

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
August 19th, 2019
1:30 p.m.

MEETING AGENDA

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

AUG 16 '19 PM1:16
REC'D CITY SEC OFF

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

- IV. ITEMS REQUIRING POLICY COMMITTEE ACTION
 - A. Approval of the minutes for the meeting held on July 15, 2019.
 - B. Receive public testimony and approve Resolution No. MPO 2019-05, adopting the 2020 Unified Planning Work Program (UPWP).

	Amount
1.1 Regional Planning and Adm.	\$420,000.00
1.2 Travel, training, equipment	\$80,000.00
2.1 General Data Administration	\$100,000.00
3.1 General Administration	\$10,000.00
3.2 MPO Certification Prep Project	\$80,000.00
4.1 2020-2045 MTP/FAST ACT Compliance Project	\$50,000.00
4.2 Bicycle & Pedestrian Masterplan	\$50,000.00
5.1 Long Range Freight Mobility Plan	\$100,000.00
5.2 Downtown Traffic Study	\$200,000.00
<hr/> Total	<hr/> \$1,090,000.00

- C. Discussion with possible action on the sweeping, and mowing contract services overseen by TXDOT. (Cm. Altgelt)
- D. Discussion with possible action on IH 35 Mann Rd exit ramp accidents. (Cm. Altgelt)
- E. Discussion with possible action on the River Road Project. (Mayor Saenz)
- F. Discussion with possible action on Hachar-Reuthinger. (Mayor Saenz)
- V. REPORT(S) AND PRESENTATIONS (No action required).
 - A. Status report by J. Kirby Snideman, MPO Director, on the City of Laredo's Boulevard of the America's Project. (Mayor Saenz)
 - B. Status report by TxDOT on the Outer Loop Alignment Study.
 - C. Status report by TxDOT on ongoing projects.
 - D. Status report by the Regional Mobility Authority (RMA).

VI. ADJOURNMENT

THIS NOTICE WAS POSTED AT THE MUNICIPAL GOVERNMENT OFFICES, 1110 HOUSTON STREET, LAREDO, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES. SAID NOTICE WAS POSTED BY AUGUST 16TH, 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, at least five working days prior to the meeting so that appropriate arrangements can be made. Materials in Spanish may also be provided upon request.

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

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

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

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

CITY OF LAREDO REPRESENTATIVES:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Norma "Nelly" Vielma, City Councilmember, District V
Honorable Dr. Marte Martinez, City Councilmember, District VI
Honorable George Altgelt, City Councilmember, District VII

LAREDO MASS TRANSIT BOARD REPRESENTATIVE:

Vacant (yet to be appointed)

COUNTY OF WEBB REPRESENTATIVES:

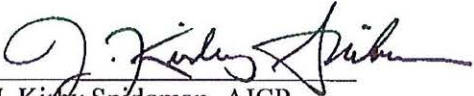
Honorable Tano E. Tijerina, Webb County Judge
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1
Honorable John Galo, Webb County Commissioner, Pct. 3

STATE REPRESENTATIVES:


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

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

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



J. Kirby Srideman, AICP
MPO Director



For: Jose A. Valdez, Jr.
City Secretary

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting process. It outlines the steps from recording transactions to the preparation of financial statements. This includes identifying the accounts affected by each transaction, debiting and crediting the appropriate accounts, and ensuring that the accounting equation remains balanced.

The third part of the document focuses on the preparation of the financial statements. It explains how the data from the accounting records is used to create the balance sheet, income statement, and statement of cash flows. It also discusses the importance of comparing these statements to the previous period to identify trends and anomalies.

The final part of the document discusses the role of the accountant in providing financial information to management and other stakeholders. It highlights the need for clear communication and the ability to interpret the data in a way that is useful for decision-making.

Laredo Urban Transportation Study

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



MINUTES OF THE JULY 15, 2019 MEETING

I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Pete Saenz called the meeting to order at 1:45 p.m.

II. CHAIRPERSON TO CALL ROLL

J. Kirby Snideman, MPO Director, called roll and verified that a quorum existed.

Regular members present:

Pete Saenz, Mayor and LUTS Chairperson
Tano E. Tijerina, Webb County Judge
Dr. Marte Martinez, City Councilmember, District VI
John Galo, Webb County Commissioner, Pct. 3
Jessie Gonzalez, Webb County Commissioner, Pct. 1
David M. Salazar, TxDOT

Regular members absent:

George Altgelt, City Councilmember, District VII
Norma "Nelly" Vielma, City Councilmember, District V

Ex-Officio Members Not Present:

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

Staff (Of Participating LUTS Agencies) Present:

City: J. Kirby Snideman, City Planning/LUTS Staff
Danny Magee, City of Laredo (COL)- Traffic
Robert Pena, COL - Traffic

State: Humberto Gonzalez, TxDOT
Roberto Rodriguez, TxDOT
Sara Garza, TxDOT

Cynthia M. Saldana, TxDOT-LRD
Rafael Guzman – TxDOT-LRD
Mark Salinas - TxDOT-LRD

County: Luis Perez Garcia, Webb County Engineering
Guillermo Cuellar – Webb County Engineering

Others: Ben Puig, Fasken Oil and Ranch, Ltd.
Jen Palmer, CDM Smith
Doug Huneycutt, Jacobs
Kari Ann Sutton, Poznecki-Camarillo, Inc.
Nishant Kukaoia, Jacobs
Baltazar Avila, SBI
Eduardo Bernal, Transit – El Metro
Steven Duong, AECOM

Commissioner Galo made a motion to excuse members not present.

Second: Cm. Gonzalez
In Favor: 6
Opposed: 0
Abstained: 0

Motion carried unanimously

III. CITIZEN COMMENT

Speakers are required to fill out a witness card and submit it to the MPO staff no later than 15 minutes after the start of the meeting. The speaker 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 particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

A. Approval of the minutes for the meeting held on May 20, 2019, June 17, 2017, and June 24, 2019.

Cm. Galo made a motion to approve the minutes held on May 20, 2019, June 17, 2017, and June 24, 2019.

Second: Cm. Gonzalez

In Favor: 6
Opposed: 0
Abstained: 0

Motion carried unanimously

B Receive public testimony and initiate a ten-day public review and comment period for the following proposed amendment(s) of the 2019-2022 Transportation Improvement Program (TIP):

1. **Revision of project CSJ 0018-06-183 for the construction of interchange direct connector 5, located 0.50 miles south of US 59 to 0.50 miles east of IH 35. Purpose of the amendment is to revise the estimated letting date from fiscal year (FY) 2019 to FY 2020.**
2. **Revision of project CSJ0018-06-136 for the widening of main lanes and the construction of a railroad grade separation, from Shiloh Drive to 0.25 miles north of US 59/IH 69W. Purpose of amendment is to revise the estimated letting date from fiscal year (FY) 2021 to FY 2020.**

Judge Tijerina made a motion to **open public hearing and approve the initiation of a 10 public review and comment period for the proposed TIP revisions.**

No public comment was made.

Second: Cm. Gonzalez
In Favor: 6
Opposed: 0
Abstained: 0

Motion carried unanimously

C. Receive public testimony and initiate a ten-day public review and comment period for the following proposed amendment(s) of the 2015-2040 Metropolitan Transportation Plan (MTP):

- l. **Amending Table 12-10, entitled Roadway and Bicycle/Pedestrian Project Summary,**
 - a) **Revision of project CSJ 0018-06-183 for the construction of interchange direct connector 5, located from 0.50 miles south of US 59 to 0.50 miles east of IH 35. Purpose of amendment is to revise the estimated letting date from fiscal year (FY) 2019 to FY 2020.**
 - b) **Revision of project CSJ 0018-06 -136 for the widening of main lanes and the construction of a railroad grade separation, from Shiloh Drive to 0.25**

miles north of US 59/IH 69W. Purpose of amendment is to revise the estimated letting date from fiscal year (FY) 2021 to FY 2020.

Judge Tijerina made a motion to **open public hearing and approve the initiation of a 10 public review and comment period for the proposed MTP revisions.**

No public comment was made.

Second: Cm. Dr. Marte Martinez
In Favor: 6
Opposed: 0
Abstained: 0

Motion carried unanimously

D. Receive public testimony and initiate a 20 day public review and comment period or the draft 2020 Unified Planning Work Program (UPWP).

		Amount
1.1	Regional Planning & Administration	\$420,000.00
1.2	Travel, training, equipment, & supplies	\$80,000.00
2.1-2.5	Management of data, GIS, & website	\$100,000.00
3.1-3.2	Short Range Planning	\$90,000.00
4.1-4.2	Long Range Planning	\$125,000.00
Total		\$900,000.00

Judge Tijerina made a motion to **open public hearing and approve the initiation of a 20 public review and comment period for the proposed UPWP.**

No public comment was made.

Second: Cm. Dr. Marte Martinez
In Favor: 6
Opposed: 0
Abstained: 0

Motion carried unanimously

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

Mayor Saenz invited Mr. Medina to give a brief presentation on the proposed road.

Mr. Medina identified an approximate location for the future road and explained that it would provide a much needed relief route for Mines Road.

F. Discussion with possible action on Hachar-Reuthinger.

Mayor Saenz asked that Mr. Luis Perez Garcia, County Engineer, provide a brief update on the project.

Mr. Garcia explained that the County had accomplished considerable advancement of the project. He reported that representatives from the County and the City had met to discuss the unification of the Hachar (City) and Reuthinger (County) portions of the project for purposes of submitting design and engineering documents to the Texas Department of Transportation (TxDOT). A public meeting was held, which was well attended by various community leaders, stakeholders and members of the general public. The comments received have been compiled in advance of developing the required environmental document. The environmental document is anticipated to be complete in December of 2019. The road will ultimately be built out to 4 lanes with associated frontage roads. However, initially the construction would encompass a two lane, overweight freight roadway.

Roberto Rodriguez, from TxDOT, explained that construction for Hachar was anticipated to commence in 2021 and the Reuthinger portion in 2024.

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

A. Presentation by CDM Smith, on the 2020-2045 Metropolitan Transportation Plan (MTP).

Jenifer Palmer, from CDM Smith, gave a presentation on the update of the 2020-2045 MTP. The law requires that every MPO maintain and update every five years its long range transportation plan. The goal is to cooperative develop a plan for guiding transportation improvements in the region for the next 25 years. Federal requirements stipulate that a fiscally constrained project list encompasses the improvements that reflect the community's objects, goals, and performance targets.

Mr. Snideman, MPO Director, clarified that the goals of the plan came from the federal government, public involvement and the Viva Laredo Plan.

Cm. Marte expressed his desire assure the Policy Committee's approval of the plan's proposed goals.

B. Presentation by Steven Duong, AICP, with AECOM, on the Fort Worth to Laredo High Speed Rail Study.

Steven Duong, from AECOM, explained that the Laredo MPO was collaborating with five other MPO's including the Houston/Dallas MPO, who is paying for the study, to develop a document intended to evaluate which rail technology and corridor is feasible for the implementation of high speed rail. He clarified that the study boundaries were from Laredo to Fort Worth.

The rail technologies being considered will include: Hyperloop, Maglev, High Speed, Regional Rail, and Guaranteed Transit. The project is intended to be complete by December 2019. Project managers expect to reengage with the participating MPO's and stakeholders in the fall of 2019.

Cm. Dr. Marte Martinez, encouraged the project team to be sure to consider the proposed rail corridor being able to be extended into Mexico, the security concerns associated with a transnational rail line. The Committee also expressed their desire for freight movement being separated from passenger movement in order to assure that freight did not delay passenger movement.

C. Status report by Abrazo Partners on the City of Laredo's Boulevard of the America's Project.

Mr. Snideman, MPO Director, shared that there would be no update during the current meeting; however he also related that he would be working on this project and was very familiar with the study area.

D. Status report by TxDOT on the Outer Loop Alignment Study.

Roberto Rodriguez introduced Nishanti Kukaoia, from Jacobs, who is the performing the study for TxDOT.

Mr. Kukaoia explained that there was an initial study completed in 2007. That study is being updated through the current effort. The current study is intended to assess the feasibility of the proposed route, evaluate potential impacts of this route, obtain property owner and stakeholder input, and provide preliminary conceptual route for advancement to NEPA and schematic phase. Final report is tentatively anticipated to be ready in the spring of 2020.

Cm. Galo encouraged TxDOT to being acquiring ROW as soon as possible.

E. Status report by TxDOT on ongoing projects.

Carlos Rodriguez, TxDOT reported that:

- SL20 over KCS RR Grade Separation – 98% complete
- US 59 over IH 35 Overpass – 82% complete
- SH 359 from City of Laredo to Duval County – overlay-59% complete
- US 83 from Dimmit County line to 3.4 mile S. of SH 44 – 2% complete

- BI 59 (Saunders) from Buena Vista to Ejido and IH 35 FR/Uniroyal Blvd. – 15% complete
- FM 3338 from FM 1472 to SH 255 – work commenced in July 2019

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

There was no update from the RMA.

VI. ADJOURNMENT

The meeting was adjourned by consensus at 3:50 pm.

Reviewed by: _____
J. Kirby Snideman,
MPO Director

David Salazar,
District Engineer

Pete Saenz,
Mayor and LUTS Chairperson

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**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

DATE: 08-19-19	SUBJECT: A MOTION Receive public testimony and approve Resolution No. MPO 2019-R-05 adopting the 2020 Unified Planning Work Program (UPWP).																							
INITIATED BY: Staff		STAFF SOURCE: J. Kirby Snideman, MPO Director																						
PREVIOUS ACTION: On July 15, 2019, the MPO Policy Committee authorized the initiation of a 20 day public review and comment period.																								
<p>BACKGROUND: The Unified Planning Work Program describes and schedules work to be undertaken by the Metropolitan Planning Organization during the 2020 fiscal period. A 20 day public review and comment period was initiated on July 15, 2019. Beyond the standard notices required for all MPO meetings, a summary of the proposed work program was published in both English and Spanish, as required by the MPO's Public Participation Procedures. The document was also made available on the MPO website and at its offices. Other than the comments received from TxDOT staff (see attached), no comments were received from the general public.</p> <p>The final approved Unified Planning Work Program (UPWP) was due August 1, 2019, however final approval was delayed due to difficulties in achieving quorum.</p> <p>Listed below is the proposed budget:</p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">Amount</th> </tr> </thead> <tbody> <tr> <td>1.1 Regional Planning and adm.</td> <td style="text-align: right;">\$420,000.00</td> </tr> <tr> <td>1.2 Travel, training, equipment</td> <td style="text-align: right;">\$80,000.00</td> </tr> <tr> <td>2.1 General Data Administration</td> <td style="text-align: right;">\$100,000.00</td> </tr> <tr> <td>3.1 General Administration</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td>3.2 MPO Certification Prep Project</td> <td style="text-align: right;">\$80,000.00</td> </tr> <tr> <td>4.1 2020-2045 MTP/FAST ACT Compliance Project</td> <td style="text-align: right;">\$50,000.00</td> </tr> <tr> <td>4.2 Bicycle & Pedestrian Masterplan</td> <td style="text-align: right;">\$50,000.00</td> </tr> <tr> <td>5.1 Long Range Freight Mobility Plan</td> <td style="text-align: right;">\$100,000.00</td> </tr> <tr> <td>5.2 Downtown Traffic Study</td> <td style="text-align: right;">\$200,000.00</td> </tr> <tr> <td style="border-top: 1px solid black;">Total</td> <td style="text-align: right; border-top: 1px solid black;">\$1,090,000.00</td> </tr> </tbody> </table>				Amount	1.1 Regional Planning and adm.	\$420,000.00	1.2 Travel, training, equipment	\$80,000.00	2.1 General Data Administration	\$100,000.00	3.1 General Administration	\$10,000.00	3.2 MPO Certification Prep Project	\$80,000.00	4.1 2020-2045 MTP/FAST ACT Compliance Project	\$50,000.00	4.2 Bicycle & Pedestrian Masterplan	\$50,000.00	5.1 Long Range Freight Mobility Plan	\$100,000.00	5.2 Downtown Traffic Study	\$200,000.00	Total	\$1,090,000.00
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COMMITTEE RECOMMENDATION: The LUTS Technical Committee recommends approval.		STAFF RECOMMENDATION: Staff recommends approval.																						

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

	COMMENTS	MPO ACTION TAKEN
1	Sara Garza - TXDOT Page 8 shows TASK 1.0 as Management & Administration but the template has Administration & Management. If you could please change that.	UPWP amended per comment
2	Sara Garza - TXDOT The previous UPWP is more detailed on the 7 performance goals . And also addresses the transportation goal areas. (just an FYI)	comment noted
3	Sara Garza - TXDOT 1.1 2 ^{NO} paragraph In previous years the MPO staff is missing the letter h has consisted instead of as consisted	UPWP amended per comment
4	Sara Garza - TXDOT 1.2 All computer hardware, software and equipment expenditures of Federal Planning funds over \$5, 000 will receive prior approval from FHWA. All out of State travel will receive prior approval from TxDOT (TPP)	comment noted
5	Sara Garza - TXDOT You can list any out of State Trainings by name for example AMPO, etc so that when you do request an out of state travel it is mentioned in your UPWP and that has already been approved. Makes it easier to process.	comment noted
6	Sara Garza - TXDOT TASK 2 – You are creating tasks 2.1-2.5. You must have budget figures under each one of them. Not just under 2.1	UPWP amended per comment
7	Sara Garza - TXDOT Staff issued a 2017 call for projects was the previous year. I would take that out. I would just mention what you did last year. the transit bus I believe was the only one. The other happened in March of 2018 which was FY 2018. The other 2 were from previous fiscal years. (please check, I could be wrong)	UPWP amended per comment
8	Sara Garza - TXDOT TASK 4- Should read based on the template METROPOLITAN TRANSPORTATION PLAN / LONG RANGE PLAN	UPWP amended per comment
9	Sara Garza - TXDOT TASK 5 - Previous UPWP listed 3 Studies – Quite Zone , Bicycle Master Plan and Long Range Mobility Plan- Have those been completed? This year you are only putting 5.1 for Long Range Freight Mobility Plan	UPWP amended per comment

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

10	Sara Garza - TXDOT	The Table shows 5.2 100,000. Should it not be 5.1?	UPWP amended per comment
11	Sara Garza - TXDOT	Please review the forms. Funding & Participation Summary show FY 19 Should be FY 2020 Page 9, 10,12,13, 14 & page 15	UPWP amended per comment
12	Sara Garza - TXDOT	Page 15 Table should read 1.0 Administration & Management	UPWP amended per comment
13	Sara Garza - TXDOT	4.0 Metropolitan Transportation Plan	UPWP amended per comment
14	Sara Garza - TXDOT	The amount on 3.0 should be 90,000 not 60,000 (typo error)	UPWP amended per comment

RESOLUTION NO. MPO 2019-05

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

ADOPTING THE 2020 UNIFIED PLANNING WORK PROGRAM (UPWP)

WHEREAS, the Laredo Urban Transportation Study (LUTS), the designated Metropolitan Planning Organization (MPO), for the Laredo Urbanized Area wishes to adopt the 2020 Unified Planning Work Program (UPWP); and,

WHEREAS, the Laredo Urban Transportation Study finds that the 2020 Unified Planning Work Program (UPWP) meets federal and state requirements, and meets the transportation planning needs of the Laredo Metropolitan Area;

NOW THEREFORE BE IT RESOLVED, that the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo Urban Area, adopts the 2020 Unified Planning Work Program (UPWP), which is attached hereto and made a part hereof for all purpose on this the 19th day of August, 2019

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

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

J. Kirby Snideman
MPO Director

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



UNIFIED PLANNING WORK PROGRAM FY 2020

ADOPTED BY THE POLICY COMMITTEE ON: August 19th, 2019
AMENDED ON:

Contents

I. INTRODUCTION..... 3

 A. PURPOSE 3

 B. DEFINITION OF AREA 4

 C. ORGANIZATION 4

 D. PRIVATE SECTOR INVOLVEMENT 6

 E. PLANNING ISSUES AND EMPHASIS 6

 Planning Issues 6

 Emphasis Areas 7

II. TASK 1.0 – ADMINISTRATION & MANAGEMENT..... 8

III. TASK 2.0 - DATA DEVELOPMENT AND MAINTENANCE..... 9

IV. TASK 3.0 - SHORT RANGE PLANNING 10

V. TASK 4.0 – METROPOLITAN TRANSPORTATION PLAN / LONG RANGE PLAN 12

VI. TASK 5.0 - SPECIAL STUDIES 13

VII. APPENDICES..... 16

 APPENDIX A - POLICY COMMITTEE 16

 APPENDIX B -METROPOLITAN AREA BOUNDARY MAP 17

 APPENDIX C - DEBARMENT CERTIFICATION 18

 APPENDIX D - LOBBYING CERTIFICATION 19

 APPENDIX E - CERTIFICATION OF COMPLIANCE 20

 APPENDIX F - CERTIFICATION OF INTERNAL ETHICS AND COMPLIANCE PROGRAM..... 21

2020 UPWP

LAREDO URBAN TRANSPORTATION STUDY 2020 UNIFIED PLANNING WORK PROGRAM

I. INTRODUCTION

The Federal Aid Highway Act of 1962 promulgated the requirement that all urban areas of 50,000 or more population develop and maintain a comprehensive, cooperative, and continuing (3-C) transportation planning process. The process would establish a transportation plan and provide the procedure by which it would be maintained and revised on a continuing basis.

A. PURPOSE

The Unified Planning Work Program (UPWP) provides descriptive details for FY 2020 for The Laredo Urban Transportation Study, otherwise known as the Laredo Metropolitan Planning Organization (MPO). The UPWP serves as the document for identifying ways to carry out the continuing, cooperative and comprehensive transportation planning process for Laredo, Texas and portions of Webb County. An MPO is required to perform all planning tasks set forth in federal laws and regulations, many of which are conducted annually. However, some tasks require more than one year to complete and are carried forward from one UPWP to the next. To effectively identify all work tasks, the Laredo MPO prepares this UPWP with input from federal, state and local jurisdictions and transportation providers in the region.

The appendices contain the following:

- Appendix A: Transportation Policy Board Membership
- Appendix B: Metropolitan Area Boundary Map
- Appendix C: Debarment Certification
- Appendix D: Lobbying Certification
- Appendix E: Certification of Compliance
- Appendix F: Certification of Internal Ethics and Compliance

FAST Act Planning Factors

FAST Act contains ten broad planning areas that should be considered when developing plans and programs. The work tasks contained in the FY 2020 UPWP have considered the following ten areas, some more directly than others:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

2020 UPWP

7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

Further, the work tasks consider the federal performance goals in the following seven areas:

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Movement and Economic Vitality
6. Environmental Sustainability
7. Reduced Project Delivery Delays.

B. DEFINITION OF AREA

The Laredo Metropolitan Area Boundary (MAB) includes the City of Laredo and portions of Webb County. (See Map, Appendix B.) The MAB was approved by the Governor in 2004. The Laredo urbanized area (as determined by the 2010 Census) surpassed 200,000 in population and was designated a Transportation Management Area (TMA) effective July 18th, 2012.

C. ORGANIZATION

The Laredo Metropolitan Planning Organization is governed by the Policy Committee established in accordance with adopted MPO Bylaws. The Policy Committee is the MPO body that holds review and decision-making authority over transportation planning efforts undertaken by the Laredo Urban Transportation Study, acting as the Metropolitan Planning Organization, and by the Texas Department of Transportation in the Laredo Metropolitan Area (See Appendix A). The Committee is chaired by the Mayor of the City of Laredo and includes as voting members: three members from the City of Laredo, City Council (including two members representing the City of Laredo, and one Councilman representing the Laredo Mass Transit Board), the Laredo TxDOT District Administrator, the Laredo TxDOT District Engineer, the Webb County Judge, and two Webb County Commissioners. The State Senator for District 21, the State Representative for District 80 and the State Representative for District 42 serve as non-voting, ex-officio members. The MPO Technical Committee responsibilities include professional and technical review of work programs, policy recommendations and transportation planning activities.

The Technical Committee includes:

<p><u>City Representatives:</u></p> <ul style="list-style-type: none"> • Laredo Planning Director (Chairperson) • The General Manager of the City Transit System • Laredo Director of Traffic Safety • Laredo Airport Director • Laredo City Engineer • Laredo Bridge Director 	<p><u>State Representatives:</u></p> <ul style="list-style-type: none"> • TxDOT Planning Representative (Vice-Chairperson) • TxDOT Planning Representative • TxDOT Area Engineer • TxDOT Transportation Planning and Programming Field Representative
<p><u>Federal representatives:</u></p>	<p><u>School system representatives</u></p>

2020 UPWP

<ul style="list-style-type: none"> • FHWA Planning Representative (Austin) 	<ul style="list-style-type: none"> • A representative of the Laredo Independent School District • A representative of the United Independent School District • A representative of Texas A&M International University • A representative of Laredo Community College
<p><u>County and Regional Representatives:</u></p> <ul style="list-style-type: none"> • Webb County Planning Director • South Texas Development Council Regional Planning Director • The General Manager of the Rural Transit System • Webb County Engineer 	<p><u>Private Sector Representatives:</u></p> <ul style="list-style-type: none"> • A representative of the Kansas City Southern Railway Company • A representative of the Union Pacific Railroad Company • A representative of the Laredo Transportation Association • A Transportation Provider Representative who shall also serve on the Laredo Transportation Advisory Committee

The Title VI/EJ Working Group is comprised of 9 members, including representatives of the City of Laredo, the MPO, TxDOT, transit and the County Planning Department. The Group’s purpose is to assist the MPO in improving data collection, monitoring and analysis to ensure that transportation related programs and policies do not have a disproportionately high and adverse human health or environmental effects on minority and low-income populations. The City of Laredo staff providing service and support to the MPO include: the Planning Director, a planner, a GIS technician, a clerk, an accountant and others as may be required.

Metropolitan Planning Organization –

The Laredo MPO, in cooperation with the TxDOT, Webb County/City of Laredo Regional Mobility Authority (WC-CL RMA), mass transit operators, planning agencies and local governments is responsible for carrying out and maintaining the urban transportation planning process to include:

1. Cooperative decision-making, principally, by elected officials of local governments.
2. Unified Planning Work Program (UPWP),
3. Transportation Improvement Program (TIP),
4. Metropolitan Transportation Plan (MTP), and
5. Congestion Management Process (CMP).

The MPO also executes contracts and/or agreements necessary to carry out the work outlined in the UPWP. In addition, the MPO Develops and maintains transportation databases and analytical tools.

MPO staff has the following general responsibilities:

1. Provide staff support to the Transportation Policy Board (TPB), the Technical Advisory Committee (TAC), and committees of the Policy Board and TAC;
2. Review and report on items on the agenda(s) for the TPB, TAC, and appropriate committees;
3. Coordinate and perform the planning and data collection activities contained in the UPWP;
4. Prepare and submit an annual budget outlined in the UPWP for approval;
5. Receive and review all bills from consultants that the MPO has contracted with to perform work outlined in the UPWP;
6. Submit requests for reimbursement to the appropriate federal and/or state agencies for work performed according to the UPWP;
7. Prepare and submit grant applications for federal/other assistance in transportation planning, and related fields, as appropriate;
8. Prepare and submit the annual performance and expenditure report and annual project listing;

2020 UPWP

9. Coordinate the activities for the development and maintenance of the Unified Planning Work Program, the long-range metropolitan transportation plan and the Transportation Improvement Program;
10. Refine and maintain a process for engaging the public in the transportation planning process;
11. Perform any other administrative duties as required by the Transportation Policy Board; and,
12. Ensure compliance with Title VI Civil Rights, Environmental Justice and other federal requirements related to CAMPO's operations, activities and programs.

D. PRIVATE SECTOR INVOLVEMENT

The private sector is encouraged to participate in the development of all transportation programs and plans including the TIP and MTP development. Staff also maintains and periodically updates a list of consultant firms that provide transportation planning services.

E. PLANNING ISSUES AND EMPHASIS

Planning Issues

Roadways and Livability - System capacity issues will pose a major challenge in light of expected population and freight movement growth levels. However, while investments are made in transportation infrastructure, the safety and livability of communities in the Laredo MPO should be considered.

- Population – The number of jobs and people in the Laredo MPO region are expected to grow by more than 50 percent over the next 25 years. Growth in the past has been accommodated mainly thorough sprawl. The City of Laredo recognizes that for many reasons this type of growth is unsustainable. In order to plan for future growth in the region—a considerable share of which is expected to occur through infill and redevelopment—a more efficient allocation of transportation resources should be considered. There is an increased desire for multi-modal transportation alternatives, but facilities for walking, biking, and other options are lacking.
- Freight – Recent projections indicate that the trade values of all outbound, inbound or internal types of freight movement are projected to be more than double than the current levels. Said growth will continue to add capacity burdens on the network.

Transit –Key issues facing the transit system in the upcoming years include: more customers, more service needs, and less funding.

- More customers – Population projections show a growing transit dependent population, especially in growth areas in south Laredo.
- More service needs – Recent ridership surveys revealed concerns regarding the frequency of service, slowness of buses, and the length of wait times. Increased bus frequency and longer service hours were suggested.
- Less funding – The 2010 census revealed that the Laredo region's population had surpassed 200,000 people which resulted in a decrease in federal and state operation funding assistance. Said decrease in outside funding makes it necessary to rely on more local funding sources.

In light of all of the above, careful and effective transportation planning and investment will be critical to providing for the area's future transportation needs while balancing the livability of communities.

2020 UPWP

Emphasis Areas

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) in a memorandum to Metropolitan Planning Organizations, dated March 18, 2015, jointly issued Planning and Emphasis Areas (PEAs). The PEAs are topical areas in planning that FHWA and FTA want to emphasize as MPOs develop work task associated with PEAs in the UPWP. The PEAs include:

- **MAP-21 Implementation - Transition to Performance Based Planning and Programming.** Performance based planning and programming includes using transportation performance measures, setting targets, reporting performance, and programming transportation investments directed toward the achievement of transportation system performance outcomes. Relevant UPWP work tasks include working with local planning partners to identify ways to implement performance-based planning provisions such as collecting performance data, selecting and reporting performance targets for metropolitan areas, and reporting actual system performance related to those targets. The Laredo MPO uses scenario planning through the Travel Demand Model process to develop the Laredo Metropolitan Transportation Plan.
- **Regional Models of Cooperation- Ensure a Regional Approach to Transportation Planning by Promoting Cooperation and Coordination across Transit Agency, MPO, and State Boundaries-** The Laredo MPO will continue to work with its planning partners to improve the effectiveness of transportation decision-making by thinking beyond traditional borders and adopting a coordinated approach to transportation planning. A coordinated approach supports common goals and capitalizes on opportunities related to project delivery, congestion management, safety, freight, livability, and commerce across boundaries. Improved multi-jurisdictional coordination between the Laredo MPO, TxDOT, El Metro, area providers of public transportation, and the Regional Mobility Authority (RMA) can reduce project delivery times and enhance the efficient use of resources. The Laredo MPO will periodically revisit its metropolitan area planning agreements to ensure that there are effective processes for cross-jurisdictional communication between TxDOT, the Laredo MPO and local area transit providers to improve collaboration, policy implementation, technology use, and performance management.
- **Ladders of Opportunity:** Access to essential services – The Laredo MPO will continue to work with TxDOT, and the local area transit providers, as part of the transportation planning process to identify transportation connectivity gaps in accessing essential services. Essential services include employment, health care, school/education, and recreation. At the behest of the local transit provider, the Laredo MPO UPWP routinely includes the development of transit related studies, including the development of a five-year plan, a bus/rapid transit feasibility study, and a paratransit and Americans with Disability Act compliance study. The Laredo MPO will also periodically evaluate the effectiveness of its public participation plan for engaging transportation-disadvantaged communities in the transportation decision making process. The Laredo MPO also works with its planning partners to assess the need and availability of pedestrian and bicycle facilities in the study area.

2020 UPWP

II. TASK 1.0 – ADMINISTRATION & MANAGEMENT

A. OBJECTIVE

To accomplish, on a continuing basis, the plans and programs necessary to administer federal transportation planning requirements and maintain the transportation planning process in and for the Laredo Metropolitan Planning Organization's planning area.

B. EXPECTED PRODUCTS

The operation of the Metropolitan Planning Organization including the following:

1. The updating of existing and the completion of new plans, studies, and reports.
2. Fulfillment of planning objectives.
3. Compliance with state and federal requirements.
4. Continuation of a proactive public involvement process.

C. PREVIOUS WORK

Both the Technical and Policy Committee meetings held on an ongoing basis to make appropriate revisions to documents and approve programs. Staff conducted public meetings as required by FHWA, FTA, the State and local government in the development of transportation planning documents, and reports. Staff attended various meetings, and workshops, and made presentations at public meetings.

D. SUBTASKS

- 1.1 Regional Planning and Administration: This includes program administration, record keeping, and monitoring completion of UPWP projects, audit, preparation of reports, interagency coordination, facilitating citizen participation, and preparation of meeting minutes. In addition, staff will be hired, trained, and developed to complete regional plans, studies, and reports. (Routine work effort – carried over from previous year).

In previous years the MPO staff has consisted of 2 positions, requiring staff to limit their role to administration and primarily utilize consultants for all planning activities. Moving forward, the Laredo MPO will increase the number of staff to better accomplish tasks of the MPO. This will allow MPO staff to lead the planning effort. Doing so will not only allow for cost savings and time savings (over hiring consultants), but will lead to better planning outcomes where expertise is maintained in-house. The Laredo MPO will seek to add the following staff in FY 19-20:

- GIS Planner
- Transportation Planner
- Active Transportation Planner
- Regional Planner
- Administrative Support Staff

- 1.2 Travel, training, equipment, and supplies. This activity supports staff development in the technical activities associated with the transportation planning process through travel to and attendance at appropriate conferences, courses, seminars, and workshops. All computer hardware, software and equipment expenditures of Federal Planning funds over \$5, 000 will receive prior approval from FHWA. All out of State travel will receive prior approval from

2020 UPWP

TxDOT (TPP). Expenditures in this category may be higher in FY 2020 due to the need to increase staff and staff training/ resources. (Routine work effort)

E. FUNDING & PARTICIPATION SUMMARY

Task 1.0 - FY 20

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹	FTA Sect. 5307	Local	Total
1.1	LUTS	420,000	0	0	420,000
1.2	LUTS	80,000	0	0	80,000
TOTAL		500,000	0	0	500,000

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

III. TASK 2.0 - DATA DEVELOPMENT AND MAINTENANCE

A. OBJECTIVE

Provide updated information, demographic data and analysis to support the Metropolitan Planning Organization's planning efforts.

B. EXPECTED PRODUCTS

The expected products include an updated MPO website with online data/map viewer and updated demographic data. In addition, data and mapping support will be provided for MPO plans, studies, and reports.

C. PREVIOUS WORK

The MPO website was continually updated to provide access to meeting agendas, packets, and publications as they became available. Project maps were developed, retrieved and or printed as new projects were approved or considered. The Travel Demand Data Development Project and the 2015-2040 MTP project were completed. The Demographic Data Development Project (also identified as the 2013-2045 Travel Demand Model Update Project) was also completed. Staff continued to work with TxDOT and Texas Transportation Institute representatives in the development of the 2013-2045 Travel Demand Model to be used in the development of the 2020-2045 MTP.

D. SUBTASKS

- 2.1 General Data Administration: This subtask allows for planning and administrative activities related to data development, maintenance, procurement, and contract management for the developing related performance measures and the following activities: (To be conducted as routine work effort or by consultant if needed)

2020 UPWP

A. General GIS: Specific activities will include reviewing and providing direction on the development and dissemination of geospatial databases on residential and commercial growth and transportation data; mapping databases supporting Laredo MPO programs; maintenance of the demographic and modeling databases of the MPO; develop and maintain the interactive web viewer for sharing GIS data on growth and projects; develop maps and materials for work group and public meetings; support MPO staff in the creation of plans, studies, and reports. (Routine work effort)

B. Demographic Forecasting: Create a database of population and demographic statistics for the Laredo MPO and develop projections to be utilized for the MPO planning effort. (Routine work effort)

C. Travel Demand Modeling: Coordinate with TxDOT on development and maintenance of updated travel demand models to be used for the TIP and other plans; refinements of in-house modeling capabilities; and regular updates of computer hardware, software, and necessary peripherals for supporting the demographic forecasting and travel demand modeling activities. (Routine work effort)

D. Environmental Analysis: This subtask includes facilitating planning and environmental linkages by participating in NEPA related studies and Planning and Environmental Linkages (PEL) studies, monitoring and evaluating the effect of Laredo MPO plans and programs on the environment, identifying potential mitigation activities and locations where they might occur, coordinating outreach with resource agencies and working groups, developing and updating GIS analyses using GISST, and other relevant data. This subtask also includes the effort to support environmental justice to assess the possible disproportionate impact of proposed infrastructure on vulnerable populations. (Routine work effort)

E. FUNDING & PARTICIPATION SUMMARY

Task 2.0 – FY 20

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹	FTA Sect. 5307	Local	Total
2.1	LUTS	100,000	0	0	100,000
TOTAL		100,000	0	0	100,000

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

IV. TASK 3.0 - SHORT RANGE PLANNING

A. OBJECTIVE

2020 UPWP

To complete those activities associated with short-range planning and implementation of projects that will be undertaken within the next five years.

B. EXPECTED PRODUCTS

Short range planning activities will result in strategies that will support those planning policies needed to preserve the continuing flow of traffic. The MPO will develop and/or revise as necessary the UPWP, the TIP, the MPO By-Laws, the Limited English Proficiency Plan (LEP), Title VI documentation and the Public Participation Plan. Staff will continue to address the recommendations resulting from the formal certification review conducted in 2016. The MPO also anticipates continued participation in the regional service planning process, as well as, any activity associated with FTA's 5310 Senior's with Disabilities Program or 5339 - Bus and Bus Facilities Program.

C. PREVIOUS WORK

Staff assisted in the development and continued revision of the 2017-2020 TIP, the 2015- 2018 TIP, and the 2017 and 2018 UPWPs. In June of 2016, the Office of Civil Rights notified MPO Staff the Laredo MPO had demonstrated good faith efforts in meeting the requirements of the Title VI review. Staff developed a Limited English Proficiency Plan which was adopted and implemented in accordance with federal and state guidelines. A 2018 call for TAP projects was initiated in March of 2018. The Transit Bus Shelter reconstruction and rehabilitation project was selected for the allocation of \$200,000 in TAP funds.

D. SUBTASKS

- 3.1 General Administration – This subtask allows for MPO staff support for administrative activities related to short range planning, including the development and management of agency contracts; procurement, development and management of consultant contracts for projects in Task 3; and the review and processing of monthly billings for work related to Task 3. Specific activities will include, but are not limited to the update of TIP/UPWP/By-Laws/PPP/LEP/Title VI– assisting in the development and/or revision of the Transportation Improvement Program (TIP), UPWP, By-Laws, the Public Participation Plan, the Limited English Proficiency Plan, and Title VI documents. This subtask also includes public outreach activities such as video production, developing website information, writing articles, developing other printed materials, and public meeting facilitation as needed. (Routine work effort)
- 3.2 MPO Certification Prep Project – Objective: All current MPO Policies, Plans, Programs, Procedures, and Agreements, including the MPO's internal ethics program, will be reviewed and amended if necessary, in order to comply with all requirements pertaining to a TMA under FAST ACT. The MPO's internal ethics program will be reviewed and amended, if necessary, to achieve compliance with the all federal requirements, as well as, and the requirements of 43 TAC § 31.39 "Required Internal Ethics and Compliance Program" and 43 TAC § 10.51 "Internal Ethics and Compliance Program" as may be revised or superseded. The Certification Notebook addressing the TIP, MTP, UPWP, and other planning issues will be updated in preparation of the Desk Audit. Expected Outcome- All MPO Policies, Plans, Programs, Procedures, and Agreements in full compliance with the FAST Act's requirements for TMAs, including but not limited to the applicable internal ethics program policy requirements, and the production of the Certification

2020 UPWP

Notebook in preparation of precertification and certification. Certification Review is tentatively scheduled for the summer of 2020. (To be conducted as routine work effort or by consultant if needed)

E. FUNDING & PARTICIPATION SUMMARY

Task 3.0 - FY 20

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹	FTA Sect. 5307	Local	Total
3.1	LUTS	10,000	0	0	10,000
3.2	LUTS	80,000	0	0	80,000
TOTAL		90,000	0	0	90,000

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

V. TASK 4.0 – METROPOLITAN TRANSPORTATION PLAN / LONG RANGE PLAN

A. OBJECTIVE

To continue study and analysis of projects and data for long-range planning elements and long-range project studies. Includes activities associated with publishing or updating the Metropolitan Transportation Plan, formerly called the Long Range Plan.

B. EXPECTED PRODUCTS

Staff expects to assist in the continual revision of the existing Metropolitan Transportation Plan (MTP) as well as the development of the updated plan to conform to state and federal requirements, particularly those of the FAST Act.

C. PREVIOUS WORK

Staff assisted in the continuous revision of the 2015-2040 Laredo Metropolitan Transportation Plan.

D. SUBTASKS

- 4.1 2020-2045 Laredo Metropolitan Transportation Plan (MTP) and FAST Act Compliance Project
The current 2015-2040 MTP and TIP will be reviewed and amended in order to comply with the Fixing America's Surface Transportation (FAST) Act requirements. Specifically, the review and amendments will address and achieve conformity with all FAST Act requirements. The existing MTP will also be updated to conform to state and federal requirements. This includes an evaluation of the existing transportation system, public transportation, environmental conditions and transportation needs and developing a financially constrained implementation plan. The project will include a land use and socioeconomic conditions and forecast element. (To be conducted as routine work effort or by consultant if needed)

2020 UPWP

- 4.2 Bicycle & Pedestrian Master Plan - Develop a plan for creating an environment conducive for walking or bicycling as a mode choice, as well as providing for recreational opportunities for walking or cycling in order to encourage a healthy lifestyle. It is intended that Staff will primarily be responsible for completing the plan but consultants may be utilized to provide additional technical assistance to complete the plan as necessary. (To be conducted as routine work effort or by consultant if needed)

E. FUNDING & PARTICIPATION SUMMARY

Task 4.0 - FY 20

Subtask	Responsible Agency	Transportation Planning Funds (TPF)¹	FTA Sect. 5307	Local	Total
4.1	LUTS	50,000	0	0	50,000
4.2	LUTS	50,000	0	0	50,000
TOTAL		100,000			100,000

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

VI. TASK 5.0 - SPECIAL STUDIES

A. OBJECTIVE

To further the goals and objectives of the transportation planning process through special studies undertaken by MPO staff or consultants in support of existing or projected local needs. To maintain the transportation management systems required by federal and state regulations, to assist decision-makers in selecting cost-effective strategies to improve the efficiency and safety of and protect the investment systems.

B. EXPECTED PRODUCTS

These are specific studies and projects that address special problem areas or help promote and support transportation related topics.

C. PREVIOUS WORK

In FY 15, the 2015-2040 MTP, the TMA Certification Project, and the Congestion and Delay Study were completed. The Congestion Management Process (CMP) network and performance measures were adopted, and the Rail Road Quiet Zone study was completed. The Transit Plan Update of 2016, the transit Asset Management Plan of 2016 and a review and analysis of the transit marketing plan were all completed. In coordination with FHWA and TTI, the MPO conducted Bicycle and Pedestrian workshops in December of 2016, and June of 2017. 2015 Quiet Zone Study Update project which was initiated in 2017 and completed in January of 2019.

D. SUBTASKS

2020 UPWP

- 5.1 Long Range Freight Mobility Plan – Objective: This study will evaluate freight movement in the study in order to: identify freight mobility needs and challenges, develop goals and objectives to improve goods movement, evaluate the impact of freight movement on the regional economy, identify freight transportation facilities and investments necessary for economic growth, define freight policies and programs, and provide recommendations for short, mid-range and long term recommendations for infrastructure improvements. Expected This study that will serve as an investment guide for freight mobility improvements in the region. It is intended that Staff will primarily be responsible for completing the plan but consultants may be utilized to provide additional technical assistance to complete the plan. (To be conducted as routine work effort or by consultant if needed)
- 5.2 Downtown Traffic Study- Objective: This study will evaluate the on and off-system network, in the Laredo downtown area, in order to develop recommendations for signalization, bike lane, pedestrian, transit, parking, sidewalk, and roadway configuration and directional improvements. Expected: The study is intended to provide a prioritized listing of short, midrange and long term improvements, including estimated project costs and possible funding sources, designed to reduce congestion, improve mobility, increase safety, enhance walkability, and encourage the use of bicycles as a mode choice.

E. FUNDING & PARTICIPATION SUMMARY

Task 5.0 - FY 20

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹	FTA Sect. 5307	Local	Total
5.1	LUTS	100,000	0	0	100,000
5.2	LUTS	200,000	0	0	200,000
TOTAL		300,000	0	0	300,000

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

2020 UPWP

LAREDO URBAN TRANSPORTATION STUDY— FY 20

UPWP Task	Description	TPF ¹ Funds	FTA Sect. 5307	Local	Total Funds
1.0	Management & Administration	500,000	0	0	500,000
2.0	Data Development and Maintenance	100,000	0	0	100,000
3.0	Short Range Planning	90,000	0	0	90,000
4.0	MTP / Long Range Plan	100,000	0	0	100,000
5.0	Special Studies	300,000	0	0	300,000
TOTAL		1,090,000	0	0	1,090,000

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

Combined Transportation Planning Funds ²	\$ 500,522
Estimated Unexpended Carryover	<u>\$ 589,478</u>
TOTAL TPF	\$ 1,090,000

² Estimate based on prior years authorizations

2020 UPWP

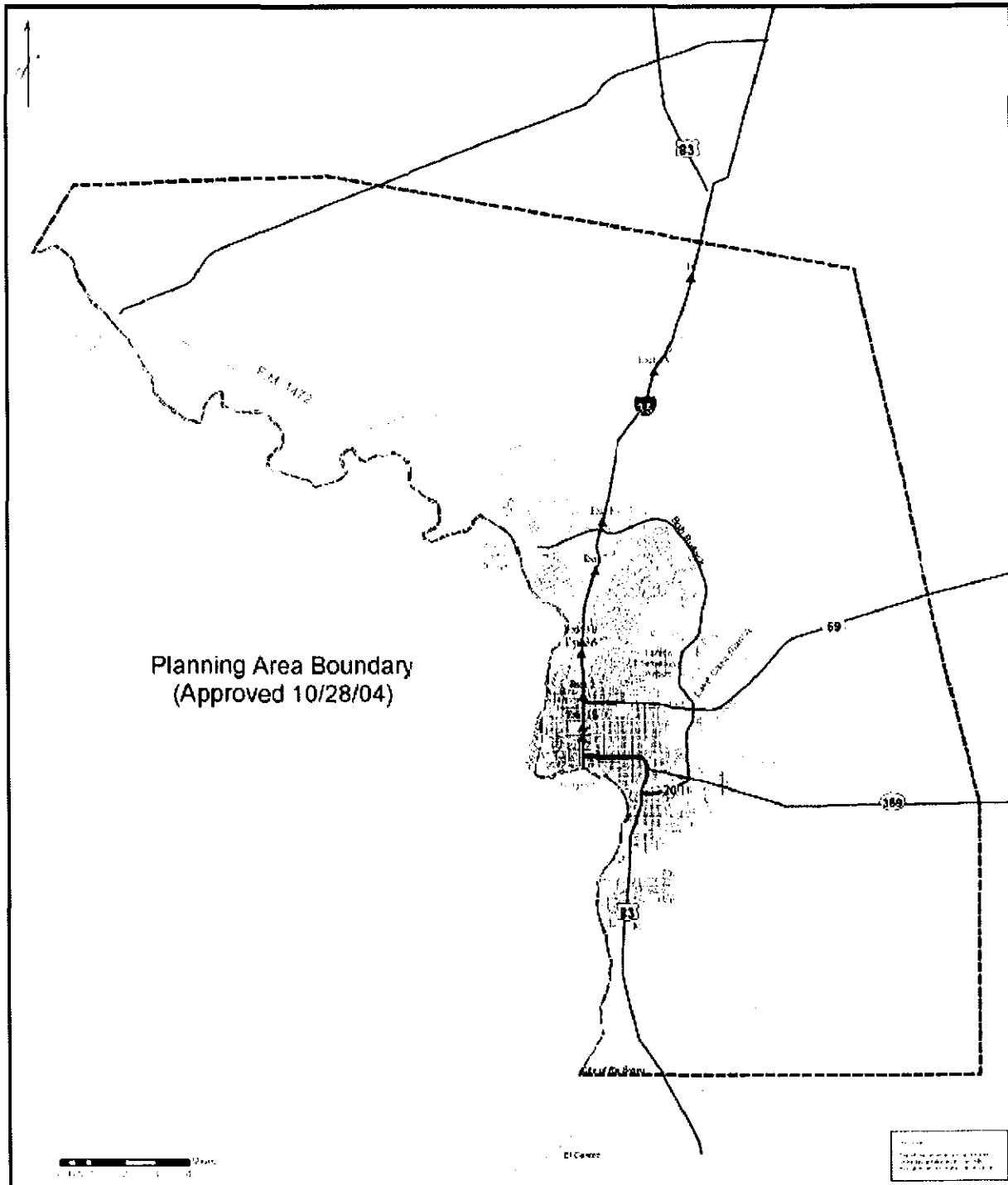
VII. APPENDICES

APPENDIX A - POLICY COMMITTEE

Honorable Pete Saenz	Mayor	City of Laredo
Honorable George Altgelt	City Councilmember	City of Laredo
Honorable Nelly Vielma	City Councilmember	City of Laredo
Honorable Roberto Balli	City Councilmember	Laredo Mass Transit Board
Honorable Tano Tijerina	Webb County Judge	Webb County
Honorable John Galo	Webb County Commissioner	Webb County
Honorable Jesse Gonzalez	Webb County Commissioner	Webb County
VACANT	TxDOT District Administrator	TxDOT
Mr. David Salazar P.E.	TxDOT District Engineer	TxDOT
Ex-Officio		
Honorable Judith Zaffirini	Senator - District 21	State of Texas
Honorable Richard Raymond	Representative - District 42	State of Texas
Honorable Tracy O. King	Representative- District 80	State of Texas

APPENDIX B -METROPOLITAN AREA BOUNDARY MAP

Laredo Metropolitan Planning Organization



2020 UPWP

APPENDIX C - DEBARMENT CERTIFICATION

NEGOTIATED CONTRACTS

- 1) The Laredo Urban Transportation Study (LUTS), as Contractor, certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity * with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

- 2) Where the **Contractor** is unable to certify to any of the statements in this certification, such **Contractor** shall attach an explanation to this certification.

* Federal, State, or Local

Chairperson, MPO Policy Committee
Mayor City of Laredo

Date

2020 UPWP

APPENDIX D - LOBBYING CERTIFICATION

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Chairperson, MPO Policy Committee
Mayor
City of Laredo

Date

2020 UPWP

APPENDIX E - CERTIFICATION OF COMPLIANCE

I, Pete Saenz, Chairperson of the Laredo Urban Transportation Study, a duly authorized representative of the Laredo Metropolitan Planning Organization (MPO), do hereby certify that the contract and procurement procedures that are in effect and used by the forenamed MPO are in compliance with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as it may be revised or superseded.

Chairperson, MPO Policy Committee
Mayor
City of Laredo

Date

Attest:

Jose A. Valdez, Jr.-
City Secretary
City of Laredo

2020 UPWP

APPENDIX F - CERTIFICATION OF INTERNAL ETHICS AND COMPLIANCE PROGRAM

I, **Pete Saenz**, Chairperson of the Laredo Urban Transportation Study, a duly authorized officer/representative of the Laredo Metropolitan Planning Organization (MPO) do hereby certify that the forenamed MPO has adopted and does enforce an internal ethics and compliance program that is designed to detect and prevent violations of law, including regulations and ethical standards applicable to this entity or its officers or employees and that the internal ethics and compliance program satisfies the requirements of by 43 TAC § 31.39 "Required Internal Ethics and Compliance Program" and 43 TAC § 10.51 "Internal Ethics and Compliance Program" as may be revised or superseded.

Chairperson, MPO Policy Committee
Mayor
City of Laredo

Date

Attest:

Jose A. Valdez, Jr.-
City Secretary
City of Laredo

From: Sara Garza <Sara.Garza@txdot.gov>
Sent: Wednesday, July 24, 2019 10:44 AM
To: James Kirby Snideman
Cc: Vanessa Guerra; Angelica Quijano
Subject: RE: Review of your Laredo UPWP FY 2020 Review

Ok thanks!!

From: James Kirby Snideman [<mailto:jksnideman@ci.laredo.tx.us>]
Sent: Wednesday, July 24, 2019 10:14 AM
To: Sara Garza
Cc: Vanessa Guerra; Angelica Quijano
Subject: RE: Review of your Laredo UPWP FY 2020 Review

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sara,

Thanks we'll review these edits and make the appropriate changes.

Thanks,
Kirby

J. Kirby Snideman, AICP - Planning & MPO Director
(956) 794-1601 - jksnideman@ci.laredo.tx.us

City of Laredo Planning Department
1120 San Bernardo Ave #2
Laredo, Texas 78040



From: Sara Garza [<mailto:Sara.Garza@txdot.gov>]
Sent: Wednesday, July 24, 2019 9:56 AM
To: James Kirby Snideman
Cc: Vanessa Guerra ; Angelica Quijano
Subject: Review of your Laredo UPWP FY 2020 Review

I am reviewing the draft of the UPWP you provided in the packet for the MPO. I am verifying you used the template provided.

Page 8 shows TASK 1.0 as Management & Administration but the template has Administration & Management. If you could please change that.

The previous UPWP is more detailed on the 7 performance goals . And also addresses the transportation goal areas. (just an FYI)

D. SUBTASKS

1.1 2ND paragraph In previous years the MPO staff is missing the letter h **has** consisted instead of as consisted

1.2 All computer hardware, software and equipment expenditures of Federal Planning funds over \$5, 000 will receive prior approval from FHWA. All out of State travel will receive prior approval from TxDOT (TPP)

You can list any out of State Trainings by name for example AMPO, etc so that when you do request an out of state travel it is mentioned in your UPWP and that has already been approved. Makes it easier to process.

TASK 2 – You are creating tasks 2.1-2.5. You must have budget figures under each one of them. Not just under 2.1

TASK # Short Range Planning

Under C. Previous Work

Staff issued a 2017 call for projects was the previous year. I would take that out. I would just mention what you did last year. the transit bus I believe was the only one. The other happened in March of 2018 which was FY 2018. The other 2 were from previous fiscal years. (please check, I could be wrong)

TASK 4- Should read based on the template METROPOLITAN TRANSPORTATION PLAN / LONG RANGE PLAN

TASK 5 - Previous UPWP listed 3 Studies – Quite Zone , Bicycle Master Plan and Long Range Mobility Plan- Have those been completed? This year you are only putting 5.1 for Long Range Freight Mobility Plan

The Table shows 5.2 100,000. Should it not be 5.1?

Please review the forms. Funding & Participation Summary show FY 19 Should be FY 2020 Page 9, 10,12,13, 14 & page 15

Page 15 Table should read 1.0 Administration & Management

4.0 Metropolitan Transportation Plan

The amount on 3.0 should be 90,000 not 60,000 (typo error)

Let me know if you have any questions. Thanks!

...the first of these is the fact that the ...

...the second is the fact that the ...

...the third is the fact that the ...

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...the twenty-second is the fact that the ...

- C. Discussion with possible action on the sweeping, and mowing contracts services overseen by TxDOT. (Cm. Altgelt)
- D. Discussion with possible action on IH 35 Mann Rd exit ramp accidents. (Cm. Altgelt)

Discussion with possible action on the River Road Project.

PROPOSED ROUTE IF FROM END TO END



RIVER-BANK ROAD*

& ITS POSSIBILITIES

TRANSFORMING MINES ROAD INTO A PLACE TO SEE AND ENJOY A NICE DAY'S RIDE.

RESIDENTIAL HOME VALUES IN LA BOTA WILL GO UP AS WELL AS THE DEMAND FOR NEW AFFORDABLE HOMES TO THE AREA, NOT TO MENTION BORDER AND PASSENGER CAR SAFETY.

EMERALD RIVER-VIEW DEVELOPMENT IS GOING TO CONTRIBUTE UPTO 1 MILLION TO EXTEND VERDE ROAD TO INTERSECT RIVER-BANK ROAD. THIS EXTENSION WILL EVENTUALLY CONNECT STRAIGHT SHOT TO IH35 WHEN THE PEOPLES ROAD IS EXTENDED AS PER THE DEVELOPMENT PLANS OF THE HACHAR TRUST.

* MOST LAND OWNERS HAVE AGREED TO DONATE LAND FOR THE ROAD PATH

PROPOSED ROUTE IF FROM END TO END



Estimated Cost to build a 2 Lane Road with
Current city standards 3.7 miles estimated
\$9.3m all the way to Vidal Cantu land or
\$1.3m all the way to Mines Rd Intersection.
Refer to this Letter by Porras Engineering



August 23, 2017

Joe Madina
Emerald River View Development, LTD
1205 E. Hillside Rd
Laredo, Texas 78041

Re: River Road - Conceptual Alignment & Construction Cost Estimate

Mr. Madina,

As you requested, we have updated the conceptual alignment of River Road from River Bank Road to Vidal Cantu Boulevard. Exhibit 1 shows this route with related roadway distances. Estimating roadway construction cost is highly dependent on the pavement design criteria, roadway width, drainage requirements, right-of-way acquisition costs, and a variety of other parameters.

As a base option, a two-lane rural roadway with roadside ditches and cross-drainage culverts could be designed and constructed using current City of Laredo standards for roughly \$2.5 million per mile if right-of-way was dedicated without cost. Using this criterion, the 3.7 mile section from River Bank to Vidal Cantu would cost around \$9.3 million. If owned, the extra 1.5 mile extension to Mines Road would add \$3.8 million for a total cost of approximately \$13 million.

If the roadway is federally funded, stricter design and construction standards will be required, including stronger pavement, larger drainage structures, wider roadway and right-of-way, etc. Under these criteria, roadway design and construction cost would be closer to \$4 million per mile not including right-of-way dedication cost. The 3.7 mile section from River Bank to Vidal Cantu would cost around \$15 million. The 1.6 mile extension to Mines Road would add \$8 million for a total cost of roughly \$23 million.

We hope this information is helpful in projecting potential roadway costs. However, it is critical to note that these estimates are conceptual opinions and shall not construed or implied as a guarantee of final project cost, which will be based on contractor's bids and is inherently out of our control. Please call us if you have any questions.

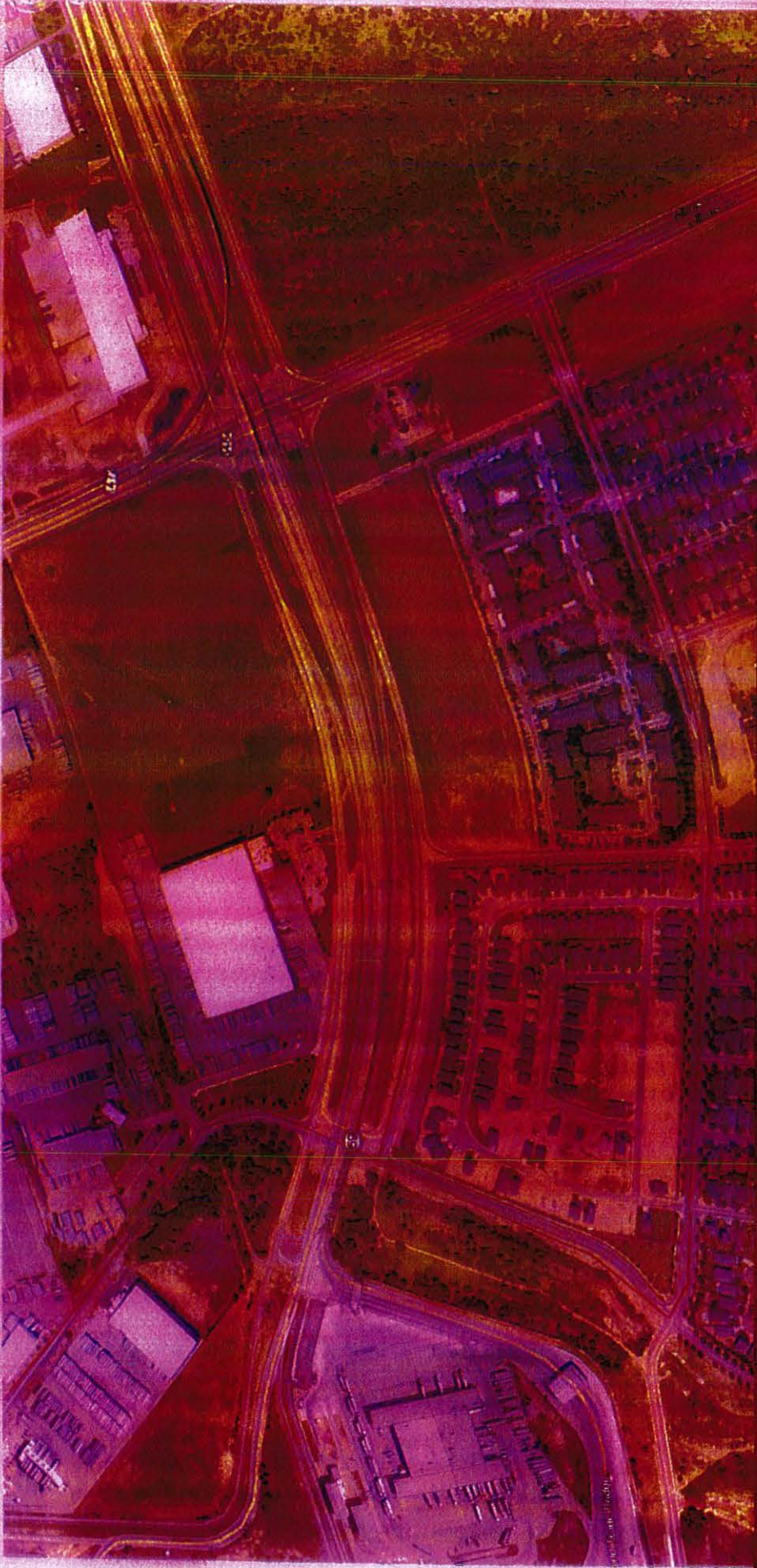
Sincerely,


Wayne Nance, PE, RPLS

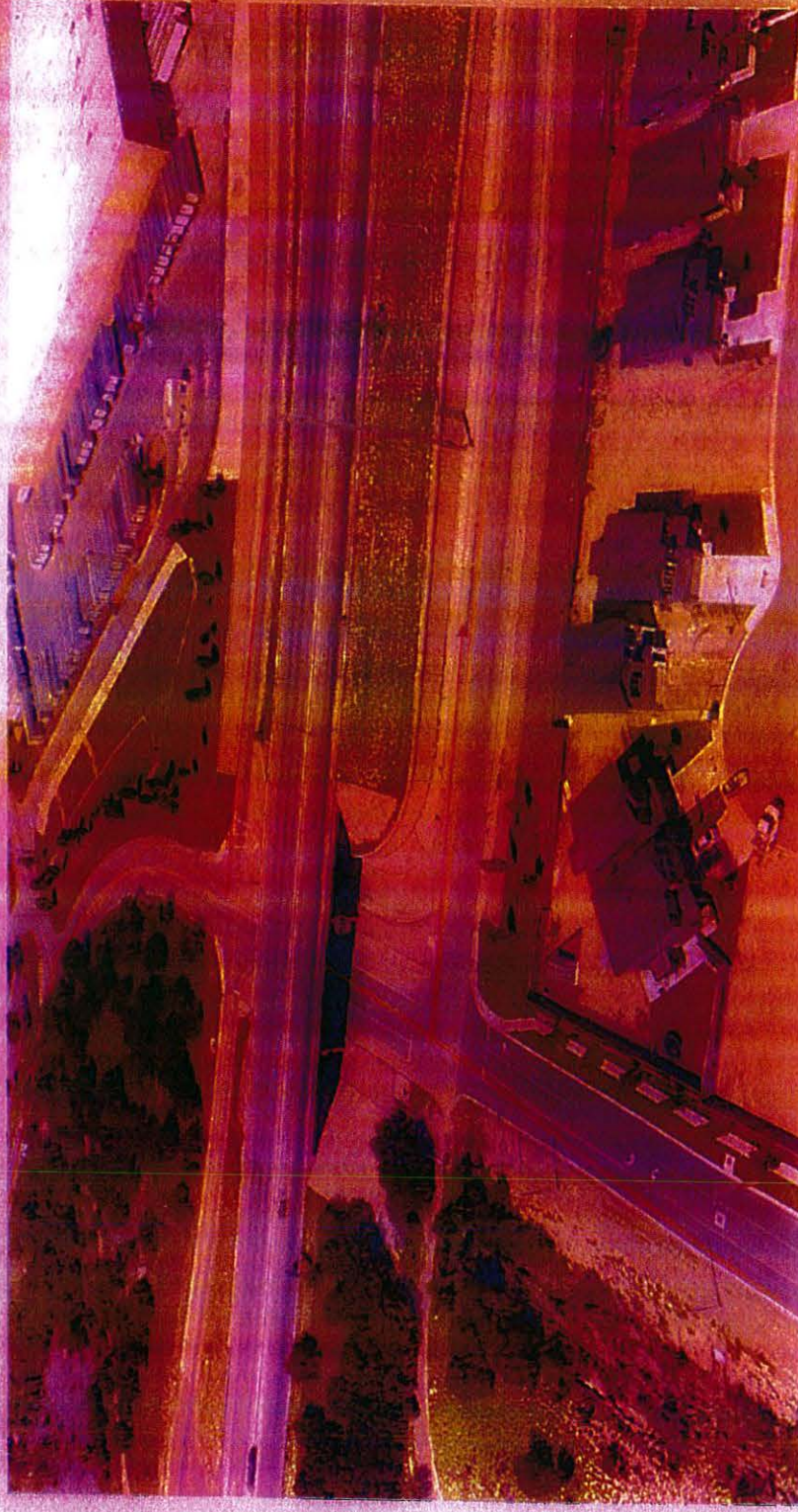


End

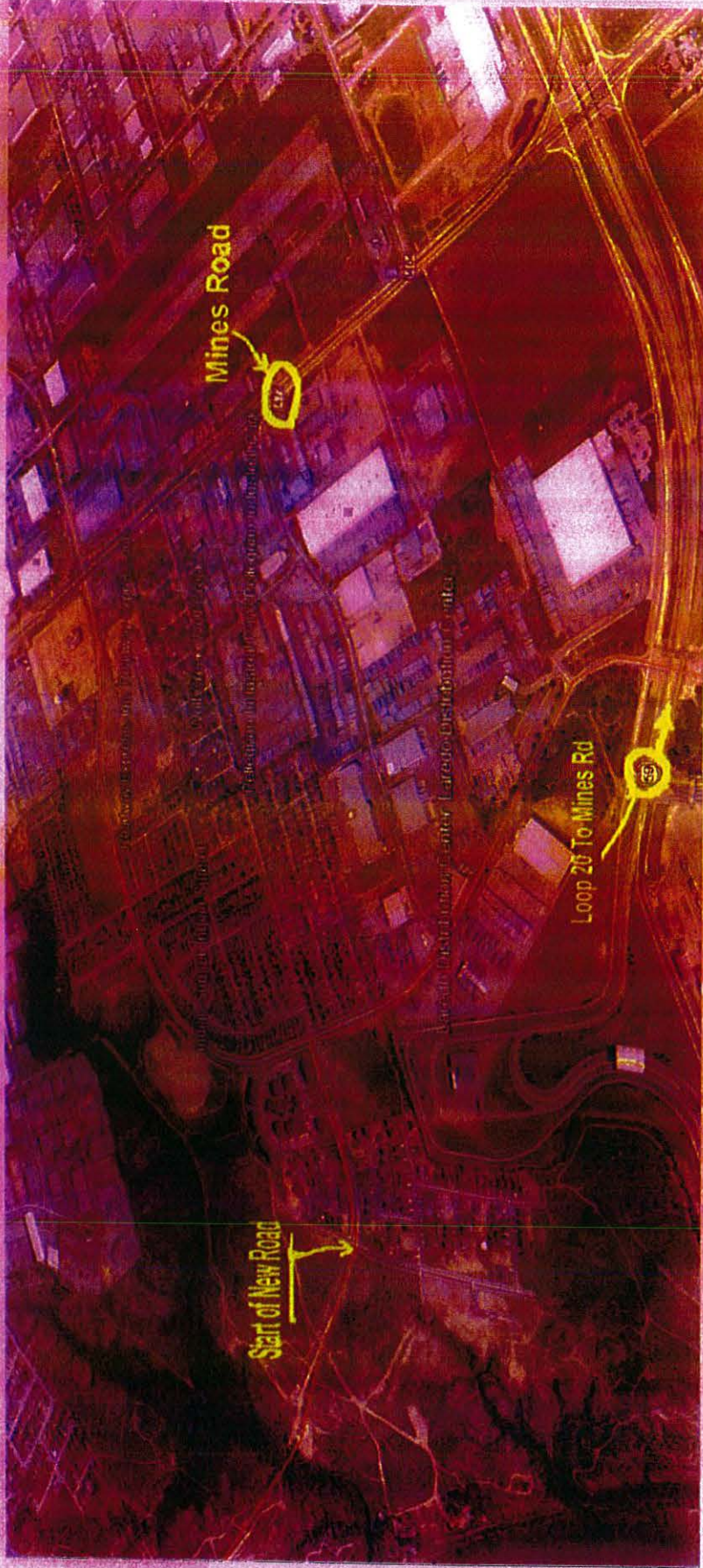
SOUTH EAST EXIT ROUTE FROM RIVER BANK RD TO MINES RD



LOOP 20 EXITS AND ENTRIES TO RIVER BANK RD



OVER VIEW OF EXITS & ENTRIES. TO AND FROM -TO MINES RD OR LOOP 20.



POSSIBLE ROADS INCLUDING EXTENDING VERDE RD TO INTERSECT RIVER BANK ROAD & BACK DOOR FOR LA BOTA



Casas Blancas Casas Blancas

Discussion with possible action on the Hachar-Reuthinger Road.

City Council-Regular

Meeting Date: 08/05/2019

Staff Source: J. K. Snideman

SUBJECT

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

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

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

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

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

FINANCIAL IMPACT:

Funds are available in the 2016 CO Bond.

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

Attachments

Hachar Reuthinger Extension Interlocal

Resolution

Letter

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

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

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

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

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

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

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

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

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

Now, therefore, City and County agree as follows:

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

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

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

TO THE CITY:

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

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

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

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

ATTEST:

WEBB COUNTY
A political subdivision of the
State of Texas

Margie Ramirez Ibarra
Webb County Clerk

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

APPROVED AS TO FORM:

Nathan R. Bratton
General Counsel
Civil Legal Division

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

CITY OF LAREDO
A Texas municipal corporation.

ATTEST:

Jose A. Valdez, Jr.
City Secretary

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

APPROVED AS TO FORM:

Kristina Laurel Hale
City Attorney

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

RESOLUTION NO. 2019-R-__

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

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

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

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

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

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

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

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

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

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

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

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

Section 2: This Resolution is effective immediately upon passage.

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

**PETE SAENZ
MAYOR**

ATTESTED:

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

APPROVED AS TO FORM:

**KRISTINA K. LAUREL HALE
CITY ATTORNEY**

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



Sarah Santos
ssantos@dslawpc.com

July 23, 2019

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

Via E-mail: gbcuellar@webbcountytx.gov

Via Hand-Delivery

Received by:

MARITZA H. PALACIOS
Printed Name

OFFICE MANAGER

Title

Signature

Date Received:

7/23/19 3:08pm

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

Dear Mr. Cuellar,

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

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

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

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

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

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

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

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

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

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

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

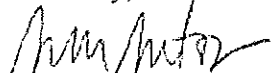
Moreover, Webb Commercial has concerns with regards to: (i) the access of the four corners created by the intersection of the Proposed Highway and Beltway Parkway to the access roads of the Proposed Highway given access restrictions at the intersection; (ii) the timing of the construction of the shoulders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

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

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

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

Sincerely,


Sarah Santos

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

Via CMRRR: 7017 2620 0000 1409 6373

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

Via CMRRR: 7017 2620 0000 1409 6380

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

Via CMRRR: 7017 2620 0000 1409 6397

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

Via CMRRR: 7017 2620 0000 1409 6403

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

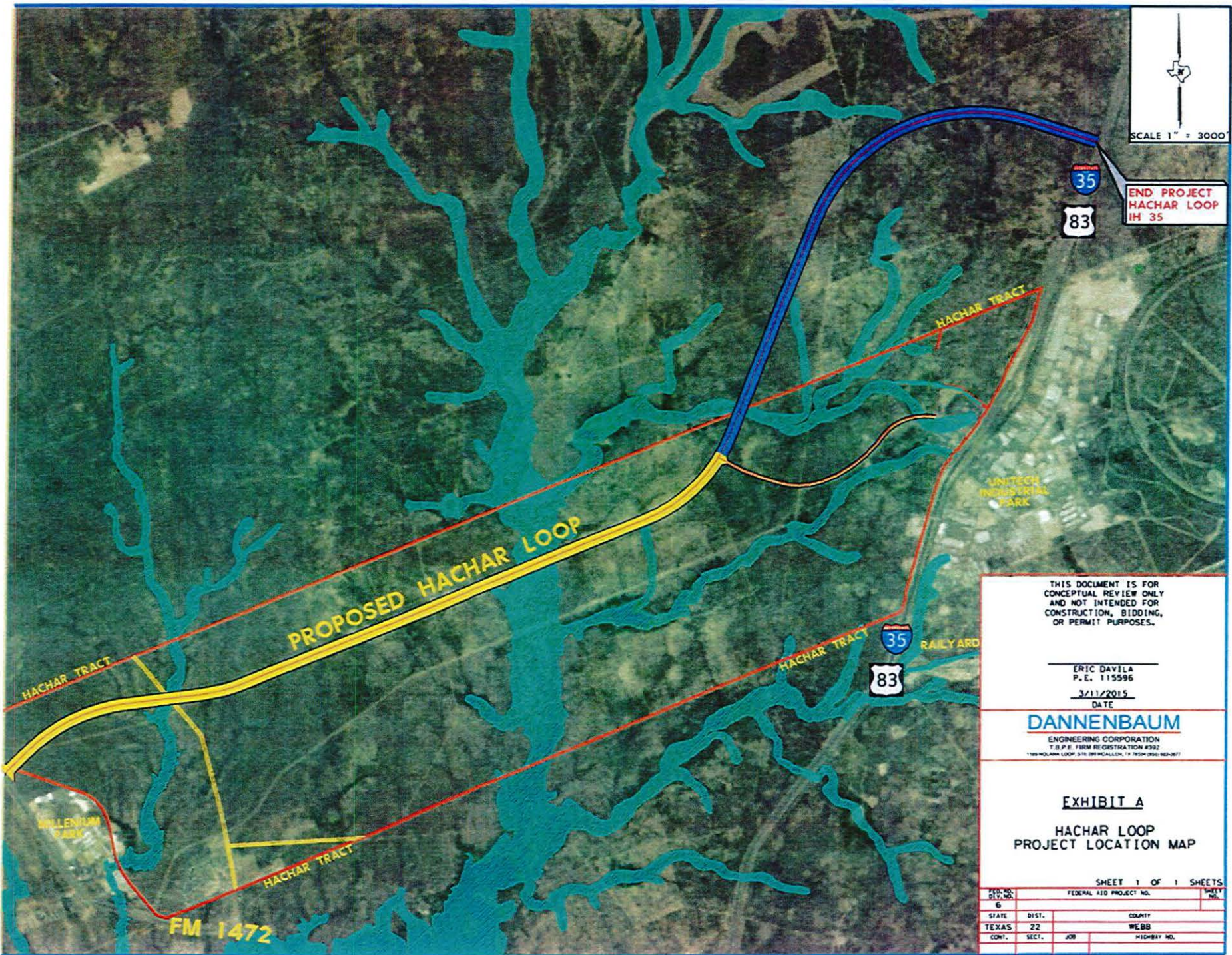
Via CMRRR: 7018 1830 0000 5535 1452

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

Via CMRRR: 7018 1830 0000 5535 1469

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

Exhibit A



SCALE 1" = 3000'

END PROJECT
HACHAR LOOP
IH 35

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

ERIC DAYILA
P.E. 115596
3/11/2015
DATE

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.# FIRM REGISTRATION #392
1786 HOLLAND LOOP, SUITE 300, McALLEN, TX 78101 (361) 284-1001

EXHIBIT A
HACHAR LOOP
PROJECT LOCATION MAP

SHEET 1 OF 1 SHEETS

FED. RD. DIST. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	22	WEBB	
CONT.	SECT.	JOB	HIGHWAY NO.

Exhibit B

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

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

Name: IRMA G. GARZA MONTEMAYOR

Organization or Affiliation: WEBB COMMERCIAL DEVELOPMENT INC. (WEBB)

Address: 7305 SAN DARIO AVE / SUITE 6 PMB #330
LAREDO, TX 78045

Telephone Number: +521 8183969900 (956) 602-0699

Email Address: irma.garza@grupo.sanmarino.mx

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



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

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

Name: _____

Organization or Affiliation: _____

Address: _____

Telephone Number: _____

Email Address: _____

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

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

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

Name: _____

Organization or Affiliation: _____

Address: _____

Telephone Number: _____

Email Address: _____

Your comments (use additional sheets if necessary): WEBB ALSO OBJECTS TO

THE PROJECT TERMINATING AT 0.1 MILE EAST OF BELTWAY

PARKWAY. WEBB BELIEVES THAT THE LOOP SHOULD EXTEND TO

THE BOUNDARY OF THE HACHAR AND REUTHINGER TRACT.

WEBB BELIEVES ALL OF THOSE ISSUES CAN BE RESOLVED AND

LOOKS FORWARD TO WORKING WITH TEX-DOT, THE CITY OF

LAREDO AND ADJOINING LANDOWNERS IN REACHING THE

NECESSARY RESOLUTIONS.

SINCERELY

IRMA G. GARZA MONTSUYOL

GENERAL MANAGER

WEBB COMMERCIAL DEVELOPMENT INC.

JULY 9th, 2019.

Exhibit C

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB §

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this 19th day of AUGUST, 2015.

[Signature]
David A. Hachar

[Signature]
Lilia Jeanette Hachar

[Signature]
Lilia Ethel Jasso

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

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

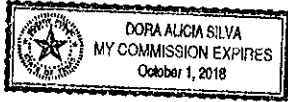
Nicolas David Hachar Estate Trust
aka N.D Hachar Estate Trust
By: [Signature]
George L. Hachar, Jr., Trustee

Nicolas David Hachar Estate Trust
aka N.D Hachar Estate Trust
By: [Signature]
Louis P. LaVaude, Trustee

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

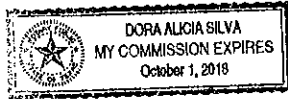


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

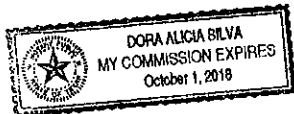


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

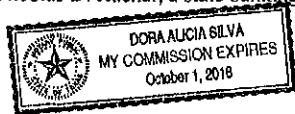


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

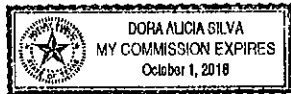


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

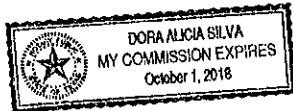


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

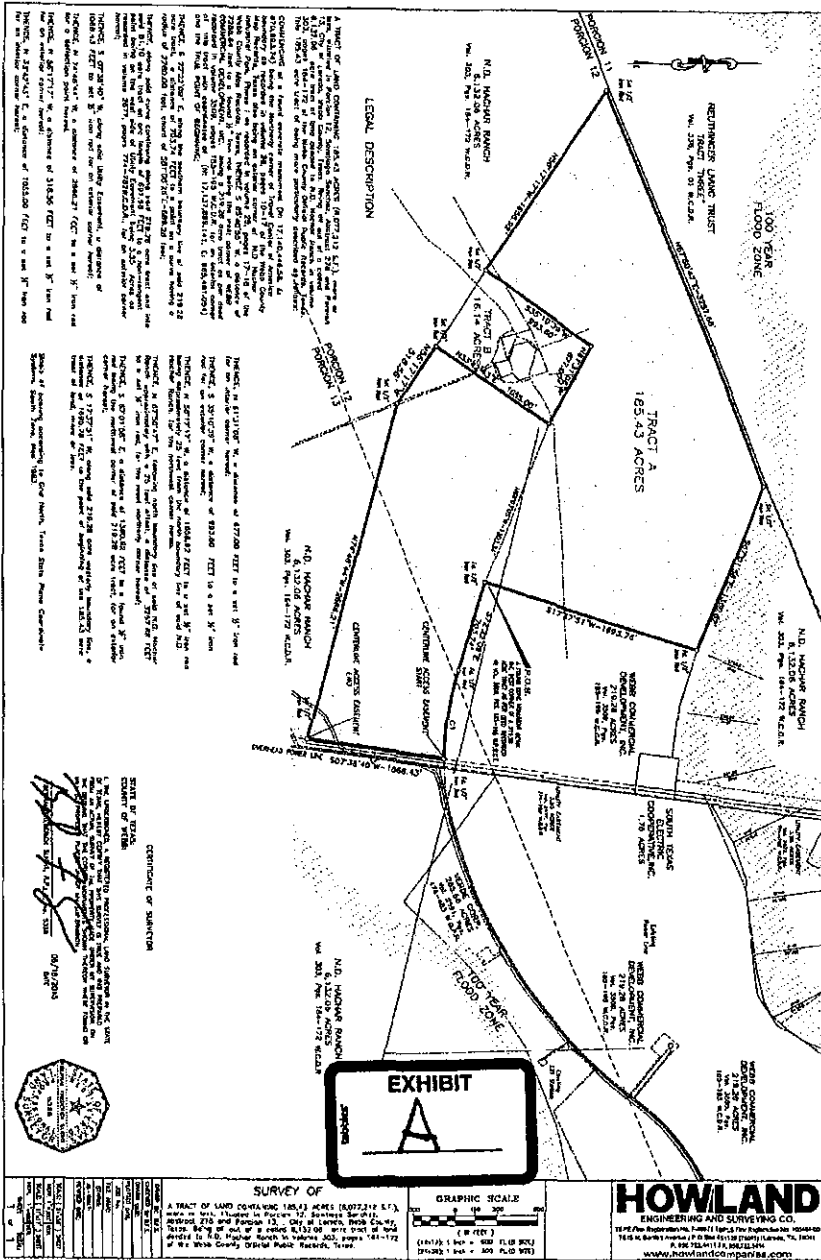
THE STATE OF TEXAS §

COUNTY OF WEBB §

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



Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS



LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 163.03 ACRES (807,214 S.F.), more or less, situated in Section 12, Township 22N, Range 10E, and Parcel 12, of the County of Santa Clara, State of California, as shown on the attached map, and being the same as described in the original plat of said tract, recorded in the Public Records of said County, under the name of 'REMINISCENCE LAMP TRUST', and being the same as described in the original plat of said tract, recorded in the Public Records of said County, under the name of 'REMINISCENCE LAMP TRUST', and being the same as described in the original plat of said tract, recorded in the Public Records of said County, under the name of 'REMINISCENCE LAMP TRUST'.

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SURVEY OF

A TRACT OF LAND CONTAINING 163.03 ACRES (807,214 S.F.), more or less, situated in Section 12, Township 22N, Range 10E, and Parcel 12, of the County of Santa Clara, State of California, as shown on the attached map, and being the same as described in the original plat of said tract, recorded in the Public Records of said County, under the name of 'REMINISCENCE LAMP TRUST', and being the same as described in the original plat of said tract, recorded in the Public Records of said County, under the name of 'REMINISCENCE LAMP TRUST'.

GRAPHIC SCALE

1" = 100'

HOWLAND ENGINEERING AND SURVEYING CO.

1615 New Business, Suite 111, San Jose, CA 95128

TEL: (415) 435-1111 FAX: (415) 435-1112

WWW.HOWLANDENGINEERING.COM



LEGAL DESCRIPTION

Centerline Access Easement out of a 185.43 acre tract

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

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

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

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



www.howlandcompanies.com

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

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



Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

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

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

Laredo- Hachar- Reuthinger Rd

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

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

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

Note:

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

2- Allocations based on FY 2020 Draft UTP

RETHINKER ENVIRONMENTAL
SCHEMATIC ENVIRONMENTAL
WEBB CO FUNDS (CBD) \$300K
0922-35-166 CAT 7 \$21.8M

HACHAR
SCHEMATIC ENVIRONMENTAL
CITY FUNDS CSJ 0922-35-166
ERDF ENGINEERING
CAT 7 \$26.75M

PS&E CSJ 0922-35-175
CAT 7 \$1.08M

FRONTAGE

FRONTAGE

Cm. Altgelt was not present.

- 33. 2018-R-94 Resolution renaming Eastwoods Park to the Arturo N. Benayides, Sr Park. The Facilities Naming Commission is in favor of the renaming of this park.

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

Moved: Cm. Torres

Second: Cm. Balli

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

- 34. 2018-R-95 Authorizing the City's Delinquent Tax Attorney to arrange for the auction by the Webb County Sheriff, pursuant to Section 34.05 (b) and (c) of the Texas Tax Code, of the following properties subject to the recommended minimum bids specified herein:

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

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

Motion to adopt Resolution 2018-R-095.

Moved: Cm. Balli

Second: Cm. Torres

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

- 35. 2018-R-96 Adopting a program under Texas Local Government Code Chapter 380 and authorizing the City Manager to execute an agreement made pursuant to Texas Local Government Code Chapter 380 relating to the development of a roadway traversing approximately 5.135 acres located West of IH 35 at the United Overpass across the Hachar Trust property to FM 1472 (Mines Road); and providing an effective date.

Motion to adopt Resolution 2018-R-096.

Moved: Cm. Balli

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:

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

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

City Council-Regular

Meeting Date: 07/16/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Nathan Bratton

SUBJECT

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

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal impact to be determined by the agreement.

RESOLUTION NO. 2018-R-96

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETE SAENZ
MAYOR

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM ONLY:

Kristina Laurel Hale
City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

Exhibit A to 2018-R-95

Agreement

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

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

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

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

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

ARTICLE I RECITALS

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

ARTICLE II AUTHORITY AND TERM

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

ARTICLE III DEFINITIONS

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

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

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

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

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

ARTICLE IV ECONOMIC DEVELOPMENT GRANTS

1. Grants

- (a) Subject to the satisfaction of all the terms and conditions of this Agreement, the City agrees to provide Developer with a Grant of not more than Two Hundred Seventy-Five Thousand Dollars (\$275,000.00). The Grant shall be paid as follows:
- (1) A payment of grant funds in the lump sum amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) within 30 days of the submission by Developer of a complete Schematic and Environmental Document (for an overweight corridor traversing the N.D Hachar Tract and the Reuthinger family tract from the Mines road to the west frontage road of 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 IMDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE PARTIES THAT DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL GRANTS PAID TO DEVELOPER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CITY.

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

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

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

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

By: _____
Nicholas Van Steenberg
President

APPROVED AS TO FORM ONLY:

Kristina Laurel Hale
City Attorney

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

STATE OF TEXAS
COUNTY OF WEBB

§
§
§

ACKNOWLEDGMENT

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
COUNTY OF WEBB

§
§
§

ACKNOWLEDGMENT

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

...the first of these is the fact that the ...

...the second of these is the fact that the ...

...the third of these is the fact that the ...

...the fourth of these is the fact that the ...

...the fifth of these is the fact that the ...

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

- A. Status report by J. Kirby Snideman, on the City of Laredo's Boulevard of the America's Project. (Mayor Saenz)
- B. Status report by TxDOT on the Outer Loop Alignment Study.
- C. Status report by TxDOT on ongoing projects.
- D. Status report by the Regional Mobility Authority (RMA).

VI ADJOURNMENT

RMA Item

Angelica Quijano

From: Antonio Rodriguez <anrodriguez@HNTB.com>
Sent: Friday, August 16, 2019 2:45 PM
To: Vanessa Guerra; James Kirby Snideman; Angelica Quijano
Cc: Douglas Howland; Richard Ridings; Carlos Lopez; Melisa Montemayor
Subject: RE: August 19, 2019

Team, Vice-Chairman Howland and I will not be attending on Monday. Below is our report.

1. The WCCL RMA is currently working on WA No. 10 – North Laredo Webb County Transportation Planning Study. The Team has done the following:
 - Developed a draft Public Involvement Plan
 - Developed 4 Network Concepts for the Study Area
 - One Concept investigates the full upgrade of FM 1472 from IH 69W to SH 255 to a full expressway with Direct Connect Ramps at IH 69W.
 - Another concept investigates improvements to Milo to move truck traffic from World Trade Bridge
 - Performing the Current Year and 20 year traffic forecast analysis utilizing the current MPO traffic model
 - Scheduling a series of Stakeholder Meetings for the month of September (16-18). Attendees include the following:
 - Laredo MPO Board
 - City of Laredo Staff
 - City of Laredo Councilmembers
 - Webb County Staff
 - Webb County Commissioner’s Court
 - TxDOT
 - El Metro
 - U.S. Customs & Border Patrol
 - General Services Administration
 - United ISD
 - Private Sector Stakeholders in the Study Area
2. Vallecillo Road (FM 1472 to IH 35) – Draft Inter-Local Agreements have been distributed to the City of Laredo and Killam Company. We have been in communication with the Killam Company. Their legal team is still reviewing the agreement and providing their comments.
3. Killam Industrial Blvd. Turn Lanes – The ILA has been approved by all parties. The City of Laredo approved it on 8/5/19. The WCCL RMA Board is scheduled to approve it on 8/20/19. The Design Work Authorization is scheduled for approval on 8/20/19.
4. Los Presidentes (Cuatro Vientos to Concord Hills) - The ILA has been approved by all parties. The City of Laredo approved it on 8/5/19. The WCCL RMA Board is scheduled to approve it on 8/20/19. The Design Work Authorization is scheduled for approval on 8/20/19.
5. Other Items:
 - The INFRA Grant Application was not approved by FHWA. It should be noted that Texas as a state only received a \$9M for a series of 7 bridge projects in the DFW Area. The sponsor was the North Central Texas Council of Governments.
 - The WCCL RMA is still awaiting notification of the selection of the new Chairman of the Board of Directors.
 - In the meantime, the WCCL RMA will continue to explore cost sharing opportunities with the City of Laredo, Webb County and TxDOT