

# *Laredo-Webb County Area*

## *Metropolitan Planning Organization Policy Committee*

### Notice of Public Meeting

**City of Laredo  
Joe A. Guerra Laredo Public Library  
Multi-Purpose Room  
1120 E. Calton Road  
Laredo, Texas  
March 16, 2020  
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 February 18, 2020.
  - B. To receive public testimony and initiate a ten-day public review and comment period on the proposed amendment(s) of the 2019-2022 Transportation Improvement Program (TIP):
    1. **Addition** of project CSJ 2150-04-078 intended to provide for the construction of a right turn lane at the intersection of Killam Industrial Blvd. and FM 1472, from Killam Industrial Blvd. to 0.187 miles N. of Killam Industrial Blvd intersection,

with an estimated total project cost of \$1,410,667. The proposed letting date is FY 2020.

2. **Revision** of project CSJ 0018-06-136 intended to widen main lanes and construct railroad grade separation on IH 35, from Shiloh Dr. to 0.38 miles south of IH 35 interchange (INT), proposed to let in 2020. **Purpose** of the amendment is to convert funding from Federal funds to State funds, and adjust funding to \$54,000,000.
  3. **Revision** of project CSJ 0018-06-198 intended to provide for widening of IH 35 from 4 to 6 lanes, from 0.38 miles south of US59/IH 35 INT to 0.80 miles north of US59/IH 35 INT, proposed to let in 2020. **Purpose** of amendment is to convert funding from Federal to State funds, and adjust funding to \$5,000,000.
  4. **Revision** of project CSJ 0018-06-183 intended to provide for the construction of a Direct Connector Interchange (DC #5), from 0.50 miles south of US59-SL20 to 0.50 miles east of IH35/US59-SL20, proposed to let in 2020. **Purpose** of amendment is to convert funding from Federal to State funds, and adjust funding to \$30,000,000.
  5. **Revision** of project CSJ 0018-06-184 intended to provide for construction of a Direct Connector Interchange (DC #8), from 0.50 miles west of IH 35 to 0.50 miles south of US59, proposed to let in 2020. **Purpose** of the amendment is to convert funding from \$22,000,000 in Federal to \$22,000,000 in State funds. The total amount of funds allocated will remain unchanged at \$22,000,000.
  6. **Revision** of project CSJ 0086-14-084 intended to provide for widening of IH 69W from 4 to 6 lanes, from World Trade Bridge to IH 35, proposed to let in 2020. **Purpose** of amendment is to convert funding from Federal to State funds, and adjust funding to \$15,000,000.
  7. **Revision** of project CSJ 2150-04-076 intended to provide for the construction of additional travel lane on FM 1472, from Big Bend Blvd to Killam Industrial Blvd., proposed to let in 2020. **Purpose** of the amendment is to convert funding from Federal to State funds, and adjust funding to \$3,340,000.
- C. Receive public testimony and initiate a ten-day public review and comment period for the following proposed amendment(s) of the 2020-2045 Metropolitan Transportation Plan (MTP):
1. Amending Table 10-2, entitled List of TxDOT UTP 2020-2030 Programmed Projects, & Figure 10-1, entitled Map of TxDOT UTP Programmed Projects, as necessary to incorporate the following revisions:
    - a) **Addition** of project CSJ 2150-04-078 intended to provide for the construction of a right turn lane at the intersection of Killam Industrial Blvd.

and FM 1472, from Killam Industrial Blvd. to 0.187 miles N. of Killam Industrial Blvd intersection, with an estimated total project cost of \$1,255,375. The proposed letting date is FY 2020.

D. Discussion and possible action on truck parking areas “truck parks,” and any matters incidental thereto. (Mayor).

E. Discussion with possible action on Hachar-Reuthinger.

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

A. Status report on the ongoing Active Transportation Plan. (Cm. Altgelt)

B. Update by Transit on its working relationship with El Aguila, the Laredo College South Campus Transit hub, and any matters incidental thereto. (Cm. Altgelt)

C. Status report by TxDOT on all TIP projects. (Mayor, TxDOT)

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

VI. ADJOURNMENT

THIS NOTICE WAS POSTED AT THE MUNICIPAL GOVERNMENT OFFICES, 1110 HOUSTON STREET, LAREDO, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES. SAID NOTICE WAS POSTED BY MARCH 13TH, 2020, 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 dias habiles

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 electronico 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

**PRIVATE SECTOR**

Member at large (Vacant)

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

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

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J. Kirby Snideman, AICP  
MPO Director

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Jose A. Valdez, Jr.  
City Secretary

# Laredo-Webb County Area

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



## MINUTES OF THE FEBRUARY 18<sup>TH</sup>, 2020 MEETING

### **Regular members present:**

Honorable Pete Saenz, Mayor and LUTS Chairperson  
Honorable Tano E. Tijerina, Webb County Judge  
Honorable Norma “Nelly” Vielma, City Councilmember, District V  
Honorable Dr. Marte Martinez, City Councilmember, District VI  
Honorable John Galo, Webb County Commissioner, Pct. 3

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

Honorable George Altgelt, City Councilmember, District VII  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1  
David M. Salazar, Jr., TxDOT District Engineer  
(Member At Large- Currently Vacant)

### **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/MPO Staff  
Vanessa Guerra, City Planning/MPO Staff  
Jason Hinojosa, City Planning MPO Staff  
Claudia San Miguel, Transit  
Joe Jackson, Transit  
Eduardo Bernal, Transit  
Rosa Soto, Transit  
Brenda Elizondo, Transit  
Ramon Chavez, City Engineer

State: Humberto “Tito” Gonzalez, TxDOT  
Jesus Saaveda, TxDOT Laredo

Jose Emiliano, TxDOT APD  
Fernando Martinez, TxDOT ROW  
Sara R Garza, TxDOT

Others: Antonio Rodriguez, HNTB/WCCL RMA  
Tello Rodriguez, Consultant Regional Mobility Authority (RMA)  
Jason Rodriguez, Consultant Regional Mobility Authority (RMA)  
Doug Howland, Consultant Regional Mobility Authority (RMA)  
Nicholas Van Steinberg, Hachar Trust and Verde Corp.  
Robert Martinez, Webb County CAA  
Guillermo Cuellar, Webb County  
Victoria Dominguez, COL  
James Flores

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

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

Mayor Pete Saenz made a motion to **move up** agenda item V, E1.

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

Motion carried unanimously.

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

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

**1. Presentation on the draft North Laredo-Webb County Transportation Planning Study.**

The Policy Committee discussed the funding status of various projects and expressed their concerns regarding the “Vallecillo” and “Hachar” projects.

Cm. John Galo requested TxDOT present updated map of the projects as they get completed.

Humberto Gonzalez, TxDOT mentioned that a status report of each of the projects would be given at the next meeting.

Cm. Dr. Marte Martinez made a motion to **move up** agenda item **IV, F1**.

Quorum was lost as Judge Tano Tijerina had stepped out of the meeting momentarily. Motioned carried once quorum was reestablished at 2:10 PM.

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

Motion carried unanimously.

**IV. ITEMS REQUIRING POLICY COMMITTEE ACTION**

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

**1. Status report by Verde Corp. representative on the right of way ownership.**

Nicholas Van Steinberg, Hachar Trust and Verde Corp., informed the Policy Committee of the pending signed agreement between property owners.

Cm. Dr. Marte Martinez discussed the importance of the project as it relates to mobility in the area and to Laredo as a growing port.

Mr. Van Steinberg gave a brief update on the progress of the project including the status of the environmental assessment. The environmental document has been submitted to TxDOT for 90% review and comment.

**IV. ITEMS REQUIRING POLICY COMMITTEE ACTION**

**A. Approval of the minutes for the meeting held January 21, 2020.**

Mayor Pete Saenz made a motion to approve the minutes of January 21<sup>st</sup>, 2020.

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

Motion carried unanimously.

**B. Receive public testimony and approve Resolution No. MPO 2020-01, adopting the proposed amendment(s) of the MPO By-Laws and Operation Procedures.**

Mayor Pete Saenz made a motion to open the public hearing.

Kirby Snideman, MPO Director, provided a brief summary of the proposed changes to the By-Laws, which included:

1. Minimum quorum needed on future meetings, reduced from five to four members.
2. Name change from “Laredo Urban Transportation Study” to the “Laredo and Webb County Area Metropolitan Planning Organization”.
3. TxDOT District membership to be converted to a “Member at Large” which will be appointed by the Committee at a later date.

Mayor Pete Saenz requested clarification on the number of members of the Policy Committee required for action on future items decisions.

Kirby Snideman, MPO Director, clarified that a majority of Policy Committee members present would be required to take action of all future proposed items once the item was approved.

Mayor Pete Saenz made a motion to close the public hearing and approve the item.

Second: Cm. Dr. Martinez  
For: 5  
Against: 0  
Abstained: 0

Motion carried unanimously.

**C. Receive public testimony and approve Resolution No. MPO 2020-03, adopting and supporting the Texas Department of Transportation’s 2020 targets for the five federal Safety Performance Measures.**

Cm. Dr. Marte Martinez made a motion to open a public hearing.



Second: Mayor Saenz  
For: 5  
Against: 0  
Abstained: 0

Motion carried unanimously.

Mayor Pete Saenz requested clarification on the item.

Vanessa Guerra, MPO Coordinator, informed the Policy Committee that adopting TxDOT goals was intended to enhance performance based, data driven transportation planning. TxDOT Safety targets are presented to for the Policy Committee for adoption on a yearly basis.

Cm. Dr. Marte Martinez requested to see the progress of the project perhaps in the future, hopefully quarterly.

Vanessa Guerra, MPO Coordinator, agreed that once the process and policies are properly implemented, the progress of selected projects towards meeting the safety targets would be more easily monitored.

Cm. Dr. Marte Martinez made a motion to approve the item.

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

Motion carried unanimously

**D. A motion to authorize the amendment of the approved tri-party Memorandum of Understanding (M.O.U.) between the Laredo Metropolitan Planning Organization, the Texas Department of Transportation and el Metro (the Laredo Public Transportation Operator) as required by 23 CFR 450.314(h), in order to attach Appendix A, Safety Performance Measures and Targets, and Appendix B, Pavement and Bridge Performance Measures and Targets, per Federal Highway Administration's (FHWA) recommendation, resultant from the recent mock certification review, to include currently adopted PM-1/PM-2/PM-3 performance measures and targets, meant to assure that the agreement is a living document to be updated periodically with the newly established performance measures and targets as the Policy Committee adopts them.**

The Policy Committee requested further clarification on the item.

Kirby Snideman, MPO Director, informed the Policy Committee that the items was an update to the current agreement between the City, the State and Transit, was intended to attach appendices to the document to memorialize the PM1, PM2, and PM3 targets adopted.

Mayor Saenz made a motion to **approve** the item.

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

Motion carried unanimously.

**E. Discussion and possible action on truck parking areas “truck parks,” and any matters incidental thereto. (Mayor Saenz).**

The Policy Committee discussed the ongoing issue of trucks parking along local streets while waiting to enter their final destinations. Further investigation is necessary to develop appropriate solutions.

The item was proposed to be placed on the agenda of the City Council and the next MPO agenda for further discussion. Policy Committee request the MPO further research the item and return to the Committee its recommendations.

Mayor Pete Saenz requested the item be placed on the next meeting agenda.

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

**A. Update by TxDOT on the re-designation of IH-35 south of Victoria Street (also known as the “Four Block area”) including the State’s position on said re-designation, and any matters incidental thereto. (Dr. Marte Martinez)**

Humberto Gonzalez informed the Policy Committee of the ongoing investigation into the possible reclassification of the corridor and suggested further discussion in order to better understand the operational impact to the corridor, should the corridor be reclassified.

**B. Status report on the ongoing Active Transportation Plan. (Cm. Altgelt)**

No discussion. Item was postponed till next Policy Committee meeting.

**C. Update by Transit on its working relationship with El Aguila, the Laredo College South Campus Transit hub, and any matters incidental thereto. (Cm. Altgelt)**

Judge Tano Tijerina made a motion to **table** the items **V, B & C** till next meeting due absence of George Altgelt.

Second: Cm. Dr. Martinez  
For: 5  
Against: 0  
Abstained: 0

Motion carried unanimously.

**D. TxDOT Project updates.**

Jesus Saaveda, TxDOT Area Engineer, informed of the Policy Committee of the status major TxDOT projects, which were:

- Project: IH35/Lp20 (Interchange)  
Current phase: Pavement repairs, painting.  
Est. project completion date: Substantially Completed January 2020  
Complete = 99%
- Project: SH 359, (Overlay)  
Current phase: Working on rail upgrade  
Est. project completion date: May 2020  
Complete = 97%
- Project: Overlay project various locations (Mill/Inlay)  
Current phase: Upgrading rail and riprap (All City Limits locations completed)  
Est. project completion date: May 2020  
Overall Project Complete = 91%
- Project: US 83 North, (Rehabilitation)  
Current phase: Just shift traffic to Phase II, step I  
Est. project completion date: December 2022  
Complete = 16%
- Project: FM 3338, (Rehabilitation/Widening)  
Current phase: Extending structures  
Est. project completion date: September 2022  
Complete = 8%

Humberto Gonzalez, TxDOT informed the Policy Committee of the current discussions with the developer from Antler Crossings regarding the use of land for the TxDOT project.

**VI. ADJOURNMENT**

Cm. Galo made a motion to **adjourn** the meeting at 2:43 p.m.

Second: Cm. Dr. Martinez

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**

<p><b>DATE:</b> 3-16-20</p>	<p><b>SUBJECT: MOTION</b> Initiate a 10 day public review and comment period for the proposed amendment(s) of the 2019-2022 Transportation Improvement Program (TIP):</p> <ol style="list-style-type: none"> <li>1. <b>Addition</b> of project CSJ 2150-04-078 intended to provide for the construction of a right turn lane at the intersection of Killam Industrial Blvd. and FM 1472, from Killam Industrial Blvd. to 0.187 miles N. of Killam Industrial Blvd intersection, with an estimated total project cost of \$1,410,667. The proposed letting date is FY 2020.</li> <li>2. <b>Revision</b> of project CSJ 0018-06-136 intended to widen main lanes and construct railroad grade separation on IH 35, from Shiloh Dr. to 0.38 miles south of IH 35 interchange (INT), proposed to let in 2020. <b>Purpose</b> of the amendment is to convert funding from Federal funds to State funds, and adjust funding to \$54,000,000.</li> <li>3. <b>Revision</b> of project CSJ 0018-06-198 intended to provide for widening of IH 35 from 4 to 6 lanes, from 0.38 miles south of US59/IH 35 INT to 0.80 miles north of US59/IH 35 INT, proposed to let in 2020. <b>Purpose</b> of amendment is to convert funding from Federal to State funds, and adjust funding to \$5,000,000.</li> <li>4. <b>Revision</b> of project CSJ 0018-06-183 intended to provide for the construction of a Direct Connector Interchange (DC #5), from 0.50 miles south of US59-SL20 to 0.50 miles east of IH35/US59-SL20, proposed to let in 2020. <b>Purpose</b> of amendment is to convert funding from Federal to State funds, and adjust funding to \$30,000,000.</li> <li>5. <b>Revision</b> of project CSJ 0018-06-184 intended to provide for construction of a Direct Connector Interchange (DC #8), from 0.50 miles west of IH 35 to 0.50 miles south of US59, proposed to let in 2020. <b>Purpose</b> of the amendment is to convert funding from \$22,000,000 in Federal to \$22,000,000 in State funds. The total amount of funds allocated will remain unchanged at \$22,000,000.</li> <li>6. <b>Revision</b> of project CSJ 0086-14-084 intended to provide for widening of IH 69W from 4 to 6 lanes, from World Trade Bridge to IH 35, proposed to let in 2020. <b>Purpose</b> of amendment is to convert funding from Federal to State funds, and adjust funding to \$15,000,000.</li> <li>7. <b>Revision</b> of project CSJ 2150-04-076 intended to provide for the construction of additional travel lane on FM 1472, from Big Bend Blvd to Killam Industrial Blvd., proposed to let in 2020. <b>Purpose</b> of the amendment is to convert funding from Federal to State funds, and adjust funding to \$3,340,000.</li> </ol> <p style="text-align: right;">TIP 19-22/REV 4</p>
<p><b>INITIATED BY:</b> TxDOT/MPO</p>	<p><b>STAFF SOURCE</b> J. Kirby Snideman MPO Director</p>
<p><b>PREVIOUS ACTION:</b> The MPO Policy Committee approved Resolution No. MPO 2018-03 adopting the 2019-2022 TIP on 05/21/18. A ten day and public review comment period for the proposed revisions was initiated on 7-15-19. Revision 2 was adopted by the Policy Committee on September 16, 2019. Revision 3 was adopted by the Policy Committee on _____.</p>	
<p><b>COMMITTEE RECOMMENDATION:</b> Approval</p>	<p><b>STAFF RECOMMENDATION:</b> Approval.</p>

**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

**BACKGROUND:**

See Attachment A- Project Summaries and Attachment B – 2019-2022 Financial Summary for full revision details.

MAY REVISION RUNS REPORT UPDATE (NEW PROJECT)

CSJ 2150-04-078

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	2150-04-078	2020	FM 1472	C	Laredo	\$ 1,255,375

Limits From: Killam Industrial Blvd Int  
 Limits To: 0.187 MI N of Killam Industrial Blvd Int  
 Project DESCR: Intersection Improvements add right turn lane  
 Remarks P7: Add new project to FY20 May revision 2020

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 3  
 Project History

Authorized Funding By Category/Share

Category	Federal	State	Regional	Local	Local Contributions	Total
3	\$ -	\$ -	\$ -	\$ 1,255,375	\$ -	\$ 1,255,375
<b>Total</b>						<b>\$ 1,255,375</b>

Total Project Cost Information

Prelim Eng	\$ 61,514	Cost of Approved Phases \$ 1,255,375
ROW Purch	\$ -	
Const Cost	\$ 1,255,375	
Const Eng	\$ 50,341	
Conting	\$ 17,827	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 49,086	
<b>Total Cost</b>	<b>\$ 1,434,143</b>	

MAY REVISION RUNS REPORT UPDATE

**CSJ 0018-06-136**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-136		2020 IH 35	C	Laredo	\$ 54,000,000.00

Limits From: Shiloh Drive  
 Limits To: 0.38 Miles S. of US 59/IH 35 Int  
 Project DESCR: Widen of Interstate to 6 lane and RR grade separation  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 2M,4,12  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
2M	\$ -	\$ 9,000,000.00	\$ -	\$ -	\$ -	\$ 9,000,000.00
4	\$ -	\$ 27,000,000.00	\$ -	\$ -	\$ -	\$ 27,000,000.00
12	\$ -	\$ 18,000,000.00	\$ -	\$ -	\$ -	\$ 18,000,000.00
<b>Total</b>						<b>\$ 54,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 2,594,316.00
ROW Purch	\$ 266,000.00
Const Cost	\$ 52,945,216.00
Const Eng	\$ 2,631,378.00
Conting	\$ 1,323,631.00
Indirect	\$ -
Bond Fin	\$ -
<u>Pt Chg Ord</u>	<u>\$ 1,757,782.00</u>
<b>Total Cost</b>	<b>\$ 61,518,323.00</b>

Cost of Approved Phases \$ 54,000,000
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**CSJ 0018-06-183**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-183		2020 IH 35	C	Laredo	\$ 30,000,000.00

Limits From: 0.50 MI South of US 59  
 Limits To: 0.50 MI East of IH 35  
 Project DESCR: New direct connector (#5) west I-69W to south IH 35  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 4  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
4	\$ -	\$ 30,000,000.00	\$ -	\$ -	\$ -	\$ 30,000,000.00
<b>Total</b>						<b>\$ 30,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 1,261,258.00
ROW Purch	\$ 322,152.00
Const Cost	\$ 25,739,953.00
Const Eng	\$ 1,279,276.00
Conting	\$ 643,499.00
Indirect	\$ -
Bond Fin	\$ -
<u>Pt Chg Ord</u>	<u>\$ 854,567.00</u>
<b>Total Cost</b>	<b>\$ 30,100,705.00</b>

Cost of Approved Phases \$ 30,000,000
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MAY REVISION RUNS REPORT UPDATE

**CSJ 0018-06-184**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-184		2020 IH 35	C	Laredo	\$ 22,000,000.00

Limits From: 0.50 MI West of IH 35  
 Limits To: 0.50 MI South of US 59  
 Project DESCR: New direct connector (#8) east I-69W to south IH 35  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 12  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
12	\$ -	\$ 22,000,000.00	\$ -	\$ -	\$ -	\$ 22,000,000.00
<b>Total</b>						<b>\$ 22,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 898,865.00	Cost of Approved Phases \$ 22,000,000
ROW Purch	\$ 10,000.00	
Const Cost	\$ 18,344,183.00	
Const Eng	\$ 911,706.00	
Conting	\$ 458,605.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 609,027.00	
<b>Total Cost</b>	<b>\$ 21,232,386.00</b>	

**CSJ 0018-06-198**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-198		2020 IH 35	C	Laredo	\$ 5,000,000.00

Limits From: 0.38 Miles South of US59/IH35 INT  
 Limits To: 0.80 Miles North of US59/IH35 INT  
 Project DESCR: Widen Interstate to 6 lanes  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 11  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
11	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ 5,000,000.00
<b>Total</b>						<b>\$ 5,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 206,438.00	Cost of Approved Phases \$ 5,000,000
ROW Purch	\$ 5,000.00	
Const Cost	\$ 4,213,012.00	
Const Eng	\$ 182,424.00	
Conting	\$ 125,970.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 210,651.00	
<b>Total Cost</b>	<b>\$ 4,943,495.00</b>	

MAY REVISION RUNS REPORT UPDATE

**CSJ 0086-14-084**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0086-14-084		2020 IH 69W	C	Laredo	\$ 15,000,000.00

Limits From: World Trade Bridge GSA Facilities  
Limits To: 0.330 Miles West of IH 35

Project DESCR: Widen Interstate to 6 lanes

Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
Revision Date 05/2020  
MPO Proj Num  
Funding Cat(S) 11  
Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
11	\$ -	\$ 15,000,000.00	\$ -	\$ -	\$ -	\$ 15,000,000.00
<b>Total</b>						<b>\$ 15,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 659,376.00	Cost of Approved Phases \$ 15,000,000
ROW Purch	\$ -	
Const Cost	\$ 13,456,648.00	
Const Eng	\$ 582,673.00	
Conting	\$ 402,354.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 672,833.00	
<b>Total Cost</b>	<b>\$ 15,773,884.00</b>	

**CSJ 2150-04-076**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	2150-04-076		2020 FM 1472	C	Laredo	\$ 3,340,000.00

Limits From: Big Bend Blv Northbound  
Limits To: Killam Industrial Blvd Northbound

Project DESCR:

Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
Revision Date 05/2020  
MPO Proj Num  
Funding Cat(S) 11  
Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
11	\$ -	\$ 3,340,000.00	\$ -	\$ -	\$ -	\$ 3,340,000.00
<b>Total</b>						<b>\$ 3,340,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 234,844.00	Cost of Approved Phases \$ 3,340,000
ROW Purch	\$ -	
Const Cost	\$ 4,792,733.00	
Const Eng	\$ 235,324.00	
Conting	\$ 108,316.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 250,181.00	
<b>Total Cost</b>	<b>\$ 5,621,398.00</b>	



Laredo MPO - District 22  
 FY 2019 - 2022 Transportation Improvement Program  
 May 2020 Quarterly STIP Revision

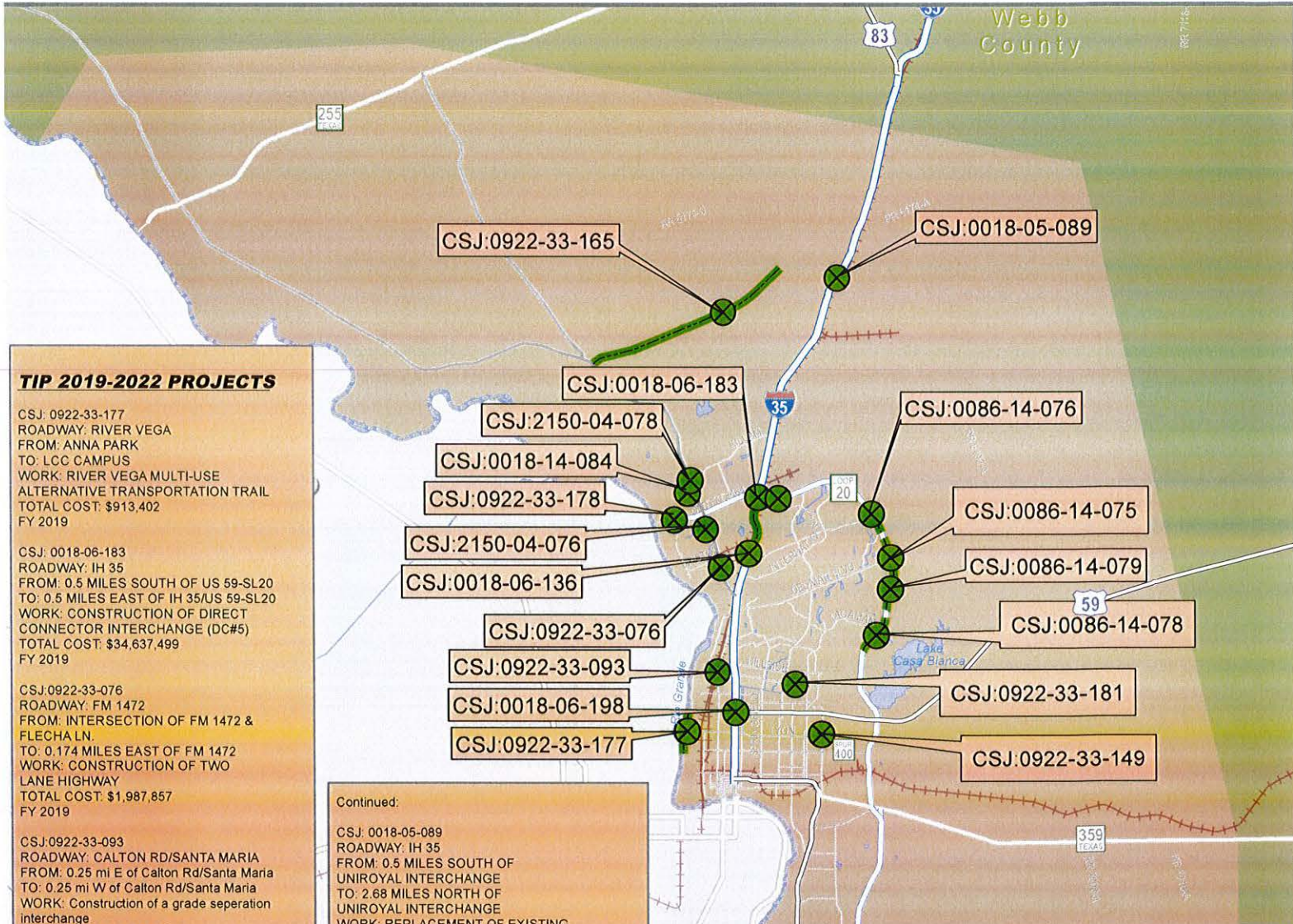
Funding by Category

Category	Description	FY 2019		FY 2020		FY 2021		FY 2022		Total FY 2019 - 2022	
		Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized
1	Preventive Maintenance and Rehabilitation	\$0	\$0	\$0	\$0	\$0	\$0	\$18,477,632	\$18,477,632	\$18,477,632	\$18,477,632
2M or 2U	Urban Area (Non-TMA) Corridor Projects	\$0	\$0	\$9,000,000	\$9,000,000	\$5,438,724	\$5,438,724	\$79,531,847	\$79,531,847	\$93,970,571	\$93,970,571
3	Non-Traditionally Funded Transportation Project	\$0	\$0	\$9,972,433	\$9,972,433	\$0	\$0	\$0	\$0	\$9,972,433	\$9,972,433
4	Statewide Connectivity Corridor Projects	\$0	\$0	\$57,000,000	\$57,000,000	\$0	\$0	\$65,000,000	\$65,000,000	\$122,000,000	\$122,000,000
5	CMAQ	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
6	Structures	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
7	Metro Mobility & Rehab	\$0	\$0			\$32,339,796	\$32,339,796	\$0	\$0	\$32,339,796	\$32,339,796
8	Safety	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
9	TAP / TASA	\$0	\$0	\$815,798	\$815,798	\$288,774	\$288,774	\$0	\$0	\$1,104,572	\$1,104,572
10	Supplemental Transportation	\$0	\$0	\$14,520,408	\$14,520,408	\$12,067,384	\$12,067,384	\$0	\$0	\$26,587,792	\$26,587,792
10 CBI	Corridor Border	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
11	District Discretionary	\$0	\$0	\$23,340,000	\$23,340,000	\$0	\$0	\$0	\$0	\$23,340,000	\$23,340,000
12	Strategic Priority	\$0	\$0	\$40,000,000	\$40,000,000	\$17,000,000	\$17,000,000	\$0	\$0	\$57,000,000	\$57,000,000
SBPE	Strategy Budget PE	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
SB 102	Strategy 102	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		\$0	\$0	\$154,648,639	\$154,648,639	\$67,134,678	\$67,134,678	\$163,009,479	\$163,009,479	\$384,792,796	\$384,792,796

Funding Participation Source

Source	FY 2019	FY 2020	FY 2021	FY 2022	Total FY 19-22
Federal	\$0	\$13,250,845	\$53,707,742	\$138,755,346	\$205,713,933
State	\$0	\$129,340,000	\$6,958,977	\$24,254,133	\$160,553,110
Local Match	\$0	\$3,340,736	\$6,467,959	\$0	\$9,808,695
CAT 3 - Local Contributions (LC)	\$0	\$8,717,058	\$0	\$0	\$8,717,058
CAT 3 - Prop 1	\$0	\$0	\$0	\$0	\$0
CAT 3 - Prop 12	\$0	\$0	\$0	\$0	\$0
CAT 3 - Prop 14 Bonds	\$0	\$0	\$0	\$0	\$0
CAT 3 - Texas Mobility Fund	\$0	\$0	\$0	\$0	\$0
CAT 3 - TDC	\$0	\$0	\$0	\$0	\$0
Other - Strategy PE Budget	\$0	\$0	\$0	\$0	\$0
Other - Strategy 102 Budget	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	\$0	\$154,648,639	\$67,134,678	\$163,009,479	\$384,792,796

# 2019-2022 TIP LOCATIONS OF PROJECTS



### TIP 2019-2022 PROJECTS

CSJ: 0922-33-177  
ROADWAY: RIVER VEGA  
FROM: ANNA PARK  
TO: LCC CAMPUS  
WORK: RIVER VEGA MULTI-USE ALTERNATIVE TRANSPORTATION TRAIL  
TOTAL COST: \$913,402  
FY 2019

CSJ: 0018-06-183  
ROADWAY: IH 35  
FROM: 0.5 MILES SOUTH OF US 59-SL20  
TO: 0.5 MILES EAST OF IH 35/US 59-SL20  
WORK: CONSTRUCTION OF DIRECT CONNECTOR INTERCHANGE (DC#5)  
TOTAL COST: \$34,637,499  
FY 2019

CSJ:0922-33-076  
ROADWAY: FM 1472  
FROM: INTERSECTION OF FM 1472 & FLECHA LN.  
TO: 0.174 MILES EAST OF FM 1472  
WORK: CONSTRUCTION OF TWO LANE HIGHWAY  
TOTAL COST: \$1,987,857  
FY 2019

CSJ:0922-33-093  
ROADWAY: CALTON RD/SANTA MARIA  
FROM: 0.25 mi E of Calton Rd/Santa Maria  
TO: 0.25 mi W of Calton Rd/Santa Maria  
WORK: Construction of a grade separation interchange  
TOTAL COST: \$21,249,609  
FY 2019

CSJ: 0922-33-165  
ROADWAY: HACHAR PARKWAY  
FROM: FM 1472  
TO: 0.1 MILE EAST OF BELTWAY PKWY.  
WORK: PRELIMINARY ENGINEERING FOR 5 LANE RURAL HIGHWAY  
TOTAL COST: \$32,339,796  
FY 2021

CSJ:0922-33-178  
ROADWAY: LOOP 20  
FROM: WORLD TRADE BRIDGE  
TO: WORLD TRADE BRIDGE  
WORK: CONSTRUCTION OF INSPECTION BOOTHS  
TOTAL COST: \$12,067,384  
FY 2021

CSJ: 0018-06-136  
ROADWAY: IH 35  
FROM: SHILOH DR.  
TO: 0.25 MILES NORTH OF US 59/IH 69W  
WORK: WIDEN OF MAINLANES AND RR GRADE SEPERATION  
TOTAL COST: \$67,435,054  
FY 2021

CSJ: 0086-14-078  
ROADWAY: US 59  
FROM: 0.5 MILES SOUTH OF JACAMAN RD.  
TO: 0.5 MILES NORTH OF JACAMAN RD.  
WORK: CONSTRUCTION OF INTERCHANGE  
TOTAL COST: \$22,438,723  
FY 2021

Continued:

CSJ: 0018-05-089  
ROADWAY: IH 35  
FROM: 0.5 MILES SOUTH OF UNIROYAL INTERCHANGE  
TO: 2.68 MILES NORTH OF UNIROYAL INTERCHANGE  
WORK: REPLACEMENT OF EXISTING BRIDGE  
TOTAL COST: \$83,477,832  
FY 2022

CSJ: 0086-14-075  
ROADWAY: US 59  
FROM: 0.5 MILES SOUTH OF DEL MAR BLVD.  
TO: 0.5 MILES NORTH OF DEL MAR BLVD.  
WORK: CONSTRUCTION OF INTERCHANGES  
TOTAL COST: \$30,692,033  
FY 2022

CSJ: 0086-14-076  
ROADWAY: US 59  
FROM: 0.5 MILES SOUTH OF SHILOH DR.  
TO: 0.5 MILES NORTH OF SHILOH DR.  
WORK: CONSTRUCTION OF INTERCHANGE  
TOTAL COST: \$27,380,859  
FY 2022

CSJ: 0086-14-079  
ROADWAY: US 59  
FROM: 0.5 MILES SOUTH OF UNIVERSITY BLVD.  
TO: 0.5 MILES NORTH OF UNIVERSITY BLVD.  
WORK: CONSTRUCTION OF INTERCHANGE  
TOTAL COST: \$21,458,953  
FY 2022

CSJ:0922-33-149  
HIKE & BIKE TRAIL  
FROM: EASTWOODS PARK  
TO: U.S. 59  
TOTAL COST: \$1,400,000  
FY:2019

Revision 1:

CSJ: 0018-06-198  
ROADWAY: IH 35  
FROM: 0.38 MILES SOUTH OF US 59/IH 35 INT  
TO: 0.80 MILES SOUTH OF US 59/IH 35 INT  
WORK: WIDEN FREEWAY  
TOTAL COST: \$5,000,000\*\*  
FY 2019

CSJ: 0086-14-084  
ROADWAY: I-69W  
FROM: WORLD TRADE BRIDGE GSA FACILITIES  
TO: IH 35  
WORK: WIDEN FREEWAY  
TOTAL COST: \$15,000,000\*\*  
FY 2020

CSJ: 2150-04-076  
ROADWAY: FM 1472  
FROM: BIG BEND BLVD NORTH BOUND  
TO: KILLAM INDUSTRIAL BLVD NORTHBOUND  
WORK: WIDEN NON-FREEWAY  
TOTAL COST: \$3,340,000\*\*  
FY 2019

CSJ: 0922-33-181  
ROADWAY: TRANSIT ROUTE  
WORK: CONSTRUCT & REPAIR - 17 BUS STOPS  
TOTAL COST: \$250,000  
FY 2021

Revision 2:

CSJ: 0018-06-183  
ROADWAY: IH 35  
FROM: 0.5 MILES SOUTH OF US59-SL20  
TO: 0.5 MILES EAST IH35/ US59-SL20  
WORK: CONSTRUCTION OF DIRECT CONNECTOR INTERCHANGE (DC#5)  
TOTAL COST: \$30,000,000\*\*  
FY 2020

CSJ: 0018-06-136  
ROADWAY: IH 35  
FROM: SHILOH DR.  
TO: 0.25 MILES NORTH OF US59/ IH 69W  
WORK: WIDEN MAINLANES AND RR GRADE SEPERATION  
TOTAL COST: \$54,000,000\*\*  
FY 2020

Revision 3:

CSJ: 0018-06-184  
ROADWAY: IH 35  
FROM: 0.5 MILES SOUTH OF US 59  
TO: 0.5 MILES EAST OF IH 35  
WORK: CONSTRUCTION OF DIRECT CONNECTOR INTERCHANGE (DC#8)  
TOTAL COST: \$22,000,000\*\*  
FY 2020

Revision 4:

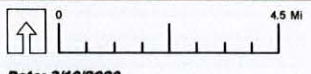
CSJ: 2150-04-078  
ROADWAY: FM 1472  
WORK: INTERSECTION IMPROVEMENT - RIGHT TURN ACCELERATION LANE  
TOTAL COST: \$1,255,375  
FY 2020

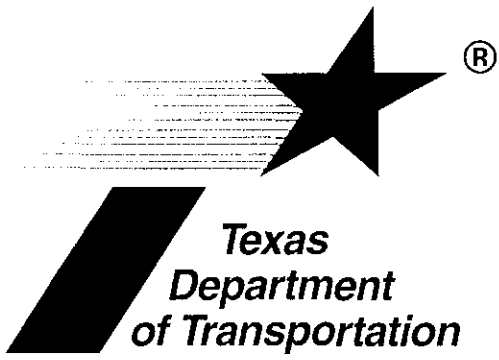
\*\* INDICATES FUDNING SOURCE & TOTAL PROJECT COST UPDATE

**TIP PROJECTS**

Original Projects 2019-2022

TIP





# Statewide Transportation Improvement Program

EXISTING



# Statewide Transportation Improvement Program

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**Laredo MPO**

Highway Projects

FY 2020

DISTRICT	MPO	COUNTY	CSJ	TIP FY	HWY	PHASE	CITY	YOE COST
LAREDO	LAREDO	WEBB	0018-06-136	2020	IH 35	C,E	LAREDO	\$ 61,136,751
LIMITS FROM Shiloh Drive						PROJECT SPONSOR		
LIMITS TO 0.0.38 MILES SOUTH OF US59/IH 35 INT						REVISION DATE 11/2019		
PROJECT Widen of main lanes and RR Grade separation						MPO PROJ NUM		
DESCR						FUNDING CAT(S) 1,12,2M,4		
REMARKS						PROJECT HISTORY		
P7								
TOTAL PROJECT COST INFORMATION			AUTHORIZED FUNDING BY CATEGORY/SHARE					
PREL ENG \$	2,733,553	CATEGORY	FEDERAL	STATE	REGIONAL	LOCAL	LC	TOTAL
ROW PURCH \$	266,000	1	\$ 5,709,401	\$ 1,427,350	\$ 0	\$ 0	\$ 0	\$ 7,136,751
CONSTR \$	55,786,798	COST OF APPROVED	\$ 7,200,000	\$ 1,800,000	\$ 0	\$ 0	\$ 0	\$ 9,000,000
CONST ENG \$	2,616,401	PHASES	\$ 21,600,000	\$ 5,400,000	\$ 0	\$ 0	\$ 0	\$ 27,000,000
CONTING \$	1,668,025	4	\$ 14,400,000	\$ 3,600,000	\$ 0	\$ 0	\$ 0	\$ 18,000,000
INDIRECT \$	0	12	\$ 48,909,401	\$ 12,227,350	\$ 0	\$ 0	\$ 0	\$ 61,136,751
BOND FIN \$	0	TOTAL						
PT CHG ORD \$	0							
TOTAL CST \$	63,070,777							

DISTRICT	MPO	COUNTY	CSJ	TIP FY	HWY	PHASE	CITY	YOE COST
LAREDO	LAREDO	WEBB	0018-06-183	2020	IH 35	C,E	LAREDO	\$ 34,637,499
LIMITS FROM 0.50 miles south of US59-SL20						PROJECT SPONSOR		
LIMITS TO 0.50 miles east of IH35/US59-SL20						REVISION DATE 11/2019		
PROJECT Construction of Direct Connector Interchange (DC#5)						MPO PROJ NUM		
DESCR						FUNDING CAT(S) 1,4		
REMARKS						PROJECT HISTORY		
P7								
TOTAL PROJECT COST INFORMATION			AUTHORIZED FUNDING BY CATEGORY/SHARE					
PREL ENG \$	1,548,716	CATEGORY	FEDERAL	STATE	REGIONAL	LOCAL	LC	TOTAL
ROW PURCH \$	0	4	\$ 27,000,000	\$ 3,000,000	\$ 0	\$ 0	\$ 0	\$ 30,000,000
CONSTR \$	31,606,441	COST OF APPROVED	\$ 4,173,749	\$ 463,750	\$ 0	\$ 0	\$ 0	\$ 4,637,499
CONST ENG \$	1,482,342	PHASES	\$ 31,173,749	\$ 3,463,750	\$ 0	\$ 0	\$ 0	\$ 34,637,499
CONTING \$	945,003	TOTAL						
INDIRECT \$	0							
BOND FIN \$	0							
PT CHG ORD \$	0							
TOTAL CST \$	35,582,502							

DISTRICT	MPO	COUNTY	CSJ	TIP FY	HWY	PHASE	CITY	YOE COST
LAREDO	LAREDO	WEBB	0018-06-184	2020	IH 35	C	LAREDO	\$ 22,000,000
LIMITS FROM 0.50 MILES WEST OF IH 35						PROJECT SPONSOR TXDOT		
LIMITS TO .50 MILES SOUTH OF US 59						REVISION DATE 11/2019		
PROJECT CONSTRUCTION OF DIRECTO CONNECTOR INTERCHANGE (DC#8)						MPO PROJ NUM		
DESCR						FUNDING CAT(S) 12		
REMARKS						PROJECT HISTORY		
P7								
TOTAL PROJECT COST INFORMATION			AUTHORIZED FUNDING BY CATEGORY/SHARE					
PREL ENG \$	1,078,000	CATEGORY	FEDERAL	STATE	REGIONAL	LOCAL	LC	TOTAL
ROW PURCH \$	0	12	\$ 17,600,000	\$ 4,400,000	\$ 0	\$ 0	\$ 0	\$ 22,000,000
CONSTR \$	22,000,000	COST OF APPROVED	\$ 17,600,000	\$ 4,400,000	\$ 0	\$ 0	\$ 0	\$ 22,000,000
CONST ENG \$	1,031,800	PHASES						
CONTING \$	657,800	TOTAL						
INDIRECT \$	0							
BOND FIN \$	0							
PT CHG ORD \$	987,800							
TOTAL CST \$	25,755,400							

FY 2020

DISTRICT	MPO	COUNTY	CSJ	TIP FY	HWY	PHASE	CITY	YOE COST
LAREDO	LAREDO	WEBB	0018-06-198	2020	IH 35	C,E	LAREDO	\$ 5,622,994
LIMITS FROM		0.38 m south of US59/IH35 INT		PROJECT SPONSOR				
LIMITS TO		0.80 m north of US59/IH35 INT		REVISION DATE 05/2019				
PROJECT		Widen from 4 to 6 lanes		MPO PROJ NUM				
DESCR				FUNDING CAT(S) 11				
REMARKS		P7		PROJECT HISTORY				
TOTAL PROJECT COST INFORMATION			AUTHORIZED FUNDING BY CATEGORY/SHARE					
PREL ENG	\$ 252,314	CATEGORY	FEDERAL	STATE	REGIONAL	LOCAL	LC	TOTAL
ROW PURCH	\$ 0	11	\$ 4,498,395	\$ 1,124,599	\$ 0	\$ 0	\$ 0	\$ 5,622,994
CONSTR	\$ 5,149,262	TOTAL	\$ 4,498,395	\$ 1,124,599	\$ 0	\$ 0	\$ 0	\$ 5,622,994
CONST ENG	\$ 221,418	COST OF APPROVED PHASES						
CONTING	\$ 9,269	\$ 5,622,994						
INDIRECT	\$ 0							
BOND FIN	\$ 0							
PT CHG ORD	\$ 0							
TOTAL CST	\$ 5,632,263							

DISTRICT	MPO	COUNTY	CSJ	TIP FY	HWY	PHASE	CITY	YOE COST
LAREDO	LAREDO	WEBB	2150-04-076	2020	FM 1472	C	LAREDO	\$ 3,529,909
LIMITS FROM		Big Bend Boulevard		PROJECT SPONSOR				
LIMITS TO		Killam Industrial Boulevard		REVISION DATE 05/2019				
PROJECT		widening of pavement to provide additional travel lane		MPO PROJ NUM				
DESCR				FUNDING CAT(S) 11				
REMARKS		P7		PROJECT HISTORY				
TOTAL PROJECT COST INFORMATION			AUTHORIZED FUNDING BY CATEGORY/SHARE					
PREL ENG	\$ 172,966	CATEGORY	FEDERAL	STATE	REGIONAL	LOCAL	LC	TOTAL
ROW PURCH	\$ 0	11	\$ 2,823,927	\$ 705,982	\$ 0	\$ 0	\$ 0	\$ 3,529,909
CONSTR	\$ 3,529,909	TOTAL	\$ 2,823,927	\$ 705,982	\$ 0	\$ 0	\$ 0	\$ 3,529,909
CONST ENG	\$ 173,319	COST OF APPROVED PHASES						
CONTING	\$ 79,776	\$ 3,529,909						
INDIRECT	\$ 0							
BOND FIN	\$ 0							
PT CHG ORD	\$ 0							
TOTAL CST	\$ 3,955,970							

DISTRICT	MPO	COUNTY	CSJ	TIP FY	HWY	PHASE	CITY	YOE COST
LAREDO	LAREDO	WEBB	0086-14-084	2020	IH69	C,E	LAREDO	\$ 17,311,349
LIMITS FROM		World Trade Bridge GSA Facilities		PROJECT SPONSOR				
LIMITS TO		IH35		REVISION DATE 05/2019				
PROJECT		widening of existing highway (6 lanes)		MPO PROJ NUM				
DESCR				FUNDING CAT(S) 11				
REMARKS		P7		PROJECT HISTORY				
TOTAL PROJECT COST INFORMATION			AUTHORIZED FUNDING BY CATEGORY/SHARE					
PREL ENG	\$ 776,791	CATEGORY	FEDERAL	STATE	REGIONAL	LOCAL	LC	TOTAL
ROW PURCH	\$ 0	11	\$ 13,849,079	\$ 3,462,270	\$ 0	\$ 0	\$ 0	\$ 17,311,349
CONSTR	\$ 15,852,883	TOTAL	\$ 13,849,079	\$ 3,462,270	\$ 0	\$ 0	\$ 0	\$ 17,311,349
CONST ENG	\$ 681,674	COST OF APPROVED PHASES						
CONTING	\$ 28,535	\$ 17,311,349						
INDIRECT	\$ 0							
BOND FIN	\$ 0							
PT CHG ORD	\$ 0							
TOTAL CST	\$ 17,339,883							



**Vanessa Guerra**

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**From:** Omar Costilla <Omar.Costilla@txdot.gov>  
**Sent:** Tuesday, February 11, 2020 10:43 AM  
**Subject:** LUTS Meeting Topic: May Revision Request - (FM 1472, IH 35, & I-69W)

Vanessa,

I'm working on the runs and the new financial summary for the May revision. Below is the breakdown of what needs to be included into the May revision.

✓ **New project to be included into the TIP/STIP**

HWY: FM 1472

County: Webb

CSJ: 2150-04-078

Limits: From Killam Industrial Blvd Int To 0.187 MI N of Killam Industrial Blvd Int

Estimated Let Date: 08/2020 (This project will be linked to CCSJ 0086-14-084.)

Construction Estimate: \$1,255,375.00

Funding: Category 3 100% Local

Project Classification: IOI – Intersection & Operational Improvements

Project Description: Intersection Improvements, which includes concrete pavement right turn acceleration lane.

Incidental Constriction Limits – 500ft East of Killam Industrial Blvd Int. for the construction of a right turn lane, curb-gutter, & sidewalk.

**Project update into the TIP/STIP**

June 2020 Letting - (The following projects where converted from Fed/State funded to 100% state funded.)

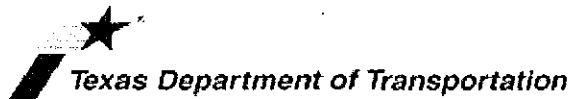
- ✓ 0018-06-136 - \$54,000,000.00 (100% State)
- ✓ 0018-06-198 - \$5,000,000.00 (100% State)
- ✓ 0018-06-183 - \$30,000,000.00 (100% State)
- ✓ 0018-06-184 - \$22,000,000.00 (100% State)

**Project update into the TIP/STIP**

August 2020 Letting - (The following project where converted from Fed/State funded to 100% state funded.)

- ✓ 0086-14-084 - \$15,000,000.00 (100% State)
- ✓ 2150-04-076 - \$3,463,640.00 (100% State)

Thank you



Thank you,  
Omar J. Costilla  
Transportation Specialist III  
Transportation Planning & Development  
Laredo District  
1817 Bob Bullock Loop  
Laredo, Texas 78043  
(956) 712-7726  
[Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov)

**Vanessa Guerra**

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**From:** Omar Costilla <Omar.Costilla@txdot.gov>  
**Sent:** Friday, February 14, 2020 4:07 PM  
**To:** Humberto "Tito" Gonzalez Jr; RobertoRodriguez III; Vanessa Guerra; Angelica Quijano; Kirby Snideman  
**Subject:** Laredo District - May Revision Request  
**Attachments:** LUTS Meeting Topic: May Revision Request - (FM 1472, IH 35, & I-69W); RE: 2020 May Revision - RMA Project FM 1472 Right Turn Lane; image001.png; FINANCIAL SUMMARY - Laredo MPO May 2020 HWY TIP\_STIP Required Financial Summary Update 9.9.2019.xlsx; Laredo TIP Pages.pdf

Vanessa,

Listed below are project for the May eSTIP revision.

New project to be included into the TIP/STIP

HWY: FM 1472

County: Webb

CSJ: 2150-04-078

Limits: From Killam Industrial Blvd Int To 0.187 MI N of Killam Industrial Blvd Int

Estimated Let Date: 08/2020 (This project will be linked to CCSJ 0086-14-084.)

Construction Estimate: \$1,255,375.00

Funding: Category 3 100% Local

Project Classification: IOI ? Intersection & Operational Improvements

Project Description: Intersection Improvements, which includes concrete pavement right turn acceleration lane.

Incidental Constriction Limits ? 500ft East of Killam Industrial Blvd Int. for the construction of a right turn lane, curb-gutter, & sidewalk.

Project update into the TIP/STIP

June 2020 Letting - (The following projects where converted from Fed/State funded to 100% state funded.)

0018-06-136 - (100% State)

0018-06-198 - (100% State)

0018-06-183 - (100% State)

0018-06-184 ? (100% State)

Project update into the TIP/STIP

August 2020 Letting - (The following project where converted from Fed/State funded to 100% state funded.)

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0086-14-084 - (100% State)

2150-04-076 - (100% State)

Thank you,

Omar J. Costilla

Transportation Specialist III

Transportation Planning & Development

Laredo District

1817 Bob Bullock Loop

Laredo, Texas 78043

(956) 712-7726

<<mailto:Omar.Costilla@txdot.gov>> [Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov)

## Vanessa Guerra

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**From:** Kirby Snideman  
**Sent:** Wednesday, March 04, 2020 3:30 PM  
**To:** Vanessa Guerra  
**Subject:** FW: 2020 May Revision - RMA Project FM 1472 Right Turn Lane & June / August Projects eSTIP Changes  
**Attachments:** Laredo District - May Revision Request

Good \_\_\_\_ (morning/day).

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

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



**From:** Omar Costilla [mailto:Omar.Costilla@txdot.gov]  
**Sent:** Wednesday, March 4, 2020 8:13 AM  
**To:** Vanessa Guerra <vguerra@ci.laredo.tx.us>; Angelica Quijano <aquijano@ci.laredo.tx.us>; Kirby Snideman <jksnideman@ci.laredo.tx.us>  
**Cc:** Roberto Rodriguez III <Roberto.Rodriguez@txdot.gov>; Humberto "Tito" Gonzalez Jr <Humberto.Gonzalez@txdot.gov>  
**Subject:** RE: 2020 May Revision - RMA Project FM 1472 Right Turn Lane & June / August Projects eSTIP Changes

**ATTENTION:** This email originated from outside your organization. Caution when clicking links or opening attachments.

Vanessa,

Good Morning

Just following up on the May Revision. Please let me know if you need any additional information or help.

Thank you



Thank you,  
Omar J. Costilla  
Transportation Specialist III  
Transportation Planning & Development  
Laredo District  
1817 Bob Bullock Loop  
Laredo, Texas 78043

(956) 712-7726  
[Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov)

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**From:** Omar Costilla  
**Sent:** Friday, February 28, 2020 3:48 PM  
**To:** Vanessa Guerra <[vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us)>; 'AQUIJANO@CI.LAREDO.TX.US' <[AQUIJANO@CI.LAREDO.TX.US](mailto:AQUIJANO@CI.LAREDO.TX.US)>  
**Cc:** Roberto Rodriguez III <[Roberto.Rodriguez@txdot.gov](mailto:Roberto.Rodriguez@txdot.gov)>; Humberto "Tito" Gonzalez Jr <[Humberto.Gonzalez@txdot.gov](mailto:Humberto.Gonzalez@txdot.gov)>  
**Subject:** RE: 2020 May Revision - RMA Project FM 1472 Right Turn Lane

Hi Vanessa,

I submitted the information for the May revision on 2/14/2020. Attached is the email.

Thank you



Thank you,  
Omar J. Costilla  
Transportation Specialist III  
Transportation Planning & Development  
Laredo District  
1817 Bob Bullock Loop  
Laredo, Texas 78043  
(956) 712-7726  
[Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov)

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**From:** Vanessa Guerra [<mailto:vguerra@ci.laredo.tx.us>]  
**Sent:** Friday, February 28, 2020 3:34 PM  
**To:** Omar Costilla <[Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov)>  
**Subject:** FW: 2020 May Revision - RMA Project FM 1472 Right Turn Lane

Are you still going to submit something for the May revision? Deadline to get me something was almost two weeks ago.

Again I will need your email detailing what revision you are requesting to the TIP, your new or revised project runs, and the updated financial summary. See below for sample language for email detailing your request:

TxDOT requests the following amendment to the ???? TIP:

1. **Addition** of project CSJ 0086-14-065 intended to construct an interchange facility over IH35, from 0.330 miles west of IH 35 to 0.160 miles west of McPherson Road, with an estimated project cost of \$38,100,000. Proposed project letting date is FY 2017 (January 2017).
2. **Addition** of project CSJ 0086-14-081 intended to provide for the constructing and engineering of the ITS portion of an interchange facility over IH35, from 1.400 miles west of IH 35 to 0.600 miles west of

McPherson Road, with an estimated project cost of \$1,000,000. Proposed project letting date is FY 2017 (January 2017).

3. **Addition** of a project CSJ 0922-33-175 intended to provide funds for PS&E (including right-of-way mapping) for the Hachar-Reuthinger Road Project from FM 1472 to IH35 with an estimated project cost of \$1,634,277. Proposed letting date is February 2017 (FY 17).
4. **Revision** of project CSJ 0922-33-165 intended to provide for construction, engineering, and contingencies for the Hachar-Reuthinger Road Project, from FM 1472 to Beltway Parkway. **Purpose** of amendment is to revise funding amounts from \$22,936,054 in local funds to \$21,437,521 in Category 7 funds and \$5,359,380 in local funds. Proposed letting date is FY 2019 (September 2018).
5. **Revision** of project CSJ 0922-33-076 intended to realign Flecha Lane and Las Cruces along FM 1472. **Purpose** of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$1,372,973 Category 10 funds and \$707,412 local funds to \$1,440,411 in Category 10 funds, and \$606,788 local funds.
6. **Revision** of project CSJ 0922-33-093 intended to construct a grade separation at the Calton Road/Santa Maria intersection. **Purpose** of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$10,139,817 Category 10 funds and \$11,938,307 local funds to \$12,926,124 Category 10 funds, and 10,088,018 local funds.

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**From:** Vanessa Guerra  
**Sent:** Thursday, February 06, 2020 3:10 PM  
**To:** 'Omar Costilla'  
**Subject:** RE: 2020 May Revision - RMA Project FM 1472 Right Turn Lane

The May revision is due in the portal April 21.

I just tried to call you. It's too late for Feb, so we will have to go for the March meeting for Intro.

Send me the runs and the new financial summary. The email below is good enough to tell me you want to add the project. As a general rule of thumb I will need your submittal 21 days before the Technical meeting. So plan on submitting by Feb 18<sup>th</sup>.

These projects are important so I am flexible, but just to let you know why the submittal deadlines are so important, when we revise the TIP I also have to revise the MTP, my GIS folks have to revise all the maps and tables where that project appears, and often times there are new requirements for FHWA/FTA on content on both documents that are not easy or quick to satisfy. Aside from that I have to prepare communications, agendas and issue accurate public notices compliant with the required public participation rules. Finally, everything must be ready the Friday prior to Tech meeting.

Question: Are you sure it has to go for the May revision? It couldn't wait for the new TIP?

**From:** Omar Costilla [<mailto:Omar.Costilla@txdot.gov>]  
**Sent:** Thursday, February 06, 2020 1:17 PM  
**To:** Vanessa Guerra  
**Subject:** 2020 May Revision - RMA Project FM 1472 Right Turn Lane

**ATTENTION:** This email originated from outside your organization. Caution when clicking links or opening attachments.

Vanessa,

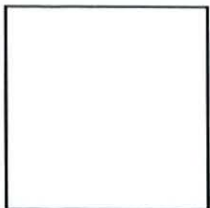
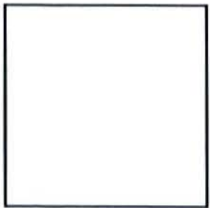
I need your help for a timeline.

It looks like the RMA project may just be ready to let this August 2020. If we need to add this project for the May revision when do you need all the information to update the TIP/STIP?

Thank you



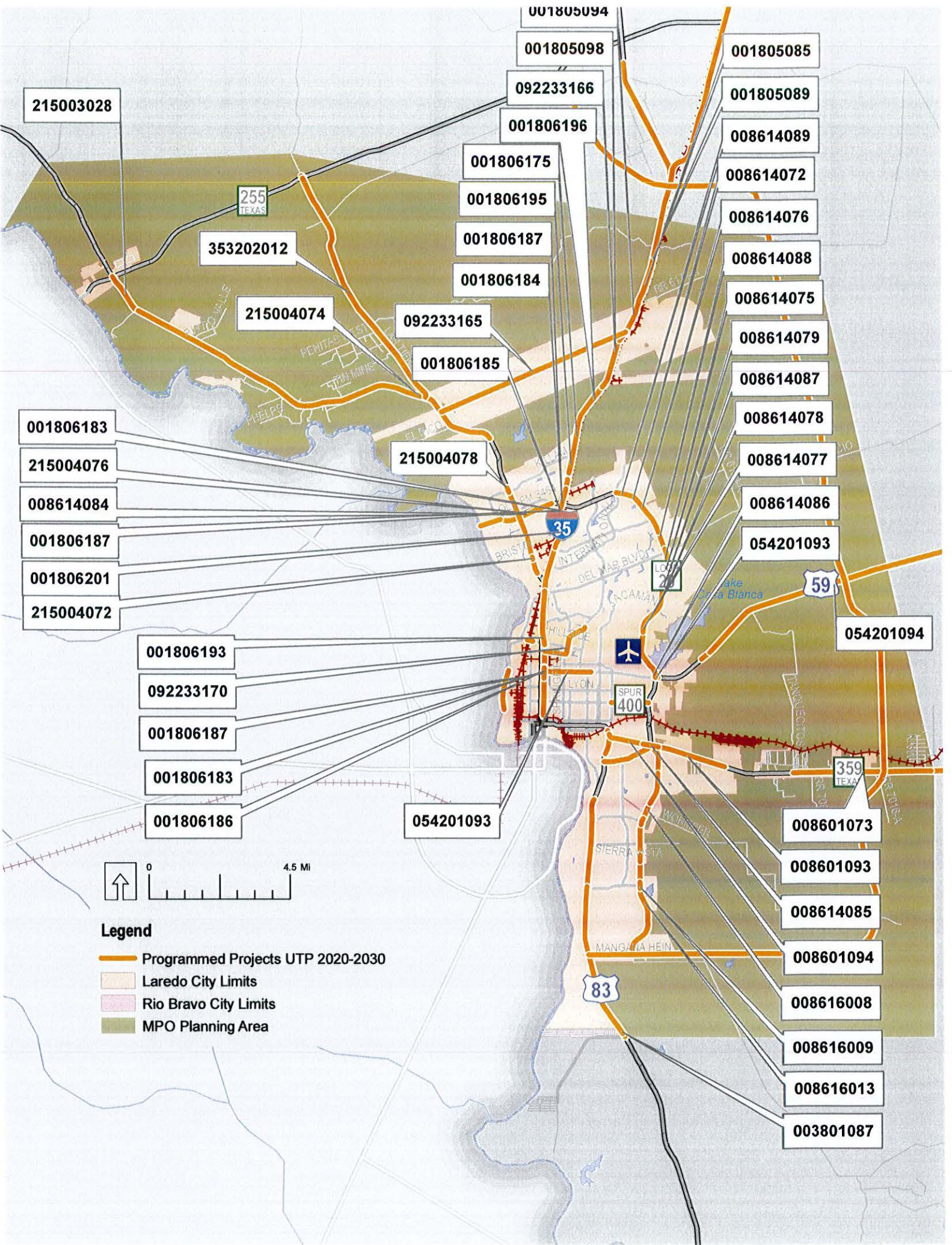
Thank you,  
Omar J. Costilla  
Transportation Specialist III  
Transportation Planning & Development  
Laredo District  
1817 Bob Bullock Loop  
Laredo, Texas 78043  
(956) 712-7726  
[Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov)



**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b> 03-16-20	<b>SUBJECT: MOTION</b> Receive public testimony and initiate a ten-day public review and comment period for the following proposed amendment(s) of the 2020-2045 Metropolitan Transportation Plan (MTP):  1. Amending Table 10-2, entitled List of TxDOT UTP 2020-2030 Programmed Projects, & Figure 10-1, entitled Map of TxDOT UTP Programmed Projects, as necessary to incorporate the following revisions:  a) <i>Addition</i> of project CSJ 2150-04-078 intended to provide for the construction of a right turn lane at the intersection of Killam Industrial Blvd. and FM 1472, from Killam Industrial Blvd. to 0.187 miles N. of Killam Industrial Blvd intersection, with an estimated total project cost of \$1,255,375. The proposed letting date is FY 2020.  <p style="text-align: right;">MTP 20-45/REV 1</p>
<b>INITIATED BY:</b> TXDOT	<b>STAFF SOURCE:</b> J. Kirby Snideman MPO Director
<b>PREVIOUS ACTION:</b> On January 21 <sup>st</sup> , 2020 the Policy Committee adopted the 2020-2045 MTP.	
<b>BACKGROUND:</b> The development of the MTP is federally required in to assure the continuation of federal transportation funds. The plan must address, at a minimum, a continuous twenty-year planning horizon.  See attachments for full details of all proposed revisions.	
<b>COMMITTEE RECOMMENDATION:</b> Approval	<b>STAFF RECOMMENDATION:</b> Approval.





215003028

001805094

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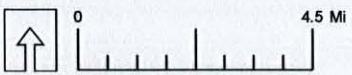
001806187

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008601073



**Legend**

- Programmed Projects UTP 2020-2030
- Laredo City Limits
- Rio Bravo City Limits
- MPO Planning Area

008601093

008614085

008601094

008616008

008616009

008616013

003801087

CSJ/ID	Facility	Limits	Description	Funding Categories	Letting Year	Total Funds
<b>FM 1472 (Mines Road)</b>						
215003028	FM 1472	SH 255 to 1.321 miles South of SH 255	Preventive Maintenance	1	2020	\$104,409
215004074	FM 1472	1.321 miles South of SH 255 to 0.226 miles North of Pan American Blvd	Preventive Maintenance	1	2020	\$1,070,193
215004076	FM 1472	Big Bend Blvd to Killam Industrial Blvd	Widening of pavement to provide additional travel lane	11	2020	\$3,340,000
215004072	FM 1472	0.123 miles South of SL 20 to 0.4 miles North of IH 35	Resurface of Existing Highway	1	2024	\$574,146
<b>215004078</b>	<b>FM 1472</b>	<b>Killam Industrial Blvd. Int. to 0.187 miles North of Killam Industrial Blvd. Int.</b>	<b>Intersection Improvements – Construction of right turn acceleration lane</b>	<b>3</b>	<b>2020</b>	<b>\$1,255,375</b>
<b>FM 3338</b>						
353202012	FM 3338	FM 1472 to SH 255	Widen Road - Add two additional turn lanes with one continuous left turn lane	DA	2024	\$45,000,000
<b>County Roads</b>						
092233160	County Road	Wormser Rd at Dolores Creek	Replacement of Off-System Bridge	6	2020	\$855,000
<b>City Streets</b>						
092233076	City Street - At the intersection of FM 1472 and Flecha Ln/Las Cruces Dr	Intersection of FM 1472 and Flecha Ln/Las Cruces Dr	Re-align intersection	3, 10	2020	\$1,382,893



**Vanessa Guerra**

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**From:** Omar Costilla <Omar.Costilla@txdot.gov>  
**Sent:** Tuesday, February 11, 2020 10:43 AM  
**Subject:** LUTS Meeting Topic: May Revision Request - (FM 1472, IH 35, & I-69W)

Vanessa,

I'm working on the runs and the new financial summary for the May revision. Below is the breakdown of what needs to be included into the May revision.

✓ **New project to be included into the TIP/STIP**

HWY: FM 1472

County: Webb

CSJ: 2150-04-078

Limits: From Killam Industrial Blvd Int To 0.187 MI N of Killam Industrial Blvd Int

Estimated Let Date: 08/2020 (This project will be linked to CCSJ 0086-14-084.)

Construction Estimate: \$1,255,375.00

Funding: Category 3 100% Local

Project Classification: IOI – Intersection & Operational Improvements

Project Description: Intersection Improvements, which includes concrete pavement right turn acceleration lane.

Incidental Constriction Limits – 500ft East of Killam Industrial Blvd Int. for the construction of a right turn lane, curb-gutter, & sidewalk.

**Project update into the TIP/STIP**

June 2020 Letting - (The following projects where converted from Fed/State funded to 100% state funded.)

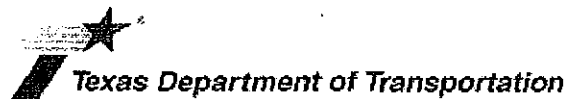
- ✓ 0018-06-136 - \$54,000,000.00 (100% State)
- ✓ 0018-06-198 - \$5,000,000.00 (100% State)
- ✓ 0018-06-183 - \$30,000,000.00 (100% State)
- ✓ 0018-06-184 - \$22,000,000.00 (100% State)

**Project update into the TIP/STIP**

August 2020 Letting - (The following project where converted from Fed/State funded to 100% state funded.)

- ✓ 0086-14-084 - \$15,000,000.00 (100% State)
- ✓ 2150-04-076 - \$3,463,640.00 (100% State)

Thank you



Thank you,  
Omar J. Costilla  
Transportation Specialist III  
Transportation Planning & Development  
Laredo District  
1817 Bob Bullock Loop  
Laredo, Texas 78043  
(956) 712-7726  
[Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov)

MAY REVISION RUNS REPORT UPDATE (NEW PROJECT)

CSJ 2150-04-078

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	2150-04-078	2020	FM 1472	C	Laredo	\$ 1,255,375

Limits From: Killam Industrial Blvd Int  
 Limits To: 0.187 MI N of Killam Industrial Blvd Int  
 Project DESCR: Intersection Improvements add right turn lane  
 Remarks P7: Add new project to FY20 May revision 2020

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 3  
 Project History

Authorized Funding By Category/Share

Category	Federal	State	Regional	Local	Local Contributions	Total
3	\$ -	\$ -	\$ -	\$ 1,255,375	\$ -	\$ 1,255,375
<b>Total</b>						<b>\$ 1,255,375</b>

Total Project Cost Information

Prelim Eng	\$ 61,514	Cost of Approved Phases \$ 1,255,375
ROW Purch	\$ -	
Const Cost	\$ 1,255,375	
Const Eng	\$ 50,341	
Conting	\$ 17,827	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 49,086	
<b>Total Cost</b>	<b>\$ 1,434,143</b>	

MAY REVISION RUNS REPORT UPDATE

**CSJ 0018-06-136**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-136		2020 IH 35	C	Laredo	\$ 54,000,000.00

Limits From: Shiloh Drive  
 Limits To: 0.38 Miles S. of US 59/IH 35 Int  
 Project DESCR: Widen of Interstate to 6 lane and RR grade separation  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 2M,4,12  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
2M	\$ -	\$ 9,000,000.00	\$ -	\$ -	\$ -	\$ 9,000,000.00
4	\$ -	\$ 27,000,000.00	\$ -	\$ -	\$ -	\$ 27,000,000.00
12	\$ -	\$ 18,000,000.00	\$ -	\$ -	\$ -	\$ 18,000,000.00
<b>Total</b>						<b>\$ 54,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 2,594,316.00	Cost of Approved Phases \$ 54,000,000
ROW Purch	\$ 266,000.00	
Const Cost	\$ 52,945,216.00	
Const Eng	\$ 2,631,378.00	
Conting	\$ 1,323,631.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 1,757,782.00	
<b>Total Cost</b>	<b>\$ 61,518,323.00</b>	

**CSJ 0018-06-183**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-183		2020 IH 35	C	Laredo	\$ 30,000,000.00

Limits From: 0.50 MI South of US 59  
 Limits To: 0.50 MI East of IH 35  
 Project DESCR: New direct connector (#5) west I-69W to south IH 35  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 4  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
4	\$ -	\$ 30,000,000.00	\$ -	\$ -	\$ -	\$ 30,000,000.00
<b>Total</b>						<b>\$ 30,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 1,261,258.00	Cost of Approved Phases \$ 30,000,000
ROW Purch	\$ 322,152.00	
Const Cost	\$ 25,739,953.00	
Const Eng	\$ 1,279,276.00	
Conting	\$ 643,499.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 854,567.00	
<b>Total Cost</b>	<b>\$ 30,100,705.00</b>	

MAY REVISION RUNS REPORT UPDATE

**CSJ 0018-06-184**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-184		2020 IH 35	C	Laredo	\$ 22,000,000.00

Limits From: 0.50 MI West of IH 35  
 Limits To: 0.50 MI South of US 59  
 Project DESCR: New direct connector (#8) east I-69W to south IH 35  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 12  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
12	\$ -	\$ 22,000,000.00	\$ -	\$ -	\$ -	\$ 22,000,000.00
<b>Total</b>						<b>\$ 22,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 898,865.00	Cost of Approved Phases \$ 22,000,000
ROW Purch	\$ 10,000.00	
Const Cost	\$ 18,344,183.00	
Const Eng	\$ 911,706.00	
Conting	\$ 458,605.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 609,027.00	
<b>Total Cost</b>	<b>\$ 21,232,386.00</b>	

**CSJ 0018-06-198**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0018-06-198		2020 IH 35	C	Laredo	\$ 5,000,000.00

Limits From: 0.38 Miles South of US59/IH35 INT  
 Limits To: 0.80 Miles North of US59/IH35 INT  
 Project DESCR: Widen Interstate to 6 lanes  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 11  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
11	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ 5,000,000.00
<b>Total</b>						<b>\$ 5,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 206,438.00	Cost of Approved Phases \$ 5,000,000
ROW Purch	\$ 5,000.00	
Const Cost	\$ 4,213,012.00	
Const Eng	\$ 182,424.00	
Conting	\$ 125,970.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 210,651.00	
<b>Total Cost</b>	<b>\$ 4,943,495.00</b>	

MAY REVISION RUNS REPORT UPDATE

**CSJ 0086-14-084**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	0086-14-084		2020 IH 69W	C	Laredo	\$ 15,000,000.00

Limits From: World Trade Bridge GSA Facilities  
 Limits To: 0.330 Miles West of IH 35  
 Project DESCR: Widen Interstate to 6 lanes  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 11  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
11	\$ -	\$ 15,000,000.00	\$ -	\$ -	\$ -	\$ 15,000,000.00
<b>Total</b>						<b>\$ 15,000,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 659,376.00	Cost of Approved Phases \$ 15,000,000
ROW Purch	\$ -	
Const Cost	\$ 13,456,648.00	
Const Eng	\$ 582,673.00	
Conting	\$ 402,354.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 672,833.00	
<b>Total Cost</b>	<b>\$ 15,773,884.00</b>	

**CSJ 2150-04-076**

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	2150-04-076		2020 FM 1472	C	Laredo	\$ 3,340,000.00

Limits From: Big Bend Blv Northbound  
 Limits To: Killam Industrial Blvd Northbound  
 Project DESCR:  
 Remarks P7: May revision 2020 authorized funding to let as 100% state

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(S) 11  
 Project History

**Authorized Funding By Category/Share**

Category	Federal	State	Regional	Local	Local Contributions	Total
11	\$ -	\$ 3,340,000.00	\$ -	\$ -	\$ -	\$ 3,340,000.00
<b>Total</b>						<b>\$ 3,340,000.00</b>

**Total Project Cost Information**

Prelim Eng	\$ 234,844.00	Cost of Approved Phases \$ 3,340,000
ROW Purch	\$ -	
Const Cost	\$ 4,792,733.00	
Const Eng	\$ 235,324.00	
Conting	\$ 108,316.00	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 250,181.00	
<b>Total Cost</b>	<b>\$ 5,621,398.00</b>	

MAY REVISION RUNS REPORT UPDATE (NEW PROJECT)

CSJ 2150-04-078

District	MPO	County	CSJ	TIP FY	HWY	Phase	City	YOE Cost
Laredo	Laredo	Webb	2150-04-078	2020	FM 1472	C	Laredo	\$ 1,255,375

Limits From: Killam Industrial Blvd Int  
 Limits To: 0.187 MI N of Killam Industrial Blvd Int  
 Project DESCR: Intersection Improvements add right turn lane  
 Remarks P7: Add new project to FY20 May revision 2020

Project Sponsor  
 Revision Date 05/2020  
 MPO Proj Num  
 Funding Cat(\$)  
 Project History

Authorized Funding By Category/Share

Category	Federal	State	Regional	Local	Local Contributions	Total
3	\$ -	\$ -	\$ -	\$ 1,255,375	\$ -	\$ 1,255,375
<b>Total</b>						<b>\$ 1,255,375</b>

Total Project Cost Information

Prelim Eng	\$ 61,514	Cost of Approved Phases \$ 1,255,375
ROW Purch	\$ -	
Const Cost	\$ 1,255,375	
Const Eng	\$ 50,341	
Conting	\$ 17,827	
Indirect	\$ -	
Bond Fin	\$ -	
Pt Chg Ord	\$ 49,086	
<b>Total Cost</b>	<b>\$ 1,434,143</b>	





Laredo MPO - District 22  
 FY 2019 - 2022 Transportation Improvement Program  
 May 2020 Quarterly STIP Revision

Funding by Category

Category	Description	FY 2019		FY 2020		FY 2021		FY 2022		Total FY 2019 - 2022	
		Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized
1	Preventive Maintenance and Rehabilitation	\$0	\$0	\$0	\$0	\$0	\$0	\$18,477,632	\$18,477,632	\$18,477,632	\$18,477,632
2M or 2U	Urban Area (Non-TMA) Corridor Projects	\$0	\$0	\$9,000,000	\$9,000,000	\$5,438,724	\$5,438,724	\$79,531,847	\$79,531,847	\$93,970,571	\$93,970,571
3	Non-Traditionally Funded Transportation Project	\$0	\$0	\$9,972,433	\$9,972,433	\$0	\$0	\$0	\$0	\$9,972,433	\$9,972,433
4	Statewide Connectivity Corridor Projects	\$0	\$0	\$57,000,000	\$57,000,000	\$0	\$0	\$65,000,000	\$65,000,000	\$122,000,000	\$122,000,000
5	CMAQ	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
6	Structures	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
7	Metro Mobility & Rehab	\$0	\$0			\$32,339,796	\$32,339,796	\$0	\$0	\$32,339,796	\$32,339,796
8	Safety	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
9	TAP / TASA	\$0	\$0	\$815,798	\$815,798	\$288,774	\$288,774	\$0	\$0	\$1,104,572	\$1,104,572
10	Supplemental Transportation	\$0	\$0	\$14,520,408	\$14,520,408	\$12,067,384	\$12,067,384	\$0	\$0	\$26,587,792	\$26,587,792
10 CBI	Corridor Border	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
11	District Discretionary	\$0	\$0	\$23,340,000	\$23,340,000	\$0	\$0	\$0	\$0	\$23,340,000	\$23,340,000
12	Strategic Priority	\$0	\$0	\$40,000,000	\$40,000,000	\$17,000,000	\$17,000,000	\$0	\$0	\$57,000,000	\$57,000,000
SBPE	Strategy Budget PE	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
SB 102	Strategy 102	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		\$0	\$0	\$154,648,639	\$154,648,639	\$67,134,678	\$67,134,678	\$163,009,479	\$163,009,479	\$384,792,796	\$384,792,796

Funding Participation Source

Source	FY 2019	FY 2020	FY 2021	FY 2022	Total FY 19-22
Federal	\$0	\$13,250,845	\$53,707,742	\$138,755,346	\$205,713,933
State	\$0	\$129,340,000	\$6,958,977	\$24,254,133	\$160,553,110
Local Match	\$0	\$3,340,736	\$6,467,959	\$0	\$9,808,695
CAT 3 - Local Contributions (LC)	\$0	\$8,717,058	\$0	\$0	\$8,717,058
CAT 3 - Prop 1	\$0	\$0	\$0	\$0	\$0
CAT 3 - Prop 12	\$0	\$0	\$0	\$0	\$0
CAT 3 - Prop 14 Bonds	\$0	\$0	\$0	\$0	\$0
CAT 3 - Texas Mobility Fund	\$0	\$0	\$0	\$0	\$0
CAT 3 - TDC	\$0	\$0	\$0	\$0	\$0
Other - Strategy PE Budget	\$0	\$0	\$0	\$0	\$0
Other - Strategy 102 Budget	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	\$0	\$154,648,639	\$67,134,678	\$163,009,479	\$384,792,796

## Vanessa Guerra

---

**From:** Vanessa Guerra  
**Sent:** Thursday, February 06, 2020 3:10 PM  
**To:** Omar Costilla  
**Subject:** RE: 2020 May Revision - RMA Project FM 1472 Right Turn Lane  
**Attachments:** image001.png

The May revision is due in the portal April 21.

I just tried to call you. It's too late for Feb, so we will have to go for the March meeting for Intro.

Send me the runs and the new financial summary. The email below is good enough to tell me you want to add the project. As a general rule of thumb I will need your submittal 21 days before the Technical meeting. So plan on submitting by Feb 18th.

These projects are important so I am flexible, but just to let you know why the submittal deadlines are so important, when we revise the TIP I also have to revise the MTP, my GIS folks have to revise all the maps and tables where that project appears, and often times there are new requirements for FHWA/FTA on content on both documents that are not easy or quick to satisfy. Aside from that I have to prepare communications, agendas and issue accurate public notices compliant with the required public participation rules. Finally, everything must be ready the Friday prior to Tech meeting.

Question: Are you sure it has to go for the May revision? It couldn't wait for the new TIP?

**From:** Omar Costilla [<mailto:Omar.Costilla@txdot.gov>]  
**Sent:** Thursday, February 06, 2020 1:17 PM  
**To:** Vanessa Guerra  
**Subject:** 2020 May Revision - RMA Project FM 1472 Right Turn Lane

**ATTENTION:** This email originated from outside your organization. Caution when clicking links or opening attachments.

Vanessa,

I need your help for a timeline.

It looks like the RMA project may just be ready to let this August 2020. If we need to add this project for the May revision when do you need all the information to update the TIP/STIP?

Thank you

Thank you,

Omar J. Costilla

Transportation Specialist III

Transportation Planning & Development

Laredo District

1817 Bob Bullock Loop

Laredo, Texas 78043

(956) 712-7726

[Omar.Costilla@txdot.gov](mailto:Omar.Costilla@txdot.gov) <<mailto:Omar.Costilla@txdot.gov>>

[https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.txdot.gov%2finside-txdot%2fmedia-center%2ffeatured.html&c=E,1,tUEUzbJjCf-MiiHwmDL2\\_Hlww\\_FdRc6nRGMagPY8RODK\\_QNq8cteKFg9x6FC-RRa2luwzSXpKw3O\\_oD02Gs0zHFc2-wa-DvzQbIKqPoiZyLgkewLjYKI2Kx&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.txdot.gov%2finside-txdot%2fmedia-center%2ffeatured.html&c=E,1,tUEUzbJjCf-MiiHwmDL2_Hlww_FdRc6nRGMagPY8RODK_QNq8cteKFg9x6FC-RRa2luwzSXpKw3O_oD02Gs0zHFc2-wa-DvzQbIKqPoiZyLgkewLjYKI2Kx&typo=1)

- D. Discussion and possible action on truck parking areas “truck parks,” and any matters incidental thereto. (Mayor).
- E. Discussion with possible action on Hachar-Reuthinger.
- V. REPORT(S) AND PRESENTATIONS (No action required).
  - A. Status report on the ongoing Active Transportation Plan. (Cm. Altgelt)
  - B. Update by Transit on its working relationship with El Aguila, the Laredo College South Campus Transit hub, and any matters incidental thereto. (Cm. Altgelt)
  - C. Status report by TxDOT on all TIP projects. (Mayor, TxDOT)
  - D. Status report by the Regional Mobility Authority (RMA).

Hachar-Reuthinger item

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

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

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



## Laredo- Hachar- Reuthinger Rd

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

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

Up to FY 2019 <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







# 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

<p><b>DATE:</b> 7-18-16</p>	<p><b>SUBJECT:</b> RESOLUTION</p> <p>Receive public testimony and approve a Resolution 2016-10 adopting the proposed revision(s) of the 2017-2020 Transportation Improvement Program (TIP):</p> <ol style="list-style-type: none"> <li><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><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><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><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><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><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	
<p><b>INITIATED BY:</b> Staff</p>	<p><b>STAFF SOURCE:</b> Nathan Bratton, MPO Director</p>
<p><b>PREVIOUS ACTION:</b> On 6-20-16, the Policy Committee initiate a 10 day public review and comment period.</p>	
<p><b>BACKGROUND:</b></p> <p>See Attachment A- Project Summaries and Attachment B – 2017-2020 Financial Summary for full revision details.</p>	
<p><b>COMMITTEE RECOMMENDATION:</b> Approval</p>	<p><b>STAFF RECOMMENDATION:</b> Approval</p>

# 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

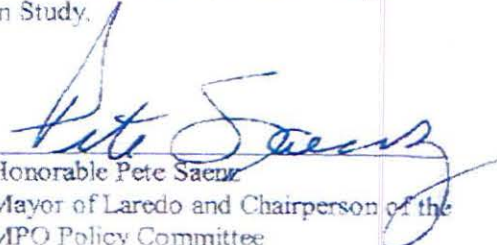
ADOPTING THE 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)


**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 Monlemayor  
Laredo District Administrator



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

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



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

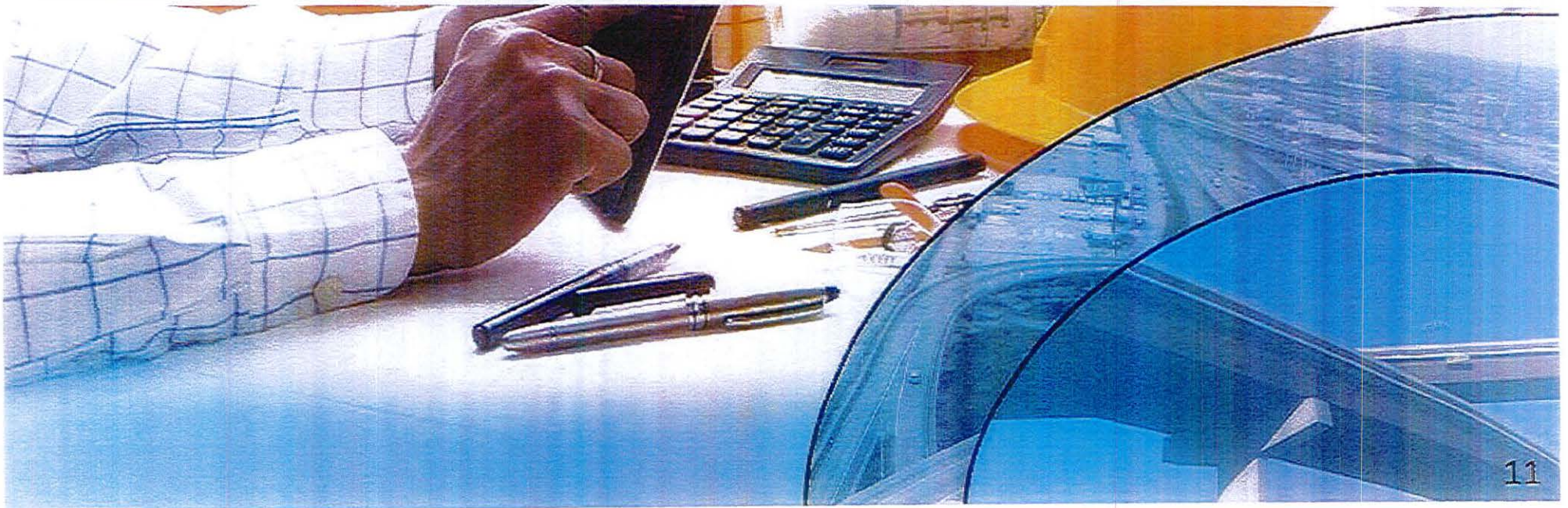
Project		Hachar Loop Construction FM 1472 to Beltway Parkway (Interim section - 5 lane rural)			
		Scheduled letting: September 2019 - FY2020			
LATEST ESTIMATE - 10/1/15 - DEC:					
RDW					\$13,538,062.00
Construction Cost					\$24,141,353.65
Construction Engineering	4.50%				\$1,086,360.91
Contingency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

Project		<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>					
Funding by Category	Phase	Total	Federal	State	Local
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

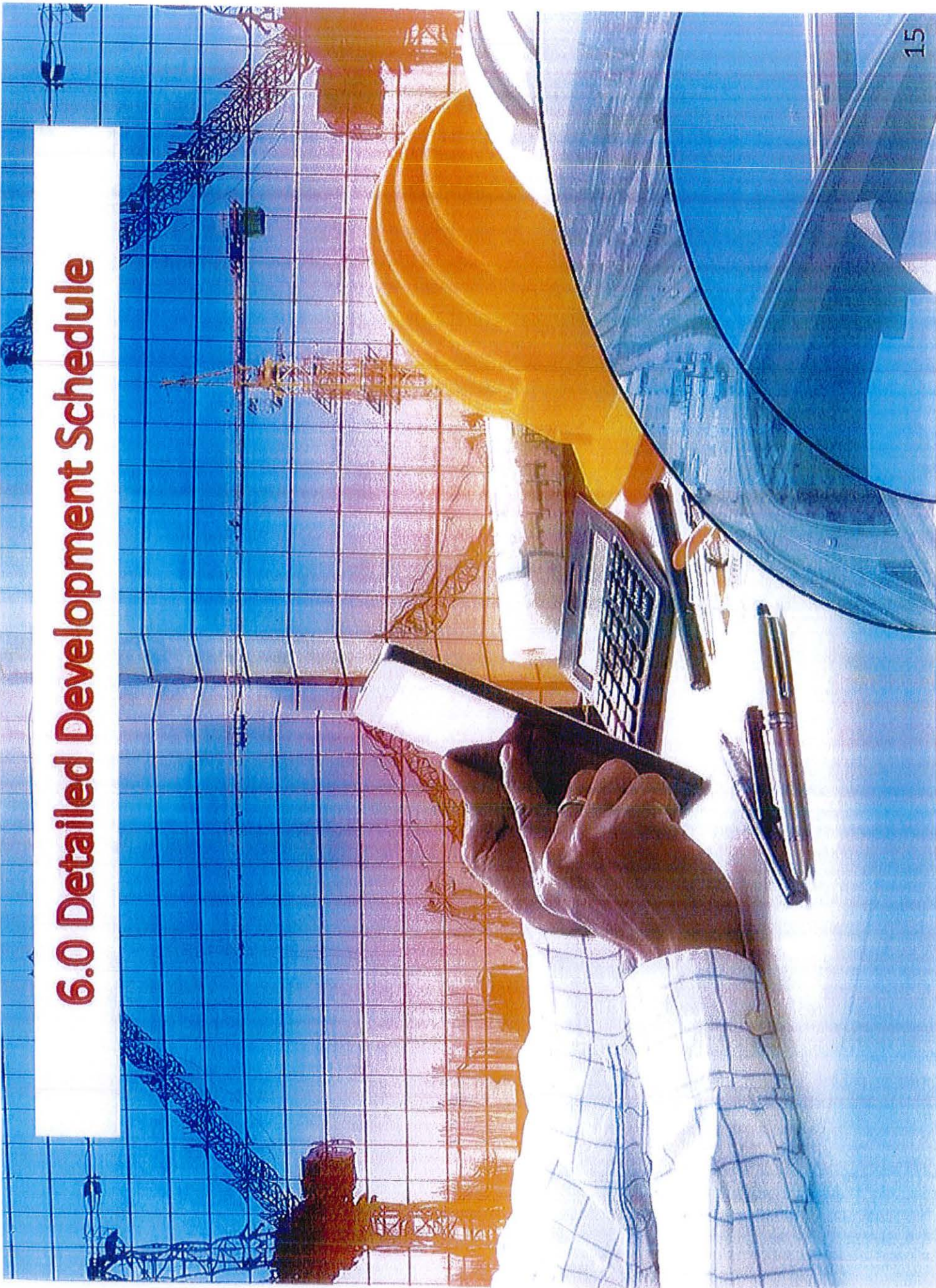
Environmental Clearance (FONSI issued) Combined Project -	14 months
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Engineer Starts PSE upon Approval of Schematic and Complete to 100% PSE -	9 months
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Construction Hachar Portion -	18 months
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Construction of Combined Project -	30 months
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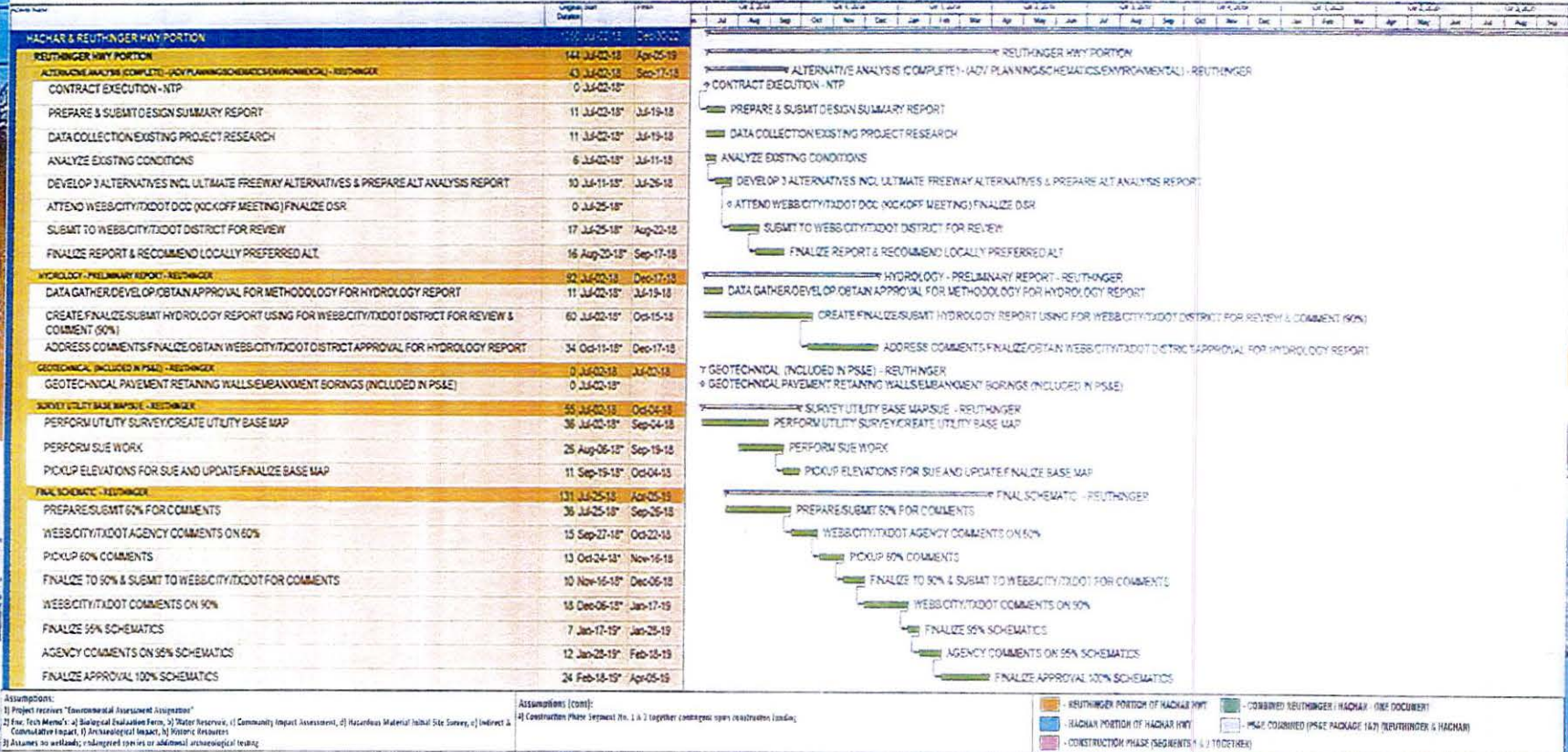
## 6.0 Detailed Development Schedule



# 6.0 Detailed Development Schedule

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

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

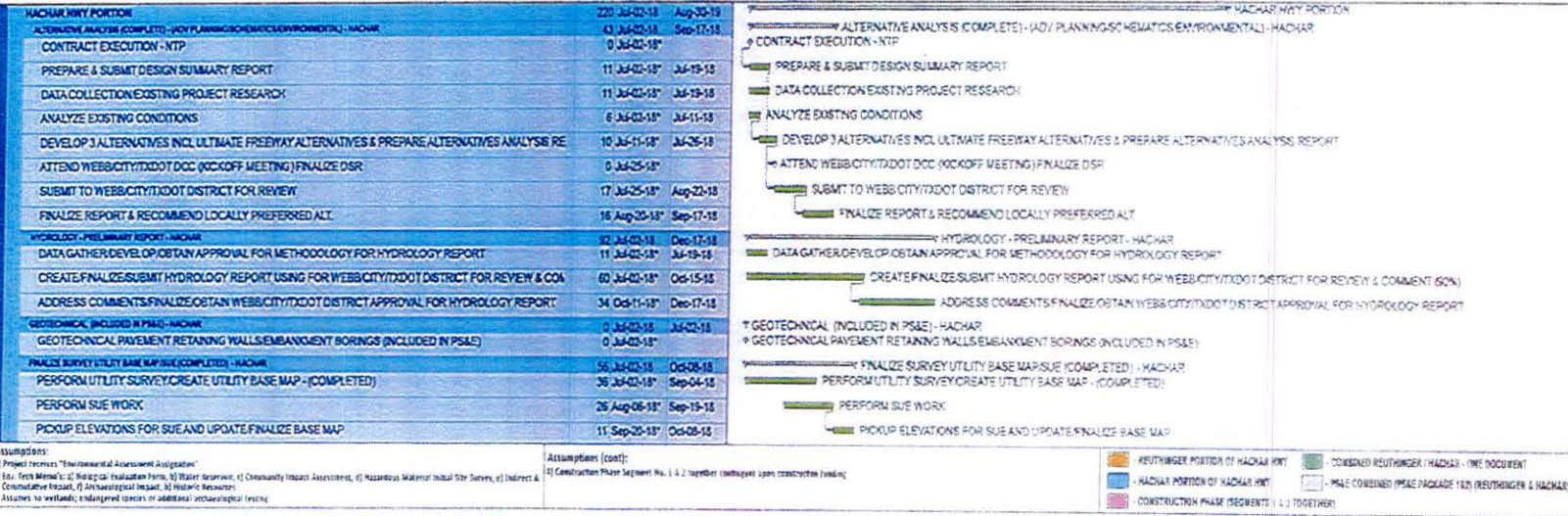




# 6.0 Detailed Development Schedule

DANNENBAUM ENGINEERING CORPORATION  
 PROJECT NO. 5126-21  
 CLIENT: COUNTY OF WEBB  
 PROJECT TITLE: ADVANCED PLANNING HACHAR PORTION

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



City Council-Regular  
Meeting Date: 08/05/2019  
Staff Source: J. K. Snideman

**SUBJECT**

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

**PREVIOUS COUNCIL ACTION**

N/A

**BACKGROUND**

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

**COMMITTEE RECOMMENDATION**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of this Resolution.

**Fiscal Impact**

<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:

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

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

APPROVED AS TO FORM:

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

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

**RESOLUTION NO. 2019-R-\_\_**

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

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

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

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

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

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

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

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

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



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

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

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

**Section 2:** This Resolution is effective immediately upon passage.

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

\_\_\_\_\_  
**PETE SAENZ  
MAYOR**

**ATTESTED:**

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

**APPROVED AS TO FORM:**

**KRISTINA K. LAUREL HALE  
CITY ATTORNEY**

**BY: \_\_\_\_\_  
CRISTIAN ROSAS-GRILLET  
ASSISTANT CITY ATTORNEY**



Sarah Santos  
ssantos@dslawpc.com

July 23, 2019

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

Via E-mail: [gbcuellar@webbcountytx.gov](mailto:gbcuellar@webbcountytx.gov)

Via Hand-Delivery

Received by:

*MARTEA H. PALACIOS*

Printed Name

*OFFICE MANAGER*

Title

*Martea 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.

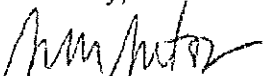
Moreover, Webb Commercial has concerns with regards to: (i) the access of the four corners created by the intersection of the Proposed Highway and Beltway Parkway to the access roads of the Proposed Highway given access restrictions at the intersection; (ii) the timing of the construction of the shoulders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



THIS DOCUMENT IS FOR  
 CONCEPTUAL REVIEW ONLY  
 AND IS NOT INTENDED FOR  
 CONSTRUCTION OF THE PROJECT,  
 OR FOR ANY OTHER PURPOSES.

ERIC DAVIDA  
 P.E. 115586  
 3/21/2015  
 DATE

**DANNENBAUM**  
 ENGINEERING CORPORATION  
 7309 E. FURNACE BRISTOL ROAD  
 HOUSTON, TEXAS 77056-1400

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

SHEET 1 OF 1 SHEETS	
PROJECT NO.	FEDERAL AID PROJECT NO.
DATE	DATE
STATE	COUNTY
TEXAS	WEBB
CONTRACT NO.	JOB NO.
	BY CONTRACT NO.

# Exhibit B



1/3

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 81 83 96 99 00 (956) 602-0699  
Email Address: irma.garza@grupo.sanmarino.mx

Your comments (use additional sheets if necessary): I HAVE HAD A CONVERSATION  
WITH GUSTAVO LOPEZ (DANNENBAUM), DURING WHICH THE CONCERNS OF  
WEBB AND POSSIBLE SOLUTIONS WERE DISCUSSED. WEBB INTENDS TO PROVIDE  
A WRITTEN STATEMENT OF ITS POSITION TO TEX-DOT, THE CITY OF LAREDO  
AND DANNENBAUM PRIOR TO JULY 23, 2019. A SCHEMATIC ILLUSTRATING  
SOME OF THE CONCERNS OF WEBB WERE PROVIDED TO GUSTAVO LOPEZ.  
WEBB IS IN FAVOR OF THE PROJECT, BUT IS NOT IN FAVOR OF DONATING  
ALL OR SOME OF THE RIGHT OF WAY ON WEBB'S PROPERTY, UNLESS  
CONCESSIONS ARE MADE BY THE ADJOINING LANDOWNERS. THE AMOUNT  
OF WEBB ACREAGE NEEDED FOR THE RIGHT OF WAY WOULD IMPOSE  
AN UNDUABLE 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 PLOT 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 TEXAS 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 SHOULDER AND THE FRONTAGE ROADS, AS WELL AS THE ELEVATION THEY WILL BE BUILT AT AND THE REQUIRED RETAINING STRUCTURES ARE ALSO A CONCERN.

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

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

Name: \_\_\_\_\_

Organization or Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

THE PROJECT TERMINATING AT 0.1 MILE EAST OF BELTWAY

PARKWAY, WEBB BELIEVES THAT THE LOOP SHOULD EXTEND TO

THE BOUNDARY OF THE HACHAR AND REUTHINGER TRACT.

WEBB BELIEVES ALL OF THOSE ISSUES CAN BE RESOLVED AND

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

LAREDO AND ADJOINING LANDOWNERS IN REACHING THE

NECESSARY RESOLUTIONS.

SINCERELY

IRMA G. GARZA MONTANON

GENERAL MANAGER

WEBB COMMERCIAL DEVELOPMENT INC.

JULY 9th, 2019.

# Exhibit C

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

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB §

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

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

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

THENCE, South 72 degrees 22 minutes 09 seconds East, along the Southern  
**Landtitle Texas, L.L.C.**  
**GF No. 1500132**

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Grantor's 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.

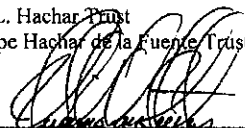
EXECUTED this 19<sup>th</sup> day of AUGUST, 2015.

  
David A. Hachar

  
Lilia Jeanette Hachar

  
Lilia Ethel Jasso

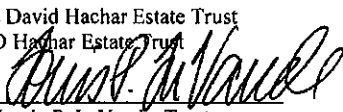
Falcon International Bank, as Trustee of all the Trusts  
Created under the Last Will and Testament of Nicolas D. Hachar:  
Guadalupe Hachar Didieu Trust  
Olga Hachar LaVaude Trust  
George L. Hachar Trust  
Guadalupe Hachar de la Fuente Trust

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

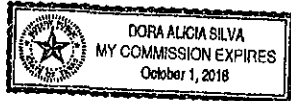
Nicolas David Hachar Estate Trust  
aka N.D Hachar Estate Trust

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.

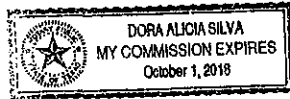


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

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.

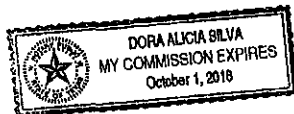


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

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.

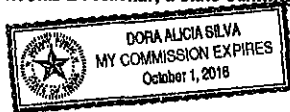


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

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.

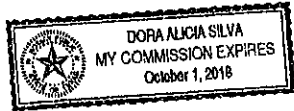


Dora Alicia Silva  
NOTARY PUBLIC, STATE OF TEXAS

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**

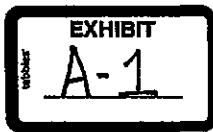
Centerline Access Easement out of a 185.43 acre tract

**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 Rosario	\$49,900	\$38,000
3	1404 Gates	\$45,700	\$33,500
6	1219 E. Musser	\$41,500	\$31,000

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

Motion to adopt Resolution 2018-R-095.

Moved: Cm. Balli

Second: Cm. Torres

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

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

Motion to adopt Resolution 2018-R-096.

Moved: Cm. Balli

Second: Cm. Torres

For: 7

Against: 0

Abstain: 0

Cm. Altgelt was not present.

**XIII (b) MOTIONS**

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

<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 Administration	Revolving Loan		\$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

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**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

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**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