

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
November 18th, 2019
1:30 p.m.**

MEETING AGENDA

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

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

- IV. ITEMS REQUIRING POLICY COMMITTEE ACTION
 - A. Approval of the minutes for the meeting held October 21st, 2019.
 - B. Receive public testimony and adopt Resolution No MPO 2019-08 amending the FY 2020 Unified Planning Work Program (UPWP) as follows:
 1. Removing Subtask 3.2, entitled the MPO Certification Preparation Project, intended to review all current MPO Plans, Programs, Programs, and procedures to ensure compliance with all relevant regulations in preparation for the Federal Certification Review scheduled for April of 2020. FHWA has relayed that the Certification Review process has changed and will no longer necessitate external

professional services. MPO Staff will be working with Federal Highway Administration, Texas Transportation Institute, and TxDOT District Staff to prepare for the review.

2. Adding Subtask 5.3, intended to accomplish a Comprehensive Operational Analysis of the transit system's fixed route bus and American's with Disability's (ADA) demand-response services. The analysis will evaluate the system's current structure and performance, and will develop recommendations to address current and future service needs.
 - C. Receive public testimony and approve a motion authorizing the award and execution of a contract in the amount of \$24,480 with Nelson NYGAARD for the development of the Active Transportation Plan.
 - D. Discussion with possible action on the future possible re-designation of IH-35 south of Victoria Street (also known as the "Four Block area") and the re-routing of US-83. (Dr. Marte Martinez).
 - E. Discussion with possible action on the River Road Project.
 - E. Discussion with possible action on Hachar-Reuthinger.
 - F. Discussion with possible action on the name change from Laredo Urban Transportation Study (LUTS) to Laredo Area Metropolitan Planning Organization (LAMPO). Note: A name change will require a future MPO By-Laws amendment.
 - G. Discussion with possible action on the organization and number of Policy Committee member appointments. Discussion of vacant TxDOT appointment to be eliminated or transferred to the City or Webb County. Discussion of a nine member committee versus a five member committee with alternates. Note: A change in member appointments will require a future MPO By-Laws amendment.
- V. REPORT(S) AND PRESENTATIONS (No action required).
- A. Status report by the Regional Mobility Authority (RMA).
- VI. DIRECTOR'S COMMENTS
- VII. 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 NOVEMBER 15TH, 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

LAREDO MASS TRANSIT BOARD REPRESENTATIVE:

Honorable George Altgelt, City Councilmember, District VII

COUNTY OF WEBB REPRESENTATIVES:

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

STATE REPRESENTATIVES:

Mr. David M. Salazar, Jr. P.E., District Engineer
(Vacant), TxDOT District Administrator

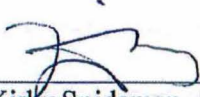
*****EX-OFFICIO*****

Honorable Judith Zaffirini, State Senator, District 21

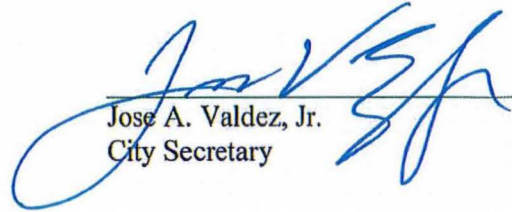
Honorable Richard Raymond, State Representative, District 42

Honorable Tracy O. King, State Representative, District 80

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J. Kirby Snideman, AICP
MPO Director



Jose A. Valdez, Jr.
City Secretary

Laredo Urban Transportation Study

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



MINUTES OF THE OCTOBER 21, 2019 MEETING

Regular members present:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Tano E. Tijerina, Webb County Judge
Honorable Norma “Nelly” Vielma, City Councilmember, District V
Honorable Dr. Marte Martinez, City Councilmember, District VI
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1 (joined meeting at 2:02 p.m.)
David M. Salazar, Jr., TxDOT District Engineer

Regular members not present:

Honorable George Altgelt, City Councilmember, District VII
Honorable John Galo, Webb County Commissioner, Pct. 3

Ex-Officio Members Not Present:

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

Staff (Of Participating LUTS Agencies) Present:

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

State: Roberto Rodriguez, TxDOT
Humberto “Tito” Gonzalez
Sara Garza, TxDOT
Jesus Saavedra, TxDOT
Deborah Fleming, TxDOT

Others: Julia Wallace, Laredo Morning Times
Luis Perez Garcia, Webb County Engineer

Kirk Fauver, Federal Highway Administration (FHWA)
Antonio Rodriguez, HNTB, Inc.
Jason Rodriguez, HNTB, Inc.
Douglas Howland

I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Pete Saenz called the meeting to order at 1:34 p.m.

II. CHAIRPERSON TO CALL ROLL

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

III. CITIZEN COMMENT

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

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:

A. Approval of the minutes for the meeting held on August 19th, 2019, September 16th, 2019, and September 24th, 2019.

CM. Martinez made a motion to approve the minutes of August 19th, 2019, September 16th, 2019, and September 24th, 2019.

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

Motion carried unanimously

B. Receive public testimony and approving Resolution No. MPO 2019-06 adopting the proposed amendment(s) of the 2019-2022 Transportation Improvement Program (TIP):

1. **Addition** of project CSJ 0018-06-184 for the construction of interchange direct connector 8, on IH 35, from 0.50 miles south of US 59 to 0.50 miles east of IH 35, with estimated total project cost of 25,755,400, intended to let in FY 2020.
2. **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.
3. **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.

Vanessa Guerra, MPO Staff, stated as per TxDOT, there was a slight revision on the limits for project CSJ 0018-06-13. The correct limits should now read: from Shiloh Drive to 0.38 miles south of US 59/IH 35.

Judge Tijerina made a motion **open** a public hearing.

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

Motion carried unanimously

CM. Jesse Gonzalez joined the meeting at 2:02 p.m.

CM. Martinez made a motion to **close** the public hearing and **approve** Resolution No. MPO 2019-06 adopting the proposed amendment(s) of the 2019-2022 Transportation Improvement Program (TIP), as amended.

Second: CM. Vielma
 For: 6
 Against: 0
 Abstained: 0

Motion carried unanimously

C. Receive public testimony and approve Resolution No. MPO 2019-07 adopting the following proposed amendment(s) of the 2015-2040 Metropolitan Transportation Plan (MTP):

1. Amending Table 12-10, entitled Roadway and Bicycle/Pedestrian Project Summary, Figure 12-1, entitled Roadway and Bicycle/Pedestrian Projects,

Table 12-11, entitled Roadway Projects,
Figure 13-1, entitled Natural Resources and Federally Funded Projects,
Figure 13-2, entitled Cultural Resources and Federally Funded Projects,
Figure 13-3, entitled Low Income Areas and Federally Funded Projects,
Table 13-1, entitled Federally Funded Projects Environmental Assessment Results,
Table 13-3, entitled Federally Funded Projects and Environmental Justice
Populations; and,
Figure 13-4 entitled Colonias and Federally Funded Projects as necessary to
incorporate the following revision(s):

- a) **Addition** of project CSJ 0018-06-184 for the construction of interchange direct connector 8, on IH 35 located from 0.50 miles south of US 59 to 0.50 miles east of IH 35, with estimated total project cost of 25,755,400, intended to let in FY 2020.
 - b) **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.
 - c) **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.
2. **Revision** of Chapter 1, per FAST Act requirements to include additional planning factors; and, (Ref: 23 CFR 450.206(a)(9&10) and 306(b)(9&10)) and include Safety, Bridge, Pavement/ Roadway and Transit System Performance targets; and, (Ref: 23 CFR 450.324(f)(3)).
 3. **Revision** of Chapter 12 to update the project evaluation criteria to support the selection of projects in accordance with the adopted performance measures and targets.
 4. **Addition** of Appendix 1, entitled Documentation Adoption of Federally Required Performance Measures/Targets and System Evaluation Report.

CM. Martinez made a motion to **open** the public hearing.

Second: Judge Tijerina
For: 6
Against: 0
Abstained: 0

Motion carried unanimously

Vanessa Guerra, MPO Staff, stated as per TxDOT, there was a slight revision on the limits for project CSJ 0018-06-13. The correct limits should read: from Shiloh Drive to 0.38 miles south of US 59/IH 35.

CM. Martinez made a motion to **close** the public hearing and **approve** Resolution No. MPO 2019-07 adopting the proposed amendment(s) of the 2015-2040 Metropolitan Transportation Plan (MTP):

Second: Judge Tijerina
For: 6
Against: 0
Abstained: 0

Motion carried unanimously

D. Receive public testimony and initiate a twenty-day public review and comment period for draft 2020-2045 Metropolitan Transportation Plan (MTP).

Judge Tijerina made a motion to **open** a public hearing.

Second: CM. Martinez
For: 6
Against: 0
Abstained: 0

Motion carried unanimously

CM. Tijerina made a motion to **close** the public hearing and **initiate** a twenty-day public review and comment period for the draft 2020-2045 Metropolitan Transportation Plan (MTP).

Second: CM. Martinez
For: 6
Against: 0
Abstained: 0

Motion carried unanimously

Vanessa Guerra, MPO Staff, reminded all present of the upcoming public meetings for the 2020-2045 MTP. She stated the public meetings were scheduled for November 5th at the Public Library on Calton Road, and November 6th at the City of Laredo Council Chambers from 5:30 p.m.-7:00 p.m.

E. Appointment of Councilmember George Altgelt as the Laredo Mass Transit Board representative for the MPO.

No action was taken on the item.

Ms. Guerra advised the committee that the item had already gone to City Council for approval.

F. Discussion with possible action on Springfield Rd.

Ramon Chavez, City Engineer, gave a brief presentation on the item. He stated the purpose of the Springfield Road extension was to construct the gap portions of the roadway.

The estimated cost of the project would be \$14.7 million (land acquisition not included). The project would consist of four phases.

CM. Marte Martinez stated he wanted to place said item on the MPO agenda to discuss how the MPO could assist in the funding of said project.

David Salazar, TxDOT District Engineer, stated the project would be a viable solution to alleviate traffic off IH 35, but funding would need to be identified. He stated a solution for the funding could may be Category 7 (MPO off-system dollars).

CM. Martinez made a motion to direct Staff to meet with TxDOT to discuss the viability of Springfield Road project as well as finding a funding including Coordinated Border Infrastructure (CBI) funds.

Second: CM. Vielma
For: 6
Against: 0
Abstained: 0

Motion carried unanimously

G. Discussion with possible action on Cuatro Vientos Rd.

CM. Martinez stated his concerns regarding said item. He stated a viable solution for Cuatro Vientos was to possibly have extra lanes or maybe a road that connects to Cuatro Vientos all the way to US 83.

CM. Gonzalez made a motion to have Staff meet with TxDOT to discuss possible funding mechanism, for connection of Cuatro Vientos to Espejo Molina.

Second: CM. Martinez
For: 6
Against: 0
Abstained: 0

Motion carried unanimously

H. Discussion with possible action on future reconfiguration of IH-35 serving the Mall del Norte.

CM. Vielma asked if a viable solution would be to possibly have an exit from IH 35 directly to Mall del Norte.

Danny Magee, Traffic Safety Director, stated that moving the ramp was not a viable solution. He stated a study would have to be done in order to reconfigure the ramps.

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

Neither discussion nor action was taken on the item.

J. Discussion with possible action on Hachar-Reuthinger.

Luis Perez Garcia, Webb County Engineer, stated the project was proceeding according to schedule. He stated the County requested comments from TxDOT on the 60 percent completion submittal. After receiving said comments, comments would be sent to the consultant. Once the consultant incorporated the valid comments into the plans, the 90 percent submittal would be submitted. He stated the project was still in the design phase of the environmental document. He stated the current phase of the project is expected to be complete by December. Construction may commence in 2022 and 2021 at the earliest.

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

A. Presentation on Debt and Strategic Contracts Division on State Infrastructure Bank (SIB) Transport Loan Program.

Deborah Fleming, TxDOT, gave a brief presentation on the item.

State Infrastructure Banks (SIB) were authorized in 1995 as a part of the National Highway Designation Act (NHS) to help accelerate needed mobility improvements through a variety of financial assistance options made to local entities through state transportation departments.

Since Texas was chosen as one of the ten states to test the pilot program, the state legislature authorized the Texas Department of Transportation (TxDOT) to administer the SIB program in 1997.

She stated the overall goal of the SIB program is to provide innovative financing methods to communities to assist them in meeting their infrastructure needs.

The SIB program allows borrowers to access capital funds at or below market interest rates.

The advantages of borrowing from the SIB are as followed:

- Some flexibility for debt service

- No fees for loan application
- No loan handling charges
- Prepayments can be made at anytime
- At or Below Market Interest Rates

B. Status report by TxDOT on ongoing projects.

Jesus Saavedra, TxDOT, gave a brief presentation on the item. He stated the status update on the ongoing projects were as follows:

- SL 20 over KCS Railroad Grade Separation
99% work completed/anticipated completion date-November 2019
- US 59 over IH 35 Overpass
90% work completed/anticipated completion date-December 2019
- SH 359 from City of Laredo do Duval County
90% work completed/anticipated work completion date-winter 2020
- US 83 from Dimmit County line to 3.4 miles of SH 44
8 % work completed/anticipated completion date-2022
- BI 59 (Saunders) from Buena Vista to Ejido and IH 35 FR/Uniroyal Blvd.
76% work completed/anticipated completion date-December 2020
- FM 3338 from FM 1472 to SH 255
16% completed/anticipated termination date-Sept 2022

C. Status report by Vanessa Guerra, MPO Staff, on fiscal year 2019 carryover funds.

Vanessa Guerra, MPO Coordinator, gave a brief presentation on the item.

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

Antonio Rodriguez, HNTB, Inc. gave a brief status report on what currently the RMA was working on.

He stated that the design phase for Los Presidentes Extension project was ongoing and the letting date for the project was for August 2020.

He also stated that the design phase for the Killam Industrial Turning Lanes project was also ongoing and the RMA would be teaming up with TxDOT Laredo District to do a

joint letting compiling with their project. He stated the RMA was looking into complying with TxDOT's schedule which was for August 2020 letting.

Douglas Howland, Vice-Chairman of the RMA, stated the Vallecillo Road project was currently ongoing in efforts for funding.

He stated the City had already committed to five million dollars for the project. Killam Company had committed to five million and the RMA had committed to four million.

He stated the RMA was preparing to go before the Texas Transportation Commission in an effort to partner with them for assistance to acquire the other half of the funding for the project. He also stated the RMA was working on planning studies and cost estimates to present to the Texas Transportation Commission.

Jason Rodriguez, HNTB, Inc. gave a brief presentation on the North Laredo-Webb County Transportation Planning Study.

VI. DIRECTOR'S REPORT

A. Review purpose and process of MPO Technical Committee and MPO Policy Committee.

Kirby Snideman, MPO Director, informed the committee of the possible name change from the Laredo Urban Transportation Study (LUTS) to Laredo Area Metropolitan Planning Organization (LAMPO).

He also stated that the MPO Staff would be meeting with Federal Highway Administration and the Texas Transportation Institute to discuss on how to better improve the process for the MPO.

The committee had discussion on the empty seat currently on the MPO committee that was previously occupied by the TxDOT Administrator.

Judge Tijerina suggested to maybe possibly adding someone else from the County.

David Salazar, TxDOT, stated TxDOT had no problem giving up the seat if those were the wishes of the MPO.

VIII. ADJOURNMENT

CM. Martinez made a motion to **adjourn** the meeting at 3:43 p.m.

Second: CM. Gonzalez
For: 6
Against: 0
Abstained: 0

Motion carried unanimously

J. Kirby Snideman,
MPO Director

Pete Saenz, Mayor and LUTS
Chairperson

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

DATE: 11-18-19	SUBJECT: RESOLUTION Receive public testimony and adopt Resolution No MPO 2019-08 amending the FY 2020 Unified Planning Work Program (UPWP) as follows: 1. Removing Subtask 3.2, entitled the MPO Certification Preparation Project, intended to review all current MPO Plans, Programs, Programs, and procedures to ensure compliance with all relevant regulations in preparation for the Federal Certification Review scheduled for April of 2020. FHWA has relayed that the Certification Review process has changed and will no longer necessitate external professional services. MPO Staff will be working with Federal Highway Administration, Texas Transportation Institute, and TxDOT District Staff to prepare for the review. 2. Adding Subtask 5.3, intended to accomplish a Comprehensive Operational Analysis of the transit system's fixed route bus and American's with Disability's (ADA) demand-response services. The analysis will evaluate the system's current structure and performance, and will develop recommendations to address current and future service needs.
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INITIATED BY: Staff	STAFF SOURCE: James Kirby Snideman, MPO Director
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PREVIOUS ACTION: The FY 2020 UPWP was adopted on August 18, 2019.

BACKGROUND:
The Unified Planning Work Program describes and schedules work to be undertaken by the Metropolitan Planning Organization during the 2020 fiscal period.

Listed below are the proposed changes.

	Original Budget	Proposed Change	Amended Budget
1.1 Regional Planning and adm.	\$420,000	\$0	\$420,000
1.2 Travel, training, equipment	\$80,000	\$0	\$80,000
2.1 General Data Administration	\$100,000	\$0	\$100,000
3.1 General Administration	\$10,000	\$0	\$10,000
3.2 MPO Certification Prep Project	\$80,000	(\$80,000)	\$0
4.1 2020-2045 MTP/FAST ACT Compliance Project	\$50,000	\$0	\$50,000
4.2 Bicycle & Pedestrian Masterplan	\$50,000	\$0	\$50,000
5.1 Long Range Freight Mobility Plan	\$100,000	\$0	\$100,000
5.2 Downtown Traffic Study	\$200,000	\$0	\$200,000
5.3 Transit Comprehensive Operational Analysis	\$0	\$250,000	\$250,000
Total	\$1,090,000	\$170,000	\$1,260,000

\$170,000 in additional funding is being programmed.

COMMITTEE RECOMMENDATION: The LUTS Technical Committee recommends approval.	STAFF RECOMMENDATION: Staff recommends approval.
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RESOLUTION NO. MPO 2020-08

BY THE LAREDO URBAN TRANSPORTATION STUDY
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

ADOPTING THE REVISED 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 revised 2020 Unified Planning Work Program (UPWP); and,

WHEREAS, the Laredo Urban Transportation Study finds that the revised 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 revised 2020 Unified Planning Work Program (UPWP), which is attached hereto and made a part hereof for all purpose on this the 18th day of November, 2020.

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.

James Kirby Snideman
MPO Director

David M. Salazar,
TxDOT District Engineer



UNIFIED PLANNING WORK PROGRAM FY 2020

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

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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>

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<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;

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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 through 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.

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.

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

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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)

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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

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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~~

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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
TOTAL		10,000	0	0	10,000

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)

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- 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

¹TPF – 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.

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D. SUBTASKS

- 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.

- 5.3 Transit Comprehensive Operational Analysis: Objective: This study will evaluate the current fixed route and ADA demand response transit system’s structure and performance. Expected: The study should provide recommendations to address current and future service needs including but not limited to: the realignment of existing services, proposal of new routes, optimal locations for transit hubs, discontinuation and/or reduction of non-productive routes/service, and the identification of preferred methodology for the on-going evaluation of the fixed route system, staffing and administration.

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
<u>5.3</u>	<u>LUTS</u>	<u>250,000</u>	<u>0</u>	<u>0</u>	<u>250,000</u>
<u>TOTAL</u>		<u>550,000</u>	<u>0</u>	<u>0</u>	<u>550,000</u>

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.

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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
<u>3.0</u>	<u>Short Range Planning</u>	<u>10,000</u>	<u>0</u>	<u>0</u>	<u>10,000</u>
4.0	MTP / Long Range Plan	100,000	0	0	100,000
<u>5.0</u>	<u>Special Studies</u>	<u>550,000</u>	<u>0</u>	<u>0</u>	<u>550,000</u>
TOTAL		<u>1,260,000</u>	<u>0</u>	<u>0</u>	<u>1,260,000</u>

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	\$ 760,000
TOTAL TPF	\$ 1,260,000

² Estimate based on prior years authorizations

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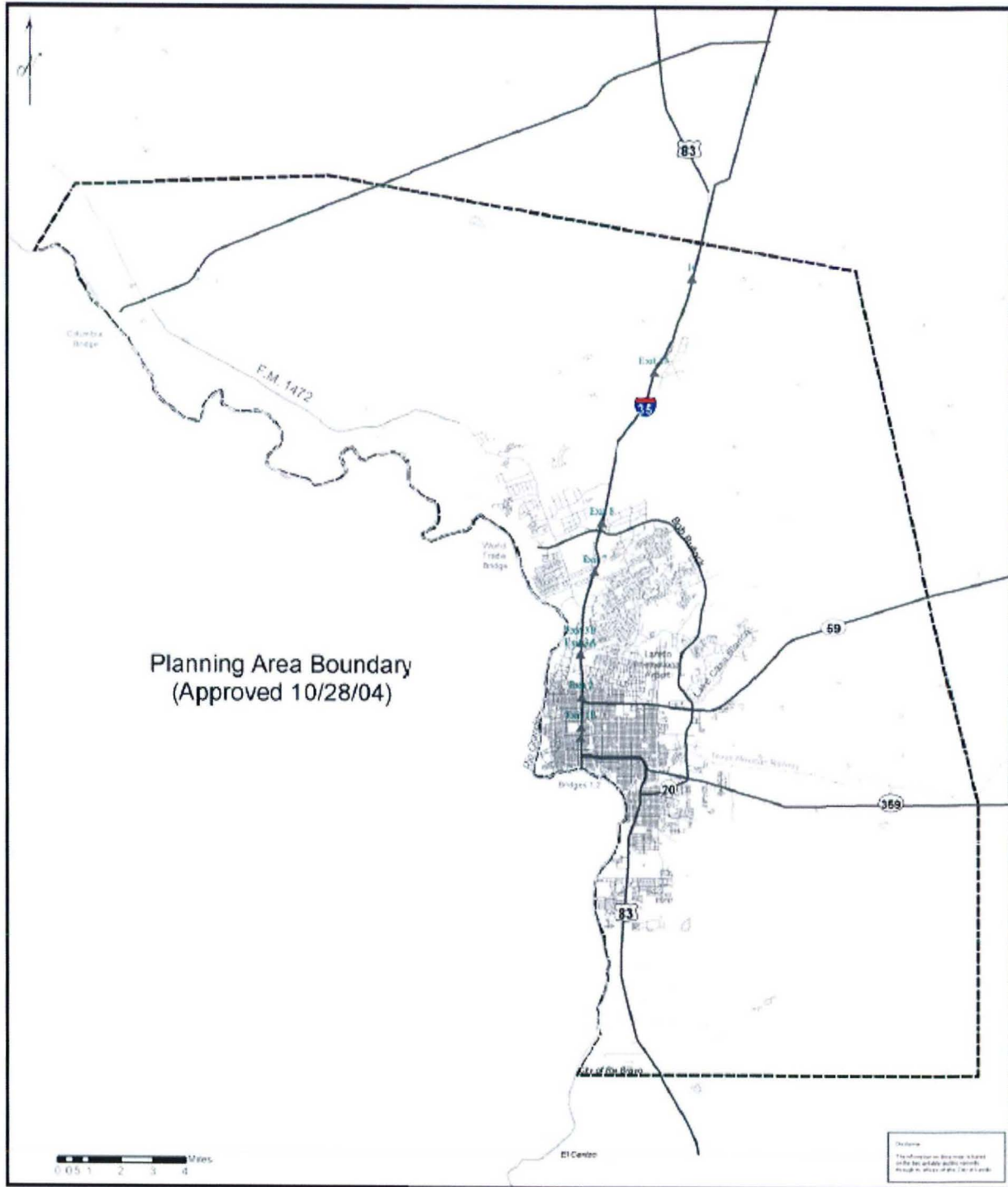
VII. APPENDICES

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



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

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

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

ACTION ITEM

DATE: 11-18-19	SUBJECT: Motion(s) Receive public testimony and approve a Motion authorizing the award and execution of a contract in the amount of \$24,480 with Nelson Nygaard for the development of the Laredo Bicycle and Pedestrian Masterplan.
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INITIATED BY: Staff	STAFF SOURCE: James Kirby Snideman, MPO Director
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PREVIOUS COMMITTEE ACTION: On May 20th, 2019, the Policy Committee accepted the selection committee's ranking of the project submittals, and authorized Staff to enter into negotiations with Nelson Nygaard.

BACKGROUND:

The objective of the Bicycle Master Plan is to provide detailed recommendations and strategies for creating an environment conducive for recycling as a mode choice, as well as providing for recreational opportunities for walking or cycling in order to encourage a healthy lifestyle. The plan will provide guidance for the development and implementation of an interconnected network of designated on and off street bicycle facilities.

Request for Qualifications:

A Request for Qualification was developed and published on February 15th, 2019.

Evaluation:

A nine member Selection Committee comprised of representatives of the City, TxDOT, El Metro, the MPO, LISD, UISD, and South Texas Development Council, were tasked with evaluating the three submittals.

Selection Committee Results: *(see attached score sheets and ranking matrix)*

The Selection Committee ranked the submitting firms as follows:

Nelson NYGAARD
Asakura Robinson Co.
Copenhagenize Design Co.

Nelson Nygaard proposal:

Fee.....\$24,480
Schedule.....Approximately 4 months from start date
Scope of Work.....See attached scope of work

FINANCIAL IMPACT:
The 2020 UPWP allocated \$50,000 for the project

COMMITTEE RECOMMENDATION: Approval	STAFF RECOMMENDATION: Approval
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**STATE OF TEXAS §
COUNTY OF WEBB §**

KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the **LAREDO URBAN TRANSPORTATION STUDY (LUTS)**, which is the designated Metropolitan Planning Organization (MPO) for the City of Laredo Metropolitan urbanized area, and a portion of Webb County, hereinafter called the MPO, and Nelson Nygaard, hereinafter called the Consultant, For Professional Services in the Development of the Bicycle and Pedestrian Masterplan Project

WITNESSETH

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the City of Laredo Metropolitan urbanized area, and a portion of Webb County, and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the Texas Department of Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to develop the Bicycle and Pedestrian Masterplan for the Laredo Metropolitan Area, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and,

WHEREAS, the Policy Committee of the L.U.T.S. includes the Mayor of the City of Laredo, three members of the Laredo City Council, one of whom is the designated Transit system representative, the County Judge of Webb County, two county commissioners, the State Representatives (ex-officio) and State Senator (ex-officio), the Laredo District Administrator and the District Engineer of the Texas Department of Transportation ("TxDOT"); and,

WHEREAS, the City of Laredo acts as the fiscal agent for the L.U.T.S.; and,

WHEREAS, the City of Laredo ("City"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and,

WHEREAS, the Bicycle and Pedestrian Masterplan was approved in the FY 2020 Unified Planning Work Program pursuant to the requirements of Fixing America's Surface Transportation (FAST) Act; and,

WHEREAS, Nelson Nygaard is a professional corporation, whose place of business is 621 SW Morrison St. Suite 1250, Portland Oregon, 97205; and,

WHEREAS, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of the Bicycle and Pedestrian Masterplan.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows.

ARTICLE I- CONTRACT PERIOD

Upon execution of this contract, Consultant shall not proceed with the scope of work outlined under Article II until authorized in writing by the Transportation Planning Director of the L.U.T.S. to proceed as provided in Article XXV - Notice to Proceed. This contract shall terminate at the close of business on September 30, 2020 unless extended by a written supplemental agreement duly executed by the parties prior to the date of termination, as provided in Article XXVII - Supplemental Agreements, or otherwise terminated as provided by Article XIV - Termination. Any work performed or costs incurred after the date of termination shall be ineligible for reimbursement.

Consultant shall notify the Transportation Planning Director of the L.U.T.S. in writing as soon as possible if it determines, or reasonably anticipates, that the work under this contract cannot be completed before the termination date, and the Transportation Planning Director of the L.U.T.S. may, at his sole discretion, extend the contract period by timely supplemental agreement as provided in Article XXVII - Supplemental Agreements. Consultant shall allow adequate time for review and approval of the request for time extension by the L.U.T.S. prior to the expiration of this contract.

ARTICLE II- RESPONSIBILITIES OF THE PARTIES

Consultant shall perform those services for fulfillment of the contract identified in *Attachment A - Scope of Services*, attached hereto, incorporated by reference, and made a part hereof for all purposes. The Work Schedule incorporated in Attachment A shall contain a complete schedule so that Consultant's Scope of Services under this contract can be accomplished within the specified time and contract cost. *Attachment B the Work Schedule* shall provide a specific work sequence and review times by the L.U.T.S. and Consultant of the work performed. If the review time shall take longer than shown on the work schedule, through no fault of Consultant, additional time may be authorized by the L.U.T.S. under a supplemental agreement if so requested upon timely written request from Consultant and approved in writing by the Transportation Planning Director of the L.U.T.S.

ARTICLE III- COMPENSATION

The L.U.T.S. shall pay up to \$24,480 as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

Consultant shall prepare and submit to the Transportation Planning Director of the L.U.T.S. progress reports in sufficient detail to support the progress of the work and in support of invoice(s) precedent to requesting payment for services rendered. Satisfactory progress of work shall be maintained as a condition of payment.

Payments to Consultant for services rendered will be made while work is in progress. Consultant will prepare and submit to the Transportation Planning Director of the L.U.T.S., no more frequently than once per month, a progress report stating the percent completion of the work accomplished during the billing period and to date, and one original and one copy of an invoice. The submittal shall also include a project assessment report. Payment of the lump sum fee will be in proportion to the percentage completion of work tasks identified in Attachment A. Upon receipt and approval of each complete statement, the L.U.T.S. shall make a good faith effort to pay within 30 working days.

The L.U.T.S. shall reserve the right to withhold payment pending verification of satisfactory work performed. Consultant shall be required to submit adequate proof that the task was completed. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

The progress report shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current statement. Final payment of any money due shall be made to Consultant once satisfactory completion of all services and obligations covered in this contract, including acceptance of work by the Transportation Planning Director of the L.U.T.S., except as provided below. The release of any retainage does not relieve Consultant of the responsibility for correcting any errors and/or omissions resulting from its negligence.

ARTICLE IV- CONTRACT AMENDMENTS

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by the Transportation Planning Director of the L.U.T.S.

ARTICLE V- ADDITIONAL WORK

If Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the Transportation Planning Director of the L.U.T.S. in writing. In the event that the Transportation Planning Director of the L.U.T.S. finds that such work does constitute additional work and will exceed the maximum amount specified in Article III, the L.U.T.S. shall so advise the Consultant and a written supplemental agreement may be executed between the parties as provided in Article XXVII- Supplemental Agreements. Consultant shall not perform any additional work or incur any

additional costs prior to the signing, by both parties, of a supplemental agreement. The L.U.T.S. shall not be responsible for the actions of Consultant or any costs incurred by Consultant relating to additional work not directly associated with the performance authorized in this contract, or as amended.

ARTICLE VI- CHANGES IN WORK

If the L.U.T.S. finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, Consultant shall make such revisions if requested and as directed by the Transportation Planning Director of the L.U.T.S. This will be considered additional work and paid for as specified in Article V - Additional Work.

Consultant shall make such revisions to the work authorized in this contract, which have been completed as are necessary to correct errors appearing therein, when required to do so by the L.U.T.S. No additional compensation shall be paid for this work.

ARTICLE VII- INDEMNIFICATION

Consultant shall save and hold harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from all claims and liability due to the activities of itself, its agents or employees, performed under this contract and which are caused by or result from negligent error, omission, or act of Consultant or of any person employed by Consultant. Consultant shall also save harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from any and all expense, including but not limited to, reasonable attorney fees which may be incurred in litigation or otherwise resisting said claim or liabilities which may be imposed as a result of the activities of Consultant, its agents or employees.

ARTICLE VIII- INSPECTION OF WORK

The L.U.T.S., the Texas Department of Transportation, and the U.S. Department of Transportation and any authorized representatives, shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of Consultant or a subcontractor, Consultant shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the representatives of the L.U.T.S., the Texas Department of Transportation, or the U.S. Department of Transportation.

ARTICLE IX- DISPUTES

The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work. The MPO shall act as referee in all disputes regarding non - procurement issues and the MPO's decision shall be final and binding.

ARTICLE X- NONCOLLUSION

Consultant warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the L.U.T.S. shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE XI- REPORTING

Consultant shall from time to time during the progress of the work, confer with the L.U.T.S. Consultant shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Transportation Planning Director of the L.U.T.S., in order to evaluate the features of the work.

Upon the request of the Transportation Planning Director of the L.U.T.S. or Consultant, conferences shall be provided at the offices of the L.U.T.S., or at any other locations designated by the Transportation Planning Director of the L.U.T.S. These conferences shall also include evaluation of the services and work of Consultant when requested by the L.U.T.S. All work performed pursuant to the contract is subject to review by the Laredo District Office of the Texas Department of Transportation and the U.S. Department of Transportation.

Consultant shall promptly advise the Transportation Planning Director of the L.U.T.S. in writing of events that have significant impact upon the progress of work, including but not limited to:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated;

(2) Favorable developments or events which enable work schedule goals to be completed sooner than anticipated or scheduled.

All notices to either party by the other required under this contract shall be personally delivered or mailed to such party as follows:

BY CERTIFIED MAIL OR HAND DELIVERY

James Kirby Snideman
Transportation Planning Director
P.O. Box 579
Laredo, TX 78040

Cathy Guillermo
Nelson Nygaard
2 Bryant Street, Suite 300
San Francisco, CA 94105

ARTICLE XII- RECORDS

The L.U.T.S., the City of Laredo, the Texas Department of Transportation, and the U.S. Department of Transportation shall have the right to examine the books and records of

Consultant for the purpose of checking the amount of work performed at the time of contract termination. Consultant shall maintain all books, records, documents, papers, accounting records and other evidence pertaining to costs incurred for a period of four years from the date of final contract payment or until pending litigation has been fully and completely resolved, whichever occurs last. Records pertinent to this contract shall be made available for inspection during normal business hours to the authorized representatives of the L.U.T.S., the City of Laredo Finance Department, the Texas Department of Transportation, U.S. Department of Transportation, and the Comptroller General.

ARTICLE XIII- SUBCONTRACTS

Consultant shall not assign, subcontract, or transfer any portion of the work under this contract without the prior written approval of the Transportation Planning Director of the L.U.T.S., which approval shall not be unreasonably withheld. All sums due and payable under this contract shall be made to the order of Consultant and to no other. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the Transportation Planning Director of the L.U.T.S. prior to work being performed under the subcontract. No subcontract relieves Consultant of responsibilities for performance under this contract.

ARTICLE XIV- TERMINATION

The contract may be terminated before the stated termination date by any of the following conditions:

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) In writing, by the Transportation Planning Director of the L.U.T.S. as a consequence of Consultant's failure to perform the services set forth herein.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein with proper notice given.
- (4) Upon thirty (30) days written notice to Consultant.
- (5) By satisfactory completion of all services and obligations described herein.

Should the L.U.T.S. terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall be paid to Consultant. Compensation for work at termination will be based on the percentage of work completed at that time. The value of work charged during the time after notice of termination is received shall not exceed the value of the work performed in the preceding thirty-day period.

If Consultant defaults in the performance of this contract or if the L.U.T.S. terminates this contract for fault on the part of Consultant, consideration will be given to the actual costs incurred by Consultant in performing the work up to the date of default. This includes the amount of work that was satisfactorily completed, the value of the work that is usable, the cost of securing a substitute consultant for completion of the work, and other factors affecting the value of the work performed at the time of default.

The termination of this contract and the payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the L.U.T.S. and Consultant, except the obligations set forth in Article XVI - Compliance with Laws of this agreement. If the termination of this contract is due to the failure of Consultant to fulfill its contract obligations,

the L.U.T.S. staff may complete the work. In such case, Consultant shall be liable for any additional cost occasioned by such failure.

ARTICLE XV- REMEDIES

Any violation of contract terms or breach of contract by Consultant shall be grounds for termination of the contract and any increased cost arising from the default of Consultant shall be paid solely by Consultant.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE XVI- COMPLIANCE WITH LAWS

Consultant shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and orders and decrees of any court or administrative body or tribunal in any manner affecting the performance of this contract, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Consultant shall furnish in writing satisfactory proof of its compliance therewith.

ARTICLE XVII- SUCCESSORS AND ASSIGNS

The L.U.T.S. and the Consultant each binds itself, its successors, executors, assigns and administrators to each other party of this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this contract. Neither the L.U.T.S. nor the Consultant shall assign, sublet, or transfer its interest in this contract without written consent of the other.

ARTICLE XVIII- OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created, or collected under the terms of this contract are the exclusive property of the L.U.T.S. and shall be furnished to the Transportation Planning Director of the L.U.T.S. upon request. All documents prepared by Consultant and all documents furnished by Consultant shall be delivered to the Transportation Planning Director of the L.U.T.S. upon completion or termination of this contract. Consultant, at its own expense, may retain copies of such documents or any other data that it has furnished to the L.U.T.S. under this contract. The release of any information shall be in conformance with the Texas Open Records Act.

ARTICLE XIX- SIGNATORY WARRANTY

The undersigned signatory for the Consultant hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of his firm. The above-stated representations and warranties are made for the purpose of inducing the L.U.T.S. to enter into this contract.

ARTICLE XX- CONSULTANT RESOURCES

Consultant shall furnish and maintain, at its own expense, quarters for the performance of all services, and adequate and sufficient personnel and equipment to perform the services required.

All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Any employee of Consultant who, in the opinion of the Transportation Planning Director of the L.U.T.S. is incompetent, or whose conduct becomes detrimental to the work shall immediately be removed from association with the project when so instructed in writing. Consultant certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or will be able to obtain such personnel from sources other than the L.U.T.S.

Any change in the Project Manager shall be requested in writing and approved in writing by the Transportation Planning Director of the L.U.T.S.

ARTICLE XXI- EQUAL EMPLOYMENT OPPORTUNITY

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

ARTICLE XXII- NONDISCRIMINATION

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. *Compliance with Regulations:* The Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21 and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the L.U.T.S., the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the L.U.T.S., the Texas

Department of Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance*: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Texas Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or,
- b. Cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions*: The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the L.U.T.S. may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the L.U.T.S. to enter into such litigation to protect the interests of the L.U.T.S.; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XXIII- MINORITY BUSINESS ENTERPRISES

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contact as follows:

The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

The Consultant and any subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the L.U.T.S., may result in termination of the contract by the L.U.T.S. or other such remedy as the L.U.T.S. deems appropriate.

ARTICLE XXIV- DELINQUENT TAX CERTIFICATION

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under

Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the Transportation Planning Director of the L.U.T.S.

ARTICLE XXV- NOTICE TO PROCEED

The Transportation Planning Director of the L.U.T.S. will issue a written authorization to proceed with the work identified in the scope of services. The L.U.T.S. shall not be responsible for actions by Consultant or any costs incurred by Consultant relating to additional work not included in Attachment A - Scope of Services.

ARTICLE XXVI- SUSPENSION

Should the L.U.T.S. desire to suspend the work, but not terminate the contract, this may be done by giving thirty (30) days verbal notification followed by written confirmation from the Transportation Planning Director of the L.U.T.S. to that effect. The thirty-day notice may be waived in writing by both parties. The work may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Transportation Planning Director of the L.U.T.S. to resume work. The sixty-day notice may be waived by both parties in writing. If the L.U.T.S. suspends the work, the contract period as determined in Article I- Contract Period is not affected and the contract will terminate on the date specified unless the contract is amended.

The L.U.T.S. assumes no liability for work performed or costs incurred prior to the date of the notice to proceed authorized by the L.U.T.S. to begin work, during periods when work is suspended, or subject to contract completion date.

ARTICLE XXVII- SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the L.U.T.S. determines that there has been a significant change in the:

- (1) Scope, complexity, character of the service to be performed; or
- (2) The duration of work.

Additional compensation, if appropriate, shall be identified in writing as provided in Article III- Compensation, and the supplemental agreement shall state what, if any, additional compensation shall be provided. The Transportation Planning Director of the L.U.T.S. shall issue a notice to proceed for work authorized under the supplementary agreement in accordance with the provisions of Article XXV- Notice to Proceed. Any supplemental agreement must be executed in writing by both parties within the contract period specified in Article I - Contract Period.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by Consultant until full execution of the supplemental agreement and authorization to proceed is granted. The L.U.T.S. reserves the right to withhold payment pending verification of satisfactory work performed in accordance with Article III-Compensation of this agreement.

ARTICLE XXVIII- SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval before a final report is issued. The comments of the Transportation Planning Director of the L.U.T.S. shall be noted and addressed in the final report.

ARTICLE XXIX- INSURANCE

Consultant shall furnish a properly completed Certificate of Insurance, in a form approved by the fiscal agent of the L.U.T.S. prior to beginning work under this contract and shall maintain such insurance through the contract period.

ARTICLE XXX- GRATUITIES

No member of the L.U.T.S. shall accept any benefits, gifts or favors from any person doing business with the L.U.T.S. under this contract, nor shall any person doing business with or who may reasonably do business with the L.U.T.S. under this contract make an offer of benefits, gifts, or favors to L.U.T.S. personnel or staff.

ARTICLE XXXI- DEBARMENT, SUSPENSION AND DISCIPLINARY ACTION

By execution of this agreement, Consultant warrants that it has not been disbarred, suspended, or subject to disciplinary action which would affect its ability to perform the services contracted. It further warrants that it is in compliance with regulations relating to Equal Employment Opportunity and Civil Rights Regulations.

ARTICLE XXXII- PATENT AND COPYRIGHT

The L.U.T.S., the Texas Department of Transportation, and the U.S. Department of Transportation shall have the non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize the use by others any reports developed by Consultant for governmental purposes.

ARTICLE XXXIII- SEVERABILITY

In the event any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXXIV- PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral contract between the parties respecting the subject matter defined herein.

ARTICLE XXXV- FORCE MAJEURE

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full

performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

ARTICLE XXXVI- APPLICABLE LAW

This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable in Webb County, Texas.

IN WITNESS WHEREOF, the Laredo Urban Transportation Study acting by and through its Chairman as authorized by the Policy Committee, and Nelson Nygaard., have executed this agreement in duplicate originals, each of equal dignity.

EXECUTED this the ____ day of _____, 2019.

Pete Saenz, Chairman
MPO Policy Committee

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Scope of Work Prepared for the City of Laredo, Texas

Consulting Services for Bicycle Master Plan

October 22, 2019

N NELSON
NYGAARD

In association with:
Able City
Civic Engineering Consultants

A. EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

NELSON\NYGAARD

We Put People First

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a full-service transportation firm with over 130 people in offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but does not dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Nelson\Nygaard specializes in:



Active Transportation and Safety: *Making places better for people to walk, bike, and gather.* Specializing in facilities and network design, bike sharing, safe routes to school and transit, and walk audits



Campus Mobility: *Improving mobility choices at university, corporate, and medical workplaces.* Specializing in commute and trip re-education, employee and student incentives, and financial analyses for universities, tech companies, and hospitals



Emerging Mobility: *Collaborating on solutions for people in a new era of mobility.* Specializing in public-private partnerships for transit and paratransit, first-mile/last-mile access, ride-hailing and taxi regulations, shared mobility, and curbside management



Engineering Design and Development: *Analyzing movement to improve connectivity and reduce environmental impacts.* Specializing in street design, site planning, modal performance, traffic impact analysis, environmental evaluation, land use, vehicle miles traveled estimation



Mobility Management: *Coordinating and enhancing an individual's access to more mobility options.* Specializing in one-call/one-click systems, subsidy/voucher programs, travel training services, and accessibility infrastructure databases



Paratransit and Community Transportation: *Achieving service/cost performance and ADA compliance for demand-responsive services.* Specializing in human services

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coordination, paratransit and rural transportation plans, mobility manager training, and accessibility evaluations



Parking and Demand Management: *Creating livable places with better management of parking supply and demand.* Specializing in regulations, pricing strategies, shared parking, governance, technology, and travel demand management



Streets and Cities: *Balancing the mobility needs of everyone to create thriving places.* Specializing in complete streets, downtown and regional mobility, transit-oriented development, transportation demand management, and healthy communities



Transit: *Designing and developing great transit services for people.* Specializing in feasibility and fare studies, corridor studies, new services and facilities, and redesign services for bus rapid transit, streetcar, rail, bus, and ferry



Visual Communications and GIS: *Integrating strong visuals into all the work we do, helping to generate excitement and inspire creative thinking.* Specializing in spatial analysis, cartography, graphic design, rendering, 3-D modeling, drafting, illustration, branding, website design

Recognized for projects around the world, Nelson\Nygaard has received awards and honors from professional organizations and government agencies including the American Planning Association, the Federal Transit Administration, the Association of Environmental Professionals, the American Society of Landscape Architects, the Congress for the New Urbanism, and the Canadian Institute of Planners. We are leaders in complete streets as well as designing distinct pedestrian and bicycle amenities for a wide variety of streets. We have successfully mediated projects where improvements stalled over competing interests, antiquated regulations, or inaccurate technical information.

Active Transportation and Safety Qualifications



Nelson\Nygaard specializes in creating safe, comfortable, and convenient walking and biking networks for people of all ages and abilities.

Our experts understand planning for walking and biking is vital for healthy, thriving communities. Our experience includes active transportation action and master plans, Safe Routes to School, safety studies, bikeway and walkway concepts, corridor and intersection improvement projects, and bike share planning and evaluation. We believe that streets not only get us where we are going, but also let us enjoy where we are now.

We are creative and bold in our approach to plan for walking and bicycling in a wide variety of transportation networks. We utilize level of traffic stress analyses and community values to prioritize and phase investment recommendations.

We demystify the complex matrix of existing policies and guidelines to prioritize investments that make walking and biking intuitive, everyday activities that support larger goals of economic development, greenhouse gas reduction, social equity, and public health.

Whether the task is a citywide plan, a multimodal neighborhood plan, or a specific intersection design, Nelson\Nygaard maximizes the attractiveness and safety of biking and walking. We develop design requirements, quantify bicycle and pedestrian levels of service and, most importantly, balance the inevitable tradeoffs between non-motorized transportation, automobiles, and other modes.

Master Plans

Working with cities, neighborhoods, and public parks, we identify bike and pedestrian investments that improve public safety and serve larger goals of economic development, social equity, and natural resource preservation.

Traffic Calming and Street Design

Street redesign demands a blend of technical rigor and political sensitivity. Nelson\Nygaard has successfully mediated projects where improvements stalled over competing interests, antiquated regulations, and inaccurate technical information. Using education, consensus building, and phased approaches to implementation, we have moved plans from dissension to adoption and execution.

Pedestrian and Bicycle Plans

We help municipalities understand the complex matrix of changes to existing infrastructure, policies, and design guidelines needed for a functional pedestrian and bike network. We document weak linkages in existing pedestrian networks, prioritize locations for new infrastructure and amenities, and rewrite municipal codes and standards.

Education and Outreach Programs

Nelson\Nygaard has led a broad range of safety education programs including the award-winning Safe Routes to Schools in Marin County and New York City. We also conduct intensive workshops that teach city leaders about the core principles of effective pedestrian and bike planning.



Complete Streets Qualifications and Experience

In our cities and communities we walk, we bike, we take the bus, we sit, we drive, we park, and we stand and chat— all within the public right-of-way. Our streets function as places in the same way parks or plazas do. Hence, any street that contributes to the everyday uses of society must be complete. Complete Streets design and planning works to create streets that balance the needs of all users, supporting the community as a whole. As multimodal transportation planners, we understand the tensions between the Complete Streets model and efficient street operations. Our approach to street design is network-based and considers the fact that a street typology may prioritize certain modes, while still maintaining safe and comfortable environments for pedestrian and cyclists.

Design and Workshops

Nelson\Nygaard staff includes national leaders in Complete Streets design, who have produced design manuals for cities such as Chicago, San Francisco, and Abu Dhabi; facilitated Complete Streets workshops for municipalities and state officials; designed leading examples throughout the country; and overseen acclaimed installations from Boston to San Francisco and St. Louis to Tampa. We have developed communication tools to convey the necessity and benefits of Complete Streets to policymakers, city staff and the public. These tools range from pamphlets, presentations, websites, and workshops. We understand the primary goal is to convey the importance of Complete Streets to local governments and provide a straightforward toolbox for the community to integrate Complete Street guidelines and policies.

Policy Development

Nelson\Nygaard develops policies that capture the unique vision of each community, providing a solid foundation that can change the way streets are designed and built. These policies work to formally direct transportation planners and engineers to design and construct balanced streets which safely accommodate all anticipated users, including pedestrians, bicyclists, public transportation users, motorists, and freight vehicles. The Complete streets policies we help craft are implementation-oriented, and strengthen or create new partnerships between departments, community organizations, and the public.

Implementation and Institutional Change

Our firm is adept at managing complex project delivery processes and we are committed to working with communities to realize their overall vision and support effective change. We create tools that help implement Complete Streets policies efficiently and sustainably into existing institutional structures. Ensuring that projects are ultimately constructed as designed, measuring the overall effectiveness, and maintaining user accommodation is critical to the success of the project delivery culture. We are committed to this end because we believe Complete Streets should be the norm, not the exception.

Tactical Urbanism and Traffic Calming

Seeing is believing, and tactical urbanism allows the public to observe and experience the changes at their pace.

Nelson\Nygaard has experience designing, implementing, and iterating pilot demonstrations, a method also known as “tactical urbanism.” Taking simple, temporary steps—such as using cones, paint, and concrete planters—allows cities to assess the impacts of their intended projects in real time. These pilot projects may last from as short as one week to as long as one year, and our staff is up to date on best practices. We take this approach because tactical urbanism pilots are inexpensive for our clients and ultimately lead to better design solutions.

Most projects proceed from plan to capital construction over a number of years, during which time, momentum, and—more critically—funding for the project may fade. Because the placement is temporary with pilot projects, the designs can be altered based on how they perform on the street. We test design strategies interactively and can employ video technology to see what works and what doesn’t in a short period of time.

This results in safer and less costly street designs over the project lifecycle. The process also helps the community envision solutions, creating buy-in and support for our clients’ projects.

Public Engagement and Outreach

Public engagement and outreach are essential to Nelson\Nygaard’s planning process. From traditional public meetings to community workshops, we continually seek fun and interesting ways to gather input and perspective from community members. We typically return to these forums multiple times throughout the project to make sure we are “getting it right” and reflecting the needs of the community.

We work in close collaboration with clients to develop engagement campaigns that educate, engage, and inform. In particular, we focus on identifying appropriate locations and messaging for outreach materials. We are continually changing our approach to public outreach to meet community members where they are. Some of our favorite approaches are below.

Community Workshop

A community workshop represents a major public involvement opportunity to review draft plan components or findings and to share and solicit feedback from the public on draft plans. It could follow or be part of a charrette process, where the meetings for plan reviews—and much of the final production work—takes place in a compressed period—sometimes even a few days.



Mobile Workshop

Our preferred format employs interactive maps, guides, and touchpad-based input tools stationed at a simple table with visible pop-up tent, all quickly packed into and out of a van. By being mobile, the team can ensure the outreach campaign receives input from all areas of a community, including disengaged users. The purpose of focusing on mobile workshops, rather than a static location, is to engage as diverse of a population as possible, including diverse geographies.

Website and Social Media

An effective web presence will help fill in the gaps for those who cannot—or who choose not to—attend meetings and provide up-to-date study information while soliciting feedback in-between meetings. A project website provides a fast and simple way to keep up to date with the project, with information such as study announcements, updates, contact information, meeting results, and work products. Social media can supplement this by providing frequent updates and linking users to the project website.

Traditional Meetings and Stakeholder Interviews

Sometimes, the most effective way to gather feedback is in a traditional meeting format. We structure and plan meetings to strike a balance between free-flowing conversation and accessing important information. We tailor meeting content to audiences so that materials are comprehensible and thorough.



B. PROJECT PROPOSAL

PROJECT APPROACH AND UNDERSTANDING

After decades of population decline, cities in the United States have made a comeback. The population of urban areas grew by 12.1% from 2000 to 2010, compared to 9.7% in the rest of the country. As of 2010, more than 80% of the country's population lives in urban areas and that percentage continues to rise. Vital cities attract people looking for walkable neighborhoods, social living, and a vibrant job market. The City of Laredo has seen significant growth in recent years, and projections indicate continuous population increase through 2046.



Implementation of the Laredo Bicycle Master Plan will support directing future growth as envisioned by community leaders and recent plans and policies.

Mayors and city leaders around the nation are doubling down on urban growth as the cornerstone of economic health and resilience. Competition to attract industry and the brightest, most skilled employees has moved from outlying areas to downtowns. Cities are investing in urban infrastructure and services that will move them to the front of the “livability” race. For all generations, reliable transportation options, vibrant streets, and safe and abundant opportunities for walking and biking top the list of desirable urban attributes.

As the City of Laredo continues to transform, so do the needs of its residents, workforce, and visitors. Through the Viva Laredo Comprehensive Plan, the Parks and Open Space Master Plan, El Metro Master Plan, the Metropolitan Transportation Plan, and other relevant transportation plans, the City has a strong foundation and the support to pursue the development of a comprehensive transportation network, including the development of a Bicycle Master Plan.

Given the emphasis on a comprehensive and inclusive walking, bicycle, and transit network, Nelson\Nygaard is ideally suited to lead this plan. We have a strong track record of collaboratively developing active transportation strategies and implementation plans on a variety of scales, and facilitating productive stakeholder engagement processes that appeal to a wide range of community members, providing the tools for discussing tradeoffs and priorities, and building consensus around how to implement community priorities. Our approach recognizes that the demands on multimodal networks are as varied and diverse as the people who use them. Appreciating this diversity as part of the engagement planning efforts will ensure that this process addresses the safety and access concerns of all stakeholders. We will set up productive platforms for these needs to be considered in tandem with the concerns of people who primary self-identify as business or property owners, transit operators, people who bicycle, or motorists.

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To effectively deliver solutions for the City, we will collaborate with a firm with strong knowledge of the study area and public outreach that will help us deliver a strong plan. We are with Able City in this effort – Able City is a Laredo-based urban design studio with experience in the design of parks, plazas, vision, and master plans for both cities and institutions. The studio is dedicated to city making that creates positive change through cross-disciplinary collaborations and the development of equitable, sustainable, multimodal and remarkable places. The studio was a key lead in the development of the Viva Laredo Comprehensive Plan and has recently been part of the project team working with the City of Laredo on the Boulevard of the Americas. Critically, Able City has also been a leading participant in BikeLaredo and also worked with Laredo Main Street to establish the City’s first certified Farmers’ Market.

We are also pleased to team with CEC, a locally based civil engineering firm who will assist in the delivery of the plan, ensuring that the inventory of the existing conditions and identification of gaps is thorough and complete. Additionally, CEC’s knowledge of the City’s ordinances combined with their experience with TxDOT will be a critical element in the vetting of future network connections, potential funding opportunities, and strict adherence to ADA guidelines. They have recently played key roles in the San Antonio Mission Trails project and the Eagleland projects related to the Hike & Bike phase as well as the Pedestrian phase.

National best practices for bicycle and pedestrian planning have evolved in the last decade. While the latest analysis methodologies pinpoint priorities and critical infrastructure gaps, our design standards focus on building comfortable facilities for a wider range of users, and the toolbox of potential bike and walk improvements is much larger. Nelson\Nygaard will carefully consider these shifts in the formulation of this plan, ensuring that it incorporates the latest best practices, methodologies, and changes in local conditions. The Bicycle Master Plan will identify specific infrastructure recommendations and an implementation strategy to identify a comprehensive bicycle (and walking) network and to make the city a more walking and bicycle-friendly place.

Our unique active transportation project experience has shown that walk and bike infrastructure works best when it is integrated seamlessly with other modes. To ensure that residents, employees, and visitors of all ages can access all destinations, we will prioritize improvements that facilitate access to key transportation hubs, ensuring that intermodal transfers are convenient and seamless. Our approach to the active transportation network development is based on the most recent empirical research that demonstrates how key indicators such as traffic volumes, lane widths, vehicular travel speeds, collision frequency, continuous sidewalks, and on-street bike facilities are likely to influence one’s willingness to bike and walk. This plan will provide an up-to-date analysis of collision hotspots where pedestrian and bikers were involved, and will identify high priority locations for safety improvements. Physically protected bike lanes, bicycle boulevards, continuous sidewalks, protected crossings, and intersection treatments present another important opportunity to update and integrate with existing local active transportation infrastructure. These facilities provide people with physical separation from vehicular traffic and are essential to creating a network safe for every type of rider. Nelson\Nygaard has extensive experience designing and implementing these facilities according to the most current NACTO guidelines; we have strong knowledge of these guidelines as we developed the national street design guidelines relevant to cities for the NACTO Urban Street Design Guide. We will also make use of available data and recommendations included in previous plans. Our project approach is guided by the following key tenets:

1. **Be technically based and cost effective.** The team we have assembled for this project reflects a unique depth and breadth of technical bicycle and pedestrian planning

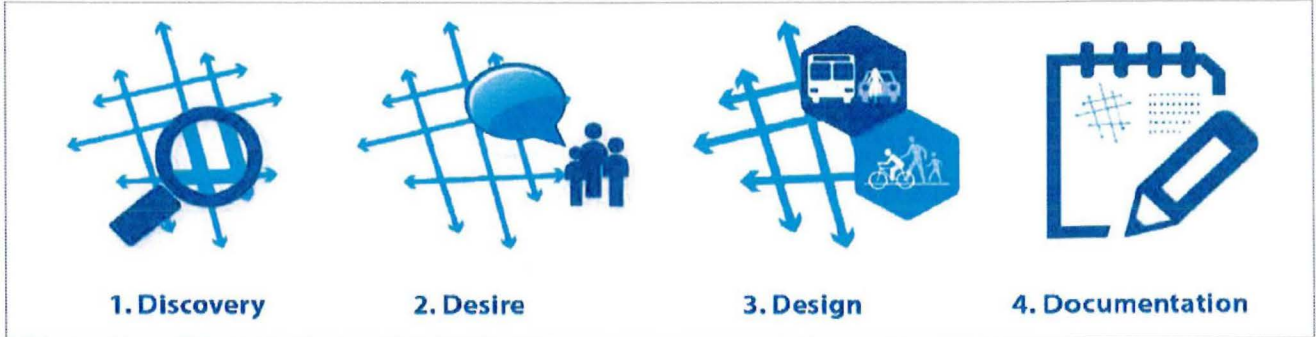
experience. At the same time, we understand that resources are constrained, and a cost-effective approach is needed. Our proposed scope is thorough, yet realistic. Our primary goal is to facilitate a planning process that balances a progressive bicycle and pedestrian vision with financial reality.

2. **Be guided by best practices, while exploring innovative solutions.** Our team has years of experience implementing bicycle and pedestrian planning “best practices” and has pioneered many of the innovative design solutions that are reshaping cities nationwide into walkable communities.
3. **Connect the built environment and public health.** Rooted in an extensive body of empirical research, our team understands that health outcomes are closely tied to land use and transportation decisions. In addition to individual health benefits that accrue from built environments that are supportive of walking and biking, physical activity provides fiscal and societal benefits by reducing health care costs and lost productivity. Regular exercise through walking has been shown to decrease the risk of cancer, heart disease, stroke, diabetes, and several other diseases. It has also been shown to strengthen mental health and increase energy.
4. **Empower people walking and biking through an equity-based approach.** Our approach emphasizes safety improvements to improve walking and biking conditions for the most vulnerable road users. Nelson\Nygaard’s research with Transportation4America found that people of color and older adults are overrepresented among pedestrian deaths, and the pedestrian death index (PDI) is correlated with median household income and rates of uninsured individuals. Specifically, Native Americans and African Americans, as well as adults 65 years and older, are all at much higher risk of being struck and killed by a car while walking than people in other demographics.¹ We are focused on reducing health and wealth disparities through active transportation.
5. **Develop solutions that respond to local conditions.** Our team considers every project a unique planning effort. Our design solutions and policy guidelines will not be “cookie cutter” recommendations, but specifically tailored to the needs of people who walk, ride bicycles, and drive in the City of Laredo. As we have done in similar projects, we will take our maps and discussions to targeted stakeholders, advisory groups, and the broader community, giving a wide range of stakeholders multiple opportunities—in different venues and times of day—to voice and draw from their experiences walking and biking around the study area. This insight is essential for helping the project team and the City understand how best to proceed with context-sensitive solutions, helping to inform the plan.

¹ <https://smartgrowthamerica.org/dangerous-by-design/>

SCOPE OF WORK

Scope of Work



Nelson\Nygaard has a proven process that has helped communities link transportation investments to their goals. Most of the communities we work with are not starting from scratch. We have helped many cities, counties and regions tie together diverse plans into a cohesive, coherent, and prioritized whole. We are experienced in balancing multimodal initiatives with community, development, economic, and design concerns. We are also a team committed to community processes.

The first tasks of this effort will focus specifically on the existing conditions and assessment of the current gaps in the network. The scope of these tasks are highlighted below:

TASK 0 PROJECT INITIATION

0.1 Kick off Call and Document Review/Data Gathering

We will begin by facilitating a kickoff meeting with key staff to discuss goals, expectations, key issues, and communications protocols to ensure a smooth project from start to finish. Specific tasks to be part of this meeting include:

- Discuss project goals, impetus, potential obstacles, logistics, and key decision-makers
- Finalize the project timeline and scope of work
- Establish roles, communication protocol, and expectations; discuss invoice protocol
- Identify current corridors and issues of interest; discuss available sources of data for existing conditions analysis; begin a discussion of network criteria and funding expectations

In order to understand the issues, conditions, and coordination opportunities relating to bicycle and pedestrian access and safety within the study area, we will review background material provided by staff. This information will include electronic or hard copies of all relevant planning documents and existing data collected during these previous efforts. We will use this information to develop the base maps for this project.

TASK 1 DATA COLLECTION AND EXISTING CONDITIONS

1.1 *Bicycle Network Profile*

We will complete a thorough inventory and analysis of existing conditions, which will be the base of a summary of key facts, figures and other technical graphic information of the bicycle activity and travel in the study area.

1.2 *Inventory Mapping and Multimodal Analysis*

Creating a truly multimodal network requires the allocation of limited space available in the right-of-way. To understand the opportunities and challenges, we must first determine where existing and future networks are today, where they will be in the future, and how the differing modes interconnect. The purpose of this task is to establish a clear understanding of existing and anticipated multimodal transportation connections within the study area and those feeding into it, as well as how these networks serve all communities, including those that are dependent to alternative modes to the private vehicle. To do so, the Nelson\Nygaard team will develop a detailed analysis of the study area that includes the following, based on available data provided by the City:

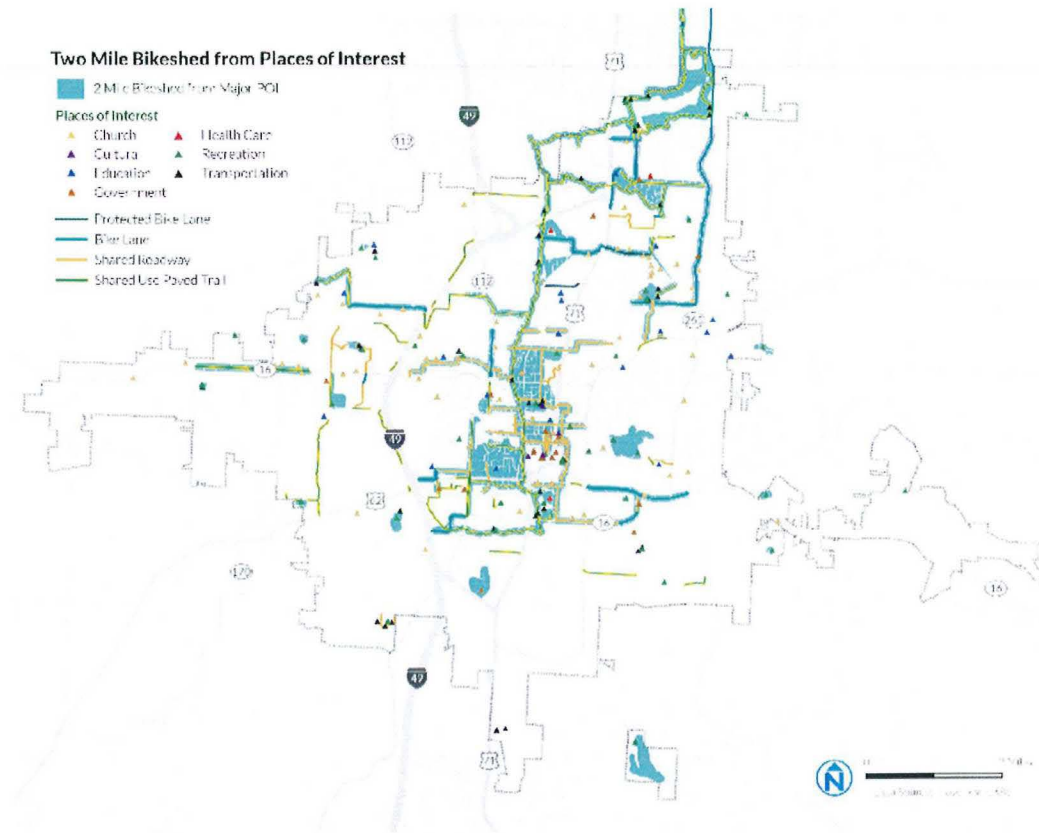
Inventory:

- **Inventory of existing transportation facilities by type** – including those for bicycles, pedestrians, transit, and automobiles (including AADT, number of lanes, crosswalks (w/o ramps, ADA compliance), sidewalk widths, signalized intersections, right-of-way, and posted speed), trails and creeks.
- **Identification of key destinations** - including but not limited to schools, parks, senior centers, shopping areas, major employer, transit stops, and community gathering places
- **Planned active transportation network** – including bicycle infrastructure, sidewalks, and marked crossings
- **Bicycle Collision Hotspots** - we will present information on recent crashes involving motor vehicles, pedestrians, and bicycles. This information will help to provide perspective on key safety hotspots for people walking and bicycling.
- **Design, directional signage, circulation, amenities, and lighting standards** for trails, intersections, crossings, gateways, and specific land uses
- **On-street parking inventories** , as data are available (this task will not include any new data collection)
- **Review of regional transportation connections** to and from the study area and key corridors within the City and regionally.
- **Demographics of the study area** – including but not limited to population by age, population growth, employment rate, income, zero-vehicle households, commute mode share
- **Desire lines** – including origin-destination matrices by mode and purpose from the regional model, if available, or from public data sources, such as CTPP

Analysis:

- **Equity analysis** to identify areas with higher concentrations of people reliant on walking and bicycling
- **Identification of multimodal conflict points** within the network
- **Coverage of the active transportation network** of people reliant on walking and bicycling
- **Coverage of the active transportation network** of other transportation hubs, such as bus stops within the areas served by the bicycle network or accessible on foot
- **Identification of barriers** through “ease of crossings” (see image below) and “access to transit” analyses
- **Bike and Pedestrian Propensity Index** - we will provide insight into areas where bike activity is likely to be high based upon factors such as population density, employment density, age, median income, and vehicle ownership.
- **Bicycle Level of difficulty** – we will define the difficulty of the bicycle routes with a suite of criteria, which will include but not be limited to the topography, length, conflict with other modes and type of infrastructure.
- **Bicycle Level of Traffic Stress** - will use the Mineta method of assessing network stress for bicyclists on the study area network to identify network gaps that need improvement for people bicycling to feel comfortable and safe, and will inform project prioritization.
- **Bicycle Facility Maintenance Assessment** – we will assess the policies and procedures for maintaining existing and proposed bicycle facilities, including, but not limited to, the maintenance of smooth pavement, freedom from encroaching vegetation

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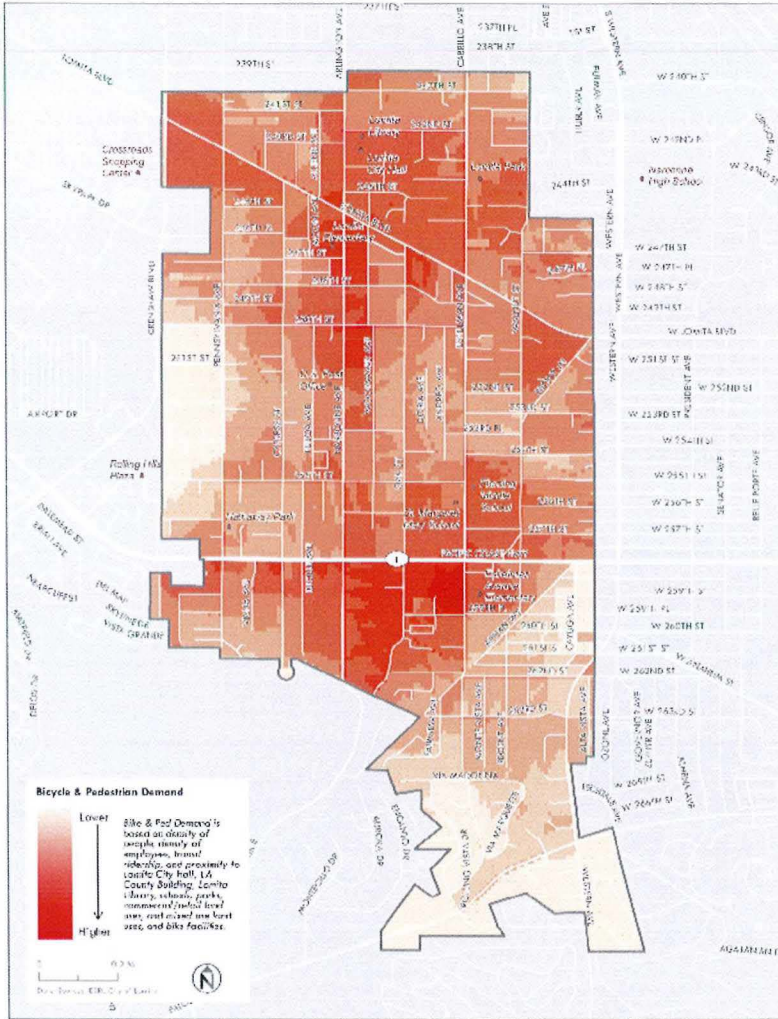


Two-Mile Bikeshed from Places of Interest – Fayetteville Mobility Plan Fact Book

Example Bicycle and Pedestrian Demand Map, from Lomita Bike and Pedestrian Master Plan, NN 2016

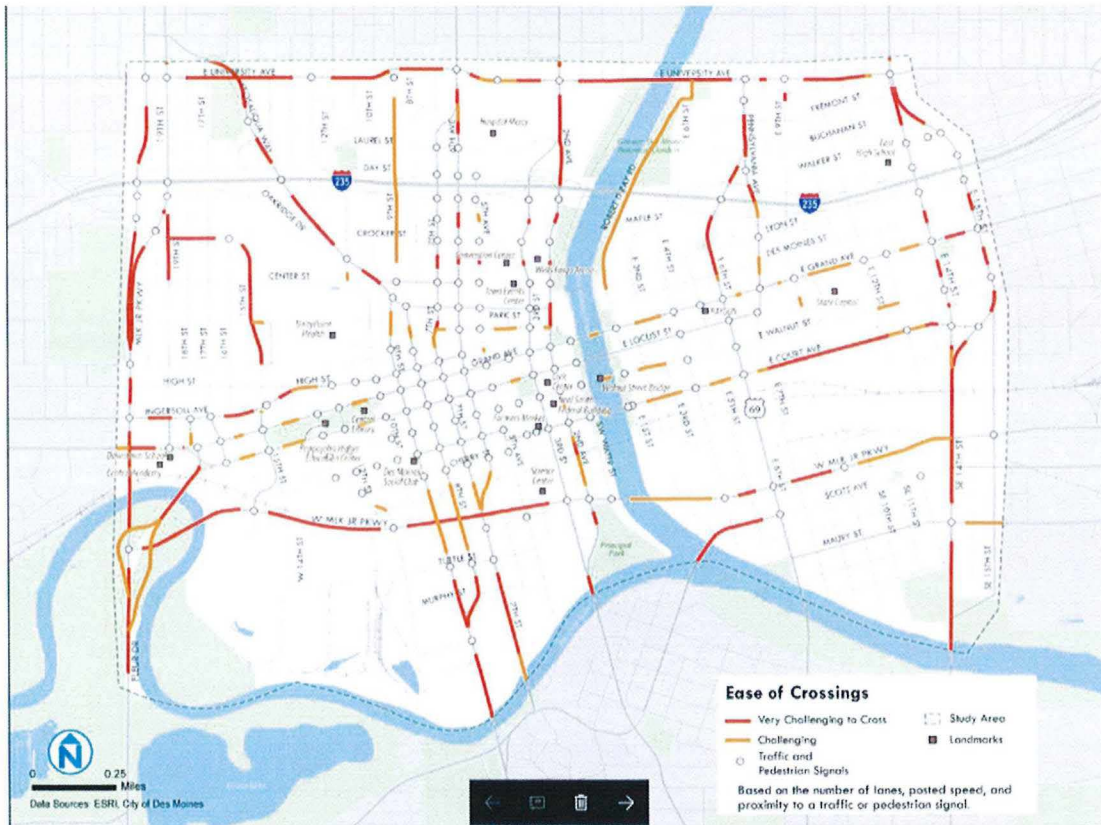
The Bike and Pedestrian Propensity Index examines key demographic characteristics that contribute to high or low bicycle and pedestrian mode share. Using the American Community Survey and local data, the analysis pinpoints areas that would greatly benefit from targeted prioritization.

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Figure 1 Example “Ease of Crossings” Analysis



The existing conditions task will provide a data driven and graphic rich analysis of multimodal networks and gaps, local plans and standards, and best practices to identify the needs and opportunities for active transportation downtown (image from our work on the Connect Downtown Des Moines Plan).

Example Bicycle Level of Traffic Stress Map, from Lomita Bike and Pedestrian Master Plan, NN 2016

The level of traffic stress map examines key corridors, and using street characteristics such as posted speed and number of travel lanes, assesses the stress felt by bicyclists as they travel on these streets.

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Nelson\Nygaard will produce a highly accessible report on existing conditions that can be loaded to a project website or distributed as a complete package. We propose this format as an alternative to the unwieldy and overwhelming technical existing conditions reports that are of little use to anyone but well-informed staff.

Deliverables:

- Existing Conditions Analysis Factbook

TASK 3 IDENTIFY GAPS WITHIN THE CURRENT NETWORK

3.1 Assessment/Analysis

Using available data and analysis described in the previous tasks, we will identify infrastructure, policy, program, and design guidance gaps and/or hazards that hinder safe and convenient access to key destinations, including schools. Included in this analysis will be the assessment of roadways where entire routes, or just segments of them, would benefit from additional physical separation from motorized traffic or other innovative treatments to improve bicyclist safety and comfort.

Health Benefits Analysis

Transportation investments in walking, bicycling and transit infrastructure and programs can lead to positive public health outcomes resulting from injury prevention, increased physical activity, and better access to healthy food and medical services. In Nelson\Nygaard we have developed high-level health impact assessment where we highlight related challenges associated

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with accessibility, availability, and awareness of the existing transportation options, and suggests opportunities for improvement in transportation related issues, such as the access to health supportive resources, access to parks and recreational trails, or injury prevention (linked to the safety analysis). We evaluate the potential for transportation policies to have an impact on addressing each of the identified transportation-related health challenges².

- | | | | | | |
|----------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------|-------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1 | Access to health supportive resources including medical care and healthy food |  | 5 | Exposure to transportation-related toxins and poor air quality |  |
| 2 | The ability to walk, bike, roll, and take transit |  | 6 | Access to parks and recreational trails |  |
| 3 | Injury prevention: the ability to walk, bike and roll safely |  | 7 | Human services transport for seniors and people with disabilities |  |
| 4 | Access to schools and employment |  | 8 | Transportation to address health and well-being |  |

Example Health Impact Overview of the City of Pendleton Transportation System Plan

We will start the Health Benefit Analysis by engaging a diverse group of stakeholders with technical and experiential knowledge to inform the evaluation. This will help us identify the key health issues that are most important to the community (e.g., air quality, overweight and obesity, chronic disease, traffic injuries, health disparities) and describe the baseline conditions for each of these issues using local data (from local/county/state health departments, databases, American Community Survey, Robert Wood Johnson Foundation County Health Rankings). We will follow by doing a research the potential impacts to these health outcomes due to plan/policy alternatives using literature reviews, interviews, or quantitative modeling. Recommendations from the assessment should provide practical and specific actions to promote health and avoid adverse consequences, and when possible suggest an approach to monitoring outcomes over time.

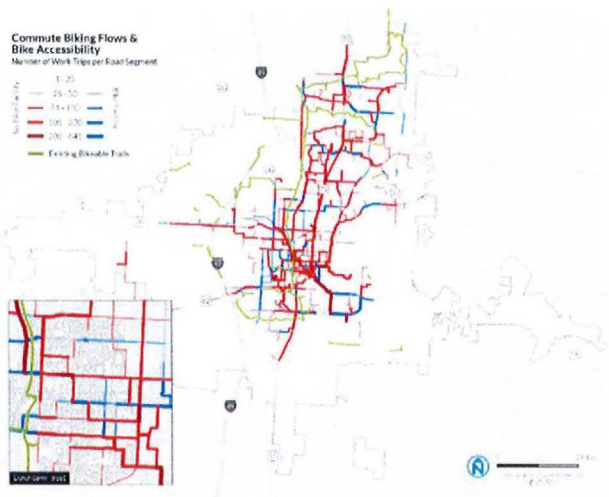
Commuting Corridor Analysis

We will use available data, such as the desire lines from public data sources (CTPP), or those from the origin-destination matrices of the City of Laredo regional travel demand model to identify the desire lines of commuters and the transportation options that the commuter have, including biking. Crossing the demand with the supply will allow us identify most used corridors and the gaps in the Active Transportation Networks. This exercise allows prioritizing corridors in terms of demand and effort, as in occasions, a significant number of commuters benefit from adding only a small portion of the network.

²

http://www.pendleton.or.us/sites/pendleton.or.us/files/File/community_development/planning_dept/HIA_Pendleton_Draft8_FullColor.pdf

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Assigning the commute trips <1 mile on the walking network, and the commute trips < 3 miles on the biking network will highlight the gaps in each of the networks, and thus help prioritize segments that might potentially serve commuters if completed (image from our work on the Fayetteville Mobility Plan, Walking and Biking Gap analysis).

Economic Value Analysis

Each community differs in degree of bicycle culture, infrastructure, and connectivity, as well as travel preferences. We will use the relative demand for bicycling throughout the study area as well as the key commute corridors identified in previous tasks and together with the City of Laredo we will evaluate potential corridors where new activities and development could benefit from the network.

Technology Analysis

We will investigate the opportunity to create a mobile application with customized parameters to allow the user choose several options based on a predefined criteria to go from an origin to a destination. For that purpose, we will have conversations with app developers to understand the options and costs that would better suit the needs of the region, such as BlinkTag and Google. BlinkTag³ developed an open bike mapping system specially designed to find flat, safe, and fast bike routes anywhere in the SF Bay Area that works on desktop and mobile and allows users to specify how much they would like to avoid hills, and their preferences for sticking to routes that have mostly bike lanes and paths.

Safety Analysis

The study area safety analysis will investigate trends including who is involved in collisions (e.g., age of involved parties), when collisions are happening (e.g., time of day or year), where crashes are occurring (e.g., intersections vs. midblock or proximity to transit stops), as well as contributing factors (e.g., movement preceding collision by traffic control type), hot spots analysis, where we will link high crash locations with risk factors in each of them, and a list of potential countermeasures, including engineering, enforcement and education activities, that apply to collision types identified in the region. Of particular interest in this review will be the role of transit access in the pedestrian-involved collisions.

We will utilize industry standard walking and bicycle crash types, such as those identified in How to Develop a Pedestrian Safety Action Plan (FHWA), based on the available data, and will identify the relative prevalence of collisions and types based on the roadway or intersection context. This "risk based" approach is particularly important due to the somewhat random distribution of crashes.

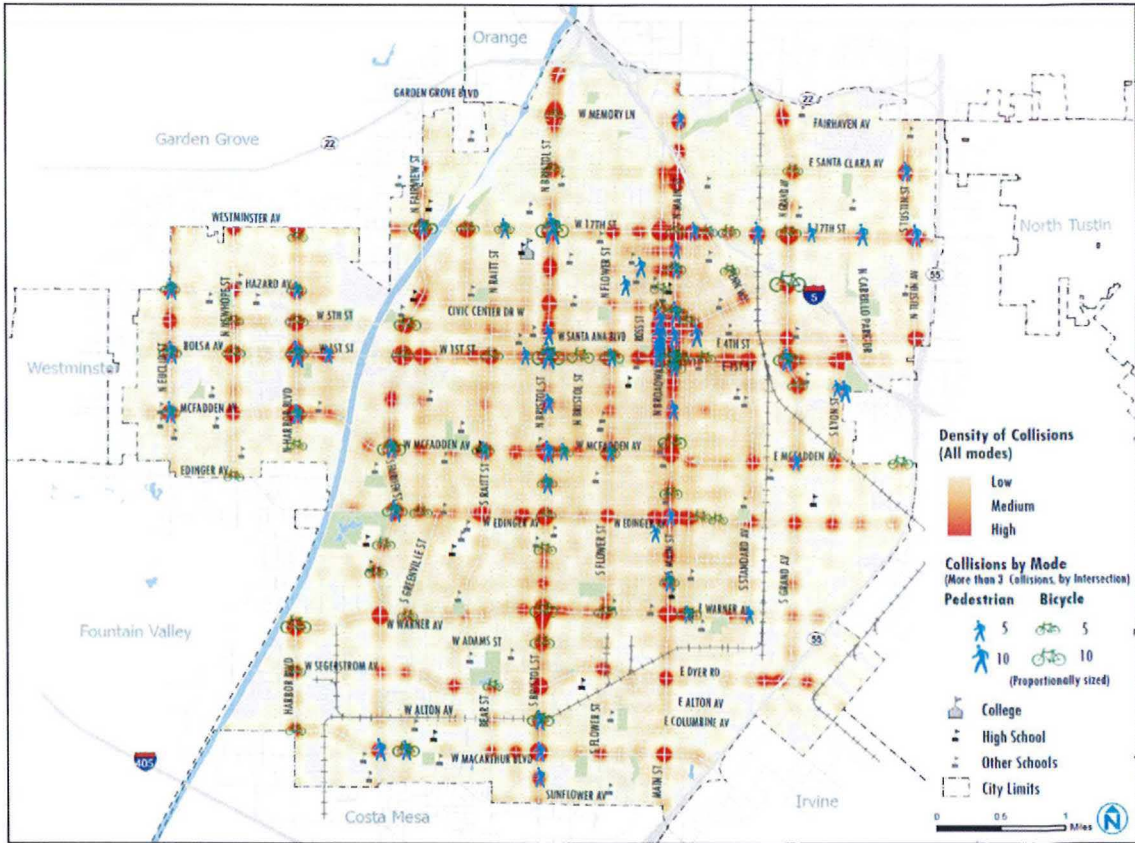
This task will provide the opportunity to the City of Laredo and other agencies involved in street design to provide feedback on a variety of published design guides, including the National Association of City Transportation Officials (NACTO) guides for urban street design and bikeways.

To inform the next task, we will utilize a heat mapping exercise that identifies the relative demand for bicycling throughout the study area and compares it to the level of obstacle presented by the roadway network to illuminate areas with both high demand and high deficiency, which are frequently high priority areas.

³ <https://blinktag.com/projects/bikesy/>

City of Laredo Bicycle Master Plan – Proposed Scope of Work
City of Laredo

Density of Collisions: All Modes



Example Density of Collisions of all Modes of the Safe Mobility Santa Ana Plan, CA

Deliverables:

- Bicycle Connectivity Gap Analysis Memorandum

C. PROJECT BUDGET

Task Description	Nelson\Nygaard Labor Costs					NN Labor Hours	NN Labor Cost	Total Labor Hours	Total Labor Costs	Total Direct Expenses	Total Costs
	Drusilla van Hengel	Iain Banks	Associate 2	Associate 1	Designer						
	Principal 4	Senior Associate 2	Associate 2	Associate 1	Designer						
Total Billing Rate	\$225.00	\$165.00	\$130.00	\$100.00	\$110.00						
0 Project Initiation											
0.1 Kick off meeting and Document Review/Data Gathering	4	8		12		24	\$3,420	24	\$3,420		\$3,420
Task Total	4	8	0	12	0	24	\$3,420	24	\$3,420	\$0	\$3,420
1 Data Collection and Existing Conditions											
1.1 Bicycle Network Profile	6	10	12	20		48	\$6,560	48	\$6,560		\$6,560
1.2 Inventory Mapping and Multimodal Analysis	4	10	12	30	12	68	\$8,430	68	\$8,430		\$8,430
Task Total	10	20	24	50	12	116	\$14,990	116	\$14,990	\$0	\$14,990
3 Identify Gaps Within the Current Network											
3.1 Assessment/Analysis	4	6	10	20	8	48	\$6,070	48	\$6,070		\$6,070
Task Total	4	6	10	20	8	48	\$6,070	48	\$6,070	\$0	\$6,070
TOTAL HOURS	18	34	34	82	20	188		188			
TOTAL LABOR COST	\$4,050	\$5,610	\$4,420	\$8,200	\$2,200		\$24,480		\$24,480	\$0	\$24,480
TOTAL COSTS											\$24,480

D. PROJECT SCHEDULE

Task	Description	January				February				March					April			
		6	13	20	27	3	10	17	24	2	9	16	23	30	6	13	20	27
1	Data Collection and Existing Conditions																	
1.1	Network Profile	■	■	■														
1.2	Inventory Mapping and Multimodal Analysis			■	■	■	■	■	■									
3	Identify Gaps Within the Current Network																	
3.1	Assessment/Analysis							■	■	■	■	■	■	■	■	■	■	

Project Name: Bicycle Master Plan
 Proposal scores/rankings

Point methodology:

1st = 3 pts
 2nd = 2 pts
 3rd = 1 pt

Ranking Matrix

Selection Committee

	Asakura Robinson, Co. Raw Rank Pts			Nelson NYGAARD Raw Rank Pts			Copenhagenize Design Co. Raw Rank Pts		
Sara Garza-TxDOT	93	1st	3	75	3rd	1	88	2nd	2
Roberto Rodriguez-TxDOT	73	2nd	2	81	1st	3	65	3rd	1
Alec J. Martinez-Traffic Safety Department	94	1st	3	89	3rd	1	92	2nd	2
Claudia San Miguel-Transit, El Metro*									
Arturo Garcia, Community Development	92	3rd	1	98	1st	3	94	2nd	2
Rafael Vidaurri (Planning Dept.) on behalf of Vanessa Guerra, Laredo MPO	80	3rd	1	84	2nd	2	90	1st	3
Juan E. Rodriguez, South Texas Development Council	75	2nd	2	86	1st	3	71	3rd	1
Esteban Rangel, LISD*									
Carlos Garcia, UISD	85	2nd	2	95	1st	3	75	3rd	1
Scores not submitted *									
Total Points	592		14	608		16	575		12

Consultant Evaluation Form

Project: Bicycle Master Plan					Reviewer Name: <i>Sam Gump</i> Organization: <i>Sam Gump</i>				
CRITERIA						Firm 1	Firm 2	Firm 3	
					Weight Points	Asakura Robinson Co.	Nelson NYGAARD	Copenhagenize Design Co.	
Experience	Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of similar studies.				30	30	25	20	
Approach	Firm's overall approach to the project and familiarity with the study area.				30	28	20	28	
Capacity	Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements.				20	15	15	20	
Qualifications	Qualification of key individual(s) and or sub-contractors (lead persons only) proposed to provide these services and evidence of the team's ability to generate creative solutions.				20	20	15	20	
					Total	100	93	75	88

Consultant Evaluation Form

Project: Bicycle Master Plan					Reviewer Name: <i>Roberto Rodriguez</i>				
					Organization: <i>TxDOT</i>				
CRITERIA					Weight Points	Firm 1	Firm 2	Firm 3	
						Asakura Robinson Co.	Nelson NYGAARD	Copenhagenize Design Co.	
Experience	Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of similar studies.				30	20	20	20	
Approach	Firm's overall approach to the project and familiarity with the study area.				30	20	25	15	
Capacity	Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements.				20	18	18	15	
Qualifications	Qualification of key individual(s) and or sub-contractors (lead persons only) proposed to provide these services and evidence of the team's ability to generate creative solutions.				20	15	18	15	
				Total	100	73	81	65	

Consultant Evaluation Form

Project: Bicycle Master Plan					Reviewer Name: Alec Martinez, Bicycle/Pedestrian Coord. Organization: City of Laredo Traffic			
CRITERIA						Firm 1	Firm 2	Firm 3
					Weight Points	Asakura Robinson Co.	Nelson NYGAARD	Copenhagente Design Co.
Experience	Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of similar studies.				30	29	27	28
Approach	Firm's overall approach to the project and familiarity with the study area.				30	18	27	27
Capacity	Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements.				20	18	18	17
Qualifications	Qualification of key individual(s) and or sub-contractors (lead persons only) proposed to provide these services and evidence of the team's ability to generate creative solutions.				20	19	17	20
				Total	100	<u>94</u>	<u>89</u>	<u>92</u>



Consultant Evaluation Form

Project: Bicycle Master Plan					Reviewer Name: <i>Arturo Garcia</i>			
					Organization: <i>Community Development</i>			
CRITERIA						Firm 1	Firm 2	Firm 3
					Weight Points	Asakura Robinson Co.	Nelson NYGAARD	Copenhagenize Design Co.
Experience	Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of similar studies.				30	28	29	30
Approach	Firm's overall approach to the project and familiarity with the study area.				30	27	30	25
Capacity	Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements.				20	19	20	19
Qualifications	Qualification of key individual(s) and/or sub-contractors (lead persons only) proposed to provide these services and evidence of the team's ability to generate creative solutions.				20	18	19	20
				Total	100	92	98	94

Consultant Evaluation Form

Project: Bicycle Master Plan					Reviewer Name: <i>Rafael Vidaurri</i>				
					Organization: <i>City of Laredo Planning & Zoning</i>				
CRITERIA						Firm 1	Firm 2	Firm 3	
					Weight Points	Asakura Robinson Co.	Nelson NYGAARD	Copenhagenize Design Co.	
Experience	Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of similar studies.				30	<i>24</i>	<i>22</i>	<i>28</i>	
Approach	Firm's overall approach to the project and familiarity with the study area.				30	<i>23</i>	<i>28</i>	<i>24</i>	
Capacity	Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements.				20	<i>17</i>	<i>17</i>	<i>18</i>	
Qualifications	Qualification of key individual(s) and or sub-contractors (lead persons only) proposed to provide these services and evidence of the team's ability to generate creative solutions.				20	<i>16</i>	<i>17</i>	<i>20</i>	
					Total	100	<i>80</i>	<i>84</i>	<i>90</i>

Consultant Evaluation Form

Project: Bicycle Master Plan					Reviewer Name: <i>Juan E. Rodriguez</i> Organization: <i>South Texas Development Council</i>			
CRITERIA						Firm 1	Firm 2	Firm 3
					Weight Points	Asakura Robinson Co.	Nelson NYGAARD	Copenhagenize Design Co.
Experience	Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of similar studies.				30	<i>25</i>	<i>28</i>	<i>25</i>
Approach	Firm's overall approach to the project and familiarity with the study area.				30	<i>23</i>	<i>28</i>	<i>18</i>
Capacity	Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements.				20	<i>12</i>	<i>15</i>	<i>13</i>
Qualifications	Qualification of key individual(s) and or sub-contractors (lead persons only) proposed to provide these services and evidence of the team's ability to generate creative solutions.				20	<i>15</i>	<i>15</i>	<i>15</i>
				Total	100	<i>75</i>	<i>86</i>	<i>71</i>

Consultant Evaluation Form

Project: Bicycle Master Plan		Reviewer Name: <i>Carlos Garcia</i> Organization: <i>UISD</i>			
CRITERIA		Weight Points	Firm 1 <i>Asakura Robinson Co.</i>	Firm 2 <i>Nelson NYGAARD</i>	Firm 3 <i>Copenhagenize Design Co.</i>
Experience	Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of similar studies.	30	30	30	30
Approach	Firm's overall approach to the project and familiarity with the study area.	30	20	25	10
Capacity	Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements.	20	20	20	20
Qualifications	Qualification of key individual(s) and/or sub-contractors (lead persons only) proposed to provide these services and evidence of the team's ability to generate creative solutions.	20	15	20	15
Total		100	85	95	75



**The Laredo Urban Transportation Study
Metropolitan Planning Organization**

To: Sara Garza, TxDOT
Roberto Rodriguez, TxDOT
Alec J. Martinez, City of Laredo Traffic Safety Department
Claudia San Miguel, Transit, El Metro
Arturo Garcia, Community Development
Juan E. Rodriguez, South Texas Development Council
Esteban Rangel, LISD
Carlos Garcia, UISD

From: Vanessa Guerra, Acting MPO Director
Date: April 16th, 2019

Subject: Bicycle Master Plan

Enclosed please find 3 proposals submitted for the above-mentioned project. We are respectfully requesting that you participate in the selection of a consultant by completing the scoring sheets and returning it to our offices by 5:00 p.m. on April 30th, 2019. Our fax number is 956-794-1624. If you have any questions, or need any additional information, please do not hesitate to contact me at (956) 794-1613. Thank you.

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:

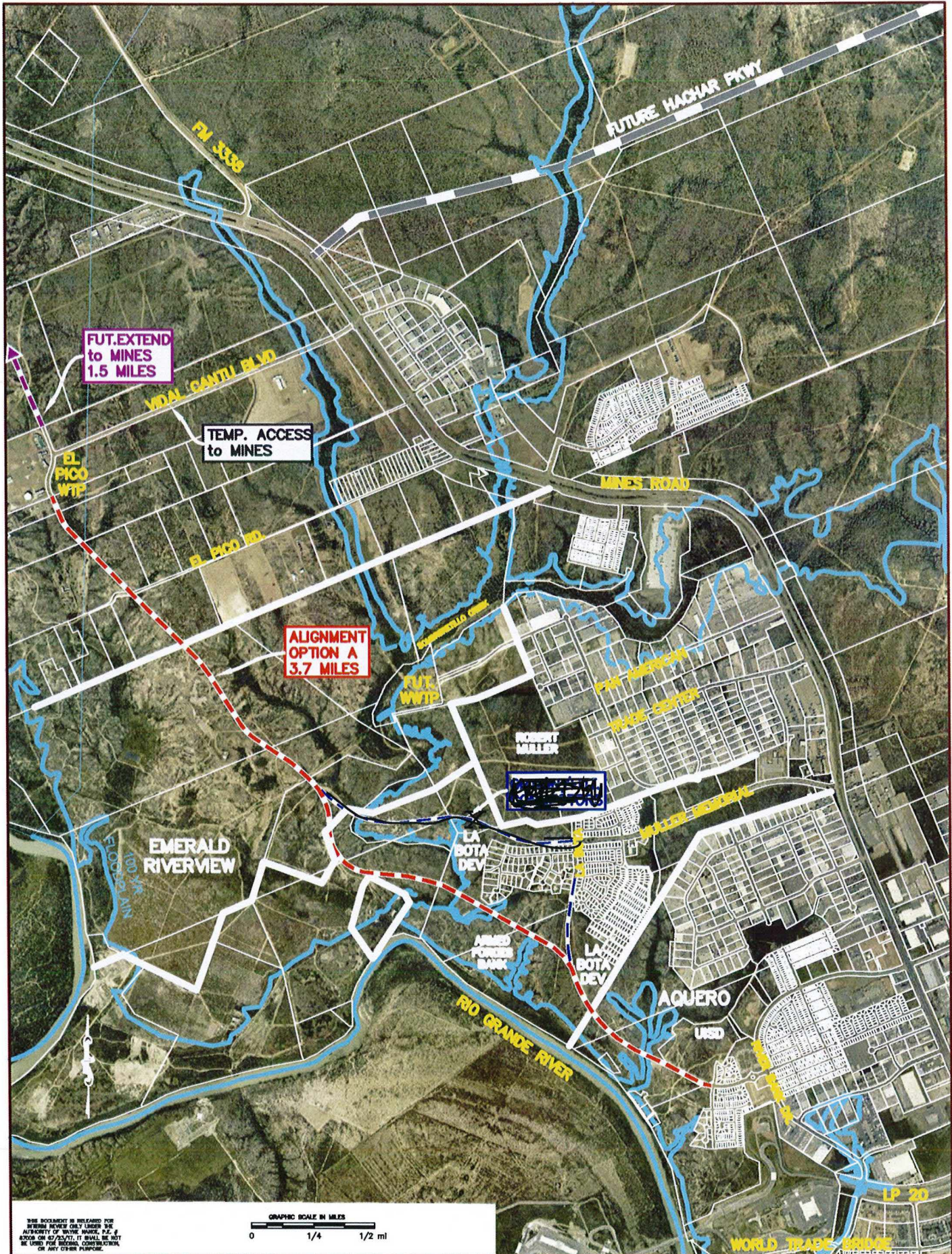
- D. Discussion with possible action on the future possible re-designation of IH-35 south of Victoria Street (also known as the “Four Block area”) and the re-routing of US-83. (Dr. Marte Martinez).
- E. Discussion with possible action on the River Road Project.
- E. Discussion with possible action on Hachar-Reuthinger.
- F. Discussion with possible action on the name change from Laredo Urban Transportation Study (LUTS) to Laredo Area Metropolitan Planning Organization (LAMPO). Note: A name change will require a future MPO By-Laws amendment.
- G. Discussion with possible action on the organization and number of Policy Committee member appointments. Discussion of vacant TxDOT appointment to be eliminated or transferred to the City or Webb County. Discussion of a nine member committee versus a five member committee with alternates. Note: A change in member appointments will require a future MPO By-Laws amendment.

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

- A. Status report by the Regional Mobility Authority (RMA).

VI. DIRECTOR’S COMMENTS

River Road Item



THIS DOCUMENT IS RELEASED FOR
 INTERNAL REVIEW ONLY UNDER THE
 AUTHORITY OF STATE MAND. P.S. 8
 8700A ON 07/25/17. IT SHALL BE NOT
 BE USED FOR BIDDING, CONSTRUCTION,
 OR ANY OTHER PURPOSE.

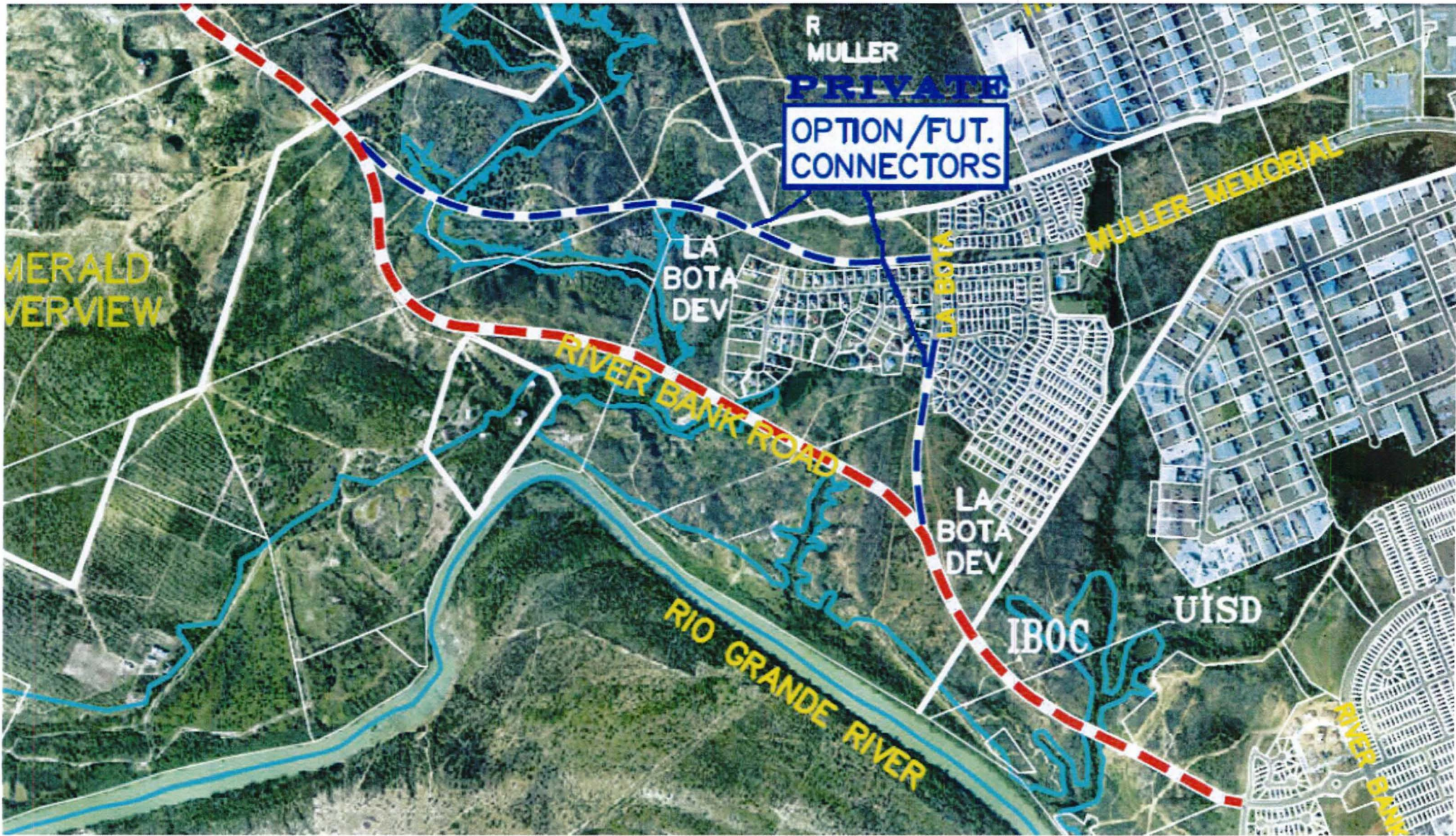


PORRAS NANCE
ENGINEERING
304 E. CALTON, LAREDO, TX 78041 (808) 784-3007

City of Laredo
 River Road
 District VII

CONCEPTUAL ALIGNMENT OPTIONS
 RIVER BANK DR. to VIDAL CANTU BLVD.

EXHIBIT 1



PROPOSED ROUTE IF FROM END TO END



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



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 ALSO WILLING TO CONTRIBUTE UP TO 1 MILLION TO EXTEND VERDE ROAD TO INTERSECT RIVER-BEND 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



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 \$13m all the way to Mines Rd Intersection. Refer to this Letter by Porras Engineering



August 23, 2017

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

Ref: River Road – Conceptual Alignment & Construction Cost Estimate

Mr. Medina,

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 pursued, 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 1.5 mile extension to Mines Road would add \$6 million for a total cost of roughly \$21 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 be 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.

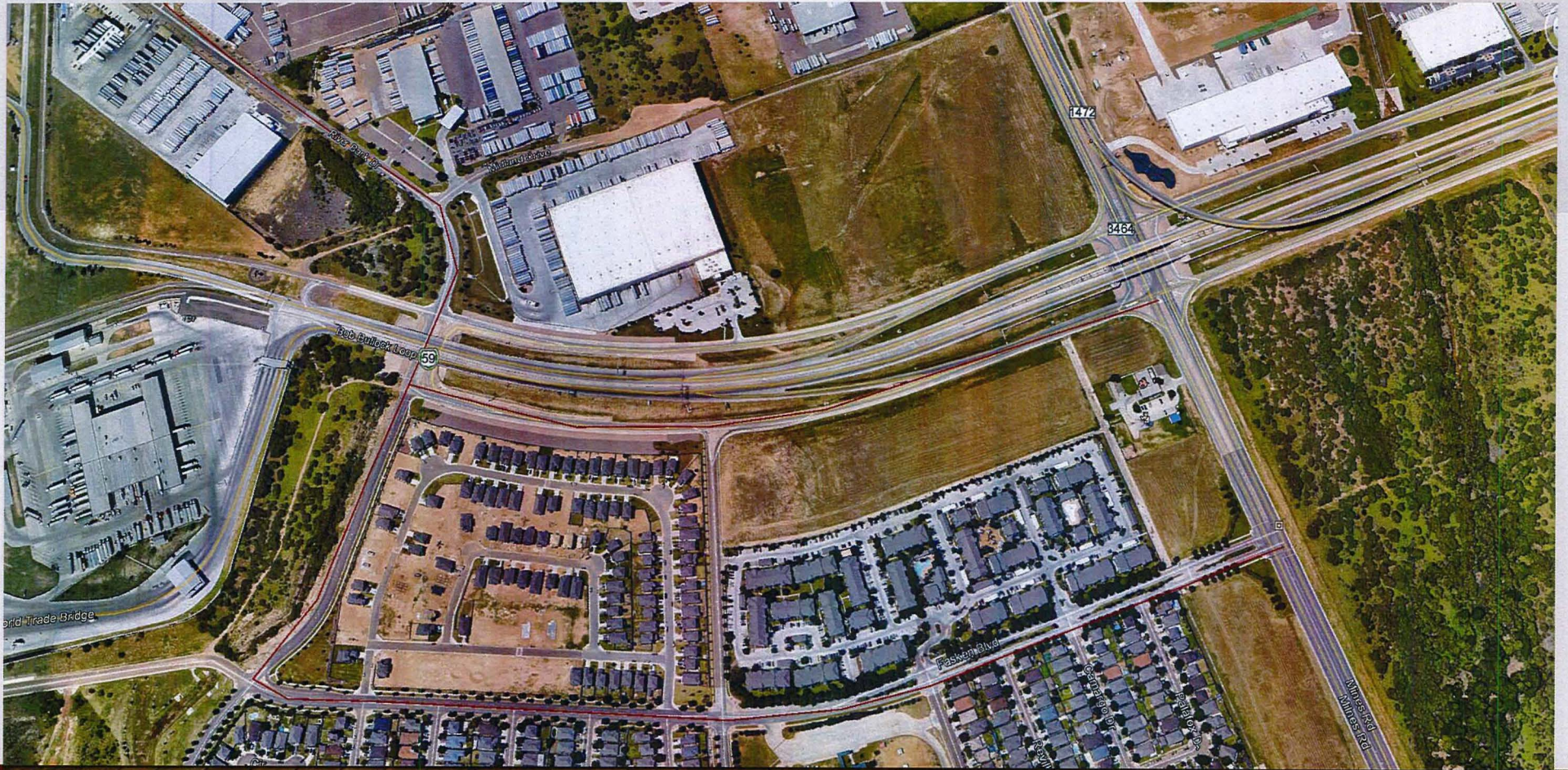
Sincerely,


Wayne Nance, PE, RPLS

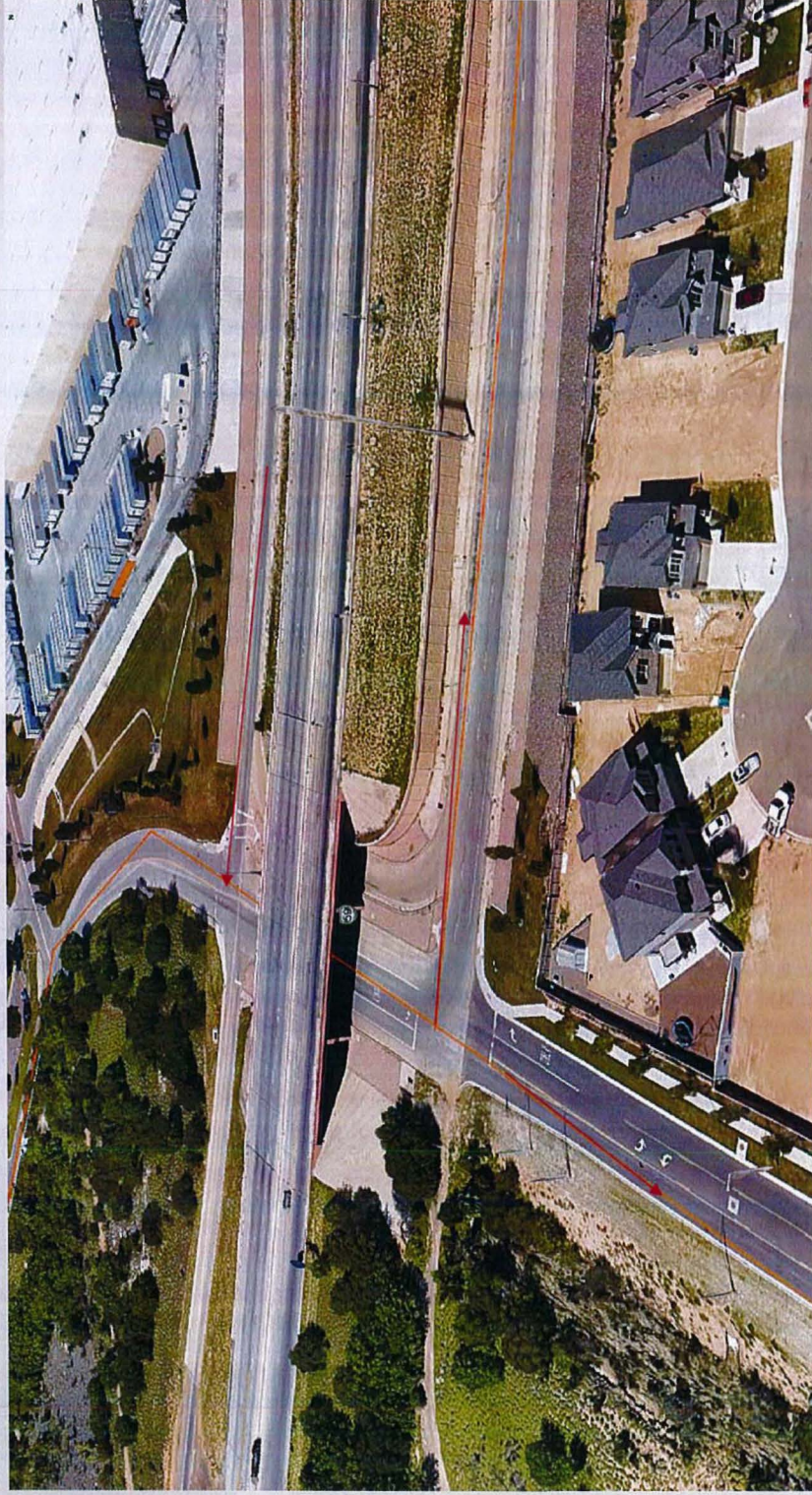


Encl.

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.



August 23, 2017

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

Ref: **River Road – Conceptual Alignment & Construction Cost Estimate**

Mr. Medina,

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 pursued, the extra 1.5 mile extension to Mines Road would add \$3.8 million for a total cost of approximately \$13 million. **Its approx 3 miles to Pico Rd or +- \$7.5 million**

If the roadway is federally funded, stricter design and construction standards will be required, included 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 1.5 mile extension to Mines Road would add \$6 million for a total cost of roughly \$21 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



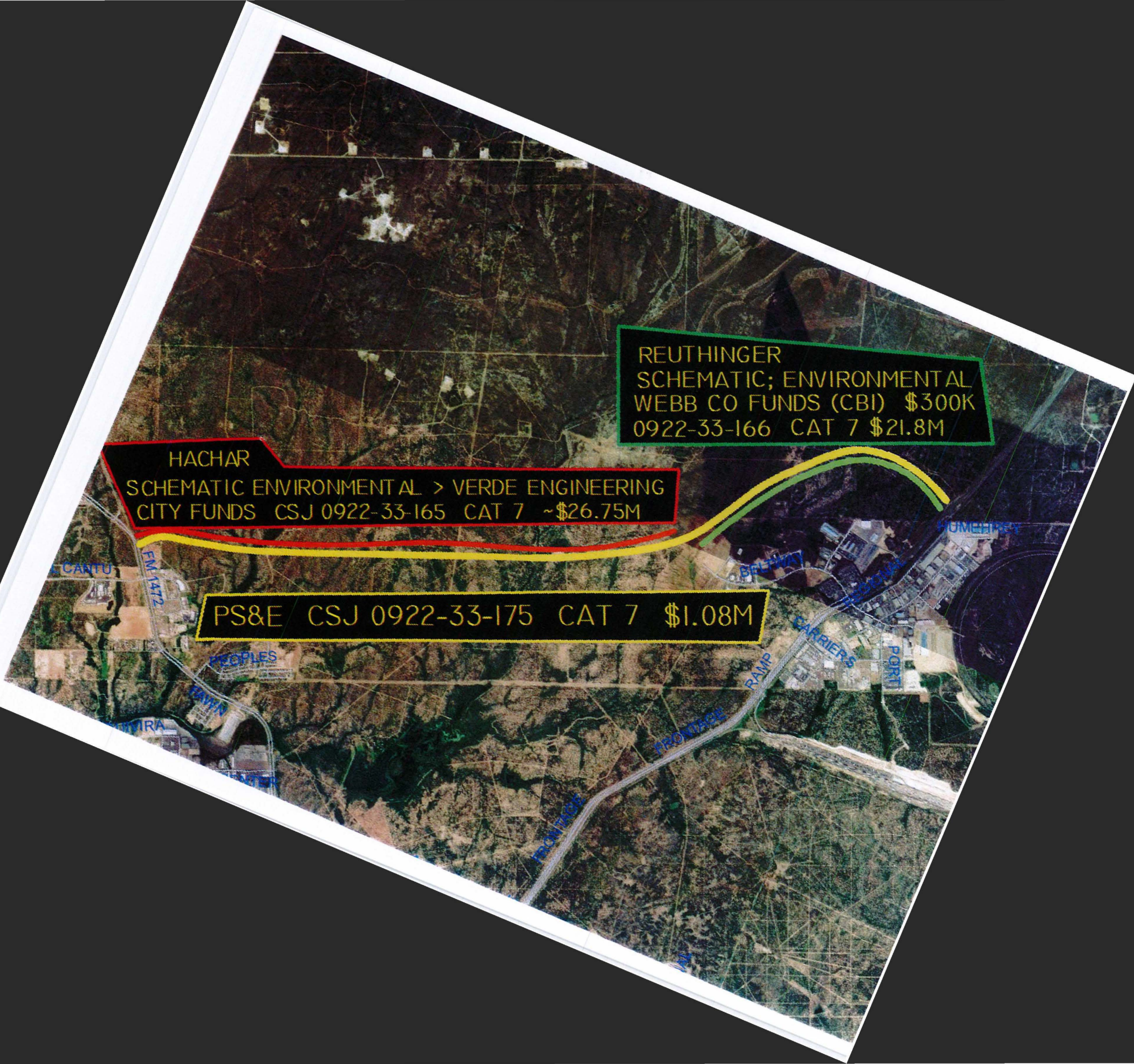
Encl.

Hachar-Reuthinger Item

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

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

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



Laredo- Hachar- Reuthinger Rd

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

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

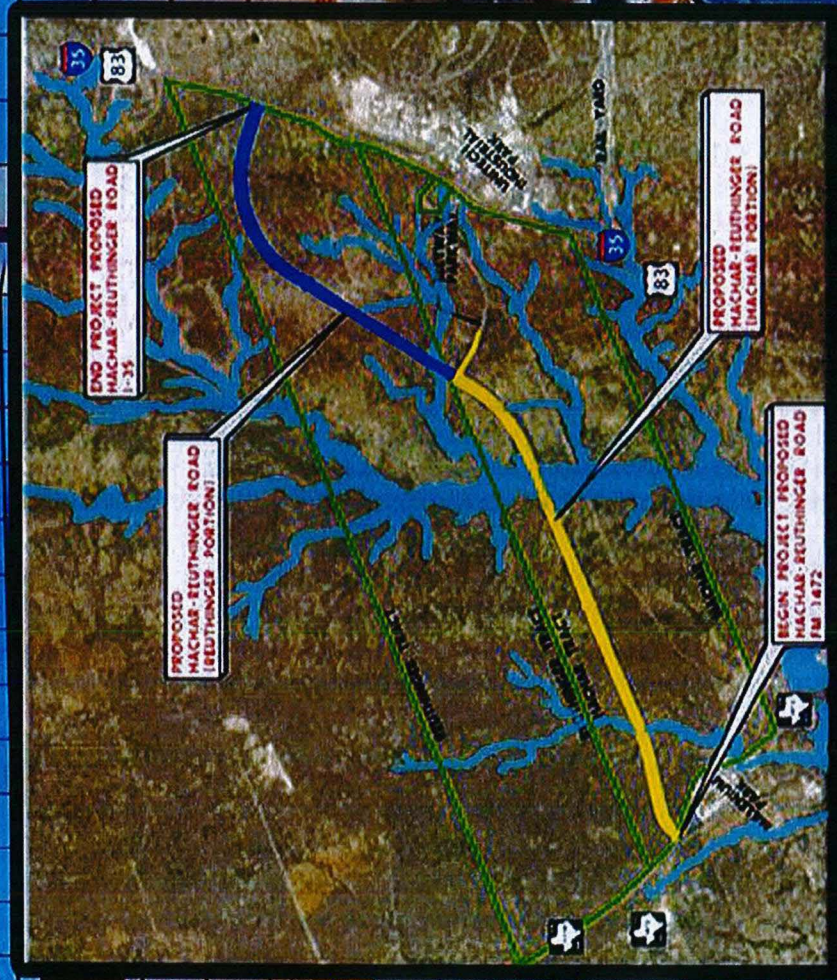
Up to FY 2019 ²	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
\$ 24.43	\$ 6.16	\$ 6.27	\$ 6.35	\$ 6.44	\$ 6.52	\$ 6.60	\$ 6.67	\$ 6.74	\$ 6.82	\$ 6.90
Hachar Rd ¹	\$ (1.08)	\$ (26.75)								
Reuthinger ¹				\$ (21.80)						
Cumulative Total	\$ 29.51	\$ 9.03	\$ 15.38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

Note:

- 1- Based on PS&E and Construction Estimates provided by City of Laredo Consultant (Dannenbaum)
- 2- Allocations based on FY 2020 Draft UTP



HACHAR - REUTHINGER ROAD PROJECT UPDATE



WEBB COUNTY, TEXAS

June 18, 2018

Colombia
Bridge

Hachar Road Location Map



1.0 CONTRACT APPROVAL STATUS

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

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

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

2.0 Programmed Engineering, Construction Engineering and Construction Funds

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

Reference Document: FY2015-2018 LUTS MPO TIP REV1

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

Year: FY 2017

Limits: FM 1472 to I35

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

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

2.0 Programmed Engineering, Construction Engineering and Construction Funds

Hachar Phase I – Construction/Construction Engineering

Reference Document: FY2019-2022 LUTS MPO TIP

CSJ(s): 1922-33-165

Year: FY 2021

Limits: FM 1472 to Beltway Parkway

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

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

2.0 Programmed Engineering, Construction Engineering and Construction Funds

Phase II

Hachar Phase II – Construction/Construction Engineering

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

CSJ(s): 1922-33-175

Year: FY 2023

Limits: FM 1472 to Beltway Parkway

Funded Phases: Construction – \$17,826,712.81**

Contingency – \$1,158,736.33

Construction Engineering – \$802,202.08

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

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

2.0 Programmed Engineering, Construction Engineering and Construction Funds

Hachar/Reuthinger Trust Agrees To Donate

8 miles – 400 ft. Wide R.O.W.

(Approximate Value \$20 Million)

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

LAREDO URBAN TRANSPORTATION STUDY ACTION ITEM

DATE: 7-18-16	SUBJECT: RESOLUTION Receive public testimony and approve a Resolution 2016-10 adopting the proposed revision(s) of the 2017-2020 Transportation Improvement Program (TIP):
	<ol style="list-style-type: none"> 1. Addition of project CSJ 0086-14-065 intended to construct an interchange facility over IH35, from 0.330 miles west of IH 35 to 0.160 miles west of McPherson Road, with an estimated project cost of \$38,100,000. Proposed project letting date is FY 2017 (January 2017). 2. Addition of project CSJ 0086-14-081 intended to provide for the constructing and engineering of the ITS portion of an interchange facility over IH35, from 1.400 miles west of IH 35 to 0.600 miles west of McPherson Road, with an estimated project cost of \$1,000,000. Proposed project letting date is FY 2017 (January 2017). 3. Addition of a project CSJ 0922-33-175 intended to provide funds for PS&E (including right-of-way mapping) for the Hachar-Reuthinger Road Project from FM 1472 to IH35 with an estimated project cost of \$1,634,277. Proposed letting date is February 2017 (FY 17). 4. Revision of project CSJ 0922-33-165 intended to provide for construction, engineering, and contingencies for the Hachar-Reuthinger Road Project, from FM 1472 to Beltway Parkway. Purpose of amendment is to revise funding amounts from \$22,936,054 in local funds to \$21,437,521 in Category 7 funds and \$5,359,380 in local funds. Proposed letting date is FY 2019 (September 2018). 5. Revision of project CSJ 0922-33-076 intended to realign Flecha Lane and Las Cruces along FM 1472. Purpose of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$1,372,973 Category 10 funds and \$707,412 local funds to \$1,440,411 in Category 10 funds, and \$606,788 local funds. 6. Revision of project CSJ 0922-33-093 intended to construct a grade separation at the Calton Road/Santa Maria intersection. Purpose of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$10,139,817 Category 10 funds and \$11,938,307 local funds to \$12,926,124 Category 10 funds, and 10,088,018 local funds.
	TIP 17-20/REV. 1
INITIATED BY: Staff	STAFF SOURCE: Nathan Bratton, MPO Director
PREVIOUS ACTION: On 6-20-16, the Policy Committee initiate a 10 day public review and comment period.	
BACKGROUND:	
See Attachment A- Project Summaries and Attachment B – 2017-2020 Financial Summary for full revision details.	
COMMITTEE RECOMMENDATION: Approval	STAFF RECOMMENDATION: Approval

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

RESOLUTION NO. MPO 2016-10

BY THE LAREDO URBAN TRANSPORTATION STUDY
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

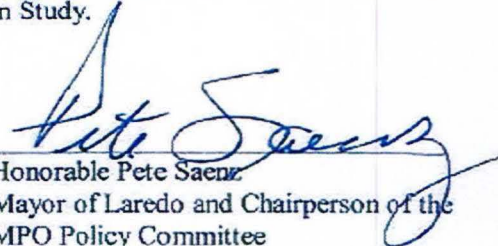
ADOPTING THE 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)


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


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

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

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


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


Nathan Bratton
MPO Director


Melisa Montemayor
Laredo District Administrator

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

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



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

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

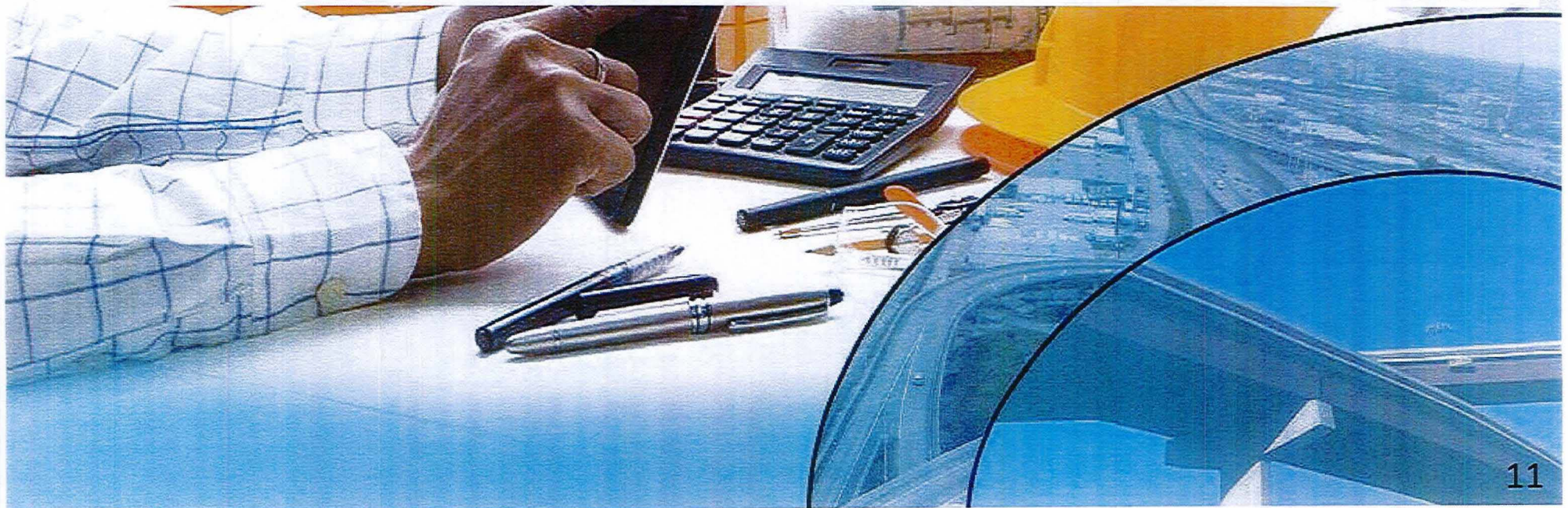
* based off of the latest construction estimate , requires negotiation and approval of fee by TxDOT. Includes Construction Engineering and Inspection (Local Let).



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

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

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



4.0 Summary of Key Dates on Schedule Prepared By Engineer

Summary of Important Dates

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

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

4.0 Summary of Key Dates on Schedule Prepared By Engineer

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

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

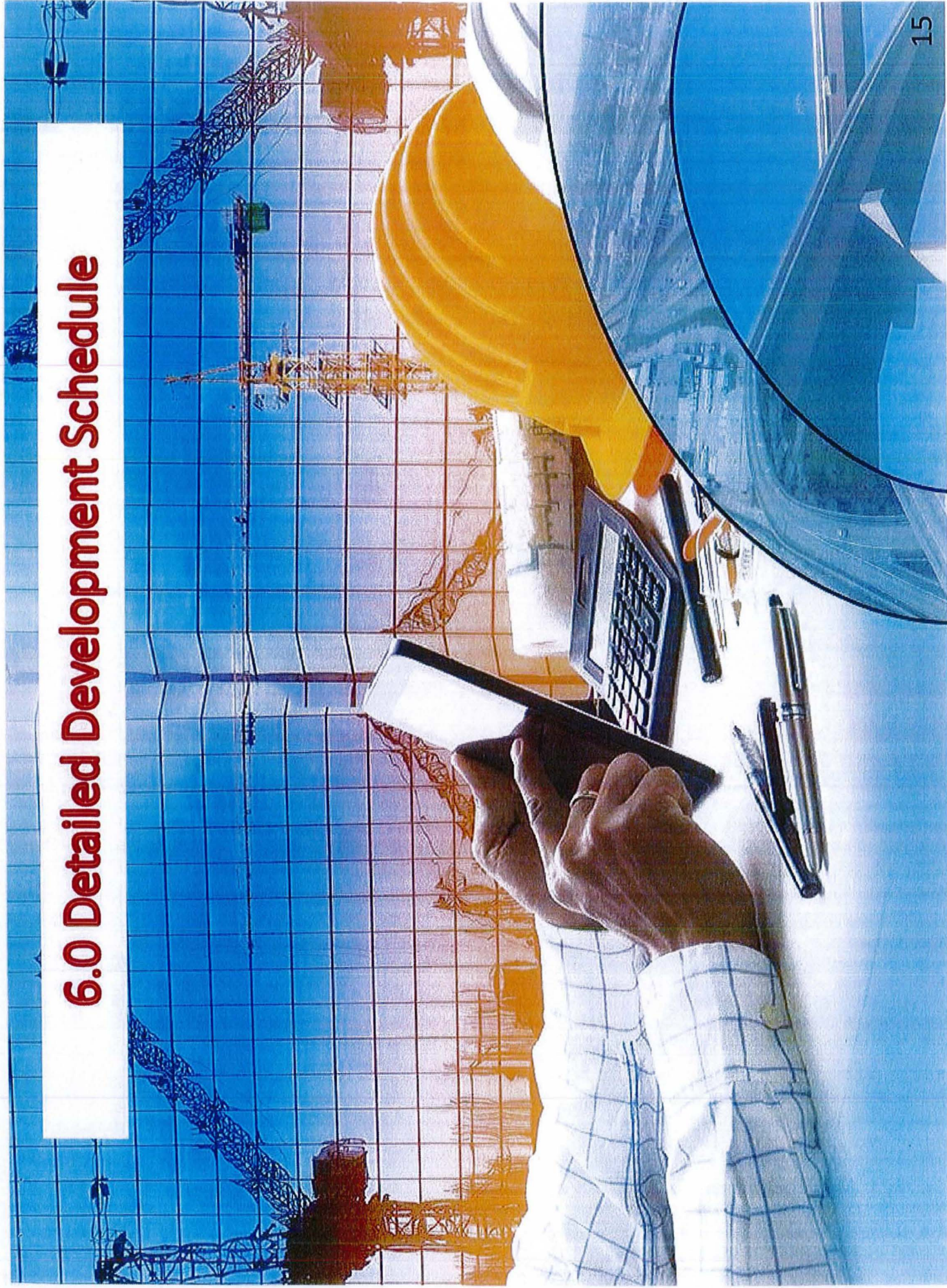
Environmental Clearance (FONSI issued) Combined Project -	14 months
--------------------------------------------------------------	-----------

Engineer Starts PSE upon Approval of Schematic and Complete to 100% PSE -	9 months
------------------------------------------------------------------------------	----------

Construction Hachar Portion -	18 months
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Construction of Combined Project -	30 months
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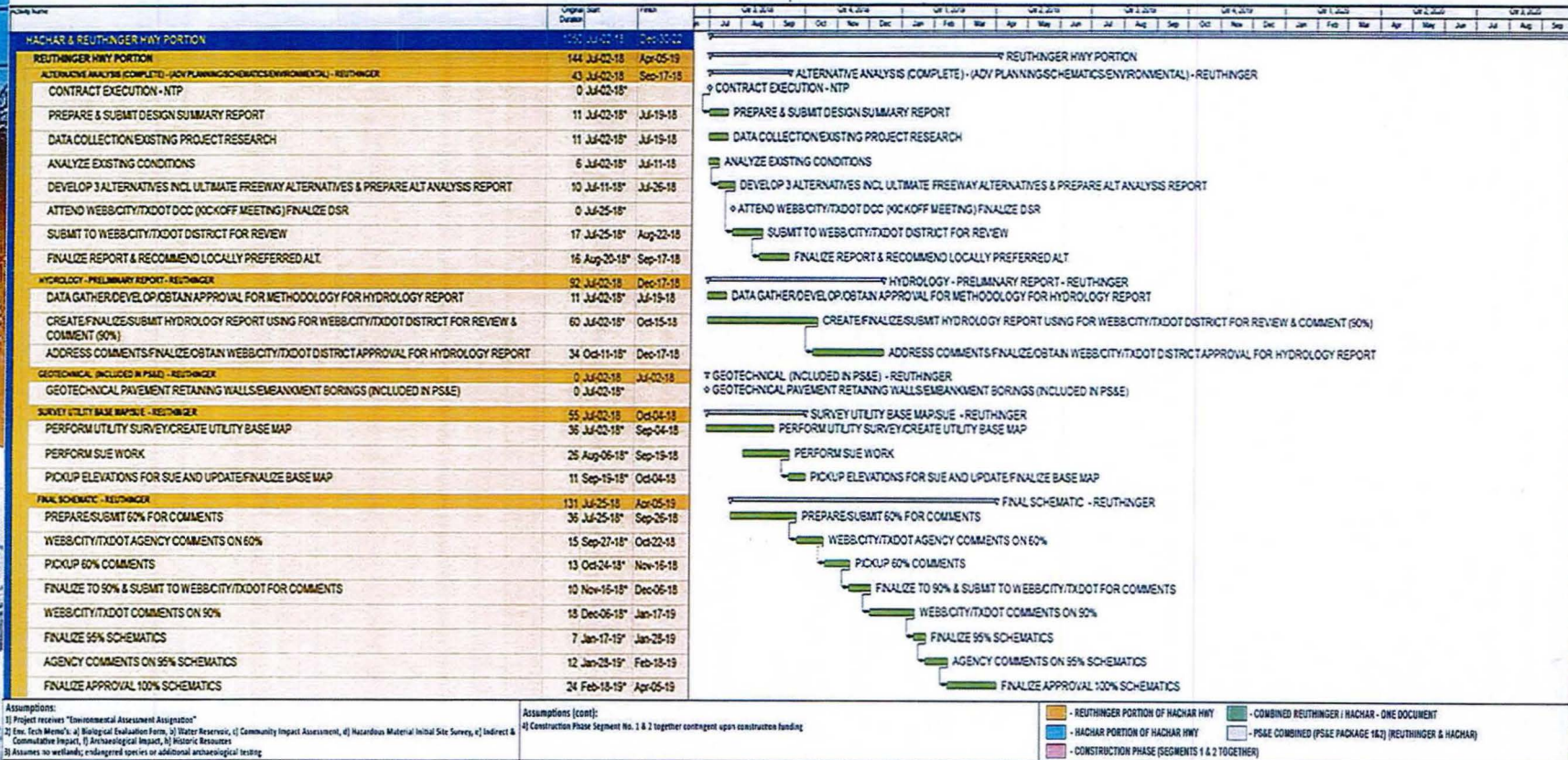
6.0 Detailed Development Schedule



6.0 Detailed Development Schedule

DANNENBAUM ENGINEERING CORPORATION
 PROJECT NO. 5128-01
 CLIENT: COUNTY OF WEBB
 PROJECT TITLE: ADVANCED PLANNING HACHAR PORTION

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



6.0 Detailed Development Schedule

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

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

HACHAR HWY PORTION	220 Jul-02-18	Aug-30-19	HACHAR HWY PORTION
ALTERNATIVE ANALYSIS (COMPLETE) - (ADV PLANNING/SCHEMATICS/ENVIRONMENTAL) - HACHAR	43 Jul-02-18	Sep-17-18	ALTERNATIVE ANALYSIS (COMPLETE) - (ADV PLANNING/SCHEMATICS/ENVIRONMENTAL) - HACHAR
CONTRACT EXECUTION - NTP	0 Jul-02-18*		CONTRACT EXECUTION - NTP
PREPARE & SUBMIT DESIGN SUMMARY REPORT	11 Jul-02-18*	Jul-19-18	PREPARE & SUBMIT DESIGN SUMMARY REPORT
DATA COLLECTION/EXISTING PROJECT RESEARCH	11 Jul-02-18*	Jul-19-18	DATA COLLECTION/EXISTING PROJECT RESEARCH
ANALYZE EXISTING CONDITIONS	6 Jul-02-18*	Jul-11-18	ANALYZE EXISTING CONDITIONS
DEVELOP 3 ALTERNATIVES INCL ULTIMATE FREEWAY ALTERNATIVES & PREPARE ALTERNATIVES ANALYSIS RE	10 Jul-11-18*	Jul-26-18	DEVELOP 3 ALTERNATIVES INCL ULTIMATE FREEWAY ALTERNATIVES & PREPARE ALTERNATIVES ANALYSIS REPORT
ATTEND WEBB/CITY/TXDOT DCC (KICKOFF MEETING) FINALIZE DSR	0 Jul-25-18*		ATTEND WEBB/CITY/TXDOT DCC (KICKOFF MEETING) FINALIZE DSR
SUBMIT TO WEBB/CITY/TXDOT DISTRICT FOR REVIEW	17 Jul-25-18*	Aug-22-18	SUBMIT TO WEBB/CITY/TXDOT DISTRICT FOR REVIEW
FINALIZE REPORT & RECOMMEND LOCALLY PREFERRED ALT.	16 Aug-20-18*	Sep-17-18	FINALIZE REPORT & RECOMMEND LOCALLY PREFERRED ALT.
HYDROLOGY - PRELIMINARY REPORT - HACHAR	82 Jul-02-18	Dec-17-18	HYDROLOGY - PRELIMINARY REPORT - HACHAR
DATA GATHER/DEVELOP/OBTAIN APPROVAL FOR METHODOLOGY FOR HYDROLOGY REPORT	11 Jul-02-18*	Jul-19-18	DATA GATHER/DEVELOP/OBTAIN APPROVAL FOR METHODOLOGY FOR HYDROLOGY REPORT
CREATE/FINALIZE/SUBMIT HYDROLOGY REPORT USING FOR WEBB/CITY/TXDOT DISTRICT FOR REVIEW & COA	60 Jul-02-18*	Oct-15-18	CREATE/FINALIZE/SUBMIT HYDROLOGY REPORT USING FOR WEBB/CITY/TXDOT DISTRICT FOR REVIEW & COMMENT (50%)
ADDRESS COMMENTS/FINALIZE/OBTAIN WEBB/CITY/TXDOT DISTRICT APPROVAL FOR HYDROLOGY REPORT	34 Oct-11-18*	Dec-17-18	ADDRESS COMMENTS/FINALIZE/OBTAIN WEBB/CITY/TXDOT DISTRICT APPROVAL FOR HYDROLOGY REPORT
GEOTECHNICAL (INCLUDED IN PS&E) - HACHAR	0 Jul-02-18	Jul-02-18	GEOTECHNICAL (INCLUDED IN PS&E) - HACHAR
GEOTECHNICAL PAVEMENT RETAINING WALLS/EMBANKMENT BORINGS (INCLUDED IN PS&E)	0 Jul-02-18*		GEOTECHNICAL PAVEMENT RETAINING WALLS/EMBANKMENT BORINGS (INCLUDED IN PS&E)
FINALIZE SURVEY UTILITY BASE MAP/SUE (COMPLETED) - HACHAR	56 Jul-02-18	Oct-08-18	FINALIZE SURVEY UTILITY BASE MAP/SUE (COMPLETED) - HACHAR
PERFORM UTILITY SURVEY/CREATE UTILITY BASE MAP - (COMPLETED)	36 Jul-02-18*	Sep-04-18	PERFORM UTILITY SURVEY/CREATE UTILITY BASE MAP - (COMPLETED)
PERFORM SUE WORK	26 Aug-06-18*	Sep-19-18	PERFORM SUE WORK
PICKUP ELEVATIONS FOR SUE AND UPDATE/FINALIZE BASE MAP	11 Sep-20-18*	Oct-08-18	PICKUP ELEVATIONS FOR SUE AND UPDATE/FINALIZE BASE MAP

Assumptions:

- 1) Project receives "Environmental Assessment Authorization"
- 2) Env. Tech Memo's w/ Biological Evaluation Form, 3) Water Resource, 4) Community Impact Assessment, 5) Hazardous Material Initial Site Survey, 6) Inland & Cumulative Impact, 7) Archaeological Impact, 8) Historic Resources
- 3) Assumes no wetlands; endangered species or additional archaeological testing

Assumptions (cont):

- 4) Construction Phase Segment No. 1 & 2 together contingent upon construction funding

- - REUTHINGER PORTION OF HACHAR HWY
- - HACHAR PORTION OF HACHAR HWY
- - COMBINED REUTHINGER / HACHAR - ONE DOCUMENT
- - PS&E COMBINED (PS&E PACKAGE 1&2) (REUTHINGER & HACHAR)
- - CONSTRUCTION PHASE (SEGMENTS 1 & 2 TOGETHER)

City Council-Regular

Meeting Date: 08/05/2019

Staff Source: J. K. Snideman

SUBJECT

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

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

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

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

Fiscal Impact

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

FINANCIAL IMPACT:

Funds are available in the 2016 CO Bond.

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

Attachments

Hachar Reuthinger Extension Interlocal

Resolution

Letter

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

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

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

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

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

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

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

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

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

Now, therefore, City and County agree as follows:

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

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

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

TO THE CITY:

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

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

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

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

ATTEST:

WEBB COUNTY
A political subdivision of the
State of Texas

Margie Ramirez Ibarra
Webb County Clerk

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

APPROVED AS TO FORM:

Nathan R. Bratton
General Counsel
Civil Legal Division

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

CITY OF LAREDO
A Texas municipal corporation.

ATTEST:

Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale
City Attorney

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

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

RESOLUTION NO. 2019-R-___

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

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

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

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

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

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

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

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

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

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

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

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

Section 2: This Resolution is effective immediately upon passage.

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

PETE SAENZ
MAYOR

ATTESTED:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY

July 23, 2019

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

Via E-mail: gbcuellar@webbcountytexas.gov

Via Hand-Delivery

Received by:

MARTHA H. PALACIOS

Printed Name

OFFICE MANAGER

Title

Martha H. Palacios

Signature

Date Received:

7/23/19 3:08pm

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

Dear Mr. Cuellar,

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

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

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

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

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

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

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

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

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

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

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

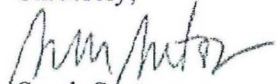
Moreover, Webb Commercial has concerns with regards to: (i) the access of the four corners created by the intersection of the Proposed Highway and Beltway Parkway to the access roads of the Proposed Highway given access restrictions at the intersection; (ii) the timing of the construction of the shoulders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

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

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

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

Sincerely,


Sarah Santos

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

Via CMRRR: 7017 2620 0000 1409 6373

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

Via CMRRR: 7017 2620 0000 1409 6380

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

Via CMRRR: 7017 2620 0000 1409 6397

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

Via CMRRR: 7017 2620 0000 1409 6403

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

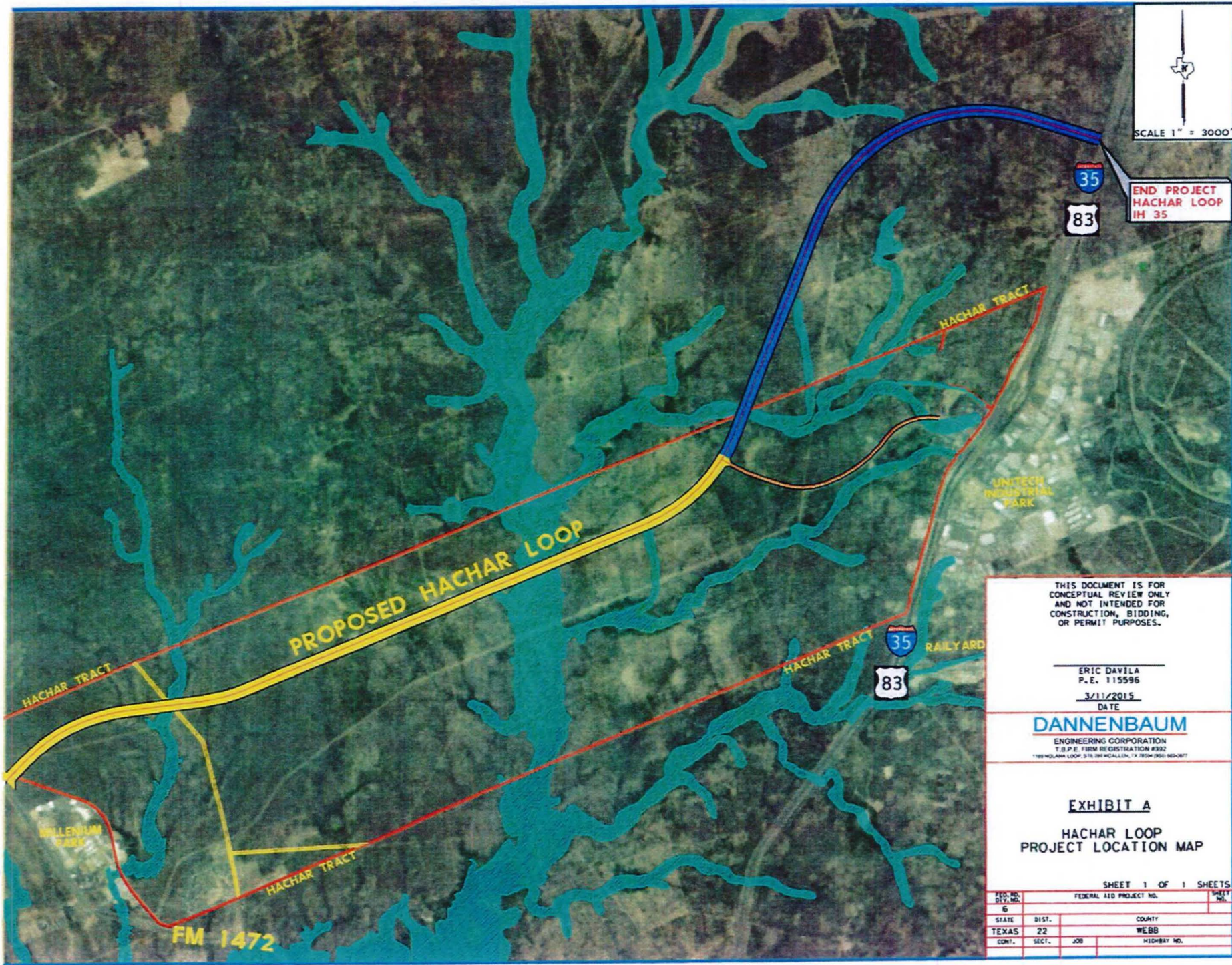
Via CMRRR: 7018 1830 0000 5535 1452

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

Via CMRRR: 7018 1830 0000 5535 1469

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

Exhibit A



SCALE 1" = 3000'

END PROJECT
HACHAR LOOP
IH 35

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

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

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1188 HOLMAN LOOP, SUITE 200, HOUSTON, TX 77058-2801

EXHIBIT A
HACHAR LOOP
PROJECT LOCATION MAP

SHEET 1 OF 1 SHEETS

FED. PROJ. 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 san marino.mx

Your comments (use additional sheets if necessary): I HAVE HAD A CONVERSATION WITH GUSTAVO LOPEZ (DANNENBAUM) DURING WHICH THE CONCERNS OF WEBB AND POSSIBLE SOLUTIONS WERE DISCUSSED. WEBB INTENDS TO PROVIDE A WRITTEN STATEMENT OF ITS POSITION TO 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 UNDUÉ 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 MILES EAST OF BELTWAY

PARKWAY. WEBB BELIEVES THAT THE LOOP SHOULD EXTEND TO

THE BOUNDARY OF THE HACHAR AND REUTHINGER TRACT.

WEBB BELIEVES ALL OF THOSE ISSUES CAN BE RESOLVED AND

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

LAREDO AND ADJOINING LANDOWNERS IN REACHING THE

NECESSARY RESOLUTIONS.

SINCERELY

IRMA G. GARZA MONTANON

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. 1500132

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.

D. Hachar
David A. Hachar

Lilia Joannette Hachar
Lilia Joannette Hachar

Lilia Ethel Jasso
Lilia Ethel Jasso

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

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

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

By: *George L. Hachar, Jr.*
George L. Hachar, Jr., Trustee

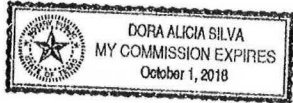
Nicolas David Hachar Estate Trust
aka N.D Hachar Estate Trust

By: *Louis P. LaVaude*
Louis P. LaVaude, Trustee

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

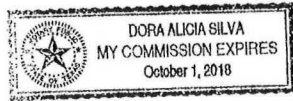


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

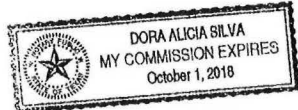


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

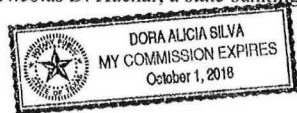


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

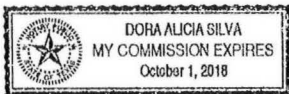


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

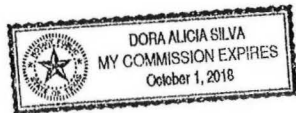


Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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



Dora Alicia Silva
NOTARY PUBLIC, STATE OF TEXAS



LEGAL DESCRIPTION

Centerline Access Easement out of a 185.43 acre tract

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

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

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

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



www.howlandcompanies.com

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

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



Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

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

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

Cm. Altgelt was not present.

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

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

Moved: Cm. Torres

Second: Cm. Balli

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

- 34. 2018-R-95 Authorizing the City's Delinquent Tax Attorney to arrange for the auction by the Webb County Sheriff, pursuant to Section 34.05 (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 Rosano	\$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 Unitedec Overpass across the Hachar Trust property to FM 1472 (Mines Road); and providing an effective date.

Motion to adopt Resolution 2018-R-096.

Moved: Cm. Balli

Cm. Altgelt was not present.

XIII (b) MOTIONS

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

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

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

City Council-Regular

Meeting Date: 07/16/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Nathan Bratton

SUBJECT

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

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal impact to be determined by the agreement.

RESOLUTION NO. 2018-R-96

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETE SAENZ
MAYOR

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM ONLY:

Kristina Laurel Hale
City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

Exhibit A to 2018-R-95

Agreement

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

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

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

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

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

ARTICLE I RECITALS

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

ARTICLE II AUTHORITY AND TERM

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

ARTICLE III DEFINITIONS

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

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

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

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

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

ARTICLE IV ECONOMIC DEVELOPMENT GRANTS

1. Grants

- (a) Subject to the satisfaction of all the terms and conditions of this Agreement, the City agrees to provide Developer with a Grant of not more than Two Hundred Seventy-Five Thousand Dollars (\$275,000.00). The Grant shall be paid as follows:
 - (1) A payment of grant funds in the lump sum amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) within 30 days of the submission by Developer of a complete Schematic and Environmental Document (for an overweight corridor traversing the N.D Hachar Tract and the Reuthinger family tract from the Mines road to the west frontage road of 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