning program in conformity with requirements of 23 USC 135 and 49 USC 5303.
- (f) To adopt a Metropolitan Transportation Plan (MTP) for the metropolitan planning area that will complement the Statewide Transportation Plan required by state and federal laws, a Transportation Improvement Program and a Unified Planning Work Program and such other planning documents and reports that may be required by state or federal laws or regulations.
- (g) To establish one or more advisory committees to assist in the transportation planning process and/or assist in promoting the implementation of approved plans. The Policy Committee may create ad-hoc committees or other technical subcommittees.

ARTICLE II
MEMBERSHIP, TERMS AND ADMINISTRATION

Section 2.1 Membership and Qualifications

- (a) The ~~MPO Laredo Urban Transportation Study (LUTS)~~ shall be comprised of a Policy Committee and a Technical Committee. The Policy Committee shall include the following members:

City of Laredo:

Mayor (Chairperson)

Two City Councilmembers, as appointed by the Mayor in his/her sole discretion.

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Laredo Mass Transit Board	One Laredo Mass Transit Board member as appointed by the Board's presiding officer/Mayor in his/her sole discretion.
County of Webb:	County Judge (Vice-Chairperson) Two County Commissioners as appointed by the Webb County Judge in his/her sole discretion.
State of Texas:	TxDOT District Engineer TxDOT District Administrator

*** EX-OFFICIO ***

State of Texas:	State Senator(s) State Representative(s)
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- (b) Members shall serve until a replacement is qualified pursuant to section 2.1 Subsection (e).
- (c) The Mayor of the City of Laredo shall appoint the two City Councilmembers that represent the City of Laredo.
- (d) Laredo Mass Transit Board's presiding officer/Mayor shall appoint one member to represent the Laredo Mass Transit Board.
- (e) The County Judge of the County of Webb shall appoint the two County Commissioners that represent the County of Webb.
- (f) Appointments to the Policy Committee shall be for a period of two years. A member may be reappointed with no limitation to number of terms, except that such term will not continue in the event an officer becomes ineligible for membership on the Policy Committee.

Section 2.2 Meetings, Quorum and Voting

- (a) The Policy Committee shall meet at least twice per year or as often as necessary to fulfill its purposes.
- ~~(b) Fifty percent of the voting membership plus one member shall constitute a quorum.~~
- (b) Quorum shall consist of four (4) members of the voting membership.
- (c) The use of proxies by the voting members of the Policy Committee is prohibited.

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- d) The official actions of the Policy Committee shall be by affirmative action of the majority of the voting membership present and voting at public meetings. All meetings are to be held as open meetings as defined in Chapter 551, Texas Government Code (Texas Open Meetings Act), and the Transportation Planning Director of the MPO shall insure that the written notice of the meeting is posted at City of Laredo City Hall and Webb County Commissioners Court Building at least 72 hours prior to the meeting. Additionally, the notice may be posted at TxDOT Laredo District Office, and on the City of Laredo and Webb County website. The Transportation Planning Director shall insure that at least two copies of the agenda and such supporting documentation as is available to the Policy Committee are made available for public inspection in the MPO offices at the same time they are made available to the Policy Committee members.
- (e) All official actions of the Policy Committee shall be duly recorded in the minutes of the meeting.
- (f) The Mayor of the City of Laredo shall serve as Chairperson of the Policy Committee. The responsibilities of the Chairperson shall include, but are not limited to the following:
1. Preside at all meeting of the Policy Committee.
 2. Authenticate, by signature, all resolutions adopted by the Policy Committee.
 3. Serve as chief policy advocate for the Policy Committee.
 4. Represent the committee at hearings, conferences, and other events as required or designate another member of the Committee or the Chairperson of the Technical Committee to represent the Chairperson.
- (g) The County Judge of the County of Webb shall serve as Vice Chairperson of the Policy Committee. During the absence of the Chairperson, the Vice Chairperson shall preside over meetings and shall exercise all the duties of the Chairperson.
- (h) In the absence of the Chairperson and Vice Chairperson from a Policy Committee meeting at which a quorum is present, the remaining members present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairperson or Vice Chairperson.

Section 2.3 Administration

- (a) The City of Laredo Planning Director shall act as the Transportation Planning Director for the MPO. The responsibilities of the Director shall include, but are not limited to the following:
1. All staff support for the Policy Committee, oversight and coordination of MPO administration and transportation planning activities, grant administration, maintaining records and providing notice of meetings as required by the Public Participation Process.

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2. Shall act as Chairperson of the Technical Committee with responsibility for drafting findings and recommendations of the Technical Committee for review by the Policy Committee.
3. Shall be responsible for all plans and reports prepared by and for the review and consideration of the Policy Committee and for submitting the recommended policies, procedures and programs of the Technical Committee to the Policy Committee.
4. Supervise the MPO staff.
5. Serve as a liaison to the Texas Department of Transportation's planning program through the department's district office and the department's Transportation Planning and Programming Division's representative.
6. In cooperation with the Texas Department of Transportation, collect, maintain, forecast, and report to the department appropriate socioeconomic, roadway, and travel data.
7. Prepare and submit all required plans, reports, programs, data, and certifications.
8. Develop and present to the MPO Policy Committee a Metropolitan Transportation Plan for the metropolitan planning area, a Transportation Improvement Program and a Unified Planning Work Program and such other planning documents and reports that may be required by state or federal laws or regulations.

(b) The Technical Committee shall include the following:

1. City Representatives:
Laredo City Planner
The General Manager of the City Transit System
Laredo Director of Traffic Safety
Laredo Airport Manager
Laredo City Engineer
Laredo Bridge Director
2. County and Regional Representatives:
Webb County Planning Director
South Texas Development Council Regional Planning Director
The General Manager of the Rural Transit System
Webb County Engineer
3. State Representatives:
TxDOT Planning Representative (Vice-Chairperson)

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TxDOT Planning Representative
TxDOT Area Engineer
TxDOT TPP Field Representative

4. Federal representatives:
FHWA Planning Representative (Austin)

5. Private Sector Representatives:
A representative of the Kansas City Southern Railroad Company
A representative of the Union Pacific Railroad Company
A representative of the Laredo Transportation Association
A Transportation Provider Representative who shall also serve on the
Laredo Transportation & Traffic Safety Advisory Committee

6. School system representatives
A representative of the Laredo Independent School District
A representative of the United Independent School District
A representative of Texas A&M International University
A representative of Laredo Community College

- (c) Each voting member of the Technical Committee may have a designated alternate member to serve on the committee in the member's absence. Appointed alternate members will have the voting rights and privileges of members when serving in the absence of the Technical Committee member.

The responsibilities of the Technical Committee include technical review of work programs, policy recommendations and transportation planning activities.

Section 2.4 Ethic Policy for MPO Policy Members and Employees

- (a) A policy board member or employee of a metropolitan planning organization may not:
- (1) accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct; or,

 - (2) accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position; or,

 - (3) accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties; or,

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- (4) make personal investments that could reasonably be expected to create a substantial conflict between the member's or employee's private interest and the public interest; or,
- (5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's or employee's official duties in favor of another.

ARTICLE III
AMENDMENTS

Section 3.1 Bylaw Revisions

The Bylaws may be revised or amended by approval of the Policy Committee at a meeting at which a quorum, as defined herein, is present.

PASSED AND APPROVED, on this the 21st day of January, 2020.

Honorable Pete Saenz
Mayor of Laredo and Chairperson of the
LUTS Transportation Planning Committee

We certify that the LUTS By-laws were revised at a public meeting of the Policy Committee of the Laredo Urban Transportation Study (LUTS)

James Kirby Snideman
MPO Director

David M. Salazar
TxDOT District Engineer

RESOLUTION NO. MPO 2020-01

BY THE LAREDO URBAN TRANSPORTATION STUDY
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

AMENDING THE LUTS BY-LAWS

WHEREAS, the Laredo Urban Transportation Study (LUTS), the designated Metropolitan Planning Organization (MPO), for the Laredo Urbanized Area has reviewed the revisions to the LUTS Bylaws; and,

WHEREAS, the Laredo Urban Transportation Study finds that the revisions to the LUTS Bylaws meet federal and state requirements, and meet the transportation needs of the Laredo Metropolitan Area; and,

NOW THEREFORE BE IT RESOLVED, that the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo Urban Area, revised the LUTS Bylaws, which is attached hereto and made a part hereof for all purposes on this the 21st day of January, 2020.

Honorable Pete Saenz
Mayor of Laredo and Chairperson of the
MPO Policy Committee

We certify that the above resolution was adopted on the above cited date, at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

J. Kirby Snideman
MPO Director

David Salazar, P.E.
Laredo District Engineer

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

DATE: 01-21-20	SUBJECT: A RESOLUTION Receive public testimony and approve Resolution No. MPO 2020-02 adopting the 2020-2045 Laredo Metropolitan Transportation Plan (MTP). [A representative of CDM Smith will give a presentation on the final document]
INITIATED BY: Staff	STAFF SOURCE: J. Kirby Snideman, MPO Director
PREVIOUS ACTION: On October 21, 2019, the Policy Committee initiated a 20 day public review and comment period.	
BACKGROUND: A representative of CDM Smith with will give a presentation on the final document. The development of the 2020-2045 Laredo Metropolitan Transportation Plan is an objective of the 2019 Unified Planning Work Program, as adopted by the Laredo Metropolitan Planning Organization. The Laredo Metropolitan Transportation Plan (MTP) is an official, comprehensive, intermodal transportation plan developed and adopted for the metropolitan planning area. The MTP identifies the existing and future transportation needs and develops coordinated strategies to provide the necessary transportation facilities essential for the continued mobility and economic vitality of Laredo. These coordinated transportation strategies include roadway development and operations, truck and rail freight movement, transit operations, bikeways and pedestrian facilities. The plan must address, at a minimum, a continuous twenty-year planning horizon. It requires decision makers to identify needs, financial resources, and priorities in a cooperative manner. The development of the MTP is required under the Fixing America’s Surface Transportation (FAST) Act to assure the continued influx of federal transportation funds to the area. Timeline: Fall 2018 – Project initiated, data collection phase. Early 2019 – Public and stakeholder meetings, forecast and technical alternative development phase. Spring 2019 – Develop performance measures/targets and prioritize projects. Summer/Fall 2019 – Prepare Plan. Fall 2019 – Final Public and Stakeholder meetings to introduce draft plan. January 2020 – Adopt Plan. The draft document was on the MPO website at the following link: http://www.cityoflaredo.com/planning/mpo/files/mtp/2020-2045/Draft_2020-2045.pdf Attached is a listing of the comments received and MPO actions taken to address the comment.	
COMMITTEE RECOMMENDATION: Approval	STAFF RECOMMENDATION: Approval

RESOLUTION NO. MPO 2020-02

BY THE LAREDO URBAN TRANSPORTATION STUDY
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

ADOPTING THE 2020-2045 METROPOLITAN TRANSPORTATION PLAN (MTP)

WHEREAS, the Laredo Urban Transportation Study (LUTS), the designated Metropolitan Planning Organization (MPO) for the Laredo Urban Area, has reviewed the proposed 2020-2045 Metropolitan Transportation Plan (MTP); and,

WHEREAS, the Laredo Urban Transportation Study finds that the proposed 2020-2045 Metropolitan Transportation Plan (MTP) meets the high priority improvements necessary for the LUTS area;

NOW THEREFORE BE IT RESOLVED, that the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo Urban Area, adopted the 2020-2045 Metropolitan Transportation Plan (MTP), which are attached hereto and made a part hereof for all purpose:

We certify that the above resolution was adopted on January 21, 2020, at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

Honorable Pete Saenz
Mayor of Laredo and Chairperson of the
MPO Policy Committee

J. Kirby Snideman
MPO Director

David M. Salazar,
TxDOT, District Engineer

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Source	Comment	Laredo MPO Response
1. FHWA	<p>Not seeing financial summary tables that demonstrate clear fiscal constraint over the 25-year period of the 2045 MTP in Chapter 10 for Federal-aid highways and transit projects. We need to show a balance of incoming revenues and expenditures (including Federal funds, State funds, and local sources, including private participation) per 23 CFR 450.324(iv) based upon year of expenditure within a 25-year financial plan. Also, you will need to show systems level estimates of costs and revenues sources that are reasonably expected to be available for operations and maintenance (O&M) for both transit and Federal-aid highway programs per 23 CFR 450.324(f)(11)(i).</p>	<p>For the financial constraint tables on page 10-24, a column was added to show total programmed amounts by category from this 2045 MTP which balance out available anticipated revenue over the 25-year horizon. Additional text section on anticipated system level O&M costs have been added as per FHWA request for additional clarity on these expenditures and based on the available data from TxDOT.</p>
2. FHWA	<p>Not seeing documentation of MPO consultation with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of the metropolitan transportation plan per 23 CFR 450.324(12)(g).</p>	<p>The MPO consulted these State and local agencies through Focus Group Meetings detailed on pages 3-9 and 3-10. These meetings helped to develop the content and needs identified in the MTP. Additionally, these groups were provided an electronic copy of the Draft MTP and an opportunity to provide further input through the public comment period of the Draft MTP. Text will be added to make clear that state and local agencies responsible for land use management, natural resources, environmental protection, and conservation were invited and in attendance at the Focus Group Meeting on Safety, Security and Resiliency and were provided an electronic copy of the Draft MTP to provide additional input and comments.</p> <p>Text was added to make clear that State and local agencies responsible for historic preservation were invited and in attendance at the Focus Group Meeting on Travel, Tourism, and Economic Development.</p> <p><u>Updated text page 3-1 Introduction:</u> <i>The public participation process for the 2020-2045 MTP is consistent with all FAST Act federal transportation planning guidelines at the time of this plan's development. This chapter outlines the framework and schedule developed for the MTP, summarizes the process and outreach methods undertaken at a series of distinct stages of MTP development, and concludes with a summary of "What We Heard" from these outreach efforts and how this input</i></p>

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		<p><i>shaped the vision, goals, and objectives for the plan. In addition to technical analysis, the MTP was shaped by input from the MPO Technical Advisory Committee, the public, and agencies through meetings, focus groups, and other targeted outreach.</i></p> <p><u><i>Specific attention was paid during the development of the MTP and through outreach efforts to incorporate input from state and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning in accordance with the intentions and requirements of metropolitan planning contained in 23 CFR 450.324(12)(g). Additional details on the public participation process and copies of materials referenced within this chapter may be found in Appendix A.</i></u></p>
		<p><u>Updates to text page 3-1 MTP Outreach Framework:</u> <i>The 2020-2045 MTP was developed through the consensus of both the general community as well as the public and private entities included within the MPO's Policy Board and Technical Committee. <u>Additionally, MPO representatives within the Technical Committee have responsibilities for both land use and transportation planning in the region and provided input into the development of this MTP and in identifying appropriate goals and objectives to reflect broader land use, environmental, and transportation planning considerations in the region.</u> Throughout the transportation planning process, the MPO has provided a wide range of opportunities for the public to be involved in the development of this MTP, and the approach and schedule undertaken are summarized below.</i></p> <p><u>Updates to text page 3-1 Public Participation Plan:</u> <i>The Public Participation Plan (PPP) for the Laredo MPO provides the framework by which interested and affected individuals, organizations, agencies, and governmental entities are consulted and included in the metropolitan transportation planning process. The Laredo PPP was updated in May of 2017 to be compliant with 23 CFR 450.316.</i></p> <p><u><i>As required in 23 CFR 450.324(12)(g), the PPP includes provisions to consult with agencies and officials responsible for other planning activities within the MPO that are affected by transportation including state and local planned growth, economic development, tourism, natural disaster risk reduction, environmental protection, airport operations, or freight movements. As required by 23 CFR 450.316 (a), the PPP was also updated to include providing opportunity for input from public ports and private providers of transportation. While employer-based transit incentive programs are not currently in place, the MPO continues to coordinate with the private industry on opportunities to enhance these incentives as well.</i></u></p>
3. FHWA	Federal-aid highway project descriptions lack adequate detail on pp 10-6 thru 10-9 (for example, 'Widen Road-Add Lanes') within the project	The project descriptions have been updated with additional details provided by the TxDOT Laredo District and TPP.

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	<p>descriptions shown in Table 10-2. The number of additional lanes needs to be shown within the document to describe the project in adequate detail consistent with the requirements of 23 CFR 450.324.</p>	
<p>4. FHWA</p>	<p>The description of ten planning factors in Chapter 1 lack sufficient detail to demonstrate meeting intent of the FAST Act requirements per 23 CFR 450.306(b) for example: safety & security, system preservation, environmental protection, system resiliency and reliability, travel and tourism, highway safety, etc.</p>	<p>The MTP includes descriptions for each of the ten planning factors are included on pages 1-7 through 1-8 and provide specific details on each planning factor that are substantial compared to what have been documented in other adopted MTPs reviewed. We updated the introductory text to the ten planning factors, however, to address and better describe the intention of using these planning factors to meet the 3C process of the MPO and FAST Act requirements. In addition, the descriptions of the ten planning factors were updated with information for which chapter in the document provides details on how the planning factors were addressed.</p> <p><u>Updated text page 1-7 Consideration of Planning Factors:</u> <u>As noted in 23 USC 134, key purposes of the metropolitan planning processes and long-range regional planning promulgated under law are to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution. To meet these purposes, and as outlined within 23 CFR § 450.306, a series of ten planning factors are identified and required to be considered in the metropolitan transportation planning process. These planning factors are required to ensure that long-range transportation plans and the use of federal funds reflects a continuous, cooperative, and comprehensive planning process that improves and evolves over time to meet regional needs. On May 27, 2016, the U.S. Department of Transportation promulgated the Final Rule on Statewide and Metropolitan Transportation Planning. Within 23 CFR § 450.306, a series of ten</u> <u>planning factors are identified and required to be considered in the metropolitan transportation planning process. These planning factors and the Laredo MPO's approach to these planning factors is as follows: are further described below.</u></p> <p>1) Economic Vitality <i>The transportation network provides the region with access to jobs, shopping, education, and recreational activities. It also enables inter-regional travel and affects freight movement and international trade. Therefore, the transportation network must be planned for in such a way as to maintain mobility and increase system efficiency. The MTP provides recommendations for projects and strategies that should relieve congestion on key transportation corridors that provide access to primary activity centers such as jobs, schools, shopping, and other recreational activities. Further, improvements to infrastructure supporting freight movement and air travel are also considered in the MTP to increase</i></p>

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regional and global competitiveness. Chapter 2: Regional Context provides an assessment of the growth and trends of population, households, and jobs. This socio-economic data is used to forecast travel needs using the regional Travel Demand Model, presented in Chapter 4.

2) Safety

Motorized and non-motorized users of the transportation system expect and deserve a safe experience while travelling. As such, the Laredo MPO has developed this plan with safety considerations forefront in mind. The crash analysis in Chapter 4 identifies the top crash locations and fatal crash locations. Based on the crash analysis this MTP recommends the implementation of traffic calming measures, improved sight distances, lower speed limits, and improved signal timing to reduce the number of car collisions and low crash severity. Strategies to improve safety include developing transportation system management techniques such as access management, system expansion projects within congested corridors to increase capacity, designing new facilities to meet current design standards, and reducing the number of at-grade intersections—especially for rail and vehicular traffic. The City of Laredo adopted a Vision Zero initiative in 2019. As part of Vision Zero, the City of Laredo is developing a data-driven action plan to reduce traffic fatalities in an effort to reduce the number of traffic fatalities to zero.

3) Security

Concerns for security have gained more prominence in transportation planning. As a major international gateway, serious consideration has been given to possible threats, both natural and man-made, while developing this plan. Chapter 9: Safety, Security, and Resiliency identifies current regional efforts and recommends strategies for advancing safety, security, and resiliency.

4) Accessibility and Mobility

Improving the mobility of both people and freight is a key objective of the Laredo MPO. By adding new transit centers, constructing new interchanges, building bikeways, planning for new freight railroad facilities and a new international border crossing, planning roadways, bridges, border crossings, transit, bicycle, pedestrian, airport, and freight improvements, the MPO is performing the proper planning and making the necessary investments to increase the accessibility and mobility of both people and goods. The modal analyses chapters of this MTP (Chapters 4-8) provide detailed assessments of the current system and recommend strategies for enhanced accessibility and mobility.

5) Environment, Energy Conservation, and Planned Growth

People are increasingly more conscious of their actions on the environment, making sure natural resources can sufficiently meet today's needs and those of future generations. As such, new technologies and alternative energy sources are becoming increasingly sought after. As growth and development occurs, the amount of travel increases, which in turn, leads to increased congestion, poorer air quality, and wasted fuel. Therefore, the MPO encourages smarter growth supported by sounder transportation investments to improve the quality of life for all residents in the Laredo region. Chapter 9: Safety, Security, and Resiliency identifies strategies for effective environmental and stormwater mitigation,

6) Modal Integration and Connectivity

The MTP includes projects that support a balanced, multimodal system.

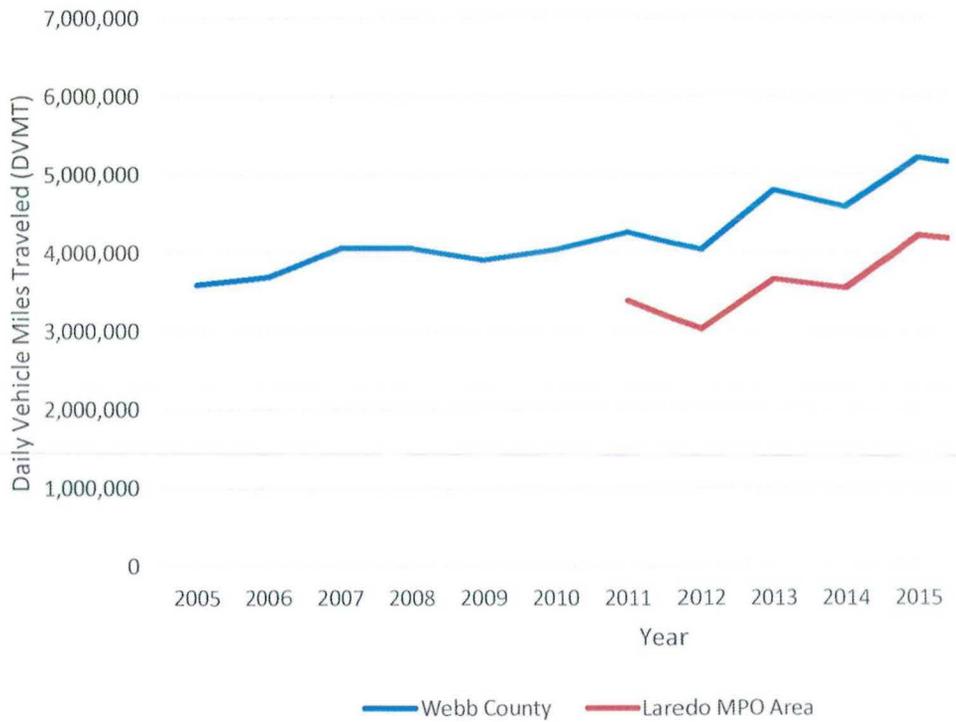
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		<p>Specifically, the MPO is investing in new transit <u>asset centers</u>, additional bike paths, and strategic additions to the roadway system, all of which promote better integration of modes and enhance system connectivity. <u>Projects for inclusion in the fiscally constrained project list are multimodal and can be found in Chapter 10. The project evaluation process was designed to identify and prioritize a project list that advances the region's goals through multimodal improvements.</u></p> <p>7) System Management and Operation Getting the most out of the existing transportation infrastructure is a key goal of the Laredo MPO. By investing resources in ITS solutions, improving access management along existing roadways, and improving existing intersections and interchanges, the existing system can perform more efficiently. Moreover, by encouraging non-automobile methods of travel, the burden on the existing roadway system can be reduced. <u>Projects for maintaining and rehabilitating the existing infrastructure are identified in the fiscally constrained project list in Chapter 10.</u></p>
		<p>8) System Preservation While growth in the region certainly calls for increased transportation capacity, it is just as important to maintain the existing infrastructure in a state of good repair. <u>Projects for maintaining and rehabilitating the existing infrastructure are identified in the fiscally constrained project list in Chapter 10.</u></p> <p>9) Resiliency and Reliability The ability to effectively manage, operate, and maintain a safe and reliable transportation system under disruptive circumstances has become increasingly important. <u>Chapter 9: Safety, Security, and Resiliency identifies current efforts and recommends strategies for enhancing Resiliency and reliability involving several components including emergency response, redundancy in the transportation system to ensure mobility, travel demand management, reducing vulnerability of the transportation system during extreme weather events, and reducing or mitigating storm water impacts.</u></p> <p>10) Travel and Tourism Travel and tourism are essential to the economic vitality of the region. Investments in improvements that enhance travel and tourism will support economic growth by resulting in a more efficient movement of people and goods. <u>Chapter 2: Regional Context identifies travel and tourism considerations. A focus group meeting on travel, tourism, and economic development was held in November 2018 as part of this planning process to consult officials involved in travel and tourism.</u></p>
5. FHWA	Figure 4-1 (page 4-2) functional classification discussion needs to be rewritten to be compliant with 23 USC 101(a)(6) to describe the federal-aid highway to include any public highway eligible for assistance other than a local road or rural minor collector by statute.	<p>The text on page 4-2 in reference to Table 4-1 was updated to identify that any public highway other than a local road or rural minor collector is eligible for federal-aid assistance by statute.</p> <p><u>Updated text page 4-2 Functional Classifications:</u> <i>Two important variables define roadway function: mobility and access. Freeways provide the highest level of mobility and the lowest level of access. Local streets, on the other hand, provide local access to businesses and residences and are not intended for travel over long distances. Table 4-1 provides additional details regarding the functional classification categories and examples within the Laredo</i></p>

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		<p><i>MPO regional roadway network. For the purposes of this MTP, the Federal Highway Administration (FHWA's) functional classification scheme is used.</i></p> <p><i>The functional classification system should be routinely reviewed to ensure that road use and function is consistent with current travel patterns. Figure 4-1 shows the functional classifications of the roadway network in the Laredo MPO region. <u>Federal-aid highways, that is those that are eligible for federal funding under 23 USC 101(a)(6), include any public highway eligible for assistance other than a local road or rural minor collector. All roads classified as an urban collector and above are eligible to receive federal funding assistance.</u></i></p>
6. FHWA	Page 4-7, the DVMT shown for the Laredo metropolitan area is available only beginning in 2015, should there not be historical information related to DVMT for this region?	<p>DVMT for Webb County and the Laredo MPO Area is shown in Figure 4-7 on page 4-14. TxDOT only publishes DVMT data at the MPO level for the years 2015 through 2017. TxDOT publishes DVMT data at the County level for the years 2005 through 2017. The MPO coordinated with TxDOT-TPP to obtain the DVMT data for the Laredo MPO region for 2011-2018. Both the MPO Area and County level are provided to present a more historic view of DVMT data.</p> <p><u>Updated text page 4-14 Vehicle Miles Traveled:</u> <i>Vehicle-Miles Traveled (VMT) is the total number of miles driven by all vehicles within a given time and geographic area. VMT is important in evaluating how well transportation investments and land use policies work together, and directly affects gas consumption, emissions, and traffic patterns. It is influenced by factors such as population, the number of vehicles per household, the number of car trips per day, and distance traveled.</i></p> <p><u><i>TxDOT has published h</i>Historic Daily Vehicle Miles Traveled (DVMT) at the county level from 2005 to 2017. The Laredo MPO coordinate with the TxDOT Transportation Planning and Programming Division (TxDOT-TPP) to collect historic DVMT at the MPO area scale. TxDOT-TPP provided the Laredo MPO with historic DVMT for the years 2011 to 2018. As such, to provide a historic understanding of DVMT, TxDOT data for Webb County for years 2005 to 2017 was obtained from TxDOT and for the Laredo MPO area for the years 2011 to 2018 are shown and summarized in Figure 4-7. The DVMT for the Laredo MPO is only available beginning in 2015.</u></p> <p>Figure 4-7: Daily Vehicle Miles Traveled, TxDOT Laredo District</p>

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Source: TxDOT, Transportation Planning and Programming Division

In the Laredo region MPO area, DVMT during the time period shows an overall sharp increase between 2011 to 2018. from 2012 to 2013 and then peaks in 2014 before falling to 9.8 million in 2017. The DVMT for the Laredo MPO area is the highest on record from the historic DVMT data. VMT in the Laredo District has therefore been mostly stagnant since 2013 and future projections assume similar trends, while accounting for population and economic growth and development through the 2045 planning horizon. Based on the Laredo MPO Travel Demand Model projections, VMT is expected to grow by about 3 percent annually over the next 25 years.

Without a shift away from vehicular travel as the primary mode of choice in the region in the future, a greater increase in DVMT can be expected to occur. In addition, as new mobility options like ride hailing, car sharing services, and other advancements like automated and connected vehicles become a reality, these technologies may in fact lead to higher VMT levels that will need to be addressed. While these technologies offer more integrated and seamless travel options for people, they can also increase the total VMT for making trips and will require strong and continued regional, state and federal policies coordination and monitoring to address these future technological advancements.

7. FHWA

Page 4-17 describes the Laredo region as having no comprehensive freight plan in place for the area, however efforts are underway by TxDOT to develop a Texas

The text on page 4-17 was updated to clarify that no region-specific comprehensive freight plan for the Laredo region is in existence; however, statewide freight plans consider Laredo freight needs such as the Texas Freight Mobility Plan and the International Border Master Plan. The MPO has allocated funds for a region-specific Laredo freight plan that is currently programmed in the 2018 Unified Planning Work Program (UPWP).

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	<p>Freight Mobility Plan and International Border Master Plan for the region as described on page 8-24.</p>	<p><u>Updated text page 4-17 and 4-18 Truck Volumes:</u> <i>Currently, there is no <u>region-specific comprehensive freight master plan in place; however, statewide freight plans consider Laredo freight needs such as the Texas Freight Mobility Plan and the International Border Master Plan. -in the region.</u> Given the large part that freight plays in the continued economic vitality of the region, the number of interests and multimodal owners of transportation infrastructure, and the freight network's associated impacts on safety and infrastructure conditions now and into the future, developing a regional master freight plan <u>to complement and enhance statewide planning efforts</u> is an identified need in the near-term. The MPO has allocated funds for the development of a long-range freight plan, currently programmed in the 2018 Unified Planning Work Program. <u>In addition, the Laredo MPO is currently working to include a representative of the local freight industry as a member of the MPO Policy Committee and the MPO Technical Committee.</u></i></p>
<p>8. FHWA</p>	<p>Figure 4-8 show existing LOS in Year 2013 on page 4-21, should there be more recent data available through INRIX data or RHINO through TxDOT for these major links?</p>	<p>Unfortunately, consultation with TxDOT revealed that the scheduled 2013 model update was not expected to be completed in time for use in this 2045 MTP development. This situation left us with several options for developing a consistent, accurate estimation of base year and forecast year LOS for Laredo. After review of these options and consultation and approval from TxDOT and FHWA, a solution was chosen. The setup and parameters of the validated 2008 model could be used with demographics and networks for 2013 and 2045 to develop an interim travel demand model. This technique essentially treats both years as forecasts. This technique makes the most use of the validated model, uses the 2013 and 2045 model data which is already reviewed and approved by TxDOT, and is closest in technique to the established practice. Additionally, it reduces the amount of subjective decisions in the process and is more consistent both with established procedures and with the development of the base year and the forecast year.</p> <p><u>Updated text page 4-21 to 4-22 Level-of-Service Analysis:</u> <i>A planning level capacity assessment of existing roadway system traffic conditions is typically developed using the regional travel demand model. The model predicts travel conditions in the region by looking at both the supply of and demand for transportation. The supply dimension of the model is reflected in the roadway network, while the socioeconomic data of the region reflects the demand side of the equation.</i></p> <p><u>For the Laredo region, the current travel demand model is validated to a base year of 2008 with a 2040 forecast year. The currency of this model poses two issues for transportation planning:</u></p> <ul style="list-style-type: none"> • <u>Laredo is a high-growth area and has exhibited rapid development, with areas of new housing in the northeast and south, and expansion of freight-related employment along Mines Road. The changes between 2008 and the current conditions are regarded as significant.</u> • <u>The MTP process requires a 2045 forecast. With the structural changes to the region, simply extrapolating the old 2040 forecast was not</u>

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		<p><u>considered appropriate; a new forecast based on newly estimated trends of housing and employment was desired.</u></p> <p><u>With this in mind, the use of an updated travel demand model to analyze LOS was seen as clearly preferable. Unfortunately, consultation with TxDOT revealed that the scheduled 2013 model update was not expected to be complete in time for use in this MTP development. This situation left us with several options for developing a consistent, accurate estimation of base year and forecast year LOS for Laredo:</u></p> <ul style="list-style-type: none"> <u>• Pivoting off traffic counts is a standard technique for analyses of corridors or small areas. This technique uses recent traffic counts as the baseline, and then extrapolates to the base year and forecast year using either regression from historic counts or using model growth rates.</u> <u>• A variation of the pivoting technique could use up-to-date data such as INRIX or TxDOT's RHINO data as the baseline.</u> <u>• The validated 2008/2040 model could be used directly by interpolating and extrapolating its link volumes based on its modeled growth rates.</u> <u>• A variation of the model technique could use historic traffic counts rather than modeled growth rates for the interpolation and extrapolation.</u> <u>• Either of the variations of the model technique could be supplemented by manually reviewing the growth rates and subjectively adjusting them for significant growth areas.</u> <u>• The validated 2008/2040 model could be used to develop traffic volumes and analyze projects for the given years of 2008 and 2040, and the results could then be manually adjusted as a post-modeling step to estimate new base year and 2045 forecast results.</u> <u>• The setup and parameters of the validated 2008 model could be used with demographics and networks for 2013 and 2045 to develop an interim travel demand model. This technique essentially treats both years as forecasts.</u> <p><u>After review of these options and consultation and approval from TxDOT and FHWA, the final option was chosen. This technique makes the most use of the validated model, uses the 2013 and 2045 model data which is already reviewed and approved by TxDOT, and is closest in technique to the established practice. Additionally, it reduces the amount of subjective decisions in the process and is more consistent both with established procedures and with the development of the base year and the forecast year. When TxDOT has completed the update of the 2013 model, the TxDOT 2013 model will be used for future updates and for planning purposes.</u></p>
9. FHWA	Page 6-1 (Bicycle/Pedestrian Chapter) does not address the action plans that were developed as a result of FHWA-led workshops on the topic of bicycle-pedestrian	<p>The text on page 6-1 was updated to indicate the addition of a bicycle coordinate position to the City of Laredo Traffic Department staff.</p> <p><u>Updated text on page 6-1 Introduction:</u> <u>Bicycle and pedestrian modes of transportation serve as an alternative, affordable means of transportation for a variety of purposes. <i>The City of Laredo</i></u></p>

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	<p>design and safety held a few years ago in Laredo, Texas by the FHWA Resource Center in conjunction with the FHWA Texas Division Safety Engineer.</p>	<p><i>is committed to improving bicycle and pedestrian infrastructure. The City of Laredo has employed a Bicycle Coordinator as within the Traffic Department to advance bicycle and pedestrian needs. Bicycle and pedestrian facilities that are safe, accessible, and interconnected are important to supporting a high quality of life. They also contribute to environmental and societal enhancements through reduced vehicle miles traveled, decreased roadway congestion, overall improved public health, an increased sense of community, improved mobility for those without access to a personal automobile, reduced air and noise pollution, and improved water quality.</i></p> <p>The text on page 6-11 was updated to include reference to FHWA workshops on bicycle-pedestrian safety design standards and practices.</p>
		<p><u>Updated text on page 6-11 Incorporating Bicycle and Pedestrian Design Elements into Roadway Projects Design:</u> <i>Requiring that new roadways design to include bicycle and pedestrian elements would also improve non-automobile modes of transportation. The concept of the "complete street" is for the roadway to accommodate all road users, regardless of age, ability, or mode of transportation. Complete streets can be achieved through wider outer lanes, bike lanes, cycle tracks, wide paved shoulders, bicycle-friendly drainage infrastructure, sidewalks, dedicated bus lanes, comfortable and accessible transit stops, safe and frequent crossing opportunities, medians, pedestrian signals, and/or curb extensions.</i></p> <p><i>In June 2017, FHWA in partnership with the Laredo MPO held a two-day educational workshop titled "Designing for Bicyclist Safety". The workshop served as a means to educate local transportation design and implementation authorities on best practices for bicycle facility design and implementation within the region. The workshop provided participants with background on bicycle safety and crash statistics, design guidance and best practices for on-road bicycle facilities and intersection design treatments, tools for implementation within a variety of contexts, and facilitated discussion on existing bikeways and current design challenges in the region.</i></p> <p><i>Additionally When incorporating bicycle and pedestrian elements into roadway design, coordination with TxDOT and other implementation partners is important to ensure such accommodations on new or improved major roadways, bridges, underpasses, at-grade rail crossings, and highway interchanges could better support regional non-motorized transportation. In 2019, TxDOT will distribute \$19.3 million dollars in funds for bicycle and pedestrian projects, including \$10.6 million through the FAST Act and \$8.7 million through the US Department of Transportation's Safe Routes to School Program.</i></p>
<p>10. FHWA</p>	<p>Page 9-7 no mention is given as to how the Resiliency Framework was used as shown on page 9-9 in order to produce improvements within the Laredo metropolitan</p>	<p>The text was updated to link how the Resiliency Framework was linked to the project evaluation criteria for Environmental Considerations which evaluated projects based on the capability to address facilities located in floodplain zones, improve emergency access, or facilitate movement along statewide evacuation routes.</p>

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ACTION ITEM**

	<p>planning area in the event of flooding, drought, and other natural or man-made disasters within the region.</p>	<p><u>Updated text to identify potential projects/facilities that are vulnerable on page 9-10 Assess Vulnerability:</u> <i>An indicator-based vulnerability assessment approach was applied to the Laredo region to determine vulnerable transportation infrastructure from available data. This approach provides a big picture understanding of system-wide vulnerabilities and identifies where additional resources could be used to further distinguish asset-specific vulnerabilities.</i> <i>Using a GIS approach, transportation infrastructure located within the FEMA SFHA were identified. The FEMA SFHA are areas within the 100-year floodplain. These transportation assets are at risk for disruption during extreme flooding events, as shown in Figure 9-2. No airports within the region are located within the SFHA. Multiple segments of roadways and railroads are located within the SFHA. <u>Major roadways with vulnerable segments identified include I-35, I-69, Loop 20, FM 1472 (Mines Road), SH 255, SH 359, US 59, BU 59, and US 83. The vulnerabilities of these roadway segments were considered in the development and evaluation of projects. The fiscally constrained project list is included in Chapter 10.</u></i></p> <p><u>Updated text page 9-13 Incorporate Assessment Results into Decision-making:</u> <i>The metropolitan transportation planning process provides a key opportunity for transportation agencies to proactively identify strategies that address risk and promote resiliency at the transportation system level. Resiliency to climate change and extreme weather events should be considered during the decision-making process, when options are considered for transportation investments. The results of a vulnerability assessment provide the Laredo MPO with useful information to avoid making investments in particularly vulnerable areas or to build resiliency into project design. <u>The results of vulnerability assessment are linked to the project evaluation criteria for Environmental Considerations. The results inform the evaluation of projects based on the capability of a project to address facilities located in floodplain zones, improve emergency access, or facilitate movement along statewide evacuation routes.</u></i></p>
<p>11. FHWA</p>	<p>Page 11-4, the safety performance target data is missing for the Year 2-18 in which the fatality rate increased for the Laredo metropolitan area. What progress has been achieved by the Laredo MPO in meeting the established performance targets for PM-1 (Safety), PM-2 (Bridge/Pavements), and PM-3 (System Reliability) in comparison with the baseline data shown in Chapter 11?</p>	<p>TxDOT Crash Records Information System (CRIS) had not published a complete data set for the year 2018 at the time of the analysis published in the 2045 MTP. The study team will download the most recent crash dataset for 2018 (now available) and analyze for inclusion in Table 11-3 on page 11-4.</p> <p>Outstanding data required to calculate the performance targets for the year 2018 (DVMT) was collected from TxDOT-TPP. The performance measures for 2018 were calculated and added to the Table 11-3 on page 11-4. As noted in the section on pavement and bridges, there will be more detailed data coming next year on performance in that area so more specific data on those facilities is somewhat limited. We have included information on the level of investment dedicated to support this and have information on this detailed data set included.</p>
<p>12. FHWA</p>	<p>Page 3-7 missing text showing the MPO Technical Committee membership list or roster.</p>	<p>This missing text was updated.</p> <p><u>Updated text page 3-7 MPO Technical Committee:</u></p>

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

		<p><i>City of Laredo</i></p> <ul style="list-style-type: none"> • <i>City Bridge Director</i> • <i>City Engineering Director</i> • <i>City Planning Director</i> • <i>City Traffic Safety Director</i> • <i>El Metro General Manager</i> • <i>Laredo International Airport Director</i> <p><u><i>Webb County</i></u></p> <ul style="list-style-type: none"> • <i>County Engineering Director</i> • <i>County Planning Director</i> • <i>County Rural Transit Director</i> • <i>South Texas Economic Development Representative</i> <p><u><i>Texas Department of Transportation</i></u></p> <ul style="list-style-type: none"> • <i>TxDOT Laredo District Transportation Planning and Development Representative</i> • <i>TxDOT Laredo District Planning Coordinator (Vice-Chair)</i> • <i>TxDOT Laredo District Laredo Area Engineer</i> • <i>TxDOT Transportation Planning and Programming Staff Member</i> <p><u><i>Federal Highway Administration</i></u></p> <ul style="list-style-type: none"> • <i>FHWA Planning Engineer</i> <p><u><i>Private Sector</i></u></p> <ul style="list-style-type: none"> • <i>Kansas City Southern Railroad</i> • <i>Union Pacific Railroad</i> • <i>Transportation Service Providers</i> • <i>Laredo Independent School District Representative</i> • <i>United Independent School District Representative</i> • <i>Texas A&M International University (TAMIU) Representative</i> • <i>Laredo Community College (LCC) Representative</i>
13. FHWA	Page 3-12 missing dates and text shown for “Plan Review and Input”.	<p>This placeholder text was included because identify steps in the planning process that would occur after the Draft MTP was released for review and comment. The placeholder text will be updated with the information and dates.</p> <p><u>Updated text page 3-12 Presentations to MPO Committees:</u> <i>A presentation to the MPO Policy Committee was held on Month Day, YearOctober 21, 2019 to present the draft MTP and key findings. This presentation initiated the comment period for the full draft MTP.</i></p> <p><u>Updated text page 3-12 Public Meetings-Series 2:</u> <i>To be included Summer 2019. Public Meetings Series 2 will focus on presenting the draft MTP and highlighting key findings. The second series of public meetings was held in November 2019. The first public meeting was held on Tuesday, November 5, 2019, from 5:30 PM to 7:00 PM at the Laredo Public Library, H-E-B Multipurpose Room (120 E. Calton Road, Laredo, TX 78041), and the second public meeting was held on Wednesday, November 6, 2019 from 5:50 PM to 7:00 PM at the City Hall Chambers (1110 Houston Street, Laredo, TX 78040). The second series of public meetings focused on presenting the draft MTP and highlighting key findings.</i></p>
14. FHWA	Perhaps include MPO Vision	The MPO vision statement will also be included in the first chapter of the 2045

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

	<p>Statement early within the document as shown on page 3-14 in the draft document.</p>	<p>MTP in addition to its location in Chapter 3 on page 3-14.</p> <p><u>Updated text page 1-1 Introduction: This document, the Laredo 2020-2045 Metropolitan Transportation Plan (MTP), serves as a comprehensive, multimodal guide for making transportation improvements and investments in the Laredo region for the next 25 years and is required to be updated every five years. The MTP identifies policies, programs and projects for each mode of travel including roadways, transit, bicycle, pedestrian, aviation, rail, and freight movement that will be necessary to meet regional transportation needs through the year 2045.</u></p> <p><u>The vision statement for the Laredo 2020-2045 MTP is: Develop a transportation system that offers safe, efficient, affordable travel choices for people and goods, while supporting economic development and long-term quality of life.</u></p>
<p>15. El Metro</p>	<p>Page 10-27: * \$400,366,538/26 years = \$15,398,713 2019 to 2045 is 46 years Therefore 46 X \$15,398,713 = \$708,340,798 or \$400,366,538 ** Same 46 years or 26 *** table 10-15 shows \$15,398,713 same as 10-13 this can't be correct</p>	<p>The plan horizon is 25 years, therefore the total funding expected from 2020-2045 can be divided by 25 to determine the expected annual amounts. Table 10-15 Category 5339 has been updated to show the correct annual amount expected of \$514,564.</p>

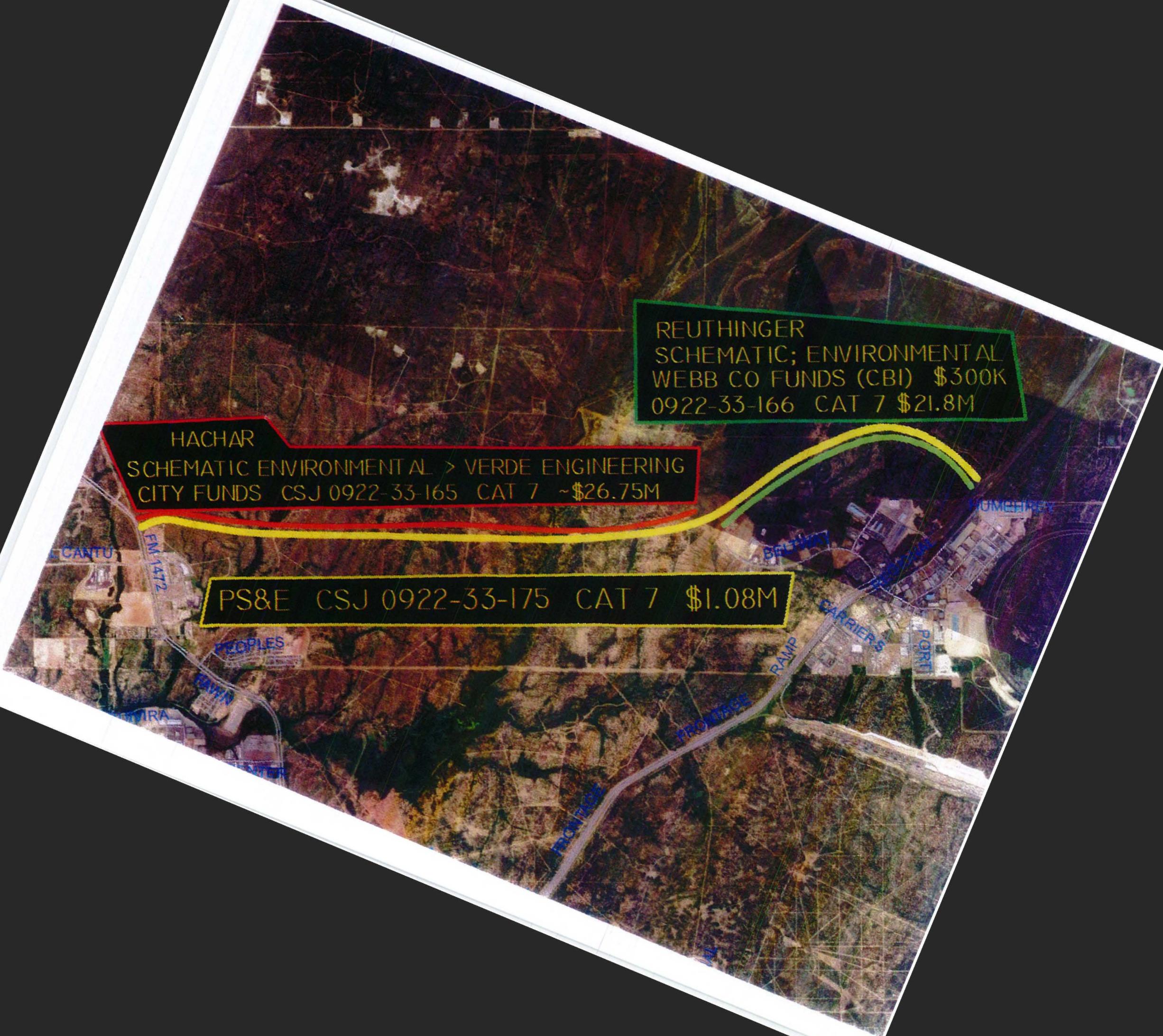
D. Discussion with possible action on Hachar-Reuthinger.

1. Status report by Verde Corp. representative on the right of way ownership

REUTHINGER
SCHEMATIC; ENVIRONMENTAL
WEBB CO FUNDS (CBI) \$300K
0922-33-166 CAT 7 \$21.8M

HACHAR
SCHEMATIC ENVIRONMENTAL > VERDE ENGINEERING
CITY FUNDS CSJ 0922-33-165 CAT 7 ~\$26.75M

PS&E CSJ 0922-33-175 CAT 7 \$1.08M



Laredo- Hachar- Reuthinger Rd

Portion	(Preliminary Engineering) Schematic/ Env	PS&E	Construction
Hachar (FM 1472-Beltway)	City Of Laredo (Hachar Trust)	City Of Laredo (0922-33-175, \$ 1.08M)	City o Laredo (0922-33-165, \$ 26.75 M)
Reuthinger (Beltway-IH 35)	Webb County (0922-33-166, \$ 300K)		TBD (0922-33-166, \$ 21.8M)

Laredo- Hachar- Reuthinger Rd (Funding- Category 7)

Up to FY 2019 ²	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
\$ 24.43	\$ 6.16	\$ 6.27	\$ 6.35	\$ 6.44	\$ 6.52	\$ 6.60	\$ 6.67	\$ 6.74	\$ 6.82	\$ 6.90
Hachar Rd ¹	\$ (1.08)	\$ (26.75)								
Reuthinger ¹				\$ (21.80)						
Cumulative Total	\$ 29.51	\$ 9.03	\$ 15.38	\$ 0.02	\$ 6.54	\$ 13.14	\$ 19.81	\$ 26.55	\$ 33.37	\$ 40.27

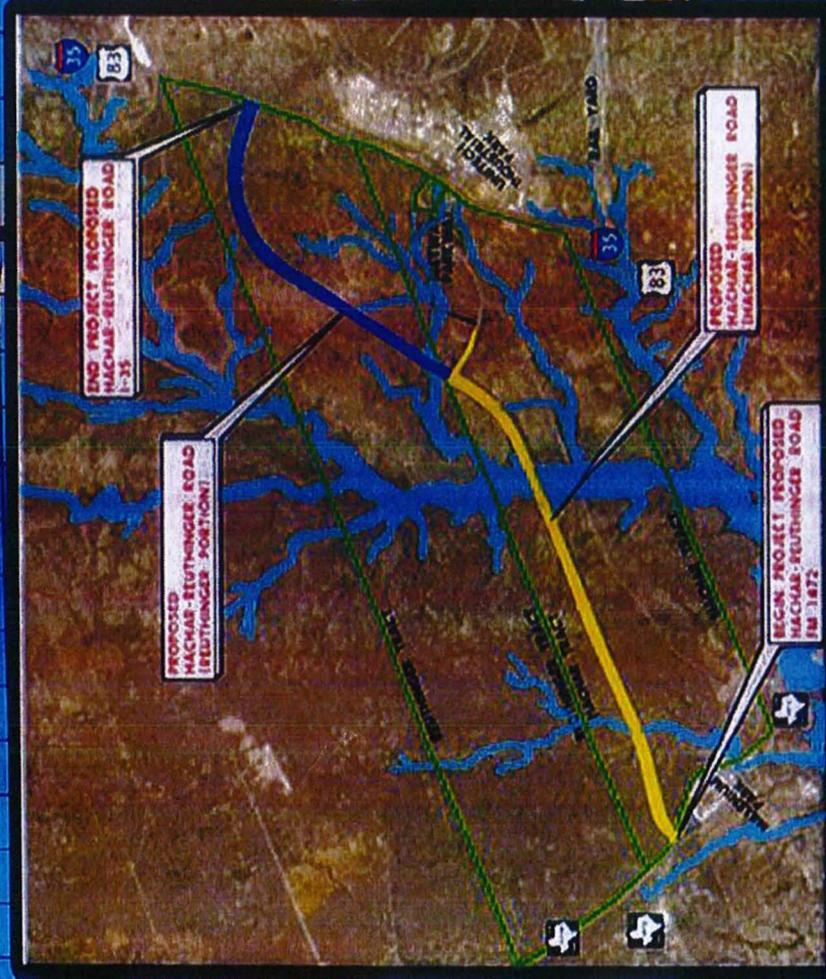
Note:

1- Based on PS&E and Construction Estimates provided by City of Laredo Consultant (Dannenbaum)

2- Allocations based on FY 2020 Draft UTP



HACHAR - REUTHINGER ROAD PROJECT UPDATE



WEBB COUNTY, TEXAS

June 18, 2018

Colombia
Bridge

Hachar Road Location Map



1.0 CONTRACT APPROVAL STATUS

- Engineer submits contract to Webb County – May 08, 2018
- Final negotiations with Webb County complete – May 10, 2018
- Webb County submits contract for comments to TxDOT – May 11, 2018
- TxDOT notifies Webb County the need to approve Procurement Process before Reviewing contract – May 14, 2018
- County sends Procurement Package to TxDOT – May 18, 2018
- TXDOT approves Procurement Process – June 04, 2018

Webb County waiting on TxDOT comments for over 30 days on Engineering Contract.

After TxDOT comment / approval of contract, Webb County expects Commissioners Court approval within **two weeks.**

2.0 Programmed Engineering, Construction Engineering and Construction Funds

Hachar Phase I & II – Design (PSE/Geotechnical/ROW Mapping)

Reference Document: FY2015-2018 LUTS MPO TIP REV1

CSJ(s): 1922-33-165-1922-33-166

Year: FY 2017

Limits: FM 1472 to I35

Funded Phases: Design – \$1,634,277 Category 7 Funds

Total MPO Funds*: \$1,634,277 Category 7 Funds

2.0 Programmed Engineering, Construction Engineering and Construction Funds

Hachar Phase I – Construction/Construction Engineering

Reference Document: FY2019-2022 LUTS MPO TIP

CSJ(s): 1922-33-165

Year: FY 2021

Limits: FM 1472 to Beltway Parkway

Funded Phases: Construction – 29,557,516
Preliminary Engineering – \$1,448,318
Construction Engineering – \$1,448,318

Total MPO Funds*: \$32,454,153 - Project Cost inconsistent with most recent MTP List in 2018-Slide 10

2.0 Programmed Engineering, Construction Engineering and Construction Funds

Phase II

Hachar Phase II – Construction/Construction Engineering

Reference Document: 2018-07-18 LUTS MPO AGENDA and 2015-2040 LUTS MTP REV 8

CSJ(s): 1922-33-175

Year: FY 2023

Limits: FM 1472 to Beltway Parkway

Funded Phases: Construction – \$17,826,712.81**
Contingency – \$1,158,736.33
Construction Engineering – \$802,202.08

Total MPO Funds*: \$21,440,668.82

**THE PROJECT HAS CONSTRUCTION COST WITH 3 YEARS OF COMPOUNDED INTEREST ADDED PLUS CE AND CONTINGENCIES.

2.0 Programmed Engineering, Construction Engineering and Construction Funds

Hachar/Reuthinger Trust Agrees To Donate

8 miles – 400 ft. Wide R.O.W.

(Approximate Value \$20 Million)

3.0 Detailed MPO Action - Programmed Engineering, Construction Engineering and Construction Funds

LAREDO URBAN TRANSPORTATION STUDY ACTION ITEM

<p>DATE: 7-18-16</p>	<p>SUBJECT: RESOLUTION Receive public testimony and approve a Resolution 2016-10 adopting the proposed revision(s) of the 2017-2020 Transportation Improvement Program (TIP):</p> <ol style="list-style-type: none"> Addition of project CSJ 0086-14-065 intended to construct an interchange facility over IH35, from 0.330 miles west of IH 35 to 0.160 miles west of McPherson Road, with an estimated project cost of \$38,100,000. Proposed project letting date is FY 2017 (January 2017). Addition of project CSJ 0086-14-081 intended to provide for the constructing and engineering of the ITS portion of an interchange facility over IH35, from 1.400 miles west of IH 35 to 0.600 miles west of McPherson Road, with an estimated project cost of \$1,000,000. Proposed project letting date is FY 2017 (January 2017). Addition of a project CSJ 0922-33-175 intended to provide funds for PS&E (including right-of-way mapping) for the Hachar-Reuthinger Road Project from FM 1472 to IH35 with an estimated project cost of \$1,634,277. Proposed letting date is February 2017 (FY 17). Revision of project CSJ 0922-33-165 intended to provide for construction, engineering, and contingencies for the Hachar-Reuthinger Road Project, from FM 1472 to Beltway Parkway. Purpose of amendment is to revise funding amounts from \$22,936,054 in local funds to \$21,437,521 in Category 7 funds and \$5,359,380 in local funds. Proposed letting date is FY 2019 (September 2018). Revision of project CSJ 0922-33-076 intended to realign Flecha Lane and Las Cruces along FM 1472. Purpose of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$1,372,973 Category 10 funds and \$707,412 local funds to \$1,440,411 in Category 10 funds, and \$606,788 local funds. Revision of project CSJ 0922-33-093 intended to construct a grade separation at the Calton Road/Santa Maria intersection. Purpose of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$10,139,817 Category 10 funds and \$11,938,307 local funds to \$12,926,124 Category 10 funds, and 10,088,018 local funds. <p style="text-align: right;">TIP 17-20/REV. 1</p>
<p>INITIATED BY: Staff</p>	<p>STAFF SOURCE: Nathan Bratton, MPO Director</p>
<p>PREVIOUS ACTION: On 6-20-16, the Policy Committee initiate a 10 day public review and comment period.</p>	
<p>BACKGROUND:</p> <p>See Attachment A- Project Summaries and Attachment B – 2017-2020 Financial Summary for full revision details.</p>	
<p>COMMITTEE RECOMMENDATION: Approval</p>	<p>STAFF RECOMMENDATION: Approval</p>

3.0 Detailed MPO Action - Programmed Engineering, Construction Engineering and Construction Funds

RESOLUTION NO. MPO 2016-10

BY THE LAREDO URBAN TRANSPORTATION STUDY
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

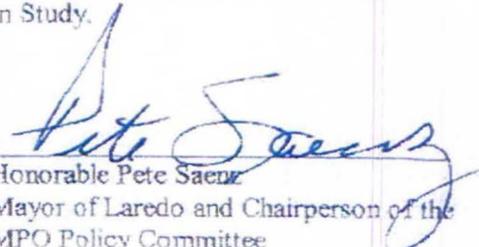
ADOPTING THE 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, the Laredo Urban Transportation Study (LUTS), the designated Metropolitan Planning Organization (MPO) for the Laredo Urban Area, has reviewed the proposed revision(s) of the 2017-2020 Transportation Improvement Program (TIP); and,

WHEREAS, the Laredo Urban Transportation Study finds that the proposed revision(s) of the 2017-2020 Transportation Improvement Program (TIP) meets the high priority improvements necessary for the LUTS area;

NOW THEREFORE BE IT RESOLVED, that the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo Urban Area, adopted the proposed 2017-2020 Transportation Improvement Program (TIP), which are attached hereto and made a part hereof for all purpose:

We certify that the above resolution was adopted on July 18, 2016, at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

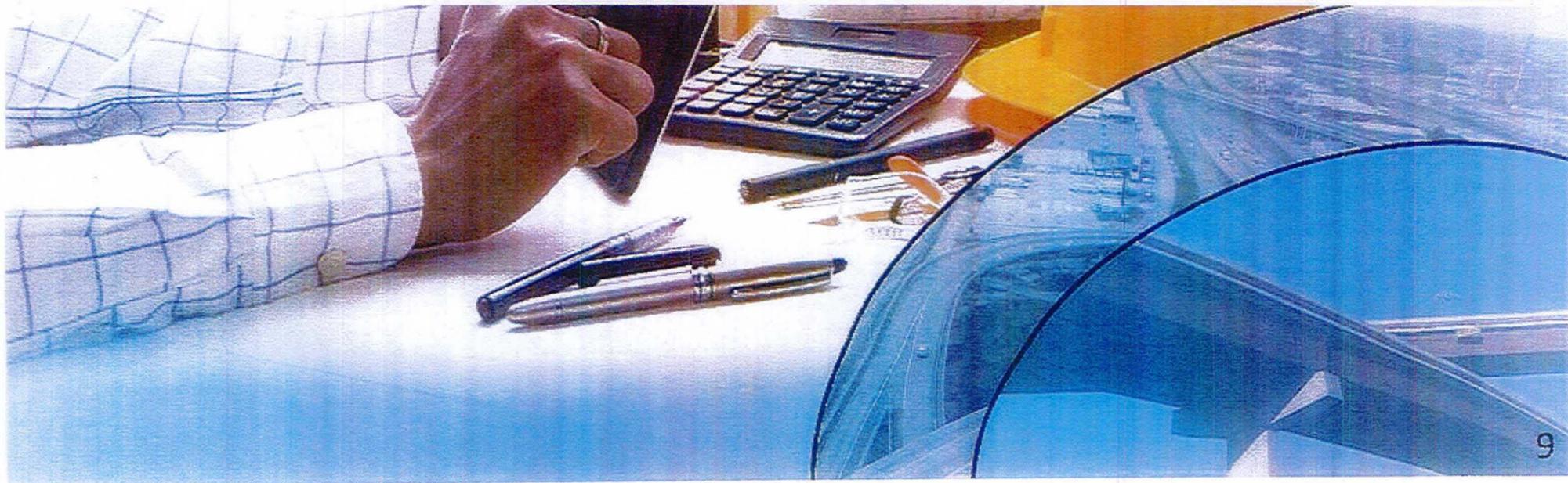

Honorable Pete Saenz
Mayor of Laredo and Chairperson of the
MPO Policy Committee


Nathan Bratton
MPO Director


Melisa Montemayor
Laredo District Administrator

3.0 Detailed MPO Action - Programmed Engineering, Construction Engineering and Construction Funds

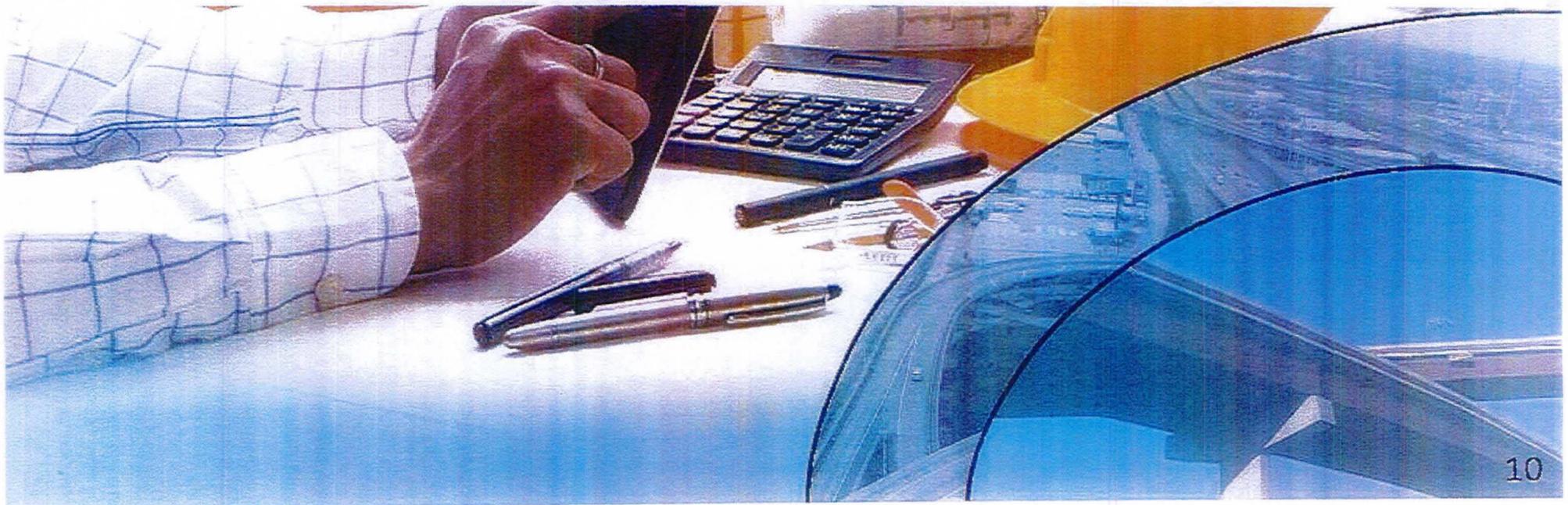
Project		Hachar Loop PS&E from FM 1472 to I-35 (Interim section - 5 lane rural) Scheduled letting: February 2017			
LATEST ESTIMATE - 10/1/15 - DEC					
ROW					\$13,538,062.00
Construction Cost					\$41,968,066.46
Construction Engineering	4.50%				\$1,888,562.99
Contingency	6.50%				\$2,727,924.32
Indirect	6.20%				\$2,602,020.12
PS&E *	3.89%				\$1,634,277.42
Total Project Cost					\$64,358,913.31
YOE Cost					\$1,634,277.42
PROPOSED PROGRAMMING					
Funding by Category	Phase	Total	Federal	State	Local
Category 7	Design / PS&E		1,634,277.42	1,307,421.94	261,484.39
TOTAL PROGRAMMED FUNDS			1,634,277.42	1,307,421.94	0.00
CBI FUNDS to Redistribute					
* based off of the latest construction estimate , requires negotiation and approval of fee by TxDOT. Assumes roadway may be taken on system.					



3.0 Detailed MPO Action - Programmed Engineering, Construction Engineering and Construction Funds

Project		Hachar Loop Construction FM 1472 to Beltway Parkway (Interim section - 5 lane rural)			
		Scheduled letting: September 2019 - FY2020			
LATEST ESTIMATE - 10/1/15 - DEC:					
ROW					\$13,538,062.00
Construction Cost					\$24,141,353.65
Construction Engineering	4.50%				\$1,086,360.91
Contingency	6.50%				\$1,569,187.99
Indirect	6.20%				\$1,496,763.93
Total Project Cost					\$41,831,728.48
YOE Cost*					\$26,796,902.55
PROPOSED PROGRAMMING:					
Funding by Category	Phase	Total	Federal	State	Local
Category 7	Construction		\$26,796,902.55	21,437,522.04	4,287,504.41
TOTAL PROGRAMMED FUNDS			26,796,902.55	21,437,522.04	4,287,504.41

* based off of the latest construction estimate , requires negotiation and approval of fee by TxDOT. Includes Construction Engineering and Inspection (Local Let).



3.0 Detailed MPO Action - Programmed Engineering, Construction Engineering and Construction Funds

Project		Hachar Loop Construction Beltway Parkway to I-35(Interim section - 5 lane rural)			
		Scheduled letting: September 2022 - FY2023			
LATEST ESTIMATE - 10/1/15 - DEC					
ROW					\$13,538,062.00
Construction Cost					\$17,826,712.81
Construction Engineering		4.50%			\$802,202.08
Contingency		6.50%			\$1,158,736.33
Indirect		6.20%			\$1,105,256.19
Total Project Cost					\$34,430,969.41
YOE Cost*					\$21,440,668.82
PROPOSED PROGRAMMING					
Funding by Category	Phase	Total	Federal	State	Local
Category 7	Construction		\$21,440,668.82	17,152,535.06	3,430,507.01
TOTAL PROGRAMMED FUNDS			21,440,668.82	17,152,535.06	3,430,507.01

* based off of the latest construction estimate , requires negotiation and approval of fee by TxDOT. Includes Construction Engineering and Inspection (Local Let). Includes escalation.



4.0 Summary of Key Dates on Schedule Prepared By Engineer

Summary of Important Dates

• Project start date for Reuthinger Portion :	July 02, 2018
• Project start date for Hachar Portion :	July 02, 2018
• Project Scoping for Combined Project submitted and obtains TxDOT approval for type of Document (assumed EA) :	September 10, 2018
• Combined Schematics Approved by TxDOT:	April 05, 2019
• Hold Public Meeting / Workshop:	April 12, 2019
• Hold Public Hearing	June 03, 2019
• TxDOT Approves/Issues FONSI for Combined Project:	June 03, 2019
• Sponsor Procures and Approves Engineer Contract with TxDOT Approval for Combined Project :	May 03, 2019
• Engineer Completes PSE (both Sections) (two separate PSE's) :	January 30, 2020
• TxDOT Approves project for Construction Letting (Both PSE for both Sections) :	April 01, 2020
• Sponsor Advertises Project for Construction (Hachar only, unless funding accelerated for Reuthinger :	April 01, 2020
• Sponsor Award Contract to Construction Contractor (Hachar Portion) :	July 01, 2020
• Construction Completed for Hachar Portion (18m) :	December 30, 2021

***Construction Completed for Combined Project
(if funds available to have one construction contract)
(30months) – December 30, 2022**

4.0 Summary of Key Dates on Schedule Prepared By Engineer

Presently Construction Funds for Hachar NOT available until **September 1, 2020 (FY2021 Funds)**. Construction Funds would need to be accelerated for Hachar by **6 months** and to have Combined Project the Reuthinger Funds (**FY 2023 Funds – September 1, 2022**) would need to be accelerated by **30 months**.

5.0 Project Time Frame for Completion Major Milestones of Reflected In Schedule

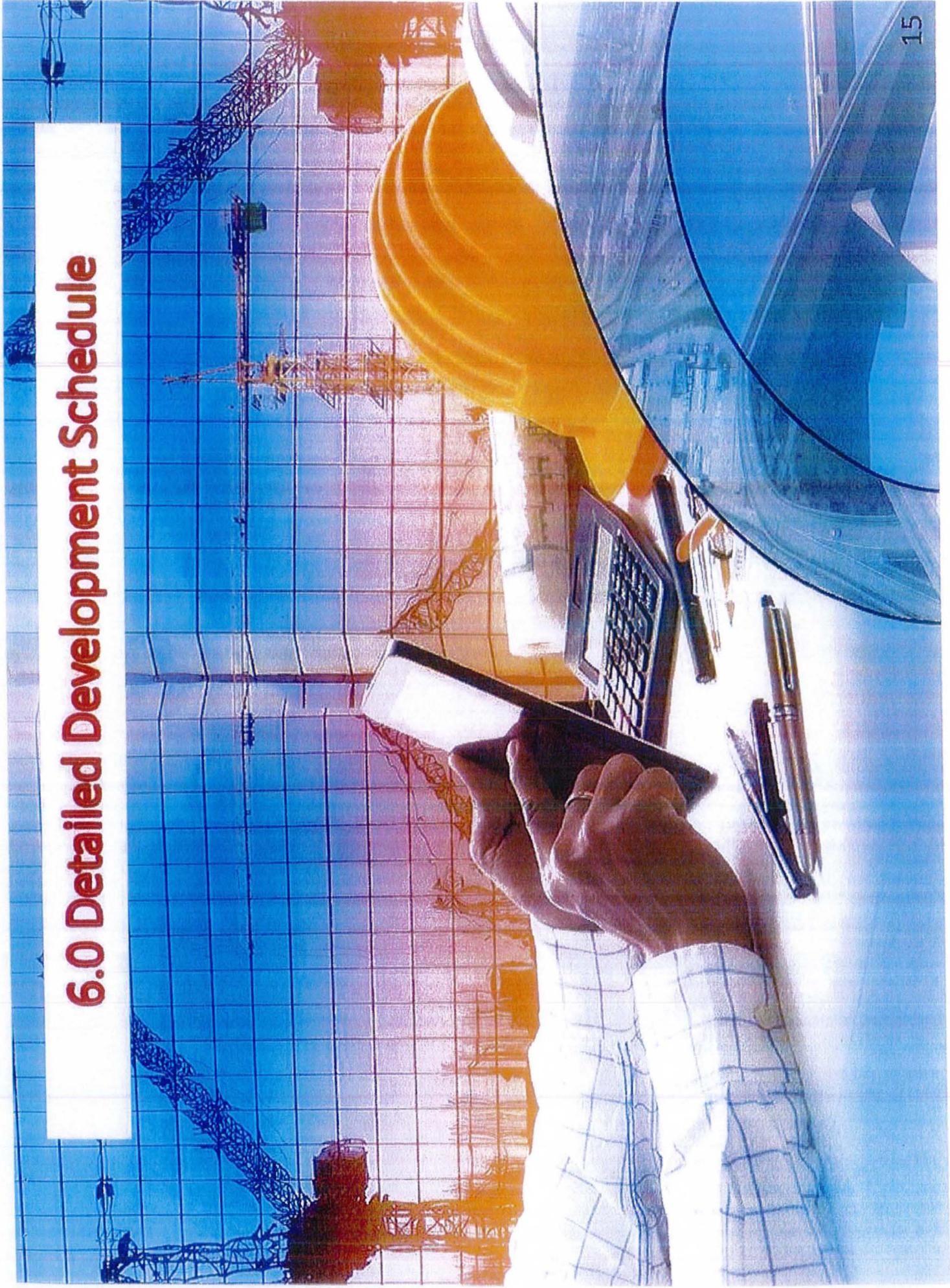
Environmental Clearance (FONSI issued) Combined Project -	14 months
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Engineer Starts PSE upon Approval of Schematic and Complete to 100% PSE -	9 months
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Construction Hachar Portion -	18 months
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Construction of Combined Project -	30 months
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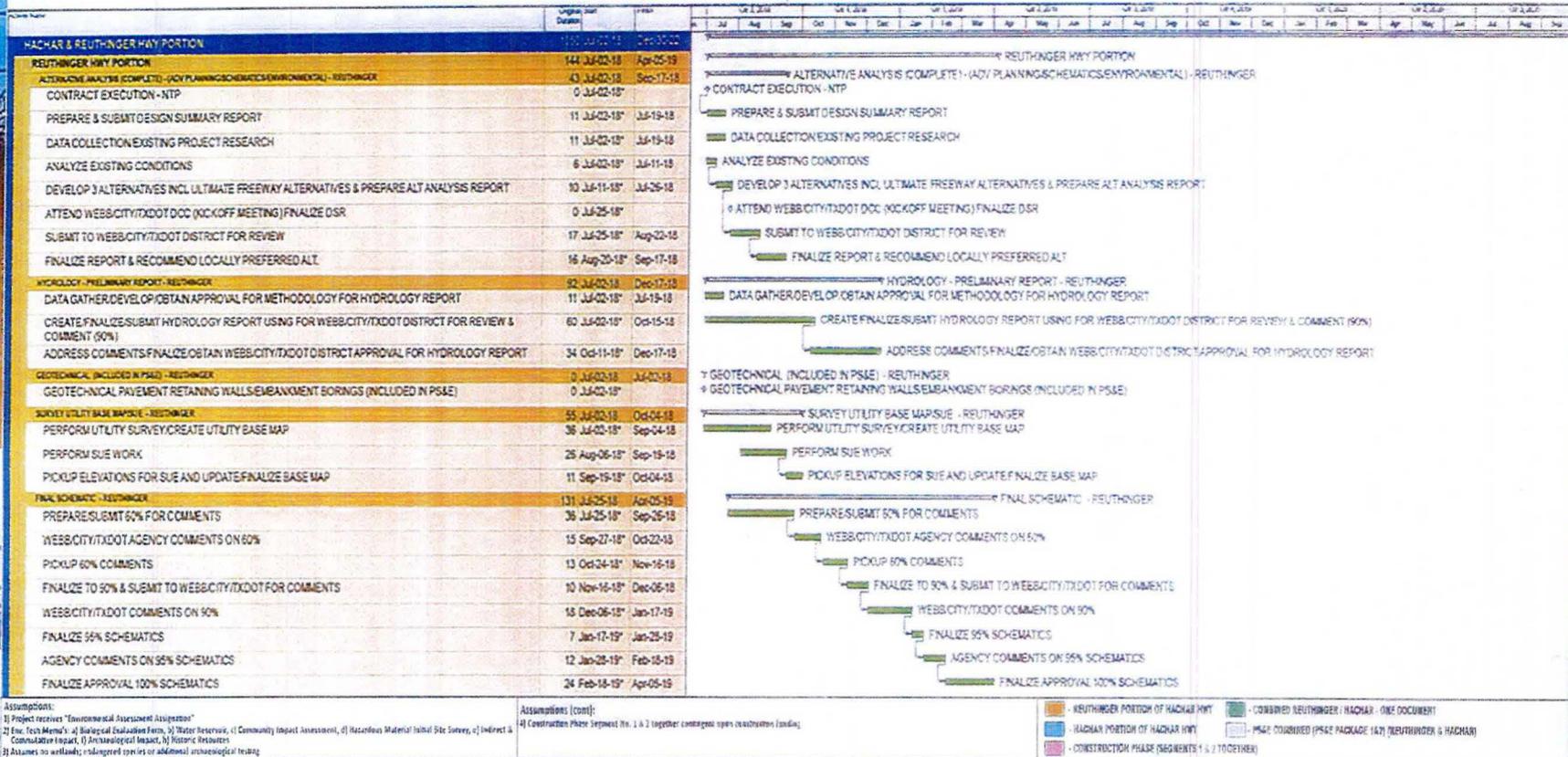
6.0 Detailed Development Schedule



6.0 Detailed Development Schedule

DANNENBAUM ENGINEERING CORPORATION
 PROJECT NO. 5126-01
 CLIENT: COUNTY OF WEBB
 PROJECT TITLE: ADVANCED PLANNING HACHAR PORTION

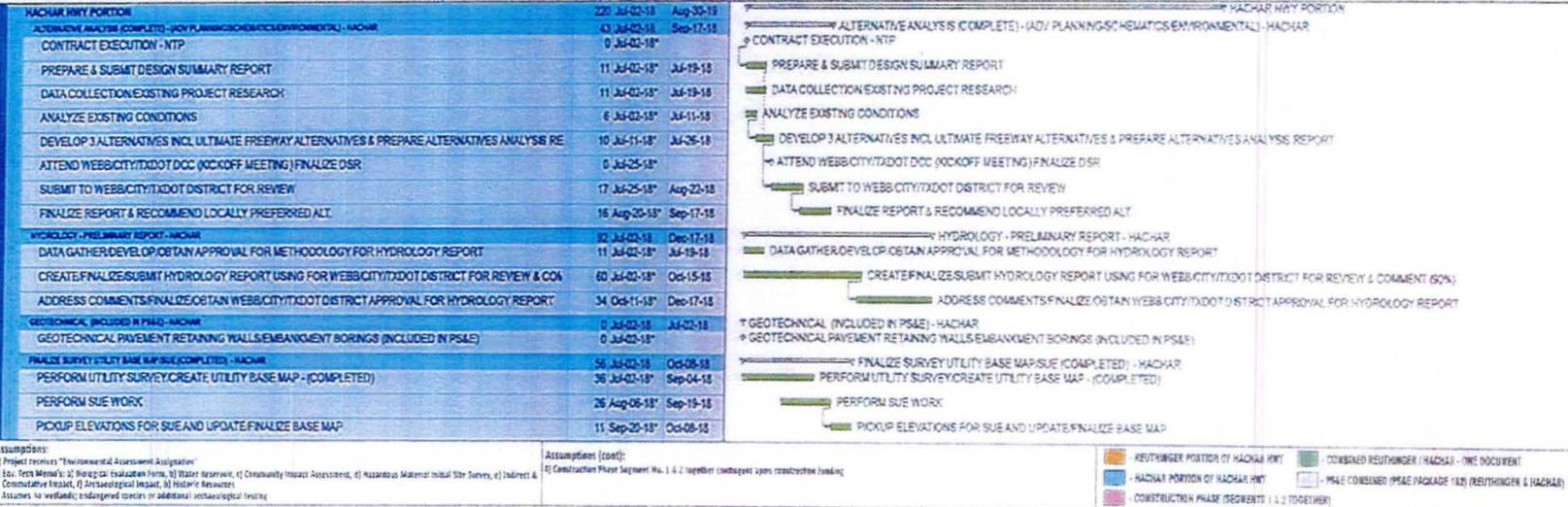
ATTACHED F
 HACHAR / REUTHINGER PORTION HIGHWAY
 (ADVANCED PLANNING / SCHEMATICS / ENVIRONMENTAL / FONSI)



6.0 Detailed Development Schedule

DANNENBAUM ENGINEERING CORPORATION
 PROJECT NO. 5126-01
 CLIENT: COUNTY OF WEBB
 PROJECT TITLE: ADVANCED PLANNING HACHAR PORTION

ATTACHED F
 HACHAR / REUTHINGER PORTION HIGHWAY
 (ADVANCED PLANNING / SCHEMATICS / ENVIRONMENTAL / FONSI)



City Council-Regular

Meeting Date: 08/05/2019

Staff Source: J. K. Snideman

SUBJECT

2019-R-109 Authorizing the Co-Interim City Managers to execute an Interlocal Cooperation Agreement by and between the City of Laredo and Webb County for the preliminary engineering including schematic and environmental for the Hachar-Reuthinger Extension (F.M. 1472 to IH-35 West Frontage Road); and declaring an effective date. Funds are available in the 2016 Tax T/E CO Bond.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo (the "City") and the County of Webb (the "County") desire to cooperate and collaborate on the Preliminary Engineering including Schematic and Environmental for the Hachar-Reuthinger Road from F.M. 1472 to the IH-35 West Frontage Road. The State of Texas, by and through the Laredo District of the Texas Department of Transportation has requested that one local government be designated to submit one schematic and environmental document which includes both the N.D. Hachar tract and the Reuthinger Living Trust tract (being from Mines Road FM 1472 to the IH-35 West Frontage Road). By this Interlocal Cooperation Agreement, the City and County designate the County as the local government responsible for submitting a single, unified schematic and environmental to the State of Texas.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

	Fiscal Impact
Fiscal Year:	2018-2019
Budgeted Y/N?:	Y
Source of Funds:	2016 Tax T/E CO Bond
Account #:	470
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds are available in the 2016 CO Bond.

Accounts: 470-9853-535-8526 and 470-9853-535-9724.

Attachments

Hachar Reuthinger Extension Interlocal

Resolution

Letter

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LAREDO AND THE COUNTY OF WEBB
Preliminary Engineering including Schematic and Environmental
For the Hachar-Reuthinger Extension
(F.M. 1472 to IH-35 West Frontage Road)**

This agreement is entered into between the County of Webb, a political subdivision of the State of Texas, hereinafter referred to as "County" and the City of Laredo, a municipal corporation and home rule city, hereinafter referred to as "City" pursuant to Chapter 791 Texas Government Code;

WHEREAS, County and City desire to cooperate and collaborate on the Preliminary Engineering including Schematic and Environmental for the Hachar-Reuthinger Road from F.M. 1472 to the IH-35 West Frontage Road.; and

WHEREAS, County and City each have the authority to conduct Preliminary Engineering including Schematic and Environmental; and

WHEREAS, County has entered into an Advance Funding Agreement with the State of Texas, by and through the Texas Department of Transportation, to provide Preliminary Engineering including Schematic and Environmental for Hachar Road extension from 0.1 miles east of Beltway Parkway to IH-35 West Frontage Road (across Reuthinger Living Trust Property); and

WHEREAS, the City of Laredo has entered into an agreement with VERDE CORP., a Texas Corporation, to develop and submit a schematic, environmental document (covering the proposed alignment of an approximate 400 ft. wide strip of land which crosses the N.D. Hachar tract from Mines Road (FM 1472) traversing the property to approximately 0.1 mile east of Beltway Parkway) and to coordinate its efforts with Webb County's efforts to prepare and submit a single, unified schematic and environmental assessment; and

WHEREAS, County and City have retained the services of a consultant to prepare the Preliminary Engineering, Schematic and Environmental in sufficient detail to request a Finding of No Significant Impact (FONSI) from TxDOT; and

WHEREAS, the State of Texas, by and through the Laredo District of the Texas Department of Transportation has requested that one local government be designated to submit one schematic and environmental document which includes both the N.D. Hachar tract and the Reuthinger Living Trust tract (being from Mines Road FM 1472 to the IH-35 West Frontage Road); and

WHEREAS, County and City find that it is in the best interest of the public to designate County as the local government responsible for submitting a single, unified schematic and environmental to the State of Texas.

Now, therefore, City and County agree as follows:

- Section 1. County agrees to pay for the Preliminary Engineering, Schematic and Environmental across the Reuthinger Living Trust property.
- Section 2. City agrees to pay for the Preliminary Engineering, Schematic and Environmental across the N.D. Hachar Trust property.

- Section 3. County shall be responsible for coordinating the efforts of consultant/s and ensure that Preliminary Engineering, Schematic and Environmental document is produced by City and County's consultant and submitted to TxDOT in sufficient detail to request a Finding of No Significant Impact (FONSI).
- Section 4. County shall be responsible for submitting one Preliminary Engineering, Schematic and Environmental document to TxDOT and request a Finding of No Significant Impact (FONSI) from TxDOT.
- Section 5. It is agreed and acknowledged by both parties hereto that each shall pay consultant/s as per their contracts with consultant/s
- Section 6. Any additional cost associated with additional services to be performed shall be the sole obligation of the party incurring them.
- Section 7. Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addressed as follows:

TO THE COUNTY:
Webb County Judge
Webb County Courthouse
3rd Floor
1000 Houston
Laredo, Texas 78040

TO THE CITY:

City Manager	copy to:	City Attorney
City Hall		1110 Houston St.
1110 Houston		Laredo, Texas 78040
Laredo, Texas 78040		

- Section 8. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- Section 9. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- Section 10. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- Section 11. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
- Section 12. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof.

- Section 13. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
- Section 14. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- Section 15. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to constitute an original, and such counterparts shall together constitute but one and the same document.
- Section 16. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- Section 17. No rights created. This Agreement is not intended to and does not create any rights or interest in persons not a party hereto.
- Section 18. Immunity. Neither County or City waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- Section 19. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

This contract was approved by the Commissioners Court of Webb County on the ____ day of July, 2019, and by the City Council of the City of Laredo, on the _____ day of _____, 2019.

ATTEST:

WEBB COUNTY
A political subdivision of the
State of Texas

Margie Ramirez Ibarra
Webb County Clerk

Tano E. Tijerina
Webb County Judge
Signed this ____ day of _____, 2019.

APPROVED AS TO FORM:

Nathan R. Bratton
General Counsel
Civil Legal Division

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

CITY OF LAREDO
A Texas municipal corporation.

ATTEST:

Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale
City Attorney

Rosario C. Cabello
Interim Co-City Manager
Signed this _____ day of _____, 2019.

Robert A. Eads
Interim Co-City Manager
Signed this _____ day of _____, 2019.

RESOLUTION NO. 2019-R-___

AUTHORIZING THE CO-INTERIM CITY MANAGERS TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF LAREDO AND WEBB COUNTY FOR THE PRELIMINARY ENGINEERING INCLUDING SCHEMATIC AND ENVIRONMENTAL FOR THE HACHAR-REUTHINGER EXTENSION (F.M. 1472 TO IH-35 WEST FRONTAGE ROAD); AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo and other local governments can act by and through their authorized officers to execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act; and

WHEREAS, the City of Laredo (the "City") and the County of Webb (the "County") desire to cooperate and collaborate on the Preliminary Engineering including Schematic and Environmental for the Hachar-Reuthinger Road from F.M. 1472 to the IH-35 West Frontage Road; and

WHEREAS, City and County each have the authority to conduct Preliminary Engineering including Schematic and Environmental; and

WHEREAS, the City of Laredo has entered into an agreement with VERDE CORP., a Texas Corporation, to develop and submit a schematic, environmental document (covering the proposed alignment of an approximate 400 ft. wide strip of land which crosses the N.D. Hachar tract from Mines Road (FM 1472) traversing the property to approximately 0.1 mile east of Beltway Parkway) and to coordinate its efforts with Webb County's efforts to prepare and submit a single, unified schematic and environmental assessment; and

WHEREAS, County has entered into an Advance Funding Agreement with the State of Texas, by and through the Texas Department of Transportation, to provide Preliminary Engineering including Schematic and Environmental for Hachar Road extension from 0.1 miles east of Beltway Parkway to IH-35 West Frontage Road (across Reuthinger Living Trust Property); and

WHEREAS, City and County have retained the services of a consultant to prepare the Preliminary Engineering, Schematic and Environmental in sufficient detail to request a Finding of No Significant Impact (FONSI) from TxDOT; and

WHEREAS, the State of Texas, by and through the Laredo District of the Texas Department of Transportation has requested that one local government be designated to submit one schematic and environmental document which includes both the N.D. Hachar tract and the Reuthinger Living Trust tract (being from Mines Road FM 1472 to the IH-35 West Frontage Road); and

WHEREAS, the City Council finds that it is in the best interest of the public to designate

the County as the local government responsible for submitting a single, unified schematic and environmental to the State of Texas.

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

Section 1: The Co-Interim City Managers are hereby authorized to enter into and execute an Interlocal Cooperation Agreement, attached hereto as Exhibit A, between the City of Laredo and the County of Webb for the Preliminary Engineering including Schematic and Environmental for the Hachar for the Hachar-Reuthinger Extension (F.M. 1472 to IH-35 West Frontage Road).

Section 2: This Resolution is effective immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2019.

**PETE SAENZ
MAYOR**

ATTESTED:

**JOSE A. VALDEZ, JR.
CITY SECRETARY**

APPROVED AS TO FORM:

**KRISTINA K. LAUREL HALE
CITY ATTORNEY**

**BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY**

July 23, 2019

WEBB COUNTY ENGINEERING DEPT.
Attn: Mr. Guillermo Cuellar
1620 Santa Ursula
Laredo, Texas 78040

Via E-mail: gbcuellar@webbcountytx.gov

Via Hand-Delivery

Received by:

MARITA H. PALACIOS

Printed Name

OFFICE MANAGER

Title

Marita H. Palacios

Signature

Date Received:

7/23/19 3:08pm

Re: **Hachar-Reuthinger Loop Public Meeting Held July 9, 2019 / CSJ's No. 0922-33-165 and 0922-33-166**

Dear Mr. Cuellar,

Please be advised that my firm represents Webb Commercial Development, Inc. ("**Webb Commercial**"), a property owner that would be substantially affected by the proposed construction of the new Hachar-Reuthinger Highway from FM 1472 (Mines Road) to I-35 Frontage Road (the "**Proposed Highway**"). Kindly direct all future correspondence on this matter to me or my partner, Jason Davis.

By way of background, Webb Commercial purchased a tract of land containing 185.43 acres (the "**Webb Commercial Tract**") on or about August 19, 2015 from Lilia Jeanette Hachar, David A. Hachar, Lilia Ethel Jasso, Guadalupe Hachar de la Fuente Trust, Olga Hachar LaVaude Trust, George L. Hachar Trust, Guadalupe Hachar Didieu Trust, and Nicholas David Hachar Estate Trust (collectively, the "**Hachar Trust Parties**"). This tract is located between property owned by one or more Hachar Trust Parties and property owned by the Reuthinger Living Trust. The Proposed Highway purports to cross the Webb Commercial Tract at the southwest corner.

As the City of Laredo is aware, on or about October 21, 2014, representatives of Webb Commercial met with the City Manager and several City of Laredo department heads to discuss the fact the Webb Commercial held an option to purchase the Webb Commercial Tract through which the Proposed Highway was expected to run. At this meeting, Webb Commercial informed the City of Laredo's representatives that it was not agreeable to donating land for the Proposed Highway as it was purchasing such land from the Hachar Trust Parties for considerable compensation. After further discussion and representations to Webb Commercial that it stood to benefit from the four corners of the intersection of the Proposed Highway and Beltway Parkway, Webb Commercial informed the City that it would help facilitate the construction of the

Proposed Highway on the Webb Commercial Tract provided Webb Commercial was adequately compensated.

At or near the time that Webb Commercial purchased the Webb Commercial Tract, it was provided a copy of a March 11, 2015 "Hachar Loop Project Location Map" prepared by Dannenbaum Engineering ("**Dannenbaum**"), which showed the Proposed Highway's location and alignment. A copy of the same is attached as Exhibit A to this letter. Then, shortly after Webb Commercial purchased the Webb Commercial Tract, a representative of Dannenbaum contacted Webb Commercial to request access to the Webb Commercial Tract. Based on Webb Commercial's prior discussions with the City of Laredo, Dannenbaum's March 11, 2015 "Hachar Loop Project Location Map," and Webb Commercial's expectations arising from both, Webb Commercial provided the City of Laredo and Dannenbaum with written permission to enter upon the Webb Commercial Tract to perform the required engineering on the same.

After providing the requested access, Webb Commercial was not included in, consulted or privy to any discussions or design strategies with Dannenbaum or others regarding the alignment or location, or any changes thereto, of the Proposed Highway.

Given this background and these circumstances, while Webb Commercial is generally in favor of the Proposed Highway, it has never consented and does not intend to consent to the proposed taking without adequate and just compensation. Moreover, Webb Commercial has important concerns with regards to the most recent proposed alignment and location of the Proposed Highway across the Webb Commercial Tract.

Mrs. Irma G. Garza Montemayor, Webb Commercial's General Manager, submitted written comments and concerns on behalf of Webb Commercial at the Public Meeting held on July 9, 2019. A copy of the submission is attached as Exhibit B to this letter and incorporated herein by reference. As Mrs. Garza outlines and explains in her written comments, without adequate and just compensation for the proposed taking and certain concessions by adjoining landowners, the Proposed Highway would greatly harm Webb Commercial and cause Webb Commercial to incur substantial damages.

Specifically, the Proposed Highway, with its current location and alignment, would, among other things:

1. inflict undue hardship on Webb Commercial and cause Webb Commercial to incur substantial damages considering: (i) the proposed taking represents over 20% of the total Webb Commercial Tract; (ii) the price that Webb Commercial paid the Hachar Trust Parties per acre for the Webb Commercial Tract; (iii) the residual damage to the Webb Commercial Tract at three of the corners of the proposed intersection of the Proposed Highway and Beltway Parkway; and, (iv) the limited benefit of the Proposed Highway to the remaining Webb Commercial acreage given that it already has access to Interstate 35;
2. affect and negatively impact an approved plat that Webb Commercial obtained pertaining to the Webb Commercial Tract at a significant cost;

3. prevent Webb Commercial from being able to reasonably develop three of the four corners of the intersection between Beltway Parkway and the Proposed Highway;
4. leave undefined who bears the cost for the construction of the necessary extension of Beltway Parkway and the timeline for such construction;
5. negatively impact the use of Beltway Parkway if the proposed extension of Beltway Parkway is not built with the materials and to the specifications necessary to meet the required standards for use by heavy vehicles;
6. negatively impact the remaining acreage Webb Commercial Tract if the Proposed Highway does not extend to the property line between the Webb Commercial Tract and the Reuthinger tract; and
7. negatively impact the remaining acreage of the Webb Commercial Tract if the frontage roads and shoulders and associated retaining walls are not constructed to provide the proper support and access to the acreage that will front the Highway on both sides.

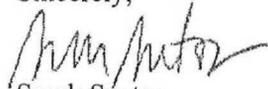
Moreover, Webb Commercial has concerns with regards to: (i) the access of the four corners created by the intersection of the Proposed Highway and Beltway Parkway to the access roads of the Proposed Highway given access restrictions at the intersection; (ii) the timing of the construction of the shoulders and the frontage roads, the elevation of the same, and the required retaining structures; (iii) the timing of construction of the full and ultimate design of the Proposed Highway in the section that crosses the Webb Commercial Tract; and (iv) the Proposed Highway terminating at 0.1 miles east of Beltway Parkway during Phase 1 rather than being extended to the property line between the Webb Commercial Tract and the Reuthinger tract.

Currently, neither Dannenbaum's March 11, 2015 "Hachar Loop Project Location Map" or any other schematics provided by Dannenbaum to date provide the location of the Webb Commercial Tract. Webb Commercial has made its own efforts to superimpose the Webb Commercial Tract on the schematics of the Proposed Highway and to compare the location and alignment proposed by Dannenbaum in 2015 to the location and alignment being proposed today. However, because Webb Commercial may not have all the specific information necessary to create an accurate depiction, Webb Commercial would request that Dannenbaum superimpose the Webb Commercial Tract on the schematics of the Proposed Highways and provide the same to Webb Commercial for review. Attached as Exhibit C is a copy of the Warranty Deed pertaining to the Webb Commercial Tract for use by Dannenbaum. If the revised schematics are acceptable to Webb Commercial, we would propose they be used by all parties to attempt to resolve the concerns and objections set forth in Exhibit B and herein.

Webb Commercial welcomes further dialogue on these and other concerns it has with the Proposed Highway and trusts that the above issues can be resolved amicably. We look forward to working with you and all other interested parties to reach agreements that are mutually beneficial to all.

If you have any questions or require any other information at this time, please do not hesitate to contact me or Jason Davis at 210-853-5882.

Sincerely,



Sarah Santos

Cc: Texas Department of Transportation
Attn: David M. Salazar, Jr, P.E.
Laredo District Engineer
1817 Bob Bullock Loop
Laredo, Texas 78043-9770

Via CMRRR: 7017 2620 0000 1409 6373

City of Laredo
Attn: The Honorable Pete Saenz, Mayor
1110 Houston Street
Laredo, Texas 78040

Via CMRRR: 7017 2620 0000 1409 6380

Verde Corp.
Attn: Nicholas Van Steenberg, President
7718 McPherson Road, Suite 304
Laredo, Texas 78045

Via CMRRR: 7017 2620 0000 1409 6397

Webb County
Attn: The Honorable Tano Tijerina,
Webb County Judge
1000 Houston St., 3rd Floor
Laredo, Texas 78040

Via CMRRR: 7017 2620 0000 1409 6403

Reuthinger Living Trust
Attn: Viola Hortense Reuthinger, Trustee
2102 Gustavus St.
Laredo, Texas 78043-2339

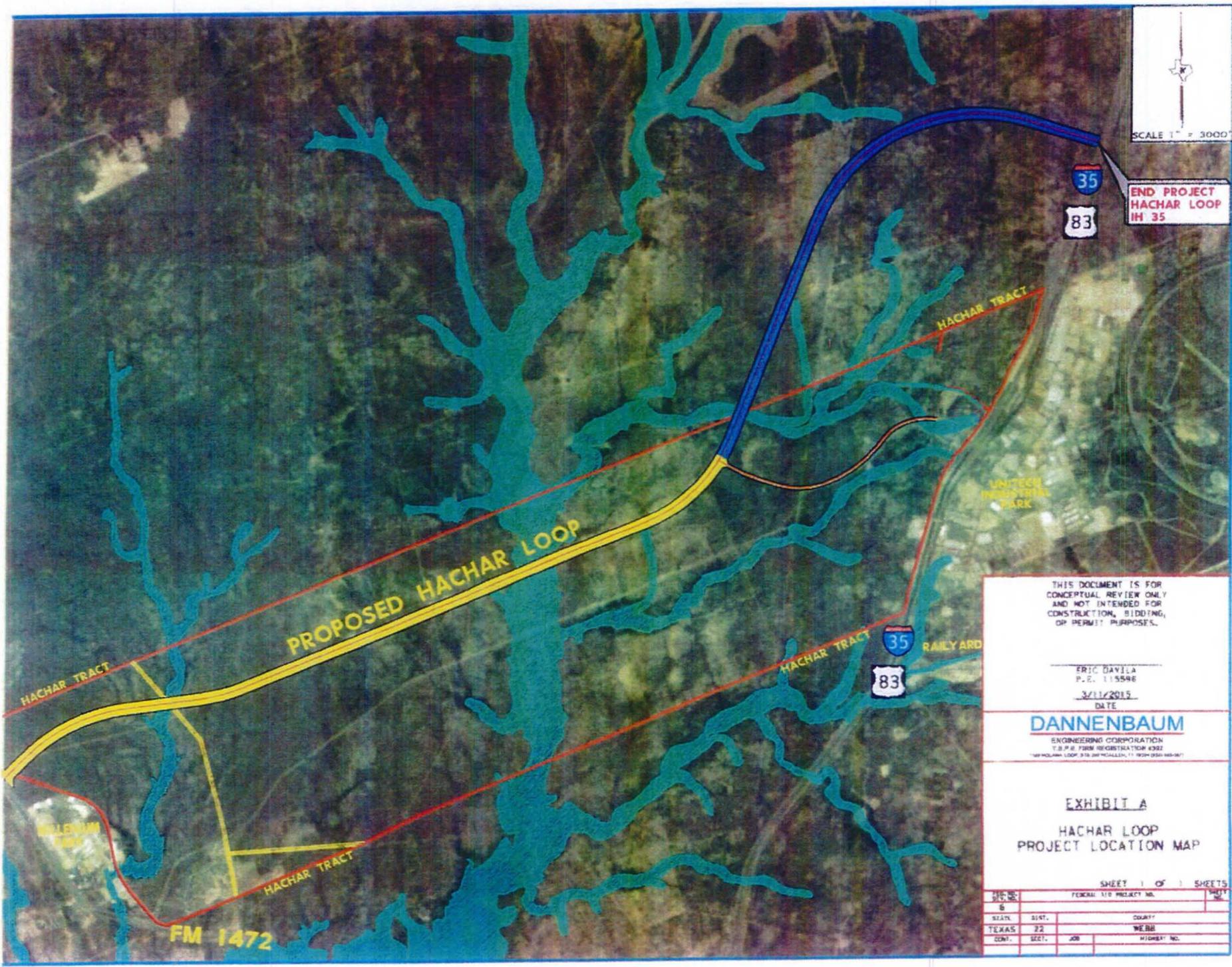
Via CMRRR: 7018 1830 0000 5535 1452

Dannenbaum Engineering
Attn: Gustavo O. Lopez, P.E.
Vice President / Director South Texas Transportation Division
415 Embassy Oaks, Suite 102
San Antonio, Texas 78216

Via CMRRR: 7018 1830 0000 5535 1469

Via E-mail: gustavo.lopez@dannenbaum.com

Exhibit A



SCALE 1" = 3000'

END PROJECT
HACHAR LOOP
IH 35

THIS DOCUMENT IS FOR
CONCEPTUAL REVIEW ONLY
AND NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.

ERIC DAVILA
P.E. 115586
3/11/2015
DATE

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.# 7386 REGISTRATION #392
1400 HOLLAND LOOP, SUITE 200 COLLEEN, TX 76034-0200

EXHIBIT A
HACHAR LOOP
PROJECT LOCATION MAP

SHEET 1 OF 1 SHEETS

PROJECT NO.	FEDERAL AID PROJECT NO.			DATE
STATE	DIST.	COUNTY		
TEXAS	22	WEBB		
CONTRACT	SECT.	JOB	HIGHWAY NO.	

Exhibit B

Hachar-Reuthinger Loop
CSJ's No. 0922-33-165 and 0922-33-166
Public Meeting
July 9, 2019

The City of Laredo and Webb County thank you for attending this Public Meeting and welcome your comments on the proposed construction of the Hachar-Reuthinger Highway. Please complete the following information and place your completed sheet in the box or return it by mail to the Webb County Engineering Department, 1620 Santa Ursula, Laredo, Texas 78040, Attn: Guillermo Cuellar. Verbal comments can be made through the phone at (956) 523-5652. Comments must be received on or before July 23, 2019 to be part of the official meeting record.

Name: IRMA G. GARZA MONTEMAYOR
Organization or Affiliation: WEBB COMMERCIAL DEVELOPMENT INC. (WEBB)
Address: 7305 SAN DARIO AVE / SUITE 6 PMB #330
LAREDO, TX 78045
Telephone Number: +521 81 83 96 99 00 (956) 602-0699
Email Address: irma.garza@grupo san marino.mx

Your comments (use additional sheets if necessary): I HAVE HAD A CONVERSATION WITH GUSTAVO LOPEZ (DANNENBAUM) DURING WHICH THE CONCERNS OF WEBB AND POSSIBLE SOLUTIONS WERE DISCUSSED. WEBB INTENDS TO PROVIDE A WRITTEN STATEMENT OF ITS POSITION TO TEA-DOT, THE CITY OF LAREDO AND DANNENBAUM PRIOR TO JULY 23, 2019. A SCHEMATIC ILLUSTRATING SOME OF THE CONCERNS OF WEBB WERE PROVIDED TO GUSTAVO LOPEZ. WEBB IS IN FAVOR OF THE PROJECT, BUT IS NOT IN FAVOR OF DONATING ALL OR SOME OF THE RIGHT OF WAY ON WEBB'S PROPERTY, UNLESS CONCESSIONS ARE MADE BY THE ADJOINING LANDOWNERS. THE AMOUNT OF WEBB ACREAGE NEEDED FOR THE RIGHT OF WAY WOULD IMPOSE AN UNDOE BURDEN ON WEBB CONSIDERING THE AMOUNT OF ACREAGE THAT WEBB OWNS, THE AMOUNT PAID FOR THE ACREAGE AND THE LIMITED BENEFIT TO THE REMAINING WEBB ACREAGE. IN ADDITION WEBB HAS A RECORDED PLAT THAT WILL BE NEGATIVELY IMPACTED



Hachar-Reuthinger Loop
CSJ's No. 0922-33-165 and 0922-33-166
Public Meeting
July 9, 2019

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Name: _____

Organization or Affiliation: _____

Address: _____

Telephone Number: _____

Email Address: _____

Your comments (use additional sheets if necessary): BY THE TEXDOT RIGHT OF WAY AND THE SCHEDULED EXTENSION OF BELTWAY PARKWAY, IN ADDITION, THE LOCATION OF THE INTERSECTION OF BELTWAY PARKWAY AND THE HACHAR-REUTHINGER LOOP PREVENTS THE COMMERCIAL, REASONABLE DEVELOPMENT OF THREE OF THE FOUR CORNERS OF SUCH INTERSECTION AS WELL AS THE PROPERTY LEADING UP TO THE INTERSECTION. THERE IS A CONCERN WITH RESPECT TO WHETHER THE EXTENSION OF BELTWAY PARKWAY WILL BE BUILT WITH THE MATERIALS NECESSARY TO WITHSTAND THE HEAVY AXLE COUNT AND WEIGHT THAT WILL BE CARRIED ON THE ROAD. THE ACCESS OF THE FOUR CORNERS TO THE ACCESS ROADS OF THE LOOP IS ALSO A CONCERN. IN ADDITION, THE TIMING OF THE CONSTRUCTION OF THE SHOULDERS AND THE FRONTAGE ROADS, AS WELL AS THE ELEVATION THEY WILL BE BUILT AT AND THE REQUIRED RETAINING STRUCTURES ARE ALSO A CONCERN.

Hachar-Reuthinger Loop
CSJ's No. 0922-33-165 and 0922-33-166
Public Meeting
July 9, 2019

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Name: _____

Organization or Affiliation: _____

Address: _____

Telephone Number: _____

Email Address: _____

Your comments (use additional sheets if necessary): WEBB ALSO OBJECTS TO
THE PROJECT TERMINATING AT 0.1 MILES EAST OF BELTWAY
PARKWAY. WEBB BELIEVES THAT THE LOOP SHOULD EXTEND TO
THE BOUNDARY OF THE HACHAR AND REUTHINGER TRACT.
WEBB BELIEVES ALL OF THOSE ISSUES CAN BE RESOLVED AND
LOOKS FORWARD TO WORKING WITH TEX-DOT, THE CITY OF
LAREDO AND ADJOINING LANDOWNERS IN REACHING THE
NECESSARY RESOLUTIONS.

SINCERELY

IRMA G. GARZA MONTANER

GENERAL MANAGER

WEBB COMMERCIAL DEVELOPMENT INC.

JULY 9th, 2019.

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB §

THAT THE UNDERSIGNED, **David A. Hachar, Lilia Jeanette Hachar and Lilia Ethel Jasso, all individually and Falcon International Bank, as Trustee of all the Trusts created under the Last Will and Testament of Nicolas D. Hachar; Louis P. LaVaude and George L. "Buddy" Hachar, Jr., as Co-Trustees of the Nicolas David Hachar Estate Trust aka N.D. Hachar Estate Trust**, acting herein by and through its duly authorized agent, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by Webb Commercial Development, Inc., a Texas Corporation, hereinafter called Grantee, whose mailing address is 6909 Springfield Ave., Suite 200, Laredo, Texas, 78041, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of one certain promissory note of even date herewith in the principal sum of SIX MILLION SIX HUNDRED NINETEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100THS (\$6,619,850.00) DOLLARS, payable to the order of TEXAS COMMUNITY BANK, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Joe Sanchez, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described as follows:

The Surface Only to a tract of land containing 185.43 acres (8,077,212 S.F.), more or less, situated in Porcion 12, SANTIAGO SANCHEZ ORIGINAL GRANTEE, ABSTRACT 278 and Porcion 13, JOSE M. GARCIA ORIGINAL GRANTEE, City of Laredo, Webb County, Texas, said 185.43 acre tract of land being out of a called 6,132.06 acre tract of land deeded to N.D. Hachar in Volume 303, Pages 164-172, Deed Records, Webb County, Texas and being more particularly described as follows:

COMMENCING at a found concrete monument (N:17,140,446.58, E:670,893.74) being the Northerly corner of Travel Center of America boundary as recorded in Volume 26, Pages 10-17 of the Webb County Map Records, Texas also being an exterior corner of N.D. Hachar Industrial Park, Phase I as recorded in Volume 29, Pages 17-18 of the Webb County Map Records, Texas, THENCE, South 65 degrees 40 minutes 55 seconds West, a distance of 7286.64 feet to a found 1/2 inch iron rod being the West corner of Webb Commercial Development, Inc. being a 219.28 acre tract as per deed recorded in Volume 3509, Pages 185-195, W.C.D.R. for an interior corner of this tract with coordinates of (N:17,137,899.141, E:665,461.054) and the TRUE POINT OF BEGINNING;

THENCE, South 72 degrees 22 minutes 09 seconds East, along the Southern

Landtitle Texas, L.L.C.
GF No. 15001132

boundary line of said 219.28 acres tract, a distance of 703.74 feet to a point on a curve having a radius of 2260.0 feet, chord of South 81 degrees 08 minutes 26 seconds East, 689.28 feet;

THENCE, along said curve continuing along said 219.28 acre tract and into said 81.10 acre tract and arc length of 691.98 feet to a non-tangent point of being on the West side of Utility Easement being 3.55 acres as recorded in Volume 2677, Pages 774-782, W.C.D.R., for an exterior corner hereof;

THENCE, South 07 degrees 38 minutes 40 seconds West, along said Utility Easement, a distance of 1068.43 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 74 degrees 46 minutes 44 seconds West, a distance of 2666.21 feet to a set 1/2 inch iron rod for a deflection point hereof;

THENCE, North 56 degrees 17 minutes 17 seconds West, a distance of 518.56 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 33 degrees 42 minutes 43 seconds East, a distance of 1055.00 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 61 degrees 31 minutes 08 seconds West, a distance of 677.00 feet to a set 1/2 inch iron rod for an interior corner hereof;

THENCE, South 35 degrees 10 minutes 39 seconds West, a distance of 993.60 feet to a set 1/2 inch iron rod for an exterior corner hereof;

THENCE, North 56 degrees 17 minutes 17 seconds West, a distance of 1658.92 feet to a set 1/2 inch iron rod being approximately 25 feet from the North boundary line of said N.D. Hachar Ranch, for the Northwest corner hereof;

THENCE, North 67 degrees 50 minutes 47 seconds East, following North boundary line of said N.D. Hachar Ranch approximately with a 25 foot offset, a distance of 3257.68 feet to a set 1/2 inch iron rod, for the most Northerly corner hereof;

THENCE, South 67 degrees 01 minutes 58 seconds East, a distance of 1360.62 feet to a found 1/2 inch iron rod being the Northwest corner of said 219.28 acre tract, for an exterior corner hereof;

THENCE, South 17 degrees 37 minutes 51 seconds West, along said 219.28 acre Westerly boundary line, a distance of 1695.78 feet to the Point of Beginning of the 185.43 acre tract of land, more or less.

Grantor reserves for itself, its successor and assigns, and excepts from this conveyance, all of the ground water rights that pertaining to the real property (regardless of the method by which any

such ground water rights are produced), and it is understood that Grantee acquires no interests therein.

Grantor reserves for itself, its successor and assigns, and excepts from this conveyance, all of the oil, gas, coal, barite, uranium and all other minerals in, on and under the above described property (regardless of the method by which any such mineral or substance is, or may be mined or produced), and it is understood that Grantee acquires no interests therein; and this conveyance shall be subject to the rights of the owners of said oil, gas and other minerals and subject to such oil, gas and/or mineral leases as are currently in effect and as may be executed in the future. Surface minerals such as sand, gravel, caliche and dirt are being conveyed.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of the free uninterrupted, and perpetual use of, subject to the limitations set forth herein and in a separate right to maintain, a nonexclusive 30 foot wide access easement over the above described property. This easement is described in Exhibit A attached hereto and incorporated herein by reference. The easement is perpetual and nonexclusive, and Grantor reserves for Grantor and Grantors heirs, successors, and assigns the right to convey the easement or other rights to others, subject to the right of Grantee to improve the easement and dedicate the easement to the public. Notwithstanding any other provisions, within 60 days of the dedication and acceptance by the City of Laredo of the section of Beltway Parkway to be constructed over the section of the easement set forth above, the Grantor will execute a Termination of Easement in a form recordable with the Webb County Clerk.

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time:

1. Volume 1507, Page 814, Official Records, Webb County, Texas, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
 2. Off-Site Variable Utility Easement as shown according to the map or plat thereof recorded in Volume 26, Pages 10-17, Map Records, Webb County, Texas.
 3. Right of way easement granted to Central Power and Light Company, its successors and assigns, dated August 25, 1955, filed September 16, 1955 recorded in Volume 242, Page 429, Deed Records, and Delineation of Easement and Restrictive Covenant granted to AEP Texas Central Company, its successors and assigns, dated November 19, 2003, filed December 9, 2003, recorded in Volume 1507, Page 814, Official Records, Webb County, Texas.
 4. Right of way easement granted to Medina Electric Cooperative, Inc., its successors and assigns, dated March 3, 1961, filed March 7, 2002 recorded in Volume 1182, Page 210, Official Records, Webb County, Texas.
-

5. Terms, conditions, restrictions, reservations, easements and right of ways as set forth in Partition Deed dated January 12, 1963, recorded in Volume 303, Page 164, Deed Records, Webb County, Texas.

6. Delineation of easement granted to Central Power and Light Company, its successors and assigns, dated December 16, 1994, filed January 20, 1995 recorded in Volume 281, Page 603, Official Records, Webb County, Texas.

7. Memorandum of Non-Exclusive Pipeline Right-of-Way Agreement granted to Eagle Ford Escondido Gathering, LLC, its successors and assigns, dated November 2, 2010, filed February 4, 2011, recorded in Volume 3047, Page 109, Official Records, Webb County, Texas.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

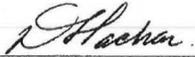
But it is expressly agreed that the Vendor's Liens, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

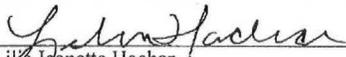
The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to TEXAS COMMUNITY BANK, its successors and assigns, the payee named in said note without recourse on Grantor.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTERS AFFECTING OR RELATING TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN THE WARRANTY OF THE TITLE TO BE CONTAINED IN THIS DEED) , AND THE GRANTEE IS RELYING ENTIRELY ON THE GRANTEE'S INSPECTION AND INVESTIGATION OF THE PROPERTY WITH RESPECT TO ALL SUCH MATTERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND ANY IMPROVEMENTS THEREON ARE TO BE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT THE GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN WARRANTY OF TITLE TO BE CONTAINED IN THE DEED) CONCERNING THE PROPERTY THEREON, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE

CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS, (iii) ANY QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY AND ANY IMPROVEMENTS THEREON. GRANTOR IS NOT LIABLE OR BOUND IN ANY MATTER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

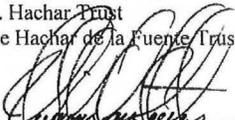
EXECUTED this 19th day of AUGUST, 2015.


David A. Hachar

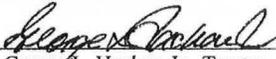

Lilia Jeanette Hachar


Lilia Ethel Jasso

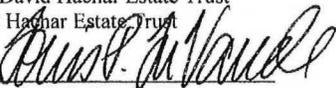
Falcon International Bank, as Trustee of all the Trusts
Created under the Last Will and Testament of Nicolas D. Hachar:
Guadalupe Hachar Didieu Trust
Olga Hachar LaVaude Trust
George L. Hachar Trust
Guadalupe Hachar de la Fuente Trust

By: 
Nicholas Van Steenberg, President, Trust Department,
Falcon International Bank, Trustee of all the Nicolas D. Hachar Trusts

Nicolas David Hachar Estate Trust
aka N.D Hachar Estate Trust

By: 
George L. Hachar, Jr., Trustee

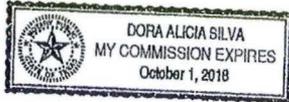
Nicolas David Hachar Estate Trust
aka N.D Hachar Estate Trust

By: 
Louis P. LaVaude, Trustee

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by David A. Hachar.

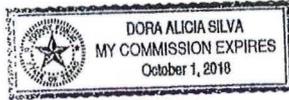


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by Lilia Jeanette Hachar.



Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by Lilia Ethel Jasso.

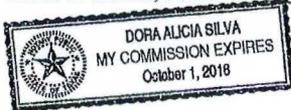


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by Nicholas Van Steenberg, President of the Trust Department of Falcon International Bank, as Trustee of all the Trusts created under the Last Will and Testament of Nicolas D. Hachar, a state banking association, on behalf of said association.

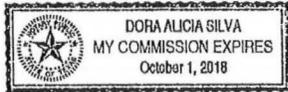


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19th day of AUGUST, 2015, by George L. Hachar, Jr., Trustee of the Nicolas David Hachar Estate Trust aka N.D Hachar Estate Trust on behalf of said Trust.

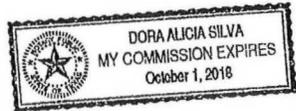


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 21st day of AUGUST, 2015, by Louis L. LaVaude, Trustee of the Nicolas David Hachar Estate Trust aka N.D Hachar Estate Trust on behalf of said Trust.



Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS



LEGAL DESCRIPTION

Centerline Access Easement out of a 185.43 acre tract

CENTERLINE OF 1064.50 LF FOR AN ACCESS EASEMENT with a 15 feet on each side, more or less, situated in Porcion 13, City of Laredo, Webb County, Texas. Being out of a called 6,132.06 acre tract of land deeded to N.D. Hachar as per deed recorded in volume 303, pages 164-172 of the Webb County Deed Records, Texas. This centerline access easement being more particularly described as follows:

COMMENCING at a found 1/2" iron rod being the most westerly corner of a tract containing 219.28 acres as recorded in volume 3509, pages 185-195 of the Webb County Deed Records, Texas having a coordinate (N: 17,137,899.141 E: 665,461.054) **THENCE**, S 76°34'02" E, a distance of 1374.21 **FEET** to the **TRUE POINT OF BEGINNING**;

THENCE, S 07°38'40" W, paralleling the west side of Medina Electric Easement as per deed recorded in volume 461, pages 641 Webb County Deed Record, Texas, with a 15 foot offsite west, a distance of **1064.50 FEET** to the end of this access easement.

Basis of bearing according to Grid North, Texas State Plane Coordinate System, South Zone, Nad 1983.



www.howlandcompanies.com

7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 P. 956.722.4411 | F. 956.722.5414
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME



Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

Doc # 1242709
Recorded
8/28/2015 1:11:09 PM

Signed: *[Signature]*
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees: \$58.00

Cm. Altgelt was not present.

33. 2018-R-94

Resolution renaming Eastwoods Park to the Arturo N. Benavides, Sr Park. The Facilities Naming Commission is in favor of the renaming of this park.

Motion to adopt Resolution 2018-R-094, adding "Memorial" after "Sr."

Moved: Cm. Torres

Second: Cm. Balli

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

34. 2018-R-95

Authorizing the City's Delinquent Tax Attorney to arrange for the auction by the Webb County Sheriff pursuant to Section 34 (b) and (c) of the Texas Tax Code of the following properties subject to the recommended minimum bids specified herein:

Property #	Address	Current Minimum Bid	Recommended Minimum Bid
2	3201 Roseno	\$49,900	\$38,000
3	1404 Gates	\$45,700	\$33,500
6	1219 E. Musser	\$41,500	\$31,000

All above properties are more specifically described in attached Exhibit A.

Motion to adopt Resolution 2018-R-095.

Moved: Cm. Balli

Second: Cm. Torres

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

35. 2018-R-96

Adopting a program under Texas Local Government Code Chapter 380 and authorizing the City Manager to execute an agreement made pursuant to Texas Local Government Code Chapter 380 relating to the development of a roadway traversing approximately 5.135 acres located West of IH 35 at the United Overpass across the Hachar Trust property to FM 1472 (Mines Road) and providing an effective date.

Motion to adopt Resolution 2018-R-096.

Moved: Cm. Balli

Cm. Altgelt was not present.

XIII (b) MOTIONS

36. Approving the submission of the 2018-2019 One Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) request for funding in the amounts of \$3,729,949.00 in 44th Action Year Community Development Block Grant (CDBG) funds, \$1,178,458.00 through the HOME Investment Partnership Program (HOME), and \$306,204.00 through the Emergency Solutions Grant (ESG). An additional \$2,800.00 is anticipated to be received through CDBG program income, \$72,200.00 in Housing Rehabilitation Revolving Loan funds, and \$160,000.00 in HOME program income. Also authorizing the City Manager to execute all documents as a result of the Plan's submission. The plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

44th AY Community Development Block Grant	
Community Development Administration	\$656,089
Housing Rehabilitation Administration	\$304,458
Housing Rehabilitation Loan Program	\$468,451
Code Enforcement	\$489,984
Graffiti Removal Program	\$49,944
Downtown Senior Recreational Program	\$145,225
Downtown Elderly Affordable Rental Housing	\$301,198
Rental Rehabilitation Program	\$350,000
Downtown Neighborhood Access Improvements	\$127,400
El Eden Park Improvements	\$120,000
Freddy Benavides Park Improvements	\$120,000
Sidewalks in District III	\$120,000
Eastwoods Neighborhood Park Improvements	\$20,000
Sidewalks in District IV	\$100,000
De Llano Park Improvements	\$120,000
Bike Lanes in District VII	\$120,000
Sidewalks in District VIII	\$120,000
TOTAL	\$3,732,749

Revolving Loan	
Housing Rehabilitation Revolving Loan Administration	\$9,452

City Council-Regular

Meeting Date: 07/16/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Nathan Bratton

SUBJECT

2018-R-96 Adopting a program under Texas Local Government Code Chapter 380 and authorizing the City Manager to execute an agreement made pursuant to Texas Local Government Code Chapter 380 relating to the development of a roadway traversing approximately 5,135 acres located West of IH 35 at the Unitec Overpass across the Hachar Trust property to FM 1472 (Mines Road); and providing an effective date.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal impact to be determined by the agreement.

RESOLUTION NO. 2018-R-96

ADOPTING A PROGRAM UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 380 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT MADE PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 380 RELATING TO THE DEVELOPMENT OF A ROADWAY TRAVERSING APPROXIMATELY 5,135 ACRES LOCATED WEST OF IH 35 AT THE UNITEC OVERPASS ACROSS THE N.D. HACHAR TRUST PROPERTY TO FM 1472 (MINES ROAD); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code authorizes a local government to establish and provide for the administration of one or more programs, for making loans and grants and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, under Chapter 380 of the Texas Local Government Code, the City of Laredo adopts an economic development program, as set forth in the Chapter 380 Economic Development Agreement between the City of Laredo and Verde Corp. (attached hereto as Exhibit A) to promote local economic development and stimulate business and commercial activity within the City limits; and

WHEREAS, Verde Corp ("Developer") owns or develops certain real property consisting of approximately 5,135 acres of land, known as the N.D. Hachar trust property (the "Property"), within the City of Laredo ("City") located approximately west of IH 35 at the Unitec overpass and continuing west to FM 1472 (Mines Road); and

WHEREAS, Developer intends to develop the Property as a multi-use project, including, industrial, commercial, multi and single family uses (the "Project"); and

WHEREAS, the development of the Project, as proposed, will contribute to the economic development of the City by creating new jobs and increased employment, generating increased development, increased real property value and tax revenue for the City, enhance public infrastructure, and have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the City and Developer are executing and entering into an Agreement to set forth certain terms and obligations of the City and Developer with respect to enhancing the Project by preparing for the initial construction of a multi-lane roadway, in an approximate 400 foot corridor to be defined during the development of an approved schematic and identified in the environmental process as defined and approved by the Texas Department of Transportation (TxDOT); and

WHEREAS, in consideration of the future construction of the overweight roadway traversing the Property, the City desires to make a grant, in an amount not to exceed Two Hundred

Seventy-Five Thousand Dollars (\$275,000.00), pursuant to Chapter 380 (the "380 Grant") to Developer as provided in this Agreement for costs and expenses incurred by Developer in completing an Environmental Assessment and securing a Finding of No Significant Impact (FONSI) for the proposed roadway and as an economic incentive for Developer to develop the property in a manner consistent with its approved master plan; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or political subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for the Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and adopted as findings of fact

Section 2. Chapter 380 Program. Exhibit A, attached hereto and incorporated by reference as if set out in full, is adopted as a Chapter 380 program.

Section 3. Authorization. The City Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A", and all documents necessary to accomplish the purposes of this resolution, provided said Agreement is first fully executed by an authorized representative of the Developer.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Tex. Gov't Code.

Section 5. Effective Date. This Resolution shall take effect upon its adoption.

APPROVED AND ADOPTED on this the ____ day of July, 2018.

PETE SAENZ
MAYOR

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM ONLY:

Kristina Laurel Hale
City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Agreement (hereinafter "Agreement") by and between the CITY OF LAREDO, TEXAS, a Texas home-rule municipal corporation (hereinafter "City") and VERDE CORP., a Texas Corporation, (hereinafter "Developer") (City and Developer collectively referred to as the "Parties" and sometimes individually as a "Party"), is entered into upon the "Effective Date," as more clearly defined herein.

WHEREAS, the City has established this as a program in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, Verde Corp ("Developer") owns or develops certain real property consisting of approximately 5,135 acres of land, known as the N.D. Hachar trust property (the "Property"), within the City of Laredo ("City") located approximately west of IH 35 at the Unitec overpass and continuing west to FM 1472 (Mines Road); and

WHEREAS, Developer intends to develop the Property as a mixed use project, including, industrial, commercial, retail and multi-family uses (the "Project"); and

WHEREAS, in order to proceed with the Project, Environmental clearance pursuant to NEPA and TxDOT permits are required in order to construct roadway improvements that will promote the economic development of the City, enhance mobility, and increase public safety; and

WHEREAS, the City recognizes the positive economic impact that the Development will have through the production of new jobs, the attraction of new businesses, and the increased ad valorem and sales and use tax revenue to be generated by the Development for the City, and that without the Project the City would not receive these benefits; and

WHEREAS, the City has adopted Resolution No. 2018-R-96 authorizing City to make certain economic development grants to Developer in recognition of, and derived from the positive economic benefits that will accrue to City on account of the Project; and

WHEREAS, the City hereby establishes this Agreement as a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 under which the City has the authority to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380 and other law, Developer has agreed to comply with certain conditions for receiving those benefits; and

WHEREAS, in consideration of the future construction of an overweight roadway traversing the Property, the City desires to make a grant, in an amount not to exceed Two Hundred Seventy-

Exhibit A to 2018-R-95

Agreement

Five Thousand Dollars (\$275,000.00), pursuant to Chapter 380 (the "380 Grant") to Developer as provided in this Agreement for costs and expenses incurred by Developer in completing an Environmental Assessment and securing a Finding of No Significant Impact (FONSI) for the proposed roadway and as an economic incentive for Developer to develop the property in a manner consistent with his approved master plan; and

WHEREAS, the parties desire to enter into an agreement to provide the terms and conditions by which Developer shall be reimbursed for said costs and expenses; and

WHEREAS, the City and Developer agree that the provisions of this Agreement substantially advance a legitimate interest of the City by preparing the property for public infrastructure, expanding the tax base of the City, increasing employment and promoting economic development.

WHEREAS, the City has concluded and hereby finds that entering into this Agreement is in the best interests of the City.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

ARTICLE I RECITALS

Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

- 1. Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City. The City acknowledges that Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.
- 2. Term.** This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue for twenty-four months or until the Maximum Grant Amount has been reached, unless otherwise extended, in writing, by the parties.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Effective Date" shall mean the date when signed by the last party whose signing makes the Agreement fully executed.

"Grant(s)" shall mean payments in the amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).

"Payment Request" shall mean a written request from Developer to the City for payment of the applicable Grant funds.

"Related Agreement" shall mean any other agreement by and between the City and the Developer, or any of its affiliated or related entities, relating to the Project.

ARTICLE IV ECONOMIC DEVELOPMENT GRANTS

1. Grants

- (a) Subject to the satisfaction of all the terms and conditions of this Agreement, the City agrees to provide Developer with a Grant of not more than Two Hundred Seventy-Five Thousand Dollars (\$275,000.00). The Grant shall be paid as follows:
- (1) A payment of grant funds in the lump sum amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) within 30 days of the submission by Developer of a complete Schematic and Environmental Document (for an overweight corridor traversing the N.D Hachar Tract and the Reuthinger family tract from the Mines road to the west frontage road of LH 35) to TxDOT and receipt by City of a Payment Request.
 - (2) A payment of grant funds in the lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days of the issuance by TxDOT of FONSI for the aforementioned overweight corridor.
- (b) **Current Funds.** The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Grant shall be paid solely from appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for such purpose consistent with Article III, Section 52(a) of the Texas Constitution. Further, City shall not be obligated to pay any commercial bank lender or similar institution for any loan or credit agreement made by Developer. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.
- (c) **Grant Limitations.** Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Further, the City shall not be obligated to pay a commercial bank, lender or similar institution for any loan or credit agreement made by the Developer. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered by the Developer in favor of any commercial lender and/or similar financial institution.

ARTICLE V CONDITIONS TO ECONOMIC DEVELOPMENT GRANTS

The obligation of the City to pay the Grant shall be conditioned upon Developer's continued compliance with and satisfaction of each of the conditions set forth in this Agreement.

1. **Condition Precedent to Payment.** Developer shall, as a condition precedent to the payment of any Grant, provide the City with a Payment Request on the letterhead of Developer, to include copies of any studies or documentation necessary to complete the submission to TxDOT and to obtain a FONSI and detailed invoices and/or, payment requests from Developers prime consultant.
2. **Progress Reports.** Periodically, every sixty days, Developer shall submit a brief report to City indicating the progress and percentage completed of the Schematic and Environmental Assessment and an estimate of the completion and submission of same to TxDOT.

ARTICLE VI COVENANTS AND DUTIES

1. **Developer's Covenants and Duties.** Developer makes these covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article VII of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Developer.
 - (a) Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
 - (b) The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.
 - (c) Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings.

- (d) To its current, actual knowledge, Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
 - (e) Developer shall timely and fully comply with all of the terms and conditions of this Agreement.
 - (f) Developer agrees to complete, or cause to be completed, the documents required to submit a request to TxDOT for an Environmental Assessment of the proposed roadway and shall use its best efforts secure a FONSI at its sole cost and expense.
2. **City's Covenants and Duties. Grant Payment.** The City is obligated to pay Developer an amount not to exceed the Maximum Grant Amount from sources contemplated by this Agreement over a period not to exceed the expiration date, subject to Developer's timely and full satisfaction of all applicable duties and terms within this Agreement, as reasonably determined by the City Council of the City of Laredo, Texas.
 3. City shall fully cooperate with Developer in pursuing environmental clearance for the roadway area as described herein.
 4. **Substantial Compliance and Default.** Failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other Party. Failure of Developer to timely and substantially cure a default will give the City the right to terminate this Agreement, as reasonably determined by the City Council of the City of Laredo, Texas.

ARTICLE VII DESCRIPTION AND SCOPE

Developer is responsible for the preparation, development and submission of a schematic, environmental document, covering the proposed alignment of an approximate 400 ft. wide strip of land crossing the N.D. Hachar tract from Mines Road (FM 1472) and traversing the property to approximately 0.1 mile east of Beltway Parkway, (as shown on the attached Exhibit A.), which complies with all applicable federal and state environmental laws and regulations, including but not limited to the National Environmental Policy Act, the National Historic Preservation Act of 1966 and the Endangered Species Act of 1973, which require environmental clearance of federal-aid projects for the environmental clearance of this Project, to include, written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

Developer shall coordinate its efforts with Webb County's efforts to prepare and submit a single, unified schematic and environmental assessment, pursuant to NEPA, for the remaining alignment of the 400 ft. wide strip of land which crosses the Reuthinger property and as shown

on the Location Map showing the Project Limits in the attached Exhibit "A".

City grants a license to Developer to use all documents, including but not limited to reports, drawings, and schematics that have been developed by City or its consultants for the preparation of a schematic document and environmental assessment.

ARTICLE VIII TERMINATION

1. **Termination.** This Agreement shall terminate upon the earliest occurrence of any one or more of the following:
 - (a) The written agreement of the Parties;
 - (b) Expiration of this Agreement; or
 - (c) Default by Developer; or
 - (d) The Payment of the Maximum Grant Amount.
2. **Termination by Maximum Grant Amount.** If the Agreement is terminated by reaching the Maximum Grant Amount, the City is required to issue a letter to the Developer stating that the Maximum Grant Amount has been reached.

ARTICLE IX DISPUTE RESOLUTION

1. **Mediation.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Developer with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.
2. During the term of this Agreement, if Developer files and / or pursues an adversarial proceeding against the City regarding this Agreement without first engaging in good faith mediation of the dispute, then, at the City's option, all access to the Grants provided for hereunder may be deposited with a mutually acceptable escrow agent that will deposit such funds in an interest bearing account until the resolution of such adversarial proceeding.
3. Under no circumstances will the Grant funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against City.

**ARTICLE X
ADDITIONAL PROVISIONS**

1. **Binding Agreement.** The terms and conditions of this Agreement shall be binding on and inure to the benefit of the City, Developer, and their respective successors and assigns. The City Manager shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City Council of the City of Laredo, Texas, on behalf of the City related thereto.
2. **Mutual Assistance.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
3. **Representations and Warranties.** City represents and warrants to Developer that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement.
4. **Assignment.** Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City Council of the City of Laredo, Texas; provided, however, that any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Developer of any liability to the City including any required indemnity in the event that any Assignee hereof shall at any time be in default of the terms of this Agreement. The City may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.
5. **Independent Contractors.**
 - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Developer at no time will be acting as an agent of the City and that all consultants or contractors engaged by Developer respectively will be independent contractors of Developer; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Developer respectively under this Agreement, unless any such claims are due to the fault of the City.
 - (b) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (c) No employee of City, or any councilmember or agent of City, shall be personally

responsible for any liability arising under or growing out of this Agreement.

6. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, facsimile with receipt confirmation, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, addressed to the Party at the address set forth below:

If intended for City: City of Laredo
City Manager
1110 Houston St.
Laredo, Texas 78040

With a copy to: City of Laredo
City Attorney
1110 Houston St.
Laredo, TX 78040

If to the Developer: Verde Corp.
Attention: Nicholas Van Steenberg, President
7718 McPherson Road
Suite 304
Laredo, Texas 78045

Either Party may designate a different address at any time upon written notice to the other Party.

7. **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Webb County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
8. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties, as approved by the City Council of the City of Laredo, Texas.
9. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
10. **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
11. **Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its

meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Laredo, Texas.
13. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
14. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
15. **Exhibits.** Any Exhibits attached hereto are incorporated by reference for all purposes.
16. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
17. **Employment of Undocumented Workers.** During the term of this Agreement, Developer agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Developer shall be in Default and repay the amount of the Grants and any other funds received by Developer from the City as of the date of such violation within one hundred twenty (120) days after the date Developer is notified by the City of such violation, plus interest at the rate of six percent (6.00%) compounded annually from the date of the violation until paid in full. Developer is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Developer enters into with any subsidiary, assignee, affiliate, or franchisee for which Grants provided herein will be used.

18. **Indemnification.**

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUSTMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE CITY HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY DEVELOPER UNDER THIS AGREEMENT

EXCEPT THAT THE IMDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE PARTIES THAT DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL GRANTS PAID TO DEVELOPER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CITY.

19. **Additional Instruments.** City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
20. **Effective Date.** This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF LAREDO
a home-rule municipal corporation
Signed this ___ day of July, 2018

VERDE CORP.
A Texas Corporation
Signed this ___ day of July, 2018

By: _____
Horacio A. De Leon, Jr.
City Manager

By: _____
Nicholas Van Steenberg
President

APPROVED AS TO FORM ONLY:

Kristina Laurel Hale
City Attorney

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

STATE OF TEXAS

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§
§

ACKNOWLEDGMENT

COUNTY OF WEBB

This instrument was acknowledged before me on the ___ day of _____, 2018
by Nicholas Van Steenberg in his capacity as President of Verde Corp., on its behalf.

Notary Public in and for the State of Texas

STATE OF TEXAS

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§
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ACKNOWLEDGMENT

COUNTY OF WEBB

This instrument was acknowledged before me on the ___ day of _____, 2018
by Horacio A. De Leon, Jr., in his capacity as City Manager of the City of Laredo, a home-
rule municipal corporation, on its behalf.

Notary Public in and for the State of Texas

- V. REPORT(S) AND PRESENTATIONS (No action required).
 - A. “Road hand award nominee. (TxDOT)”
 - B. Update by Transit El Metro on ridership and other performance measures.
 - C. Update by TxDOT on the re-designation of IH-35 south of Victoria Street (also known as the “Four Block area”) including the State’s *position on said redesignation*. (Dr. Marte Martinez).
 - 1. Update on a discussion with TxDOT and the developer as to how a re-designation would be tangible and if TxDOT would be willing to assist with the project. (Cm. Altgelt).
 - D. Presentation on the MPO management. (Mayor).
 - E. Status report by the Regional Mobility Authority (RMA).