

# 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 22, 2019  
1:30 p.m.

### MEETING AGENDA

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

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 comment in 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 17, 2018.
  - B. Receive public testimony and approve Resolution No. MPO 2019-01 adopting the the pavement, bridge, and travel time reliability performance measures and targets, established by the Texas Department of Transportation (TxDOT), as required by Fixing America's Surface Transportation Act of 2015 (FAST), which are as follows:

Performance Measure	Baseline	2020 Target	2022 Target
<b>Pavement on Interstate Highway (IH)</b>			
% in "good" condition			66.40%
% in "poor" condition			0.30%
<b>Pavement on Non- Interstate Highway (NHS)</b>			
% in "good" condition	54.40%	52.00%	52.33%
% in "poor" condition	13.80%	14.30%	14.30%
<b>NHS Bridge Deck Condition</b>			
% in "poor" condition	0.88%	0.80%	0.80%
% in "good" condition	50.63%	50.58%	50.42%
<b>Reliability</b>			
IH Level of Travel Time Reliability	79.60%	61.20%	56.60%
Non-IH Travel Time Reliability			55.40%
<b>Truck Travel Reliability</b>	1.5	1.7	1.79

C. Receive public testimony and approve Resolution No. MPO 2019-02 adopting the Texas Department of Transportation's 2019 targets for the five federal Safety Performance Measures, as listed below:

2019 Safety Targets	Number of Fatalities (FARS/CRIS/ARF DATA)	Rate of Fatalities (FARS/CRIS/ARF DATA)	Number of Serious Injuries (FARS/CRIS DATA)	Serious Injury Rate (CRIS DATA)	Total Number of Non-Motorized Fatalities and Serious Injuries (FARS/CRIS DATA)
2015	3,582	1.39	17,110	6.63	2,036
2016	3,776	1.39	17,602	6.49	2,301
2017	3,726	1.36	17,546	6.39	2,148
2018	3,891	1.46	18,130	6.64	2,309
2019	3,980	1.47	18,367	6.60	2,394
2019 Target as a 5 year Average:	3,791	1.414	17,751	6.550	2,237.6

D. Discussion with possible action on the River Road Project.

E. Discussion with possible action on Hachar-Reuthinger Road.

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

A. Presentation by Bill Frawley of the Texas Transportation Institute on resiliency.

B. Staff report to discuss the intersection of IH 35 and Mann Road and the traffic related issues at said intersection.

- C. Status report by TxDOT on the Outer Loop Alignment Study.
- D. Status report by TxDOT on ongoing projects.
- E. Status report on the Regional Mobility Authority (RMA).
  - Discussion and possible action on selection of the proposed project to submit to the US DOT to request funding support via the most recent Notice of Funding Opportunity from the Federal Register for the Infrastructure for Rebuilding America (INFRA) Grant Program.

## 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 18TH, 2019, 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](mailto: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 900 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 de Planificación de la Ciudad, 1120 San Bernardo Ave. al (956) 794-1613, [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us), al menos cinco días hábiles antes de la reunión para que los arreglos apropiados se pueden hacer. Materiales in 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) 794-1623 o comuníquese con nosotros mediante correo electrónico a [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us).

**CITY OF LAREDO REPRESENTATIVES:**

Honorable Pete Saenz, Mayor and LUTS Chairperson  
Honorable George Altgelt, City Councilmember, District VII  
Vacant (yet to be appointed)

**LAREDO MASS TRANSIT BOARD REPRESENTATIVE:**

Honorable Roberto Balli, City Councilmember, District VIII

**COUNTY OF WEBB REPRESENTATIVES:**

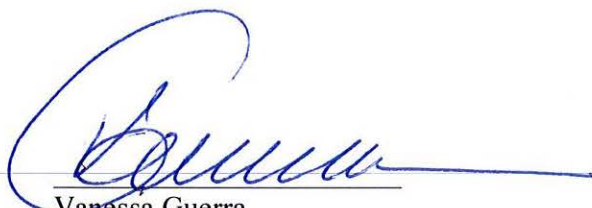
Honorable Tano E. Tijerina, Webb County Judge  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1  
Honorable John Galo, Webb County Commissioner, Pct. 3

**STATE REPRESENTATIVES:**

Mr. David M. Salazar, Jr., P.E., District Engineer  
Ms. Melisa Montemayor, 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



Vanessa Guerra  
Acting MPO Director

Jose A. Valdez, Jr.  
City Secretary



**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b>  01-22-19	<b>SUBJECT: MOTION</b> Receive public testimony and approve Resolution No. MPO 2019-01, adopting the pavement, bridge, and travel time reliability performance measures and targets, established by the Texas Department of Transportation (TxDOT), as required by Fixing America's Surface Transportation Act of 2015 (FAST), which are as follows:			
	<b>Performance Measure</b>		<b>Baseline</b>	<b>2020 Target</b>
<b>Pavement on Interstate Highway (IH)</b>				
% in "good" condition				66.40%
% in "poor" condition				0.30%
<b>Pavement on Non- Interstate Highway (NHS)</b>				
% in "good" condition		54.40%	52.00%	52.33%
% in "poor" condition		13.80%	14.30%	14.30%
<b>NHS Bridge Deck Condition</b>				
% in "poor" condition		0.88%	0.80%	0.80%
% in "good" condition		50.63%	50.58%	50.42%
<b>Reliability</b>				
IH Level of Travel Time Reliability		79.60%	61.20%	56.60%
Non-IH Travel Time Reliability				55.40%
<b>Truck Travel Reliability</b>		1.5	1.7	1.79

<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Vanessa Guerra, Acting MPO Director
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**PREVIOUS ACTION:** On 2-20-18 the Laredo MPO adopted TxDOT's Safety Performance Measures and Targets.

**BACKGROUND:**  
Per TxDOT letter dated June 21, 2018, see attached, the MPO's have been advised that the remaining targets have now been set and the MPO's have 180 days to set their own targets or to support TxDOT's targets.

**Pavement and Bridge Measures (PM2)**

- 1) Percentage of Interstate System pavement in good or better condition.
- 2) Percentage of Interstate System pavement in poor condition.
- 3) Percentage of Non-Interstate National Highway pavement in good condition.
- 4) Percentage of Non-Interstate National Highway pavement in poor condition.
- 5) Percentage of Bridge Deck on the National Highway System in good condition.
- 6) Percentage of Bridge Deck on the National Highway System in poor condition.

**System Performance Measures (PM3)**

- 1) Percentage of person-miles traveled on the Interstate system rated "reliable" (TTR-IH).
- 2) Percentage of person-miles traveled on Non-Interstate National Highway System facilities rated "reliable" (TTR Non-IH).
- 3) Percentage of truck travel time on the Interstate system rated as "reliable" (TTTR).

<b>COMMITTEE RECOMMENDATION:</b> The LUTS Technical Committee recommends approval.	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.
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**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

**BACKGROUND:**

Fixing America's Surface Transportation Act of 2015 (FAST Act), required that metropolitan and statewide transportation planning processes incorporate performance goals, measures, and targets into the process of identifying needed transportation improvements and project selection. States and MPOs must:

- use a set of federally established performance measures; and,
- set targets and monitor progress for each of the performance measures.

Over the past year, the Texas Department of Transportation (TxDOT) has been working with the MPO's through the Association of Texas Metropolitan Planning Organization's on the establishment of targets. Safety targets were established in August 2018 and reported to the Federal Administration in the State Highway Safety Plan. On 2-20-18 – the Laredo MPO adopted TxDOT's Safety Performance Measures and Targets.

On 2-20-18 – the Laredo MPO adopted TxDOT's Safety Performance Measures and Targets. Please see table below.

<b>2018 Safety Targets</b>	<b>Number of Fatalities (FARS/CRIS/ARF DATA)</b>	<b>Rate of Fatalities (FARS/CRIS/ARF DATA)</b>	<b>Number of Serious Injuries (FARS/CRIS DATA)</b>	<b>Serious Injury Rate (CRIS DATA)</b>	<b>Total Number of Non-Motorized Fatalities and Serious Injuries (FARS/CRIS DATA)</b>
2014	3,536	1.45	17,133	7.05	1,893
2015	3,516	1.36	17,096	6.62	2,023
2016	3,775	1.44	17,578	6.71	2,304
2017	3,801	1.45	17,890	6.68	2,224
2018 Target	3,891	1.46	18,130	6.64	2,309
2018 Target as a 5 year Average:	3,704	1.43	17,565	6.74	2,151

**RESOLUTION NO. MPO 2019-01**

**BY THE LAREDO URBAN TRANSPORTATION STUDY  
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE**

**ADOPTING THE PERFORMANCE MEASURES AND TARGETS FOR PAVEMENT,  
BRIDGE, AND TRAVEL TIME RELIABILITY, ESTABLISHED BY THE TEXAS  
DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, The Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and subsequent Fixing America's Surface Transportation Act of 2015 (FAST Act) require the implementation of Performance Measures in the transportation planning process; and,

**WHEREAS**, On June 21, 2018 the Texas Department of Transportation (TxDOT) adopted six (6) targets for (PM2) Pavement and Bridge Condition Measures as indicated below:

1. Percentage on Interstate System pavement in good or better condition.
2. Percentage on Interstate System pavement in poor condition.
3. Percentage of Non-Interstate National Highway System pavement in good condition.
4. Percentage of Non-Interstate National Highway System pavement in poor condition.
5. Percentage of Bridge Deck on the National Highway System in good condition.
6. Percentage of Bridge Deck on the National Highway System in poor condition; and,

**WHEREAS**, On June 21, 2018 the Texas Department of Transportation (TxDOT) adopted three targets for (PM3) System Performance Measures which are applicable to the Laredo MPO as indicated below:

1. Percentage of person-miles traveled on the Interstate system rated "reliable" (TTR-IH).
2. Percentage of person-miles traveled on Non-Interstate National Highway System facilities rated "reliable" (TTR Non-IH).
3. Percentage of truck travel time on the Interstate system rated as "reliable" (TTTR); and,

**WHEREAS**, Metropolitan Planning Organizations (MPO's) have 180 days from the adoption of performance measure targets by a state transportation to accept those measures or adopt their own targets.

**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 PM2 and PM3 performance measures and targets, which are listed below:

Performance Measure	Baseline	2020 Target	2022 Target
<b>Pavement on Interstate Highway (IH)</b>			
% in "good" condition			66.40%
% in "poor" condition			0.30%
<b>Pavement on Non- Interstate Highway (NHS)</b>			
% in "good" condition	54.40%	52.00%	52.33%
% in "poor" condition	13.80%	14.30%	14.30%
<b>NHS Bridge Deck Condition</b>			
% in "poor" condition	0.88%	0.80%	0.80%
% in "good" condition	50.63%	50.58%	50.42%
<b>Reliability</b>			
IH Level of Travel Time Reliability	79.60%	61.20%	56.60%
Non-IH Travel Time Reliability			55.40%
<b>Truck Travel Reliability</b>	1.5	1.7	1.79

We certify that the above resolution was adopted on January 22, 2019, at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

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

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Vanessa Guerra,  
Acting MPO Director

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David M. Salazar,  
TxDOT, District Engineer





125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

June 21, 2018

Mr. Al Alonzi  
Division Administrator  
Federal Highway Administration  
300 East Eighth Street, Suite 826  
Austin, Texas 78701

Attention: Michael Leary

Dear Mr. Alonzi:

Pursuant to Title 23 Code of Federal Regulations (CFR) 450.206 (c), the state must select and establish performance targets in coordination with the MPOs. These measures are established under 23 CFR 490.

Over the past year, the Texas Department of Transportation (TxDOT) has been working with the MPOs through the Association of Texas Metropolitan Planning Organization's on the establishment of targets. Safety targets were established in August, 2018 and reported to the Federal Highway Administration in the State Highway Safety Plan. The remaining targets have now been set and are provided for your information.

These targets are also being provided to the MPOs and will begin the 180 day time-clock for the MPOs to set their own or to support TxDOT's targets.

If you have any questions or need further assistance, please contact Peggy Thurin at (512) 486-5024.

Sincerely,

James M. Bass  
Executive Director

Enclosure

cc: Peter Smith, P.E., Director, Transportation Planning and Programming Division, TxDOT  
Michael A. Chacon, P.E., Director, Traffic Operations Division, TxDOT  
Gregg A. Freeby, P.E., Bridge Division Director, TxDOT  
Dan Stacks, P.E., Maintenance Division Director, TxDOT  
Eric L. Gleason, Director, Public Transportation Division, TxDOT  
Peggy Thurin, P.E., Systems Planning Section Director, TxDOT  
Lori Morel, Transportation Planning and Programming Division, TxDOT  
Tonia Norman, Government Affairs Division, TxDOT

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## Angelica Quijano

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**From:** Vanessa Guerra  
**Sent:** Tuesday, November 13, 2018 11:27 AM  
**To:** Angelica Quijano  
**Subject:** FW: PM2 and PM3 Performance Targets  
**Attachments:** Copy of Texas PM3 Target Setting - May 15 2018.xlsx; PM3 signed resolution 10-16-18 meeting.pdf; PM2 signed resolution 10-16-18 meeting.pdf; 2019 Safety PM Targets.docx; Submitted PM2\_3 Fed targets.xlsx

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**From:** Peggy Thurin [<mailto:Peggy.Thurin@txdot.gov>]  
**Sent:** Friday, November 02, 2018 12:38 PM  
**To:** [elisa.smetana@abilenetx.com](mailto:elisa.smetana@abilenetx.com); Muno, Travis; [ashby.johnson@campotexas.org](mailto:ashby.johnson@campotexas.org); [bdickinson@setrpc.org](mailto:bdickinson@setrpc.org); [bmpo@cob.us](mailto:bmpo@cob.us); [drudge@bcsmmpo.org](mailto:drudge@bcsmmpo.org); [dcarrizales@cctxmpo.us](mailto:dcarrizales@cctxmpo.us); [mmorris@nctcog.org](mailto:mmorris@nctcog.org); Roger Williams; [jjgarza@myharlingen.us](mailto:jjgarza@myharlingen.us); [acanon@hcmmpo.org](mailto:acanon@hcmmpo.org); [alan.clark@h-gac.com](mailto:alan.clark@h-gac.com); [kendra.coufal@ctcog.org](mailto:kendra.coufal@ctcog.org); Vanessa Guerra; Macie Wyers; [djones@mail.ci.lubbock.tx.us](mailto:djones@mail.ci.lubbock.tx.us); [cwalker@permianbasinmpo.com](mailto:cwalker@permianbasinmpo.com); [major.hofheins@cosatx.us](mailto:major.hofheins@cosatx.us); Isidro Martinez; [barnettc@co.grayson.tx.us](mailto:barnettc@co.grayson.tx.us); [ReaDonna.Jones@txkusa.org](mailto:ReaDonna.Jones@txkusa.org); [hnick@tylertexas.com](mailto:hnick@tylertexas.com); [mbergeron@victoriatx.org](mailto:mbergeron@victoriatx.org); [cevilia@ci.waco.tx.us](mailto:cevilia@ci.waco.tx.us); [lin.barnett@wichitafallstx.gov](mailto:lin.barnett@wichitafallstx.gov); [DKessler@nctcog.org](mailto:DKessler@nctcog.org)  
**Cc:** Raymond Sanchez Jr; Sara Garza; Phillip Tindall; Nick Page; Brigida Gonzalez; Mansour Shiraz  
**Subject:** PM2 and PM3 Performance Targets

All,

Just a reminder, MPOs are required to formally set their own PM2 and PM3 performance targets or support TxDOT's targets by December 18, 2018 (the date of the attached TxDOT submittal to FHWA + 180 days). In addition, because new safety targets are set yearly by TxDOT, you will need to either set your own safety targets or support the states new 2019 targets (attached). This action on the safety targets will need to be done yearly by February 27 moving forward.

To ensure adequate documentation of compliance with federal requirements, we are asking MPOs to provide resolutions noting acceptance of the State's targets or the MPO's own regional targets. I understand this is not a federal requirement, but as the state DOT, this is our preference. Resolutions should specify if regional travel time reliability targets for PM3 are based on the TxDOT statewide targets or the TTI suggested targets for each MPO region as reflected in the attached Excel document. Example resolutions are attached for your reference.

I understand that some of you have already adopted PM2 and/or PM3 targets but not by resolution. This will require additional action by your policy committees/boards. I apologize for any inconvenience this may cause. If you expect to have any difficulty making the above deadline please let me and your field rep know and we will work with FHWA to help resolve the problem.

### Summary of PM2 and PM3 Performance Measures:

#### PM2

##### Pavement Condition (4 Measures)

- 4-Year targets for percentage of pavements of the Interstate system in Good condition
- 4-Year targets for percentage of pavements of the Interstate system in Poor condition
- 4-Year targets for percentage of pavements of the non-Interstate system in Good condition
- 4-Year targets for percent of pavements of the non-Interstate system in Poor condition

##### Bridge Condition (2 Measures)

- 4-Year targets for percent of NHS bridges classified as in Good condition
- 4-Year targets for percent of NHS bridges classified as in Poor condition

**PM3**

**Systems Performance – NHS (2 Measures)**

- 2-Year and 4-Year targets for Interstate Travel Time Reliability: Percent of person-miles traveled on the Interstate NHS that are reliable
- 4-Year targets for Non-Interstate Travel Time Reliability: Percent of person-miles traveled on the non-Interstate NHS that are reliable

**Freight – Interstate Highways (1 Measure)**

- 2-Year and 4-Year Targets for Freight Reliability Truck Travel Time Reliability (TTTR) Index

**CMAQ – Nonattainment/Maintenance Areas with Populations over 1 million (3 Measures)**

- 2-Year and 4-Year Targets for Percent Non-SOV Travel
- 4-Year Targets for Peak Hour Excessive Delay (PHED)
- 2-Year and 4-Year Targets for Total Emissions Reduction

Please let me know if I can provide any additional information, clarification, or assistance.

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*A Texas Department of Transportation (TxDOT) message*

**#EndTheStreakTX**



Performance Measure	Baseline	2020 Target	2022 Target
<b>Pavement on IH</b>			
% in "good" condition			66.4%
% in "poor" condition			0.3%
<b>Pavement on non-IH NHS</b>			
% in "good" condition	54.4%	52.0%	52.3%
% in "poor" condition	13.8%	14.3%	14.3%

Performance Measure	Baseline	2020 Target	2022 Target
<b>NHS Bridge Deck Condition</b>			
% in "poor" condition	0.88%	0.80%	0.80%
% in "good" condition	50.63%	50.58%	50.42%

Performance Measure	Baseline	2020 Target	2022 Target
<b>Transit Asset Management</b>			
% revenue vehicles at or exceeding useful life benchmark			<15%
% service vehicles (non-revenue) at or exceeding useful life benchmark			<15%
% facilities rated below 3 on condition scale (TERM)			<15%
% track segments with performance restrictions			NA

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Performance Measure	Baseline	2020 Target	2022 Target
<b>NHS Travel Time Reliability</b>			
<b>HI Level of Travel Time Reliability</b>	79.6%	61.2%	56.6%
<b>Non-HI Level of Travel Time Reliability</b>			55.4%
<b>Truck Travel Time Reliability</b>	1.50	1.70	1.79
<b>Annual Hours of Peak Hour Excessive Delay per capita</b>			
<b>Dallas-Fort Worth</b>			15
<b>Houston-Galveston</b>			16
<b>% Non-SOV Travel</b>			
<b>Dallas-Fort Worth</b>	19.60%	19.21%	19.01%
<b>Houston-Galveston</b>	20.10%	19.70%	19.50%
<b>Total Emission Reduction</b>			
<b>NOX</b>	2,410.80	2,892.96	6,509.16
<b>VOC</b>	499.72	599.67	1,399.23
<b>NOX</b>	403.22	806.44	1,612.87
<b>VOC</b>	267.86	535.72	1,071.44
<b>CO</b>	580.24		891.11
<b>PM 10</b>	0.97		13.71
<b>Statewide NOX</b>	2814.02	3699.4	8122.03
<b>Statewide VOC</b>	767.58	1135.39	2470.67
<b>Statewide CO</b>	580.24		891.11
<b>Statewide PM 10</b>	0.97		13.71

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# **PART 3- Performance-Based Planning Under the FAST Act**

# Performance Goals Under MAP-21

## National Goals





# TPM Elements



# TPM Rulemakings by Regulatory Chapter

TPM-Related Rules	Final Rule Published	Rule Effective Date	Regulatory Chapter
Safety Performance Measures <b>(PM1)</b>	March 15, 2016	April 14, 2016	23 CFR 490 (Subpart A & B)
Highway Safety Improvement Program (HSIP)	March 15, 2016	April 14, 2016	23 CFR 924
Statewide and Non-Metropolitan Planning; Metropolitan Planning	May 27, 2016	June 27, 2016	23 CFR 450
Highway Asset Management Plans for NHS	October 24, 2016	October 2, 2017	23 CFR 515 & 667
Pavement and Bridge Condition Measures <b>(PM2)</b>	January 18, 2017*	May 20, 2017	23 CFR 490 (Subpart A, C & D)
Performance of the NHS, Freight, and CMAQ Measures <b>(PM3)**</b>	January 18, 2017*	May 20, 2017	23 CFR 490 (Sub. A, E, F, G, H)
<b>PM 3: GHG Measure</b>	January 18, 2017	September 28, 2017	23 CFR 490.507(b)

\*changes to effective date posted in the Federal Register February 13; and March 21, 2017

\*\*Except for portions of the rule related to the percent change in CO2 emissions from 2017 (GHG measure).

# 23 CFR Part 490

- **18 FHWA Performance Measures**
  - ✓ Safety (5 measures)
  - ✓ Pavement Condition (4 measures)
  - ✓ Bridge Condition (2 measures)
  - ✓ Systems Performance (3 measures)
  - ✓ Freight (1 measure)
  - ✓ CMAQ (3 measures)

# 23 CFR Part 490

- **18 Measures**
- Describes the applicability of the measures
- Tells what data needed to support measures
- Includes target due dates
  - **State DOTs:** 1 year from the effective date of the applicable final rule
  - **MPOs:** 180 days after the State DOT
- Describes performance period, reporting requirements and timeline
- Defines the significant progress determination process



# Performance-Based Planning (NEW)

## Performance Measures

- National measures for the Federal-aid Highway Program:
  - Pavement condition on the Interstate system and remainder of the National Highway System (NHS)
  - Bridge condition on the NHS
  - Performance of the Interstate System and remainder of the NHS
  - Fatalities and serious injuries (number and rate per vehicle mile traveled) on all public roads
  - Number of non-motorized fatalities and non-motorized serious injuries
  - Freight movement on the Interstate System
  - Traffic congestion
  - On-road mobile source emissions
- Public transportation performance standards
  - State of good repair
  - Safety

# Performance-Based Planning (NEW)

## **Performance Targets**

- State DOTs and MPOs must establish performance targets for the National Performance Measures
- States, MPO, and transit agencies must coordinate in setting targets

# TPM Roles and Responsibilities

- USDOT
  - Performance Measure Rules include:
    - Establish measures; identify data sources; define metrics
    - Report to Congress
    - Stewardship and oversight
- States and MPOs
  - Establish targets
  - Support national goals in the planning process and consider measures and targets in long range plans and programs
  - Report progress to USDOT (States)

# FHWA Roles

- FHWA is committed to State and MPO success!
  - ✓ Headquarters provides guidance and develops policies and tools
  - ✓ Divisions are responsible for program delivery
  - ✓ The Resource Center provides technical assistance and training

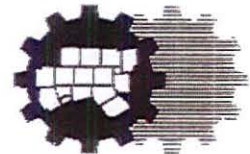
# Pavement/Bridge Performance Measure Target Setting:

MPO Applications of TxDOT Targets & Potential  
Policy Considerations (NCTCOG)

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Association of Texas Metropolitan Planning Organizations (TEMPO)  
Autumn 2018 Meeting – San Antonio, TX

September 25, 2018



North Central Texas  
Council of Governments

# Regional Goals

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## **Implement Required Federal Measures**

National Performance

## **Support TxDOT Targets As Much As Possible**

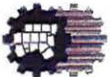
State Performance

## **Set Regional Goals To Improve Mobility**

Regional Performance – Tell Our Story

Include in Metropolitan Transportation Plan (MTP)

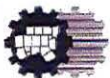
Include in Transportation Improvement Program (TIP)





# Relevant Dates

Complete	Rulemaking	MPO Target Setting Deadline	Reporting Period	Reporting Schedule
✓	Transit Asset Management	12/27/2017	Annually	Annually
✓	Safety (PM Rule 1)	2/27/2018	Annually	Annually
	Pavement and Bridge (PM Rule 2)	11/15/2018	Four-year Performance Periods (starting 2018-2022)	Biannually (beginning, middle, and end of performance periods)
	System Performance (PM Rule 3)	11/15/2018	Four-year Performance Periods (starting 2018-2022)	Biannually (beginning, middle, and end of performance periods)



# Regional Roadway System Components

Roadway Classification	Lane Miles		VMT**	
<b>2018 National Highway System (NHS)</b>				
<b>Interstates (on-system)*</b>	<b>3,331</b>	<b>26.47%</b>	<b>58,551</b>	<b>42.26%</b>
Non-Interstate Freeway (on-system)*	1,613	12.82%	31,183	22.51%
Toll Roads (off-system)	877	6.97%	11,660	8.41%
Arterials (on-system)*	4,009	31.86%	24,400	17.61%
Arterials (off-system)	2,753	21.88%	12,761	9.21%
	<b>12,583</b>	<b>100.00%</b>	<b>138,555</b>	<b>100.00%</b>

\* On-system refers to the TxDOT System  
 \*\* VMT (Vehicle-Miles of Travel) in 1,000's





# Pavement – Good Condition

<b>NCTCOG REGION: NHS Roadway Classification</b>	<b>Total Network (%)</b>	<b>2018 Baseline Good Condition (%)</b>	<b>2022 Target Good Condition (%)**</b>
<b>Interstates (on-system)*</b>	<b>26.47%</b>	<b>58.20%</b>	<b>53.22%</b>
Non-Interstate Freeway (on-system)*	12.82%	43.24%	40.37%
Toll Roads (off-system)	6.97%	39.77%	36.59%
Arterials (on-system)*	31.86%	36.11%	34.44%
Arterials (off-system)	21.88%	1.20%	1.90%
<b>STATE OF TEXAS: Roadway Classification</b>	<b>Total Network (%)</b>	<b>2018 Baseline Good Condition (%)</b>	<b>2022 Target Good Condition (%)</b>
<b>Interstate NHS</b>	<b>19.19%</b>	<b>66.80%</b>	<b>66.40%</b>
Non-Interstate NHS	80.81%	54.40%	52.30%

\* On-system refers to the TxDOT System

\*\* Based on 5-year moving average





# Pavement – Poor Condition

<b>NCTCOG REGION: NHS Roadway Classification</b>	<b>Total Network (%)</b>	<b>2018 Baseline Poor Condition (%)**</b>	<b>2022 Target Poor Condition (%)**</b>
<b>Interstates (on-system)*</b>	<b>26.47%</b>	<b>5.81%</b>	<b>7.99%</b>
<b>Non-Interstate Freeway (on-system)*</b>	<b>12.82%</b>	<b>8.43%</b>	<b>9.32%</b>
<b>Toll Roads (off-system)</b>	<b>6.97%</b>	<b>6.76%</b>	<b>8.93%</b>
<b>Arterials (on-system)*</b>	<b>31.86%</b>	<b>18.52%</b>	<b>18.39%</b>
<b>Arterials (off-system)</b>	<b>21.88%</b>	<b>73.66%</b>	<b>69.82%</b>
<b>STATE OF TEXAS: Roadway Classification</b>	<b>Total Network (%)</b>	<b>2018 Baseline Poor Condition (%)</b>	<b>2022 Target Poor Condition (%)</b>
<b>Interstate NHS</b>	<b>19.19%</b>	<b>0.30%</b>	<b>0.30%</b>
<b>Non-Interstate NHS</b>	<b>80.81%</b>	<b>13.80%</b>	<b>14.30%</b>

\* On-system refers to the TxDOT System  
 \*\* Based on 5-year moving average



# Bridges – Good Condition

NCTCOG REGION	2018 Baseline Good Condition (%)	2022 Target Good Condition (%)**
All NHS Facilities*	55.60%	61.30%

STATE OF TEXAS	2018 Baseline Good Condition (%)	2022 Target Good Condition (%)
All NHS Facilities*	50.63%	50.42%

\* Based on total deck area  
 \*\* Based on trend analysis





# Bridges – Poor Condition

<b>NCTCOG REGION</b>	<b>2018 Baseline Poor Condition (%)</b>	<b>2022 Target Poor Condition (%)**</b>
<b>All NHS Facilities*</b>	<b>2.00%</b>	<b>3.40%</b>

<b>STATE OF TEXAS</b>	<b>2018 Baseline Poor Condition (%)</b>	<b>2022 Target Poor Condition (%)</b>
<b>All NHS Facilities*</b>	<b>0.88%</b>	<b>0.80%</b>

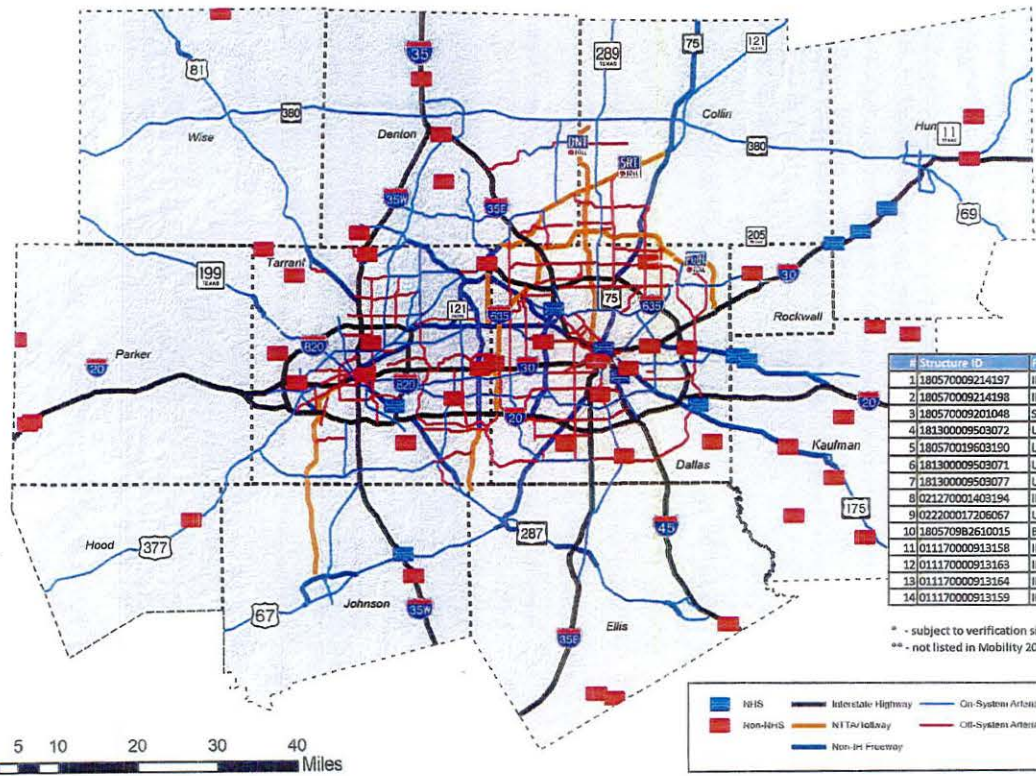
\* Based on total deck area  
 \*\* Based on trend analysis





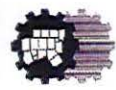
# Poor Condition Bridges (2018) – NCTCOG

"Poor" Condition Bridges within MPA (2018)



#	Structure ID	Facility Carried	Feature Crossed	County	Category	TIP?	UTP?	MTE?
1	180570009214197	IH 345 SB	IH 30, US 75 & Dart Rail	Dallas	Interstate	No*	No	No**
2	180570009214198	IH 345 NB	IH 30, US 75 & Dart Rail	Dallas	Interstate	No*	No	No**
3	180570009201048	SH 310	S Lamar, Budd St, UP RR	Dallas	Non-IH Freeway	Yes	No	Yes
4	181300009503072	US 80 EB	East Fork Trinity River	Kaufman	Non-IH Freeway	No	Yes	Yes
5	180570019603190	LP12 NB to IH35 NB	IH 35E SB	Dallas	Off-System	No	No	Yes
6	181300009503071	US 80 EB	East Fork Trinity River	Kaufman	Non-IH Freeway	No	Yes	Yes
7	181300009503077	US 80 WB	Buffalo Creek Relief	Kaufman	Non-IH Freeway	No	No	Yes
8	021270001403194	IH 35W NB	IH 35W SB Alvarado Exit	Johnson	Interstate	Yes	Yes	Yes
9	022200017206067	US 287 NB	Carey Street	Tarrant	Non-IH Freeway	Yes	Yes	Yes
10	180570982610015	BELT LINE RD	Goff Branch	Dallas	Off-System	Yes	Yes	No**
11	011170000913158	IH 30 - EB	FM 2642	Hunt	Interstate	No	Yes	Yes
12	011170000913168	IH30 WB	FM 1908	Hunt	Interstate	No	Yes	Yes
13	011170000913164	IH30 EB	FM 1908	Hunt	Interstate	No	Yes	Yes
14	011170000913159	IH 30 - WB	FM 1565 O-P	Hunt	Interstate	No	Yes	Yes

\* - subject to verification since it might be included in larger project  
 \*\* - not listed in Mobility 2045 but subject to MTP Policy M03-002 to ensure system efficiency by constructing bridge replacements



# Staff Recommendations

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**Support TxDOT Pavement and Bridge Targets**

**Pursue Long Term Partnership With Public Agencies to Improve Pavement and Bridge Conditions (Aspirational Goals)**

**Continue Coordination With TxDOT and TEMPO to Clarify Responsibilities, Protocols, and Timelines for Pavement and Bridge Performance Data Collection and Target Selection**

**Consider Regional Pavement and Bridge Performance Targets for Non-Interstate NHS Categories**

**Consider Regional Pavement and Bridge Performance Measures and Targets for Non-NHS Facilities**



**DRAFT**



# Schedule

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July 27	STTC Information Item – Performance Measures and Targets
August 9	RTC Information Item – Performance Measures and Targets
August 24	STTC Workshop – Performance Measures and Targets
September 13	RTC Information Item
September 28	STTC Information Item – Identify Draft Targets
October 8, 15, 18	Public Meetings
October 11	RTC Information Item – Identify Draft Targets
October 26	STTC Action Item - Recommend Approval of Final Targets
November 8	RTC Action Item – Approval of Final Targets
November 15	Submittal to TxDOT Deadline



# Questions

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## **Dan Lamers**

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(817) 695-9263

## **Jeffrey C. Neal**

Program Manager  
jneal@nctcog.org  
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TEXAS DEPARTMENT OF TRANSPORTATION



## BRIDGE PERFORMANCE MEASURES - TARGETS

# National Bridge Performance Measures



# National Bridge Performance Measures

23 CFR Part 490 “National Performance Management Measures” sets federal performance measures for evaluating bridge conditions:

- Percent of bridge deck area on the National Highway System in “good” condition
- Percent of bridge deck area on the National Highway System in “poor” condition

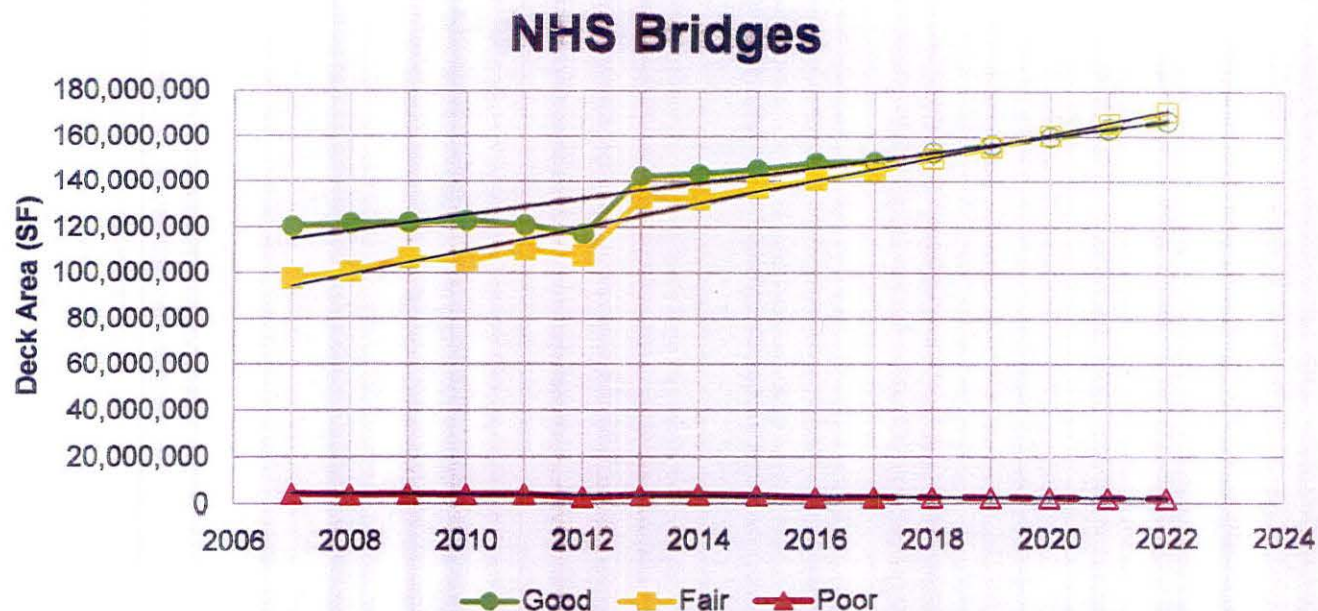
# National Bridge Performance Measures

Measures are calculated using National Bridge Inspection (NBI) data:

- Deck area is calculated as follows:
  - For culverts or other structure types under fill: Deck Area = (Approach Roadway Width) x (Structure Length)
  - For all other bridges: Deck Area = (Deck Width) x (Structure Length)
- A bridge in “Poor” condition has at least one of the major component condition ratings for deck, superstructure, substructure, or culvert less than or equal to 4 (on a 0-9 scale).
- A bridge in “Good” condition has no major component rating less than 7.
- A bridge in “Fair” condition is not classified as “Good” or “Poor”.
- Each bridge in the inventory is assigned a “good, fair, poor” rating, then a network-level PM calculation is made, weighted by individual bridge deck areas.

# National Performance Measure Target Setting

- States are required to set performance measure targets for Years 2020 and 2022.
- BRG used a trend -line analysis based on historic bridge data to set targets.
- Historic data shows consistent annual trends for deck area classified as good, fair or poor:



# National Performance Measure Target Setting

- Based on the trend-line analysis, BRG has calculated initial performance measure targets as follows:

Performance Measure	Current Performance	Target (2020)	Target (2022)
Percent of NHS Deck Area in Poor Condition	0.8%	0.8%	0.8%
Percent of NHS Deck Area in Good Condition	50.8%	50.6%	50.4%



## National Performance Measure Target Setting

- BRG used a trend-line analysis to set the initial targets because of the lead time involved with “turning the ship”.
- Due to project development activities required to place a bridge into service (planning, programming, ROW acquisition, PS&E preparation, letting, utility relocations, bridge construction, approach roadway work, initial routine inspection to add bridge to inventory, etc.), any conventional bridge improvement work (Project) being considered right now will have no influence on bridge conditions for the next 3 - 5 years.
- Targets for “Percent of NHS Bridges in Poor Condition” in 2020 and 2022 are believed to be the lowest attainable.



## Other Bridge Performance Measures – Percent Good or Better

- In addition to the federally-mandated bridge performance measures, TxDOT has reported “Percent Good or Better” bridges (based on number of bridges, not weighted by deck area) to the LBB since 2002.
- For this measure, a bridge is considered “Good or Better” if it is not classified as either Structurally Deficient or Functionally Obsolete according to the federal definitions in place prior to January 1, 2018, and is not classified as “substandard for load only”, a TxDOT term that refers to a bridge that has not deteriorated to the point where it’s load carrying capacity has diminished, but it is load-restricted nonetheless (usually because the bridge was designed long ago, before state legal loads were increased to present values).
- Beginning next year, TxDOT will no longer be reporting “Percent Good or Better Bridges” to the LBB, as a new State Performance Measure, “Bridge Condition Index” (BCI) is being adopted.

## Other Bridge Performance Measures – Bridge Condition Index (BCI)

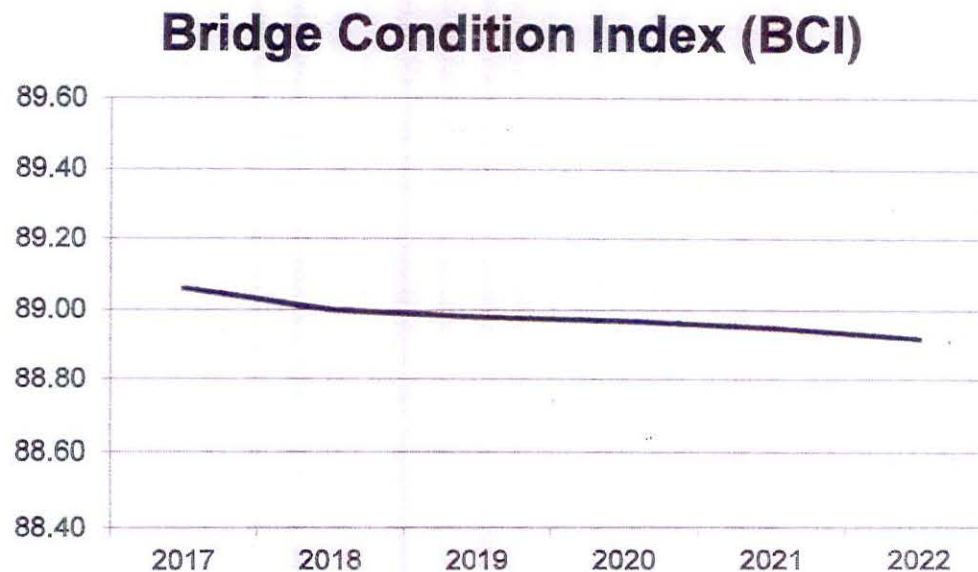
- The BCI is a composite score indicating the overall condition of the network of bridges in Texas. It is applied to all bridges in the inventory, not just NHS bridges, as the federal measures are applied.
- Each bridge is assigned a numeric score based on the lowest condition state rating for deck, superstructure, substructure, or culvert components:

Numeric Score	Component Condition State Rating
95	Min. key component rating $\geq 7$
85	Min. key component rating = 6
75	Min. key component rating = 5
65	Min. key component rating = 3 or 4
50	Min. key component rating $\leq 2$



## Other Bridge Performance Measures – Bridge Condition Index (BCI)

- The numeric score assigned to each structure is then multiplied by the deck area of the individual structure, then summed for all structures, and this sum is then divided by the total network deck area to arrive at a composite Bridge Condition Index which is weighted by deck area.
- Current and future projections of BCI are as follows:





TEXAS DEPARTMENT OF TRANSPORTATION

# PERFORMANCE TARGETS

# Performance Targets

## Interstate System

Percentage of pavements in "Good" condition

Percentage of pavements in "Poor" condition

## Non-Interstate NHS System

Percentage of pavements in "Good" condition

Percentage of pavements in "Poor" condition



# Pavement Condition Thresholds for Interstate

		Good	Fair	Poor
IRI (in/mi)	Final MAP-21	<95	95-170	>170
Cracking (percent)	Final MAP-21	<5	5-10 (CRCP <sup>2</sup> ) 5-15 (JPCP <sup>3</sup> ) 5-20 (AP <sup>4</sup> )	>10 (CRCP <sup>2</sup> ) >15 (JPCP <sup>3</sup> ) >20 (AP <sup>4</sup> )
Rutting (inch)	Final MAP-21	<0.2	0.2-0.4	>0.4
Faulting (inch)	Final MAP-21	<0.10	0.10-0.15	>0.15



# Calculation of Pavement Measures for NHS Interstate

Overall Condition Rating	3 metric ratings (IRI, Cracking, rutting) ACP (IRI, Cracking, faulting) JCP	2 metric ratings (IRI and Cracking) CRCP	Measures
<b>Good</b>	All three metric rated "Good"	Both metrics rated "Good"	% Lane Miles in "Good" Condition
<b>Poor</b>	$\geq$ 2 Metrics rated "Poor"	Both metric rated "poor"	% Lane Miles in "Poor" Condition
<b>Fair</b>	All other combinations	All other combinations	



# Pavement Condition Thresholds for Non Interstate NHS

Good Fair Poor

IRI  
(in/mi)

Final MAP-21	<95	95-170	>170
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# Performance Targets

- Interstate NHS
- Non Interstate NHS

# Interstate

- Flexible Pavements (IRI, Cracking & Rutting)
- Continuous Reinforced Concrete Pavement (CRCP) (IRI, Cracking)
- Jointed Concrete Pavement (JCP) (IRI, Cracking, Faulting)

# Flexible Pavement Data

- IRI                      Historical Data is available for 0.1 mile
  
- Cracking                Historical data is available based on 0.5 mile. For 2017 & 2018 cracking data is available for 0.1 mile.
  
  
- Rutting                    Historical data is available for 0.1 mile based on 5 point measurements. Rut measurements based on full transverse profile started in FY 17.



# Flexible Pavement Data

- ✓ IRI                      Good
  
- Cracking                TxDOT Pavements don't have a lot of cracking we can use 0.5 miles and 0.1 mile data to develop historical trends
  
  
- Rut Data                Big difference in percent good between 5 point measurements and full transverse profile measurements. Will only use 2017 & 2018 to develop trends

## CRCP Data

- IRI                      Historical Data is available for 0.1 mile
  
- Cracking                Historical data is available based on 0.5 mile and for 2017 & 2018 cracking data is available for 0.1 mile.

# CRCP Data

✓ IRI

Good

○ Cracking

TxDOT Pavements don't have a lot of cracking we can use 0.5 miles and 0.1 mile data to develop historical trends

# JCP Data

- IRI                      Historical Data is available for 0.1 mile
  
- Cracking                Historical data is available based on 0.5 mile and for 2017 & 2018 cracking data is available for 0.1 mile.
  
- Faulting                 Data is only available for 2017 and 2018



- ✓ IRI Good
- Cracking TxDOT Pavements don't have a lot of cracking we can use 0.5 miles and 0.1 mile data to develop historical trends
- Faulting we will only use 2017 and 2018 for historical trends

# Non Interstate NHS

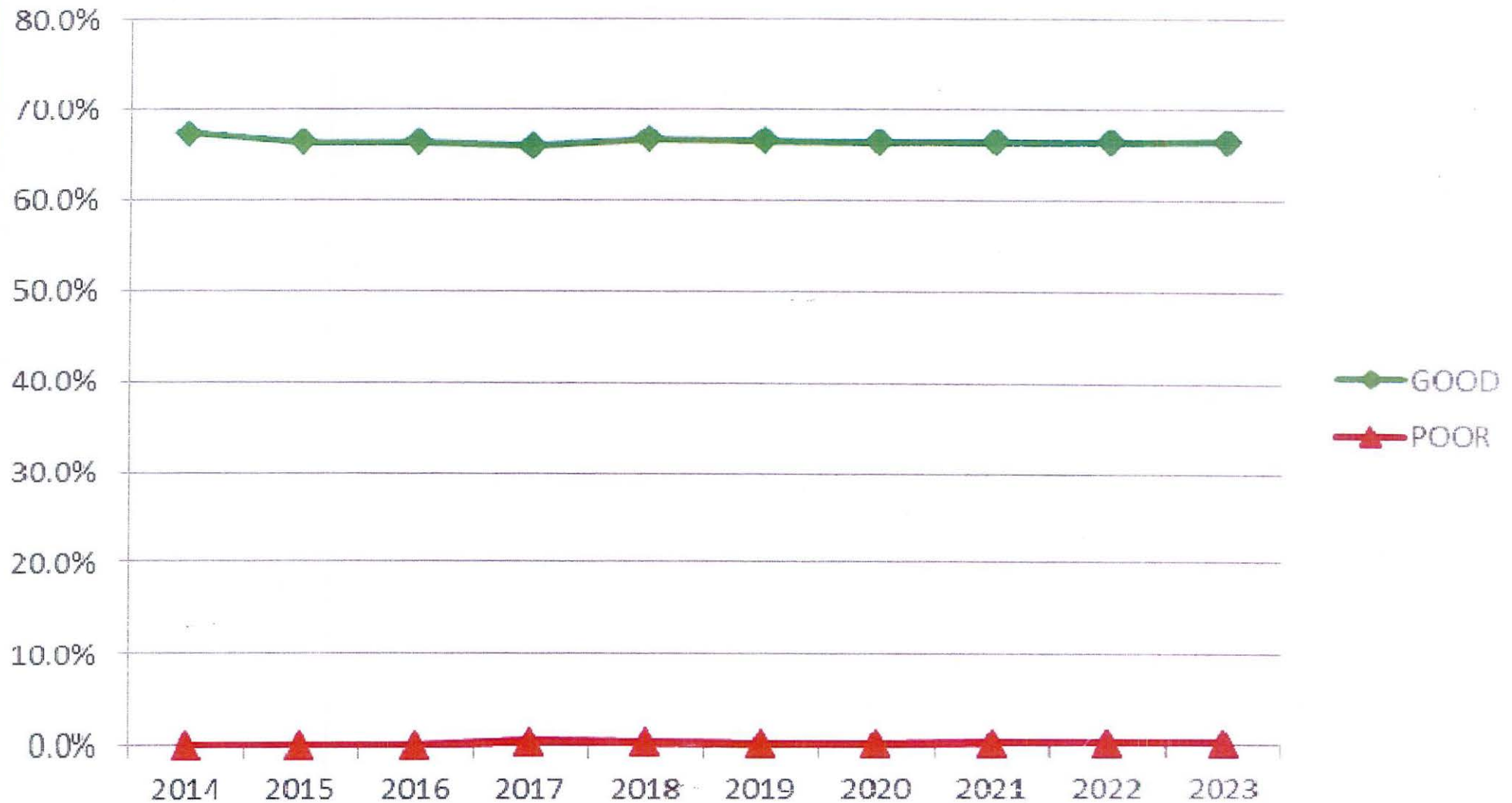
- Flexible Pavements IRI
- Continuous Reinforced Concrete Pavement (CRCP) IRI
- Jointed Concrete Pavement (JCP) IRI

## Data

- On System  
Historical IRI data is available
- Off System  
Data is available for 2017 & 2018

# Performance Targets Interstate

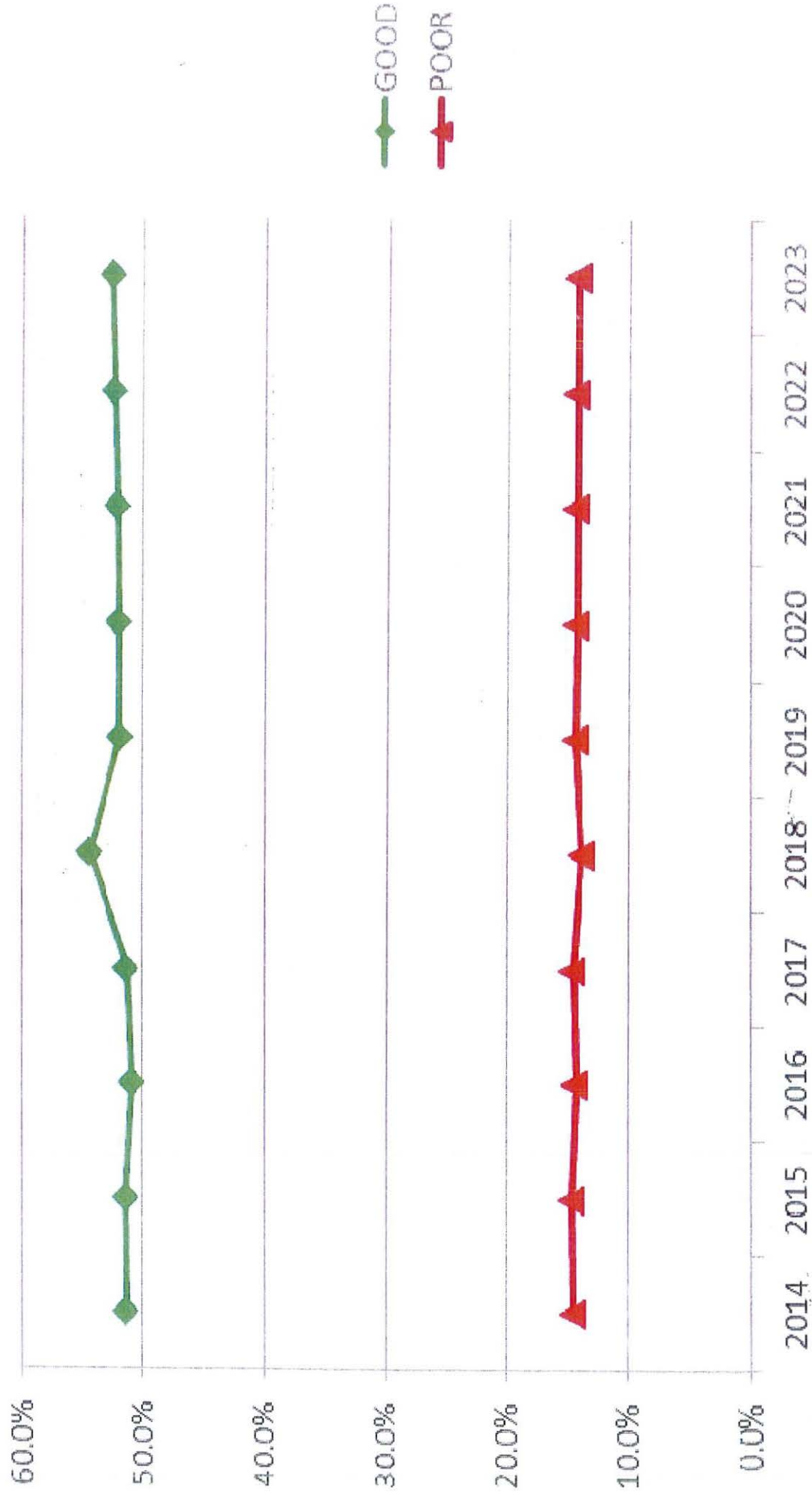
## IH (5 Year Moving Average Prediction)





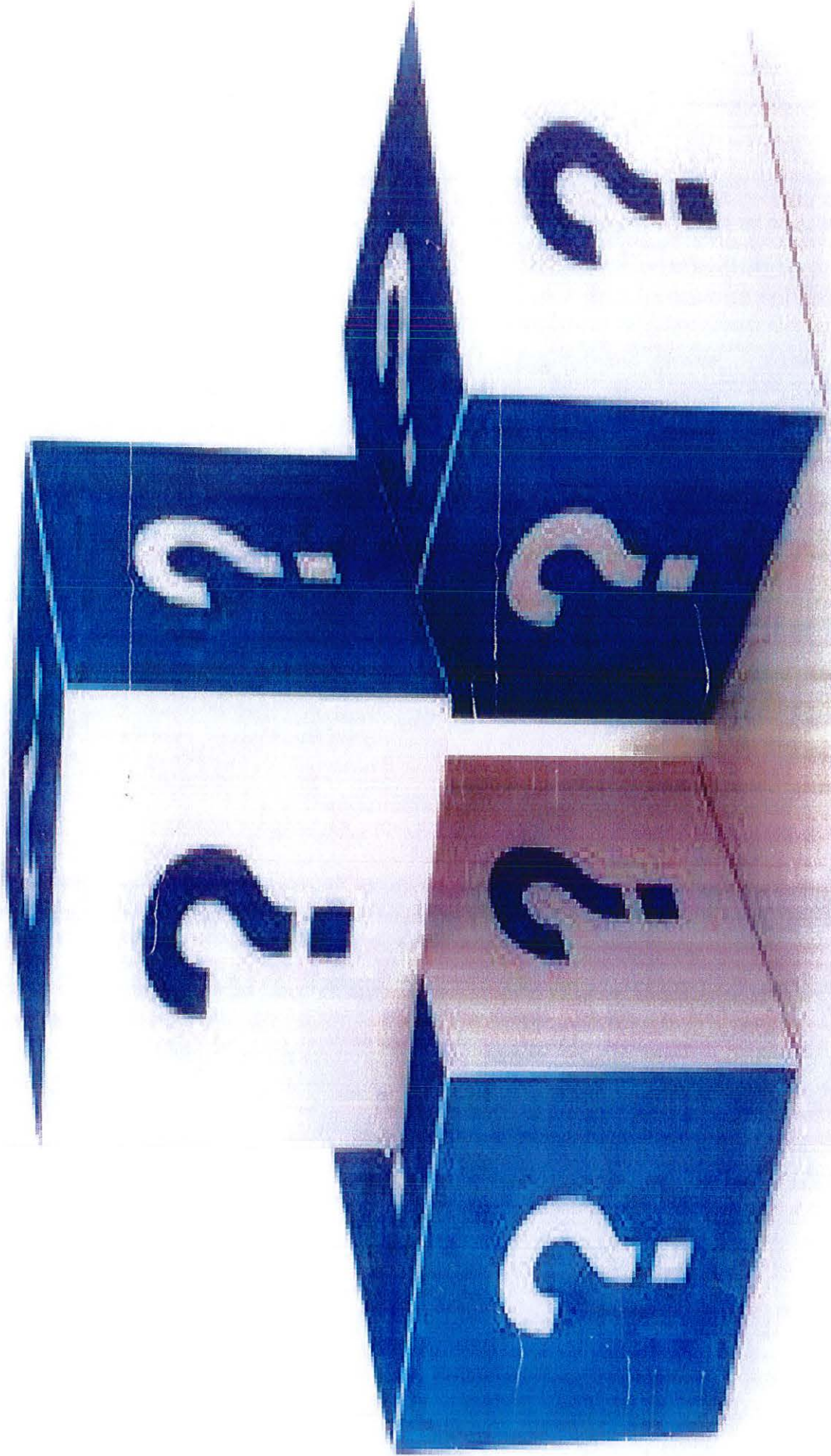
# Performance Targets Non Interstate

## NonIH (5 Year Moving Average Prediction)





# Questions











**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

**Staff comments continued...**

**BACKGROUND:**

The Texas Department of Transportation has officially adopted the safety targets, listed above, in the Highway Safety Improvement Program annual report dated August 2017, and has adopted identical safety targets for number of fatalities, rate of fatalities and number of serious injuries as set forth in the Highway State Strategic Plan (HSSP).

On 2-20-18 – the Laredo MPO adopted TxDOT’s Safety Performance Measures and Targets. Please see table below.

<b>2018 Safety Targets</b>	<b>Number of Fatalities (FARS/CRIS/ARF DATA</b>	<b>Rate of Fatalities (FARS/CRIS/ARF DATA</b>	<b>Number of Serious Injuries (FARS/CRIS DATA</b>	<b>Serious Injury Rate (CRIS DATA</b>	<b>Total Number of Non-Motorized Fatalities and Serious Injuries (FARS/CRIS DATA</b>
2014	3,536	1.45	17,133	7.05	1,893
2015	3,516	1.36	17,096	6.62	2,023
2016	3,775	1.44	17,578	6.71	2,304
2017	3,801	1.45	17,890	6.68	2,224
2018 Target	3,891	1.46	18,130	6.64	2,309
2018 Target as a 5 year Average:	3,704	1.43	17,565	6.74	2,151

**RESOLUTION NO. MPO 2019-02**

BY THE LAREDO URBAN TRANSPORTATION STUDY  
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

**ADOPTING THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2019 TARGETS  
FOR THE FIVE FEDERAL SAFETY PERFORMANCE MEASURES**

**WHEREAS**, the Laredo Urban Transportation Study (LUTS), is the designated Metropolitan Planning Organization (MPO) for the Laredo Urban Area, and,

**WHEREAS**, Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), required metropolitan and statewide transportation planning processes include the incorporation of performance goals, measures, and targets into the process of identifying needed transportation improvements and project selection; and,

**WHEREAS**, Fixing America's Surface Transportation Act of 2015 (FAST Act), continued the requirements established by MAP-21, and stipulated that States and MPOs must: use a set of federally established performance measures, set targets and monitor progress for each of the performance measures

**WHEREAS**, the Texas Department of Transportation has established targets for 5 Safety Performance measures based on five year rolling averages as follows:

1. Number of Fatalities,
2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT),
3. Number of Serious Injuries,
4. Rate of Serious Injuries per 100 million VMT, and
5. Number of Non- Motorized Fatalities and Non-Motorized Serious Injuries; and,

**WHEREAS**, the Texas Department of Transportation has officially adopted the 2019 safety targets in the Highway Safety Improvement Program annual report and has adopted identical safety targets for number of fatalities, rate of fatalities and number of serious injuries as set forth in the Highway State Strategic Plan (HSSP); and,

**NOW THEREFORE BE IT RESOLVED**, by the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo urban area, that:

Section 1: The Laredo MPO agrees to adopt and support the Texas Department of Transportation 2019 targets for the five safety performance measures as listed below:

### Safety Performance Targets For FY 2019

2019 Safety Targets	Number of Fatalities (FARS/CRIS/ARF DATA)	Rate of Fatalities (FARS/CRIS/ARF DATA)	Number of Serious Injuries (FARS/CRIS DATA)	Serious Injury Rate (CRIS DATA)	Total Number of Non-Motorized Fatalities and Serious Injuries (FARS/CRIS DATA)
2015	3,582	1.39	17,110	6.63	2,036
2016	3,776	1.39	17,602	6.49	2,301
2017	3,726	1.36	17,546	6.39	2,148
2018	3,891	1.46	18,130	6.64	2,309
2019	3,980	1.47	18,367	6.60	2,394
2019 Target as a 5 year Average:	3,791	1.414	17,751	6.550	2,237.6

Section 2      The MPO agrees to plan and program projects that contribute to the accomplishment of said targets:

We certify that the above resolution was adopted on January 22, 2019, 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

\_\_\_\_\_  
Vanessa Guerra,  
Acting MPO Director

\_\_\_\_\_  
David M. Salazar,  
TxDOT, District Engineer



## Angelica Quijano

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**From:** Vanessa Guerra  
**Sent:** Wednesday, December 5, 2018 10:24 AM  
**To:** Angelica Quijano  
**Subject:** FW: PM2 and PM3 Performance Targets  
**Attachments:** Copy of Texas PM3 Target Setting - May 15 2018.xlsx; PM3 signed resolution 10-16-18 meeting.pdf; PM2 signed resolution 10-16-18 meeting.pdf; 2019 Safety PM Targets.docx; Submitted PM2\_3 Fed targets.xlsx

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**From:** Peggy Thurin [<mailto:Peggy.Thurin@txdot.gov>]  
**Sent:** Friday, November 02, 2018 12:38 PM  
**To:** [elisa.smetana@abilenetx.com](mailto:elisa.smetana@abilenetx.com); Muno, Travis; [ashby.johnson@campotexas.org](mailto:ashby.johnson@campotexas.org); [bdickinson@setrpc.org](mailto:bdickinson@setrpc.org); [bmpo@cob.us](mailto:bmpo@cob.us); [drudge@bcsmmpo.org](mailto:drudge@bcsmmpo.org); [dcarrizales@cctxmpo.us](mailto:dcarrizales@cctxmpo.us); [mmorris@nctcog.org](mailto:mmorris@nctcog.org); Roger Williams; [jjgarza@myharlingen.us](mailto:jjgarza@myharlingen.us); [acanon@hcmpo.org](mailto:acanon@hcmpo.org); [alan.clark@h-gac.com](mailto:alan.clark@h-gac.com); [kendra.coufal@ctcog.org](mailto:kendra.coufal@ctcog.org); Vanessa Guerra; Macie Wyers; [djones@mail.ci.lubbock.tx.us](mailto:djones@mail.ci.lubbock.tx.us); [cwalker@permianbasinmpo.com](mailto:cwalker@permianbasinmpo.com); [major.hofheins@cosatx.us](mailto:major.hofheins@cosatx.us); Isidro Martinez; [barnettc@co.grayson.tx.us](mailto:barnettc@co.grayson.tx.us); [ReaDonna.Jones@txkusa.org](mailto:ReaDonna.Jones@txkusa.org); [hnick@tylertexas.com](mailto:hnick@tylertexas.com); [mbergeron@victoriatx.org](mailto:mbergeron@victoriatx.org); [cevilia@ci.waco.tx.us](mailto:cevilia@ci.waco.tx.us); [lin.barnett@wichitafallstx.gov](mailto:lin.barnett@wichitafallstx.gov); [DKessler@nctcog.org](mailto:DKessler@nctcog.org)  
**Cc:** Raymond Sanchez Jr; Sara Garza; Phillip Tindall; Nick Page; Brigida Gonzalez; Mansour Shiraz  
**Subject:** PM2 and PM3 Performance Targets

All,

Just a reminder, MPOs are required to formally set their own PM2 and PM3 performance targets or support TxDOT's targets by December 18, 2018 (the date of the attached TxDOT submittal to FHWA + 180 days). In addition, because new safety targets are set yearly by TxDOT, you will need to either set your own safety targets or support the states new 2019 targets (attached). This action on the safety targets will need to be done yearly by February 27 moving forward.

To ensure adequate documentation of compliance with federal requirements, we are asking MPOs to provide resolutions noting acceptance of the State's targets or the MPO's own regional targets. I understand this is not a federal requirement, but as the state DOT, this is our preference. Resolutions should specify if regional travel time reliability targets for PM3 are based on the TxDOT statewide targets or the TTI suggested targets for each MPO region as reflected in the attached Excel document. Example resolutions are attached for your reference.

I understand that some of you have already adopted PM2 and/or PM3 targets but not by resolution. This will require additional action by your policy committees/boards. I apologize for any inconvenience this may cause. If you expect to have any difficulty making the above deadline please let me and your field rep know and we will work with FHWA to help resolve the problem.

### Summary of PM2 and PM3 Performance Measures:

#### PM2

##### Pavement Condition (4 Measures)

- 4-Year targets for percentage of pavements of the Interstate system in Good condition
- 4-Year targets for percentage of pavements of the Interstate system in Poor condition
- 4-Year targets for percentage of pavements of the non-Interstate system in Good condition
- 4-Year targets for percent of pavements of the non-Interstate system in Poor condition

##### Bridge Condition (2 Measures)

- 4-Year targets for percent of NHS bridges classified as in Good condition
- 4-Year targets for percent of NHS bridges classified as in Poor condition

### **PM3**

#### **Systems Performance – NHS (2 Measures)**

- 2-Year and 4-Year targets for Interstate Travel Time Reliability: Percent of person-miles traveled on the Interstate NHS that are reliable
- 4-Year targets for Non-Interstate Travel Time Reliability: Percent of person-miles traveled on the non-Interstate NHS that are reliable

#### **Freight – Interstate Highways (1 Measure)**

- 2-Year and 4-Year Targets for Freight Reliability Truck Travel Time Reliability (TTTR) Index

#### **CMAQ – Nonattainment/Maintenance Areas with Populations over 1 million (3 Measures)**

- 2-Year and 4-Year Targets for Percent Non-SOV Travel
- 4-Year Targets for Peak Hour Excessive Delay (PHED)
- 2-Year and 4-Year Targets for Total Emissions Reduction

Please let me know if I can provide any additional information, clarification, or assistance.

---

*A Texas Department of Transportation (TxDOT) message*



## **2019 Safety PM Targets**

### **Target: Total number of traffic fatalities (C-1)**

2019 Target: To decrease the expected rise of fatalities to not more than a five-year average of 3,791.0 fatalities in 2019

The 2019 Target expressed as a 5-year average would be as follows:

Year	Target or Actual Data	Source
2015	3,582	FARS
2016	3,776	ARF
2017	3,726	CRIS
2018	3,891	Target
2019	3,980	Target
2019 Target expressed as 5-year average		3,791.0

As noted in the table above, the calendar year target for 2019 would be 3,980 fatalities.

2021 Target: To decrease the expected rise of fatalities from the projected 4,012 in 2019 to not more than 4,155 fatalities in 2021

**Target: Fatalities per 100 million vehicle miles traveled (C-3)**

2019 Target: To decrease the expected rise of fatalities per 100 MVMT to not more than a five year average of 1.414 fatalities per 100 MVMT in 2019

The 2019 Target expressed as a 5-year average would be as follows:

Year	Target or Actual Data	Source
2015	1.39	FARS
2016	1.39	ARF
2017	1.36	CRIS
2018	1.46	Target
2019	1.47	Target
2019 Target expressed as 5-year average		1.414

As noted in the table above, the calendar year target for 2019 would be 1.47 fatalities per 100 MVMT.

2021 Target: To decrease the expected rise of fatalities per 100 MVMT from the projected 1.48 fatalities per 100 MVMT in 2019 to not more than 1.49 fatalities per 100 MVMT in 2021



**Target: Total number of serious injuries (C-2)**

2019 Target: To decrease the expected rise of serious injuries to not more than a five year average of 17,751.0 serious injuries in 2019

The 2019 Target expressed as a 5-year average would be as follows:

Year	Target or Actual Data	Source
2015	17,110	CRIS
2016	17,602	CRIS
2017	17,546	CRIS
2018	18,130	Target
2019	18,367	Target
2019 Target expressed as 5-year average		17,751.0

As noted in the table above, the calendar year target for 2019 would be 18,367 serious injuries.

2021 Target: To decrease the expected rise of serious injuries from the projected 18,516 serious injuries in 2019 to not more than 18,835 serious injuries in 2021

**Target: Serious Injuries per 100 million vehicle miles traveled**

2019 Target: To decrease the serious injuries per 100 MVMT to not more than a five year average of 6.550 serious injuries per 100 MVMT in 2019

The 2019 Target expressed as a 5-year average would be as follows:

Year	Target or Actual Data	Source
2015	6.63	CRIS
2016	6.49	CRIS
2017	6.39	CRIS
2018	6.64	Target
2019	6.60	Target
2019 Target expressed as 5-year average		6.550

As noted in the table above, the calendar year target for 2019 would be 6.60 serious injuries per 100 MVMT.

2021 Target: To decrease the rate of serious injuries per 100 MVMT from 6.60 serious injuries per 100 MVMT in 2019 to 6.51 serious injuries per 100 MVMT in 2021

**Target: Total number of non-motorized fatalities and serious injuries**

2019 Target: To decrease the expected rise of non-motorized fatalities and serious injuries to not more than a five year average of 2,237.6 non-motorized fatalities and serious injuries in 2019

The 2019 Target expressed as a 5-year average would be as follows:

Year	Target or Actual Data	Source
2015	2,036	FARS-CRIS
2016	2,301	ARF-CRIS
2017	2,148	CRIS
2018	2,309	Target
2019	2,394	Target
2019 Target expressed as 5-year average		2,237.6

As noted in the table above, the calendar year target for 2019 would be 2,394 non-motorized fatalities and serious injuries.

2021 Target: To decrease the expected rise of non-motorized fatalities and serious injuries from the projected 2,413 serious injuries in 2019 to not more than 2,560 non-motorized fatalities and serious injuries in 2021





IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

D. Discussion with possible action on the River Road Project.

E. Discussion with possible action on Hachar-Reuthinger Road.

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

A. Presentation by Bill Frawley of the Texas Transportation Institute on resiliency.

B. Staff report to discuss the intersection of IH 35 and Mann Road and the traffic related issues at said intersection.

C. Staff report by TxDOT on the Outer Loop Alignment Study.

D. Status report by TxDOT on ongoing projects.

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

- Discussion and possible action on selection of the proposed project to submit to the US DOT to request funding support via the most recent Notice of Funding Opportunity from the Federal Register for the Infrastructure for Rebuilding America (INFRA) Grant Program.

## River Road Project Item



# PROPOSED ROUTE IF FROM END TO END









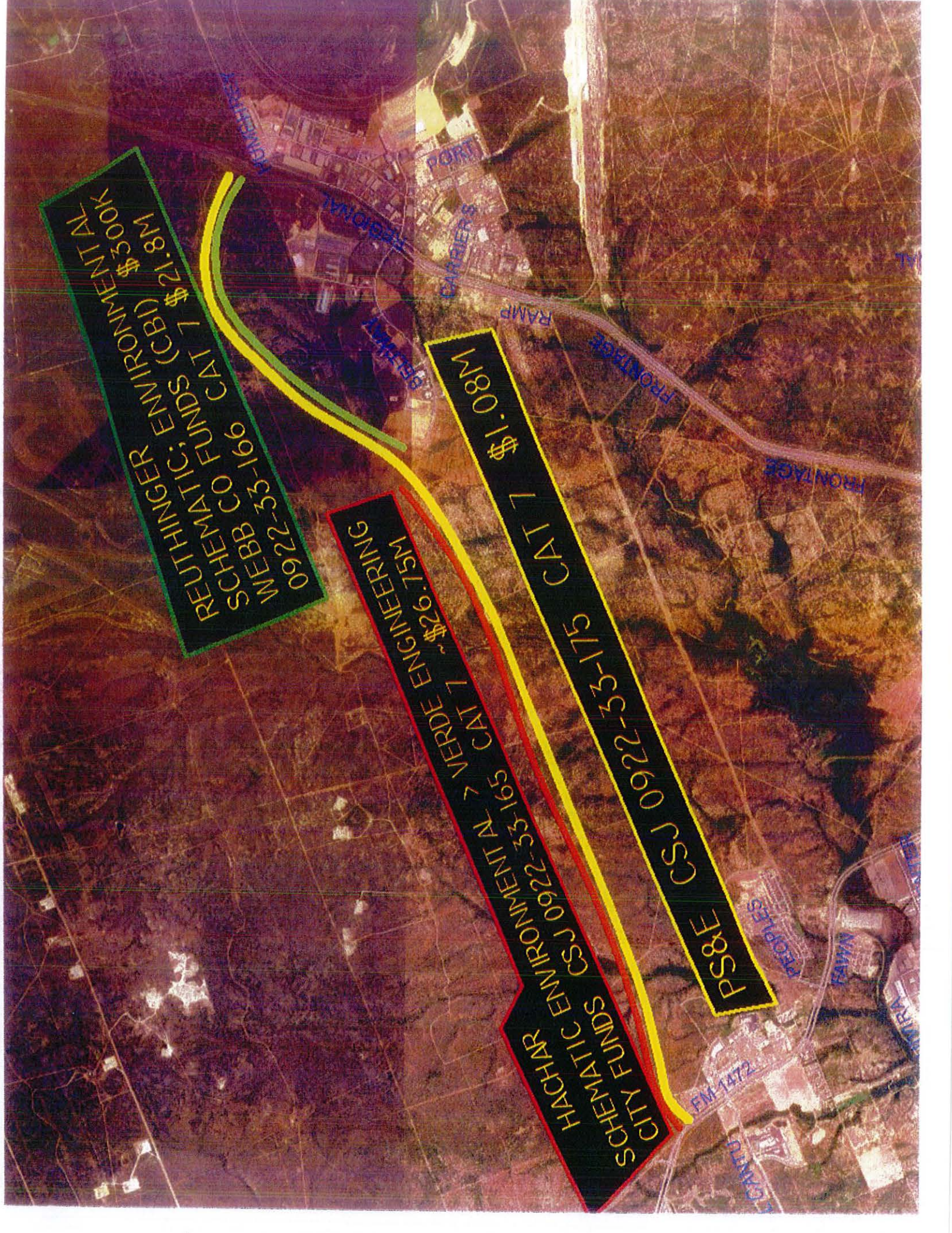
## Hachar-Reuthinger Road Item



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

PS8E CSJ 0922-33-175 CAT 7 \$1.08M







Second: Cm. Torres

For: 7

Against: 0

Abstain: 0

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:

<b>44th AY Community Development Block Grant</b>	
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
<b>TOTAL</b>	<b>\$3,732,749</b>

<b>Revolving Loan</b>	
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

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**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

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**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.

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**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.

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PETE SAENZ  
MAYOR



**ATTESTED:**

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**Jose A. Valdez, Jr.**  
**City Secretary**

**APPROVED AS TO FORM ONLY:**

**Kristina Laurel Hale**  
**City Attorney**

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## **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-

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 L.H. 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 INDEMNITY 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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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







IH 35/Mann Road Item



