

# 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  
December 16, 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 on November 18th, 2019.
- B. Discussion and recommendation on the initiate a 10 day public review and comment period, for the following proposed amendment(s) of the MPO By-laws:
  - Article I, Section 1.1, entitled Definitions, shall be amended to change the name of the MPO from the Laredo Urban Transportation Study to the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO); and,
  - Article I, Section 1.2, entitled Purpose, shall be amended to remove references to the outgoing Laredo Urban Transportation Study name; and,
  - Article II, Section 2.1, entitled Membership and Qualifications, shall be amended to remove references to the outgoing Laredo Urban Transportation Study name, and the composition of the MPO Policy Committee shall be amended to remove the TxDOT District Administrator and include the a representative of the Association of Logistics and Forwarding Agents, Inc. (ALFA) as designated by ALFA; and,

- Article II, Section 2.2, entitled Meetings, Quorum, and Voting, shall be amended to reduce quorum from five to four (4) members of the voting membership.
- Article II, Section 2.3(b)5, shall be amended to include in the Technical Committee a representative of the Association of Logistics and Forwarding Agents, Inc.

C. Discussion with possible action on Hachar-Reuthinger.

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

- A. Update by Transit El Metro on ridership and other performance measures.
- B. TxDOT to present the frontage roads associated with the Shiloh railroad overpass (Mayor).
- C. TxDOT to present on the future possible re-designation of IH-35 south of Victoria Street (also known as the "Four Block area") and the re-routing of US-83. (Dr. Marte Martinez).
- D. Presentation on the MPO structure, management, and boundaries. (Mayor).
- E. Status report by the Regional Mobility Authority (RMA).

VI. ADJOURNMENT

THIS NOTICE WAS POSTED AT THE MUNICIPAL GOVERNMENT OFFICES, 1110 HOUSTON STREET, LAREDO, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES. SAID NOTICE WAS POSTED BY DECEMBER 13TH, 2019, BY 1:30 P.M.

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

**Disability Access Statement**-This meeting is wheelchair accessible. The accessible entrances are located at 1110 Victoria and 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 reunion y que pueden necesitar ayuda o servicios auxiliares como: interpretes 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 Planificacion de la Ciudad, 1120 San Bernardo Ave. al (956) 794-1613, [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us), al menos cinco días hábiles antes de la reunion para que los arreglos apropiados se pueden hacer. Materiales en español se proveerán a petición.

**Declaración de Acceso a la Discapacidad:** Esta reunion es accesible para sillas de ruedas. Las entradas accesibles estan 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](mailto:vguerra@ci.laredo.tx.us).

**CITY OF LAREDO REPRESENTATIVES:**

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

**LAREDO MASS TRANSIT BOARD REPRESENTATIVE:**

Honorable George Altgelt, City Councilmember, District VII

**COUNTY OF WEBB REPRESENTATIVES:**


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

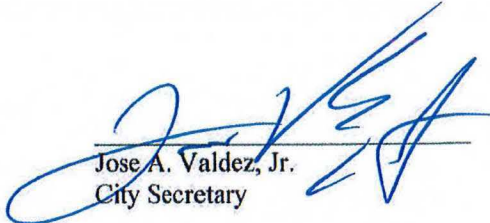
**STATE REPRESENTATIVES:**

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

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

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

  
J. Kirby Shideman, AICP  
MPO Director

  
Jose A. Valdez, Jr.  
City Secretary

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# Laredo Urban Transportation Study

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



## MINUTES OF THE NOVEMBER 18, 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 (joined the meeting at 1:51 p.m.)  
Honorable George Altgelt, City Councilmember, District VII  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1  
Honorable John Galo, Webb County Commissioner, Pct. 3

### **Regular members not present:**

Honorable Dr. Marte Martinez, City Councilmember, District VI  
David M. Salazar, Jr., TxDOT District Engineer

### **Ex-Officio Members Not Present:**

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

### **Staff (Of Participating LUTS Agencies) Present:**

City: J. Kirby Snideman, City Planning/LUTS Staff  
Vanessa Guerra, City Planning/LUTS Staff  
Eduardo Bernal, Transit/El Metro  
Ramon Chavez, City Engineering  
Danny Magee, City Traffic Safety  
Teclo Garcia, Economic Development

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

Others: Julia Wallace, Laredo Morning Times  
Luis Perez Garcia, Webb County Engineer  
Andy Gonzalez, Killam Development

**I. CHAIRPERSON TO CALL MEETING TO ORDER**

Mayor Saenz called the meeting to order at 1:46 p.m.

**II. CHAIRPERSON TO CALL ROLL**

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

**III. CITIZEN COMMENTS**

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

There were no citizen's comments.

**IV. ITEMS REQUIRING POLICY COMMITTEE ACTION**

**A. Approval of the minutes for the meeting held October 21<sup>st</sup>, 2019.**

Judge Tijerina made a motion to **approve** the minutes of October 21, 2019.

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

Motion carried unanimously

CM. Vielma joined the meeting at 1:51 p.m.

**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.**

CM. Altgelt made a motion to **open** a public hearing.

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

Motion carried unanimously

CM. Galo made a motion to **close** the public hearing and **adopt** Resolution No. MPO 2019-08, approving the proposed amendment(s) of the FY 2020 UPWP.

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

Motion carried unanimously

- 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.**

CM. Galo made a motion to **open** a public hearing.

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

Motion carried unanimously

CM. Galo made motion to **close** the public hearing 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.

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

Motion carried unanimously

**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).**

CM. Galo made a motion to table the item.

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

Motion carried unanimously

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

Mayor Saenz stated he would be calling the property owners to set up a meeting.

**F. Discussion with possible action on Hachar-Reuthinger.**

Luis Perez Garcia, Webb County Engineer, stated since the last MPO meeting in October, the County had a stakeholders meeting which included the engineering consultant, Webb County personnel, City of Laredo personnel and property owners. He also stated he expects to have the 90 percent submittal completed by the end of November and the 100 percent submittal by the end of December. He stated the TxDOT Environmental Division in Austin had already been reviewing the paperwork that had been submitted. The document proposed was for the Hachar-Reuthinger section. The Plans, Specifications, and Estimate (PS&E), would be going out for Request for Qualifications (RFQ), with the intension of selecting a consultant by January 2020.

CM. Galo stated that if the Right-of-Way acquisition issue was not resolved, he would like to see a map at the next meeting.

**G. 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.**

Judge Tijerina stated he would like to include Webb County on the name change.

CM. Galo made a motion for the name change of the MPO to be the Laredo/Webb County Area Metropolitan Planning Organization.

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

Motion carried unanimously

**H. 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.**

Mayor Saenz stated that the growth of the MPO prompted consideration of the organization becoming a separate entity. He also suggested considering and evaluating the possibility of merging the MPO with the MPO's representing the Rio Grande Valley. He requested an item be put on the next agenda to discuss the MPO Staffing, Directorship, and separation.

Kirby Snideman, MPO Director, stated that indeed the MPO was growing and was proceeding in hiring more staff. He suggested further discussion with the MPO Committee on the structure of the MPO.

The Mayor also requested item be put on the next agenda to discuss the possible boundaries or possible merge with another MPO.

Teelo Garcia, City of Laredo Economic Development Director, stated that if the decision was made to merge the MPO with another city, it would take a long time. He stated when the various MPOS in the Rio Grande Valley were merged; there was a significant population gain from the inclusion of Hidalgo, Harlingen, San Benito, and Brownsville.

Judge stepped out of the meeting at 2:26 p.m.

Judge Tijerina stepped back into the meeting at 2:28 p.m.

CM. Vielma made a motion to appoint a representative from Association of Logistics and Forwarding Agents, Inc. (ALFA) to the MPO Policy Board.

Second: Judge Tijerina  
For: 6  
Against: 0



Abstained: 0  
Motion carried unanimously

CM. Galo made a motion to reduce a quorum from a 5 to 4 Policy Committee members for purposes of the Policy Committee meetings.

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

Motion carried unanimously

The committee directed Staff to amend the By-Laws in order to include the changes to the Policy Committee and quorum threshold.

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

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

Mayor Saenz informed the committee that the RMA had sent a status report via email. The committee also received a hard copy of said status report in their meeting packets.

**VI. DIRECTOR'S COMMENTS**

Mr. Snideman stated the MPO would be hiring an Active Transportation Planner who would be working on the Active Transportation Plan.

Judge Tijerina left the meeting at 2:45 p.m.

CM. Galo asked if the IH 35 overpass project would now go over the railroad tracks, or under. Mayor Saenz requested that an item be put on next agenda to address the frontage roads on the Shiloh railroad overpass.

He stated the frontage roads were critical to that project.

Humberto Gonzalez, TxDOT, stated TxDOT was preparing candidate projects for the 2021 Unified Transportation Plan. He stated TxDOT would be providing a list to the MPO and request the MPO Committee prioritize said projects.

Mr. Gonzalez stated that in the future, the frontage roads and main lanes would have access to go over the railroad.

**VII. ADJOURNMENT**

CM. Altgelt made a motion to **adjourn** the meeting at 2: 49 p.m.

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

Motion carried unanimously

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J. Kirby Snideman,  
MPO Director

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Pete Saenz, Mayor and LUTS  
Chairperson

**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b>  12-16-19	<b>SUBJECT: A MOTION</b> Receive public testimony and initiate a 10 day public review and comment period, for the following proposed amendment(s) of the MPO By-laws: <ul style="list-style-type: none"> <li>• Article I, Section 1.1, entitled Definitions, shall be amended to change the name of the MPO from the Laredo Urban Transportation Study to the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO); and,</li> <li>• Article I, Section 1.2, entitled Purpose, shall be amended to remove references to the outgoing Laredo Urban Transportation Study name; and,</li> <li>• Article II, Section 2.1, entitled Membership and Qualifications, shall be amended to remove references to the outgoing Laredo Urban Transportation Study name, and the composition of the MPO Policy Committee shall be amended to remove the TxDOT District Administrator and include the a representative of the Association of Logistics and Forwarding Agents, Inc. (ALFA) as designated by ALFA; and,</li> <li>• Article II, Section 2.2, entitled Meetings, Quorum, and Voting, shall be amended to reduce quorum from five to four (4) members of the voting membership.</li> <li>• Article II, Section 2.3(b)5, shall be amended to include in the Technical Committee a representative of the Association of Logistics and Forwarding Agents, Inc.</li> </ul>	
		Revision 8
<b>INITIATED BY:</b> Policy Committee		<b>STAFF SOURCE:</b> James Kirby Snideman, Director of Planning
<b>PREVIOUS ACTION:</b> The MPO Policy Committee adopted the By-Laws in 1997, and subsequently amended them in 2000, 2007, 2009, 2012, 2013, 2014, and 2015.		
See attached draft By-laws.		
<b>COMMITTEE RECOMMENDATION:</b> The LUTS Technical Committee recommends approval.		<b>STAFF RECOMMENDATION:</b> Staff recommends initiation of the 10 day public review and comment period

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

**ARTICLE I**  
**DEFINITIONS, PURPOSE AND AUTHORITY**

**Section 1.1 Definitions**

- **Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO)** – is the organization, formerly known as the Laredo Urban Transportation Study, designated by the Governor of the State of Texas, to serve as the Metropolitan Planning Organization for the Laredo Urbanized Area. It shall be hereinafter be referred to as the “MPO.”
- ~~**Laredo Urban Transportation Study (LUTS)** - The Transportation Planning Committee designated by the Governor of the State of Texas as the Metropolitan Planning Organization (MPO) for the Laredo Urbanized Area.~~
- **Metropolitan Planning Area-** The geographic area for which the MPO is responsible and in which the metropolitan transportation planning process must be carried out pursuant to Title 23 USC Section 134 and Title 49 USC Section 5303.
- **Metropolitan Planning Organization (MPO)** - The forum for cooperative transportation decision-making, as designated by the Governor, and units of general-purpose local government representing 75 percent of the affected metropolitan population. The MPO is responsible for identifying local transportation needs, in cooperation with the Texas Department of Transportation (TxDOT), following a "Continuing, Comprehensive, and Cooperative" transportation planning process pursuant to 23 USC 134. The MPO is also responsible for proposing and recommending projects for all modes of urban transportation to those governmental units that are responsible for program development and project implementation.
- **Metropolitan Planning Organization Policy Committee (Policy Committee)** - The policy body, established pursuant to 23 USC 134, with the responsibility for establishing overall transportation for, and taking the required approval actions as the Metropolitan Planning Organization. The Policy Committee is comprised of those governmental agencies identified in the original designation agreement and those agencies or organizations subsequently added to the membership of the board. The Policy Committee shall have decision-making authority over issues such as the Unified Planning Work Program (UPWP), the Transportation Improvement Program (TIP) and the Metropolitan Transportation Plan (MTP).
- **Metropolitan Planning Organization Technical Review Committee (Technical Committee)** - The body of the MPO responsible for professional and technical review of work programs, policy recommendations and transportation planning activities. The Technical Committee shall review issues for accuracy and advise the Policy Committee on recommended actions. The Technical Committee is composed of representatives of the City of Laredo, the County of Webb, the Texas Department of Transportation and private sector representatives.

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**LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

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

### **Section 1.2 Purpose**

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

### **Section 1.3 Authority**

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

- (a) To develop and establish policies, procedures, plans and programs for the metropolitan area.

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**~~LAREDO URBAN TRANSPORTATION STUDY~~**  
**LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

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

**ARTICLE II**  
**MEMBERSHIP, TERMS AND ADMINISTRATION**

**Section 2.1 Membership and Qualifications**

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

City of Laredo:	Mayor (Chairperson) Two City Councilmembers, as appointed by the Mayor in his/her sole discretion.
Laredo Mass Transit Board	One Laredo Mass Transit Board member as appointed by the Board's presiding officer/Mayor in his/her sole discretion.
County of Webb:	County Judge (Vice-Chairperson) Two County Commissioners as appointed by the Webb County Judge in his/her sole discretion.

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State of Texas: TxDOT District Engineer  
~~TxDOT District Administrator~~

Private Sector A representative of Association of Logistics and Forwarding Agents, Inc. (ALFA) as designated by ALFA.

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

State of Texas: State Senator(s)  
State Representative(s)

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

**Section 2.2 Meetings, Quorum and Voting**

- (a) The Policy Committee shall meet at least twice per year or as often as necessary to fulfill its purposes.
- ~~(b) Fifty percent of the voting membership plus one member shall constitute a quorum.~~
- (b) Quorum shall consist of four (4) members of the voting membership.
- (c) The use of proxies by the voting members of the Policy Committee is prohibited.
- (d) The official actions of the Policy Committee shall be by affirmative action of the majority of the voting membership present and voting at public meetings. All meetings are to be held as open meetings as defined in Chapter 551, Texas Government Code (Texas Open Meetings Act), and the Transportation Planning Director of the MPO shall insure that the written notice of the meeting is posted at City of Laredo City Hall and Webb County Commissioners Court Building

**BYLAWS AND OPERATING PROCEDURES**  
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**LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

at least 72 hours prior to the meeting. Additionally, the notice may be posted at TxDOT Laredo District Office, and on the City of Laredo and Webb County website. The Transportation Planning Director shall insure that at least two copies of the agenda and such supporting documentation as is available to the Policy Committee are made available for public inspection in the MPO offices at the same time they are made available to the Policy Committee members.

- (e) All official actions of the Policy Committee shall be duly recorded in the minutes of the meeting.
- (f) The Mayor of the City of Laredo shall serve as Chairperson of the Policy Committee. The responsibilities of the Chairperson shall include, but are not limited to the following:
  - 1. Preside at all meeting of the Policy Committee.
  - 2. Authenticate, by signature, all resolutions adopted by the Policy Committee.
  - 3. Serve as chief policy advocate for the Policy Committee.
  - 4. Represent the committee at hearings, conferences, and other events as required or designate another member of the Committee or the Chairperson of the Technical Committee to represent the Chairperson.
- (g) The County Judge of the County of Webb shall serve as Vice Chairperson of the Policy Committee. During the absence of the Chairperson, the Vice Chairperson shall preside over meetings and shall exercise all the duties of the Chairperson.
- (h) In the absence of the Chairperson and Vice Chairperson from a Policy Committee meeting at which a quorum is present, the remaining members present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairperson or Vice Chairperson.

**Section 2.3 Administration**

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



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

(b) The Technical Committee shall include the following:

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

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

4. Federal representatives:  
FHWA Planning Representative (Austin)
  
  5. Private Sector Representatives:  
[A representative of the Association of Logistics and Forwarding Agents, Inc.](#)  
A representative of the Kansas City Southern Railroad Company  
A representative of the Union Pacific Railroad Company  
A representative of the Laredo Transportation Association  
A Transportation Provider Representative who shall also serve on the Laredo Transportation & Traffic Safety Advisory Committee
  
  6. School system representatives  
A representative of the Laredo Independent School District  
A representative of the United Independent School District  
A representative of Texas A&M International University  
A representative of Laredo Community College
- (c) Each voting member of the Technical Committee may have a designated alternate member to serve on the committee in the member's absence. Appointed alternate members will have the voting rights and privileges of members when serving in the absence of the Technical Committee member.

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

**Section 2.4 Ethic Policy for MPO Policy Members and Employees**

- (a) A policy board member or employee of a metropolitan planning organization may not:
- (1) accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct; or,
  
  - (2) accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position; or,
  
  - (3) accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties; or,
  
  - (4) make personal investments that could reasonably be expected to create a substantial conflict between the member's or employee's private interest and the public interest; or,

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

(5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's or employee's official duties in favor of another.

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

**ARTICLE III**  
**AMENDMENTS**

**Section 3.1 Bylaw Revisions**

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

PASSED AND APPROVED, on this the 21<sup>st</sup> day of January, 2020.

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

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

\_\_\_\_\_  
James Kirby Snideman  
MPO Director

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

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:

C. Discussion with possible action on Hachar-Reuthinger.

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

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

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

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

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

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

Hachar-Reuthinger Item



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

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

BENTON

PORT

CARRIERS

RAMP

FRONTAGE

FRONTAGE

FM 1472

PROFILES

MAYRA

CANTO

## 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 <sup>2</sup>	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 <sup>1</sup>	\$ (1.08)	\$ (26.75)								
Reuthinger <sup>1</sup>				\$ (21.80)						
<b>Cumulative Total</b>	<b>\$ 29.51</b>	<b>\$ 9.03</b>	<b>\$ 15.38</b>	<b>\$ 0.02</b>	<b>\$ 6.54</b>	<b>\$ 13.14</b>	<b>\$ 19.81</b>	<b>\$ 26.55</b>	<b>\$ 33.37</b>	<b>\$ 40.27</b>

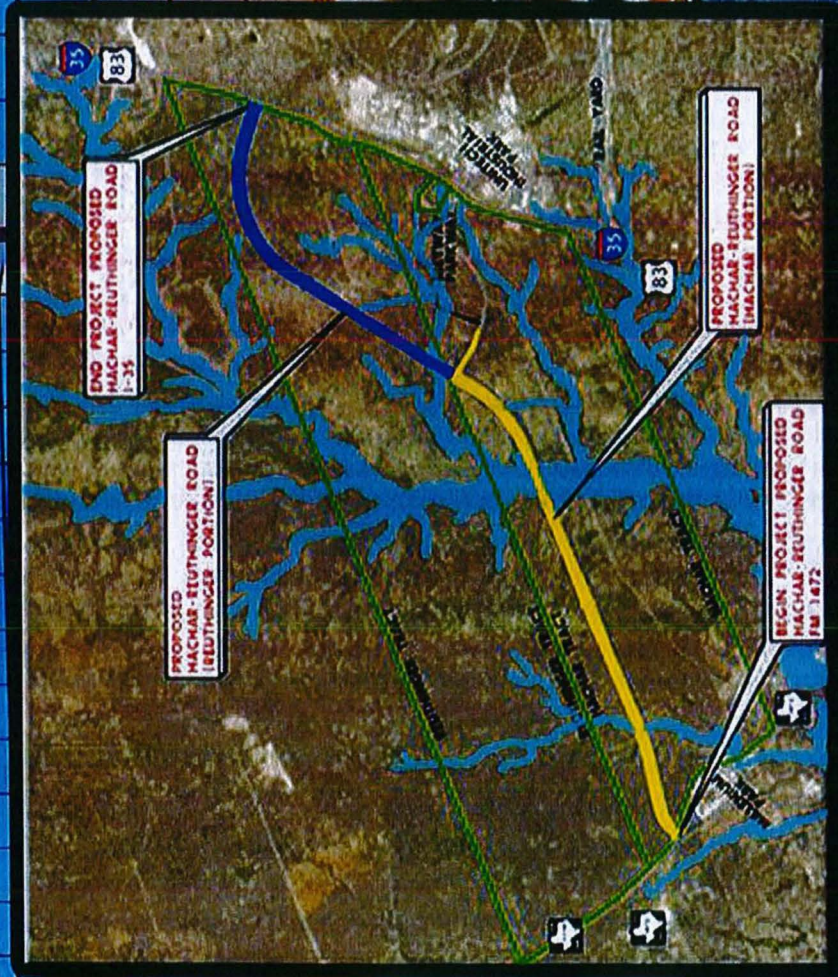
Note:

- 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

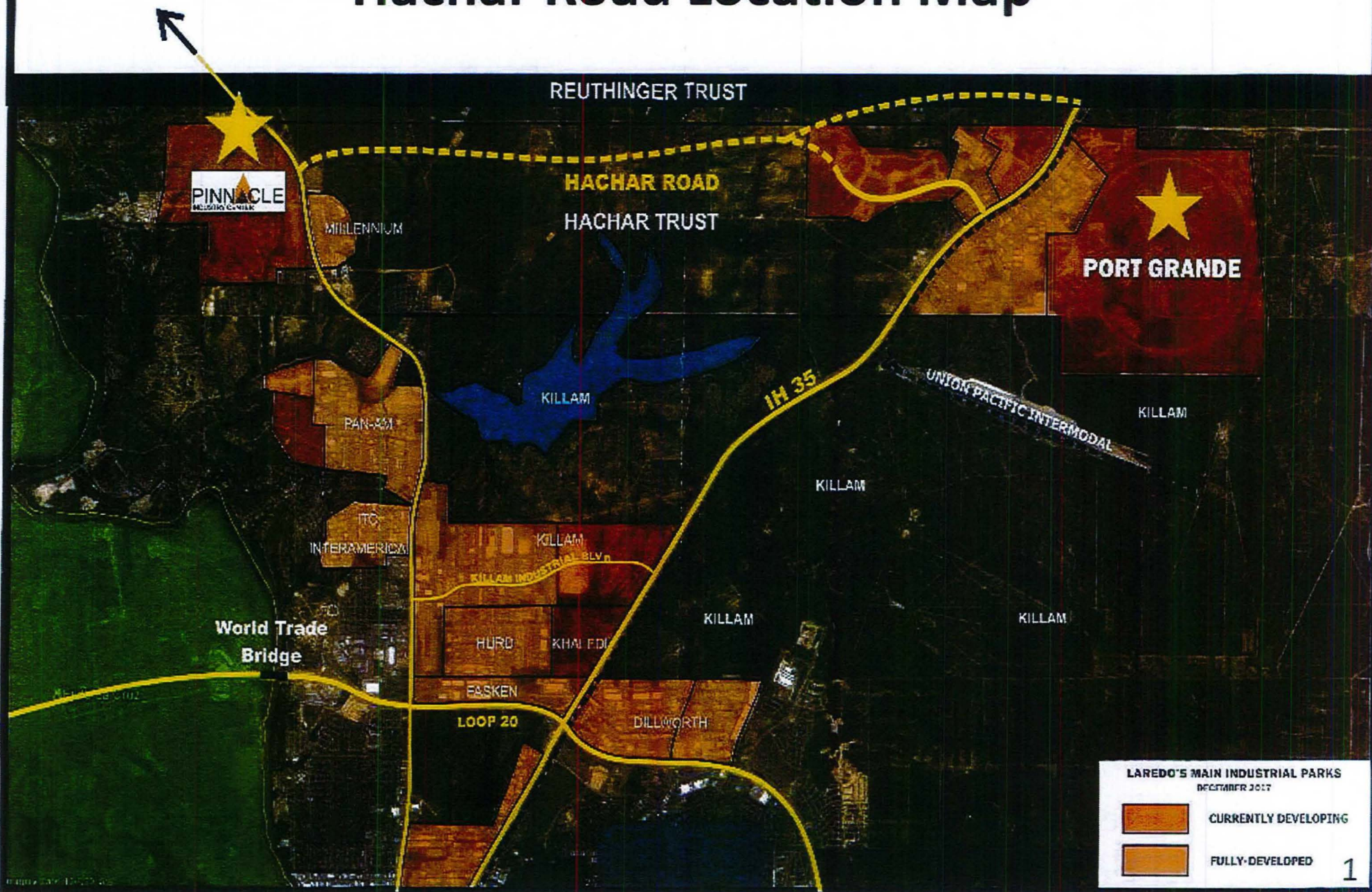


WEBB COUNTY, TEXAS

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

<b>DATE:</b> 7-18-16	<b>SUBJECT: RESOLUTION</b> 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"> <li>1. <b>Addition</b> 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).</li> <li>2. <b>Addition</b> 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).</li> <li>3. <b>Addition</b> of a project CSJ 0922-33-175 intended to provide funds for PS&amp;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).</li> <li>4. <b>Revision</b> 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. <b>Purpose</b> 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).</li> <li>5. <b>Revision</b> of project CSJ 0922-33-076 intended to realign Flecha Lane and Las Cruces along FM 1472. <b>Purpose</b> 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.</li> <li>6. <b>Revision</b> of project CSJ 0922-33-093 intended to construct a grade separation at the Calton Road/Santa Maria intersection. <b>Purpose</b> 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.</li> </ol>
	TIP 17-20/REV. 1A
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, MPO Director
<b>PREVIOUS ACTION:</b> On 6-20-16, the Policy Committee initiate a 10 day public review and comment period.	
<b>BACKGROUND:</b>  See Attachment A- Project Summaries and Attachment B – 2017-2020 Financial Summary for full revision details.	
<b>COMMITTEE RECOMMENDATION:</b> Approval	<b>STAFF RECOMMENDATION:</b> 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

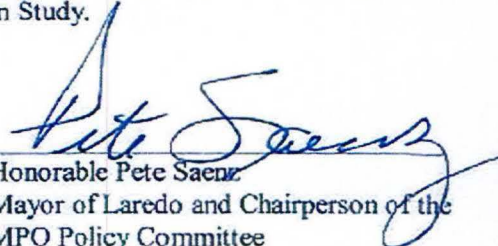
### ADOPTING THE 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)


**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,

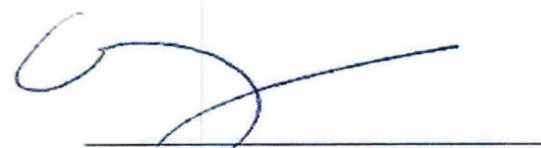
**WHEREAS**, the Laredo Urban Transportation Study finds that the proposed revision(s) of the 2017-2020 Transportation Improvement Program (TIP) meets the high priority improvements necessary for the LUTS area;

**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

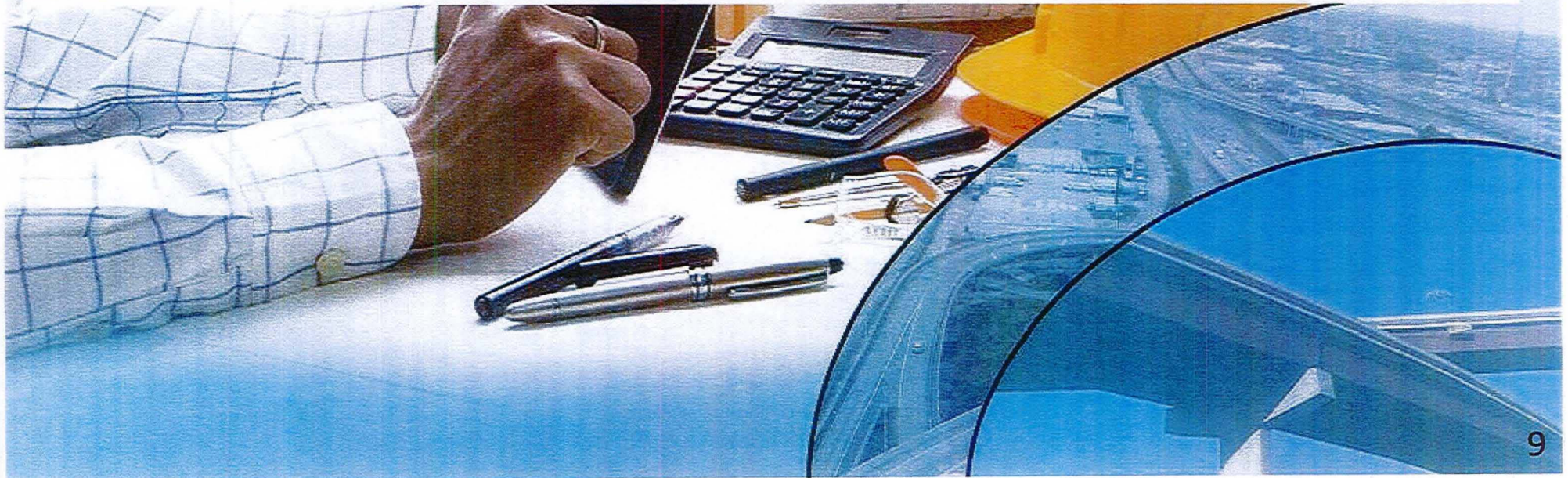
  
Nathan Bratton  
MPO Director

  
Melisa Montemayor  
Laredo District Administrator

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

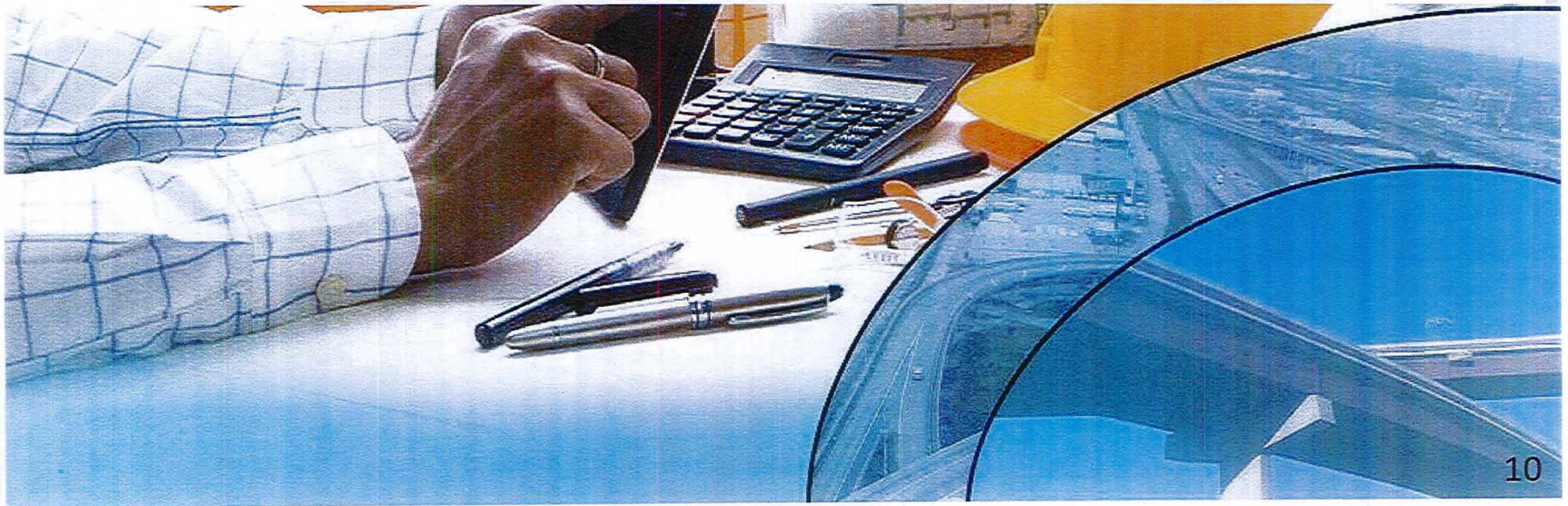
<b>Project</b>		<b>Hachar Loop PS&amp;E from FM 1472 to I-35 (Interim section - 5 lane rural)</b>			
		<b>Scheduled letting: February 2017</b>			
<b>LATEST ESTIMATE - 10/1/15 - DEC</b>					
ROW					\$13,538,062.00
Construction Cost					\$41,968,066.46
Construction Engineering	4.50%				\$1,888,562.99
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
<b>PROPOSED PROGRAMMING</b>					
Funding by Category	Phase	Total	Federal	State	Local
Category 7	Design / PS&E		1,634,277.42	1,307,421.94	261,484.39
<b>TOTAL PROGRAMMED FUNDS</b>			<b>1,634,277.42</b>	<b>1,307,421.94</b>	<b>0.00 261,484.39</b>
<b>CBI FUNDS to Redistribute</b>					

\* based off of the latest construction estimate , requires negotiation and approval of fee by TxDOT. Assumes roadway may be taken on system.



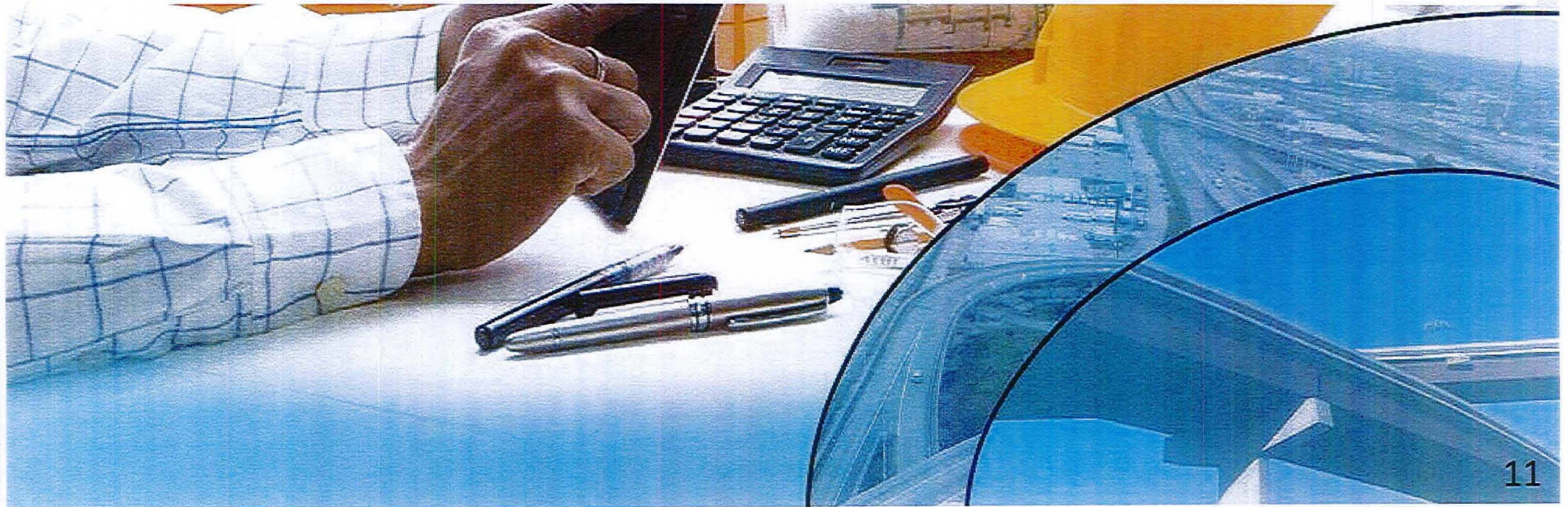
# 3.0 Detailed MPO Action - Programmed Engineering, Construction Engineering and Construction Funds

<b>Project</b>		<b>Hachar Loop Construction FM 1472 to Beltway Parkway (Interim section - 5 lane rural)</b>			
		<b>Scheduled letting: September 2019 - FY2020</b>			
<b>LATEST ESTIMATE - 10/1/15 - DEC:</b>					
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
<b>PROPOSED PROGRAMMING:</b>					
Funding by Category	Phase	Total	Federal	State	Local
Category 7	Construction		\$26,796,902.55	21,437,522.04	4,287,504.41
<b>TOTAL PROGRAMMED FUNDS</b>			<b>26,796,902.55</b>	<b>21,437,522.04</b>	<b>4,287,504.41</b>
* 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

<b>Project</b>		<b>Hachar Loop Construction Beltway Parkway to I-35(Interim section - 5 lane rural)</b>			
		<b>Scheduled letting: September 2022 - FY2023</b>			
<b>LATEST ESTIMATE - 10/1/15 - DEC</b>					
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
<b>PROPOSED PROGRAMMING:</b>					
<b>Funding by Category</b>	<b>Phase</b>	<b>Total</b>	<b>Federal</b>	<b>State</b>	<b>Local</b>
Category 7	Construction	\$21,440,668.82	17,152,535.06		3,430,507.01
<b>TOTAL PROGRAMMED FUNDS</b>		<b>21,440,668.82</b>	<b>17,152,535.06</b>		<b>3,430,507.01</b>
* 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

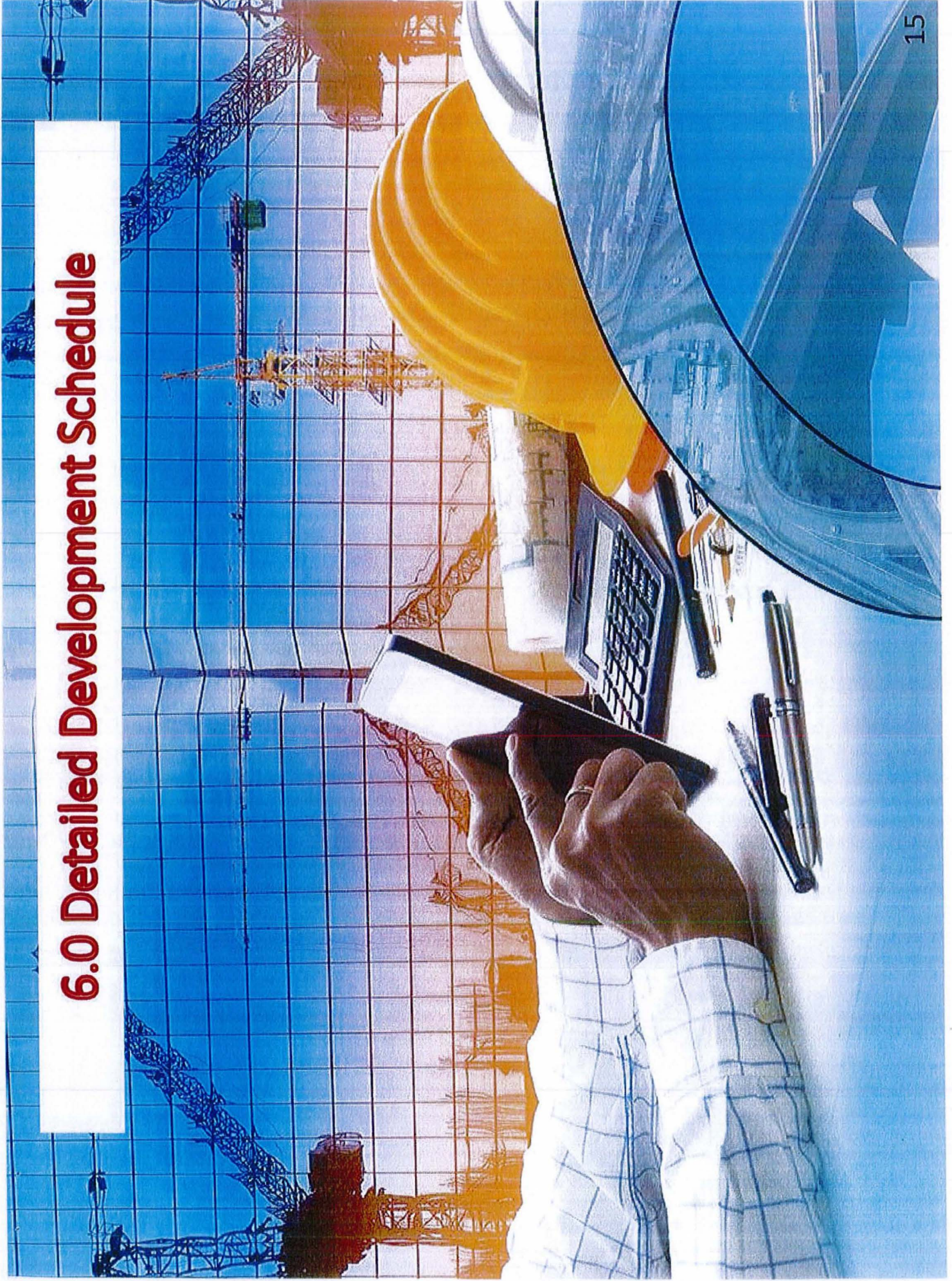
Environmental Clearance  
(FONSI issued) Combined Project - 14 months

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

Construction Hachar Portion - 18 months

Construction of Combined Project - 30 months

## 6.0 Detailed Development Schedule

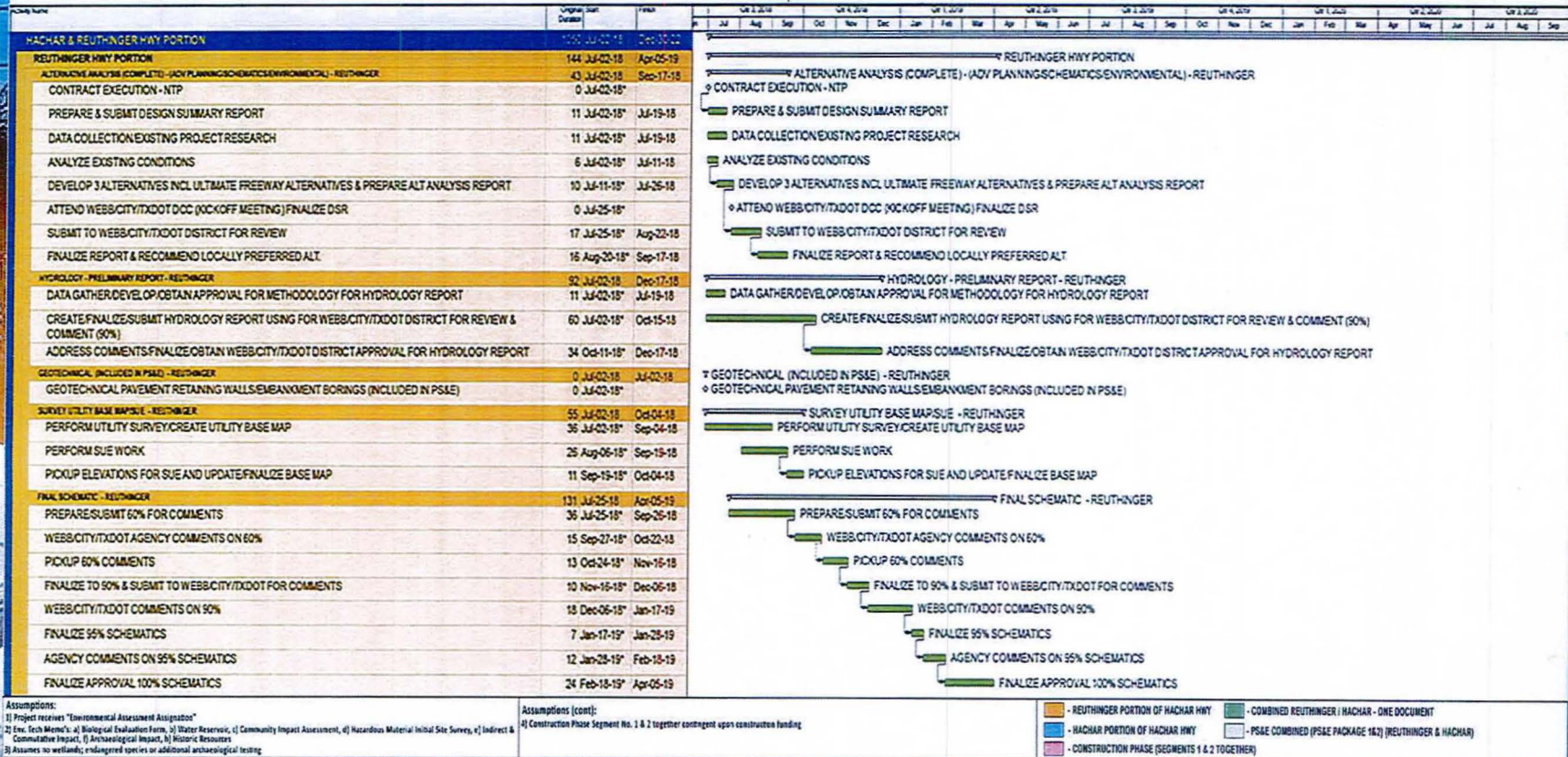




# 6.0 Detailed Development Schedule

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

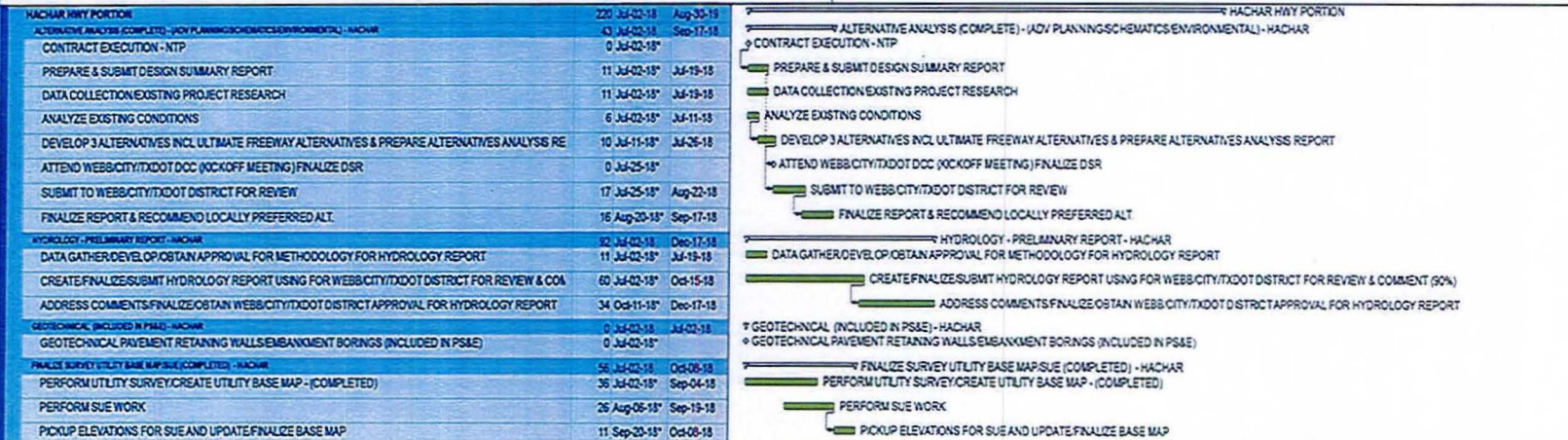
ATTACHED F  
 HACHAR / REUTHINGER PORTION HIGHWAY  
 (ADVANCED PLANNING / SCHEMATICS / ENVIRONMENTAL / FONSI)



# 6.0 Detailed Development Schedule

DANNENBAUM ENGINEERING CORPORATION  
 PROJECT NO. 6126-01  
 CLIENT: COUNTY OF WEBB  
 PROJECT TITLE: ADVANCED PLANNING HACHAR PORTION

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



**Assumptions:**

- 1) Project receives "Environmental Assessment Assignment"
- 2) Env. Tech Memo's: a) Biological Evaluation Form, b) Water Resource, c) Community Impact Assessment, d) Hazardous Material Initial Site Survey, e) Inherent & Cumulative Impact, f) Archaeological Issues, g) 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

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**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.

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

**FINANCIAL IMPACT:**

Funds are available in the 2016 CO Bond.

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

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**Attachments**

Hachar Reuthinger Extension Interlocal

Resolution

Letter

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**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  
 3<sup>rd</sup> 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:

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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](mailto:gbcuellar@webbcountytexas.gov)

Via Hand-Delivery

Received by:

MARTEHA H. PALACIOS

Printed Name

OFFICE MANAGER

Title

Guillermo 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.

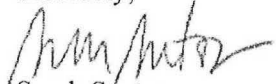
Moreover, Webb Commercial has concerns with regards to: (i) the access of the four corners created by the intersection of the Proposed Highway and Beltway Parkway to the access roads of the Proposed Highway given access restrictions at the intersection; (ii) the timing of the construction of the shoulders 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., 3<sup>rd</sup> 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

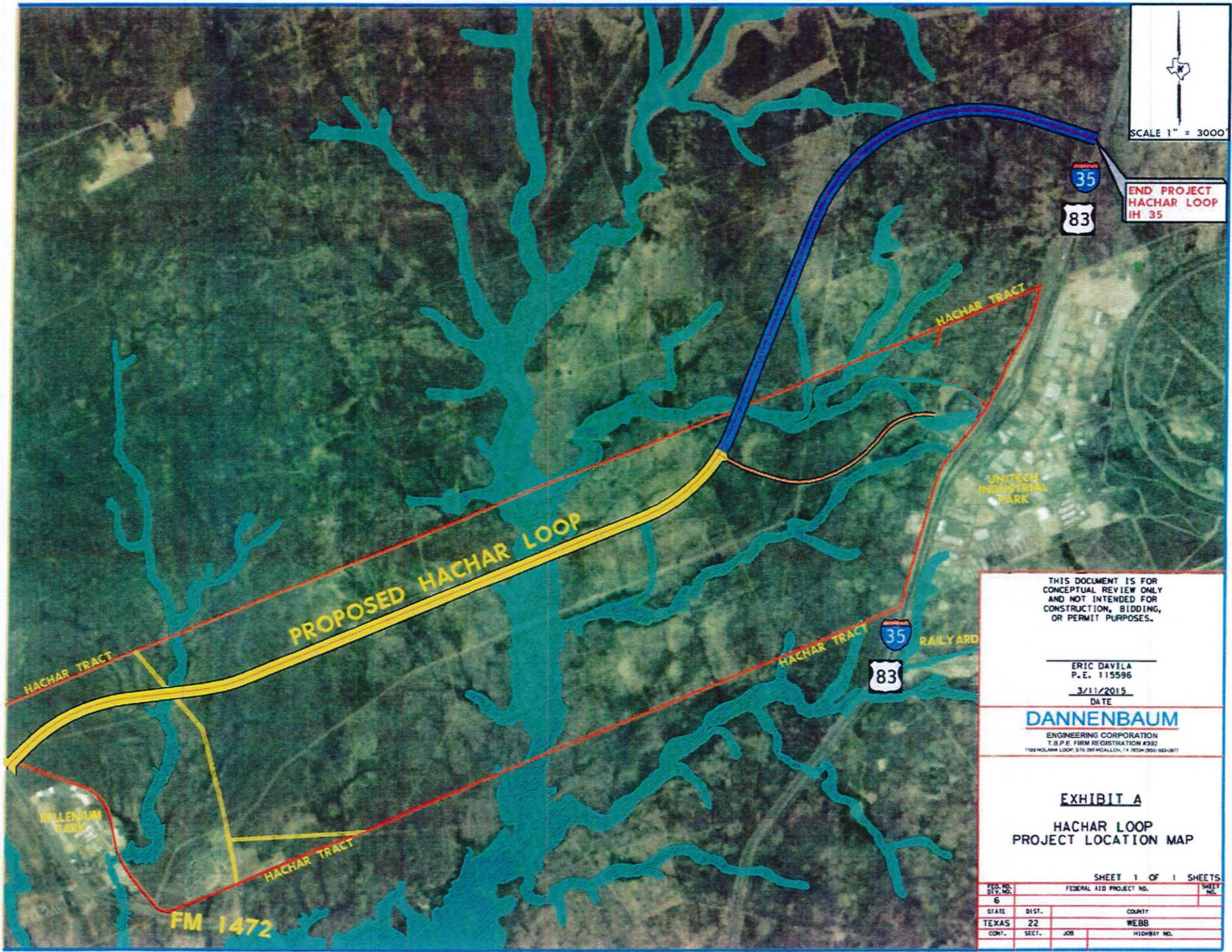
*Via CMRRR: 7018 1830 0000 5535 1452*

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](mailto: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.S.P.E. FIRM REGISTRATION #392  
1388 HOLLAND LOOP, SUITE 200, HOUSTON, TX 77058-2050 (281) 962-2877

**EXHIBIT A**  
**HACHAR LOOP**  
**PROJECT LOCATION MAP**

SHEET 1 OF 1 SHEETS

FED. RD. DIST. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	22	WEBB	
CONTRACT	SECTION	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@gruposanmarino.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

PARICWAY. 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-007, 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. 15001132**

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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



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

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

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

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

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

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

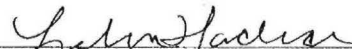
**GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTERS AFFECTING OR RELATING TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN THE WARRANTY OF THE TITLE TO BE CONTAINED IN THIS DEED) , AND THE GRANTEE IS RELYING ENTIRELY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

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

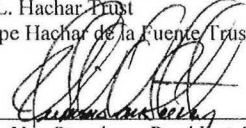
EXECUTED this 19th day of AUGUST, 2015.

  
David A. Hachar

  
Lilia Joannette Hachar

  
Lilia Ethel Jasso

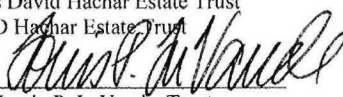
Falcon International Bank, as Trustee of all the Trusts  
Created under the Last Will and Testament of Nicolas D. Hachar:  
Guadalupe Hachar Didieu Trust  
Olga Hachar LaVaude Trust  
George L. Hachar Trust  
Guadalupe Hachar de la Fuente Trust

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

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

By:   
George L. Hachar, Jr., Trustee

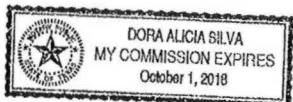
Nicolas David Hachar Estate Trust  
aka N.D Hachar Estate Trust

By:   
Louis P. LaVaude, Trustee

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

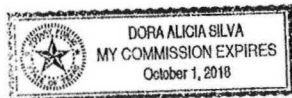


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

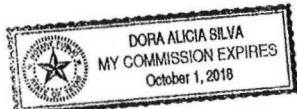


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

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

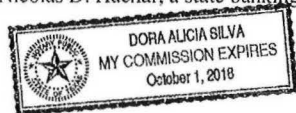


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19<sup>th</sup> 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.

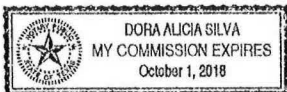


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 19<sup>th</sup> 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.

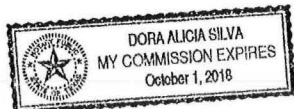


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on the 21<sup>st</sup> 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](http://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 United Overpass across the Hachar Trust property to FM 1472 (Mines Road); and providing an effective date.

Motion to adopt Resolution 2018-R-096.

Moved: Cm. Balli

Cm. Altgelt was not present.

**XIII (b) MOTIONS**

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

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

<b>Revolving Loan</b>	
Housing Rehabilitation Revolving Loan Administration	\$9,452



**City Council-Regular**

**Meeting Date: 07/16/2018**

**Initiated By: Cynthia Collazo, Deputy City Manager**

**Staff Source: Nathan Bratton**

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**SUBJECT**

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

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

N/A

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

N/A

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N?:**

**Source of Funds:**

**Account #:**

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

Fiscal impact to be determined by the agreement.

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**RESOLUTION NO. 2018-R-96**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPROVED AND ADOPTED on this the \_\_\_\_\_ day of July, 2018.**

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**PETE SAENZ**  
**MAYOR**

**ATTESTED:**

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

**APPROVED AS TO FORM ONLY:**

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

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## CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

Exhibit A to 2018-R-95

Agreement

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

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

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

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

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

#### **ARTICLE I RECITALS**

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

#### **ARTICLE II AUTHORITY AND TERM**

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

#### **ARTICLE III DEFINITIONS**

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

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

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

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

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

#### **ARTICLE IV ECONOMIC DEVELOPMENT GRANTS**

##### **1. Grants**

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

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

#### **ARTICLE V CONDITIONS TO ECONOMIC DEVELOPMENT GRANTS**

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

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

#### **ARTICLE VI COVENANTS AND DUTIES**

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



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

## **ARTICLE VII DESCRIPTION AND SCOPE**

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

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

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

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

#### **ARTICLE VIII TERMINATION**

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

#### **ARTICLE IX DISPUTE RESOLUTION**

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

**ARTICLE X**  
**ADDITIONAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

18. **Indemnification.**

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

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

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

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

**VERDE CORP.**  
A Texas Corporation  
Signed this \_\_\_ day of July, 2018

By: \_\_\_\_\_  
Horacio A. De Leon, Jr.  
City Manager

By: \_\_\_\_\_  
Nicholas Van Steenberg  
President

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Kristina Laurel Hale  
City Attorney

**ATTESTED:**

\_\_\_\_\_  
Jose A. Valdez, Jr.  
City Secretary

STATE OF TEXAS  
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

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



# Transit / El Metro

Week of:  
December 2, 2019 –  
December 6, 2019

## Laredo Mass Transit Board Weekly Performance Report

FY Oct 1, 2019- Sept 31, 2020

### EL METRO TRANSIT MISSION STATEMENT

*"TO PROMOTE AND PROVIDE HIGH QUALITY COST-EFFECTIVE PUBLIC TRANSPORTATION SERVICES THAT ADDRESS THE DEMANDS OF THE CITIZENS OF LAREDO"*

## TRANSIT RIDERSHIP & BUDGET

	WEEK	FY 19-20
Fixed Route (Buses)	50,513	456,906
El Lift (Vans)	849	1,199.50
Circulator Mines Road	216	1,860

Budget	FY 2019-2020	End of Month Expense / %
Fixed Route Operations	\$8,457,831	\$526,018 / 6.2%
El Lift (Para-Transit)	\$1,687,371	\$123,114 / 7.3%
Maintenance	\$3,472,176	\$171,924 / 4.95%
Laredo Transit Center	\$737,984	\$27,423 / 3.72%

Revenue Projections	FY 2019-2020	End of Month / %
Fare Box Collection	\$3,763,514	319,087 / 8.48%
Ticket Sales	\$71,500	\$7,571 / 10.59%
Advertisement Bus, Shelter, Bench	67,480	\$5,834 / 8.95%
Transit Center Parking	\$365,588	\$24,325 / 6.65%
Transit Center Leases	\$259,000	\$34,145 / 13.18%
FTA Operating Grants	3,868,246.00	\$0 / 0%
TX DOT Operating Assistance	\$581,555	\$0 / 0%

El Metro Bench Ad Locations	Contracted	Revenue Generated
65		



# Transit / El Metro

EL LIFT PARA-TRANSIT SERVICES

## El Lift Para-Transit Service Cancellations

Advanced Cancellations (24 hours in advance )	No Show	IVR Cancellation	Total
<b>66</b>	<b>24</b>	<b>8</b>	<b>142</b>

**El Lift Registered Customers 904 / New Clients 20**

**Para-Transit Advisory Committee Meeting & Attendance**  
Meeting Notices Posted on El Metro Webpage and App.

	Member	Term	Meeting Nov. 13, 2019
D1 – CM Rudy Gonzalez	Sergio Sanchez	3/20/17-3/20/21	Absent
D2 – CM Vidal Rodriguez	Yesenia Escobedo	11/2022	Absent
D3 – CM Mercurio Martinez	Juan Avila	4/20/15-4/20/19	X
D4 – CM Alberto Torres	Rosie C. Hinojosa	1/17/17-1/17/21	X
D5 – CM Nelly Vielma	Luis Gomez	1/17/17-1/17/21	X
D6 – CM Dr. Marte Martinez			Vacant
D7 – CM George Algelt	Richard Geissler	5/18/16-5/18/19	X
D8 – CM Roberto Balli	Mike Kazen	4/3/17-4/3/20	Absent
Mayor – Pete Saenz	Guillermo Castillo	5/15/17-5/15/20	X
<b>El Metro</b>			
Liaison, Gricelda Aguilar			X
Budget Gustavo Villarreal			X
El Lift Manager, Sandy Esparza			X
AGM, Rosa Soto			X
GM, Claudia San Miguel			X

## Federal Transit Administration, TX DOT & MPO Grant Activity

	<b>Maintenance &amp; Facility Repairs</b>
?	CNG Fueling Plant Replacement
	<b>CAPITAL PROJECTS New FY 2019 Grants</b>
?	One(1) Pararansit Van pending FTA application/board approval
?	One (1) Heavy Duty Bus purchase completed and ordered
?	New facility FTA grant awarded
?	Applied for 2 Paratransit Vans Section 5310 pending local match, Mass Transit approval and FTA grant submission
	<b>Capital Projects (CAPITAL PROJECTS ONLY)</b>
\$401,862	Section 5339 Bus & Bus Facilities Grant.
\$166,634	Section 5310 Elderly & Disabled Grant (pending).
\$200,000	MPO Transportation Alternatives FY 18 for bus stops and Bicycle Pla-zas pending local match

## Employee and Drug and Alcohol Demographics

Employee Demographics	Full Time	Part Time	Drug & Alcohol Test	Week	FYTD	POSITIVE
Bus Operators	98	11	Pre-Employment	0	16	0
Maintenance / Facilities	32	1	Random	3	184	0
Dispatchers & Clerk	8	1	Post-Accident	1	6	0
Administrative Staff	26	n/a	Totals	4	206	0

Incidents & Collisions	Week	Fiscal Year
<i>At-Fault Collisions</i>	1	5
<i>No-Fault Collisions</i>	0	15

# Laredo Transit Center Sales & Revenues

	Week	Fiscal Year
Fix Route Tickets	\$40.00	\$11,719
Reduced Fare ID'S	\$36.00	\$886.00
EL LIFT Tickets	\$70.00	\$4,212.00
New Reduce Fare Customers	18	443
<b>LTC Sales Revenue</b>	<b>\$146.00</b>	<b>\$16,817.00</b>

## Parking Garage Activity

	Week	Fiscal Year
Parking Revenue	\$3,916.00	\$39,548.00
Parking Spaces	412	
Contracted Spaces	305	
311 Complaints	0	0

## Facility (Lessee) Inspections Notes & Findings

Greyhound	NA
Burger King	NA
City of Laredo (PD/CD)	NA

## “Deterring single occupant vehicles & funding transit and infrastructure”

### Public Partnerships to increase capital funding opportunities

As discussed during the FY19-20 Budget Workshops, El Metro Administration continues to pursue partnerships that can enhance the eligibility for state and federal fleet and facility funds. Most recently a meeting was held with local public transportation stakeholders such as the El Aguila—Webb County Rural Transportation Agency and the Laredo College for a possible partnership to enable a literally (fund) AWARD WINNING grant project.

*El Metro 5 year Transit Plan calls for outside hubs to gain efficiencies and to further increase frequency; said location will benefit the community tremendously by enabling enhanced mobility and connectivity. A proposed location at LC South Campus is been discussed. **Objective is to use the land as an in-kind match to WARRANTY A ZERO MATCH on the grant application.***

Once details are discussed, the proposal will be presented to the entire Council for approvals and to proceed with MOUs and related documentation; at this point all communication is general and to ensure all parties understand and are in agreement with this joint venture.

El Metro thanks LC Staff, Dr. Solis, LC Trustee Mr. Rangel, Webb Commissioner Mr. Gonzalez, El Aguila Director Mr. Martinez and Webb Co. Economic Development Director Mr. Flores for joining on the first brainstorming meeting this past October 8th. 2019. Claudia San Miguel, General Manager



# Transit / El Metro

State of Good Repair & Maintenance Department Reports

Bench Ads Program Update

<u>DESCRIPTION / WEEKLY UPDATES</u>	<u>Week</u>
Number of Vehicle Preventive Maintenance Inspections (PMI) Completed on Buses	8
Number of Vehicle Preventive Maintenance Inspections (PMI) Completed on Vans	1
Number of Preventive Maintenance Inspections (PMI) Completed on Fare boxes	0
Number of Facility/Equipment Preventive Maint. Inspections Completed	186
Number of Facility/Equipment Preventive Maint. Inspections	8
Number of Chargeable Mechanical	2
Miles Between Road Calls	21,412
Total Fixed Route Buses	47
Total Fixed Route Miles	36,467
Total El Lift Paratransit Vans	20
Total El Lift Paratransit Miles	6,357
Environmental Inspection On-Site. Performed EIOS Inspection	Inspected.

## El Metro Operations and Maintenance Facility Update

After receiving an award of \$9.8 million dollars from the Federal Transit Administration (FTA), El Metro Administration worked with a consultant to seek additional funds to complete Phase 1.

Phase 1 will mostly house the Maintenance shop, parking of fixed route buses, and partial operation's staff and administration. The FTA—BUILD Grant is a competitive grant for capital funds.

Previous application was short by \$7 million partially by FTA, and by the switch of cash match from the City of Laredo to in-kind by using the value of the property as match.

Recently FTA announced the successful projects; unfortunately the City of Laredo project was not selected for funding. Direction to initiate construction for a partial phase 1 will be required; El Metro will consult with Co-Interim City Managers and that of Mass Transit Board for Direction.



# District Priority Funds

## Bus Stop Enhancement Projects

### Weekly Councilmembers Report

			Nov 18-24	Nov 25-Dec 1	Dec 2-8												
Bus Stop Transit Funded Enhancements (locations):			n/a	n/a	n/a												
Pressure Wash Bus Shelter Locations:			n/a	n/a	n/a												
Lamar Shelter Locations:			n/a	n/a	n/a												
Environmental Inspection On-Site (EIOS)			Inspected.	Performed EIOS Inspection and submitted to First Transit.	Inspected.												
District 1 Priority Fund-Transit Account Status: (Funded by CM Rudy Gonzalez, Jr). Acct #470-9853-535-4324			n/a	n/a	n/a												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Budget:</th> <th style="text-align: left;">Expenditures</th> <th style="text-align: left;">Unencumbered Balance</th> </tr> </thead> <tbody> <tr> <td>\$3,894</td> <td>\$1,500</td> <td>\$243 (9/16/19)</td> </tr> </tbody> </table>			Budget:	Expenditures	Unencumbered Balance	\$3,894	\$1,500	\$243 (9/16/19)									
Budget:	Expenditures	Unencumbered Balance															
\$3,894	\$1,500	\$243 (9/16/19)															
District 2 Priority Fund-Transit Account Status: (Funded by CM Vidal Rodriguez). Account # 470-9853-535-4448)			n/a	n/a	n/a												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Budget:</th> <th style="text-align: left;">Expenditures</th> <th style="text-align: left;">Unencumbered Balance</th> </tr> </thead> <tbody> <tr> <td>\$1,211</td> <td>\$1,176</td> <td>\$35 (9/16/19)</td> </tr> <tr> <td colspan="3" style="background-color: #92d050;">Account #470-9853-535-4467</td> </tr> <tr> <td>\$6,053</td> <td>\$0</td> <td>\$6,053 (9/16/19)</td> </tr> </tbody> </table>			Budget:	Expenditures	Unencumbered Balance	\$1,211	\$1,176	\$35 (9/16/19)	Account #470-9853-535-4467			\$6,053	\$0	\$6,053 (9/16/19)			
Budget:	Expenditures	Unencumbered Balance															
\$1,211	\$1,176	\$35 (9/16/19)															
Account #470-9853-535-4467																	
\$6,053	\$0	\$6,053 (9/16/19)															
District 5 Priority Fund-Transit Account Status: (Funded by CW Nelly Vielma ). Acct #470-9853-535-4775 (Phase 3)			Receiving Planters.	Receiving Planters.	Receiving Planters.												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Budget:</th> <th style="text-align: left;">Expenditures</th> <th style="text-align: left;">Unencumbered Balance</th> </tr> </thead> <tbody> <tr> <td>\$28,145</td> <td>\$28,070</td> <td>\$75 (9/16/19)</td> </tr> </tbody> </table>			Budget:	Expenditures	Unencumbered Balance	\$28,145	\$28,070	\$75 (9/16/19)									
Budget:	Expenditures	Unencumbered Balance															
\$28,145	\$28,070	\$75 (9/16/19)															
District 6 Priority Fund-Transit Account Status: (Funded by CM Dr Marte Martinez). Acct# 472-2790-535-9301, D61906			Pending Benches.	Pending Benches.	Pending Benches.												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Budget:</th> <th style="text-align: left;">Encumbrance</th> <th style="text-align: left;">Unencumbered Balance</th> </tr> </thead> <tbody> <tr> <td>\$50,000</td> <td>\$49,370</td> <td>\$184 (9/16/19)</td> </tr> </tbody> </table>			Budget:	Encumbrance	Unencumbered Balance	\$50,000	\$49,370	\$184 (9/16/19)									
Budget:	Encumbrance	Unencumbered Balance															
\$50,000	\$49,370	\$184 (9/16/19)															
District 7 Priority Fund-Transit Account Status: (Funded by CM Altgelt). Acct# 469-9853-353-5068			Scheduled install for Dec 3-15.	Scheduled install for Dec 3-15.	Scheduled install for Dec 3-15.												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Budget:</th> <th style="text-align: left;">Expenditures</th> <th style="text-align: left;">Unencumbered Balance</th> </tr> </thead> <tbody> <tr> <td>\$16,062</td> <td>\$13,596</td> <td>290 (9/16/19)</td> </tr> </tbody> </table>			Budget:	Expenditures	Unencumbered Balance	\$16,062	\$13,596	290 (9/16/19)									
Budget:	Expenditures	Unencumbered Balance															
\$16,062	\$13,596	290 (9/16/19)															

# Bus Route Ranking Report & GM Notes

## Ranking Report by Boarding's by Route per Hour

NOVEMBER 2019

RANKING	ROUTES	Route No.	BOARDINGS PER HOUR	TOTAL BOARDINGS	TOTAL HOURS
1	CASA VERDE / DEL MAR	16	26	12,897	496
2	SANTA MARIA	1	23	26,039	1,150
3	SAN BERNARDO / SOCIAL SECURITY	2A	20	15,353	760
4	SAN BERNARDO / MAIN LIBRARY	2B	19	14,310	755
5	MINES ROAD / INDUSTRIAL PARK	17	19	9,405	495
6	SHILOH EXPRESS	12B	19	8,769	461
7	DEL MAR EXPRESS	12A	17	7,730	451
8	CONVENT/MCPHERSON	3	16	13,680	839
9	SANTA RITA	14	16	7,097	447
10	LOS ANGELES / SIERRA VISTA	20	15	5,809	375
11	CESAR/ HEALTH CLINIC	6	15	5,714	372
12	MEDICAL CENTER	8A	15	5,713	387
13	SPRINGFIELD	4	14	10,940	777
14	CORPUS CHRISTI	10	13	10,482	796
15	GUSTAVUS / AIRPORT	11	13	5,646	420
16	SANTO NINO / LARGA VISTA	19	13	5,192	387
17	LC/ LADRILLERA/ EL CUARTO	7	12	5,024	408
18	MARKET/NEW YORK	9	11	7,732	712
19	TILDEN / MUNICIPAL COURT	5	10	3,694	366
20	MAIN / RIVERSIDE	15	8	3,173	379
21	VILLA DEL SOL / CHEYENNE	8B	6	1,759	290
22	CI CIRCULATOR	21	3	804	243
AVERAGE=		16		190,385	12,067
Minimum Route Performance *		10			

### *El Metro's Administration Working on PTASP Compliance*

*El Metro administration is focusing resources on the Federal Transit Administration (FTA) implementation of the Public Transportation Agency Safety Plan (PTASP). As presented during the FY 19-20 Budget Workshops, and most recently at City Council, compliance deadline is July 2020. Completing the Safety Plan (PTASP) it is an agency-wide effort whereas every aspect of the operation and maintenance it is considered for the plan. Administrative staff is attending FTA trainings via webinars, and working meetings are conducted with administration to monitor work status.*

On July 19, 2018, FTA published the [Public Transportation Agency Safety Plan \(PTASP\) Final Rule](#), which requires certain operators of public transportation systems that receive federal funds under FTA's [Urbanized Area Formula Grants](#) to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). FTA published a [Dear Colleague](#) letter on July 19, 2019, to alert the transit industry of the July 20, 2020 safety compliance deadline. The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial

# EL METRO FIXED ROUTE BIKE BOARDING

Bus Route	Bike Count	Buses on Route
#1 Santa Maria	49	3
#2A San Bernardo SS	18	2
#2B San Bernardo Library	33	2
#3 Convent	42	2
#4 Springfield	9	2
#5 Tilden	1	1
#6 Cedar	2	1
#7 Laredo College	0	1
#8A Guadalupe Lane	4	1
#8B Guadalupe Villas del Sol	0	1
#9 Market	11	2
#10 Corpus Christi	5	2
#11 Sames Auto Arena	13	1
#12A Las Brisas	21	2
#12B Shiloh	22	2
#13 Heritage Park	7	1
#14 Santa Rita	15	1
#15 Main Riverside	0	1
#16 TAMIU	19	2
#17 Mines Rd	21	2
#19 Santo Niño	5	1
#20 Los Angeles	22	1
#C1 Mines Road	2	2
<b>TOTAL:</b>	<b>321</b>	<b>34</b>





## El Metro Transit

### Proposed Fare For Multi-Ride Bus Pass Program,

#### Reduction for Elderly and Disabled Off-Peak Fare and elimination of Transfers.

El Metro Transit is proposing a reduction to the Elderly & Disabled off-peak fare, the elimination of Transfers, and a new fare for the Unlimited (multi-ride) Bus Pass program for fixed route riders.

We want to advise the public of the proposed fares for the new bus pass. El Metro will feature Ticket Vending Machines to purchase passes for daily, weekly, or monthly at the Laredo Transit Center located at 1300 Farragut Street here in downtown Laredo.

Bus Passes will allow passengers to enjoy unlimited rides for a day (24 hours from time of first use), for a week or for the entire month. The proposed reduction for Elderly & Disabled fare will allow eligible riders to take twice the number of trips under the same budget. The elimination of Transfers will deter fare evasion in the form of re-sale of transfers.

Public Transportation lessens the burdens of vehicle ownership and reduces traffic congestion around the city. By providing unlimited ride passes, El Metro enables residents to take multiple trips during a day to meet their work, medical, leisure, education and any other transportation needs at a low cost.

#### Public Meetings Notice

1. Two public meetings will be held for interested persons or agencies to be heard with respect to the proposed new fare and changes.
2. Interested persons or agencies may present evidence and recommendations orally or in writing at any of the meetings.
3. Persons unable to attend a meeting may submit in writing, fax or email comments to El Metro Fares, 1301 Farragut, Laredo, Texas 78040; fax (956) 795-2258; email mgarcia5@ci.laredo.tx.us.

#### Meeting Locations

El Metro Transit Center Lobby  
1301 Farragut  
Laredo, Texas 78043  
Friday, December 20, 2019  
9:00 a.m. to 11:00 a.m.

Sophie Christine Mckendrick, Francisco  
Ochoa, Fernando Salinas Library  
1920 Palo Blanco  
Laredo, Texas 78046  
Friday, December 20, 2019  
3:00 p.m. to 5:00 p.m.

#### PROPOSED FARE FOR MULTI-RIDE BUS PASS PROGRAM AND OFF PEAK FARE REDUCTION FOR ELDERLY AND DISABLED, AND TO DISCONTINUE TRANSFERS

Multi-Ride Bus Pass	Proposed Unlimited Rides Fare Structure
2 Hour Pass	\$3.00
Daily Pass	\$6.00
Weekly Pass	\$40.00
Monthly Pass	\$120.00
Off Peak Elderly and Disable Current \$0.50	Off Peak Elderly and Disable Proposed \$0.25
Transfers \$1.00	Eliminate

We value community input; share your opinion at a public meeting, by mail, fax, or by postal service.  
Comments must be post marked/received no later than December 23, 2019.

LAREDO MASS TRANSIT BOARD & CITY ADMINISTRATION

TRANSIT / EL METRO DIRECTORY

**Laredo Mass Transit Board & City Administration**

**Mayor—Pete Saenz**

**D1—Rudy Gonzalez \* D2—Vidal Rodriguez**

**D3—Mercurio Martinez \* D4 - Albert Torres**

**D5-Nelly Vielma \* D6-Dr. Marte Martinez**

**D7-George Altgelt \* D8-Roberto Balli**

**CMO Rosario Cabello & CMO Robert Eads**

**MPO Transit Representative—George Altgelt**

**First Transit -Norma Zamora Regional Vice-President**

*Claudia San Miguel, General Manager*

**El Metro Transit Center  
1301 Farragut Laredo, Texas 78040**

***Joe "Flash" Lerma, Safety & Training Coordinator***

***795-2288 ext. 228***

***Monica Serna, Transit Center Coordinator***

***795-2288, ext. 283***

***Monica Garcia, Community Outreach Coordinator, PIO***

***795-2288, ext. 222***

***Gustavo Villarreal, Budget Liaison***

***795-2288, ext. 259***

**El Metro Operations and Maintenance  
401 Scott—Laredo, Texas 78040**

***Joe Jackson, Assistant General Manager for Maintenance***

***795-2250 ext. 101***

***Rosa Soto, Assistant General Manager for Operations***

***795-2250, ext. 110***

***Rosa Hilda Villarreal, Operations Manager***

***956-795-2250, ext. 121***

***Sandy Esparza, El Lift Manager***

***956-795-2250, ext. 130***