

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 19, 2018
1:30 p.m.

MEETING AGENDA

CITY SECRETARY'S OFFICE

2018 NOV 16 AM 10:31

RECEIVED

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

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

- IV. ITEMS REQUIRING POLICY COMMITTEE ACTION
 - A. Approval of the minutes for the meeting held on September 17, 2018 and October 15, 2018.
 - B. Receive public testimony and initiate a 20 day public review and comment period on the proposed adoption of the pavement, bridge, and travel time reliability performance measures and targets, established by the Texas Department of Transportation (TxDOT), as required by Fixing America's Surface Transportation Act of 2015 (FAST), which are as follows:

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

C. A motion to authorize the request to FHWA for the reclassification of highway FM 3338 (Las Tiendas Rd) from FM 1472 to SH 255. The highway must be reclassified from Rural Minor Collector to Rural Major Collector in order to qualify for federal construction funds.

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

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

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

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

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

VI. ADJOURNMENT

THIS NOTICE WAS POSTED AT THE MUNICIPAL GOVERNMENT OFFICES, 1110 HOUSTON STREET, LAREDO, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES. SAID NOTICE WAS POSTED BY NOVEMBER 16TH, 2018, 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 900 Flores. Accessible parking spaces are located at City Hall, 1110 Victoria.

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

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

Información en Español: Si usted desea esta información en español o si desea explicación sobre el contenido, por favor llámenos al teléfono (956) 794-1623 o comuníquese con nosotros mediante correo electrónico a vguerra@ci.laredo.tx.us.

CITY OF LAREDO REPRESENTATIVES:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Charlie San Miguel, City Councilmember, District VI
Honorable George Altgelt, City Councilmember, District VII

LAREDO MASS TRANSIT BOARD REPRESENTATIVE:

Honorable Roberto Balli, City Councilmember, District VIII

COUNTY OF WEBB REPRESENTATIVES:

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

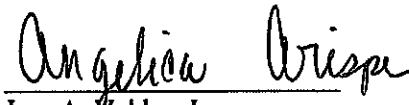
STATE REPRESENTATIVES:

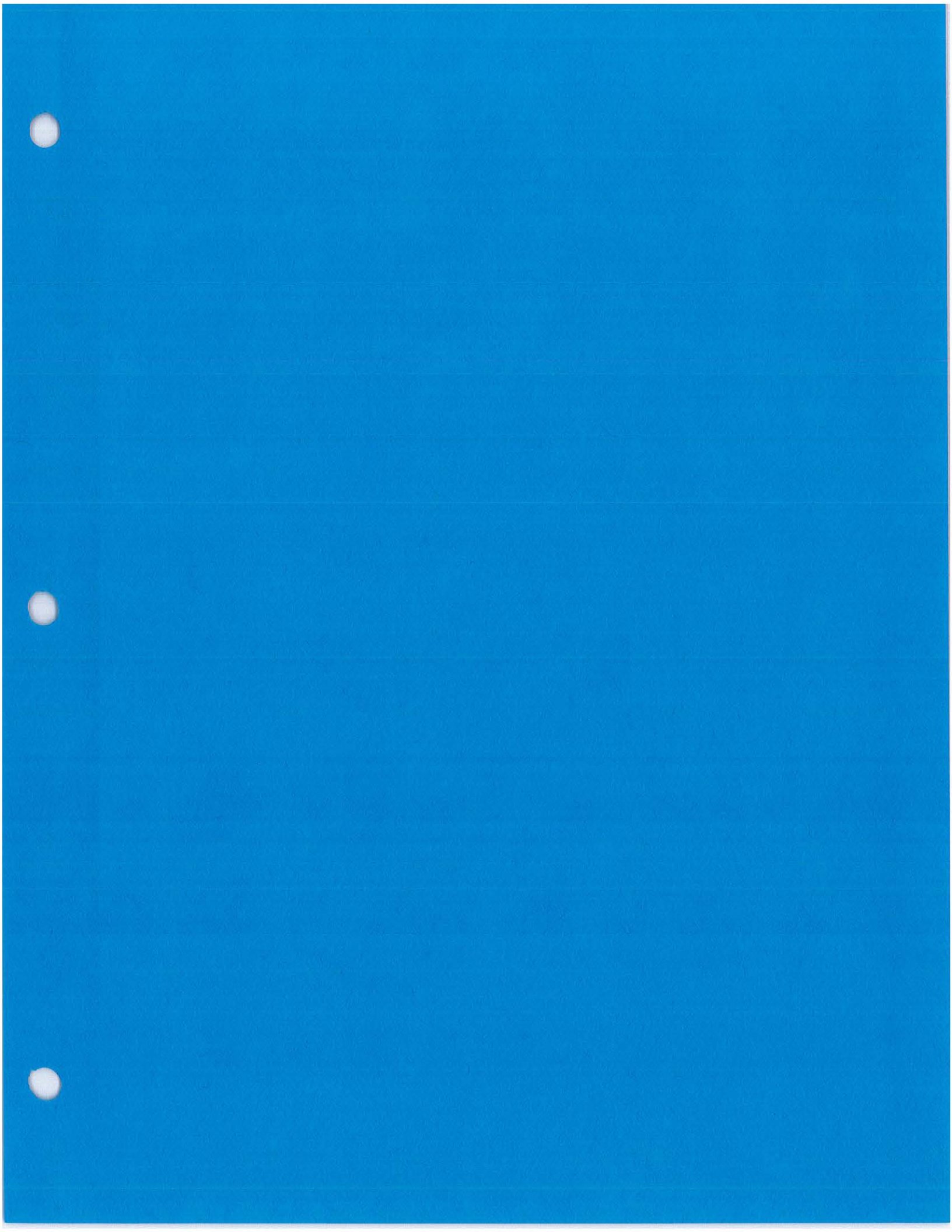
Mr. David M. Salazar, Jr., P.E., District Engineer
Ms. Melisa Montemayor, District Administrator

**** EX-OFFICIO ****

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


Vanessa Guerra
Acting MPO Director


for Jose A. Valdez, Jr.
City Secretary



Laredo Urban Transportation Study

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



MINUTES OF THE SEPTEMBER 17, 2018 MEETING

Regular members present:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Tano E. Tijerina, Webb County Judge
Honorable John Galo, Webb County Commissioner, Pct. 3
Honorable George Altgelt, City Councilmember, District VII
Honorable Melisa Montemayor, District Administrator
David Salazar, TxDOT District Engineer (joined the meeting at 1:48 p.m.)

Regular members not present:

Honorable Charlie San Miguel, City Councilmember, District VI
Honorable Roberto Balli, City Councilmember, District VIII
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1

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: Cynthia Collazo, City Manager's Office
Vanessa Guerra, City Planning/LUTS Staff
Angie Quijano, City Planning/LUTS Staff
Eduardo Bernal, Transit, El Metro
Robert Eads, City of Laredo Traffic Safety
Robert Peña, City of Laredo Traffic Safety
Mario Maldonado, Airport

State: Sara Garza, TxDOT
Mike Graham, TxDOT
Ana Duncan, TxDOT
Roberto Rodriguez, TxDOT
Danny Magee, TxDOT
Carlos Rodriguez, TxDOT

County: Luis Perez Garcia, Webb County Engineering
Others: Julia Wallace, Laredo Morning Times
Antonio Rodriguez, Howard, Needles, Tammen, & Bergendoff
(HNTB, Inc.)
Victoria Dominguez, City of Laredo Real Estate
Ricardo Ramos, Arcadis

I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Pete Saenz called the meeting to order at 1:32 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 20, 2018.

Judge Tijerina made a motion to approve the minutes of August 20, 2018.

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

Motion carried unanimously

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

Mayor Saenz stated he had reached out to Mr. Albert Muller but has not been successful. He stated CM. Altgelt will be reaching out to his son Albert Jr.

CM. Altgelt stated there was a section owned by Muller Development that needed to be dedicated in order to move forward with the River Road Project. He stated said project was an alternate route to hopefully help alleviate traffic in the Mines Road area.

Mayor Saenz stated the proposed meeting with Mr. Muller should include the City Manager.

CM. Altgelt made a motion requesting TxDOT give a presentation to the MPO Committee on funding availability for FM 1472 relief route. The presentation should include a road map for the implementation of the project, including Right-of-Way (ROW) acquisition.

Second: Judge Tijerina

CM. Salazar joined the meeting at 1:48 p.m.

Tony Rodriguez, HNTB, Inc. stated the RMA was currently reviewing the Advance Funding Agreement (AFA) for the proposed Transportation Planning Study.

Melisa Montemayor, TxDOT, stated the AFA was anticipated to be ready for execution in early October.

CM. Altgelt withdrew his motion.

Judge Tijerina withdrew his second.

CM. Galo made a motion to **move up** item V-C.

Second: Judge Tijerina
For: 5
Against: 0
Abstained: 0

Motion carried unanimously

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

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

Tony Rodriguez, HNTB, Inc. stated that the RMA would soon be considering the approval of the Los Presidentes Plans, Specifications, and Estimates (PS&E), which was approved for funding by City Council.

He stated the RMA was also reviewing the drafts of the local agreements for the Killam Industrial Turn Lane Project and the Vallecillo Road Pass Through Financing project. He

also stated the RMA would be meeting with Killam in the next week or so to finalize their commitment to the project.

Mr. Rodriguez stated the RMA would like to present to City Council on the Loop 20 South Transportation Reinvestment Zone during the meeting of October 15th.

Mario Maldonado, Airport Director, stated negotiations were ongoing with an engineering company for the proposed Port Study. He stated the item may move forward for City Council approval in October.

He stated the study would include all international bridge crossings, traffic studies, revenue studies, and infrastructure improvements for the port.

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

Luis Perez Garcia, Webb County Engineer, stated TxDOT had asked the County for additional information regarding project management on the Reuthinger portion of the project. He stated the County was preparing a letter to TxDOT assigning a project manager.

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

A. Presentation and discussion on the benefits of transferring the US 59 overpass funds to the frontage roads. TxDOT is proposing to transfer \$96.93 Million from the construction of US 59 Interchanges at Del Mar Blvd, Shiloh Dr., International Airport, Jacaman Rd, and University Blvd (CSJs: 0086-14-075,076,077,078,and 079) to the construction of US 59 Frontage Roads between US 59 and International Blvd (CSJs: 0086-14-086,087,088,and 089).

CSJ	Description	Limits	Cons Cost (Mill)	Funding		
				Category 2 (Mill)	Category 12 (Mill)	CBI (Mill)
0086-14-075	Construction of Interchange	US 59/ Del Mar	\$ 24.10	\$ 24.10		
0086-14-076	Construction of Interchange	US 59/ Shiloh	\$ 21.50	\$ 21.50		
0086-14-077	Construction of Interchange	US 59/ Airport	\$ 14.79	\$ 12.36		\$ 2.43
0086-14-078	Construction of Interchange	US 59/ Jacaman	\$ 19.69	\$ 2.69	\$ 17.00	
0086-14-079	Construction of Interchange	US 59/ University Blvd	\$ 16.85	\$ 16.85		
			\$	\$	\$	\$
			Total 96.93	77.50	17.00	2.43

Roberto Rodriguez, Mike Graham, and Ana Duncan gave a brief presentation on the item.

Mike Graham, TxDOT stated the development of the environmental document was in progress and was awaiting 6F clearance.

Roberto Rodriguez, TxDOT, stated TxDOT had received a proposed schematic from the County and was being updated by TxDOT consultants. He also stated the PS&E was under development and the ROW mapping was in progress, pending the environmental clearance and updated survey. Mr. Rodriguez stated the benefits of building the frontage roads prior to building the overpass included:

- Limited access to properties/business
- Additional construction cost-construction performed to connect interchanges will be demolish for next phase
- Traffic Control Plan 3

Mayor Saenz requested to revisit the item and develop cost estimates.

Mrs. Montemayor, TxDOT, stated they would revisit the item at the November meeting.

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

The status report was given earlier during the meeting.

VI. ADJOURNMENT

CM. Galo made a motion to adjourn the meeting at 2:41 p.m.

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

Motion carried unanimously

Vanessa Guerra,
Interim MPO Director

Pete Saenz, Mayor and LUTS
Chairperson



Laredo Urban Transportation Study

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

MINUTES OF THE OCTOBER 15, 2018 MEETING

NO QUORUM

I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Saenz called the meeting to order at 1:31 p.m.

II. CHAIRPERSON TO CALL ROLL

Mayor Saenz verified that a quorum did not exist.

Regular members present:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Tano E. Tijerina., Webb County Judge

Regular members not present:

Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1
Honorable John Galo, Webb County Commissioner, Pct. 3
Honorable Roberto Balli, City Councilmember, District VIII
David M. Salazar, TxDOT
Melisa Montemayor, TxDOT
Honorable George Altgelt, City Councilmember, District VII
Honorable Charlie San Miguel, City Councilmember, District VI

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: Vanessa Guerra, City Planning/LUTS Staff
Angie Quijano, City Planning/LUTS Staff
Eduardo Bernal, Transit, El Metro
Linda Teniente, City of Laredo Real Estate Division

Victoria Dominguez, Community Development

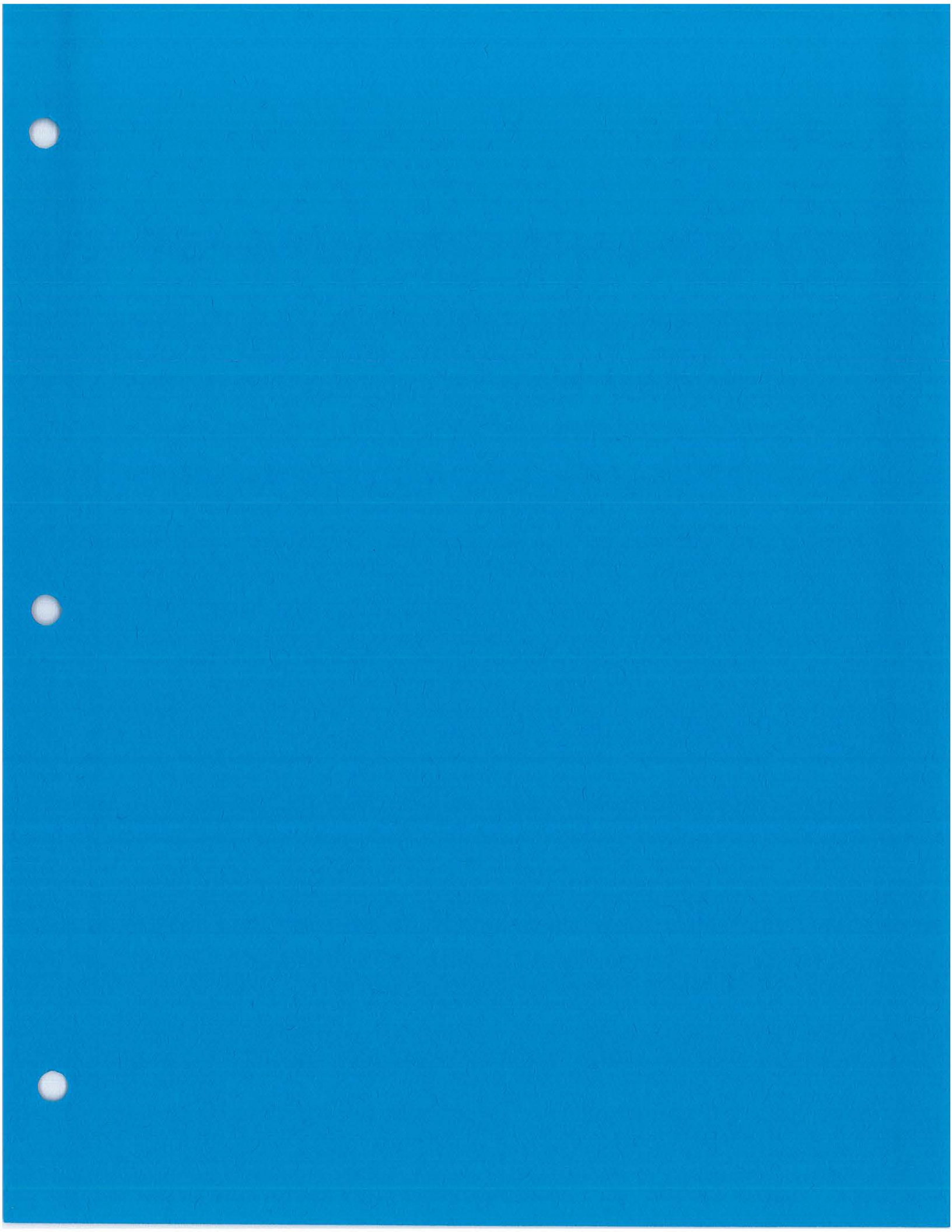
State: Sara Garza, TxDOT

County: Luis Perez Garcia, Webb County Engineering
Nathan R. Bratton, Webb County

Mayor Pete Saenz stated quorum was not achieved. No items were discussed and no action was taken. The meeting was adjourned at 1:33 p.m.

Vanessa Guerra,
Acting MPO Director

Pete Saenz,
Mayor and LUTS Chairperson



**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

DATE: 11-19-18	SUBJECT: MOTION Receive public testimony and initiate a 20 day public review and comment period on the proposed adoption of the pavement, bridge, and travel time reliability performance measures and targets, established by the Texas Department of Transportation (TxDOT), as required by Fixing America's Surface Transportation Act of 2015 (FAST), which are as follows:			
	Performance Measure		Baseline	2020 Target
Pavement on Interstate Highway (IH)				
% in "good" condition				66.40%
% in "poor" condition				0.30%
Pavement on Non- Interstate Highway (NHS)				
% in "good" condition		54.40%	52.00%	52.33%
% in "poor" condition		13.80%	14.30%	14.30%
NHS Bridge Deck Condition				
% in "poor" condition		0.88%	0.80%	0.80%
% in "good" condition		50.63%	50.58%	50.42%
Reliability				
IH Level of Travel Time Reliability		79.60%	61.20%	56.60%
Non-IH Travel Time Reliability				55.40%
Truck Travel Reliability		1.5	1.7	1.79

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

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

Pavement and Bridge Measures (PM2)

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

System Performance Measures (PM3)

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

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

BACKGROUND:

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

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

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

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

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



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

June 21, 2018

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

Attention: Michael Leary

Dear Mr. Alonzi:

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

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

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

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

Sincerely,

James M. Bass
Executive Director

Enclosure

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

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

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Angelica Quijano

From: Vanessa Guerra
Sent: Tuesday, November 13, 2018 11:27 AM
To: Angelica Quijano
Subject: FW: PM2 and PM3 Performance Targets
Attachments: Copy of Texas PM3 Target Setting - May 15 2018.xlsx; PM3 signed resolution 10-16-18 meeting.pdf; PM2 signed resolution 10-16-18 meeting.pdf; 2019 Safety PM Targets.docx; Submitted PM2_3 Fed targets.xlsx

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

All,

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

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

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

Summary of PM2 and PM3 Performance Measures:

PM2

Pavement Condition (4 Measures)

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

Bridge Condition (2 Measures)

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

PM3

Systems Performance – NHS (2 Measures)

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

Freight – Interstate Highways (1 Measure)

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

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

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

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

A Texas Department of Transportation (TxDOT) message

#EndTheStreakTX

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

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

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

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

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OUR VALUES: *People • Accountability • Trust • Honesty*

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An Equal Opportunity Employer

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

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

PART 3-
Performance-Based
Planning Under the
FAST Act

Performance Goals Under MAP-21

National Goals



TPM Elements



TPM Rulemakings by Regulatory Chapter

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

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

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

23 CFR Part 490

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

23 CFR Part 490

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

Performance-Based Planning (NEW)

Performance Measures

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

Performance-Based Planning (NEW)

Performance Targets

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

TPM Roles and Responsibilities

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

FHWA Roles

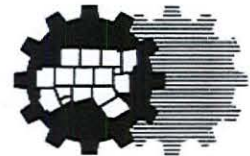
- FHWA is committed to State and MPO success!
 - ✓ Headquarters provides guidance and develops policies and tools
 - ✓ Divisions are responsible for program delivery
 - ✓ The Resource Center provides technical assistance and training

Pavement/Bridge Performance Measure Target Setting:

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

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

September 25, 2018



North Central Texas
Council of Governments

Regional Goals

Implement Required Federal Measures

National Performance

Support TxDOT Targets As Much As Possible

State Performance

Set Regional Goals To Improve Mobility

Regional Performance – Tell Our Story

Include in Metropolitan Transportation Plan (MTP)

Include in Transportation Improvement Program (TIP)



Relevant Dates

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



Regional Roadway System Components

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

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



Pavement – Good Condition

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

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



Pavement – Poor Condition

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

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



Bridges – Good Condition

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

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

* Based on total deck area

** Based on trend analysis



Bridges – Poor Condition

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

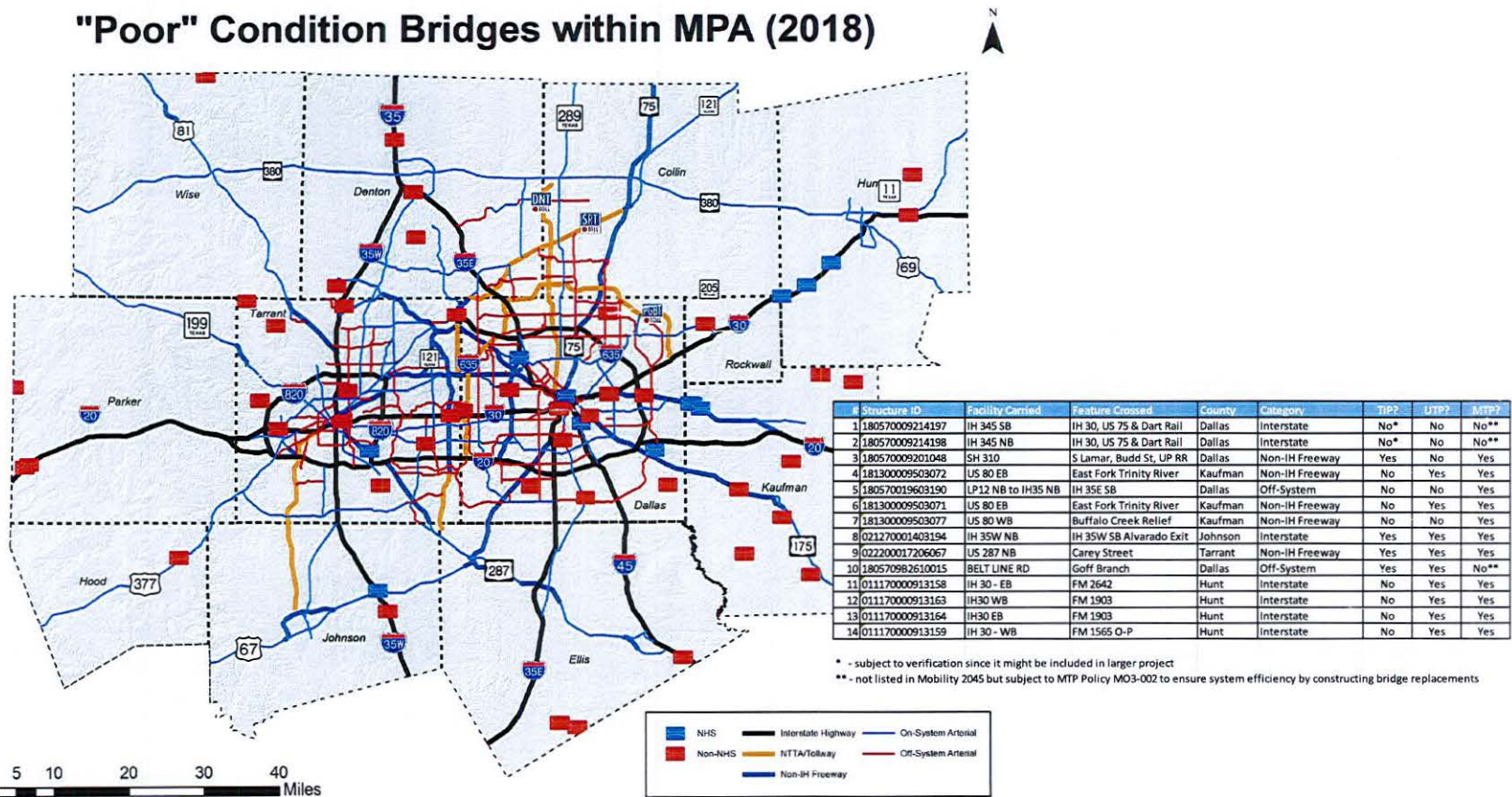
STATE OF TEXAS	
2018 Baseline Poor Condition (%)	0.88%
2022 Target Poor Condition (%)	0.80%
All NHS Facilities*	

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



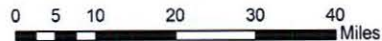
Poor Condition Bridges (2018) – NCTCOG

"Poor" Condition Bridges within MPA (2018)



#	Structure ID	Facility Carried	Feature Crossed	County	Category	TIR?	UTP?	MTP?
1	180570009214197	IH 345 SB	IH 30, US 75 & Dart Rail	Dallas	Interstate	No*	No	No**
2	180570009214198	IH 345 NB	IH 30, US 75 & Dart Rail	Dallas	Interstate	No*	No	No**
3	180570009201048	SH 310	S Lamar, Budd St, UP RR	Kaufman	Non-IH Freeway	Yes	No	Yes
4	18130009503072	US 80 EB	East Fork Trinity River	Kaufman	Non-IH Freeway	No	Yes	Yes
5	180570019603190	LP12 NB to IH35 NB	IH 35E SB	Dallas	Off-System	No	No	Yes
6	18130009503071	US 80 EB	East Fork Trinity River	Kaufman	Non-IH Freeway	No	Yes	Yes
7	18130009503077	US 80 WB	Buffalo Creek Relief	Kaufman	Non-IH Freeway	No	No	Yes
8	021270001403194	IH 35W NB	IH 35W SB Alvarado Exit	Johnton	Interstate	Yes	Yes	Yes
9	022200017206067	US 287 NB	Carey Street	Tarrant	Non-IH Freeway	Yes	Yes	Yes
10	180570982610015	BELT LINE RD	Goff Branch	Dallas	Off-System	Yes	Yes	No**
11	011170000913158	IH 30 - EB	FM 2642	Hunt	Interstate	No	Yes	Yes
12	011170000913163	IH30 WB	FM 1903	Hunt	Interstate	No	Yes	Yes
13	011170000913164	IH30 EB	FM 1903	Hunt	Interstate	No	Yes	Yes
14	011170000913159	IH 30 - WB	FM 1565 O-P	Hunt	Interstate	No	Yes	Yes

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



Staff Recommendations

Support TxDOT Pavement and Bridge Targets

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

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

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

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

DRAFT



Schedule

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



Questions

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Senior Program Manager

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(817) 695-9263

Jeffrey C. Neal

Program Manager

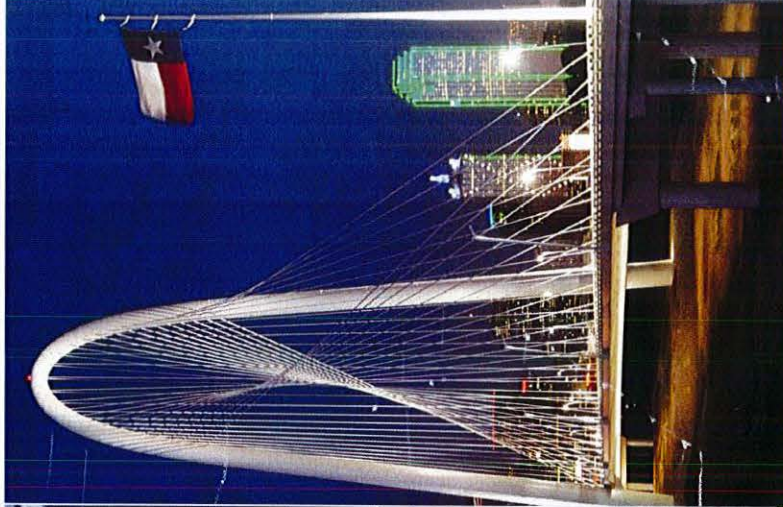
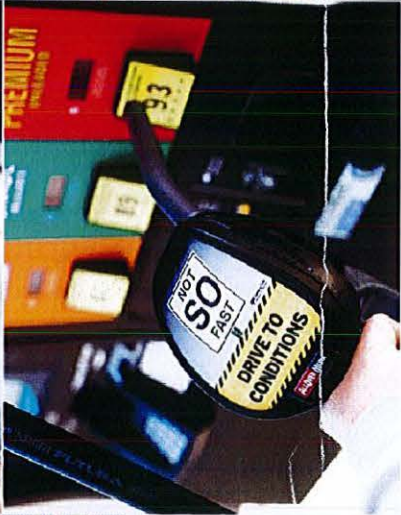
jneal@nctcog.org

(817) 608-2345





TEXAS DEPARTMENT OF TRANSPORTATION



BRIDGE PERFORMANCE MEASURES - TARGETS

National Bridge Performance Measures

National Bridge Performance Measures

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

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

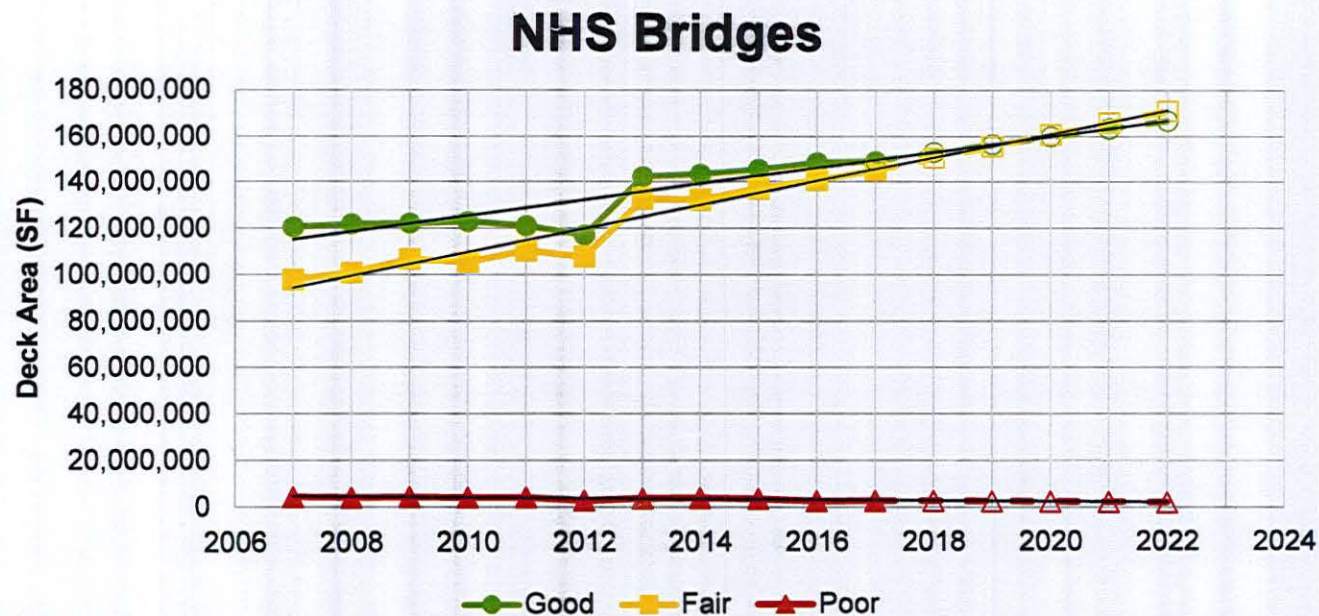
National Bridge Performance Measures

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

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

National Performance Measure Target Setting

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



National Performance Measure Target Setting

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

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

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

Other Bridge Performance Measures – Percent Good or Better

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

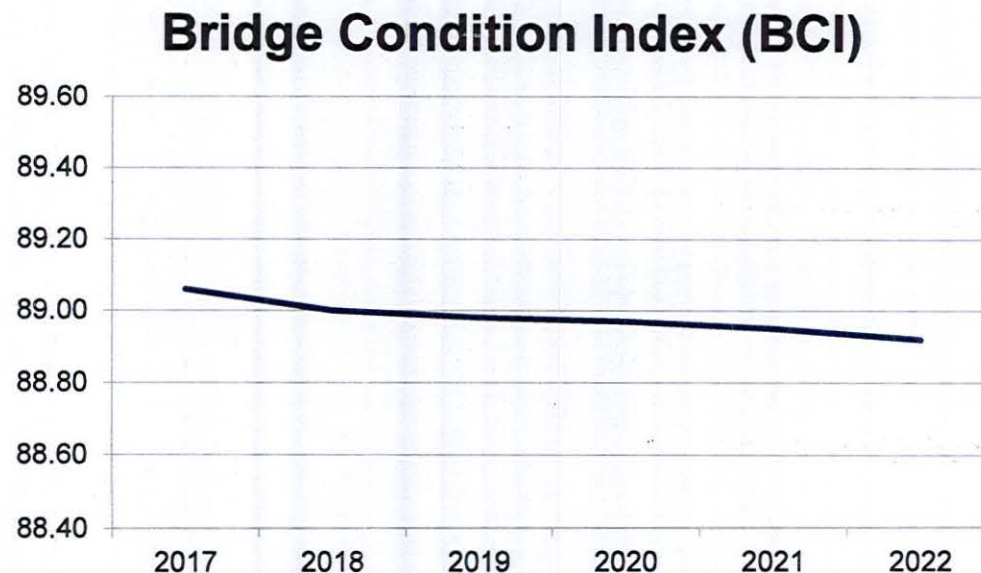
Other Bridge Performance Measures – Bridge Condition Index (BCI)

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

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

Other Bridge Performance Measures – Bridge Condition Index (BCI)

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





TEXAS DEPARTMENT OF TRANSPORTATION

PERFORMANCE TARGETS

Performance Targets

Interstate System	Non-Interstate NHS System
Percentage of pavements in "Good" condition	Percentage of pavements in "Good" condition
Percentage of pavements in "Poor" condition	Percentage of pavements in "Poor" condition

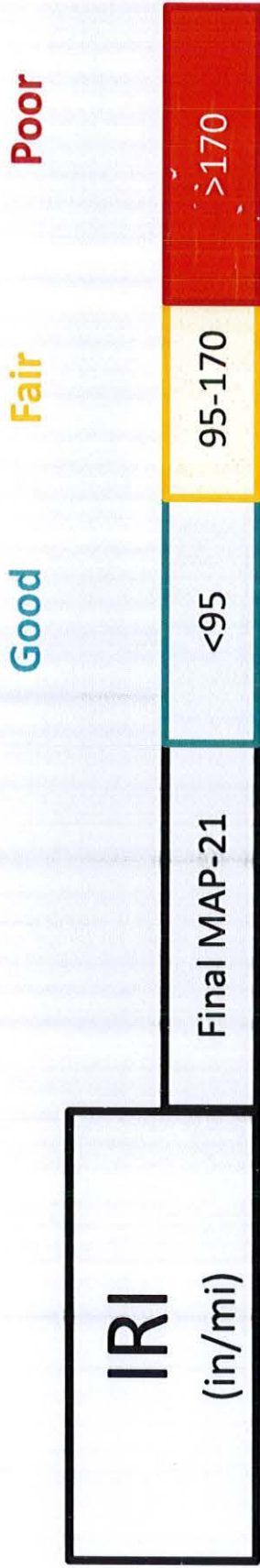
Pavement Condition Thresholds for Interstate

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

Calculation of Pavement Measures for NHS Interstate

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

Pavement Condition Thresholds for Non Interstate NHS



Performance Targets

- Interstate NHS
- Non Interstate NHS

Interstate

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

Flexible Pavement Data

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

Flexible Pavement Data

- ✓ IRI Good

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

- Rut Data Big difference in percent good between 5 point measurements and full transverse profile measurements. Will only use 2017 & 2018 to develop trends

CRCP Data

- IRI Historical Data is available for 0.1 mile

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

CRCP Data

✓ IRI

Good

○ Cracking

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

JCP Data

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

✓ IRI

Good

○ Cracking

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

○ Faulting

we will only use 2017 and 2018 for historical trends

Non Interstate NHS

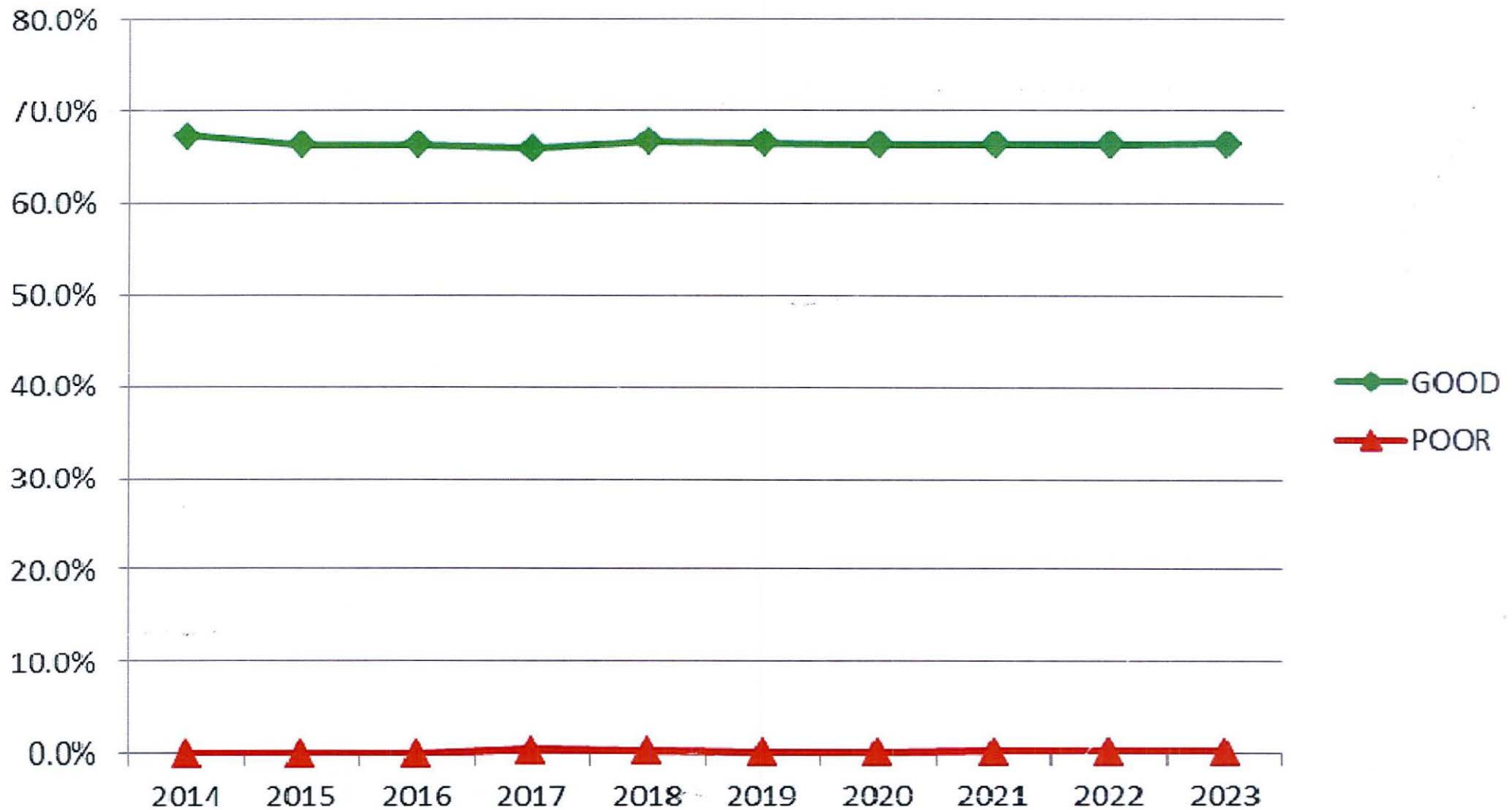
- Flexible Pavements IRI
- Continuous Reinforced Concrete Pavement (CRCP) IRI
- Jointed Concrete Pavement (JCP) IRI

Data

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

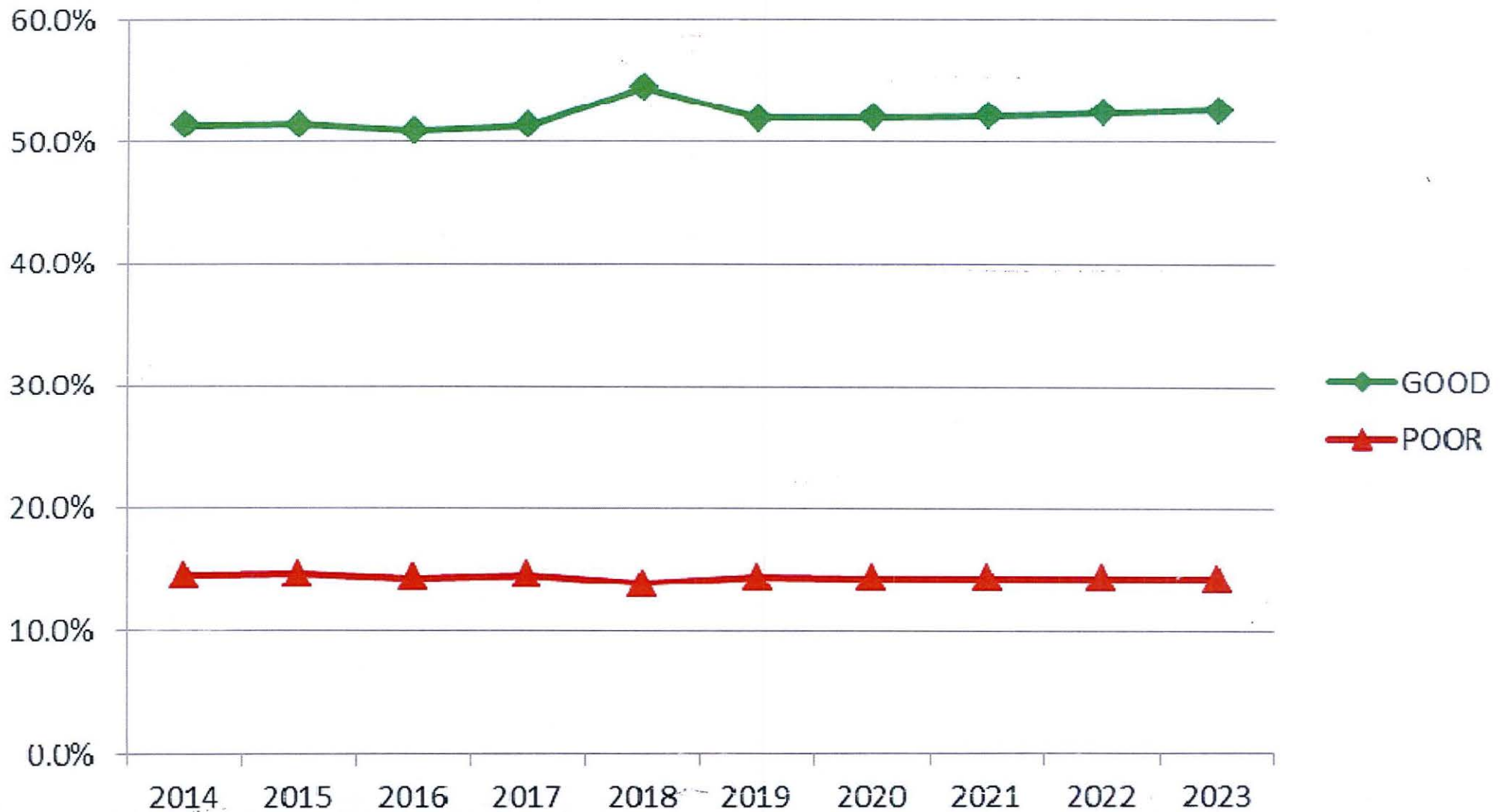
Performance Targets Interstate

IH (5 Year Moving Average Prediction)

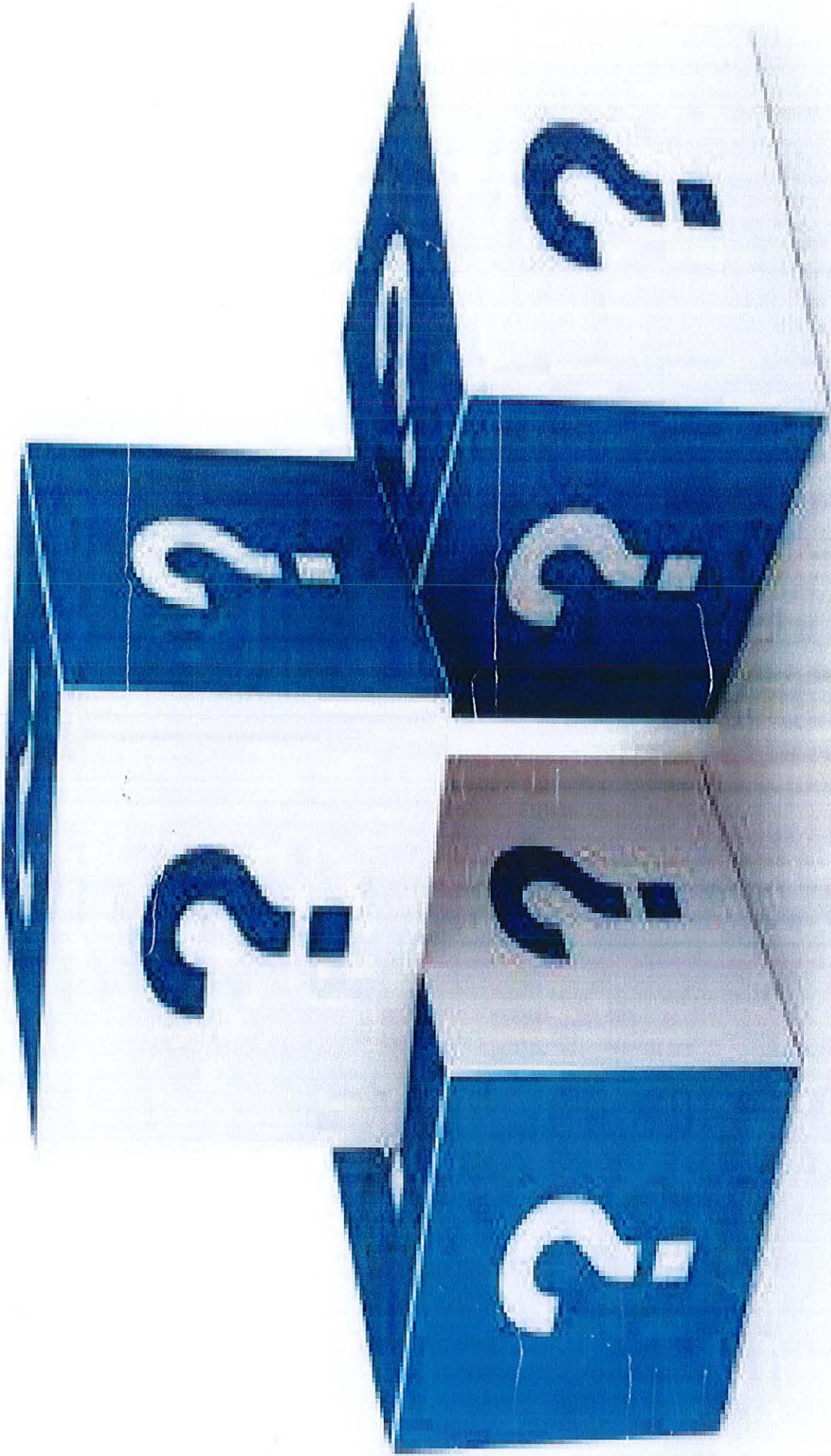


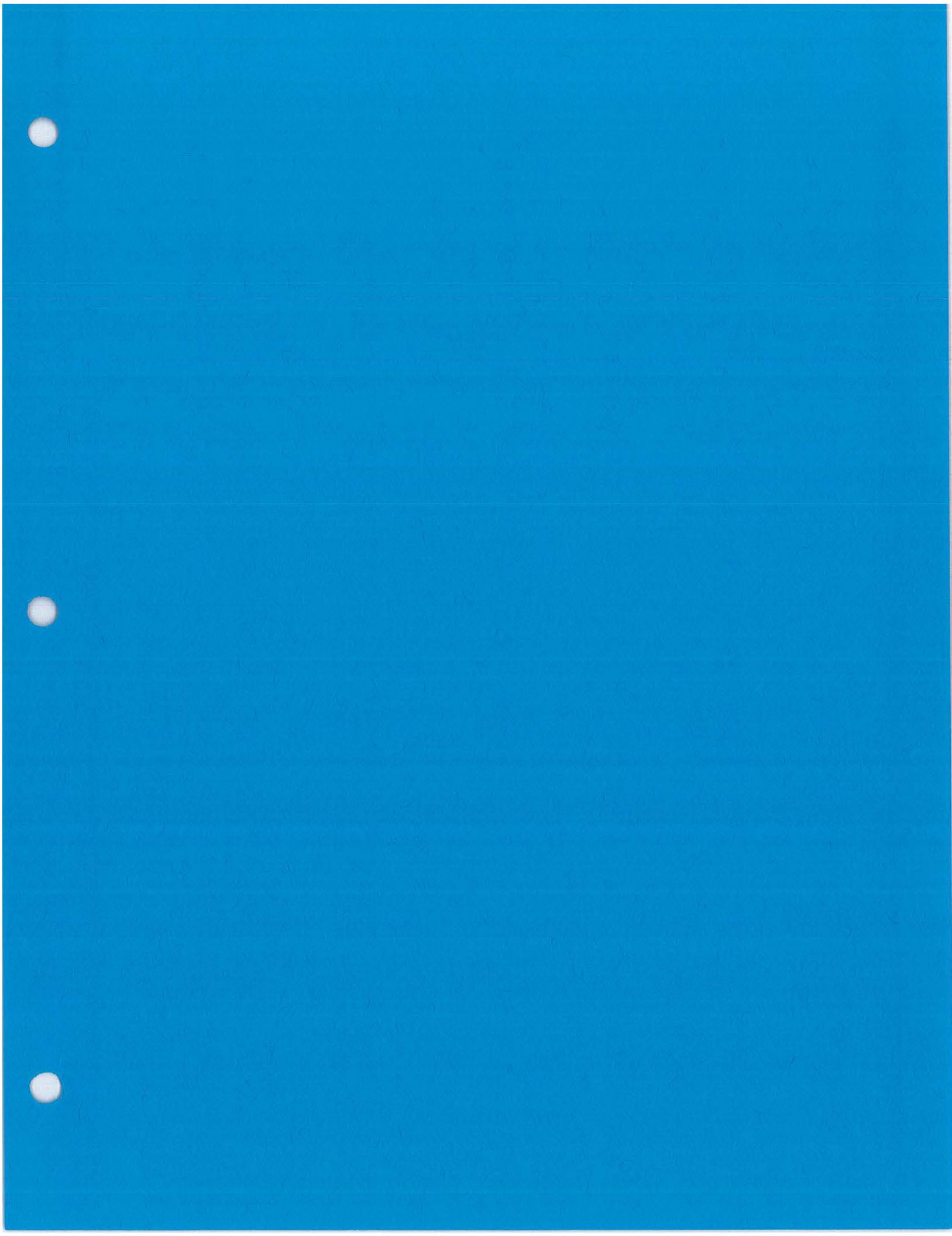
Performance Targets Non Interstate

NonIH (5 Year Moving Average Prediction)

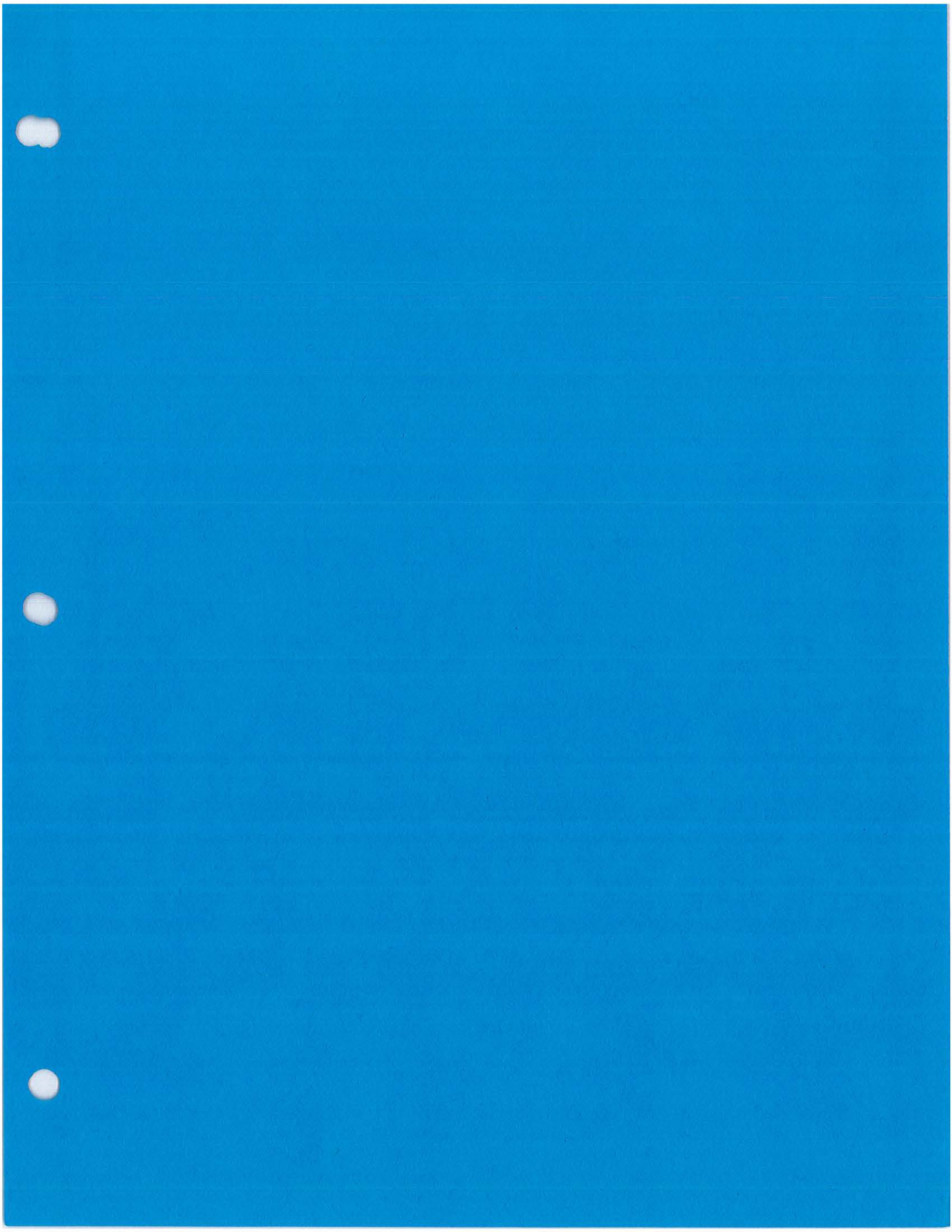


Questions





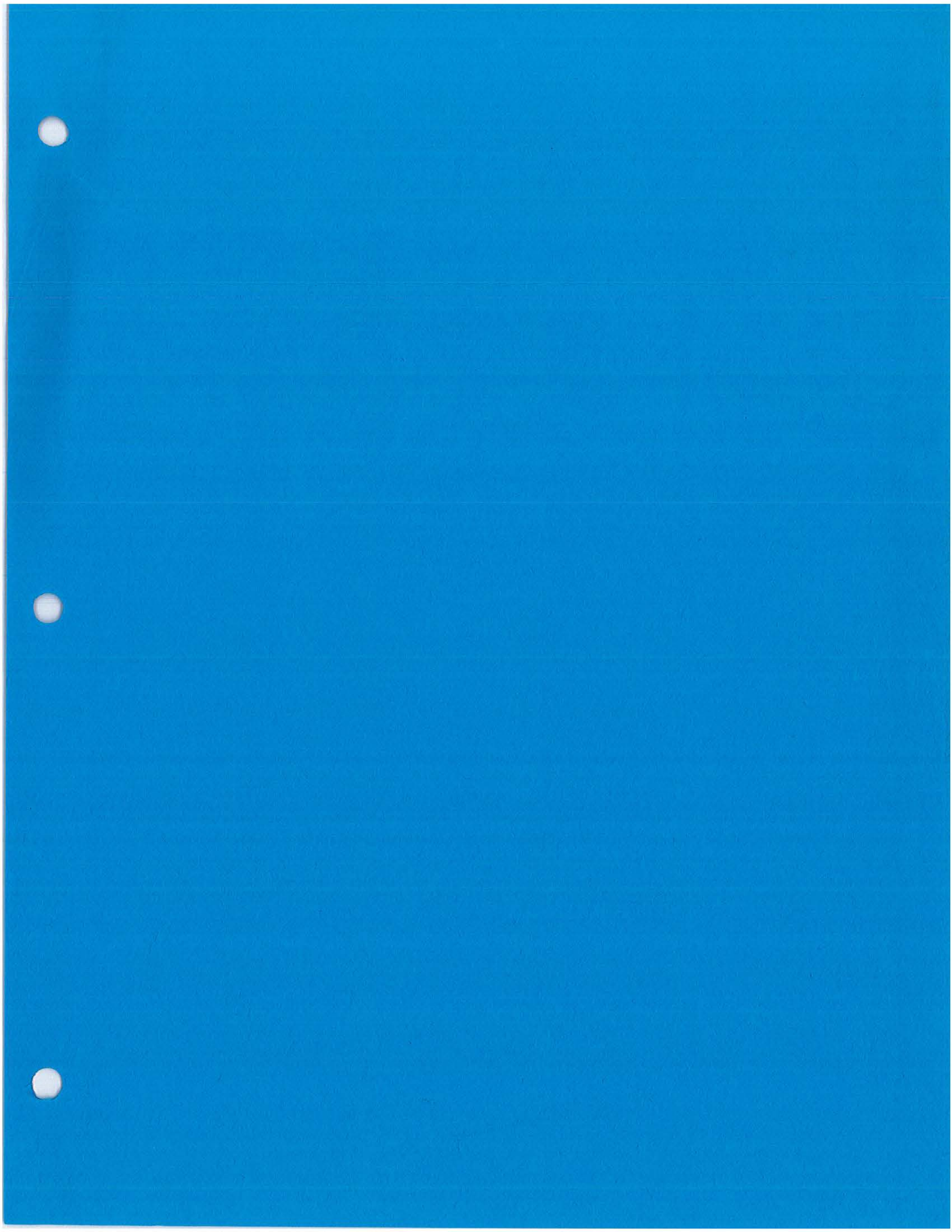
- C. A motion to authorize the request to FHWA for the reclassification of highway FM 3338 (Las Tiendas Rd) from FM 1472 to SH 255. The highway must be reclassified from Rural Minor Collector to Rural Major Collector in order to qualify for federal construction funds.



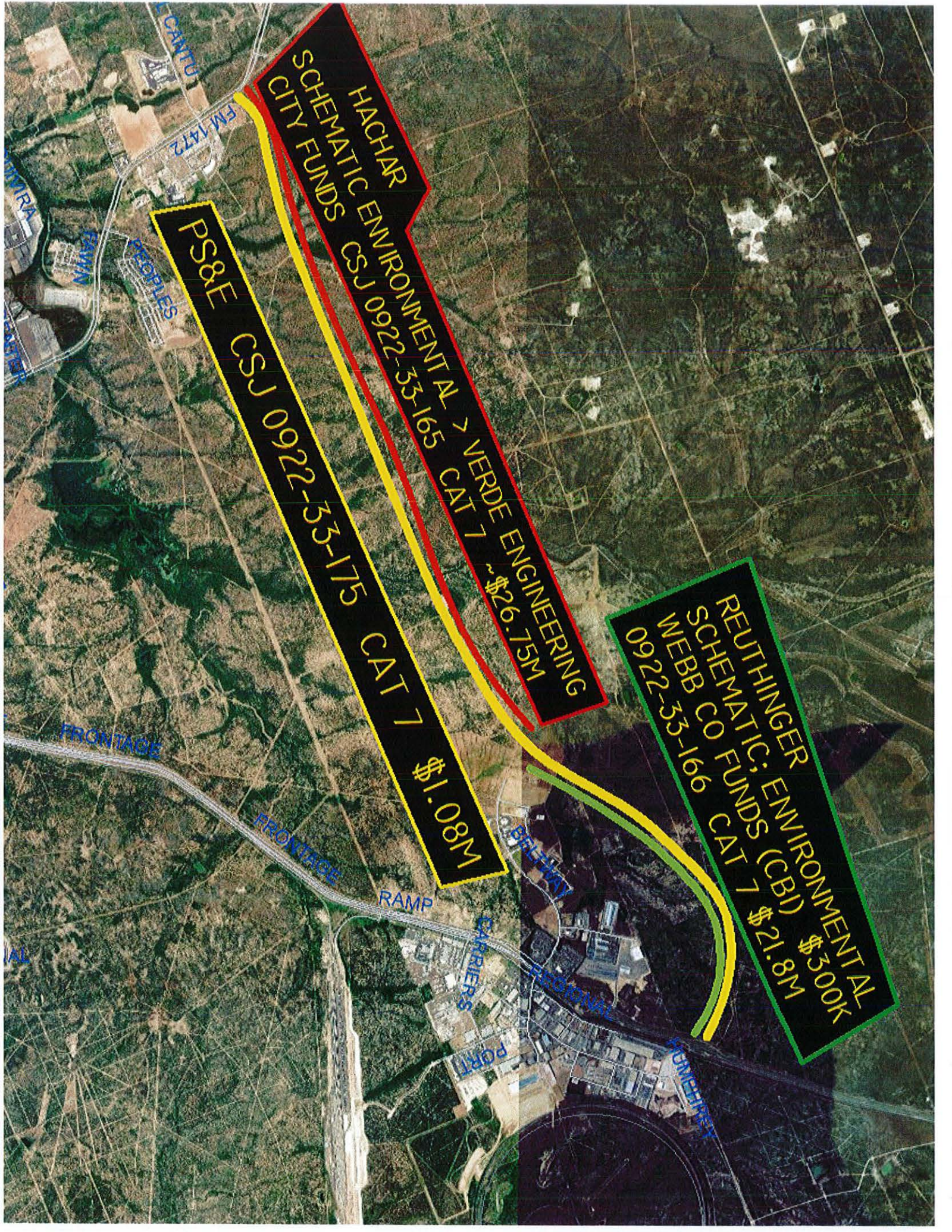
D. Discussion with possible action on the River Road Project.

PROPOSED ROUTE IF FROM END TO END





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



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

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

Second: Cm. Torres

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

XIII (b) MOTIONS

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

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

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

City Council-Regular

Meeting Date: 07/16/2018

Initiated By: Cynthia Collazo, Deputy City Manager

Staff Source: Nathan Bratton

SUBJECT

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

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal impact to be determined by the agreement.

RESOLUTION NO. 2018-R-96

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

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

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

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

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

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

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

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

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

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

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

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

- Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and adopted as findings of fact
- Section 2. Chapter 380 Program.** Exhibit A, attached hereto and incorporated by reference as if set out in full, is adopted as a Chapter 380 program.
- Section 3. Authorization.** The City Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A", and all documents necessary to accomplish the purposes of this resolution, provided said Agreement is first fully executed by an authorized representative of the Developer.
- Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Tex. Gov't Code.
- Section 5. Effective Date.** This Resolution shall take effect upon its adoption.

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

PETE SAENZ
MAYOR

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM ONLY:

Kristina Laurel Hale
City Attorney

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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 I.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

Exhibit A Location Map Showing Project Limits

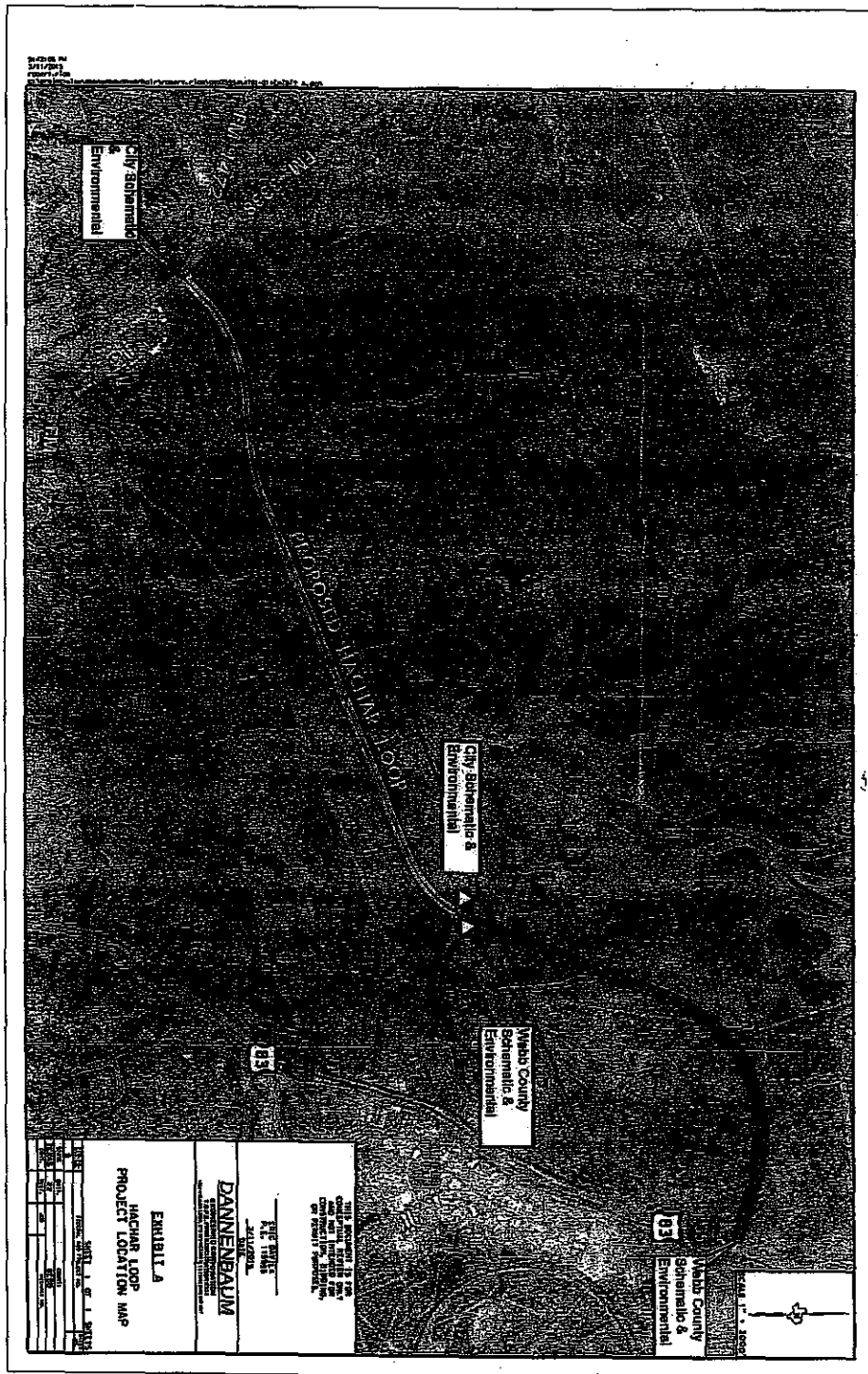
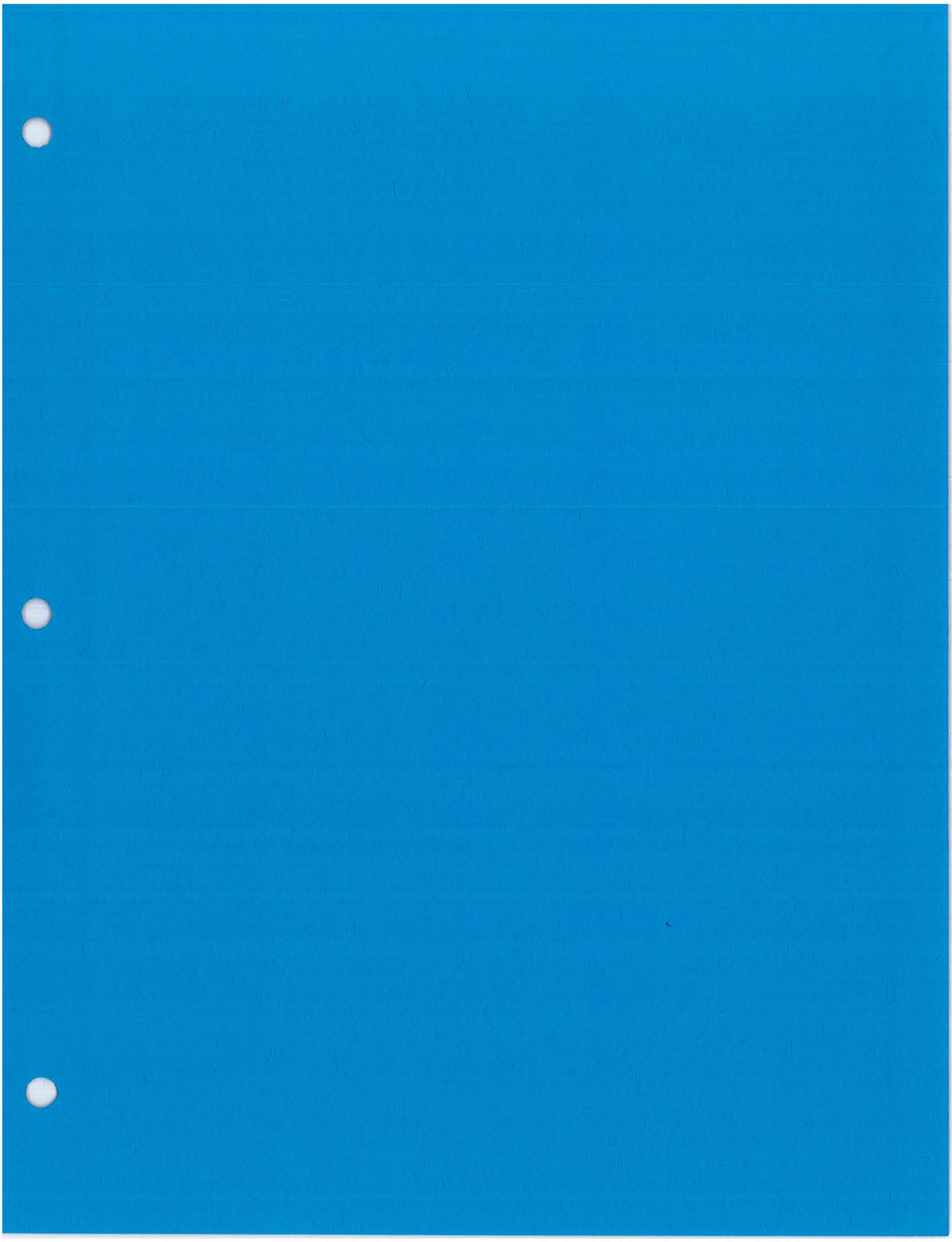


Exhibit A to 2018-R-95



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

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

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